

SERFF Tracking Number: HUMA-127667489 State: Arkansas  
Filing Company: Kanawha Insurance Company State Tracking Number:  
Company Tracking Number: AR ACCIDENT REFRESH 102011  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: AR Accident Refresh 102011  
Project Name/Number: AR Accident Refresh 102011/AR Accident Refresh 102011

## Filing at a Glance

Company: Kanawha Insurance Company

Product Name: AR Accident Refresh 102011

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

Implementation Date Requested: On Approval

State Filing Description:

SERFF Tr Num: HUMA-127667489 State: Arkansas

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

Co Tr Num: AR ACCIDENT  
REFRESH 102011

Authors: Antoine Stewart, John  
Goodwin

Date Submitted: 02/10/2012

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 02/13/2012

Disposition Status: Approved-  
Closed

Implementation Date:

## General Information

Project Name: AR Accident Refresh 102011

Project Number: AR Accident Refresh 102011

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer, Association

Filing Status Changed: 02/13/2012

State Status Changed: 02/13/2012

Created By: John Goodwin

Corresponding Filing Tracking Number: AR Accident Refresh 102011

Filing Description:

Re; Group Limited Benefit Accident Insurance Policy- Form No. 8016 AR

Group Limited Benefit Accident Certificate of Insurance- Form No. 8116 AR

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Antoine Stewart

Dear Commissioner,

Kanawha Insurance Company is submitting the above captioned forms for review and approval. These forms are new and not intended to replace any other forms currently in use. The Master Application and Enrollment Form are being filed under a separate cover.

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

With regard to marketing information, this policy will be offered on a contributory or non-contributory basis, where the insured may be required to contribute none, all, or a portion of the premium. Coverage will be marketed through agent/broker solicitation. This policy is being filed for concurrent approval in the domiciliary state, South Carolina.

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

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

Thank you for your attention to this filing. If you should have any questions, please contact me at 770.998.8936 Ext 88471. My email address is [astewart14@humana.com](mailto:astewart14@humana.com).

Sincerely,

Antoine L. Stewart  
Compliance Process Manager

## Company and Contact

### Filing Contact Information

John Goodwin, Senior Compliance Analyst [jgoodwin@compbenefits.com](mailto:jgoodwin@compbenefits.com)  
100 Mansell Court E. 770-998-8936 [Phone] 88065 [Ext]  
Suite 400  
Roswell, GA 30076

### Filing Company Information

Kanawha Insurance Company CoCode: 65110 State of Domicile: South Carolina  
210 South White Street Group Code: 119 Company Type:

SERFF Tracking Number: HUMA-127667489 State: Arkansas  
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 Project Name/Number: AR Accident Refresh 102011/AR Accident Refresh 102011  
 Lancaster, SC 29720 Group Name: State ID Number:  
 (800) 635-4252 ext. [Phone] FEIN Number: 57-0380426  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Kanawha Insurance Company	\$50.00	02/10/2012	56257303
Kanawha Insurance Company	\$50.00	02/10/2012	56268152

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/13/2012	02/13/2012

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	02/10/2012	02/10/2012	Antoine Stewart	02/10/2012	02/10/2012

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Group Limited Benefit Accident Insurance Policy	Antoine Stewart	02/13/2012	02/13/2012
Form	Group Limited Benefit Accident Certificate of Insurance	Antoine Stewart	02/13/2012	02/13/2012
Supporting Document	Explanation of Variability	Antoine Stewart	02/13/2012	02/13/2012

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## **Disposition**

Disposition Date: 02/13/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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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 (revised)	Explanation of Variability	Approved-Closed	Yes
Supporting Document	Explanation of Variability	Replaced	Yes
Form (revised)	Group Limited Benefit Accident Insurance Policy	Approved-Closed	Yes
Form	Group Limited Benefit Accident Insurance Policy	Replaced	Yes
Form (revised)	Group Limited Benefit Accident Certificate of Insurance	Approved-Closed	Yes
Form	Group Limited Benefit Accident Certificate of Insurance	Replaced	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 02/10/2012

Submitted Date 02/10/2012

Respond By Date

Dear John Goodwin,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Limited Benefit Accident Insurance Policy, 8016 AR (Form)
- Group Limited Benefit Accident Certificate of Insurance, 8116 AR (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

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

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/10/2012  
Submitted Date 02/10/2012

Dear Rosalind Minor,

### Comments:

Kanawha responds as follows to the Department's objection:

### Response 1

Comments: The additional filing fee of \$50.00 has been submitted.

### Related Objection 1

Applies To:

- Group Limited Benefit Accident Insurance Policy, 8016 AR (Form)
- Group Limited Benefit Accident Certificate of Insurance, 8116 AR (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

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

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please contact me via SERFF should you have any additional questions.

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Sincerely,  
Antoine Stewart, John Goodwin

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**Amendment Letter**

Submitted Date: 02/13/2012

**Comments:**

Minor revision to the Schedule of Benefits in the forms.

**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
8016 AR	Policy/Contr act/Fraternal Certificate	Group Benefit Accident Insurance Policy Limited	Initial				46.700	Accident Refresh Policy (AR).pdf
8116 AR	Certificate	Group Benefit Accident Certificate of Insurance Limited	Initial				46.700	Accident Refresh Certificate (AR).pdf

**Supporting Document Schedule Item Changes:**

**User Added -Name: Explanation of Variability**

Comment:

AR EOV 8016.pdf

AR EOV 8116.pdf

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## Form Schedule

### Lead Form Number: 8016 AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 02/13/2012	8016 AR	Policy/Cont ract/Fratern al	Group Limited Benefit Accident Insurance Policy Certificate	Initial		46.700	Accident Refresh Policy (AR).pdf
Approved-Closed 02/13/2012	8116 AR	Certificate	Group Limited Benefit Accident Certificate of Insurance	Initial		46.700	Accident Refresh Certificate (AR).pdf

# KANAWHA INSURANCE COMPANY

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

## GROUP LIMITED BENEFIT ACCIDENT INSURANCE POLICY

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

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

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

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

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

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

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

Signed for the Company

[  ]

[  ]

[Joan O. Lenahan]

[R. Dale Vaughan]

[Vice President and Corporate Secretary]

[President]

### THIS IS A LIMITED POLICY. READ IT CAREFULLY.

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

## GROUP LIMITED BENEFIT ACCIDENT INSURANCE POLICY NON-PARTICIPATING

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**SCHEDULE OF BENEFITS**

**[PLAN [A]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

<b>BENEFIT</b>	<b>AMOUNT</b>
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900] [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000]

	[Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$200,000]] [Other Named Class] [\$5,000-\$200,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**[PLAN [B]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

<b>BENEFIT</b>	<b>AMOUNT</b>
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident]
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]

	[Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000] [Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$200,000]] [Other Named Class] [\$5,000-\$200,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]

<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**[PLAN [C]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

<b>BENEFIT</b>	<b>AMOUNT</b>
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident]
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900] [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-

	\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000] [Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$200,000]] [Other Named Class] [\$5,000-\$200,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**[PLAN [D]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident  [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000]  [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]  [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800]  [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day  [Other Named Class] [\$35-\$1,000]]/per day
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[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000]  [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000]  [Other Named Class] [\$250-\$8,000]]
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<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$200,000]  [Other Named Class] [\$5,000-\$200,000]]

<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
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<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

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

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

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

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

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

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

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

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

Eligible [Employees/Members] must be Age [18] but not more than Age [70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

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

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

### **ELIGIBILITY TO ENROLL**

A person is Eligible to Enroll when He or She:

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

### **START DATE OF INSURANCE**

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

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

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

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

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

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

### **BENEFITS**

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

Benefits available to Covered Persons are shown on their Certificates.

Benefits shown on a Certificate are available to persons:

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

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

### **ACCIDENT MEDICAL EXPENSE**

If a Covered Person receives treatment as a result of an Accident, We will pay the actual expenses. Payment will not exceed the amount shown in the Schedule of Benefits for any one Accident.

Treatment must:

- be provided by a Doctor; or

- be provided in a Hospital Emergency Room.

**[FRACTURE AND DISLOCATION BENEFIT**

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30] days after the date of the Accident; and
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%
Lower Jaw	20%
Wrist, Elbow	20%
Finger, Toe	6%

]

**[AMBULANCE- GROUND**

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If a Covered Person receives transportation in an Ambulance by ground as a result of an Accident, We will pay the actual ground Ambulance charges. The total benefit payable for all ground Ambulance services in connection with any one Accident will not exceed the amount shown in the Schedule of Benefits.

Transportation must:

- be to a Hospital within a 100-mile radius from where the Accident occurred; or
- from a Hospital to the Covered Person's home.

If a Covered Person requires transportation in an Ambulance by ground as a result of an Emergency, We will pay the actual ground Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

#### **[AMBULANCE- AIR**

If a Covered Person receives transportation in an Ambulance by air as a result of an Accident, We will pay the actual air Ambulance charges. The total benefit payable for all air Ambulance services in connection with any one Accident will not exceed the amount shown on the Schedule of Benefits.

Transportation must be to a Hospital within a 100-mile radius from where the Accident occurred.

If a Covered Person requires transportation in an Ambulance by air as a result of an Emergency, We will pay the actual air Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

#### **[HOSPITAL CONFINEMENT**

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and
- starts while the Covered Person's Certificate is in force.]

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

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

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- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

#### **[COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT**

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.]

#### **[FIRST HOSPITALIZATION BENEFIT**

We will pay the benefit shown on the Schedule of Benefits for a Covered Person's First Hospital Confinement due to an Accident. The Hospital Confinement must:

- be due to an Accident; and
- be at the direction of and under the supervision of a Doctor.

The First Hospital Confinement benefit is limited to one per Calendar Year for each Covered Person. The benefit amount is not a cumulative benefit and will not exceed the amount listed on the Schedule of Benefits for each Covered Person for each Calendar Year.]

## **[TOTAL DISABILITY PREMIUM WAIVER**

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while this Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that this Policy ends;
- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

## **[ON THE JOB INSURANCE (24 HOUR INSURANCE)**

We will provide insurance for injuries [, including Total Disability Premium Waiver,] due to an Accident that are covered by Workers' Compensation or occupational disease law.]

## **[HOSPITAL INTENSIVE CARE UNIT BENEFIT**

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while this Policy and the Covered Person's Certificate are in force; and
- within [30] days after the Accident; or
- within [7] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.]

## **[FAMILY MEMBER TRAVEL/LODGING BENEFIT**

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [100] miles from the Covered Person's residence because of a covered Accident. The distance traveled must be at least [100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;

- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.]

### **[LOSS OF WORK BENEFIT**

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.]

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

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;
- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;

- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;
- all Sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of Pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;
- hernia, carpal tunnel syndrome or any complication therefrom;
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound); or
- re-Injury of an existing Injury for which benefits have already been paid.

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of claim must be given to Us within 20 days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

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

### **PROOF OF LOSS**

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

### **PAYMENT OF CLAIMS**

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

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

- the named beneficiary; or
- The Insured's estate.

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

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

### **RIGHT TO RECOVERY**

We reserve the right to recover any payments made by Us that were:

- made in error;
- made to You and/or any party on Your behalf, where We determine that such payment made is greater than the amount payable under the Policy;
- made to You and/or any party on Your behalf based on fraudulent or misrepresented information; or
- made to You and/or any party on Your behalf for charges that were discounted, waived or rebated.

### **RIGHT TO COLLECT NEEDED INFORMATION**

You must cooperate with Us and when asked, assist Us by:

- authorizing the release of medical information including the names of all providers from whom You received medical attention;
- obtaining medical information and/or records from any provider as requested by Us;
- providing information regarding the circumstances of Your Accident; and
- providing information We request to administer the Policy.

If You fail to cooperate or provide the necessary information, We may recover payments made by Us and deny any pending or subsequent Claim for which the needed information is requested.

### **TIME PAYMENT OF CLAIMS**

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

## **PORTABILITY**

Portability allows an Insured to continue the benefits shown on the Schedule of Benefits under certain conditions when insurance under this Policy would otherwise terminate.

Insurance is provided under the terms and conditions of this Policy. However, when ported insurance continues after this Policy terminates, each Insured is a member of a group of insured persons.

### **When Portability is Available**

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

### **Portability Insurance**

The benefits, terms and conditions of the portability insurance will be the same as those provided under the Policy when the insurance terminated. Portability insurance may include any Eligible Dependents who were covered under the Policy. Any change made to the Policy after a person is covered under this Portability Privilege will not apply to that person unless it is required by law.

Portability coverage will be effective on the day after insurance under the Policy is terminated, when the first Premium for portability insurance is paid.

### **Portability Premiums**

Premiums are due and payable in advance of the Premium due date. Premium due dates are the first day of each Calendar Month. The portability Premium rate is the rate in effect under the Policy. The Premium rate for portability insurance may change for the class of covered persons on portability on any Premium due date. Written notice will be given at least 45 days before the change is to take effect.

### **Grace Period**

The Grace Period, as defined in the Policy, will apply to each certificate holder of portability insurance as if such covered person is the Policyholder.

### **Termination of Insurance**

Insurance under this Portability Privilege will automatically end of the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]
- 9) with respect to insurance for Eligible Dependents:
  - a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

### **Termination of the Policy**

If the Policy terminates, covered persons will be eligible to exercise the Portability Privilege on the termination date of the Policy. Portability insurance may continue beyond the termination date of the Policy, subject to timely payment of Premiums. Benefits for Portability insurance will be determined as if the Policy had remained in full force and effect.

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

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or
- on this Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]; or
- when He or She is no longer eligible for this insurance.

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

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

### **VOLUNTARY TERMINATION**

The Policyholder must notify Us of voluntary terminations. The date that insurance ends will be the [last] day of the [Calendar Month] in which the termination took place. If the Policyholder fails to report

voluntary terminations, Our liability shall be limited to a return of Premium back to the date on which insurance should have ended, less any Claims paid during this period.

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

### **POLICYHOLDER RENEWAL**

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

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

### **POLICY AMENDMENT**

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

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

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

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

### **POLICY TERMINATION**

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

We have the right to cancel this Policy on:

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

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

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

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

## **PREMIUM PROVISIONS**

### **PREMIUMS**

Premiums are payable to the Company.

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

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

### **CHANGE IN PREMIUM**

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We may change the Premium rates:

- [when the number of Insureds covered changes by [10%-20%] or more after the Date of Policy, or the last renewal date, if later;]
- [when the number of Insureds covered falls below [2-10] after the Date of Policy, or the last renewal date, if later;]
- [whenever Policy terms or conditions are modified;]
- [when there is a material change in the risk insured;]
- [when the Policyholder is sold or merges with another entity;]
- [when the Policyholder purchases, acquires or establishes a new affiliate or subsidiary]; or
- [on any Policy Renewal Date.]

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

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

### **GRACE PERIOD**

This Policy has a thirty-one (31) day Grace Period. If any required Premium is not paid on or before the due date, it may be paid subsequently during the Grace Period. During the Grace Period, the Policy will stay in force. If full payment is not received within the Grace Period, insurance will be terminated effective the first day of the Grace Period.

### **PREMIUM REFUNDS**

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

### **GENERAL PROVISIONS**

#### **AGREEMENTS AND POLICY CHANGES**

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

#### **ASSIGNMENT**

The Insured may assign proceeds of a Claim by notifying Us in writing.

We are not responsible:

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

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

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

## **BENEFICIARY, CHANGE OF BENEFICIARY**

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

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

We are not:

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

## **CERTIFICATES**

We will deliver a Certificate electronically, unless otherwise required by state law, to the Policyholder for delivery to each Insured stating:

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

## **CONFORMITY WITH STATE STATUTES**

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

## **DATA REQUIRED**

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

## **DATE OF BIRTH**

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

## **ENTIRE CONTRACT**

This Policy, the Certificate of Insurance, the Application as well as any endorsements and amendments shall make up the entire contract.

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

## **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a Covered Person examined by a medical professional of Our choice. We may use this right as often as reasonably required during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **INCONTESTABILITY**

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

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

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

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

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

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

### **INSURANCE FRAUD**

Any person who knowingly and with the intent to defraud or deceive any insurance company or other person, files a statement of Claim containing false, incomplete or missing information commits a fraudulent insurance act, which is a crime and maybe be subject to criminal and civil penalties.

If a Covered Person commits fraud against Us, as determined by Us, the Covered Person's insurance ends automatically, without notice, as of the date fraud is committed or as of the date otherwise determined by Us.

### **LEGAL ACTIONS**

Legal action cannot be taken against Kanawha Insurance Company:

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

### **NON-PARTICIPATING**

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

### **DEFINITIONS**

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

**Accident (Accidental)** means a sudden, unexpected, unforeseen and external event that causes bodily Injury to a Covered Person. Accident does not include:

- Sickness;
- bodily, emotional, psychological or mental infirmity; or
- [any condition covered by Worker's Compensation or occupational disease law.]

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the start date of insurance. Age increases by one year on each Policy anniversary.

**Ambulance** means a conveyance that meets state rules or is licensed by a state for the Emergency movement of persons suffering from Injury.]

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

**Association** means an entity that:

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

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

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

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

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

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

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

Child does not include a:

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

**Claim** means notification to Us requesting payment of an amount due under the terms of the Policy. [Claim also includes a request to waive Premiums under the Total Disability Premium Waiver benefit.]

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

**Common Carrier** means a carrier which transports fare-paying passengers (not a pilot, operator or crew-member) from one place to another for a specific amount of fees charged and is limited specifically to:

- commercial airlines;
- passenger trains; or
- intercity bus lines.

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

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

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

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

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

**Date of Policy** means the effective date of this Policy.

**Doctor** means a medical practitioner of the healing arts duly licensed in the state where services are rendered and acting within the scope of such license. The person must be licensed and practicing in the United States.

Doctor does not include:

- You;
- a chiropractor, homeopath, naturopath or psychologist;
- a person related to You by blood, marriage or adoption; or
- a medical doctor or other person practicing outside of the United States.

**[Domestic Partner** means a person of the same or opposite sex who:

- has lived with You at the same regular residence and been Your sole Domestic Partner continuously for a minimum of six months and intends to continue such indefinitely;
- is not legally married to anyone else;
- is 18 years of age or older;
- is not related to You; and
- is financially interdependent with You.]

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

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

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

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

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

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

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

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

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

**[Eligible Person** means someone who:

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

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

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

**Emergency Treatment (Emergency)** means medical attention provided after the acute onset of symptoms relating to Injuries, including severe pain, which symptoms are severe enough that the lack of immediate medical attention a prudent layperson could reasonably expect to result in any of the following:

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

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

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

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

Enrollment may be by paper forms or electronic means.

**[Family Member** means one of the following. Your:

- Spouse;
- Child;
- brother or sister (including stepbrother or stepsister);
- parent(s) (including stepparent(s));
- grandchild;
- father-in-law; or
- mother-in-law.]

**His, Her, He and She** all mean the Covered Person.

**Hospital** means a public or private institution which:

- is licensed and operated as a Hospital;
- provides to inpatients diagnostic and therapeutic services for medical diagnosis, treatment and care of injured or sick persons;
- is supervised by a Doctor;
- has full-time nurses supervised by a Registered Nurse; and
- has on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities.

A Hospital is not:

8016 AR

- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- an inpatient or outpatient residential treatment center;
- an inpatient or outpatient addiction treatment center; or
- a mental institution.

**Hospital Confinement** means confinement as an inpatient in a Hospital for which a room and board charge is made by the Hospital. It does not include confinement for an observation room or a fractional part of a day.

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

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

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

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

An ICU is not:

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

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

**[Laid Off** means that the [Employee/Member]'s job has been ended or suspended by His employer due to:

- a decrease in output by the Employer;
- a decrease in staff due to economic conditions;
- a reorganization that eliminates the Insured's job; or
- a reorganization that eliminates the Employer's need for the Insured's job skills.

Laid Off does not include termination for cause or because the [Employee/Member] is no longer physically able to perform the job.]

**[Locked Out** means that the [Employee/Member]'s place of employment has been shut down by His employer during a labor dispute. The Lockout must be lawful.]

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

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

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

The corrected visual acuity must be:

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

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

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

The diagnosis must be made:

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

**[Loss of Work** means that the [Employee/Member] is Laid Off, Locked Out or On Strike, or any combination of the three.]

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

**[On Strike (Strike)** means that the [Employee/Member]s acting together:

- have ceased work, or
- are refusing to work or to continue to work for the [Employee/Member]'s Employer.

The Strike must be authorized under the rules of a union or unions representing the [Employee/Member] and other striking Employees.

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

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

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

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

**Premium** means the amount of money required to be paid to Us for insurance under the Policy.

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

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

**Regular Occupation** means the [Employee/Member]'s usual job, profession or activity for wages, compensation or profit at the start of a Total Disability covered by this Policy.

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

**Sickness** means any illness, infection, disease, allergic reaction, muscle strain due to athletic or physical activity or any other abnormal physical condition which is not caused by an Injury.

**[Spouse** means[:]

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

[2.] [the person recognized by the [Covered Employee]'s state of residence as the covered [Employee]'s civil union partner.]

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

[We will not provide insurance for the Spouse after a legal action ends a relationship described.]]

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

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

- unable to perform the substantial and material duties of the Covered [Employee]’s Occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

We will not require care of a Doctor when the Doctor tells Us that regular care would be of no further benefit to the Covered Person during such continuing Total Disability.

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

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

**You and Your** mean the Covered Person.

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# KANAWHA INSURANCE COMPANY

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

## GROUP LIMITED BENEFIT ACCIDENT CERTIFICATE OF INSURANCE NON-PARTICIPATING

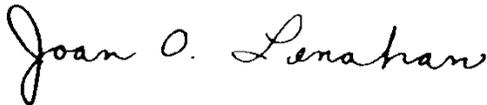
[ POLICYHOLDER LOGO (OPTIONAL) ]

**[Policyholder: ABC Policyholder]**  
**[Policy Number: XXX-XXXXXXX]**  
**[Policy Effective Date: DATE]**  
**[Certificate Effective Date: DATE]**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this Certificate consisting of this form and any additional forms which have been made a part of this certificate. This Certificate replaces any other Certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this Certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

The benefits outlined in this Certificate are effective only if You are eligible for insurance, become insured and remain insured in accordance with the terms of the Policy.

Signed for the Company,



[Joan O. Lenahan]  
[Corporate Vice President and Secretary]



[R. Dale Vaughan]  
[President]

THE POLICY PROVIDES GROUP ACCIDENT INSURANCE. IT ONLY PROVIDES STATED ACCIDENT BENEFITS OR OTHER BENEFITS THAT MAY BE ADDED.

**THE POLICY PROVIDES LIMITED BENEFITS. READ IT CAREFULLY.**

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## SCHEDULE OF BENEFITS

INSUREDS:

[Named Class]

[Other Named Class]

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900] [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000] [Other Named Class] [\$125-\$4,000]]

<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$200,000]  [Other Named Class] [\$5,000-\$200,000]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]

**ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

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

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

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

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

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

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

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

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

Eligible [Employees/Members] must be Age [18] but not more than Age [70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

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

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

### **ELIGIBILITY TO ENROLL**

A person is Eligible to Enroll when He or She:

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

### **START DATE OF INSURANCE**

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

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

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

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

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

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

### **BENEFITS**

Benefits available to Covered Persons are shown on their Schedule of Benefits.

Benefits shown on a Certificate are available to persons:

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

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

## ACCIDENT MEDICAL EXPENSE

If a Covered Person receives treatment as a result of an Accident, We will pay the actual expenses. Payment will not exceed the amount shown in the Schedule of Benefits for any one Accident.

Treatment must:

- be provided by a Doctor; or
- be provided in a Hospital Emergency Room.

### [FRACTURE AND DISLOCATION BENEFIT

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30] days after the date of the Accident; and
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%

Lower Jaw	20%
Wrist, Elbow	20%
Finger, Toe	6%

]

**[AMBULANCE- GROUND**

If a Covered Person receives transportation in an Ambulance by ground as a result of an Accident, We will pay the actual ground Ambulance charges. The total benefit payable for all ground Ambulance services in connection with any one Accident will not exceed the amount shown in the Schedule of Benefits.

Transportation must:

- be to a Hospital within a 100-mile radius from where the Accident occurred; or
- from a Hospital to the Covered Person's home.

If a Covered Person requires transportation in an Ambulance by ground as a result of an Emergency, We will pay the actual ground Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

**[AMBULANCE- AIR**

If a Covered Person receives transportation in an Ambulance by air as a result of an Accident, We will pay the actual air Ambulance charges. The total benefit payable for all air Ambulance services in connection with any one Accident will not exceed the amount shown on the Schedule of Benefits.

Transportation must be to a Hospital within a 100-mile radius from where the Accident occurred.

If a Covered Person requires transportation in an Ambulance by air as a result of an Emergency, We will pay the actual air Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

**[HOSPITAL CONFINEMENT**

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and

- starts while the Covered Person's Certificate is in force.]

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

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

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

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

### **[COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT**

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.]

### **[FIRST HOSPITALIZATION BENEFIT**

We will pay the benefit shown on the Schedule of Benefits for a Covered Person's First Hospital Confinement due to an Accident. The Hospital Confinement must:

- be due to an Accident; and

- be at the direction of and under the supervision of a Doctor.

The First Hospital Confinement benefit is limited to one per Calendar Year for each Covered Person. The benefit amount is not a cumulative benefit and will not exceed the amount listed on the Schedule of Benefits for each Covered Person for each Calendar Year.]

**[TOTAL DISABILITY PREMIUM WAIVER**

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while the Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that the Policy ends;
- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

**[ON THE JOB INSURANCE (24 HOUR INSURANCE)**

We will provide coverage for injuries [, including Total Disability Premium Waiver,] due to an Accident which are covered by Workers' Compensation or occupational disease law.]

**[HOSPITAL INTENSIVE CARE UNIT BENEFIT**

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while the Policy and the Covered Person's Certificate are in force; and
- within [30] days after the Accident; or
- within [7] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.]

**[FAMILY MEMBER TRAVEL/LODGING BENEFIT**

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [100] miles from the

Covered Person's residence because of a covered Accident. The distance traveled must be at least [100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;
- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.]

### **[LOSS OF WORK BENEFIT**

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.]

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

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;

- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;
- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;
- all Sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of Pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;
- hernia, carpal tunnel syndrome or any complication therefrom;
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound); or
- re-Injury of an existing Injury for which benefits have already been paid.

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of claim must be given to Us within 20 days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

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

### **PROOF OF LOSS**

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

## **PAYMENT OF CLAIMS**

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

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

- the named beneficiary; or
- The Insured's estate.

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

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

## **RIGHT TO RECOVERY**

We reserve the right to recover any payments made by Us that were:

- made in error;
- made to You and/or any party on Your behalf, where We determine that such payment made is greater than the amount payable under the Policy;
- made to You and/or any party on Your behalf based on fraudulent or misrepresented information; or
- made to You and/or any party on Your behalf for charges that were discounted, waived or rebated.

## **RIGHT TO COLLECT NEEDED INFORMATION**

You must cooperate with Us and when asked, assist Us by:

- authorizing the release of medical information including the names of all providers from whom You received medical attention;
- obtaining medical information and/or records from any provider as requested by Us;
- providing information regarding the circumstances of Your Accident; and
- providing information We request to administer the Policy.

If You fail to cooperate or provide the necessary information, We may recover payments made by Us and deny any pending or subsequent Claim for which the needed information is requested.

## **TIME PAYMENT OF CLAIMS**

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

## **PORTABILITY**

Portability allows an Insured to continue the benefits shown on the Schedule of Benefits under certain conditions when insurance under the Policy would otherwise terminate.

Insurance is provided under the terms and conditions of the Policy. However, when ported insurance continues after the Policy terminates, each Insured is a member of a group of insured persons.

### **When Portability is Available**

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

### **Portability Insurance**

The benefits, terms and conditions of the portability insurance will be the same as those provided under the Policy when the insurance terminated. Portability insurance may include any Eligible Dependents who were covered under the Policy. Any change made to the Policy after a person is covered under this Portability Privilege will not apply to that person unless it is required by law.

Portability coverage will be effective on the day after insurance under the Policy is terminated, when the first Premium for portability insurance is paid.

### **Portability Premiums**

Premiums are due and payable in advance of the Premium due date. Premium due dates are the first day of each Calendar Month. The portability Premium rate is the rate in effect under the Policy. The Premium rate for portability insurance may change for the class of covered persons on portability on any Premium due date. Written notice will be given at least 45 days before the change is to take effect.

## Grace Period

The Grace Period, as defined in the Policy, will apply to each certificate holder of portability insurance as if such covered person is the Policyholder.

## Termination of Insurance

Insurance under this Portability Privilege will automatically end on the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]
- 9) with respect to insurance for Eligible Dependents:
  - a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

## Termination of the Policy

If the Policy terminates, covered persons will be eligible to exercise the Portability Privilege on the termination date of the Policy. Portability insurance may continue beyond the termination date of the Policy, subject to timely payment of Premiums. Benefits for Portability insurance will be determined as if the Policy had remained in full force and effect.

## TERMINATION OF INSURANCE – COVERED PERSONS

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end the Policy; or
- on the Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under the Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]; or
- when He or She is no longer eligible for this insurance.

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

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

## **GENERAL PROVISIONS**

### **AGREEMENTS AND POLICY CHANGES**

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

### **ASSIGNMENT**

The Insured may assign proceeds of a Claim by notifying Us in writing.

We are not responsible:

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

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

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

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

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

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

We are not:

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

### **CERTIFICATES**

We will deliver a Certificate electronically, unless otherwise required by state law, to the Policyholder for delivery to each Insured stating:

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

### **CONFORMITY WITH STATE STATUTES**

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

### **DATA REQUIRED**

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

### **DATE OF BIRTH**

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

### **ENTIRE CONTRACT**

The Policy, the Certificate of Insurance, the Application as well as any endorsements and amendments shall make up the entire contract.

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

### **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a Covered Person examined by a medical professional of Our choice. We may use this right as often as reasonably required during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

### **INCONTESTABILITY**

We will not contest the validity of the Policy except for nonpayment of Premiums after it has been in force for two2years from its Date of Policy.

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

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

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

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

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

### **INSURANCE FRAUD**

Any person who knowingly and with the intent to defraud or deceive any insurance company or other person, files a statement of Claim containing false, incomplete or missing information commits a fraudulent insurance act, which is a crime and maybe be subject to criminal and civil penalties.

If a Covered Person commits fraud against Us, as determined by Us, the Covered Person's insurance ends automatically, without notice, as of the date fraud is committed or as of the date otherwise determined by Us.

### **LEGAL ACTIONS**

Legal action cannot be taken against Kanawha Insurance Company:

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

### **NON-PARTICIPATING**

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

### **DEFINITIONS**

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

**Accident (Accidental)** means a sudden, unexpected, unforeseen and external event that causes bodily Injury to a Covered Person. Accident does not include:

- Sickness;

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- bodily, emotional, psychological or mental infirmity; or
- [any condition covered by Worker's Compensation or occupational disease law.]

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the start date of insurance. Age increases by one year on each Policy anniversary.

**[Ambulance]** means a conveyance that meets state rules or is licensed by a state for the Emergency movement of persons suffering from Injury.]

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

**[Association]** means an entity that:

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

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

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

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

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

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

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

Child does not include a:

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

**Claim** means notification to Us requesting payment of an amount due under the terms of the Policy. [Claim also includes a request to waive Premiums under the Total Disability Premium Waiver benefit.]

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

**Common Carrier** means a carrier which transports fare-paying passengers (not a pilot, operator or crew-member) from one place to another for a specific amount of fees charged and is limited specifically to:

- commercial airlines;
- passenger trains; or
- intercity bus lines.

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

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

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

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

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

**Date of Policy** means the effective date of the Policy.

**Doctor** means a medical practitioner of the healing arts duly licensed in the state where services are rendered and acting within the scope of such license. The person must be licensed and practicing in the United States.

Doctor does not include:

- You;
- a chiropractor, homeopath, naturopath or psychologist;
- a person related to You by blood, marriage or adoption; or
- a medical doctor or other person practicing outside of the United States.

[**Domestic Partner** means a person of the same or opposite sex who:

- has lived with You at the same regular residence and been Your sole Domestic Partner continuously for a minimum of six months and intends to continue such indefinitely;
- is not legally married to anyone else;
- is 18 years of age or older;
- is not related to You; and
- is financially interdependent with You.]

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

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

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

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

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

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

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

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

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

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

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

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

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

**Emergency Treatment (Emergency)** means medical attention provided after the acute onset of symptoms relating to Injuries, including severe pain, which symptoms are severe enough that the lack of immediate medical attention a prudent layperson could reasonably expect to result in any of the following:

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

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

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

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

Enrollment may be by paper forms or electronic means.

**[Family Member** means one of the following. Your:

- Spouse;
- Child;
- brother or sister (including stepbrother or stepsister);
- parent(s) (including stepparent(s));
- grandchild;
- father-in-law; or
- mother-in-law.]

**His, Her, He and She** all mean the Covered Person.

**Hospital** means a public or private institution which:

- is licensed and operated as a Hospital;
- provides to inpatients diagnostic and therapeutic services for medical diagnosis, treatment and care of injured or sick persons;
- is supervised by a Doctor;
- has full-time nurses supervised by a Registered Nurse; and
- has on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities.

A Hospital is not:

- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- an inpatient or outpatient residential treatment center;
- an inpatient or outpatient addiction treatment center; or
- a mental institution.

**Hospital Confinement** means confinement as an inpatient in a Hospital for which a room and board charge is made by the Hospital. It does not include confinement for an observation room or a fractional part of a day.

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

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

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

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

An ICU is not:

- a progressive care unit;
- a sub-acute intensive care unit;
- an intermediate care unit;
- a private monitored room;

- a surgical recovery room;
- an observation unit; or
- any facility not meeting the definition of a Hospital ICU as defined in the Policy.]

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

**[Laid Off** means that the [Employee/Member]'s job has been ended or suspended by His employer due to:

- a decrease in output by the Employer;
- a decrease in staff due to economic conditions;
- a reorganization that eliminates the Insured's job; or
- a reorganization that eliminates the Employer's need for the Insured's job skills.

Laid Off does not include termination for cause or because the [Employee/Member] is no longer physically able to perform the job.]

**[Locked Out** means that the [Employee/Member]'s place of employment has been shut down by His employer during a labor dispute. The Lockout must be lawful.]

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

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

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

The corrected visual acuity must be:

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

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

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

The diagnosis must be made:

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

**[Loss of Work** means that the [Employee/Member] is Laid Off, Locked Out or On Strike, or any combination of the three.]

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

**[On Strike (Strike)** means that the [Employee/Member]s acting together:

- have ceased work, or
- are refusing to work or to continue to work for the [Employee/Member]'s Employer.

The Strike must be authorized under the rules of a union or unions representing the [Employee/Member] and other striking Employees.

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

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

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

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

**Premium** means the amount of money required to be paid to Us for insurance under the Policy.

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

**Regular Occupation** means the [Employee/Member]'s usual job, profession or activity for wages, compensation or profit at the start of a Total Disability covered by the Policy.

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

**Sickness** means any illness, infection, disease, allergic reaction, muscle strain due to athletic or physical activity or any other abnormal physical condition which is not caused by an Injury.

**[Spouse** means[:]

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

[2.] [the person recognized by the [Covered Employee]'s state of residence as the covered [Employee]'s civil union partner.]

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

[We will not provide insurance for the Spouse after a legal action ends a relationship described.]]

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

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

- unable to perform the substantial and material duties of the Covered [Employee]'s Occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

We will not require care of a Doctor when the Doctor tells Us that regular care would be of no further benefit to the Covered Person during such continuing Total Disability.

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

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

**You and Your** mean the Covered Person.

SERFF Tracking Number: HUMA-127667489 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number:  
 Company Tracking Number: AR ACCIDENT REFRESH 102011  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: AR Accident Refresh 102011  
 Project Name/Number: AR Accident Refresh 102011/AR Accident Refresh 102011

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Approved-Closed	02/13/2012
<b>Comments:</b>			
<b>Attachment:</b>			
Compliance Cert..pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	Approved-Closed	02/13/2012
<b>Bypass Reason:</b>	N/A Application will be submitted under separate cover.		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Explanation of Variability	Approved-Closed	02/13/2012
<b>Comments:</b>			
<b>Attachments:</b>			
AR EOV 8016.pdf			
AR EOV 8116.pdf			

**CERTIFICATION OF COMPLIANCE**  
**Arkansas Rule and Regulation 19**

I, R. Dale Vaughan, President, Kanawha Insurance Company, hereby certify that I have authority to bind and obligate the company by the filing of this form. I further certify that, to the best of my knowledge, information and belief:

(a) The accompanying form as identified above does comply with all applicable provisions of the Arkansas Rule and Regulation 19; and

(b) The form does meet the Flesch reading ease test for a score of 40 for all applicable policies, certificates and certificate riders unless the Commissioner of Insurance of the State of Arkansas requires a lower score;

Form(s):

Policy 8016 AR

Certificate 8116 AR



President

February 10, 2012

Date

**KANAWHA INSURANCE COMPANY**  
210 South White Street, Post Office Box 610  
Lancaster, South Carolina 29721-0610  
Telephone Number 1-877-378-1505

Explanation of Variables for Group Limited Benefit Accident Insurance Policy 8016 AR

**Purpose and Use of Forms**

- Hard brackets “[ ]” have been used for variable information that will either be in or out of the Policy based upon the proposed policyholder’s application and subject to the Company’s agreement.
- Brackets around numbers or alphas in a listing and punctuation or words such as “and”/”or” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Policy (including the Schedule and Eligibility sections) will always comply with the minimum statutory requirements of Arkansas.
- All names, locations, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case. “John Doe” information will vary by customer. All variables will always comply with the minimum statutory requirements of Arkansas.
- Single bracketed ages represent current marketing parameters. Changed conditions such as implementation of a national health plan or changes to Medicare eligibility may necessitate future changes.
- No changes will be made to the forms which are outside the parameters of the variability described herein.
- The term “Employee” may be replaced by “Member,” “Associate” or other similar descriptive term.
- When bracketed “[ ]”, the terms “first day of”, “Calendar Month and “Calendar Year” may be replaced by other similar descriptive terms as required by the terms of the policyholder’s plan.
- On electronic versions only, embedded table of contents coding may appear on the screen as {TC....}. These are Word field codes and will not appear on printed hard copy versions.
- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible ranges will be submitted for approval prior to implementation.

*Note that the above variables will not be explained everywhere they appear.*

Use of the term “issued” below assumes that a benefit has been applied for by the proposed policyholder and agreed to by the Company.

Page number references below are to the page on which a referenced text begins.

**Policy Face Page**

The Policy face page contains sample illustrations for filing purposes.

**Page 2**

**Table of Contents**

Page numbers will be adjusted accordingly.

**Page 3**

**Schedule** – This will print specifying classes of persons insured, those types of benefits provided by the policy, and the options and amounts issued. Policyholders will have the option of choosing multiple benefit design options to offer to different classes of employees/members. “Plan A”, “Plan B”, “Plan C” and “Plan D” are used for illustrative purposes only and are not intended to be the final marketing names of the benefit options. The marketing names will be substituted in at a later date once the names are finalized.

The following table illustrates benefit ranges available. Subject to the Company's agreement, proposed policyholders may select benefits from within the dollar ranges shown.

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident  [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000]  [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]  [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800]  [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day  [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000]  [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000]  [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000]  [Other Named Class] [\$125-\$4,000]]

<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$200,000]]  [Other Named Class] [\$5,000-\$200,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**Page 7**

**ELIGIBILITY** – This will section will print describing the classes of persons eligible as insureds and as covered dependents.

**Eligibility Requirements for Eligible Employees** – This section will print when the policyholder has specific eligibility requirements.

A variable field for naming of classes and number of hours to be eligible will print when an actively at work requirement exists.

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

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

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

Variable fields stating waiting periods for coverage will print when waiting periods apply. Non numeric bracketed texts “on Date of Employment” and “after Active Employment for” are illustrations and will vary from case to case.

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

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

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

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

Eligible [Employees/Members] must be Age [18-21] but not more than Age [65-70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

**Additional Eligibility Requirements for Dependents** – This section will print if the policy covers spouse and/or children.

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

**Page 8**

**START DATE OF INSURANCE**

Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

**EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE** – Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

**Page 9**

**FRACTURE AND DISLOCATION BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30-90] days after the date of the Accident;
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%
Lower Jaw	20%

Wrist, Elbow	20%
Finger, Toe	6%

**Page 10**

**AMBULANCE- GROUND** - This benefit will print if selected by the policyholder and approved by the company.

**AMBULANCE- AIR** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL CONFINEMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and
- starts while the Covered Person’s Certificate is in force.

**Page 11**

**ACCIDENTAL DEATH AND DISMEMBERMENT AND LOSS OF SIGHT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]’s Estate.

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;

- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.

**Page 12**

**COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.

**FIRST HOSPITALIZATION BENEFIT**- This benefit will print if selected by the policyholder and approved by the company.

**TOTAL DISABILITY PREMIUM WAIVER** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while this Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that this Policy ends;

- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

### Page 13

**ON THE JOB INSURANCE (24 HOUR INSURANCE)** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL INTENSIVE CARE UNIT BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while this Policy and the Covered Person's Certificate are in force; and
- within [30-90] days after the Accident; or
- within [7-14] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.

**FAMILY MEMBER TRAVEL/LODGING BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [50-100] miles from the Covered Person's residence because of a covered Accident. The distance traveled must be at least [50-100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;
- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.

**LOSS OF WORK BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [one (1) to six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [1 to 12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.

### Page 13

**BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS** - The following variability appears in this section.

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;
- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;
- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;

- all sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;
- hernia, carpal tunnel syndrome or any complication therefrom; or
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound).

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

**Page 15**

**NOTICE OF CLAIM** – The following variability appears in this section.

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

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

**PROOF OF LOSS** – The following variability appears in this section.

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

## Page 16

**TIME PAYMENT OF CLAIMS** – The following variability appears in this section.

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30 (or other lesser time mandated per state requirements)] days after receipt of Proof of Loss.

**PORTABILITY** The following variability appears in these sections.

### When Portability is Available

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70-75];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

### Termination of Insurance

Insurance under this Portability Privilege will automatically end of the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]

- 9) with respect to insurance for Eligible Dependents:
- a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

## Page 17

**TERMINATION OF INSURANCE – COVERED PERSONS** - The following variability appears in this section.

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or
- on this Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]]; or
- when He or She is no longer eligible for this insurance.

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

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

## Page 18

**POLICY AMENDMENT** – The following variability appears within this section.

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

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

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

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

**POLICY TERMINATION** — The following variability appears in this section.

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

We have the right to cancel this Policy on:

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

[If We have given a Rate Guarantee, We will not cancel this Policy except at the end of such Rate Guarantee period.] We will give the Policyholder at least [45-180] days' notice before this Policy is to end.

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

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

## Page 19

**CHANGE IN PREMIUM** – In this Section, all bullet items are defaults which will print unless the policyholder requests otherwise and the company agrees. The sentence, “If the Company has given a Rate Guarantee . . . .” will appear if the company has provided a rate guarantee to the policyholder.

The following variability appears in this section.

We may change the Premium rates:

- [when the number of Insureds covered changes by [10%-20%] or more after the Date of Policy, or the last renewal date, if later;]
- [when the number of Insureds covered falls below [2-10] after the Date of Policy, or the last renewal date, if later;]
- [whenever Policy terms or conditions are modified;]
- [when there is a material change in the risk insured;]
- [when the Policyholder is sold or merges with another entity;]
- [when the Policyholder purchases, acquires or establishes a new affiliate or subsidiary]; or
- [on any Policy Renewal Date.]

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

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

## Page 21

### DEFINITIONS

**Actively at Work** – This will print if eligibility has an employment requirement.

The following will print with variations appropriate to the coverage/non coverage of part-time or temporary workers.

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

The following will print with variations appropriate to the coverage/non coverage of striking workers.

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

The following will print if insurance is based on an employer/employee relationship.

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

**Ambulance** – This will print if the policy provides the related benefit.

**Association** – This will print if the policy provides the related benefit.

**Calendar Month** and **Calendar Year** – These will print depending upon the eligibility and waiting period requirements.

**Child (Children)** – This will print if the policy is one which will cover children.

**Covered Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee.

**Covered Member** – This will print when appropriate to the case, for example, when the policyholder is an association.

**Domestic Partner** - This will print if the policy is one which will cover Domestic Partners.

**Eligible Dependents** – This will print when the policy will cover spouse and/or children.

**Eligible Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a criteria for coverage.

**Eligible Person** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**Employer** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a basis for coverage.

**Family Member** - This will print if the policy provides the related benefit.

**Intensive Care Unit (ICU)** – This will print if the policy provides the related benefit.

**Laid Off** - This will print if the policy provides the related benefit.

**Locked Out** - This will print if the policy provides the related benefit.

**Loss of Foot** - This will print if the policy provides the related benefit.

**Loss of Hand** - This will print if the policy provides the related benefit.

**Loss of Sight** – This will print if the policy provides the related benefit. Variability in this definition is as follows.

The corrected visual acuity must be:

- less than [20/200-20-400];or
- a visual field restriction to [15-30] degrees or less in both eyes.

There must be clear Proof that the loss has continued without interruption for a period of at least [six (6)-twelve (12)] consecutive months after diagnosis.

**Loss of Work** - This will print if the policy provides the related benefit.

**Member** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**On Strike** – This will print if the policy provides the related benefit.

**Rate Guarantee** – This will print when the company provides the policyholder with a rate guarantee.

**Spouse** – This will print when the policy provides coverage for spouses. Variability will comply with state and policyholder requirements.

**KANAWHA INSURANCE COMPANY**  
210 South White Street, Post Office Box 610  
Lancaster, South Carolina 29721-0610  
Telephone Number 1-877-378-1505

Explanation of Variables for Group Accident Insurance Certificate 8116 AR

**Purpose and Use of Forms**

- Hard brackets “[ ]” have been used for variable information that will either be in or out of the Certificate based upon the proposed policyholder’s application and subject to the Company’s agreement.
- Brackets around numbers or alphas in a listing and punctuation or words such as “and”/”or” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Certificate (including the Schedule and Eligibility sections) will always comply with the minimum statutory requirements of Arkansas.
- All names, locations, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case. “John Doe” information will vary by customer. All variables will always comply with the minimum statutory requirements of Arkansas.
- Single bracketed ages represent current marketing parameters. Changed conditions such as implementation of a national health plan or changes to Medicare eligibility may necessitate future changes.
- No changes will be made to the forms which are outside the parameters of the variability described herein.
- The term “Employee” may be replaced by “Member,” “Associate” or other similar descriptive term.
- When bracketed “[ ]”, the terms “first day of”, “Calendar Month and “Calendar Year” may be replaced by other similar descriptive terms as required by the terms of the policyholder’s plan.
- On electronic versions only, embedded table of contents coding may appear on the screen as {TC....}. These are Word field codes and will not appear on printed hard copy versions.
- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible ranges will be submitted for approval prior to implementation.

*Note that the above variables will not be explained everywhere they appear.*

Use of the term “issued” below assumes that a benefit has been applied for by the proposed policyholder and agreed to by the Company.

Page number references below are to the page on which a referenced text begins.

**Certificate Face Page**

The Certificate face page contains sample illustrations for filing purposes.

**Page 2**

**Table of Contents**

Page numbers will be adjusted accordingly.

**Page 3**

**Schedule** – This will print specifying classes of persons insured, those types of benefits provided by the Certificate, and the options and amounts issued. The following table illustrates benefit ranges available.

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident  [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000]  [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]  [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800]  [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day  [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000]  [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000]  [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000]  [Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$200,000]  [Other Named Class] [\$5,000-

	\$200,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

## Page 4

**ELIGIBILITY** – This will section will print describing the classes of persons eligible as insureds and as covered dependents.

**Eligibility Requirements for Eligible Employees** – This section will print when the policyholder has specific eligibility requirements.

A variable field for naming of classes and number of hours to be eligible will print when an actively at work requirement exists.

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

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

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

Variable fields stating waiting periods for coverage will print when waiting periods apply. Non numeric bracketed texts “on Date of Employment” and “after Active Employment for” are illustrations and will vary from case to case.

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

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

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

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

Eligible [Employees/Members] must be Age [18-21] but not more than Age [65-70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

**Additional Eligibility Requirements for Dependents** – This section will print if the Certificate covers spouse and/or children.

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

## Page 5

### START DATE OF INSURANCE

Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

**EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE** – Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

## Page 6

**FRACTURE AND DISLOCATION BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30-90] days after the date of the Accident;
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%
Lower Jaw	20%
Wrist, Elbow	20%
Finger, Toe	6%

**Page 7**

**AMBULANCE- GROUND** - This benefit will print if selected by the policyholder and approved by the company.

**AMBULANCE- AIR** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL CONFINEMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and
- starts while the Covered Person's Certificate is in force.

#### Page 8

**ACCIDENTAL DEATH AND DISMEMBERMENT AND LOSS OF SIGHT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.

**Page 8**

**COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.

**FIRST HOSPITALIZATION BENEFIT**- This benefit will print if selected by the policyholder and approved by the company.

**Page 9**

**TOTAL DISABILITY PREMIUM WAIVER** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while this Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that this Policy ends;
- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

**ON THE JOB INSURANCE (24 HOUR INSURANCE)** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL INTENSIVE CARE UNIT BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while this Policy and the Covered Person's Certificate are in force; and
- within [30-90] days after the Accident; or
- within [7-14] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.

**FAMILY MEMBER TRAVEL/LODGING BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [50-100] miles from the Covered Person's residence because of a covered Accident. The distance traveled must be at least [50-100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;
- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.

## Page 10

**LOSS OF WORK BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [one (1) to six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [1 to 12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.

**BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS** - The following variability appears in this section.

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;
- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;
- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;
- all sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;

- hernia, carpal tunnel syndrome or any complication therefrom; or
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound).

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

## Page 11

**NOTICE OF CLAIM** – The following variability appears in this section.

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

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

**PROOF OF LOSS** – The following variability appears in this section.

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

**TIME PAYMENT OF CLAIMS** – The following variability appears in this section.

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30 (or other lesser time mandated per state requirements)] days after receipt of Proof of Loss.

**PORTABILITY** The following variability appears in these sections.

**When Portability is Available**

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70-75];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

**Termination of Insurance**

Insurance under this Portability Privilege will automatically end of the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]
- 9) with respect to insurance for Eligible Dependents:
  - a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

**TERMINATION OF INSURANCE – COVERED PERSONS** - The following variability appears in this section.

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or
- on this Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]]; or
- when He or She is no longer eligible for this insurance.

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

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

**DEFINITIONS**

**Actively at Work** – This will print if eligibility has an employment requirement.

The following will print with variations appropriate to the coverage/non coverage of part-time or temporary workers.

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

The following will print with variations appropriate to the coverage/non coverage of striking workers.

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

The following will print if insurance is based on an employer/employee relationship.

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

**Ambulance** – This will print if the policy provides the related benefit.

**Association** – This will print if the policy provides the related benefit.

**Calendar Month** and **Calendar Year** – These will print depending upon the eligibility and waiting period requirements.

**Child (Children)** – This will print if the policy is one which will cover children.

**Covered Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee.

**Covered Member** – This will print when appropriate to the case, for example, when the policyholder is an association.

**Domestic Partner** - This will print if the policy is one which will cover Domestic Partners.

**Eligible Dependents** – This will print when the policy will cover spouse and/or children.

**Eligible Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a criteria for coverage.

**Eligible Person** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**Employer** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a basis for coverage.

**Family Member** - This will print if the policy provides the related benefit.

**Intensive Care Unit (ICU)** – This will print if the policy provides the related benefit.

**Laid Off** - This will print if the policy provides the related benefit.

**Locked Out** - This will print if the policy provides the related benefit.

**Loss of Foot** - This will print if the policy provides the related benefit.

**Loss of Hand** - This will print if the policy provides the related benefit.

**Loss of Sight** – This will print if the policy provides the related benefit. Variability in this definition is as follows.

The corrected visual acuity must be:

- less than [20/200-20-400];or
- a visual field restriction to [15-30] degrees or less in both eyes.

There must be clear Proof that the loss has continued without interruption for a period of at least [six (6)-twelve (12)] consecutive months after diagnosis.

**Loss of Work** - This will print if the policy provides the related benefit.

**Member** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**On Strike** – This will print if the policy provides the related benefit.

**Spouse** – This will print when the policy provides coverage for spouses. Variability will comply with state and policyholder requirements.

SERFF Tracking Number: HUMA-127667489 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number:  
 Company Tracking Number: AR ACCIDENT REFRESH 102011  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: AR Accident Refresh 102011  
 Project Name/Number: AR Accident Refresh 102011/AR Accident Refresh 102011

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/06/2011	Supporting Document	Explanation of Variability	02/13/2012	AR EOV 8016.pdf (Superseded) AR EOV 8116.pdf (Superseded)
12/06/2011	Form	Group Limited Benefit Accident Insurance Policy	02/13/2012	Accident Refresh Policy (AR).pdf (Superseded)
12/06/2011	Form	Group Limited Benefit Accident Certificate of Insurance	02/13/2012	Accident Refresh Certificate (AR).pdf (Superseded)

**KANAWHA INSURANCE COMPANY**  
210 South White Street, Post Office Box 610  
Lancaster, South Carolina 29721-0610  
Telephone Number 1-877-378-1505

Explanation of Variables for Group Limited Benefit Accident Insurance Policy 8016 AR

**Purpose and Use of Forms**

- Hard brackets “[ ]” have been used for variable information that will either be in or out of the Policy based upon the proposed policyholder’s application and subject to the Company’s agreement.
- Brackets around numbers or alphas in a listing and punctuation or words such as “and”/”or” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Policy (including the Schedule and Eligibility sections) will always comply with the minimum statutory requirements of Arkansas.
- All names, locations, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case. “John Doe” information will vary by customer. All variables will always comply with the minimum statutory requirements of Arkansas.
- Single bracketed ages represent current marketing parameters. Changed conditions such as implementation of a national health plan or changes to Medicare eligibility may necessitate future changes.
- No changes will be made to the forms which are outside the parameters of the variability described herein.
- The term “Employee” may be replaced by “Member,” “Associate” or other similar descriptive term.
- When bracketed “[ ]”, the terms “first day of”, “Calendar Month and “Calendar Year” may be replaced by other similar descriptive terms as required by the terms of the policyholder’s plan.
- On electronic versions only, embedded table of contents coding may appear on the screen as {TC....}. These are Word field codes and will not appear on printed hard copy versions.
- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible ranges will be submitted for approval prior to implementation.

*Note that the above variables will not be explained everywhere they appear.*

Use of the term “issued” below assumes that a benefit has been applied for by the proposed policyholder and agreed to by the Company.

Page number references below are to the page on which a referenced text begins.

**Policy Face Page**

The Policy face page contains sample illustrations for filing purposes.

**Page 2**

**Table of Contents**

Page numbers will be adjusted accordingly.

**Page 3**

**Schedule** – This will print specifying classes of persons insured, those types of benefits provided by the policy, and the options and amounts issued. Policyholders will have the option of choosing multiple benefit design options to offer to different classes of employees/members. “Plan A”, “Plan B”, “Plan C” and “Plan D” are used for illustrative purposes only and are not intended to be the final marketing names of the benefit options. The marketing names will be substituted in at a later date once the names are finalized.

The following table illustrates benefit ranges available. Subject to the Company's agreement, proposed policyholders may select benefits from within the dollar ranges shown.

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident  [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000]  [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]  [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800]  [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day  [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000]  [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000]  [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000]  [Other Named Class] [\$125-\$4,000]]

<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$160,000]  [Other Named Class] [\$5,000-\$160,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

## Page 7

**ELIGIBILITY** – This will section will print describing the classes of persons eligible as insureds and as covered dependents.

**Eligibility Requirements for Eligible Employees** – This section will print when the policyholder has specific eligibility requirements.

A variable field for naming of classes and number of hours to be eligible will print when an actively at work requirement exists.

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

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

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

Variable fields stating waiting periods for coverage will print when waiting periods apply. Non numeric bracketed texts “on Date of Employment” and “after Active Employment for” are illustrations and will vary from case to case.

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

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

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

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

Eligible [Employees/Members] must be Age [18-21] but not more than Age [65-70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

**Additional Eligibility Requirements for Dependents** – This section will print if the policy covers spouse and/or children.

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

## Page 8

### START DATE OF INSURANCE

Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

**EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE** – Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

**Page 9**

**FRACTURE AND DISLOCATION BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30-90] days after the date of the Accident;
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%
Lower Jaw	20%

Wrist, Elbow	20%
Finger, Toe	6%

**Page 10**

**AMBULANCE- GROUND** - This benefit will print if selected by the policyholder and approved by the company.

**AMBULANCE- AIR** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL CONFINEMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and
- starts while the Covered Person’s Certificate is in force.

**Page 11**

**ACCIDENTAL DEATH AND DISMEMBERMENT AND LOSS OF SIGHT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]’s Estate.

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;

- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.

**Page 12**

**COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.

**FIRST HOSPITALIZATION BENEFIT**- This benefit will print if selected by the policyholder and approved by the company.

**TOTAL DISABILITY PREMIUM WAIVER** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while this Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that this Policy ends;

- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

### Page 13

**ON THE JOB INSURANCE (24 HOUR INSURANCE)** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL INTENSIVE CARE UNIT BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while this Policy and the Covered Person's Certificate are in force; and
- within [30-90] days after the Accident; or
- within [7-14] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.

**FAMILY MEMBER TRAVEL/LODGING BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [50-100] miles from the Covered Person's residence because of a covered Accident. The distance traveled must be at least [50-100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;
- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.

**LOSS OF WORK BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [one (1) to six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [1 to 12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.

### Page 13

**BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS** - The following variability appears in this section.

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;
- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;
- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;

- all sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;
- hernia, carpal tunnel syndrome or any complication therefrom; or
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound).

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

**Page 15**

**NOTICE OF CLAIM** – The following variability appears in this section.

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

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

**PROOF OF LOSS** – The following variability appears in this section.

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

**Page 16**

**TIME PAYMENT OF CLAIMS** – The following variability appears in this section.

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30 (or other lesser time mandated per state requirements)] days after receipt of Proof of Loss.

**PORTABILITY** The following variability appears in these sections.

**When Portability is Available**

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70-75];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

**Termination of Insurance**

Insurance under this Portability Privilege will automatically end of the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]

- 9) with respect to insurance for Eligible Dependents:
- a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

## Page 17

**TERMINATION OF INSURANCE – COVERED PERSONS** - The following variability appears in this section.

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or
- on this Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]]; or
- when He or She is no longer eligible for this insurance.

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

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

## Page 18

**POLICY AMENDMENT** – The following variability appears within this section.

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

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

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

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

**POLICY TERMINATION** — The following variability appears in this section.

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

We have the right to cancel this Policy on:

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

[If We have given a Rate Guarantee, We will not cancel this Policy except at the end of such Rate Guarantee period.] We will give the Policyholder at least [45-180] days' notice before this Policy is to end.

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

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

## Page 19

**CHANGE IN PREMIUM** – In this Section, all bullet items are defaults which will print unless the policyholder requests otherwise and the company agrees. The sentence, “If the Company has given a Rate Guarantee . . . . “ will appear if the company has provided a rate guarantee to the policyholder.

The following variability appears in this section.

We may change the Premium rates:

- [when the number of Insureds covered changes by [10%-20%] or more after the Date of Policy, or the last renewal date, if later;]
- [when the number of Insureds covered falls below [2-10] after the Date of Policy, or the last renewal date, if later;]
- [whenever Policy terms or conditions are modified;]
- [when there is a material change in the risk insured;]
- [when the Policyholder is sold or merges with another entity;]
- [when the Policyholder purchases, acquires or establishes a new affiliate or subsidiary]; or
- [on any Policy Renewal Date.]

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

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

## Page 21

### DEFINITIONS

**Actively at Work** – This will print if eligibility has an employment requirement.

The following will print with variations appropriate to the coverage/non coverage of part-time or temporary workers.

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

The following will print with variations appropriate to the coverage/non coverage of striking workers.

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

The following will print if insurance is based on an employer/employee relationship.

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

**Ambulance** – This will print if the policy provides the related benefit.

**Association** – This will print if the policy provides the related benefit.

**Calendar Month** and **Calendar Year** – These will print depending upon the eligibility and waiting period requirements.

**Child (Children)** – This will print if the policy is one which will cover children.

**Covered Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee.

**Covered Member** – This will print when appropriate to the case, for example, when the policyholder is an association.

**Domestic Partner** - This will print if the policy is one which will cover Domestic Partners.

**Eligible Dependents** – This will print when the policy will cover spouse and/or children.

**Eligible Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a criteria for coverage.

**Eligible Person** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**Employer** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a basis for coverage.

**Family Member** - This will print if the policy provides the related benefit.

**Intensive Care Unit (ICU)** – This will print if the policy provides the related benefit.

**Laid Off** - This will print if the policy provides the related benefit.

**Locked Out** - This will print if the policy provides the related benefit.

**Loss of Foot** - This will print if the policy provides the related benefit.

**Loss of Hand** - This will print if the policy provides the related benefit.

**Loss of Sight** – This will print if the policy provides the related benefit. Variability in this definition is as follows.

The corrected visual acuity must be:

- less than [20/200-20-400];or
- a visual field restriction to [15-30] degrees or less in both eyes.

There must be clear Proof that the loss has continued without interruption for a period of at least [six (6)-twelve (12)] consecutive months after diagnosis.

**Loss of Work** - This will print if the policy provides the related benefit.

**Member** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**On Strike** – This will print if the policy provides the related benefit.

**Rate Guarantee** – This will print when the company provides the policyholder with a rate guarantee.

**Spouse** – This will print when the policy provides coverage for spouses. Variability will comply with state and policyholder requirements.

**KANAWHA INSURANCE COMPANY**  
210 South White Street, Post Office Box 610  
Lancaster, South Carolina 29721-0610  
Telephone Number 1-877-378-1505

Explanation of Variables for Group Accident Insurance Certificate 8116 AR

**Purpose and Use of Forms**

- Hard brackets “[ ]” have been used for variable information that will either be in or out of the Certificate based upon the proposed policyholder’s application and subject to the Company’s agreement.
- Brackets around numbers or alphas in a listing and punctuation or words such as “and”/”or” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Certificate (including the Schedule and Eligibility sections) will always comply with the minimum statutory requirements of Arkansas.
- All names, locations, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case. “John Doe” information will vary by customer. All variables will always comply with the minimum statutory requirements of Arkansas.
- Single bracketed ages represent current marketing parameters. Changed conditions such as implementation of a national health plan or changes to Medicare eligibility may necessitate future changes.
- No changes will be made to the forms which are outside the parameters of the variability described herein.
- The term “Employee” may be replaced by “Member,” “Associate” or other similar descriptive term.
- When bracketed “[ ]”, the terms “first day of”, “Calendar Month and “Calendar Year” may be replaced by other similar descriptive terms as required by the terms of the policyholder’s plan.
- On electronic versions only, embedded table of contents coding may appear on the screen as {TC....}. These are Word field codes and will not appear on printed hard copy versions.
- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible ranges will be submitted for approval prior to implementation.

*Note that the above variables will not be explained everywhere they appear.*

Use of the term “issued” below assumes that a benefit has been applied for by the proposed policyholder and agreed to by the Company.

Page number references below are to the page on which a referenced text begins.

**Certificate Face Page**

The Certificate face page contains sample illustrations for filing purposes.

**Page 2**

**Table of Contents**

Page numbers will be adjusted accordingly.

**Page 3**

**Schedule** – This will print specifying classes of persons insured, those types of benefits provided by the Certificate, and the options and amounts issued. The following table illustrates benefit ranges available.

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident  [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000]  [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]  [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800]  [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day  [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000]  [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000]  [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000]  [Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$160,000]  [Other Named Class] [\$5,000-

	\$160,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

## Page 4

**ELIGIBILITY** – This will section will print describing the classes of persons eligible as insureds and as covered dependents.

**Eligibility Requirements for Eligible Employees** – This section will print when the policyholder has specific eligibility requirements.

A variable field for naming of classes and number of hours to be eligible will print when an actively at work requirement exists.

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

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

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

Variable fields stating waiting periods for coverage will print when waiting periods apply. Non numeric bracketed texts “on Date of Employment” and “after Active Employment for” are illustrations and will vary from case to case.

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

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

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

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

Eligible [Employees/Members] must be Age [18-21] but not more than Age [65-70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

**Additional Eligibility Requirements for Dependents** – This section will print if the Certificate covers spouse and/or children.

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

## Page 5

### START DATE OF INSURANCE

Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

**EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE** – Dates are at policyholder request, subject to the company’s agreement. Dates shown are illustrations and will vary from case to case.

## Page 6

**FRACTURE AND DISLOCATION BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30-90] days after the date of the Accident;
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%
Lower Jaw	20%
Wrist, Elbow	20%
Finger, Toe	6%

**Page 7**

**AMBULANCE- GROUND** - This benefit will print if selected by the policyholder and approved by the company.

**AMBULANCE- AIR** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL CONFINEMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and
- starts while the Covered Person's Certificate is in force.

#### Page 8

**ACCIDENTAL DEATH AND DISMEMBERMENT AND LOSS OF SIGHT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.

## Page 8

**COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.

**FIRST HOSPITALIZATION BENEFIT**- This benefit will print if selected by the policyholder and approved by the company.

## Page 9

**TOTAL DISABILITY PREMIUM WAIVER** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while this Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that this Policy ends;
- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

**ON THE JOB INSURANCE (24 HOUR INSURANCE)** - This benefit will print if selected by the policyholder and approved by the company.

**HOSPITAL INTENSIVE CARE UNIT BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while this Policy and the Covered Person's Certificate are in force; and
- within [30-90] days after the Accident; or
- within [7-14] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.

**FAMILY MEMBER TRAVEL/LODGING BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [50-100] miles from the Covered Person's residence because of a covered Accident. The distance traveled must be at least [50-100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;
- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.

## Page 10

**LOSS OF WORK BENEFIT** - This benefit will print if selected by the policyholder and approved by the company. The following variability appears in this section.

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [one (1) to six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [1 to 12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.

**BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS** - The following variability appears in this section.

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;
- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;
- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;
- all sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;

- hernia, carpal tunnel syndrome or any complication therefrom; or
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound).

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

## Page 11

**NOTICE OF CLAIM** – The following variability appears in this section.

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

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

**PROOF OF LOSS** – The following variability appears in this section.

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

**TIME PAYMENT OF CLAIMS** – The following variability appears in this section.

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30 (or other lesser time mandated per state requirements)] days after receipt of Proof of Loss.

**PORTABILITY** The following variability appears in these sections.

**When Portability is Available**

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70-75];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

**Termination of Insurance**

Insurance under this Portability Privilege will automatically end of the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]
- 9) with respect to insurance for Eligible Dependents:
  - a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

**TERMINATION OF INSURANCE – COVERED PERSONS** - The following variability appears in this section.

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or
- on this Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]]; or
- when He or She is no longer eligible for this insurance.

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

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

## **DEFINITIONS**

**Actively at Work** – This will print if eligibility has an employment requirement.

The following will print with variations appropriate to the coverage/non coverage of part-time or temporary workers.

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

The following will print with variations appropriate to the coverage/non coverage of striking workers.

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

The following will print if insurance is based on an employer/employee relationship.

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

**Ambulance** – This will print if the policy provides the related benefit.

**Association** – This will print if the policy provides the related benefit.

**Calendar Month** and **Calendar Year** – These will print depending upon the eligibility and waiting period requirements.

**Child (Children)** – This will print if the policy is one which will cover children.

**Covered Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee.

**Covered Member** – This will print when appropriate to the case, for example, when the policyholder is an association.

**Domestic Partner** - This will print if the policy is one which will cover Domestic Partners.

**Eligible Dependents** – This will print when the policy will cover spouse and/or children.

**Eligible Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a criteria for coverage.

**Eligible Person** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**Employer** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a basis for coverage.

**Family Member** - This will print if the policy provides the related benefit.

**Intensive Care Unit (ICU)** – This will print if the policy provides the related benefit.

**Laid Off** - This will print if the policy provides the related benefit.

**Locked Out** - This will print if the policy provides the related benefit.

**Loss of Foot** - This will print if the policy provides the related benefit.

**Loss of Hand** - This will print if the policy provides the related benefit.

**Loss of Sight** – This will print if the policy provides the related benefit. Variability in this definition is as follows.

The corrected visual acuity must be:

- less than [20/200-20-400];or
- a visual field restriction to [15-30] degrees or less in both eyes.

There must be clear Proof that the loss has continued without interruption for a period of at least [six (6)-twelve (12)] consecutive months after diagnosis.

**Loss of Work** - This will print if the policy provides the related benefit.

**Member** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**On Strike** – This will print if the policy provides the related benefit.

**Spouse** – This will print when the policy provides coverage for spouses. Variability will comply with state and policyholder requirements.

# KANAWHA INSURANCE COMPANY

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

## GROUP LIMITED BENEFIT ACCIDENT INSURANCE POLICY

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

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

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

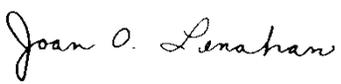
This Policy may be renewed on each Policy Renewal Date by agreement between the Company and the Policyholder. Any change in the terms will be shown on an amendment, an endorsement or amended Schedule.

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

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

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

Signed for the Company

[  ]

[  ]

[Joan O. Lenahan]  
[Vice President and Corporate Secretary]

[R. Dale Vaughan]  
[President]

### THIS IS A LIMITED POLICY. READ IT CAREFULLY.

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

## GROUP LIMITED BENEFIT ACCIDENT INSURANCE POLICY NON-PARTICIPATING

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**SCHEDULE OF BENEFITS**

**[PLAN [A]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

<b>BENEFIT</b>	<b>AMOUNT</b>
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900] [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000]

	[Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$160,000]] [Other Named Class] [\$5,000-\$160,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**[PLAN [B]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

<b>BENEFIT</b>	<b>AMOUNT</b>
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident]
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]

	[Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000] [Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$160,000]] [Other Named Class] [\$5,000-\$160,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]

<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**[PLAN [C]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

<b>BENEFIT</b>	<b>AMOUNT</b>
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident]
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900] [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-

	\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000] [Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$160,000]] [Other Named Class] [\$5,000-\$160,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**[PLAN [D]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident  [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000]  [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900]  [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800]  [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day  [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000]  [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000]  [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000]  [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000]  [Other Named Class] [\$125-\$4,000]]
<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$160,000]  [Other Named Class] [\$5,000-\$160,000]]

<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

## ELIGIBILITY

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

[Named Class]  
[Other Named Class]

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

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

### **[[Eligibility Requirements for Eligible [Employees/Members]]**

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

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

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

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

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

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

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

Eligible [Employees/Members] must be Age [18] but not more than Age [70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

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

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

### **ELIGIBILITY TO ENROLL**

A person is Eligible to Enroll when He or She:

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

### **START DATE OF INSURANCE**

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

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

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

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

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

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

### **BENEFITS**

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

Benefits available to Covered Persons are shown on their Certificates.

Benefits shown on a Certificate are available to persons:

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

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

### **ACCIDENT MEDICAL EXPENSE**

If a Covered Person receives treatment as a result of an Accident, We will pay the actual expenses. Payment will not exceed the amount shown in the Schedule of Benefits for any one Accident.

Treatment must:

- be provided by a Doctor; or

- be provided in a Hospital Emergency Room.

**[FRACTURE AND DISLOCATION BENEFIT**

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30] days after the date of the Accident; and
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%
Lower Jaw	20%
Wrist, Elbow	20%
Finger, Toe	6%

]

**[AMBULANCE- GROUND**

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If a Covered Person receives transportation in an Ambulance by ground as a result of an Accident, We will pay the actual ground Ambulance charges. The total benefit payable for all ground Ambulance services in connection with any one Accident will not exceed the amount shown in the Schedule of Benefits.

Transportation must:

- be to a Hospital within a 100-mile radius from where the Accident occurred; or
- from a Hospital to the Covered Person's home.

If a Covered Person requires transportation in an Ambulance by ground as a result of an Emergency, We will pay the actual ground Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

#### **[AMBULANCE- AIR**

If a Covered Person receives transportation in an Ambulance by air as a result of an Accident, We will pay the actual air Ambulance charges. The total benefit payable for all air Ambulance services in connection with any one Accident will not exceed the amount shown on the Schedule of Benefits.

Transportation must be to a Hospital within a 100-mile radius from where the Accident occurred.

If a Covered Person requires transportation in an Ambulance by air as a result of an Emergency, We will pay the actual air Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

#### **[HOSPITAL CONFINEMENT**

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and
- starts while the Covered Person's Certificate is in force.]

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

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

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- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

#### **[COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT**

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.]

#### **[FIRST HOSPITALIZATION BENEFIT**

We will pay the benefit shown on the Schedule of Benefits for a Covered Person's First Hospital Confinement due to an Accident. The Hospital Confinement must:

- be due to an Accident; and
- be at the direction of and under the supervision of a Doctor.

The First Hospital Confinement benefit is limited to one per Calendar Year for each Covered Person. The benefit amount is not a cumulative benefit and will not exceed the amount listed on the Schedule of Benefits for each Covered Person for each Calendar Year.]

### **[TOTAL DISABILITY PREMIUM WAIVER**

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while this Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that this Policy ends;
- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

### **[ON THE JOB INSURANCE (24 HOUR INSURANCE)**

We will provide insurance for injuries [, including Total Disability Premium Waiver,] due to an Accident that are covered by Workers' Compensation or occupational disease law.]

### **[HOSPITAL INTENSIVE CARE UNIT BENEFIT**

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while this Policy and the Covered Person's Certificate are in force; and
- within [30] days after the Accident; or
- within [7] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.]

### **[FAMILY MEMBER TRAVEL/LODGING BENEFIT**

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [100] miles from the Covered Person's residence because of a covered Accident. The distance traveled must be at least [100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;

- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.]

### **[LOSS OF WORK BENEFIT**

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.]

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

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;
- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;

- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;
- all Sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of Pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;
- hernia, carpal tunnel syndrome or any complication therefrom;
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound); or
- re-Injury of an existing Injury for which benefits have already been paid.

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of claim must be given to Us within 20 days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

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

### **PROOF OF LOSS**

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

### **PAYMENT OF CLAIMS**

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

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

- the named beneficiary; or
- The Insured's estate.

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

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

### **RIGHT TO RECOVERY**

We reserve the right to recover any payments made by Us that were:

- made in error;
- made to You and/or any party on Your behalf, where We determine that such payment made is greater than the amount payable under the Policy;
- made to You and/or any party on Your behalf based on fraudulent or misrepresented information; or
- made to You and/or any party on Your behalf for charges that were discounted, waived or rebated.

### **RIGHT TO COLLECT NEEDED INFORMATION**

You must cooperate with Us and when asked, assist Us by:

- authorizing the release of medical information including the names of all providers from whom You received medical attention;
- obtaining medical information and/or records from any provider as requested by Us;
- providing information regarding the circumstances of Your Accident; and
- providing information We request to administer the Policy.

If You fail to cooperate or provide the necessary information, We may recover payments made by Us and deny any pending or subsequent Claim for which the needed information is requested.

### **TIME PAYMENT OF CLAIMS**

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

## **PORTABILITY**

Portability allows an Insured to continue the benefits shown on the Schedule of Benefits under certain conditions when insurance under this Policy would otherwise terminate.

Insurance is provided under the terms and conditions of this Policy. However, when ported insurance continues after this Policy terminates, each Insured is a member of a group of insured persons.

### **When Portability is Available**

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

### **Portability Insurance**

The benefits, terms and conditions of the portability insurance will be the same as those provided under the Policy when the insurance terminated. Portability insurance may include any Eligible Dependents who were covered under the Policy. Any change made to the Policy after a person is covered under this Portability Privilege will not apply to that person unless it is required by law.

Portability coverage will be effective on the day after insurance under the Policy is terminated, when the first Premium for portability insurance is paid.

### **Portability Premiums**

Premiums are due and payable in advance of the Premium due date. Premium due dates are the first day of each Calendar Month. The portability Premium rate is the rate in effect under the Policy. The Premium rate for portability insurance may change for the class of covered persons on portability on any Premium due date. Written notice will be given at least 45 days before the change is to take effect.

### **Grace Period**

The Grace Period, as defined in the Policy, will apply to each certificate holder of portability insurance as if such covered person is the Policyholder.

### **Termination of Insurance**

Insurance under this Portability Privilege will automatically end of the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]
- 9) with respect to insurance for Eligible Dependents:
  - a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

### **Termination of the Policy**

If the Policy terminates, covered persons will be eligible to exercise the Portability Privilege on the termination date of the Policy. Portability insurance may continue beyond the termination date of the Policy, subject to timely payment of Premiums. Benefits for Portability insurance will be determined as if the Policy had remained in full force and effect.

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

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or
- on this Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]; or
- when He or She is no longer eligible for this insurance.

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

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

### **VOLUNTARY TERMINATION**

The Policyholder must notify Us of voluntary terminations. The date that insurance ends will be the [last] day of the [Calendar Month] in which the termination took place. If the Policyholder fails to report

voluntary terminations, Our liability shall be limited to a return of Premium back to the date on which insurance should have ended, less any Claims paid during this period.

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

### **POLICYHOLDER RENEWAL**

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

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

### **POLICY AMENDMENT**

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

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

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

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

### **POLICY TERMINATION**

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

We have the right to cancel this Policy on:

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

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

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

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

## **PREMIUM PROVISIONS**

### **PREMIUMS**

Premiums are payable to the Company.

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

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

### **CHANGE IN PREMIUM**

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We may change the Premium rates:

- [when the number of Insureds covered changes by [10%-20%] or more after the Date of Policy, or the last renewal date, if later;]
- [when the number of Insureds covered falls below [2-10] after the Date of Policy, or the last renewal date, if later;]
- [whenever Policy terms or conditions are modified;]
- [when there is a material change in the risk insured;]
- [when the Policyholder is sold or merges with another entity;]
- [when the Policyholder purchases, acquires or establishes a new affiliate or subsidiary]; or
- [on any Policy Renewal Date.]

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

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

### **GRACE PERIOD**

This Policy has a thirty-one (31) day Grace Period. If any required Premium is not paid on or before the due date, it may be paid subsequently during the Grace Period. During the Grace Period, the Policy will stay in force. If full payment is not received within the Grace Period, insurance will be terminated effective the first day of the Grace Period.

### **PREMIUM REFUNDS**

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

### **GENERAL PROVISIONS**

#### **AGREEMENTS AND POLICY CHANGES**

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

#### **ASSIGNMENT**

The Insured may assign proceeds of a Claim by notifying Us in writing.

We are not responsible:

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

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

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

## **BENEFICIARY, CHANGE OF BENEFICIARY**

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

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

We are not:

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

## **CERTIFICATES**

We will deliver a Certificate electronically, unless otherwise required by state law, to the Policyholder for delivery to each Insured stating:

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

## **CONFORMITY WITH STATE STATUTES**

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

## **DATA REQUIRED**

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

## **DATE OF BIRTH**

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

## **ENTIRE CONTRACT**

This Policy, the Certificate of Insurance, the Application as well as any endorsements and amendments shall make up the entire contract.

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

## **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a Covered Person examined by a medical professional of Our choice. We may use this right as often as reasonably required during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **INCONTESTABILITY**

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

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

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

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

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

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

### **INSURANCE FRAUD**

Any person who knowingly and with the intent to defraud or deceive any insurance company or other person, files a statement of Claim containing false, incomplete or missing information commits a fraudulent insurance act, which is a crime and maybe be subject to criminal and civil penalties.

If a Covered Person commits fraud against Us, as determined by Us, the Covered Person's insurance ends automatically, without notice, as of the date fraud is committed or as of the date otherwise determined by Us.

### **LEGAL ACTIONS**

Legal action cannot be taken against Kanawha Insurance Company:

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

### **NON-PARTICIPATING**

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

### **DEFINITIONS**

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

**Accident (Accidental)** means a sudden, unexpected, unforeseen and external event that causes bodily Injury to a Covered Person. Accident does not include:

- Sickness;
- bodily, emotional, psychological or mental infirmity; or
- [any condition covered by Worker's Compensation or occupational disease law.]

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the start date of insurance. Age increases by one year on each Policy anniversary.

**Ambulance** means a conveyance that meets state rules or is licensed by a state for the Emergency movement of persons suffering from Injury.]

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

**Association** means an entity that:

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

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

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

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

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

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

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

Child does not include a:

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

**Claim** means notification to Us requesting payment of an amount due under the terms of the Policy. [Claim also includes a request to waive Premiums under the Total Disability Premium Waiver benefit.]

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

**Common Carrier** means a carrier which transports fare-paying passengers (not a pilot, operator or crew-member) from one place to another for a specific amount of fees charged and is limited specifically to:

- commercial airlines;
- passenger trains; or
- intercity bus lines.

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

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

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

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

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

**Date of Policy** means the effective date of this Policy.

**Doctor** means a medical practitioner of the healing arts duly licensed in the state where services are rendered and acting within the scope of such license. The person must be licensed and practicing in the United States.

Doctor does not include:

- You;
- a chiropractor, homeopath, naturopath or psychologist;
- a person related to You by blood, marriage or adoption; or
- a medical doctor or other person practicing outside of the United States.

**[Domestic Partner** means a person of the same or opposite sex who:

- has lived with You at the same regular residence and been Your sole Domestic Partner continuously for a minimum of six months and intends to continue such indefinitely;
- is not legally married to anyone else;
- is 18 years of age or older;
- is not related to You; and
- is financially interdependent with You.]

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

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

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

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

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

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

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

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

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

**[Eligible Person** means someone who:

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

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

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

**Emergency Treatment (Emergency)** means medical attention provided after the acute onset of symptoms relating to Injuries, including severe pain, which symptoms are severe enough that the lack of immediate medical attention a prudent layperson could reasonably expect to result in any of the following:

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

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

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

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

Enrollment may be by paper forms or electronic means.

**[Family Member** means one of the following. Your:

- Spouse;
- Child;
- brother or sister (including stepbrother or stepsister);
- parent(s) (including stepparent(s));
- grandchild;
- father-in-law; or
- mother-in-law.]

**His, Her, He and She** all mean the Covered Person.

**Hospital** means a public or private institution which:

- is licensed and operated as a Hospital;
- provides to inpatients diagnostic and therapeutic services for medical diagnosis, treatment and care of injured or sick persons;
- is supervised by a Doctor;
- has full-time nurses supervised by a Registered Nurse; and
- has on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities.

A Hospital is not:

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- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- an inpatient or outpatient residential treatment center;
- an inpatient or outpatient addiction treatment center; or
- a mental institution.

**Hospital Confinement** means confinement as an inpatient in a Hospital for which a room and board charge is made by the Hospital. It does not include confinement for an observation room or a fractional part of a day.

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

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

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

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

An ICU is not:

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

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

**[Laid Off** means that the [Employee/Member]'s job has been ended or suspended by His employer due to:

- a decrease in output by the Employer;
- a decrease in staff due to economic conditions;
- a reorganization that eliminates the Insured's job; or
- a reorganization that eliminates the Employer's need for the Insured's job skills.

Laid Off does not include termination for cause or because the [Employee/Member] is no longer physically able to perform the job.]

**[Locked Out** means that the [Employee/Member]'s place of employment has been shut down by His employer during a labor dispute. The Lockout must be lawful.]

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

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

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

The corrected visual acuity must be:

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

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

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

The diagnosis must be made:

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

**[Loss of Work** means that the [Employee/Member] is Laid Off, Locked Out or On Strike, or any combination of the three.]

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

**[On Strike (Strike)** means that the [Employee/Member]s acting together:

- have ceased work, or
- are refusing to work or to continue to work for the [Employee/Member]'s Employer.

The Strike must be authorized under the rules of a union or unions representing the [Employee/Member] and other striking Employees.

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

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

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

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

**Premium** means the amount of money required to be paid to Us for insurance under the Policy.

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

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

**Regular Occupation** means the [Employee/Member]'s usual job, profession or activity for wages, compensation or profit at the start of a Total Disability covered by this Policy.

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

**Sickness** means any illness, infection, disease, allergic reaction, muscle strain due to athletic or physical activity or any other abnormal physical condition which is not caused by an Injury.

**[Spouse** means[:]

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

[2.] [the person recognized by the [Covered Employee]'s state of residence as the covered [Employee]'s civil union partner.]

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

[We will not provide insurance for the Spouse after a legal action ends a relationship described.]]

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

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

- unable to perform the substantial and material duties of the Covered [Employee]’s Occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

We will not require care of a Doctor when the Doctor tells Us that regular care would be of no further benefit to the Covered Person during such continuing Total Disability.

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

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

**You and Your** mean the Covered Person.

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# KANAWHA INSURANCE COMPANY

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

## GROUP LIMITED BENEFIT ACCIDENT CERTIFICATE OF INSURANCE NON-PARTICIPATING

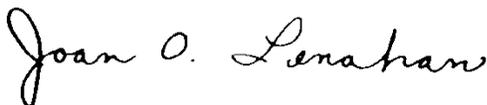
[ POLICYHOLDER LOGO (OPTIONAL) ]

**[Policyholder: ABC Policyholder]**  
**[Policy Number: XXX-XXXXXXX]**  
**[Policy Effective Date: DATE]**  
**[Certificate Effective Date: DATE]**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this Certificate consisting of this form and any additional forms which have been made a part of this certificate. This Certificate replaces any other Certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this Certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

The benefits outlined in this Certificate are effective only if You are eligible for insurance, become insured and remain insured in accordance with the terms of the Policy.

Signed for the Company,



[Joan O. Lenahan]  
[Corporate Vice President and Secretary]



[R. Dale Vaughan]  
[President]

THE POLICY PROVIDES GROUP ACCIDENT INSURANCE. IT ONLY PROVIDES STATED ACCIDENT BENEFITS OR OTHER BENEFITS THAT MAY BE ADDED.

**THE POLICY PROVIDES LIMITED BENEFITS. READ IT CAREFULLY.**

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## SCHEDULE OF BENEFITS

INSUREDS:

[Named Class]

[Other Named Class]

BENEFIT	AMOUNT
<b>Accident Medical Expense</b>	[Named Class] [\$250-\$8,000]/per Accident [Other Named Class] [\$250-\$8,000]/per Accident
<b>[Fracture and Dislocation Benefit</b>	[Named Class] [\$375-\$12,000] [Other Named Class] [\$375-\$12,000]]
<b>[Ambulance- Ground</b>	[Named Class] [\$35-\$900] [Other Named Class] [\$35-\$900]]
<b>[Ambulance- Air</b>	[Named Class] [\$75-\$1,800] [Other Named Class] [\$75-\$1,800]
<b>[Hospital Confinement Benefit</b>	[Named Class] [\$35-\$1,000]/per day [Other Named Class] [\$35-\$1,000]]/per day
<b>[Accidental Death and Dismemberment and Loss of Sight Benefit</b>	
[Loss of Life	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[Any combo of 2 or more Hands, Feet or Eyes	[Named Class] [\$2,500-\$80,000] [Other Named Class] [\$2,500-\$80,000]]
[ Loss of single Hand, Foot or Eye	[Named Class] [\$1,250-\$40,000] [Other Named Class] [\$1,250-\$40,000]]
[Multiple Fingers and/or Toes	[Named Class] [\$250-\$8,000] [Other Named Class] [\$250-\$8,000]]
[ Single Finger or Toe	[Named Class] [\$125-\$4,000] [Other Named Class] [\$125-\$4,000]]

<b>[Common Carrier Accidental Death and Dismemberment</b>	[Named Class] [\$5,000-\$160,000]  [Other Named Class] [\$5,000-\$160,000]]
<b>[First Hospitalization Benefit</b>	[Named Class] [\$125-\$4,000] once per year  [Other Named Class] [\$125-\$4,000] once per year]
<b>[Total Disability Premium Waiver</b>	If Covered Employee becomes Totally Disabled prior to age [60] as the result of an Accident, Premiums waived after [6-12] months of total and continuous disability.]
<b>[On the Job Insurance (24 hour insurance)</b>	[Included] [Not Included]]
<b>[Hospital Intensive Care Unit Benefit</b>	[Named Class] [\$125-\$1,800] per day  [Other Named Class] [\$125-\$1,800] per day]
<b>[Family Member Travel/Lodging Benefit</b>	[Named Class] [\$50-\$500] per day  [Other Named Class] [\$50-\$500] per day]
<b>[Loss of Work Benefit</b>	[Included] [Not Included]]

**ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

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

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

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

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

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

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

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

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

Eligible [Employees/Members] must be Age [18] but not more than Age [70]. The Maximum Renewal Age is to Age [70-75]. [However, the [Employee/Member] who remains Actively At Work after Age [70-75] will remain an Eligible [Employee/Member].]

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

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

[Spouses must be Age [18-70] but not more than Age [70-75].] [A Spouse who is an Eligible [Employee/Member] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [19-30].] [A child who is an Eligible [Employee/Member] may be covered as an Insured or a Child, but not both.]]

### **ELIGIBILITY TO ENROLL**

A person is Eligible to Enroll when He or She:

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

### **START DATE OF INSURANCE**

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

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

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

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

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

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

### **BENEFITS**

Benefits available to Covered Persons are shown on their Schedule of Benefits.

Benefits shown on a Certificate are available to persons:

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

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

## ACCIDENT MEDICAL EXPENSE

If a Covered Person receives treatment as a result of an Accident, We will pay the actual expenses. Payment will not exceed the amount shown in the Schedule of Benefits for any one Accident.

Treatment must:

- be provided by a Doctor; or
- be provided in a Hospital Emergency Room.

### [FRACTURE AND DISLOCATION BENEFIT

If a Covered Person suffers a Fracture or Dislocation, We will pay a benefit.

Covered Fractures and Dislocations are those that:

- are first diagnosed by a Doctor within [30] days after the date of the Accident; and
- a Doctor has reduced or treated by surgery, external manipulation, casting or splinting.

Covered Fractures and Dislocations are shown below. Payment will be the maximum for the benefit shown on the Schedule of Benefits multiplied by the percentage shown below for the Fracture or Dislocation. If any one Accident causes two or more losses, We will pay 150% of the largest benefit applicable to the Injuries sustained.

<b>FRACTURES</b>	<b>PERCENTAGE</b>
Hip Bone (pelvis) or Femur	100%
Vertebrae	75%
Skull (depressed or ping-pong fracture)	65%
Leg (tibia or fibula)	50%
Bones of the Foot, Ankle or Kneecap (patella)	40%
Bones of the Hand or Wrist	40%
Forearm (Radius or Ulna)	40%
Lower Jaw, Shoulder Blade, Collar Blade	35%
Upper Arm, Upper Jaw	25%
Skull (Simple, non-depressed fracture)	25%
Facial Bones (or nose)	20%
Finger, Toe, Rib, Coccyx	6%
<b>DISLOCATIONS</b>	
Hip	100%
Knee (does not include Dislocation of patella)	50%
Foot (does not include Dislocation of toes)	35%
Ankle, Shoulder	35%
Hand (does not include Dislocation of fingers)	20%

Lower Jaw	20%
Wrist, Elbow	20%
Finger, Toe	6%

]

**[AMBULANCE- GROUND**

If a Covered Person receives transportation in an Ambulance by ground as a result of an Accident, We will pay the actual ground Ambulance charges. The total benefit payable for all ground Ambulance services in connection with any one Accident will not exceed the amount shown in the Schedule of Benefits.

Transportation must:

- be to a Hospital within a 100-mile radius from where the Accident occurred; or
- from a Hospital to the Covered Person's home.

If a Covered Person requires transportation in an Ambulance by ground as a result of an Emergency, We will pay the actual ground Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

**[AMBULANCE- AIR**

If a Covered Person receives transportation in an Ambulance by air as a result of an Accident, We will pay the actual air Ambulance charges. The total benefit payable for all air Ambulance services in connection with any one Accident will not exceed the amount shown on the Schedule of Benefits.

Transportation must be to a Hospital within a 100-mile radius from where the Accident occurred.

If a Covered Person requires transportation in an Ambulance by air as a result of an Emergency, We will pay the actual air Ambulance charges.

Transportation on an Emergency basis must:

- be necessary in the opinion of the Covered Person's attending Doctor; and
- be to a Hospital outside of a 100-mile radius from the Covered Person's location or to the nearest trauma center.]

**[HOSPITAL CONFINEMENT**

If a Covered Person is confined as an inpatient in a Hospital as a result of an Accident, We will pay up to the Benefit shown on the Schedule of Benefits each day of Hospital Confinement starting with the first full day of confinement. A day is a 24 hour period.

We will pay this benefit for a maximum of [30-365] days per Confinement.

If a Covered Person is discharged from the Hospital and readmitted because of the same Accident, We will pay an additional benefit when the readmission:

- starts within 30 days of the Accident; or
- starts within seven days following the end of prior Hospitalization; and

- starts while the Covered Person's Certificate is in force.]

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

For Accidental Death, Dismemberment and Loss of Sight, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

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

A covered loss is one that:

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

Accidental Death, Dismemberment and Loss of Sight Benefits DO NOT cover losses resulting from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

### **[COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT**

For Common Carrier Accidental Death and Dismemberment, We will pay the benefit shown on the Schedule of Benefits.

We will pay these Benefits to:

- the [Employee/Member], if He or She survives to receive payment;
- the named beneficiary; or otherwise
- to the [Employee/Member]'s Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident while a fare paying passenger on a Common Carrier; and
- takes place within [30-180] days after the Accident causing Injuries.]

### **[FIRST HOSPITALIZATION BENEFIT**

We will pay the benefit shown on the Schedule of Benefits for a Covered Person's First Hospital Confinement due to an Accident. The Hospital Confinement must:

- be due to an Accident; and

- be at the direction of and under the supervision of a Doctor.

The First Hospital Confinement benefit is limited to one per Calendar Year for each Covered Person. The benefit amount is not a cumulative benefit and will not exceed the amount listed on the Schedule of Benefits for each Covered Person for each Calendar Year.]

**[TOTAL DISABILITY PREMIUM WAIVER**

We will waive Premiums due under the Policy, with the first Premium due after the [30-365<sup>th</sup>] day of Total Disability when an Insured's Total Disability:

- is the result of an Accident;
- starts while the Policy and the Covered [Employee's] Certificate are in force;
- starts before the Certificate anniversary prior to the Covered [Employee's] [60-67<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

We will waive Premiums:

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

We will no longer waive Premiums on the earliest of:

- the date that the Policy ends;
- the Covered Employee reaches Age [60-67]; or
- the last Premium paid date, subject to the Grace Period provision.

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

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

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

If the Employee is Totally Disabled as a result of a sprained, strained or lame back, or any intervertebral disc conditions, Premiums will not be waived under the Total Disability Waiver of Premium Benefit.]

**[ON THE JOB INSURANCE (24 HOUR INSURANCE)**

We will provide coverage for injuries [, including Total Disability Premium Waiver,] due to an Accident which are covered by Workers' Compensation or occupational disease law.]

**[HOSPITAL INTENSIVE CARE UNIT BENEFIT**

If a Covered Person is confined to a Hospital ICU due to injuries suffered in a covered Accident, We will pay the daily benefit shown on the Schedule of Benefits. The ICU confinement must start:

- while the Policy and the Covered Person's Certificate are in force; and
- within [30] days after the Accident; or
- within [7] days after a prior period of covered ICU confinement due to the same Accident.

We will pay this benefit for a maximum of [15-90] days for any one Accident.]

**[FAMILY MEMBER TRAVEL/LODGING BENEFIT**

We will pay up to the daily benefit shown on the Schedule of Benefits per day for lodging and travel of one adult Family Member when the Covered Person is confined in a Hospital at least [100] miles from the

Covered Person's residence because of a covered Accident. The distance traveled must be at least [100] miles from the Covered Person's residence. We will pay expenses for:

- mileage of the Family Member's personal car. Mileage will be calculated using the standard mileage rate published by the United States Internal Revenue Service for the Calendar Year in which the travel occurs;
- fares of Common Carriers for transportation;
- meals; and
- lodging.

We will pay this benefit for a maximum of:

- [30-90] days for any one Accident; and
- [1-6] trips per year.

This benefit does not include expenses for air or ground Ambulance.]

### **[LOSS OF WORK BENEFIT**

We will provide this Benefit if the Covered [Employee] suffers a Loss of Work that:

- starts more than 30 days after the Date of Policy; and
- continues for 30 or more consecutive days.

[The 30-day period after the Date of Policy will be reduced by one day for each day that a replaced Policy with a Loss of Work Benefit was in force.]

We will waive Premiums of the [Employee/Member]'s Certificate. Premiums will be waived as they fall due beginning on the 31<sup>st</sup> day of the Loss of Work.

We will waive Premiums for a maximum of [six (6) months] during a continuous Loss of Work. A subsequent Loss of Work separated by less than six (6) months is considered as a continuous Loss of Work.

We will waive Premiums for not more than [12] months for all Losses of Work occurring while this Benefit is in force.

We will refund any Premium paid but not due.]

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

[When the optional On the Job Insurance Benefit is provided:

- the first Limitation and Exclusion listed below for loss caused or contributed to by "any condition covered by a Workers' Compensation or occupational disease law" is deleted; and
- the definition of Accident is expanded to include conditions covered by Workers' Compensation or occupational disease law.]

No Benefits of the Policy are payable when a Covered Person's loss is caused or contributed to by:

- any condition covered by a Workers' Compensation or occupational disease law;
- suicide, while sane or insane, or attempted suicide;
- intentionally self-inflicted Injury;
- any act of war whether or not declared;
- participation in a riot, or insurrection;

- Injury sustained while on full-time active duty (other than for two (2) months or less training) in any military, naval or air force. When the Employee gives Us written notice, any unearned Premium will be refunded pro-rata for any period not covered by the Policy due to this exclusion;
- Injury occurring prior to the Employee's start date of insurance;
- Injury while engaged in an illegal activity;
- aviation, except flight in a regularly scheduled passenger aircraft;
- being intoxicated in accordance with the laws of his or her state of residence;
- Intoxication;
- the voluntary taking of any sedative, drug, alcohol, poison or inhalation of any gas unless taken as prescribed or administered by a Doctor;
- participation in a felony;
- dental care or treatment unless caused by Injury to natural teeth;
- all Sicknesses including pregnancy, illness, mental illness or emotional disorders, bodily infirmity, rest cure, convalescent care or rehabilitation. Complications of Pregnancy that are the result of accidental Injury are covered;
- Injury while sky diving, hang gliding, parachuting, bungee jumping, rock climbing, ballooning or scuba diving;
- driving in any race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
- services received in an Emergency Room, unless required because of Emergency Treatment;
- driving or operating a motorized vehicle without a valid drivers' license or in excess of the legal speed limit;
- participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;
- hernia, carpal tunnel syndrome or any complication therefrom;
- any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound); or
- re-Injury of an existing Injury for which benefits have already been paid.

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

[Benefits are limited to [1-12] Accidents per year.]

[Benefits for Emergency Treatment received in an Emergency Room are limited to [1-5] Accidents per Covered Person per year.]

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of claim must be given to Us within 20 days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

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

### **PROOF OF LOSS**

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

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

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

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

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

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

We may require authorization to obtain:

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

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

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

### **PAYMENT OF CLAIMS**

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

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

- the named beneficiary; or
- The Insured's estate.

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

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

### **RIGHT TO RECOVERY**

We reserve the right to recover any payments made by Us that were:

- made in error;
- made to You and/or any party on Your behalf, where We determine that such payment made is greater than the amount payable under the Policy;
- made to You and/or any party on Your behalf based on fraudulent or misrepresented information; or
- made to You and/or any party on Your behalf for charges that were discounted, waived or rebated.

### **RIGHT TO COLLECT NEEDED INFORMATION**

You must cooperate with Us and when asked, assist Us by:

- authorizing the release of medical information including the names of all providers from whom You received medical attention;
- obtaining medical information and/or records from any provider as requested by Us;
- providing information regarding the circumstances of Your Accident; and
- providing information We request to administer the Policy.

If You fail to cooperate or provide the necessary information, We may recover payments made by Us and deny any pending or subsequent Claim for which the needed information is requested.

## **TIME PAYMENT OF CLAIMS**

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

## **PORTABILITY**

Portability allows an Insured to continue the benefits shown on the Schedule of Benefits under certain conditions when insurance under the Policy would otherwise terminate.

Insurance is provided under the terms and conditions of the Policy. However, when ported insurance continues after the Policy terminates, each Insured is a member of a group of insured persons.

### **When Portability is Available**

An Insured is eligible for portability insurance if he or she:

- [is less than Age [70];]
- [is not Totally Disabled; and]
- is no longer Actively At Work as an Employee.

The Policy must be in force on the date that You port coverage.

Such insurance will not be available for a Covered Person, unless:

- insurance under the policy terminates; and
- We receive written request and payment for the first Premium for the portability insurance not later than 63 days after such termination; and
- a request is made for that purpose.

No portability insurance will be provided for any person if insurance under the Policy terminated due to non-payment of Premium.

You are not eligible for Portability while absent from work due to:

- temporary layoff;
- suspension of business operations; or
- Policyholder-approved leave of absence for non-medical reasons.

### **Portability Insurance**

The benefits, terms and conditions of the portability insurance will be the same as those provided under the Policy when the insurance terminated. Portability insurance may include any Eligible Dependents who were covered under the Policy. Any change made to the Policy after a person is covered under this Portability Privilege will not apply to that person unless it is required by law.

Portability coverage will be effective on the day after insurance under the Policy is terminated, when the first Premium for portability insurance is paid.

### **Portability Premiums**

Premiums are due and payable in advance of the Premium due date. Premium due dates are the first day of each Calendar Month. The portability Premium rate is the rate in effect under the Policy. The Premium rate for portability insurance may change for the class of covered persons on portability on any Premium due date. Written notice will be given at least 45 days before the change is to take effect.

## Grace Period

The Grace Period, as defined in the Policy, will apply to each certificate holder of portability insurance as if such covered person is the Policyholder.

## Termination of Insurance

Insurance under this Portability Privilege will automatically end of the earliest of the following dates:

- 1) the date the person again becomes eligible for insurance under the Policy; or
- 2) the last day for which Premiums have been paid if the Covered Person fails to pay Premiums when due, subject to the Grace Period; or
- 3) when You request termination; or
- 4) [when You reach the [Maximum Renewal Age][age of 67-75]; or]
- 5) upon Your death; or
- 6) the last day of Active Employment; or
- 7) [for a Spouse, Age [67-75]; or]
- 8) [for a Child, Age [19-30]; or]
- 9) with respect to insurance for Eligible Dependents:
  - a. The date the primary insured's insurance terminates; or
  - b. The date the dependent ceases to be an Eligible Dependent, as defined.

A dependent Child whose portability insurance terminates when he or she reaches the age limit may apply for portability insurance in his or her own name, if she or he is otherwise eligible.

## Termination of the Policy

If the Policy terminates, covered persons will be eligible to exercise the Portability Privilege on the termination date of the Policy. Portability insurance may continue beyond the termination date of the Policy, subject to timely payment of Premiums. Benefits for Portability insurance will be determined as if the Policy had remained in full force and effect.

## TERMINATION OF INSURANCE – COVERED PERSONS

The following is subject to the Portability provision.

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

- as of the last Premium paid date, subject to the Grace Period provision;
- [at the end of the] [Calendar Month] when We receive a request to end the Policy; or
- on the Policy's termination date.

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

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [67-75];
- We receive a request to end this insurance; or
- the Insured dies.

For Eligible Dependents, all insurance under the Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [67-75];
- if a Child, when the Child reaches Age [19-30]; or
- when He or She is no longer eligible for this insurance.

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

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

## **GENERAL PROVISIONS**

### **AGREEMENTS AND POLICY CHANGES**

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

### **ASSIGNMENT**

The Insured may assign proceeds of a Claim by notifying Us in writing.

We are not responsible:

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

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

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

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

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

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

We are not:

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

### **CERTIFICATES**

We will deliver a Certificate electronically, unless otherwise required by state law, to the Policyholder for delivery to each Insured stating:

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

### **CONFORMITY WITH STATE STATUTES**

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

### **DATA REQUIRED**

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

### **DATE OF BIRTH**

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

### **ENTIRE CONTRACT**

The Policy, the Certificate of Insurance, the Application as well as any endorsements and amendments shall make up the entire contract.

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

### **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a Covered Person examined by a medical professional of Our choice. We may use this right as often as reasonably required during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

### **INCONTESTABILITY**

We will not contest the validity of the Policy except for nonpayment of Premiums after it has been in force for two2years from its Date of Policy.

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

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

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

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

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

### **INSURANCE FRAUD**

Any person who knowingly and with the intent to defraud or deceive any insurance company or other person, files a statement of Claim containing false, incomplete or missing information commits a fraudulent insurance act, which is a crime and maybe be subject to criminal and civil penalties.

If a Covered Person commits fraud against Us, as determined by Us, the Covered Person's insurance ends automatically, without notice, as of the date fraud is committed or as of the date otherwise determined by Us.

### **LEGAL ACTIONS**

Legal action cannot be taken against Kanawha Insurance Company:

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

### **NON-PARTICIPATING**

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

### **DEFINITIONS**

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

**Accident (Accidental)** means a sudden, unexpected, unforeseen and external event that causes bodily Injury to a Covered Person. Accident does not include:

- Sickness;

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- bodily, emotional, psychological or mental infirmity; or
- [any condition covered by Worker's Compensation or occupational disease law.]

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the start date of insurance. Age increases by one year on each Policy anniversary.

**[Ambulance]** means a conveyance that meets state rules or is licensed by a state for the Emergency movement of persons suffering from Injury.]

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

**[Association]** means an entity that:

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

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

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

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

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

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

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

Child does not include a:

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

**Claim** means notification to Us requesting payment of an amount due under the terms of the Policy. [Claim also includes a request to waive Premiums under the Total Disability Premium Waiver benefit.]

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

**Common Carrier** means a carrier which transports fare-paying passengers (not a pilot, operator or crew-member) from one place to another for a specific amount of fees charged and is limited specifically to:

- commercial airlines;
- passenger trains; or
- intercity bus lines.

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

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

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

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

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

**Date of Policy** means the effective date of the Policy.

**Doctor** means a medical practitioner of the healing arts duly licensed in the state where services are rendered and acting within the scope of such license. The person must be licensed and practicing in the United States.

Doctor does not include:

- You;
- a chiropractor, homeopath, naturopath or psychologist;
- a person related to You by blood, marriage or adoption; or
- a medical doctor or other person practicing outside of the United States.

[**Domestic Partner** means a person of the same or opposite sex who:

- has lived with You at the same regular residence and been Your sole Domestic Partner continuously for a minimum of six months and intends to continue such indefinitely;
- is not legally married to anyone else;
- is 18 years of age or older;
- is not related to You; and
- is financially interdependent with You.]

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

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

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

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

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

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

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

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

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

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

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

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

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

**Emergency Treatment (Emergency)** means medical attention provided after the acute onset of symptoms relating to Injuries, including severe pain, which symptoms are severe enough that the lack of immediate medical attention a prudent layperson could reasonably expect to result in any of the following:

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

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

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

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

Enrollment may be by paper forms or electronic means.

**[Family Member** means one of the following. Your:

- Spouse;
- Child;
- brother or sister (including stepbrother or stepsister);
- parent(s) (including stepparent(s));
- grandchild;
- father-in-law; or
- mother-in-law.]

**His, Her, He and She** all mean the Covered Person.

**Hospital** means a public or private institution which:

- is licensed and operated as a Hospital;
- provides to inpatients diagnostic and therapeutic services for medical diagnosis, treatment and care of injured or sick persons;
- is supervised by a Doctor;
- has full-time nurses supervised by a Registered Nurse; and
- has on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities.

A Hospital is not:

- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- an inpatient or outpatient residential treatment center;
- an inpatient or outpatient addiction treatment center; or
- a mental institution.

**Hospital Confinement** means confinement as an inpatient in a Hospital for which a room and board charge is made by the Hospital. It does not include confinement for an observation room or a fractional part of a day.

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

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

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

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

An ICU is not:

- a progressive care unit;
- a sub-acute intensive care unit;
- an intermediate care unit;
- a private monitored room;

- a surgical recovery room;
- an observation unit; or
- any facility not meeting the definition of a Hospital ICU as defined in the Policy.]

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

**[Laid Off** means that the [Employee/Member]'s job has been ended or suspended by His employer due to:

- a decrease in output by the Employer;
- a decrease in staff due to economic conditions;
- a reorganization that eliminates the Insured's job; or
- a reorganization that eliminates the Employer's need for the Insured's job skills.

Laid Off does not include termination for cause or because the [Employee/Member] is no longer physically able to perform the job.]

**[Locked Out** means that the [Employee/Member]'s place of employment has been shut down by His employer during a labor dispute. The Lockout must be lawful.]

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

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

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

The corrected visual acuity must be:

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

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

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

The diagnosis must be made:

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

**[Loss of Work** means that the [Employee/Member] is Laid Off, Locked Out or On Strike, or any combination of the three.]

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

**[On Strike (Strike)** means that the [Employee/Member]s acting together:

- have ceased work, or
- are refusing to work or to continue to work for the [Employee/Member]'s Employer.

The Strike must be authorized under the rules of a union or unions representing the [Employee/Member] and other striking Employees.

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

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

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

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

**Premium** means the amount of money required to be paid to Us for insurance under the Policy.

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

**Regular Occupation** means the [Employee/Member]'s usual job, profession or activity for wages, compensation or profit at the start of a Total Disability covered by the Policy.

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

**Sickness** means any illness, infection, disease, allergic reaction, muscle strain due to athletic or physical activity or any other abnormal physical condition which is not caused by an Injury.

**[Spouse** means[:]

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

[2.] [the person recognized by the [Covered Employee]'s state of residence as the covered [Employee]'s civil union partner.]

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

[We will not provide insurance for the Spouse after a legal action ends a relationship described.]]

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

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

- unable to perform the substantial and material duties of the Covered [Employee]'s Occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

We will not require care of a Doctor when the Doctor tells Us that regular care would be of no further benefit to the Covered Person during such continuing Total Disability.

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

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

**You and Your** mean the Covered Person.