



## CONTINENTAL AMERICAN INSURANCE COMPANY

Columbia, South Carolina  
800.433.3036

### **Endorsement to Policy and Certificate of Insurance**

This Endorsement alters the Policy and the Certificate to which it is attached. Unless specifically addressed by this Endorsement, all other Policy and Certificate provisions, definitions, and terms continue to apply.

Continental American Insurance Company's mailing addresses for claims and premium payments are changed as listed below.

**Notice of Claim** and **Proof of Loss** should be mailed to the Company at:

P.O. Box 84075, Columbus, Georgia, 31993-9103

**Premium Payments** should be mailed to the Company at:

P.O. Box 84069, Columbus, Georgia, 31908-4069

If applicable, references to 2801 Devine Street, Columbia, SC 29205 are deleted.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary





## CONTINENTAL AMERICAN INSURANCE COMPANY

Home Office: 2801 Devine Street, Columbia, South Carolina 29205

800.433.3036

### **CERTIFICATE OF INSURANCE FOR NON-PARTICIPATING GROUP ACCIDENTAL INJURY POLICY**

**This is accident-only coverage.  
It does not pay benefits for loss from sickness.**

**(Coverage for sickness may be included in a separate Rider,  
requiring additional premiums.)**

**Your Employer** (“the Policyholder”) applied for coverage under this Group Insurance Policy (the “Plan”). This Plan is issued by Continental American Insurance Company (the “Company,” “we,” “us,” or “our”). Based on the Application and based on the timely payment of premiums, the Company agrees to pay the benefits provided on the following pages. Your Application is maintained on a file and made part of this Certificate. (Please note that male pronouns—such as *he*, *him*, and *his*—are used for both males and females, unless the context clearly shows otherwise.)

You will notice that certain words and phrases (including some medical terms and the names of policy documents) in this document are capitalized. These refer to terms with very specific definitions as they apply to this insurance policy.

#### **Please read your certificate carefully.**

We certify that you are insured under the Group Accidental Injury Policy (the “Plan”). The Plan was issued to your employer, the Policyholder. This coverage provides benefits for loss resulting from Accidental Injury. The Certificate is subject to the definitions, exclusions, and other provisions of the Plan.

Certain provisions of the Plan are summarized in this Certificate. All provisions of the Plan, whether contained in your Certificate or not, apply to the insurance referred to by the Certificate.

The Certificate Effective Date is shown in the Certificate Schedule. This Certificate will remain in effect for the period for which the premium has been paid. This Certificate may be continued for further periods as stated in the Plan.

This Certificate, on its Effective Date, automatically replaces any Certificate or Certificates previously issued to you under the Plan.

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## Section I – Eligibility, Effective Date, and Termination

### **Eligibility**

You are an eligible Employee under this Plan if you meet the following three requirements. You are:

1. An Employee of the Policyholder,
2. Engaged in full-time work, and
3. Included in the class of Employees eligible for coverage, as shown on the Application.

Dependents are eligible for coverage under this Plan. A **Dependent** is:

- Your Spouse **or**
- The Dependent Child of your or your Spouse. **Dependent Children** are your or your Spouse's natural children, step-children, legally adopted children, or children placed for adoption who are younger than age 26 (details included in the **Definitions** section).

**Insureds** are defined as those who might be eligible for coverage in the following categories under this Plan:

- **Employee Coverage** – We insure only the Employee.
- **Employee and Spouse Coverage** – We insure the Employee and Spouse.
- **Employee and Child Coverage** – We insure the Employee and any Dependent Children.
- **Family Coverage** – We insure the Employee, Spouse, and any Dependent Children.

Any other additions to the Insured class must be added by Endorsement after applying to the Company.

### **Effective Date**

Your Certificate Effective Date is the date your insurance takes effect. That date is either the date:

- Shown on the Certificate Schedule if you are Actively at Work on that date, or
- You return to an Actively-at-Work status if you are not Actively at Work on the date shown on the Certificate Schedule.

### **Plan Termination**

The Plan may terminate for any of the following reasons:

- The premium is not paid before the end of the Grace Period.
- The Company cancels the Plan any time after the end of the first premium year. To do this, the Company must give 60 days' written notice.
- The number of participating Employees is less than the number mutually agreed upon by the Company and the Policyholder in the signed master Application.

The Policyholder has the sole responsibility to notify you of the Plan's termination. If the Plan terminates, it—and all Certificates and Riders issued under the Plan—will terminate on the specified termination date. The termination occurs as of 12:01 a.m. at the Policyholder's address. If the Plan terminates, we will provide coverage for claims arising from Covered Accidents that occurred while the Plan was in force.

### **Termination of An Employee's Insurance**

Your insurance will terminate on whichever occurs first:

- The date the Company terminates the Plan.
- The 31st day after the premium due date, if the premium has not been paid.
- The date you no longer meet the Plan's definition of an Employee.
- The date you no longer belong to an eligible class.

If the Plan terminates, we will provide coverage for claims arising from Covered Accidents that occurred while the Plan was in force.

### **Portability Privilege**

When you end employment with the Employer and your coverage would otherwise terminate, you may elect to continue your coverage under this Plan. You may continue the coverage that you had on the date your employment ended, including any in-force Spouse or Dependent Child coverage.

- To keep your Certificate in force, you must:
  - Apply to the Company in writing within 31 days after the date his insurance would otherwise terminate;  
**and**
  - Pay the required premium to the Company no later than 31 days after the date the Certificate would otherwise terminate and on each premium due date thereafter.
- Insurance will end on the earlier of these dates:
  - 31 days after the date you failed to pay any required premium
  - The date this Group Policy is terminated
- However, coverage may not be continued if:
  - You failed to pay any required premium, **or**
  - This Group Policy terminates.

If you qualify for this Portability Privilege, then the Company will apply the same Benefits, Plan Provisions, and Premium Rate as shown in your previously issued Certificate.

## **Section II – Premium Provisions**

### **Premium Calculations**

The Schedule of Premiums determines the premium amount payable on any premium due date. The rates shown in this Schedule can be changed annually. The Company will give the Policyholder written notice 31 days before any change in rates becomes effective.

### **Premium Increase**

The Company will notify the Policyholder and each employer group or subgroup insured under the Policy of the maximum amount of a group premium increase. This will be done no less than 60 days before the premium increase becomes effective.

### **Premium Payments**

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

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

### **Premium Refund**

If coverage is terminated for any reason, the Company will return any unearned premium to the Insured on a pro-rata basis on or before the premium cancellation date.

### **Grace Period**

This Plan has a 31-day Grace Period. If a renewal premium is not paid on or before its due date, the premium may be paid during the next 31 days. During the Grace Period, the Plan will stay in force, unless the Policyholder has given the Company written notice of its intention to discontinue the Plan.

## Section III – Definitions

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

**Accidental Injury** or **Injuries** means bodily Injury or Injuries resulting from an unforeseen and unexpected traumatic event that meets the definition of *Covered Accident*.

**Actively at Work** is defined as your ability to perform your regular employment duties for a full normal workday. You may perform these activities either at your employer's regular place of business or at a location where you may be required to travel to perform the regular duties of your employment.

**Calendar Year** is defined as January 1 through December 31 of the same year.

**Covered Accident** means an unforeseen and unexpected traumatic event resulting in bodily Injury. An event meets the qualifications of Covered Accident if it:

- Occurs on or after the Plan's Effective Date,
- Occurs while coverage is in force, **and**
- Is not specifically excluded.

**Dependent** means your Spouse or your Dependent Child. **Dependent Children** are your or your Spouse's natural children, step-children, legally adopted children, or children placed for adoption who are younger than age 26.

If Dependent Child coverage is not already in force, newborn children are automatically covered from the moment of birth for 30 days. Newly adopted children are also automatically covered from the date of placement for adoption or final decree of adoption, whichever occurs first, for 30 days. To extend coverage beyond 30 days, the Insured must contact the Company within the 30-day time period following the child's birth or adoption. If Dependent Child coverage is already in-force, no notice is required.

However, there is an exception to the age-26 limit listed above. This limit will not apply to any child who is incapable of self-sustaining employment due to mental or physical handicap and is dependent on a parent for support. You or your Spouse must furnish proof of this incapacity and dependency to the Company within 31 days following the Child's 26th birthday.

**Doctor** is defined as a person who is:

- Legally qualified to practice medicine,
- Licensed as a physician by the state where Treatment is received, **and**
- Licensed to treat the type of condition for which a claim is made.

A Doctor does not include you or your Family Member.

**Employee** is a person who meets eligibility requirements under **Section I – Eligibility**, and who is covered under this Plan. The Employee is the primary Insured under this Plan.

**Family Member** includes the Employee's **Spouse** (who is defined as an Employee's legal wife or husband) as well as the following members of the Insured's immediate family:

- |            |          |           |
|------------|----------|-----------|
| • son      | • mother | • sister  |
| • daughter | • father | • brother |

This includes Step-Family Members and Family-Members-in-law.

**Full-time Work** means that you spend at least 16 hours per week performing your occupational duties.

**Hospital** refers to a place that:

- Is legally licensed and operated as a Hospital;
- Provides overnight care of injured and sick people;
- Is supervised by a Doctor;
- Has full-time nurses supervised by a registered nurse;
- Has on-site or pre-arranged use of X-ray equipment, laboratory, and surgical facilities; **and**
- Maintains permanent medical history records.

A Hospital is **not**:

- A nursing home;
- An extended-care facility;
- A convalescent home;
- A rest home or a home for the aged;
- A place for alcoholics or drug addicts; **or**
- A mental institution.

**Hospital Intensive Care Unit** refers to a specifically designed Hospital facility that provides the highest level of medical care and is restricted to patients who are critically ill or injured. Hospital Intensive Care Units must be:

- Separate and apart from the surgical recovery room;
- Separate and apart from rooms, beds, and wards customarily used for patient confinement;
- Permanently equipped with special life-saving equipment to care for the critically ill or injured; **and**
- Under constant and continuous observation by nursing staffs assigned to the Intensive Care Unit on an exclusive, full-time basis.

**Psychiatrist** is a Doctor of medicine who specializes in the diagnosis and Treatment of mental disorders.

**Psychologist** is a clinical mental health professional who works with patients. Is not a Doctor of medicine who typically provides medical interventions and drug therapies, but provides analysis and counseling.

**Rehabilitation Unit** is a unit of a Hospital providing coordinated multidisciplinary physical restorative services. These services must be provided to inpatients under a Doctor's direction. The Doctor must be knowledgeable and experienced in rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.

**Treatment or Medical Treatment** is the consultation, care, or services provided by a Doctor. This includes receiving any diagnostic measures and taking prescribed drugs and medicines.

**Your Occupation** means the occupation in which you are regularly engaged at the time you become disabled.

## **Section IV – Benefit Provisions**

The language in this provision matches that of the Policy. As this Certificate is issued to you, the primary Insured, we included the use of "you" and "yours."

The benefit amounts payable under this section are shown in the Benefit Schedule.



## **Specific Injuries Benefits**

### **Fracture Benefit**

*Fracture* is a break in a bone that can be seen by X-ray. If a bone is fractured in a Covered Accident, and it is diagnosed and treated by a Doctor within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

If the fracture requires open reduction, we will pay 200% of the amount shown in the Benefit Schedule.

*Multiple fractures* refers to more than one fracture requiring either open or closed reduction. If these fractures occur in any one Covered Accident, we will pay the appropriate amounts shown in the Benefit Schedule for each fracture. However, we will pay no more than 200% of the benefit amount for the bone fractured which has the highest dollar amount.

*Chip fracture* refers to a piece of bone that is completely broken off near a joint. If a Doctor diagnoses the fracture as a chip fracture, we will pay 25% of the amount shown in the Benefit Schedule for the affected bone.

### **Dislocation Benefit**

*Dislocation* refers to a completely separated joint. If a joint is dislocated in a Covered Accident, and it is diagnosed and treated by a Doctor within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

If the dislocation requires open reduction, we will pay 200% of the amount shown in the Benefit Schedule.

We will pay benefits only for the first dislocation of a joint. We will not pay for recurring dislocations of the same joint. If you dislocated a joint before the Effective Date of your Certificate and then dislocate the same joint again, it will not be covered by this Certificate.

*Multiple dislocations* refers to more than one dislocation requiring either open or closed reduction in anyone Covered Accident. For each covered dislocation, we will pay the amounts shown in the Benefit Schedule. However, we will pay no more than 200% of the benefit amount for the dislocated joint that has the higher dollar amount.

*Partial dislocation* is one in which the joint is not completely separated. If a Doctor diagnoses and treats the Accidental Injury as a partial dislocation, we will pay 25% of the amount shown in the Benefit Schedule for the affected joint.

If you have **both** fracture and dislocation in the same Covered Accident, we will pay for both. However, we will pay no more than 200% of the benefit amount for the fractured bone or dislocated joint that has the higher dollar amount.

### **Laceration Benefit**

If you receive a laceration in a Covered Accident, we will pay the appropriate amount shown in the Benefit Schedule. The laceration must be repaired with stitches by a Doctor within 72 hours after the accident. The amount paid will be based on the length of the laceration.

You may receive a laceration that does not require stitches. However, if that laceration is treated by a Doctor within 72 hours after the Covered Accident, we will pay the appropriate amount shown in the Benefit Schedule.

If you suffer multiple lacerations in a Covered Accident, and the lacerations are repaired with stitches by a Doctor within 72 hours after the accident, we will pay this benefit based on the largest single laceration which requires stitches, as shown in the Benefit Schedule.

**Concussion Benefit**

A *concussion* or *Mild Traumatic Brain Injury (MTBI)* is defined as a disruption of brain function resulting from a traumatic blow to the head. (Note: *Concussion* and *MTBI* are used interchangeably.)

If you have a concussion from a Covered Accident, we will pay the amount shown for this benefit in the Benefit Schedule. The concussion must be diagnosed by a Doctor.

**Coma Benefit**

*Coma* means a state of profound unconsciousness caused by a Covered Accident. If you are in a coma lasting 30 days or more as the result of a Covered Accident, we will pay this benefit as shown in the Benefit Schedule.

**Emergency Dental Work Benefit**

We will pay this benefit if you have an Injury to sound natural teeth as the result of a Covered Accident. We will pay for extraction or repair with a crown as shown in the Benefit Schedule.

**Eye Injuries Benefit**

For eye injuries requiring surgical repair, we will pay the amount shown in the Benefit Schedule, if, because of a Covered Accident:

- You injure an eye,
- A Doctor repairs the eye through surgery, **and**
- The eye surgery occurs within 90 days after the Accident.

For eye injuries requiring removal of a foreign body, we will pay the amount shown in the Benefit Schedule if a Doctor removes a foreign body from the eye, with or without anesthesia.

**Tendons and Ligaments Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if a Covered Accident causes you to:

- Tear, sever, or rupture a tendon or ligament;
- Receive Treatment from a Doctor within 60 days; **and**
- Have surgical repair within 90 days after the accident.

The amount paid will be based on the number (single or multiple) of tendons or ligaments repaired.

**Ruptured Disc Benefit**

We will pay the amount shown in the Benefit Schedule if a Covered Accident causes you to:

- Rupture a disc in your spine,
- Receive Treatment from a Doctor within 60 days after the accident, **and**
- Have surgical repair by a Doctor within one year after the accident.

The amount paid will be based on when the accident occurred. See the Benefit Schedule for details.

**Torn Knee Cartilage Benefit**

We will pay the amount shown in the Benefit Schedule if you are injured in a Covered Accident and:

- Accidental injuries result in torn knee cartilage,
- This Injury requires Doctor Treatment within 60 days from the accident date, **and**
- This Injury requires surgical repair within one year from the accident date.

The amount paid will be based on when the accident occurred. See the Benefit Schedule for details.

### **Internal Injuries Benefit**

We will pay the amount shown in the Benefit Schedule if:

- A Covered Accident causes you to have internal Injuries, and
- Those internal Injuries require open abdominal or thoracic surgery.

### **Exploratory Surgery Benefit**

We will pay the amount shown in the Benefit Schedule if a Covered Accident causes you to have exploratory surgery (without repair). The Exploratory Surgery must be required as the result of an Injury.

### **Paralysis Benefit**

*Paralysis* means the permanent loss of movement of two or more limbs. We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident:

- You are injured,
- The Injury causes paralysis which lasts more than 90 days, **and**
- The paralysis is diagnosed by a Doctor within 90 days after the accident.

The amount paid will be based on the number of limbs paralyzed.

If this benefit is paid and you later die as a result of the same Covered Accident, we will pay the appropriate Death Benefit, less any amounts paid under the Paralysis Benefit.

### **Burns Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if you have burns in a Covered Accident. We will pay the Burns Benefit according to the percentage of body surface burned. You must be treated for burns by a Doctor within 72 hours after the accident. First-degree burns are not covered.

### **Dismemberment Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident, you:

- Are injured **and**
- Lose a hand, a foot, or sight within 90 days after the accident as a result of the Injury.

If you lose one hand, one foot, or the sight of one eye in a Covered Accident, we will pay the single loss benefit shown in the Benefit Schedule.

If you lose both hands, both feet, the sight of both eyes, or a combination of any two, we will pay the double loss benefit shown in the Benefit Schedule.

If you lose one or more fingers or toes in a Covered Accident, we will pay the finger/toe benefit shown in the Benefit Schedule.

*Dismemberment* means:

- **Loss of a hand** – The hand is removed at or above the wrist joint; **or**
- **Loss of a foot** – The foot is removed at or above the ankle; **or**
- **Loss of sight** – At least 80% of the vision in one eye is lost (such loss of sight must be permanent and irrecoverable); **or**
- **Loss of a finger/toe** – The finger or toe is removed at or above the joint where it is attached to the hand or foot.

If you do not qualify for the Dismemberment Benefit but lose at least one joint of a finger or toe, we will pay the Partial Dismemberment Benefit shown in the Benefit Schedule.

If the Dismemberment Benefit is paid and you later die as a result of the same Covered Accident, we will pay the appropriate death benefit, less any amounts paid under this benefit.

### **Post-Traumatic Stress Disorder Benefit**

*Post-traumatic Stress Disorder (PTSD)* is a mental health condition triggered by a Covered Accident. We will pay the amount shown in the Benefit Schedule if you are diagnosed with Post-traumatic Stress Disorder. You must meet the diagnostic criteria for PTSD, stipulated in the Diagnostic and Statistical Manual of Mental Disorders IV (DSM IV-TR), and be under the active care of either a Psychiatrist or Ph.D.-level Psychologist.

We will pay the amount shown in the Benefit Schedule if you are diagnosed with Post-traumatic Stress Disorder. This benefit is payable only once per Covered Accident.

### **Services Benefits**

#### **Blood/Plasma Benefit**

We will pay the amount shown in the Benefit Schedule if, because of a Covered Accident, you:

- Are injured **and**
- Receive blood or plasma within 90 days after the accident.

#### **Ambulance Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident, you:

- Are injured **and**
- Require transportation to a Hospital by a professional ambulance service. This transportation must occur within 90 days after the accident.

Ambulance service includes air ambulance service.

#### **Transportation Benefit**

We will pay the applicable amount shown in the Benefit Schedule for train, plane, or bus transportation. This benefit is payable if, because of a Covered Accident, you:

- Are injured **and**
- Require Doctor-recommended Hospital Treatment or diagnostic study that is not available in your resident city.

Use of such transportation must begin within 90 days from the Covered Accident date. The distance to the Hospital Treatment or diagnostic study must be greater than 50 miles from your residence.

#### **Family Member Lodging Benefit**

We will pay this benefit in the amount and for the number of days shown in the Benefit Schedule. We will pay this benefit for each night's lodging in a motel/hotel room for an adult member of your immediate family. For this benefit to be payable, because of a Covered Accident:

- You must be confined to a Hospital for Treatment of an Injury,
- The Hospital and motel/hotel must be more than 100 miles from your residence, **and**
- The Treatment must be prescribed by your local Doctor.

#### **Medical Fees Benefit**

We will pay the amount shown in the Benefit Schedule for the following medical fees:

- X-rays
- Doctor services

For benefits to be payable, because of a Covered Accident, you must:

- Be injured **and**
- Receive initial Treatment from a Doctor within 72 hours after the accident.

We will pay the Medical Fees Benefit:

- For Treatment received due to injuries from a Covered Accident **and**
- For each Covered Accident up to one year after the accident date.

We will not pay the Medical Fees Benefit and the Accident Emergency Room Treatment Benefit for the same Covered Accident. We will pay the highest eligible benefit amount.

### **Prosthesis Benefit**

Prosthetic devices must be used as the result of Injury from a Covered Accident. For Covered Accidents, we will pay the amount shown in the Benefit Schedule for each prosthetic device you use. Prosthetic devices **not** covered include:

- Hearing aids.
- Wigs.
- Dental aids (including, but not limited to, false teeth).

### **Appliances Benefit**

We will pay the amount shown in the Benefit Schedule if a Doctor advises you to use a medical appliance. The medical appliance must be used as the result of an Injury received in a Covered Accident. It must be used as an aid in personal locomotion. *Medical appliance* means crutches, wheelchairs, leg braces, back braces, and walkers.

### **Accident Follow-Up Treatment Benefit**

For injuries received in a Covered Accident, we will pay this benefit under the following conditions:

- You receive initial Treatment within 72 hours after the Covered Accident.
- You receive Doctor-prescribed follow-up Treatment.
- The follow-up Treatment begins within 30 days after the Covered Accident or discharge from the Hospital.

We will pay for a maximum of 6 Treatments per Covered Accident.

### **Physical Therapy Benefit**

For injuries received in a Covered Accident, we will pay this benefit under the following conditions:

- You receive initial Treatment within 72 hours after the Covered Accident.
- You receive Doctor-prescribed physical therapy Treatment.
- The physical therapy Treatment begins within 30 days after the Covered Accident or discharge from the Hospital.
- The physical therapy Treatment takes place within 6 months after the Covered Accident.

We will pay for a maximum of 6 physical therapy Treatments per Covered Accident. We will not pay this benefit for the same visit that the Accident Follow-up Treatment Benefit is paid.

### **Major Diagnostic Exams Benefit**

We will pay the amount shown in the Benefit Schedule if, because of Injuries sustained in a Covered Accident, you require one of the following exams, and a charge is incurred:

- computerized tomography (CT scan)
- computerized axial tomography (CAT)
- magnetic resonance imaging (MRI)
- electroencephalography (EEG)

These exams must be performed in a Hospital or a Doctor's office. This benefit is limited to one payment per Covered Accident.

### **Emergency Room Treatment Benefit**

We will pay the amount shown in the Benefit Schedule for injuries received in a Covered Accident if you:

- Receive Treatment in a Hospital emergency room **and**
- Receive initial Treatment within 72 hours after the Covered Accident.

This benefit is payable only once per 24-hour period and only once per Covered Accident. We will not pay the Accident Emergency Room Treatment Benefit and the Medical Fees Benefit for the same Covered Accident. We will pay the highest eligible benefit amount.

### **Emergency Room Observation Benefit**

We will pay the amount shown in the Benefit Schedule for injuries received in a Covered Accident if you:

- Receive Treatment in a Hospital emergency room, **and**
- Are held in a Hospital for observation for at least 24 hours, **and**
- Receive initial Treatment within 72 hours after the accident.

This benefit is payable only once per 24-hour period and only once per Covered Accident. This benefit is paid in addition to Accident Emergency Room Treatment Benefit or the Medical Fees Benefit.

### **Rehabilitation Unit Benefit**

We will pay the appropriate amount shown in the Benefit Schedule for injuries received in a Covered Accident if you:

- Are admitted for a Hospital Confinement,
- Are transferred to a bed in a Rehabilitation Unit of a Hospital for Treatment, and
- Incur a charge.

This benefit is limited to 30 days per period of Hospital confinement. This benefit is also limited to a Calendar Year maximum of 60 days. We will not pay the Rehabilitation Unit Benefit for the same days that the Accident Hospital Confinement Benefit is paid. We will pay the highest eligible benefit.

## **Hospital Benefits**

### **Hospital Admission Benefit**

We will pay the Hospital Admission Benefit amount shown in the Benefit Schedule. We will pay this benefit when, because of a Covered Accident, you:

- Are injured,
- Require hospital confinement, **and**
- Are confined to a hospital for at least 24 hours within 6 months after the accident date.

We will not pay this benefit for confinement to an observation unit. We will not pay this benefit for emergency room Treatment or outpatient surgery or Treatment.

### **Hospital Confinement Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident:

- You are injured, **and**
- Those injuries cause you to be confined to a Hospital for at least 24 hours within 90 days after the accident.

The Benefit Schedule shows the maximum period for which you can collect the Hospital Confinement Benefit for the same Injury.

This benefit is payable once per Hospital confinement even if the confinement is caused by more than one Accidental Injury.

We will not pay this benefit for confinement to an observation unit. We will not pay this benefit for emergency room Treatment or outpatient surgery or Treatment.

### **Hospital Intensive Care Benefit**

We will pay the appropriate amount and number of days shown in the Benefit Schedule if, because of a Covered Accident:

- You are injured, **and**
- Those injuries cause you to be confined to a hospital intensive care unit.

This benefit is payable in addition to the Hospital Confinement Benefit.

## Section V – Exclusions

We will not pay benefits for Injury, Total Disability, or death contributed to, caused by, or resulting from:

- **War** –participating in war or any act of war, declared or not; participating in the armed forces of, or contracting with, any country or international authority. We will return the prorated premium for any period not covered by this Certificate when you are in such service.
- **Suicide** –committing or attempting to commit suicide, while sane or insane.
- **Sickness** –having any disease or bodily/mental illness or degenerative process. We also will not pay benefits for any related medical/surgical Treatment or diagnostic procedures for such illness.
- **Self-Inflicted Injuries** –injuring or attempting to injure yourself intentionally.
- **Racing** –riding in or driving any motor-driven vehicle in a race, stunt show, or speed test.
- **Intoxication** –being legally intoxicated, or being under the influence of any narcotic, unless taken under the direction of a Doctor. *Legally intoxicated* means that condition as defined by the law of the jurisdiction in which the accident occurred.)
- **Illegal Acts** –participating or attempting to participate in an illegal activity, or working at an illegal job.
- **Sports** –participating in any organized sport –professional or semi-professional.
- **Cosmetic Surgery** –having cosmetic surgery or other elective procedures that are not medically necessary or having dental Treatment except as a result of a Covered Accident.

## Section VI – Claim Provisions

### Notice of Claim

You must give written notice of claim:

- Within 60 days after a Covered Accident **or**
- As soon as reasonably possible.

Notice must include your name and the Certificate number. Notice can be mailed to the Company at:

**P.O. Box 427, Columbia, South Carolina, 29202**

### Claim Forms

When the Company receives notice of a claim, we will send you forms so that you can file Proof of Loss (details included in the **Proof of Loss** section below). If the Company does not provide the forms within 10 working days, you can meet Proof of Loss requirements by providing a written statement about the nature and extent of the loss. You will also need to provide a statement by the treating Doctor. You must provide this information within the time limit stated in the **Proof of Loss** section.

### Proof of Loss

*Proof of Loss* refers to documentation that supports a claim (this information is often found in standardized medical documents, such as hospital bills and operative reports). You must provide Proof of Loss to the Company at:

**P.O. Box 427, Columbia, South Carolina, 29202**

You must provide Proof of Loss documentation within 90 days after the date of the Covered Accident. However, the Company will not invalidate or reduce any claim if it was not reasonably possible for you to provide this proof within the required time. You must provide the proof as soon as reasonably possible. The Company will not accept proof any later than one year and three months after the Covered Accident, except in the absence of your legal mental capacity.

### **Claims Payment Timeframe**

Once we receive proper Proof of Loss, we will process your claim. If the claim can be paid, and a benefit provides for periodic payments, we will pay those benefits on a monthly basis. For other payable benefits, we will pay those claims after processing. We will process electronic claims within 15 working days and paper claims within 30 calendar days.

### **Payment of Claims**

We will pay all benefits to you unless otherwise assigned. For any benefits that remain unpaid at the time of death, we will pay those benefits in the following order:

1. To any approved assignee;
2. To your beneficiary;
3. To your surviving spouse;
4. To your estate.

### **Changing Your Beneficiary**

You can ask us to change your beneficiary at any time. The request must be in writing and the change must be approved by us. If approved, it will go into effect the day you sign the request. The change will not have any bearing on payments made before we approved the request.

### **Unpaid Premium**

When a claim is paid, we may deduct any premium due and unpaid from the claim payment.

### **Physical Examination and Autopsy**

The Company may have an Insured examined as often as reasonably necessary while a claim is pending. In the case of death, the Company may also require an autopsy, unless prohibited by law. The Company will cover all costs for exams and/or autopsy.

### **Legal Action**

You cannot take legal action against us for benefits under this Plan:

- Within 60 days after you have sent us written Proof of Loss; **or**
- More than 3 years from the time written proof is required to be given.

## **Section VII – General Provisions**

### **Entire Contract Changes**

The *Entire Contract of Insurance* is made up of:

- This Policy,
- The Application,
- Certificates,
- Endorsements,
- Benefit agreements, **and**
- Riders (if any).

All statements (excluding fraudulent ones or intentionally misrepresented ones) that the Policyholder or an Insured have made in the Application will be considered representations, **not** warranties.

If statements on the Application require additional review, the Company will send a copy of the Application to:

- The Policyholder, **or**
- The Insured, **or**
- The Insured's beneficiary.



This will ensure that Policyholders have an opportunity to review the information they have provided in their Applications. The Company *will not* void insurance or reduce benefits (as a result of statements made on the Application) without sending Application copies as outlined above.

Changes to this Plan:

- Will not be valid unless approved in writing by an executive officer of the Company.
- Must be noted on or attached to the Contract.
- May not be made by any agent (nor can an agent waive any Plan provisions).

Any Rider, Endorsement, or Application that modifies, limits, or excludes coverage under this Plan must be signed by the Insured to be valid.

### **Misstatement of Age**

If an age has been misstated on the Application, the benefits will be those that the paid premium would have purchased at the correct age.

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

After two years from your Effective Date of coverage, the Company may not void coverage or deny a claim for any loss because of misstatements made on your Application. This does not apply to fraudulent misstatements.

### **Clerical Error**

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of a clerical error, the Company will make a premium adjustment.

### **Individual Certificate**

The Company will give the Policyholder a Certificate for each Employee. The Certificate will set forth:

- The coverage,
- To whom benefits will be paid, **and**
- The rights and privileges under the plan.

### **Required Information**

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

### **Conformity With State Statutes**

Any Plan provision that conflicts with state statutes where this Plan was issued on its Effective Date is hereby amended to conform to the minimum requirements of those statutes.

## SECTION VIII

### Plan I

#### **Specific Injuries Benefits**

##### **Fracture**

Hip/thigh	\$4,000
Vertebrae	3,600
Pelvis	3,200
Skull (depressed)	3,000
Skull (simple)	1,400
Leg	2,400
Foot/ankle/knee cap	2,000
Forearm/hand	2,000
Lower jaw	1,600
Shoulder blade/collar bone	1,600
Upper arm/upper jaw	1,400
Facial bones (except teeth)	1,200
Vertebral processes	800
Coccyx/rib/finger/toe	320

##### **Dislocation**

Hip	3,000
Knee (not knee cap)	1,950
Shoulder	1,500
Foot/ankle	1,200
Hand	1,050
Lower jaw	900
Wrist	750
Elbow	600
Finger/toe	240

##### **Laceration**

Over 6"	400
2" to 6"	200
Under 2"	50

Lacerations not requiring stitches	25
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<b>Concussion</b>	200
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<b>Coma</b>	10,000
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##### **Emergency Dental Work**

Repair with crown	150
Extraction	50

##### **Eye Injuries**

Requiring surgical repair	250
Removal of foreign body	50

##### **Tendons/Ligaments**

Single	400
Multiple	600
<b>Ruptured Disc</b>	
Injury occurs during first Certificate year	100
Injury occurs after first Certificate year	400
<b>Torn Knee Cartilage</b>	
Injury occurs during first Certificate year	100
Injury occurs after first Certificate year	400
<b>Internal Injuries</b>	1,000
<b>Exploratory Surgery</b> (without repair)	250
<b>Paralysis</b>	
Four limbs (quadriplegia)	10,000
Two limbs (paraplegia)	5,000
<b>Burns</b>	
<b>Second Degree</b>	
Less than 10%	100
At least 10% but less than 25%	200
At least 25% but less than 35%	500
35% or more	1,000
<b>Third Degree</b>	
Less than 10%	1,000
At least 10% but less than 25%	5,000
At least 25% but less than 35%	10,000
35% or more	20,000
<b>Dismemberment</b>	
Loss of hand, foot, or sight	
Single loss	0
Double loss	0
Loss of one or more fingers or toes	0
Partial amputation of finger or toe	0
<b>Post-Traumatic Stress Disorder</b>	200

## **Services Benefits**

<b>Blood/Plasma</b>	100
<b>Ambulance</b>	200
<b>Air Ambulance</b>	1,000
<b>Transportation</b>	
Train or Plane	300
Bus	150
<b>Family Member Lodging</b>	100/per night
Maximum Benefit Period: 30 days	
<b>Medical Fees</b>	125
<b>Prosthesis</b>	500
<b>Appliances</b>	100
<b>Accident Follow-Up Treatment</b>	30
Maximum of 6 Treatments per Covered Accident	
<b>Physical Therapy</b>	30
Maximum of 6 Treatments per Covered Accident	
<b>Major Diagnostic Exams</b>	200
<b>Emergency Room Treatment</b>	200
<b>Emergency Room Observation</b>	100
<b>Rehabilitation Unit</b>	75/day
Maximum Benefit Period: 30 days per Hospital confinement	
Limited to 60-day Calendar-Year maximum	

## **Hospital Benefits**

<b>Hospital Admission</b>	1,000
Payable once per Calendar Year	
<b>Hospital Confinement</b>	200/day
Maximum Benefit Period: 365 days	
<b>Hospital Intensive Care</b>	400/day
Maximum Benefit Period: 30 days	



## CONTINENTAL AMERICAN INSURANCE COMPANY

Home Office: 2801 Devine Street, Columbia, South Carolina 29205

800.433.3036

### **Portability Privilege Amendment**

This Amendment is part of the form to which it is attached. Unless amended by this document, all definitions, exclusions, limitations, terms, and other provisions apply. For the purpose of this Amendment, "you" (including "your" and "yours") refers to the Insured named in the Certificate Schedule.

#### **Effective Date**

This Amendment becomes effective on the Effective Date of the form to which it is attached.

#### **Portability Privilege**

The following language replaces the ELIGIBILITY provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy and the Certificate of Insurance:

##### **ELIGIBILITY — CLASSES OF COVERAGE**

###### **Class I**

All full-time and part-time benefit-eligible Employees are eligible for Class I coverage. That eligibility extends to their spouses and children under age 26.

###### **Class II**

A Class I primary insured is eligible for Class II coverage if he:

- was previously insured under Class I; and
- is no longer employed by the Policyholder.

The Employee must elect Class II coverage under the Portability Privilege within 31 days after the date for which his class I eligibility would otherwise terminate.

Only Dependents covered under Class I coverage are eligible for continued coverage under Class II.

Class II insureds cannot continue coverage through the employer's payroll deduction process. They must remit premiums directly to the Company.

The following language replaces the TERMINATION OF THE PLAN provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy.

##### **TERMINATION OF THE PLAN**

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

After the end of the first Plan year, the Company has the right to cancel the Plan. To do so, the Company must give 31 days written notice that the plan will end on the date before the next premium due date.

The Policyholder has the right to cancel the Plan on the date before any premium due date by giving 31 days written notice.

Upon such termination, Class I and Class II coverage will be affected as follows:

**Class I**

If terminated, this Plan and all certificates issued under this class will terminate on such date at 12:01 a.m. Standard Time at the Policyholder's address. This will be without prejudice to the rights of any Insured regarding any claim arising while the Plan is in force.

The Policyholder has the sole responsibility to notify Class I Employees of such termination. When notice of termination is received by the Company, the Portability Privilege under Class I coverage is no longer available.

**Class II**

The group policy will remain active, and coverage under Class II will continue as long as premiums are paid, subject to the premium grace period. Notification of any changes in the plan will be provided directly to each insured by the Company. The Policyholder will lose any rights and obligations under the Plan.

The following language replaces the TERMINATION OF AN EMPLOYEE'S INSURANCE provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy and the Certificate of Insurance.

**TERMINATION OF AN EMPLOYEE'S INSURANCE**

An Employee's insurance will terminate on the earliest of the following:

1. the date the Plan is terminated, for Class I insureds;
2. the 31<sup>st</sup> day after the premium due date if the required premium has not been paid;
3. the date he ceases to meet the definition of an Employee as defined in the Plan, for Class I insureds; or
4. the date he is no longer a member of the Class eligible for coverage.

Insurance for Dependents will terminate on the earliest of the following:

1. the date the Plan is terminated, for Dependents of Class I insureds;
2. the 31<sup>st</sup> day after the premium due date, if the required premium has not been paid;
3. the date the Spouse or Dependent Child ceases to be a dependent; or
4. the premium due date following the date we receive the Employee's written request to terminate coverage for his Spouse and/or all Dependent Children.

Termination of the insurance on any Insured will not prejudice his rights regarding any claim arising prior to termination.

The following language replaces the PORTABILITY PRIVILEGE provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy and the Certificate of Insurance.

**PORTABILITY PRIVILEGE**

Under the Portability Privilege provision, when coverage would otherwise terminate because an Employee ends his employment, coverage may be continued. He may exercise the Portability Privilege when there is a change to his coverage class. The Employee — and any covered dependents — will continue the coverage that is in-force on the date employment ends. The continued coverage will be provided under Class II.

The premium rate for portability coverage may change for the class of covered persons on portability on any premium due date. Written notice will be given at least 15-31 days before any change is to take effect.

The Employee may continue the coverage until the earlier of:

- the date he fails to pay the required premium; or
- the date the class of coverage is terminated.

Coverage may not be continued:

- if the Employee fails to pay any required premium; or
- if the Company receives notice of Class I plan termination.

## **General Provisions**

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

After two years from the Insured's Effective Date of coverage, the Company may not void coverage or deny a claim for any loss because of misstatements made on the Insured's Application. This does not apply to fraudulent misstatements.

### **Contract**

This Amendment is part of the form to which it is attached. It will terminate when that form terminates.

This Amendment is subject to all of the terms of the form to which it is attached unless those terms are inconsistent with this Amendment.

Signed for the Company at its Home Office,



Teresa White, President



J. Matthew Loudermilk, Secretary



## CONTINENTAL AMERICAN INSURANCE COMPANY

Home Office: 2801 Devine Street, Columbia, South Carolina 29205

800.433.3036

### **DEPENDENT ACCIDENT RIDER TO CERTIFICATE OF INSURANCE FOR ACCIDENTAL INJURY**

This Rider is part of the Certificate to which it is attached. We have issued this Rider because:

- You paid the additional premium for this Rider, **and**
- We have accepted your Application.

Unless amended by this Rider, all Certificate definitions, exclusions, limitations, terms, and other provisions apply.

#### **Effective Date**

If issued at the same time as the Certificate, this Rider becomes effective when the Certificate becomes effective. If issued after the Certificate, this Rider will have a later Effective Date, which is shown in the Rider Schedule following this Rider.

#### **Definitions**

When the terms below are used in this Rider, the following definitions will apply (other applicable terms and definitions are included in the **Definitions** section of your Certificate):

***Dependent*** means your Spouse or child (or children) who is:

- Named in the Application for this Rider, **and**
- For whom a premium is paid.

***Spouse*** is your legal wife or husband.

This Rider will be issued to your spouse only if he or she is at least age 18 and is not currently disabled or unable to work.

#### **Benefits**

If a Dependent is injured in a Covered Accident, we will provide the benefits contained in the Certificate under the Benefits Section. We will pay the appropriate benefit amounts shown in the Dependent Benefit Schedule issued with this Rider.



## **General Provisions**

We will still pay benefits for any accident that occurred while your dependent was covered under this Rider, if:

- Your Spouse's coverage is terminated because of annulment or divorce, **or**
- A Dependent Child's coverage is terminated because he reaches age 26.

## **Time Limit on Certain Defenses**

After this Rider has been in force for a two-year period, we will not contest the statements made in the Application.

## **Contract**

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

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

Signed for the Company at its Home Office,



**Teresa White, President**



**J. Matthew Loudermilk, Secretary**

# Dependent Benefit Schedule

<b>Specific Injuries Benefits</b>		<b>Plan I</b>
<b>Fracture</b>		
Hip/thigh		\$4,000
Vertebrae		3,600
Pelvis		3,200
Skull (depressed)		3,000
Skull (simple)		1,400
Leg		2,400
Foot/ankle/knee cap		2,000
Forearm/hand		2,000
Lower jaw		1,600
Shoulder blade/collar bone		1,600
Upper arm/upper jaw		1,400
Facial bones (except teeth)		1,200
Vertebral processes		800
Coccyx/rib/finger/toe		320
<b>Dislocation</b>		
Hip		3,000
Knee (not knee cap)		1,950
Shoulder		1,500
Foot/ankle		1,200
Hand		1,050
Lower jaw		900
Wrist		750
Elbow		600
Finger/toe		240
<b>Laceration</b>		
Over 6"		400
2" to 6"		200
Under 2"		50
Lacerations not requiring stitches		25
<b>Concussion</b>		200
<b>Coma</b>		10,000
<b>Emergency Dental Work</b>		
Repair with crown		150
Extraction		50
<b>Eye Injuries</b>		
Requiring surgical repair		250
Removal of foreign body		50

**Tendons/Ligaments**

Single	400
Multiple	600

**Ruptured Disc**

Injury occurs during first Certificate year	100
Injury occurs after first Certificate year	400

**Torn Knee Cartilage**

Injury occurs during first Certificate year	100
Injury occurs after first Certificate year	400

**Internal Injuries**

1,000

**Exploratory Surgery** (without repair)

250

**Paralysis**

Four limbs (quadriplegia)	10,000
Two limbs (paraplegia)	5,000

**Burns****Second Degree**

Less than 10%	100
At least 10% but less than 25%	200
At least 25% but less than 35%	500
35% or more	1,000

**Third Degree**

Less than 10%	1,000
At least 10% but less than 25%	5,000
At least 25% but less than 35%	10,000
35% or more	20,000

**Dismemberment**

Loss of hand, foot or sight	Spouse	Dependent Child
Single loss	0	0
Double loss	0	0
Loss of one or more fingers or toes	0	0
Partial amputation of finger or toe	0	0

**Post-Traumatic Stress Disorder**

200

200

**Services Benefits**

<b>Blood/Plasma</b>	100		
<b>Ambulance</b>	200		
<b>Air Ambulance</b>	1,000		
<b>Transportation</b>			
Train or Plane	300		
Bus	150		
<b>Family Member Lodging</b>	100/per night		
Maximum Benefit: 30 days			
<b>Medical Fees</b>	<b>Spouse</b>	<b>Dependent Child</b>	
Maximum per accident	125	75	
<b>Prosthesis</b>	500		
<b>Appliances</b>	100		
<b>Accident Follow-Up Treatment</b>	30		
Maximum of 6 treatments per Covered Accident			
<b>Physical Therapy</b>	30		
Maximum of 6 treatments per Covered Accident			
<b>Major Diagnostic Exams</b>	200		
<b>Emergency Room Treatment</b>	200 /day		
Payable once per 24-hour period			
<b>Emergency Room Observation</b>	<b>Spouse</b>	<b>Dependent Child</b>	
	100	100	
<b>Rehabilitation Unit</b>	75		
Maximum Benefit Period: 30 days per hospital confinement			
Limited to 60-day, calendar-year maximum			
<b><u>Hospital Benefits</u></b>			
<b>Hospital Admission</b>	1,000		
Payable once per calendar year			
<b>Hospital Confinement</b>	200/day		
Maximum Benefit: 365 days			
<b>Hospital Intensive Care</b>	400/day		
Maximum Benefit: 30 days			