# 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

**2801 Devine Street, Columbia, South Carolina 29205**
**800.433.3036**

## CERTIFICATE OF INSURANCE FOR GROUP CRITICAL ILLNESS INSURANCE POLICY

**This coverage is only for the Critical Illnesses listed in the Benefit Schedule of this Certificate.**
**It does not provide benefits for any other sickness or condition.**

**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"). For the purpose of this Plan, "you" (including "your" and "yours") may refer to the primary Insured or the primary Insured's covered Dependents. 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 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 Plan documents) in this document are capitalized. These refer to terms with very specific definitions as they apply to this insurance Plan.

**Please read your Certificate carefully.**

We certify that you are insured under the Group Critical Illness Policy (the "Plan").The Plan was issued to your Employer, the Policyholder. This coverage provides benefits for loss resulting from Critical Illness. 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.

# Table of Contents

# Section I – Eligibility, Effective Date, and Termination

## Eligibility – Class of Coverage

***Class I***

All full-time benefit-eligible Employees are eligible for Class I coverage. That eligibility extends to their Spouses and Dependent 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.

## 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.

The Effective Date for an existing Spouse or Dependent Child when you originally apply for coverage is:

- The date on the Certificate Schedule **if** that Spouse or Dependent Child is not confined to a Hospital **and**:
    - Is eligible for coverage on that date,
    - Has been included on an Application for coverage, **and**
    - Has been included in the premium payment.

- The date the Spouse or Dependent Child is no longer confined to a Hospital (**if** that Spouse or Dependent Child was confined to a Hospital on the Certificate Schedule date) **and**:
    - Is eligible for coverage on that date,
    - Has been included on an Application for coverage, **and**
    - Has been included in the premium payment.

A day is measured from 12:01 a.m. standard time at the Spouse's or Dependent Child's place of residence.
A Spouse may be added to the Plan after your Effective Date. To be added, you must complete an Application to add your Spouse to the Plan. The Company will assign the Effective Date for a Spouse's coverage after approving the application.

Newborn children will be covered from the moment of birth (if you have chosen Employee and Child Coverage or Family Coverage).

If Employee or Employee and Spouse coverage is in force and you desire uninterrupted coverage for a newborn, adopted child, or stepchild, you must notify the Company in writing within 31 days of:

- The child's birth (for newborns),
- The date the petition is filed for adoption, **or**
- The date of your marriage (for stepchildren).

The Company will then convert the coverage to Employee and Child **or** Family and let you know of any changes in premium.

## Plan Termination

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 60 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.

## 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 31st 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 31st 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.

## 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 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.

# 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 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 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 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:

***Actively at Work*** refers to 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.

***Acute Coronary Syndrome*** means a disease that consists of an obstruction of the coronary arteries that occurs as a result of ST elevation Myocardial Infarction, non ST elevation Myocardial Infarction, or unstable angina.

Acute Coronary Syndrome does not include stable angina.

***Cancer (internal or invasive)*** is defined as an Illness meeting **either** of the following definitions:

- A malignant tumor characterized by:
    - The uncontrolled growth and spread of malignant cells **and**
    - The invasion of distant tissue.
- A disease meeting the Diagnosis criteria of malignancy, as established by the American Board of Pathology. The Doctor must have studied the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen.

Cancer includes leukemia and melanoma.

The following are **not** internal or invasive Cancers:

- Pre-malignant tumors or polyps
- Carcinoma in Situ
- Any skin cancers (except melanomas)
- Basal cell carcinoma and squamous cell carcinoma of the skin
- Melanoma that is Diagnosed as
    - Clark's Level I or II or
    - Breslow less than .77mm

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

Cancer or Carcinoma in Situ must be Diagnosed in one of two ways:

1. ***Pathological Diagnosis*** is a Diagnosis based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This Diagnosis must be made by a certified Pathologist whose malignancy Diagnosis conforms to the American Board of Pathology standards.
2. ***Clinical Diagnosis*** is based only on the study of symptoms. The Company will accept a Clinical Diagnosis **only if:**
    - A Doctor cannot make a Pathological Diagnosis because it is medically inappropriate or life-threatening,
    - Medical evidence exists to support the Diagnosis, **and**
    - A Doctor is treating you for Cancer or Carcinoma in Situ.

***Chronic Kidney Disease*** means a disease characterized by the gradual loss in renal function over time due to diabetes mellitus, Hypertension, or glomerulonephritis.

***Coronary Artery Bypass Surgery*** means open heart surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts and where such narrowing or blockage is attributable to Coronary Artery Disease or Acute Coronary Syndrome. This excludes any non-surgical procedure, such as, but not limited to, balloon angioplasty, laser relief, or stents.

***Coronary Artery Disease*** means a disease that occurs when the coronary arteries become diseased or damaged due to acute coronary occlusion, coronary atherosclerosis, aneurysm and dissection of the heart, and coronary atherosclerosis due to lipid rich plaque.

***Critical Illness*** is a sickness or disease that first manifests while the Insured's coverage is in force. Any loss due to Critical Illness must begin while the Insured's coverage is in force. Critical Illness includes **only** the following:

- Cancer
- Coronary Artery Bypass Surgery
- Heart Attack due to coronary artery disease or acute coronary syndrome
- Kidney Failure
- Major Organ Transplant
- Stroke
    - Ischemic Stroke due to advanced arteriosclerosis of the arteries of the neck or brain
    - Hemorrhagic Stroke due to uncontrolled high blood pressure, malignant hypertension, brain aneurysm, or arteriovenous malformation

***Date of Diagnosis*** is defined for each Critical Illness as follows:

- **Cancer and/or Carcinoma in Situ:** The day tissue specimens, blood samples, or titer(s) are taken (Diagnosis of Cancer and/or Carcinoma in Situ is based on such specimens). This includes the recurrence of a previously Diagnosed Cancer as long as you:
    - Are free from any Signs or Symptoms for a consecutive 12-month period before the Date of Diagnosis (for the reoccurrence),
    - Are currently Treatment-Free from that Cancer, **and**
    - Have been Treatment-Free from that Cancer for 12 consecutive months.
- **Coronary Artery Bypass Surgery:** The date the surgery occurs.
- **Heart Attack:** The date the infarction (death) of a portion of the heart muscle occurs. This is based on the criteria listed under the Heart Attack definition.
- **Ischemic or Hemorrhagic Stroke:** The date the Stroke occurs (based on documented neurological deficits and neuroimaging studies).
- **Kidney Failure:** The date a Doctor recommends that an Insured begin renal dialysis.
- **Major Organ Transplant:** The date the surgery occurs.

***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.

> ***Children Placed for Adoption*** are Children for whom you have entered a decree of adoption or for whom you have instituted adoption proceedings. A decree of adoption must be entered within one year from the date proceedings were initiated, unless extended by order of the court. You must continue to have custody pursuant to the decree of the court.

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.

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.

***Diagnosis (also Diagnosed)*** refers to the definitive and certain identification of an illness that:

- Is made by a Doctor **and**
- Is based on clinical or laboratory investigations, as supported by the Insured's medical records.

The illness **must** meet the requirements outlined in this Certificate for the particular Critical Illness being Diagnosed.

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

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

- Legally qualified to practice medicine,
- Licensed as a Doctor 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 your ***Spouse*** (who is defined as your legal wife or husband) as well as the following members of your immediate family:

- son
- daughter
- mother
- father
- sister
- brother

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

***Heart Attack (Myocardial Infarction)*** is the death of a portion of the heart muscle (myocardium) caused by a blockage of one or more coronary arteries due to coronary artery disease or acute coronary syndrome.

Heart Attack does **not** include:

- Any other disease or injury involving the cardiovascular system.
- Cardiac Arrest not caused by a Myocardial Infarction.

Diagnosis of a Heart Attack must include **all** of the following:

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

***Insureds**** are those who might be eligible for coverage in the following classes 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.

We will not insure anyone specifically excluded from coverage by Endorsement to the Certificate or by application, even if that person would otherwise be eligible for coverage.

**Details for adding Insureds to your coverage are outlined in the **Effective Date provision**.*

***Kidney Failure*** (***Renal Failure)*** means end-stage renal failure caused by Chronic Kidney Disease, which results in the chronic, irreversible failure of both kidneys to function.

Kidney Failure is covered **only** if one of the following occurs:

- Regular renal dialysis, hemo-dialysis, or peritoneal dialysis (at least weekly) are necessary to treat the Kidney Failure; **or**
- The Kidney Failure results in kidney transplantation.

***Maintenance Drug Therapy*** is a course of systemic medication given to a patient after a Cancer goes into full remission because of primary treatment. Maintenance Drug Therapy includes ongoing hormonal therapy, immunotherapy, or chemo-prevention therapy. Maintenance Drug Therapy is meant to decrease the risk of Cancer recurrence; it is not meant to treat or suppress a Cancer that is still present.

***Major Organ Transplant*** means undergoing surgery as a recipient of a covered transplant of a human heart, lung, liver, kidney, or pancreas. A transplant must be caused by any one or more of the following diseases:

- Bronchiectasis, which is a lung disease state defined by localized, irreversible dilation of the bronchial tree caused by destruction of the muscle and elastic tissue.
- Cancer.
- Cardiomyopathy, which is a heart disease characterized by the measurable deterioration of the function of the heart muscle, where the heart muscle becomes enlarged, thick, or rigid.
- Cirrhosis, which is a liver disease characterized by replacement of liver tissue by fibrosis, scar tissue, and regenerative nodules, leading to loss of liver function.
- Chronic Kidney Disease.
- Chronic obstructive pulmonary disease, which is a lung disease characterized by persistently poor airflow as a result of breakdown of lung tissue and dysfunction of the small airways.
- Congenital Heart Disease, which is heart disease characterized by abnormalities in cardiovascular structures that occur before birth.
- Coronary Artery Disease.
- Cystic fibrosis, which is a hereditary disease of the exocrine glands, affects the pancreas, respiratory system, and sweat glands, and is characterized by the production of abnormally viscous mucus by the affected glands.
- Hepatitis, which is a disease caused by the hepatitis A, B, or C virus and is characterized by the inflammation of the liver.
- Interstitial lung disease, which is a lung disease that affects the interstitium of the lungs.
- Lymphangioleiomyomatosis, which is a lung disease characterized by smooth muscle growth throughout the lungs, resulting in the obstruction of small airways, leading to pulmonary cyst formation and pneumothorax, and of lymphatics.
- Polycystic liver disease, which is characterized by multiple variably-sized cysts lined by cuboidal epithelium.
- Pulmonary fibrosis, which is a lung disease where the lung tissue becomes thickened, stiff, and scarred due to chronic inflammation.
- Pulmonary hypertension, which is a disease characterized by increased pressure in the pulmonary artery and results in the thickening of the pulmonary arteries and the narrowing of these blood vessels, which causes the right side of the heart to become enlarged.
- Sarcoidosis, which is a disease characterized by the growth of granulomatous lesions that appear in the body.
- Valvular heart disease, which is a disease of the heart valves.

***Pathologist*** is a Doctor who is licensed:

- To practice medicine **and**
- By the American Board of Pathology to practice pathologic anatomy.

A Pathologist also includes an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology. Pathologist does **not** include you or a Family Member.

***Signs and/or Symptoms*** are the evidence of disease or physical disturbance observed by a Doctor or other medical professional. The Doctor (or other medical professional) must observe these Signs while acting within the scope of his license.

***Stroke*** means the death of a portion of the brain producing neurological sequelae, including infarction of brain tissue, hemorrhage, and embolization from an extra-cranial source. There must be evidence of permanent neurological deficit.

Stroke must be either:

- Ischemic Stroke due to advanced arteriosclerosis of the arteries of the neck or brain
- Hemorrhagic Stroke due to uncontrolled high blood pressure, malignant hypertension, brain aneurysm, or arteriovenous malformation.

Stroke does **not** include:

- Transient ischemic attacks (TIAs).
- Head injury.
- Chronic cerebrovascular insufficiency.
- Reversible ischemic neurological deficits.

Stroke will be covered **only** if you submit evidence of the permanent neurological damage by providing:

- Computed Axial Tomography (CAT scan) images **or**
- Magnetic Resonance Imaging (MRI).

***Successor Insured*** means that if you die while covered under a Certificate, then your surviving Spouse becomes the primary Insured if that Spouse is also insured under this Plan. If the Certificate does not cover a surviving Spouse, the Certificate will terminate on the next premium due date.

***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.

***Treatment-Free From Cancer*** refers to the period of time without the consultation, care, or services provided by a Doctor. This includes receiving diagnostic measures and taking prescribed drugs and medicines. Treatment does **not** include Maintenance Drug Therapy or routine follow-up visits to verify whether Cancer or Carcinoma in Situ has returned.

# Section IV – Benefit Provisions

The language in this provision matches that of the Plan. As this Certificate is issued to the primary Insured**,** we included the use of "you" and "yours."* The benefit amounts payable under this section are shown in the Benefit Schedule.

**Remember, for the purpose of this Plan, "you" (including "your" and "yours") may refer to the primary Insured or the primary Insured's covered Dependents.*

### Critical Illness Benefit

We will pay this benefit when you are Diagnosed with one of the Critical Illnesses shown in the Benefit Schedule. We will pay this benefit if:

- The Date of Diagnosis is while your coverage is in force, **and**
- The Certificate does not exclude the illness or condition by name or by specific description.

Benefits will be based on the Benefit Amount in effect on the Critical Illness Date of Diagnosis.

The Company will pay benefits for a Critical Illness in the order the events occur. The Company will deduct any previously-paid partial benefits from the appropriate Critical Illness benefit.

### Separate Diagnosis Benefit

The Company will pay benefits for each **different** Critical Illness after the first when the following two conditions are met:

1. The Date of Diagnosis for the new Critical Illness is separated from the prior, different Critical Illness by at least 6 months, or if you are Treatment-Free From Cancer for at least 6 months, **and**
2. The new Critical Illness is not caused or affected by a Critical Illness for which benefits have been paid.

### Reoccurrence Benefit

Once benefits have been paid for a Critical Illness, the Company will pay additional benefits for that **same** Critical Illness when the Dates of Diagnosis are separated by at least 12 months or you have been Treatment-Free From Cancer for at least 12 months and are currently Treatment-Free.

Cancer that has metastasized (spread), even though there is a new tumor, is not considered an additional occurrence unless you have been Treatment-Free for 12 months and are currently Treatment-Free.

### Health Screening Benefit (Calendar Year Limit)

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed while your coverage is in force. We will pay this benefit once per calendar year. This benefit is only payable for Health Screening Tests performed as the result of preventive care, including tests and diagnostic procedures ordered in connection with routine examinations.

**Health Screening Tests** include, but are not limited to, the following:

- stress test on a bicycle or treadmill
- fasting blood glucose test
- blood test for triglycerides
- serum cholesterol test to determine level of HDL and LDL
- bone marrow testing
- breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- chest X-ray
- colonoscopy
- flexible sigmoidoscopy
- hemocult stool analysis
- mammography
- pap smear
- PSA (blood test for prostate cancer)
- serum protein electrophoresis (blood test for myeloma)
- thermography

# Section V – Exclusions

We will not pay for loss due to **any** of the following:

- **Self-Inflicted Injuries –** injuring or attempting to injure yourself intentionally or taking action that causes you to become injured
- **Suicide –** committing or attempting to commit suicide, while sane or insane
- **Illegal Acts –** participating or attempting to participate in an illegal activity, or working at an illegal job
- **Participation in Aggressive Conflict** of any kind, including:
    - War (declared or undeclared) or military conflicts
    - Insurrection or riot
    - Civil commotion or civil state of belligerence
- **Illegal substance abuse, which includes:**
    - Abuse of legally-obtained prescription medication
    - Illegal use of non-prescription drugs

# Section VI – Claim Provisions

## Notice of Claim

You must give written notice of claim:

- Within 60 days after Diagnosis of a Critical Illness **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 Diagnosis of a Critical Illness. 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 Diagnosis of the Critical Illness, except in the absence of your legal mental capacity.

## Claims Payment Timeframe

Once we receive proper Proof of Loss, the Company will pay, deny, or settle all clean claims* within 15 working days for electronic claims and 30 calendar days for paper claims.

****Clean claims** contain all information/documentation needed for processing. These claims do not require further information from the provider, certificate holder, or employer/administrator.*

## 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 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:

- The Plan,
- 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 has 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 Certificate holders 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 Certificates

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

This Plan was issued on its Effective Date in the state noted on the Master Application. Any Plan provision that conflicts with that state's statutes is amended to conform to the minimum requirements of those statutes.

# Section VIII – Benefit Schedule

| | |
|---|---|
| Face Amount: | Please see your certificate schedule. |
| Percentage for Partial Benefits: | 25% of applicable Face Amount |

## Benefits*

The applicable benefit amount is payable for the following Critical Illnesses:

- Cancer (internal or invasive)
- Heart Attack due to coronary artery disease or acute coronary syndrome
- Kidney Failure
- Major Organ Transplant
- Stroke
    - Ischemic Stroke due to advanced arteriosclerosis or arteriosclerosis of the arteries of the neck or brain
    - Hemorrhagic Stroke due to uncontrolled high blood pressure, malignant hypertension, brain aneurysm, or arteriovenous malformation

**Benefits are paid for Covered Dependent Children at 50% of the Employee benefit amount.*

## Partial Benefits

**Carcinoma in Situ***:
**When this Partial Benefit is paid, it will reduce the Cancer Benefit by 25%.*

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

## Additional Benefits

**Health Screening Benefit Amount:** $50 per Insured Employee and Spouse per calendar year.

# 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 31st day after the premium due date if the required premium has not been paid;
3. the date 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 31st 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**