



Colonial Life & Accident  
Insurance Company  
P.O. Box 1365  
Columbia, SC 29202-1365

Kestrel Heights School  
4900 Prospectus Dr  
Durham, NC 27713-0000

**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**  
1200 Colonial Life Boulevard, P. O. Box 1365, Columbia, South Carolina 29202  
1.800.325.4368 coloniallife.com  
A Stock Company

**SPECIFIED DISEASE GROUP INSURANCE POLICY**

**Please Read This Policy Carefully**

This policy is a legal contract between the policyholder and us. To understand the coverage, this policy must be read as a whole. Throughout this policy, the word **policyholder** refers to the organization shown on the Policy Rate Schedule. **You** or **your** refers to a named insured who is covered under this coverage. **Named insured** refers to the person who is a member of an eligible class as described on the Policy Rate Schedule, who holds a certificate of coverage and for whom the policyholder remits premium. **Covered person** refers to any person covered under this policy as described on the Certificate Schedule. **We, us, our** or **company** refers to Colonial Life & Accident Insurance Company. The male pronoun includes the female whenever used. This policy is delivered in and is governed by the laws of the governing jurisdiction shown on the Policy Rate Schedule and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine the named insured's eligibility for benefits and to interpret the terms and provisions of the policy. This policy is issued in consideration of the application of the policyholder, a copy of which is attached to and made a part of this policy, and the payment of premium when due. This policy takes effect at 12:01 a.m. Standard Time at the policyholder's address on the Policy Effective Date shown on the Policy Rate Schedule. We agree to pay, in accordance with the terms of this policy, the benefit amounts of the policy to the named insureds. Details of the benefits are shown in the certificate.

**Specified Disease Benefit Reduction**

The Face Amount on any coverage in force after the named insured's 75th birthday will be reduced by 50% on the first Policy Anniversary Date following the named insured's 75th birthday. There will be no further increases in the insured's coverage amount.

**IMPORTANT CANCELLATION INFORMATION - PLEASE READ THE PROVISION OF THIS POLICY ENTITLED, "TERMINATION OF THIS CONTRACT".**

Signed for Colonial Life & Accident Insurance Company:



Secretary



President and Chief Executive Officer

**THIS IS A LIMITED POLICY.  
PLEASE READ IT CAREFULLY.**

**THE POLICY IS GUARANTEED RENEWABLE.  
PLEASE READ THE "TERMINATION OF THIS CONTRACT" PROVISION.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.  
IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THIS GUIDE TO HEALTH INSURANCE FOR  
PEOPLE WITH MEDICARE WHICH IS AVAILABLE FROM THE COMPANY.**

## **SECTION 2 - POLICY GUIDE**

**SECTION 1 - FACE PAGE**

**SECTION 2 - POLICY GUIDE**

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# COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

## POLICY RATE SCHEDULE

Policyholder:	Kestrel Heights School	Policy Number:	G0032465
Policyholder Address:	4900 Prospectus Dr Durham, NC 27713-0000	Billing Control Number:	E4861282
Policy Effective Date:	09/01/2017	Governing Jurisdiction:	North Carolina
First Policy Anniversary:	09/01/2018		

### Description of Eligible Classes

All employees in active employment working a minimum of 30 hours per week. Temporary and seasonal workers are excluded from coverage.

**Active Employment** means the named insured is working for the policyholder at the worksite for earnings that are paid regularly, and he is performing the material and substantial duties of his regular occupation. The named insured will not be considered in active employment if employment status is being continued under a severance or termination agreement. The worksite must be:

- the policyholder's usual place of business;
- an alternative work site at the direction of the policyholder; or
- a location to which the named insured's job requires him to travel.

**Material and substantial duties** means duties that are normally required for the performance of the named insured's regular occupation, and cannot be reasonably omitted or modified.

**Regular occupation** means the occupation the named insured routinely performs on his job.

### Policyholder Plan Choice for Specified Disease Benefit:

A member of an eligible class chooses from the following options:

Face Amount for Named Insured in \$1,000 increments from a minimum Face Amount of \$5,000 up to a maximum Face Amount of \$100,000.

### Specified Diseases Covered:

Heart Attack (Myocardial Infarction), Stroke, End Stage Renal (Kidney) Failure, Major Organ Failure, Permanent Paralysis Due to a Covered Accident, Coma, Blindness, Occupational HIV or Occupational Infectious Hepatitis B, C or D, Coronary Artery Bypass Graft Surgery, Coronary Artery Disease.

Benefits Payable Upon Subsequent Diagnosis of a Specified Disease

### Policyholder Plan Choice for Health Screening Benefit:

Health Screening Benefit of \$100

This policy may include enrollment, risk management and other support services related to the policyholder's benefit program.

**Eligibility Period:** 30 days

**Initial Monthly Rates/Unit for Specified Disease Benefit:****Tobacco Premium Class**

Named Insured		Named Insured and Spouse	
Issue Ages	Rates/Unit	Issue Ages	Rates/Unit
16-29	\$0.510	16-29	\$0.770
30-39	\$0.890	30-39	\$1.320
40-49	\$1.740	40-49	\$2.600
50-59	\$3.090	50-59	\$4.800
60-74	\$5.010	60-74	\$7.770

One-Parent Family		Two-Parent Family	
Issue Ages	Rates/Unit	Issue Ages	Rates/Unit
16-29	\$0.540	16-29	\$0.790
30-39	\$0.920	30-39	\$1.350
40-49	\$1.760	40-49	\$2.620
50-59	\$3.110	50-59	\$4.830
60-74	\$5.050	60-74	\$7.790

**Non-Tobacco Premium Class**

Named Insured		Named Insured and Spouse	
Issue Ages	Rates/Unit	Issue Ages	Rates/Unit
16-29	\$0.250	16-29	\$0.380
30-39	\$0.440	30-39	\$0.660
40-49	\$0.870	40-49	\$1.300
50-59	\$1.540	50-59	\$2.400
60-74	\$2.510	60-74	\$3.890

One-Parent Family		Two-Parent Family	
Issue Ages	Rates/Unit	Issue Ages	Rates/Unit
16-29	\$0.290	16-29	\$0.410
30-39	\$0.480	30-39	\$0.680
40-49	\$0.890	40-49	\$1.320
50-59	\$1.570	50-59	\$2.420
60-74	\$2.540	60-74	\$3.910

Unit means \$1,000 of Face Amount for named insured.

**Initial Monthly Rates for Health Screening Benefit:**

Named Insured	Named Insured and Spouse
\$6.650	\$10.350

One-Parent Family	Two-Parent Family
\$6.650	\$10.350

**Initial Monthly Rates for First Diagnosis Building Benefit Rider:  
Tobacco Premium Class**

**Named Insured**

Issue Ages	Rates/Unit
16-29	\$2.530
30-39	\$5.600
40-49	\$10.680
50-59	\$17.120
60-74	\$20.500

**Named Insured and Spouse**

Issue Ages	Rates/Unit
16-29	\$3.730
30-39	\$8.220
40-49	\$16.160
50-59	\$26.880
60-74	\$31.910

**One-Parent Family**

Issue Ages	Rates/Unit
16-29	\$2.670
30-39	\$5.790
40-49	\$10.860
50-59	\$17.280
60-74	\$20.610

**Two-Parent Family**

Issue Ages	Rates/Unit
16-29	\$3.870
30-39	\$8.400
40-49	\$16.340
50-59	\$27.040
60-74	\$32.040

**Non-Tobacco Premium Class**

**Named Insured**

Issue Ages	Rates/Unit
16-29	\$1.260
30-39	\$2.810
40-49	\$5.340
50-59	\$8.560
60-74	\$10.240

**Named Insured and Spouse**

Issue Ages	Rates/Unit
16-29	\$1.870
30-39	\$4.110
40-49	\$8.080
50-59	\$13.440
60-74	\$15.960

**One-Parent Family**

Issue Ages	Rates/Unit
16-29	\$1.400
30-39	\$2.980
40-49	\$5.520
50-59	\$8.720
60-74	\$10.370

**Two-Parent Family**

Issue Ages	Rates/Unit
16-29	\$2.010
30-39	\$4.290
40-49	\$8.260
50-59	\$13.610
60-74	\$16.080

**Rate Guarantee Period:** A change in the premium rate table(s) will not take effect before two years after the policy effective date.

**Divisions, subsidiaries or affiliated companies include:**

Kestrel Heights School

Durham, NC

## SECTION 4 - POLICYHOLDER PROVISIONS

### Ownership

The policyholder is the owner of this policy and may agree with us to change it without the consent of or notice to the covered persons or their assignees.

### Entire Contract

The entire contract consists of:

- this policy;
- the application of the policyholder attached to this policy;
- each named insured's enrollment form and evidence of insurability, if applicable;
- certificates issued under this policy; and
- riders, endorsements or amendments to the policy or certificates.

### Changes to the Contract

Riders, endorsements and amendments add provisions to or change the terms of the policy.

Any changes to this policy, other than a change in the premium we charge, must be in writing and evidenced by endorsement on this policy, or by amendment to this policy signed by the policyholder and one of our executive officers at our home office. No agent or anyone else can change this policy or waive any of its provisions.

### Furnishing Certificates

The company will provide a certificate for each named insured. The certificate will provide a description of the insurance provided by this policy and will state:

- the benefits provided under the policy;
- to whom benefits are payable;
- the limitations, exclusions and requirements that apply to coverage under the policy; and
- how to file a claim against the coverage.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

### Contestability

After two years from the Policy Effective Date, no statements made by the policyholder in the application will be used to void this policy or to deny a claim for loss incurred after the expiration of the two-year period.

### Conformity with State Statutes

Any provision of this policy that is in conflict with the applicable state laws of the state in which the named insured resides when he becomes insured is amended to conform to the minimum requirements of those laws.

### Our Right to Change Premiums

We have the right to change the premium we charge after notifying the policyholder in writing at least 60 days in advance. A change in premium rate table(s) will not take effect before the end of the rate guarantee period shown on the Policy Rate Schedule except for reasons which affect the risk assumed, including, but not limited to those reasons shown below:

- a change occurs in this policy;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this policy.

After the rate guarantee period, we will not change the premium rates more than once in any six month period based on at least 12 months experience.

### New Entrants

Any member of an eligible class, as described on the Policy Rate Schedule, and the eligible dependents of those members will become insured when they satisfy the requirements set forth in the certificate of insurance.

### **Information to Be Furnished By the Policyholder**

The policyholder must keep a record of the named insureds and the particulars of the insurance on each and their covered spouse and dependent children, if applicable. As changes occur, the policyholder should provide us, on forms acceptable to us, information relative to any persons:

- who are eligible to enroll;
- who are insured by the coverage;
- whose status changes; and/or
- whose coverage terminates pursuant to the "Termination of Insurance" provision.

The policyholder should also provide us with any other information about the coverage that may be reasonably required, such as named insureds on leave of absence, including named insureds who are on leave under the Family and Medical Leave Act.

Policyholder records that have a bearing, in our opinion, on this policy will be available for review by us at any reasonable time. We may inspect these records at any time while this policy is in force and within one year after the termination of this policy.

All statements made in any application are considered representations and not warranties (absolute guarantees). No representation by the policyholder in applying for insurance under this policy will make it void unless the representation is contained in the application of the policyholder.

Clerical error or omission by us will not:

- prevent a covered person from receiving coverage;
- affect the amount of a covered person's coverage; or
- cause a covered person's coverage to begin or continue when the coverage would not otherwise be effective.

## **SECTION 5 - PREMIUM PAYMENTS**

### **Premium Payments**

The initial premium for each type of coverage under this policy is based on the initial premium rate table(s) shown on the Policy Rate Schedule.

### **Premium Amount**

To ensure accurate premium calculations, the policyholder is responsible for reporting to us the following information during the stated time periods:

- individuals who are eligible to enroll are to be reported during the month prior to or during the month the coverage becomes effective;
- covered persons whose coverage has terminated are to be reported within a month of the date coverage terminated; and
- changes in named insureds' class are to be reported within a month of the date that the change in insurance class took place.

### **When and Where to Pay Premiums**

The premiums for each certificate must be paid to us at our home office when they are due.

The premium due dates are based on:

- the coverage effective dates shown on the Certificate Schedules; and
- the premium frequency.

The premium frequency is how often the premiums are paid. The policyholder will be liable to us for all unpaid premiums for any period, including the grace period, during which coverage under the policy was in force as to any covered person.

Premium increases or decreases which take effect during an insurance month are due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.



### **Grace Period (If Premiums Are Not Paid When Due)**

After the first premium, if the premium is not paid when it is due, it can be paid during the next 31 days. These 31 days are called the grace period. During the grace period this coverage will stay in force. If the premium is not paid before the grace period ends, the coverage provided by this policy will terminate at the end of the grace period. If we agree to reinstate this policy, such reinstatement will not constitute waiver of the "Termination of This Contract" provision.

### **Reinstatement**

If the premium is not paid by the end of the grace period, this policy will no longer be in force. You can ask us or one of our agents about reinstatement. If we accept the premium and do not require a reinstatement application, this policy will be reinstated on the date the premium is received.

If we do require a reinstatement application at the time we accept the premium, a conditional receipt will be given for the premium. If we approve the reinstatement application, this policy will be reinstated on the date we approve it.

If we do not notify you that we have approved or disapproved the reinstatement application, this policy will be reinstated on the 45th day after the date on the conditional receipt.

The reinstated policy will cover:

- specified disease that has a date of diagnosis more than 10 days after the reinstatement date;
- cancer (internal or invasive) that has a date of diagnosis more than 10 days after the reinstatement date;
- skin cancer that has a date of diagnosis more than 10 days after the reinstatement date;
- administration of a covered Cancer Vaccine;
- cancer treatment and care that has a date of diagnosis more than 10 days after the reinstatement date; and
- covered health screening tests that occur more than 10 days after the reinstatement date.

We have the right to make changes in this policy before we reinstate it. Any changes will be made in a rider to be attached to the reinstated policy. In every other way, your rights and our rights will be the same.

## **SECTION 6 - TERMINATION**

### **Termination of This Contract**

This policy can be terminated:

- by the policyholder; or
- by us.

If the premium is not paid when it is due or during the grace period, this policy will terminate automatically at the end of the grace period.

If we cancel this policy for the policyholder's failure to remit premium, a written notice will be delivered to the policyholder by certified mail at least 60 days prior to the cancellation date.

The policyholder may cancel this policy by written notice delivered to us at least 45 days prior to the cancellation date. This policy can be cancelled on an earlier date if we both agree. Coverage will end at 12:00 midnight Standard Time at the policyholder's address on the cancellation date.

If the policy is cancelled, the cancellation will not affect a claim for which we are liable under the terms of this policy.

### **Policyholder Responsibility to Named Insureds**

If this policy terminates for any reason, the policyholder must:

- notify each named insured of the effective date of the termination; and
- refund or otherwise account to each named insured all contributions received or withheld from them for premiums not actually paid to us.

**Workers' Compensation**

This policy is not in lieu of, and does not affect, any requirement for coverage by workers' compensation insurance.

Injury or loss covered by workers' compensation is not excluded.

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A Stock Company

**SPECIFIED DISEASE GROUP INSURANCE CERTIFICATE**  
**THIS CERTIFICATE EXPLAINS THE BENEFITS PROVIDED UNDER THE SPECIFIED DISEASE GROUP INSURANCE POLICY.**

**THIS IS A LIMITED BENEFIT CERTIFICATE.**

**Please Read This Certificate Carefully**

This is your certificate of coverage as long as you are insured under the policy. You will want to read it carefully and keep it in a safe place.

Throughout this certificate, the word **you** or **your** refers to the named insured shown on the Certificate Schedule, who is a member of an eligible class as described on the Policy Rate Schedule, who holds a certificate of coverage and for whom premiums are remitted. **Covered person** refers to any person covered under the policy as described on the Certificate Schedule. **We, us, our** or **company** refers to Colonial Life & Accident Insurance Company. **Policyholder** refers to the organization shown on the Policy Rate Schedule. It includes any division, subsidiary or affiliated company named in the Policy Rate Schedule. **Policy** means the group contract owned by the policyholder and available for review by you. The male pronoun includes the female whenever used. If the terms of your certificate of coverage and the policy differ, the policy will govern.

The policy and this certificate may be changed in whole or in part or cancelled as stated in the policy. Such an action may be taken without the consent of or notice to any covered person. Only an executive officer at our home office can approve a change. The approval must be in writing and evidenced by endorsement on the policy or certificate or an amendment signed by the policyholder and one of our executive officers at our home office. No other person, including an agent, may change the policy or certificate or waive any of its provisions. Premiums are subject to periodic changes. This Certificate replaces any and all Certificates previously issued for the eligible classes under the Policy.

The policy and this certificate are delivered in and are governed by the laws of the governing jurisdiction shown on the Policy Rate Schedule and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

**Specified Disease Benefit Reduction:** The Face Amount on any coverage in force after the named insured's 75th birthday will be reduced by 50% on the first Policy Anniversary Date following the named insured's 75th birthday. There will be no further increases in the insured's coverage amount.

**IMPORTANT CANCELLATION INFORMATION - PLEASE READ THE SECTION TITLED - "TERMINATION OF INSURANCE".**

**Pre-Existing Statement:** No benefits will be provided during the first 12 months of the certificate for Specified Disease diagnosed before the insured's coverage effective date shown on the Certificate Schedule. Pre-existing condition means those conditions for which medical advice, diagnosis, care, or treatment was received or recommended within the one-year period immediately preceding the effective date of a covered person. If a covered person is 65 or older when this certificate is issued, pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

Signed for Colonial Life & Accident Insurance Company:



Secretary



President and Chief Executive Officer

**Please read this certificate carefully.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.**

If you are eligible for Medicare, review the Guide To Health Insurance for People with Medicare available from the company.

## **SECTION 2 – CERTIFICATE GUIDE**

**SECTION 1 – FACE PAGE**

**SECTION 2 – CERTIFICATE GUIDE**

**SECTION 3 – CERTIFICATE SCHEDULE**

**SECTION 4 – GENERAL DEFINITIONS**

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**SECTION 7 – BENEFIT FOR SPECIFIED DISEASE**

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**SECTION 10 – TERMINATION OF INSURANCE**

**SECTION 11 – PORTABILITY**

**SECTION 12 – GENERAL PROVISIONS**

**SECTION 13 – CLAIM PROVISIONS**

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

CERTIFICATE SCHEDULE

Policyholder:	Kestrel Heights School	Policy Number:	G0032465
Named Insured:	John Doe	Certificate Number:	9999999999
Coverage Type:	Two-Parent Family	Governing Jurisdiction:	NC
Coverage Effective Date:	09/01/2017	Billing Control Number:	E4861282
Pre-existing Condition Limitation Period:	12 Months	Premium Class:	Tobacco Non-Tobacco

**BENEFITS**

Face Amount for Named Insured	\$100,000
Face Amount for Spouse	\$50,000
Face Amount for Dependent Children	\$50,000

**The Face Amount(s) will reduce by 50% on the first Policy Anniversary Date after the named insured attains age 75.**

<b>Specified Disease Benefit</b>	<b>Percentage of Face Amount</b>
Heart Attack (Myocardial Infarction)	100%
Stroke	100%
End Stage Renal (Kidney) Failure	100%
Major Organ Failure	100%
Permanent Paralysis due to an Accident	100%
Coma	100%
Blindness	100%
Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D	100%
Coronary Artery Bypass Graft Surgery	25%

<b>Health Screening Benefit</b>	\$100 per covered person, per calendar year
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## SECTION 4 - GENERAL DEFINITIONS

Additional definitions may be contained in other certificate benefit provisions or any endorsement, amendment or rider.

**Calendar Year** means the period beginning on the coverage effective date shown on the Certificate Schedule and ending on December 31 of the same year. Thereafter, it is the period beginning on January 1 and ending on December 31 of each following year.

**Coverage Effective Date** means the date coverage begins as shown in the Certificate Schedule. The coverage effective date of this certificate is not the date you signed the application for coverage.

**Dependent Children** means your natural children, your step-children, your legally adopted children, foster children, children placed into your custody for adoption or children for whom you are ordered by a court or administrative order to provide coverage regardless of whether you are the custodial or non custodial parent who are under 26 years of age.

**Doctor or Physician** means a person who:

- is licensed by the state to practice a healing art; and
- performs services for a covered person which are allowed by his license.

For purposes of this definition, Doctor or Physician does not include any covered person or anyone related to any covered person by blood or marriage, a business or professional partner of any covered person, or any person who has a financial affiliation or a business interest with any covered person.

**Evidence of Insurability** means a statement of your medical history which we will use to determine if you are approved for coverage.

**Policy Anniversary Date** means the date that occurs annually on the same day and in the same month as the First Policy Anniversary shown on the Policy Rate Schedule.

**Pre-existing Condition** means those conditions for which medical advice, diagnosis, care, or treatment was received or recommended within the one-year period immediately preceding the effective date of a covered person. If a covered person is 65 or older when this certificate is issued, pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

If additional monthly premiums are required to enroll a new spouse or a new dependent child, you must submit an enrollment application and change form through your group within 90 days of acquiring the new dependent. This applies to a newborn child or an adopted or foster child newly placed in the adoptive/foster home. If no additional monthly premium will be required when you add a dependent child to your plan, you should complete a status change form. A newborn child will be covered from the moment of birth. A foster care or adopted child will be covered from the date of placement in the home provided coverage for that child is put in to effect within 90 days, when additional monthly premium is required.

**Spouse** means a person who is married to you on the day we issue your certificate.

**Temporary Layoff or Leave of Absence** means the named insured is temporarily absent from active employment for a period of time that has been agreed to in advance in writing by the employer. Normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

## SECTION 5 - DEFINITIONS FOR SPECIFIED DISEASE BENEFIT

Additional definitions may be contained in other certificate benefit provisions or any endorsement, amendment or rider.

**Accident** means an unintended or unforeseen bodily injury sustained by a covered person, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition.

**Blindness** means clinically proven irreversible reduction of sight in both eyes that has persisted for a period of at least 180 consecutive days. Sight must be reduced to a corrected visual acuity of less than 6/60 (Metric Acuity) or 20/200 (Snellen or E-Chart Acuity), or visual field restriction to 20° or less in both eyes.

The following are not to be construed as blindness for purposes of this certificate:

- if, in general medical opinion, any procedure, device, or implant could result in the partial or total restoration of sight;
- if the covered person has not attained age three or above on the date of diagnosis, and
- if the covered person's reduction of sight, as defined above, occurs prior to the coverage effective date of the covered person's coverage under this certificate.

**Cardiologist** means a doctor who is licensed to practice medicine and who is also licensed to practice by the American Board of Internal Medicine in the subspecialty of cardiovascular disease.

**Coma** means a continuous state of profound unconsciousness resulting from a covered accident or a covered sickness, characterized by the absence of:

- eye opening,
- motor response, and
- verbal response.

The condition must require intubation for respiratory assistance. The term "coma" does not include any medically induced coma.

**Coronary Artery Bypass Graft Surgery** means undergoing open heart surgery to correct narrowing or blockage of one or more coronary arteries utilizing venous or arterial grafts, excluding procedures such as, but not limited to, balloon angioplasty, valve replacement surgery, laser relief, stents or other non-surgical procedures.

**Covered Accident** means an accident which:

- occurs on or after the coverage effective date shown on the Certificate Schedule;
- occurs while this certificate is in force; and
- is not excluded by name or specific description in this certificate.

**Covered Sickness** means a sickness which:

- occurs on or after the coverage effective date shown on the Certificate Schedule;
- occurs while this certificate is in force; and
- is not excluded by name or specific description in this certificate.

**Date of Diagnosis** means the date the covered person receives a diagnosis:

- for *Heart Attack (Myocardial Infarction)*, the date that the ischemic death of a portion of the heart muscle (myocardium) occurred based on the applicable criteria listed under the heart attack (myocardial infarction) definition;
- for *Stroke*, the date a stroke occurred based on neuroimaging or other neurodiagnostic study consistent with an acute or subacute infarction, hemorrhage, embolism, thrombosis and presence of neurological deficits persisting for a period of 30 days or greater;
- for *End Stage Renal (Kidney) Failure*, the date that regular hemodialysis or peritoneal dialysis begins;
- for *Major Organ Failure*, the date that the covered person is placed on the UNOS list for transplantation;
- for *Permanent Paralysis due to a Covered Accident*, the date the doctor confirms the permanent paralysis due to a covered accident continued for a period of 180 consecutive days;
- for *Coma*, the date a doctor confirms a coma resulting from a covered accident or a covered sickness has lasted 7 or more consecutive days;
- for *Blindness*, the date the doctor confirms the irreversible reduction of sight has continued for a period of 180 consecutive days;
- for *Occupational Infections HIV or Occupational Infections Hepatitis B, C or D*, the date of a positive antibody test for HIV or Hepatitis B, C or D subsequent to a prior negative test for the same condition with a lapse of between 90 and 180 days between the two tests; and
- for *Coronary Artery Bypass Graft Surgery*, the date the covered person undergoes the open heart surgery.

**End Stage Renal (Kidney) Failure** means chronic irreversible failure of the function of both kidneys such that the covered person must undergo at least weekly hemodialysis or peritoneal dialysis.

**Heart Attack (Myocardial Infarction)** means the ischemic death of a portion of heart muscle (myocardium) as a result of obstruction of one or more of the coronary arteries. A positive diagnosis of myocardial infarction must occur and must be supported by three or more of the following:

- chest pain;
- electrocardiographic (EKG) changes indicative of myocardial infarction; in the case of myocardial infarction associated with percutaneous coronary intervention (balloon angioplasty, stent implantation, and related procedures to increase the flow of blood through the coronary arteries), evolving ST elevations or new Q wave changes must be documented and included as one of the criteria in establishing a diagnosis;
- elevation of biochemical markers of myocardial necrosis; and
- confirmatory imaging studies.

In the event of death, an autopsy, medical examiner's confirmation or death certificate identifying heart attack (myocardial infarction) as the cause of death will be accepted.

A heart attack (myocardial infarction) is not congestive heart failure, atherosclerotic heart disease, angina, coronary artery disease, cardiac arrest (including arrhythmias), or any other disease, injury or dysfunction of the cardiovascular system.

**Major Organ Failure** means diagnosis of major organ failure of the heart, kidney, liver, lung, or pancreas resulting in the covered person being placed on the UNOS (United Network for Organ Sharing) list for a transplant.

**Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D** means diagnosis of Human Immunodeficiency Virus (HIV) infection or Hepatitis B, C or D resulting from exposure to HIV-contaminated or Hepatitis B, C or D contaminated body fluids as the result of a covered accident during the normal course of performing an occupation for which remuneration is earned.

We will pay this benefit if:

- within five days of the covered accident, it is reported and recorded by the appropriate person according to the legislation, regulations, standards or guidelines that apply to the covered person's occupation or profession;
- the covered accident is investigated and a written investigation report is provided to us by the covered person's employer;
- a confirmatory antibody HIV or Hepatitis B, C or D test is taken within five days of the covered accident and HIV or Hepatitis B, C or D is not present;
- all HIV or Hepatitis B, C or D tests are performed by a state certified and licensed laboratory; and
- a follow-up confirmatory antibody HIV or Hepatitis B, C or D test is taken between 90 days and 180 days after the covered accident, and the result is positive.

Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D excludes:

- HIV or Hepatitis B, C or D infection as the result of IV drug use;
- HIV or Hepatitis B, C or D infection as the result of sexual transmission; and
- HIV or Hepatitis B, C or D infection determined not to have been the result of a covered accident.

**Permanent Paralysis Due to a Covered Accident** means the complete and permanent loss of the use of two or more limbs through paralysis as the result of a covered accident as defined in this certificate for a continuous period of 180 days, as confirmed by a doctor. Loss of use of two or more limbs through paralysis as the result of a stroke will not be construed as permanent paralysis due to a covered accident for purposes of this certificate.

**Sickness** means an illness, infection, disease or any other abnormal physical condition not caused by an accident. Sickness includes complications of pregnancy.

**Specified Disease** means one of the specified illnesses listed in the Specified Disease Benefit section of the Certificate Schedule.

**Stroke** means an acute or sub-acute cerebrovascular incident, including infarction of brain tissue, cerebral and subarachnoid hemorrhage, cerebral embolism and cerebral thrombosis. The diagnosis must be supported by:

- evidence of persistent neurological deficits confirmed by a neurologist at least 30 days after the event; and
- confirmatory neuroimaging studies consistent with the diagnosis of a new stroke.

The following are not to be construed as a stroke for purposes of this certificate:

- transient ischemic attack;



- brain injury related to trauma or infection;
- brain injury associated with hypoxia/anoxia or hypotension;
- vascular disease affecting the eye or optic nerve; and
- ischemic disorders of the vestibular system.

In the event of death, an autopsy confirmation identifying stroke as the cause of death will be accepted.

## SECTION 6 - ELIGIBILITY AND EFFECTIVE DATE

### Coverage Effective Date

Your coverage under the policy will start at 12:01 a.m. Standard Time in the time zone where you live on the coverage effective date shown on your Certificate Schedule.

### Enrollment

An individual who is a member of an eligible class may enroll in coverage during the eligibility period, as shown on the Policy Rate Schedule, that follows the later of:

- the policy effective date as shown on the Policy Rate Schedule;
- the date the individual first becomes a member of an eligible class;
- the date the individual completes the policyholder probationary period shown on the application of the policyholder, if applicable;
- the date the individual meets evidence of insurability requirements, if any.

An individual who fails to enroll during the eligibility period may enroll no later than 90 days after the first day of employment and only during an open enrollment period. Evidence of insurability may be required. The policyholder and the company will determine when an open enrollment period begins and ends.

After the coverage effective date, the named insured cannot make any changes to the coverage type under the certificate until an open enrollment period, unless the named insured has a qualifying event. A qualifying event, for the purposes of this provision, means:

- birth or adoption of a child;
- placement of a foster child into the named insured's home;
- issuance of a court order requiring coverage of a child;
- marriage;
- divorce; or
- death of a covered person.

The named insured will have 31 days from the date of occurrence of a qualifying event in which to:

- notify us he wishes to make a change;
- complete any required enrollment form; and
- pay any additional premium, if applicable.

### Delayed Coverage Effective Date

The effective date of your coverage will be delayed if you are not a member of an eligible class on the coverage effective date shown on the Certificate Schedule. The coverage will be effective on the date that you return to status as a member of an eligible class. If this is named insured and spouse coverage, one-parent family or two-parent family coverage, coverage on the spouse and/or dependent children will be effective on the date that you return to status as a member of an eligible class.

### Who is Covered By This Certificate

If this is named insured coverage as shown on the Certificate Schedule, we insure you, the named insured.

If this is named insured and spouse coverage as shown on the Certificate Schedule, we insure you and your spouse.

If this is one-parent family coverage as shown on the Certificate Schedule, we insure you and your dependent children.

If this is two-parent family coverage as shown on the Certificate Schedule, we insure you, your spouse and your dependent children.

You may not apply for coverage for your spouse if your spouse is covered as a named insured.

Coverage on newborn children begins from the moment of live birth. Coverage for adopted children begins with the date of placement into your custody for adoption. Coverage for foster children begins with the date of placement into the foster home. Coverage for a child for whom you are ordered by a court to provide coverage begins on the date specified in the order. If the coverage is named insured coverage or named insured and spouse coverage, the coverage on the newborn or newly adopted child will end 31 days later if you do not request a change in coverage type as provided in the Enrollment provision above.

The 31-day enrollment period will not apply if you are ordered by a court to provide coverage for a child and the child meets all conditions for eligibility under the policy.

If this is a one-parent or two parent family coverage, no additional premium is due for the newborn, foster child or newly adopted child. We may not deny coverage for a child due to your failure to timely notify us of the birth of the child.

## SECTION 7 - BENEFIT FOR SPECIFIED DISEASE

### Specified Disease Benefit

We will pay this benefit if a covered person is diagnosed with a specified disease, as defined in this Certificate, and:

- the date of diagnosis is while this certificate is in force; and
- the specified disease is not excluded by name or specific description in this certificate.

We will pay the percentage of the covered person's face amount shown on the Certificate Schedule for the specified disease diagnosed.

We will pay the benefit for Coronary Artery Bypass Graft Surgery only once per lifetime per covered person.

If, on the same day, a covered person is placed on the UNOS list for a transplant of two or more major organs listed above in the definition of major organ failure (example: heart and lungs), a single benefit will be paid.

We will pay the benefit for Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D only once per lifetime per covered person.

If the date of diagnosis of two or more specified diseases is the same day, we will pay only one specified disease benefit. We will pay the larger of the specified disease benefit.

**The Specified Disease Benefit is not payable for conditions other than the specified diseases defined in this certificate.**

### Benefit Payable Upon Subsequent Diagnosis of a Specified Disease

If a covered person has been diagnosed with and received a benefit for a specified disease and is subsequently diagnosed with a **different** specified disease, we will pay the percentage of the covered person's face amount as shown on the Certificate Schedule for the specified disease diagnosed, if:

- the date of diagnosis of the subsequent specified disease is more than 180 days after any previous date of diagnosis for a specified disease;
- the subsequent date of diagnosis is while coverage under this certificate is in force; and
- the specified disease is not excluded by name or specific description in this certificate.

If a covered person has been diagnosed with and received a benefit for a specified disease and is subsequently diagnosed with the **same** specified disease (other than Coronary Artery Bypass Graft Surgery and Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D), we will pay an amount equal to 25 percent of the Face Amount for the covered person as shown on the Certificate Schedule, if:

- the date of diagnosis of the subsequent specified disease is more than 180 days after any previous date of diagnosis for the same specified disease;
- the covered person has not received treatment during the 180 days between the dates of diagnosis for the same specified disease. For purposes of the preceding sentence, treatment does not include medications and follow-up visits to the covered person's doctor;
- the subsequent date of diagnosis is while coverage under this certificate is in force; and

- the specified disease is not excluded by name or specific description in this certificate.

### Benefit Reduction

The Face Amount(s) will reduce by 50 percent on the first policy anniversary date after the named insured attains age 75. All specified disease benefits payable after that date will be based on the reduced Face Amount.

## SECTION 8 - HEALTH SCREENING BENEFIT

### Health Screening Benefit

We will pay this benefit if any covered person incurs charges for and has one of the health screening tests listed below performed while this certificate is in force. We will pay the amount shown on the Certificate Schedule for one of the following screening tests:

Stress test on a bicycle or treadmill	Skin cancer biopsy	Hemoccult stool analysis
Fasting blood glucose test	Breast ultrasound	Mammography
Blood test for triglycerides	CA 15-3 (blood test for breast cancer)	Pap smear
Serum Cholesterol test to determine level of HDL and LDL	CA 125 (blood test for ovarian cancer)	PSA (blood test for prostate cancer)
Bone marrow testing	CEA (blood test for colon cancer)	Serum protein electrophoresis (blood test for myeloma)
Carotid Doppler	Chest x-ray	Thermography
Electrocardiogram (EKG, ECG)	Colonoscopy	ThinPrep pap test
Echocardiogram (ECHO)	Flexible sigmoidoscopy	Virtual colonoscopy

We will pay a maximum of one Health Screening Benefit per covered person per calendar year.

## SECTION 9 - EXCLUSIONS AND LIMITATIONS FOR SPECIFIED DISEASE

We will not pay benefits for a specified disease that occurs as a result of a covered person's:

### Alcoholism or Drug Addiction

Addiction to alcohol or drugs, except for drugs taken as prescribed by his doctor.

### Felonies or Illegal Occupations

Committing or attempting to commit a felony or engaging in an illegal occupation.

### Intoxicants and Narcotics

Being intoxicated or under the influence of any narcotic unless administered on the advice of his doctor.

### Psychiatric or Psychological Conditions

Having a psychiatric or psychological condition, including but not limited to affective disorders, neuroses, anxiety, stress and adjustment reactions. However, Alzheimer's Disease and other organic senile dementias are covered under this certificate.

### Suicide or Injuries Which Any Covered Person Intentionally Does to Himself

Committing or trying to commit suicide or his injuring himself intentionally, whether he is sane or not.

### War or Armed Conflict

Being exposed to war or any act of war, declared or undeclared, or serving in the armed forces of any country or authority.

### Pre-Existing Condition Limitation

We will not pay the Specified Disease Benefit or Benefits Payable Upon Subsequent Diagnosis of a Specified Disease for any covered person when the specified disease is a pre-existing condition as defined in this certificate, unless the covered person has satisfied the pre-existing condition limitation period shown on the Certificate Schedule on the date the covered person is diagnosed with a specified disease. If a covered person is 65 or older when this certificate is issued, the pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

## SECTION 10 - TERMINATION OF INSURANCE

### Termination of The Named Insured's Coverage

The coverage on a named insured under the policy will terminate on the earliest of the following dates:

- the date the policy terminates; or
- the end of the grace period following the premium due date we fail to receive the required premium for the named insured; or
- the date the named insured is no longer in an eligible class; or
- the date the named insured's class is no longer included for insurance; or
- the date the next premium is due after the named insured asks us to end his coverage.

We will provide coverage for a claim for which we are liable under the terms of this certificate if the loss occurs while you are covered.

### When Coverage Ends on Your Spouse and Dependent Children

If this is a named insured and spouse coverage or two-parent family coverage, coverage on your spouse will end on the earliest of the following dates:

- the date your coverage under the policy terminates; or
- the end of the grace period following the premium due date we fail to receive the required premium for your spouse; or
- the date the next premium is due after you ask us to end your spouse's coverage; or
- the date you die; or
- the date the next premium is due after you divorce your spouse or your marriage is annulled.

If this is a one-parent family or two-parent family coverage, coverage on your dependent children will end on the earliest of the following dates:

- the date your coverage under the policy terminates; or
- the end of the grace period following the premium due date we fail to receive the required premium for your dependent children; or
- the date the next premium is due after you ask us to end your dependent children's coverage; or
- the date you die.

We will provide coverage for a claim for which we are liable under the terms of this certificate if the loss occurs while your spouse and/or dependent child is covered.

Coverage will end on each child when he no longer qualifies as a dependent child as defined in this certificate. A dependent child who reaches age 26 may remain covered if that child is and continues to be mentally or physically handicapped and is dependent on you for support and maintenance. You must submit satisfactory proof of incapacity and dependency to us within 31 days of the termination date and subsequently as we may require, but not more frequently than annually following the termination date. We will continue to charge any appropriate premium for that child as long as he meets the definition of a dependent child. It is your responsibility to notify us if any dependent child no longer qualifies as an eligible dependent. If this is one-parent family or two-parent family coverage and all of your dependent children no longer qualify as eligible dependents and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which they did not qualify.

### Leave of Absence Under the Family and Medical Leave Act

A named insured may continue his coverage during absences for family or medical leave. If a named insured is on a family or medical leave of absence, coverage will continue under this certificate as if the named insured were in active employment, if the following conditions are met:

- the premiums are paid in accordance with the policy's provisions; and
- the policyholder has approved the named insured's leave in writing.

Coverage will be continued for up to the greater of:

- the leave period required by the federal Family and Medical Leave Act of 1993, and any amendments; or
- the leave period required by applicable state law.

If coverage is not continued during a family or medical leave of absence, upon the named insured's return to active employment:

- no new pre-existing condition limitation will be applied; and
- no new evidence of insurability will be required to reinstate the coverage which was in effect before the leave began.

In order for these conditions to apply, the policyholder must notify us and commence paying premiums for the named insured's coverage within 31 days following a named insured's return to active employment following a leave of absence for family or medical leave.

The time period in the pre-existing condition limitation period will continue to run through a named insured's family or medical leave of absence.

#### **Leave of Absence - Other**

If the named insured is on a temporary layoff or leave of absence other than for family or medical leave and premium is paid in accordance with the policy's provisions, he will be covered through the premium due date immediately following the date the temporary layoff or leave of absence begins.

If premium is remitted beyond the premium due date referenced above, our only liability will be to return the premium.

## **SECTION 11 - PORTABILITY**

### **Portability Privilege**

We will provide specified disease insurance portability coverage, subject to these provisions.

Such coverage will not be available for a named insured, unless:

- we receive a written request by the named insured and payment of all premiums due for the portability coverage not later than 63 days after such termination; and
- the request is made on a form we furnish or approve for that purpose.

### **Coverage**

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy for specified disease insurance when the named insured's insurance terminated. We will allow you to decrease the face amount at the time portability is requested; provided that the face amount cannot be decreased below a Face Amount for Named Insured of \$5,000. Portability coverage may include any eligible family members who were covered under the policy. Any change made to the policy after a named insured is insured under the portability privilege will not apply to that named insured unless it is required by law.

Portability coverage will be effective on the day after coverage under the policy terminates.

### **Premiums**

Premiums are due and payable in advance to us at our home office. Premium due dates are the first day of each calendar month. The premium rates are based on the portability rates in effect on any premium due date. We have the right to change the portability premium we charge on any premium due date. Written notice will be given at least 45 days before the change is to take effect.

### **Grace Period**

The grace period provision of the policy will apply to each certificateholder of portability coverage as if such certificateholder is the policyholder.

If we agree to reinstate this certificate, such reinstatement will not constitute waiver of the "Termination of This Contract" provision.

### **Termination of Insurance**

Insurance under this portability privilege will automatically end on the earliest of the following dates:

- The date the named insured again becomes eligible for specified disease insurance under the policy.
- The last day for which premiums have been paid, if the named insured fails to pay premiums when due, subject to the Grace Period provision.
- The date insurance under this portability provision is cancelled by us for any reason upon 45-days notice.

With respect to insurance for your spouse and dependent children, insurance under this portability privilege will automatically end on the earliest of the following dates:

- the date the named insured's insurance terminates; or

- as to your dependent children, the date the dependent child ceases to qualify as a dependent child as defined in this certificate; or
- as to your spouse, the date the next premium is due after you divorce your spouse or your marriage is annulled.

Once insurance under this portability provision is cancelled, it can not be reinstated.

### **Termination of the Policy**

Portability coverage may continue beyond the termination date of the policy, subject to the timely payment of premiums. Benefits, terms and conditions for portability coverage will be determined as if the policy had remained in full force and effect.

## **SECTION 12 - GENERAL PROVISIONS**

### **Misstatement of Age**

If the age of the named insured has been misstated, we will make any equitable adjustment of premiums. We will refund any excess premium payment over the amount due based on your correct age. We will request payment for any overdue premium based on your correct age. If the misstatement is discovered after a payment is due and payable, we will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If a named insured is not eligible because of age we will refund all premiums paid.

### **Misstatement of Tobacco Status**

If there is a misstatement in the application of the named insured's tobacco status, we will adjust the benefits payable to the amounts which would have been purchased at the correct tobacco status in consideration of the most recent premium. We will not make such an adjustment after this policy has been in force for two years from the coverage effective date.

### **Contestability**

No statement made by any named insured relating to his insurability or the insurability of his dependents shall be used to contest the validity of the insurance after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person about whom the statement was made.

*Contest* means that we question the validity of coverage under this policy through a letter to the policyholder or the named insured. This contest is effective on the date we mail the letter and refund premiums.

All statements made by the policyholder or any named insured shall be deemed representations and not warranties. No written statement made by the policyholder or any named insured shall be used in any contest unless a copy of the statement is furnished to the policyholder or the named insured.

After this certificate has been in force for 12 months from the coverage effective date, we will pay benefits for any pre-existing condition not excluded by name or specific description if the date of diagnosis is more than 12 months after the coverage effective date. If a covered person is 65 or older when this certificate is issued, the pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

### **Policyholder as Agent**

For purposes of the policy and this certificate, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

## **SECTION 13 - CLAIM PROVISIONS**

### **Notice of Claim**

If a covered person has an injury or sickness that may result in a claim for benefits under the policy, written notice must be given to us at our home office or to any authorized agent of the insurer. This must be done within 90 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as is reasonably possible. The notice must contain enough information to identify the covered person.

### **Claim Forms**

When we receive written or verbal notice of a claim, claim forms will be sent with which to file Proof of Loss. If these forms are not given to you within 15 days, you will be excused from filing the forms as long as you send us Proof of Loss as described below.

### **Proof of Loss**

We must receive a written proof of loss within 180 days after the covered loss begins. If you are not able to give us written proof of loss within 180 days, it will not have a bearing on this claim if proof is given to us as soon as it is reasonably possible. In any event, proof must be given no later than one year from the time stated unless you are legally unable to do so.

Written proof of loss must include one or more of the following: a doctor's bill, a hospital bill or other proof of charges.

### **Time of Payment of Claim**

After we receive written proof of loss and process your claim, we will immediately pay any benefits due.

### **Payment of Claim**

Benefits will be paid to you unless we receive a written authorization to pay them elsewhere, such as to a hospital or a doctor's office. This is called assignment.

If we still owe you benefits at your death, benefits due will be paid in this order to your:

- spouse; or
- children; or
- parents; or
- brothers and sisters; or
- estate.

If benefits are payable to your estate or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, we can pay benefits up to an amount not exceeding \$3,000 to someone related to you by blood or connection by marriage or beneficiary who we feel is fairly entitled to them. If we do this, we will have no responsibility for this payment because we made it in good faith.

### **Unpaid Premium**

When a claim is paid under the policy, any premium then due and unpaid may be deducted by us from the claim payment.

### **Overpaid Claim**

We have the right to recover any overpayments due to:

- fraud; and
- any error we make in processing a claim.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

We will not recover more money than the amount we overpaid.

### **Questions Concerning the Named Insured's Claim**

If you have questions concerning your claim, you can call us at our home office. We are open Monday through Friday from 8:30 a.m. until 5:00 p.m. Eastern Time.

### **Physical Exam and Autopsy**

We can require that any covered person be examined by a doctor of our choice as often as it is reasonably necessary while his claim is pending. We can also require an autopsy in the event of the death of any covered person in those states where this is allowed. Either or both of these will be done at our expense.

### **Legal Action**

We cannot be sued for benefits under the policy:

- until 60 days after we are sent written proof of loss; or

- more than three years after the time has passed in which we require written proof of loss.

#### **Claim Review**

If a claim is denied, we will give written notice of:

- the reason for denial; and
- the policy provision that relates to the denial;
- the right to ask for a review of the claims; and
- the right to submit any additional information that might allow us to change our decision.

You may, upon written request, read any reports that are not confidential. For a small fee, we will make copies of those reports.

#### **Change of Beneficiary**

Unless you make an irrevocable designation of beneficiary, the right to change a beneficiary is reserved to you and the consent of the beneficiary or beneficiaries shall not be requisite to assignment of this certificate or to change of beneficiary or beneficiaries, or to any changes in this certificate. A change of beneficiary will not have a bearing on any payment we make before we receive it.

#### **Appeals Procedure**

Prior to filing any lawsuit and within 60 days after denial of a claim, you or your estate must appeal any denial of benefits under the policy by making a written request for review of the denial.

#### **Workers' Compensation Not Affected**

The policy does not replace or change any requirement for coverage under Workers' Compensation insurance.

Injury or loss covered by workers' compensation is not excluded.



**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**  
1200 Colonial Life Boulevard, P. O. Box 1365, Columbia, South Carolina 29202  
1.800.325.4368 coloniallife.com

**AND SPECIFIED DISEASE GROUP INSURANCE CERTIFICATE**  
**THE CERTIFICATE PROVIDES LIMITED BENEFITS**  
**BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES**

**Outline of Coverage**  
**(Applicable to policy form GCC1.0-P-GR-NC and certificate form GCC1.0-C-GR-NC)**

**Pre-Existing Statement:** No benefits will be provided during the first 12 months of the certificate for Specified Disease diagnosed before the insured's coverage effective date. Pre-existing condition means those conditions for which medical advice, diagnosis, care, or treatment was received or recommended within the one-year period immediately preceding the effective date of a covered person. If a covered person is 65 or older when this policy is issued, pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

**Specified Disease Benefit Reduction:** The Face Amount on any coverage in force after the named insured's 75th birthday will be reduced by 50% on the first Policy Anniversary Date following the named insured's 75th birthday. There will be no further increases in the insured's coverage amount.

**IMPORTANT CANCELLATION INFORMATION - PLEASE READ THE SECTION TITLED - "TERMINATION".**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

**Please Read Your Certificate Carefully.** This outline provides a very brief description of the important features of the Group Policy. This is not an insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of the policyholder, you and us. The certificate describes the features of the coverage, lists any limitations or exclusions on coverage and explains how to file a claim against the coverage. It is, therefore, important that you **READ YOUR CERTIFICATE CAREFULLY.**

**Coverage Provided by The Certificate.** The certificate is designed to provide coverage ONLY for specified diseases and for certain health screening tests, subject to any limitations or exclusions in your certificate. It does not provide coverage for basic hospital, basic medical-surgical or major medical expenses.

**BENEFITS**

Face Amount for Named Insured	\$100,000
Face Amount for Spouse (if covered)	50% of face amount for Named Insured
Face Amount for Dependent Children (if covered)	50% of face amount for Named Insured

**The Face Amount(s) will reduce by 50% on the first Policy Anniversary Date after the named insured attains age 75.**

**BENEFIT FOR SPECIFIED DISEASE**

We will pay this benefit if a covered person is diagnosed with a specified disease, as shown below and: the date of diagnosis is while the certificate is in force; and the specified disease is not excluded by name or specific description in the certificate.

## Specified Disease Benefit

## Percentage of Face Amount

Heart Attack (Myocardial Infarction)	100%
Stroke	100%
End Stage Renal (Kidney) Failure	100%
Major Organ Failure	100%
Permanent Paralysis due to an Accident	100%
Coma	100%
Blindness	100%
Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D	100%
Coronary Artery Bypass Graft Surgery	25%

We will pay the percentage of the covered person's face amount shown above for the specified disease diagnosed.

We will pay the benefit for Coronary Artery Bypass Graft Surgery only once per lifetime per covered person.

If, on the same day, a covered person is placed on the UNOS list for a transplant of two or more major organs listed above in the definition of major organ failure (example: heart and lungs), a single benefit will be paid.

We will pay the benefit for Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D only once per lifetime per covered person.

If the date of diagnosis of two or more specified diseases is the same day, we will pay only one specified disease benefit. We will pay the larger of the specified disease benefits.

**The Specified Disease Benefit is not payable for conditions other than the specified illnesses listed in the Specified Disease Benefit section of the Certificate Schedule.**

## Benefits Payable Upon Subsequent Diagnosis of a Specified Disease

If a covered person has been diagnosed with and received a benefit for a specified disease and is subsequently diagnosed with a **different** specified disease, we will pay the percentage of the covered person's face amount as shown above for the specified disease diagnosed, if:

- the date of diagnosis of the subsequent specified disease is more than 180 days after any previous date of diagnosis for a specified disease;
- the subsequent date of diagnosis is while coverage under the certificate is in force; and
- the specified disease is not excluded by name or specific description in the certificate.

If a covered person has been diagnosed with and received a benefit for a specified disease and is subsequently diagnosed with the **same** specified disease (other than Coronary Artery Bypass Graft Surgery and Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D), we will pay an amount equal to 25 percent of the Face Amount for the covered person, if:

- the date of diagnosis of the subsequent specified disease is more than 180 days after any previous date of diagnosis for the same specified disease;
- the covered person has not received treatment during the 180 days between the dates of diagnosis for the same specified disease;
- the subsequent date of diagnosis is while coverage under the certificate is in force; and
- the specified disease is not excluded by name or specific description in the certificate.

## Benefit Reduction

The Face Amount(s) will reduce by 50 percent on the first policy anniversary date after the named insured attains age 75. All specified disease benefits payable after that date will be based on the reduced Face Amount.

**Health Screening Benefit      \$100 per covered person, per calendar year**

We will pay this benefit if any covered person incurs charges for and has one of the health screening tests listed below performed while the certificate is in force. We will pay the amount shown above for one of the following screening tests:

Stress test on a bicycle or treadmill	Skin cancer biopsy	Hemoccult stool analysis
Fasting blood glucose test	Breast ultrasound	Mammography
Blood test for triglycerides	CA 15-3 (blood test for breast cancer)	Pap smear
Serum Cholesterol test to determine level of HDL and LDL	CA 125 (blood test for ovarian cancer)	PSA (blood test for prostate cancer)
Bone marrow testing	CEA (blood test for colon cancer)	Serum protein electrophoresis (blood test for myeloma)
Carotid Doppler	Chest x-ray	Thermography
Electrocardiogram (EKG, ECG)	Colonoscopy	ThinPrep pap test
Echocardiogram (ECHO)	Flexible sigmoidoscopy	Virtual colonoscopy

We will pay a maximum of one Health Screening Benefit per covered person per calendar year.

**EXCLUSIONS AND LIMITATIONS FOR SPECIFIED DISEASE**

We will not pay benefits for a specified disease that occurs as a result of a covered person's:

- Addiction to alcohol or drugs, except for drugs taken as prescribed by his doctor.
- Committing or attempting to commit a felony or engaging in an illegal occupation.
- Being intoxicated or under the influence of any narcotic unless administered on the advice of his doctor.
- Having a psychiatric or psychological condition, including but not limited to affective disorders, neuroses, anxiety, stress and adjustment reactions. However, Alzheimer's Disease and other organic senile dementias are covered under this certificate.
- Committing or trying to commit suicide or his injuring himself intentionally, whether he is sane or not.
- Being exposed to war or any act of war, declared or undeclared, or serving in the armed forces of any country or authority.

**Pre-Existing Condition Limitation**

We will not pay the Specified Disease Benefit or Benefits Payable Upon Subsequent Diagnosis of a Specified Disease for any covered person when the specified disease is a pre-existing condition as defined in the certificate, unless the covered person has satisfied the pre-existing condition limitation period shown on the Certificate Schedule on the date the covered person is diagnosed with a specified disease. If a covered person is 65 or older when this certificate is issued, the pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

**TERMINATION**

The policy can be cancelled by the policyholder or us. Your coverage will terminate if the policy terminates, if your premium is not paid, if you are no longer in an eligible class, your class is no longer included for insurance, or if you ask us to end your coverage.

For named insured and spouse or named insured, spouse and dependents coverage, coverage on your spouse will terminate on the earliest of the following dates: the date your coverage under the policy terminates, the required premium for your spouse is not paid, if you ask us to end your spouse's coverage, if you die, or if you divorce your spouse or your marriage is annulled.

For named insured and dependents or named insured, spouse and dependents coverage, the dependent children's coverage will terminate on the earliest of the following dates: the date your coverage under the policy terminates, the required premium for your dependent children is not paid, if you ask us to end your dependent children's coverage, or if you die. Coverage will end on each child when he no longer qualifies as a dependent child as defined in the certificate.



# COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

## FIRST DIAGNOSIS BUILDING BENEFIT RIDER TO GROUP INSURANCE CERTIFICATE

### RIDER SCHEDULE

**Policyholder:** Kestrel Heights School

**Group Policy Number:** G0032465

**Named Insured:** John A. Doe

**Certificate Number:** 9999999999

**Coverage Type:** Two-Parent Family

**Rider Effective Date:** September 1, 2017

**Rider Year:** 09/01 - 08/31 of each year this rider is in effect



**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**  
 1200 Colonial Life Boulevard, P. O. Box 1365, Columbia, South Carolina 29202  
 1.800.325.4368 coloniallife.com  
 A Stock Company

..... **First Diagnosis Building Benefit Rider** .....

**THIS IS A LIMITED RIDER - READ IT CAREFULLY.**

**THIS RIDER IS NOT ATTACHED TO A MEDICARE SUPPLEMENT POLICY.**

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

**All terms, definitions of terms, conditions, exclusions and limitations stated in the certificate will also apply to this rider unless we state otherwise in this rider.**

**Coverage Provided by This Rider**

We provide the benefit stated in this rider as a part of the certificate to which it is attached for the person(s) shown on the Rider Schedule, subject to any limitations in the rider or the certificate.

**First Diagnosis Building Benefit**

**Amount for Named Insured: \$1,000 for each rider year this rider is in force after the rider effective date, up to a maximum of 10 rider years**

**Amount for Spouse: \$500 for each year coverage for the spouse under this rider is in force, up to a maximum of 10 years**

**Amount for Dependent Children: \$500 for each year coverage for the dependent children under this rider is in force, up to a maximum of 10 years**

We will pay the First Diagnosis Building Benefit if a covered person is diagnosed with a specified disease (other than , as defined in the Certificate to which this rider is attached, and:

- the date of diagnosis is while this rider is in force;
- for a date of diagnosis during the 12 months following the rider effective date, the specified disease is not a pre-existing condition; and
- the specified disease is not excluded by name or specific description in the certificate.

We will pay the First Diagnosis Building Benefit amount for the covered person, as shown above, for each rider year this rider has been in force after the rider effective date and before the covered person's diagnosis is made, up to a maximum of 10 rider years or, in case of spouse or dependent children, each year coverage for the spouse or dependent children under this rider is in force and before the covered person's diagnosis is made, up to a maximum of 10 years. **Rider Year** means the period shown on the Rider Schedule. **Year** means 12 calendar months. In the event the covered person's diagnosis occurs before the end of the first rider year following the rider effective date, the First Diagnosis Building Benefit amount for that covered person will be \$500 if the covered person is the named insured and \$250 if the covered person is the named insured's covered spouse or dependent child, if applicable.

We will pay this benefit only once for each covered person insured by this rider.

We will not pay this benefit for any specified disease diagnosed during the 12 months following the rider effective date if the specified disease is a pre-existing condition.

**Termination of the Named Insured's Coverage**

The coverage on a named insured under this rider will terminate on the earliest of the following dates:



- the date coverage terminates under the certificate to which this rider is attached; or
- the end of the grace period following the premium due date we fail to receive the required premium for the named insured; or
- the date the next premium is due after the named insured asks us to end his coverage.

We will provide coverage for a claim for which we are liable under the terms of this rider if the loss occurs while you are covered.

#### **When Coverage Ends on Your Spouse and Dependent Children**

If this is a named insured and spouse coverage or two-parent family coverage, coverage on your spouse will end on the earliest of the following dates:

- the date your coverage under the certificate terminates; or
- the end of the grace period following the premium due date we fail to receive the required premium for your spouse; or
- the date the next premium is due after you ask us to end your spouse's coverage; or
- the date you die; or
- the date the next premium is due after you divorce your spouse or your marriage is annulled.

If this is a one-parent family or two-parent family coverage, coverage on your dependent children will end on the earliest of the following dates:

- the date your coverage under the certificate terminates; or
- the end of the grace period following the premium due date we fail to receive the required premium for your dependent children; or
- the date the next premium is due after you ask us to end your dependent children's coverage; or
- the date you die.

Coverage will end on each child when he no longer qualifies as a dependent child as defined in the certificate to which this rider is attached. A dependent child who reaches age 26 may remain covered if that child is and continues to be mentally or physically handicapped and is dependent on you for support and maintenance. You must submit satisfactory proof of incapacity and dependency to us within 31 days of the termination date and subsequently as we may require, but not more frequently than annually following the termination date. We will continue to charge any appropriate premium for that child as long as he meets the definition of a dependent child. It is your responsibility to notify us if any dependent child no longer qualifies as an eligible dependent. If this is one-parent family or two-parent family coverage and all of your dependent children no longer qualify as eligible dependents and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which they did not qualify.

We will provide coverage for a claim for which we are liable under the terms of this rider if the loss occurs while your spouse and/or dependent child is covered.

Secretary



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**FIRST DIAGNOSIS BUILDING BENEFIT RIDER**  
**OUTLINE OF COVERAGE**  
(Applicable to Rider Form R-GGC1.0-BB-GR-NC)

**THE RIDER IS NOT ATTACHED TO A MEDICARE SUPPLEMENT POLICY.**

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

**Read your rider carefully.** This outline provides a very brief description of the important features of your rider. This is not an insurance contract and only the actual policy and rider provisions will control. The policy and rider set forth in detail the rights and obligations of both you and us. It is, therefore, important that you **READ YOUR RIDER CAREFULLY**.

**Coverage Provided by the Rider.** Your rider is designed to provide coverage **ONLY** for specified diseases, subject to any limitations in your rider. The rider does not provide coverage for basic hospital, basic medical-surgical or major medical expenses.

**First Diagnosis Building Benefit Rider**

**Amount: \$1,000 for each rider year the rider is in force after the rider effective date, up to a maximum of 10 rider years**

**Amount for Spouse: \$500 for each year coverage for the spouse under the rider is in force, up to a maximum of 10 years**

**Amount for Dependent Children: \$500 for each year coverage for the dependent children under the rider is in force, up to a maximum of 10 years**

We will pay the First Diagnosis Building Benefit if a covered person is diagnosed with a specified disease (other than Coronary Artery Bypass Graft Surgery, as defined in the Certificate to which the rider is attached, and:

- the date of diagnosis is while the rider is in force;
- for a date of diagnosis during the 12 months following the rider effective date, the is not a pre-existing condition; and
- the specified disease is not excluded by name or specific description in the certificate.

We will pay the First Diagnosis Building Benefit amount for the covered person, as shown above, for each rider year the rider has been in force after the rider effective date and before the covered person's diagnosis is made, up to a maximum of 10 rider years or in the case of spouse or dependent children, each year coverage for the spouse or dependent children under this rider is in force and before the covered person's diagnosis is made, up to a maximum of 10 years. **Rider Year** means the period shown on the Rider Schedule. **Year** means 12 calendar months. In the event the covered person's diagnosis occurs before the end of the first rider year following the rider effective date, the First Diagnosis Building Benefit amount for that covered person will be \$500 if the covered person is the named insured and \$250 if the covered person is the named insured's covered spouse or dependent child, if applicable.

We will pay this benefit only once for each covered person insured by the rider.

We will not pay this benefit for any diagnosed during the 12 months following the rider effective date if the specified disease is a pre-existing condition.

**First Diagnosis Building Benefit Rider**

**Amount: \$1,000 for each rider year the rider is in force after the rider effective date, up to a maximum of 10 rider years**

**Amount for Spouse: \$500 for each year coverage for the spouse under the rider is in force, up to a maximum of 10 years**

**Amount for Dependent Children: \$500 for each year coverage for the dependent children under the rider is in force, up to a maximum of 10 years**



We will pay the First Diagnosis Building Benefit if a covered person is diagnosed with a critical illness (other than Coronary Artery Bypass Graft Surgery, as defined in the Certificate to which the rider is attached, and:

- the date of diagnosis is while the rider is in force;
- for a date of diagnosis during the 12 months following the rider effective date, the is not a pre-existing condition; and
- the critical illness is not excluded by name or specific description in the certificate.

We will pay the First Diagnosis Building Benefit amount for the covered person, as shown above, for each rider year the rider has been in force after the rider effective date and before the covered person's diagnosis is made, up to a maximum of 10 rider years or in the case of spouse or dependent children, each year coverage for the spouse or dependent children under this rider is in force and before the covered person's diagnosis is made, up to a maximum of 10 years. **Rider Year** means the period shown on the Rider Schedule. **Year** means 12 calendar months. In the event the covered person's diagnosis occurs before the end of the first rider year following the rider effective date, the First Diagnosis Building Benefit amount for that covered person will be \$500 if the covered person is the named insured and \$250 if the covered person is the named insured's covered spouse or dependent child, if applicable.

We will pay this benefit only once for each covered person insured by the rider.

We will not pay this benefit for any diagnosed during the 12 months following the rider effective date if the critical illness is a pre-existing condition.

#### **Termination of the Named Insured's Coverage**

The coverage on a named insured under the rider will terminate on the earliest of the following dates:

- the date coverage terminates under the certificate to which the rider is attached; or
- the end of the grace period following the premium due date we fail to receive the required premium for the named insured; or
- the date the next premium is due after the named insured asks us to end his coverage.

#### **When Coverage Ends on Your Spouse and Dependent Children**

If this is a named insured and spouse coverage or two-parent family coverage, coverage on your spouse will end on the earliest of the following dates:

- the date your coverage under the certificate terminates; or
- the end of the grace period following the premium due date we fail to receive the required premium for your spouse; or
- the date the next premium is due after you ask us to end your spouse's coverage; or
- the date you die; or
- the date the next premium is due after you divorce your spouse or your marriage is annulled.

If this is a one-parent family or two-parent family coverage, coverage on your dependent children will end on the earliest of the following dates:

- the date your coverage under the certificate terminates; or
- the end of the grace period following the premium due date we fail to receive the required premium for your dependent children; or
- the date the next premium is due after you ask us to end your dependent children's coverage; or
- the date you die.

Coverage will end on each child when he no longer qualifies as a dependent child as defined in the certificate to which the rider is attached.





**NOTICE CONCERNING COVERAGE  
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA  
LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

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

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association  
Post Office Box 10218  
Raleigh, North Carolina 27605

North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Service Center  
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the back of this page* is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

## **COVERAGE**

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed the average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- a policy or contract commonly known as Medicare Part C or Part D or any regulations issued pursuant thereto.

## **LIMITS ON AMOUNT OF COVERAGE**

- (1) The guaranty association cannot pay out more than what the insurance company would owe under the policy or contract.
- (2) Except as provided in (3) (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
- (3) The guaranty association will pay a maximum of \$500,000 with respect to basic hospital, medical and surgical insurance and major medical insurance.
- (4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- (5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.



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**ENDORSEMENT**

This endorsement is added to and made a part of the policy/certificate to which it is attached.

From time to time, Colonial Life & Accident Insurance Company ("Company") may offer or provide to persons who apply for coverage with the Company or become insureds/enrollees with the Company, or to their employers or membership organizations, certain consultative or administrative services incident to a comprehensive employee benefits program, including but not limited to, flexible spending account (Flex) administration services; Internal Revenue Code Section 125 cafeteria plan premium conversion services; benefits statements; access to human resources advisory websites; or other services or goods incident to a comprehensive employee benefits program. Such services or goods may be offered by the Company directly or through third-party vendors.

In addition, the Company may arrange for third-party health care providers, including but not limited to physicians, pharmacies, dentists, and optometrists, to furnish discounted goods or services to persons who apply for coverage with the Company or who become insureds/enrollees with the Company, or to their employers or membership organizations, as part of a comprehensive employee benefits program.

The Company may discontinue the furnishing of any or all of the above-referenced services, goods, or discounts at any time. In addition, any of said services, goods or discounts furnished through a third-party vendor or provider shall be the sole responsibility of such third-party vendor or provider. The Company shall not be liable for the furnishing of, or the failure to furnish, services, goods, or discounts arranged through a third-party vendor or provider.

**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**

  
Secretary



## NOTICE REQUIRED BY NORTH CAROLINA INSURANCE LAW

### WILLFUL FAILURE BY FIDUCIARY TO PAY GROUP INSURANCE PREMIUM

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

1. CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
2. WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THAT PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.



## APPLICATION FOR GROUP INSURANCE

Colonial Life & Accident Insurance Company  
P.O. Box 1365, Columbia, SC 29202-1365  
[www.coloniallife.com](http://www.coloniallife.com)

BCN(s): E4861282

Applicant (Company): Kestrel Heights School

Corporate Address: 4900 Prospectus Drive  
Street

Durham, NC, 27713  
City / State / Zip Code

### Product(s) Applied For:

- |  |   |
|--|---|
| <input type="checkbox"/> Group Accident Insurance                        | <input type="checkbox"/> Group Cancer Insurance                         |
| <input type="checkbox"/> Group Term Life Insurance                       | <input checked="" type="checkbox"/> Group Specified Disease Insurance   |
| <input type="checkbox"/> Group Disability Insurance                      | <input type="checkbox"/> Group Hospital Confinement Indemnity Insurance |
| <input type="checkbox"/> Voluntary Group Short Term Disability Insurance |   |

### Replacement:

Is there any Group Life Insurance plan in force or being applied for (with another carrier) on some or all employees?  
☐ Yes ☐ No If Yes, complete the information below:

Name of Carrier	Termination Date

The applicant agrees that no insurance shall be effective until approved by Colonial Life & Accident Insurance Company and that acceptance of the policy will be an approval of all policy terms. The policy specifications will be made a part of the policy along with a copy of this form.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

Durham NC  
Signed at: City State

Wet signature on file  
Applicant Signature (authorized representative / officer)

Mark Tracy  
Applicant Printed Name

Plan Administrator  
Title

06/23/2017  
Date (mm/dd/yyyy)

I certify that I have truly and accurately recorded on the application form the information supplied by the insured.

Donald Pierce  
Producer / Broker Signature

Donald Pierce  
Producer / Broker Printed Name

06/23/2017  
Date (mm/dd/yyyy)

66021148  
License Number

041409  
Producer Number

## Our Commitment to Privacy

We understand your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

### COLLECTING INFORMATION

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations and service providers.

### SHARING INFORMATION

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

### SAFEGUARDING INFORMATION

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

### ACCESS TO INFORMATION

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

### **CORRECTION OF INFORMATION**

If you believe the NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

### **COVERAGE DECISIONS**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

### **CONTACTING US**

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit: [unum.com/privacy](http://unum.com/privacy) or [coloniallife.com](http://coloniallife.com). You may also write to: Privacy Officer, Unum, 2211 Congress Street, C476, Portland, Maine 04122.

*We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.*

*Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, Unum Insurance Company, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and Starmount Life Insurance Company.*