



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

Rutherford Co Schools 12 Mo  
382 W Main St  
Forest City, NC 28043-3027



**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**

**GROUP CRITICAL ILLNESS AND CANCER SPECIFIED DISEASE INSURANCE POLICY**

**THIS IS A NON-PARTICIPATING POLICY THAT PROVIDES LIMITED BENEFITS.  
THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE  
FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR  
OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL  
PAYMENT WITH YOUR TAXES.**

**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. This policy describes the provisions with which the Policyholder should be familiar. Please see the certificate for specific details on the benefits.

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** refer to Colonial Life & Accident Insurance Company.

Premium rates shall be guaranteed for the first contract year. We will not change the premium rates more than once in any six-month period based on at least 12 months experience. Any rate adjustment shall be preceded by a written 45-day notice. 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.

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. Benefit details are shown in the certificate.

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

**Right to Return This Policy**

If, for any reason, you are not satisfied with this policy, you can return it to us at our home office within 30 days after you receive it. At that time, you should ask us in writing to cancel it. We will consider this policy as if it never existed. Any premium paid will be refunded.

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 CANCELLABLE AT THE OPTION OF THE COMPANY.  
PLEASE READ THE "TERMINATION OF THIS CONTRACT" PROVISION.  
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE**

## **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:	Rutherford Co Schools 12 Mo	Policy Number:	G0054572
Policyholder Address:	382 W Main St Forest City, NC 28043-3027	Billing Control Number:	E3288479
Policy Effective Date:	01-01-2021	Governing Jurisdiction:	North Carolina
First Policy Anniversary:	01-01-2022		

#### Description of Eligible Classes

All employees in active employment with the policyholder 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 is performing the material and substantial duties of their 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 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 the job.

**New Hire Waiting Period:** 0 days

**New Hire Eligibility Period:** 31 days

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

#### BENEFIT AMOUNT

		Face Amount
Face Amount for Named Insured	Amount selected by the named insured	\$5,000 - \$50,000
Face Amount for Spouse	50% of the named insured benefit amount	\$2,500 - \$25,000
Face Amount for Dependent Children	50% of the named insured benefit amount	\$2,500 - \$25,000

In addition, a member of an eligible class may choose to purchase additional Face Amount for Named Insured in \$1,000 increments, up to a maximum Face Amount of \$50,000.

#### POLICYHOLDER PLAN CHOICE FOR CRITICAL ILLNESS BENEFIT:

##### COVERED CONDITIONS:

Benign Brain Tumor, Coma, Coronary Artery Disease, End Stage Renal (Kidney) Failure, Heart Attack (Myocardial Infarction), Loss of Hearing, Loss of Sight, Loss of Speech, Major Organ Failure Requiring Transplant, Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D, Permanent Paralysis Due to a Covered Accident, Stroke, Sudden Cardiac Arrest.

##### Benefit Payable Upon Subsequent Diagnosis of a Critical Illness

**POLICYHOLDER PLAN CHOICE FOR ADDITIONAL CRITICAL ILLNESS BENEFIT FOR DEPENDENT CHILDREN:**

**ADDITIONAL CRITICAL ILLNESS BENEFIT FOR DEPENDENT CHILDREN**

**COVERED CONDITIONS:**

Cerebral Palsy, Cleft Lip or Palate, Cystic Fibrosis, Down Syndrome, Spina Bifida

**POLICYHOLDER PLAN CHOICE FOR CANCER BENEFITS:**

**DIAGNOSIS OF CANCER BENEFITS:**

Invasive Cancer (Including all Breast Cancer) and Non-Invasive Cancer

**Benefit Payable Upon Reoccurrence of Invasive Cancer (Including all Breast Cancer)**

**Skin Cancer Initial Diagnosis**

**Policyholder Plan Choice for Wellbeing Assistance Benefit:**

**Wellbeing Assistance Benefit**

Wellbeing Assistance Benefit of \$100

**Riders:**

First Diagnosis Building Benefit Rider

Infectious Diseases Rider

Progressive Diseases Rider

**Initial Monthly Rates per Unit for Critical Illness Benefit, Additional Critical Illness Benefit for Dependent Children and Invasive Cancer Benefit (Including all Breast Cancer), Non-Invasive Cancer Benefit and Skin Cancer Initial Diagnosis Benefit:**

Initial Monthly Rates per Unit				
Issue Age Band	Non-Tobacco			
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family
<b>17-24</b>	\$ 0.40	\$ 0.57	\$ 0.40	\$ 0.57
<b>25-29</b>	\$ 0.57	\$ 0.83	\$ 0.57	\$ 0.83
<b>30-34</b>	\$ 0.75	\$ 1.09	\$ 0.75	\$ 1.09
<b>35-39</b>	\$ 1.15	\$ 1.70	\$ 1.15	\$ 1.70
<b>40-44</b>	\$ 1.55	\$ 2.30	\$ 1.55	\$ 2.30
<b>45-49</b>	\$ 2.21	\$ 3.32	\$ 2.21	\$ 3.32
<b>50-54</b>	\$ 2.86	\$ 4.34	\$ 2.86	\$ 4.34
<b>55-59</b>	\$ 3.76	\$ 5.71	\$ 3.76	\$ 5.71
<b>60-64</b>	\$ 5.13	\$ 7.79	\$ 5.13	\$ 7.79
<b>65-69</b>	\$ 6.29	\$ 9.57	\$ 6.29	\$ 9.57
<b>70-74</b>	\$ 6.29	\$ 9.57	\$ 6.29	\$ 9.57

Initial Monthly Rates per Unit				
Issue Age Band	Tobacco			
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family
17-24	\$ 0.64	\$ 0.91	\$ 0.64	\$ 0.91
25-29	\$ 0.92	\$ 1.33	\$ 0.92	\$ 1.33
30-34	\$ 1.20	\$ 1.75	\$ 1.20	\$ 1.75
35-39	\$ 1.84	\$ 2.71	\$ 1.84	\$ 2.71
40-44	\$ 2.48	\$ 3.68	\$ 2.48	\$ 3.68
45-49	\$ 3.53	\$ 5.31	\$ 3.53	\$ 5.31
50-54	\$ 4.57	\$ 6.94	\$ 4.57	\$ 6.94
55-59	\$ 6.01	\$ 9.14	\$ 6.01	\$ 9.14
60-64	\$ 8.20	\$ 12.47	\$ 8.20	\$ 12.47
65-69	\$ 10.06	\$ 15.30	\$ 10.06	\$ 15.30
70-74	\$ 10.06	\$ 15.30	\$ 10.07	\$ 15.31

The method required to calculate premium for a covered person uses Issue Age rates. This method will apply for the duration of the policy. Issue Age rates are rates that reflect a covered person's age at the time of purchase.

#### Initial Monthly Rates for Wellbeing Assistance Benefit

Initial Monthly Rates for Wellbeing Assistance Benefit				
Age Band				
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family
17-74	\$ 6.65	\$ 10.35	\$ 6.65	\$ 10.35

#### Initial Monthly Rates for First Diagnosis Building Benefit Rider

Initial Monthly Rates for First Diagnosis Building Benefit Rider				
Issue Age Band	Non-Tobacco			
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family
17-24	\$ 1.85	\$ 2.69	\$ 1.85	\$ 2.69
25-29	\$ 2.95	\$ 4.31	\$ 2.95	\$ 4.31
30-34	\$ 4.05	\$ 5.93	\$ 4.05	\$ 5.93
35-39	\$ 6.17	\$ 9.16	\$ 6.17	\$ 9.16
40-44	\$ 8.29	\$ 12.40	\$ 8.29	\$ 12.40
45-49	\$ 11.16	\$ 16.90	\$ 11.16	\$ 16.90
50-54	\$ 14.02	\$ 21.40	\$ 14.02	\$ 21.40
55-59	\$ 16.25	\$ 24.76	\$ 16.25	\$ 24.76
60-64	\$ 18.47	\$ 28.12	\$ 18.47	\$ 28.12
65-69	\$ 18.47	\$ 28.12	\$ 18.47	\$ 28.12
70-74	\$ 18.47	\$ 28.12	\$ 18.47	\$ 28.12

Initial Monthly Rates for First Diagnosis Building Benefit Rider				
Issue Age Band	Tobacco			
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family
17-24	\$ 2.97	\$ 4.30	\$ 2.97	\$ 4.30
25-29	\$ 4.72	\$ 6.89	\$ 4.72	\$ 6.89
30-34	\$ 6.47	\$ 9.49	\$ 6.47	\$ 9.49
35-39	\$ 9.87	\$ 14.66	\$ 9.87	\$ 14.66
40-44	\$ 13.26	\$ 19.84	\$ 13.26	\$ 19.84
45-49	\$ 17.85	\$ 27.04	\$ 17.85	\$ 27.04
50-54	\$ 22.44	\$ 34.24	\$ 22.44	\$ 34.24
55-59	\$ 26.00	\$ 39.62	\$ 26.00	\$ 39.62
60-64	\$ 29.56	\$ 44.99	\$ 29.56	\$ 44.99
65-69	\$ 29.56	\$ 44.99	\$ 29.56	\$ 44.99
70-74	\$ 29.56	\$ 44.99	\$ 29.56	\$ 44.99

**Initial Monthly Rates for Infectious Diseases Rider**

Initial Monthly Rates for Infectious Diseases Rider				
Age Band				
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family
17-74	\$ 0.29	\$ 0.43	\$ 0.29	\$ 0.43

**Initial Monthly Rates for Progressive Diseases Rider**

Initial Monthly Rates for Progressive Diseases Rider				
Age Band				
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family
17-74	\$ 0.05	\$ 0.08	\$ 0.05	\$ 0.08

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

**Additional Services:** This policy may include enrollment, risk management, financial protection and other support services related to the policyholder's benefit program.

**Rate Guarantee Period:** A change in the premium rate table(s) will not take effect before one year after the policy effective date. Premium rates shall be guaranteed for the first contract year. We will not change the premium rates more than once in any six-month period based on at least 12 months experience. Any rate adjustment shall be preceded by a written 45-day notice.

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

Rutherford Co Shls 9 Mo Fbp	Forest City, NC
Rutherford Co Schools 12 Mo	Forest City, 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

This policy may be changed in whole or in part. Riders, endorsements and amendments add provisions to or change the terms of this 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 this policy;
- to whom benefits are payable;
- the limitations, exclusions and requirements that apply to coverage under this 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 will govern.

### Contestability

During the first two years from the policy effective date, if any intentional or unintentional misstatements are made by the policyholder in the application to obtain this policy, we can, at our sole discretion:

- void the policy;
- deny a claim for loss; and/or
- use the facts to decide whether the covered person has coverage, in what amounts, and make applicable premium adjustments.

In the event of fraud, within the first two (2) years, we can void the policy, deny a claim for loss, and/or take legal action as permitted by applicable law.

### Conformity with State Statutes

Any terms and provisions of this policy that are in conflict with the applicable laws of the state in which the named insured resides when the named insured 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 45 days in advance.

A change in the initial monthly rates 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:

- 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, a change in any existing law or regulatory process is enacted that substantially impacts this policy, the benefits payable or the risk insured.

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 Hires**

Members of an eligible class, as described on the Policy Rate Schedule, will become insured when they satisfy the requirements defined in the certificate.

### **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; or
- the date the individual meets evidence of insurability requirements, if any.

A **late entrant** is an individual who fails to enroll during the initial product offering, the new hire eligibility period or has voluntarily cancelled previous coverage and is reapplying. A late entrant may only apply during an open enrollment period with evidence of insurability. 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 this 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;
- 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 they wish to make a change;
- complete any required enrollment form; and
- pay any additional premium, if applicable.

### **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 amounts of coverage change;
- whose status changes and any other information that may be required to manage a claim; and/or
- whose coverage terminates pursuant to the "Termination of Insurance" provision in the certificate.

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**

Clerical error or omission by us will not:

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

## SECTION 5 - PREMIUM PAYMENTS

### Premium Payments

The initial premium for each type of coverage under this policy is based on the initial monthly rates 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 in United States dollars, to our home office, when they are due.

The premium due dates are based on:

- the coverage effective dates shown on the Certificate Schedule; 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 this 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 policy will remain in force, unless we receive written notice from the policyholder to cancel this policy. The policyholder is liable for premium due during the grace period and must pay us all premium due for the full period this policy is 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 (How to Put This Policy Back in Force)

If the premium is not paid by the end of the grace period, this policy will no longer be in force. However, the policy may be put back in force. This is called **reinstatement**. 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.

We will pay benefits for covered accidents sustained after the reinstatement date. We will pay benefits for covered sicknesses 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.

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

## SECTION 6 - TERMINATION

### Termination of This Contract

This policy can be terminated:

- by the policyholder; or
- by us.

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 and the policyholder both agree. Coverage will end at 12:00 midnight Standard Time at the policyholder's address on the cancellation date.

We may cancel or modify this policy if:

- our participation requirements are not met, as applicable;
- the policyholder does not promptly provide us with information that is reasonably required;
- the policyholder fails to perform any of its obligations that relate to this policy;
- the premium is not paid in accordance with the provisions of this policy that specify whether the policyholder or the named insured pays the premiums;
- the policyholder does not promptly report to us the required information about any named insureds who are added or removed from an eligible group;
- we determine that there is a significant change in the policyholder or named insureds as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization that impacts the size, occupation, or age of any eligible groups;
- we provide the policyholder with 45 days written notice at any time after any rate guarantee period for any reason; or
- any change occurs in federal or state law, regulation, or regulatory process that substantially impacts this policy, the benefits payable, or the risk insured.

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

If this 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

**GROUP CRITICAL ILLNESS AND CANCER SPECIFIED DISEASE INSURANCE CERTIFICATE. THIS CERTIFICATE EXPLAINS THE BENEFITS PROVIDED UNDER THE GROUP CRITICAL ILLNESS AND CANCER SPECIFIED DISEASE INSURANCE POLICY. THIS IS A NON-PARTICIPATING CERTIFICATE THAT PROVIDES LIMITED BENEFITS. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

**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. This certificate describes your benefits in detail. This certificate contains certain proof of loss requirements, limitations, exclusions, and other provisions that may reduce benefits or prevent an insured from receiving benefits under this certificate. 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. 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. Premium rates shall be guaranteed for the first contract year. We will not change the premium rates more than once in any six-month period based on at least 12 months experience. Any rate adjustment shall be preceded by a written 45-day notice. 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. Any provision of this certificate of coverage that is in conflict with the applicable state laws of the state in which you reside when you become insured is amended to conform to the minimum requirements of those laws. **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 **Critical Illness and Cancer** 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. **NO RECOVERY FOR PRE-EXISTING DIAGNOSED CANCER-READ CAREFULLY.** 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**

**SECTION 5 - DEFINITIONS FOR CRITICAL ILLNESS BENEFIT**

**SECTION 6 - DEFINITIONS FOR ADDITIONAL CRITICAL ILLNESS BENEFIT FOR DEPENDENT CHILDREN**

**SECTION 7 - DEFINITIONS FOR CANCER BENEFITS**

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## COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

### SECTION 3 - CERTIFICATE SCHEDULE

Policyholder:	Rutherford Co Schools 12 Mo	Certificate Number:	1234567890
Named Insured:	John Doe	Billing Control Number:	E3288479
Coverage Effective Date:	January 1, 2021	Premium Class:	Tobacco
Pre-existing Condition Limitation Period:	12 months		
Coverage Type:	Two-Parent Family		

### **BENEFIT AMOUNT**

Face Amount for Named Insured	\$5,000 - \$50,000 in \$1,000 increments
Face Amount for Spouse	\$2,500 - \$25,000 in \$500 increments
Face Amount for Dependent Children	\$2,500 - \$25,000 in \$500 increments

### **BENEFIT FOR CRITICAL ILLNESS**

#### **COVERED CONDITIONS:**

#### **Percentage of Applicable Face Amount**

Benign Brain Tumor	100%
Coma	100%
Coronary Artery Disease	25%
End Stage Renal (Kidney) Failure	100%
Heart Attack (Myocardial Infarction)	100%
Loss of Hearing	100%
Loss of Sight	100%
Loss of Speech	100%
Major Organ Failure Requiring Transplant	100%
Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D	100%
Permanent Paralysis due to a Covered Accident	100%
Stroke	100%
Sudden Cardiac Arrest	100%

**Benefit Payable Upon Subsequent Diagnosis of a Critical Illness** at 100% of the Face Amount for a *different* critical illness and 25% of the Face Amount for the *same* critical illness when benefit conditions are met as described in this certificate.

### **BENEFIT FOR ADDITIONAL CRITICAL ILLNESS FOR DEPENDENT CHILDREN**

#### **COVERED CONDITIONS:**

#### **Percentage of Applicable Face Amount**

Cerebral Palsy	100%
Cleft Lip or Palate	100%
Cystic Fibrosis	100%
Down Syndrome	100%
Spina Bifida	100%

**Maximum Benefit Amount for Additional Critical Illness for Dependent Children:** 100% of the Face Amount per covered dependent child per lifetime.

## **BENEFITS FOR CANCER**

**DIAGNOSIS OF CANCER BENEFITS:**

	<b>Percentage of Applicable Face Amount</b>
Invasive Cancer (Including all Breast Cancer)	100%
Non-Invasive Cancer	25%

**Maximum Benefit Amount for Non-Invasive Cancer: 25% of the Face Amount per covered person per lifetime.**

**Benefit Payable Upon Reoccurrence of Invasive Cancer (Including all Breast Cancer)** at 25% of the initial benefit amount for Invasive Cancer (Including all Breast Cancer) when benefit conditions are met as described in this certificate.

<b>Skin Cancer Initial Diagnosis</b>	\$400 per lifetime
Maximum of one per covered person per lifetime	

**WELLBEING ASSISTANCE BENEFIT**

<b>Wellbeing Assistance Benefit</b>	\$100 per day
Maximum of one day per covered person per calendar year. Subject to the waiting period.	



## 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.

**Child or Dependent Child(ren)** means any child from live birth who is under age 26 who is:

- your own natural offspring;
- your spouse's child;
- your lawfully adopted child or foster children as of the earliest of (i) the date the child is placed in your home or in a medical facility, (ii) the date a petition is filed for you to adopt the child, or (iii) the date an adoption agreement signed by you includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction; or
- any other child for whom you are ordered by a court or administrative order to provide coverage regardless of whether you are the custodial or noncustodial parent. Those children must be unmarried and younger than age 26.

Coverage for your child may be continued past age 26 if your child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance. You must submit proof of the child's incapacity and dependency to us within 31 days of the child's 26th birthday. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year following the termination date. We will continue to charge any appropriate premium for that child as long as they meet 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.

Your dependent children may not be insured as both a child and a named insured.

Your dependent children may not be insured by more than one named insured.

**Complications of Pregnancy** means that part of your pregnancy during which abnormal conditions or concurrent disease significantly affect the pregnancy's usual medical management. A complication may exist during the pregnancy, during the delivery, or after the delivery. A non-elective caesarean section is considered a complication of pregnancy.

**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.

**Covered Condition** means any sickness, diagnosis, or loss shown on the Certificate Schedule which:

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

**Covered Person** means any person covered under this certificate as described on the Certificate Schedule.

**Date of Diagnosis** means the date a physician confirms or a test proves that a covered condition exists. Date of diagnosis requirements vary by covered conditions.

**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 the physician's 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.

**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.

**Spouse** means the person who is your partner through lawful marriage, civil union, domestic partnership or your legally separated spouse.

**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 CRITICAL ILLNESS BENEFIT

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

**Benign Brain Tumor** means a non-cancerous brain tumor resulting in neurological deficits including but not limited to loss of sight, loss of hearing, or balance disruption.

For purposes of this certificate, the following do not meet the definition of benign brain tumor:

- tumors of the skull;
- pituitary adenomas; and
- germinomas.

**Benign Brain Tumor Date of Diagnosis** is the date of the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

**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 requiring intubation for respiratory assistance as the result of a severe traumatic brain injury lasting for a period of 7 or more consecutive days, characterized by the absence of:

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

For purposes of this certificate, the following do not meet the definition of coma:

- coma due to stroke; and
- any medically induced coma.

**Coma Date of Diagnosis** is the date a doctor confirms a coma.

**Coronary Artery Disease** means a narrowing or blockage of one or more coronary arteries resulting from plaque buildup.

**Coronary Artery Disease Date of Diagnosis** is the date a cardiologist recommends a covered person undergo a surgical procedure of either a coronary artery bypass graft or valve replacement within 60 days following the date of recommendation.

**Covered 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 and which:

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

**Covered Sickness** means an illness, infection, disease, or any other abnormal physical condition that is not the result of an injury, which:

- occurs on or after the coverage effective date;

- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

Complications of pregnancy or childbirth will be treated as any other covered sickness.

**Critical Illness** means one of the covered conditions listed in the Benefit for Critical Illness section of the Certificate Schedule.

**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.

**End Stage Renal (Kidney) Failure Date of Diagnosis** means the date that a physician recommends regular hemodialysis or peritoneal dialysis to sustain life; the covered person has a kidney transplant performed; or the covered person is placed on the UNOS (United Network for Organ Sharing) list for a kidney transplant.

**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.

The following are not to be construed as a heart attack (myocardial infarction) for purposes of this certificate:

- an established (old) heart attack;
- angina;
- atherosclerotic heart disease;
- cardiac arrest (including arrhythmias);
- congestive heart failure;
- coronary artery disease; and
- any other disease, injury, or dysfunction of the cardiovascular system.

**Heart Attack (Myocardial Infarction) Date of Diagnosis** is the date the ischemic death of a portion of the heart muscle (myocardium) occurred based on the criteria listed under the heart attack (myocardial infarction) definition.

**Injury** means any damage or harm to the body that is the direct result of a covered accident and not related to any other cause.

**Loss of Hearing** means total and irrecoverable loss of hearing in both ears that follows a period where the covered person had the ability to hear.

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

- congenital birth defects;
- developmental delays; and
- any loss of hearing that can be corrected by any procedure, aid or device.

**Loss of Hearing Date of Diagnosis** means the date a physician confirms loss of hearing in both ears.

**Loss of Sight** means permanent reduction in sight certified by a physician that follows a period where the covered person was not legally blind such that:

- sight in the better eye reduced to a best corrected visual acuity of 20/200 or less (Snellen or E-Chart Acuity); or
- visual field remaining is less than 20° in the better eye.

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

- congenital birth defects;

- developmental delays; and
- any loss of sight that can be corrected by any procedure, aid or device.

**Loss of Sight Date of Diagnosis** is the date a physician confirms the irreversible reduction of sight.

**Loss of Speech** means total and irrecoverable loss of speech that follows a period where the covered person had the ability to speak.

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

- congenital birth defects;
- developmental delays; and
- any loss of speech that can be corrected by any procedure, aid or device.

**Loss of Speech Date of Diagnosis** is the date a physician confirms loss of speech.

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

**Major Organ Failure Requiring Transplant Date of Diagnosis** is the date that the covered person is placed on the UNOS list for transplantation.

**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 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.

**Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D Date of Diagnosis** is 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.

**Permanent Paralysis Due to a Covered Accident** means the complete and permanent loss of the use of two or more limbs due to a new paralysis as the result of a covered accident as defined in this certificate.

For purposes of this certificate losing the use of two or more limbs as the result of a stroke will not be construed as permanent paralysis due to a covered accident.

**Permanent Paralysis Due to a Covered Accident Date of Diagnosis** The date a physician diagnoses the paralysis or severed spinal cord.

**Stroke** means the sudden death of brain cells due to lack of oxygen, caused by blockage of blood flow or rupture of an artery to the brain.

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.

If a stroke results in death, an autopsy confirmation verifying stroke as the cause of death will be accepted.

**Stroke Date of Diagnosis** is the date a stroke occurs, and the diagnosis must be supported by:

- evidence of persistent neurological deficits confirmed by a neurologist at least 30 days after the stroke including but not limited to impaired motor function, altered sensation, vision loss, difficulty swallowing, or cognitive impairment; and
- confirmatory neuroimaging studies consistent with the diagnosis of a new stroke.

**Sudden Cardiac Arrest** means the sudden, unexpected loss of heart function in which the heart, abruptly and without warning, stops working as a result of an internal electrical system heart malfunction due to Coronary Artery Disease, Cardiomyopathy, or Hypertension. Sudden Cardiac Arrest does not mean a Heart Attack (Myocardial Infarction).

**Sudden Cardiac Arrest Date of Diagnosis** is the date the pumping action of the heart fails based on the sudden cardiac arrest definition.

## SECTION 6 - DEFINITIONS FOR ADDITIONAL CRITICAL ILLNESS BENEFIT FOR DEPENDENT CHILDREN

**Cerebral Palsy** means a group of non-progressive disorders of movement and posture attributed to abnormal development of, or damage to motor control centers of the brain while a child's brain is still developing before, during, and immediately after birth. The motor disorders of cerebral palsy are often accompanied by disturbances of sensation, cognition, communication, perception, and behavior, as well as seizures and secondary musculoskeletal problems.

**Cerebral Palsy Date of Diagnosis** is the date a physician makes or confirms an initial diagnosis of cerebral palsy after live birth.

**Cleft Lip** means a narrow opening or gap in the skin of the upper lip that extends all the way to the base of the nose, including unilateral clefting and bilateral clefting.

**Cleft Lip Date of Diagnosis** is the date a physician makes or confirms an initial diagnosis of a cleft lip after live birth.

**Cleft Palate** means an opening between the roof of the mouth and the nasal cavity.

**Cleft Palate Date of Diagnosis** is the date a physician makes or confirms an initial diagnosis of a cleft palate after live birth.

**Cystic Fibrosis** means a hereditary disorder affecting the exocrine glands. It causes the production of abnormally thick mucus, leading to the blockage of the pancreatic ducts, intestines, and bronchi and often resulting in respiratory infection.

**Cystic Fibrosis Date of Diagnosis** is the date the condition is first diagnosed by a physician and supported by a sweat test with sweat chloride concentrations greater than 60 mmol/L.

**Down Syndrome** means a congenital disorder arising from a chromosome defect involving chromosome 21, causing intellectual impairment, physical abnormalities and developmental delays.

Down Syndrome includes:

- Trisomy 21- an individual has three instead of two chromosome 21's.
- Translocation - an extra part of chromosome 21 is attached to another chromosome.
- Mosaicism - the individual has an extra chromosome 21 in only some of the cells but not all of them. The other cells have the usual pair of chromosome 21's.

**Down Syndrome Date of Diagnosis** is the date a physician makes or confirms an initial diagnosis of Down syndrome through the study of the 21<sup>st</sup> chromosome after live birth.

**Spina Bifida** means a congenital defect of the spine in which part of the spinal cord and its meninges are exposed through a gap in the backbone. Spina bifida includes meningocele or myelomeningocele.

For purposes of this certificate, spina bifida occulta does not meet the definition for spina bifida.

**Spina Bifida Date of Diagnosis** means the date a physician makes or confirms an initial diagnosis of spina bifida, meningocele or myelomeningocele after live birth.

## SECTION 7 - DEFINITIONS FOR CANCER BENEFITS

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

**Complete Remission** means having no symptoms and no signs that can be identified to indicate the presence of invasive or non-invasive cancer.

**Hospital** means a place that:

- is an institution licensed as a hospital and operating pursuant to law on a full-time basis;
- provides overnight care of injured and sick people;
- is supervised by a doctor; and
- has full-time nurses supervised by a registered nurse.

Hospital will include a duly licensed State tax-supported institution on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider.

Notwithstanding the above, a hospital is not:

- a nursing home;
- an extended care facility;
- a skilled nursing facility;
- a rest home or home for the aged;
- a standalone rehabilitation center;
- a place for alcoholics or drug addicts; or
- an assisted living facility.

**Initial Benefit Amount** refers to the amount a covered person receives for the initial diagnosis of cancer as shown on the Certificate Schedule.

**Invasive Cancer (Including all Breast Cancer)** means a disease that is identified by the presence of malignant cells or a malignant tumor characterized by the uncontrolled and abnormal growth and spread of invasive malignant cells.

Any cancer of the breast is considered invasive cancer including breast cancer which is classified as stage 0 or in situ.

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

- pre-malignant conditions or conditions with malignant potential;
- cancer that has not become invasive, typically classified as stage 0 or in situ;
- cancer on the surface of the body (skin) that may be: melanomas that are in situ or stage 1, which require only local treatment and affect only the melanoma and area close to it;
- basal cell carcinoma; or
- squamous cell carcinoma of the skin.

**Invasive Cancer (Including all Breast Cancer) Date of Diagnosis** means the date the tissue specimen, blood samples or titer(s) are taken upon which a covered person receives diagnosis of invasive or non-invasive cancer.

If a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening, we will accept a clinical diagnosis.

If invasive cancer is not pathologically or clinically diagnosed until after you die, we will only pay benefits for invasive cancer diagnosed during the 45-day period before your death. In addition to the required pathological or clinical diagnosis, we may require additional information from the attending physician and hospital.

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

**Non-Invasive Cancer** means a malignant tumor which is typically classified as stage 0 or in situ, that has not yet become invasive but is confined to the site of origin without having invaded neighboring tissue.

For purposes of this certificate, the following do not meet the definition of non-invasive cancer:

- pre-malignant conditions or conditions with malignant potential;
- any stage 0 or in situ cancer of the breast; and
- cancer on the surface of the body (skin) that may be:
  - melanomas that are in situ or stage 1, which require only local treatment and affect only the melanoma and area close to it;
  - basal cell carcinoma; or
  - squamous cell carcinoma of the skin.

**Non-Invasive Cancer Date of Diagnosis** means the date the tissue specimen, blood samples or titer(s) are taken upon which a covered person receives a diagnosis of invasive or non-invasive cancer.

If a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening, we will accept a clinical diagnosis.

If invasive cancer is not pathologically or clinically diagnosed until after you die, we will only pay benefits for invasive cancer diagnosed during the 45-day period before your death.

In addition to the required pathological or clinical diagnosis, we may require additional information from the attending physician and hospital.

**Pathologist** means a doctor who is licensed to practice medicine and who is also licensed to practice pathologic anatomy by the American Board of Pathology. A pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

**Skin Cancer** means cancer on the surface of the body (skin) that may be:

- melanomas that are in situ or stage 1, which require only local treatment and affect only the melanoma and area close to it;
- basal cell carcinoma; or
- squamous cell carcinoma of the skin.

**Skin Cancer Date of Diagnosis** means the date the tissue specimen is taken on which the diagnosis of skin cancer is based.

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

**Treatment-Free from Cancer** refers to the period of time without the consultation, care, or services provided by a physician. This includes receiving diagnostic measures and taking prescribed drugs and medicines including maintenance drug therapy.

## SECTION 8 - 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 for purposes of all dates under this certificate of coverage.

### 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; or
- the date the individual meets evidence of insurability requirements, if any.

A **late entrant** is an individual who fails to enroll during the initial product offering, the new hire eligibility period or has voluntarily cancelled previous coverage and is reapplying. A late entrant may enroll no later than 90 days after the first day of employment during an open enrollment period with evidence of insurability. 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 this 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 they wish 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 under other coverage.

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.

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 9 - BENEFIT FOR CRITICAL ILLNESS**

### **Critical Illness Benefit**

We will pay this benefit if a covered person is diagnosed with a critical illness, as defined in this certificate, and:

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

We will not pay the Critical Illness Benefit for any critical illness diagnosed during the 12 months following the coverage effective date if the critical illness is a pre-existing condition.

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



We will not pay the benefit for Benign Brain Tumor if any covered person is diagnosed prior to the coverage effective date with any of the following conditions:

- neurofibromatosis I;
- neurofibromatosis II;
- von Hippel-Lindau;
- tuberous sclerosis;
- Li-Fraumani syndrome;
- cowden disease; and
- turcotte syndrome.

We will not pay the benefit for Sudden Cardiac Arrest if the sudden cardiac arrest is caused by or contributed to by a Heart Attack (Myocardial Infarction).

If a covered person is on the UNOS list for a combined transplant (example: heart and lung) as listed in the definition of major organ failure requiring transplant, a single benefit will be paid.

We will pay the benefit for Coronary Artery Disease, Loss of Hearing, Loss of Sight, Loss of Speech or Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D only once per covered person per lifetime.

If the date of diagnosis of two or more critical illness covered conditions is on the same day, we will pay only one critical illness benefit. We will pay the larger of the two critical illness benefits.

**The Critical Illness Benefit is not payable for conditions other than the critical illness covered conditions defined in this certificate.**

#### **Benefit Payable Upon Subsequent Diagnosis of a Critical Illness**

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

- the date of diagnosis of the subsequent critical illness is more than 180 days after any previous date of diagnosis for a critical illness;
- the subsequent date of diagnosis is while coverage under this certificate is in force; and
- the critical illness 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 critical illness and is subsequently diagnosed with the *same* critical illness (other than Coronary Artery Disease and Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D), we will pay an amount equal to 25% of the face amount shown for the covered person as shown on the Certificate Schedule, if:

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

## **SECTION 10 - ADDITIONAL CRITICAL ILLNESS BENEFIT FOR DEPENDENT CHILDREN**

#### **Additional Critical Illness Benefit for Dependent Children**

We will pay this benefit if a covered dependent child is initially diagnosed with a critical illness, as defined in this certificate, and:

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

We will not pay the Additional Critical Illness Benefit for Dependent Children for any critical illness diagnosed during the 12 months following the coverage effective date if the critical illness is a pre-existing condition.

We will pay up to the maximum benefit amount shown on the Certificate Schedule per covered dependent child.

The Additional Critical Illness Benefit for Dependent Children is not payable for conditions other than the critical illness covered conditions defined in this certificate.

A Benefit Payable Upon Subsequent Diagnosis of a Critical Illness does not apply to the diagnosis of an Additional Critical Illness Benefit for Dependent Children.

## **SECTION 11 - CANCER BENEFITS**

### **Invasive Cancer (Including all Breast Cancer) Benefit**

We will pay this benefit when you are diagnosed as having invasive cancer if:

- the date of diagnosis is while this certificate is in force;
- the invasive cancer is diagnosed during the 12 months following the coverage effective date and is not a pre-existing condition; and
- the invasive cancer 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 diagnosed cancer.

We will not pay the Invasive Cancer (Including all Breast Cancer) Benefit for any invasive cancer diagnosed during the 12 months following the coverage effective date if the invasive cancer is a pre-existing condition.

Invasive Cancer (Including all Breast Cancer) must be diagnosed in one of two ways:

#### **1. Pathological Diagnosis**

A *pathological diagnosis* of invasive cancer made by a pathologist is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of malignancy diagnosis must be in accordance with the standards established by the American Board of Pathology. A pathological diagnosis of invasive cancer can be made before or after death.

#### **2. Clinical Diagnosis**

A *clinical diagnosis* of invasive cancer is based on the study of symptoms. We will pay benefits for a clinical diagnosis only if:

- a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening;
- there is medical evidence to support the diagnosis; and
- a doctor is treating the covered person for invasive cancer.

In addition to the pathological or clinical diagnosis required, we may require additional information from the doctor and hospital.

If a covered person has been diagnosed with and received a benefit for non-invasive cancer and is subsequently diagnosed with invasive cancer, we will pay the Invasive Cancer (Including all Breast Cancer) Benefit for the covered person as shown on the Certificate Schedule, up to the Maximum Benefit Amount for the Invasive Cancer (Including all Breast Cancer) Benefit and subject to the provisions of this certificate, if the date of diagnosis of the invasive cancer is more than 180 days after the date of diagnosis for the non-invasive cancer.

If the diagnosis of two or more invasive or non-invasive cancers is on the same day, we will pay only one cancer benefit. We will pay the larger of the two cancer benefits.

### **Non-Invasive Cancer Benefit**

We will pay this benefit when you are diagnosed as having non-invasive cancer, if:

- the date of diagnosis is while this certificate is in force;
- the non-invasive cancer is diagnosed during the 12 months following the coverage effective date and is not a pre-existing condition; and
- the non-invasive cancer 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 diagnosed non-invasive cancer.

We will not pay the Non-Invasive Cancer Benefit for any non-invasive cancer diagnosed during the 12 months following the coverage effective date if the non-invasive cancer is a pre-existing condition.

Non-Invasive Cancer must be diagnosed in one of two ways:

#### **1. Pathological Diagnosis**

A *pathological diagnosis* of non-invasive cancer made by a pathologist is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of malignancy diagnosis must be in accordance with the standards

established by the American Board of Pathology. A pathological diagnosis of non-invasive cancer can be made before or after death.

## **2. Clinical Diagnosis**

A *clinical diagnosis* of non-invasive cancer is based on the study of symptoms. We will pay benefits for a clinical diagnosis only if:

- a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening;
- there is medical evidence to support the diagnosis; and
- a doctor is treating the covered person for non-invasive cancer.

In addition to the pathological or clinical diagnosis required, we may require additional information from the doctor and hospital.

If a covered person has been diagnosed with and received a benefit for invasive cancer and is subsequently diagnosed with non-invasive cancer, we will pay the Non-Invasive Cancer Benefit for the covered person as shown on the Certificate Schedule, up to the Maximum Benefit Amount for the Non-Invasive Cancer Benefit and subject to the provisions of this certificate, if the date of diagnosis of the non-invasive cancer is more than 180 days after the date of diagnosis for the invasive cancer.

If the diagnosis of two or more invasive or non-invasive cancers is on the same day, we will pay only one cancer benefit. We will pay the larger of the two cancer benefits.

### **Benefit Payable Upon Reoccurrence of Invasive Cancer (Including all Breast Cancer)**

If a covered person has been diagnosed with and received a benefit for Invasive Cancer (Including all Breast Cancer) and is diagnosed with a reoccurrence of invasive cancer, we will pay an amount equal to 25 percent of the initial benefit amount for the invasive cancer diagnosed if:

- the invasive cancer is not caused or contributed to by a critical illness for which benefits have been paid;
- the covered person is treatment-free from invasive cancer for at least 12 months before the date of reoccurrence diagnosis;
- the covered person is in complete remission prior to the date of a reoccurrence diagnosis as evidenced by the absence of all clinical, radiological, biological, and biochemical proof of the presence of invasive cancer;
- the date of diagnosis is while coverage under this certificate is in force; and
- the invasive cancer is not excluded by name or specific description in this certificate.

The Benefit Payable Upon Reoccurrence of Invasive Cancer (Including all Breast Cancer) is not payable for non-invasive or skin cancer.

### **Skin Cancer Initial Diagnosis Benefit**

We will pay the amount shown on the Certificate Schedule if any covered person is diagnosed with skin cancer if:

- the date of diagnosis is while this certificate is in force;
- the skin cancer is diagnosed during the 12 months following the coverage effective date and is not a pre-existing condition; and
- the skin cancer is not excluded by name or specific description in this certificate.

We will accept a clinical diagnosis if a pathological diagnosis cannot be made.

This benefit is limited to one payment per covered person per lifetime.

### **Unrelated Cancer Diagnosis**

Benefits will be provided for an unrelated cancer diagnosed after the effective date of this certificate.

## **SECTION 12 - WELLBEING ASSISTANCE BENEFIT**

We will pay the amount shown on the Certificate Schedule to help with monetary expenditures such as transportation, missed work, and other incidentals, as a result of having one of the routine, preventative tests covered by this certificate. The test must be performed after the waiting period while this certificate is in force. **Waiting Period** means the first 30 days following each covered person's coverage effective date during which benefits are not payable.

The covered tests include:

- Blood test for triglycerides
- Bone marrow testing
- BRCA1 or BRCA2 testing
- Breast ultrasound
- Carotid Doppler
- CA 15-3
- CA 125
- CEA

- Chest x-ray
- Colonoscopy
- Electrocardiogram (EKG, ECG)
- Echocardiogram (ECHO)
- Fasting blood glucose
- Flexible sigmoidoscopy
- Hemoccult stool analysis
- Mammography
- Pap smear
- PSA
- Serum protein electrophoresis
- Serum cholesterol test for HDL and LDL
- Skin cancer biopsy
- Stress test on a bicycle or treadmill
- Thermography
- ThinPrep pap test
- Virtual colonoscopy

We will pay a maximum of one day per covered person per calendar year.

## **SECTION 13 - EXCLUSIONS AND LIMITATIONS FOR CRITICAL ILLNESS**

We will not pay benefits for a critical illness 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 a 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 or voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the covered person's physician.

### **Suicide**

Committing or trying to commit suicide or injuring oneself intentionally, whether 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. Undeclared war does not include acts of terrorism.

### **Pre-Existing Condition Limitation**

We will not pay the Critical Illness Benefit, Benefits Payable Upon Subsequent Diagnosis of a Critical Illness or Additional Critical Illness Benefit for Dependent Children for any covered person when the critical illness 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 critical illness. 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 14 - EXCLUSIONS AND LIMITATIONS FOR CANCER**

We will not pay the Invasive Cancer (Including all Breast Cancer) Benefit, Non-Invasive Cancer Benefit, Benefit Payable Upon Reoccurrence of Invasive Cancer (Including all Breast Cancer) or Skin Cancer Initial Diagnosis Benefit for a covered person's invasive cancer or non-invasive cancer that:

### **Pre-Existing Condition Limitation**

Is a pre-existing condition, unless the covered person has satisfied the pre-existing condition limitation period shown on the Certificate Schedule on the date the covered person is initially diagnosed as having invasive or non-invasive cancer. No Pre-existing Condition Limitation will be applied for dependent children who are born or adopted while you are covered under this policy, and who are continuously covered from the date of birth or adoption. 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.

### **Geographical Limitation**

Is diagnosed or treated outside the territorial limits of the United States, its possessions, or the countries of Canada and Mexico.

## **SECTION 15 - 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;
- your policyholder cancels the policy and does not offer replacement coverage;
- the end of the grace period following the premium due date and we do not receive the required premium for the named insured;
- the date the named insured is no longer in an eligible class;
- 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 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;
- the end of the grace period following the premium due date and we do not receive the required premium for your spouse;
- the date the next premium is due after you ask us to end your spouse's coverage;
- 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 named insured and spouse coverage or two-parent family coverage and you divorce your spouse, or your marriage is annulled 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.

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;
- the end of the grace period following the premium due date and we do not receive the required premium for your dependent children;
- the date the next premium is due after you ask us to end your dependent children's coverage;
- the date you die; or
- the date they no longer meet the definition of dependent children shown in the General Definitions section of this certificate.

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.

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

A named insured may continue 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, you 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 16 - GENERAL PROVISIONS****Coverage Provided by the Policy**

We insure a covered person for loss according to the provisions of the policy.

**Right to Return This Certificate**

If, for any reason, you are not satisfied with this certificate, you can return it to us at our home office within 30 days after you receive it. At that time, you should ask us in writing to cancel it. We will consider this certificate as if it never existed. Any premium paid will be refunded.

**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 any covered person's insurability 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 17 - 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.

If a loss occurs before receiving notification of our decision on any coverage amount subject to evidence of insurability requirements, the coverage amount applicable to the claim will be the coverage amount previously approved and on file with us and your policyholder.

## **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:

- documentation of diagnosis or treatment provided by a physician or medical facility and supported by clinical, radiological, histological, pathological, or laboratory evidence;
- a physician's bill, a hospital bill or other proof of charges; and
- in the case of death, a certified copy of the death certificate, or other lawful evidence providing equivalent information.

## **Authorization for Release of Information**

We may request written authorization from a covered person. This authorization may be required in order for us to obtain the necessary medical and non-medical information needed for proof of loss and continuing proof of loss. Failure to provide us with written authorization may result in the delay of processing your claim. If the covered person does not send proof to us and we are not able to obtain proof of loss that is required, we will be unable to make a claim decision.

## **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 directly to you unless we receive your valid written authorization to pay benefits elsewhere, such as to a hospital or a physician's office. This is called assignment of benefits. We reserve the right to determine if an assignment of benefits is valid and consistent with applicable laws.

You have the right to name a beneficiary. It is important to list the full name of each beneficiary and that all beneficiary designations are kept current and provided to us or the policyholder. If you wish to change the beneficiary designation, you may do so by sending us or the policyholder a completed, dated, and signed beneficiary designation change form. Changes in beneficiary designations will take effect on the date notice of the beneficiary designation is signed by the named insured.

If one is not named, and we still owe you benefits at your death, benefits due will be paid in this order to your:

- spouse;
- children;
- parents;
- 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 for your certificate may be deducted by us from the claim payment.

## **Overpaid Claim**

We have the right to recover any overpayments due to:

- fraud; or
- any error made during the processing of 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. This may include reducing or withholding future payments.

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 or tested by one or more physicians, other medical practitioners, or vocational experts of our choice as often as it is reasonably necessary while this 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;
- 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.

## **SECTION 18 - PORTABILITY**

Portability allows you to continue coverage when coverage under the policyholder's group policy would otherwise end due to an eligible portability event.

Portability is made a part of this certificate and is subject to all of the provisions, limitations and exclusions of this certificate.

Any future changes made in the policyholder's group policy will not apply to coverage a covered person has ported, unless required by law.

### **Eligible Portability Events**

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

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

- the named insured's specified disease insurance terminates under the provision Termination of the Named Insured's Coverage for one of the following reasons:
  - the named insured is no longer in an eligible class; or
  - the named insured's class is no longer included for insurance;
- 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;
- such termination is while the policy is in force; and
- the request is made on a form we furnish or approve for that purpose.



However, you will not be considered eligible to port coverage at the time of an eligible portability event if:

- the policyholder's policy is closed to new enrollments;
- the policyholder's policy is cancelled by us;
- the policyholder cancels the policy and offers replacement coverage; or
- the policyholder's policy is changed to exclude the class of covered persons to which you belong.

### **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.

Once premiums and all forms have been received, portability coverage will be effective on the day after coverage under the policy terminates.

### **Premiums**

You must make all premium contributions for ported coverage. 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 the date you apply to port coverage. We have the right to change the portability premium we charge on any premium due date. Written notice will be given at least 60 days before the change is to take effect.

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.

### **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 certificate will terminate at the end of the grace period.

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 the named insured dies; or
- the date insurance under this Portability provision is cancelled by us for any reason upon 45-day 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;
- 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 or the date of your spouse's death.

In the event your policyholder's policy is terminated, any covered person who has continued their coverage under the Portability provision prior to the policyholder's policy termination date will not be affected.

Once insurance under this portability provision is cancelled, it cannot 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 force and effect.



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

**GROUP CRITICAL ILLNESS AND CANCER SPECIFIED DISEASE 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 GCI6000-P-NC and Certificate Form GCI6000-C-NC)

Pre-Existing Statement: No benefits will be provided during the first 12 months of the certificate for **Critical Illness and Cancer** 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. **NO RECOVERY FOR PRE-EXISTING DIAGNOSED CANCER-READ CAREFULLY.** 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.

**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.

**THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR  
MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM  
ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

**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 wellbeing assistance tests, subject to any exclusions or limitations in your certificate. It does not provide coverage for basic hospital, basic medical-surgical or major medical expenses.

**Please see the certificate for detailed benefit information and actual amounts.**

**BENEFIT FOR CRITICAL ILLNESS - Payable upon diagnosis of a covered condition when benefit provisions are met as described in the certificate.**

**COVERED CONDITIONS:**

Benign Brain Tumor  
Coma  
Coronary Artery Disease  
End Stage Renal (Kidney) Failure  
Heart Attack (Myocardial Infarction)  
Loss of Hearing  
Loss of Sight

Loss of Speech  
Major Organ Failure Requiring Transplant  
Occupational Infectious HIV or Occupational Infectious Hepatitis B, C or D  
Permanent Paralysis due to a Covered Accident  
Stroke  
Sudden Cardiac Arrest

**Benefit Payable Upon Subsequent Diagnosis of a Critical Illness** at 100% of the Face Amount for a *different* critical illness and 25% of the Face Amount for the *same* critical illness when benefit conditions are met as described in the certificate.

#### **BENEFIT FOR ADDITIONAL CRITICAL ILLNESS FOR DEPENDENT CHILDREN**

##### **COVERED CONDITIONS:**

Cerebral Palsy  
Cleft Lip or Palate  
Cystic Fibrosis  
Down Syndrome  
Spina Bifida

**Maximum Benefit Amount for Additional Critical Illness for Dependent Children:** 100% of the Face Amount per covered dependent child per lifetime.

**BENEFITS FOR CANCER** - Payable upon diagnosis of cancer when benefit provisions are met as described in the certificate.

**Unrelated Cancer Diagnosis** - Benefits will be provided for an unrelated cancer diagnosed after the effective date of this benefit.

##### **DIAGNOSIS OF CANCER BENEFITS:**

Invasive Cancer (Including all Breast Cancer)  
Non-Invasive Cancer

**Maximum Benefit Amount for Non-Invasive Cancer:** 25% of the Face Amount per covered person per lifetime.

**Benefit Payable Upon Reoccurrence of Invasive Cancer (Including all Breast Cancer)** at 25% of the initial benefit amount for Invasive Cancer (Including all Breast Cancer) when benefit conditions are met as described in the certificate.

**Skin Cancer Initial Diagnosis**

**Benefit subject to lifetime maximum**

**Unrelated Cancer Diagnosis**

**Benefits will be provided for an unrelated cancer diagnosed after the effective date of this certificate.**

#### **WELLBEING ASSISTANCE BENEFIT**

**Wellbeing Assistance**

**Benefit subject to waiting period and limitation on number of payments per calendar year.**

#### **EXCLUSIONS AND LIMITATIONS FOR CRITICAL ILLNESS**

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

- Addiction to alcohol or drugs, except for drugs taken as prescribed by a doctor.
- Committing or attempting to commit a felony or engaging in an illegal occupation.
- Being intoxicated or under the influence of any narcotic or voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the person's physician.
- Committing or trying to commit suicide or injuring oneself intentionally, whether 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. Undeclared war does not include acts of terrorism.

**Pre-Existing Condition Limitation**

We will not pay the Critical Illness Benefit, Benefits Payable Upon Subsequent Diagnosis of a Critical Illness or Additional Critical Illness Benefit for Dependent Children for any covered person when the critical illness 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 critical illness. 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.

**EXCLUSIONS AND LIMITATIONS FOR CANCER**

We will not pay the Invasive Cancer (Including all Breast Cancer) Benefit, Non-Invasive Cancer Benefit, Benefit Payable Upon Reoccurrence of Invasive Cancer (Including all Breast Cancer) or Skin Cancer Initial Diagnosis Benefit for a covered person's invasive cancer or non-invasive cancer that:

**Pre-Existing Condition Limitation**

Is a pre-existing condition, unless the covered person has satisfied the pre-existing condition limitation period shown on the Certificate Schedule on the date the covered person is initially diagnosed as having invasive or non-invasive cancer. No Pre-existing Condition Limitation will be applied for dependent children who are born or adopted while you are covered under the policy, and who are continuously covered from the date of birth or adoption. 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.

**Geographical Limitation**

Is diagnosed or treated outside the territorial limits of the United States, its possessions, or the countries of Canada and Mexico.

**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 General Definitions section of the certificate.



# **COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**

## **FIRST DIAGNOSIS BUILDING BENEFIT RIDER**

### **RIDER SCHEDULE**

Policyholder:	Rutherford Co Schools 12 Mo	Group Policy Number:	G0054572 E3288479
Named Insured:	John Doe	Certificate Number:	1234567890
Coverage Type:	Two-Parent Family	Rider Coverage Effective Date:	01-01-2021
Rider Year:	01/01 - 12/31 of each year this rider is in effect		





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**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 the company.**

**All terms, definitions of terms, conditions, exclusions and limitations stated in the certificate for critical illness and cancer 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 critical illness (other than Coronary Artery Disease) or Invasive Cancer (Including all Breast Cancer), 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 critical illness or Invasive Cancer (Including all Breast Cancer) is not a pre-existing condition; and
- the critical illness or Invasive Cancer (Including all Breast Cancer) is not excluded by name or specific description in the certificate.

We will pay the First Diagnosis Building Benefit amount for the covered person, 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 skin cancer or non-invasive cancer, as defined in the certificate to which the rider is attached, or any critical illness or Invasive Cancer (Including all Breast Cancer) diagnosed during the 12 months following the rider effective date if the critical illness or Invasive Cancer (Including all Breast Cancer) is a pre-existing condition.

Invasive Cancer (Including all Breast Cancer) must be diagnosed in one of two ways:

**1. Pathological Diagnosis**

A *pathological diagnosis* of invasive cancer made by a pathologist is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of malignancy diagnosis must be in accordance with the standards established by the American Board of Pathology. A pathological diagnosis of invasive cancer can be made before or after death.

## 2. Clinical Diagnosis

A *clinical diagnosis* of invasive cancer is based on the study of symptoms. We will pay benefits for a clinical diagnosis only if:

- a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening;
- there is medical evidence to support the diagnosis; and
- a doctor is treating the covered person for invasive cancer.

In addition to the pathological or clinical diagnosis required, we may require additional information from the doctor and hospital.

### **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;
- the end of the grace period following the premium due date and we do not receive the required premium for the named insured;
- the date the named insured is no longer in an eligible class;
- 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 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 the coverage under the certificate terminates to which this rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your spouse;
- the date the next premium is due after you ask us to end your spouse's coverage;
- 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 named insured and spouse coverage or two-parent family coverage and you divorce your spouse, or your marriage is annulled and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which the covered person did not qualify.

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 to which this rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your dependent children;
- the date the next premium is due after you ask us to end your dependent children's coverage;
- the date you die; or
- the date they no longer meet the definition of dependent children shown in the General Definitions section of the certificate.

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.

Coverage for your child may be continued past age 26 if your child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance. You must submit proof of the child's incapacity and dependency to us within 31 days of the child's 26th birthday. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year following the termination date. We will continue to charge any appropriate premium for that child as long as they meet 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.



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**FIRST DIAGNOSIS BUILDING BENEFIT RIDER**

**THE RIDER PROVIDES LIMITED BENEFITS**  
**BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES**

**Outline Of Coverage**  
**(Applicable to Rider Form R-GCI6000-BB-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.**

**Please 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 provisions will control. The policy sets forth in detail the rights and obligations of the policyholder, you and us. The certificate and rider describe 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 RIDER AND CERTIFICATE 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.

**Please see the rider for detailed benefit information and actual benefit amounts.**

**First Diagnosis Building Benefit                      Benefit subject to lifetime maximum**

**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;
- the end of the grace period following the premium due date and we do not receive the required premium for the named insured;
- the date the named insured is no longer in an eligible class;
- 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 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 the coverage terminates under the certificate to which the rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your spouse;
- the date the next premium is due after you ask us to end your spouse's coverage;
- 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 named insured and spouse coverage or two-parent family coverage and you divorce your spouse, or your marriage is annulled and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which the covered person did not qualify.

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 under the certificate to which the rider is attached;
- the end of the grace period following the premium due date and we fail to receive the required premium for your dependent children;

- the date the next premium is due after you ask us to end your dependent children's coverage;
- the date you die; or
- the date they no longer meet the definition of dependent children shown in the General Definitions section of the certificate.

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

# COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

## INFECTIOUS DISEASES RIDER

### RIDER SCHEDULE

Policyholder:	Rutherford Co Schools 12 Mo	Group Policy Number:	G0054572 E3288479
Named Insured:	John Doe	Certificate Number:	1234567890
Coverage Type:	Two-Parent Family	Rider Coverage Effective Date:	01-01-2021

### BENEFIT FOR INFECTIOUS DISEASES

<b>COVERED INFECTIOUS DISEASES:</b>	<b>Percentage of Applicable Face Amount in the Certificate Schedule</b>
Antibiotic resistant bacteria (Including MRSA)	50%
Cerebrospinal Meningitis (Bacterial)	50%
Diphtheria	50%
Encephalitis	50%
Legionnaire's Disease	50%
Lyme Disease	50%
Malaria	50%
Necrotizing Fasciitis	50%
Osteomyelitis	50%
Poliomyelitis	50%
Rabies	50%
Sepsis	50%
Tetanus	50%
Tuberculosis	50%

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**INFECTIOUS DISEASES 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 the company.**

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

**Coverage Provided By This Rider**

We will 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 this rider or the certificate.

**Infectious Diseases Benefit**

We will pay this benefit if any covered person incurs a charge and is diagnosed by a physician with any of the covered infectious diseases on the Rider Schedule if:

- the date of diagnosis is while this rider is in force;
- the covered person is confined to a hospital for seven or more consecutive days for treatment of a covered infectious disease; and
- the infectious disease is not excluded by name or specific description in this rider.

**Infectious Diseases** means a severe infectious or contagious disease diagnosed by a physician that results in a covered person being confined to a hospital.

**Infectious Diseases Date of Diagnosis** is the date a physician confirms diagnosis of an infectious disease.

A **covered infectious disease** means one of the infectious or contagious diseases shown on the Rider Schedule.

We will only pay for infectious diseases specifically listed in this rider.

We will pay this benefit for each covered infectious disease only once per covered person per lifetime.

**EXCLUSIONS AND LIMITATIONS FOR INFECTIOUS DISEASES**

We will not pay benefits for a covered infectious 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 a 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 or voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the covered person's physician.

**Suicide**

Committing or trying to commit suicide or injuring oneself intentionally, whether 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. Undeclared war does not include acts of terrorism.

**Pre-existing Condition Limitation**

We will not pay the Infectious Diseases Benefit for a covered infectious disease that is a pre-existing condition, 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 covered infectious disease. If a covered person is 65 or older when this rider is issued, pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

**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;
- the end of the grace period following the premium due date and we do not receive the required premium for the named insured;
- the date the named insured is no longer in an eligible class;
- 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 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 the coverage terminates under the certificate to which this rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your spouse;
- the date the next premium is due after you ask us to end your spouse's coverage;
- 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 named insured and spouse coverage or two-parent family coverage and you divorce your spouse or your marriage is annulled and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which the covered person did not qualify.

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 terminates under the certificate to which this rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your dependent children;
- the date the next premium is due after you ask us to end your dependent children's coverage;
- the date you die; or
- the date they no longer meet the definition of dependent children shown in the General Definitions section of the certificate.

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.

Coverage for your child may be continued past age 26 if your child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance. You must submit proof of the child's incapacity and dependency to us within 31 days of the child's 26th birthday. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year following the termination date. We will continue to charge any appropriate premium for that child as long as they meet 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.



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**Amendment to R-GCI6000-INF-NC**

The Rider listed above is amended as follows:

**Page 1 Rider Schedule**

Add Coronavirus Disease 2019 (COVID-19) to the list of covered conditions:

**BENEFIT FOR INFECTIOUS DISEASES**

<b>COVERED INFECTIOUS DISEASES:</b>	<b>Percentage of Applicable Face Amount in the Certificate Schedule</b>
Antibiotic resistant bacteria (Including MRSA)	50%
Cerebrospinal Meningitis (Bacterial)	50%
Coronavirus Disease 2019 (COVID-19)	25%
Diphtheria	50%
Encephalitis	50%
Legionnaire's Disease	50%
Lyme Disease	50%
Malaria	50%
Necrotizing Fasciitis	50%
Osteomyelitis	50%
Poliomyelitis	50%
Rabies	50%
Sepsis	50%
Tetanus	50%
Tuberculosis	50%

**Page 2 Infectious Diseases Benefit**

Add Infectious Diseases Benefit is payable for hospital confinement for the treatment of Coronavirus Disease 2019 (COVID-19).

**Infectious Diseases Benefit**

We will pay this benefit if any covered person incurs a charge and is diagnosed by a physician with any of the covered infectious diseases on the Rider Schedule if:

- the date of diagnosis is while this rider is in force;
- the covered person is confined to a hospital for seven or more consecutive days for treatment of all covered infectious diseases, except Coronavirus Disease 2019 (COVID-19);
- the covered person is confined to a hospital for 14 or more consecutive days for the treatment of Coronavirus Disease 2019 (COVID-19); and
- the infectious disease is not excluded by name or specific description in this rider.

**Infectious Diseases** means a severe infectious or contagious disease diagnosed by a physician that results in a covered person being confined to a hospital.

**Infectious Diseases Date of Diagnosis** is the date a physician confirms diagnosis of an infectious disease.

A **covered infectious disease** means one of the infectious or contagious diseases shown on the Rider Schedule.

We will only pay for infectious diseases specifically listed in this rider.

We will pay this benefit for each covered infectious disease only once per covered person per lifetime.

**All other terms and conditions of said rider shall remain unchanged.**



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**INFECTIOUS DISEASES RIDER**

**THE RIDER PROVIDES LIMITED BENEFITS**  
**BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES**

**Outline of Coverage**  
**(Applicable to Rider Form R-GCI6000-INF-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.**

**Please 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 provisions will control. The policy and rider sets forth in detail the rights and obligations of the policyholder, you and us. The certificate and rider describe 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 RIDER AND CERTIFICATE CAREFULLY.**

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

**Please see the rider and certificate for detailed benefit information and the certificate for actual benefit amounts.**

**BENEFIT FOR INFECTIOUS DISEASES - Payable upon diagnosis of a covered infectious disease when benefit provisions are met as described in the rider.**

**COVERED INFECTIOUS DISEASES:**

Antibiotic Resistant Bacteria (Including MRSA)  
Cerebrospinal Meningitis (Bacterial)  
Diphtheria  
Encephalitis  
Legionnaire's Disease  
Lyme Disease  
Malaria  
Necrotizing Fasciitis  
Osteomyelitis  
Poliomyelitis  
Rabies  
Sepsis  
Tetanus  
Tuberculosis

**EXCLUSIONS AND LIMITATIONS FOR INFECTIOUS DISEASES**

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

- Addiction to alcohol or drugs, except for drugs taken as prescribed by a doctor.
- Committing or attempting to commit a felony or engaging in an illegal occupation.
- Being intoxicated or under the influence of any narcotic or voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the person's physician.

- Committing or trying to commit suicide or injuring oneself intentionally, whether 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. Undeclared war does not include acts of terrorism.

### **Pre-existing Condition Limitation**

We will not pay the Infectious Diseases Benefit for a covered infectious disease that is a pre-existing condition, 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 covered infectious disease. If a covered person is 65 or older when this rider is issued, pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

### **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;
- the end of the grace period following the premium due date and we do not receive the required premium for the named insured;
- the date the named insured is no longer in an eligible class;
- 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 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 the coverage terminates under the certificate to which the rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your spouse;
- the date the next premium is due after you ask us to end your spouse's coverage;
- 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 named insured and spouse coverage or two-parent family coverage and you divorce your spouse, or your marriage is annulled and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which the covered person did not qualify.

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 terminates under the certificate to which the rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your dependent children;
- the date the next premium is due after you ask us to end your dependent children's coverage;
- the date you die; or
- the date they no longer meet the definition of dependent children shown in the General Definitions section of the certificate.

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

# COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

## PROGRESSIVE DISEASES RIDER

### RIDER SCHEDULE

Policyholder:	Rutherford Co Schools 12 Mo	Group Policy Number:	G0054572 E3288479
Named Insured:	John Doe	Certificate Number:	1234567890
Coverage Type:	Two-Parent Family	Rider Coverage Effective Date:	01-01-2021
Elimination Period:	90 days		

### BENEFIT FOR PROGRESSIVE DISEASES

#### COVERED PROGRESSIVE DISEASES:

#### Percentage of Applicable Face Amount in the Certificate Schedule

Amyotrophic Lateral Sclerosis (ALS)	25%
Dementia (Including Alzheimer's Disease)	25%
Huntington's Disease	25%
Lupus	25%
Multiple Sclerosis (MS)	25%
Muscular Dystrophy	25%
Myasthenia Gravis	25%
Parkinson's Disease	25%
Systemic Sclerosis (Scleroderma)	25%

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**PROGRESSIVE DISEASES RIDER**

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**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 the company.**

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

**Coverage Provided By This Rider**

We will 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 this rider or the certificate.

**Definitions**

**Activities of Daily Living (ADLs)** means the following activities:

- **Bathing** means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- **Continence** means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- **Dressing** means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- **Eating** means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- **Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Transferring** means the ability to move in or out of a chair, bed or wheelchair.

The covered person will not be considered unable to perform the ADL if the covered person can perform the ADL using equipment or adaptive devices and does not require substantial assistance in order to do so.

**Amyotrophic Lateral Sclerosis (ALS)** means a nervous system disease that causes muscle weakness and impacts physical function. ALS, also known as Lou Gehrig's disease, causes nerve cells to gradually break down and die.

**Amyotrophic Lateral Sclerosis (ALS) Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Amyotrophic Lateral Sclerosis (ALS) as diagnosed by a physician.

**Cognitively Impaired or Cognitive Impairment** means a deterioration or loss in intellectual capacity that requires another person's stand-by assistance or verbal cueing for an insured's protection or for the protection of others. It is measured by clinical evidence and standardized tests which reliably measure impairment in:

- short or long term memory;
- orientation to people, places, or time; or
- deductive or abstract reasoning.

**Dementia (Including Alzheimer's Disease)** means a progressive, degenerative disorder that attacks the brain's nerve cells or neurons, and may result in loss of memory, thinking, language skills, or behavioral changes.

**Dementia (Including Alzheimer's Disease) Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living or is cognitively impaired due to Dementia (including Alzheimer's Disease) as diagnosed by a physician.

**Elimination period** means 90 consecutive days beginning from the date the covered person has been certified with a progressive disease in a manner acceptable to us. No benefits are payable for care or service received during this time.

**Huntington's Disease** means a hereditary disease characterized by gradual loss of brain function and voluntary movement due to degenerative changes in the cerebral cortex and basal ganglia.

**Huntington's Disease Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Huntington's Disease as diagnosed by a physician.

**Lupus** means an autoimmune disease where the body's immune system attacks healthy tissue, leading to long-term inflammation. This disease is primarily characterized by joint pain and swelling.

**Lupus Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Lupus as diagnosed by a physician.

**Multiple Sclerosis (MS)** means a chronic disease involving damage to the protective sheaths of nerve cells in the brain and spinal cord. Symptoms may include numbness, impairment of speech and of muscular coordination, blurred vision, and severe fatigue. Eventually, the disease can cause the nerves themselves to deteriorate or become permanently damaged.

**Multiple Sclerosis (MS) Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Multiple Sclerosis (MS) as diagnosed by a physician.

**Muscular Dystrophy** means a genetic disease that causes progressive weakness and degeneration in the musculoskeletal system and where such muscles are replaced by scar tissue and fat. Muscular Dystrophy is characterized by progressive skeletal muscle weakness, defects in muscle proteins, and the death of muscle cells and tissues.

**Muscular Dystrophy Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Muscular Dystrophy as diagnosed by a physician.

**Myasthenia Gravis** means a disease characterized by progressive weakness and exhaustibility of voluntary muscles without atrophy or sensory disturbance and caused by an autoimmune attack on acetylcholine receptors at the neuromuscular junction.

**Myasthenia Gravis Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Myasthenia Gravis as diagnosed by a physician.

**Parkinson's Disease** means a disease of the nervous system marked by tremor, muscular stiffness, and slow, imprecise movement. It is associated with degeneration of the basal ganglia of the brain and a deficiency of the neurotransmitter dopamine.

**Parkinson's Disease Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Parkinson's Disease as diagnosed by a physician.

**Systemic Sclerosis (Scleroderma)** means a progressive autoimmune disease characterized by the hardening and tightening of the skin and connective tissues.

**Systemic Sclerosis (Scleroderma) Date of Diagnosis** is the date the covered person is unable to perform two or more activities of daily living due to Systemic Sclerosis (Scleroderma) as diagnosed by a physician.

### **Progressive Diseases Benefit**

We will pay this benefit if any covered person incurs a charge and is diagnosed by a physician with any of the progressive diseases on the Rider Schedule if:

- the covered person is unable to perform two or more activities of daily living;
- the date of diagnosis is while this rider is in force;
- the elimination period has been met; and
- the progressive disease is not excluded by name or specific description in this rider.

We will only pay for progressive diseases specifically listed in this rider.

We will pay this benefit for each progressive disease only once per covered person per lifetime.



## **EXCLUSIONS AND LIMITATIONS FOR PROGRESSIVE DISEASES**

We will not pay benefits for a covered progressive 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 a 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 or voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the covered person's physician.

### **Suicide**

Committing or trying to commit suicide or injuring oneself intentionally, whether 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. Undeclared war does not include acts of terrorism.

### **Pre-existing Condition Limitation**

We will not pay the Progressive Diseases Benefit for a covered progressive disease that is a pre-existing condition, 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 covered progressive disease. If a covered person is 65 or older when this rider is issued, pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

## **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;
- the end of the grace period following the premium due date and we do not receive the required premium for the named insured;
- the date the named insured is no longer in an eligible class;
- 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 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 the coverage terminates under the certificate to which this rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your spouse;
- the date the next premium is due after you ask us to end your spouse's coverage;
- 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 named insured and spouse coverage or two-parent family coverage and you divorce your spouse, or your marriage is annulled and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which the covered person did not qualify.

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 terminates under the certificate to which this rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your dependent children;
- the date the next premium is due after you ask us to end your dependent children's coverage;
- the date you die; or
- the date they no longer meet the definition of dependent children shown in the General Definitions section of the certificate.

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.

Coverage for your child may be continued past age 26 if your child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance. You must submit proof of the child's incapacity and dependency to us within 31 days of the child's 26th birthday. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year following the termination date. We will continue to charge any appropriate premium for that child as long as they meet 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.



Secretary

**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**  
**PROGRESSIVE DISEASES RIDER**

**THE RIDER PROVIDES LIMITED BENEFITS**  
**BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES**

**Outline of Coverage**  
**(Applicable to Rider Form R-GCI6000-PD-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.**

**Please 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 provisions will control. The policy and rider sets forth in detail the rights and obligations of the policyholder, you and us. The certificate and rider describe 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 RIDER AND CERTIFICATE CAREFULLY.**

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

**Please see the rider and certificate for detailed benefit information and the certificate for actual benefit amounts.**

**BENEFIT FOR PROGRESSIVE DISEASES - Payable upon diagnosis of a covered progressive disease when benefit provisions are met as described in the rider.**

**COVERED PROGRESSIVE DISEASES:**

Amyotrophic Lateral Sclerosis (ALS)  
Dementia (Including Alzheimer's Disease)  
Huntington's Disease  
Lupus  
Multiple Sclerosis (MS)  
Muscular Dystrophy  
Myasthenia Gravis  
Parkinson's Disease  
Systemic Sclerosis (Scleroderma)

**EXCLUSIONS AND LIMITATIONS FOR PROGRESSIVE DISEASES**

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

- Addiction to alcohol or drugs, except for drugs taken as prescribed by a doctor.
- Committing or attempting to commit a felony or engaging in an illegal occupation.
- Being intoxicated or under the influence of any narcotic or voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the person's physician.
- Committing or trying to commit suicide or injuring oneself intentionally, whether 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. Undeclared war does not include acts of terrorism.

**Pre-existing Condition Limitation**

We will not pay the Progressive Diseases Benefit for a covered progressive disease that is a pre-existing condition, 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 covered progressive disease. If a covered person is 65 or older when this rider is issued, pre-existing conditions for that covered person will include only conditions specifically eliminated by rider.

## **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;
- the end of the grace period following the premium due date and we do not receive the required premium for the named insured;
- the date the named insured is no longer in an eligible class;
- 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 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 the coverage terminates under the certificate to which the rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your spouse;
- the date the next premium is due after you ask us to end your spouse's coverage;
- 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 named insured and spouse coverage or two-parent family coverage and you divorce your spouse, or your marriage is annulled and you do not notify us, the extent of our liability will be to refund premium paid for the time period for which the covered person not qualify.

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 terminates under the certificate to which the rider is attached;
- the end of the grace period following the premium due date and we do not receive the required premium for your dependent children;
- the date the next premium is due after you ask us to end your dependent children's coverage;
- the date you die; or
- the date they no longer meet the definition of dependent children shown in the General Definitions section of the certificate.

Coverage will end on each child when the covered dependent 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 and Health Maintenance Organizations (HMOs) 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 or HMO becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member 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 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 or HMO. 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 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;
- They acquired rights to receive payments through a structured settlement factoring transaction.

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, Medicare Part D, Medicaid or any regulations issued pursuant thereto.

## **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the association is obligated to pay out as follows:

- (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 a health benefit plan.
- (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.



## COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

1200 Colonial Life Boulevard, P.O. Box 1365, Columbia, South Carolina 29202

1-800-325-4368 [www.coloniallife.com](http://www.coloniallife.com)

A Stock Company

### 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

