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

> Louisa County Public Schools 935 Davis Highway Mineral, VA 23117-0000

# COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

1200 Colonial Life Boulevard, P. O. Box 1365, Columbia, South Carolina 29202 1.800.325.4368 coloniallife.com A Stock Company

#### **GROUP CRITICAL ILLNESS 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.

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.

#### **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:

1.11.1 fl

Secretary

Tim Aevors

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.

### THE CERTIFICATE IS PART OF THIS POLICY. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

# **SECTION 2 - POLICY GUIDE**

- **SECTION 1 FACE PAGE**
- **SECTION 2 POLICY GUIDE**
- SECTION 3 POLICY RATE SCHEDULE
- **SECTION 4 POLICYHOLDER PROVISIONS**
- **SECTION 5 PREMIUM PAYMENTS**
- **SECTION 6 TERMINATION**

# **COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**

# POLICY RATE SCHEDULE

Policyholder:	Louisa County Public Schools	Policy Number:	G0058527
Policyholder Address:	935 Davis Highway	Billing Control Number:	E5626205
	Mineral, VA 23117-0000		
Policy Effective Date:	07-01-2021	Governing Jurisdiction:	Virginia
First Policy Anniversary:	07-01-2022		

#### **Description of Eligible Classes**

All employees in active employment with the policyholder working a minimum of 20 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: 30 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 - \$75,000
Face Amount for Spouse	50% of the named insured benefit amount	\$2,500 - \$37,500
Face Amount for Dependent Children	50% of the named insured benefit amount	\$2,500 - \$37,500

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 \$75,000.

#### 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 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 :

	Initial Monthly Rates per Unit				
Issue Age Band	Non-Tobacco				
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family	
17-24	\$ 0.22	\$ 0.31	\$ 0.22	\$ 0.31	
25-29	\$ 0.30	\$ 0.43	\$ 0.30	\$ 0.43	
30-34	\$ 0.38	\$ 0.55	\$ 0.38	\$ 0.55	
35-39	\$ 0.57	\$ 0.85	\$ 0.57	\$ 0.85	
40-44	\$ 0.77	\$ 1.14	\$ 0.77	\$ 1.14	
45-49	\$ 1.08	\$ 1.65	\$ 1.08	\$ 1.65	
50-54	\$ 1.44	\$ 2.23	\$ 1.44	\$ 2.23	
55-59	\$ 1.90	\$ 2.94	\$ 1.90	\$ 2.94	
60-64	\$ 2.60	\$ 4.02	\$ 2.60	\$ 4.02	
65-69	\$ 2.84	\$ 4.38	\$ 2.84	\$ 4.38	
70-74	\$ 3.27	\$ 5.04	\$ 3.27	\$ 5.04	

	Initial Monthly Rates per Unit					
Issue Age Band		Торассо				
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family		
17-24	\$ 0.39	\$ 0.56	\$ 0.39	\$ 0.56		
25-29	\$ 0.54	\$ 0.78	\$ 0.54	\$ 0.78		
30-34	\$ 0.69	\$ 1.00	\$ 0.69	\$ 1.00		
35-39	\$ 1.03	\$ 1.52	\$ 1.03	\$ 1.52		
40-44	\$ 1.38	\$ 2.05	\$ 1.38	\$ 2.05		
45-49	\$ 1.95	\$ 2.97	\$ 1.95	\$ 2.97		
50-54	\$ 2.59	\$ 4.01	\$ 2.59	\$ 4.01		
55-59	\$ 3.43	\$ 5.29	\$ 3.43	\$ 5.29		
60-64	\$ 4.69	\$ 7.23	\$ 4.69	\$ 7.23		
65-69	\$ 5.11	\$ 7.89	\$ 5.11	\$ 7.89		
70-74	\$ 5.88	\$ 9.08	\$ 5.88	\$ 9.08		

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	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	\$ 1.23	\$ 1.76	\$ 1.23	\$ 1.76	
25-29	\$ 1.92	\$ 2.77	\$ 1.92	\$ 2.77	
30-34	\$ 2.62	\$ 3.78	\$ 2.62	\$ 3.78	
35-39	\$ 3.74	\$ 5.53	\$ 3.74	\$ 5.53	
40-44	\$ 4.86	\$ 7.29	\$ 4.86	\$ 7.29	
45-49	\$ 6.28	\$ 9.65	\$ 6.28	\$ 9.65	
50-54	\$ 7.70	\$ 12.01	\$ 7.70	\$ 12.01	
55-59	\$ 8.43	\$ 13.11	\$ 8.43	\$ 13.11	
60-64	\$ 9.16	\$ 14.21	\$ 9.16	\$ 14.21	
65-69	\$ 9.16	\$ 14.21	\$ 9.16	\$ 14.21	
70-74	\$ 9.16	\$ 14.21	\$ 9.16	\$ 14.21	

	Initial Monthly Rates for First Diagnosis Building Benefit Rider				
Issue Age Band	Торассо				
	Named Insured	Named Insured and Spouse	One-Parent Family	Two-Parent Family	
17-24	\$ 2.21	\$ 3.16	\$ 2.21	\$ 3.16	
25-29	\$ 3.46	\$ 4.98	\$ 3.46	\$ 4.98	
30-34	\$ 4.71	\$ 6.80	\$ 4.71	\$ 6.80	
35-39	\$ 6.73	\$ 9.96	\$ 6.73	\$ 9.96	
40-44	\$ 8.75	\$ 13.12	\$ 8.75	\$ 13.12	
45-49	\$ 11.30	\$ 17.37	\$ 11.30	\$ 17.37	
50-54	\$ 13.86	\$ 21.62	\$ 13.86	\$ 21.62	
55-59	\$ 15.17	\$ 23.60	\$ 15.17	\$ 23.60	
60-64	\$ 16.48	\$ 25.57	\$ 16.48	\$ 25.57	
65-69	\$ 16.48	\$ 25.57	\$ 16.48	\$ 25.57	
70-74	\$ 16.48	\$ 25.57	\$ 16.48	\$ 25.57	

# Initial Monthly Rates for Infectious Diseases Rider

	Initial Monthly Rates for Infectious Diseases Rider				
Age Band	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.

Divisions, subsidiaries or affiliated companies include:				
Louisa County Government	Louisa, VA			
Louisa County Water Authority	Louisa, VA			
Louisa County Dhs	Louisa, VA			
Louisa County Public Schools	Mineral, VA			

# **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.

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 or to their beneficiary or personal representative.

#### **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 to be delivered by the policyholder. 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

The validity of this policy shall not be contested, except for nonpayment of premiums, after it has been in force for two years from the Policy Effective Date.

No statement made by any named insured relating to insurability or the insurability of dependents shall be used to contest the validity of the insurance after the insurance has been in force for two years prior to the contest and unless the statement is contained in a written instrument signed by the named insured making the statement.

**Contest** means that we question the validity of coverage under the 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 or to their beneficiary or personal representative.

#### **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 60 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 can change premium rates at any time. A change may take effect on an earlier date when both we and the policyholder agree in writing.

#### **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.

#### **Claims Experience**

Upon request, we shall provide the policyholder with a complete record of the policyholder's claims experience incurred under this policy. This record shall be made available promptly to the policyholder upon request made not less than 30 days prior to the date upon which the premiums or contractual terms of this policy may be amended.

#### **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.

#### **Electronic Transactions**

Any transaction relating to this policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law. Any notice required by the provisions of this policy given by written, electronic and telephonic, as applicable, means will have the same force and effect as notice given in writing.

# **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 of discontinuance in accordance with the terms of this policy and in advance of the date of discontinuance. The policyholder is liable for premium due during the grace period and must pay us all premium due for the payment of a pro-rata premium for the time the policy was in force during the grace period. 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. We will provide the policyholder with a written notice of termination, including a specific date, by which coverage will terminate if overdue premium is not paid. That date will be at least 15 days from the date of such notice.

# **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 31 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.

#### 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. 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 furnished with which to file Proof of Loss. If these forms are not given to you within 15 days, you shall meet the proof of loss requirements by giving us a written statement of the nature and the extent of the loss within the time limit stated under Proof of Loss as described below.

#### Proof of Loss

We must receive a written proof of loss within 90 days after the covered loss begins. If you are not able to give us written proof of loss within 90 days, it will not invalidate or reduce any claim if proof is given to us as soon as it is reasonably possible. In no event, except in the absence of legal capacity, shall proof be furnished later than one year from the time proof is otherwise required.

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.

#### Time of Payment of Claim

After we receive written proof of loss and process your claim, we will pay any benefits due within 60 days of receipt of proof of loss.

#### 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, we can pay benefits up to \$5,000 to someone related to you by blood or marriage 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.

If any covered person is eligible for medical assistance (Medicaid) in the Commonwealth, the Department of Medical Assistance shall be the payor of last resort for any benefits payable under this policy.

#### **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.

#### 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.

#### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this coverage for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this coverage at the following address and telephone number:

> Colonial Life & Accident Insurance Company 1200 Colonial Life Boulevard, P.O. Box 1365, Columbia, South Carolina 29202 1.800.325.4368

If you have been unable to contact or obtain satisfaction from the insurance company, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission Bureau of Insurance Life and Health Consumer Services P.O. Box 1157 Richmond, Virginia 23218

#### Telephone: 1.877.310.6560 (National Toll Free Number) 1.804.371.9741 (Local Number) or 1.800.552.7945 Virginia-only (Toll Free Number)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting the insurance company or the Bureau of Insurance, have your policy number available.

# 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 SPECIFIED DISÉASE INSURANCE CERTIFICATE THIS CERTIFICATE EXPLAINS THE BENEFITS PROVIDED UNDER THE GROUP CRITICAL ILLNESS 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. 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.

#### **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.

Signed for Colonial Life & Accident Insurance Company:

1.11.1 fl

Secretary

In Awors

President and Chief Executive Officer

THIS CERTIFICATE IS PART OF THE POLICY. Please read this certificate carefully. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the <u>Guide To Health Insurance for People with Medicare</u> 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 - ELIGIBILITY AND EFFECTIVE DATE** 

SECTION 8 - BENEFIT FOR CRITICAL ILLNESS

SECTION 9 - ADDITIONAL CRITICAL ILLNESS BENEFIT FOR DEPENDENT CHILDREN

**SECTION 10 - WELLBEING ASSISTANCE BENEFIT** 

SECTION 11 - EXCLUSIONS AND LIMITATIONS FOR CRITICAL ILLNESS

**SECTION 12 - TERMINATION OF INSURANCE** 

**SECTION 13 - GENERAL PROVISIONS** 

**SECTION 14 - CLAIM PROVISIONS** 

**SECTION 15 - PORTABILITY** 

# **COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**

# **SECTION 3 - CERTIFICATE SCHEDULE**

Policyholder:	Louisa County Public Schools	Certificate Number:	1234567890
Named Insured:	John Doe	Billing Control Number:	E5626205
Coverage Effective Date:	July 1, 2021	Premium Class:	Tobacco
Pre-existing Condition Limitation Period: Coverage Type:	12 months Two-Parent Family		
	-		

### **BENEFIT AMOUNT**

Face Amount for Named Insured Face Amount for Spouse Face Amount for Dependent Children \$5,000 - \$75,000 in \$1,000 increments \$2,500 - \$37,500 in \$500 increments \$2,500 - \$37,500 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.

# WELLBEING ASSISTANCE BENEFIT

#### Wellbeing Assistance Benefit

\$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 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 residing with you through legal mandate that is dependent on you for financial support.

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 after the two-year period following the child's attainment of the specified age. 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.

**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, a business or professional partner of any covered person or any person who has a financial affiliation or a business interest with any covered person.

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

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

**Pre-existing Condition** means a sickness or physical condition for which a covered person was treated, had medical testing, received medical advice or had taken medication within 12 months before the coverage effective date shown on the Certificate Schedule.

**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 - 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 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.

#### **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. If the named insured adopts a child whose adoptive or parental placement has occurred within 31 days of birth, the child will be considered a newborn child as of the date of adoption or parental placement. If the coverage is named insured coverage or named insured and spouse coverage, the coverage on the newborn or newly adopted child will end at noon 31 days later if you do not request a change in coverage type as provided in the Enrollment provision.

Coverage will end on the adopted child if the placement is disrupted prior to the final decree of adoption and the child is removed from placement with the named insured.

### **Entire Contract**

The entire contract consists of:

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

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 or to their beneficiary or personal representative.

# **SECTION 8 - 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
- turcot 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 9 - 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 10 - 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 11 - 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. Losses as a result of acts of terrorism or nuclear release committed by individuals or groups will not be excluded from coverage unless the covered person who suffered the loss committed the act of terrorism or nuclear release.

#### **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.

# **SECTION 12 - 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.

If coverage is terminated due to non-payment of premium by the policyholder, you will receive a termination notice from the policyholder not less than 15 days after the effective date of termination of coverage.

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

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

- the date your coverage under the 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 13 - GENERAL PROVISIONS**

#### **Coverage Provided by the Policy**

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

#### **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.

#### Contestability

The validity of this certificate shall not be contested after it has been in effect for two years from the date of issue, except for nonpayment of premiums.

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 for two years prior to the contest and unless the statement is contained in a written instrument signed by the named insured making the statement.

*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 or to their beneficiary or personal representative.

#### **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 14 - 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. 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 furnished with which to file Proof of Loss. If these forms are not given to you within 15 days, you shall meet the proof of loss requirements by giving us a written statement of the nature and the extent of the loss within the time limit stated under Proof of Loss as described below.

#### **Proof of Loss**

We must receive a written proof of loss within 90 days after the covered loss begins. If you are not able to give us written proof of loss within 90 days, it will not invalidate or reduce any claim if proof is given to us as soon as it is reasonably possible. In no event, except in the absence of legal capacity, shall proof be furnished later than one year from the time proof is otherwise required.

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 pay any benefits due within 60 days of receipt of proof of loss.

#### 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, we can pay benefits up to \$5,000 to someone related to you by blood or marriage 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.

If any covered person is eligible for medical assistance (Medicaid) in the Commonwealth, the Department of Medical Assistance shall be the payor of last resort for any benefits payable under this certificate.

#### 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. Our telephone number is 1.800.325.4368. We are open Monday through Friday from 8:30 a.m. until 5:00 p.m. Eastern Time.

All written correspondence should be sent to:

Colonial Life & Accident Insurance Company Attn: Claims Department PO Box 100195 Columbia, SC 29202

#### 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.

# 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.

#### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this coverage for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this coverage at the following address and telephone number:

#### Colonial Life & Accident Insurance Company 1200 Colonial Life Boulevard, P.O. Box 1365, Columbia, South Carolina 29202 1.800.325.4368

If you have been unable to contact or obtain satisfaction from the insurance company, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission Bureau of Insurance Life and Health Consumer Services P.O. Box 1157 Richmond, Virginia 23218

Telephone: 1.877.310.6560 (National Toll Free Number) 1.804.371.9741 (Local Number) or 1.800.552.7945 Virginia-only (Toll Free Number)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting the insurance company or the Bureau of Insurance, have your policy number available.

### **SECTION 15 - 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:
  - o 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.

#### 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.

#### **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 31 days notice.

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

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

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#### **GROUP CRITICAL ILLNESS 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-VA and Certificate Form GCI6000-C-VA)

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the <u>Guide to Health</u> <u>Insurance for People with Medicare</u> 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.

#### 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. Losses as a result of acts of terrorism or nuclear release committed by individuals or groups will not be excluded from coverage unless the covered person who suffered the loss committed the act of terrorism or nuclear release.

#### **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.

#### 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:	Louisa County Public Schools	Group Policy Number:	G0058527 E5626205
Named Insured:	John Doe	Certificate Number:	1234567890
Coverage Type:	Two-Parent Family	Rider Coverage Effective Date:	07-01-2021
Rider Year:	07/01 - 06/30 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 <u>Guide to Health Insurance for</u> <u>People with Medicare</u> available from the company.

All terms, definitions of terms, conditions, exclusions and limitations stated in the certificate for critical illness 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) 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 is not a pre-existing condition; and
- the critical illness is not excluded by name or specific description in the certificate.

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

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

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

#### **TERMINATION OF THE NAMED INSURED'S COVERAGE**

The coverage on a named insured under 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.

If coverage is terminated due to non-payment of premium by the policyholder, you will receive a termination notice from the policyholder not less than 15 days after the effective date of termination of 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 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 after the two-year period following the child's attainment of the specified age. 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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Secretary

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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-VA)

#### THE RIDER IS NOT ATTACHED TO A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the <u>Guide to Health Insurance for</u> <u>People with Medicare</u> 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.

If coverage is terminated due to non-payment of premium by the policyholder, you will receive a termination notice from the policyholder not less than 15 days after the effective date of termination of 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.

# INFECTIOUS DISEASES RIDER

# RIDER SCHEDULE

Policyholder:	Louisa County Public Schools	Group Policy Number:	G0058527 E5626205
Named Insured:	John Doe	Certificate Number:	1234567890
Coverage Type:	Two-Parent Family	Rider Coverage Effective Date:	07-01-2021

# **BENEFIT FOR INFECTIOUS DISEASES**

COVERED INFECTIOUS DISEASES:	Percentage of Applicable Face Amount in the Certificate Schedule
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 <u>Guide to Health Insurance for</u> <u>People with Medicare</u> 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. Losses as a result of acts of terrorism or nuclear release committed by individuals or groups will not be excluded from coverage unless the covered person who suffered the loss committed the act of terrorism or nuclear release.

#### **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.

#### 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.

If coverage is terminated due to non-payment of premium by the policyholder, you will receive a termination notice from the policyholder not less than 15 days after the effective date of termination of 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 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 after the two-year period following the child's attainment of the specified age. 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-VA

#### 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

	Percentage of Applicable Face Amount
COVERED INFECTIOUS DISEASES:	in the Certificate Schedule
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-VA)

#### THE RIDER IS NOT ATTACHED TO A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the <u>Guide to Health Insurance for</u> <u>People with Medicare</u> 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.
   Losses as a result of acts of terrorism or nuclear release committed by individuals or groups will not be excluded from coverage unless the covered person who suffered the loss committed the act of terrorism or nuclear release.

#### **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.

#### 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.

If coverage is terminated due to non-payment of premium by the policyholder, you will receive a termination notice from the policyholder not less than 15 days after the effective date of termination of 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.

# **PROGRESSIVE DISEASES RIDER**

# RIDER SCHEDULE

Policyholder:	Louisa County Public Schools	Group Policy Number:	G0058527 E5626205
Named Insured:	John Doe	Certificate Number:	1234567890
Coverage Type:	Two-Parent Family	Rider Coverage Effective Date:	07-01-2021
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**

# 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 <u>Guide to Health Insurance for</u> <u>People with Medicare</u> 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 numbress, 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. Losses as a result of acts of terrorism or nuclear release committed by individuals or groups will not be excluded from coverage unless the covered person who suffered the loss committed the act of terrorism or nuclear release.

#### **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.

#### **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.

If coverage is terminated due to non-payment of premium by the policyholder, you will receive a termination notice from the policyholder not less than 15 days after the effective date of termination of 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 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 after the two-year period following the child's attainment of the specified age. 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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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-VA)

#### THE RIDER IS NOT ATTACHED TO A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the <u>Guide to Health Insurance for</u> <u>People with Medicare</u> 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 PROGRESSVE 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. Losses as a result of acts of terrorism or nuclear release committed by individuals or groups will not be excluded from coverage unless the covered person who suffered the loss committed the act of terrorism or nuclear release.

#### **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.

#### **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.

If coverage is terminated due to non-payment of premium by the policyholder, you will receive a termination notice from the policyholder not less than 15 days after the effective date of termination of 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 OF PROTECTION PROVIDED BY VIRGINIA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or accident and sickness insurance company (including a health maintenance organization) licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - ° \$300,000 in death benefits
  - ° \$100,000 in cash surrender and withdrawal values
- Health Insurance
  - ° \$500,000 for health benefits
  - ° \$300,000 in disability income insurance benefits
  - ° \$300,000 in long-term care insurance benefits
  - ° \$100,000 in other types of accident and sickness insurance benefits
- Annuities
  - ° \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts is \$350,000, except for health benefit plans, for which the limit is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at www.valifega.org or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCIATION c/o APM Management Services, Inc. 1503 Santa Rosa Road, Suite 101 Henrico, VA 23229-5105 804-282-2240

STATE CORPORATION COMMISSION Bureau of Insurance P. O. Box 1157 Richmond, VA 23218-1157 804-371-9741 Toll Free Virginia only: 1-800-552-7945 http://scc.virginia.gov/boi/index.aspx

Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. **When** selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.

#### **30NARUSNI 9UORD ROF NOITADLI99A**

<u>moo.stillsinoloo.www</u> P.O. Box 1365, Columbia, SC 29202-1365 Colonial Life & Accident Insurance Company

Producer Number

691472

Colonial Life. ....

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T Voluntary Group Shor	rt Term Disability Insurance		
🗌 Group Disability Insum	80UB.	$\square$	Group Hospital Confinement Indemnity Insurance
🔲 Group Term Lite Insur	rance		Group Specified Disease Insurance
Sup Accident Insura	eone		Group Cancer Insurance
Product(s) Applied For:			
	City / State / Zip Code		
	Louisa, VA 23093		
	Street		
Corporate Address:	5 etiu2 ;eunevA xtotiooVV f	\$04	
Applicant (Company):	Louisa County Government ar	los br	S[OOL
			BCN(s): E5691011

#### Replacement:

If Yes, complete the information below: ON N Sey 🗋 is there any Group Life Insurance plan in force or being applied for (with another carrier) on some or all employees?

***************************************	
Termination Date	Name of Carrier

.mot slift to yoos a nitw prote yollog ent and that acceptance of the policy will be an approval of all policy terms. The policy specifications will be made a part of The applicant agrees that no insurance shall be effective until approved by Colonial Life & Accident Insurance Company

application or files a claim containing a false or deceptive statement may have violated state law. Any person who, with the intent to defraud or knowing that he is facilitating a traud against an insurer, submits an

Producer / Broker Signature	Producer / Broker Printed Name
1 Janeted E. Press	Donald Pierce
	Date (mm/dd/yyy)
Finance Director	1202/82/8
Applicant Signature (authorized representative / officer)	Applicant Printed Name
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Signed at: City State	
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License Number

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