

**For the Employees of  
MOHAWK INDUSTRIES, INC.**

# **Aflac Critical Illness Insurance Plan Effective January 1, 2020**



*Coverage is underwritten by Continental American Insurance Company, a proud member of the Aflac family of insurers.*



# CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800.433.3036

## CERTIFICATE OF INSURANCE FOR GROUP CRITICAL ILLNESS POLICY

**THIS CERTIFICATE PROVIDES BENEFITS FOR THE CRITICAL ILLNESSES LISTED.  
IT DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

**PLEASE READ YOUR CERTIFICATE CAREFULLY**

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY.**

**If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare.**

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We certify that you are insured under the Critical Illness Policy (herein called the Plan) issued to the Policyholder, subject to the definitions, exclusions, and other provisions of the Plan against loss resulting from Critical Illness. Certain provisions of the Plan are summarized in this Certificate. All provisions of the Plan, whether contained in your Certificate or not, apply to the insurance referred to by the Certificate.

The Effective Date of your Certificate is as shown in the Certificate Schedule if you are on that date Actively at Work. If not, this Certificate will become effective on the next date you are Actively at Work as an eligible Employee. This Certificate will remain in effect for the period for which the premium has been paid. This Certificate may be continued for further periods as stated in the Plan.

This Certificate is issued in consideration of the payment of the required premium and of your statements and representations in the Application. This Certificate, on its Effective Date, automatically replaces any Certificate or Certificates previously issued to you under the Plan. "You" and "your" refer to the Employee or any other Insured under Family Coverage. "We," "us," and "our" refer to the Company.

## **SECTION I - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION**

### **ELIGIBILITY**

“You” as used in this Certificate means a person insured under this Certificate who is:

1. An Employee of the Policyholder a member of the Policyholder’s group, or an eligible Spouse of the Employee;
2. Under age 70;
3. Engaged in full-time work; **and**
4. Included in the class of Employees eligible for coverage as shown on the Application.

### **EFFECTIVE DATE**

The Effective Date of the Plan is shown on Page 1 of the Master Policy.

The Effective Date for you is as follows:

1. Your insurance will be effective on the date shown on the Certificate Schedule provided you are Actively at Work.
2. If you are not Actively at Work on the date coverage would otherwise become effective, the Effective Date of your coverage will be the date on which you are first thereafter actively at work.

The Effective Date for a Spouse or Dependent Child is the date shown on the Certificate Schedule Page subject to the following:

1. The date your insurance is effective for a Spouse or Dependent Child who is eligible on that date; for whom coverage is applied for and premium paid, and who is not hospital confined.
2. At 12:00 a.m. Standard time, on the day a Spouse or Dependent Child is no longer hospital confined if the Spouse or Dependent Child was otherwise eligible for coverage on the date your insurance became effective.
3. For a Spouse or Dependent Child eligible on or first acquired after your Effective Date, the Effective Date will be:
  - a. For newborn children, the Effective Date is the moment of birth, but we must be given notice of the birth within 31 days for coverage to continue beyond 31 days (see Section III, Definitions, Insured).
  - b. For other than newborn children, the date we assign after approving the Application for such coverage.

### **TERMINATION OF YOUR INSURANCE**

Your insurance will terminate on the earliest of:

1. The date the Plan is terminated;
2. The 31st day after the premium due date if the required premium has not been paid;
3. The date you cease to meet the definition of an Employee as defined in the Plan; **or**
4. The date you are no longer a member of the class eligible.

However, if an Employee dies while covered under a Certificate, then their surviving Spouse shall become the Insured if such Spouse is an Insured. If there is no surviving Spouse covered under the Certificate, then the Certificate shall terminate on the next premium due date.

Insurance for an insured Spouse or Dependent Child will terminate on the earliest of:

1. The date the Plan is terminated;
2. The date the Spouse or Dependent Child ceases to be a dependent; **or**
3. The premium due date following the date we receive your written request to terminate coverage for your Spouse and/or all Dependent Children.

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

### **Portability Privilege**

When coverage would otherwise terminate under this Plan because you end employment with your Employer, you may elect to continue coverage. The coverage that may be continued is that which you had on the date your employment terminated, including Dependent coverage then in effect.

1. Coverage may not be continued for any of the following reasons:
  - a. You failed to pay any required premium;
  - b. This Group Policy terminates.
2. To keep the Certificate in force the Employee must:
  - a. Make written Application to the Company within 31 days after the date your insurance would otherwise terminate; **and**
  - b. Pay the required premium to the Company no later than 31 days after the date the Certificate would otherwise terminate.
3. Insurance will cease on the earliest of these dates:
  - a. The date you fail to pay any required premium; **or**
  - b. The date this Group Policy is terminated.

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

## **SECTION II - PREMIUM PROVISIONS**

### **PREMIUM PAYMENTS**

Aggregate premiums for the Plan are to be paid to the Company our Home Office in Columbia, South Carolina. Payment of any premium will not keep the Plan in force beyond the due date of the next premium, except as set forth in the Grace Period.

### **GRACE PERIOD**

The Plan has a 31-day Grace Period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the Grace Period, this Certificate will stay in force, unless the Policyholder has given the Company written notice of discontinuance of the Plan.

### SECTION III - GENERAL DEFINITIONS / BENEFIT DEFINITIONS

Whenever a male pronoun is used, it includes the female unless the context clearly shows otherwise.

**Actively at Work** To be considered “Actively at Work,” you must perform for a full normal workday the regular duties of your employment at the regular place of business or at a location to which you may be required to travel to perform the regular duties of your employment.

**Critical Illness** means such Illness shown in the Schedule and as defined in this Plan.

**Date of Diagnosis** means for:

**Cancer and/or Carcinoma in Situ:** the day the tissue specimen, blood samples and /or titer(s) are taken on which the diagnosis of Cancer or Carcinoma in Situ is based. This includes recurrence of a previously diagnosed Cancer provided the Insured is free of any signs or symptoms and is Treatment Free for that Cancer for 12 consecutive months.

**Heart Attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.

**Stroke:** The date a Stroke occurred based on documented neurological deficits and neuroimaging studies.

**Kidney Failure:** The date that a Doctor or Physician recommends that you begin renal dialysis.

**Major Organ Transplant Surgery or Coronary Artery Bypass Surgery:** The date the surgery occurs for covered transplants or covered Coronary Artery Bypass Surgery.

**Dependent Child(ren)** means your natural children, step-children, foster children, legally adopted children or children placed for adoption, who are younger than age 26.

However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on a parent(s) for support, the above age of 26 will not apply. Proof of such incapacity and dependency must be furnished to the Company within 31 days following such 26th birthday.

**Doctor or Physician** means any licensed practitioner of the healing arts acting within the scope of his license in treating a Critical Illness. It doesn't include an Insured or your Family Member.

**Employee** means the Insured as shown in the Certificate Schedule.

**Family Member** means your Spouse, son, daughter, mother, father, sister, or brother.

**Illness** means sickness or disease which first manifests while your coverage is in force and after any applicable Waiting Period. Any loss due to Illness must begin while your coverage is in force.

**Injury** means bodily Injury solely due to an accident. It includes all complications of and all Injuries from the same accident.

**Insured(s) -**

1. If Employee coverage is shown in the Certificate Schedule, we insure the Employee.
2. If coverage is for the Spouse of an eligible Employee, we insure the Insured as shown on the Certificate Schedule.
3. Coverage for Dependent Children may be included in an attached Rider (if applicable).
4. If any person who would otherwise be an Insured is specifically excluded from coverage by Endorsement to the Certificate or by the Application, then such person shall not be an Insured.
5. Any other additions to the Insured class must be added by Endorsement after applying to the Company.

**Maintenance Drug Therapy** means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a Cancer due to primary Treatment. It is meant to decrease the risk of Cancer recurrence rather than the palliative or suppression of a Cancer that is still present.

**Pathologist** means a Doctor, other than an Insured or a Family Member, who is licensed to practice medicine and who is also licensed to practice pathologic anatomy by the American Board of Pathology. A Pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

**Signs** means the subjective evidence of disease or physical disturbance observed by a Physician or other member of the medical profession, acting within the scope of their license.

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

**Symptoms** means the subjective evidence of disease or physical disturbance.

**Treatment** means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**Treatment Free** means a period of time without the consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines. For the purpose of this definition "Treatment" does not include maintenance drug therapy or routine follow-up visits to verify if Cancer or Carcinoma in Situ has returned.

**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to a Critical Illness. We won't pay benefits for a Critical Illness that begins during the Waiting Period.

**BENEFIT DEFINITIONS**

**Cancer (internal or invasive)** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes Leukemia. Excluded are Cancers that are non-invasive such as:

1. Pre-malignant tumors or polyps;
2. Carcinoma in Situ;
3. Any skin Cancers except melanomas;
4. Basal cell carcinoma and squamous cell carcinoma of the skin; **and**
5. Melanoma that is diagnosed as Clark's Level I or II or Breslow less than .77mm.

Cancer is also defined as a disease which meets the diagnosis criteria of malignancy established by the American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen.

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

Cancer and/or Carcinoma in Situ must be diagnosed in one of two ways:

1. **Pathological Diagnosis** - A Pathological Diagnosis of Cancer or Carcinoma in Situ is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified Pathologist whose diagnosis of malignancy is in keeping with the standards set up by the American Board of Pathology.
2. **Clinical Diagnosis** - A Clinical Diagnosis of Cancer or Carcinoma in Situ is based on the study of symptoms.

We will pay benefits for a Clinical Diagnosis **only if**:

1. A Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening; **and**
2. There is medical evidence to support the diagnosis; **and**
3. A Doctor is treating you for Cancer and/or Carcinoma in Situ.

**Heart Attack (Myocardial Infarction)** means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart Attack does not include any other disease or Injury involving the cardiovascular system. Cardiac Arrest not caused by a Myocardial Infarction is not a Heart Attack. The diagnosis must include **all** of the following criteria:

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

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

**Major Organ Transplant** means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.

**Stroke** means apoplexy (due to rupture or acute occlusion of a cerebral artery), or a cerebral vascular accident or incident, which is first manifested on or after your Effective Date. Stroke does not include transient ischemic attacks and attacks of vertebrobasilar ischemia. We will pay a benefit for Stroke which produces permanent clinical neurological sequela following an initial diagnosis made after any applicable Waiting Period. We must receive evidence of the permanent neurological damage provided from Computed Axial Tomography (CAT scan) or Magnetic Resonance Imaging (MRI). **Stroke does not mean head injury, transient ischemic attack, or chronic cerebrovascular insufficiency.**

**Kidney Failure (Renal Failure)** means the end stage Renal Failure presenting as chronic, irreversible failure of both kidneys to function. The Kidney Failure must necessitate regular renal dialysis, hemo-dialysis, or peritoneal dialysis (at least weekly) or which results in kidney transplantation. Renal Failure is covered, provided it is not caused by a traumatic event, including surgical traumas.

## **SECTION IV – BENEFITS**

### **Critical Illness Benefit**

We will pay this benefit when you are diagnosed with one of the Critical Illnesses shown on the Certificate Schedule if:

1. The Date of Diagnosis is after the Waiting Period;
2. The Date of Diagnosis is while the his coverage is in force; **and**
3. It is not excluded by name or specific description in the Certificate.

If the Date of Diagnosis of a Critical Illness occurs during the Waiting Period, the Certificate may be returned for a full refund of premium.

The Certificate's Initial Maximum Benefit amount is shown in the Schedule. If the Schedule shows a Maximum Benefit Reduction Date, a Certificate's Maximum Benefit will be reduced to the Reduced Maximum Benefit Amount, also shown in the Schedule, on that date. Benefits will be based on the Maximum Benefit amount in effect on the Critical Illness Date of Diagnosis. Any partial benefits paid will be deducted from the amount payable for the applicable Critical Illness.

Payment of benefits is subject to the following:

1. We will pay benefits for a Critical Illness in the order the events occur.
2. No benefits are payable for each different Critical Illness after the first unless its Date of Diagnosis is separated from the prior different Critical Illness by at least 6 months (or for Cancer, at least 6 months Treatment Free) and it is not caused by or contributed to by a Critical Illness for which benefits have been paid.
3. Once benefits have been paid for a Critical Illness, no additional benefits are payable for that same Critical Illness unless the Dates of Diagnosis are separated by at least 12 months (or for Cancer, at least 12 months treatment free). Cancer that has spread (metastasized) even though there is a new tumor, will not be considered an additional occurrence unless you have been Treatment Free for 12 months.

### **Health Screening Benefit (Calendar Year Limit)**

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed while your coverage is in force. This Benefit is payable once per calendar year up to the Maximum Benefit amount shown in the Benefit Schedule. Payment of this benefit will not reduce the Critical Illness Benefit available under this Certificate.

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

1. Stress test on a bicycle or treadmill,
2. Fasting blood glucose test,
3. Blood test for triglycerides,
4. Serum cholesterol test to determine level of HDL and LDL,
5. Bone marrow testing,
6. Breast ultrasound,
7. CA 15-3 (blood test for breast Cancer),
8. CA 125 (blood test for ovarian Cancer),
9. CEA (blood test for colon Cancer),
10. Chest X-ray,
11. Colonoscopy,
12. Flexible sigmoidoscopy,
13. Hemoccult stool analysis,
14. Mammography,



15. Pap smear,
16. PSA (blood test for prostate Cancer),
17. Serum Protein Electrophoresis (blood test for myeloma),
18. Thermography.

There is no limit to the number of years an Employee or Spouse can receive benefits for Health Screening Tests, as long as this Plan is in force. This benefit is only payable for Health Screening Tests performed as the result of preventive care, including tests and diagnostic procedures ordered in connection with routine examinations.

We will pay this benefit regardless of the results of the test.

## **SECTION V – LIMITATIONS AND EXCLUSIONS**

This Certificate contains a 30-day "Waiting Period." This means no benefits are payable for any Insured who has been diagnosed before your coverage has been in force for 30 days from your Effective Date. If you are first diagnosed during the "Waiting Period", benefits for Treatment of that Critical Illness will apply only to loss commencing after 12 months from your Effective Date; or, at your option, you may elect to void the Certificate from the beginning and receive a full refund of premium.

### **EXCLUSIONS**

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

1. Intentionally self inflicted injury or action;
2. Suicide or attempted suicide while sane or insane;
3. Illegal activities or participation in an illegal occupation;
4. War - Declared or undeclared or military conflicts, participation in an insurrection or riot, civil commotion, or state of belligerence; or
5. Substance abuse.

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

## **SECTION VI - CLAIM PROVISIONS**

**Notice of Claim:** Written notice of claim must be given within 20 days after a covered loss starts, or as soon as reasonably possible. The notice can be given to the Company at P.O. Box 427, Columbia, South Carolina 29202. Notice should include the name of the Insured and the Certificate number.

**Claim Forms:** When we receive a notice of claim, we will send the claimant forms for filing Proof of Loss. If the forms are not given within 15 working days, Proof of Loss requirements can be met by giving us a written statement of the nature and extent of the loss within the time limit stated in the **Proof of Loss** section.

**Proof of Loss:** Written Proof of Loss must be furnished to the Company at P.O. Box 427, Columbia, South Carolina 29202 within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than one year from the time proof is otherwise required.

**Time of Payment of Claims:** Benefits payable under this certificate will be paid immediately upon receipt of written proof of loss. Should Continental American fail to pay any benefits payable upon receipt of written proof of loss, we shall have 15 working days thereafter in which to notify the insured person in writing of the reasons why the claim has not been paid. The notice shall itemize the information needed to process the claim. When all information needed to process the claim is received, we then have 15 working days in which to either deny or pay the claim. If we fail to notify the insured person or pay the claim in the required time, we will pay interest equal to 18 percent per annum on the benefit due under this policy.

**Payment of Claims:** All benefits will be payable to you unless assigned by you or by operation of law. Any accrued benefit unpaid at your death may be paid to your estate.

**Conformity With State Statutes:** Any provision of the Plan which, on its Effective Date, is in conflict with the statutes of the state in which it was issued is hereby amended to conform to the minimum requirements of such statutes.

**Additional Coverage With the Company:** We will only pay benefits for covered Critical Illness under one Critical Illness Certificate if you are covered by more than one of our Critical Illness Certificates. You may choose which Certificate you wish to keep in force by sending us written notice of your choice. We will return the premiums paid for any of our other Critical Illness Certificates during the period there was more than one Certificate in force.

## **SECTION VII - GENERAL PROVISIONS**

**Questions or Comments:** If you have any questions about this Plan, its benefits, the filing of claims, a complaint, or a compliment, please call us at the toll free number listed on the front of this Plan.

**Entire Contract, Changes:** The Policy together with the Application, Endorsements, Benefit Agreements, Certificates, and Riders, if any, is the Entire Contract of Insurance. No change in the Plan shall be valid until approved in writing by an Executive Officer of the Company. Any change must be noted on or attached hereto. No agent may change the Plan or waive any of its provisions. Any Rider, Endorsement or Application that modifies, limits, or excludes coverage under the Plan must be signed by you to be valid.

**Physical Examination and Autopsy:** We, at our expense, have the right to have you examined as often as reasonable necessary while a claim is pending. In the case of death, we may also have an autopsy done unless prohibited by law.

**Legal Action:** No legal action may be brought to recover on this Plan within 60 days after written Proof of Loss has been given as required by the Plan. No such action may be brought after 3 years from the time written Proof of Loss is required to be given.

**Time Limit on Certain Defenses:** (1) After 2 years from your Effective Date of coverage, no misstatements, except fraudulent misstatements, made by the Applicant in the application shall be used to void the coverage or to deny a claim for loss incurred commencing after the expiration of such 2-year period (2) No claim for loss incurred commencing after 2 years from your Effective Date of coverage shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such Effective Date.

**Misstatement of Age:** If an age has been misstated on the Application, the benefits will be those the premium paid would have purchased at the correct age.

## **BENEFIT SCHEDULE**

Initial Maximum Benefit:	See Certificate Schedule
Reduced Maximum Benefit Amount:	50% of Maximum Benefit Amount Elected
Reduced Benefit Date:	First Renewal Date after age 70
Waiting Period:	30 Days
Percentage for Partial Benefits:	25% of applicable Maximum Benefit Amount Elected

### **Benefits\***

The applicable Maximum Benefit (Initial or Reduced) is payable for the following Critical Illnesses:

<b>Cancer</b> (internal or invasive)	100% of the Benefit Amount Elected
<b>Stroke</b>	100% of the Benefit Amount Elected
<b>Kidney Failure</b>	100% of the Benefit Amount Elected
<b>Heart Attack</b>	100% of the Benefit Amount Elected
<b>Major Organ Transplant</b>	100% of the Benefit Amount Elected
<b>Carcinoma in Situ</b>	25% of the Benefit Amount Elected
<u>When this Partial Benefit is paid, it will reduce the Cancer benefit by 25%.</u>	
<b>Coronary Artery Bypass Surgery</b>	25% of the Benefit Amount Elected
<u>When this Partial Benefit is paid, it will reduce the Heart Attack Benefit by 25%.</u>	

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

**Maximum Health Screening Benefit Amount:** \$75 per insured Employee and Spouse per calendar year.



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## SPECIFIED CRITICAL ILLNESS RIDER TO CERTIFICATE OF INSURANCE FOR CRITICAL ILLNESS

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

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

Unless amended by this Rider, all Certificate definitions, exclusions, limitations, terms, and other provisions apply. For the purpose of this Rider, “you” (including “your” and “yours”) may refer to the primary Insured or the primary Insured’s covered Dependents.

### Effective Date

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

### **Definitions**

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

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

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

A Covered Accident **must** occur while you are covered by this Rider.

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

- **Benign Brain Tumor:** The date a Doctor determines a Benign Brain Tumor is present based on examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.
- **Coma:** The first day of the period for which a Doctor confirms a Coma has lasted for 7 consecutive days.
- **Loss of Sight, Speech, or Hearing:** The date the loss is objectively determined by a Doctor to be total and irreversible.
- **Occupational HIV:** The date a Doctor determines you are HIV positive as supported by the ELISA test, Western Blot test, or another test approved by the FDA.
- **Paralysis:** The date a Doctor establishes the Diagnosis of Paralysis on clinical and/or laboratory findings as supported by medical records (based on the Paralysis definition).
- **Severe Burn:** The date the burn takes place.

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

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

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

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

**HIV-Specific Covered Injury** means an accidental:

- Cutaneous exposure through abraded skin,
- Percutaneous exposure, **or**
- Mucocutaneous exposure.

An HIV-Specific Covered Injury **must** occur while you are covered by this Rider.

**Specified Critical Illness** is one of the illnesses defined below and shown in the Rider Schedule:

**Benign Brain Tumor** is a mass or growth of abnormal, noncancerous cells in the brain. The tumor is composed of similar cells that do not follow normal cell division and growth patterns and develop into a mass of cells that microscopically do not have the characteristic appearance of a Cancer.

**Coma** means a state of unconsciousness for 7 consecutive days with:

- No reaction to external stimuli,
- No reaction to internal needs, **and**
- The use of life support systems.

**HIV** means Human Immunodeficiency Virus.

**HIV Positive** means the presence of HIV antibodies in the blood. This must be evidenced by:

- A positive screening test enzyme-linked immunosorbent assay (ELISA) **and**
- A positive supplement test, such as the Western Blot.

All such tests must be approved by the Food and Drug Administration (FDA), and the interpretation of positive results must be in keeping with the manufacturer's specifications.

**Occupational HIV** refers to your testing positive for HIV as a direct result of an HIV-Specific Covered Injury, subject to **all three** of the following provisions:

1. You must file an incident report (notice of exposure) with your Employer within 48 hours of the positive test result. This report must:
  - Be on a form acceptable to the Company,
  - Describe the nature of the exposure to HIV, **and**
  - Be sent to the Company as soon as reasonably possible after the Covered Injury.
2. You must not have previously tested positive for HIV. If you had previously tested positive for HIV, you must have subsequently tested negative for HIV before the date of the Covered Injury.

3. You must have a preliminary HIV screening test—such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing)— within 14 days of the Covered Injury at an authorized laboratory other than the laboratory of your employer. We must receive notification of the **negative** results as soon as reasonably possible.

Thereafter, you must test HIV positive within 26 weeks of the date of that Covered Injury.

#### **Loss of Sight, Speech, or Hearing**

- **Loss of Sight** means the total and irreversible loss of all sight in both eyes.
- **Loss of Speech** means the total and permanent loss of the ability to speak.
- **Loss of Hearing** means the total and irreversible loss of hearing in both ears. Loss of Hearing does not include hearing loss that can be corrected by the use of a hearing aid or device.

**Paralysis** or **Paralyzed** means the permanent, total, and irreversible loss of muscle function to the whole of at least two limbs as a result of a Covered Accident or disease. This must be supported by neurological evidence.

**Severe Burn** or **Severely Burned** means a burn resulting from fire, heat, caustics, electricity, or radiation. The burn must:

- Be a full-thickness or third-degree burn, as determined by a Doctor. A **Full-Thickness Burn** or **Third-Degree Burn** is the destruction of the skin through the entire thickness or depth of the dermis (or possibly into underlying tissues). This results in loss of fluid and sometimes shock.
- Cause cosmetic disfigurement to the body's surface area of at least 35 square inches.

**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to a Specified Critical Illness. We will not pay benefits for a Specified Critical Illness that begins during the Waiting Period.

#### **Benefit Provisions**

##### **Occupational HIV Benefit**

This benefit is payable for the initial Positive Diagnosis of Occupational HIV **if** the Diagnosis results from a Covered Injury. We will pay the indicated percentages of the applicable Face Amount.

Occupational HIV Injuries are payable only once. After the benefit is paid, coverage for that Insured will terminate.

##### **Specified Critical Illness Benefit**

We will pay the Specified Critical Illness Benefit if you are Diagnosed with one of the Specified Critical Illnesses shown in the Rider Schedule **if**:

- The Date of Diagnosis is after the Waiting Period,
- The Date of Diagnosis is while this Rider is in force, **and**
- The Specified Critical Illness is not excluded by name or by specific description in this Rider.

We will pay the indicated percentages of the applicable benefit amount shown in the Rider Schedule for loss occurring while this Rider is in force. We will not pay benefits under this Rider if these conditions

result from another Specified Critical Illness. For benefits to be payable on multiple Specified Critical Illnesses, the date of loss for each Illness must be separated by at least 12 months.

### **Limitations and Exclusions**

This Plan contains a 30-day Waiting Period. This means that we will not pay benefits to an Insured who has been Diagnosed before his coverage has been in force 30 days from the Effective Date. If a Critical Illness is first Diagnosed during the Waiting Period, we will only pay benefits for loss beginning after coverage has been in force for 12 months. Or, the Insured may elect to void the Certificate from the beginning and receive a full premium refund.

### **Exclusions**

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

- **Occupational HIV** that occurred before this Rider's Effective Date and that resulted from:
  - A needle stick
  - A sharp injury
  - A mucous membrane exposure to blood
  - Bloodstained bodily fluid
- **Self-Inflicted Injuries** – injuring or attempting to injure oneself intentionally or taking action that causes oneself to become injured
- **Suicide** – committing or attempting to commit suicide, while sane or insane
- **Illegal Acts** – participating or attempting to participate in an illegal activity, or working at an illegal job
- **Participation in Aggressive Conflict** of any kind, including:
  - War (declared or undeclared) or military conflicts
  - Insurrection or riot
  - Civil commotion or civil state of belligerence
- **Illegal substance abuse, which includes:**
  - Abuse of legally-obtained prescription medication
  - Illegal use of non-prescription drugs

**No benefits will be paid for HIV contracted outside the United States.**

### **General Provisions**

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

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

**Contract**

This Rider is part of the Critical Illness Certificate. It will terminate when:

- That Certificate terminates, **or**
- Premiums are no longer paid for this Rider.

The Rider Schedule shows the premium amount. Premiums for this Rider must be paid for the number of years shown in the Rider Schedule or until the Rider terminates.

This Rider is subject to all of the terms of the Critical Illness Certificate to which it is attached unless those terms are inconsistent with this Rider.

Signed for the Company at its Home Office,



**Paul S. Amos II, President**



**J. Matthew Loudermilk, Secretary**



**Specified Critical Illness Rider Schedule**

**BENEFITS**

<b>Benign Brain Tumor</b>	100% of applicable Face Amount
<b>Coma</b>	100% of applicable Face Amount
<b>Loss of Sight, Speech or Hearing</b>	
Loss of Sight	100% of applicable Face Amount
Loss of Speech	100% of applicable Face Amount
Loss of Hearing	100% of applicable Face Amount
<b>Occupational HIV</b>	100% of applicable Face Amount
<b>Paralysis</b>	100% of applicable Face Amount
<b>Severe Burn</b>	100% of applicable Face Amount

  
**CONTINENTAL AMERICAN INSURANCE COMPANY**

2801 Devine Street, Columbia, South Carolina 29205  
800.433.3036

**DEPENDENT CHILDREN BENEFIT RIDER  
TO CERTIFICATE OF INSURANCE  
FOR CRITICAL ILLNESS**

This Rider is a part of the Certificate to which it is attached. We have issued this Rider to you because: (1) you paid the additional premium for this Rider; and (2) we relied on the application you made. Unless amended by this Rider, Certificate Definitions, other Provisions and terms apply to this Rider.

**Effective Date** - If issued at the same time as the Certificate, this Rider becomes effective when the Certificate becomes effective. If issued after the Certificate becomes effective, this Rider will have a later Effective Date, which will be shown in the Certificate Schedule. The insurance of a Dependent Child will become effective on the Rider date if such person is active on that date. Otherwise, the Effective Date will be deferred until the day following the date he becomes active.

**DEFINITIONS**

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

**YOU, YOUR** means the person named in the Certificate Schedule.

**DEPENDENT CHILD(REN)** means your natural Children, step-Children, foster Children, legally adopted Children or Children placed for adoption, who are younger than age 26.

Your natural Children born after the Effective Date of this Rider will be covered from the moment of live birth. No notice or additional premium is required.

Children for whom a decree of adoption has been entered by you and/or your Spouse (or for whom adoption proceedings have been instituted by you and/or your Spouse), shall be covered automatically from birth. A decree of adoption must be entered within one year from the date proceedings were instituted, unless extended by order of the court, and you and/or your Spouse must continue to have custody pursuant to the decree of the court.

However, if any Child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on a parent(s) for support, the above age of 26 shall not apply. Proof of such incapacity and dependency must be furnished to the Company within thirty-one (31) days following such 26th birthday.

**ACTIVE** means a Dependent Child who is not confined in a hospital and who is able to carry on regular activities customary of a person in good health of the same age and sex.

**TREATMENT** means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

## BENEFITS

If a Dependent Child contracts a Specified Critical Illness after any applicable Waiting Period and while this Rider is in force, we will provide the benefits contained in the Certificate under the Benefits Section. The appropriate benefit amounts we will pay for the Dependent are shown in the Certificate Schedule.

## LIMITATION AND EXCLUSIONS

This Rider contains a 30-day "Waiting Period". This means no benefits are payable for any covered Dependent Child who has been diagnosed before coverage has been in force 30 days from his "Effective Date." If a Dependent Child is first diagnosed during the "waiting period", benefits for treatment of that Critical Illness or Specified Procedure will apply only to loss commencing after 12 months from the "Effective Date" of his coverage; or, at your option, you may elect to void his coverage from the beginning and receive a full refund of any applicable premium.

## EXCLUSIONS

We won't pay for loss due to:

1. Intentionally self inflicted injury or action.
2. Suicide or attempted suicide while sane or insane.
3. Illegal activities or participation in an illegal occupation.
4. War - declared or undeclared or military conflicts, participation in an insurrection or riot, civil commotion or state of belligerence.
5. Substance Abuse.

## GENERAL PROVISIONS

If your Dependent Child's coverage is terminated because of marriage or attainment of the limiting age, we will still pay benefits for any covered condition that was diagnosed while the Dependent was covered under this Rider.

### TIME LIMIT ON CERTAIN DEFENSES

After two years from the effective date of coverage, no misstatements, except fraudulent misstatements, made by the applicant in the application shall be used to void the coverage or to deny a claim for confinement to a hospital for a covered specified critical illness commencing after the expiration of such two-year period.

No claim for loss incurred after two years from the effective date of coverage shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such effective date.

### CONTRACT

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

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

Signed by the Company at our Home Office.



**Paul S. Amos II, President**



**J. Matthew Loudermilk, Secretary**

  
**CONTINENTAL AMERICAN INSURANCE COMPANY**

2801 Devine Street, Columbia, South Carolina 29205  
800.433.3036

**ADDITIONAL BENEFITS FOR DEPENDENT CHILDREN RIDER  
TO CERTIFICATE OF INSURANCE FOR CRITICAL ILLNESS**

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

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

Unless amended by this Rider, all Certificate definitions, exclusions, limitations, terms, and other provisions apply. For the purpose of this Rider, “you” (including “your” and “yours”) may refer to the primary Insured or the primary Insured’s Spouse.

**Effective Date**

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

**Definitions**

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

**Dependent Children** are your natural children, step-children, legally adopted children, foster children, or children placed for adoption who are younger than age 26.

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

Coverage on a Dependent Child will terminate on the last day of the month in which the Child attains age 26. If coverage for your Dependent Child terminates, we will provide coverage for claims arising from Specified Critical Illnesses that were first Diagnosed while your Dependent Child’s coverage was in force.

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

This Rider will cover Dependent Children from the moment of live birth in the following circumstances:

- Your natural Child is born after this Rider’s Effective Date. You do not have to provide notice or pay any additional premium.

- You enter a decree of adoption for a Child, **or** you and/or your Spouse have initiated adoption proceedings for a Child. A decree of adoption must be entered within one year from the date proceedings were initiated, unless extended by order of the court. You or your Spouse must continue to have custody pursuant to the decree of the court.

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

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

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

**Specified Critical Illness** is one of the following illnesses defined below and shown in the Rider Schedule:

**Cystic Fibrosis** is a hereditary chronic disease of the exocrine glands. This disease is characterized by the production of viscid mucus that obstructs the pancreatic ducts and bronchi, leading to infection and fibrosis.

**Cerebral Palsy** is a disorder of movement, muscle tone, or posture that is caused by injury or abnormal development in the immature brain. Cerebral Palsy can be characterized by stiffness and movement difficulties, involuntary and uncontrolled movements, or a disturbed sense.

- **Spastic Cerebral Palsy** is characterized by stiffness and movement difficulties.
- **Athetoid Cerebral Palsy** is characterized by involuntary and uncontrolled movements.
- **Ataxic Cerebral Palsy** is characterized by a disturbed sense of balance and depth perception.

**Cleft Lip** occurs when there is an opening (one or two vertical fissures) in the lip. A **Cleft Palate** occurs when the two sides of a palate do not join, resulting in an opening in the roof of the mouth or soft tissue in the back of the mouth. Sometimes, an opening in the bones of the upper jaw or upper gum accompanies a Cleft Palate.

A Cleft Lip or Palate can occur on one or both sides of the face. If a Child has both a Cleft Lip and Cleft Palate or has one on each side of the face, we will pay this benefit only once.

**Down Syndrome** is a chromosomal condition characterized by the presence of an extra copy of genetic material on the 21st chromosome, either in whole or part.

**Spina Bifida** refers to any birth defect involving incomplete closure of the spine. This includes:

- **Spina Bifida Cystica**, which is a condition where a cyst protrudes through the defect in the vertebral arch.
- **Spina Bifida Occulta**, which is a condition where the bones of the spine do not close, but the spinal cord and meninges remain in place. Skin usually covers the defect.
- **Meningocele**, which is a condition where the tissue covering the spinal cord sticks out of the spinal defect, but the spinal cord remains in place.
- **Myelomeningocele**, which is a condition where the unfused portion of the spinal column allows the spinal cord to protrude through an opening. The meningeal membranes that cover the spinal cord form a sac enclosing the spinal elements.

## Benefit Provisions

While this Rider is in force, if a Dependent Child is Diagnosed with a covered Critical Illness or Specified Critical Illness after any applicable Waiting Period, we will pay the benefit amounts shown in the Dependent Child Benefit Rider Schedule.

## Limitations and Exclusions

This Plan contains a 30-day Waiting Period. This means that we will not pay benefits for a Dependent Child who has been Diagnosed before the Dependent Child's coverage has been in force 30 days from the Effective Date. If a Critical Illness is first Diagnosed during the Waiting Period, we will only pay benefits for loss beginning after coverage has been in force for 12 months. Or, the Insured may elect to void the Certificate from the beginning and receive a full premium refund.

### Exclusions

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

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

## General Provisions

### Time Limit on Certain Defenses

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

### Contract

This Rider is part of the Critical Illness Certificate. It will terminate when:

- The Certificate terminates,
- Premiums are no longer paid for this Rider, or
- The covered Dependent Child reaches age 26 (details in the **Definitions** section under Dependent Children).

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

Signed for the Company at its Home Office,



**Paul S. Amos II, President**



**J. Matthew Loudermilk, Secretary**



# CONTINENTAL AMERICAN INSURANCE COMPANY

Columbia, South Carolina  
800.433.3036

Please call the toll-free number above with any questions about this coverage.

## **Amendment to Childhood Conditions Rider for Group Critical Illness**

This Amendment is subject to all of the provisions of the Policy, Certificate, and Rider to which it is attached. Additions or changes have been made to the Rider and are indicated below.

The benefits are available to covered Dependent Children as defined in your Certificate. Diagnosis must occur while the Rider is in force.

### **Effective Date**

If issued at the same time as the Rider, this Amendment becomes effective when the Rider becomes effective. If issued after the Rider, this Amendment will have a later Effective Date.

### **Definitions**

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

*Date of Diagnosis* is defined as follows:

- **Autism Spectrum Disorder:** The date a Doctor Diagnoses a Dependent Child as having Autism Spectrum Disorder and where such Diagnosis is supported by medical records.

**Autism Spectrum Disorder** is a biological based neurodevelopment disorder characterized by impairment in two major domains:

- Deficits in social communication and interaction; and
- Restricted repetitive patterns of behavior, interests, and activities.

A Doctor must Diagnose Autism Spectrum Disorder based on DSM-V diagnostic criteria. The Diagnosis must include the DSM-V severity level specifier for both major domains listed above.

### **Benefit Provision**

We will pay the benefit shown on the Rider Schedule if a Dependent Child is first Diagnosed with Autism Spectrum Disorder and if the Date of Diagnosis is while this Amendment is in force. If there are multiple DSM-V severity levels, we will pay the benefit for the highest level of severity. No benefit is payable if the DSM-V severity level is less than Level 1.

**Payment of the benefit contained in this Amendment is subject to the Critical Illness Benefit provisions in your Certificate.** The benefit contained in this Amendment is considered to be a Critical Illness as defined in your Certificate.

### **CONTRACT**

This Amendment is part of the Policy, Certificate, and Rider and will terminate when the Policy, Certificate, or Rider terminates.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary

## **BENEFIT SCHEDULE**

<b>Cystic Fibrosis</b>	50% of the Employee Benefit Amount Elected
<b>Cerebral Palsy</b>	50% of the Employee Benefit Amount Elected
<b>Cleft Lip or Cleft Palate</b>	50% of the Employee Benefit Amount Elected
<b>Down Syndrome</b>	50% of the Employee Benefit Amount Elected
<b>Spina Bifida</b>	50% of the Employee Benefit Amount Elected
<b>Autism Spectrum Disorder</b>	\$3,000



## **NOTICE OF PRIVACY PRACTICES – PROTECTED HEALTH INFORMATION**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.** The terms of this Notice of Privacy Practices – Protected Health Information (“Notice”) apply to Protected Health Information (defined below) associated with Health Plans (defined below) issued by American Family Life Assurance Company of Columbus, American Family Life Assurance Company of New York, Continental American Insurance Company (CAIC), and Continental American Life Insurance Company (collectively, “we,” “our,” or “Aflac”). This Notice describes how CAIC may use and disclose Protected Health Information to carry out payment and health care operations, and for other purposes that are permitted or required by law.

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to maintain the privacy of Protected Health Information and to provide our policyholders and certificateholders with notice of our legal duties and privacy practices concerning Protected Health Information. In the event applicable law, other than HIPAA, prohibits or materially limits our uses and disclosures of Protected Health Information, as set forth below, we will restrict our uses or disclosure of your Protected Health Information in accordance with the more stringent standard. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all Protected Health Information maintained by us. If we make material changes to our privacy practices, we will mail copies of revised notices to all policyholders and certificateholders then covered by a Health Plan. Copies of our current Notice may be obtained by contacting CAIC at the telephone number or address below, or on our Web site at [www.aflacgroupinsurance.com](http://www.aflacgroupinsurance.com).

### **DEFINITIONS**

**Health Plan** means, for purposes of this Notice, the following plans issued by CAIC: dental, specified disease (e.g., cancer), hospital indemnity and other coverages that meet the definition of Health Plan contained in HIPAA. The following products are not considered Health Plans: coverage only for accident, or disability income insurance, or any combination thereof, life insurance, and other coverages that do not meet the definition of Health Plan contained in HIPAA.

**Protected Health Information (“PHI”)** means individually identifiable health information, as defined by HIPAA, that is created or received by CAIC and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased, unless the person has been deceased more than 50 years.

### **USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION**

The following categories describe different ways that we use and disclose PHI. For each category of uses and disclosures we will explain what we mean and, where appropriate, provide examples for illustrative purposes. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted or required to use and disclose PHI will fall within one of the categories.

**Uses and Disclosures for Payment** – We may make requests, uses, and disclosures of your PHI as necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims. We may also disclose your PHI for the payment purposes of a health care provider or another Health Plan.

**Uses and Disclosures for Health Care Operations** – We may use and disclose your PHI as necessary for our health care operations. Examples of health care operations include underwriting, premium rating, or other activities relating to the creation, renewal, or replacement of a Health Plan, reinsurance, compliance, auditing, rating, business management, quality improvement and assurance, and other functions related to your Health Plan. Unless permitted by HIPAA, we are prohibited from using or disclosing your PHI that is genetic information for underwriting purposes.

**Family and Friends Involved in Your Care** – If you are available and do not object, we may disclose your PHI to your family, friends, and others who are involved in your care or payment of a claim. If you are unavailable or incapacitated and we determine that a limited disclosure is in your best interest, we may share limited PHI with such individuals. For example, we may use our professional judgment to disclose PHI to your spouse concerning the processing of a claim. If you do not wish CAIC to share PHI with your spouse or others, you may exercise your right to request a restriction on CAIC's disclosures of your PHI (see below).

**Business Associates** – Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these outside persons and organizations include our duly-appointed insurance agents and vendors that help us process your claims. At times it may be necessary for us to provide certain of your PHI to one or more of these outside persons or organizations.

**Other Products and Services** – We may contact you to provide information about other health-related products and services that may be of interest to you. For example, we may use and disclose your PHI for the purpose of communicating to you about our health insurance products that could enhance or substitute for existing Health Plan coverage, and about health-related products and services that may add value to your Health Plan.

**Other Uses and Disclosures** – We may make certain other uses and disclosures of your PHI without your authorization:

- We may use or disclose your PHI for any purpose required by law. For example, CAIC may be required by law to use or disclose your PHI to respond to a court order.
- We may disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations.
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.
- We may disclose your PHI if authorized by law to a government oversight agency (e.g., a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- We may disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for cadaveric organ, eye or tissue donation.
- We may use or disclose your PHI for research purposes, but only as permitted by law.
- We may use or disclose PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services, and we may also disclose your PHI for other specialized government functions such as national security or intelligence activities.
- We may disclose your PHI to workers' compensation agencies for your workers' compensation benefit determination.
- We will, if required by law, release your PHI to the Secretary of the Department of Health and Human Services for enforcement of HIPAA.

**Your Authorization** – Except as outlined above, we will not use or disclose your PHI unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing except to the extent that we have taken action in reliance upon the authorization or that the authorization was obtained as a condition of obtaining insurance, and we have the right, under other law, to contest a claim under the plan itself.

- The following are examples of when your authorization would be required prior to use and disclosure:
  - Most uses and disclosures of your psychotherapy notes.
  - Uses and disclosures of your PHI for marketing purposes.
  - Uses and disclosures that constitute a sale of PHI.

**Breach of Unsecured PHI** – If CAIC or a Business Associate of CAIC causes a breach to occur that involved your unsecured PHI, we are required by law to notify you of the incident.

## **RIGHTS THAT YOU HAVE**

**Access to Your PHI** – You have the right to copy and/or inspect certain PHI that we maintain about you. Certain requests for access to your PHI must be in writing, must state that you want access to your PHI and must be signed by you or your representative (e.g., requests for medical records provided to us directly from your health care provider). We must provide you with access to your PHI in the form or format requested by you, if it is readily producible in such form or format, or, if not, in a form or format agreed upon by you and CAIC. Access request forms are available from CAIC at the address below. We may charge you a fee for copying and postage.

**Amendments to Your PHI** – You have the right to request that PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. To be considered, your amendment request must be in writing, must be signed by you or your representative, and must state the reasons for the amendment/correction request. Amendment request forms are available from CAIC at the address below.

**Accounting for Disclosures of Your PHI** – You have the right to receive an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. To be considered, your accounting requests must be in writing and signed by you or your representative. Accounting request forms are available from CAIC at the address below. The first accounting in any 12-month period is free; however, we may charge you a fee for each subsequent accounting you request within the same 12-month period.

**Restrictions on Use and Disclosure of Your PHI** – You have the right to request restrictions on certain of our uses and disclosures of your PHI for insurance payment or health care operations, disclosures made to persons involved in your care, and disclosures for disaster relief purposes. For example, you may request that we not disclose your PHI to your spouse. Your request must describe in detail the restriction you are requesting. HIPAA does not require us to agree to your request but we will accommodate reasonable requests when appropriate. We retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction. Requests for a restriction (or termination of an existing restriction) may be made by contacting CAIC at the telephone number or address below.

**Request for Confidential Communications** – You have the right to request that communications regarding your PHI be made by alternative means or at alternative locations. For example, you may request that messages not be left on voice mail or sent to a particular address. We are required to accommodate reasonable requests if you inform us that disclosure of all or part of your information could place you in danger. Requests for confidential communications must be in writing, signed by you or your representative, and sent to CAIC at the address below.

**Right to a Copy of the Notice** – You have the right to a paper copy of this Notice upon request by contacting CAIC at the telephone number or address below.

**Complaints** – If you believe your privacy rights have been violated, you can file a complaint with CAIC in writing at the address below. You may also file a complaint in writing with the Secretary of the U.S. Department of Health and Human Services in Washington, D.C., within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

## **FOR FURTHER INFORMATION**

If you have questions or need further assistance regarding this Notice, you may contact CAIC's Privacy Office by writing to: CAIC, Attn: Privacy Office, P.O. Box 427, Columbia, SC 29202, or by calling 1-800-433-3036.

## **EFFECTIVE DATE**

This Notice is effective August 16, 2013.

Continental American Insurance Company (CAIC), a proud member of the Aflac family of insurers, is a wholly-owned subsidiary of Aflac Incorporated and underwrites group coverage. CAIC is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups situated in California, coverage is underwritten by Continental American Life Insurance Company. For groups situated in New York, coverage is underwritten by American Family Life Assurance Company of New York.

Continental American Insurance Company • 2801 Devine Street • Columbia, South Carolina 29205 1-800-433-3036 toll-free

## **PRIVACY PRACTICES**

Protecting the privacy and confidentiality of information about our customers is very important to American Family Life Assurance Company of Columbus, American Family Life Assurance Company of New York, Continental American Insurance Company (CAIC), and Continental American Life Insurance Company collectively, "Aflac"). Accordingly, we strive to comply with each of the following practices in everything we do:

- **We do not sell, rent, lease or otherwise disclose personal information of our customers for purposes unrelated to our products and services.** The personal information of our customers is of paramount importance to us. Therefore, we provide this information only to our employees, agents and third parties as required to allow them to help us develop and provide our insurance and employee benefit products and services.
- **We work to ensure information integrity and security.** We use technology tools and design our business practices to help ensure that the personal information of our customers is properly gathered, stored and processed. We also work to maintain the security of, and internal and external access to, the personal information of our customers through the use of technology and our business practices.
- **We expect our agents and employees to respect the personal information of our customers.** Aflac has business policies and practices in place to help ensure that our employees and agents carry out these practices and otherwise protect personal information about our customers. Both employees and agents are subject to censure, dismissal, or termination for violation of these policies.

These Privacy Practices apply to our U.S. customers. Due to legal and cultural differences, our practices may vary outside the United States.

## **PRIVACY NOTICE**

Aflac and our agents provide this notice to let you know about the current privacy practices of Aflac and our agents. **You do not need to do anything in response to this notice. This notice is merely to inform you about how we safeguard your information.**

### **Collection of Information**

As part of Aflac's normal underwriting and operating procedures, Aflac (and our agents acting on our behalf) needs to obtain information to determine an individual's eligibility for our products and services, and to perform our insurance functions. Aflac and our agents may collect nonpublic personal information (which includes both nonpublic personal financial information and nonpublic personal health information) about Aflac's customers, including:

- Information from our customers (including names, addresses, financial and health information).
- Information about the customers' transactions with Aflac or our agents (including claims and payment information).
- Information from consumer reporting agencies (including creditworthiness and credit history); motor vehicle records agencies (including accident reports and violations); investigators (including information regarding general character and participation in hazardous activities); insurance support organizations such as the Medical Information Bureau, Inc. (including claims, and health and insurance application histories); and the customers' health care providers (including health history), employers (including salary and benefits information), and family members.

### **Disclosure of Information**

Aflac may disclose the nonpublic personal financial information we collect, as described above, as well as information about your transactions with us (such as your plan coverage, premiums, and payment history) to our agents or other third parties who perform services or functions on our behalf, including in some circumstances the marketing of Aflac products. We may also disclose the nonpublic personal financial information we collect to other third parties as authorized by you, or as required or permitted by law.

Our agents will make disclosures of our customers' nonpublic personal financial information only while acting on Aflac's behalf and, furthermore, will make such disclosures only as Aflac itself is permitted to make.

Neither Aflac nor our agents will use or share with other parties any nonpublic personal health information about Aflac customers for any purpose other than disclosures for the performance of insurance functions by Aflac or on our behalf, disclosures that are permitted or required by law, or disclosures that the customer has authorized.

Neither Aflac nor our agents will further disclose any nonpublic personal information about a former customer of Aflac other than as may be required or permitted by law.

### **Confidentiality and Security**

Aflac and our agents will safeguard, according to strict standards of security and confidentiality, any information we collect, receive or maintain about Aflac's customers. Aflac maintains administrative, technical, and physical safeguards to ensure the security and confidentiality of our customer information and records, to protect against anticipated threats or hazards to such records, and to protect against unauthorized access to or use of such information or records.

Internally, Aflac limits access to our customers' information to only those employees who need access to the information to perform their job functions. Employees who misuse information are subject to disciplinary actions. Externally, we do not disclose customer information to any third parties unless we have previously informed the customer of the disclosure, have been authorized to do so by the customer, or are required or permitted to make the disclosure by law or our regulators.

### **NOTICE OF INFORMATION PRACTICES**

Arizona, California, Connecticut, Georgia, Illinois, Maine, Massachusetts, Minnesota, Nevada, New Jersey, North Carolina, Ohio, Oregon, and Virginia require insurers and agents to describe their information practices in addition to providing a Privacy Notice. There is significant overlap between the two notices, but in general our Information Practices include the following: Aflac may obtain information about you and any other persons proposed for insurance. Some of this information will come from you and some may come from other sources. That information and any other subsequent information collected by Aflac may in some circumstances be disclosed to third parties without your specific consent. Residents of these states have the right to access and correct the information collected about them except information that relates to a claim or to a civil or criminal proceeding. They also have the right to receive the specific reason for an adverse underwriting decision in writing. If you wish to have a more detailed explanation of our information practices required by your state, please submit a written request to: Continental American Insurance Company, ATTN: Privacy Office, P.O. Box 427, Columbia, SC 29202.

### **NOTICE OF PRIVACY PRACTICES - PROTECTED HEALTH INFORMATION**

If you would like a copy of Aflac's Notice of Privacy Practices - Protected Health Information, issued pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), copies are available by sending a written request to: Continental American Insurance Company, ATTN: Privacy Office, P.O. Box 427, Columbia, SC 29202.

Continental American Insurance Company (CAIC), a proud member of the Aflac family of insurers, is a wholly-owned subsidiary of Aflac Incorporated and underwrites group coverage. **Aflac** is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups situated in California, coverage is underwritten by Continental American Life Insurance Company. For groups situated in New York, coverage is underwritten by American Family Life Assurance Company of New York.

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