

P.O. Box 100102, Columbia, SC 29202-3102 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666 803-735-1251 • 800-753-0404 CompanionLife.com

Dear Group Administrator:

Enclosed, you will find important insurance document(s). These documents could include member certificates and/or dental cards. These certificates and/or cards have been produced for one of the following reasons:

- Adding New Members
- Change in Group Number
- Change in Member Status
- Duplicate Identification Number
- Name Change
- Original Was Lost or Destroyed
- Request for Replacement
- Salary Update

FILED

JUL 0 8 REC'D

AUDITOR, HAND CO., AD.

At Companion Life, we are committed to provide excellence in service and products. Please do not hesitate to call us with any questions you may have. We can be reached by phone at 1-(800)-753-0404, extension #45924. We appreciate your business and anticipate a lasting business relationship.

Sincerely,

Customer Service Department

You can now pay your bill on line **and** maintain your group on line! Visit our website www.companionlife.com and "click on" the Group Administrator big orange box button. Then select My Benefits Companion, and as a New User, request an access code. It's that easy!

 $= \left(\frac{1}{2} \left(\frac{1}{2} \frac{1}{2} \right) - \frac{1}{2} \left(\frac{1}{2} \right) + \frac{1}{2} \left(\frac{1}{2} \frac{1}{2} \right) - \frac{1}{2} \left(\frac{1}{2} \frac{1}{2} \right) + \frac{1}{2} \left(\frac{1}{2} \frac{1}{2} \right) +$



COMPANION LIFE INSURANCE COMPANY

7909 PARKLANE ROAD, SUITE 200, COLUMBIA, SC 29223-5666 PO Box 100102, Columbia, SC 29202-3102 (803) 735-1251

(Herein called Companion Life)

Certifies that it has issued the group insurance policy shown below and, subject to the terms of that policy you, the Insured, are eligible.

This certificate is merely evidence of your insurance under the Policy, and all matters pertaining to such insurance are subject to the terms and conditions of the Policy. This certificate replaces any certificate previously issued to the employee by Companion Life under the Policy.

Policy Number:

926-05-78348-000

Policyholder:

HAND COUNTY

415 W 1ST

MILLER, SD 57362

FILED

JUL 8 2019

AUDITOR, HAND CO., S.D.

Certificate Date:

07/01/2019

Certificate Number:

As Shown on Application

Insured Employee:

As Shown on Application

SCHEDULE OF BENEFITS

Please refer to page 0.2.

PLEASE READ YOUR CERTIFICATE CAREFULLY.

J. Philip Gardham

President

TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CERTIFICATE
Renewal at Option of Companion Life
(Non-Participating)

•

SCHEDULE OF BENEFITS

| BASIC TERM LIFE BENEFIT: | \$15,000.00 |
|---|--------------|
| BASIC AD&D PRINCIPAL SUM: | \$15,000.00 |
| SUPPLEMENTAL TERM LIFE BENEFIT: | NOT PROVIDED |
| SUPPLEMENTAL AD&D PRINCIPAL SUM: | NOT PROVIDED |
| DEPENDENT LIFE BENEFIT: | NOT PROVIDED |
| SHORT TERM DISABILITY TOTAL DISABILITY BENEFIT: | NOT PROVIDED |
| VOLUNTARY SHORT TERM DISABILITY BENEFIT: | NOT PROVIDED |

The original amount of Term Life insurance and the principal sum for Accidental Death and Dismemberment Insurance, if provided, shall each reduce by 35% at age 65, 50% at age 70, and then 75% at age 75. Benefits terminate at retirement.

If insurance amounts are based on annual earnings, then Companion Life will determine the benefit amounts using the earnings information most recently reported to Companion Life prior to the date of loss.

CERTIFICATE GUIDE

| SECTION NUMBER | SECTION NAME | BEGINNING PAGE NUMBER |
|-------------------|--|--------------------------|
| | Certificate Face Page | 0.1 |
| | Schedule of Benefits | 0.2 |
| | Certificate Guide | 0.3 |
| 1 | Actively at Work Provision | . 1.1 |
| 2 | Definitions | 2.1 |
| 3 | Term Life Insurance Benefit | 3.1 |
| 4 | Accidental Death & Dismemberment Benefit | 4.1 |
| 5 | Dependent Life Insurance Benefit | 5.1 |
| 6 | Beneficiary and Settlement Options | 6.1 |
| 7 | Assignment | 7.1 |
| 8 | Short Term Disability Benefit | 8.1 |
| 9 | Change of Class or Earnings | 9.1 |
| 10 | When Individual Insurance Begins | 10.1 |
| 11 | When Individual Insurance Ends | 11.1 |
| 12 | Claim Provisions | 12.1 |
| 13 | General Provisions | 13.1 |

ACTIVELY AT WORK PROVISION

"Active, Full-Time Employee" means an employee who performs all of the duties of his or her job with the Policyholder. This job may be at either:

- 1. the Policyholder's normal place of employment; or
- at some other place to which the regular business operations of the Policyholder require that person to go.

"Full-time", means an employee must be:

- 1. scheduled to work for the Policyholder at least 30 hours each week; and
- 2. on the regular payroll of the Policyholder for that work.

"Active work" is work performed as an active, full-time employee. "Actively at work" means being engaged at active work.

DEFINITIONS

"Earnings" means the Insured's rate of earnings from the Policyholder in effect immediately prior to the date a claim begins. It does not include bonuses, overtime pay and other extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date a claim begins.

"Total Disability" or "Totally Disabled" means any disability that:

- 1. Begins while this Policy is in force as to the Insured.
- 2. Results from injury or sickness.
- 3. Prevents the Insured from performing, with reasonable continuity and in the usual and customary manner, the substantial and material acts of the Insured's occupation, business or profession.
- 4. Requires the Insured to be under the regular care and attendance of a licensed physician.

"Schedule of Benefits" means the description of benefits set forth on the face page of this Certificate.

"Insured" means an eligible employee who is insured under the Policy.

"Insured Dependent" means an Insured's eligible spouse and/or child(ren) who are insured under the Policy, if the Policy provides Dependent Life Insurance.

"The date the Insured retires" or "retirement" means the effective date of the Insured's;

- retirement pension benefits under any plan of a federal, state, county or municipal retirement systems, if such pension benefits include any credit for employment with the Policyholder;
- 2. retirement pension benefits under any plan which the Policyholder sponsors, or makes or has made contributions;
- 3. retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

"Physician" means a medical doctor or surgeon licensed to render services in accordance with the laws of the state where such services are rendered. The term "physician" will also include a licensed medical practitioner whose services are required by law to be recognized on the same basis as if they had been performed by a licensed medical doctor. Such practitioner must be acting within the scope of his or her license. Physician does not include the Insured; or a member of the Insured's immediate family (spouse, daughter, son, father, mother, sister, or brother).

TERM LIFE INSURANCE BENEFIT

\$15,000.00

If an Insured dies while insured under this Policy, Companion Life will pay the applicable Life Insurance Benefit shown in the Schedule of Benefits

Part 1

CONTINUATION OF BASIC TERM LIFE INSURANCE BENEFIT DURING TOTAL DISABILITY

EXTENSION OF BASIC TERM LIFE INSURANCE BENEFIT

In the event of termination of employment, a death benefit will be paid if the Insured dies while Totally Disabled provided that the disability:

- 1. began while the person was both insured under this Policy and under age 60; and
- 2. has been continuous until death; and
- 3. began within 12 months of the date of death.

WAIVER OF BASIC TERM LIFE INSURANCE PREMIUM BENEFIT

If an Insured becomes Totally Disabled, prior to age 60, Companion Life will waive premium for the Basic Term Life Insurance Benefit. The waiver of premium will begin on the first of the month following 12 consecutive months of Total Disability. The Insured must file written notice within 12 months after the date of Total Disability to be eligible for this benefit.

With respect to the Insured, this Waiver of Premium Benefit shall end on the earliest of the following:

- 1. on the date the Insured's Total Disability ends;
- 2. on the 91st day after Companion Life requests proof of continuous Total Disability, provided the Insured fails to furnish Companion Life with such proof during such 91 day period;
- 3. on the Premium Due Date immediately prior to the Insured's 65th birthday;
- 4. on the effective date of any individual life insurance policy obtained in accordance with Part 2, Right to Convert;
- on the date the Insured retires.

AMOUNT OF BASIC TERM LIFE INSURANCE BENEFIT CONTINUED

The Basic Term Life Insurance Benefit which is continued during Total Disability is the applicable amount of Basic Term Life Insurance in force as to the Insured on the date such Insured's Total Disability begins (subject to any reductions shown in the Schedule of Benefits).

This Continuation of Basic Term Life Insurance Benefit During Total Disability does not apply to the Accidental Death and Dismemberment Benefit.

Part 2

RIGHT TO CONVERT

If an Insured is no longer eligible for part or all of the Life Insurance Benefit provided by this Policy, such Insured is entitled to apply to Companion Life for an individual policy of life insurance, without submitting evidence of insurability provided:

- 1. The policy applied for:
 - A. is a type of individual life policy, other than term or universal life, then being issued by Companion Life, and
 - B. does not include Accidental Death and Dismemberment, Short Term Disability or other Supplemental benefits; and
- 2. The amount of life insurance applied for under such individual life policy is in accordance with the **Amount To Convert** provision below; and
- 3. The Insured agrees to pay the premium for such individual life policy. The premium will be based on the following, as of the effective date of such individual life policy;
 - A. Companion Life's usual rate for the amount and type of individual life policy:
 - B. the Insured's attained age; and
- 4. The Insured applies and pays the first premium for such individual life policy within 31 days following termination or reduction of the Life Insurance Benefit under this Policy. Such individual life policy will become effective on the first day following the end of such 31 day period

AMOUNT TO CONVERT

This conversion privilege is allowed for the Term Life Insurance that ceases as described in items 1. and 2.

- The Insured may convert all or part of the amount of Life Insurance Benefit the Insured is no longer eligible for due to;
 - A. reductions resulting from attainment of a specific age, as shown in the Schedule; or
 - B loss of the individual eligibility
- 2. If the Insured has been insured under this Policy for at least 5 years, the lesser of the amounts shown in (i) or (ii) below may be converted if the Insured is no longer eligible due to:
 - A. termination of this Policy; or
 - B. termination of the class of Insureds to which the Insured belongs; or
 - C. reduction of benefits for the class of Insureds to which the Insured is a member
 - (i) \$10,000, or
 - (ii) All or part of the amount for which the Insured is no longer eligible. This amount will be reduced by the amount of any life insurance for which the Insured becomes eligible to receive under a group policy issued or reinstated by Companion Life or any other insurer during the thirty-one day period immediately following termination of insurance under this Policy.

If the Insured dies during the conversion period the maximum amount of Term Life Insurance which the Insured would have been entitled to have issued shall be payable as a claim under this Policy; whether or not application for the individual policy or the payment of the first premium has been made.

The rights or benefits granted under this provision are in lieu of any other rights or benefits granted under this Policy.

Part 3

SUICIDE EXCLUSION

With respect to the Life Insurance Benefit, in the event an Insured, while sane or insane (in Missouri while sane), dies from intentionally self-inflicted injuries or any attempts thereat, within two years from the effective date of coverage, Companion Life's liability shall be only to return premiums paid under this Policy as to such Insured

The Suicide Exclusion will not apply to the Insured who:

- 1. is actively at work on the effective date of this Policy; and
- 2. was insured for Group Life Insurance under the prior carrier's policy on its termination date.

Part 4

THE ACCELERATED BENEFITS PROVISION

THE BENEFIT

The Insured with a medically determined terminal condition would be eligible to receive the following accelerated benefit:

Seventy Five percent (75%) of the Basic Term Life Insurance benefit in effect on the Insured's last day of active work up to a maximum insured amount of \$133,400. The maximum payable under this benefit is \$100,000.

An "Accelerated Benefit" covered under this Policy is a benefit payable;

- 1. to the Insured. If, during his or her lifetime, the Insured sustains a terminal condition, as defined in this provision, the Insured or his or her legal representative may request a lump-sum accelerated death benefit payable once during the lifetime of the Insured, and
- 2. which reduces the death benefit otherwise payable under this Policy, and
- 3. which is payable upon the occurrence of a single qualifying event which results in the payment of a benefit amount fixed at the time of acceleration.

TAX TREATMENT

Benefits paid under this provision may be taxable. The Insured or his or her beneficiary may incur a tax obligation. As with all tax matters, an Insured should consult with his or her personal tax advisor and/or attorney.

DEFINITION OF TERMINAL CONDITION

"Terminal Condition" means that the Insured has a medically determinable condition with no reasonable prospect of cure which can be expected to result in death within 12 months of the date of disability. The proof of Terminal Condition satisfactory to Companion Life must be certified by the Insured's attending physician and one other physician.

Companion Life reserves the right to have the Insured examined at its expense by one or more physicians of its

choice in connection with a request for Accelerated Death Benefit for Terminal Condition.

ELIGIBILITY REQUIREMENTS

All eligible actively at-work full time employees who have been covered under the Basic Term Life Insurance are eligible for the Accelerated Benefit. The benefit terminates at the earliest of:

- 1. when the Insured's Basic Term Life terminates, or
- 2. at attained age 70, or
- 3. at retirement from employment.

In order to be eligible for this benefit, the Insured must have been continuously covered for at least one year under this Policy prior to sustaining a terminal condition, or covered under this Policy from the Policy Effective Date.

EFFECTIVE DATE OF THE ACCELERATED BENEFITS

The Accelerated Benefit provision shall be effective for accidents on the Policy Effective Date. The Accelerated Benefit provision shall be effective for illness thirty (30) days following the Policy Effective Date.

EXCLUSIONS AND LIMITATIONS

The Accelerated Benefit will not apply:

- to any self-inflicted injuries or suicide attempts;
- 2. to any Supplemental Term Life Insurance benefits, including Dependent Life, nor to any Accidental Death and Dismemberment benefits:
- 3. if an Insured is totally disabled on his or her Effective Date of coverage;
- 4. to a Basic Term Life Insurance benefit that has been assigned;
- 5. to a Basic Term Life Insurance benefit payable to an irrevocable beneficiary;
- to a Basic Term Life Insurance benefit with a face amount of less than \$10,000;
- 7. if the required Basic Term Life Insurance premium is due and unpaid.

CONVERSION

The amount of Basic Term Life Insurance that may be converted is the Insured's Basic Term Life Insurance reduced by the Accelerated Benefit amount paid.

REDUCTIONS

If a benefit reduces in accordance with a reduction provision the total amount payable to the Insured will not be affected by the advanced payment.

FREQUENCY

Only one Accelerated Benefit payment will be made to an Insured.

TERMINATION

This provision will terminate for the Insured on the earliest of the following dates:

- 1. the date the Policyholder terminates coverage under this Policy;
- 2. the date this Policy terminates;
- 3. the date the Insured retires;
- 4. the date the Insured dies;
- 5. the date the Insured receives an Accelerated Benefit payment; or
- 6. the date the Insured continues coverage under the Conversion Provisions of this Policy.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

\$15,000.00

Part 1

If an Insured suffers any of the following losses, Companion Life will pay the indicated percentage of the Principal Sum, provided such loss:

- 1. results from Injury and independently of all other causes, which injury is caused by an accident that occurs while this benefit is in force as to the Insured; and
- 2. occurs within 90 days of that accident. The Principal Sum is shown in the Schedule of Benefits.

| Loss of Life | 100% |
|--|------|
| Loss of Both Hands or Both Feet | 100% |
| Loss of Entire Sight of Both Eyes | 100% |
| Loss of One Hand and One Foot | 100% |
| Loss of One Hand and the Entire Sight of One Eye | 100% |
| Loss of One Foot and the Entire Sight of One Eye | 100% |
| Loss of One Hand or One Foot | 50% |
| Loss of Entire Sight of One Eye | 50% |

"Loss" as above used means:

- 1. with reference to hand or foot, complete loss of the use of the hand, or foot; and
- 2. with reference to eye, irrecoverable loss of the entire sight thereof.

If the Insured suffers more than one of the above losses as a result of the same accident, the benefit provided under this provision will be paid only for the greatest loss.

If loss of Life results while an Insured was riding as a fare-paying passenger in or upon a public conveyance being operated by a licensed common carrier for passenger service, the Accidental Death benefits provided under the Policy will be increased. The additional benefit payable will be the lesser of:

- 100% of the Principal Sum shown in the Schedule of Benefits; or
- 2. \$100,000.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT EXCLUSIONS

This Policy does not provide benefits for any loss caused by, contributed to by, or resulting from:

- 1. Declared or undeclared war or any act of war;
- 2. Service in the armed forces of any country or international authority:
- 3. Suicide or intentionally self-inflicted injury whether the Insured was sane or insane (in Missouri while sane) at the time of the suicide or injury;
- 4. Flying in an aircraft owned, operated, leased or chartered by the Policyholder:

- 5. Participation in, or in consequence of having participated in, the commission of any felony;
- 6. Sickness or disease, ptomaine or bacterial infection (except infections occurring through an accidental cut or wound);
- 7. Intentionally taking a narcotic, drug, barbiturate, hallucinogenic drug, alcohol or any combination of these when not part of a professional medical treatment plan.

The Accidental Death and Dismemberment Benefit is not available to Insured Dependents.

Part 2

SEAT BELT BENEFIT

The Accidental Death benefits provided under this Policy will be increased if, as a result of driving or riding in a private passenger automobile, the Insured dies as a result of an automobile accident.

The additional benefit payable will be the lesser of:

- 1. 100% of the Principal Sum shown in the Schedule of Benefits; or
- 2. \$10,000.

CONDITIONS

Companion Life must receive proof that:

- 1. the Insured was insured for Accidental Death and Dismemberment benefits under this Policy; and
- 2. according to the official vehicle accident report, the Insured was wearing a properly installed seat belt or lap and shoulder restraint, or any other National Highway Traffic Safety Administration approved restraint at the time of the accident.

EXCLUSION

This additional benefit will not be paid if:

- 1. the Insured was driving while impaired by alcohol or drugs; or
- 2. the driver of the automobile, in which the Insured was riding, was driving while impaired by alcohol or drugs.

DEFINITION

A "private passenger automobile" is a four-wheel private passenger car, station wagon, van, truck or jeep-type automobile. It is not:

- 1. a taxi, bus or any other vehicle being used for public conveyance;
- 2. used in off-road activities; or
- 3. used in testing, racing or endurance contests, either amateur or professional.

PART 3

PAYMENT OF BENEFITS

Upon receipt of due proof of loss, the Accidental Death and Dismemberment benefit will be paid to the Insured, if living; otherwise, to the beneficiary. All Claim Provisions and Beneficiary and Settlement Provisions apply to this coverage.

DEPENDENT LIFE INSURANCE BENEFIT NOT PROVIDED

BENEFICIARY AND SETTLEMENT OPTIONS

PART 1

BENEFICIARY DESIGNATION

The beneficiary or beneficiaries of an Insured shall be that person or persons indicated on the Insured's individual application for insurance. This application will be filed with the Policyholder. The beneficiary of an Insured Dependent, if this Policy provides Dependent Life Insurance, shall be the Insured.

PART 2

CHANGE OF BENEFICIARY

Unless the Insured has made an irrevocable assignment of benefits, the beneficiary may be changed by sending a written request to the Home Office of Companion Life. When such request is received by Companion Life, the change of beneficiary shall take effect as of the date of execution of the written request, but without prejudice to Companion Life on account of any payment previously made by Companion Life.

PART 3

CONSENT OF BENEFICIARY

If the Insured does initially name the spouse as beneficiary, Companion Life will require written consent of the spouse to name or change the beneficiary in community property states.

PART 4

PREFERENTIAL BENEFICIARY

If the Insured has died and no beneficiary is living or named, Companion Life may, at its option, pay the benefits to the Insured's estate or to the following surviving relatives of the Insured:

The Insured's:

- 1. Spouse;
- 2. Child or children;
- Parent(s);
- 4. Brothers and sisters; or
- 5. Executors or administrators.

Companion Life will not be liable to the extent of any payment so made, unless it receives written notice of a valid claim by some other person before payment is made.

PART 5

MINOR BENEFICIARY

If the beneficiary is a minor or, in the opinion of Companion Life, is not able to give valid release for any payment due, Companion Life may, at its option and until claim is made by the duly appointed guardian, pay the benefit to the person or entity who appears to have assumed the care and support of the beneficiary. Benefits in this event will be made in monthly payments of not more than \$50 each.

Companion Life will not be liable to the extent of any payment so made in good faith.

PART 6

MORE THAN ONE BENEFICIARY

If the Insured has named more than one beneficiary, the applicable amount of insurance shall be paid to the beneficiaries who survive the Insured, in equal shares, unless the Insured has specified a different proportion.

PART 7

NO BENEFICIARY

If the beneficiary predeceases the Insured or if the Insured does not designate a beneficiary, then the applicable amount of life insurance will be paid to the estate of the Insured.

PART 8

SETTLEMENT OPTIONS

An Insured may elect or change a settlement option by filing a written request with Companion Life. The settlement options available will be those offered by Companion Life when the option is chosen. If an Insured does not request a settlement option, the beneficiary may do so after the Insured's death.

ASSIGNMENT

- 1. The Insured may make an irrevocable assignment of interest under this Policy. The assignment:
 - A. must be made in writing on a form approved by Companion Life;
 - B. must be an absolute assignment that transfers all rights except those of an irrevocably named beneficiary; and
 - C. must not be a collateral assignment.
- 2. Assignment of interest conveys all rights of ownership. These include the right to change the beneficiary, receive payment of claims and assign the insurance.
- 3. Companion Life is not responsible for the validity or results of the assignment.

CHANGE OF CLASS OR EARNINGS

If a change in an Insured's class or earnings would increase the amount of the benefits entitled to be received under this Policy, such increase in benefits will become effective on the Premium Due Date following such change, provided:

- 1. Notice of the change is given to Companion Life within 30 days of the change.
- 2. Such increase in benefits does not exceed the Guarantee Issue Amount, stated in the Group Application.

If notice is not given within the required time or the increase in benefits would exceed the Guaranteed Issue Amount, stated in the Group Application, such increase in benefits:

- Must be approved by Companion Life; and
- 2. Will become effective on the Premium Due date following Companion Life's approval.

If the Insured is not at work full-time due to injury or sickness on the date an increase in benefits is due to begin, such increase in benefits will not begin until the Insured returns to full-time work.

If a change in an Insured's class or earnings would decrease the amount of benefits entitled to be received under this Policy, such decrease in benefits will become effective on the Premium Due Date following the change.

WHEN INDIVIDUAL INSURANCE BEGINS

To become insured, eligible employees must make written application to Companion Life. Coverage will begin on the Premium Due Date, shown in the Group Application for benefits, following the date Companion Life approves the application. Companion Life may require evidence of insurability before approving the application.

If an eligible employee is not at full-time work due to an injury or sickness on the date insurance is due to begin, it will not begin until return to full-time work.

WHEN INDIVIDUAL INSURANCE ENDS

The insurance will end with respect to an Insured, on the earliest of the following:

- 1. When this Policy is cancelled;
- 2. When the insurance is cancelled for the class of insureds to which the Insured belongs;
- 3. The beginning of the period for which premium is not paid as to the Insured;
- 4. The date the Insured is no longer actively working on a full-time basis in any class or classes insured under this Policy unless (and only with respect to the Basic Term Life Insurance Benefit, if provided by this Policy) the Continuation of Basic Term Life Insurance Benefit During Total Disability applies.

CLAIM PROVISIONS

NOTICE OF CLAIM: Written notice of claim must be given within 30 days after a covered loss begins, or as soon as reasonably possible. The notice may be given to Companion Life at PO Box 100102, Columbia, SC 29202-3102. Notice should include information which identifies the Insured or Insured Dependent and the Policy.

CLAIM FORMS: When Companion Life receives notice of claim, forms for filing proof of loss will be sent to the claimant. If these forms are not sent within 15 days, the claimant will meet the proof of loss requirements if, within 90 days after the loss began, he or she gives Companion Life written proof of the nature and extent of the loss.

PROOFS OF LOSS: Written proof of loss must be given to Companion Life within 90 days after the loss begins. Companion Life will not deny nor reduce any claim if it was not reasonably possible to give Companion Life such proof in the time required. In any event, proof must be given to Companion Life within 1 year after it is due, unless the claimant is legally incapable of doing so. Companion Life has the right to require proof of the continuance of total disability at any time during the first two years after receipt of initial proof of total disability; and thereafter, once a year.

PAYMENT OF CLAIMS: Benefits provided by the Policy will be paid to the beneficiary determined in accordance with Section 6 of this Certificate, entitled BENEFICIARY AND SETTLEMENT OPTIONS.

TIME OF CLAIM PAYMENTS: Short Term Disability Benefit claims (if this Policy provides a Short Term Disability Benefit) will be paid weekly as of the dates required. Claims for other benefits will be paid not more than 60 days after receipt by Companion Life of written proofs of loss.

PHYSICAL EXAMINATIONS AND AUTOPSY: Companion Life at its own expense will have the right and opportunity to have the Insured examined as often as reasonably necessary while a claim is pending. Companion Life at its own expense may have an autopsy made (during the period of contestability), unless prohibited by law. If the Insured fails to submit proof of continuing Total Disability when required; or fails to be examined medically when required, no further benefit will be provided for that Total Disability.

LEGAL ACTIONS: No legal action may be brought to recover on the Policy before 60 days after written proof of loss has been furnished, as required by the Policy. No such action may be brought after 6 years from the time written proof of loss is required to be furnished.

GENERAL PROVISIONS

MISSTATEMENT OF AGE: If an Insured's or Insured Dependent's age has been misstated, benefits payable for such Insured or Insured's Dependent will be what the premium paid would have purchased at the correct age. This benefit will be subject to the applicable Policy maximums.

EMPLOYEE ELIGIBILITY: Active full-time Employees of the Policyholder (Employer) who:

- 1. are in a class of employees determined by conditions of employment, which is agreed upon as eligible by the Policyholder and Companion Life; and
- 2. have been continuously employed during the minimum service period, as shown in the Group Application, immediately preceding their individual effective dates of insurance.

Full-time means regularly working a minimum of least 30 hours per week at the Policyholder's usual and customary place of business for each employee.

DUAL COVERAGE PRECLUDED:

No person may be insured under the Policy as:

- 1. A dependent of more than one employee; or
- 2. Both an employee and a dependent.

ERISA: If the Policy is an integral part of an employee welfare benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA), Companion Life is a claim fiduciary. As claim fiduciary, Companion Life shall have the discretionary authority to determine eligibility for benefits and to construe the terms of that part of the ERISA plan represented by this Contract. Any judicial review of a decision of Companion Life shall be conducted under the arbitrary and capricious standard of review with deference given to the claim fiduciary's decision.

SPENDTHRIFT CLAUSE: To the extent allowed by law, no benefit of the Policy is subject to the claim or legal process of a creditor of an Insured or a beneficiary.

RECORDS AND ESSENTIAL DATA: The Policyholder will keep a record of all Insureds. This record will contain all of the data that is specified by Companion Life.

ALLOCATION OF AUTHORITY: Except for those functions which the Policy specifically reserves to the Policyholder, Companion Life has full and exclusive authority to control and manage the Policy, to administer claims and to interpret the Policy and resolve all questions arising in the administration, interpretation and application of the Policy.

Companion Life's authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the group policy and any claim under it; and
- 3. The right to determine:
 - A. eligibility for insurance;
 - B. entitlement to benefits;

- C. the amount of benefits payable; and
- D. the sufficiency and the amount of information Companion Life may reasonably require to determine A, B, or C above.

Subject to the review procedures of the group policy, any decision Companion Life makes in the exercise of this authority is conclusive and binding.



COMPANION LIFE INSURANCE COMPANY
7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE SOUTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

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

The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in South Dakota. You should not rely on coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

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

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy.

South Dakota Life and Health Insurance Guaranty Association
Charles D. Gullickson, Executive Director
206 West 14th Street
Sioux Falls, South Dakota 57104
Tel. (605) 336-0177
www.sdlifega.org

South Dakota Division of Insurance 124 S. Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 Tel. (605) 773-3563 www.dlr.gov/insurance The state law that provides for this safety-net coverage is called the South Dakota Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverage, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are an insured certificate holder under a group insurance contract, issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live in another state. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state and, under certain conditions, such persons even if they are not a resident of this state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by the Guaranty Association if:

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

The Guaranty Association also does **not** provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Claims based on marketing materials or other documents which are not approved policy forms, claims based on misrepresentations of policy benefits, and other extra-contractual claims;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate specified by statute;
- Dividends:
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even
 if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer;
- Policies providing health care benefits for Medicare Parts C or D coverage.

SD Guaranty Notice

2014

LIMITS ON AMOUNT OF COVERAGE

The Guaranty Association in no event will pay more than what an insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the guaranty association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more than \$300,000 in death benefit and not more than \$100,000 in net cash surrender and net cash withdrawal values; (ii) for health insurance, not more than \$500,000 for basic hospital, medical and surgical insurance, not more than \$300,000 for disability insurance and long term care insurance, and not more than \$100,000 for other types of health insurance; and (iii) for annuities, not more than \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of \$300,000 in benefits with respect to any one life except with respect to benefits for basic hospital, medical and surgical insurance, for which the aggregate liability of the guaranty association may not exceed \$500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

ADDITIONAL INFORMATION

The statutes which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at www.sdlifega.org, which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as A. M. Best Company, Fitch Ratings, Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Useful Links" on the website of the South Dakota Division of Insurance at www.dir.sd.gov/insurance...

The Guaranty Association is subject to supervision and regulation by the director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statutes governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- **b)** Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
- c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

2. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or Federal court may be affected if you do not complete the required appeals. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CLAIM PROCEDURES

The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

Claim Procedures for Claims Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 45 days after receipt of your properly filed claim. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, the Insurance Company notifies you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim, the time for decision may be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to our request. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

Any adverse benefit determination will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, 4) a description of the review procedures and time limits applicable to such procedures, 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal, and 6) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request, or (B) if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 180 days from the date you received your claim denial. As part of your appeal:

- 1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
- 2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 45 days after it receives your timely appeal. The time for final decision may be extended for one additional 45 day period provided that, prior to the extension, the Insurance Company notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request.

The individual reviewing your appeal shall give no deference to the initial benefit decision and shall be an individual who is neither the individual who made the initial benefit decision, nor the subordinate of such individual. The review process provides for the identification of the medical or vocational experts whose advice was obtained in connection with an initial adverse decision, without regard to whether that advice was relied upon in making that decision. When deciding an appeal that is based in whole or part on medical judgment, we will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual consulted in connection with the initial benefit decision, nor a subordinate of such individual. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a statement that you have the right to bring a civil action under section 502(a) of ERISA, 4) a statement that you may request, free of charge, copies of all documents, records, and other information relevant to your claim; 5) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the decision on appeal, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the decision on appeal and that a copy will be provided free of charge to you upon request, or (B) if the decision on appeal is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the decision on appeal, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request, and 6) any other notice(s), statement(s) or information required by applicable law.

Claim Procedures for Claims Not Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 90 days after receipt of your properly filed claim. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 90 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 180 days after your claim was received. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision. However, any adverse benefit determination will be in writing and include: 1) specific reasons for the decision; 2) specific references to Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; 4) a description of the review procedures and time limits applicable to such, and 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 60 days from the date you received your claim denial. As part of your appeal:

- 1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
- 2. you may submit written comments, documents, records and other information relating to your claim. The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 60 days after it receives your timely appeal. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 60 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 120 days after your appeal was received. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision. However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision and specific references to the Policy provisions on which the decision is based, 2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim, 3) a statement of your right to bring a civil action under section 502(a) of ERISA, and 4) any other notice(s), statement(s) or information required by applicable law.

NOTICE OF PRIVACY PRACTICES

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.

Our Privacy Promise

We understand the importance of handling your medical information with care. We are committed to protecting the privacy of your medical information. State and federal laws require us to make sure that your medical information is kept private. Federal law requires that we provide you with this Notice of Privacy Practices, which describes our legal duties and privacy practices with respect to your medical information and your legal rights with respect to our use and disclosure of your medical information. We are required by law to follow the terms of the Notice currently in effect. This Notice is effective September 23, 2013, and will remain in effect until it is changed or replaced.

We reserve the right to change our privacy practices and the terms of this notice at any time, as long as the law allows. These changes will be effective for all medical information that we keep, including medical information we created or received before we made the changes. When we make a material change to our privacy practices, we will provide a copy of a new notice (or information about the changes to our privacy practices and how to obtain a new notice) in a mailing to members who are covered under our health plans at that time.

Uses and Disclosures of Medical Information

Treatment, Payment, Health Care Operations

We may use and disclose your medical information for purposes of treatment, payment and health care operations.

Treatment: We may disclose your medical information to a physician or other health care professional to help him or her provide your treatment.

Payment: We may use or disclose your medical information for these and other activities related to payment:

- Paying claims from physicians, hospitals and other health care providers.
- Obtaining premiums.
- Issuing explanations of benefits to the named insured.
- Providing information to health care professionals or other entities that are bound by the federal Privacy Rules for their payment activities.

Health Care Operations: We may use or disclose your medical information in the normal course of conducting health care operations, including such activities as:

- Quality assessment and improvement activities.
- Reviewing the qualifications of health care professionals.
- Compliance and detection of fraud and abuse.
- Underwriting, enrollment and other activities related to creating, renewing or replacing a plan of benefits. We may not, however, use or disclose genetic information for underwriting purposes.
- Providing information to another entity bound by the federal Privacy Rules for its health care operations, in limited circumstances.

You and Your Family and Friends

We may use and disclose your medical information to communicate with you for purposes of customer service or to provide you with information you request. We may disclose your medical information to a family member, friend or other person to the extent necessary for him or her to assist with your health care or payment for your health care. Before we disclose your medical information to that person, we will give you a chance to object to us doing so. If you are not available, or if you are incapacitated or in an emergency situation, we may, in the exercise of our professional judgment, determine whether the disclosure would be in your best interest. We may also use or disclose your medical information to notify (or help notify, including identifying and locating) a family member, a personal representative or other person responsible for your care of your location, general condition or death.

Your Employer or Organization Sponsoring Your Group Health Plan

We may disclose summary information and enrollment information to your employer (or other plan sponsor). Summary information is a summary of the claims history, claims expenses or types of claims that members of your group health plan have filed. The summary information will not include demographic information about you or others in the group health plan, but your employer or plan sponsor may be able to identify individuals from the summary information provided.

Disaster Relief

We may use or disclose your medical information to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

Public Benefit

We may use or disclose our members' medical information as authorized by law for the following purposes that are in the public interest or benefit:

- As required by law.
- For public health activities, including disease and vital statistics reporting, child abuse reporting, FDA oversight, and to employers regarding work-related illness or injury.
- To report adult abuse, neglect or domestic violence.
- To health oversight agencies.
- In response to court and administrative orders and other lawful processes.
- To law enforcement officials in response to subpoenas and other lawful processes concerning crime victims, suspicious deaths, crimes on our premises, reporting crimes in emergencies and to identify or locate a suspect or other person.
- To coroners, medical examiners and funeral directors.
- To organ procurement organizations.
- To avert a serious threat to health or safety.
- In connection with certain research activities.
- To the military and to federal officials for lawful intelligence, counterintelligence and national security activities.
- To correctional institutions regarding inmates.
- As authorized by state workers' compensation laws.

Your Authorization

We may not use or disclose your medical information without your written authorization, except as described in this notice. You may give us written authorization to use your medical information or to disclose it to anyone for any purpose. If you give us authorization, you may revoke it at any time by notifying us of your revocation in writing. Your revocation will not affect any use or disclosure permitted by the authorization while it was in effect. We need your written authorization to use or disclose psychotherapy notes, except in limited circumstances such as when a disclosure is required by law. We also must obtain your written authorization to sell your medical information to a third party or, in most circumstances, to send you communications about products and services. We do not need your written authorization, however, to send you communications about health-related products or services, as long as the products or services are associated with your coverage or are offered by us.

Individual Rights

You have certain rights with respect to the medical information we maintain about you. To exercise any of these rights or to obtain more information about these rights (including any applicable fees), contact us using the information listed at the end of this notice.

Access

You have the right to inspect or receive a paper or electronic copy of your medical information, with some exceptions. To inspect or receive your medical information, you must submit the request in writing. If you request to receive a copy of your records, we are allowed to charge a reasonable, cost-based fee.

Disclosure Accounting

You have the right to request, in writing, a record of instances in which we (or our business associates) disclosed your medical information for purposes other than treatment, payment, health care operations, and as allowed by law. We will provide you with a record of such disclosures for up to the previous six years. If you request a record of disclosures more than once in a 12-month period, we may charge you a reasonable, cost-based fee for each additional request.

Restriction

You have the right to request, in writing, that we place additional restrictions on our use or disclosure of your medical information. By law, we are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). Any agreement to additional restrictions will be made in writing and signed by a person authorized to make such an agreement for us.

Confidential Communications

You have the right to request, in writing, that we communicate with you about your medical information by other means, or to another location. We are not required to agree to your request unless you state that you could be in danger if we do not communicate to you in confidence. In that case, we must accommodate your request if it is reasonable, if it specifies the other means or location, and if it permits us to continue to collect premiums and pay claims under your health plan. We will not be bound to your request unless our agreement is in writing.

Even if we agree to communicate with you in confidence, an explanation of benefits we issue to the named insured for health care services the named insured (or others covered by the health plan) received might contain sufficient information (such as deductible and out-of-pocket amounts) to reveal that you obtained health care services for which we paid.

Amendment

You have the right to request, in writing, that we amend your medical information. Your request must explain why we should amend the information. We may deny your request if we did not create the information you want amended and the person or entity that did create it is available, or we may deny your request for certain other reasons. If we deny your request, we will send you a written explanation.

Notice of Breach

We are required to notify affected individuals following a breach of unsecured medical information.

Electronic Notice

You may request a written copy of this notice at any time or download it from our website.

Privacy Questions and Complaints

If you want more information about our privacy practices, or if you have questions or concerns, please contact us using the information below.

If you believe we may have violated your privacy rights, you may submit a complaint to us using the contact information listed below. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with that address upon request.

We support your right to the privacy of your medical information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Information

Attn: Privacy Officer I 20 East @ Alpine Road (AX-E01) Columbia, SC 29219

(803) 264-7258 (telephone) (803) 264-7257 (fax)

Non-Discrimination Statement and Foreign Language Access

We do not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, or sexual orientation or health status in our health plans, when we enroll or provide benefits.

If you or someone you're assisting is disabled and needs interpretation assistance, help is available at the contact number posted on our website or listed in the materials included with this notice (TDD: 711).

Free language interpretation support is available for those who cannot read or speak English by calling one of the appropriate numbers listed below.

If you think we have not provided these services or have discriminated in any way, you can file a grievance by emailing contact@hcrcompliance.com or by calling our Compliance area at 1-800-832-9686 or the U.S. Department of Health and Human Services, Office for Civil Rights at 1-800-368-1019 or 1-800-537-7697 (TDD).

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de este plan de salud, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-844-396-0183. (Spanish)

如果您, 或是您正在協助的對象, 有關於本健康計畫方面的問題, 您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員, 請撥 1-844-396-0188。(Chinese)

Nếu quý vị, hoặc là người mà quý vị đang giúp đỡ, có những câu hỏi quan tâm về chương trình sức khỏe này, quý vị sẽ được giúp đở với các thông tin bằng ngôn ngữ của quý vị miễn phí. Để nói chuyện với một thông dịch viên, xin gọi 1-844-389-4838 (Vietnamese)

이 건강보험에 관하여 궁금한 사항 혹은 질문이 있으시면 1-844-396-0187로 연락해 주십시오. 귀하의 비용 부담없이 한국어로 도와드립니다. (Korean)

Kung ikaw, o ang iyong tinutulungan, ay may mga katanungan tungkol sa planong pangkalusugang ito, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika nang walang gastos. Upang makausap ang isang tagasalin, tumawag sa 1-844-389-4839 . (Tagalog)

Если ў Вас или лица, которому вы помогаете, имеются вопросы по поводу Вашего плана медицинского обслуживания, то Вы имеете право на бесплатное получение помощи и информации на русском языке. Для разговора с переводчиком позвоните по телефону 1-844-389-4840. (Russian)

إن كان لديك أو لدى شخص تساعده أسئلة بخصوص خطة الصحة هذه، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة للتحدث مع مترجم اتصل ب 0189-844-1 (Arabic)

Si ou menm oswa yon moun w ap ede gen kesyon konsenan plan sante sa a, se dwa w pou resevwa asistans ak enfòmasyon nan lang ou pale a, san ou pa gen pou peye pou sa. Pou pale avèk yon entepret, rele nan 1-844-398-6232. (French/Haitian Creole) Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions à propos de ce plan médical, vous avez le droit d'obtenir gratuitement de l'aide et des informations dans votre langue. Pour parler à un interprète, appelez le 1-844-396-0190. (French) Jeśli Ty lub osoba, której pomagasz, macie pytania odnośnie planu ubezpieczenia zdrowotnego, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 1-844-396-0186. (Polish) Se você, ou alguém a quem você está ajudando, tem perguntas sobre este plano de saúde, você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para 1-844-396-0182. (Portuguese) Se tu o qualcuno che stai alutando avete domande su questo piano sanitario, hai il diritto di ottenere aluto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare 1-844-396-0184. (Italian) あなた、またはあなたがお世話をされている方が、この健康保険についてご質問がございましたら、ご 希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳 とお話される場合、1-844-396-0185 までお電話ください。 (Japanese) Falls Sie oder Jemand, dem Sie helfen, Fragen zu diesem Krankenversicherungsplan haben bzw. hat, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-844-396-0191 an. (German) اگر شما یا فردی که به او کمک می کنید سؤالاتی در بارهی این برنامهی بهداشتی داشّته باشّید، ّحق این را دَارید که کمک و اطلاعات به ژبان خود را به طور رایگان دريافت كنيد. براى صحبت كردن با مترجم، لطفأ با شمارهى 6233-984-1 تماس حاصل نساسد، (Persian-Farsi)

Ni da doodago t'áá háída bíká'aná nílwo'ígíí díí Béeso Ách'ááh naa'nilígi háá'ída yí na' ídíl kidgo, nihá'áhóót'i' nihí ká'a'doo wolgo kwii ha'át'íshíí bí na'ídolkidígi doo bík'é'azláagóó. Ata' halne'é la' bich'í' ha desdzih nínízingo, koji' béésh bee hólne' 1-844-516-6328. (Navajo)

.