



Companion Life

Group Life, STD & LTD Products Manual

Includes:
Product Overviews
Specimen Policy
Forms



GROUP INSURANCE
SERVICES

GROUP INSURANCE PORTFOLIO FOR 10 OR MORE EMPLOYEES



COMPANION COMMITMENT

positioned
to exceed
expectations.





COMPANION COMMITMENT

understanding
perspective
creates
opportunity.

Support. Service. Innovation.

Our focus is on you – the employer. We understand the complex and evolving needs of today's employers. Our benefit programs are designed to help you attract and retain talented and dedicated employees.

Our service is designed to simplify your job. Our goal is to make working with us a seamless process with all the necessary support from people and technology. We offer a dedicated team of service professionals to assist you from the enrollment process to policy issue to billing. Our staff is knowledgeable, courteous, and most importantly, cares about you – and about your employees.

Bottom line, insurance is a service industry and we get it! In fact, we have developed our customer service strategy as both a science and an art. To the science end, our Service department consistently conducts in-depth surveys. We want to know what our clients need and what they are thinking. We survey all clients – agents, employers and insureds. Data is analyzed and research conducted. Technology solutions are developed and implemented based on solid research. As an art, customer service is defined as the end product of human creativity; an intuitive skill learned by study, steady practice and relentless dedication.

Our brochures are crafted to help you clearly communicate our benefit programs to your employees and to demonstrate the fundamental value of insurance from Companion Life.

We deliver innovative, secure online solutions engineered to make your life simple – to free up your valuable time. With our online benefit tools, **My Benefits Companion™** and **My Insurance Companion™**, you'll have fewer phone calls and even less paperwork!

My Benefits Companion

As the old saying goes, "Time is money." And you'll save both using **My Benefits Companion!**

My Benefits Companion features include:

- **Group Enrollment and Maintenance** – Enroll new employees, view/add/change insured employees' coverage, add/change dependents, terminate insured employees' coverage, request a dental ID card or Certificates of Coverage
- **Billing** – View six-month history, view bill summary and details, request bill or view bill image (up to two months prior)
- **Pay Online** – Convenient online payment feature

My Insurance Companion

We also offer a convenient, secure online tool designed especially for our Dental Insureds and Dental Providers — **My Insurance Companion.**

Companion Life **Dental Insureds** may use **My Insurance Companion** to check claim status, verify eligibility, request an ID card, view an Explanation of Benefits (EOB), receive a pre-treatment estimate, and ask Customer Service questions.

Companion Life **Dental Providers** may use **My Insurance Companion** to verify patient eligibility, verify patient benefits, check claim status, check the status of services rendered using the graphical tooth display, view dental pre-estimate and orthodontic letters, and file dental insurance claims.

Whether you're a business owner, benefits manager, certificate holder or agent, we're here for you! Companion Life genuinely values people and relationships. Our standard is one of excellence. Nothing less. From service to innovation ... our driving force is you!

Disability Income Protection

You provide paycheck protection for your employees if they are hurt on the job – doesn't it make sense to protect them off the job as well? In fact, 64% of all disabilities occur off the job and aren't covered by Workers' Compensation.¹ Americans lose millions of workdays every year to disability, and this is a big expense for employers as well. Companion Life can help with a portfolio of affordable income replacement insurance programs with flexible plan designs and effective claims management to encourage and assist your employees to return to productive work.

Short Term Disability Income Coverage

This valuable coverage pays a benefit to employees who become sick or hurt off the job. A variety of plan designs are available to fit any employer's needs. Choose from a wide selection of benefit percentages, waiting periods, benefit maximums, and payment durations up to one year. As an incentive for employee's return to productivity, a partial disability benefit is available to support the recovering employee's return to full potential through part-time work.

Long Term Disability Income Coverage

Did you know that during their working years employees are more likely to become disabled than to die?² In fact, one out of seven individuals may become disabled for five or more years.³

Companion Life's Long Term Disability (LTD) coverage pays a benefit to employees who become disabled as a result of an accident or illness. Employers may select benefit payment maximums, elimination periods, and benefit duration periods. This plan also includes the option of "own occupation to age 65," residual benefits, and benefit indexing.

Important features which are standard include Social Security filing assistance, a survivor benefit, continuity of coverage, waiver of premium, a cost of living freeze, and direct deposit of claim payments.



Companion Life LTD coverage also includes a vocational rehabilitation benefit and a workplace modification benefit. To assist employees in returning to work, we'll cover the cost of modifications in the workplace which are necessary to accommodate the employee. Our vocational rehabilitation benefit is designed to provide training or education vital in helping an employee transition back to the workplace in a new career.

Medical Stop Loss

Flexible coverage is available for companies who wish to assume part of the risk for their employees' healthcare claims. Companion Life has a proven level of expertise in developing creative solutions to meet your needs.

Specific Stop Loss reimburses the employer for an employee's claims which exceed a selected dollar amount.

Aggregate Stop Loss provides reimbursement when overall accumulated paid claims for all employees exceed a specified amount.

Offered through our fine network of **Managing General Underwriters**, Companion Life self-funded programs feature innovative claims management applications, effective case management, comprehensive pharmacy programs, and available networks of outstanding Centers of Excellence, assuring the delivery of exceptional medical care with appropriately managed expenses.

Mission Statement

The mission of Companion Life Insurance Company is to be a well-managed, customer-focused organization acting in the best interest of its policyholders and marketing partners, operating on a financially sound, growing and diversified basis.

About Companion Life

Established in 1970, Companion Life Insurance Company offers quality employee benefits in 45 states and the District of Columbia. It has earned an A.M. Best Rating of A+ (Superior) due to its fiscal strength, investment practices, and sound operational and management structure. The Company has earned a reputation as a financially sound organization due, in large part, to its conservative, well-managed portfolio. At Companion Life we are committed to financial strength, effective corporate management and the highest level of service and responsiveness to our clients and sales associates.



defining
customer service
as a
science *and* art.

A Lifetime of Commitment

For more than 35 years, Companion Life has worked hard to develop flexible and affordable insurance solutions. What sets us apart? Our commitment to you. We deliver superior customer service and products designed to meet the changing needs of today's employers. It's about responsiveness. **We listen. We respond.**

Companion Life offers a complete portfolio of innovative and competitive employee benefit plans with the flexibility to meet your unique needs. We specialize in comprehensive and affordable Group Life, Disability Income, Dental, and Medical Stop Loss insurance programs with state-of-the-art benefit features and flexible plan design options.

Employers understand the value of their benefit programs in attracting and motivating quality employees. A well-designed plan promotes employee loyalty and commitment to your company's success.

Take a moment to browse through our portfolio of products for employee groups of 10 or more. No matter what the size of your business – Companion Life has an option that's sure to meet your needs.

Group Term Life Insurance

Group Term Life Insurance continues to be one of the most important and best values of all employee benefits. For many employees, Group Term Life Insurance is the only life insurance protection they have.

We have plans at competitive rates for groups of all sizes. For very large groups, we offer alternative financing – retention accounting, retrospective premium, minimum premium, ASO and premium delays. All life programs for groups of 10 or more include an accelerated benefits provision. AD&D coverage is normally included with our group life products, and extensive dependent life programs are available as well.

Important policy features include:

- ✦ **Insured Benefit Account** – A money-market checking account available to beneficiaries in the amount of the life insurance claim proceeds.
- ✦ **Accelerated Benefits** – Without extra cost to the insured, we will advance one-half of the insurance proceeds, up to \$50,000, to insureds with terminal illnesses.
- ✦ **Waiver of Premium** – If an employee becomes totally and permanently disabled prior to age 60, Companion Life insurance coverage will be continued without payment of premium.
- ✦ **Conversion Privilege** – Employees may convert to an individual life policy within 31 days of leaving active employment. No evidence of insurability will be required.



COMPANION LIFE INSURANCE COMPANY
P.O. Box 100102 + Columbia, SC 29202-3102

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E-mail: c.life@companiongroup.com

Companion Life Insurance Company

Life/Accidental Death & Dismemberment

Group Term Life and AD&D is one of the most important and best values of all employee benefits. For many employees, group term life insurance is the only life insurance they have. Companion Life's Group Term Life and AD&D plans provide almost unlimited flexibility to employers for plan designs, with competitive rates and guaranteed issue amounts. We pay life benefits for death from any cause.

AD&D benefits normally equal the amount of life benefits, but other arrangements are available. We pay these AD&D benefits for the following losses that are the result of an accident:

- Loss of life — 100%
- Loss of both hands or both feet — 100%
- Loss of entire sight in both eyes — 100%
- Loss of one hand and one foot — 100%
- Loss of one hand and the entire sight in one eye — 100%
- Loss of one foot and the entire sight in one eye — 100%
- Loss of one hand or one foot — 50%
- Loss of entire sight in one eye — 50%

"Loss" means:

- With reference to hand or foot, the complete loss of the use of the hand or foot.
- With reference to eye, the irrecoverable total loss of sight.

If a covered person suffers more than one of these losses as a result of the same accident, we will pay benefits only for the greatest loss.

Choices are available for schedules of reduced benefits for workers older than the normal retirement age.



Companion Life Insurance Company

Disability Income Plans

Companion Life offers two disability income programs — Short Term Disability and Long Term Disability.

Our **Short Term Disability** plans feature flexible, comprehensive designs. Benefit durations range from 13 to 52 weeks, with benefit levels up to 70% of salary. The plans require some employer contribution and a minimum of 75% participation. Partial disability rehabilitation benefits also are available to select groups.

The True Group **Long Term Disability** plan features competitive rates, with a full range of benefit designs. Options include cost-of-living increase, "own occupation to age 65," residual benefits and benefit indexing. This plan is available to a variety of industry classes. The plan requires some employer contribution and a minimum of 75% participation. Direct deposit of claim payments is also available.



GROUP INSURANCE
SERVICES



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COMPANION LIFE INSURANCE COMPANY
7909 PARKLANE ROAD, SUITE 200, COLUMBIA, SC 29223-5666
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(803) 735-1251

TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY
RENEWAL AT OPTION OF COMPANION LIFE
(NON-PARTICIPATING)

Policyholder: EMPLOYEE of Issue: April 23, 2009
Policy Number: 000-000-000- of Issue Date: April 23, 2009
State of Delivery: Tennessee Policy Anniversary: April 23

TENNESSEE
LARGE GROUP LIFE & AD&D
SPECIMEN POLICY

In consideration of the payment of the first premium, and of the statements and agreements in the Group Application and individual applications, if any, of the eligible employees, Companion Life Insurance Company (herein called Companion Life) agrees to insure eligible employees of the Policyholder (and their eligible dependents, if any and if this Policy provides Dependent Life Insurance). ("Eligible Employees" are defined in the General Policy Provisions section. "Eligible Dependents" are defined in the Dependent Life Insurance section). Companion Life promises to pay benefits according to the terms of this Policy. A copy of the Group Application is attached and made part of this Policy.

Subject to the Policyholder Provisions and the Incontestability Provisions, this Policy may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by Companion Life, but will not be less than 12 months.

This Policy is delivered in and governed by the laws of the State of Delivery named above. PLEASE READ YOUR POLICY CAREFULLY.

For purposes of effective dates and ending dates under this Policy, all days begin and end at 12:01 a.m. Standard Time at the Policyholder's address where the Policy is delivered.

COMPANION LIFE INSURANCE COMPANY

Trescott N. Hinton, Jr.
President

POLICY GUIDE

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SECTION 1

POLICY EFFECTIVE DATE AND TERM

The Effective Date of this Policy is shown on the Group Application. This Policy will stay in force for as long as the proper premium is paid; however, either the Policyholder or Companion Life may cancel this Policy on any Premium Due Date by telling the other in writing at least 31 days prior to such Premium Due Date.

SECTION 2

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
2. 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.

SECTION 3

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 engaging in any occupation for which he or she is or becomes qualified by education, training, or experience.
4. Requires the Insured to be under the regular care and attendance of a licensed physician.

"Group Application" means the application for this Policy signed by the Policyholder.

"Schedule of Benefits" means the description of benefits set forth in the Group Application.

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

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

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

1. 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).

SECTION 4

TERM LIFE INSURANCE BENEFIT

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;
5. 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.

NOTICE OF CONVERSION RIGHTS

If the Insured does not receive notice of conversion rights at least fifteen (15) days prior to the expiration of the 31-day period, he or she will be given an additional period in which to apply for conversion and submit the first premium payment. This extended period will not continue any insurance beyond the period provided in this policy. This additional period ends fifteen (15) days after the date the Insured receives the notice, but in no event will it extend beyond sixty (60) days next after the original expiration date.

For the purpose of this section, notice means notification presented to the Insured or mailed by the policyholder to the last known address of the Insured, or mailed by the Company to the last known address of the Insured.

AMOUNT TO CONVERT

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

1. 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:

Fifty percent (50%) 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 \$100,000. The maximum payable under this benefit is \$50,000.

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:

1. 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;
6. 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.

SECTION 5

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

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:

1. 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.

SECTION 6

DEPENDENT LIFE INSURANCE BENEFIT

PART 1

DEPENDENT DEFINED

An eligible dependent is any one of these family members:

1. The Insured's spouse, if not legally separated from the Insured;
2. Each unmarried child (including any stepchild, legally adopted child or foster child) of the Insured who is:
 - A. at least 14 days and under 19 years of age; and
 - B. depends on the employee for the major part of his or her support.

However, the age limit is raised to under 23 years if the child is in school as a full-time student and financially dependent upon the Insured.

An eligible dependent will not include anyone who:

1. is eligible for Employee Insurance; or
2. is entitled to any extended coverage under this Policy by reason of having been an employee of the Policyholder.

If both husband and wife are Insureds, their children will be covered as dependents of the husband or wife, but not of both.

PART 2

ELIGIBILITY REQUIREMENT FOR DEPENDENT INSURANCE

An Insured will be eligible for Dependent Insurance on the first day on which he or she:

1. First enters a class that provides Dependent Insurance; and
2. First gains a dependent. This will include gaining a dependent after a time without one.

PART 3

REQUIREMENTS FOR DEPENDENT INSURANCE

1. An Insured must enroll for Dependent Insurance that is shown to be contributory in the Group Application for the coverage to become effective.
2. In the case of a late enrollment:
 - A. evidence of insurability must be given for each of the Insured's then dependents; and
 - B. for the insurance to take effect for a dependent, the Company must approve the evidence of insurability provided for that dependent.

3. Deferral Rule - To effect new coverage on a dependent the following rule will apply:

The new coverage will be deferred for a dependent if he or she is confined in a medical care unit when it is due to take effect. In this case, the new coverage will take effect on the first day that the dependent is free from confinement.

In this Rule, "medical care unit" means:

- A. a licensed general hospital; or
- B. a unit that treats one or more specific ailments; or
- C. any type of convalescent or skilled nursing care facility.

This deferral rule does not apply to a newborn child upon reaching the minimum age if:

- A. on that date the child is hospital confined; and
- B. has been continuously so confined since birth.

PART 4

EFFECTIVE DATE OF DEPENDENT INSURANCE

An Insured's Dependent Insurance will take effect on the first day of the Policy Month that coincides with or next follows the date that:

- 1. The Eligibility Requirement is met;
- 2. At least one dependent will become covered.

PART 5

SCHEDULE OF DEPENDENT INSURANCE

CLASSIFICATION	AMOUNT OF INSURANCE
Spouse	\$2,000
Children At least 14 days but less than 6 months of age	\$200
At least 6 months but less than 19 years of age (under 23 years, if unmarried, full-time student)	\$1,000

The insurance amount for an Insured's spouse or child may not exceed 50% of the Insured's amount of life insurance under this Policy.

PART 6

WHEN A DEPENDENT BECOMES COVERED FOR CHANGES IN A BENEFIT AMOUNT

The effective date of increases in a benefit amount is subject to the Deferral Rule. The effective date of a benefit decrease is not subject to the Deferral Rule.

A dependent will be covered for a change in the amount of an in force benefit as follows:

1. **Benefit Change Due to Change in Age.** The change takes effect on the first day of the Policy Month that coincides with or next follows the date of the age change.
2. **Benefit Change Due to Change in Employee's Benefit Amount.** The change takes effect on the same day as the change in the Insured's personal coverage.

PART 7

WHEN A DEPENDENT BECOMES COVERED FOR A NEWLY ACQUIRED BENEFIT

Subject to the Deferral Rule, a dependent will first be covered for a newly acquired benefit from the date that:

1. The person is an eligible dependent and eligible for the new benefit;
2. The Insured has enrolled for Dependent Insurance; and
3. The enrollment requirements of the Policy are met for that benefit.

PART 8

TERMINATION OF DEPENDENT INSURANCE

Termination of an Employee's Dependent Insurance -

Dependent Insurance of an Insured will terminate on the earliest of:

1. The first day of the Policy Month that coincides with or next follows the date of the Insured's death; or
2. The date that the Insurance of an Insured terminates; or
3. The date Dependent Insurance benefits are discontinued under this Policy; or
4. The date the Insured's class changes to one that does not provide Dependent Insurance benefits; or
5. The beginning of the period for which premium is not paid as to the Insured Dependent; or
6. The Premium Due Date immediately prior to the Insured Dependent Child's 19th birthday (23rd birthday, if attending school on a full-time basis), marriage or entry into the armed forces.
7. For contributory coverage only: The end of the last period for which a premium charge has been paid if the next premium charge is not paid when due.

PART 9

LOSS OF DEPENDENT STATUS

Dependent Insurance will cease for a person on the date that he or she is no longer an eligible dependent.

PART 10

DEATH BENEFIT

Companion Life will pay a death benefit as shown in items 1. or 2. upon receipt of proof of death. It will be paid to the Insured if living at the time of payment; otherwise, it will be paid to the Insured's estate.

1. **Death Benefit While the Dependent is Covered** - When a person who is covered as a dependent dies, Companion Life will pay a death benefit. This benefit will be the amount of Dependent Term Life Insurance in force on that person's life at time of death.
2. **Death Benefit During the Conversion Period** - A death benefit will be paid if a dependent dies:
 - A. within 31 days after all or part of the Dependent Term Life Insurance for the dependent would otherwise have terminated; and
 - B. during the period the dependent would have been entitled to have a conversion policy issued under the terms of the Conversion Privilege.

The death benefit will be the amount of Dependent Term Life Insurance that could have been converted for the dependent.

PART 11

CONVERSION PRIVILEGE

This conversion privilege is allowed for the Dependent Term Life Insurance that ceases as described in items 1. and 2. below. This privilege must be exercised by the Insured Dependent unless legally unable to make a valid contract. In that case, the application must be made by the Insured, if living, otherwise by the legal guardian of the Insured Dependent.

1. The Insured Dependent may convert all or part of the amount of insurance that ceases due to:
 - A. provisions of the Group Application; or
 - B. loss of eligibility.

However, no conversion is allowed for life insurance which stops solely due to non-payment of contributions.

2. If the Insured Dependent 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 Dependent is no longer eligible due to:
 - A. termination of this Policy; or
 - B. termination of the Policyholder's coverage under this Policy; or
 - C. amendment of this Policy to terminate the Dependent Term Life Insurance under the Insured's Eligible Class.
 - (i) \$10,000, or
 - (ii) All or part of the amount that ceases. This amount is reduced by any new dependent life insurance for which the Insured becomes eligible under any other group policy issued within 31 days of termination under this Policy.

PART 12

TYPE OF CONVERSION POLICY AVAILABLE

A conversion policy will be one of the kinds of individual life insurance policies, other than term life or universal life insurance, then being issued by the Company. The conversion policy will not include accidental death, disability or other supplementary benefits. It will be issued without evidence of insurability.

PART 13

EFFECTING A CONVERSION PRIVILEGE

A conversion policy will take effect at the end of 31 days after insurance termination. To convert, the person requesting conversion must submit the following to the Company within that 31 day period:

1. Written application.
2. The first premium payment.

PART 14

CONVERSION POLICY PREMIUM RATE

The premiums for the conversion policy will be at:

1. the Company's usual rates for its type and amount;
2. the dependent's class of risk; and
3. the dependent's age last birthday as of its effective date.

SECTION 7

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;
3. 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.

SECTION 8

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.

SECTION 9

SHORT TERM DISABILITY BENEFIT

NOT PROVIDED

SECTION 10

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:

1. 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.

SECTION 11

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.

SECTION 12

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.

SECTION 13

PREMIUM PROVISIONS

PREMIUM PAYMENT: Premiums are payable at the Home Office of Companion Life on or before each premium due date.

PREMIUM DUE DATE: The first premium will be due on the Policy effective date and on the same day of each subsequent month unless the Policyholder and Companion Life agree on some other method of premium payment.

CHANGES IN PREMIUM RATES: The monthly premium rates may be changed by Companion Life from time to time if it gives the Policyholder at least 31 days advance written notice. No such change will be made until 12 months after the Policy Effective Date except when the Policyholder requests it.

INCORRECT PREMIUM PAYMENT: Premiums paid in error for a person who is not eligible to be insured will be refunded without interest when requested by the Policyholder. These premiums will not be refunded for any period before the last Policy anniversary date.

GRACE PERIOD: If, before any premium due date except the first, the Policyholder has not given written notice to Companion Life that this Policy is to be terminated, a grace period of 31 days will be given in which to pay the premium then due. This Policy will stay in effect during that time. If any premium is not paid by the end of the grace period, this policy will automatically terminate at the end of the grace period; except that if the Policyholder has given written notice in advance of an earlier date of termination, this Policy will terminate as of the earlier date.

SECTION 14

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT: This Policy, with the Policyholder's Application, the individual applications, if any, and Amendments, if any, is the entire contract between the Policyholder and Companion Life. All statements made by the Policyholder or the persons insured will be deemed representations and not warranties. No change in this Policy will be valid until approved by a Companion Life officer. This approval must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

INCONTESTABILITY: The validity of this Policy may not be contested, except for nonpayment of premium, after it has been in force for two years from its Effective Date. No statement made by an Insured may be used to reduce or deny a claim or to contest the validity of the insurance unless all of the following are true:

1. The insurance has been in effect for a period of two years or less.
2. The statement is in a written instrument signed by the Insured.
3. A copy of the written instrument has been given to the Insured or the Insured's beneficiary.

POLICY REINSTATEMENT: In the event that this Policy is terminated because premiums were not paid within the grace period, Companion Life may reinstate this Policy at its sole option, and may charge an additional reinstatement fee if it wishes to do so. If Companion Life does not elect to reinstate this policy, it is not required to do so.

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 this 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 this Policy will be paid to the beneficiary determined in accordance with Section 7 of this Policy, 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 this Policy before 60 days after written proof of loss has been furnished, as required by this Policy. No such action may be brought after 6 years from the time written proof of loss is required to be furnished.

NON-PARTICIPATION: This Policy will not share in any earnings of Companion Life.

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 this Policy as:

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

EXAMINATION OF POLICYHOLDER'S RECORDS: Companion Life will be allowed to examine the records of the Policyholder relating to this Policy. This may be done at any reasonable time up to 2 years after the cancellation of this Policy, or until settlement of all claims, whichever is later.

CERTIFICATES: Companion Life will issue a Certificate of Insurance for each Insured. It will describe:

1. The benefits to which an Insured (or Insured Dependent, if this Policy provides Dependent Life Insurance) is entitled under this Policy;
2. To whom such benefits are payable; and
3. The limitations and requirements of this Policy.

ERISA: If this 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.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its Effective Date, is in conflict with the laws of the state in which this Policy is delivered, is amended to conform to the minimum requirements of such laws.

POLICY TERMINATION: The Policyholder may terminate this Policy by giving Companion Life at least 31 days prior written notice.

Companion Life may terminate this Policy as of any premium due date by giving at least 31 days advance written notice to the Policyholder if any of the following occurs:

1. If on a non-contributory plan, less than 100% of the eligible employees are insured under this Policy.
2. If on a contributory plan, less than 75% of the eligible employees are insured under this Policy.
3. If less than 15 eligible employees are insured under this Policy.
4. If less than the minimum required by law are insured under this Policy.

Companion Life may terminate this Policy at any time after it has been in effect for 12 months by giving advance written notice to the Policyholder.

Termination will take effect on the later of the date stated in the notice or 31 days from the date of mailing such notice.

The Policy will terminate at the end of the grace period if premiums have not been paid by that date.

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 this Policy, to administer claims and to interpret this Policy and resolve all questions arising in the administration, interpretation and application of this 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.

**TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT AND NOTICE CONCERNING
COVERAGE LIMITATIONS AND EXCLUSIONS**

Issued by:

**COMPANION LIFE INSURANCE COMPANY
7909 PARKLANE ROAD, SUITE 200
COLUMBIA, SOUTH CAROLINA 29223-5666
P.O. BOX 100102, COLUMBIA SC 29202-3102
(803) 735-1251**

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

Residents of Tennessee 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 Tennessee 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 below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

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

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Tennessee. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSION FROM COVERAGE

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

- (1) 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);
- (2) the insurer was not authorized to do business in this state;
- (3) 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 policy-holder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- (1) 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;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contractholder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals), unless qualified under Section 403(b) of the Internal Revenue Code, except that, even if qualified under Section 403(b), unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

LIMITS ON AMOUNT OF COVERAGE

The act also limits that amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits -- again, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages.

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

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

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

Tennessee Life and Health Insurance Guaranty Association
1200 One Nashville Place
150 4th Avenue North
Nashville, Tennessee 37219-2433

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243

Service
Quality
Flexibility ...

COMMITMENT



A Lifetime of Commitment

Companion Life Insurance Company
P.O. Box 100102
Columbia, SC 29202-3102
1-800-753-0404

**APPLICATION FOR GROUP LIFE, AD&D,
SHORT TERM AND LONG TERM DISABILITY INSURANCE, VOLUNTARY STD AND LTD**

EMPLOYER INFORMATION

1. FULL LEGAL NAME OF EMPLOYER (as it should appear in policy) _____
 Telephone Number (_____) _____
Area Code
2. EMPLOYER'S FEDERAL TAX ID NUMBER _____
 Full Years in Business: _____
 Type of Business: _____
Ex.: Partnership, Sole Proprietorship, Corporation, etc.
 Email Address: _____
3. ADDRESS Street _____ Post Office Box _____ ZIP _____
 City _____ County _____ State _____ ZIP _____
4. ADMINISTRATIVE CORRESPONDENCE with the applicant should be addressed to:
 Name _____ Title _____
5. NATURE OF BUSINESS _____
6. REQUESTED EFFECTIVE DATE (12:01 a.m.): _____, 20_____
7. PREMIUMS ARE TO BE PAID MONTHLY.
8. Are there subsidiary or affiliate businesses covered under this plan? Yes No
 If YES, please state name and nature of each subsidiary or affiliate: _____

 Are separate billings required? Yes No If YES, please provide billing instructions: _____

9. Type of Administration: Home Office administered Group Administered MGU/TPA/GBA Administered
(minimum 250 lives)
10. Will the requested insurance replace existing insurance? Yes No If YES, give coverage, name of existing carrier, and proposed termination date: _____

EMPLOYEE ELIGIBILITY

11. The normal work week for full-time employees is _____ hours.
 Eligibility: All regular full-time employees working a minimum of _____ hours per week.
 (The minimum work week for full-time employees to be eligible for benefits is 30 hours. Employees working fewer than 30 hours per week may be acceptable for Life and STD. Contact Companion Life for approval. LTD requires a minimum of 30 hours per week.)
12. The employee waiting period for participation is:
 None (effective on next billing date).
 After _____ days of continuous employment (30, 60, etc.).
 After _____ months of continuous employment (1, 2, etc.).
13. Current eligible employees are to be covered immediately.
14. Employees hired after the plan effective date are to be covered:
 First of the month following completion of the waiting period.
 Fifteenth of the month following completion of the waiting period.
15. Number of Eligible Employees: _____
16. Number of Enrolled Employees: _____
17. SCHEDULE OF BENEFITS (If space provided is inadequate, please attach additional page.)

CLASS DEFINITIONS (Describe Below)	BASIC LIFE /AD&D	SHORT TERM DISABILITY	LONG TERM DISABILITY	VOLUNTARY STD	VOLUNTARY LTD
Percent of Premium Paid by Employer	%	%	%	%	%

SPECIFICATIONS FOR INSURANCE

18. Are there any ineligible classes or divisions? Yes No If YES, please describe: _____

19. Are any eligible employees disabled at this time? Yes No If YES, please describe: _____

20. Is a Section 125 Plan in effect? Yes No

If yes, please indicate which Companion Life Benefits will be subject to the Section 125 Plan and note the employer's and employee's contributions.

Life & AD&D STD LTD Dental Voluntary Life Voluntary STD Voluntary LTD Voluntary Dental
 ER _____% ER _____% ER _____% ER _____% ER _____% ER _____% ER _____% ER _____%
 EE _____% EE _____% EE _____% EE _____% EE _____% EE _____% EE _____% EE _____%

21. BASIC LIFE AND AD&D BENEFITS reduce as follows (select one):

- 35% at age 65, 50% at age 70, and then 75% at age 75. Benefits terminate when employee is no longer actively at work.
- 35% at age 65, 50% at age 70. Benefits terminate when employee is no longer actively at work.
- _____% at age _____ and then _____% at age _____ and then _____% at age _____
Benefits terminate when employee is no longer actively at work.

22. BASIC LIFE AND AD&D guaranteed issue amount: \$ _____

23. DEPENDENT LIFE BENEFITS Yes No

- A. Spouse Amount: \$ _____ (Cannot exceed the lesser of 50% of employee's Life amount or \$10,000.)
- B. Maximum Child Amount: \$ _____ (Cannot exceed the lesser of 50% of employee's Life amount or \$10,000.)
- C. Coverage for children continues until age _____, or until age _____ if a full-time student.
- D. Percent of Premiums paid by Employer: _____%

24. SHORT TERM DISABILITY (STD) BENEFITS Yes No (Excludes Occupational Injury or sickness)

- A. Benefits are payable from _____ day accident and _____ day sickness for maximum of _____ weeks.
- B. For Benefits expressed as a Flat Amount, the Maximum Benefit will be the lesser of the Flat Amount or 70% of weekly earnings.

25. VOLUNTARY STD Yes No Buy-Up Plan Yes (Select benefit plan below. Must match STD Plan #24A above.)

- A. Enrollment minimum of 5 employees
- B. Full Maternity coverage is included
- C. \$10,000 Accidental Death Benefit is included
- D. A 12/12 Pre-existing condition exclusion applies
- E. Voluntary STD coverage excludes Occupational Injury or sickness
- F. The coverage is not available if another STD program from Companion Life is in force (except Buy-Up Plan).
- G. Buy-Up Plan: Employer purchases \$100/wk STD Plan for all eligible employees.

H. Employer's Plan Selected: 1st Plan 2nd Plan (If applicable) Buy-Up Plan Option (If selected)
 (Enter plan number in box) (Only for employers with 100 or more eligible employees) (Employees may purchase additional Voluntary STD benefit.)

Benefits Begin

Plan Selected	Accident	Sickness	Duration
Plan 1	1st Day	5th Day	13 Weeks
Plan 2	8th Day	5th Day	13 Weeks
Plan 3	15th Day	15th Day	13 Weeks
Plan 4	1st Day	5th Day	26 Weeks
Plan 5	8th Day	5th Day	26 Weeks
Plan 6	15th Day	15th Day	26 Weeks
Plan 7	15th Day	15th Day	52 Weeks
Plan 8	30th Day	30th Day	52 Weeks

26. TRUE GROUP LONG TERM DISABILITY BENEFITS Yes No
- A. Benefits are payable after an Elimination Period of _____ days. B. Benefits are _____ % of Basic Monthly Earnings.
- C. Maximum Monthly Benefit is not to exceed \$ _____ D. Minimum Monthly Benefit is \$ _____
- E. Maximum Benefit period will be: To Age 65 (Reducing Benefit Duration) 5 Years 2 Years
- F. Own Occupation Definition: 2 Year 3 Year 5 Year Extensive (to age 65)
- G. Benefit Integration will be as follows: Primary and Family Social Security (standard) Primary Social Security
- H. Optional Policy Features to be Included are specified as follows: _____

- I. Pre-Existing Condition Limitation: (10-24 Lives)
- Standard: 12/6/24 not available in CO, FL, MD, MS, MT, PA, SC, WI, WV
- FL & PA: 3/6/12
- Others: 12/12
- (25+ Lives)
- Standard: 3/6/12

27. VOLUNTARY LONG TERM DISABILITY BENEFITS Yes No
- Companion Cornerstone Plan
- A. Maximum Benefit period will be: Two Years/Reducing Benefit Duration Five Years/Reducing Benefit Duration, or Age 65/RED
- B. Elimination Period: 90 days 180 days Other _____
- C. All employees receive coverage equal to _____ % of their earnings to a maximum monthly benefit of \$ _____, limited to a maximum of \$6,000.
- D. Pre-Existing Condition Limitation: (10-24 Lives)
- Standard: 12/6/24 not available in CO, FL, MD, MS, MT, PA, SC, WI, WV
- FL & PA: 3/6/12
- Others: 12/12

28. SPECIAL REQUESTS/INSTRUCTIONS: _____

EMPLOYER'S SIGNATURE

PLEASE READ CAREFULLY

Quotations were based on the proposal data submitted to Companion Life. Final premium rates will be determined on the basis of the actual composition of the group of persons who become insured.

If the initial deposit is at least equal to the first month's premium, and if the requested insurance is acceptable under Companion Life's current rules and practices, insurance under the terms of the policy shall be effective on the effective date requested. Otherwise, insurance becomes effective only when a policy is delivered and accepted in writing. In the interim, liability is limited to a return of the original deposit. Only Companion Life's home office has the authority to guarantee the acceptability of the requested insurance.

Dated at _____ this _____ day of _____, 20 _____

(City/State)

(Signature of Employer)

(Title)

(Witness)

AGENT'S REPORT

29. INITIAL DEPOSIT (Minimum first month's premium is required.): \$ _____
30. Are all the employees to be insured for Disability Income covered by Workers' Compensation? Yes No
If NO, explain: _____
31. Have you explained to the employer that an employee not actively at work on the policy effective date will not be covered until such employee returns to active work full time unless approved in writing by an underwriter or officer of Companion Life?
 Yes No Remarks: _____
32. Is there another group insurance plan(s) which duplicates any of the benefits applied for with this application that will remain in force or be placed concurrently with this plan(s)? Yes No If YES, please describe the benefit amounts and purpose(s) of this plan(s): _____
33. Is Agent or Broker licensed in the State of this group for the types of insurance solicited? Yes No
34. To the best of the Agent's or Broker's knowledge, replacement Is Is not involved with this transaction.
35. Print name of Agent/Broker: _____
36. Signature of Agent/Broker: _____ Date: _____

FRAUD WARNING (Not Applicable in AZ, FL, MD, OR, VA): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits (in TX, may be committing) a fraudulent insurance act, which is a crime and subjects (in KS, which may be determined by a court of law to be a crime which subjects) such person to criminal and civil penalties.

FRAUD WARNING (FL only): Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.