



Companion Life Insurance Company  
7909 Parklane Road, Suite 200  
Columbia, South Carolina 29223  
(the "Company")

POLICY NUMBER: G4200 OP2 22982  
POLICYHOLDER: Bradley J. O'Keefe dba B.O.K. Works  
STATE OF ISSUE: Texas  
CERTIFICATE EFFECTIVE DATE: As shown on the Insured Person's ID card

The Certificate is issued to Insureds of the Policyholder whose coverage is in effect according to the Company's records.

The policy will be administered on our behalf by "the Administrator," Special Insurance Services, Inc., 2740 Dallas Parkway, Suite 100, Plano, Texas 75093.

The Certificate describes the principal provisions of the Policy. Benefits are provided only while coverage is in force for an Insured Person according to the terms of the Policy.

All periods of insurance begin and end at 12:01 A.M. Local Time, at the Policyholder's business address.

This Certificate replaces all certificates that may have been previously issued to the Insured under the policy.

The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Policy is issued by Companion Life Insurance Company at Columbia, South Carolina on the Policy Effective Date.

**COMPANION LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read 'Susan D. [unclear]', written in a cursive style.

President

**GROUP SUPPLEMENTAL MEDICAL EXPENSE INSURANCE CERTIFICATE  
RENEWABLE AT THE OPTION OF THE COMPANY  
NON-PARTICIPATING**

For service or complaints about the policy, please address any inquiries to the Administrator's address shown above or call 800-767-6811.

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM**

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**SCHEDULE**

INPATIENT HOSPITAL BENEFIT per Insured Person	up to \$5,000 per Calendar Year
OUTPATIENT BENEFIT II Per family, per Calendar Year Maximum Per Insured Person, per Calendar Year Maximum	up to \$5,000 50% of per family, Per Calendar Year
PHYSICIAN BENEFIT	Not Covered

All benefits listed above are subject to Exclusions and Limitations as outlined in the Certificate.

## DEFINITIONS

**Calendar Year** means the period that starts with the Insured Person's effective date and ends on December 31<sup>st</sup> of the first year. Each following Calendar Year will start on January 1<sup>st</sup> of any year and end on December 31<sup>st</sup> of that year.

**Coinsurance** means that dollar amount of covered medical expenses, after Deductible, not payable under the Insured Person(s) Health Benefit Plan.

**Complications of Pregnancy** means:

- (a) a condition which, while affected by Pregnancy, is still classed by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- (b) a non-elective cesarean section;
- (c) an extrauterine or ectopic Pregnancy; or
- (d) a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult pregnancy.

**Deductible** means the dollar amount of Deductible that applies to all the covered medical expenses under the Insured Person(s) Health Benefit Plan.

**Employee** means a person employed by the Policyholder and meeting the minimum hourly requirements shown in the Policyholder's application. If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. Employee also includes a retiree, but only if a retiree class is requested by the Policyholder's application.

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company wholly owned by the Policyholder and named in the Policyholder's application.

**Expenses Incurred** means the charge made for a service or supply that is covered by the Policy and given to an Insured Person due to an Injury or Sickness. The Expense Incurred must be Medically Necessary for the condition being treated. An expense or charge is deemed to be incurred on the date the service or supply that causes the expense or charge is given or obtained.

**Health Benefit Plan** means any group major medical or comprehensive medical plan through which an Insured Person has coverage. It may be a self-funded plan or provided through insurance. Health Benefit Plan does not include any limited medical program, Medicare, Medicaid, CHAMPUS, or TRICARE.

**Home Office** means the Company's office located at 7909 Parklane Road, Suite 200, Columbia, South Carolina 29223.

**Hospital** means a legally authorized and operated institution for the care and treatment of sick and injured persons. It must have graduate registered nurses (R.N.) on 24 hour call and organized facilities for diagnosis and surgery either on its premises or in facilities available to it on a contractual prearranged basis.

The following do not qualify as a Hospital: an institution, or part of it, which is used mainly as a facility for rest, nursing care, convalescent care, care of the aged, or for remedial education or training.

**Hospital Confined/Hospital Confinement** means the Insured Person is admitted to the facility as an overnight bed patient for a minimum of 15 consecutive hours.

**Immediate Family** means an Insured or an Insured Person's spouse, parent, child, grandparent, brother, sister, in-law or any person residing in the Insured Person's home.

**Injury** means bodily injury sustained by an Insured Person caused by an accident, directly and independently of all other causes, that occurs while this Policy is in force. All injuries sustained by an Insured Person in any one accident are considered a single Injury.

**Insured Person** means either an Insured or an Insured Dependent. An **Insured** is an Employee of the Policyholder whose coverage under the Policy has become effective and has not been terminated. **Insured Dependent** means any of the following:

- (a) the Insured's spouse;
- (b) the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under 26 years of age; and
- (c) the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age 26, provided such child was an Insured Person on the day immediately prior to attaining age 26, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company, but not more than once in any 12-month period.

Dependent includes a step-child, foster child, legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption, child under the Insured's legal guardianship, and grandchild who is a Dependent of the Insured for federal income tax purposes at the time the application for coverage of the grandchild is made. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree.

A spouse or child covered under the Policy as an Insured will not be eligible as a Dependent. If a husband and wife are both covered as Insured, a child will be the Dependent of only one parent.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- (a) it is provided only as a convenience to the Insured Person or provider;
- (b) it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- (c) it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- (d) it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Policyholder** means the Employer in whose name the Policy is issued, as shown on the cover page of this Certificate.

**Physician** means a qualified licensed Physician other than an Insured Person or a member of his Immediate Family. Physician includes all providers of medical care and treatment to the extent that they are licensed to perform services provided in this Policy. This includes, but is not limited to, medical doctors, chiropractors, chiropractors, dentists, optometrists, osteopaths, podiatrists and psychologists.

**Pregnancy** means a pregnancy which is terminated by childbirth, other than an elective cesarean section; or an elective abortion.

**Schedule** means the schedule in the Policy or Certificate which contains the benefits provided by the Policy.

**Sickness** means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences resulting in medical expense insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured for whom the claim is made.

**We** means Companion Life Insurance Company. **Us, Our, Ours** and the **Company** also refers to Companion Life Insurance Company.

**You, Your** and **Yours** means the Insured.

## **ELIGIBILITY AND EFFECTIVE DATE**

An Employee's Coverage will be effective as of the first of the month following approval of an eligible person's, as defined in the Policyholder's Application, individual application and payment of the first premium. In no event will coverage for any person become effective prior to the Effective Date of the Policy.

Newborn children, adopted children, children placed for adoption, or children for whom the Insured is a party in a suit for adoption will be covered on their date of birth, adoption, placement for adoption, or filing of such suit for a period of 31 days. If, during this 31 days, the Insured notifies the Company in writing and pays any premium that may be due, coverage will continue. If notification and premium payment is not received within the first 31 days after birth, adoption, placement for adoption, or filing of such suit evidence of insurability will be required and the Pre-Existing Condition Limitation, if any, will apply.

A congenital defect or birth abnormality of a newborn child which requires Hospital Confinement will be considered a Sickness.

### **LATE ENROLLEES**

If You do not apply for coverage on Your initial eligibility date, You may not apply for coverage for Yourself and/or any Dependents until the next Policy Anniversary Date.

## **BENEFITS**

The following benefits are payable if the Insured Person is covered by a Health Benefit Plan when the Covered Charges are incurred. Each benefit is subject to the terms, conditions, limitations, exclusions and Calendar Year Maximums as described herein.

**Inpatient Hospital Benefit** - If, as a result of an Injury or Sickness an Insured Person is Hospital Confined, under the regular care and attendance of a Physician and the expenses are covered by the Insured Person's Health Benefit Plan, the Company will pay up to the Inpatient Hospital Benefit per Calendar Year stated in the Policy Schedule. Hospital Confinement must begin on or after the Effective Date.

Such benefits are limited to:

- (a) The Deductible the Insured Person is required to pay under his Health Benefit Plan.
- (b) The Coinsurance amount the Insured Person is required to pay under his Health Benefit Plan.

Benefits also will be payable for Hospital emergency room treatment as follows:

- (a) Injury – up to the Inpatient Hospital Benefit, subject to Exclusions, Limitations and the Other Insurance Provision.
- (b) Sickness – up to the Inpatient Hospital Benefit, subject to Exclusions, Limitations and the Other Insurance Provision, if the Sickness results in Hospital Confinement within 24 hours of the Hospital emergency room treatment.

**Outpatient Benefit II** – Benefits are payable for Medically Necessary outpatient treatment for Injury or Sickness as shown in the Schedule. Such benefits are limited to: (a) the Deductible or Co-Payments the Insured Person is required to pay under his Health Benefit Plan; and (b) the Coinsurance amount the Insured Person is required to pay under his Health Benefit Plan. A “per Covered Person, per Calendar Year Maximum” equal to 50% of the Family Calendar Year Maximum also applies. Outpatient benefits include treatment under the regular care and attendance of a Physician at a Hospital, an outpatient surgical or emergency facility, a diagnostic testing facility, or a similar facility that is licensed to provide outpatient treatment. Covered expenses under the outpatient benefit do not include physician office visit expenses.

This benefit is in lieu of any Hospital Emergency Room benefit in the Inpatient Hospital Benefit.

## EXCLUSIONS

Benefits will not be paid for losses caused by or resulting from any one or more of the following:

- (a) Declared or undeclared war or any act thereof;
- (b) Suicide or intentionally self-inflicted Injury or any attempt thereat, while sane or insane (while sane, in Colorado and Missouri);
- (c) Any Hospital Confinement or other covered treatment for Injury or Sickness while an Insured Person is in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less do not, for the purpose of this exclusion, constitute service in the armed forces of any country. Upon notification to the Company of entering the armed forces of any country, the Company will return to the Insured pro rata any premium paid, less any benefits which have been paid, for any period during which the Insured Person is in such service;
- (d) Confinement in a Hospital or other covered treatment provided in a facility operated by an agency of the United States government or one of its agencies, unless the Insured Person is legally required to pay for the services;
- (e) Confinement or other covered treatment for Injury or Sickness which is not Medically Necessary;
- (f) Confinement or other covered treatment for Dental or Vision care not related to an accidental Injury;
- (g) Mental or nervous disorders;
- (h) Alcoholism, drug addiction or complications thereof;
- (i) Any Hospital Confinement or other covered treatment for Injury or Sickness for which compensation is payable under any Worker's Compensation Law, any Occupational Disease Law, or similar legislation;
- (j) Any Hospital Confinement or other covered treatment for Injury or Sickness that is payable under any insurance that does not require Deductible and/or Coinsurance payments by the Insured Person;
- (k) Any Hospital Confinement or other covered treatment for Injury or Sickness for which benefits are not payable under the Insured Person's Health Benefit Plan;
- (l) Any Hospital Confinement or other covered treatment for Injury or Sickness if, on the Insured Person's effective date of coverage, the Insured Person was not covered by a Health Benefit Plan, Our obligation will then be to refund all premiums paid for that Insured Person;
- (m) An Insured Person engaging in any act or occupation which is a violation of the law of the jurisdiction where the loss or cause occurred. A violation of the law includes both misdemeanor and felony violations;
- (n) Prescription drugs;
- (o) Durable medical equipment, unless dispensed in a Hospital, an outpatient surgical or emergency facility, a diagnostic testing facility, or a similar facility that is licensed to provide outpatient treatment;
- (p) Well newborn care, whether inpatient or outpatient; and
- (q) Wellness or preventive care.

## LIMITATIONS

**Pregnancy.** Hospital Confinements due to Pregnancy are payable if the Pregnancy is payable under the Insured Person's Health Benefit Plan.

Benefits for Pregnancy under this provision are limited to an Insured or an Insured Dependent spouse.



## TERMINATION OF COVERAGE

Coverage will terminate on the earliest date any of the following events occur:

- (1) As to any Insured Person:
  - (a) On the date the Policy is terminated;
  - (b) As of the premium due date when the required premium remains unpaid, subject to the grace period;
  - (c) On the premium due date following the date the Insured ceases to be an Employee of the Policyholder; or
  - (d) On the premium due date following the date the Insured Person's coverage under a Health Benefit Plan is no longer in effect.
- (2) As to an Insured Dependent spouse:
  - (a) On the premium due date following the date the spouse ceases to be an eligible spouse.
- (3) As to Insured Dependent children:
  - (a) On the premium due date following the date the child ceases to be an eligible child.

If a mental or physical handicap prevents an Insured Dependent child from self-support when he reaches the termination age, he may remain as an Insured Person under the Policy. Proof of such incapacity and dependency must be furnished to the Company within 31 days of the child's attainment of the termination age. Proof may be required by Us, but not more frequently than annually after the two-year period following the child's attainment of the limiting age. Coverage will continue as long as coverage remains in force and the Insured Dependent child is incapable of self-support.

Termination of the insurance of any Insured Person will be without prejudice to any Hospital Confinement or other covered treatment for Injury or Sickness that begins before the date of termination.

## PREMIUMS

Premiums must be paid on time to keep this Policy in force. This section explains how and when premiums are to be paid.

### PAYMENTS

Premiums are payable at the Company's Home Office or to any of the Company's authorized agents. The first premium is due on the Effective Date. Each subsequent premium is due on the first day following the interval for which the preceding premium was paid or within the Grace Period specified in the Policy.

### RIGHT TO CHANGE PREMIUM

The Company reserves the right to change all premiums applicable to the Policy on any premium due date by giving written notice to the Insured and Policyholder at least 60 days in advance of the date premium is to be changed.

## RENEWAL/TERMINATION

This Policy is a renewable plan and may be renewed at the option of the Company. The Policyholder or the Company may terminate the Policy on any date on or after the first Policy Anniversary Date by giving at least 30 days written notice to the other party.

## CLAIM PROVISIONS

### NOTICE OF CLAIM

Written notice of claim must be given within 30 days after a covered loss starts or as soon as reasonably possible. Notice must be given by or on behalf of the claimant to the Company or its administrator at 7909 Parklane Road, Suite 200, Columbia, South Carolina 29223 or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy number and nature of the loss.

### CLAIM FORM

When the Company or its administrator receives the notice of claim, forms will be sent to the Insured Person for filing proof of loss. If these forms are not provided within 15 days, the Insured Person will meet the proof of loss requirements by giving the Company or its administrator a signed written statement of the nature and extent of the loss within the limit stated in the proof of loss provision.

### PROOF OF LOSS

Written proof of loss must be given to the Company or its administrator within 90 days after the date of such loss. If it was not reasonably possible to give written proof in the time required, the Company will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the Insured Person is legally incapacitated.

### TIME OF PAYMENT OF CLAIMS

Any benefit payable under the Policy will be paid not more than 60 days after the Company or its administrator receives proper written proof of such loss.

### PAYMENT OF CLAIMS

All benefits will be payable to the Insured, unless the Company or its administrator receives written assignment of benefits to a provider of covered services. Any accrued benefits unpaid at the Insured's death will be paid to the estate of the Insured.

### FACILITY OF PAYMENT

If any benefit is payable to an Insured's estate or to a minor or person not otherwise competent to give a valid release, the Company or its administrator may pay such benefit, up to an amount not exceeding \$1,000, to any relative by blood or by marriage who the Company or its administrator considered to be entitled to the benefit. Any payment made by the Company in good faith pursuant to this provision will fully discharge the Company to the extent of such payment.

## GENERAL PROVISIONS

### ENTIRE CONTRACT

The Policy, the Policyholder's Application, along with the Insured's individual application, if any, and any endorsements and/or riders, is the entire contract between the Policyholder and the Company. All statements made by the Insured or the Policyholder, in the absence of fraud will be deemed representations and not warranties. No such statement will void the insurance or reduce the benefits under the Policy or be used in defense of a claim unless it is contained in a written application and a copy is provided to the Insured Person or beneficiary. No change in the Policy will be valid until approved by one of our officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

### GRACE PERIOD

The Company will allow a period of 31 days after the premium due date for payment of each premium after the first premium payment. The Policy is in force during this period.

**TIME LIMIT ON CERTAIN DEFENSES**

Misstatements in the application: After two years from the date the Insured Person becomes covered under the Policy, no misstatements, except fraudulent misstatements of a material fact made by the Insured in the Insured's application will be used to void coverage or to deny a claim for a loss that begins after the two year period.

**CONFORMITY WITH STATE STATUTES**

Any provision of the Policy that is in conflict with the laws of the state where the Policyholder is located on its effective date is amended to conform to minimum requirements.

**INDIVIDUAL CERTIFICATES**

The Company will issue a Certificate for each Insured which will describe:

1. the benefits to which an Insured Person is entitled under the Policy;
2. to whom such benefits are payable;
3. the limitations and requirements of the Policy; and
4. where the Policy may be inspected.

Nothing in the Certificate will change, modify or invalidate any of the terms and conditions of the Policy.

**POLICY INSPECTION**

The Policy may be inspected by any Insured Person any time during the regular business hours of the Policyholder.

**POLICY AMENDMENTS**

Subject to the laws of the state in which the Policy is issued, it may be changed, at any time by written amendment agreed to by the Company and the Policyholder. Premium rates may be changed according to the Premiums provision. Any amendments to the Policy will apply to all Insured Persons whether insured prior to or after the effective date of the amendment.

**LEGAL ACTIONS**

No legal action may be brought to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No such action may be brought after three years from the time written proof of loss is required.

**MISSTATEMENT OF AGE**

If the age of any Insured Person is incorrectly stated, we will make a fair adjustment of the premiums, benefits or both. The adjustment will be based on the premiums and benefits that would have been payable had we known the correct information.

**CLERICAL ERROR**

Clerical errors or delays in keeping records for the Policy:

- a. will not deny insurance which would otherwise have been granted;
- b. will not continue insurance which otherwise would have ceased; and
- c. will call for an adjustment of premium benefits to correct the error.

**WORKERS' COMPENSATION & WORKMEN'S COMPENSATION NOT AFFECTED**

The Policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance or Workmen's Compensation Insurance.

**PHYSICAL EXAMINATION AND AUTOPSY**

The Company, at Our own expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at Our own expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

**ADDING INSUREDS**

Additional Insureds may be added to the original group under the Policy, from time to time, according to the terms of this Policy.



**Companion Life Insurance Company  
7909 Parklane Road, Suite 200  
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(the “Company”)**

### **NOTICE OF ADMINISTRATOR’S CAPACITY**

**PLEASE READ:** This notice advises insured persons of the identity and relationship among the administrator, the policyholder and the insurer:

1. Companion Life Insurance Company (CLIC) has, by agreement, arranged for Special Insurance Services, Inc. to provide administrative services for your insurance plan. As administrator, Special Insurance Services, Inc., may be authorized to market, underwrite, bill and collect premiums, process claims payment, and perform other services, according to the terms of its agreement with the insurance company. Special Insurance Services, Inc. is not the insurance company or the policyholder.
2. The policyholder is the entity to whom the insurance policy has been issued. The policyholder is identified on either the face page or schedule page of the policy or certificate.
3. Companion Life Insurance Company is liable for the funds to pay your insurance claims.

If Special Insurance Services, Inc. is authorized to process claims for the insurance company, they will do so promptly. In the event there are delays in claims processing, you will have no greater rights to interest or other remedies against Special Insurance Services, Inc. than would otherwise be afforded to you by law.

## NOTICE OF PRIVACY PRACTICES

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THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR MEDICAL INFORMATION IS IMPORTANT TO US.

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### **Our Privacy Promise**

We will keep your medical information private. We will also give you this notice about our privacy practices, our legal duties and your rights concerning your medical information. We will follow the privacy practices that we describe in this notice while it is in effect. This notice took effect April 14, 2003, 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. We reserve the right to make these changes effective for all medical information that we keep, including medical information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice accordingly and send the new notice to you prior to the effective date of the change.

You may request a copy of this notice at any time or view a copy on our Web site at [www.CompanionLife.com](http://www.CompanionLife.com).

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### **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. For example:

Treatment: We may disclose your medical information to a physician or other health care professional so they can treat you.

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

- To pay claims from physicians, hospitals and other health care professionals for covered services you received.
- To determine your eligibility for benefits.
- To coordinate those benefits.
- To determine medical necessity.
- To obtain premiums.
- To issue explanations of benefits to the named insured.

We may also disclose your medical information to a health care professional or entity that is bound by the federal Privacy Rules so they can obtain payment or engage in payment activities.

Health Care Operations: We may use and/or disclose your medical information in the normal course of our health care operations. This includes:

- Determining our risk and premiums for your health plan.
- Quality assessment and improvement activities.
- Reviewing the qualifications of health care professionals; evaluating practitioner and provider performance; conducting training programs; and accreditation, certification, licensing and credentialing activities.
- Medical review, legal services and auditing, including fraud and abuse detection and compliance programs.
- Business planning and development.
- Business management and general administrative activities, including management activities relating to privacy, customer service, internal grievances and creating de-identified information or a limited data set.

We may disclose your medical information to another entity, which has a relationship with you and is also bound by the federal Privacy Rules, for its health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, or detecting or preventing health care fraud and abuse.

### **Your Authorization**

You may give us written authorization to use your medical information or to disclose it to anyone for any purpose. You may revoke your authorization in writing at any time. However, this will not affect any uses and disclosures we made while your authorization was in effect. Without your written authorization, we will not use or disclose your medical information for any reason except those described in this notice.

### **Your Family and Friends**

We may disclose your medical information to a family member, friend or other person to the extent necessary for them to assist with your health care, or with payment for your health care. 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.

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 will disclose your medical information based on our professional judgment of what would be in your best interest.

### **Your Employer or Organization Sponsoring Your Group Health Plan**

We may disclose summary information about you to your employer or plan sponsor for two reasons. One is to get premium bids for the health insurance coverage offered through your group health plan. The second is to decide whether to modify, amend or terminate your group health plan. The summary information we may disclose summarizes claims history, claims expenses or types of claims members of your group health plan have filed. The summary information will not include demographic information about the people in the group health plan,

but your employer or plan sponsor may be able to identify you or others from the summary information.

### **Underwriting**

We may receive your medical information for underwriting, premium rating or other activities necessary to create, renew or replace a contract of health insurance or health benefits. We will not use or further disclose this medical information for any other purpose (except as required by law) unless the contract of health insurance or health benefits is placed with us, in which case we will use and disclose your medical information as described in this notice.

### **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 your 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.

### **Health-Related Services**

We may use your medical information to contact you about health-related benefits and services, or about treatment alternatives. We may disclose your medical information to a business associate to assist us in these activities.

### **Marketing**

We may use or disclose your medical information to encourage you to purchase or use a product or service by face-to-face communication, or to provide you with promotional gifts of nominal value.



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## **Individual Rights**

### **Access**

You have the right to inspect or get copies of your medical information, with some exceptions. You may request that we provide copies in a format other than photo copies. We will use the format you request unless it is not practical to do so. To get your medical information, you must make a request in writing. If you request copies, we will charge you \$0.50 for each page and for staff time to copy your medical information. We also will charge for postage if you want us to mail the copies to you. If you request another format, we will charge a cost-based fee for providing your medical information in that format. Contact us using the information listed at the end of this notice for a full explanation of our fees.

### **Disclosure Accounting**

You have the right to request, in writing, to receive a list of instances in which we (or our business associates) disclosed your medical information for purposes other than treatment, payment and health care operations, or as authorized by you, or for certain other activities allowed by law, on or after April 14, 2003. We will provide you with the date on which we made each disclosure, the name of the person or entity to which we disclosed your medical information, a description of the medical information we disclosed and the reason for the disclosure. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for each additional request. Contact us using the information listed at the end of this notice for a full explanation of our fees.

### **Restriction**

You have the right to request, in writing, that we place additional restrictions on our use or disclosure of your medical information. 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 must be in writing signed by a person authorized to make such an agreement for us. We will not be bound unless our agreement is in writing.

### **Confidential Communications**

You have the right to request, in writing, that we communicate with you about your medical information by other means, or to other locations. You must state that you could be in danger if we do not communicate to you in confidence. 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. This includes sending explanations of benefits to the named insured of your health plan. We will not be bound to your confidential communications request unless our agreement is in writing.

Even though you requested that we communicate with you about your health care in confidence, an explanation of benefits issued to the named insured for health care that 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 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.

You may respond with a statement of disagreement that we will add to the information you wanted to amend. If we accept your request to amend the information, we will make reasonable efforts to inform others of the amendment, including people you name, and to include the changes in any future disclosures of that information.

**Electronic Notice**

If you are viewing this notice on our Web site or by electronic mail (e-mail), you may request this notice in written form by using the information listed at the end of this notice.

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**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 think that we may have violated your privacy rights, or you disagree with a decision we made about your privacy rights, you may tell 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**

Companion Life  
Bruce Honeycutt, Privacy Officer  
I-20 @ Alpine Road (AX-E01)  
Columbia, SC 29219

(803) 264-7258 (telephone)

(803) 264-7257 (fax)