Companion Life Insurance Company
PO Box 100102
Columbia, South Carolina 29202-3102

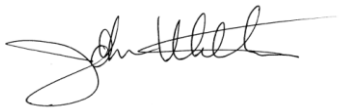
POLICYHOLDER:	**Barton Staffing Solutions, Inc**
ADDRESS:	**1000 Corporate Blvd Suite A, Aurora, IL 60505**
GROUP POLICY NUMBER:	**TSE3711**
EFFECTIVE DATE:	**January 1, 2021**
ISSUE DATE:	**January 1, 2021**
POLICY ANNIVERSARY DATE:	**January 1**

Companion Life Insurance Company, herein called the Company, in consideration of the application for this Group Policy and the timely payment of premiums, agrees, subject to the terms and conditions of the Policy, to insure eligible employees, herein called Insured(s), and their eligible Dependents under the Policy.

The Policy takes effect on the effective date shown above, 12:01 a.m. Standard Time at the address of the Policyholder. Subject to the terms and conditions of the Policy, it can be renewed until the first Policy Anniversary by timely payment of the required premium; it can be renewed after such time from month to month by timely payment of the required premium.

All provisions set forth on the following pages are a part of the Policy.

Signed for Companion Life Insurance Company.



_____
President

GROUP POLICY PROVIDING
ACCIDENT & HEALTH BENEFITS
NON-PARTICIPATING

For service or complaints about this policy, please address any inquiries to SISOC, PO BOX 389, Dubuque, IA 52004-0389 or call 1-800-457-4726.

NOTICE: This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty.

TABLE OF CONTENTS

Schedule of Benefits

HEALTH INDEMNITY INSURANCE

	BENEFIT AMOUNT
Daily In-Hospital Indemnity Benefit:	
Benefit Payable per Day	$700
Maximum Number of Days of Confinement per Covered Person per Benefit Year	30 Days
Initial Hospital Admission Indemnity Benefit	
Benefit Payable per Day	$1,500
Maximum Number of Days Payable per Covered Person per Benefit Year	1 Day
In-Patient Surgical Indemnity Benefit:	
Benefit Payable per Day	$2,000
Maximum Number of Days Covered Person per Benefit Year	1 Day
In-Patient Anesthesia Indemnity Benefit:	
Benefit Payable per Day	$500
Maximum Number of Days Covered Person per Benefit Year	1 Day
Outpatient Surgical Indemnity Benefit:	
Benefit Payable per Day	$1,000
Maximum Number of Days Covered Person per Benefit Year	1 Day
Outpatient Anesthesia Indemnity Benefit:	
Benefit Payable per Day	$250
Maximum Number of Days Covered Person per Benefit Year	1 Day
Outpatient Minor Surgical Indemnity Benefit:	
Benefit Payable per Day	$150
Maximum Number of Days Covered Person per Benefit Year	1 Day
Outpatient Physician Office Visit Indemnity Benefit:	
Benefit Payable per Day	$100
Maximum Number of Days Covered Person per Benefit Year	6 Days
Outpatient Diagnostic X-Ray and Laboratory Indemnity Benefit:	
Benefit Payable per Day of Testing	$100
Maximum Number of Testing Days per Covered Person per Benefit Year	1 Day

Outpatient Diagnostic Advanced Studies Indemnity Benefit	
Benefit Payable per Day	$300
Maximum Number of Days per Covered Person per Benefit Year	3 Days
Emergency Room Indemnity Benefit	
Benefit Payable per Day	$500
Maximum Number of Days Payable per Covered Person per Benefit Year	1 Day

1.01 "Accident" means sudden, unexpected and unintended injury which is independent of any Sickness and which takes place while the Covered Person's coverage is in force.

1.02 "Actively at Work" means that the Insured is:
(a) doing in the usual manner all of the regular duties of his or her employment on a scheduled work day; and
(b) these duties are being done at one of the places of business where he or she normally does such duties or at some location to which his or her employment sends him or her.

An Insured will be said to be Actively at Work on a day which is not a scheduled work day only if he or she would be able to perform in the usual manner all of the regular duties of his or her employment if it were a scheduled work day and was actively at work on the last preceding regular work day.

1.03 "Benefit Year" means a period of one year which starts and ends at midnight on the dates shown in the employer's application.

1.04 "Calendar Year" means the period from January 1 through December 31 of the same year.

1.05 "Certificate" means the individual certificate issued to the Insured. It describes the coverage under the Policy.

1.06 "Company" means Companion Life Insurance Company, located in Columbia, South Carolina.

1.07 "Confinement (or Confined)" means that period of time during any Hospital stay that the Covered Person is actually admitted on an inpatient basis. There must be a charge for room and board. "Confinement" does not include that period of time during which a Covered Person is in a Hospital emergency room, an observation room, a free-standing surgical facility, or outpatient facility.

1.08 "Covered Benefits" means those services or supplies shown in the Health Indemnity Benefit(s), if included in this policy, that:
(a) are for necessary treatment and recommended by a Physician;
(b) are received while the Covered Person is insured under the Policy, subject to any Extension of Benefits; and
(c) are not excluded under Section 4.

1.09 "Covered Person(s)" means the Insured and his or her Dependents insured under the Policy.

1.10 "Dependent" means an Insured's:
(a) lawful spouse (including and a legal relationship between the Insured and a persons of the same or opposite sex who form a civil union); or
(b) unmarried child (natural, step, adopted, pending adoption or placed for adoption pursuant to an interim court order of adoption) who is not eligible for medical coverage as an Insured under the Policy or any other group policy and who:
    (1) is less than 26 years old and is dependent on the Insured; or
    (2) becomes incapable of self-support because of mental retardation or physical handicap while insured under the Policy and prior to reaching the limiting age for dependent children. The child must be dependent on the Insured for support and maintenance. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. Then, coverage will continue for as long as the Insured's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26; or

(3) is not living with the Insured, but the Insured is legally required to support such child, and the child would otherwise qualify under (1) or (2) above.

(c) child under age 30 who (a) is an Illinois resident; (b) has served as a member of the active or reserve components of any of the branches of the U.S. Armed Forces and (c) has received a release or discharge other than a dishonorable discharge.

The term Dependent does not include a grandchild of the Insured (except where required by law).

1.11 "Effective Date" means the date coverage takes effect under the Policy. The Effective Date of the Insured will be the first day after the Normal Pay Date for which the first payroll deduction is taken for this coverage. The "Effective Date" will start at 12:01 a.m. at the main place of business of the Employer.

1.12 "Hospital" means a licensed institution that has on its premises:

(a) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician;
(b) 24-hour-a-day nursing service by graduate registered nurses; and
(c) the patient's written history and medical records.

It shall also have (or have available on a pre-arranged basis) laboratory, x-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians, or be accredited by the Joint Commission on Accreditation of Hospitals.

"Hospital" shall not include any institution or portion thereof used as a place for rehabilitation, rest, the aged, education or training; or a nursing or convalescent home or an extended care facility for the care of convalescent patients.

1.13 "Immediate Family" means the parents, spouse, children, or siblings of a Covered Person, or any person residing with a Covered Person.

1.14 "Insured" means any person who is eligible for insurance under Section 2 and is insured under the Policy by virtue of employment by an Employer.

1.15 "Normal Pay Date" means the day of the week the Insured's employer normally issues payroll. This date will remain the same regardless of a change in the payday which may occur due to holidays.

1.16 "Physician" means a practitioner of the healing arts who:

(a) is practicing within the scope of his or her license in the state where so licensed; and
(b) is not a member of the Covered Person's Immediate Family.

1.17 "Policy" means the policy issued to the Policyholder.

1.18 "Policyholder" means the Employer who holds the Master Policy.

1.19 "Schedule of Benefits (or Schedule)" means the benefit schedule set forth in the Policy or Certificate.

1.20 "Sickness" means illness or disease which begins while the Covered Person's coverage is in force and is the direct cause of the loss.

1.21 "Total Disability" or (Totally Disabled) means the Insured is disabled and prevented from performing the material and substantial duties of his or her occupation. For Dependents, "Totally Disabled" means the inability to perform a majority of the normal activities of a person of like age.

SECTION 2
ELIGIBILITY AND EFFECTIVE DATE

2.01 All persons who:

(a) are Actively at Work as employees of a Employer; and
(b) meet the definition of eligible Employee as stated in the Schedule, are eligible to be insured under the Policy. Evidence of insurability acceptable to the Company may be required.

2.02 The insurance on eligible employees will take effect on the Effective Date of the Employer if:
(a) an application is completed on or before said Effective Date;
(b) the underwriting rules of the Company are met;
(c) such person is Actively at Work; and
(d) the first premium is paid and received by the Company.

After the Effective Date of the Employer, the insurance of eligible employees will take effect on the first day after the Normal Pay date for which the first payroll deduction is taken for this coverage, subject to (a), (b), (c) and (d) above and the rules stated in the master application.

2.03 If and where Dependent coverage is available under the Policy, each Insured will be eligible for such coverage on the latest of the following dates:
(a) the day the Insured becomes eligible for insurance; or
(b) the day the Insured acquires his or her first Dependent.

With respect to Health Indemnity coverages, if both husband and wife are eligible for coverage under the Policy and have no Dependent children, the husband and wife may only elect individual coverage. If both husband and wife are eligible for coverage under the Policy and they have Dependent child(ren), either spouse, but not both, may elect Dependent coverage.

2.04 Dependent coverage may be elected by:
(a) Completing and signing an application within 31 days of the date the Dependent becomes eligible; and
(b) By completing any required form of payroll deduction.

2.05 The Effective Date of coverage for each eligible Dependent will be the first day after the Normal pay date for which the first payroll deduction is taken for this coverage, following:
(a) the Company's acceptance of the application; and
(b) receipt of the first premium by the Company.

However, if on such date the coverage for the eligible employee has not yet taken effect, the Effective Date for Dependent coverage will be the same as the Effective Date for such employee.

A newborn child will become insured for Accident or Sickness automatically on the day he or she is born as long as the Insured's coverage was in force on that date. Accident or Sickness includes prematurity, congenital defects and birth abnormalities. The newborn child's coverage will not continue past the 31-day period following birth unless:

(a) the Company is notified by the end of that 31-day period of the addition of such newborn child; and
(b) any applicable additional premium is paid.

An adopted child who has not attained 18 years of age, will become insured for Accident and Sickness automatically as of the date of adoption or placement for adoption. Placement for adoption means the assumption and retention by a person of legal obligation for total or partial support of a child in anticipation of the child's adoption. Coverage for an adopted child will not continue past the 31-day period following birth unless:

(a) the Company is notified by the end of the 31-day period of the addition of such adopted child; and
(b) any applicable additional premium is paid.

In all other instances if a Dependent is Totally Disabled on the date coverage (with respect to that particular Dependent) would otherwise take effect, the coverage of the Dependent will be deferred until the first of the month following the Dependent's cessation of Total Disability.

2.06 If a Covered Person is Totally Disabled when his or her coverage would otherwise take effect, coverage will take effect on the earlier of the following dates:

(a) with respect to coverage for the disabling condition:
    (1) the day following the expiration of any extension of benefits or continuation of coverage provided under the plan this plan replaces; or
    (2) the day coverage would otherwise take effect if the plan this plan replaces does not provide an extension of benefits or continuation of coverage; and
(b) with respect to coverage for conditions other than the disabling condition:
    (1) the day following the expiration of any continuation of coverage provided under the plan this plan replaces; or
    (2) the day coverage would otherwise take effect if the plan this plan replaces does not provide for continuation of coverage.

[3.01 HEALTH INDEMNITY BENEFITS. Subject to the provisions of the Policy, the Company will pay Covered Benefits for one or more of the following:

Daily In-Hospital Indemnity Benefit
If a Covered Person, while insured, is Confined in a Hospital as a result of Accident or Sickness, the Company will pay the Daily In-Hospital Indemnity Benefit amount, as shown in the Schedule, for each day of Confinement, for up to the Maximum Number of Days of Confinement per Calendar Year, as shown in the Schedule. No benefit will be paid during any period the Covered Person is not under the regular care and attendance of a Physician.

In-Patient Surgical Indemnity Benefit
If a Covered Person has a covered in-patient surgery performed, the Company will pay the daily In-Patient Surgical Indemnity Benefit, as shown in the Schedule, for up to the Maximum Number of Days of In-Patient Surgery per Calendar Year, as shown in the Schedule.

In-Patient Anesthesia Indemnity Benefit
If the In-Patient Surgical Indemnity Benefit is payable, the Company will pay the daily In-Patient Anesthesia Indemnity Benefit amount, as shown in the Schedule, for the administration of anesthesia, for up to the Maximum Number of Days of In-Patient Anesthesia per Calendar Year, as shown in the Schedule.

Outpatient Physician Office Visit Indemnity Benefit
The Company will pay the Outpatient Physician Office Visit Indemnity Benefit, as shown in the Schedule, for each day the Covered Person visits a Physician's office as a result of Sickness or Accident, not to exceed the Maximum Number of Office Visits per Calendar Year, as shown in the Schedule.

Outpatient Diagnostic X-Ray and Laboratory Indemnity Benefit
The Company will pay the Outpatient Diagnostic X-Ray and Laboratory Indemnity Benefit, as shown in the Schedule, when a Covered Person has diagnostic x-ray and laboratory tests performed. This benefit is limited to once per day of testing, not to exceed the Maximum Number of Testing Days per Calendar Year, as shown in the Schedule. These include tests that show a need for treatment or that are made because of definite symptoms of Accident or Sickness.

Outpatient Diagnostic Advanced Studies Indemnity Benefit
The Company will pay the Outpatient Diagnostic Advanced Studies Indemnity Benefit, as shown in the Schedule, when a Covered Person has tests performed. This benefit is limited to the stated benefit amount per day, not to exceed the Maximum Number of Days per Calendar Year, as shown in the Schedule. These include tests that show a need for treatment or that are made because of definite symptoms of Accident or Sickness. Those procedures excluding Preventive Care are limited to: Angiogram; Arteriogram; Computer Tomography Scan (CT); Electroenecephalogram (EEG); Magnetic Resonance Imaging (MRI); Myelogram; Positron Emission Tomography Scan (PET).

Emergency Room Indemnity Benefit
The Company will pay an Emergency Room Indemnity Benefit, as shown in the Schedule, for each day of emergency room services that result from an Accident or Sickness and [is/are] provided on an Emergency basis that do not result in Hospital Confinement. Benefits payable will not exceed the Calendar Year maximum benefit amount shown on the Schedule.

Emergency is defined as the sudden onset of a medical condition manifested by symptoms of such severity that the failure to immediately provide medically necessary care would reasonably be expected to result in:
(a) Placing the patient's health in serious jeopardy; or
(b) Serious impairment to bodily functions; or
(c) Serious dysfunction of any bodily organ or part.]

Outpatient Surgical Indemnity Benefit
If a Covered Person has a covered outpatient surgery performed, the Company will pay the daily Outpatient Surgical Indemnity Benefit, as shown in the Schedule, for up to the Maximum Number of Days of Outpatient Surgery per Calendar Year, as shown in the Schedule.

Outpatient Anesthesia Indemnity Benefit
If the Outpatient Surgical Indemnity Benefit is payable, the Company will pay the daily Outpatient Anesthesia Indemnity Benefit amount, as shown in the Schedule, for the administration of anesthesia, for up to the Maximum Number of Days of Outpatient Anesthesia per Calendar Year, as shown in the Schedule.

Outpatient Minor Surgical Indemnity Benefit
If a Covered Person has a covered outpatient minor surgery performed, the Company will pay the daily Outpatient Minor Surgical Indemnity Benefit, as shown in the Schedule, for up to the Maximum Number of Days of Outpatient Minor Surgery per Calendar Year, as shown in the Schedule.

"Outpatient Minor Surgical Procedure" means the procedures performed on an outpatient basis in the following CPT Code ranges:

Incision and drainage	(10040 – 11010)
Small lesions	(11055 – 11311)
Excision of benign lesions	(11400 – 11442)
Nails	(11719 – 11755)
Surgical Injections	(20500 – 20612)
Application of casts and strapping	(29035 – 29750)
Catheterizations	(36400 – 36680)
Lesions of the mouth	(40800 – 40840 and 41000 – 41016)
Gum lesions	(41800 – 42107)
Nerve blocks	(64402 – 64553)
Lesions of the eye	(67700 – 67850)
Lesions of the ear	(69400 – 69424)

SECTION 4
EXCLUSIONS AND LIMITATIONS

4.01 With respect to all of the benefits provided under the Policy, no benefits will be payable as the result of:

(a) suicide or any attempt thereat, while sane or insane.
(b) any intentionally self-inflicted injury or Sickness;
(c) rest care or rehabilitative care and treatment;
(d) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to cosmetic surgery resulting from a covered Accident if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
(e) immunization shots and routine examinations such as: health exams; periodic check-ups; pre-marital exams; and routine physicals;
(f) routine newborn care, including routine nursery charges;
(g) voluntary abortion, except with respect to the Insured or covered Dependent spouse:
  (1) where such person's life would be endangered if the fetus were carried to term; or
  (1) where medical complications have arisen from an abortion;
(h) pregnancy of a Dependent child, unless required by law;
(i) the treatment of:
  (1) mental illness;
  (2) functional or organic nervous disorder, regardless of cause;
  (2) alcohol abuse;
  (3) drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed, for more than 10 days in any Calendar Year, with respect to payment of the Daily In-Hospital Indemnity Benefit;
(j) participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
(k) committing, attempting to commit, or taking part in a felony or assault, or engaging in an illegal occupation;
[(l) participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee-jumping, or hang gliding;
(m) air travel, except:
  (1) as a fare-paying passenger on a commercial airline on a regularly scheduled route; or
  (2) as a passenger for transportation only and not as a pilot or crew member;
(n) any Accident occurring as a result of the Covered Person being intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Accident took place);
(o) sex changes;
(p) experimental treatments or surgery;
(q) the reversal of tubal ligation and vasectomies;
(r) artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications, or Physician's services, unless required by law;
(s) treatment of exogenous obesity or weight control;
(t) an act of war, whether declared or undeclared, or while performing police duty as a member of any military or naval organization. This exclusion includes Accident sustained or Sickness contracted while in the service of any military, naval or air force of any country engaged in war. The Company will refund the pro rata unearned premium for any such period the Covered Person is not covered;
(u) accident or sickness in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law, whether or not application for such benefits have been made;
(v) air or ground ambulance service;
(w) for loss incurred, care or treatment received, or hospital confinement occurring outside of the United States or its possessions [except in the event of an emergency; or
(x) Dentistry or oral surgery except:

(1) Excision of impacted third molars; or
(2) Closed or open reduction of fractures or dislocation of the jaw.

[4.02 In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Outpatient Physician Office Visit Indemnity Benefit and the Outpatient Diagnostic X-Ray and Laboratory Indemnity Benefit:

(a) visits made, examinations given, or x-rays or laboratory tests performed as an in-patient while Confined to a Hospital;
(b) routine eye examinations or fitting of glasses;
(c) fitting of hearing aids;
(d) dental examinations or dental care other than expenses resulting from accidental injury; and
(e) benefits which are provided under any other part of the Policy.

SECTION 5
TERMINATION OF INSURANCE

5.01 The insurance on an Insured will cease on the earliest of:
(a) the last day of the payroll deduction period during which the Insured ceases to be a member of a class eligible for coverage as shown in the Schedule;
(b) the end of the last period for which premium payment has been made to the Company;
(c) the date the Policy terminates;
(d) the last day of the payroll deduction period during which the Insured is retired or pensioned;
(e) with respect to those Insureds working for employers with less than 20 employees on a typical work day in the preceding Calendar Year, the last day of the payroll deduction period during which the Insured attains age 70; or
(f) the last day of the payroll deduction period during which the Insured terminates employment.

5.02 The insurance on a Dependent will cease on the earliest of:
(a) the date the Insured's coverage terminates;
(b) the end of the last period for which premium payment has been made to the Company;
(c) the date the Dependent no longer meets the definition of Dependent, as defined in the Policy; or
(d) the date the Policy is modified so as to exclude Dependent coverage.

5.03 The Company shall have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.

5.04 **TERMINATION OF POLICY:** The Policy may be terminated as described below.
The Employer may terminate coverage under the Policy by giving written notice to the Company. Termination will be effective on the latter of:
(a) the date we receive the notice; or
(b) the requested termination date.
After the first anniversary date of the Policy, the Company may terminate any or all of the insurance under the Policy, as of any premium due date, by giving written notice to the Policyholder at least 60 days prior to the termination date.

5.05 **EXTENSION OF BENEFITS:** Whenever termination of coverage under this section occurs because of termination of the Insured's employment, such termination shall be without prejudice to:
(a) any Hospital Confinement which commenced while the Policy was in force, with respect to In-Hospital Indemnity Benefits; or
(b) any covered treatment or service for which benefits would be provided under the Health Indemnity Benefits of the Policy and which commenced while the Policy was in force; provided; however, that the Covered Person is and continues to be Hospital Confined or Totally Disabled. Such Extension of Benefits shall continue for up to 30 days.

SECTION 6
PREMIUMS

6.01 All premiums are payable on or before the date they are due. Premiums are payable by a mode of payment that has been agreed upon between the Employer and the Company.

6.02 The premium rates may be changed by the Company. If the rates are changed, the Company will give at least 31 days advance written notice. If an increase takes place on other than a premium due date, they will be due on the date of the increase to the next premium due date. If such premium is not paid when due, the coverage will automatically be discontinued as of the date the pro rata premium was due. Any partial payment of premium will be refunded.

6.03 If a change in benefits increases the Company's liability, premium rates may be changed on the date that the liability is increased.

SECTION 7
GENERAL PROVISIONS

7.01 ENTIRE CONTRACT-CHANGES: The entire contract shall include:
(a) the Policy;
(b) the application of the Policyholder;
(c) the Insured's application, if any, attached to the Certificate; and
(d) all endorsements and amendments.

Statements made by the Policyholder or the Insured are representations and not warranties, if fraud was not intended. (The words "if fraud was not intended" do not apply in Georgia or North Carolina.) No such statements will be used to avoid the insurance, reduce benefits, or defend a claim under the Policy unless:
(a) the statement is in writing; and
(b) a copy of that statement is given to the Insured or his or her beneficiary.

The terms of the Policy can be changed only by endorsement or amendment signed by the President or Secretary of the Company. No agent may change the Policy or waive its provisions.

7.02 TIME LIMIT ON CERTAIN DEFENSES: The validity of the Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums. After coverage for a Covered Person has been in force for two years, the Company cannot:
(a) void the coverage; or
(b) deny a claim for loss that starts after the two-year period, because of statements in the application unless they were fraudulent misstatements.

7.03 GRACE PERIOD: A grace period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during this time. The coverage under the Policy will terminate at the end of the grace period if the premium has not been paid. The Policyholder must still pay all unpaid premium due for the grace period.

The Policyholder may, by writing to the Company, cancel the coverage under the Policy:
(a) on any future premium due date; or
(b) on any date during the grace period.

If coverage is cancelled on a premium due date, the grace period will not apply. If cancellation is during the grace period, the Policyholder will be liable for any unpaid premium including the pro rata premium for that part of the grace period coverage was in force.

7.04 NOTICE OF CLAIM: Written notice of claim must be given to the Company at our home office, or to any third party administrator authorized by the Company. Such notice should be made within 30 days after any loss covered by the Policy (60 days in Kentucky, six months in Montana). If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay.

7.05 CLAIM FORMS: Claim forms should be used for filing proof of loss. They will be sent to the claimant within 15 days of receipt of notice of claim. If claim forms are not supplied within 15 days, a claimant can give proof as follows:
(a) in writing;
(b) setting forth the nature and extent of the loss; and
(c) within the time stated in the Proof of Loss provision.

(If the Insured resides in Georgia, the reference to 15 days is changed to 10 working days.)

7.06 PROOF OF LOSS: Proof of loss for which the Policy provides any periodic payment contingent upon continuing loss must be given to the Company within 90 days after termination of the period for which the Company is liable. For any other loss, proof of loss must be given to the Company within 90 days after such loss. Late proof may be accepted if:
(a) it was not reasonably possible to give proof in that time; and
(b) the proof is given within one year from the date proof of loss was otherwise required. This one year limit will not apply in the absence of legal capacity.

7.07 TIME OF PAYMENT OF CLAIMS: All accrued benefits for loss for which the Policy provides periodic payment will be paid each month, subject to written proof of loss. Any balance not paid when liability ends will be paid within 30 days after receipt of written proof. Benefits for any other covered loss will be paid within 30 days from that the Company receives written proof of such loss. Failure to pay within such period shall entitle the Covered Person to interest at the rate of 9 per cent per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

7.08 PAYMENT OF BENEFITS: Health Indemnity Benefits may be assigned to the provider(s) of such benefits. Otherwise, all benefits payable under the Policy will be paid to the Insured. Accrued benefits that are not paid at the Insured's death will be paid to his or her beneficiary or estate. If a benefit is to be paid to the Insured's estate, or to an Insured or beneficiary who is not competent to give a valid release, the Company may pay up to $1,000 of such benefit to one of the Insured's relatives who is deemed by the Company to be justly entitled to it. Such payment, made in good faith, fully discharges the Company to the extent of the payment.

7.09 PHYSICAL EXAMINATION: The Company has the right to have a Covered Person examined by a Physician of its choice as often as reasonably necessary while a claim is pending. The Company will pay for such examination. In case of death, the Company may request an autopsy where it is not forbidden by law.

7.10 LEGAL ACTIONS: No legal action may be brought to recover under the Policy:
(a) within 60 days after written proof of loss has been furnished as required; or
(b) more than three years (five years in Kansas, six years in South Carolina and the applicable statute of limitations in Florida) from the time written proof of loss is required to be furnished.

7.11 CONFORMITY WITH STATE LAWS: A provision of the Policy that, on the Effective Date, conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law as of the Effective Date.

7.12 MISSTATEMENT OF AGE: If the age of any Covered Person is incorrectly stated, the amount of benefits payable will be the amount shown on the Schedule. The premium will be adjusted so that the Company will be paid any amount due based on such Covered Person's true age.

7.13 NEW INSUREDS: To the group or class originally insured, there will be added from time to time all persons eligible and applying for insurance in such group or class.

7.14 CERTIFICATES: The Company will supply individual Certificates for each Insured. This Certificate will describe:

(a) the insurance benefits;
(b) to whom benefits will be paid;
(c) any limitations of the Policy; and
(d) all other essential features of the Policy.

If more than one Certificate is issued under the Policy to an Insured, only the last one issued will be in effect.

7.15 CHANGE OF BENEFICIARY: Unless the Covered Person makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Covered Person and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

COMPANION LIFE INSURANCE COMPANY
Columbia, South Carolina 29223

Effective Date: _____
(if different from Certificate)

INITIAL HOSPITAL ADMISSION INDEMNITY BENEFIT

The Policy/Certificate to which this Rider is attached is hereby amended to include a new benefit as follows:

Initial Hospital Admission Indemnity Benefit
If a Covered Person is admitted to a Hospital as a registered patient for a period of 24 consecutive hours or longer due to an Accident or Sickness, the Company will pay the Initial Hospital Admission Indemnity Benefit shown in the Schedule. This benefit is limited to the maximum number of confinements per Calendar Year as shown in the Schedule.

This Rider only applies if it is elected and the required premiums are paid. This Rider is subject to all of the provisions of the Policy/Certificate as long as this Rider does not amend them. This Rider will terminate on the same date as the Policy/Certificate to which it is attached.