

SERFF Tracking Number: CNSC-125548350 State: Arkansas  
Filing Company: Conseco Insurance Company State Tracking Number: 38678  
Company Tracking Number:  
TOI: H07I Individual Health - Specified Disease - Sub-TOI: H07I.001 Critical Illness  
Limited Benefit  
Product Name: Individual Critical Illness  
Project Name/Number: Individual Critical Illness/CIC1039

## Filing at a Glance

Company: Conseco Insurance Company

Product Name: Individual Critical Illness SERFF Tr Num: CNSC-125548350 State: ArkansasLH

TOI: H07I Individual Health - Specified Disease SERFF Status: Closed State Tr Num: 38678

- Limited Benefit

Sub-TOI: H07I.001 Critical Illness

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form/Rate

Co Status:

Reviewer(s): Rosalind Minor

Authors: Beth Blackwell, Stacey

Disposition Date: 04/18/2008

Farmer, Michelle Garba

Date Submitted: 04/08/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Individual Critical Illness

Status of Filing in Domicile: Pending

Project Number: CIC1039

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/18/2008

State Status Changed: 04/18/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Individual Critical Illness Product

## Company and Contact

SERFF Tracking Number: CNSC-125548350 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 38678  
 Company Tracking Number:  
 TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness  
 Limited Benefit  
 Product Name: Individual Critical Illness  
 Project Name/Number: Individual Critical Illness/CIC1039

**Filing Contact Information**

Stacey Farmer, Compliance Analyst stacey\_farmer@conseco.com  
 11825 N Pennsylvania St (800) 888-4918 [Phone]  
 Carmel, IN 46032 (317) 817-2333[FAX]

**Filing Company Information**

Conseco Insurance Company CoCode: 60682 State of Domicile: Illinois  
 11815 N Pennsylvania St Group Code: 233 Company Type:  
 Carmel, IN 46032 Group Name: State ID Number:  
 (800) 888-4918 ext. [Phone] FEIN Number: 45-0103436  
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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Conseco Insurance Company	\$50.00	04/08/2008	19368640

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/18/2008	04/18/2008



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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	cvr ltr	Approved-Closed	Yes
Form	CRITICAL ILLNESS POLICY	Approved-Closed	Yes
Form	SCHEDULE	Approved-Closed	Yes
Form	CRITICAL ILLNESS APPLICATION	Approved-Closed	Yes
Form	OUTLINE OF COVERAGE	Approved-Closed	Yes
Form	ROP RIDER	Approved-Closed	Yes
Rate	ACT MEMO, EXHIBITS, RATES	Approved-Closed	No

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## Form Schedule

Lead Form Number: CIC1039-AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	CIC1039-AR	Advertising	CRITICAL ILLNESS POLICY	Initial		50	CIC1039AR.pdf
Approved-Closed	SCHEDUL E-ICI	Schedule Pages	SCHEDULE	Initial			POLICY SCHEDULE - ICI.pdf
Approved-Closed	AP-1040AR	Application/ Enrollment Form	CRITICAL ILLNESS APPLICATION	Initial			AP-1040AR.pdf
Approved-Closed	OC1039AR	Outline of Coverage	OUTLINE OF COVERAGE	Initial			OC1039AR.pdf
Approved-Closed	R1041ROP AR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ROP RIDER	Initial			R1041ROPA R.pdf

**Conseco Insurance Company**  
**Chicago, Illinois**  
**Administrative Office: 11825 N. Pennsylvania Street**  
**Carmel, IN 46032-4555 • Telephone: 1-800-981-8404**

**CRITICAL ILLNESS POLICY**

**THIS IS A LIMITED BENEFIT POLICY– PLEASE READ CAREFULLY.**  
**THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If an Insured is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare”, which is available from the Company.

This Policy (“Policy”) is a legal contract between the Policyowner (shown on the Policy Schedule) and Conseco Insurance Company (the Company). Subject to all the terms and conditions set forth in the Policy, We agree to provide coverage to the Insured against Loss based on the application and in return for Premium payments.

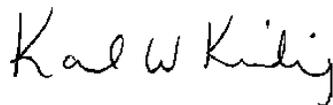
**WAITING PERIOD:** This Policy contains a 30 day Waiting Period. If an Insured is diagnosed with or treated for any specified critical illness during the first 30 days of coverage under this Policy, no benefits will be provided for Loss resulting from that diagnosed specified critical illness until 12 months after the Insured’s Effective Date of coverage. If an Insured is diagnosed during the first 30 days of coverage, the Insured may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**TEN-DAY RIGHT TO RETURN:** If for any reason the Insured is not satisfied with this Policy, send a written request along with the Policy to Our Administrative Office within 10 days after it is received for a complete refund of Premium and cancellation.

**IT IS IMPORTANT** that You read the entire Policy, including the application, which is a part of the Policy, and write to Us within 10 days if any information shown in the application is incorrect or incomplete.

**GUARANTEED RENEWABILITY PRIVILEGE – PREMIUM CHANGE:** This Policy is continuously renewed by the payment of Premiums when due. We reserve the right to change Premium rates upon written notice to the Insured’s last known address at least 31 days before the change is to become effective. We will only change Your premium if We change it for all policies of this form number in Your state of issue on a Class basis. Premium classification is determined by Class and payment method. Your Policy cannot be singled out for a Premium rate change.

This Policy is executed on behalf of CONSECO INSURANCE COMPANY by its President and Secretary at its Administrative Office in Carmel, Indiana.



Secretary



President

THIS IS A SPECIFIED ILLNESS POLICY WHICH ONLY PROVIDES STATED BENEFITS FOR SPECIFIED ILLNESSES OR OTHER BENEFITS THAT MAY BE ADDED.

## POLICY INDEX

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### SECTION 1: DEFINITIONS

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

**ACUPUNCTURIST:** Means an Accredited Practitioner that has been trained and certified by the National Certification Commission for Acupuncture and Oriental Medicine (NCCAOM). They may be called “Diplomat in Acupuncture” or represented as “National Board Certified in Acupuncture (NCCAOM)”.

**ALTERNATIVE CARE PRACTITIONER:** For the purposes of this Policy, means a Naturopathic Doctor, Homeopathic Practitioner, Ayurvedic Practitioner, Acupuncturist, Herbalist, Hypnotherapist, Massage Therapist or Nutritionist as defined within this Policy.

**AYURVEDIC PRACTITIONER:** Means an Accredited Practitioner who has been certified through the American Association of Drugless Practitioners for Ayurvedic Medicine.

**CALENDAR YEAR:** The period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.

**CLASS:** Is defined as one or more of the following: age on the Effective Date; the use or non-use of tobacco products; state of issue; and type and level of benefits.

**PHYSICIAN:** A person other than You or a member of Your Immediate Family who:

- is licensed by the state to practice a healing art recognized and condoned by the American Medical Association;
- performs services which are allowed by that license; and,
- performs services for which benefits are provided by this Policy.

**EFFECTIVE DATE:** The date shown on the Policy Schedule for all Insureds accepted for coverage. Coverage becomes effective on the latter of: (1) the Effective Date; or (2) the date the first Premium is accepted by Us.

**HERBALIST:** Means an Accredited Practitioner who has been accredited by the American Association of Drugless Practitioners and has had at least 60 hours attendance at advanced herbal science seminars.

**HOMEOPATHIC PRACTITIONER:** Means an Accredited Practitioner who has a Bachelors degree in a health related profession, such as medicine, osteopathy or naturopathic medicine and has passed the certification exam administered by the Council for Homeopathic Certification.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as a Hospital pursuant to law, on an inpatient basis;
- provides care of injured and sick people;
- is supervised by one or more Physicians;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate nurse (RN); and,
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities.

A Hospital is not a bed, unit, or facility that functions as a/an:

- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home, or a home for the aged;
- sanatorium;
- rehabilitation center;
- place primarily providing care for alcoholics or drug addicts; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL CONFINED/CONFINEMENT:** Confinement as an inpatient in a Hospital for which room and board charges are made each day.

**HYPNOTHERAPIST:** Means an Accredited Practitioner who has been certified by the American Board of Hypnotherapy or the American Clinical Board of Hypnotherapy.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents.

**LOSS:** Means a specified critical illness for which We pay benefits under this Policy.

**MASSAGE THERAPY:** Means the manipulation of the soft tissues of the body to normalize the tissues. Forms of massage therapy include, but are not limited to Swedish Massage, Sports Massage, Manual lymph drainage, European methods, Rolfing, Trager, and Shiatsu.

**NATUROPATHIC DOCTOR:** Means a Naturopathic Doctor who has been educated at a four year Naturopathic medical school, which is accredited by the Council on Naturopathic Medical Education.

**NUTRITIONIST:** Means an Accredited Practitioner who has a Bachelors Degree in Dietetics/Nutrition from an accredited college or university and has received accreditation from the American Dietetic Association.

**PERIOD OF CONFINEMENT:** A period which begins at least 30 days after Your Effective Date of coverage, beginning on the first day of Hospital Confinement and ending on the last day of Hospital Confinement. If You are re-confined within 30 days, then the later period will be considered a continuation of the prior Period of Confinement. If re-confinement occurs more than 30 days later, We will treat the later Hospital Confinement as a new Period of Confinement.

**POLICY:** means the Entire Contract of insurance between the Policyowner and the Company.

**POLICYOWNER:** Means the person who owns this Policy.

**PREMIUM:** The amount of money the Insured is required to pay Us in return for the coverage provided by this Policy.

**PRE-EXISTING CONDITION:** Means the existence of symptoms that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a twelve (12) month period preceding the Effective Date of the coverage of the Insured or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a twelve (12) month period preceding the Effective Date of coverage. A pre-existing condition can exist even though a diagnosis has not yet been made.

**WAITING PERIOD:** Means the first 30 days following the Effective Date of the Insured's coverage. No benefits will be paid for a specified critical illness which is diagnosed during the waiting period.

**WE, US, OUR, COMPANY:** Conseco Insurance Company.

**YOU, YOUR, YOURSELF, INSURED:**

The person(s) named as an Insured on the Policy Schedule.

Spouse means the insurable person named as spouse on the application and legally married to the Insured on the Effective Date of this Policy.

Child(ren) means the Insured's and spouse's natural child, step-child, legally adopted child, a child placed with the Insured for adoption, a foster child(ren), or court appointed guardianship/order/administrative order of a child including grandchild, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- the Limiting Age is 24.

Children also includes dependent children, regardless of age, who:

- are mentally or physically handicapped;
- became or become handicapped prior to the Limiting Age; and,
- cannot support themselves because of their handicap.

For handicapped children We must be provided, where possible, with proof of the child's incapacity and dependency after the child reaches the Limiting Age.

A child's insurance will terminate on the date on which that child ceases to meet the above conditions. Our acceptance of Premium after this date is considered as Premium only for the remaining persons who qualify under this Policy. It is the Insured's responsibility to notify Us when a child ceases to meet the above conditions.

Newborn children are insured from the moment of birth. A newborn child is covered from the moment of birth for 90 days. Coverage for such child may be extended beyond the initial 90 day period by notifying Us in writing within 90 days after the child's birth and paying any required additional Premium.

Benefits for newborns will be paid for the necessary care and treatment of medically diagnosed congenital defects, birth abnormalities and prematurity. Benefits are not payable for normal, newborn childcare.

A child(ren) placed for adoption, a foster child(ren), or court appointed guardianship of a child(ren) including grandchild after the Effective Date of this Policy will be covered from the date of placement; Pre-Existing Condition limitations and exclusions will not apply. A newly adopted child, a foster child(ren), or court appointed guardianship of a child is covered for 60 days from the date of placement. Coverage for such child may be extended beyond the initial 60 day period by notifying Us in writing within 60 days after the date of placement and paying any required additional Premium. Coverage on a child for whom adoption proceedings have been filed will terminate on the date such proceedings are terminated and the child is removed from placement.

## SECTION 2: PREMIUMS

**PAYMENT OF PREMIUMS:** The first Premium is due on the Effective Date of this Policy. Each Premium after the first is due on the last day of the term for which the most recent Premium was paid and must be accepted by Us at Our Administrative Office.

**EXCEPTION:** During the time, if any, that it is agreed between You and Us that Premiums will be billed and remitted through payroll deduction or credit union share account deduction, Premium is due in Our Administrative Office on the due date indicated in the billing provided to the administrator coordinating Premium payments on Your behalf.

This Policy will not be in force until the first Premium is accepted by Us. If We accept a Premium, this Policy will continue in force until the end of the term for which that Premium was due.

The amount of the first Premium is shown in the Policy Schedule and is based on Your initial mode of payment. The amount of each Premium after the first is based on Your then current mode of payment and the Premium then being charged for Policies of this form number and Premium classification issued in the same state. If You do not pay Your Premium when due or within the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** A grace period of 31 days is granted for the payment of each Premium falling due after the first Premium. During this period the Policy will stay in force. The Policy will terminate on the due date of the unpaid Premium if You do not pay the Premium by the end of the grace period. A grace period is not provided if You send Us notice to terminate the Policy prior to a Premium due date. Termination for any reason will not prejudice a claim for Loss incurred prior to the due date of the unpaid Premium.

**REINSTATEMENT:** If this Policy terminates because the Premium is not paid by the last day of the grace period, We may allow You to reinstate Your Policy.

If We accept Your Premium and do not require a reinstatement application, this Policy will be reinstated as of 12:00 noon Standard Time at Your place of residence. The Effective Date of coverage will be the date We receive the Premium. If We require a reinstatement application at the time We receive the Premium, We will issue a conditional receipt for the Premium. Upon Our receipt and approval of the reinstatement application, this Policy will be reinstated as of 12:00 noon Standard Time on the date the reinstatement application is approved by Us. If We do not mail written notice of disapproval within 45 days after the date of the conditional receipt, then this Policy will automatically be reinstated as of 12:00 noon Standard Time on the 45th day.

The reinstated Policy will provide benefits only for Loss resulting from a specified critical illness positively diagnosed 10 days or more after the reinstatement date. The reinstated Policy will only provide benefits for other Losses, 10 days or more after the reinstatement date.

We reserve the right to make changes in this Policy before We reinstate it. Any changes will be noted on or attached to the reinstated Policy. In every other way, Your rights and Our rights will be the same as existed immediately prior to termination.

**TRANSFER FROM PAYROLL DEDUCTION:** If this Policy was issued on a payroll deduction payment method as designated in Your application and if, after at least one Premium payment, Premiums cease to be remitted through a valid payroll group, You may continue Your insurance by remitting Premium through one of Our other payment methods then available.

At the time this Policy is issued, these payment methods include:

- monthly deduction from a checking or saving account; and,
- direct bill for an annual, or semi-annual premium.

The Premium rate will not be changed because of this transfer.

### SECTION 3: CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 60 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Administrative Office. The notice should include the Insured's name, and the Policy number.

**CLAIM FORMS:** When We receive written notice of a claim, We will send forms for filing Proof of Loss. If We do not send these forms within 15 days, You will meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the Loss within the time stated in the Proof of Loss provision.

**PROOF OF LOSS:** You must give Us satisfactory written Proof of Loss within 90 days after the Loss for which You are seeking benefits. If it is not reasonably possible to give written Proof of Loss in the time required, We will not reduce or deny benefits for this reason if the Proof of Loss is filed as soon as reasonably possible. However, the Proof of Loss required must be given no later than one year and 90 days from the date proof is otherwise required, unless You were legally incapacitated during that time.

If this Policy provides for periodic payments for continuing Loss, written Proof of Loss must be given to Us within 90 days after the end of each period for which We are liable.

One or more of the following together with Your written statement may be required as Proof of Loss:

- completed Company claim forms;
- marriage certificate, and death certificates;
- a Pathologist's report;
- a Physician's statement;
- itemized bills for services rendered;
- Hospital, medical and Physician records;
- autopsy report;
- medical and pharmaceutical receipts; and,
- any information that may be necessary.

**TIME OF PAYMENT OF CLAIMS:** After We receive written Proof of Loss and determine that benefits are payable, We will pay monthly all benefits then due for claims providing a periodic payment. Benefits for any other Loss for which benefits are payable under this Policy will be paid within the applicable legal requirements of the Policy's state of jurisdiction and when We receive written Proof of Loss satisfactory to Us.

**PAYMENT OF CLAIMS:** Benefits will be paid to the Insured. Any benefits unpaid at the time of the Insured's death will be paid in the following order: the surviving person legally married to the Insured at the Insured's death; the Insured's estate.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We can require an autopsy where not forbidden by law. Either will be done at Our expense.

**UNPAID PREMIUM:** When a claim is paid, any Premium due and unpaid may be deducted by Us from the claim payment.

**CLAIM REVIEW:** If a claim is denied, We will give You written notice of the reason for denial; the Policy provision that relates to the denial; Your right to ask for a review of the claim; and any additional information that might allow Us to change Our decision.

**LEGAL ACTION:** No Legal Action can be taken against Us to receive benefits under this Policy:

- within 60 days after written Proof of Loss has been furnished, in accordance with the requirements of this Policy; or,
- more than three years from the time written Proof of Loss is required to be given.

## SECTION 4: GENERAL PROVISIONS

**ENTIRE CONTRACT:** The entire contract of insurance consists of:

- this Policy;
- the Policy Schedule;
- any attached amendments, riders or endorsements; and,
- the application and any supplemental application.

In the absence of fraud, all statements made by the Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured, his or her beneficiary, or a personal representative.

**POLICY CHANGES:** No change to this Policy is valid unless it is in writing, endorsed by one of Our officers, and attached to this Policy. No one else has the authority to change this Policy or to waive any of its provisions.

**ADDING ADDITIONAL INSUREDS:** You may be able to add a spouse or child(ren) to this Policy as an Insured, subject to the You, Your, Yourself, Insured definition. To do so We must receive: (1) an application for the spouse or child(ren); (2) evidence satisfactory to Us that the person is eligible and insurable; and, (3) payment of any additional Premium for that person. If the application is approved, We will notify You of the date the added person's coverage becomes effective.

**TERM:** The first term begins at 12:00 noon Standard Time at the Insured's address on the Effective Date shown on the Policy Schedule. The first term ends at 12:00 noon Standard Time on the next following renewal date. Each renewal term begins at 12:00 noon Standard Time on the date the previous term ends. Each renewal term ends at 12:00 noon Standard Time on the date to which Premium is paid. Renewal dates are determined by Your mode of payment which is shown on the Policy Schedule.

**CANCELLATION OF INSURANCE:** The Policyowner may request cancellation of this Policy at any time. The Policyowner may also cancel any coverage provided to an Insured at any time. The request must be in writing and sent to Us at Our Administrative Office. Cancellation will become effective on the day We receive the request, or on a later date specified in the request.

Cancellation will not prejudice a claim for Loss incurred prior to cancellation.

**REFUND OF UNEARNED PREMIUM:** Upon receipt of written proof of death of an Insured, We will return the unearned portion of any Premium paid to the Insured's estate.

**CONTINUATION:** If the Policyowner dies, or if this is a lump sum only plan and the Policyowner receives payment of the Lump Sum Benefit, the covered spouse may elect to continue insurance. A written request for continuation and the appropriate Premium must be sent to Us within 60 days of the Policyowner's death. The Policy will be terminated if the written request and appropriate Premium are not received by Us within 60 days of the Policyowner's death.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, if coverage of an Insured terminates due to divorce, or a child's insurance terminates due to marriage or reaching the Limiting Age, such Insured may convert to a separate Policy without having to provide Us with evidence of insurability. Obtaining that Policy is subject to the following conditions:

- a request in writing for the converted Policy must be made to Us within 31 days after the coverage under this Policy terminates;
- the applicable Premium must be paid. This Premium will be based upon the person's age and level of benefits;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy; and,
- the effective date of the converted coverage will be the date coverage terminates under this Policy.

Another 30 day Waiting Period is not required except to the extent that such period has not been met under this Policy.

The new coverage will provide the same benefits as provided in this Policy. All benefits accrued under this Policy will be credited to the new coverage with the exception of any premium returning rider, if included. The new coverage is subject to any limitations or exclusions which applied to this Policy. In addition, any benefit amounts paid under this Policy will be applied to benefit limits under the new coverage.

**MISSTATEMENT OF AGE:** If any age is misstated in the application, the benefits will be such as the Premium paid would have been if purchased at the correct age. If based on the correct age We would not have issued this Policy, Our only responsibility will be to refund any excess Premium paid.

**TIME LIMIT ON CERTAIN DEFENSES:** We rely on the statements made in the application when issuing this Policy. After this Policy has been in force for two years, We cannot cancel it or refuse to pay benefits for Losses commencing after such time because of any misstatements in the application, except fraudulent misstatements.

No claim for Loss incurred after twelve (12) months from the date You become covered under this Policy will be reduced or denied because a disease or physical condition, not excluded by name or specific description before the date of Loss, had existed before the Effective Date of Your Policy, subject to SECTION 6, BENEFITS.

**CONFORMITY WITH THE STATE STATUTES:** Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

**CHOICE OF LAW:** This insurance Policy and claims arising under it are governed by the laws of the state where this Policy's application has been signed by the Insured, exclusive of such state's choice of laws provisions.

## **SECTION 5: LIMITATIONS AND EXCLUSIONS**

We will not pay benefits for Loss contributed to, caused by, or resulting from Your:

Diagnosis of a specified critical illness during the Waiting Period.

Participating or attempting to participate in an illegal act, or working at an illegal job.

Being legally intoxicated, or so intoxicated that mental or physical abilities are seriously impaired, being under the influence of any illegal drugs, or being under the influence of any narcotic, unless such narcotic is taken under the direction of and as directed by a Physician.

Injuring or attempting to injure Yourself intentionally, regardless of mental capacity.

Committing or attempting to commit suicide, regardless of mental capacity.

Participating in any sporting event for pay or prize money.

Being exposed to war or any act of war, declared or not, or participating in or contracting with the armed forces (including Coast Guard) of any country or international authority.

Alcoholism, drug abuse, or chemical dependency.

**PRE-EXISTING CONDITION LIMITATION:** No benefits are payable for a pre-existing condition (as defined) during the first 12 months after the Effective Date of coverage for that Insured.

## SECTION 6: BENEFITS

Definitions as used in this section:

**CALENDAR MONTH:** The period beginning on the first day of the month and ending on the last day of the same month.

**CANCER:** For the purposes of this Policy, means a disease which expresses itself as:

- a malignant tumor characterized by the uncontrolled growth and spread of malignant cells;
- the invasion of body tissue by such malignant cells;
- leukemia; or,
- Hodgkin's disease.

Cancer is classified as one of three types Melanoma, Nonmelanoma, or Internal Cancer.

Cancer does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions.

**DEFINITIVE CANCER TREATMENT:** For the purposes of this Policy, means proven medical techniques which destroy Cancer or slow or stop the spread of Cancer. We consider a technique to be proven which at the time of treatment:

- is fully or investigationally approved for the treatment of Cancer by the U.S. Food and Drug Administration; or,
- is a generally accepted medical or surgical technique as determined by an Oncologist chosen by the Company.

**INTERNAL CANCER:** For the purposes of this Policy, means any type of Cancer other than Melanoma or Nonmelanoma.

**MELANOMA:** For the purposes of this Policy, means a type of Skin Cancer that begins in the melanocyte cells.

**NATIONAL CANCER INSTITUTE:** A Cancer treatment or research facility that currently holds a National Cancer Institute (NCI) designation.

**NONMELANOMA:** For the purposes of this Policy, a type of Skin Cancer other than Melanoma that usually, but not exclusively, develops in the basal and squamous cells.

**ONCOLOGIST:** A Physician, other than You or a member of Your Immediate Family, certified to practice in the field of oncology.

**PATHOLOGIST:** A Physician, other than You or a member of Your Immediate Family, licensed to practice medicine and certified by the American Board of Pathology or the American Osteopathic College of Pathologists to practice pathological anatomy.

**SKIN CANCER:** For the purposes of this Policy, means Melanoma and Nonmelanoma cancer.

**ELIGIBILITY:** You will be eligible for benefits under this Policy if:

- You have not been diagnosed with or treated for any specified critical illnesses before Your Effective Date of coverage under this Policy;
- You are not diagnosed with or treated for any specified critical illness during the Waiting Period;
- Your specified critical illness is first diagnosed while You are covered by this Policy;
- You incur a Loss while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

For Cancer benefits to be payable, Cancer must be diagnosed in one of the following ways:

**Pathological Diagnosis:** A pathological diagnosis of Cancer is made from the results of a microscopic study of fixed tissue, fluid, or blood samples. This type of diagnosis must be made by a Pathologist certified by the American Board of Pathology or the American Osteopathic College of Pathologists.

**Clinical Diagnosis:** A clinical diagnosis of Cancer is based on the study of symptoms. We accept a clinical diagnosis only when a pathological diagnosis is medically inappropriate, when there is medical evidence to support the diagnosis, and when a Physician is treating You for Cancer.

**Other Diagnosis:** We accept the pathological interpretation of the histology of skin lesions from dermatologists certified by the American Board of Dermatology.

The date of diagnosis is the earlier of the date of clinical diagnosis or the date the specimen used to diagnose Cancer is taken. It is not the date the diagnosis was communicated to You.

[Option A and B:

**LUMP SUM BENEFIT:** We will pay the amount shown on the Policy Schedule when You are diagnosed for the first time as having a specified critical illness. We will pay this benefit even when a specified critical illness is not diagnosed until after death. This benefit is not payable for Skin Cancer.

However, You are not eligible for the Lump Sum Benefit for any specified critical illness diagnosed or treated before the Effective Date of this Policy or during the Waiting Period.

We will pay this benefit only once per Insured regardless of the number of different initial occurrences of a specified critical illness. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.]

[Option B only:

**CONSULTATION BENEFIT:** We will pay a one time amount of \$250 when You are diagnosed with a specified critical illness and consult a Physician or an Alternative Care Practitioner for a treatment plan.

**HOSPITAL CONFINEMENT BENEFIT:** We will pay \$200 for each day You are confined as an inpatient in a Hospital due to a specified critical illness. This benefit will be calculated based on the number of days that the Hospital charges You for room and board. A "day" means a 24-hour period.

We will pay this benefit for each day You are charged by a Hospital for room and board. The first 30 days or less are paid at \$200 for each day. Beginning with the 31<sup>st</sup> consecutive day We will pay \$400 for each day. Confinements separated by less than 30 days are considered the same Period of Confinement.

If Cancer is first diagnosed while You are Hospital Confined, You will be eligible for benefits retroactively to the date You were admitted to the Hospital, but not for more than 90 days prior to the date of diagnosis. **EXCEPTION:** If Skin Cancer is diagnosed while You are Hospital Confined, You will be eligible for benefits only for the day(s) You actually received treatment for Skin Cancer.

If Cancer is not diagnosed until after You die, You will be eligible for benefits beginning on the date of admission for a period of continuous Hospital Confinement ending in Your death, but not for more than 90 days prior to the date of Your death.

We will not pay benefits for Hospital Confinements which begin during the first 30 days after Your Effective Date of coverage under this Policy.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay \$200, subject to Calendar Month maximums, if any, if You receive one or more of the following radiation or chemotherapy treatments. This benefit is payable for the following services:

- radiation therapy, including but not limited to the insertion of interstitial or intracavity application of radium or radioisotopes.
- cytotoxic chemical substances and their administration:
  - injections by medical personnel in a Physician's office, clinic or Hospital, payable on the date of injection only;
  - self-injected medications, payable on the date of injection only;
  - medications dispensed by pump or implant, subject to limitations below; and,
  - oral chemotherapy, regardless of where administered, subject to limitations below.

If delivery of radiation or chemotherapy is by a method other than those listed above, benefits will be subject to a combined Calendar Month maximum of eight times the daily amount, which is \$1,600 per Calendar Month.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount \$200;
- self-injected medications are limited to \$200 per drug and are subject to the combined Calendar Month maximum of \$1,600;
- medications dispensed by pump or implant are limited to \$200 per drug for each of the initial prescriptions and each refill, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- oral chemotherapy taken on an outpatient basis is payable only once per prescription on the date filled and is limited to \$200 per drug, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to \$200 per drug, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to \$200 per drug, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- benefits are not payable for any treatment planning, treatment management, or any type of laboratory tests, x-ray or other imaging used for diagnosis or disease monitoring, or other diagnostic tests related to these treatments; and,
- benefits are not payable for any devices or supplies such as intravenous solutions and needles related to these treatments.

At the time of administration all treatments must be fully or investigationally approved for the treatment of Cancer by the U.S. Food and Drug Administration or National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**WELLNESS BENEFIT:**

We will pay \$50 once per Calendar Year for one (1) wellness screening after an Insured has met the Waiting Period. We will pay for only one (1) of the following screenings each Calendar Year for each Insured:

- mammogram;
- breast ultrasound;
- pap smear (lab and procedure);
- biopsy;
- flexible sigmoidoscopy;
- hemocult stool specimen;
- chest x-ray;
- CEA (blood test for colon Cancer);
- CA 125 (blood test for ovarian Cancer);
- PSA (blood test for prostate Cancer);
- thermography;
- colonoscopy;
- virtual colonoscopy; and,
- ThinPrep]

## SECTION 6: BENEFITS

Definitions as used in this section:

**HEART ATTACK:** For the purposes of this Policy, means a myocardial infarction. A myocardial infarction occurs when the blood supply to the heart is severely reduced, commonly due to blockage in one of the coronary arteries, resulting in damage to the heart muscle.

**RENAL FAILURE:** For the purposes of this Policy, means the end stage renal failure presenting as chronic, irreversible failure of Your kidneys to function. The kidney failure must necessitate regular renal dialysis, hemodialysis or peritoneal dialysis (at least weekly); or which results in kidney transplant.

**STROKE:** For the purposes of this Policy, means a cerebrovascular accident lasting more than 24 hours that causes neurological deficiency. A cerebrovascular accident means a sudden, unexpected interference in brain function resulting from an insufficient supply of blood to part of the brain. Stroke does not mean a head injury, transient ischemic attack, or chronic cerebrovascular insufficiency.

**ELIGIBILITY:** You will be eligible for benefits under this Policy if:

- You have not been diagnosed with or treated for any specified critical illnesses before Your Effective Date of coverage under this Policy;
- You are not diagnosed with or treated for any specified critical illness during the Waiting Period;
- Your specified critical illness is first diagnosed while You are covered by this Policy;
- You incur a Loss while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

For a Heart Attack benefit to be payable the Heart Attack must be positively diagnosed by a Physician through clinical findings with corroboration from electrocardiographic findings or blood enzyme findings. A diagnosis of cardiac arrest is not by itself a positive diagnosis of a Heart Attack.

For a Stroke benefit to be payable the Stroke must be positively diagnosed by a Physician through clinical findings with corroboration from an electroencephalogram, imaging tests, or blood flow tests.

For a Renal Failure benefit to be payable, Renal Failure must be positively diagnosed by a Physician through clinical findings with corroboration from urine and blood tests, ultrasound, CT scan, MRI or kidney biopsy.

The date of diagnosis is the date of positive diagnosis by a Physician. It is not the date the diagnosis was communicated to You.

In addition to the Limitations and Exclusion listed in this Policy, the following exclusions apply to the benefits:

- Heart Attack does not include any other disease or injury involving the cardiovascular system;
- Cardiac arrest not caused by a myocardial infarction is not a Heart Attack;
- Heart Attacks or Strokes occurring during or as the result of any medical procedures.

In addition to the Limitations and Exclusions listed in this Policy, the following exclusion applies to the Renal Failure benefit:

- Renal Failure caused by a traumatic event, including surgical traumas, is not covered.

[Option A and B:

**LUMP SUM BENEFIT:** We will pay the amount shown on the Policy Schedule when You are diagnosed for the first time as having a specified critical illness. We will pay this benefit even when a specified critical illness is not diagnosed until after death.

However, You are not eligible for the Lump Sum Benefit for any specified critical illness diagnosed or treated before the Effective Date of this Policy or during the Waiting Period.

We will pay this benefit only once per Insured regardless of the number of different initial occurrences of a specified critical illness. ]

[Option B only:

**CONSULTATION BENEFIT:** We will pay \$250 when You are diagnosed with a specified critical illness and consult a Physician or an Alternative Care Practitioner for a treatment plan. This amount will be paid one time per specified critical illness diagnosis.

**HOSPITAL CONFINEMENT BENEFIT:** We will pay \$200 for each day You are confined as an inpatient in a Hospital due to a specified critical illness. This benefit will be calculated based on the number of days that the Hospital charges You for room and board. A “day” means a 24-hour period.

We will pay this benefit for each day You are charged by a Hospital for room and board. The first 30 days or less are paid at \$200 for each day. Beginning with the 31<sup>st</sup> consecutive day We will pay \$400 for each day. Confinements separated by less than 30 days are considered the same Period of Confinement.

**WELLNESS BENEFIT:**

We will pay \$50 once per Calendar Year for one (1) wellness screening after an Insured has met the Waiting Period. We will pay for only one (1) of the following screenings each Calendar Year for each Insured:

- stress test on a bicycle or treadmill
- fasting blood glucose test
- blood test for triglycerides
- serum cholesterol test to determine level of HDL and LDL
- electrocardiogram (EKG)
- Carotid Doppler
- Echocardiogram
- Lipid panel (total cholesterol count)]

## SECTION 6: BENEFITS

Definitions as used in this section:

**CALENDAR MONTH:** The period beginning on the first day of the month and ending on the last day of the same month.

**CANCER:** For the purposes of this Policy, means a disease which expresses itself as:

- a malignant tumor characterized by the uncontrolled growth and spread of malignant cells;
- the invasion of body tissue by such malignant cells;
- leukemia; or,
- Hodgkin's disease.

Cancer is classified as one of three types Melanoma, Nonmelanoma, or Internal Cancer.

Cancer does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions.

**DEFINITIVE CANCER TREATMENT:** For the purposes of this Policy, means proven medical techniques which destroy Cancer or slow or stop the spread of Cancer. We consider a technique to be proven which at the time of treatment:

- is fully or investigationally approved for the treatment of Cancer by the U.S. Food and Drug Administration; or,
- is a generally accepted medical or surgical technique as determined by an Oncologist chosen by the Company.

**HEART ATTACK:** For the purposes of this Policy, means a myocardial infarction. A myocardial infarction occurs when the blood supply to the heart is severely reduced, commonly due to blockage in one of the coronary arteries, resulting in damage to the heart muscle.

**INTERNAL CANCER:** For the purposes of this Policy, means any type of Cancer other than Melanoma or Nonmelanoma.

**MELANOMA:** For the purposes of this Policy, means a type of Skin Cancer that begins in the melanocyte cells.

**NATIONAL CANCER INSTITUTE:** A Cancer treatment or research facility that currently holds a National Cancer Institute (NCI) designation.

**NONMELANOMA:** For the purposes of this Policy, means a type of Skin Cancer other than Melanoma that usually, but not exclusively, develops in the basal and squamous cells.

**ONCOLOGIST:** A Physician, other than You or a member of Your Immediate Family, certified to practice in the field of oncology.

**PATHOLOGIST:** A Physician, other than You or a member of Your Immediate Family, licensed to practice medicine and certified by the American Board of Pathology or the American Osteopathic College of Pathologists to practice pathological anatomy.

**RENAL FAILURE:** For the purposes of this Policy, means the end stage renal failure presenting as chronic, irreversible failure of Your kidneys to function. The kidney failure must necessitate regular renal dialysis, hemodialysis or peritoneal dialysis (at least weekly); or which results in kidney transplant.

**SKIN CANCER:** Melanoma and Nonmelanoma cancer.

**STROKE:** For the purposes of this Policy, means a cerebrovascular accident lasting more than 24 hours that causes neurological deficiency. A cerebrovascular accident means a sudden, unexpected interference in brain function resulting from an insufficient supply of blood to part of the brain. Stroke does not mean a head injury, transient ischemic attack, or chronic cerebrovascular insufficiency.

**ELIGIBILITY:** You will be eligible for benefits under this Policy if:

- You have not been diagnosed with or treated for any specified critical illnesses before Your Effective Date of coverage under this Policy;
- You are not diagnosed with or treated for any specified critical illness during the Waiting Period;
- Your specified critical illness is first diagnosed while You are covered by this Policy;
- You incur a Loss while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

For Cancer benefits to be payable, Cancer must be diagnosed in one of the following ways:

**Pathological Diagnosis:** A pathological diagnosis of Cancer is made from the results of a microscopic study of fixed tissue, fluid, or blood samples. This type of diagnosis must be made by a Pathologist certified by the American Board of Pathology or the American Osteopathic College of Pathologists.

**Clinical Diagnosis:** A clinical diagnosis of Cancer is based on the study of symptoms. We accept a clinical diagnosis only when a pathological diagnosis is medically inappropriate when there is medical evidence to support the diagnosis, and when a Physician is treating You for Cancer.

**Other Diagnosis:** We accept the pathological interpretation of the histology of skin lesions from dermatologists certified by the American Board of Dermatology.

For Cancer, the date of diagnosis is the earlier of the date of clinical diagnosis or the date the specimen used to diagnose Cancer is taken. It is not the date the diagnosis was communicated to You.

For a Heart Attack benefit to be payable the Heart Attack must be positively diagnosed by a Physician through clinical findings with corroboration from electrocardiographic findings or blood enzyme findings. A diagnosis of cardiac arrest is not by itself a positive diagnosis of a Heart Attack.

For a Stroke benefit to be payable the Stroke must be positively diagnosed by a Physician through clinical findings with corroboration from an electroencephalogram, imaging tests, or blood flow tests.

For a Renal Failure benefit to be payable, Renal Failure must be positively diagnosed by a Physician through clinical findings with corroboration from urine and blood tests, ultrasound, CT scan, MRI or kidney biopsy.

For Heart Attack, Stroke and Renal Failure, the date of diagnosis is the date of positive diagnosis by a Physician. It is not the date the diagnosis was communicated to You.

In addition to the Limitations and Exclusion listed in this Policy, the following exclusions apply to the benefits:

- Heart Attack does not include any other disease or injury involving the cardiovascular system;
- Cardiac arrest not caused by a myocardial infarction is not a Heart Attack;
- Heart Attacks or Strokes occurring during or as the result of any medical procedures.

In addition to the Limitations and Exclusions listed in this Policy, the following exclusion applies to the Renal Failure benefit:

- Renal Failure caused by a traumatic event, including surgical traumas, is not covered.

[Option A and B:

**LUMP SUM BENEFIT:** We will pay the amount shown on the Policy Schedule when You are diagnosed for the first time as having a specified critical illness. We will pay this benefit even when a specified critical illness is not diagnosed until after death. This benefit is not payable for Skin Cancer.

However, You are not eligible for the Lump Sum Benefit for any specified critical illness diagnosed or treated before the Effective Date of this Policy or during the Waiting Period.

We will pay this benefit only once per Insured regardless of the number of different initial occurrences of a specified critical illness. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.]

[Option B only:

**CONSULTATION BENEFIT:** We will pay \$250 when You are diagnosed with a specified critical illness and consult a Physician or an Alternative Care Practitioner for a treatment plan. This amount will be paid one time per specified critical illness diagnosis.

**HOSPITAL CONFINEMENT BENEFIT:** We will pay \$200 for each day You are confined as an inpatient in a Hospital due to a specified critical illness. This benefit will be calculated based on the number of days that the Hospital charges You for room and board. A "day" means a 24-hour period.

We will pay this benefit for each day You are charged by a Hospital for room and board. The first 30 days or less are paid at \$200 for each day. Beginning with the 31<sup>st</sup> consecutive day We will pay \$400 for each day. Confinements separated by less than 30 days are considered the same Period of Confinement.

If Cancer is first diagnosed while You are Hospital Confined, You will be eligible for benefits retroactively to the date You were admitted to the Hospital, but not for more than 90 days prior to the date of diagnosis. **EXCEPTION:** If Skin Cancer is diagnosed while You are Hospital Confined, You will be eligible for benefits only for the day(s) You actually received treatment for Skin Cancer.

If Cancer is not diagnosed until after You die, You will be eligible for benefits beginning on the date of admission for a period of continuous Hospital Confinement ending in Your death, but not for more than 90 days prior to the date of Your death.

We will not pay benefits for Hospital Confinements which begin during the first 30 days after Your Effective Date of coverage under this Policy.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay \$200, subject to Calendar Month maximums, if any, if You receive one or more of the following radiation or chemotherapy treatments. This benefit is payable for the following services:

- radiation therapy, including but not limited to the insertion of interstitial or intracavity application of radium or radioisotopes.
- cytotoxic chemical substances and their administration:
  - injections by medical personnel in a Physician's office, clinic or Hospital, payable on the date of injection only;
  - self-injected medications, payable on the date of injection only;
  - medications dispensed by pump or implant, subject to limitations below; and,
  - oral chemotherapy, regardless of where administered, subject to limitations below.

If delivery of radiation or chemotherapy is by a method other than those listed above, benefits will be subject to a combined Calendar Month maximum of eight times the daily amount, which is \$1,600 per Calendar Month.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount \$200;
- self-injected medications are limited to \$200 per drug and are subject to the combined Calendar Month maximum of \$1,600;
- medications dispensed by pump or implant are limited to \$200 per drug for each of the initial prescriptions and each refill, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- oral chemotherapy taken on an outpatient basis is payable only once per prescription on the date filled and is limited to \$200 per drug, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to \$200 per drug, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to \$200 per drug, subject to the combined Calendar Month maximum of \$1,600 for all such medications;
- benefits are not payable for any treatment planning, treatment management, or any type of laboratory tests, x-ray or other imaging used for diagnosis or disease monitoring, or other diagnostic tests related to these treatments; and,
- benefits are not payable for any devices or supplies such as intravenous solutions and needles related to these treatments.

At the time of administration all treatments must be fully or investigationally approved for the treatment of Cancer by the U.S. Food and Drug Administration or National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**WELLNESS BENEFIT:**

We will pay \$100 once per Calendar Year for one (1) wellness screening after an Insured has met the Waiting Period. We will pay for only one (1) of the following screenings each Calendar Year for each Insured:

- mammogram
- breast ultrasound
- pap smear (lab and procedure)
- biopsy
- flexible sigmoidoscopy
- hemocult stool specimen
- chest x-ray
- CEA (blood test for colon Cancer)
- CA 125 (blood test for ovarian Cancer)
- PSA (blood test for prostate Cancer)
- thermography
- colonoscopy
- virtual colonoscopy
- ThinPrep
- stress test on a bicycle or treadmill
- fasting blood glucose test
- blood test for triglycerides
- serum cholesterol test to determine level of HDL and LDL
- electrocardiogram (EKG)
- Carotid Doppler
- Echocardiogram
- Lipid panel (total cholesterol count)]

**Conseco Insurance Company**  
**Chicago, Illinois**  
**Administrative Office: 11825 N. Pennsylvania Street**  
**Carmel, IN 46032-4555 • Telephone: 1-800-981-8404**

POLICY SCHEDULE

DO NOT DETACH FROM POLICY AND OR RIDER(S)

**POLICYOWNER**

[John Doe]  
[123 Main Street]  
[Any City, GA]

POLICY ACCOUNT NUMBER	POLICY EFFECTIVE DATE	MODE OF PAYMENT	MODAL PREMIUM	ANNUAL PAYMENT
[XXXXXXXXXX]	[XX/XX/XXXX]	[MONTHLY]	[\$XXXX.XX]	[\$XXXX.XX]

Effective Date	Description of Coverage	Benefit Amount	Form Number	Payment
[XX/XX/XXXX]	[Critical Illness Coverage] [Policyowner Name] [class]	[\$XX,XXX]	[CIC1039]	[\$XXX.XX]
[XX/XX/XXXX]	[Critical Illness Coverage] with Return of Premium/Cash Value Rider		[R1022ROP/R1022CV/R1041ROP]	[\$XXX.XX]
[XX/XX/XXXX]	[Critical Illness Coverage] [Spouse Name] [class]	[\$XX,XXX]	[CIC1039]	[\$XXX.XX]
[XX/XX/XXXX]	[Critical Illness Coverage] with Return of Premium/Cash Value Rider		[R1022ROP/R1022CV/R1041ROP]	[\$XXX.XX]
[XX/XX/XXXX]	[Critical Illness Coverage] [Child(ren)]	\$10,000	[CIC1039]	[\$XXX.XX]
[XX/XX/XXXX]	[Critical Illness Coverage] with Return of Premium/Cash Value Rider		[R1022ROP/R1022CV/R1041ROP]	[\$XXX.XX]

[As a result of the information provided on the policy application the following individual(s) are not covered under this policy. No benefits are available for this individual(s).]

Application to: Conseco Insurance Company  
[11825 North Pennsylvania Street • Carmel, Indiana 46032]

**SECTION I**

Is this a reinstatement? Yes  No  Is this an upgrade of existing coverage? Yes  No

Is this a guaranteed conversion? Yes  No

If "Yes" to any of the above, provide existing policy number: \_\_\_\_\_

Requested Effective Date: \_\_\_\_\_

**SECTION II**

Please Print Primary Applicant's Name (First, Middle Initial, Last)				Height	Weight
(Applicant) <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yy)	Age	Social Security Number	(Area Code) Phone Number	
Spouse's Name(if applying for spouse insurance) (First, Middle Initial, Last)				Height	Weight
(Spouse) <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yy)	Age	Social Security Number	If applying for Child(ren) Insurance, complete Section IV.	
Applicant's Street Address					
City		State		Zip Code	
E-mail Address:]					

**SECTION III If you are applying through a guaranteed conversion, please answer only questions 1 and 2.**

<p><b>Please answer the questions below for the type of insurance being applied for:</b></p> <p><b>For All Insurance Applied For:</b></p> <p>1. Will this insurance replace any accident and sickness insurance currently in force with us or another company for any person to be insured? ..... If "Yes," please complete the "Notice to Applicant" form.</p> <p>2. Have you or anyone to be covered used any tobacco products in the past 10 years? .....</p> <p>3. In the past 10 years, have you or anyone proposed for coverage been treated for or diagnosed by a physician as having Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)?..... If "Yes" to question 3, the named individual(s) is not eligible for coverage. Please list individual(s) name: _____</p>		<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Primary Applicant: <input type="checkbox"/> Yes <input type="checkbox"/> No Spouse: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>For Cancer Coverage.</b></p> <p>4. Has any person proposed for coverage had within the past 5 years: cancer or any malignancy which includes: carcinoma, sarcoma, Hodgkin's disease, leukemia, lymphoma, malignant tumor, cirrhosis, hepatitis B or C, blood disorder, emphysema, or chronic obstructive pulmonary disease (COPD)? .....</p> <p>5. Within the last 5 years, has anyone to be covered been treated for or diagnosed as having a pre-leukemic condition, a pre-malignant condition or a condition with malignant potential?..... If "Yes" to question 4 or 5, the named individual(s) is not eligible for coverage. Please list individual(s) name: _____</p>		<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

**For Heart Attack, Stroke, End-Stage Renal Failure Coverage.**

6. Has any person proposed for coverage had within the past 5 years:  
heart attack, heart disease, heart surgery, congestive heart failure, angina or prescribed nitroglycerin, any other abnormality of the heart including coronary artery disease, peripheral vascular disease, stroke, transient ischemic attack, or any other cerebrovascular disease, any abnormal kidney function, kidney disease, renal failure or insufficiency, required dialysis, diabetes, spina bifida, lupus, or sickle cell anemia?
7. Has any person proposed for coverage had a blood pressure reading in the last 6 months of greater than 150 systolic or 95 diastolic? .....
- If "Yes" to question 6 or 7, the named individual(s) is not eligible for coverage. Please list individual(s) name: \_\_\_\_\_
- \_\_\_\_\_

Yes  No

Yes  No

**[SECTION IV**                      **Dependent Child Coverage (Please Print and fill out completely)**  
**(Each Child to be insured must meet policy eligibility requirements)**

Name	Child(ren) Relationship to Primary Applicant	Date of Birth

Check here if additional space is needed and attach separate sheet.]

**[SECTION V**

**Coverage Selection:**

Critical Illness Cancer Only Coverage     Critical Illness without Cancer Coverage     Critical Illness with Cancer Coverage

Coverage Option:     Option A     Option B

Coverage Level:

\$10,000     \$20,000     \$30,000     \$40,000     \$50,000     \$60,000     \$70,000

Optional Rider:

Return of Premium \*not available with Section 125

100%                       50% ]

<p><b>[Payment Mode:</b></p> <p><b>Current Direct Bill Options:</b></p> <p><input type="checkbox"/> Monthly Bank Draft</p> <p><input type="checkbox"/> Semi-Annual</p> <p><input type="checkbox"/> Annual</p> <p><b>Current Payroll Bill Options:</b></p> <p><input type="checkbox"/> Payroll deduction</p> <p><input type="checkbox"/> Federal Allotment</p> <p><b>Payroll Deduction Frequency:</b></p> <p><input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52</p> <p><input type="checkbox"/> Section 125</p> <p>Monthly Bank Draft is the only mode available on the following:</p> <p><input type="checkbox"/> Credit Union Account Number _____</p> <p><input type="checkbox"/> Employee Non-payroll Account Number _____</p> <p><b>[Other Payment Options:</b></p> <p><input type="checkbox"/> Credit Card Payment: _____ ]</p>	<p><b>Premium Total:</b></p> <p>Applicant Premium      \$ _____</p> <p>Spouse Premium         \$ _____</p> <p>Child(ren) Premium     \$ _____</p> <p>[Optional Rider         \$ _____ ]</p> <p>Total                     \$ _____</p> <p>Amount Collected       \$ _____</p> <p><input type="checkbox"/> Draft initial premium payment (an "Authorization to Draft Initial Premium" form must be completed.)</p> <p><input type="checkbox"/> Check remitted with application</p> <p><b>*All checks should be payable to: Conseco Insurance Company]</b></p>
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Special Instructions:

**SECTION VI**

**Applicant's Statement:** I have read or have had read to me, the completed application; all representations are true and complete. I understand that: any false statements or misrepresentations in this application may result in loss of insurance if such false statement materially affected either the acceptance of the risk or the hazard assumed by the Company. The agent has no authority to approve the application, change the policy or waive any policy provisions. For ages 65 and above, I have received the booklet containing insurance advice for people eligible for Medicare. Additionally, I acknowledge that I have received an Outline of Coverage. No proposed insured to be covered under this policy is also covered under Title XIX program, such as Medicaid. **No coverage will be effective until all eligibility requirements are met and until the later of: (1) the Effective Date as shown on the Policy Schedule, if issued; or (2) the date the first premium is accepted by Conseco Insurance Company.**

**WARNING:** Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Where Signed: \_\_\_\_\_  
(City, State)

**This Section to be Completed by Agent:** I hereby certify that I have explained to the applicant all exceptions and limitations pertaining to the insurance applied for, including any concerning pre-existing conditions. I hereby certify that I have truthfully and accurately recorded in this application the information supplied by the applicant. I further certify that I am a licensed agent in the state where this application is being solicited by me and signed by the applicant.

[Did you interview each proposed insured in person, ask all questions and witness the signature?  Yes  No

If "No", please check one of the boxes below:

- Application completed over the phone
- Application completed by the applicant and returned via mail
- Other, provide explanation: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Agent: \_\_\_\_\_

Agency: \_\_\_\_\_ Agent Number: \_\_\_\_\_

Agent's E-mail address: \_\_\_\_\_

Agent's Phone Number: \_\_\_\_\_

Mail to Policyholder

Mail to Agent

*CONSECO INSURANCE COMPANY*  
*Chicago, Illinois*  
*Administrative Office: 11825 N. Pennsylvania Street*  
*Carmel, IN 46032-4555 • Telephone: 1-800-981-8404*

**OUTLINE OF COVERAGE**

**CRITICAL ILLNESS POLICY**

**THIS POLICY PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

**POLICY FORM CIC1039-AR**

**PLEASE READ YOUR POLICY CAREFULLY:** This Outline of Coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

**BENEFITS PROVIDED UNDER THE CERTIFICATE:**

Please indicate the proposed insured's choice by checking the appropriate box:

Option A     Option B

- Critical Illness Cancer Only**
- Critical Illness without Cancer**
- Critical Illness with Cancer**

**LUMP SUM BENEFIT (available on Option A and Option B):** We will pay a lump sum benefit when you are diagnosed for the first time as having a specified critical illness. We will pay this benefit even when a specified critical illness is not diagnosed until after death. This benefit is not payable for skin cancer. However, you are not eligible for the lump sum benefit for any specified critical illness diagnosed or treated before the effective date of this policy or during the waiting period.

**CONSULTATION BENEFIT (available on Option B only):** We will pay a one time amount of \$250 when you are diagnosed with a specified critical illness and consult a physician or an alternative care practitioner for a treatment plan.

**HOSPITAL CONFINEMENT BENEFIT (available on Option B only):** For the first 30 days or less we will pay \$200 for each day you are confined as an inpatient in a hospital due to a specified critical illness. Beginning with the 31<sup>st</sup> consecutive day we will pay \$400 for each day. This benefit will be calculated based on the number of days that the hospital charges you for room and board. A "day" means a 24-hour period.

**RADIATION/CHEMOTHERAPY BENEFIT (available on Option B only; NOT AVAILABLE WITH CRITICAL ILLNESS WITHOUT CANCER COVERAGE):** We will pay \$200 for each day you receive radiation therapy and chemotherapy injected by medical personnel as part of your definitive cancer treatment.

For self-injected medications, medications dispensed by pump or implant or oral chemotherapy, we will pay \$200 per drug with a combined monthly maximum of \$1,600.

At the time of administration these treatments must be fully or investigationally approved for the treatment of cancer by the U.S. Food and Drug Administration. These treatments may be performed on an outpatient or inpatient basis. Laser surgery is not considered radiation treatment. Oral chemotherapy taken on an outpatient basis is payable only once per prescription on the date filled. We will not pay for any treatment planning, treatment management, or any type of laboratory results, x-ray or other imaging used for diagnosis or disease monitoring, or other diagnostic tests related to these treatments. Benefits are not payable for any devices or supplies such as intravenous solutions and needles related to these treatments.

**WELLNESS BENEFIT (available on Option B only):** We will pay \$50 once per calendar year for one wellness screening after the waiting period has been met. See the policy for the specific types of wellness screenings available under this benefit.

**LIMITATIONS AND EXCLUSIONS:**

We will not pay benefits for loss contributed to, caused by, or resulting from your: Diagnosis of a specified critical illness during the waiting period; Participating or attempting to participate in an illegal act, or working at an illegal job; Being legally intoxicated, or so intoxicated that mental or physical abilities are seriously impaired, being under the influence of any illegal drugs, or being under the influence of any narcotic, unless such narcotic is taken under the direction of and as directed by a physician; Injuring or attempting to injure yourself intentionally, regardless of mental capacity; Committing or attempting to commit suicide, regardless of mental capacity; Participating in any sporting event for pay or prize money; Being exposed to war or any act of war, declared or not, or participating in or contracting with the armed forces (including Coast Guard) of any country or international authority; Alcoholism, drug abuse, or chemical dependency. No benefits are payable for a pre-existing condition as defined in the policy, during the first 12 months after the effective date of coverage. For any additional details regarding limitations and exclusion refer to the policy.

**SUMMARY OF CLAIMS DETERMINATION PROCESS:**

As provided for in the eligibility for benefits and the limitations and exclusions sections of your policy, the following steps are taken in order to determine eligibility under any claim filed: (1) determine when the claim was incurred, and whether the loss is covered by the policy. This step may require the collection of medical records, a death certificate, autopsy findings from a medical examiner or coroner, and information regarding medical history from physicians, hospitals, other insurance companies, government agencies and medical records copying services; (2) determine if the claim was incurred at a time when your coverage was in force, during the waiting period, or during a lapse in coverage; and (3) determine if any policy exclusions exist for the claim.

**THIS OUTLINE OF COVERAGE IS A BRIEF SUMMARY OF THE BENEFITS PROVIDED. PLEASE CONSULT THE POLICY ITSELF TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.**

**PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.**

**Conseco Insurance Company**  
**Chicago, Illinois**  
**Administrative Office: 11825 N. Pennsylvania Street**  
**Carmel, IN 46032-4555 • Telephone: 1-800-981-8404**

**RETURN OF PREMIUM RIDER**

This Rider is a part of the Policy to which it is attached. That Policy is called "the Policy" in this Rider. This Rider is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Rider.

**CONSIDERATION – EFFECTIVE DATE**

We have issued this Rider in consideration of the advance payment of the Premium (EXCEPTION: During the time, if any, that it is agreed between the Policyowner and the Company that Premiums will be billed and remitted through payroll deduction or credit union share account deduction, the Premium is due on the date indicated in the billing provided to the administrator coordinating Premium payments on the Policyowner's behalf). This Rider takes effect at the same time and will continue for the same term as the Policy unless a different Rider Effective Date is indicated on the Policy Schedule.

**RENEWABILITY – TERMINATION - REINSTATEMENT**

This Rider is renewable at the same time and under the same terms as the Policy, and is subject to the payment of the Rider Term Premium. The Rider Term Premium is shown in the Policy Schedule. Premium rates for this Rider may be changed in the same way as Premium rates for the Policy. If the Premium for the Policy or any Rider changes for any reason, You will be notified of the revised Premium. We will calculate Your Return of Premium Benefit Amount based on both the original Premium paid and the revised Premium paid.

This Rider will terminate on the earliest of: (1) the date the Policy terminates; or (2) the end of the last period for which the Rider Term Premium required to keep this Rider in force is paid, subject to the Grace Period in the Policy. If You allow the Policy to terminate and it is later reinstated, then all Benefit Eligibility Dates will be deferred by the period of time that the Policy was inactive.

**EXCEPTION:** If a Benefit Eligibility Date occurs on the Rider anniversary date after You reach age 75, We will not defer that Benefit Eligibility Date.

**CONTINUATION PRIVILEGE**

If this is a family policy and You die, Your spouse may elect to continue insurance under the Policy and this Rider by paying the Premium. All Benefit Eligibility Dates will continue to be based on Your age. The Return of Premium Benefit Amount will be paid to Your spouse.

**BENEFIT ASSIGNMENT NOT ALLOWED**

You may not assign the benefits under this Rider.

**DEFINITIONS**

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

**RETURN OF PREMIUM PERIOD:** means the period of time from the Rider Effective Date to the first Benefit Eligibility Date, or from any Benefit Eligibility Date to the next.

Based on Your age at the beginning of a Return of Premium Period, the length of the period will be as follows:

- Beginning at age 55 or under: 20 years.
- Beginning at age 56 through 65: The number of years from the beginning of the Return of Premium Period to the first anniversary date after You reach age 75.
- Beginning at age 66 or over: 10 YEARS.

**BENEFIT ELIGIBILITY DATE:** means the date on which a Return of Premium Period ends and You become entitled to the benefit provided by this Rider.

**BENEFITS**

**OUR PROMISE TO PAY:** We will pay You a Return of Premium Benefit if You keep Your Policy and this Rider in force until a Benefit Eligibility Date. You do not need to surrender Your Policy and this Rider at a Benefit Eligibility Date to receive a Return of Premium Benefit.

After each Benefit Eligibility Date, You will automatically begin a new Return of Premium Period.

**RETURN OF PREMIUM BENEFIT AMOUNT:**

- **FOR A RETURN OF PREMIUM PERIOD BEGINNING AT AGE 65 OR UNDER:** The benefit amount is equal to one half of the Premiums paid for the insurance provided during the Return of Premium Period, minus any claims incurred during the Return of Premium Period. For other information which may affect this amount, please refer to the Renewability, Termination, Reinstatement Provision in this Rider.
- **FOR A RETURN OF PREMIUM PERIOD BEGINNING AT AGE 66 OR OVER:** The benefit amount is equal to one quarter of the Premiums paid for the insurance provided during the Return of Premium Period, minus any claims incurred during the Return of Premium Period. For other information which may affect this amount, please refer to the Renewability, Termination, Reinstatement Provision in this Rider.

Conseco Insurance Company



President

SERFF Tracking Number: CNSC-125548350 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 38678  
 Company Tracking Number:  
 TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness  
 Limited Benefit  
 Product Name: Individual Critical Illness  
 Project Name/Number: Individual Critical Illness/CIC1039

## Supporting Document Schedules

<p><b>Satisfied -Name:</b> Certification/Notice  <b>Comments:</b>  <b>Attachments:</b>          AR Certif of Compliance with Rule 19.pdf          FLESCH.pdf</p>	<p><b>Review Status:</b>          Approved-Closed 04/18/2008</p>
<p><b>Bypassed -Name:</b> Application  <b>Bypass Reason:</b> located on form schedule tab  <b>Comments:</b></p>	<p><b>Review Status:</b>          Approved-Closed 04/18/2008</p>
<p><b>Bypassed -Name:</b> Health - Actuarial Justification  <b>Bypass Reason:</b> located under rate/rule tab  <b>Comments:</b></p>	<p><b>Review Status:</b>          Approved-Closed 04/18/2008</p>
<p><b>Bypassed -Name:</b> Outline of Coverage  <b>Bypass Reason:</b> located under form schedule tab  <b>Comments:</b></p>	<p><b>Review Status:</b>          Approved-Closed 04/18/2008</p>
<p><b>Satisfied -Name:</b> cvr ltr  <b>Comments:</b>  <b>Attachment:</b>          CVR LTR.pdf</p>	<p><b>Review Status:</b>          Approved-Closed 04/18/2008</p>

**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: Conseco Insurance Company

Form Number(s): CIC1039-AR, AP-1040AR, R1041ROPAR, SCHEDULE-ICI, OC1039AR

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

*Mariann Dobbs*

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Signature of Company Officer

Mariann Dobbs

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Name

Senior Director and Assistant Secretary

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Title

04/08/2008

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Date

## FLESCH CERTIFICATION

I hereby certify that the following form(s) has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test and that this (these) form(s) meet(s) the reading ease requirements as required by law.

**FORM NUMBER**

**FLESCH SCORE**

CIC1039-AR et. al.

50

*Mariann Dobbs*

Mariann Dobbs

Sr. Director and Assistant Secretary, Product Approval and Compliance

Date 4/7/2008

## Conseco Insurance Company

11825 N. Pennsylvania St.  
Carmel, Indiana 46032-4555

April 8, 2008

Mr. Joe Musgrove  
Life, A&H, Annuities  
Department of Insurance  
1200 W. Third Street  
Little Rock, Arkansas 72201-1904

Subject: Conseco Insurance Company  
NAIC Number: 60682  
Individual Critical Illness Product  
Form Numbers:  
CIC1039-AR – Policy  
AP-1040AR – Application  
OC1039AR – Outline of Coverage  
SCHEDULE-ICI – Policy Schedule  
R1041ROPAR – Return of Premium Rider 50%

Dear Mr. Musgrove:

This is a filing for an individual critical illness product. Below please find the description of the forms. This is a new product filing and does not replace any previously approved product.

CIC1039-AR is a critical illness product. This product offers three coverage types, a Critical Illness Cancer only coverage, Critical Illness without Cancer coverage, and Critical Illness with cancer coverage. Additionally each coverage type offers a choice of an option A or an option B. Each coverage option offers a lump sum benefit for the initial diagnosis of the specified critical illness. Option B offers additional benefits such as hospital confinement and wellness screenings. This product offers lump sum benefit amounts from \$10,000 up to \$70,000. A child benefit is limited to the amount of \$10,000. The product is guaranteed renewable. Licensed agents will be marketing this product.

The contract has been set up with section 6 benefits as variable. This section will be system generated according to the applicant's application choices, for example, if an applicant chooses the cancer only product, then section 6 benefits (section number CIC1039CN-AR) for cancer only coverage will print. The sections in the contract are represented as follows: CIC1039CN-AR cancer only coverage; CIC1039HS heart/stroke/end stage renal failure; CIC1039CH-AR all of these. The text of these sections will not change. The variability of these sections is only to produce the proper choice as made by the applicant on the application.

## Conseco Insurance Company

11825 N. Pennsylvania St.  
Carmel, Indiana 46032-4555

AP-1040AR is the application for this product. This is a simplified issue product. The applicant will be asked to provide information on the application for the type of coverage being applied for. Section 5 of the application is being filed as variable. This section allows for the choices of benefits as well as the payment methods. The bar code information at the top of the application is also being filed as variable. The bar code will contain the company information only and is used for internal processing. This application will be used for electronic purposes.

Previously approved (01/19/2007) R1022ROPAR, is a Return of Premium Rider that is optionally available. This rider provides for a premium return benefit minus any claims incurred after a specified amount of time.

OC1039AR is the outline of coverage that will be used with this product. The outline of coverage offers a brief description of the coverage.

The actuarial memorandum and rates are attached.

Sincerely,

A handwritten signature in black ink that reads "Stacey Farmer". The signature is written in a cursive, flowing style.

Stacey Farmer  
Product Filing Analyst  
1-800-888-4918 extension 2954  
317-817-2333, fax number  
[stacey\\_farmer@conseco.com](mailto:stacey_farmer@conseco.com)