

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

## Filing at a Glance

Company: Equitable Life & Casualty Insurance Company

Product Name: CancerCare Plus SERFF Tr Num: ELCC-125439308 State: ArkansasLH

TOI: H071 Individual Health - Specified Disease - Limited Benefit SERFF Status: Closed State Tr Num: 38575

- Limited Benefit

Sub-TOI: H071.002A Dread Disease - Cancer Only Co Tr Num: 571 AR State Status: Waiting Industry Response

Filing Type: Form/Rate Co Status: Submitted Reviewer(s): Rosalind Minor

Authors: Kathy Foster, Mark Banks, Disposition Date: 04/09/2009

Jana Peterson

Date Submitted: 03/31/2008 Disposition Status: Approved-Closed

Implementation Date Requested: 06/01/2008

Implementation Date:

State Filing Description:

## General Information

Project Name: 571 AR

Project Number: 571 AR

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/09/2009

Deemer Date:

Filing Description:

Submitted for your review is Equitable Life & Casualty Insurance Company's ("Equitable") new Specified Disease – Cancer Only Policy Form #571 AR. This policy is a new form and does not replace any form previously filed with the Arkansas Insurance Department.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 04/02/2009

Corresponding Filing Tracking Number:

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

Policy Form 571 AR is an individual policy, and will be marketed through licensed and appointed independent agents. Each form in this filing is briefly described as follows:

Policy Form: The policy form is the contract of insurance. The policy provides benefits for specific losses due to cancer only. It provides a First Occurrence Benefit, which is a \$1000.00 benefit paid upon the first-ever diagnosis of cancer. Other benefits are paid according to a Benefit Schedule which is included in the policy. Benefits include, but are not limited to:

- Hospital Confinement Benefit;
- Inpatient Drug Benefit;
- Inpatient Private Nurse Benefit;
- Attending Physician Benefit;
- Second and Third Opinion Benefit;
- Blood and Plasma Benefit;
- Radiation and Chemotherapy Benefit;
- Anti-Nausea Medication Benefit;
- Breast Prosthesis Benefit;
- Ambulance Benefit;
- Transportation Benefit; and
- Hospice Benefit.

The policy contains a 60-day probationary period ("eligibility requirement"). A 12 month waiting period will be imposed on insureds that are diagnosed with or treated for internal cancer during the first 60 days of coverage. Insureds that are diagnosed with cancer during that 60 day period may elect to void the Policy and receive a full refund of premium paid.

Return of Premium Rider: The return of premium rider is available for purchase with the policy, at an additional premium. The rider provides for a return of a percentage of all premiums paid for the policy if the policy lapses for any reason after the 15th policy anniversary, or if an insured dies between the 5th and 15th policy anniversaries.

Application Form: The application is used to gather an applicant's personal information, including, but not limited to, the applicant's name, address and medical history. Underwriting will be conducted on all applicants through a simplified

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Limited Benefit  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

underwriting procedure by review of the application.

Outline of Coverage: The outline of coverage provides a brief description of the benefits provided under the policy. The outline of coverage will be provided to all prospective insureds at the time of application.

Replacement Notice: The replacement notice will be used when a prospective insured intends to replace an existing accident and health insurance policy with this policy. The replacement notice will be provided and completed by the prospective insured and his or her agent at the time of application.

Medicare Duplication Notice: The Medicare duplication notice will be provided to all prospective insureds that are eligible for Medicare at the time of application.

## Company and Contact

### Filing Contact Information

Jana Peterson, Compliance Specialist      Jana.Peterson@Equilife.com  
3 Triad Center      (877) 579-3782 [Phone]  
Salt Lake City, UT 84180      (801) 579-3781[FAX]

### Filing Company Information

Equitable Life & Casualty Insurance Company      CoCode: 62952      State of Domicile: Utah  
3 Triad Center      Group Code: -99      Company Type: Life and Health  
Suite 200  
Salt Lake City, UT 84180      Group Name:      State ID Number:  
(801) 579-3400 ext. [Phone]      FEIN Number: 87-0129771  
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## Filing Fees

Fee Required?      Yes  
Fee Amount:      \$50.00  
Retaliatory?      No  
Fee Explanation:      State Fee = \$50 per filing  
Per Company:      No

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
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TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Equitable Life & Casualty Insurance Company	\$50.00	03/31/2008	19155725

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
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 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/09/2009	04/09/2009
Approved-Closed	Rosalind Minor	05/23/2008	05/23/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	04/08/2009	04/08/2009	Jana Peterson	04/09/2009	04/09/2009
Pending Industry Response	Rosalind Minor	04/02/2009	04/02/2009	Jana Peterson	04/03/2009	04/03/2009
Pending Industry Response	Rosalind Minor	04/17/2008	04/17/2008	Jana Peterson	05/22/2008	05/22/2008

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
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Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

## Disposition

Disposition Date: 04/09/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

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	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Redlined Policy Form 571 AR	Approved-Closed	Yes
Supporting Document	Redlined Outline of Coverage Form OLC-571 AR	Approved-Closed	Yes
Supporting Document	4-3-09 Redlined Policy	Approved-Closed	Yes
Supporting Document	4-3-09 Redlined Outline of Coverage	Approved-Closed	Yes
Supporting Document	4-9-09 Redlined Policy and Outline of Coverage	Approved-Closed	Yes
Form (revised)	Cancer Insurance Policy	Approved-Closed	Yes
Form	Cancer Insurance Policy	Replaced	Yes
Form	Cancer Insurance Policy	Replaced	Yes
Form	Cancer Insurance Policy	Replaced	Yes
Form	Application - Cancer Insurance	Approved-Closed	Yes
Form	Supplemental Application - Cancer Insurance	Approved-Closed	Yes
Form	Return of Premium Benefit Rider	Approved-Closed	Yes
Form (revised)	Outline of Coverage	Approved-Closed	Yes
Form	Outline of Coverage	Replaced	Yes
Form	Outline of Coverage	Replaced	Yes
Form	Outline of Coverage	Replaced	Yes
Form	Medicare Duplication Notice	Approved-Closed	Yes
Form	Replacement Notice	Approved-Closed	Yes
Rate	Actuarial Memorandum/Rates	Approved-Closed	No

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

## Disposition

Disposition Date: 05/23/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

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	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Redlined Policy Form 571 AR	Approved-Closed	Yes
Supporting Document	Redlined Outline of Coverage Form OLC-571 AR	Approved-Closed	Yes
Supporting Document	4-3-09 Redlined Policy	Approved-Closed	Yes
Supporting Document	4-3-09 Redlined Outline of Coverage	Approved-Closed	Yes
Supporting Document	4-9-09 Redlined Policy and Outline of Coverage	Approved-Closed	Yes
Form (revised)	Cancer Insurance Policy	Approved-Closed	Yes
Form	Cancer Insurance Policy	Replaced	Yes
Form	Cancer Insurance Policy	Replaced	Yes
Form	Cancer Insurance Policy	Replaced	Yes
Form	Application - Cancer Insurance	Approved-Closed	Yes
Form	Supplemental Application - Cancer Insurance	Approved-Closed	Yes
Form	Return of Premium Benefit Rider	Approved-Closed	Yes
Form (revised)	Outline of Coverage	Approved-Closed	Yes
Form	Outline of Coverage	Replaced	Yes
Form	Outline of Coverage	Replaced	Yes
Form	Outline of Coverage	Replaced	Yes
Form	Medicare Duplication Notice	Approved-Closed	Yes
Form	Replacement Notice	Approved-Closed	Yes
Rate	Actuarial Memorandum/Rates	Approved-Closed	No

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 04/08/2009  
Submitted Date 04/08/2009

Respond By Date

Dear Jana Peterson,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Outline of Coverage (Supporting Document)
- Cancer Insurance Policy (Form)

Comment: When you changed the language, the word "disease" is misspelled.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 04/09/2009  
Submitted Date 04/09/2009

Dear Rosalind Minor,

### Comments:

Thank you for your review of Equitable Life and Casualty Insurance Company's Specified Disease- Cancer Only product filing Form 571 AR, approved by the Arkansas Insurance Department on March 31, 2008 (SERFF Tracking # ELCC-125439308, Arkansas Tracking # 38575).

### Response 1

Comments: We have received your objection letter dated April 8, 2009, and have made the following changes:

1. Policy Form 571 AR, Limitations and Exclusions, Page 9 – the misspelling of the word "disease" has been corrected.
2. Outline of Coverage form OLC-571 AR, Limitations and Exclusions, Page 3 – the misspelling of the word "disease"

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Limited Benefit  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

has been corrected.

**Related Objection 1**

Applies To:

- Outline of Coverage (Supporting Document)
- Cancer Insurance Policy (Form)

Comment:

When you changed the language, the word "disease" is misspelled.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: 4-9-09 Redlined Policy and Outline of Coverage

Comment:

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Cancer Insurance Policy	Form 571 AR		Policy/Contract/Fraternal Certificate	Initial		43	571_ar.pdf
<b>Previous Version</b>							
Cancer Insurance Policy	Form 571 AR		Policy/Contract/Fraternal Certificate	Initial		43	571_ar.pdf
Cancer Insurance Policy	Form 571 AR		Policy/Contract/Fraternal Certificate	Initial		43	571_ar.pdf
Cancer Insurance Policy	Form 571 AR		Policy/Contract/Fraternal Certificate	Initial		43	571_ar.pdf
Outline of Coverage	Form OLC-571 AR		Outline of Coverage	Initial			OLC-571_ar.pdf
<b>Previous Version</b>							
Outline of Coverage	Form OLC-571 AR		Outline of Coverage	Initial			OLC-571_ar.pdf

<i>SERFF Tracking Number:</i>	<i>ELCC-125439308</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Equitable Life &amp; Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>38575</i>
<i>Company Tracking Number:</i>	<i>571 AR</i>		
<i>TOI:</i>	<i>H071 Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H071.002A Dread Disease - Cancer Only</i>
<i>Product Name:</i>	<i>CancerCare Plus</i>		
<i>Project Name/Number:</i>	<i>571 AR/571 AR</i>		
<i>Outline of Coverage</i>	<i>Form</i>	<i>Outline of Coverage</i>	<i>Initial</i>
	<i>OLC-571</i>		
	<i>AR</i>		
<i>Outline of Coverage</i>	<i>Form</i>	<i>Outline of Coverage</i>	<i>Initial</i>
	<i>OLC-571</i>		
			<i>OLC-571-R_ar.pdf</i>
			<i>OLC 571.pdf</i>



SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 04/02/2009  
Submitted Date 04/02/2009  
Respond By Date

Dear Jana Peterson,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Outline of Coverage (Supporting Document)
- Cancer Insurance Policy (Form)

### Comment:

Upon reviewing prviously approved Individual Cancer Products, it has been discovered that this product has a Limitation and Exclusion that needs to be addressed.

It is stated on Page 9 that benefits are not payable for any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment.

This Limitation/Exclusion is not in compliance with our Rule 18, APPENDIX 1 A (3) which states...."Notwithstanding any other provision of this rule, specified disease policies shall provide benefits to any covered person not only for the specified disease(s) but also for any other conditions(s) or disease(s), directly caused or aggravated by the specified disease(s) or the treatment of the specified(s).

This is area that I look for in Cancer Products, but unfortunately I missed this one.

We appreciate your understanding and cooperation in this matter.

Please feel free to contact me if you have questions.

Sincerely,  
Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 04/03/2009



SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.002A Dread Disease - Cancer Only  
Limited Benefit  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

Dear Rosalind Minor,

**Comments:**

Thank you for your review of Equitable Life and Casualty Insurance Company's Specified Disease- Cancer Only product filing Form 571 AR, approved by the Arkansas Insurance Department on March 31, 2008 (SERFF Tracking # ELCC-125439308). We have received your objection letter dated April 2, 2009, and have made the following changes:

**Response 1**

Comments: 1. To comply with Rule 18, Appendix 1A (3), the policy form and the Outline of Coverage have been revised.  
a. Policy Form 571 AR, Page 9, Limitations and Exclusions, bullet #1 – the exclusion has been amended to read “Any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment.”  
b. Outline of Coverage OLC-571 AR, Page 3, Limitations and Exclusions, bullet #1 - the exclusion has been amended to read “Any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment.”

**Related Objection 1**

Applies To:

- Outline of Coverage (Supporting Document)
- Cancer Insurance Policy (Form)

Comment:

Upon reviewing previously approved Individual Cancer Products, it has been discovered that this product has a Limitation and Exclusion that needs to be addressed.

It is stated on Page 9 that benefits are not payable for any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment.

This Limitation/Exclusion is not in compliance with our Rule 18, APPENDIX 1 A (3) which states...."Notwithstanding any other provision of this rule, specified disease policies shall provide benefits to any covered person not only for the specified disease(s) but also for any other conditions(s) or disease(s), directly caused or aggravated by the specified disease(s) or the treatment of the specified(s).

This is area that I look for in Cancer Products, but unfortunately I missed this one.

We appreciate your understanding and cooperation in this matter.

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Limited Benefit  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: 4-3-09 Redlined Policy  
 Comment:  
 Satisfied -Name: 4-3-09 Redlined Outline of Coverage  
 Comment:

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
<i>Cancer Insurance Policy</i>	<i>Form 571 AR</i>		<i>Policy/Contract/Fraternal Certificate</i>	<i>Initial</i>		43	571_ar.pdf
<b>Previous Version</b>							
<i>Cancer Insurance Policy</i>	<i>Form 571 AR</i>		<i>Policy/Contract/Fraternal Certificate</i>	<i>Initial</i>		43	571_ar.pdf
<i>Cancer Insurance Policy</i>	<i>Form 571 AR</i>		<i>Policy/Contract/Fraternal Certificate</i>	<i>Initial</i>		43	571_ar.pdf
<i>Outline of Coverage</i>	<i>Form OLC-571 AR</i>		<i>Outline of Coverage</i>	<i>Initial</i>			OLC-571_ar.pdf
<b>Previous Version</b>							
<i>Outline of Coverage</i>	<i>Form OLC-571 AR</i>		<i>Outline of Coverage</i>	<i>Initial</i>			OLC-571-R_ar.pdf
<i>Outline of Coverage</i>	<i>Form OLC-571</i>		<i>Outline of Coverage</i>	<i>Initial</i>			OLC-571.pdf

No Rate/Rule Schedule items changed.

Please be assured that as of this day, no policies of this form have been sold in the state of Arkansas.

Attached please find clean as well as redlined copies of both of these revised forms. With these revisions, we hope that this filing once again meets with the approval of the Department. We look forward to hearing from you soon.



SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 04/17/2008  
Submitted Date 04/17/2008

Respond By Date

Dear Jana Peterson,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Cancer Insurance Policy (Form)

Comment: The 60-day eligibility requirement is not in compliance with Rule 18, Appendix 1A.(5) which states that...."No policy issued pursuant to this Section shall contain a waiting or probationary period greater than thirty (30) days....".

### Objection 2

- Cancer Insurance Policy (Form)

Comment: With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

### Objection 3

- Cancer Insurance Policy (Form)

Comment: Please refer to the Dependent Coverage provision. Under ACA 23-79-137, Coverage for minors for whom the insured has filed a petition to adopt, please refer to the 60-day period.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 05/22/2008  
Submitted Date 05/22/2008

Dear Rosalind Minor,

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

**Comments:**

**Response 1**

Comments: Thank you for your review of Equitable Life and Casualty Insurance Company's recent submission of our new Specified Disease – Cancer Only product filing Form 571 AR, et. al. (SERFF Tracking # ELCC-125439308, Arkansas Tracking # 38575). We have received your objection letter dated April 17, 2008, and will answer your concerns in the order in which they were presented.

1) To comply with Rule 18, Appendix 1A.(5), the Eligibility Period has been changed from 60 days to 30 days. This change has been made in the following forms:

- a. Policy Form 571 AR
  - i. Page 1 – Eligibility Period
  - ii. Page 1- Caution Statement
  - iii. Page 6 – Eligibility
  - iv. Page 6 – First Occurrence Benefit
  - v. Page 9 – Limitations and Exclusions
- b. Outline of Coverage Form OLC-571 – please note that these changes make the OLC a state-specific form. Please withdraw Form OLC-571 and substitute the attached Form OLC-571 AR.
  - i. Page 1 – First Occurrence Benefit
  - ii. Page 3 – Limitations and Exclusions

2) To comply with ACA 23-85-131(b) and Bulletin 14-81, policy Form 571 AR has been revised.

- a. Page 3- Definitions – You, Your, Yourself, Covered Person
  - i. The 31 day time limit for furnishing proof of incapacity of a handicapped child has been removed.

3) To comply with ACA 23-79-137, policy Form 571 AR has been revised.

- a. Page 11- Dependent Coverage
  - i. The notification period for coverage for an adopted child has been changed from 30 days to 60 days.
  - ii. The sentence “Coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child.” has been added.

Attached please find clean copies of the revised forms as well as redlined copies for your convenience. With these revisions, we hope that this filing now meets with the approval of the Arkansas Insurance Department. We look forward to hearing from you soon.

**Related Objection 1**

Applies To:

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

- Cancer Insurance Policy (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

**Related Objection 2**

Applies To:

- Cancer Insurance Policy (Form)

Comment:

The 60-day eligibility requirement is not in compliance with Rule 18, Appendix 1A.(5) which states that..."No policy issued pursuant to this Section shall contain a waiting or probationary period greater than thirty (30) days....".

**Related Objection 3**

Applies To:

- Cancer Insurance Policy (Form)

Comment:

Please refer to the Dependent Coverage provision. Under ACA 23-79-137, Coverage for minors for whom the insured has filed a petition to adopt, please refer to the 60-day period.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: Redlined Policy Form 571 AR

Comment:

Satisfied -Name: Redlined Outline of Coverage Form OLC-571 AR

Comment:

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Cancer Insurance Policy	Form 571 AR		Policy/Contract/Fraternal Certificate	Initial		43	571_ar.pdf
<b>Previous Version</b>							
Cancer Insurance Policy	Form 571 AR		Policy/Contract/Fraternal Certificate	Initial		43	571_ar.pdf

<i>SERFF Tracking Number:</i>	<i>ELCC-125439308</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Equitable Life &amp; Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>38575</i>
<i>Company Tracking Number:</i>	<i>571 AR</i>		
<i>TOI:</i>	<i>H071 Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H071.002A Dread Disease - Cancer Only</i>
<i>Product Name:</i>	<i>CancerCare Plus</i>		
<i>Project Name/Number:</i>	<i>571 AR/571 AR</i>		
<b>Outline of Coverage</b>	<i>Form</i>	<b>Outline of Coverage</b>	<i>Initial</i>
	<i>OLC-571</i>		
	<i>AR</i>		<i>OLC-571-R_ar.pdf</i>
<b>Previous Version</b>			
<b>Outline of Coverage</b>	<i>Form</i>	<b>Outline of Coverage</b>	<i>Initial</i>
	<i>OLC-571</i>		<i>OLC 571.pdf</i>



SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

## Form Schedule

Lead Form Number: Form 571 AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	Form 571 AR	Policy/Contract	Cancer Insurance Fraternal Policy Certificate	Initial		43	571_ar.pdf
Approved-Closed	A-571 AR	Application/Enrollment Form	Application - Cancer Insurance	Initial			A-571-R_app.pdf
Approved-Closed	SA-571	Application/Enrollment Form	Supplemental Application - Cancer Insurance	Initial		0	SA-571.pdf
Approved-Closed	Form E-571ROP	Certificate	Return of Premium Benefit Rider	Initial		0	E-571ROP.pdf
Approved-Closed	Form OLC-571 AR	Outline of Coverage	Outline of Coverage	Initial			OLC-571_ar.pdf
Approved-Closed	MDN-Cancer	Other	Medicare Duplication Notice	Initial		0	MDN-cancer.pdf
Approved-Closed	RN 30	Other	Replacement Notice	Initial		0	RN 30.pdf

3 Triad Center, Salt Lake City, Utah 84180-1200  
1-800-352-5150

### CANCER INSURANCE POLICY

**THIS IS A LIMITED BENEFIT POLICY – PLEASE READ CAREFULLY. THIS IS A SPECIFIED DISEASE POLICY LIMITED TO CANCER COVERAGE ONLY. NO BENEFITS ARE PAYABLE FOR LOSS FROM ANY OTHER CAUSE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If a Covered Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” that You received from Us.**

This Policy is a legal contract between You, named as the Insured in the Policy Schedule, and Us. We promise to pay the benefits provided in this Policy for covered losses that are incurred by You and any dependents (if covered) while this Policy is in force. All benefits are subject to the definitions, limitations, exclusions and all other provisions of this Policy. All benefits are also subject to the provisions of any endorsement which may be attached.

**ELIGIBILITY PERIOD:** This Policy contains a 30-day eligibility requirement. If a Covered Person is diagnosed with or treated for internal Cancer during the first 30 days of coverage under this Policy, benefits will only be provided for Loss commencing 12 months after the Covered Person’s Effective Date of coverage. If a Covered Person is diagnosed with Cancer during the first 30 days of coverage, You may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**CONSIDERATION:** In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. **Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see General Provisions). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life and Casualty, # 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free at 1-800-352-5150.**

**THIRTY-DAY RIGHT TO EXAMINE THIS POLICY:** If for any reason You are not satisfied with this Policy, return it to Us or to the agent who sold it to You within 30 days after you receive it. We will refund all premiums paid and consider the policy never to have been issued.

**POLICY RENEWAL CONDITIONS – YOUR POLICY IS GUARANTEED RENEWABLE:** This means you have the right to continue your policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that in the future we may increase premiums. Your premiums are guaranteed for your first year of coverage. Thereafter, we may change the renewal premium for your policy, but only if we change them for all policies like yours in your state on a premium class basis. A premium class is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. You will be notified at least 31 days before any premium change. Your premium will not increase due to a change in your individual age or your specific health.

**EFFECTIVE DATE:** Coverage under this Policy begins at 12:01 a.m. Standard Time at Your residence on the Effective Date shown in the Policy Schedule. It ends, subject to the Grace Period, at 12:01 a.m. on the date any renewal premium is due and not paid.

IN WITNESS WHEREOF, We have caused the Policy to be signed by Our President and Secretary.



President



Secretary

**CAUTION – READ CAREFULLY! No benefits will be provided during the first 12 months of the policy for Cancer diagnosed before the 30th day after the Effective Date shown in the policy schedule.**

**POLICY SCHEDULE**

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
{Insured Children	see attached application)	Effective Date:	12/1/07
{Insured Children	see attached application)	First Renewal Date:	12/1/08
{Alternate Payor:	Bob Smith}	Policy Anniversary:	December 1

**RENEWAL PREMIUMS\***

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
{Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX}
<b>TOTAL:</b>	<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	<b>\$XXX.XX</b>	<b>\$XXX.XX</b>

**Benefit Schedule**

This is a summary of benefits for each Covered Person. Please read your entire Policy for further explanations and limitations.

First Occurrence Benefit Each Covered Person .....	\$1,000
Hospital Confinement	
Days 1-90 .....	\$100/day
Days 91+ .....	\$250/day
Inpatient Drugs .....	up to \$20/day
Attending Physician .....	Actual Charges up to \$20/day
Inpatient Private Nurse .....	Actual Charges up to \$50/day
Surgical Procedure .....	See attached Surgical Schedule
Reconstructive Breast Surgery .....	Actual charges up to amount paid for mastectomy
Anesthesia Benefit .....	25% of Surgery Payment
Second and Third Surgical Opinion .....	Actual charges up to \$100/opinion
Blood and Plasma .....	\$40/unit
Radiation/Chemotherapy	
Radiation therapy .....	Actual Charges up to \$100/day - No monthly maximum
Chemotherapy injected by medical personnel .....	Actual Charges up to \$100/day - No monthly maximum
Other Chemotherapy	
Self-injected medications; medications dispensed by pump or implant; oral chemotherapy	
.....	Actual charges up to \$100/filled RX
.....	Combined monthly maximum: \$500
Anti-Nausea Medication .....	Actual charges up to \$50/Calendar Month
Breast Prosthesis	
Surgical .....	Actual charges up to \$1,000/prosthesis
Non-Surgical.....	Actual Charges up to \$250 <b>lifetime maximum</b> per Covered Person
Ambulance .....	Actual Charges up to \$50 per confinement
Transportation .....	Actual Charges up to \$250 (coach class plane, train or bus)
Hospice .....	\$50/day inpatient in lieu of all other benefits

## POLICY INDEX

Policy Schedule	Page 2
Benefit Schedule	Page 2
Definitions	Page 3
Eligibility for Benefits	Page 5
Benefits	Page 6
Limitations and Exclusions	Page 9
Claim Provisions	Page 9
General Provisions	Page 10
Surgical Schedule	Page 12
Riders, Endorsements, Amendments, if any	Attached
Application	Attached

## DEFINITIONS

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

The person named as the “Insured” on the Policy Schedule of this Policy is the Policyowner. In this Policy, We, Our, or Us refers to Equitable Life & Casualty Insurance Company.

### **YOU, YOUR, YOURSELF, COVERED PERSON:**

- if this is Individual coverage, only the Insured;
- if this is Single Parent coverage, the Insured and the Insured’s children; and,
- if this is Family coverage, the Insured and the Insured’s spouse and children.

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, minor foster children from the moment of placement in the residence, or a child placed with the Insured for adoption from the moment of placement in the residence, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- younger than 21, or younger than 26 (the Limiting Age) if they are a full-time student in a licensed or accredited school.

The definition of “full-time student” is based on the criteria for “full-time student” in the school where the student is enrolled. 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. Thereafter, such proof must be provided at Our request, but not more frequently than annually.

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.

**ACTUAL CHARGES:** The billed amount for covered Losses.

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

**CALENDAR YEAR:** The period beginning January 1st and ending December 31st.

**CANCER:** 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 does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions. Clinical diagnosis of Cancer shall be accepted as evidence that Cancer exists in an Insured when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Cancer and the Insured received definitive treatment for Cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the Hospital for not less than 45 days before the date of death.

**DEFINITIVE CANCER TREATMENT:** 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 investigatively 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.

**DOCTOR/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.

**HOSPICE:** An organization which:

- is licensed by a government agency;
- provides palliative and supportive care to terminally ill persons and their families;
- provides this care on a short-term inpatient basis;
- is directed by a Physician and supervised by a registered Nurse; and,
- is classified as a Hospice by the National Hospice Organization.

A Hospice is not a/an:

- Hospital;
- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home or a home for the aged;
- sanatorium;
- rehabilitation center;
- place for the treatment of substance abuse; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as an acute-care Hospital;
- provides care of injured and sick people;
- is supervised by a Doctor;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate Nurse (RN);
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities; and,
- maintains permanent medical history records.

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.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents related to You by blood or marriage.

**LOSS:** Means a Specified Event for which We pay benefits under this Policy.

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

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

- licensed practical nurse (L.P.N.);
- licensed vocational nurse (L.V.N.); or
- registered graduate nurse (R.N.)

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

**PATHOLOGIST:** A Doctor, 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.

**PERIOD OF CONFINEMENT:** A period which begins at least 60 days after Your Effective Date of coverage, beginning on the first day of confinement and ending on the last day of confinement as an inpatient in a Hospital or Skilled Nursing/Extended Care Facility. 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 confinement as a new confinement.

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

**SKIN CANCER:** Basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

**SPECIFIED EVENT:** An event, such as a day of Hospital Confinement due to Cancer, that occurs while this Policy is in force and while all eligibility requirements are met.

**U.S. GOVERNMENT HOSPITAL:** A Hospital which:

- is operated by or for the United States Government; and,
- does not charge for its room, board and medical services.

## ELIGIBILITY FOR BENEFITS

**DIAGNOSIS:** 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 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. A pathological diagnosis of Cancer can be made before or after death.

**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 detrimental to Your health, when there is medical evidence to support the diagnosis, and when a Doctor 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. In the case of lung Cancer, We accept a cytology report in lieu of a pathology report.

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

- You have not been diagnosed with or treated for any Cancer during the first 60 days after the Effective Date of this policy;
- Cancer is first diagnosed while You are covered by this Policy;
- You incur a Loss due to Cancer while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

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.

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 45 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.

## **BENEFITS**

**OUR PROMISE TO PAY:** Subject to the terms, limitations and exclusions of this Policy, We will pay the following benefits for Loss due to Cancer or Definitive Cancer Treatment. Benefit amounts and some limitations are shown in the Benefit Schedule and the Surgical Schedule.

**FIRST OCCURRENCE BENEFIT:** We will pay the amount shown in the Benefit Schedule when You are diagnosed for the first time as having any internal Cancer. We will pay this benefit even when Cancer is not diagnosed until after death. This benefit is not payable for Skin Cancer.

This benefit is never payable if You have been diagnosed with or treated for internal Cancer before Your Effective Date of coverage under this Policy or prior to satisfying the 30-day eligibility requirement.

We will pay this benefit only once for each Covered Person. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.

**HOSPITAL CONFINEMENT BENEFIT (including U.S. Government Hospital):** We will pay this benefit for each day You are confined as an inpatient in a Hospital due to Cancer. This benefit will be calculated based on the number of days the Hospital charges 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 90 days or less are paid at the amount shown on the Benefit Schedule. Beginning with the 91st consecutive day We will pay the increased amount shown in the Benefit Schedule. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**EXCEPTION:** When Cancer treatment is received in a U.S. Government Hospital, We will pay this benefit while You are confined in lieu of all other benefits with the exception of the First Occurrence Express Payment, and the Transportation benefit.

**INPATIENT DRUG BENEFIT:** We will pay this benefit for drugs administered to You while confined as an inpatient in a Hospital due to Cancer. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. We will pay the Actual Charges made by the Hospital up to the daily limit shown in the Benefit Schedule for each day You receive drugs while confined as an inpatient, up to the number of days for which You receive benefits under the Hospital Confinement Benefit.

This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**INPATIENT PRIVATE NURSE BENEFIT:** We will pay the amount shown on the Benefit Schedule if You use the full-time services of a private Nurse while confined as an inpatient in a Hospital for Definitive Cancer Treatment. "Full-time" means at least eight-hour attendance during any 24 hour period. These services must be required and authorized by a Doctor for the treatment of Cancer and must be performed by a professional Nurse. Private nursing services must be other than those regularly furnished by the Hospital. We will not pay this benefit if the private Nurse is You or a member of Your Immediate Family.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for each day You receive such services, up to the number of days for which benefits were received under the Hospital Confinement Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay the Actual Charge not to exceed \$20 per day for the professional services of a Physician or Oncologist rendered to an Insured Person while he or she is confined in a Hospital for the treatment of Cancer. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Insured Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**SURGICAL PROCEDURE BENEFIT:** We will pay this benefit for Cancer surgery performed by a Doctor. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat Cancer. We will pay the amount shown in the Surgical Schedule for the surgical procedure performed. We will pay the amount shown in the Surgical Schedule for surgical biopsies resulting in a pathological diagnosis of Cancer.

If You have more than one surgical procedure performed at the same time through the same incision, We will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable.

If You have a surgical procedure performed which is not shown in the Surgical Schedule, We will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the procedure, We will pay no less than the smallest and no more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three Years of a mastectomy for which We paid a Surgical Procedure Benefit. We will pay Actual Charges up to the Surgical Procedure Benefit We paid for the mastectomy. If reconstructive surgery is performed the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit.

**ANESTHESIA BENEFIT:** We will pay this benefit if You receive anesthesia during Cancer surgery for which a Surgical Procedure Benefit is payable.

We will pay the actual charges up to 25% of the amount shown in the Surgical Schedule for the surgical procedure performed during which anesthesia was administered. We will pay actual charges up to 25% of the amount shown in the Surgical Schedule for anesthesia administered during a surgical biopsy resulting in a pathological diagnosis of Cancer.

If You have more than one Cancer surgical procedure performed at the same time, We will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a Cancer surgical procedure that is not listed in the Surgical Schedule, We will pay an Anesthesia Benefit equal to 25% of the amount We pay for such surgery. We will pay no less than 25% of the smallest and no more than 25% of the largest Anesthesia Benefit amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay this benefit if surgery is recommended due to the positive diagnosis of Cancer and You choose to obtain the opinion of a second Physician. If the second opinion fails to confirm the need for the recommended surgery, We will pay for a third Physician's opinion. You are not required to obtain a second or third opinion in order to receive the surgical or other benefits under this Policy. Should you choose to obtain a second or third opinion, such opinions must be rendered before surgery is performed. The Physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the Physician rendering the initial opinion.

We will pay Actual Charges for such opinions up to the amount shown in the Benefit Schedule. This benefit is not payable for second or third opinions related to Skin Cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay the amount shown in the Benefit Schedule for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for Definitive Cancer Treatment whether Hospital Confined or as out-patient treatment. We do pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay the amounts listed on the Benefit Schedule, subject to monthly 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. The Surgical/Anesthesia Benefit provides additional amounts payable for insertion and removal.
- 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 monthly maximum of five times the daily amount shown on the Benefit Schedule.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment and will only be paid through the appropriate surgery benefit;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount shown on the Benefit Schedule;
- self-injected medications are limited to the per drug amount shown on the Benefit Schedule and are subject to the combined monthly maximum listed in the Benefit Schedule;
- medications dispensed by pump or implant are limited to the per drug amount shown on the Benefit Schedule for each of the initial prescriptions and each refill, subject to the combined monthly maximum 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 the per drug amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum 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 the National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay this benefit for Your anti-nausea medication prescribed by a Physician while receiving radiation or chemotherapy for treatment of Cancer. We will not pay this benefit for medication prescribed and administered while You are an inpatient in a Hospital. The monthly maximum amount payable for each Covered Person is shown in the Benefit Schedule.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay this benefit for surgically implanted and non-surgically implanted breast prostheses prescribed by a Physician due to Cancer surgery for which You received benefits under this Policy. Non-surgically implanted removable breast prostheses are subject to the lifetime maximum amount shown on the Benefit Schedule.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for surgically implanted prostheses. The amount listed is the maximum payable per prosthesis for each Covered Person. Prostheses must be obtained within three years after the date of the Cancer surgery for which We paid a benefit.

**AMBULANCE BENEFIT:** We will pay this benefit if a licensed surface or air ambulance service transports You to or from a Hospital including transportation from one hospital to another, where You are confined as an inpatient due to Cancer. Any air ambulance service must be necessary to protect Your health and safety when other reasonable and customary travel methods are not available.

We will pay Actual Charges up to the amount shown in the Benefit Schedule. This benefit is limited to one charge per Period of Confinement. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**TRANSPORTATION BENEFIT:** We will pay this benefit if You must travel within the U.S. (including Alaska, Hawaii and Puerto Rico) more than 100 miles one-way from Your residence to:

- receive Definitive Cancer Treatment prescribed by Your local Physician that is not available within 100 miles one-way from Your residence; or,
- seek consultation about Your Cancer at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for Your coach class plane, train or bus fare on a regularly scheduled route. We will not pay the cost to charter a plane, train or bus. This Benefit is payable for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay this benefit for each day You receive inpatient Hospice care due to Cancer. You must be diagnosed by a Physician as terminally ill, no longer be receiving Definitive Cancer Treatment, and be expected to live six months or less.

We will pay the amount shown in the Benefit Schedule for each day You are confined to a Hospice for treatment or services.

We will not pay this benefit for any day You are confined in a Hospital or a skilled nursing/extended care facility.

### LIMITATIONS AND EXCLUSIONS

**CANCER POLICY ONLY:** Subject to the 30-day eligibility period, this Policy provides benefits only for Loss due to Cancer and Definitive Cancer Treatment. Proof must be submitted to support each claim.

Benefits are not payable for:

- any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring while this Policy is not in force; or,
- Losses occurring before or during the 30-day eligibility period. If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only provide benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Benefits paid for any one Covered Person shall not exceed the maximum benefits shown in the Benefit Schedule regardless of the number of Cancers.

### CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Home Office or to an authorized agent. The notice should include Your name, the Covered Person's name, and the Policy number.

**CLAIM FORMS:** When We receive Notice of Claim, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days after giving such notice, You can meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after the date of Loss. If it was not reasonably possible for You to give Us proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**PAYMENT OF BENEFITS:** All benefits will be paid to You or Your assignee. Any benefits unpaid at Your death may be paid to Your estate.

**TIMELY PAYMENT OF BENEFITS:** Benefits payable under this Policy will be paid as soon as We receive proper written Proof of Loss.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We may also require an autopsy where allowed by law. Either will be done at Our expense.

**CLAIM REVIEW:** If You believe that Our claim decision is in error, You may appeal Our decision and We will reconsider Your claim. Send Us a written request (no special form is required) explaining why, under the provisions of Your Policy, We should change Our decision. Your written request must be submitted within sixty (60) days of Your receipt of the Explanation of Benefits (EOB) of Your claim. You may authorize someone else to act for You in this process.

Your written request should include Your name, the Covered Person's name, the policy number, the names, addresses and phone numbers of any persons or organizations You believe We should contact to learn more about the claim under reconsideration, and any supporting documentation or records.

Once We have completed Our review, We will notify You in writing of Our decision. This notification will be sent to You no later than thirty (30) days after receipt of Your written request for appeal. We will pay any benefits that may then be due as a result of Our reconsideration. Should We require longer than thirty (30) days to make Our decision, We will notify You of the reasons for this delay. In any event, the delay will be no longer than an additional forty-five (45) days. Our final decision on Your appeal does not prevent You from taking further legal action.

## GENERAL PROVISIONS

**ENTIRE CONTRACT; CHANGES:** This Policy, with endorsements and any attached papers, is the entire contract between You and Us. No change in this Policy will be effective until it is approved by one of Our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**CONTROL OF POLICY:** In the event of Your death, Your Spouse, if covered, shall have the right to continue this Policy for all Covered Persons. A written request for continuation and the appropriate Premium, if applicable, must be sent to Us within 60 days of the Insured's death.

**TIME LIMIT ON CERTAIN DEFENSES:** No statements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred after 2 years from the Effective Date of this Policy. A copy of Your application is attached.

**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 or insured certain members of Your family under this Policy, Our only responsibility will be to refund any excess Premium paid.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such laws.

**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 Home Office.

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 fail to pay Your Premium by the end of the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** This policy has a 31-day Grace Period. This means if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period this policy will stay in force.

**CONSERVATION PERIOD:** You have an additional 15 days beyond the Grace Period to pay your premium. During this 15 day extension, this policy is not in force unless your premium is paid within this period. This policy will then be renewed with no lapse in coverage.

**ALTERNATE PAYOR:** An Alternate Payor is a person selected by You to receive a reminder of the renewal premium due if You have not paid it during the Grace Period. Your Alternate Payor is shown on the Policy Schedule.

**REINSTATEMENT:** If the renewal premium is not paid before the Grace Period ends or within the Conservation Period, this Policy will lapse. Later acceptance of premium by Us (or by an agent authorized to accept payment) without requiring an application for Reinstatement will Reinstatement this Policy. If We or Our agent require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be Reinstated as of the approval date. Lacking such approval this Policy will be Reinstated on the 45th day (30th day in New Mexico) after the date of the conditional receipt unless We have previously notified You, in writing, of Our disapproval.

The Reinstated Policy will provide benefits only for Loss resulting from Cancer positively diagnosed 10 days or more after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same after You have satisfied any provisions noted on or attached to the Reinstated Policy. Any premium accepted with a Reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of Reinstatement.

**REFUND OF UNEARNED PREMIUM:** We will refund that part of any premium paid which covers a period beyond the end of the Policy month of Your death.

**OTHER INSURANCE WITH US:** Your insurance under a like policy or policies with Us is limited to one such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all such other policies.

**LEGAL ACTION:** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after 3 years (5 years in Mississippi) after the time written Proof of Loss is required to be given.

### DEPENDENT COVERAGE

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

Newborn children are insured from the moment of live birth. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newborn child is covered from the moment of birth for 31 days. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 days after the child's birth and paying any required additional Premium.

A child placed for adoption after the Effective Date of this Policy will be covered from the moment of placement. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newly adopted 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 shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child. 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.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, or if coverage of a spouse terminates due to divorce or annulment, or if coverage of a child terminates due to the child becoming married or reaching the Limiting Age, such Covered Person may convert to a separate Policy without 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;
- any conditions excluded in this Policy are excluded in the converted Policy;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy;
- the effective date of the converted coverage will be the date coverage terminates under this Policy; and,
- a Covered Person who had internal Cancer diagnosed under this Policy will not be eligible for the First Occurrence Benefit in the converted Policy; and
- any Return of Premium Benefits will not be provided under the converted Policy, if such benefits were paid under this Policy.

Another 30-day eligibility 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. 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.

## SURGICAL SCHEDULE

If you have a surgical procedure performed which is not shown in this Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown.

SURGICAL PROCEDURE	PROCEDURE CODE	SURGICAL BENEFIT
<b>ABDOMEN</b>		
Abdominal paracentesis	49080	\$100
Excision of intra-abdominal or retroperitoneal tumor	49200	\$420
Staging celiotomy (Hodgkin's or Lymphoma)	49220	\$660
<b>BLADDER</b>		
Cystotomy for excision of bladder tumor	51530	\$328
Cystectomy, complete; with bilateral pelvic lymphadenectomy	51575	\$1,125
Cystectomy, complete; with ureteroileal conduit or sigmoid bladder, including bowel anastomosis	51590	\$1,575
With bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	51595	\$2,000
Pelvic exenteration, complete, for vesical, prostatic or urethral malignancy, with removal of bladder and ureteral transplantation	51597	\$1,680
Cystourethroscopy with biopsy	52204	\$100
Cystourethroscopy, with fulguration and/or resection of medium tumor(s) (2.0 - 5.0 cm)	52235	\$263
<b>BONE</b>		
Biopsy, bone, trocar or needle; superficial	20220	\$135
Radical resection of sternum for tumor with mediastinal lymphadenectomy	21632	\$1,918
<b>BRAIN</b>		
Craniectomy for tumor of skull	61500	\$592
Excision brain tumor, supratentorial	61510	\$767
Excision brain tumor, infratentorial or posterior fossa	61518	\$854
Cerebellopontine angle tumor	61520	\$1,096
Midline tumor at base of skull	61521	\$1,645
Excision of craniopharyngioma	61545	\$2,000
Hypophysectomy, intracranial approach	61546	\$815
<b>BREAST</b>		
Biopsy of breast, incisional (separate procedure)	19101	\$100
Excision of malignant tumor	19120	\$150
Mastectomy, partial	19160	\$180
Mastectomy, simple, complete	19180	\$312
Mastectomy, radical including pectoral muscles, axillary and internal mammary lymph nodes	19220	\$780
Mastectomy, modified radical, including axillary lymph nodes and pectoralis minor muscle, but excluding pectoralis major muscle	19240	\$570
Excision of chest wall tumor involving ribs, with plastic reconstruction; with mediastinal lymphadenectomy	19272	\$1,438
<b>CHEST</b>		
Bronchoscopy with biopsy	31625	\$174
Thoracentesis for biopsy	32000	\$135
Biopsy, lung or mediastinum, percutaneous needle	32405	\$135
Pneumonectomy, total	32440	\$1,027
Lobectomy, total or segmental	32480	\$810
Excision of mediastinal tumor	39220	\$546

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>EAR</b>		
Excision, external ear, partial	69110	\$180
Radical excision, external auditory canal lesion with neck dissection	69155	\$705
Excision aural glomus tumor; transcanal	69550	\$618
Transmastoid	69551	\$1,058
Extended (extratemporal)	69554	\$1,975
<b>ESOPHAGUS</b>		
Excision local lesion with primary repair; cervical approach	43100	\$450
Thoracic approach	43101	\$660
Wide excision of malignant lesion of cervical esophagus	43105	\$720
With radical neck dissection	43106	\$1,096
Esophagectomy (at upper two-thirds level) and gastric anastomosis with vagotomy	43110	\$840
Esophagogastrectomy (lower third) and vagotomy, combined thoracicoabdominal	43120	\$1,041
<b>EYE</b>		
Enucleation of eye	65101	\$375
Exenteration of orbit	65110	\$600
Orbitotomy with removal of lesion	67412	\$600
<b>HEART</b>		
Pericardiectomy	33100	\$800
Excision intracardiac tumor, resection with bypass	33120	\$2,000
<b>INTESTINES</b>		
Colectomy, partial; with anastomosis	44140	\$555
With coloproctostomy	44145	\$639
Colectomy, total, abdominal with ileostomy or ileoproctostomy	44150	\$750
With rectal mucosectomy, ileoanal anastomosis	44153	\$2,000
With proctectomy	44155	\$1,027
Small intestine, enteroscopy beyond second portion of duodenum, with biopsy	44361	\$156
Proctectomy, complete, combined abdominoperineal	45110	\$840
Proctosigmoidoscopy with biopsy	45305	\$135
Colonoscopy, fiberoptic, beyond splenic flexure; with biopsy	45380	\$225
<b>KIDNEY</b>		
Renal biopsy		
Percutaneous, by trocar or needle	50200	\$135
By surgical exposure of kidney	50205	\$240
Nephrectomy, radical, with regional lymphadenectomy	50230	\$1,113
Partial	50240	\$720
<b>LIVER</b>		
Needle biopsy, percutaneous	47000	\$135
Wedge biopsy (independent procedure)	47100	\$300
Hepatectomy, partial lobectomy	47120	\$870
<b>LYMPHATIC SYSTEM</b>		
Biopsy or excision of cervical lymph node; deep	38510	\$135
Cervical lymphadenectomy (complete)	38720	\$630

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>MOUTH</b>		
Excision of lip; transverse wedge excision with primary closure	40510	\$225
Hemiglossectomy	41130	\$330
Glossectomy		
Partial, with unilateral radical neck dissection	41135	\$660
Total, with unilateral radical neck dissection	41145	\$840
With resection, floor of mouth, mandibular resection and radical neck dissection (commando type)	41155	\$1,027
Resection, palate	42120	\$660
<b>OVARY</b>		
Wedge resection or bisection	58920	\$330
<b>PANCREAS</b>		
Excisional biopsy (independent procedure)	48100	\$450
Pancreatectomy with pancreaticoduodenectomy and pancreaticojejunostomy	48150	\$1,438
<b>PAROTID</b>		
Excision parotid tumor, lateral lobe, without nerve dissection	42410	\$186
Total, with unilateral radical neck dissection	42426	\$840
<b>PELVIS</b>		
Radical resection for tumor	27075	\$500
Innominate bone (total)	27077	\$2,000
<b>PENIS</b>		
Amputation, partial	54120	\$300
Complete	54125	\$600
Radical with bilateral inguinofemoral lymphadenectomy	54130	\$840
<b>PROSTATE</b>		
Biopsy, needle or punch, single or multiple, any approach	55700	\$135
Transurethral resection of prostate	52601	\$600
Prostatectomy, retropubic radical; with bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	55845	\$1,438
<b>SINUS</b>		
Maxillectomy with orbital exenteration	31230	\$840
<b>SKIN</b>		
Excision of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	11602	\$100
On scalp, neck, hands, feet or genitalia	11622	\$100
On face, ears, eyelids, nose or lips	11642	\$125
Destruction of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	17262	\$100
On scalp, neck, hands, feet or genitalia	17272	\$100
On face, ears, eyelids, nose or lips	17282	\$100
<b>SPINE</b>		
Resection tumor, radical, soft tissue of flank or back	21935	\$328
Partial resection of vertebral component for cervical tumor	22105	\$263
Biopsy of spinal cord, percutaneous needle	62269	\$368
Laminectomy for biopsy/excision of intraspinal neoplasm;		
Extradural, cervical	63275	\$1,400
Intradural, intramedullary, thoracic	63286	\$2,000

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>STOMACH</b>		
Gastric biopsy by laparotomy	43605	\$405
Local excision of tumor	43610	\$450
Total gastrectomy including intestinal anastomosis	43620	\$840
Hemigastrectomy with vagotomy	43635	\$690
<b>TESTIS</b>		
Biopsy, incisional (independent procedure)	54505	\$135
Orchiectomy, radical, for tumor, inguinal approach	54530	\$285
With abdominal exploration	54535	\$375
<b>THROAT</b>		
Laryngectomy, total, without radical neck dissection	31360	\$750
With radical neck dissection	31365	\$1,479
Pharyngolaryngectomy with radical neck dissection	31390	\$1,062
Laryngoscopy, direct, operative, with biopsy	31535	\$180
<b>THYROID</b>		
Thyroidectomy for malignancy	60252	\$780
With radical neck dissection	60254	\$870
<b>UTERUS</b>		
Colposcopy with biopsy	57454	\$100
Dilation and curettage with biopsy	58120	\$100
Radical abdominal hysterectomy, with bilateral total pelvic and limited para-aortic lymphadenectomy	58210	\$1,438
<b>URINARY</b>		
Ureterectomy, with bladder cuff (independent procedure)	50650	\$600
Total, ectopic ureter; combination abdominal, vaginal and/or perineal approach	50660	\$840
Ureteral endoscopy with biopsy	50974	\$135
<b>VULVA</b>		
Vulvectomy, complete	56625	\$465
Radical	56630	\$660
With inguinofemoral, iliac, and pelvic lymphadenectomy	56640	\$1,130

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary







**Equitable Life & Casualty Insurance Company**  
 3 Triad Center, Salt Lake City, Utah 84180-1200  
**Supplemental Application - Cancer Insurance**

**Part I – Dependent Child Information**

Dependent Child (1 ) Last Name <input type="text"/>		Given Name (First / Middle) <input type="text"/>	
Date of Birth <input type="text"/> - <input type="text"/> - <input type="text"/>	Age <input type="text"/>	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
Dependent Child (2) Last Name <input type="text"/>		Given Name (First / Middle) <input type="text"/>	
Date of Birth <input type="text"/> - <input type="text"/> - <input type="text"/>	Age <input type="text"/>	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
Dependent Child (3) Last Name <input type="text"/>		Given Name (First / Middle) <input type="text"/>	
Date of Birth <input type="text"/> - <input type="text"/> - <input type="text"/>	Age <input type="text"/>	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	

*(Use additional sheets if needed)*

**Part II – Initial Medical Questions**

***Please answer yes or no and circle the applicable condition to the left.***

	Child (1)		Child (2)		Child (3)	
	Yes	No	Yes	No	Yes	No
In the past 10 years, has any person to be insured had, been diagnosed as having, been advised to seek treatment for, received medication or, or been treated by a medical practitioner for:						
1. Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS or AIDS related condition (ARC)?	<input type="checkbox"/>					
2. Leukemia, Hodgkins disease, malignant melanoma, sarcoma, lymphoma, or any internal cancer, or had radiation or chemotherapy for any of these conditions?	<input type="checkbox"/>					
In the past 24 months, has any person to be insured experienced any symptoms that would have caused a person to seek medical advice from a medical practitioner, or to have or schedule a diagnostic test for any of the conditions listed above?	<input type="checkbox"/>					

**Supplemental Application - Cancer Insurance  
(continued)**

**Part III – Supplemental Application Agreement & Acknowledgement**

I HAVE READ AND FULLY UNDERSTAND the questions and my answers on this Application. To the best of my knowledge and belief they are true and complete. I understand and agree the policy applied for will not take effect until issued by the Company, and that the agent is not authorized to extend, waive or change any terms, conditions or provisions of the policy.

**Caution:** If your answers on this applications are incorrect or untrue, the Company has the right to deny benefits or rescind your policy. Review your policy carefully.

Signed at (City and State): \_\_\_\_\_ Date:   -   -

Dependent Child 1 Signature (if age 16 or over): \_\_\_\_\_

Dependent Child 2 Signature (if age 16 or over): \_\_\_\_\_

Dependent Child 3 Signature (if age 16 or over): \_\_\_\_\_

Parent's Signature (if dependent is under age 16): \_\_\_\_\_

Witnessed by Agent: \_\_\_\_\_

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary

**Equitable Life & Casualty**  
**3 Triad Center**  
**Salt Lake City, Utah 84180-1200**  
**1-800-352-5150**

**OUTLINE OF COVERAGE**  
**SPECIFIED DISEASE COVERAGE**  
**CANCER POLICY**  
**Policy Form 571**

This IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from the company.

**(1) THIS POLICY PROVIDES LIMITED BENEFITS.** This is a supplement to health insurance. Benefits provided are supplemental and are not intended to cover all medical expenses. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

**(2) 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!**

**(3) SPECIFIED DISEASE COVERAGE – CANCER ONLY:** Policies of this category are designed to provide coverage for specific losses resulting from cancer. Coverage is provided by the benefits outlined in Section 4, below; the benefits described in Section 4 may be limited by the limitations contained in Section 5.

**(4) BENEFITS PROVIDED UNDER THE POLICY:**

**FIRST OCCURRENCE BENEFIT:** We will pay **\$1000** when a covered person is diagnosed for the first time as having any internal cancer, even when cancer is not diagnosed until after death. This benefit is payable only once for any covered

person. This benefit is NOT payable if you have been diagnosed or treated for internal cancer before your effective date of coverage or prior to satisfying the 30-day eligibility requirement. We will not pay this benefit for skin cancer.

**HOSPITAL CONFINEMENT BENEFIT** (including U.S. Government Hospital): We will pay **\$100** for each of the first 90 days you are confined as an inpatient to a hospital due to cancer. Beginning with the 91st consecutive day, the daily benefit will be **\$250**. A “day” means a 24-hour period. This benefit will be calculated based on the number of days the hospital charges you for room and board. Separate confinements within 30 days of each other are considered the same period of confinement.

**Exception:** If you are confined to a U.S. Government Hospital, we will pay this benefit while you are so confined in lieu of all other benefits with the exception of the First Occurrence and Transportation Benefits.

**INPATIENT DRUGS BENEFIT:** We will pay actual charges up to **\$20** each day for drugs administered to you while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay actual charges up to **\$20** each day you use the services of an attending physician while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. An attending physician is a doctor, other than your surgeon, who performs cancer treatment services for you while you are confined and charges you for those services.

**SURGICAL PROCEDURE BENEFIT:** We will pay **\$100 to \$2,000** for your cancer surgery performed by a doctor based on the Surgical Schedule in your Policy, including surgical biopsies resulting in a pathological diagnosis of cancer. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat cancer.

If you have more than one surgical procedure performed at the same time through the same incision, we will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable. If you have a surgical procedure performed which is not in the Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the surgical procedures, we will pay no less than the smallest or more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three years of a mastectomy for which we paid a Surgical Procedure Benefit. We will pay actual charges up to the Surgical Procedure Benefit we paid for the mastectomy.

**ANESTHESIA BENEFIT:** We will pay the actual charge incurred up to **25%** of the amount allowed per person as outlined in the Surgical Schedule.

If you have more than one cancer surgical procedure performed at the same time, we will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a cancer surgical procedure that is not listed in the Surgical Schedule, we will pay a benefit amount equal to **25%** of the amount we pay for such surgery. We will pay no less than **25%** of the smallest and no more than **25%** of the largest amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay actual charges up to **\$100** for a second surgical opinion if surgery is recom-

mended due to the positive diagnosis of cancer and you choose to obtain a second physician's opinion. If the second opinion fails to confirm the need for the recommended surgery, we will pay for a third physician's opinion. Second or third opinions must be rendered before surgery is performed. The physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the physician rendering the initial opinion. This benefit is not payable for second or third opinions related to skin cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay **\$40** for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for definitive cancer treatment. We will pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION/CHEMOTHERAPY BENEFIT:** We will pay actual charges up to **\$100** 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 actual charges up to **\$100** per filled prescription with a monthly maximum of **\$500**.

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 and will only be paid through the appropriate surgery benefit. 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.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay actual charges up to **\$50** each calendar month for anti-nausea drugs prescribed by a doctor while receiving radiation or chemotherapy for the treatment of cancer.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay actual charges up to **\$1,000** for each surgically implanted breast prostheses. Non-surgically implanted breast prostheses are limited to the actual charges up to **\$250** lifetime maximum for each covered person. All prostheses must be prescribed by a doctor and obtained within three years of the date of the cancer surgery or treatment for which we paid a benefit under the Policy.

**AMBULANCE BENEFIT:** We will pay actual charges up to **\$50** for each confinement to a hospital due to cancer. Any air ambulance service must be necessary to protect your health and safety when other reasonable and customary travel methods are not available.

Separate confinements within 30 days of each other are considered the same period of confinement.

**TRANSPORTATION BENEFIT:** We will pay actual charges up to **\$250** for each confinement for one-way trip for your coach class plane, train or bus fare for travel within the U.S. more than 100 miles one-way from your residence to receive definitive cancer treatments prescribed by your local physician that are not available within 100 miles one-way from your residence, or for consultation at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute. This benefit pays for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay **\$50** each day you receive inpatient Hospice care due to cancer. You must be diagnosed as terminally ill, no longer be receiving definitive cancer treatment, and be expected to live six months or less.

We will not pay this benefit for any day you are confined to a Hospital or a skilled nursing/extended care facility. This benefit is in lieu of all other benefits of the policy.

### (5) LIMITATIONS AND EXCLUSIONS

Subject to the 30-day eligibility period, your Policy provides benefits only for loss due to cancer and definitive cancer treatment.

Benefits are not payable for:

- Any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring before or during the 30-day eligibility period;
- Losses occurring while the Policy is not in force; or,
- If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only pay benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Cancer must be pathologically diagnosed; however, we will accept a clinical diagnosis when a pathological diagnosis is detrimental to your health.

Hospitalization for cancer must begin at least 30 days after your effective date of coverage. If cancer is first diagnosed while you are hospitalized, you will be eligible for benefits retroactively to the date you were admitted to the hospital, but not for more than 30 days prior to the date of diagnosis. If skin cancer is diagnosed while you are hospitalized, 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 hospitalization ending in your death, but not for more than 30 days prior to the date of your death. A "hospital" is not a bed, unit or a facility that functions as: a skilled nursing facility; a nursing home; an extended care facility; a convalescent home; a rest home or a home for the aged; a sanatorium;

a rehabilitation center; a place primarily providing care for alcoholics or drug addicts; or a facility for the care and treatment of mental diseases or mental disorders.

### **(6) 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, and not during the eligibility period or during a lapse in coverage.
3. determine if any Policy exclusions exist for the claim.

**(7) RENEWABILITY OF THIS POLICY:** The Policy is continuously renewed during the Insured's lifetime by the payment of premiums when due.

**(8) PREMIUM:** Your initial premium depends on the optional benefits you selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

### **(9) OPTIONAL RIDERS AVAILABLE:**

#### **RETURN OF PREMIUM BENEFIT:**

The company will return a percentage of premiums paid under the following circumstances:

1. If the policy lapses, for any reason, after the end of the 15th policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
2. If the insured dies after the 5th policy anniversary and before the 15th policy anniversary, 50% of the premiums, minus any claims paid, will be returned.

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

PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.



3 Triad Center  
Salt Lake City, Utah 84180-1200

**IMPORTANT NOTICE TO PERSONS ON MEDICARE  
THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

**Some health care services paid for by Medicare may also trigger the payment of benefits from this policy. Medicare generally pays for most or all of these expenses.**

This insurance provides limited benefits, if you meet the policy conditions, for hospital or medical expenses only when you are treated for one of the specific diseases or health conditions listed in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

**Medicare generally pays for most or all of these expenses.**

**Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:**

- hospitalization
- physician services
- hospice
- outpatient prescription drugs if you are enrolled in Medicare Part D
- other approved items and services

**This policy must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.**

Before you Buy This Insurance

- ✓ Check the coverage in **all** health insurance policies you already have.
- ✓ For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.
- ✓ For help in understanding you health insurance, contact you state insurance department or state health insurance assistance program (SHIP).

**EQUITABLE LIFE & CASUALTY  
INSURANCE COMPANY  
3 Triad Center  
Salt Lake City, UT 84180-1200**

**SAVE THIS NOTICE! IT MAY BE IMPORTANT  
TO YOU IN THE FUTURE!**

**NOTICE TO APPLICANT REGARDING REPLACEMENT  
OF ACCIDENT AND SICKNESS INSURANCE**

According to your application, you intend to lapse or otherwise terminate existing accident and sickness insurance and replace it with a policy to be issued by Equitable Life & Casualty Insurance Company. For your own information and protection, you should be aware of and seriously consider certain factors that may affect the insurance protection available to you under the new policy.

- (1) Health conditions which you may presently have, (pre-existing conditions) may not be immediately or fully covered under the new policy. This could result in denial or delay of a claim for benefits present under the new policy, whereas a similar claim might have been payable under your present policy.
- (2) You may wish to secure the advice of your present insurer or its agents regarding the proposed replacement of your present policy. This is not only your right, but it is also in your best interests to make sure you understand all the relevant factors involved in replacing your present coverage.
- (3) If, after due consideration, you still wish to terminate your present policy and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical/health history. Failure to include all material medical information on an application may provide a basis for the company to deny any future claims and to refund your premium as though your policy had never been in force. After the application has been completed and before you sign it, reread it carefully to be certain that all information has been properly recorded.

The above "Notice to Applicant" was delivered to me on:

\_\_\_\_\_

Date

\_\_\_\_\_

Agent Name (Print)

\_\_\_\_\_

Applicant's Signature

\_\_\_\_\_

Agent Signature

**EQUITABLE LIFE & CASUALTY  
INSURANCE COMPANY  
3 Triad Center  
Salt Lake City, UT 84180-1200**

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- (1) Health conditions which you may presently have, (pre-existing conditions) may not be immediately or fully covered under the new policy. This could result in denial or delay of a claim for benefits present under the new policy, whereas a similar claim might have been payable under your present policy.
- (2) You may wish to secure the advice of your present insurer or its agents regarding the proposed replacement of your present policy. This is not only your right, but it is also in your best interests to make sure you understand all the relevant factors involved in replacing your present coverage.
- (3) If, after due consideration, you still wish to terminate your present policy and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical/health history. Failure to include all material medical information on an application may provide a basis for the company to deny any future claims and to refund your premium as though your policy had never been in force. After the application has been completed and before you sign it, reread it carefully to be certain that all information has been properly recorded.

The above "Notice to Applicant" was delivered to me on:

\_\_\_\_\_

Date

\_\_\_\_\_

Agent Name (Print)

\_\_\_\_\_

Applicant's Signature

\_\_\_\_\_

Agent Signature

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.002A Dread Disease - Cancer Only  
Limited Benefit  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice **Review Status:** Approved-Closed 05/23/2008  
**Comments:**  
**Attachment:**  
 Flesch Certification.pdf

**Satisfied -Name:** Application **Review Status:** Approved-Closed 05/23/2008  
**Comments:**  
 New application attached to Form Schedule Tab

**Satisfied -Name:** Outline of Coverage **Review Status:** Approved-Closed 05/23/2008  
**Comments:**  
 Outline of Coverage is attached to the Form Schedule.

**Satisfied -Name:** Redlined Policy Form 571 AR **Review Status:** Approved-Closed 05/23/2008  
**Comments:**  
**Attachment:**  
 571\_ar redlined.pdf

**Satisfied -Name:** Redlined Outline of Coverage Form OLC-571 AR **Review Status:** Approved-Closed 05/23/2008  
**Comments:**  
**Attachment:**  
 OLC-571-R\_ar redlined.pdf

**Satisfied -Name:** 4-3-09 Redlined Policy **Review Status:** Approved-Closed 04/09/2009



SERFF Tracking Number: ELCC-125439308 State: Arkansas  
Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
Company Tracking Number: 571 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: CancerCare Plus  
Project Name/Number: 571 AR/571 AR

**Satisfied -Name:** 4-3-09 Redlined Outline of Coverage  
**Review Status:** Approved-Closed 04/09/2009

**Comments:**

**Attachment:**

OLC-571\_ar redlined.pdf

**Satisfied -Name:** 4-9-09 Redlined Policy and Outline of Coverage  
**Review Status:** Approved-Closed 04/09/2009

**Comments:**

**Attachments:**

571\_ar redlined.pdf

OLC-571\_ar redlined.pdf



3 Triad Center, Suite 200  
Salt Lake City, Utah 84110-2460

## CERTIFICATION

RE: CancerCare Plus, Cancer Insurance Policy, Form 571 AR

This is to certify that the attached Ultimate Medicare Supplement Policy Plan A has achieved a Flesch Reading Ease Score of 42.6 and complies with the requirements of Arkansas Stat. Ann. 66-3251 through 6-3258 cited as the Life and Disability Insurance Policy Language Simplification Act.

Dated this March 31, 2008

EQUITABLE LIFE & CASUALTY INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Kendall R. Surfass". The signature is fluid and cursive, with a long horizontal stroke at the end.

By

Kendall R. Surfass

Vice President, Secretary and General Counsel

3 Triad Center, Salt Lake City, Utah 84180-1200  
1-800-352-5150

## CANCER INSURANCE POLICY

**THIS IS A LIMITED BENEFIT POLICY – PLEASE READ CAREFULLY. THIS IS A SPECIFIED DISEASE POLICY LIMITED TO CANCER COVERAGE ONLY. NO BENEFITS ARE PAYABLE FOR LOSS FROM ANY OTHER CAUSE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If a Covered Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” that You received from Us.

This Policy is a legal contract between You, named as the Insured in the Policy Schedule, and Us. We promise to pay the benefits provided in this Policy for covered losses that are incurred by You and any dependents (if covered) while this Policy is in force. All benefits are subject to the definitions, limitations, exclusions and all other provisions of this Policy. All benefits are also subject to the provisions of any endorsement which may be attached.

**ELIGIBILITY PERIOD:** This Policy contains a 30-day eligibility requirement. If a Covered Person is diagnosed with or treated for internal Cancer during the first 30 days of coverage under this Policy, benefits will only be provided for Loss commencing 12 months after the Covered Person’s Effective Date of coverage. If a Covered Person is diagnosed with Cancer during the first 30 days of coverage, You may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**CONSIDERATION:** In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. **Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see General Provisions). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life and Casualty, # 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free at 1-800-352-5150.**

**THIRTY-DAY RIGHT TO EXAMINE THIS POLICY:** If for any reason You are not satisfied with this Policy, return it to Us or to the agent who sold it to You within 30 days after you receive it. We will refund all premiums paid and consider the policy never to have been issued.

**POLICY RENEWAL CONDITIONS – YOUR POLICY IS GUARANTEED RENEWABLE:** This means you have the right to continue your policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that in the future we may increase premiums. Your premiums are guaranteed for your first year of coverage. Thereafter, we may change the renewal premium for your policy, but only if we change them for all policies like yours in your state on a premium class basis. A premium class is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. You will be notified at least 31 days before any premium change. Your premium will not increase due to a change in your individual age or your specific health.

**EFFECTIVE DATE:** Coverage under this Policy begins at 12:01 a.m. Standard Time at Your residence on the Effective Date shown in the Policy Schedule. It ends, subject to the Grace Period, at 12:01 a.m. on the date any renewal premium is due and not paid.

IN WITNESS WHEREOF, We have caused the Policy to be signed by Our President and Secretary.



President



Secretary

**CAUTION – READ CAREFULLY! No benefits will be provided during the first 12 months of the policy for Cancer diagnosed before the 30th day after the Effective Date shown in the policy schedule.**

## POLICY SCHEDULE

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
{Insured Children	see attached application)	Effective Date:	12/1/07
{Insured Children	see attached application)	First Renewal Date:	12/1/08
{Alternate Payor:	Bob Smith}	Policy Anniversary:	December 1

## RENEWAL PREMIUMS\*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
{Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX}
<b>TOTAL:</b>	<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	<b>\$XXX.XX</b>	<b>\$XXX.XX</b>

## Benefit Schedule

This is a summary of benefits for each Covered Person. Please read your entire Policy for further explanations and limitations.

First Occurrence Benefit Each Covered Person .....	\$1,000
Hospital Confinement	
Days 1-90 .....	\$100/day
Days 91+ .....	\$250/day
Inpatient Drugs .....	up to \$20/day
Attending Physician .....	Actual Charges up to \$20/day
Inpatient Private Nurse .....	Actual Charges up to \$50/day
Surgical Procedure .....	See attached Surgical Schedule
Reconstructive Breast Surgery .....	Actual charges up to amount paid for mastectomy
Anesthesia Benefit .....	25% of Surgery Payment
Second and Third Surgical Opinion .....	Actual charges up to \$100/opinion
Blood and Plasma .....	\$40/unit
Radiation/Chemotherapy	
Radiation therapy .....	Actual Charges up to \$100/day - No monthly maximum
Chemotherapy injected by medical personnel .....	Actual Charges up to \$100/day - No monthly maximum
Other Chemotherapy	
Self-injected medications; medications dispensed by pump or implant; oral chemotherapy	
.....	Actual charges up to \$100/filled RX
.....	Combined monthly maximum: \$500
Anti-Nausea Medication .....	Actual charges up to \$50/Calendar Month
Breast Prosthesis	
Surgical .....	Actual charges up to \$1,000/prosthesis
Non-Surgical.....	Actual Charges up to \$250 <b>lifetime maximum</b> per Covered Person
Ambulance .....	Actual Charges up to \$50 per confinement
Transportation .....	Actual Charges up to \$250 (coach class plane, train or bus)
Hospice .....	\$50/day inpatient in lieu of all other benefits

## POLICY INDEX

Policy Schedule	Page 2
Benefit Schedule	Page 2
Definitions	Page 3
Eligibility for Benefits	Page 5
Benefits	Page 6
Limitations and Exclusions	Page 9
Claim Provisions	Page 9
General Provisions	Page 10
Surgical Schedule	Page 12
Riders, Endorsements, Amendments, if any	Attached
Application	Attached

## DEFINITIONS

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

The person named as the “Insured” on the Policy Schedule of this Policy is the Policyowner. In this Policy, We, Our, or Us refers to Equitable Life & Casualty Insurance Company.

### **YOU, YOUR, YOURSELF, COVERED PERSON:**

- if this is Individual coverage, only the Insured;
- if this is Single Parent coverage, the Insured and the Insured’s children; and,
- if this is Family coverage, the Insured and the Insured’s spouse and children.

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, minor foster children from the moment of placement in the residence, or a child placed with the Insured for adoption from the moment of placement in the residence, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- younger than 21, or younger than 26 (the Limiting Age) if they are a full-time student in a licensed or accredited school.

The definition of “full-time student” is based on the criteria for “full-time student” in the school where the student is enrolled. 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. Thereafter, such proof must be provided at Our request, but not more frequently than annually.

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.

**ACTUAL CHARGES:** The billed amount for covered Losses.

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

**CALENDAR YEAR:** The period beginning January 1st and ending December 31st.

**CANCER:** 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 does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions. Clinical diagnosis of Cancer shall be accepted as evidence that Cancer exists in an Insured when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Cancer and the Insured received definitive treatment for Cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the Hospital for not less than 45 days before the date of death.

**DEFINITIVE CANCER TREATMENT:** 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 investigatively 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.

**DOCTOR/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.

**HOSPICE:** An organization which:

- is licensed by a government agency;
- provides palliative and supportive care to terminally ill persons and their families;
- provides this care on a short-term inpatient basis;
- is directed by a Physician and supervised by a registered Nurse; and,
- is classified as a Hospice by the National Hospice Organization.

A Hospice is not a/an:

- Hospital;
- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home or a home for the aged;
- sanatorium;
- rehabilitation center;
- place for the treatment of substance abuse; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as an acute-care Hospital;
- provides care of injured and sick people;
- is supervised by a Doctor;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate Nurse (RN);
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities; and,
- maintains permanent medical history records.

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.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents related to You by blood or marriage.

**LOSS:** Means a Specified Event for which We pay benefits under this Policy.

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

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

- licensed practical nurse (L.P.N.);
- licensed vocational nurse (L.V.N.); or
- registered graduate nurse (R.N.)

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

**PATHOLOGIST:** A Doctor, 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.

**PERIOD OF CONFINEMENT:** A period which begins at least 60 days after Your Effective Date of coverage, beginning on the first day of confinement and ending on the last day of confinement as an inpatient in a Hospital or Skilled Nursing/Extended Care Facility. 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 confinement as a new confinement.

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

**SKIN CANCER:** Basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

**SPECIFIED EVENT:** An event, such as a day of Hospital Confinement due to Cancer, that occurs while this Policy is in force and while all eligibility requirements are met.

**U.S. GOVERNMENT HOSPITAL:** A Hospital which:

- is operated by or for the United States Government; and,
- does not charge for its room, board and medical services.

## ELIGIBILITY FOR BENEFITS

**DIAGNOSIS:** 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 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. A pathological diagnosis of Cancer can be made before or after death.

**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 detrimental to Your health, when there is medical evidence to support the diagnosis, and when a Doctor 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. In the case of lung Cancer, We accept a cytology report in lieu of a pathology report.

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

- You have not been diagnosed with or treated for any Cancer during the first 60 days after the Effective Date of this policy;
- Cancer is first diagnosed while You are covered by this Policy;
- You incur a Loss due to Cancer while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

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.

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 45 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.

## BENEFITS

**OUR PROMISE TO PAY:** Subject to the terms, limitations and exclusions of this Policy, We will pay the following benefits for Loss due to Cancer or Definitive Cancer Treatment. Benefit amounts and some limitations are shown in the Benefit Schedule and the Surgical Schedule.

**FIRST OCCURRENCE BENEFIT:** We will pay the amount shown in the Benefit Schedule when You are diagnosed for the first time as having any internal Cancer. We will pay this benefit even when Cancer is not diagnosed until after death. This benefit is not payable for Skin Cancer.

This benefit is never payable if You have been diagnosed with or treated for internal Cancer before Your Effective Date of coverage under this Policy or prior to satisfying the 30-day eligibility requirement.

We will pay this benefit only once for each Covered Person. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.

**HOSPITAL CONFINEMENT BENEFIT (including U.S. Government Hospital):** We will pay this benefit for each day You are confined as an inpatient in a Hospital due to Cancer. This benefit will be calculated based on the number of days the Hospital charges 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 90 days or less are paid at the amount shown on the Benefit Schedule. Beginning with the 91st consecutive day We will pay the increased amount shown in the Benefit Schedule. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**EXCEPTION:** When Cancer treatment is received in a U.S. Government Hospital, We will pay this benefit while You are confined in lieu of all other benefits with the exception of the First Occurrence Express Payment, and the Transportation benefit.

**INPATIENT DRUG BENEFIT:** We will pay this benefit for drugs administered to You while confined as an inpatient in a Hospital due to Cancer. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. We will pay the Actual Charges made by the Hospital up to the daily limit shown in the Benefit Schedule for each day You receive drugs while confined as an inpatient, up to the number of days for which You receive benefits under the Hospital Confinement Benefit.

This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**INPATIENT PRIVATE NURSE BENEFIT:** We will pay the amount shown on the Benefit Schedule if You use the full-time services of a private Nurse while confined as an inpatient in a Hospital for Definitive Cancer Treatment. "Full-time" means at least eight-hour attendance during any 24 hour period. These services must be required and authorized by a Doctor for the treatment of Cancer and must be performed by a professional Nurse. Private nursing services must be other than those regularly furnished by the Hospital. We will not pay this benefit if the private Nurse is You or a member of Your Immediate Family.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for each day You receive such services, up to the number of days for which benefits were received under the Hospital Confinement Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay the Actual Charge not to exceed \$20 per day for the professional services of a Physician or Oncologist rendered to an Insured Person while he or she is confined in a Hospital for the treatment of Cancer. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Insured Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**SURGICAL PROCEDURE BENEFIT:** We will pay this benefit for Cancer surgery performed by a Doctor. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat Cancer. We will pay the amount shown in the Surgical Schedule for the surgical procedure performed. We will pay the amount shown in the Surgical Schedule for surgical biopsies resulting in a pathological diagnosis of Cancer.

If You have more than one surgical procedure performed at the same time through the same incision, We will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable.

If You have a surgical procedure performed which is not shown in the Surgical Schedule, We will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the procedure, We will pay no less than the smallest and no more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three Years of a mastectomy for which We paid a Surgical Procedure Benefit. We will pay Actual Charges up to the Surgical Procedure Benefit We paid for the mastectomy. If reconstructive surgery is performed the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit.

**ANESTHESIA BENEFIT:** We will pay this benefit if You receive anesthesia during Cancer surgery for which a Surgical Procedure Benefit is payable.

We will pay the actual charges up to 25% of the amount shown in the Surgical Schedule for the surgical procedure performed during which anesthesia was administered. We will pay actual charges up to 25% of the amount shown in the Surgical Schedule for anesthesia administered during a surgical biopsy resulting in a pathological diagnosis of Cancer.

If You have more than one Cancer surgical procedure performed at the same time, We will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a Cancer surgical procedure that is not listed in the Surgical Schedule, We will pay an Anesthesia Benefit equal to 25% of the amount We pay for such surgery. We will pay no less than 25% of the smallest and no more than 25% of the largest Anesthesia Benefit amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay this benefit if surgery is recommended due to the positive diagnosis of Cancer and You choose to obtain the opinion of a second Physician. If the second opinion fails to confirm the need for the recommended surgery, We will pay for a third Physician's opinion. You are not required to obtain a second or third opinion in order to receive the surgical or other benefits under this Policy. Should you choose to obtain a second or third opinion, such opinions must be rendered before surgery is performed. The Physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the Physician rendering the initial opinion.

We will pay Actual Charges for such opinions up to the amount shown in the Benefit Schedule. This benefit is not payable for second or third opinions related to Skin Cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay the amount shown in the Benefit Schedule for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for Definitive Cancer Treatment whether Hospital Confined or as out-patient treatment. We do pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay the amounts listed on the Benefit Schedule, subject to monthly 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. The Surgical/Anesthesia Benefit provides additional amounts payable for insertion and removal.
- 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 monthly maximum of five times the daily amount shown on the Benefit Schedule.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment and will only be paid through the appropriate surgery benefit;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount shown on the Benefit Schedule;
- self-injected medications are limited to the per drug amount shown on the Benefit Schedule and are subject to the combined monthly maximum listed in the Benefit Schedule;
- medications dispensed by pump or implant are limited to the per drug amount shown on the Benefit Schedule for each of the initial prescriptions and each refill, subject to the combined monthly maximum 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 the per drug amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum 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 the National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay this benefit for Your anti-nausea medication prescribed by a Physician while receiving radiation or chemotherapy for treatment of Cancer. We will not pay this benefit for medication prescribed and administered while You are an inpatient in a Hospital. The monthly maximum amount payable for each Covered Person is shown in the Benefit Schedule.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay this benefit for surgically implanted and non-surgically implanted breast prostheses prescribed by a Physician due to Cancer surgery for which You received benefits under this Policy. Non-surgically implanted removable breast prostheses are subject to the lifetime maximum amount shown on the Benefit Schedule.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for surgically implanted prostheses. The amount listed is the maximum payable per prosthesis for each Covered Person. Prostheses must be obtained within three years after the date of the Cancer surgery for which We paid a benefit.

**AMBULANCE BENEFIT:** We will pay this benefit if a licensed surface or air ambulance service transports You to or from a Hospital including transportation from one hospital to another, where You are confined as an inpatient due to Cancer. Any air ambulance service must be necessary to protect Your health and safety when other reasonable and customary travel methods are not available.

We will pay Actual Charges up to the amount shown in the Benefit Schedule. This benefit is limited to one charge per Period of Confinement. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**TRANSPORTATION BENEFIT:** We will pay this benefit if You must travel within the U.S. (including Alaska, Hawaii and Puerto Rico) more than 100 miles one-way from Your residence to:

- receive Definitive Cancer Treatment prescribed by Your local Physician that is not available within 100 miles one-way from Your residence; or,
- seek consultation about Your Cancer at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for Your coach class plane, train or bus fare on a regularly scheduled route. We will not pay the cost to charter a plane, train or bus. This Benefit is payable for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay this benefit for each day You receive inpatient Hospice care due to Cancer. You must be diagnosed by a Physician as terminally ill, no longer be receiving Definitive Cancer Treatment, and be expected to live six months or less.

We will pay the amount shown in the Benefit Schedule for each day You are confined to a Hospice for treatment or services.

We will not pay this benefit for any day You are confined in a Hospital or a skilled nursing/extended care facility.

### LIMITATIONS AND EXCLUSIONS

**CANCER POLICY ONLY:** Subject to the 30-day eligibility period, this Policy provides benefits only for Loss due to Cancer and Definitive Cancer Treatment. Proof must be submitted to support each claim.

Benefits are not payable for:

- any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment;
- Losses occurring while this Policy is not in force; or,
- Losses occurring before or during the 30-day eligibility period. If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only provide benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Benefits paid for any one Covered Person shall not exceed the maximum benefits shown in the Benefit Schedule regardless of the number of Cancers.

### CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Home Office or to an authorized agent. The notice should include Your name, the Covered Person's name, and the Policy number.

**CLAIM FORMS:** When We receive Notice of Claim, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days after giving such notice, You can meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after the date of Loss. If it was not reasonably possible for You to give Us proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**PAYMENT OF BENEFITS:** All benefits will be paid to You or Your assignee. Any benefits unpaid at Your death may be paid to Your estate.

**TIMELY PAYMENT OF BENEFITS:** Benefits payable under this Policy will be paid as soon as We receive proper written Proof of Loss.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We may also require an autopsy where allowed by law. Either will be done at Our expense.

**CLAIM REVIEW:** If You believe that Our claim decision is in error, You may appeal Our decision and We will reconsider Your claim. Send Us a written request (no special form is required) explaining why, under the provisions of Your Policy, We should change Our decision. Your written request must be submitted within sixty (60) days of Your receipt of the Explanation of Benefits (EOB) of Your claim. You may authorize someone else to act for You in this process.

Your written request should include Your name, the Covered Person's name, the policy number, the names, addresses and phone numbers of any persons or organizations You believe We should contact to learn more about the claim under reconsideration, and any supporting documentation or records.

Once We have completed Our review, We will notify You in writing of Our decision. This notification will be sent to You no later than thirty (30) days after receipt of Your written request for appeal. We will pay any benefits that may then be due as a result of Our reconsideration. Should We require longer than thirty (30) days to make Our decision, We will notify You of the reasons for this delay. In any event, the delay will be no longer than an additional forty-five (45) days. Our final decision on Your appeal does not prevent You from taking further legal action.

## GENERAL PROVISIONS

**ENTIRE CONTRACT; CHANGES:** This Policy, with endorsements and any attached papers, is the entire contract between You and Us. No change in this Policy will be effective until it is approved by one of Our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**CONTROL OF POLICY:** In the event of Your death, Your Spouse, if covered, shall have the right to continue this Policy for all Covered Persons. A written request for continuation and the appropriate Premium, if applicable, must be sent to Us within 60 days of the Insured's death.

**TIME LIMIT ON CERTAIN DEFENSES:** No statements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred after 2 years from the Effective Date of this Policy. A copy of Your application is attached.

**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 or insured certain members of Your family under this Policy, Our only responsibility will be to refund any excess Premium paid.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such laws.

**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 Home Office.

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 fail to pay Your Premium by the end of the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** This policy has a 31-day Grace Period. This means if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period this policy will stay in force.

**CONSERVATION PERIOD:** You have an additional 15 days beyond the Grace Period to pay your premium. During this 15 day extension, this policy is not in force unless your premium is paid within this period. This policy will then be renewed with no lapse in coverage.

**ALTERNATE PAYOR:** An Alternate Payor is a person selected by You to receive a reminder of the renewal premium due if You have not paid it during the Grace Period. Your Alternate Payor is shown on the Policy Schedule.

**REINSTATEMENT:** If the renewal premium is not paid before the Grace Period ends or within the Conservation Period, this Policy will lapse. Later acceptance of premium by Us (or by an agent authorized to accept payment) without requiring an application for Reinstatement will Reinstatement this Policy. If We or Our agent require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be Reinstated as of the approval date. Lacking such approval this Policy will be Reinstated on the 45th day (30th day in New Mexico) after the date of the conditional receipt unless We have previously notified You, in writing, of Our disapproval.

The Reinstated Policy will provide benefits only for Loss resulting from Cancer positively diagnosed 10 days or more after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same after You have satisfied any provisions noted on or attached to the Reinstated Policy. Any premium accepted with a Reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of Reinstatement.

**REFUND OF UNEARNED PREMIUM:** We will refund that part of any premium paid which covers a period beyond the end of the Policy month of Your death.

**OTHER INSURANCE WITH US:** Your insurance under a like policy or policies with Us is limited to one such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all such other policies.

**LEGAL ACTION:** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after 3 years (5 years in Mississippi) after the time written Proof of Loss is required to be given.

### DEPENDENT COVERAGE

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

Newborn children are insured from the moment of live birth. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newborn child is covered from the moment of birth for 31 days. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 days after the child's birth and paying any required additional Premium.

A child placed for adoption after the Effective Date of this Policy will be covered from the moment of placement. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newly adopted 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 shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child. 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.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, or if coverage of a spouse terminates due to divorce or annulment, or if coverage of a child terminates due to the child becoming married or reaching the Limiting Age, such Covered Person may convert to a separate Policy without 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;
- any conditions excluded in this Policy are excluded in the converted Policy;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy;
- the effective date of the converted coverage will be the date coverage terminates under this Policy; and,
- a Covered Person who had internal Cancer diagnosed under this Policy will not be eligible for the First Occurrence Benefit in the converted Policy; and
- any Return of Premium Benefits will not be provided under the converted Policy, if such benefits were paid under this Policy.

Another 30-day eligibility 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. 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.

## SURGICAL SCHEDULE

If you have a surgical procedure performed which is not shown in this Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown.

SURGICAL PROCEDURE	PROCEDURE CODE	SURGICAL BENEFIT
<b>ABDOMEN</b>		
Abdominal paracentesis	49080	\$100
Excision of intra-abdominal or retroperitoneal tumor	49200	\$420
Staging celiotomy (Hodgkin's or Lymphoma)	49220	\$660
<b>BLADDER</b>		
Cystotomy for excision of bladder tumor	51530	\$328
Cystectomy, complete; with bilateral pelvic lymphadenectomy	51575	\$1,125
Cystectomy, complete; with ureteroileal conduit or sigmoid bladder, including bowel anastomosis	51590	\$1,575
With bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	51595	\$2,000
Pelvic exenteration, complete, for vesical, prostatic or urethral malignancy, with removal of bladder and ureteral transplantation	51597	\$1,680
Cystourethroscopy with biopsy	52204	\$100
Cystourethroscopy, with fulguration and/or resection of medium tumor(s) (2.0 - 5.0 cm)	52235	\$263
<b>BONE</b>		
Biopsy, bone, trocar or needle; superficial	20220	\$135
Radical resection of sternum for tumor with mediastinal lymphadenectomy	21632	\$1,918
<b>BRAIN</b>		
Craniectomy for tumor of skull	61500	\$592
Excision brain tumor, supratentorial	61510	\$767
Excision brain tumor, infratentorial or posterior fossa	61518	\$854
Cerebellopontine angle tumor	61520	\$1,096
Midline tumor at base of skull	61521	\$1,645
Excision of craniopharyngioma	61545	\$2,000
Hypophysectomy, intracranial approach	61546	\$815
<b>BREAST</b>		
Biopsy of breast, incisional (separate procedure)	19101	\$100
Excision of malignant tumor	19120	\$150
Mastectomy, partial	19160	\$180
Mastectomy, simple, complete	19180	\$312
Mastectomy, radical including pectoral muscles, axillary and internal mammary lymph nodes	19220	\$780
Mastectomy, modified radical, including axillary lymph nodes and pectoralis minor muscle, but excluding pectoralis major muscle	19240	\$570
Excision of chest wall tumor involving ribs, with plastic reconstruction; with mediastinal lymphadenectomy	19272	\$1,438
<b>CHEST</b>		
Bronchoscopy with biopsy	31625	\$174
Thoracentesis for biopsy	32000	\$135
Biopsy, lung or mediastinum, percutaneous needle	32405	\$135
Pneumonectomy, total	32440	\$1,027
Lobectomy, total or segmental	32480	\$810
Excision of mediastinal tumor	39220	\$546

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>EAR</b>		
Excision, external ear, partial	69110	\$180
Radical excision, external auditory canal lesion with neck dissection	69155	\$705
Excision aural glomus tumor; transcanal	69550	\$618
Transmastoid	69551	\$1,058
Extended (extratemporal)	69554	\$1,975
<b>ESOPHAGUS</b>		
Excision local lesion with primary repair; cervical approach	43100	\$450
Thoracic approach	43101	\$660
Wide excision of malignant lesion of cervical esophagus	43105	\$720
With radical neck dissection	43106	\$1,096
Esophagectomy (at upper two-thirds level) and gastric anastomosis with vagotomy	43110	\$840
Esophagogastrectomy (lower third) and vagotomy, combined thoracicoabdominal	43120	\$1,041
<b>EYE</b>		
Enucleation of eye	65101	\$375
Exenteration of orbit	65110	\$600
Orbitotomy with removal of lesion	67412	\$600
<b>HEART</b>		
Pericardiectomy	33100	\$800
Excision intracardiac tumor, resection with bypass	33120	\$2,000
<b>INTESTINES</b>		
Colectomy, partial; with anastomosis	44140	\$555
With coloproctostomy	44145	\$639
Colectomy, total, abdominal with ileostomy or ileoproctostomy	44150	\$750
With rectal mucosectomy, ileoanal anastomosis	44153	\$2,000
With proctectomy	44155	\$1,027
Small intestine, enteroscopy beyond second portion of duodenum, with biopsy	44361	\$156
Proctectomy, complete, combined abdominoperineal	45110	\$840
Proctosigmoidoscopy with biopsy	45305	\$135
Colonoscopy, fiberoptic, beyond splenic flexure; with biopsy	45380	\$225
<b>KIDNEY</b>		
Renal biopsy		
Percutaneous, by trocar or needle	50200	\$135
By surgical exposure of kidney	50205	\$240
Nephrectomy, radical, with regional lymphadenectomy	50230	\$1,113
Partial	50240	\$720
<b>LIVER</b>		
Needle biopsy, percutaneous	47000	\$135
Wedge biopsy (independent procedure)	47100	\$300
Hepatectomy, partial lobectomy	47120	\$870
<b>LYMPHATIC SYSTEM</b>		
Biopsy or excision of cervical lymph node; deep	38510	\$135
Cervical lymphadenectomy (complete)	38720	\$630

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>MOUTH</b>		
Excision of lip; transverse wedge excision with primary closure	40510	\$225
Hemiglossectomy	41130	\$330
Glossectomy		
Partial, with unilateral radical neck dissection	41135	\$660
Total, with unilateral radical neck dissection	41145	\$840
With resection, floor of mouth, mandibular resection and radical neck dissection (commando type)	41155	\$1,027
Resection, palate	42120	\$660
<b>OVARY</b>		
Wedge resection or bisection	58920	\$330
<b>PANCREAS</b>		
Excisional biopsy (independent procedure)	48100	\$450
Pancreatectomy with pancreaticoduodenectomy and pancreaticojejunostomy	48150	\$1,438
<b>PAROTID</b>		
Excision parotid tumor, lateral lobe, without nerve dissection	42410	\$186
Total, with unilateral radical neck dissection	42426	\$840
<b>PELVIS</b>		
Radical resection for tumor	27075	\$500
Innominate bone (total)	27077	\$2,000
<b>PENIS</b>		
Amputation, partial	54120	\$300
Complete	54125	\$600
Radical with bilateral inguinofemoral lymphadenectomy	54130	\$840
<b>PROSTATE</b>		
Biopsy, needle or punch, single or multiple, any approach	55700	\$135
Transurethral resection of prostate	52601	\$600
Prostatectomy, retropubic radical; with bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	55845	\$1,438
<b>SINUS</b>		
Maxillectomy with orbital exenteration	31230	\$840
<b>SKIN</b>		
Excision of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	11602	\$100
On scalp, neck, hands, feet or genitalia	11622	\$100
On face, ears, eyelids, nose or lips	11642	\$125
Destruction of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	17262	\$100
On scalp, neck, hands, feet or genitalia	17272	\$100
On face, ears, eyelids, nose or lips	17282	\$100
<b>SPINE</b>		
Resection tumor, radical, soft tissue of flank or back	21935	\$328
Partial resection of vertebral component for cervical tumor	22105	\$263
Biopsy of spinal cord, percutaneous needle	62269	\$368
Laminectomy for biopsy/excision of intraspinal neoplasm;		
Extradural, cervical	63275	\$1,400
Intradural, intramedullary, thoracic	63286	\$2,000

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>STOMACH</b>		
Gastric biopsy by laparotomy	43605	\$405
Local excision of tumor	43610	\$450
Total gastrectomy including intestinal anastomosis	43620	\$840
Hemigastrectomy with vagotomy	43635	\$690
<b>TESTIS</b>		
Biopsy, incisional (independent procedure)	54505	\$135
Orchiectomy, radical, for tumor, inguinal approach	54530	\$285
With abdominal exploration	54535	\$375
<b>THROAT</b>		
Laryngectomy, total, without radical neck dissection	31360	\$750
With radical neck dissection	31365	\$1,479
Pharyngolaryngectomy with radical neck dissection	31390	\$1,062
Laryngoscopy, direct, operative, with biopsy	31535	\$180
<b>THYROID</b>		
Thyroidectomy for malignancy	60252	\$780
With radical neck dissection	60254	\$870
<b>UTERUS</b>		
Colposcopy with biopsy	57454	\$100
Dilation and curettage with biopsy	58120	\$100
Radical abdominal hysterectomy, with bilateral total pelvic and limited para-aortic lymphadenectomy	58210	\$1,438
<b>URINARY</b>		
Ureterectomy, with bladder cuff (independent procedure)	50650	\$600
Total, ectopic ureter; combination abdominal, vaginal and/or perineal approach	50660	\$840
Ureteral endoscopy with biopsy	50974	\$135
<b>VULVA</b>		
Vulvectomy, complete	56625	\$465
Radical	56630	\$660
With inguinofemoral, iliac, and pelvic lymphadenectomy	56640	\$1,130

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary

**Equitable Life & Casualty**  
**3 Triad Center**  
**Salt Lake City, Utah 84180-1200**  
**1-800-352-5150**

**OUTLINE OF COVERAGE**  
**SPECIFIED DISEASE COVERAGE**  
**CANCER POLICY**  
**Policy Form 571**

This IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from the company.

**(1) THIS POLICY PROVIDES LIMITED BENEFITS.** This is a supplement to health insurance. Benefits provided are supplemental and are not intended to cover all medical expenses. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

**(2) 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!**

**(3) SPECIFIED DISEASE COVERAGE – CANCER ONLY:** Policies of this category are designed to provide coverage for specific losses resulting from cancer. Coverage is provided by the benefits outlined in Section 4, below; the benefits described in Section 4 may be limited by the limitations contained in Section 5.

**(4) BENEFITS PROVIDED UNDER THE POLICY:**

**FIRST OCCURRENCE BENEFIT:** We will pay **\$1000** when a covered person is diagnosed for the first time as having any internal cancer, even when cancer is not diagnosed until after death. This benefit is payable only once for any covered

person. This benefit is NOT payable if you have been diagnosed or treated for internal cancer before your effective date of coverage or prior to satisfying the 30-day eligibility requirement. We will not pay this benefit for skin cancer.

**HOSPITAL CONFINEMENT BENEFIT** (including U.S. Government Hospital): We will pay **\$100** for each of the first 90 days you are confined as an inpatient to a hospital due to cancer. Beginning with the 91st consecutive day, the daily benefit will be **\$250**. A “day” means a 24-hour period. This benefit will be calculated based on the number of days the hospital charges you for room and board. Separate confinements within 30 days of each other are considered the same period of confinement.

**Exception:** If you are confined to a U.S. Government Hospital, we will pay this benefit while you are so confined in lieu of all other benefits with the exception of the First Occurrence and Transportation Benefits.

**INPATIENT DRUGS BENEFIT:** We will pay actual charges up to **\$20** each day for drugs administered to you while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay actual charges up to **\$20** each day you use the services of an attending physician while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. An attending physician is a doctor, other than your surgeon, who performs cancer treatment services for you while you are confined and charges you for those services.

**SURGICAL PROCEDURE BENEFIT:** We will pay **\$100 to \$2,000** for your cancer surgery performed by a doctor based on the Surgical Schedule in your Policy, including surgical biopsies resulting in a pathological diagnosis of cancer. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat cancer.

If you have more than one surgical procedure performed at the same time through the same incision, we will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable. If you have a surgical procedure performed which is not in the Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the surgical procedures, we will pay no less than the smallest or more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three years of a mastectomy for which we paid a Surgical Procedure Benefit. We will pay actual charges up to the Surgical Procedure Benefit we paid for the mastectomy.

**ANESTHESIA BENEFIT:** We will pay the actual charge incurred up to **25%** of the amount allowed per person as outlined in the Surgical Schedule.

If you have more than one cancer surgical procedure performed at the same time, we will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a cancer surgical procedure that is not listed in the Surgical Schedule, we will pay a benefit amount equal to **25%** of the amount we pay for such surgery. We will pay no less than **25%** of the smallest and no more than **25%** of the largest amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay actual charges up to **\$100** for a second surgical opinion if surgery is recom-

mended due to the positive diagnosis of cancer and you choose to obtain a second physician's opinion. If the second opinion fails to confirm the need for the recommended surgery, we will pay for a third physician's opinion. Second or third opinions must be rendered before surgery is performed. The physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the physician rendering the initial opinion. This benefit is not payable for second or third opinions related to skin cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay **\$40** for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for definitive cancer treatment. We will pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION/CHEMOTHERAPY BENEFIT:** We will pay actual charges up to **\$100** 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 actual charges up to **\$100** per filled prescription with a monthly maximum of **\$500**.

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 and will only be paid through the appropriate surgery benefit. 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.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay actual charges up to **\$50** each calendar month for anti-nausea drugs prescribed by a doctor while receiving radiation or chemotherapy for the treatment of cancer.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay actual charges up to **\$1,000** for each surgically implanted breast prostheses. Non-surgically implanted breast prostheses are limited to the actual charges up to **\$250** lifetime maximum for each covered person. All prostheses must be prescribed by a doctor and obtained within three years of the date of the cancer surgery or treatment for which we paid a benefit under the Policy.

**AMBULANCE BENEFIT:** We will pay actual charges up to **\$50** for each confinement to a hospital due to cancer. Any air ambulance service must be necessary to protect your health and safety when other reasonable and customary travel methods are not available.

Separate confinements within 30 days of each other are considered the same period of confinement.

**TRANSPORTATION BENEFIT:** We will pay actual charges up to **\$250** for each confinement for one-way trip for your coach class plane, train or bus fare for travel within the U.S. more than 100 miles one-way from your residence to receive definitive cancer treatments prescribed by your local physician that are not available within 100 miles one-way from your residence, or for consultation at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute. This benefit pays for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay **\$50** each day you receive inpatient Hospice care due to cancer. You must be diagnosed as terminally ill, no longer be receiving definitive cancer treatment, and be expected to live six months or less.

We will not pay this benefit for any day you are confined to a Hospital or a skilled nursing/extended care facility. This benefit is in lieu of all other benefits of the policy.

### (5) LIMITATIONS AND EXCLUSIONS

Subject to the 30-day eligibility period, your Policy provides benefits only for loss due to cancer and definitive cancer treatment.

Benefits are not payable for:

- Any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment;
- Losses occurring before or during the 30-day eligibility period;
- Losses occurring while the Policy is not in force; or,
- If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only pay benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Cancer must be pathologically diagnosed; however, we will accept a clinical diagnosis when a pathological diagnosis is detrimental to your health.

Hospitalization for cancer must begin at least 30 days after your effective date of coverage. If cancer is first diagnosed while you are hospitalized, you will be eligible for benefits retroactively to the date you were admitted to the hospital, but not for more than 30 days prior to the date of diagnosis. If skin cancer is diagnosed while you are hospitalized, 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 hospitalization ending in your death, but not for more than 30 days prior to the date of your death. A "hospital" is not a bed, unit or a facility that functions as: a skilled nursing facility; a nursing home; an extended care facility; a convalescent home; a rest home or a home for the aged; a sanatorium;

a rehabilitation center; a place primarily providing care for alcoholics or drug addicts; or a facility for the care and treatment of mental diseases or mental disorders.

### **(6) 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, and not during the eligibility period or during a lapse in coverage.
3. determine if any Policy exclusions exist for the claim.

**(7) RENEWABILITY OF THIS POLICY:** The Policy is continuously renewed during the Insured's lifetime by the payment of premiums when due.

**(8) PREMIUM:** Your initial premium depends on the optional benefits you selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

### **(9) OPTIONAL RIDERS AVAILABLE:**

#### **RETURN OF PREMIUM BENEFIT:**

The company will return a percentage of premiums paid under the following circumstances:

1. If the policy lapses, for any reason, after the end of the 15th policy anniversary, 80% of premiums, minus any claims paid, will be returned; or

2. If the insured dies after the 5th policy anniversary and before the 15th policy anniversary, 50% of the premiums, minus any claims paid, will be returned.

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

PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.

3 Triad Center, Salt Lake City, Utah 84180-1200  
1-800-352-5150

### CANCER INSURANCE POLICY

**THIS IS A LIMITED BENEFIT POLICY – PLEASE READ CAREFULLY. THIS IS A SPECIFIED DISEASE POLICY LIMITED TO CANCER COVERAGE ONLY. NO BENEFITS ARE PAYABLE FOR LOSS FROM ANY OTHER CAUSE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If a Covered Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” that You received from Us.**

This Policy is a legal contract between You, named as the Insured in the Policy Schedule, and Us. We promise to pay the benefits provided in this Policy for covered losses that are incurred by You and any dependents (if covered) while this Policy is in force. All benefits are subject to the definitions, limitations, exclusions and all other provisions of this Policy. All benefits are also subject to the provisions of any endorsement which may be attached.

**ELIGIBILITY PERIOD:** This Policy contains a 30-day eligibility requirement. If a Covered Person is diagnosed with or treated for internal Cancer during the first 30 days of coverage under this Policy, benefits will only be provided for Loss commencing 12 months after the Covered Person’s Effective Date of coverage. If a Covered Person is diagnosed with Cancer during the first 30 days of coverage, You may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**CONSIDERATION:** In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. **Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see General Provisions). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life and Casualty, # 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free at 1-800-352-5150.**

**THIRTY-DAY RIGHT TO EXAMINE THIS POLICY:** If for any reason You are not satisfied with this Policy, return it to Us or to the agent who sold it to You within 30 days after you receive it. We will refund all premiums paid and consider the policy never to have been issued.

**POLICY RENEWAL CONDITIONS – YOUR POLICY IS GUARANTEED RENEWABLE:** This means you have the right to continue your policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that in the future we may increase premiums. Your premiums are guaranteed for your first year of coverage. Thereafter, we may change the renewal premium for your policy, but only if we change them for all policies like yours in your state on a premium class basis. A premium class is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. You will be notified at least 31 days before any premium change. Your premium will not increase due to a change in your individual age or your specific health.

**EFFECTIVE DATE:** Coverage under this Policy begins at 12:01 a.m. Standard Time at Your residence on the Effective Date shown in the Policy Schedule. It ends, subject to the Grace Period, at 12:01 a.m. on the date any renewal premium is due and not paid.

IN WITNESS WHEREOF, We have caused the Policy to be signed by Our President and Secretary.



President



Secretary

**CAUTION – READ CAREFULLY! No benefits will be provided during the first 12 months of the policy for Cancer diagnosed before the 30th day after the Effective Date shown in the policy schedule.**

## POLICY SCHEDULE

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
{Insured Children	see attached application)	Effective Date:	12/1/07
{Insured Children	see attached application)	First Renewal Date:	12/1/08
{Alternate Payor:	Bob Smith}	Policy Anniversary:	December 1

## RENEWAL PREMIUMS\*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
{Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX}
<b>TOTAL:</b>	<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	<b>\$XXX.XX</b>	<b>\$XXX.XX</b>

## Benefit Schedule

This is a summary of benefits for each Covered Person. Please read your entire Policy for further explanations and limitations.

First Occurrence Benefit Each Covered Person .....	\$1,000
Hospital Confinement	
Days 1-90 .....	\$100/day
Days 91+ .....	\$250/day
Inpatient Drugs .....	up to \$20/day
Attending Physician .....	Actual Charges up to \$20/day
Inpatient Private Nurse .....	Actual Charges up to \$50/day
Surgical Procedure .....	See attached Surgical Schedule
Reconstructive Breast Surgery .....	Actual charges up to amount paid for mastectomy
Anesthesia Benefit .....	25% of Surgery Payment
Second and Third Surgical Opinion .....	Actual charges up to \$100/opinion
Blood and Plasma .....	\$40/unit
Radiation/Chemotherapy	
Radiation therapy .....	Actual Charges up to \$100/day - No monthly maximum
Chemotherapy injected by medical personnel .....	Actual Charges up to \$100/day - No monthly maximum
Other Chemotherapy	
Self-injected medications; medications dispensed by pump or implant; oral chemotherapy	
.....	Actual charges up to \$100/filled RX
.....	Combined monthly maximum: \$500
Anti-Nausea Medication .....	Actual charges up to \$50/Calendar Month
Breast Prosthesis	
Surgical .....	Actual charges up to \$1,000/prosthesis
Non-Surgical.....	Actual Charges up to \$250 <b>lifetime maximum</b> per Covered Person
Ambulance .....	Actual Charges up to \$50 per confinement
Transportation .....	Actual Charges up to \$250 (coach class plane, train or bus)
Hospice .....	\$50/day inpatient in lieu of all other benefits

## POLICY INDEX

Policy Schedule .....	Page 2
Benefit Schedule .....	Page 2
Definitions .....	Page 3
Eligibility for Benefits .....	Page 5
Benefits .....	Page 6
Limitations and Exclusions .....	Page 9
Claim Provisions .....	Page 9
General Provisions .....	Page 10
Surgical Schedule .....	Page 12
Riders, Endorsements, Amendments, if any .....	Attached
Application .....	Attached

## DEFINITIONS

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

The person named as the “Insured” on the Policy Schedule of this Policy is the Policyowner. In this Policy, We, Our, or Us refers to Equitable Life & Casualty Insurance Company.

### **YOU, YOUR, YOURSELF, COVERED PERSON:**

- if this is Individual coverage, only the Insured;
- if this is Single Parent coverage, the Insured and the Insured’s children; and,
- if this is Family coverage, the Insured and the Insured’s spouse and children.

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, minor foster children from the moment of placement in the residence, or a child placed with the Insured for adoption from the moment of placement in the residence, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- younger than 21, or younger than 26 (the Limiting Age) if they are a full-time student in a licensed or accredited school.

The definition of “full-time student” is based on the criteria for “full-time student” in the school where the student is enrolled. 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. Thereafter, such proof must be provided at Our request, but not more frequently than annually.

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.

**ACTUAL CHARGES:** The billed amount for covered Losses.

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

**CALENDAR YEAR:** The period beginning January 1st and ending December 31st.

**CANCER:** 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 does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions. Clinical diagnosis of Cancer shall be accepted as evidence that Cancer exists in an Insured when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Cancer and the Insured received definitive treatment for Cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the Hospital for not less than 45 days before the date of death.

**DEFINITIVE CANCER TREATMENT:** 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.

**DOCTOR/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.

**HOSPICE:** An organization which:

- is licensed by a government agency;
- provides palliative and supportive care to terminally ill persons and their families;
- provides this care on a short-term inpatient basis;
- is directed by a Physician and supervised by a registered Nurse; and,
- is classified as a Hospice by the National Hospice Organization.

A Hospice is not a/an:

- Hospital;
- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home or a home for the aged;
- sanatorium;
- rehabilitation center;
- place for the treatment of substance abuse; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as an acute-care Hospital;
- provides care of injured and sick people;
- is supervised by a Doctor;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate Nurse (RN);
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities; and,
- maintains permanent medical history records.

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.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents related to You by blood or marriage.

**LOSS:** Means a Specified Event for which We pay benefits under this Policy.

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

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

- licensed practical nurse (L.P.N.);
- licensed vocational nurse (L.V.N.); or
- registered graduate nurse (R.N.)

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

**PATHOLOGIST:** A Doctor, 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.

**PERIOD OF CONFINEMENT:** A period which begins at least 60 days after Your Effective Date of coverage, beginning on the first day of confinement and ending on the last day of confinement as an inpatient in a Hospital or Skilled Nursing/Extended Care Facility. 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 confinement as a new confinement.

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

**SKIN CANCER:** Basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

**SPECIFIED EVENT:** An event, such as a day of Hospital Confinement due to Cancer, that occurs while this Policy is in force and while all eligibility requirements are met.

**U.S. GOVERNMENT HOSPITAL:** A Hospital which:

- is operated by or for the United States Government; and,
- does not charge for its room, board and medical services.

## ELIGIBILITY FOR BENEFITS

**DIAGNOSIS:** 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 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. A pathological diagnosis of Cancer can be made before or after death.

**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 detrimental to Your health, when there is medical evidence to support the diagnosis, and when a Doctor 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. In the case of lung Cancer, We accept a cytology report in lieu of a pathology report.

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

- You have not been diagnosed with or treated for any Cancer during the first 60 days after the Effective Date of this policy;
- Cancer is first diagnosed while You are covered by this Policy;
- You incur a Loss due to Cancer while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

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.

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 45 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.

## BENEFITS

**OUR PROMISE TO PAY:** Subject to the terms, limitations and exclusions of this Policy, We will pay the following benefits for Loss due to Cancer or Definitive Cancer Treatment. Benefit amounts and some limitations are shown in the Benefit Schedule and the Surgical Schedule.

**FIRST OCCURRENCE BENEFIT:** We will pay the amount shown in the Benefit Schedule when You are diagnosed for the first time as having any internal Cancer. We will pay this benefit even when Cancer is not diagnosed until after death. This benefit is not payable for Skin Cancer.

This benefit is never payable if You have been diagnosed with or treated for internal Cancer before Your Effective Date of coverage under this Policy or prior to satisfying the 30-day eligibility requirement.

We will pay this benefit only once for each Covered Person. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.

**HOSPITAL CONFINEMENT BENEFIT (including U.S. Government Hospital):** We will pay this benefit for each day You are confined as an inpatient in a Hospital due to Cancer. This benefit will be calculated based on the number of days the Hospital charges 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 90 days or less are paid at the amount shown on the Benefit Schedule. Beginning with the 91st consecutive day We will pay the increased amount shown in the Benefit Schedule. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**EXCEPTION:** When Cancer treatment is received in a U.S. Government Hospital, We will pay this benefit while You are confined in lieu of all other benefits with the exception of the First Occurrence Express Payment, and the Transportation benefit.

**INPATIENT DRUG BENEFIT:** We will pay this benefit for drugs administered to You while confined as an inpatient in a Hospital due to Cancer. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. We will pay the Actual Charges made by the Hospital up to the daily limit shown in the Benefit Schedule for each day You receive drugs while confined as an inpatient, up to the number of days for which You receive benefits under the Hospital Confinement Benefit.

This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**INPATIENT PRIVATE NURSE BENEFIT:** We will pay the amount shown on the Benefit Schedule if You use the full-time services of a private Nurse while confined as an inpatient in a Hospital for Definitive Cancer Treatment. "Full-time" means at least eight-hour attendance during any 24 hour period. These services must be required and authorized by a Doctor for the treatment of Cancer and must be performed by a professional Nurse. Private nursing services must be other than those regularly furnished by the Hospital. We will not pay this benefit if the private Nurse is You or a member of Your Immediate Family.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for each day You receive such services, up to the number of days for which benefits were received under the Hospital Confinement Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay the Actual Charge not to exceed \$20 per day for the professional services of a Physician or Oncologist rendered to an Insured Person while he or she is confined in a Hospital for the treatment of Cancer. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Insured Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**SURGICAL PROCEDURE BENEFIT:** We will pay this benefit for Cancer surgery performed by a Doctor. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat Cancer. We will pay the amount shown in the Surgical Schedule for the surgical procedure performed. We will pay the amount shown in the Surgical Schedule for surgical biopsies resulting in a pathological diagnosis of Cancer.

If You have more than one surgical procedure performed at the same time through the same incision, We will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable.

If You have a surgical procedure performed which is not shown in the Surgical Schedule, We will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the procedure, We will pay no less than the smallest and no more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three Years of a mastectomy for which We paid a Surgical Procedure Benefit. We will pay Actual Charges up to the Surgical Procedure Benefit We paid for the mastectomy. If reconstructive surgery is performed the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit.

**ANESTHESIA BENEFIT:** We will pay this benefit if You receive anesthesia during Cancer surgery for which a Surgical Procedure Benefit is payable.

We will pay the actual charges up to 25% of the amount shown in the Surgical Schedule for the surgical procedure performed during which anesthesia was administered. We will pay actual charges up to 25% of the amount shown in the Surgical Schedule for anesthesia administered during a surgical biopsy resulting in a pathological diagnosis of Cancer.

If You have more than one Cancer surgical procedure performed at the same time, We will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a Cancer surgical procedure that is not listed in the Surgical Schedule, We will pay an Anesthesia Benefit equal to 25% of the amount We pay for such surgery. We will pay no less than 25% of the smallest and no more than 25% of the largest Anesthesia Benefit amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay this benefit if surgery is recommended due to the positive diagnosis of Cancer and You choose to obtain the opinion of a second Physician. If the second opinion fails to confirm the need for the recommended surgery, We will pay for a third Physician's opinion. You are not required to obtain a second or third opinion in order to receive the surgical or other benefits under this Policy. Should you choose to obtain a second or third opinion, such opinions must be rendered before surgery is performed. The Physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the Physician rendering the initial opinion.

We will pay Actual Charges for such opinions up to the amount shown in the Benefit Schedule. This benefit is not payable for second or third opinions related to Skin Cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay the amount shown in the Benefit Schedule for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for Definitive Cancer Treatment whether Hospital Confined or as out-patient treatment. We do pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay the amounts listed on the Benefit Schedule, subject to monthly 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. The Surgical/Anesthesia Benefit provides additional amounts payable for insertion and removal.
- 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 monthly maximum of five times the daily amount shown on the Benefit Schedule.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment and will only be paid through the appropriate surgery benefit;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount shown on the Benefit Schedule;
- self-injected medications are limited to the per drug amount shown on the Benefit Schedule and are subject to the combined monthly maximum listed in the Benefit Schedule;
- medications dispensed by pump or implant are limited to the per drug amount shown on the Benefit Schedule for each of the initial prescriptions and each refill, subject to the combined monthly maximum 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 the per drug amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum 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 the National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay this benefit for Your anti-nausea medication prescribed by a Physician while receiving radiation or chemotherapy for treatment of Cancer. We will not pay this benefit for medication prescribed and administered while You are an inpatient in a Hospital. The monthly maximum amount payable for each Covered Person is shown in the Benefit Schedule.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay this benefit for surgically implanted and non-surgically implanted breast prostheses prescribed by a Physician due to Cancer surgery for which You received benefits under this Policy. Non-surgically implanted removable breast prostheses are subject to the lifetime maximum amount shown on the Benefit Schedule.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for surgically implanted prostheses. The amount listed is the maximum payable per prosthesis for each Covered Person. Prostheses must be obtained within three years after the date of the Cancer surgery for which We paid a benefit.

**AMBULANCE BENEFIT:** We will pay this benefit if a licensed surface or air ambulance service transports You to or from a Hospital including transportation from one hospital to another, where You are confined as an inpatient due to Cancer. Any air ambulance service must be necessary to protect Your health and safety when other reasonable and customary travel methods are not available.

We will pay Actual Charges up to the amount shown in the Benefit Schedule. This benefit is limited to one charge per Period of Confinement. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**TRANSPORTATION BENEFIT:** We will pay this benefit if You must travel within the U.S. (including Alaska, Hawaii and Puerto Rico) more than 100 miles one-way from Your residence to:

- receive Definitive Cancer Treatment prescribed by Your local Physician that is not available within 100 miles one-way from Your residence; or,
- seek consultation about Your Cancer at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for Your coach class plane, train or bus fare on a regularly scheduled route. We will not pay the cost to charter a plane, train or bus. This Benefit is payable for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay this benefit for each day You receive inpatient Hospice care due to Cancer. You must be diagnosed by a Physician as terminally ill, no longer be receiving Definitive Cancer Treatment, and be expected to live six months or less.

We will pay the amount shown in the Benefit Schedule for each day You are confined to a Hospice for treatment or services.

We will not pay this benefit for any day You are confined in a Hospital or a skilled nursing/extended care facility.

### LIMITATIONS AND EXCLUSIONS

**CANCER POLICY ONLY:** Subject to the 30-day eligibility period, this Policy provides benefits only for Loss due to Cancer and Definitive Cancer Treatment. Proof must be submitted to support each claim.

Benefits are not payable for:

- any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring while this Policy is not in force; or,
- Losses occurring before or during the 30-day eligibility period. If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only provide benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Benefits paid for any one Covered Person shall not exceed the maximum benefits shown in the Benefit Schedule regardless of the number of Cancers.

### CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Home Office or to an authorized agent. The notice should include Your name, the Covered Person's name, and the Policy number.

**CLAIM FORMS:** When We receive Notice of Claim, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days after giving such notice, You can meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after the date of Loss. If it was not reasonably possible for You to give Us proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**PAYMENT OF BENEFITS:** All benefits will be paid to You or Your assignee. Any benefits unpaid at Your death may be paid to Your estate.

**TIMELY PAYMENT OF BENEFITS:** Benefits payable under this Policy will be paid as soon as We receive proper written Proof of Loss.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We may also require an autopsy where allowed by law. Either will be done at Our expense.

**CLAIM REVIEW:** If You believe that Our claim decision is in error, You may appeal Our decision and We will reconsider Your claim. Send Us a written request (no special form is required) explaining why, under the provisions of Your Policy, We should change Our decision. Your written request must be submitted within sixty (60) days of Your receipt of the Explanation of Benefits (EOB) of Your claim. You may authorize someone else to act for You in this process.

Your written request should include Your name, the Covered Person's name, the policy number, the names, addresses and phone numbers of any persons or organizations You believe We should contact to learn more about the claim under reconsideration, and any supporting documentation or records.

Once We have completed Our review, We will notify You in writing of Our decision. This notification will be sent to You no later than thirty (30) days after receipt of Your written request for appeal. We will pay any benefits that may then be due as a result of Our reconsideration. Should We require longer than thirty (30) days to make Our decision, We will notify You of the reasons for this delay. In any event, the delay will be no longer than an additional forty-five (45) days. Our final decision on Your appeal does not prevent You from taking further legal action.

## **GENERAL PROVISIONS**

**ENTIRE CONTRACT; CHANGES:** This Policy, with endorsements and any attached papers, is the entire contract between You and Us. No change in this Policy will be effective until it is approved by one of Our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**CONTROL OF POLICY:** In the event of Your death, Your Spouse, if covered, shall have the right to continue this Policy for all Covered Persons. A written request for continuation and the appropriate Premium, if applicable, must be sent to Us within 60 days of the Insured's death.

**TIME LIMIT ON CERTAIN DEFENSES:** No statements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred after 2 years from the Effective Date of this Policy. A copy of Your application is attached.

**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 or insured certain members of Your family under this Policy, Our only responsibility will be to refund any excess Premium paid.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such laws.

**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 Home Office.

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 fail to pay Your Premium by the end of the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** This policy has a 31-day Grace Period. This means if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period this policy will stay in force.

**CONSERVATION PERIOD:** You have an additional 15 days beyond the Grace Period to pay your premium. During this 15 day extension, this policy is not in force unless your premium is paid within this period. This policy will then be renewed with no lapse in coverage.

**ALTERNATE PAYOR:** An Alternate Payor is a person selected by You to receive a reminder of the renewal premium due if You have not paid it during the Grace Period. Your Alternate Payor is shown on the Policy Schedule.

**REINSTATEMENT:** If the renewal premium is not paid before the Grace Period ends or within the Conservation Period, this Policy will lapse. Later acceptance of premium by Us (or by an agent authorized to accept payment) without requiring an application for Reinstatement will Reinstatement this Policy. If We or Our agent require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be Reinstated as of the approval date. Lacking such approval this Policy will be Reinstated on the 45th day (30th day in New Mexico) after the date of the conditional receipt unless We have previously notified You, in writing, of Our disapproval.

The Reinstated Policy will provide benefits only for Loss resulting from Cancer positively diagnosed 10 days or more after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same after You have satisfied any provisions noted on or attached to the Reinstated Policy. Any premium accepted with a Reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of Reinstatement.

**REFUND OF UNEARNED PREMIUM:** We will refund that part of any premium paid which covers a period beyond the end of the Policy month of Your death.

**OTHER INSURANCE WITH US:** Your insurance under a like policy or policies with Us is limited to one such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all such other policies.

**LEGAL ACTION:** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after 3 years (5 years in Mississippi) after the time written Proof of Loss is required to be given.

### DEPENDENT COVERAGE

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

Newborn children are insured from the moment of live birth. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newborn child is covered from the moment of birth for 31 days. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 days after the child's birth and paying any required additional Premium.

A child placed for adoption after the Effective Date of this Policy will be covered from the moment of placement. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newly adopted 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 shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child. 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.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, or if coverage of a spouse terminates due to divorce or annulment, or if coverage of a child terminates due to the child becoming married or reaching the Limiting Age, such Covered Person may convert to a separate Policy without 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;
- any conditions excluded in this Policy are excluded in the converted Policy;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy;
- the effective date of the converted coverage will be the date coverage terminates under this Policy; and,
- a Covered Person who had internal Cancer diagnosed under this Policy will not be eligible for the First Occurrence Benefit in the converted Policy; and
- any Return of Premium Benefits will not be provided under the converted Policy, if such benefits were paid under this Policy.

Another 30-day eligibility 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. 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.

## SURGICAL SCHEDULE

If you have a surgical procedure performed which is not shown in this Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown.

SURGICAL PROCEDURE	PROCEDURE CODE	SURGICAL BENEFIT
<b>ABDOMEN</b>		
Abdominal paracentesis	49080	\$100
Excision of intra-abdominal or retroperitoneal tumor	49200	\$420
Staging celiotomy (Hodgkin's or Lymphoma)	49220	\$660
<b>BLADDER</b>		
Cystotomy for excision of bladder tumor	51530	\$328
Cystectomy, complete; with bilateral pelvic lymphadenectomy	51575	\$1,125
Cystectomy, complete; with ureteroileal conduit or sigmoid bladder, including bowel anastomosis	51590	\$1,575
With bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	51595	\$2,000
Pelvic exenteration, complete, for vesical, prostatic or urethral malignancy, with removal of bladder and ureteral transplantation	51597	\$1,680
Cystourethroscopy with biopsy	52204	\$100
Cystourethroscopy, with fulguration and/or resection of medium tumor(s) (2.0 - 5.0 cm)	52235	\$263
<b>BONE</b>		
Biopsy, bone, trocar or needle; superficial	20220	\$135
Radical resection of sternum for tumor with mediastinal lymphadenectomy	21632	\$1,918
<b>BRAIN</b>		
Craniectomy for tumor of skull	61500	\$592
Excision brain tumor, supratentorial	61510	\$767
Excision brain tumor, infratentorial or posterior fossa	61518	\$854
Cerebellopontine angle tumor	61520	\$1,096
Midline tumor at base of skull	61521	\$1,645
Excision of craniopharyngioma	61545	\$2,000
Hypophysectomy, intracranial approach	61546	\$815
<b>BREAST</b>		
Biopsy of breast, incisional (separate procedure)	19101	\$100
Excision of malignant tumor	19120	\$150
Mastectomy, partial	19160	\$180
Mastectomy, simple, complete	19180	\$312
Mastectomy, radical including pectoral muscles, axillary and internal mammary lymph nodes	19220	\$780
Mastectomy, modified radical, including axillary lymph nodes and pectoralis minor muscle, but excluding pectoralis major muscle	19240	\$570
Excision of chest wall tumor involving ribs, with plastic reconstruction; with mediastinal lymphadenectomy	19272	\$1,438
<b>CHEST</b>		
Bronchoscopy with biopsy	31625	\$174
Thoracentesis for biopsy	32000	\$135
Biopsy, lung or mediastinum, percutaneous needle	32405	\$135
Pneumonectomy, total	32440	\$1,027
Lobectomy, total or segmental	32480	\$810
Excision of mediastinal tumor	39220	\$546

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>EAR</b>		
Excision, external ear, partial	69110	\$180
Radical excision, external auditory canal lesion with neck dissection	69155	\$705
Excision aural glomus tumor; transcanal	69550	\$618
Transmastoid	69551	\$1,058
Extended (extratemporal)	69554	\$1,975
<b>ESOPHAGUS</b>		
Excision local lesion with primary repair; cervical approach	43100	\$450
Thoracic approach	43101	\$660
Wide excision of malignant lesion of cervical esophagus	43105	\$720
With radical neck dissection	43106	\$1,096
Esophagectomy (at upper two-thirds level) and gastric anastomosis with vagotomy	43110	\$840
Esophagogastrectomy (lower third) and vagotomy, combined thoracicoabdominal	43120	\$1,041
<b>EYE</b>		
Enucleation of eye	65101	\$375
Exenteration of orbit	65110	\$600
Orbitotomy with removal of lesion	67412	\$600
<b>HEART</b>		
Pericardiectomy	33100	\$800
Excision intracardiac tumor, resection with bypass	33120	\$2,000
<b>INTESTINES</b>		
Colectomy, partial; with anastomosis	44140	\$555
With coloproctostomy	44145	\$639
Colectomy, total, abdominal with ileostomy or ileoproctostomy	44150	\$750
With rectal mucosectomy, ileoanal anastomosis	44153	\$2,000
With proctectomy	44155	\$1,027
Small intestine, enteroscopy beyond second portion of duodenum, with biopsy	44361	\$156
Proctectomy, complete, combined abdominoperineal	45110	\$840
Proctosigmoidoscopy with biopsy	45305	\$135
Colonoscopy, fiberoptic, beyond splenic flexure; with biopsy	45380	\$225
<b>KIDNEY</b>		
Renal biopsy		
Percutaneous, by trocar or needle	50200	\$135
By surgical exposure of kidney	50205	\$240
Nephrectomy, radical, with regional lymphadenectomy	50230	\$1,113
Partial	50240	\$720
<b>LIVER</b>		
Needle biopsy, percutaneous	47000	\$135
Wedge biopsy (independent procedure)	47100	\$300
Hepatectomy, partial lobectomy	47120	\$870
<b>LYMPHATIC SYSTEM</b>		
Biopsy or excision of cervical lymph node; deep	38510	\$135
Cervical lymphadenectomy (complete)	38720	\$630

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>MOUTH</b>		
Excision of lip; transverse wedge excision with primary closure	40510	\$225
Hemiglossectomy	41130	\$330
Glossectomy		
Partial, with unilateral radical neck dissection	41135	\$660
Total, with unilateral radical neck dissection	41145	\$840
With resection, floor of mouth, mandibular resection and radical neck dissection (commando type)	41155	\$1,027
Resection, palate	42120	\$660
<b>OVARY</b>		
Wedge resection or bisection	58920	\$330
<b>PANCREAS</b>		
Excisional biopsy (independent procedure)	48100	\$450
Pancreatectomy with pancreaticoduodenectomy and pancreaticojejunostomy	48150	\$1,438
<b>PAROTID</b>		
Excision parotid tumor, lateral lobe, without nerve dissection	42410	\$186
Total, with unilateral radical neck dissection	42426	\$840
<b>PELVIS</b>		
Radical resection for tumor	27075	\$500
Innominate bone (total)	27077	\$2,000
<b>PENIS</b>		
Amputation, partial	54120	\$300
Complete	54125	\$600
Radical with bilateral inguofemoral lymphadenectomy	54130	\$840
<b>PROSTATE</b>		
Biopsy, needle or punch, single or multiple, any approach	55700	\$135
Transurethral resection of prostate	52601	\$600
Prostatectomy, retropubic radical; with bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	55845	\$1,438
<b>SINUS</b>		
Maxillectomy with orbital exenteration	31230	\$840
<b>SKIN</b>		
Excision of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	11602	\$100
On scalp, neck, hands, feet or genitalia	11622	\$100
On face, ears, eyelids, nose or lips	11642	\$125
Destruction of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	17262	\$100
On scalp, neck, hands, feet or genitalia	17272	\$100
On face, ears, eyelids, nose or lips	17282	\$100
<b>SPINE</b>		
Resection tumor, radical, soft tissue of flank or back	21935	\$328
Partial resection of vertebral component for cervical tumor	22105	\$263
Biopsy of spinal cord, percutaneous needle	62269	\$368
Laminectomy for biopsy/excision of intraspinal neoplasm;		
Extradural, cervical	63275	\$1,400
Intradural, intramedullary, thoracic	63286	\$2,000

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>STOMACH</b>		
Gastric biopsy by laparotomy	43605	\$405
Local excision of tumor	43610	\$450
Total gastrectomy including intestinal anastomosis	43620	\$840
Hemigastrectomy with vagotomy	43635	\$690
<b>TESTIS</b>		
Biopsy, incisional (independent procedure)	54505	\$135
Orchiectomy, radical, for tumor, inguinal approach	54530	\$285
With abdominal exploration	54535	\$375
<b>THROAT</b>		
Laryngectomy, total, without radical neck dissection	31360	\$750
With radical neck dissection	31365	\$1,479
Pharyngolaryngectomy with radical neck dissection	31390	\$1,062
Laryngoscopy, direct, operative, with biopsy	31535	\$180
<b>THYROID</b>		
Thyroidectomy for malignancy	60252	\$780
With radical neck dissection	60254	\$870
<b>UTERUS</b>		
Colposcopy with biopsy	57454	\$100
Dilation and curettage with biopsy	58120	\$100
Radical abdominal hysterectomy, with bilateral total pelvic and limited para-aortic lymphadenectomy	58210	\$1,438
<b>URINARY</b>		
Ureterectomy, with bladder cuff (independent procedure)	50650	\$600
Total, ectopic ureter; combination abdominal, vaginal and/or perineal approach	50660	\$840
Ureteral endoscopy with biopsy	50974	\$135
<b>VULVA</b>		
Vulvectomy, complete	56625	\$465
Radical	56630	\$660
With inguinofemoral, iliac, and pelvic lymphadenectomy	56640	\$1,130

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary

**Equitable Life & Casualty**  
**3 Triad Center**  
**Salt Lake City, Utah 84180-1200**  
**1-800-352-5150**

**OUTLINE OF COVERAGE**  
**SPECIFIED DISEASE COVERAGE**  
**CANCER POLICY**  
**Policy Form 571**

This IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from the company.

**(1) THIS POLICY PROVIDES LIMITED BENEFITS.** This is a supplement to health insurance. Benefits provided are supplemental and are not intended to cover all medical expenses. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

**(2) 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!**

**(3) SPECIFIED DISEASE COVERAGE – CANCER ONLY:** Policies of this category are designed to provide coverage for specific losses resulting from cancer. Coverage is provided by the benefits outlined in Section 4, below; the benefits described in Section 4 may be limited by the limitations contained in Section 5.

**(4) BENEFITS PROVIDED UNDER THE POLICY:**

**FIRST OCCURRENCE BENEFIT:** We will pay **\$1000** when a covered person is diagnosed for the first time as having any internal cancer, even when cancer is not diagnosed until after death. This benefit is payable only once for any covered

person. This benefit is NOT payable if you have been diagnosed or treated for internal cancer before your effective date of coverage or prior to satisfying the 30-day eligibility requirement. We will not pay this benefit for skin cancer.

**HOSPITAL CONFINEMENT BENEFIT** (including U.S. Government Hospital): We will pay **\$100** for each of the first 90 days you are confined as an inpatient to a hospital due to cancer. Beginning with the 91st consecutive day, the daily benefit will be **\$250**. A “day” means a 24-hour period. This benefit will be calculated based on the number of days the hospital charges you for room and board. Separate confinements within 30 days of each other are considered the same period of confinement.

**Exception:** If you are confined to a U.S. Government Hospital, we will pay this benefit while you are so confined in lieu of all other benefits with the exception of the First Occurrence and Transportation Benefits.

**INPATIENT DRUGS BENEFIT:** We will pay actual charges up to **\$20** each day for drugs administered to you while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay actual charges up to **\$20** each day you use the services of an attending physician while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. An attending physician is a doctor, other than your surgeon, who performs cancer treatment services for you while you are confined and charges you for those services.

**SURGICAL PROCEDURE BENEFIT:** We will pay **\$100 to \$2,000** for your cancer surgery performed by a doctor based on the Surgical Schedule in your Policy, including surgical biopsies resulting in a pathological diagnosis of cancer. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat cancer.

If you have more than one surgical procedure performed at the same time through the same incision, we will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable. If you have a surgical procedure performed which is not in the Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the surgical procedures, we will pay no less than the smallest or more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three years of a mastectomy for which we paid a Surgical Procedure Benefit. We will pay actual charges up to the Surgical Procedure Benefit we paid for the mastectomy.

**ANESTHESIA BENEFIT:** We will pay the actual charge incurred up to **25%** of the amount allowed per person as outlined in the Surgical Schedule.

If you have more than one cancer surgical procedure performed at the same time, we will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a cancer surgical procedure that is not listed in the Surgical Schedule, we will pay a benefit amount equal to **25%** of the amount we pay for such surgery. We will pay no less than **25%** of the smallest and no more than **25%** of the largest amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay actual charges up to **\$100** for a second surgical opinion if surgery is recom-

mended due to the positive diagnosis of cancer and you choose to obtain a second physician's opinion. If the second opinion fails to confirm the need for the recommended surgery, we will pay for a third physician's opinion. Second or third opinions must be rendered before surgery is performed. The physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the physician rendering the initial opinion. This benefit is not payable for second or third opinions related to skin cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay **\$40** for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for definitive cancer treatment. We will pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION/CHEMOTHERAPY BENEFIT:** We will pay actual charges up to **\$100** 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 actual charges up to **\$100** per filled prescription with a monthly maximum of **\$500**.

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 and will only be paid through the appropriate surgery benefit. 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.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay actual charges up to **\$50** each calendar month for anti-nausea drugs prescribed by a doctor while receiving radiation or chemotherapy for the treatment of cancer.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay actual charges up to **\$1,000** for each surgically implanted breast prostheses. Non-surgically implanted breast prostheses are limited to the actual charges up to **\$250** lifetime maximum for each covered person. All prostheses must be prescribed by a doctor and obtained within three years of the date of the cancer surgery or treatment for which we paid a benefit under the Policy.

**AMBULANCE BENEFIT:** We will pay actual charges up to **\$50** for each confinement to a hospital due to cancer. Any air ambulance service must be necessary to protect your health and safety when other reasonable and customary travel methods are not available.

Separate confinements within 30 days of each other are considered the same period of confinement.

**TRANSPORTATION BENEFIT:** We will pay actual charges up to **\$250** for each confinement for one-way trip for your coach class plane, train or bus fare for travel within the U.S. more than 100 miles one-way from your residence to receive definitive cancer treatments prescribed by your local physician that are not available within 100 miles one-way from your residence, or for consultation at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute. This benefit pays for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay **\$50** each day you receive inpatient Hospice care due to cancer. You must be diagnosed as terminally ill, no longer be receiving definitive cancer treatment, and be expected to live six months or less.

We will not pay this benefit for any day you are confined to a Hospital or a skilled nursing/extended care facility. This benefit is in lieu of all other benefits of the policy.

### (5) LIMITATIONS AND EXCLUSIONS

Subject to the 30-day eligibility period, your Policy provides benefits only for loss due to cancer and definitive cancer treatment.

Benefits are not payable for:

- Any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring before or during the 30-day eligibility period;
- Losses occurring while the Policy is not in force; or,
- If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only pay benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Cancer must be pathologically diagnosed; however, we will accept a clinical diagnosis when a pathological diagnosis is detrimental to your health.

Hospitalization for cancer must begin at least 30 days after your effective date of coverage. If cancer is first diagnosed while you are hospitalized, you will be eligible for benefits retroactively to the date you were admitted to the hospital, but not for more than 30 days prior to the date of diagnosis. If skin cancer is diagnosed while you are hospitalized, 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 hospitalization ending in your death, but not for more than 30 days prior to the date of your death. A "hospital" is not a bed, unit or a facility that functions as: a skilled nursing facility; a nursing home; an extended care facility; a convalescent home; a rest home or a home for the aged; a sanatorium;

a rehabilitation center; a place primarily providing care for alcoholics or drug addicts; or a facility for the care and treatment of mental diseases or mental disorders.

### **(6) 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, and not during the eligibility period or during a lapse in coverage.
3. determine if any Policy exclusions exist for the claim.

**(7) RENEWABILITY OF THIS POLICY:** The Policy is continuously renewed during the Insured's lifetime by the payment of premiums when due.

**(8) PREMIUM:** Your initial premium depends on the optional benefits you selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

### **(9) OPTIONAL RIDERS AVAILABLE:**

#### **RETURN OF PREMIUM BENEFIT:**

The company will return a percentage of premiums paid under the following circumstances:

1. If the policy lapses, for any reason, after the end of the 15th policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
2. If the insured dies after the 5th policy anniversary and before the 15th policy anniversary, 50% of the premiums, minus any claims paid, will be returned.

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

PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.

3 Triad Center, Salt Lake City, Utah 84180-1200  
1-800-352-5150

### CANCER INSURANCE POLICY

**THIS IS A LIMITED BENEFIT POLICY – PLEASE READ CAREFULLY. THIS IS A SPECIFIED DISEASE POLICY LIMITED TO CANCER COVERAGE ONLY. NO BENEFITS ARE PAYABLE FOR LOSS FROM ANY OTHER CAUSE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If a Covered Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” that You received from Us.**

This Policy is a legal contract between You, named as the Insured in the Policy Schedule, and Us. We promise to pay the benefits provided in this Policy for covered losses that are incurred by You and any dependents (if covered) while this Policy is in force. All benefits are subject to the definitions, limitations, exclusions and all other provisions of this Policy. All benefits are also subject to the provisions of any endorsement which may be attached.

**ELIGIBILITY PERIOD:** This Policy contains a 30-day eligibility requirement. If a Covered Person is diagnosed with or treated for internal Cancer during the first 30 days of coverage under this Policy, benefits will only be provided for Loss commencing 12 months after the Covered Person’s Effective Date of coverage. If a Covered Person is diagnosed with Cancer during the first 30 days of coverage, You may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**CONSIDERATION:** In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. **Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see General Provisions). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life and Casualty, # 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free at 1-800-352-5150.**

**THIRTY-DAY RIGHT TO EXAMINE THIS POLICY:** If for any reason You are not satisfied with this Policy, return it to Us or to the agent who sold it to You within 30 days after you receive it. We will refund all premiums paid and consider the policy never to have been issued.

**POLICY RENEWAL CONDITIONS – YOUR POLICY IS GUARANTEED RENEWABLE:** This means you have the right to continue your policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that in the future we may increase premiums. Your premiums are guaranteed for your first year of coverage. Thereafter, we may change the renewal premium for your policy, but only if we change them for all policies like yours in your state on a premium class basis. A premium class is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. You will be notified at least 31 days before any premium change. Your premium will not increase due to a change in your individual age or your specific health.

**EFFECTIVE DATE:** Coverage under this Policy begins at 12:01 a.m. Standard Time at Your residence on the Effective Date shown in the Policy Schedule. It ends, subject to the Grace Period, at 12:01 a.m. on the date any renewal premium is due and not paid.

IN WITNESS WHEREOF, We have caused the Policy to be signed by Our President and Secretary.



President



Secretary

**CAUTION – READ CAREFULLY! No benefits will be provided during the first 12 months of the policy for Cancer diagnosed before the 30th day after the Effective Date shown in the policy schedule.**

## POLICY SCHEDULE

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
{Insured Children	see attached application)	Effective Date:	12/1/07
{Insured Children	see attached application)	First Renewal Date:	12/1/08
{Alternate Payor:	Bob Smith}	Policy Anniversary:	December 1

## RENEWAL PREMIUMS\*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
{Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX}
<b>TOTAL:</b>	<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	<b>\$XXX.XX</b>	<b>\$XXX.XX</b>

## Benefit Schedule

This is a summary of benefits for each Covered Person. Please read your entire Policy for further explanations and limitations.

First Occurrence Benefit Each Covered Person .....	\$1,000
Hospital Confinement	
Days 1-90 .....	\$100/day
Days 91+ .....	\$250/day
Inpatient Drugs .....	up to \$20/day
Attending Physician .....	Actual Charges up to \$20/day
Inpatient Private Nurse .....	Actual Charges up to \$50/day
Surgical Procedure .....	See attached Surgical Schedule
Reconstructive Breast Surgery .....	Actual charges up to amount paid for mastectomy
Anesthesia Benefit .....	25% of Surgery Payment
Second and Third Surgical Opinion .....	Actual charges up to \$100/opinion
Blood and Plasma .....	\$40/unit
Radiation/Chemotherapy	
Radiation therapy .....	Actual Charges up to \$100/day - No monthly maximum
Chemotherapy injected by medical personnel .....	Actual Charges up to \$100/day - No monthly maximum
Other Chemotherapy	
Self-injected medications; medications dispensed by pump or implant; oral chemotherapy	
.....	Actual charges up to \$100/filled RX
.....	Combined monthly maximum: \$500
Anti-Nausea Medication .....	Actual charges up to \$50/Calendar Month
Breast Prosthesis	
Surgical .....	Actual charges up to \$1,000/prosthesis
Non-Surgical.....	Actual Charges up to \$250 <b>lifetime maximum</b> per Covered Person
Ambulance .....	Actual Charges up to \$50 per confinement
Transportation .....	Actual Charges up to \$250 (coach class plane, train or bus)
Hospice .....	\$50/day inpatient in lieu of all other benefits

## POLICY INDEX

Policy Schedule .....	Page 2
Benefit Schedule .....	Page 2
Definitions .....	Page 3
Eligibility for Benefits .....	Page 5
Benefits .....	Page 6
Limitations and Exclusions .....	Page 9
Claim Provisions .....	Page 9
General Provisions .....	Page 10
Surgical Schedule .....	Page 12
Riders, Endorsements, Amendments, if any .....	Attached
Application .....	Attached

## DEFINITIONS

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

The person named as the “Insured” on the Policy Schedule of this Policy is the Policyowner. In this Policy, We, Our, or Us refers to Equitable Life & Casualty Insurance Company.

### **YOU, YOUR, YOURSELF, COVERED PERSON:**

- if this is Individual coverage, only the Insured;
- if this is Single Parent coverage, the Insured and the Insured’s children; and,
- if this is Family coverage, the Insured and the Insured’s spouse and children.

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, minor foster children from the moment of placement in the residence, or a child placed with the Insured for adoption from the moment of placement in the residence, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- younger than 21, or younger than 26 (the Limiting Age) if they are a full-time student in a licensed or accredited school.

The definition of “full-time student” is based on the criteria for “full-time student” in the school where the student is enrolled. 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. Thereafter, such proof must be provided at Our request, but not more frequently than annually.

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.

**ACTUAL CHARGES:** The billed amount for covered Losses.

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

**CALENDAR YEAR:** The period beginning January 1st and ending December 31st.

**CANCER:** 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 does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions. Clinical diagnosis of Cancer shall be accepted as evidence that Cancer exists in an Insured when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Cancer and the Insured received definitive treatment for Cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the Hospital for not less than 45 days before the date of death.

**DEFINITIVE CANCER TREATMENT:** 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 investigatively 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.

**DOCTOR/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.

**HOSPICE:** An organization which:

- is licensed by a government agency;
- provides palliative and supportive care to terminally ill persons and their families;
- provides this care on a short-term inpatient basis;
- is directed by a Physician and supervised by a registered Nurse; and,
- is classified as a Hospice by the National Hospice Organization.

A Hospice is not a/an:

- Hospital;
- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home or a home for the aged;
- sanatorium;
- rehabilitation center;
- place for the treatment of substance abuse; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as an acute-care Hospital;
- provides care of injured and sick people;
- is supervised by a Doctor;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate Nurse (RN);
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities; and,
- maintains permanent medical history records.

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.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents related to You by blood or marriage.

**LOSS:** Means a Specified Event for which We pay benefits under this Policy.

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

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

- licensed practical nurse (L.P.N.);
- licensed vocational nurse (L.V.N.); or
- registered graduate nurse (R.N.)

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

**PATHOLOGIST:** A Doctor, 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.

**PERIOD OF CONFINEMENT:** A period which begins at least 60 days after Your Effective Date of coverage, beginning on the first day of confinement and ending on the last day of confinement as an inpatient in a Hospital or Skilled Nursing/Extended Care Facility. 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 confinement as a new confinement.

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

**SKIN CANCER:** Basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

**SPECIFIED EVENT:** An event, such as a day of Hospital Confinement due to Cancer, that occurs while this Policy is in force and while all eligibility requirements are met.

**U.S. GOVERNMENT HOSPITAL:** A Hospital which:

- is operated by or for the United States Government; and,
- does not charge for its room, board and medical services.

## ELIGIBILITY FOR BENEFITS

**DIAGNOSIS:** 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 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. A pathological diagnosis of Cancer can be made before or after death.

**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 detrimental to Your health, when there is medical evidence to support the diagnosis, and when a Doctor 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. In the case of lung Cancer, We accept a cytology report in lieu of a pathology report.

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

- You have not been diagnosed with or treated for any Cancer during the first 60 days after the Effective Date of this policy;
- Cancer is first diagnosed while You are covered by this Policy;
- You incur a Loss due to Cancer while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

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.

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 45 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.

## BENEFITS

**OUR PROMISE TO PAY:** Subject to the terms, limitations and exclusions of this Policy, We will pay the following benefits for Loss due to Cancer or Definitive Cancer Treatment. Benefit amounts and some limitations are shown in the Benefit Schedule and the Surgical Schedule.

**FIRST OCCURRENCE BENEFIT:** We will pay the amount shown in the Benefit Schedule when You are diagnosed for the first time as having any internal Cancer. We will pay this benefit even when Cancer is not diagnosed until after death. This benefit is not payable for Skin Cancer.

This benefit is never payable if You have been diagnosed with or treated for internal Cancer before Your Effective Date of coverage under this Policy or prior to satisfying the 30-day eligibility requirement.

We will pay this benefit only once for each Covered Person. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.

**HOSPITAL CONFINEMENT BENEFIT (including U.S. Government Hospital):** We will pay this benefit for each day You are confined as an inpatient in a Hospital due to Cancer. This benefit will be calculated based on the number of days the Hospital charges 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 90 days or less are paid at the amount shown on the Benefit Schedule. Beginning with the 91st consecutive day We will pay the increased amount shown in the Benefit Schedule. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**EXCEPTION:** When Cancer treatment is received in a U.S. Government Hospital, We will pay this benefit while You are confined in lieu of all other benefits with the exception of the First Occurrence Express Payment, and the Transportation benefit.

**INPATIENT DRUG BENEFIT:** We will pay this benefit for drugs administered to You while confined as an inpatient in a Hospital due to Cancer. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. We will pay the Actual Charges made by the Hospital up to the daily limit shown in the Benefit Schedule for each day You receive drugs while confined as an inpatient, up to the number of days for which You receive benefits under the Hospital Confinement Benefit.

This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**INPATIENT PRIVATE NURSE BENEFIT:** We will pay the amount shown on the Benefit Schedule if You use the full-time services of a private Nurse while confined as an inpatient in a Hospital for Definitive Cancer Treatment. "Full-time" means at least eight-hour attendance during any 24 hour period. These services must be required and authorized by a Doctor for the treatment of Cancer and must be performed by a professional Nurse. Private nursing services must be other than those regularly furnished by the Hospital. We will not pay this benefit if the private Nurse is You or a member of Your Immediate Family.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for each day You receive such services, up to the number of days for which benefits were received under the Hospital Confinement Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay the Actual Charge not to exceed \$20 per day for the professional services of a Physician or Oncologist rendered to an Insured Person while he or she is confined in a Hospital for the treatment of Cancer. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Insured Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**SURGICAL PROCEDURE BENEFIT:** We will pay this benefit for Cancer surgery performed by a Doctor. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat Cancer. We will pay the amount shown in the Surgical Schedule for the surgical procedure performed. We will pay the amount shown in the Surgical Schedule for surgical biopsies resulting in a pathological diagnosis of Cancer.

If You have more than one surgical procedure performed at the same time through the same incision, We will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable.

If You have a surgical procedure performed which is not shown in the Surgical Schedule, We will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the procedure, We will pay no less than the smallest and no more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three Years of a mastectomy for which We paid a Surgical Procedure Benefit. We will pay Actual Charges up to the Surgical Procedure Benefit We paid for the mastectomy. If reconstructive surgery is performed the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit.

**ANESTHESIA BENEFIT:** We will pay this benefit if You receive anesthesia during Cancer surgery for which a Surgical Procedure Benefit is payable.

We will pay the actual charges up to 25% of the amount shown in the Surgical Schedule for the surgical procedure performed during which anesthesia was administered. We will pay actual charges up to 25% of the amount shown in the Surgical Schedule for anesthesia administered during a surgical biopsy resulting in a pathological diagnosis of Cancer.

If You have more than one Cancer surgical procedure performed at the same time, We will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a Cancer surgical procedure that is not listed in the Surgical Schedule, We will pay an Anesthesia Benefit equal to 25% of the amount We pay for such surgery. We will pay no less than 25% of the smallest and no more than 25% of the largest Anesthesia Benefit amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay this benefit if surgery is recommended due to the positive diagnosis of Cancer and You choose to obtain the opinion of a second Physician. If the second opinion fails to confirm the need for the recommended surgery, We will pay for a third Physician's opinion. You are not required to obtain a second or third opinion in order to receive the surgical or other benefits under this Policy. Should you choose to obtain a second or third opinion, such opinions must be rendered before surgery is performed. The Physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the Physician rendering the initial opinion.

We will pay Actual Charges for such opinions up to the amount shown in the Benefit Schedule. This benefit is not payable for second or third opinions related to Skin Cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay the amount shown in the Benefit Schedule for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for Definitive Cancer Treatment whether Hospital Confined or as out-patient treatment. We do pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay the amounts listed on the Benefit Schedule, subject to monthly 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. The Surgical/Anesthesia Benefit provides additional amounts payable for insertion and removal.
- 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 monthly maximum of five times the daily amount shown on the Benefit Schedule.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment and will only be paid through the appropriate surgery benefit;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount shown on the Benefit Schedule;
- self-injected medications are limited to the per drug amount shown on the Benefit Schedule and are subject to the combined monthly maximum listed in the Benefit Schedule;
- medications dispensed by pump or implant are limited to the per drug amount shown on the Benefit Schedule for each of the initial prescriptions and each refill, subject to the combined monthly maximum 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 the per drug amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum 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 the National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay this benefit for Your anti-nausea medication prescribed by a Physician while receiving radiation or chemotherapy for treatment of Cancer. We will not pay this benefit for medication prescribed and administered while You are an inpatient in a Hospital. The monthly maximum amount payable for each Covered Person is shown in the Benefit Schedule.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay this benefit for surgically implanted and non-surgically implanted breast prostheses prescribed by a Physician due to Cancer surgery for which You received benefits under this Policy. Non-surgically implanted removable breast prostheses are subject to the lifetime maximum amount shown on the Benefit Schedule.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for surgically implanted prostheses. The amount listed is the maximum payable per prosthesis for each Covered Person. Prostheses must be obtained within three years after the date of the Cancer surgery for which We paid a benefit.

**AMBULANCE BENEFIT:** We will pay this benefit if a licensed surface or air ambulance service transports You to or from a Hospital including transportation from one hospital to another, where You are confined as an inpatient due to Cancer. Any air ambulance service must be necessary to protect Your health and safety when other reasonable and customary travel methods are not available.

We will pay Actual Charges up to the amount shown in the Benefit Schedule. This benefit is limited to one charge per Period of Confinement. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**TRANSPORTATION BENEFIT:** We will pay this benefit if You must travel within the U.S. (including Alaska, Hawaii and Puerto Rico) more than 100 miles one-way from Your residence to:

- receive Definitive Cancer Treatment prescribed by Your local Physician that is not available within 100 miles one-way from Your residence; or,
- seek consultation about Your Cancer at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for Your coach class plane, train or bus fare on a regularly scheduled route. We will not pay the cost to charter a plane, train or bus. This Benefit is payable for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay this benefit for each day You receive inpatient Hospice care due to Cancer. You must be diagnosed by a Physician as terminally ill, no longer be receiving Definitive Cancer Treatment, and be expected to live six months or less.

We will pay the amount shown in the Benefit Schedule for each day You are confined to a Hospice for treatment or services.

We will not pay this benefit for any day You are confined in a Hospital or a skilled nursing/extended care facility.

### LIMITATIONS AND EXCLUSIONS

**CANCER POLICY ONLY:** Subject to the 30-day eligibility period, this Policy provides benefits only for Loss due to Cancer and Definitive Cancer Treatment. Proof must be submitted to support each claim.

Benefits are not payable for:

- any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring while this Policy is not in force; or,
- Losses occurring before or during the 30-day eligibility period. If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only provide benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Benefits paid for any one Covered Person shall not exceed the maximum benefits shown in the Benefit Schedule regardless of the number of Cancers.

### CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Home Office or to an authorized agent. The notice should include Your name, the Covered Person's name, and the Policy number.

**CLAIM FORMS:** When We receive Notice of Claim, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days after giving such notice, You can meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after the date of Loss. If it was not reasonably possible for You to give Us proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**PAYMENT OF BENEFITS:** All benefits will be paid to You or Your assignee. Any benefits unpaid at Your death may be paid to Your estate.

**TIMELY PAYMENT OF BENEFITS:** Benefits payable under this Policy will be paid as soon as We receive proper written Proof of Loss.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We may also require an autopsy where allowed by law. Either will be done at Our expense.

**CLAIM REVIEW:** If You believe that Our claim decision is in error, You may appeal Our decision and We will reconsider Your claim. Send Us a written request (no special form is required) explaining why, under the provisions of Your Policy, We should change Our decision. Your written request must be submitted within sixty (60) days of Your receipt of the Explanation of Benefits (EOB) of Your claim. You may authorize someone else to act for You in this process.

Your written request should include Your name, the Covered Person's name, the policy number, the names, addresses and phone numbers of any persons or organizations You believe We should contact to learn more about the claim under reconsideration, and any supporting documentation or records.

Once We have completed Our review, We will notify You in writing of Our decision. This notification will be sent to You no later than thirty (30) days after receipt of Your written request for appeal. We will pay any benefits that may then be due as a result of Our reconsideration. Should We require longer than thirty (30) days to make Our decision, We will notify You of the reasons for this delay. In any event, the delay will be no longer than an additional forty-five (45) days. Our final decision on Your appeal does not prevent You from taking further legal action.

## **GENERAL PROVISIONS**

**ENTIRE CONTRACT; CHANGES:** This Policy, with endorsements and any attached papers, is the entire contract between You and Us. No change in this Policy will be effective until it is approved by one of Our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**CONTROL OF POLICY:** In the event of Your death, Your Spouse, if covered, shall have the right to continue this Policy for all Covered Persons. A written request for continuation and the appropriate Premium, if applicable, must be sent to Us within 60 days of the Insured's death.

**TIME LIMIT ON CERTAIN DEFENSES:** No statements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred after 2 years from the Effective Date of this Policy. A copy of Your application is attached.

**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 or insured certain members of Your family under this Policy, Our only responsibility will be to refund any excess Premium paid.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such laws.

**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 Home Office.

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 fail to pay Your Premium by the end of the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** This policy has a 31-day Grace Period. This means if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period this policy will stay in force.

**CONSERVATION PERIOD:** You have an additional 15 days beyond the Grace Period to pay your premium. During this 15 day extension, this policy is not in force unless your premium is paid within this period. This policy will then be renewed with no lapse in coverage.

**ALTERNATE PAYOR:** An Alternate Payor is a person selected by You to receive a reminder of the renewal premium due if You have not paid it during the Grace Period. Your Alternate Payor is shown on the Policy Schedule.

**REINSTATEMENT:** If the renewal premium is not paid before the Grace Period ends or within the Conservation Period, this Policy will lapse. Later acceptance of premium by Us (or by an agent authorized to accept payment) without requiring an application for Reinstatement will Reinstatement this Policy. If We or Our agent require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be Reinstated as of the approval date. Lacking such approval this Policy will be Reinstated on the 45th day (30th day in New Mexico) after the date of the conditional receipt unless We have previously notified You, in writing, of Our disapproval.

The Reinstated Policy will provide benefits only for Loss resulting from Cancer positively diagnosed 10 days or more after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same after You have satisfied any provisions noted on or attached to the Reinstated Policy. Any premium accepted with a Reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of Reinstatement.

**REFUND OF UNEARNED PREMIUM:** We will refund that part of any premium paid which covers a period beyond the end of the Policy month of Your death.

**OTHER INSURANCE WITH US:** Your insurance under a like policy or policies with Us is limited to one such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all such other policies.

**LEGAL ACTION:** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after 3 years (5 years in Mississippi) after the time written Proof of Loss is required to be given.

### DEPENDENT COVERAGE

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

Newborn children are insured from the moment of live birth. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newborn child is covered from the moment of birth for 31 days. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 days after the child's birth and paying any required additional Premium.

A child placed for adoption after the Effective Date of this Policy will be covered from the moment of placement. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newly adopted 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 shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child. 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.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, or if coverage of a spouse terminates due to divorce or annulment, or if coverage of a child terminates due to the child becoming married or reaching the Limiting Age, such Covered Person may convert to a separate Policy without 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;
- any conditions excluded in this Policy are excluded in the converted Policy;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy;
- the effective date of the converted coverage will be the date coverage terminates under this Policy; and,
- a Covered Person who had internal Cancer diagnosed under this Policy will not be eligible for the First Occurrence Benefit in the converted Policy; and
- any Return of Premium Benefits will not be provided under the converted Policy, if such benefits were paid under this Policy.

Another 30-day eligibility 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. 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.

## SURGICAL SCHEDULE

If you have a surgical procedure performed which is not shown in this Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown.

SURGICAL PROCEDURE	PROCEDURE CODE	SURGICAL BENEFIT
<b>ABDOMEN</b>		
Abdominal paracentesis	49080	\$100
Excision of intra-abdominal or retroperitoneal tumor	49200	\$420
Staging celiotomy (Hodgkin's or Lymphoma)	49220	\$660
<b>BLADDER</b>		
Cystotomy for excision of bladder tumor	51530	\$328
Cystectomy, complete; with bilateral pelvic lymphadenectomy	51575	\$1,125
Cystectomy, complete; with ureteroileal conduit or sigmoid bladder, including bowel anastomosis	51590	\$1,575
With bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	51595	\$2,000
Pelvic exenteration, complete, for vesical, prostatic or urethral malignancy, with removal of bladder and ureteral transplantation	51597	\$1,680
Cystourethroscopy with biopsy	52204	\$100
Cystourethroscopy, with fulguration and/or resection of medium tumor(s) (2.0 - 5.0 cm)	52235	\$263
<b>BONE</b>		
Biopsy, bone, trocar or needle; superficial	20220	\$135
Radical resection of sternum for tumor with mediastinal lymphadenectomy	21632	\$1,918
<b>BRAIN</b>		
Craniectomy for tumor of skull	61500	\$592
Excision brain tumor, supratentorial	61510	\$767
Excision brain tumor, infratentorial or posterior fossa	61518	\$854
Cerebellopontine angle tumor	61520	\$1,096
Midline tumor at base of skull	61521	\$1,645
Excision of craniopharyngioma	61545	\$2,000
Hypophysectomy, intracranial approach	61546	\$815
<b>BREAST</b>		
Biopsy of breast, incisional (separate procedure)	19101	\$100
Excision of malignant tumor	19120	\$150
Mastectomy, partial	19160	\$180
Mastectomy, simple, complete	19180	\$312
Mastectomy, radical including pectoral muscles, axillary and internal mammary lymph nodes	19220	\$780
Mastectomy, modified radical, including axillary lymph nodes and pectoralis minor muscle, but excluding pectoralis major muscle	19240	\$570
Excision of chest wall tumor involving ribs, with plastic reconstruction; with mediastinal lymphadenectomy	19272	\$1,438
<b>CHEST</b>		
Bronchoscopy with biopsy	31625	\$174
Thoracentesis for biopsy	32000	\$135
Biopsy, lung or mediastinum, percutaneous needle	32405	\$135
Pneumonectomy, total	32440	\$1,027
Lobectomy, total or segmental	32480	\$810
Excision of mediastinal tumor	39220	\$546

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>EAR</b>		
Excision, external ear, partial	69110	\$180
Radical excision, external auditory canal lesion with neck dissection	69155	\$705
Excision aural glomus tumor; transcanal	69550	\$618
Transmastoid	69551	\$1,058
Extended (extratemporal)	69554	\$1,975
<b>ESOPHAGUS</b>		
Excision local lesion with primary repair; cervical approach	43100	\$450
Thoracic approach	43101	\$660
Wide excision of malignant lesion of cervical esophagus	43105	\$720
With radical neck dissection	43106	\$1,096
Esophagectomy (at upper two-thirds level) and gastric anastomosis with vagotomy	43110	\$840
Esophagogastrectomy (lower third) and vagotomy, combined thoracicoabdominal	43120	\$1,041
<b>EYE</b>		
Enucleation of eye	65101	\$375
Exenteration of orbit	65110	\$600
Orbitotomy with removal of lesion	67412	\$600
<b>HEART</b>		
Pericardiectomy	33100	\$800
Excision intracardiac tumor, resection with bypass	33120	\$2,000
<b>INTESTINES</b>		
Colectomy, partial; with anastomosis	44140	\$555
With coloproctostomy	44145	\$639
Colectomy, total, abdominal with ileostomy or ileoproctostomy	44150	\$750
With rectal mucosectomy, ileoanal anastomosis	44153	\$2,000
With proctectomy	44155	\$1,027
Small intestine, enteroscopy beyond second portion of duodenum, with biopsy	44361	\$156
Proctectomy, complete, combined abdominoperineal	45110	\$840
Proctosigmoidoscopy with biopsy	45305	\$135
Colonoscopy, fiberoptic, beyond splenic flexure; with biopsy	45380	\$225
<b>KIDNEY</b>		
Renal biopsy		
Percutaneous, by trocar or needle	50200	\$135
By surgical exposure of kidney	50205	\$240
Nephrectomy, radical, with regional lymphadenectomy	50230	\$1,113
Partial	50240	\$720
<b>LIVER</b>		
Needle biopsy, percutaneous	47000	\$135
Wedge biopsy (independent procedure)	47100	\$300
Hepatectomy, partial lobectomy	47120	\$870
<b>LYMPHATIC SYSTEM</b>		
Biopsy or excision of cervical lymph node; deep	38510	\$135
Cervical lymphadenectomy (complete)	38720	\$630

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>MOUTH</b>		
Excision of lip; transverse wedge excision with primary closure	40510	\$225
Hemiglossectomy	41130	\$330
Glossectomy		
Partial, with unilateral radical neck dissection	41135	\$660
Total, with unilateral radical neck dissection	41145	\$840
With resection, floor of mouth, mandibular resection and radical neck dissection (commando type)	41155	\$1,027
Resection, palate	42120	\$660
<b>OVARY</b>		
Wedge resection or bisection	58920	\$330
<b>PANCREAS</b>		
Excisional biopsy (independent procedure)	48100	\$450
Pancreatectomy with pancreaticoduodenectomy and pancreaticojejunostomy	48150	\$1,438
<b>PAROTID</b>		
Excision parotid tumor, lateral lobe, without nerve dissection	42410	\$186
Total, with unilateral radical neck dissection	42426	\$840
<b>PELVIS</b>		
Radical resection for tumor	27075	\$500
Innominate bone (total)	27077	\$2,000
<b>PENIS</b>		
Amputation, partial	54120	\$300
Complete	54125	\$600
Radical with bilateral inguofemoral lymphadenectomy	54130	\$840
<b>PROSTATE</b>		
Biopsy, needle or punch, single or multiple, any approach	55700	\$135
Transurethral resection of prostate	52601	\$600
Prostatectomy, retropubic radical; with bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	55845	\$1,438
<b>SINUS</b>		
Maxillectomy with orbital exenteration	31230	\$840
<b>SKIN</b>		
Excision of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	11602	\$100
On scalp, neck, hands, feet or genitalia	11622	\$100
On face, ears, eyelids, nose or lips	11642	\$125
Destruction of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	17262	\$100
On scalp, neck, hands, feet or genitalia	17272	\$100
On face, ears, eyelids, nose or lips	17282	\$100
<b>SPINE</b>		
Resection tumor, radical, soft tissue of flank or back	21935	\$328
Partial resection of vertebral component for cervical tumor	22105	\$263
Biopsy of spinal cord, percutaneous needle	62269	\$368
Laminectomy for biopsy/excision of intraspinal neoplasm;		
Extradural, cervical	63275	\$1,400
Intradural, intramedullary, thoracic	63286	\$2,000

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>STOMACH</b>		
Gastric biopsy by laparotomy	43605	\$405
Local excision of tumor	43610	\$450
Total gastrectomy including intestinal anastomosis	43620	\$840
Hemigastrectomy with vagotomy	43635	\$690
<b>TESTIS</b>		
Biopsy, incisional (independent procedure)	54505	\$135
Orchiectomy, radical, for tumor, inguinal approach	54530	\$285
With abdominal exploration	54535	\$375
<b>THROAT</b>		
Laryngectomy, total, without radical neck dissection	31360	\$750
With radical neck dissection	31365	\$1,479
Pharyngolaryngectomy with radical neck dissection	31390	\$1,062
Laryngoscopy, direct, operative, with biopsy	31535	\$180
<b>THYROID</b>		
Thyroidectomy for malignancy	60252	\$780
With radical neck dissection	60254	\$870
<b>UTERUS</b>		
Colposcopy with biopsy	57454	\$100
Dilation and curettage with biopsy	58120	\$100
Radical abdominal hysterectomy, with bilateral total pelvic and limited para-aortic lymphadenectomy	58210	\$1,438
<b>URINARY</b>		
Ureterectomy, with bladder cuff (independent procedure)	50650	\$600
Total, ectopic ureter; combination abdominal, vaginal and/or perineal approach	50660	\$840
Ureteral endoscopy with biopsy	50974	\$135
<b>VULVA</b>		
Vulvectomy, complete	56625	\$465
Radical	56630	\$660
With inguinofemoral, iliac, and pelvic lymphadenectomy	56640	\$1,130

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary

**Equitable Life & Casualty**  
**3 Triad Center**  
**Salt Lake City, Utah 84180-1200**  
**1-800-352-5150**

**OUTLINE OF COVERAGE**  
**SPECIFIED DISEASE COVERAGE**  
**CANCER POLICY**  
**Policy Form 571**

This IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from the company.

**(1) THIS POLICY PROVIDES LIMITED BENEFITS.** This is a supplement to health insurance. Benefits provided are supplemental and are not intended to cover all medical expenses. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

**(2) 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!**

**(3) SPECIFIED DISEASE COVERAGE – CANCER ONLY:** Policies of this category are designed to provide coverage for specific losses resulting from cancer. Coverage is provided by the benefits outlined in Section 4, below; the benefits described in Section 4 may be limited by the limitations contained in Section 5.

**(4) BENEFITS PROVIDED UNDER THE POLICY:**

**FIRST OCCURRENCE BENEFIT:** We will pay **\$1000** when a covered person is diagnosed for the first time as having any internal cancer, even when cancer is not diagnosed until after death. This benefit is payable only once for any covered

person. This benefit is NOT payable if you have been diagnosed or treated for internal cancer before your effective date of coverage or prior to satisfying the 30-day eligibility requirement. We will not pay this benefit for skin cancer.

**HOSPITAL CONFINEMENT BENEFIT** (including U.S. Government Hospital): We will pay **\$100** for each of the first 90 days you are confined as an inpatient to a hospital due to cancer. Beginning with the 91st consecutive day, the daily benefit will be **\$250**. A “day” means a 24-hour period. This benefit will be calculated based on the number of days the hospital charges you for room and board. Separate confinements within 30 days of each other are considered the same period of confinement.

**Exception:** If you are confined to a U.S. Government Hospital, we will pay this benefit while you are so confined in lieu of all other benefits with the exception of the First Occurrence and Transportation Benefits.

**INPATIENT DRUGS BENEFIT:** We will pay actual charges up to **\$20** each day for drugs administered to you while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay actual charges up to **\$20** each day you use the services of an attending physician while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. An attending physician is a doctor, other than your surgeon, who performs cancer treatment services for you while you are confined and charges you for those services.

**SURGICAL PROCEDURE BENEFIT:** We will pay **\$100 to \$2,000** for your cancer surgery performed by a doctor based on the Surgical Schedule in your Policy, including surgical biopsies resulting in a pathological diagnosis of cancer. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat cancer.

If you have more than one surgical procedure performed at the same time through the same incision, we will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable. If you have a surgical procedure performed which is not in the Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the surgical procedures, we will pay no less than the smallest or more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three years of a mastectomy for which we paid a Surgical Procedure Benefit. We will pay actual charges up to the Surgical Procedure Benefit we paid for the mastectomy.

**ANESTHESIA BENEFIT:** We will pay the actual charge incurred up to **25%** of the amount allowed per person as outlined in the Surgical Schedule.

If you have more than one cancer surgical procedure performed at the same time, we will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a cancer surgical procedure that is not listed in the Surgical Schedule, we will pay a benefit amount equal to **25%** of the amount we pay for such surgery. We will pay no less than **25%** of the smallest and no more than **25%** of the largest amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay actual charges up to **\$100** for a second surgical opinion if surgery is recom-

mended due to the positive diagnosis of cancer and you choose to obtain a second physician's opinion. If the second opinion fails to confirm the need for the recommended surgery, we will pay for a third physician's opinion. Second or third opinions must be rendered before surgery is performed. The physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the physician rendering the initial opinion. This benefit is not payable for second or third opinions related to skin cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay **\$40** for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for definitive cancer treatment. We will pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION/CHEMOTHERAPY BENEFIT:** We will pay actual charges up to **\$100** 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 actual charges up to **\$100** per filled prescription with a monthly maximum of **\$500**.

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 and will only be paid through the appropriate surgery benefit. 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.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay actual charges up to **\$50** each calendar month for anti-nausea drugs prescribed by a doctor while receiving radiation or chemotherapy for the treatment of cancer.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay actual charges up to **\$1,000** for each surgically implanted breast prostheses. Non-surgically implanted breast prostheses are limited to the actual charges up to **\$250** lifetime maximum for each covered person. All prostheses must be prescribed by a doctor and obtained within three years of the date of the cancer surgery or treatment for which we paid a benefit under the Policy.

**AMBULANCE BENEFIT:** We will pay actual charges up to **\$50** for each confinement to a hospital due to cancer. Any air ambulance service must be necessary to protect your health and safety when other reasonable and customary travel methods are not available.

Separate confinements within 30 days of each other are considered the same period of confinement.

**TRANSPORTATION BENEFIT:** We will pay actual charges up to **\$250** for each confinement for one-way trip for your coach class plane, train or bus fare for travel within the U.S. more than 100 miles one-way from your residence to receive definitive cancer treatments prescribed by your local physician that are not available within 100 miles one-way from your residence, or for consultation at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute. This benefit pays for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay **\$50** each day you receive inpatient Hospice care due to cancer. You must be diagnosed as terminally ill, no longer be receiving definitive cancer treatment, and be expected to live six months or less.

We will not pay this benefit for any day you are confined to a Hospital or a skilled nursing/extended care facility. This benefit is in lieu of all other benefits of the policy.

### (5) LIMITATIONS AND EXCLUSIONS

Subject to the 30-day eligibility period, your Policy provides benefits only for loss due to cancer and definitive cancer treatment.

Benefits are not payable for:

- Any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring before or during the 30-day eligibility period;
- Losses occurring while the Policy is not in force; or,
- If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only pay benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Cancer must be pathologically diagnosed; however, we will accept a clinical diagnosis when a pathological diagnosis is detrimental to your health.

Hospitalization for cancer must begin at least 30 days after your effective date of coverage. If cancer is first diagnosed while you are hospitalized, you will be eligible for benefits retroactively to the date you were admitted to the hospital, but not for more than 30 days prior to the date of diagnosis. If skin cancer is diagnosed while you are hospitalized, 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 hospitalization ending in your death, but not for more than 30 days prior to the date of your death. A "hospital" is not a bed, unit or a facility that functions as: a skilled nursing facility; a nursing home; an extended care facility; a convalescent home; a rest home or a home for the aged; a sanatorium;

a rehabilitation center; a place primarily providing care for alcoholics or drug addicts; or a facility for the care and treatment of mental diseases or mental disorders.

### **(6) 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, and not during the eligibility period or during a lapse in coverage.
3. determine if any Policy exclusions exist for the claim.

**(7) RENEWABILITY OF THIS POLICY:** The Policy is continuously renewed during the Insured's lifetime by the payment of premiums when due.

**(8) PREMIUM:** Your initial premium depends on the optional benefits you selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

### **(9) OPTIONAL RIDERS AVAILABLE:**

#### **RETURN OF PREMIUM BENEFIT:**

The company will return a percentage of premiums paid under the following circumstances:

1. If the policy lapses, for any reason, after the end of the 15th policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
2. If the insured dies after the 5th policy anniversary and before the 15th policy anniversary, 50% of the premiums, minus any claims paid, will be returned.

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

PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.

SERFF Tracking Number: ELCC-125439308 State: Arkansas  
 Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 38575  
 Company Tracking Number: 571 AR  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: CancerCare Plus  
 Project Name/Number: 571 AR/571 AR

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Cancer Insurance Policy	03/31/2008	571_ar.pdf
No original date	Form	Outline of Coverage	03/31/2008	OLC 571.pdf
No original date	Form	Cancer Insurance Policy	04/03/2009	571_ar.pdf
No original date	Form	Cancer Insurance Policy	05/22/2008	571_ar.pdf
No original date	Form	Outline of Coverage	04/03/2009	OLC-571_ar.pdf
No original date	Form	Outline of Coverage	05/22/2008	OLC-571-R_ar.pdf

3 Triad Center, Salt Lake City, Utah 84180-1200  
1-800-352-5150

## CANCER INSURANCE POLICY

**THIS IS A LIMITED BENEFIT POLICY – PLEASE READ CAREFULLY. THIS IS A SPECIFIED DISEASE POLICY LIMITED TO CANCER COVERAGE ONLY. NO BENEFITS ARE PAYABLE FOR LOSS FROM ANY OTHER CAUSE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If a Covered Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” that You received from Us.**

This Policy is a legal contract between You, named as the Insured in the Policy Schedule, and Us. We promise to pay the benefits provided in this Policy for covered losses that are incurred by You and any dependents (if covered) while this Policy is in force. All benefits are subject to the definitions, limitations, exclusions and all other provisions of this Policy. All benefits are also subject to the provisions of any endorsement which may be attached.

**ELIGIBILITY PERIOD:** This Policy contains a 60-day eligibility requirement. If a Covered Person is diagnosed with or treated for internal Cancer during the first 60 days of coverage under this Policy, benefits will only be provided for Loss commencing 12 months after the Covered Person’s Effective Date of coverage. If a Covered Person is diagnosed with Cancer during the first 60 days of coverage, You may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**CONSIDERATION:** In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. **Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see General Provisions). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life and Casualty, # 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free at 1-800-352-5150.**

**THIRTY-DAY RIGHT TO EXAMINE THIS POLICY:** If for any reason You are not satisfied with this Policy, return it to Us or to the agent who sold it to You within 30 days after you receive it. We will refund all premiums paid and consider the policy never to have been issued.

**POLICY RENEWAL CONDITIONS – YOUR POLICY IS GUARANTEED RENEWABLE:** This means you have the right to continue your policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that in the future we may increase premiums. Your premiums are guaranteed for your first year of coverage. Thereafter, we may change the renewal premium for your policy, but only if we change them for all policies like yours in your state on a premium class basis. A premium class is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. You will be notified at least 31 days before any premium change. Your premium will not increase due to a change in your individual age or your specific health.

**EFFECTIVE DATE:** Coverage under this Policy begins at 12:01 a.m. Standard Time at Your residence on the Effective Date shown in the Policy Schedule. It ends, subject to the Grace Period, at 12:01 a.m. on the date any renewal premium is due and not paid.

IN WITNESS WHEREOF, We have caused the Policy to be signed by Our President and Secretary.



President



Secretary

**CAUTION – READ CAREFULLY! No benefits will be provided during the first 12 months of the policy for Cancer diagnosed before the 60th day after the Effective Date shown in the policy schedule.**

## POLICY SCHEDULE

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
{Insured Children	see attached application)	Effective Date:	12/1/07
{Insured Children	see attached application)	First Renewal Date:	12/1/08
{Alternate Payor:	Bob Smith}	Policy Anniversary:	December 1

## RENEWAL PREMIUMS\*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
{Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX}
<b>TOTAL:</b>	<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	<b>\$XXX.XX</b>	<b>\$XXX.XX</b>

## Benefit Schedule

This is a summary of benefits for each Covered Person. Please read your entire Policy for further explanations and limitations.

First Occurrence Benefit Each Covered Person .....	\$1,000
Hospital Confinement	
Days 1-90 .....	\$100/day
Days 91+ .....	\$250/day
Inpatient Drugs .....	up to \$20/day
Attending Physician .....	Actual Charges up to \$20/day
Inpatient Private Nurse .....	Actual Charges up to \$50/day
Surgical Procedure .....	See attached Surgical Schedule
Reconstructive Breast Surgery .....	Actual charges up to amount paid for mastectomy
Anesthesia Benefit .....	25% of Surgery Payment
Second and Third Surgical Opinion .....	Actual charges up to \$100/opinion
Blood and Plasma .....	\$40/unit
Radiation/Chemotherapy	
Radiation therapy .....	Actual Charges up to \$100/day - No monthly maximum
Chemotherapy injected by medical personnel .....	Actual Charges up to \$100/day - No monthly maximum
Other Chemotherapy	
Self-injected medications; medications dispensed by pump or implant; oral chemotherapy	
.....	Actual charges up to \$100/filled RX
.....	Combined monthly maximum: \$500
Anti-Nausea Medication .....	Actual charges up to \$50/Calendar Month
Breast Prosthesis	
Surgical .....	Actual charges up to \$1,000/prosthesis
Non-Surgical.....	Actual Charges up to \$250 <b>lifetime maximum</b> per Covered Person
Ambulance .....	Actual Charges up to \$50 per confinement
Transportation .....	Actual Charges up to \$250 (coach class plane, train or bus)
Hospice .....	\$50/day inpatient in lieu of all other benefits

## POLICY INDEX

Policy Schedule	Page 2
Benefit Schedule	Page 2
Definitions	Page 3
Eligibility for Benefits	Page 5
Benefits	Page 6
Limitations and Exclusions	Page 9
Claim Provisions	Page 9
General Provisions	Page 10
Surgical Schedule	Page 12
Riders, Endorsements, Amendments, if any	Attached
Application	Attached

## DEFINITIONS

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

The person named as the “Insured” on the Policy Schedule of this Policy is the Policyowner. In this Policy, We, Our, or Us refers to Equitable Life & Casualty Insurance Company.

### **YOU, YOUR, YOURSELF, COVERED PERSON:**

- if this is Individual coverage, only the Insured;
- if this is Single Parent coverage, the Insured and the Insured’s children; and,
- if this is Family coverage, the Insured and the Insured’s spouse and children.

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, minor foster children from the moment of placement in the residence, or a child placed with the Insured for adoption from the moment of placement in the residence, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- younger than 21, or younger than 26 (the Limiting Age) if they are a full-time student in a licensed or accredited school.

The definition of “full-time student” is based on the criteria for “full-time student” in the school where the student is enrolled. 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 no more than 31 days after the child reaches the Limiting Age. Thereafter, such proof must be provided at Our request, but not more frequently than annually.

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.

**ACTUAL CHARGES:** The billed amount for covered Losses.

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

**CALENDAR YEAR:** The period beginning January 1st and ending December 31st.

**CANCER:** 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 does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions. Clinical diagnosis of Cancer shall be accepted as evidence that Cancer exists in an Insured when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Cancer and the Insured received definitive treatment for Cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the Hospital for not less than 45 days before the date of death.

**DEFINITIVE CANCER TREATMENT:** 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 investigatively 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.

**DOCTOR/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.

**HOSPICE:** An organization which:

- is licensed by a government agency;
- provides palliative and supportive care to terminally ill persons and their families;
- provides this care on a short-term inpatient basis;
- is directed by a Physician and supervised by a registered Nurse; and,
- is classified as a Hospice by the National Hospice Organization.

A Hospice is not a/an:

- Hospital;
- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home or a home for the aged;
- sanatorium;
- rehabilitation center;
- place for the treatment of substance abuse; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as an acute-care Hospital;
- provides care of injured and sick people;
- is supervised by a Doctor;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate Nurse (RN);
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities; and,
- maintains permanent medical history records.

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.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents related to You by blood or marriage.

**LOSS:** Means a Specified Event for which We pay benefits under this Policy.

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

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

- licensed practical nurse (L.P.N.);
- licensed vocational nurse (L.V.N.); or
- registered graduate nurse (R.N.)

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

**PATHOLOGIST:** A Doctor, 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.

**PERIOD OF CONFINEMENT:** A period which begins at least 60 days after Your Effective Date of coverage, beginning on the first day of confinement and ending on the last day of confinement as an inpatient in a Hospital or Skilled Nursing/Extended Care Facility. 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 confinement as a new confinement.

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

**SKIN CANCER:** Basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

**SPECIFIED EVENT:** An event, such as a day of Hospital Confinement due to Cancer, that occurs while this Policy is in force and while all eligibility requirements are met.

**U.S. GOVERNMENT HOSPITAL:** A Hospital which:

- is operated by or for the United States Government; and,
- does not charge for its room, board and medical services.

## ELIGIBILITY FOR BENEFITS

**DIAGNOSIS:** 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 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. A pathological diagnosis of Cancer can be made before or after death.

**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 detrimental to Your health, when there is medical evidence to support the diagnosis, and when a Doctor 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. In the case of lung Cancer, We accept a cytology report in lieu of a pathology report.

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

- You have not been diagnosed with or treated for any Cancer during the first 60 days after the Effective Date of this policy;
- Cancer is first diagnosed while You are covered by this Policy;
- You incur a Loss due to Cancer while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

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.

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.

## BENEFITS

**OUR PROMISE TO PAY:** Subject to the terms, limitations and exclusions of this Policy, We will pay the following benefits for Loss due to Cancer or Definitive Cancer Treatment. Benefit amounts and some limitations are shown in the Benefit Schedule and the Surgical Schedule.

**FIRST OCCURRENCE BENEFIT:** We will pay the amount shown in the Benefit Schedule when You are diagnosed for the first time as having any internal Cancer. We will pay this benefit even when Cancer is not diagnosed until after death. This benefit is not payable for Skin Cancer.

This benefit is never payable if You have been diagnosed with or treated for internal Cancer before Your Effective Date of coverage under this Policy or prior to satisfying the 30-day eligibility requirement.

We will pay this benefit only once for each Covered Person. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.

**HOSPITAL CONFINEMENT BENEFIT (including U.S. Government Hospital):** We will pay this benefit for each day You are confined as an inpatient in a Hospital due to Cancer. This benefit will be calculated based on the number of days the Hospital charges 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 90 days or less are paid at the amount shown on the Benefit Schedule. Beginning with the 91st consecutive day We will pay the increased amount shown in the Benefit Schedule. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**EXCEPTION:** When Cancer treatment is received in a U.S. Government Hospital, We will pay this benefit while You are confined in lieu of all other benefits with the exception of the First Occurrence Express Payment, and the Transportation benefit.

**INPATIENT DRUG BENEFIT:** We will pay this benefit for drugs administered to You while confined as an inpatient in a Hospital due to Cancer. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. We will pay the Actual Charges made by the Hospital up to the daily limit shown in the Benefit Schedule for each day You receive drugs while confined as an inpatient, up to the number of days for which You receive benefits under the Hospital Confinement Benefit.

This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**INPATIENT PRIVATE NURSE BENEFIT:** We will pay the amount shown on the Benefit Schedule if You use the full-time services of a private Nurse while confined as an inpatient in a Hospital for Definitive Cancer Treatment. "Full-time" means at least eight-hour attendance during any 24 hour period. These services must be required and authorized by a Doctor for the treatment of Cancer and must be performed by a professional Nurse. Private nursing services must be other than those regularly furnished by the Hospital. We will not pay this benefit if the private Nurse is You or a member of Your Immediate Family.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for each day You receive such services, up to the number of days for which benefits were received under the Hospital Confinement Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay the Actual Charge not to exceed \$20 per day for the professional services of a Physician or Oncologist rendered to an Insured Person while he or she is confined in a Hospital for the treatment of Cancer. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Insured Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**SURGICAL PROCEDURE BENEFIT:** We will pay this benefit for Cancer surgery performed by a Doctor. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat Cancer. We will pay the amount shown in the Surgical Schedule for the surgical procedure performed. We will pay the amount shown in the Surgical Schedule for surgical biopsies resulting in a pathological diagnosis of Cancer.

If You have more than one surgical procedure performed at the same time through the same incision, We will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable.

If You have a surgical procedure performed which is not shown in the Surgical Schedule, We will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the procedure, We will pay no less than the smallest and no more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three Years of a mastectomy for which We paid a Surgical Procedure Benefit. We will pay Actual Charges up to the Surgical Procedure Benefit We paid for the mastectomy. If reconstructive surgery is performed the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit.

**ANESTHESIA BENEFIT:** We will pay this benefit if You receive anesthesia during Cancer surgery for which a Surgical Procedure Benefit is payable.

We will pay the actual charges up to 25% of the amount shown in the Surgical Schedule for the surgical procedure performed during which anesthesia was administered. We will pay actual charges up to 25% of the amount shown in the Surgical Schedule for anesthesia administered during a surgical biopsy resulting in a pathological diagnosis of Cancer.

If You have more than one Cancer surgical procedure performed at the same time, We will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a Cancer surgical procedure that is not listed in the Surgical Schedule, We will pay an Anesthesia Benefit equal to 25% of the amount We pay for such surgery. We will pay no less than 25% of the smallest and no more than 25% of the largest Anesthesia Benefit amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay this benefit if surgery is recommended due to the positive diagnosis of Cancer and You choose to obtain the opinion of a second Physician. If the second opinion fails to confirm the need for the recommended surgery, We will pay for a third Physician's opinion. You are not required to obtain a second or third opinion in order to receive the surgical or other benefits under this Policy. Should you choose to obtain a second or third opinion, such opinions must be rendered before surgery is performed. The Physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the Physician rendering the initial opinion.

We will pay Actual Charges for such opinions up to the amount shown in the Benefit Schedule. This benefit is not payable for second or third opinions related to Skin Cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay the amount shown in the Benefit Schedule for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for Definitive Cancer Treatment whether Hospital Confined or as out-patient treatment. We do pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay the amounts listed on the Benefit Schedule, subject to monthly 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. The Surgical/Anesthesia Benefit provides additional amounts payable for insertion and removal.
- 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 monthly maximum of five times the daily amount shown on the Benefit Schedule.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment and will only be paid through the appropriate surgery benefit;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount shown on the Benefit Schedule;
- self-injected medications are limited to the per drug amount shown on the Benefit Schedule and are subject to the combined monthly maximum listed in the Benefit Schedule;
- medications dispensed by pump or implant are limited to the per drug amount shown on the Benefit Schedule for each of the initial prescriptions and each refill, subject to the combined monthly maximum 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 the per drug amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum 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 the National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay this benefit for Your anti-nausea medication prescribed by a Physician while receiving radiation or chemotherapy for treatment of Cancer. We will not pay this benefit for medication prescribed and administered while You are an inpatient in a Hospital. The monthly maximum amount payable for each Covered Person is shown in the Benefit Schedule.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay this benefit for surgically implanted and non-surgically implanted breast prostheses prescribed by a Physician due to Cancer surgery for which You received benefits under this Policy. Non-surgically implanted removable breast prostheses are subject to the lifetime maximum amount shown on the Benefit Schedule.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for surgically implanted prostheses. The amount listed is the maximum payable per prosthesis for each Covered Person. Prostheses must be obtained within three years after the date of the Cancer surgery for which We paid a benefit.

**AMBULANCE BENEFIT:** We will pay this benefit if a licensed surface or air ambulance service transports You to or from a Hospital including transportation from one hospital to another, where You are confined as an inpatient due to Cancer. Any air ambulance service must be necessary to protect Your health and safety when other reasonable and customary travel methods are not available.

We will pay Actual Charges up to the amount shown in the Benefit Schedule. This benefit is limited to one charge per Period of Confinement. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**TRANSPORTATION BENEFIT:** We will pay this benefit if You must travel within the U.S. (including Alaska, Hawaii and Puerto Rico) more than 100 miles one-way from Your residence to:

- receive Definitive Cancer Treatment prescribed by Your local Physician that is not available within 100 miles one-way from Your residence; or,
- seek consultation about Your Cancer at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for Your coach class plane, train or bus fare on a regularly scheduled route. We will not pay the cost to charter a plane, train or bus. This Benefit is payable for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay this benefit for each day You receive inpatient Hospice care due to Cancer. You must be diagnosed by a Physician as terminally ill, no longer be receiving Definitive Cancer Treatment, and be expected to live six months or less.

We will pay the amount shown in the Benefit Schedule for each day You are confined to a Hospice for treatment or services.

We will not pay this benefit for any day You are confined in a Hospital or a skilled nursing/extended care facility.

### **LIMITATIONS AND EXCLUSIONS**

**CANCER POLICY ONLY:** Subject to the 60-day eligibility period, this Policy provides benefits only for Loss due to Cancer and Definitive Cancer Treatment. Proof must be submitted to support each claim.

Benefits are not payable for:

- any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment;
- Losses occurring while this Policy is not in force; or,
- Losses occurring before or during the 60-day eligibility period. If any Cancer is first diagnosed during the first 60 days after Your Effective Date of coverage, We will only provide benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Benefits paid for any one Covered Person shall not exceed the maximum benefits shown in the Benefit Schedule regardless of the number of Cancers.

### **CLAIM PROVISIONS**

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Home Office or to an authorized agent. The notice should include Your name, the Covered Person's name, and the Policy number.

**CLAIM FORMS:** When We receive Notice of Claim, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days after giving such notice, You can meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after the date of Loss. If it was not reasonably possible for You to give Us proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**PAYMENT OF BENEFITS:** All benefits will be paid to You or Your assignee. Any benefits unpaid at Your death may be paid to Your estate.

**TIMELY PAYMENT OF BENEFITS:** Benefits payable under this Policy will be paid as soon as We receive proper written Proof of Loss.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We may also require an autopsy where allowed by law. Either will be done at Our expense.

**CLAIM REVIEW:** If You believe that Our claim decision is in error, You may appeal Our decision and We will reconsider Your claim. Send Us a written request (no special form is required) explaining why, under the provisions of Your Policy, We should change Our decision. Your written request must be submitted within sixty (60) days of Your receipt of the Explanation of Benefits (EOB) of Your claim. You may authorize someone else to act for You in this process.

Your written request should include Your name, the Covered Person's name, the policy number, the names, addresses and phone numbers of any persons or organizations You believe We should contact to learn more about the claim under reconsideration, and any supporting documentation or records.

Once We have completed Our review, We will notify You in writing of Our decision. This notification will be sent to You no later than thirty (30) days after receipt of Your written request for appeal. We will pay any benefits that may then be due as a result of Our reconsideration. Should We require longer than thirty (30) days to make Our decision, We will notify You of the reasons for this delay. In any event, the delay will be no longer than an additional forty-five (45) days. Our final decision on Your appeal does not prevent You from taking further legal action.

## **GENERAL PROVISIONS**

**ENTIRE CONTRACT; CHANGES:** This Policy, with endorsements and any attached papers, is the entire contract between You and Us. No change in this Policy will be effective until it is approved by one of Our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**CONTROL OF POLICY:** In the event of Your death, Your Spouse, if covered, shall have the right to continue this Policy for all Covered Persons. A written request for continuation and the appropriate Premium, if applicable, must be sent to Us within 60 days of the Insured's death.

**TIME LIMIT ON CERTAIN DEFENSES:** No statements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred after 2 years from the Effective Date of this Policy. A copy of Your application is attached.

**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 or insured certain members of Your family under this Policy, Our only responsibility will be to refund any excess Premium paid.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such laws.

**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 Home Office.

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 fail to pay Your Premium by the end of the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** This policy has a 31-day Grace Period. This means if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period this policy will stay in force.

**CONSERVATION PERIOD:** You have an additional 15 days beyond the Grace Period to pay your premium. During this 15 day extension, this policy is not in force unless your premium is paid within this period. This policy will then be renewed with no lapse in coverage.

**ALTERNATE PAYOR:** An Alternate Payor is a person selected by You to receive a reminder of the renewal premium due if You have not paid it during the Grace Period. Your Alternate Payor is shown on the Policy Schedule.

**REINSTATEMENT:** If the renewal premium is not paid before the Grace Period ends or within the Conservation Period, this Policy will lapse. Later acceptance of premium by Us (or by an agent authorized to accept payment) without requiring an application for Reinstatement will Reinstatement this Policy. If We or Our agent require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be Reinstated as of the approval date. Lacking such approval this Policy will be Reinstated on the 45th day (30th day in New Mexico) after the date of the conditional receipt unless We have previously notified You, in writing, of Our disapproval.

The Reinstated Policy will provide benefits only for Loss resulting from Cancer positively diagnosed 10 days or more after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same after You have satisfied any provisions noted on or attached to the Reinstated Policy. Any premium accepted with a Reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of Reinstatement.

**REFUND OF UNEARNED PREMIUM:** We will refund that part of any premium paid which covers a period beyond the end of the Policy month of Your death.

**OTHER INSURANCE WITH US:** Your insurance under a like policy or policies with Us is limited to one such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all such other policies.

**LEGAL ACTION:** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after 3 years (5 years in Mississippi) after the time written Proof of Loss is required to be given.

### DEPENDENT COVERAGE

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

Newborn children are insured from the moment of live birth. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newborn child is covered from the moment of birth for 31 days. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 days after the child's birth and paying any required additional Premium.

A child placed for adoption after the Effective Date of this Policy will be covered from the moment of placement. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newly adopted child is covered for 31 days from the date of placement. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 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.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, or if coverage of a spouse terminates due to divorce or annulment, or if coverage of a child terminates due to the child becoming married or reaching the Limiting Age, such Covered Person may convert to a separate Policy without 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;
- any conditions excluded in this Policy are excluded in the converted Policy;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy;
- the effective date of the converted coverage will be the date coverage terminates under this Policy; and,
- a Covered Person who had internal Cancer diagnosed under this Policy will not be eligible for the First Occurrence Benefit in the converted Policy; and
- any Return of Premium Benefits will not be provided under the converted Policy, if such benefits were paid under this Policy.

Another 60-day eligibility 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. 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.

## SURGICAL SCHEDULE

If you have a surgical procedure performed which is not shown in this Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown.

SURGICAL PROCEDURE	PROCEDURE CODE	SURGICAL BENEFIT
<b>ABDOMEN</b>		
Abdominal paracentesis	49080	\$100
Excision of intra-abdominal or retroperitoneal tumor	49200	\$420
Staging celiotomy (Hodgkin's or Lymphoma)	49220	\$660
<b>BLADDER</b>		
Cystotomy for excision of bladder tumor	51530	\$328
Cystectomy, complete; with bilateral pelvic lymphadenectomy	51575	\$1,125
Cystectomy, complete; with ureteroileal conduit or sigmoid bladder, including bowel anastomosis	51590	\$1,575
With bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	51595	\$2,000
Pelvic exenteration, complete, for vesical, prostatic or urethral malignancy, with removal of bladder and ureteral transplantation	51597	\$1,680
Cystourethroscopy with biopsy	52204	\$100
Cystourethroscopy, with fulguration and/or resection of medium tumor(s) (2.0 - 5.0 cm)	52235	\$263
<b>BONE</b>		
Biopsy, bone, trocar or needle; superficial	20220	\$135
Radical resection of sternum for tumor with mediastinal lymphadenectomy	21632	\$1,918
<b>BRAIN</b>		
Craniectomy for tumor of skull	61500	\$592
Excision brain tumor, supratentorial	61510	\$767
Excision brain tumor, infratentorial or posterior fossa	61518	\$854
Cerebellopontine angle tumor	61520	\$1,096
Midline tumor at base of skull	61521	\$1,645
Excision of craniopharyngioma	61545	\$2,000
Hypophysectomy, intracranial approach	61546	\$815
<b>BREAST</b>		
Biopsy of breast, incisional (separate procedure)	19101	\$100
Excision of malignant tumor	19120	\$150
Mastectomy, partial	19160	\$180
Mastectomy, simple, complete	19180	\$312
Mastectomy, radical including pectoral muscles, axillary and internal mammary lymph nodes	19220	\$780
Mastectomy, modified radical, including axillary lymph nodes and pectoralis minor muscle, but excluding pectoralis major muscle	19240	\$570
Excision of chest wall tumor involving ribs, with plastic reconstruction; with mediastinal lymphadenectomy	19272	\$1,438
<b>CHEST</b>		
Bronchoscopy with biopsy	31625	\$174
Thoracentesis for biopsy	32000	\$135
Biopsy, lung or mediastinum, percutaneous needle	32405	\$135
Pneumonectomy, total	32440	\$1,027
Lobectomy, total or segmental	32480	\$810
Excision of mediastinal tumor	39220	\$546

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>EAR</b>		
Excision, external ear, partial	69110	\$180
Radical excision, external auditory canal lesion with neck dissection	69155	\$705
Excision aural glomus tumor; transcanal	69550	\$618
Transmastoid	69551	\$1,058
Extended (extratemporal)	69554	\$1,975
<b>ESOPHAGUS</b>		
Excision local lesion with primary repair; cervical approach	43100	\$450
Thoracic approach	43101	\$660
Wide excision of malignant lesion of cervical esophagus	43105	\$720
With radical neck dissection	43106	\$1,096
Esophagectomy (at upper two-thirds level) and gastric anastomosis with vagotomy	43110	\$840
Esophagogastrectomy (lower third) and vagotomy, combined thoracicoabdominal	43120	\$1,041
<b>EYE</b>		
Enucleation of eye	65101	\$375
Exenteration of orbit	65110	\$600
Orbitotomy with removal of lesion	67412	\$600
<b>HEART</b>		
Pericardiectomy	33100	\$800
Excision intracardiac tumor, resection with bypass	33120	\$2,000
<b>INTESTINES</b>		
Colectomy, partial; with anastomosis	44140	\$555
With coloproctostomy	44145	\$639
Colectomy, total, abdominal with ileostomy or ileoproctostomy	44150	\$750
With rectal mucosectomy, ileoanal anastomosis	44153	\$2,000
With proctectomy	44155	\$1,027
Small intestine, enteroscopy beyond second portion of duodenum, with biopsy	44361	\$156
Proctectomy, complete, combined abdominoperineal	45110	\$840
Proctosigmoidoscopy with biopsy	45305	\$135
Colonoscopy, fiberoptic, beyond splenic flexure; with biopsy	45380	\$225
<b>KIDNEY</b>		
Renal biopsy		
Percutaneous, by trocar or needle	50200	\$135
By surgical exposure of kidney	50205	\$240
Nephrectomy, radical, with regional lymphadenectomy	50230	\$1,113
Partial	50240	\$720
<b>LIVER</b>		
Needle biopsy, percutaneous	47000	\$135
Wedge biopsy (independent procedure)	47100	\$300
Hepatectomy, partial lobectomy	47120	\$870
<b>LYMPHATIC SYSTEM</b>		
Biopsy or excision of cervical lymph node; deep	38510	\$135
Cervical lymphadenectomy (complete)	38720	\$630

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>MOUTH</b>		
Excision of lip; transverse wedge excision with primary closure	40510	\$225
Hemiglossectomy	41130	\$330
Glossectomy		
Partial, with unilateral radical neck dissection	41135	\$660
Total, with unilateral radical neck dissection	41145	\$840
With resection, floor of mouth, mandibular resection and radical neck dissection (commando type)	41155	\$1,027
Resection, palate	42120	\$660
<b>OVARY</b>		
Wedge resection or bisection	58920	\$330
<b>PANCREAS</b>		
Excisional biopsy (independent procedure)	48100	\$450
Pancreatectomy with pancreaticoduodenectomy and pancreaticojejunostomy	48150	\$1,438
<b>PAROTID</b>		
Excision parotid tumor, lateral lobe, without nerve dissection	42410	\$186
Total, with unilateral radical neck dissection	42426	\$840
<b>PELVIS</b>		
Radical resection for tumor	27075	\$500
Innominate bone (total)	27077	\$2,000
<b>PENIS</b>		
Amputation, partial	54120	\$300
Complete	54125	\$600
Radical with bilateral inguofemoral lymphadenectomy	54130	\$840
<b>PROSTATE</b>		
Biopsy, needle or punch, single or multiple, any approach	55700	\$135
Transurethral resection of prostate	52601	\$600
Prostatectomy, retropubic radical; with bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	55845	\$1,438
<b>SINUS</b>		
Maxillectomy with orbital exenteration	31230	\$840
<b>SKIN</b>		
Excision of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	11602	\$100
On scalp, neck, hands, feet or genitalia	11622	\$100
On face, ears, eyelids, nose or lips	11642	\$125
Destruction of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	17262	\$100
On scalp, neck, hands, feet or genitalia	17272	\$100
On face, ears, eyelids, nose or lips	17282	\$100
<b>SPINE</b>		
Resection tumor, radical, soft tissue of flank or back	21935	\$328
Partial resection of vertebral component for cervical tumor	22105	\$263
Biopsy of spinal cord, percutaneous needle	62269	\$368
Laminectomy for biopsy/excision of intraspinal neoplasm;		
Extradural, cervical	63275	\$1,400
Intradural, intramedullary, thoracic	63286	\$2,000

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>STOMACH</b>		
Gastric biopsy by laparotomy	43605	\$405
Local excision of tumor	43610	\$450
Total gastrectomy including intestinal anastomosis	43620	\$840
Hemigastrectomy with vagotomy	43635	\$690
<b>TESTIS</b>		
Biopsy, incisional (independent procedure)	54505	\$135
Orchiectomy, radical, for tumor, inguinal approach	54530	\$285
With abdominal exploration	54535	\$375
<b>THROAT</b>		
Laryngectomy, total, without radical neck dissection	31360	\$750
With radical neck dissection	31365	\$1,479
Pharyngolaryngectomy with radical neck dissection	31390	\$1,062
Laryngoscopy, direct, operative, with biopsy	31535	\$180
<b>THYROID</b>		
Thyroidectomy for malignancy	60252	\$780
With radical neck dissection	60254	\$870
<b>UTERUS</b>		
Colposcopy with biopsy	57454	\$100
Dilation and curettage with biopsy	58120	\$100
Radical abdominal hysterectomy, with bilateral total pelvic and limited para-aortic lymphadenectomy	58210	\$1,438
<b>URINARY</b>		
Ureterectomy, with bladder cuff (independent procedure)	50650	\$600
Total, ectopic ureter; combination abdominal, vaginal and/or perineal approach	50660	\$840
Ureteral endoscopy with biopsy	50974	\$135
<b>VULVA</b>		
Vulvectomy, complete	56625	\$465
Radical	56630	\$660
With inguinofemoral, iliac, and pelvic lymphadenectomy	56640	\$1,130

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary

**Equitable Life & Casualty**  
**3 Triad Center**  
**Salt Lake City, Utah 84180-1200**  
**1-800-352-5150**

**OUTLINE OF COVERAGE**  
**SPECIFIED DISEASE COVERAGE**  
**CANCER POLICY**  
**Policy Form 571**

This IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from the company.

**(1) THIS POLICY PROVIDES LIMITED BENEFITS.** This is a supplement to health insurance. Benefits provided are supplemental and are not intended to cover all medical expenses. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

**(2) 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!**

**(3) SPECIFIED DISEASE COVERAGE – CANCER ONLY:** Policies of this category are designed to provide coverage for specific losses resulting from cancer. Coverage is provided by the benefits outlined in Section 4, below; the benefits described in Section 4 may be limited by the limitations contained in Section 5.

**(4) BENEFITS PROVIDED UNDER THE POLICY:**

**FIRST OCCURRENCE BENEFIT:** We will pay **\$1000** when a covered person is diagnosed for the first time as having any internal cancer, even when cancer is not diagnosed until after death. This benefit is payable only once for any covered

person. This benefit is NOT payable if you have been diagnosed or treated for internal cancer before your effective date of coverage or prior to satisfying the 60-day eligibility requirement. We will not pay this benefit for skin cancer.

**HOSPITAL CONFINEMENT BENEFIT** (including U.S. Government Hospital): We will pay **\$100** for each of the first 90 days you are confined as an inpatient to a hospital due to cancer. Beginning with the 91st consecutive day, the daily benefit will be **\$250**. A “day” means a 24-hour period. This benefit will be calculated based on the number of days the hospital charges you for room and board. Separate confinements within 30 days of each other are considered the same period of confinement.

**Exception:** If you are confined to a U.S. Government Hospital, we will pay this benefit while you are so confined in lieu of all other benefits with the exception of the First Occurrence and Transportation Benefits.

**INPATIENT DRUGS BENEFIT:** We will pay actual charges up to **\$20** each day for drugs administered to you while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay actual charges up to **\$20** each day you use the services of an attending physician while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. An attending physician is a doctor, other than your surgeon, who performs cancer treatment services for you while you are confined and charges you for those services.

**SURGICAL PROCEDURE BENEFIT:** We will pay **\$100 to \$2,000** for your cancer surgery performed by a doctor based on the Surgical Schedule in your Policy, including surgical biopsies resulting in a pathological diagnosis of cancer. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat cancer.

If you have more than one surgical procedure performed at the same time through the same incision, we will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable. If you have a surgical procedure performed which is not in the Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the surgical procedures, we will pay no less than the smallest or more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three years of a mastectomy for which we paid a Surgical Procedure Benefit. We will pay actual charges up to the Surgical Procedure Benefit we paid for the mastectomy.

**ANESTHESIA BENEFIT:** We will pay the actual charge incurred up to **25%** of the amount allowed per person as outlined in the Surgical Schedule.

If you have more than one cancer surgical procedure performed at the same time, we will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a cancer surgical procedure that is not listed in the Surgical Schedule, we will pay a benefit amount equal to **25%** of the amount we pay for such surgery. We will pay no less than **25%** of the smallest and no more than **25%** of the largest amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay actual charges up to **\$100** for a second surgical opinion if surgery is recom-

mended due to the positive diagnosis of cancer and you choose to obtain a second physician's opinion. If the second opinion fails to confirm the need for the recommended surgery, we will pay for a third physician's opinion. Second or third opinions must be rendered before surgery is performed. The physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the physician rendering the initial opinion. This benefit is not payable for second or third opinions related to skin cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay **\$40** for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for definitive cancer treatment. We will pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION/CHEMOTHERAPY BENEFIT:** We will pay actual charges up to **\$100** 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 actual charges up to **\$100** per filled prescription with a monthly maximum of **\$500**.

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 and will only be paid through the appropriate surgery benefit. 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.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay actual charges up to **\$50** each calendar month for anti-nausea drugs prescribed by a doctor while receiving radiation or chemotherapy for the treatment of cancer.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay actual charges up to **\$1,000** for each surgically implanted breast prostheses. Non-surgically implanted breast prostheses are limited to the actual charges up to **\$250** lifetime maximum for each covered person. All prostheses must be prescribed by a doctor and obtained within three years of the date of the cancer surgery or treatment for which we paid a benefit under the Policy.

**AMBULANCE BENEFIT:** We will pay actual charges up to **\$50** for each confinement to a hospital due to cancer. Any air ambulance service must be necessary to protect your health and safety when other reasonable and customary travel methods are not available.

Separate confinements within 30 days of each other are considered the same period of confinement.

**TRANSPORTATION BENEFIT:** We will pay actual charges up to **\$250** for each confinement for one-way trip for your coach class plane, train or bus fare for travel within the U.S. more than 100 miles one-way from your residence to receive definitive cancer treatments prescribed by your local physician that are not available within 100 miles one-way from your residence, or for consultation at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute. This benefit pays for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay **\$50** each day you receive inpatient Hospice care due to cancer. You must be diagnosed as terminally ill, no longer be receiving definitive cancer treatment, and be expected to live six months or less.

We will not pay this benefit for any day you are confined to a Hospital or a skilled nursing/extended care facility. This benefit is in lieu of all other benefits of the policy.

### (5) LIMITATIONS AND EXCLUSIONS

Subject to the 60-day eligibility period, your Policy provides benefits only for loss due to cancer and definitive cancer treatment.

Benefits are not payable for:

- Any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment;
- Losses occurring before or during the 60-day eligibility period;
- Losses occurring while the Policy is not in force; or,
- If any Cancer is first diagnosed during the first 60 days after Your Effective Date of coverage, We will only pay benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Cancer must be pathologically diagnosed; however, we will accept a clinical diagnosis when a pathological diagnosis is detrimental to your health.

Hospitalization for cancer must begin at least 30 days after your effective date of coverage. If cancer is first diagnosed while you are hospitalized, you will be eligible for benefits retroactively to the date you were admitted to the hospital, but not for more than 30 days prior to the date of diagnosis. If skin cancer is diagnosed while you are hospitalized, 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 hospitalization ending in your death, but not for more than 30 days prior to the date of your death. A "hospital" is not a bed, unit or a facility that functions as: a skilled nursing facility; a nursing home; an extended care facility; a convalescent home; a rest home or a home for the aged; a sanatorium;

a rehabilitation center; a place primarily providing care for alcoholics or drug addicts; or a facility for the care and treatment of mental diseases or mental disorders.

### **(6) 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, and not during the eligibility period or during a lapse in coverage.
3. determine if any Policy exclusions exist for the claim.

**(7) RENEWABILITY OF THIS POLICY:** The Policy is continuously renewed during the Insured's lifetime by the payment of premiums when due.

**(8) PREMIUM:** Your initial premium depends on the optional benefits you selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

### **(9) OPTIONAL RIDERS AVAILABLE:**

#### **RETURN OF PREMIUM BENEFIT:**

The company will return a percentage of premiums paid under the following circumstances:

1. If the policy lapses, for any reason, after the end of the 15th policy anniversary, 80% of premiums, minus any claims paid, will be returned; or

2. If the insured dies after the 5th policy anniversary and before the 15th policy anniversary, 50% of the premiums, minus any claims paid, will be returned.

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

PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.

3 Triad Center, Salt Lake City, Utah 84180-1200  
1-800-352-5150

### CANCER INSURANCE POLICY

**THIS IS A LIMITED BENEFIT POLICY – PLEASE READ CAREFULLY. THIS IS A SPECIFIED DISEASE POLICY LIMITED TO CANCER COVERAGE ONLY. NO BENEFITS ARE PAYABLE FOR LOSS FROM ANY OTHER CAUSE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If a Covered Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” that You received from Us.**

This Policy is a legal contract between You, named as the Insured in the Policy Schedule, and Us. We promise to pay the benefits provided in this Policy for covered losses that are incurred by You and any dependents (if covered) while this Policy is in force. All benefits are subject to the definitions, limitations, exclusions and all other provisions of this Policy. All benefits are also subject to the provisions of any endorsement which may be attached.

**ELIGIBILITY PERIOD:** This Policy contains a 30-day eligibility requirement. If a Covered Person is diagnosed with or treated for internal Cancer during the first 30 days of coverage under this Policy, benefits will only be provided for Loss commencing 12 months after the Covered Person’s Effective Date of coverage. If a Covered Person is diagnosed with Cancer during the first 30 days of coverage, You may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**CONSIDERATION:** In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. **Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see General Provisions). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life and Casualty, # 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free at 1-800-352-5150.**

**THIRTY-DAY RIGHT TO EXAMINE THIS POLICY:** If for any reason You are not satisfied with this Policy, return it to Us or to the agent who sold it to You within 30 days after you receive it. We will refund all premiums paid and consider the policy never to have been issued.

**POLICY RENEWAL CONDITIONS – YOUR POLICY IS GUARANTEED RENEWABLE:** This means you have the right to continue your policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that in the future we may increase premiums. Your premiums are guaranteed for your first year of coverage. Thereafter, we may change the renewal premium for your policy, but only if we change them for all policies like yours in your state on a premium class basis. A premium class is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. You will be notified at least 31 days before any premium change. Your premium will not increase due to a change in your individual age or your specific health.

**EFFECTIVE DATE:** Coverage under this Policy begins at 12:01 a.m. Standard Time at Your residence on the Effective Date shown in the Policy Schedule. It ends, subject to the Grace Period, at 12:01 a.m. on the date any renewal premium is due and not paid.

IN WITNESS WHEREOF, We have caused the Policy to be signed by Our President and Secretary.



President



Secretary

**CAUTION – READ CAREFULLY! No benefits will be provided during the first 12 months of the policy for Cancer diagnosed before the 30th day after the Effective Date shown in the policy schedule.**

## POLICY SCHEDULE

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
{Insured Children	see attached application)	Effective Date:	12/1/07
{Insured Children	see attached application)	First Renewal Date:	12/1/08
{Alternate Payor:	Bob Smith}	Policy Anniversary:	December 1

### RENEWAL PREMIUMS\*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
{Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX}
<b>TOTAL:</b>	<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	<b>\$XXX.XX</b>	<b>\$XXX.XX</b>

### Benefit Schedule

This is a summary of benefits for each Covered Person. Please read your entire Policy for further explanations and limitations.

First Occurrence Benefit Each Covered Person .....	\$1,000
Hospital Confinement	
Days 1-90 .....	\$100/day
Days 91+ .....	\$250/day
Inpatient Drugs .....	up to \$20/day
Attending Physician .....	Actual Charges up to \$20/day
Inpatient Private Nurse .....	Actual Charges up to \$50/day
Surgical Procedure .....	See attached Surgical Schedule
Reconstructive Breast Surgery .....	Actual charges up to amount paid for mastectomy
Anesthesia Benefit .....	25% of Surgery Payment
Second and Third Surgical Opinion .....	Actual charges up to \$100/opinion
Blood and Plasma .....	\$40/unit
Radiation/Chemotherapy	
Radiation therapy .....	Actual Charges up to \$100/day - No monthly maximum
Chemotherapy injected by medical personnel .....	Actual Charges up to \$100/day - No monthly maximum
Other Chemotherapy	
Self-injected medications; medications dispensed by pump or implant; oral chemotherapy	
.....	Actual charges up to \$100/filled RX
.....	Combined monthly maximum: \$500
Anti-Nausea Medication .....	Actual charges up to \$50/Calendar Month
Breast Prosthesis	
Surgical .....	Actual charges up to \$1,000/prosthesis
Non-Surgical.....	Actual Charges up to \$250 <b>lifetime maximum</b> per Covered Person
Ambulance .....	Actual Charges up to \$50 per confinement
Transportation .....	Actual Charges up to \$250 (coach class plane, train or bus)
Hospice .....	\$50/day inpatient in lieu of all other benefits

## POLICY INDEX

Policy Schedule	Page 2
Benefit Schedule	Page 2
Definitions	Page 3
Eligibility for Benefits	Page 5
Benefits	Page 6
Limitations and Exclusions	Page 9
Claim Provisions	Page 9
General Provisions	Page 10
Surgical Schedule	Page 12
Riders, Endorsements, Amendments, if any	Attached
Application	Attached

## DEFINITIONS

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

The person named as the “Insured” on the Policy Schedule of this Policy is the Policyowner. In this Policy, We, Our, or Us refers to Equitable Life & Casualty Insurance Company.

### **YOU, YOUR, YOURSELF, COVERED PERSON:**

- if this is Individual coverage, only the Insured;
- if this is Single Parent coverage, the Insured and the Insured’s children; and,
- if this is Family coverage, the Insured and the Insured’s spouse and children.

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, minor foster children from the moment of placement in the residence, or a child placed with the Insured for adoption from the moment of placement in the residence, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- younger than 21, or younger than 26 (the Limiting Age) if they are a full-time student in a licensed or accredited school.

The definition of “full-time student” is based on the criteria for “full-time student” in the school where the student is enrolled. 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. Thereafter, such proof must be provided at Our request, but not more frequently than annually.

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.

**ACTUAL CHARGES:** The billed amount for covered Losses.

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

**CALENDAR YEAR:** The period beginning January 1st and ending December 31st.

**CANCER:** 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 does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions. Clinical diagnosis of Cancer shall be accepted as evidence that Cancer exists in an Insured when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Cancer and the Insured received definitive treatment for Cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the Hospital for not less than 45 days before the date of death.

**DEFINITIVE CANCER TREATMENT:** 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.

**DOCTOR/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.

**HOSPICE:** An organization which:

- is licensed by a government agency;
- provides palliative and supportive care to terminally ill persons and their families;
- provides this care on a short-term inpatient basis;
- is directed by a Physician and supervised by a registered Nurse; and,
- is classified as a Hospice by the National Hospice Organization.

A Hospice is not a/an:

- Hospital;
- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home or a home for the aged;
- sanatorium;
- rehabilitation center;
- place for the treatment of substance abuse; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as an acute-care Hospital;
- provides care of injured and sick people;
- is supervised by a Doctor;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate Nurse (RN);
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities; and,
- maintains permanent medical history records.

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.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents related to You by blood or marriage.

**LOSS:** Means a Specified Event for which We pay benefits under this Policy.

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

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

- licensed practical nurse (L.P.N.);
- licensed vocational nurse (L.V.N.); or
- registered graduate nurse (R.N.)

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

**PATHOLOGIST:** A Doctor, 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.

**PERIOD OF CONFINEMENT:** A period which begins at least 60 days after Your Effective Date of coverage, beginning on the first day of confinement and ending on the last day of confinement as an inpatient in a Hospital or Skilled Nursing/Extended Care Facility. 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 confinement as a new confinement.

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

**SKIN CANCER:** Basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

**SPECIFIED EVENT:** An event, such as a day of Hospital Confinement due to Cancer, that occurs while this Policy is in force and while all eligibility requirements are met.

**U.S. GOVERNMENT HOSPITAL:** A Hospital which:

- is operated by or for the United States Government; and,
- does not charge for its room, board and medical services.

## ELIGIBILITY FOR BENEFITS

**DIAGNOSIS:** 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 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. A pathological diagnosis of Cancer can be made before or after death.

**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 detrimental to Your health, when there is medical evidence to support the diagnosis, and when a Doctor 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. In the case of lung Cancer, We accept a cytology report in lieu of a pathology report.

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

- You have not been diagnosed with or treated for any Cancer during the first 60 days after the Effective Date of this policy;
- Cancer is first diagnosed while You are covered by this Policy;
- You incur a Loss due to Cancer while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

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.

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 45 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.

## BENEFITS

**OUR PROMISE TO PAY:** Subject to the terms, limitations and exclusions of this Policy, We will pay the following benefits for Loss due to Cancer or Definitive Cancer Treatment. Benefit amounts and some limitations are shown in the Benefit Schedule and the Surgical Schedule.

**FIRST OCCURRENCE BENEFIT:** We will pay the amount shown in the Benefit Schedule when You are diagnosed for the first time as having any internal Cancer. We will pay this benefit even when Cancer is not diagnosed until after death. This benefit is not payable for Skin Cancer.

This benefit is never payable if You have been diagnosed with or treated for internal Cancer before Your Effective Date of coverage under this Policy or prior to satisfying the 30-day eligibility requirement.

We will pay this benefit only once for each Covered Person. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.

**HOSPITAL CONFINEMENT BENEFIT (including U.S. Government Hospital):** We will pay this benefit for each day You are confined as an inpatient in a Hospital due to Cancer. This benefit will be calculated based on the number of days the Hospital charges 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 90 days or less are paid at the amount shown on the Benefit Schedule. Beginning with the 91st consecutive day We will pay the increased amount shown in the Benefit Schedule. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**EXCEPTION:** When Cancer treatment is received in a U.S. Government Hospital, We will pay this benefit while You are confined in lieu of all other benefits with the exception of the First Occurrence Express Payment, and the Transportation benefit.

**INPATIENT DRUG BENEFIT:** We will pay this benefit for drugs administered to You while confined as an inpatient in a Hospital due to Cancer. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. We will pay the Actual Charges made by the Hospital up to the daily limit shown in the Benefit Schedule for each day You receive drugs while confined as an inpatient, up to the number of days for which You receive benefits under the Hospital Confinement Benefit.

This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**INPATIENT PRIVATE NURSE BENEFIT:** We will pay the amount shown on the Benefit Schedule if You use the full-time services of a private Nurse while confined as an inpatient in a Hospital for Definitive Cancer Treatment. "Full-time" means at least eight-hour attendance during any 24 hour period. These services must be required and authorized by a Doctor for the treatment of Cancer and must be performed by a professional Nurse. Private nursing services must be other than those regularly furnished by the Hospital. We will not pay this benefit if the private Nurse is You or a member of Your Immediate Family.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for each day You receive such services, up to the number of days for which benefits were received under the Hospital Confinement Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay the Actual Charge not to exceed \$20 per day for the professional services of a Physician or Oncologist rendered to an Insured Person while he or she is confined in a Hospital for the treatment of Cancer. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Insured Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**SURGICAL PROCEDURE BENEFIT:** We will pay this benefit for Cancer surgery performed by a Doctor. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat Cancer. We will pay the amount shown in the Surgical Schedule for the surgical procedure performed. We will pay the amount shown in the Surgical Schedule for surgical biopsies resulting in a pathological diagnosis of Cancer.

If You have more than one surgical procedure performed at the same time through the same incision, We will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable.

If You have a surgical procedure performed which is not shown in the Surgical Schedule, We will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the procedure, We will pay no less than the smallest and no more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three Years of a mastectomy for which We paid a Surgical Procedure Benefit. We will pay Actual Charges up to the Surgical Procedure Benefit We paid for the mastectomy. If reconstructive surgery is performed the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit.

**ANESTHESIA BENEFIT:** We will pay this benefit if You receive anesthesia during Cancer surgery for which a Surgical Procedure Benefit is payable.

We will pay the actual charges up to 25% of the amount shown in the Surgical Schedule for the surgical procedure performed during which anesthesia was administered. We will pay actual charges up to 25% of the amount shown in the Surgical Schedule for anesthesia administered during a surgical biopsy resulting in a pathological diagnosis of Cancer.

If You have more than one Cancer surgical procedure performed at the same time, We will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a Cancer surgical procedure that is not listed in the Surgical Schedule, We will pay an Anesthesia Benefit equal to 25% of the amount We pay for such surgery. We will pay no less than 25% of the smallest and no more than 25% of the largest Anesthesia Benefit amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay this benefit if surgery is recommended due to the positive diagnosis of Cancer and You choose to obtain the opinion of a second Physician. If the second opinion fails to confirm the need for the recommended surgery, We will pay for a third Physician's opinion. You are not required to obtain a second or third opinion in order to receive the surgical or other benefits under this Policy. Should you choose to obtain a second or third opinion, such opinions must be rendered before surgery is performed. The Physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the Physician rendering the initial opinion.

We will pay Actual Charges for such opinions up to the amount shown in the Benefit Schedule. This benefit is not payable for second or third opinions related to Skin Cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay the amount shown in the Benefit Schedule for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for Definitive Cancer Treatment whether Hospital Confined or as out-patient treatment. We do pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay the amounts listed on the Benefit Schedule, subject to monthly 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. The Surgical/Anesthesia Benefit provides additional amounts payable for insertion and removal.
- 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 monthly maximum of five times the daily amount shown on the Benefit Schedule.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment and will only be paid through the appropriate surgery benefit;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount shown on the Benefit Schedule;
- self-injected medications are limited to the per drug amount shown on the Benefit Schedule and are subject to the combined monthly maximum listed in the Benefit Schedule;
- medications dispensed by pump or implant are limited to the per drug amount shown on the Benefit Schedule for each of the initial prescriptions and each refill, subject to the combined monthly maximum 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 the per drug amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum 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 the National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay this benefit for Your anti-nausea medication prescribed by a Physician while receiving radiation or chemotherapy for treatment of Cancer. We will not pay this benefit for medication prescribed and administered while You are an inpatient in a Hospital. The monthly maximum amount payable for each Covered Person is shown in the Benefit Schedule.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay this benefit for surgically implanted and non-surgically implanted breast prostheses prescribed by a Physician due to Cancer surgery for which You received benefits under this Policy. Non-surgically implanted removable breast prostheses are subject to the lifetime maximum amount shown on the Benefit Schedule.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for surgically implanted prostheses. The amount listed is the maximum payable per prosthesis for each Covered Person. Prostheses must be obtained within three years after the date of the Cancer surgery for which We paid a benefit.

**AMBULANCE BENEFIT:** We will pay this benefit if a licensed surface or air ambulance service transports You to or from a Hospital including transportation from one hospital to another, where You are confined as an inpatient due to Cancer. Any air ambulance service must be necessary to protect Your health and safety when other reasonable and customary travel methods are not available.

We will pay Actual Charges up to the amount shown in the Benefit Schedule. This benefit is limited to one charge per Period of Confinement. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**TRANSPORTATION BENEFIT:** We will pay this benefit if You must travel within the U.S. (including Alaska, Hawaii and Puerto Rico) more than 100 miles one-way from Your residence to:

- receive Definitive Cancer Treatment prescribed by Your local Physician that is not available within 100 miles one-way from Your residence; or,
- seek consultation about Your Cancer at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for Your coach class plane, train or bus fare on a regularly scheduled route. We will not pay the cost to charter a plane, train or bus. This Benefit is payable for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay this benefit for each day You receive inpatient Hospice care due to Cancer. You must be diagnosed by a Physician as terminally ill, no longer be receiving Definitive Cancer Treatment, and be expected to live six months or less.

We will pay the amount shown in the Benefit Schedule for each day You are confined to a Hospice for treatment or services.

We will not pay this benefit for any day You are confined in a Hospital or a skilled nursing/extended care facility.

### **LIMITATIONS AND EXCLUSIONS**

**CANCER POLICY ONLY:** Subject to the 30-day eligibility period, this Policy provides benefits only for Loss due to Cancer and Definitive Cancer Treatment. Proof must be submitted to support each claim.

Benefits are not payable for:

- any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring while this Policy is not in force; or,
- Losses occurring before or during the 30-day eligibility period. If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only provide benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Benefits paid for any one Covered Person shall not exceed the maximum benefits shown in the Benefit Schedule regardless of the number of Cancers.

### **CLAIM PROVISIONS**

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Home Office or to an authorized agent. The notice should include Your name, the Covered Person's name, and the Policy number.

**CLAIM FORMS:** When We receive Notice of Claim, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days after giving such notice, You can meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after the date of Loss. If it was not reasonably possible for You to give Us proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**PAYMENT OF BENEFITS:** All benefits will be paid to You or Your assignee. Any benefits unpaid at Your death may be paid to Your estate.

**TIMELY PAYMENT OF BENEFITS:** Benefits payable under this Policy will be paid as soon as We receive proper written Proof of Loss.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We may also require an autopsy where allowed by law. Either will be done at Our expense.

**CLAIM REVIEW:** If You believe that Our claim decision is in error, You may appeal Our decision and We will reconsider Your claim. Send Us a written request (no special form is required) explaining why, under the provisions of Your Policy, We should change Our decision. Your written request must be submitted within sixty (60) days of Your receipt of the Explanation of Benefits (EOB) of Your claim. You may authorize someone else to act for You in this process.

Your written request should include Your name, the Covered Person's name, the policy number, the names, addresses and phone numbers of any persons or organizations You believe We should contact to learn more about the claim under reconsideration, and any supporting documentation or records.

Once We have completed Our review, We will notify You in writing of Our decision. This notification will be sent to You no later than thirty (30) days after receipt of Your written request for appeal. We will pay any benefits that may then be due as a result of Our reconsideration. Should We require longer than thirty (30) days to make Our decision, We will notify You of the reasons for this delay. In any event, the delay will be no longer than an additional forty-five (45) days. Our final decision on Your appeal does not prevent You from taking further legal action.

## GENERAL PROVISIONS

**ENTIRE CONTRACT; CHANGES:** This Policy, with endorsements and any attached papers, is the entire contract between You and Us. No change in this Policy will be effective until it is approved by one of Our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**CONTROL OF POLICY:** In the event of Your death, Your Spouse, if covered, shall have the right to continue this Policy for all Covered Persons. A written request for continuation and the appropriate Premium, if applicable, must be sent to Us within 60 days of the Insured's death.

**TIME LIMIT ON CERTAIN DEFENSES:** No statements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred after 2 years from the Effective Date of this Policy. A copy of Your application is attached.

**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 or insured certain members of Your family under this Policy, Our only responsibility will be to refund any excess Premium paid.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such laws.

**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 Home Office.

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 fail to pay Your Premium by the end of the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** This policy has a 31-day Grace Period. This means if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period this policy will stay in force.

**CONSERVATION PERIOD:** You have an additional 15 days beyond the Grace Period to pay your premium. During this 15 day extension, this policy is not in force unless your premium is paid within this period. This policy will then be renewed with no lapse in coverage.

**ALTERNATE PAYOR:** An Alternate Payor is a person selected by You to receive a reminder of the renewal premium due if You have not paid it during the Grace Period. Your Alternate Payor is shown on the Policy Schedule.

**REINSTATEMENT:** If the renewal premium is not paid before the Grace Period ends or within the Conservation Period, this Policy will lapse. Later acceptance of premium by Us (or by an agent authorized to accept payment) without requiring an application for Reinstatement will Reinstatement this Policy. If We or Our agent require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be Reinstated as of the approval date. Lacking such approval this Policy will be Reinstated on the 45th day (30th day in New Mexico) after the date of the conditional receipt unless We have previously notified You, in writing, of Our disapproval.

The Reinstated Policy will provide benefits only for Loss resulting from Cancer positively diagnosed 10 days or more after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same after You have satisfied any provisions noted on or attached to the Reinstated Policy. Any premium accepted with a Reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of Reinstatement.

**REFUND OF UNEARNED PREMIUM:** We will refund that part of any premium paid which covers a period beyond the end of the Policy month of Your death.

**OTHER INSURANCE WITH US:** Your insurance under a like policy or policies with Us is limited to one such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all such other policies.

**LEGAL ACTION:** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after 3 years (5 years in Mississippi) after the time written Proof of Loss is required to be given.

### DEPENDENT COVERAGE

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

Newborn children are insured from the moment of live birth. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newborn child is covered from the moment of birth for 31 days. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 days after the child's birth and paying any required additional Premium.

A child placed for adoption after the Effective Date of this Policy will be covered from the moment of placement. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newly adopted 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 shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child. 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.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, or if coverage of a spouse terminates due to divorce or annulment, or if coverage of a child terminates due to the child becoming married or reaching the Limiting Age, such Covered Person may convert to a separate Policy without 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;
- any conditions excluded in this Policy are excluded in the converted Policy;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy;
- the effective date of the converted coverage will be the date coverage terminates under this Policy; and,
- a Covered Person who had internal Cancer diagnosed under this Policy will not be eligible for the First Occurrence Benefit in the converted Policy; and
- any Return of Premium Benefits will not be provided under the converted Policy, if such benefits were paid under this Policy.

Another 30-day eligibility 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. 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.

## SURGICAL SCHEDULE

If you have a surgical procedure performed which is not shown in this Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown.

SURGICAL PROCEDURE	PROCEDURE CODE	SURGICAL BENEFIT
<b>ABDOMEN</b>		
Abdominal paracentesis	49080	\$100
Excision of intra-abdominal or retroperitoneal tumor	49200	\$420
Staging celiotomy (Hodgkin's or Lymphoma)	49220	\$660
<b>BLADDER</b>		
Cystotomy for excision of bladder tumor	51530	\$328
Cystectomy, complete; with bilateral pelvic lymphadenectomy	51575	\$1,125
Cystectomy, complete; with ureteroileal conduit or sigmoid bladder, including bowel anastomosis	51590	\$1,575
With bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	51595	\$2,000
Pelvic exenteration, complete, for vesical, prostatic or urethral malignancy, with removal of bladder and ureteral transplantation	51597	\$1,680
Cystourethroscopy with biopsy	52204	\$100
Cystourethroscopy, with fulguration and/or resection of medium tumor(s) (2.0 - 5.0 cm)	52235	\$263
<b>BONE</b>		
Biopsy, bone, trocar or needle; superficial	20220	\$135
Radical resection of sternum for tumor with mediastinal lymphadenectomy	21632	\$1,918
<b>BRAIN</b>		
Craniectomy for tumor of skull	61500	\$592
Excision brain tumor, supratentorial	61510	\$767
Excision brain tumor, infratentorial or posterior fossa	61518	\$854
Cerebellopontine angle tumor	61520	\$1,096
Midline tumor at base of skull	61521	\$1,645
Excision of craniopharyngioma	61545	\$2,000
Hypophysectomy, intracranial approach	61546	\$815
<b>BREAST</b>		
Biopsy of breast, incisional (separate procedure)	19101	\$100
Excision of malignant tumor	19120	\$150
Mastectomy, partial	19160	\$180
Mastectomy, simple, complete	19180	\$312
Mastectomy, radical including pectoral muscles, axillary and internal mammary lymph nodes	19220	\$780
Mastectomy, modified radical, including axillary lymph nodes and pectoralis minor muscle, but excluding pectoralis major muscle	19240	\$570
Excision of chest wall tumor involving ribs, with plastic reconstruction; with mediastinal lymphadenectomy	19272	\$1,438
<b>CHEST</b>		
Bronchoscopy with biopsy	31625	\$174
Thoracentesis for biopsy	32000	\$135
Biopsy, lung or mediastinum, percutaneous needle	32405	\$135
Pneumonectomy, total	32440	\$1,027
Lobectomy, total or segmental	32480	\$810
Excision of mediastinal tumor	39220	\$546

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>EAR</b>		
Excision, external ear, partial	69110	\$180
Radical excision, external auditory canal lesion with neck dissection	69155	\$705
Excision aural glomus tumor; transcanal	69550	\$618
Transmastoid	69551	\$1,058
Extended (extratemporal)	69554	\$1,975
<b>ESOPHAGUS</b>		
Excision local lesion with primary repair; cervical approach	43100	\$450
Thoracic approach	43101	\$660
Wide excision of malignant lesion of cervical esophagus	43105	\$720
With radical neck dissection	43106	\$1,096
Esophagectomy (at upper two-thirds level) and gastric anastomosis with vagotomy	43110	\$840
Esophagogastrectomy (lower third) and vagotomy, combined thoracicoabdominal	43120	\$1,041
<b>EYE</b>		
Enucleation of eye	65101	\$375
Exenteration of orbit	65110	\$600
Orbitotomy with removal of lesion	67412	\$600
<b>HEART</b>		
Pericardiectomy	33100	\$800
Excision intracardiac tumor, resection with bypass	33120	\$2,000
<b>INTESTINES</b>		
Colectomy, partial; with anastomosis	44140	\$555
With coloproctostomy	44145	\$639
Colectomy, total, abdominal with ileostomy or ileoproctostomy	44150	\$750
With rectal mucosectomy, ileoanal anastomosis	44153	\$2,000
With proctectomy	44155	\$1,027
Small intestine, enteroscopy beyond second portion of duodenum, with biopsy	44361	\$156
Proctectomy, complete, combined abdominoperineal	45110	\$840
Proctosigmoidoscopy with biopsy	45305	\$135
Colonoscopy, fiberoptic, beyond splenic flexure; with biopsy	45380	\$225
<b>KIDNEY</b>		
Renal biopsy		
Percutaneous, by trocar or needle	50200	\$135
By surgical exposure of kidney	50205	\$240
Nephrectomy, radical, with regional lymphadenectomy	50230	\$1,113
Partial	50240	\$720
<b>LIVER</b>		
Needle biopsy, percutaneous	47000	\$135
Wedge biopsy (independent procedure)	47100	\$300
Hepatectomy, partial lobectomy	47120	\$870
<b>LYMPHATIC SYSTEM</b>		
Biopsy or excision of cervical lymph node; deep	38510	\$135
Cervical lymphadenectomy (complete)	38720	\$630

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>MOUTH</b>		
Excision of lip; transverse wedge excision with primary closure	40510	\$225
Hemiglossectomy	41130	\$330
Glossectomy		
Partial, with unilateral radical neck dissection	41135	\$660
Total, with unilateral radical neck dissection	41145	\$840
With resection, floor of mouth, mandibular resection and radical neck dissection (commando type)	41155	\$1,027
Resection, palate	42120	\$660
<b>OVARY</b>		
Wedge resection or bisection	58920	\$330
<b>PANCREAS</b>		
Excisional biopsy (independent procedure)	48100	\$450
Pancreatectomy with pancreaticoduodenectomy and pancreaticojejunostomy	48150	\$1,438
<b>PAROTID</b>		
Excision parotid tumor, lateral lobe, without nerve dissection	42410	\$186
Total, with unilateral radical neck dissection	42426	\$840
<b>PELVIS</b>		
Radical resection for tumor	27075	\$500
Innominate bone (total)	27077	\$2,000
<b>PENIS</b>		
Amputation, partial	54120	\$300
Complete	54125	\$600
Radical with bilateral inguofemoral lymphadenectomy	54130	\$840
<b>PROSTATE</b>		
Biopsy, needle or punch, single or multiple, any approach	55700	\$135
Transurethral resection of prostate	52601	\$600
Prostatectomy, retropubic radical; with bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	55845	\$1,438
<b>SINUS</b>		
Maxillectomy with orbital exenteration	31230	\$840
<b>SKIN</b>		
Excision of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	11602	\$100
On scalp, neck, hands, feet or genitalia	11622	\$100
On face, ears, eyelids, nose or lips	11642	\$125
Destruction of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	17262	\$100
On scalp, neck, hands, feet or genitalia	17272	\$100
On face, ears, eyelids, nose or lips	17282	\$100
<b>SPINE</b>		
Resection tumor, radical, soft tissue of flank or back	21935	\$328
Partial resection of vertebral component for cervical tumor	22105	\$263
Biopsy of spinal cord, percutaneous needle	62269	\$368
Laminectomy for biopsy/excision of intraspinal neoplasm;		
Extradural, cervical	63275	\$1,400
Intradural, intramedullary, thoracic	63286	\$2,000

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>STOMACH</b>		
Gastric biopsy by laparotomy	43605	\$405
Local excision of tumor	43610	\$450
Total gastrectomy including intestinal anastomosis	43620	\$840
Hemigastrectomy with vagotomy	43635	\$690
<b>TESTIS</b>		
Biopsy, incisional (independent procedure)	54505	\$135
Orchiectomy, radical, for tumor, inguinal approach	54530	\$285
With abdominal exploration	54535	\$375
<b>THROAT</b>		
Laryngectomy, total, without radical neck dissection	31360	\$750
With radical neck dissection	31365	\$1,479
Pharyngolaryngectomy with radical neck dissection	31390	\$1,062
Laryngoscopy, direct, operative, with biopsy	31535	\$180
<b>THYROID</b>		
Thyroidectomy for malignancy	60252	\$780
With radical neck dissection	60254	\$870
<b>UTERUS</b>		
Colposcopy with biopsy	57454	\$100
Dilation and curettage with biopsy	58120	\$100
Radical abdominal hysterectomy, with bilateral total pelvic and limited para-aortic lymphadenectomy	58210	\$1,438
<b>URINARY</b>		
Ureterectomy, with bladder cuff (independent procedure)	50650	\$600
Total, ectopic ureter; combination abdominal, vaginal and/or perineal approach	50660	\$840
Ureteral endoscopy with biopsy	50974	\$135
<b>VULVA</b>		
Vulvectomy, complete	56625	\$465
Radical	56630	\$660
With inguinofemoral, iliac, and pelvic lymphadenectomy	56640	\$1,130

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary

3 Triad Center, Salt Lake City, Utah 84180-1200  
1-800-352-5150

## CANCER INSURANCE POLICY

**THIS IS A LIMITED BENEFIT POLICY – PLEASE READ CAREFULLY. THIS IS A SPECIFIED DISEASE POLICY LIMITED TO CANCER COVERAGE ONLY. NO BENEFITS ARE PAYABLE FOR LOSS FROM ANY OTHER CAUSE.**

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If a Covered Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” that You received from Us.**

This Policy is a legal contract between You, named as the Insured in the Policy Schedule, and Us. We promise to pay the benefits provided in this Policy for covered losses that are incurred by You and any dependents (if covered) while this Policy is in force. All benefits are subject to the definitions, limitations, exclusions and all other provisions of this Policy. All benefits are also subject to the provisions of any endorsement which may be attached.

**ELIGIBILITY PERIOD:** This Policy contains a 30-day eligibility requirement. If a Covered Person is diagnosed with or treated for internal Cancer during the first 30 days of coverage under this Policy, benefits will only be provided for Loss commencing 12 months after the Covered Person’s Effective Date of coverage. If a Covered Person is diagnosed with Cancer during the first 30 days of coverage, You may elect to void this Policy from its Effective Date and receive a full refund for any Premium paid.

**CONSIDERATION:** In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. **Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see General Provisions). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life and Casualty, # 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free at 1-800-352-5150.**

**THIRTY-DAY RIGHT TO EXAMINE THIS POLICY:** If for any reason You are not satisfied with this Policy, return it to Us or to the agent who sold it to You within 30 days after you receive it. We will refund all premiums paid and consider the policy never to have been issued.

**POLICY RENEWAL CONDITIONS – YOUR POLICY IS GUARANTEED RENEWABLE:** This means you have the right to continue your policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that in the future we may increase premiums. Your premiums are guaranteed for your first year of coverage. Thereafter, we may change the renewal premium for your policy, but only if we change them for all policies like yours in your state on a premium class basis. A premium class is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. You will be notified at least 31 days before any premium change. Your premium will not increase due to a change in your individual age or your specific health.

**EFFECTIVE DATE:** Coverage under this Policy begins at 12:01 a.m. Standard Time at Your residence on the Effective Date shown in the Policy Schedule. It ends, subject to the Grace Period, at 12:01 a.m. on the date any renewal premium is due and not paid.

IN WITNESS WHEREOF, We have caused the Policy to be signed by Our President and Secretary.



President



Secretary

**CAUTION – READ CAREFULLY! No benefits will be provided during the first 12 months of the policy for Cancer diagnosed before the 30th day after the Effective Date shown in the policy schedule.**

## POLICY SCHEDULE

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
{Insured Children	see attached application)	Effective Date:	12/1/07
{Insured Children	see attached application)	First Renewal Date:	12/1/08
{Alternate Payor:	Bob Smith}	Policy Anniversary:	December 1

## RENEWAL PREMIUMS\*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
{Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX}
<b>TOTAL:</b>	<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	<b>\$XXX.XX</b>	<b>\$XXX.XX</b>

## Benefit Schedule

This is a summary of benefits for each Covered Person. Please read your entire Policy for further explanations and limitations.

First Occurrence Benefit Each Covered Person .....	\$1,000
Hospital Confinement	
Days 1-90 .....	\$100/day
Days 91+ .....	\$250/day
Inpatient Drugs .....	up to \$20/day
Attending Physician .....	Actual Charges up to \$20/day
Inpatient Private Nurse .....	Actual Charges up to \$50/day
Surgical Procedure .....	See attached Surgical Schedule
Reconstructive Breast Surgery .....	Actual charges up to amount paid for mastectomy
Anesthesia Benefit .....	25% of Surgery Payment
Second and Third Surgical Opinion .....	Actual charges up to \$100/opinion
Blood and Plasma .....	\$40/unit
Radiation/Chemotherapy	
Radiation therapy .....	Actual Charges up to \$100/day - No monthly maximum
Chemotherapy injected by medical personnel .....	Actual Charges up to \$100/day - No monthly maximum
Other Chemotherapy	
Self-injected medications; medications dispensed by pump or implant; oral chemotherapy	
.....	Actual charges up to \$100/filled RX
.....	Combined monthly maximum: \$500
Anti-Nausea Medication .....	Actual charges up to \$50/Calendar Month
Breast Prosthesis	
Surgical .....	Actual charges up to \$1,000/prosthesis
Non-Surgical.....	Actual Charges up to \$250 <b>lifetime maximum</b> per Covered Person
Ambulance .....	Actual Charges up to \$50 per confinement
Transportation .....	Actual Charges up to \$250 (coach class plane, train or bus)
Hospice .....	\$50/day inpatient in lieu of all other benefits

## POLICY INDEX

Policy Schedule	Page 2
Benefit Schedule	Page 2
Definitions	Page 3
Eligibility for Benefits	Page 5
Benefits	Page 6
Limitations and Exclusions	Page 9
Claim Provisions	Page 9
General Provisions	Page 10
Surgical Schedule	Page 12
Riders, Endorsements, Amendments, if any	Attached
Application	Attached

## DEFINITIONS

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

The person named as the “Insured” on the Policy Schedule of this Policy is the Policyowner. In this Policy, We, Our, or Us refers to Equitable Life & Casualty Insurance Company.

### **YOU, YOUR, YOURSELF, COVERED PERSON:**

- if this is Individual coverage, only the Insured;
- if this is Single Parent coverage, the Insured and the Insured’s children; and,
- if this is Family coverage, the Insured and the Insured’s spouse and children.

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, minor foster children from the moment of placement in the residence, or a child placed with the Insured for adoption from the moment of placement in the residence, who is:

- insurable and named on the application;
- unmarried;
- chiefly dependent on the Insured or spouse for support; and,
- younger than 21, or younger than 26 (the Limiting Age) if they are a full-time student in a licensed or accredited school.

The definition of “full-time student” is based on the criteria for “full-time student” in the school where the student is enrolled. 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. Thereafter, such proof must be provided at Our request, but not more frequently than annually.

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.

**ACTUAL CHARGES:** The billed amount for covered Losses.

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

**CALENDAR YEAR:** The period beginning January 1st and ending December 31st.

**CANCER:** 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 does not include pre-malignant conditions, conditions with malignant potential, or pre-leukemic conditions. Clinical diagnosis of Cancer shall be accepted as evidence that Cancer exists in an Insured when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of Cancer and the Insured received definitive treatment for Cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the Hospital for not less than 45 days before the date of death.

**DEFINITIVE CANCER TREATMENT:** 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.

**DOCTOR/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.

**HOSPICE:** An organization which:

- is licensed by a government agency;
- provides palliative and supportive care to terminally ill persons and their families;
- provides this care on a short-term inpatient basis;
- is directed by a Physician and supervised by a registered Nurse; and,
- is classified as a Hospice by the National Hospice Organization.

A Hospice is not a/an:

- Hospital;
- skilled nursing facility;
- nursing home;
- extended care facility;
- convalescent home;
- rest home or a home for the aged;
- sanatorium;
- rehabilitation center;
- place for the treatment of substance abuse; or,
- facility for the care and treatment of mental disease or mental disorders.

**HOSPITAL:** A medical facility which:

- is legally licensed and operated as an acute-care Hospital;
- provides care of injured and sick people;
- is supervised by a Doctor;
- provides 24-hour-a-day nursing services supervised by or under a registered graduate Nurse (RN);
- provides on-site or prearranged use of x-ray equipment, laboratory and surgical facilities; and,
- maintains permanent medical history records.

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.

**IMMEDIATE FAMILY:** Your parents, spouse, children, brothers, sisters, grandchildren, or grandparents related to You by blood or marriage.

**LOSS:** Means a Specified Event for which We pay benefits under this Policy.

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

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

- licensed practical nurse (L.P.N.);
- licensed vocational nurse (L.V.N.); or
- registered graduate nurse (R.N.)

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

**PATHOLOGIST:** A Doctor, 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.

**PERIOD OF CONFINEMENT:** A period which begins at least 60 days after Your Effective Date of coverage, beginning on the first day of confinement and ending on the last day of confinement as an inpatient in a Hospital or Skilled Nursing/Extended Care Facility. 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 confinement as a new confinement.

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

**SKIN CANCER:** Basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

**SPECIFIED EVENT:** An event, such as a day of Hospital Confinement due to Cancer, that occurs while this Policy is in force and while all eligibility requirements are met.

**U.S. GOVERNMENT HOSPITAL:** A Hospital which:

- is operated by or for the United States Government; and,
- does not charge for its room, board and medical services.

## ELIGIBILITY FOR BENEFITS

**DIAGNOSIS:** 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 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. A pathological diagnosis of Cancer can be made before or after death.

**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 detrimental to Your health, when there is medical evidence to support the diagnosis, and when a Doctor 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. In the case of lung Cancer, We accept a cytology report in lieu of a pathology report.

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

- You have not been diagnosed with or treated for any Cancer during the first 60 days after the Effective Date of this policy;
- Cancer is first diagnosed while You are covered by this Policy;
- You incur a Loss due to Cancer while covered by this Policy; and,
- Your Loss is not excluded by name or specific description in this Policy.

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.

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 45 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.

## BENEFITS

**OUR PROMISE TO PAY:** Subject to the terms, limitations and exclusions of this Policy, We will pay the following benefits for Loss due to Cancer or Definitive Cancer Treatment. Benefit amounts and some limitations are shown in the Benefit Schedule and the Surgical Schedule.

**FIRST OCCURRENCE BENEFIT:** We will pay the amount shown in the Benefit Schedule when You are diagnosed for the first time as having any internal Cancer. We will pay this benefit even when Cancer is not diagnosed until after death. This benefit is not payable for Skin Cancer.

This benefit is never payable if You have been diagnosed with or treated for internal Cancer before Your Effective Date of coverage under this Policy or prior to satisfying the 30-day eligibility requirement.

We will pay this benefit only once for each Covered Person. In addition to the pathological or clinical diagnosis required, We may require additional information from the attending Physician and Hospital.

**HOSPITAL CONFINEMENT BENEFIT (including U.S. Government Hospital):** We will pay this benefit for each day You are confined as an inpatient in a Hospital due to Cancer. This benefit will be calculated based on the number of days the Hospital charges 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 90 days or less are paid at the amount shown on the Benefit Schedule. Beginning with the 91st consecutive day We will pay the increased amount shown in the Benefit Schedule. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**EXCEPTION:** When Cancer treatment is received in a U.S. Government Hospital, We will pay this benefit while You are confined in lieu of all other benefits with the exception of the First Occurrence Express Payment, and the Transportation benefit.

**INPATIENT DRUG BENEFIT:** We will pay this benefit for drugs administered to You while confined as an inpatient in a Hospital due to Cancer. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. We will pay the Actual Charges made by the Hospital up to the daily limit shown in the Benefit Schedule for each day You receive drugs while confined as an inpatient, up to the number of days for which You receive benefits under the Hospital Confinement Benefit.

This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**INPATIENT PRIVATE NURSE BENEFIT:** We will pay the amount shown on the Benefit Schedule if You use the full-time services of a private Nurse while confined as an inpatient in a Hospital for Definitive Cancer Treatment. "Full-time" means at least eight-hour attendance during any 24 hour period. These services must be required and authorized by a Doctor for the treatment of Cancer and must be performed by a professional Nurse. Private nursing services must be other than those regularly furnished by the Hospital. We will not pay this benefit if the private Nurse is You or a member of Your Immediate Family.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for each day You receive such services, up to the number of days for which benefits were received under the Hospital Confinement Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay the Actual Charge not to exceed \$20 per day for the professional services of a Physician or Oncologist rendered to an Insured Person while he or she is confined in a Hospital for the treatment of Cancer. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Insured Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**SURGICAL PROCEDURE BENEFIT:** We will pay this benefit for Cancer surgery performed by a Doctor. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat Cancer. We will pay the amount shown in the Surgical Schedule for the surgical procedure performed. We will pay the amount shown in the Surgical Schedule for surgical biopsies resulting in a pathological diagnosis of Cancer.

If You have more than one surgical procedure performed at the same time through the same incision, We will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable.

If You have a surgical procedure performed which is not shown in the Surgical Schedule, We will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the procedure, We will pay no less than the smallest and no more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three Years of a mastectomy for which We paid a Surgical Procedure Benefit. We will pay Actual Charges up to the Surgical Procedure Benefit We paid for the mastectomy. If reconstructive surgery is performed the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit.

**ANESTHESIA BENEFIT:** We will pay this benefit if You receive anesthesia during Cancer surgery for which a Surgical Procedure Benefit is payable.

We will pay the actual charges up to 25% of the amount shown in the Surgical Schedule for the surgical procedure performed during which anesthesia was administered. We will pay actual charges up to 25% of the amount shown in the Surgical Schedule for anesthesia administered during a surgical biopsy resulting in a pathological diagnosis of Cancer.

If You have more than one Cancer surgical procedure performed at the same time, We will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a Cancer surgical procedure that is not listed in the Surgical Schedule, We will pay an Anesthesia Benefit equal to 25% of the amount We pay for such surgery. We will pay no less than 25% of the smallest and no more than 25% of the largest Anesthesia Benefit amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay this benefit if surgery is recommended due to the positive diagnosis of Cancer and You choose to obtain the opinion of a second Physician. If the second opinion fails to confirm the need for the recommended surgery, We will pay for a third Physician's opinion. You are not required to obtain a second or third opinion in order to receive the surgical or other benefits under this Policy. Should you choose to obtain a second or third opinion, such opinions must be rendered before surgery is performed. The Physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the Physician rendering the initial opinion.

We will pay Actual Charges for such opinions up to the amount shown in the Benefit Schedule. This benefit is not payable for second or third opinions related to Skin Cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay the amount shown in the Benefit Schedule for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for Definitive Cancer Treatment whether Hospital Confined or as out-patient treatment. We do pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION AND CHEMOTHERAPY BENEFIT:** If a Physician prescribes radiation or chemical treatments as part of Definitive Cancer Treatment, We will pay the amounts listed on the Benefit Schedule, subject to monthly 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. The Surgical/Anesthesia Benefit provides additional amounts payable for insertion and removal.
- 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 monthly maximum of five times the daily amount shown on the Benefit Schedule.

This benefit is subject to the following limitations:

- laser surgery is not considered radiation treatment and will only be paid through the appropriate surgery benefit;
- injections by medical personnel in a Physician's office, clinic or Hospital are limited to the daily amount shown on the Benefit Schedule;
- self-injected medications are limited to the per drug amount shown on the Benefit Schedule and are subject to the combined monthly maximum listed in the Benefit Schedule;
- medications dispensed by pump or implant are limited to the per drug amount shown on the Benefit Schedule for each of the initial prescriptions and each refill, subject to the combined monthly maximum 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 the per drug amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- oral chemotherapy taken on an inpatient basis is payable per drug, per Period of Confinement, and is limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum for all such medications;
- benefits for medications that are self-injected, dispersed by pump or implant or taken orally are limited to the amount shown on the Benefit Schedule, subject to the combined monthly maximum 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 the National Cancer Institute. Treatment may be performed on an outpatient or inpatient basis.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay this benefit for Your anti-nausea medication prescribed by a Physician while receiving radiation or chemotherapy for treatment of Cancer. We will not pay this benefit for medication prescribed and administered while You are an inpatient in a Hospital. The monthly maximum amount payable for each Covered Person is shown in the Benefit Schedule.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay this benefit for surgically implanted and non-surgically implanted breast prostheses prescribed by a Physician due to Cancer surgery for which You received benefits under this Policy. Non-surgically implanted removable breast prostheses are subject to the lifetime maximum amount shown on the Benefit Schedule.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for surgically implanted prostheses. The amount listed is the maximum payable per prosthesis for each Covered Person. Prostheses must be obtained within three years after the date of the Cancer surgery for which We paid a benefit.

**AMBULANCE BENEFIT:** We will pay this benefit if a licensed surface or air ambulance service transports You to or from a Hospital including transportation from one hospital to another, where You are confined as an inpatient due to Cancer. Any air ambulance service must be necessary to protect Your health and safety when other reasonable and customary travel methods are not available.

We will pay Actual Charges up to the amount shown in the Benefit Schedule. This benefit is limited to one charge per Period of Confinement. Separate confinements within 30 days of each other are considered the same Period of Confinement.

**TRANSPORTATION BENEFIT:** We will pay this benefit if You must travel within the U.S. (including Alaska, Hawaii and Puerto Rico) more than 100 miles one-way from Your residence to:

- receive Definitive Cancer Treatment prescribed by Your local Physician that is not available within 100 miles one-way from Your residence; or,
- seek consultation about Your Cancer at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute.

We will pay Actual Charges up to the amount shown in the Benefit Schedule for Your coach class plane, train or bus fare on a regularly scheduled route. We will not pay the cost to charter a plane, train or bus. This Benefit is payable for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay this benefit for each day You receive inpatient Hospice care due to Cancer. You must be diagnosed by a Physician as terminally ill, no longer be receiving Definitive Cancer Treatment, and be expected to live six months or less.

We will pay the amount shown in the Benefit Schedule for each day You are confined to a Hospice for treatment or services.

We will not pay this benefit for any day You are confined in a Hospital or a skilled nursing/extended care facility.

### LIMITATIONS AND EXCLUSIONS

**CANCER POLICY ONLY:** Subject to the 30-day eligibility period, this Policy provides benefits only for Loss due to Cancer and Definitive Cancer Treatment. Proof must be submitted to support each claim.

Benefits are not payable for:

- any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment;
- Losses occurring while this Policy is not in force; or,
- Losses occurring before or during the 30-day eligibility period. If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only provide benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Benefits paid for any one Covered Person shall not exceed the maximum benefits shown in the Benefit Schedule regardless of the number of Cancers.

### CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after the start of a Loss or as soon as reasonably possible. The notice must be sent to Us at Our Home Office or to an authorized agent. The notice should include Your name, the Covered Person's name, and the Policy number.

**CLAIM FORMS:** When We receive Notice of Claim, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days after giving such notice, You can meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after the date of Loss. If it was not reasonably possible for You to give Us proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**PAYMENT OF BENEFITS:** All benefits will be paid to You or Your assignee. Any benefits unpaid at Your death may be paid to Your estate.

**TIMELY PAYMENT OF BENEFITS:** Benefits payable under this Policy will be paid as soon as We receive proper written Proof of Loss.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have You examined as often as reasonably necessary while a claim is pending. We may also require an autopsy where allowed by law. Either will be done at Our expense.

**CLAIM REVIEW:** If You believe that Our claim decision is in error, You may appeal Our decision and We will reconsider Your claim. Send Us a written request (no special form is required) explaining why, under the provisions of Your Policy, We should change Our decision. Your written request must be submitted within sixty (60) days of Your receipt of the Explanation of Benefits (EOB) of Your claim. You may authorize someone else to act for You in this process.

Your written request should include Your name, the Covered Person's name, the policy number, the names, addresses and phone numbers of any persons or organizations You believe We should contact to learn more about the claim under reconsideration, and any supporting documentation or records.

Once We have completed Our review, We will notify You in writing of Our decision. This notification will be sent to You no later than thirty (30) days after receipt of Your written request for appeal. We will pay any benefits that may then be due as a result of Our reconsideration. Should We require longer than thirty (30) days to make Our decision, We will notify You of the reasons for this delay. In any event, the delay will be no longer than an additional forty-five (45) days. Our final decision on Your appeal does not prevent You from taking further legal action.

## GENERAL PROVISIONS

**ENTIRE CONTRACT; CHANGES:** This Policy, with endorsements and any attached papers, is the entire contract between You and Us. No change in this Policy will be effective until it is approved by one of Our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**CONTROL OF POLICY:** In the event of Your death, Your Spouse, if covered, shall have the right to continue this Policy for all Covered Persons. A written request for continuation and the appropriate Premium, if applicable, must be sent to Us within 60 days of the Insured's death.

**TIME LIMIT ON CERTAIN DEFENSES:** No statements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred after 2 years from the Effective Date of this Policy. A copy of Your application is attached.

**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 or insured certain members of Your family under this Policy, Our only responsibility will be to refund any excess Premium paid.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such laws.

**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 Home Office.

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 fail to pay Your Premium by the end of the grace period, coverage under this Policy will terminate.

**GRACE PERIOD:** This policy has a 31-day Grace Period. This means if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period this policy will stay in force.

**CONSERVATION PERIOD:** You have an additional 15 days beyond the Grace Period to pay your premium. During this 15 day extension, this policy is not in force unless your premium is paid within this period. This policy will then be renewed with no lapse in coverage.

**ALTERNATE PAYOR:** An Alternate Payor is a person selected by You to receive a reminder of the renewal premium due if You have not paid it during the Grace Period. Your Alternate Payor is shown on the Policy Schedule.

**REINSTATEMENT:** If the renewal premium is not paid before the Grace Period ends or within the Conservation Period, this Policy will lapse. Later acceptance of premium by Us (or by an agent authorized to accept payment) without requiring an application for Reinstatement will Reinstatement this Policy. If We or Our agent require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be Reinstated as of the approval date. Lacking such approval this Policy will be Reinstated on the 45th day (30th day in New Mexico) after the date of the conditional receipt unless We have previously notified You, in writing, of Our disapproval.

The Reinstated Policy will provide benefits only for Loss resulting from Cancer positively diagnosed 10 days or more after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same after You have satisfied any provisions noted on or attached to the Reinstated Policy. Any premium accepted with a Reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of Reinstatement.

**REFUND OF UNEARNED PREMIUM:** We will refund that part of any premium paid which covers a period beyond the end of the Policy month of Your death.

**OTHER INSURANCE WITH US:** Your insurance under a like policy or policies with Us is limited to one such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all such other policies.

**LEGAL ACTION:** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after 3 years (5 years in Mississippi) after the time written Proof of Loss is required to be given.

### DEPENDENT COVERAGE

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

Newborn children are insured from the moment of live birth. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newborn child is covered from the moment of birth for 31 days. Coverage for such child may be extended beyond the initial 31-day period by notifying Us in writing within 31 days after the child's birth and paying any required additional Premium.

A child placed for adoption after the Effective Date of this Policy will be covered from the moment of placement. If this is Family or Single Parent coverage, no notice or additional Premium is required. If this is Individual coverage, a newly adopted 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 shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child. 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.

**CONVERSION PRIVILEGE:** If coverage terminates for reasons other than non-payment of Premium, or if coverage of a spouse terminates due to divorce or annulment, or if coverage of a child terminates due to the child becoming married or reaching the Limiting Age, such Covered Person may convert to a separate Policy without 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;
- any conditions excluded in this Policy are excluded in the converted Policy;
- any benefit amounts paid for a person under this Policy will be applied to benefit limits under the converted Policy;
- the effective date of the converted coverage will be the date coverage terminates under this Policy; and,
- a Covered Person who had internal Cancer diagnosed under this Policy will not be eligible for the First Occurrence Benefit in the converted Policy; and
- any Return of Premium Benefits will not be provided under the converted Policy, if such benefits were paid under this Policy.

Another 30-day eligibility 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. 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.

## SURGICAL SCHEDULE

If you have a surgical procedure performed which is not shown in this Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown.

SURGICAL PROCEDURE	PROCEDURE CODE	SURGICAL BENEFIT
<b>ABDOMEN</b>		
Abdominal paracentesis	49080	\$100
Excision of intra-abdominal or retroperitoneal tumor	49200	\$420
Staging celiotomy (Hodgkin's or Lymphoma)	49220	\$660
<b>BLADDER</b>		
Cystotomy for excision of bladder tumor	51530	\$328
Cystectomy, complete; with bilateral pelvic lymphadenectomy	51575	\$1,125
Cystectomy, complete; with ureteroileal conduit or sigmoid bladder, including bowel anastomosis	51590	\$1,575
With bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	51595	\$2,000
Pelvic exenteration, complete, for vesical, prostatic or urethral malignancy, with removal of bladder and ureteral transplantation	51597	\$1,680
Cystourethroscopy with biopsy	52204	\$100
Cystourethroscopy, with fulguration and/or resection of medium tumor(s) (2.0 - 5.0 cm)	52235	\$263
<b>BONE</b>		
Biopsy, bone, trocar or needle; superficial	20220	\$135
Radical resection of sternum for tumor with mediastinal lymphadenectomy	21632	\$1,918
<b>BRAIN</b>		
Craniectomy for tumor of skull	61500	\$592
Excision brain tumor, supratentorial	61510	\$767
Excision brain tumor, infratentorial or posterior fossa	61518	\$854
Cerebellopontine angle tumor	61520	\$1,096
Midline tumor at base of skull	61521	\$1,645
Excision of craniopharyngioma	61545	\$2,000
Hypophysectomy, intracranial approach	61546	\$815
<b>BREAST</b>		
Biopsy of breast, incisional (separate procedure)	19101	\$100
Excision of malignant tumor	19120	\$150
Mastectomy, partial	19160	\$180
Mastectomy, simple, complete	19180	\$312
Mastectomy, radical including pectoral muscles, axillary and internal mammary lymph nodes	19220	\$780
Mastectomy, modified radical, including axillary lymph nodes and pectoralis minor muscle, but excluding pectoralis major muscle	19240	\$570
Excision of chest wall tumor involving ribs, with plastic reconstruction; with mediastinal lymphadenectomy	19272	\$1,438
<b>CHEST</b>		
Bronchoscopy with biopsy	31625	\$174
Thoracentesis for biopsy	32000	\$135
Biopsy, lung or mediastinum, percutaneous needle	32405	\$135
Pneumonectomy, total	32440	\$1,027
Lobectomy, total or segmental	32480	\$810
Excision of mediastinal tumor	39220	\$546

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>EAR</b>		
Excision, external ear, partial	69110	\$180
Radical excision, external auditory canal lesion with neck dissection	69155	\$705
Excision aural glomus tumor; transcanal	69550	\$618
Transmastoid	69551	\$1,058
Extended (extratemporal)	69554	\$1,975
<b>ESOPHAGUS</b>		
Excision local lesion with primary repair; cervical approach	43100	\$450
Thoracic approach	43101	\$660
Wide excision of malignant lesion of cervical esophagus	43105	\$720
With radical neck dissection	43106	\$1,096
Esophagectomy (at upper two-thirds level) and gastric anastomosis with vagotomy	43110	\$840
Esophagogastrectomy (lower third) and vagotomy, combined thoracicoabdominal	43120	\$1,041
<b>EYE</b>		
Enucleation of eye	65101	\$375
Exenteration of orbit	65110	\$600
Orbitotomy with removal of lesion	67412	\$600
<b>HEART</b>		
Pericardiectomy	33100	\$800
Excision intracardiac tumor, resection with bypass	33120	\$2,000
<b>INTESTINES</b>		
Colectomy, partial; with anastomosis	44140	\$555
With coloproctostomy	44145	\$639
Colectomy, total, abdominal with ileostomy or ileoproctostomy	44150	\$750
With rectal mucosectomy, ileoanal anastomosis	44153	\$2,000
With proctectomy	44155	\$1,027
Small intestine, enteroscopy beyond second portion of duodenum, with biopsy	44361	\$156
Proctectomy, complete, combined abdominoperineal	45110	\$840
Proctosigmoidoscopy with biopsy	45305	\$135
Colonoscopy, fiberoptic, beyond splenic flexure; with biopsy	45380	\$225
<b>KIDNEY</b>		
Renal biopsy		
Percutaneous, by trocar or needle	50200	\$135
By surgical exposure of kidney	50205	\$240
Nephrectomy, radical, with regional lymphadenectomy	50230	\$1,113
Partial	50240	\$720
<b>LIVER</b>		
Needle biopsy, percutaneous	47000	\$135
Wedge biopsy (independent procedure)	47100	\$300
Hepatectomy, partial lobectomy	47120	\$870
<b>LYMPHATIC SYSTEM</b>		
Biopsy or excision of cervical lymph node; deep	38510	\$135
Cervical lymphadenectomy (complete)	38720	\$630

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>MOUTH</b>		
Excision of lip; transverse wedge excision with primary closure	40510	\$225
Hemiglossectomy	41130	\$330
Glossectomy		
Partial, with unilateral radical neck dissection	41135	\$660
Total, with unilateral radical neck dissection	41145	\$840
With resection, floor of mouth, mandibular resection and radical neck dissection (commando type)	41155	\$1,027
Resection, palate	42120	\$660
<b>OVARY</b>		
Wedge resection or bisection	58920	\$330
<b>PANCREAS</b>		
Excisional biopsy (independent procedure)	48100	\$450
Pancreatectomy with pancreaticoduodenectomy and pancreaticojejunostomy	48150	\$1,438
<b>PAROTID</b>		
Excision parotid tumor, lateral lobe, without nerve dissection	42410	\$186
Total, with unilateral radical neck dissection	42426	\$840
<b>PELVIS</b>		
Radical resection for tumor	27075	\$500
Innominate bone (total)	27077	\$2,000
<b>PENIS</b>		
Amputation, partial	54120	\$300
Complete	54125	\$600
Radical with bilateral inguofemoral lymphadenectomy	54130	\$840
<b>PROSTATE</b>		
Biopsy, needle or punch, single or multiple, any approach	55700	\$135
Transurethral resection of prostate	52601	\$600
Prostatectomy, retropubic radical; with bilateral pelvic lymphadenectomy, including external iliac, hypogastric and obturator nodes	55845	\$1,438
<b>SINUS</b>		
Maxillectomy with orbital exenteration	31230	\$840
<b>SKIN</b>		
Excision of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	11602	\$100
On scalp, neck, hands, feet or genitalia	11622	\$100
On face, ears, eyelids, nose or lips	11642	\$125
Destruction of malignant lesion; diameter 1.1 - 2.0 CM		
On trunk, arms or legs	17262	\$100
On scalp, neck, hands, feet or genitalia	17272	\$100
On face, ears, eyelids, nose or lips	17282	\$100
<b>SPINE</b>		
Resection tumor, radical, soft tissue of flank or back	21935	\$328
Partial resection of vertebral component for cervical tumor	22105	\$263
Biopsy of spinal cord, percutaneous needle	62269	\$368
Laminectomy for biopsy/excision of intraspinal neoplasm;		
Extradural, cervical	63275	\$1,400
Intradural, intramedullary, thoracic	63286	\$2,000

<b>SURGICAL PROCEDURE</b>	<b>PROCEDURE CODE</b>	<b>SURGICAL BENEFIT</b>
<b>STOMACH</b>		
Gastric biopsy by laparotomy	43605	\$405
Local excision of tumor	43610	\$450
Total gastrectomy including intestinal anastomosis	43620	\$840
Hemigastrectomy with vagotomy	43635	\$690
<b>TESTIS</b>		
Biopsy, incisional (independent procedure)	54505	\$135
Orchiectomy, radical, for tumor, inguinal approach	54530	\$285
With abdominal exploration	54535	\$375
<b>THROAT</b>		
Laryngectomy, total, without radical neck dissection	31360	\$750
With radical neck dissection	31365	\$1,479
Pharyngolaryngectomy with radical neck dissection	31390	\$1,062
Laryngoscopy, direct, operative, with biopsy	31535	\$180
<b>THYROID</b>		
Thyroidectomy for malignancy	60252	\$780
With radical neck dissection	60254	\$870
<b>UTERUS</b>		
Colposcopy with biopsy	57454	\$100
Dilation and curettage with biopsy	58120	\$100
Radical abdominal hysterectomy, with bilateral total pelvic and limited para-aortic lymphadenectomy	58210	\$1,438
<b>URINARY</b>		
Ureterectomy, with bladder cuff (independent procedure)	50650	\$600
Total, ectopic ureter; combination abdominal, vaginal and/or perineal approach	50660	\$840
Ureteral endoscopy with biopsy	50974	\$135
<b>VULVA</b>		
Vulvectomy, complete	56625	\$465
Radical	56630	\$660
With inguinofemoral, iliac, and pelvic lymphadenectomy	56640	\$1,130

*In consideration of the payment of additional premium, this Endorsement is attached to and is made a part of your policy.*

### **RETURN OF PREMIUM BENEFIT**

#### **Return of Premium**

We will pay your surviving spouse, or your estate, if You have no surviving spouse, a benefit equal to a percentage of the premiums you have paid for your policy, including the premiums paid for any endorsement attached to your policy, under the following circumstances:

- 1) If the policy lapses or if the Policyowner dies after the 15<sup>th</sup> policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
- 2) If the Policyowner dies after the 5<sup>th</sup> policy anniversary and before the 15<sup>th</sup> policy anniversary, 50% of premiums, minus any claims paid, will be returned.

The Return of Premium Benefit will terminate upon payment of the benefit, and no further premium for this benefit will be due.

Upon the death of the Policyowner before the 5<sup>th</sup> policy anniversary, this Return of Premium Benefit will terminate and no further premium for this benefit will be due.

This Endorsement is signed by our President and Secretary.



President



Secretary

**Equitable Life & Casualty**  
**3 Triad Center**  
**Salt Lake City, Utah 84180-1200**  
**1-800-352-5150**

**OUTLINE OF COVERAGE**  
**SPECIFIED DISEASE COVERAGE**  
**CANCER POLICY**  
**Policy Form 571**

This IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from the company.

**(1) THIS POLICY PROVIDES LIMITED BENEFITS.** This is a supplement to health insurance. Benefits provided are supplemental and are not intended to cover all medical expenses. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

**(2) 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!**

**(3) SPECIFIED DISEASE COVERAGE – CANCER ONLY:** Policies of this category are designed to provide coverage for specific losses resulting from cancer. Coverage is provided by the benefits outlined in Section 4, below; the benefits described in Section 4 may be limited by the limitations contained in Section 5.

**(4) BENEFITS PROVIDED UNDER THE POLICY:**

**FIRST OCCURRENCE BENEFIT:** We will pay **\$1000** when a covered person is diagnosed for the first time as having any internal cancer, even when cancer is not diagnosed until after death. This benefit is payable only once for any covered

person. This benefit is NOT payable if you have been diagnosed or treated for internal cancer before your effective date of coverage or prior to satisfying the 30-day eligibility requirement. We will not pay this benefit for skin cancer.

**HOSPITAL CONFINEMENT BENEFIT** (including U.S. Government Hospital): We will pay **\$100** for each of the first 90 days you are confined as an inpatient to a hospital due to cancer. Beginning with the 91st consecutive day, the daily benefit will be **\$250**. A “day” means a 24-hour period. This benefit will be calculated based on the number of days the hospital charges you for room and board. Separate confinements within 30 days of each other are considered the same period of confinement.

**Exception:** If you are confined to a U.S. Government Hospital, we will pay this benefit while you are so confined in lieu of all other benefits with the exception of the First Occurrence and Transportation Benefits.

**INPATIENT DRUGS BENEFIT:** We will pay actual charges up to **\$20** each day for drugs administered to you while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay actual charges up to **\$20** each day you use the services of an attending physician while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. An attending physician is a doctor, other than your surgeon, who performs cancer treatment services for you while you are confined and charges you for those services.

**SURGICAL PROCEDURE BENEFIT:** We will pay **\$100 to \$2,000** for your cancer surgery performed by a doctor based on the Surgical Schedule in your Policy, including surgical biopsies resulting in a pathological diagnosis of cancer. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat cancer.

If you have more than one surgical procedure performed at the same time through the same incision, we will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable. If you have a surgical procedure performed which is not in the Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the surgical procedures, we will pay no less than the smallest or more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three years of a mastectomy for which we paid a Surgical Procedure Benefit. We will pay actual charges up to the Surgical Procedure Benefit we paid for the mastectomy.

**ANESTHESIA BENEFIT:** We will pay the actual charge incurred up to **25%** of the amount allowed per person as outlined in the Surgical Schedule.

If you have more than one cancer surgical procedure performed at the same time, we will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a cancer surgical procedure that is not listed in the Surgical Schedule, we will pay a benefit amount equal to **25%** of the amount we pay for such surgery. We will pay no less than **25%** of the smallest and no more than **25%** of the largest amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay actual charges up to **\$100** for a second surgical opinion if surgery is recom-

mended due to the positive diagnosis of cancer and you choose to obtain a second physician's opinion. If the second opinion fails to confirm the need for the recommended surgery, we will pay for a third physician's opinion. Second or third opinions must be rendered before surgery is performed. The physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the physician rendering the initial opinion. This benefit is not payable for second or third opinions related to skin cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay **\$40** for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for definitive cancer treatment. We will pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION/CHEMOTHERAPY BENEFIT:** We will pay actual charges up to **\$100** 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 actual charges up to **\$100** per filled prescription with a monthly maximum of **\$500**.

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 and will only be paid through the appropriate surgery benefit. 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.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay actual charges up to **\$50** each calendar month for anti-nausea drugs prescribed by a doctor while receiving radiation or chemotherapy for the treatment of cancer.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay actual charges up to **\$1,000** for each surgically implanted breast prostheses. Non-surgically implanted breast prostheses are limited to the actual charges up to **\$250** lifetime maximum for each covered person. All prostheses must be prescribed by a doctor and obtained within three years of the date of the cancer surgery or treatment for which we paid a benefit under the Policy.

**AMBULANCE BENEFIT:** We will pay actual charges up to **\$50** for each confinement to a hospital due to cancer. Any air ambulance service must be necessary to protect your health and safety when other reasonable and customary travel methods are not available.

Separate confinements within 30 days of each other are considered the same period of confinement.

**TRANSPORTATION BENEFIT:** We will pay actual charges up to **\$250** for each confinement for one-way trip for your coach class plane, train or bus fare for travel within the U.S. more than 100 miles one-way from your residence to receive definitive cancer treatments prescribed by your local physician that are not available within 100 miles one-way from your residence, or for consultation at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute. This benefit pays for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay **\$50** each day you receive inpatient Hospice care due to cancer. You must be diagnosed as terminally ill, no longer be receiving definitive cancer treatment, and be expected to live six months or less.

We will not pay this benefit for any day you are confined to a Hospital or a skilled nursing/extended care facility. This benefit is in lieu of all other benefits of the policy.

### (5) LIMITATIONS AND EXCLUSIONS

Subject to the 30-day eligibility period, your Policy provides benefits only for loss due to cancer and definitive cancer treatment.

Benefits are not payable for:

- Any other disease, sickness or incapacity, unless the disease or condition was caused, complicated or aggravated by Cancer or Cancer Treatment;
- Losses occurring before or during the 30-day eligibility period;
- Losses occurring while the Policy is not in force; or,
- If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only pay benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Cancer must be pathologically diagnosed; however, we will accept a clinical diagnosis when a pathological diagnosis is detrimental to your health.

Hospitalization for cancer must begin at least 30 days after your effective date of coverage. If cancer is first diagnosed while you are hospitalized, you will be eligible for benefits retroactively to the date you were admitted to the hospital, but not for more than 30 days prior to the date of diagnosis. If skin cancer is diagnosed while you are hospitalized, 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 hospitalization ending in your death, but not for more than 30 days prior to the date of your death. A "hospital" is not a bed, unit or a facility that functions as: a skilled nursing facility; a nursing home; an extended care facility; a convalescent home; a rest home or a home for the aged; a sanatorium;

a rehabilitation center; a place primarily providing care for alcoholics or drug addicts; or a facility for the care and treatment of mental diseases or mental disorders.

### **(6) 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, and not during the eligibility period or during a lapse in coverage.
3. determine if any Policy exclusions exist for the claim.

**(7) RENEWABILITY OF THIS POLICY:** The Policy is continuously renewed during the Insured's lifetime by the payment of premiums when due.

**(8) PREMIUM:** Your initial premium depends on the optional benefits you selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

### **(9) OPTIONAL RIDERS AVAILABLE:**

#### **RETURN OF PREMIUM BENEFIT:**

The company will return a percentage of premiums paid under the following circumstances:

1. If the policy lapses, for any reason, after the end of the 15th policy anniversary, 80% of premiums, minus any claims paid, will be returned; or
2. If the insured dies after the 5th policy anniversary and before the 15th policy anniversary, 50% of the premiums, minus any claims paid, will be returned.

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

PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.

**Equitable Life & Casualty**  
**3 Triad Center**  
**Salt Lake City, Utah 84180-1200**  
**1-800-352-5150**

**OUTLINE OF COVERAGE**  
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**CANCER POLICY**  
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person. This benefit is NOT payable if you have been diagnosed or treated for internal cancer before your effective date of coverage or prior to satisfying the 30-day eligibility requirement. We will not pay this benefit for skin cancer.

**HOSPITAL CONFINEMENT BENEFIT** (including U.S. Government Hospital): We will pay **\$100** for each of the first 90 days you are confined as an inpatient to a hospital due to cancer. Beginning with the 91st consecutive day, the daily benefit will be **\$250**. A “day” means a 24-hour period. This benefit will be calculated based on the number of days the hospital charges you for room and board. Separate confinements within 30 days of each other are considered the same period of confinement.

**Exception:** If you are confined to a U.S. Government Hospital, we will pay this benefit while you are so confined in lieu of all other benefits with the exception of the First Occurrence and Transportation Benefits.

**INPATIENT DRUGS BENEFIT:** We will pay actual charges up to **\$20** each day for drugs administered to you while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. Such drugs, at the time of administration, must be approved by the U.S. Food and Drug Administration. This benefit is not payable for drugs which are paid under the Radiation/Chemotherapy Benefit.

**ATTENDING PHYSICIAN BENEFIT:** We will pay actual charges up to **\$20** each day you use the services of an attending physician while you are confined as an inpatient in a hospital due to cancer, up to the number of days for which you receive benefits under the Hospital Confinement Benefit. An attending physician is a doctor, other than your surgeon, who performs cancer treatment services for you while you are confined and charges you for those services.

**SURGICAL PROCEDURE BENEFIT:** We will pay **\$100 to \$2,000** for your cancer surgery performed by a doctor based on the Surgical Schedule in your Policy, including surgical biopsies resulting in a pathological diagnosis of cancer. We will not pay for diagnostic or follow-up surgery which does not definitively diagnose or treat cancer.

If you have more than one surgical procedure performed at the same time through the same incision, we will pay only for the one surgical procedure performed for which the largest benefit amount in the Surgical Schedule is payable. If you have a surgical procedure performed which is not in the Surgical Schedule, we will pay a benefit amount based on the difficulty of the procedure as compared to the difficulty of the procedures shown. Regardless of the difficulty of the surgical procedures, we will pay no less than the smallest or more than the largest amount shown in the Surgical Schedule for any surgical procedure.

**Breast Reconstruction Surgery:** We will pay for reconstructive breast surgery performed within three years of a mastectomy for which we paid a Surgical Procedure Benefit. We will pay actual charges up to the Surgical Procedure Benefit we paid for the mastectomy.

**ANESTHESIA BENEFIT:** We will pay the actual charge incurred up to **25%** of the amount allowed per person as outlined in the Surgical Schedule.

If you have more than one cancer surgical procedure performed at the same time, we will pay an Anesthesia Benefit only for the one surgical procedure performed for which the largest benefit amount is payable. If anesthesia is administered during a cancer surgical procedure that is not listed in the Surgical Schedule, we will pay a benefit amount equal to **25%** of the amount we pay for such surgery. We will pay no less than **25%** of the smallest and no more than **25%** of the largest amount shown in the Surgical Schedule.

**SECOND AND THIRD SURGICAL OPINION BENEFIT:** We will pay actual charges up to **\$100** for a second surgical opinion if surgery is recom-

mended due to the positive diagnosis of cancer and you choose to obtain a second physician's opinion. If the second opinion fails to confirm the need for the recommended surgery, we will pay for a third physician's opinion. Second or third opinions must be rendered before surgery is performed. The physicians rendering such opinions must not be in practice with or otherwise affiliated with each other or the physician rendering the initial opinion. This benefit is not payable for second or third opinions related to skin cancer treatment.

**BLOOD AND PLASMA BENEFIT:** We will pay **\$40** for each unit of whole blood, plasma, red cells, packed cells or platelets You receive for definitive cancer treatment. We will pay for processing, administration, storage, laboratory charges or blood components replaced by donors.

**RADIATION/CHEMOTHERAPY BENEFIT:** We will pay actual charges up to **\$100** 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 actual charges up to **\$100** per filled prescription with a monthly maximum of **\$500**.

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 and will only be paid through the appropriate surgery benefit. 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.

**ANTI-NAUSEA MEDICATION BENEFIT:** We will pay actual charges up to **\$50** each calendar month for anti-nausea drugs prescribed by a doctor while receiving radiation or chemotherapy for the treatment of cancer.

**BREAST PROSTHESIS BENEFIT (SURGICAL AND NON-SURGICAL):** We will pay actual charges up to **\$1,000** for each surgically implanted breast prostheses. Non-surgically implanted breast prostheses are limited to the actual charges up to **\$250** lifetime maximum for each covered person. All prostheses must be prescribed by a doctor and obtained within three years of the date of the cancer surgery or treatment for which we paid a benefit under the Policy.

**AMBULANCE BENEFIT:** We will pay actual charges up to **\$50** for each confinement to a hospital due to cancer. Any air ambulance service must be necessary to protect your health and safety when other reasonable and customary travel methods are not available.

Separate confinements within 30 days of each other are considered the same period of confinement.

**TRANSPORTATION BENEFIT:** We will pay actual charges up to **\$250** for each confinement for one-way trip for your coach class plane, train or bus fare for travel within the U.S. more than 100 miles one-way from your residence to receive definitive cancer treatments prescribed by your local physician that are not available within 100 miles one-way from your residence, or for consultation at a Comprehensive or Clinical Cancer Center as recognized by the National Cancer Institute. This benefit pays for an unlimited number of trips.

**HOSPICE BENEFIT:** We will pay **\$50** each day you receive inpatient Hospice care due to cancer. You must be diagnosed as terminally ill, no longer be receiving definitive cancer treatment, and be expected to live six months or less.

We will not pay this benefit for any day you are confined to a Hospital or a skilled nursing/extended care facility. This benefit is in lieu of all other benefits of the policy.

### **(5) LIMITATIONS AND EXCLUSIONS**

Subject to the 30-day eligibility period, your Policy provides benefits only for loss due to cancer and definitive cancer treatment.

Benefits are not payable for:

- Any other disease, sickness or incapacity, even if the disease or condition was caused, complicated or aggravated by Cancer or Cancer treatment;
- Losses occurring before or during the 30-day eligibility period;
- Losses occurring while the Policy is not in force; or,
- If any Cancer is first diagnosed during the first 30 days after Your Effective Date of coverage, We will only pay benefits for Loss due to Cancer commencing 12 months after Your Effective Date of coverage.

Cancer must be pathologically diagnosed; however, we will accept a clinical diagnosis when a pathological diagnosis is detrimental to your health.

Hospitalization for cancer must begin at least 30 days after your effective date of coverage. If cancer is first diagnosed while you are hospitalized, you will be eligible for benefits retroactively to the date you were admitted to the hospital, but not for more than 30 days prior to the date of diagnosis. If skin cancer is diagnosed while you are hospitalized, 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 hospitalization ending in your death, but not for more than 30 days prior to the date of your death. A "hospital" is not a bed, unit or a facility that functions as: a skilled nursing facility; a nursing home; an extended care facility; a convalescent home; a rest home or a home for the aged; a sanatorium;

a rehabilitation center; a place primarily providing care for alcoholics or drug addicts; or a facility for the care and treatment of mental diseases or mental disorders.

### **(6) 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, and not during the eligibility period or during a lapse in coverage.
3. determine if any Policy exclusions exist for the claim.

**(7) RENEWABILITY OF THIS POLICY:** The Policy is continuously renewed during the Insured's lifetime by the payment of premiums when due.

**(8) PREMIUM:** Your initial premium depends on the optional benefits you selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

### **(9) OPTIONAL RIDERS AVAILABLE:**

#### **RETURN OF PREMIUM BENEFIT:**

The company will return a percentage of premiums paid under the following circumstances:

1. If the policy lapses, for any reason, after the end of the 15th policy anniversary, 80% of premiums, minus any claims paid, will be returned; or

2. If the insured dies after the 5th policy anniversary and before the 15th policy anniversary, 50% of the premiums, minus any claims paid, will be returned.

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

PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.