

SERFF Tracking Number: WSST-126119767 State: Arkansas
Filing Company: Western and Southern Life Insurance Company State Tracking Number: 42488
Company Tracking Number: 0907-80
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit
Product Name: Critical Illness/0907-80/WSLIC/NL
Project Name/Number: Critical Illness/0907-80/WSLIC/NL/0907-80

Filing at a Glance

Company: Western and Southern Life Insurance Company

Product Name: Critical Illness/0907-80/WSLIC/NL SERFF Tr Num: WSST-126119767 State: ArkansasLH

TOI: H071 Individual Health - Specified Disease - Limited Benefit SERFF Status: Closed State Tr Num: 42488

Sub-TOI: H071.001 Critical Illness Co Tr Num: 0907-80 State Status: Approved-Closed

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

Authors: Nikki Lape, Ramona Disposition Date: 06/09/2009

Piercefield, Elaine Greer

Date Submitted: 05/27/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Critical Illness/0907-80/WSLIC/NL

Project Number: 0907-80

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: This filing has been submitted to our domicile state, Ohio, and is pending approval.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/09/2009

Explanation for Other Group Market Type:

State Status Changed: 06/09/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE:0907-80 AR Limited Benefit Policy

0907-1007 END Endorsement

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Project Name/Number: Critical Illness/0907-80/WSLIC/NL/0907-80
0107-85 Accidental Death Benefit Rider
DO-10-CI-0906 Application for Critical Illness Insurance
DO-41-CI-0906 Critical Illness Insurance Application
1960-0907 Summary of Coverage
The Western and Southern Life Insurance Company - NAIC Code # 70483

The above referenced forms are being submitted in "John Doe" fashion for review and approval.

These are new forms and do not replace any existing forms. These forms are intended to be marketed on an individual basis by licensed insurance agents.

Description of Policy

This policy is a non-participating, guaranteed renewable for life, limited benefit health insurance policy. The policy is not a Medicare Supplement Policy, nor is it intended to be life insurance.

This policy provides a lump sum benefit upon diagnosis of one of the covered illnesses as defined in the policy. A partial benefit may also be paid for a specific illness or specified surgical treatment as defined in the policy.

After payment of a partial benefit, the face amount reduces by the amount of the partial benefit, and the premium reduces to the amount appropriate for the new face amount.

On the policy anniversary following the Insured's 65th birthday, the Maximum Benefit Amount in force may be reduced by 50%. If the Insured was age 60 or older at issue, the reduction would occur on the fifth policy anniversary. For an additional premium, the Maximum Benefit Amount will remain level, except for any decreases generated by a partial benefit. This feature is shown on the Data Page and indicates whether or not the Maximum Benefit Amount will decrease, and when the decrease will occur.

The available premium classes are: Male or Female Standard Non-Tobacco User, or Male or Female Standard Tobacco User. No substandard ratings or flat extras will be permitted. In addition, this policy will be marketed in connection with payroll deduction plans. Consequently, we believe that there are Norris implications and the policies marketed through such payroll deduction plans should be issued on a unisex basis. In those instances, a unisex premium class will be

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issued and Endorsement 0907-1007 END will be attached to the policy at issue.

Description of Endorsement

Endorsement 0907-1007 END will be attached to the contract at issue for unisex premium classes only.

Description of Rider

Accidental Death Benefit Rider 0107-85 is an optional rider, available only at issue, and has an additional charge. The rider provides for a payment of a lump sum upon receipt of proof that the Insured's death was accidental in accordance with the terms of the policy. The Accidental Death Benefit amount is equal to the initial face amount of the base policy. It will not be reduced by partial benefit payouts or any contractual benefit reduction. The rider is available for issue ages 18-60. The rider coverage terminates at attained age 70.

Description of Application

Application DO-10-CI-0906 is intended for use with critical illness/specified disease products. The application may be used in the traditional paper format, electronically using a digital signature via a pen pad, or completed over the telephone using voice signature.

When completed electronically, the licensed sales representative conducts an interview with the applicant by asking them questions on the application as they appear on the computer screen and typing in the answers. The applicant will be able to review the completed application in its entirety, including any agreements and certifications, on the computer screen. All of the information shown on the screen will be identical to the paper copy of the material.

The applicant will digitally sign the application using a pen pad. The application is electronically sent to the Home Office for review and processing. A paper application will be prepared from the encrypted record and inserted into the policy in a form approved by the state. The electronic signatures will be printed on the application in the designated signature blocks. A detailed explanation of our system security for electronic signature is attached.

Description of Reinstatement Application

Application DO-41-CI-0906 will be used for reinstatement purposes. The application may be used in any or all of the formats as Application DO-10-CI-0906.

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Actuarial Memorandum

Actuarial data is attached for your review.

Statements of Variability

There are three Statements of Variability included with this filing to support the policy, application and reinstatement application.

The Schedule Pages are completed in John Doe fashion. Bracketed material contained in the Contracts and Schedule Pages are variable and subject to change in accordance with the circumstances outlined in the Statements of Variability.

We reserve the right to change our company logo and officer signatures if such items should change in the future. The flexibility to change our logo does not include the Company name. We understand if our Company name changes for any reason we must notify the Department accordingly.

Readability Certification

Attached is the required certification(s)/transmittal form. These forms have been scored for readability and the Flesch test score certification is enclosed.

Format

These forms are submitted in final printed format and are subject to only minor modification in paper size and stock, ink, border, typographical errors, printed in form of a booklet and formatting pages to conform to our printer requirements. No change in language will occur.

I look forward to your review and approval.

Company and Contact

Filing Contact Information

Nikki Lape, Product & State Filing Analyst
400 Broadway

Nikki.Lape@wslife.com
(800) 446-0795 [Phone]

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Cincinnati, OH 45202 (513) 357-4123[FAX]

Filing Company Information

Western and Southern Life Insurance Company CoCode: 70483 State of Domicile: Ohio
400 Broadway Group Code: 836 Company Type: Life & Health
Cincinnati, OH 45202 Group Name: West-Southern State ID Number:
Group
(800) 446-0795 ext. [Phone] FEIN Number: 31-0487145

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes
Fee Explanation: A \$50 fee is required for the filing of any policy. Multiple forms relating to a single policy may be filed together for one fee. \$50.00 x 1 policy = \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Western and Southern Life Insurance Company	\$50.00	05/27/2009	28110606

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/09/2009	06/09/2009

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	06/02/2009	06/02/2009	Nikki Lape	06/09/2009	06/09/2009

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Endorsement Form		Ramona Piercefield	05/27/2009	05/27/2009

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	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	Electronic Signatures Document	Approved-Closed	Yes
Supporting Document	Statements of Variability	Approved-Closed	Yes
Form (revised)	Limited Benefit Policy	Approved-Closed	Yes
Form	Limited Benefit Policy	Replaced	Yes
Form (revised)	Endorsement	Approved-Closed	Yes
Form	Endorsement	Replaced	Yes
Form	Application for Critical Illness Insurance	Approved-Closed	Yes
Form	Critical Illness Insurance Application	Approved-Closed	Yes
Form (revised)	Critical Illness Summary of Coverage	Approved-Closed	Yes
Form	Critical Illness Summary of Coverage	Replaced	Yes
Form	Accidental Death Benefit Rider	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/02/2009
Submitted Date 06/02/2009

Respond By Date

Dear Nikki Lape,

This will acknowledge receipt of the captioned filing.

Objection 1

- Limited Benefit Policy (Form)

Comment:

Under the benefit payable for critical illness, it is stated that 100% of the Maximum Benefit amount is payment for: Life Threatening Cancer, subject to the limitations set forth below if first Diagnosed within 90 days after the Policy Date or date of last reinstatement.

The 90 days is considered to be a waiting period before maximum benefits are payable. Under Rule 18, Appendix 1. A. (5), No policy issued pursuant to this section shall contain a waiting or probationary period greater than thirty (30) days.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/09/2009
Submitted Date 06/09/2009

Dear Rosalind Minor,

Comments:

Thank you for your letter dated 06/02/2009. Please find our response to your objection below.

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Response 1

Comments: We have replaced "90 days" with "30 days" in the Benefits Payable provision (P.7), Special Limitations for Life Threatening Cancer and First Carcinoma in Situ provision (P.7), and the Reinstatement provision (P.10). We have also revised the Summary of Coverage (Outline of Coverage) to reflect these changes as well. Due to these changes the Summary's form number has changed from 1960-0907 to 1960-AR-0907.

Related Objection 1

Applies To:

- Limited Benefit Policy (Form)

Comment:

Under the benefit payable for critical illness, it is stated that 100% of the Maximum Benefit amount is payment for: Life Threatening Cancer, subject to the limitations set forth below if first Diagnosed within 90 days after the Policy Date or date of last reinstatement.

The 90 days is considered to be a waiting period before maximum benefits are payable. Under Rule 18, Appendix 1. A. (5), No policy issued pursuant to this section shall contain a waiting or probationary period greater than thirty (30) days.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Limited Benefit Policy	0907-80 AR		Policy/Contract/Fraternal Certificate	Initial		55	0907-80 AR.pdf
Previous Version							
Limited Benefit Policy	0907-80 AR		Policy/Contract/Fraternal Certificate	Initial		55	0907-80 AR.pdf
Critical Illness Summary of Coverage	1960-AR-0907		Outline of Coverage	Initial		50	1960-AR-0907.pdf
Previous Version							
Critical Illness	1960-0907		Outline of Coverage	Initial		50	1960-

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Summary of Coverage

0907.pdf

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No Rate/Rule Schedule items changed.

We look forward to your continued review and approval.

Sincerely,
Elaine Greer, Nikki Lape, Ramona Piercefield

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Amendment Letter

Amendment Date:
 Submitted Date: 05/27/2009

Comments:

Dear Reviewer,

It recently came to our attention that the endorsement form, 0907-1007 END, included in this filing had a typographical error. Our company name incorrectly read, "The Western-Southern Life Insurance Company" instead of "The Western and Southern Life Insurance Company." We have corrected this error and look forward to your continued review and approval.

We certify that the correction to the company name is the only change that has been made to this form/filing.

Sincerely,
 Nikki Lape
 Jr. Product & State Filing Analyst

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
0907-1007 END	Policy/Contract/Fraternal Certificate:	Endorsement Initial	Initial				54	0907-1007 END.pdf
	Amendment, Insert Page, Endorsement or Rider							

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Form Schedule

Lead Form Number: 0907-80

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	0907-80 AR	Policy/Cont	Limited Benefit Policy/ ractal/ Fraternal Certificate	Initial		55	0907-80 AR.pdf
Approved-Closed	0907-1007 END	Policy/Cont	Endorsement ractal/ Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		54	0907-1007 END.pdf
Approved-Closed	DO-10-CI- 0906	Application/ Enrollment Form	Application for Critical Illness Insurance	Initial		54	DO-10-CI- 0906 (Bracketed).p df
Approved-Closed	DO-41-CI- 0906	Application/ Enrollment Form	Critical Illness Insurance Application	Initial		54	Do-41-CI- 0906 (brackets).pdf
Approved-Closed	1960-AR- 0907	Outline of Coverage	Critical Illness Summary of Coverage	Initial		50	1960-AR- 0907.pdf
Approved-Closed	0107-85	Policy/Cont ractal/ Fraternal Certificate: Amendment, Insert Page, Endorsement	Accidental Death Benefit Rider	Initial		50	0107-85.pdf

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nt or Rider



Western & Southern Life

A member of Western & Southern Financial Group

The Western and Southern Life Insurance Company

[400 Broadway
Cincinnati, Ohio 45202-3341]

CRITICAL ILLNESS INDEMNITY INSURANCE. We, The Western and Southern Life Insurance Company, will pay the benefits described in this policy when we receive proof that the Insured has incurred a Critical Illness Insured Condition. The benefits described in this policy are subject to the terms, conditions and limitations of this policy.

The premium paid, the completed application, and Our reliance on the answers to the application questions have put this policy in force as of the Policy Date. That date is shown on the Data Page. A copy of the application, any supplemental applications, and any riders are attached.

RENEWAL. The Owner can keep this policy in force during the Insured's lifetime by the timely payment of the required premium and until the Maximum Benefit Amount then in force has been paid. The premium must be paid by the date it is due or during the 31 day Grace Period.

PREMIUM CHANGES. The premium payable is shown in the Data Page. This premium will not be changed during the first policy year except as allowed in this policy when benefits are paid. On or after the first policy anniversary, We may change the premium payable for this policy. Such change will be applied only when the same change is made for all policies of this plan and premium class in the Insured's state. We will send the Owner written notice. The notice will be sent to the Owner's last known address, at least 30 days prior to the date of any change in premium.

PLEASE READ THE APPLICATION. Please read the attached copy of the application immediately. If anything in it is not correct or if any past medical history has been left out, the Owner and the Insured should tell Us. This policy was issued on the basis that all information in the application is correct and complete. If not, this policy may not be valid.

THIRTY-DAY RIGHT TO EXAMINE POLICY. We want the Owner to fully understand and be entirely satisfied with this policy. If the Owner is not satisfied for any reason, the Owner may return this policy to Our agent. The policy must be returned within thirty days of its receipt. We will then refund any premiums paid less any claims paid. This policy will then be considered never to have been issued.

[SPECIMEN
John A. Smith
Secretary

SPECIMEN
John A. Smith
President and
Chief Executive Officer

This is a Critical Illness only Policy and it does not pay benefits for loss from any other cause.

**CAUTION: This is a limited benefit policy.
Read it carefully with the outline of coverage.
THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.**

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Data Page

Insured [JOHN DOE] [35] **Age**
Sex [MALE] [12-07-2009] **Policy Date**
Policy Number [12345678] [S5-039] **District**
Maximum Benefit Amount At Issue [\$10,000]
Owner [JOHN DOE]
Beneficiary CLASS 1 [ESTATE]

<u>Schedule Of Benefits</u>	<u>Schedule Of Premiums</u>				
	<u>Annual</u>	<u>Semi-Annual</u>	<u>Quarterly</u>	<u>Monthly</u>	<u>[PAC Monthly]</u>
CRITICAL ILLNESS COVERAGE	[\$146.50]	[\$76.18]	[\$38.82]	[\$14.65]	[\$13.19]
[ACCIDENTAL DEATH RIDER*]	[\$10.80]	[\$5.62]	[\$2.86]	[\$1.08]	[\$0.97]
TOTAL PREMIUM AT ISSUE	[\$157.30]	[\$81.80]	[\$41.68]	[\$15.73]	[\$14.16]

A POLICY FEE IS INCLUDED IN PREMIUMS ABOVE: [\$50]

[STANDARD NON-TOBACCO USER RATES ON THE INSURED]

[ACCIDENTAL DEATH RIDER DATE: [12-07-2009] BENEFIT AMOUNT: [\$10,000]]

[*THE ACCIDENTAL DEATH BENEFIT IS PAYABLE TO THE POLICY ANNIVERSARY ON OR NEXT FOLLOWING THE INSURED'S 70TH BIRTHDAY]

This policy [is] issued with the Automatic 50% Maximum Benefit Amount Reduction

[Effective Date of Reduction: [12-07-2039]]

Definitions

Defined Terms

“Beneficiary” means the person(s) or entity named in writing by the Owner to receive the payment of benefits of this policy if the Owner is deceased.

“Critical Illness Insured Condition” means one of the medical conditions or surgical treatments (First Coronary Angioplasty or First Coronary Artery Bypass Surgery) defined below. The Insured must be first Diagnosed with or receive the required surgical treatment for one of the Critical Illness Insured Conditions after the Policy Date and in accordance with all other requirements of this policy.

- (a) **“Life Threatening Cancer”** means a malignant neoplasm (including hematologic malignancy), which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. The following types of cancer are not considered a Life Threatening Cancer: prostate cancer staged less than T2N0M0 or equivalent staging; carcinoma in situ; pre-malignant lesions (such as intraepithelial neoplasia), benign tumors or polyps; any skin cancer other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become Life Threatening Cancers. Life Threatening Cancer must be diagnosed pursuant to a Pathological Diagnosis or a Clinical Diagnosis.
- (b) **“First Carcinoma in Situ”** means the first Diagnosis of cancer wherein the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. This does not include skin cancer. First Carcinoma in Situ must be diagnosed pursuant to a Pathological Diagnosis or Clinical Diagnosis.
- (c) **“First Coronary Angioplasty (surgical treatment)”** means the first ever balloon angioplasty or other forms of catheter based percutaneous transluminal coronary artery therapy to correct narrowing or blockage of one or more coronary arteries. To be covered, the surgical treatment must be performed by a Legally Qualified Physician who is a board certified cardiologist.
- (d) **“First Coronary Artery Bypass Surgery (surgical treatment)”** means the first ever coronary artery revascularization surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. To be covered, the surgical treatment must be performed by a Legally Qualified Physician who is a board certified cardiothoracic surgeon.
- (e) A **“Heart Attack”**: for purposes of coverage under this policy is limited solely to a Myocardial Infarction, which is defined as the death of a portion of the heart muscle, due to inadequate blood supply. Proof of a Myocardial Infarction must include all of the following:
 - (1) typical clinical symptoms, such as central chest pain; and
 - (2) diagnostic increase of specific cardiac markers; and
 - (3) new electrocardiographic markers of infarction.

-
- (f) **“Major Organ Transplant”** means clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with the organ(s) or tissue from a suitable donor under generally accepted medical procedures. Those organs or tissues covered by this definition are limited to: liver; kidney; lung; entire heart; small intestine; pancreas; pancreas-kidney; or bone marrow. In order for the Insured’s Major Organ Transplant to be covered, the Insured must also be registered by the United Network of Organ Sharing (UNOS).
- (g) **“End Stage Renal Failure”** means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with regular dialysis. In order for End Stage Renal Failure to be covered, the Diagnosis of End Stage Renal Failure must be made by a Legally Qualified Physician who is a board certified nephrologist.
- (h) **“Stroke”** means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis producing measurable, neurological deficit persisting for at least 30 days following the occurrence of the Stroke. Stroke does not include Transient Ischemic Attack (TIA) or other cerebral vascular events.

“Date of Diagnosis” means the date the Diagnosis is established by a Legally Qualified Physician, who is also a board certified specialist where required under this policy, through the use of clinical and/or laboratory findings as supported by the Insured’s medical records.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Date of Diagnosis is the date of the performance of the surgical treatment as defined in this policy.

In the case of a Major Organ Transplant, the Date of Diagnosis is the date that the Insured has been registered by the United Network of Organ Sharing (UNOS).

“Diagnosis” means the definitive establishment of the Critical Illness Insured Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Legally Qualified Physician who is also a board certified specialist where required under this policy.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Diagnosis includes the performance of the surgical treatment as defined in this policy.

In the case of a Major Organ Transplant, the Diagnosis includes Our verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

“Clinical Diagnosis” means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on the study of symptoms, clinical findings and diagnostic test results. We will accept a Clinical Diagnosis of Life Threatening Cancer or First Carcinoma in Situ only if the following conditions are met:

- (a) A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- (b) There is medical evidence to support the Diagnosis; and
- (c) A Legally Qualified Physician is treating the Insured for Life Threatening Cancer and/ or First Carcinoma in Situ.

“Pathological Diagnosis” means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Legally Qualified Physician who is also a board certified pathologist and whose Diagnosis of malignancy conforms with the standards set by the American College of Pathology.

“Insured” means the person named as Insured on the Data Page.

“Legally Qualified Physician” means a person, other than the Insured or the Owner, a member of the Insured's or the Owner's immediate family, or a business associate of the Insured or Owner, who is duly licensed and practicing medicine in the United States and who is legally qualified to diagnose and treat sickness and injuries. He or she must be providing services within the scope of his or her license, and must currently be a board certified specialist where required under this policy. Such certification must be affirmed by the American Board of Medical Specialties or The Bureau of Osteopathic Specialists.

“Maximum Benefit Amount” means the maximum amount that will be payable under this policy. This amount is payable only upon the first Diagnosis of, or required surgical treatment for, a Critical Illness Insured Condition. The Maximum Benefit Amount is shown on the Data Page. A portion of the Maximum Benefit Amount is payable for some of the Critical Illness Insured Conditions defined in this policy. The Maximum Benefit Amount will be reduced by any portion of the Maximum Benefit Amount required to be paid under this policy. The Maximum Benefit Amount may also be reduced by any benefits paid under certain attached riders, if applicable.

“Our,” “Us,” “We” means The Western and Southern Life Insurance Company.

“Owner” means the Insured unless another Owner is listed on the application or the Insured assigns the ownership to another person or entity in accordance with the Ownership provision of this policy.

“Policy Date” means the date the policy has been put in force and is shown on the Data Page.

“You,” “Your,” means the person named as the Insured on the Data Page.

Critical Illness Benefits

Benefit Payable

Subject to the terms and conditions of this policy, all or a portion of the Maximum Benefit Amount, as designated below (such amount being referred to as the “Benefit Payable”), is payable for a Critical Illness Insured Condition of the Insured, provided that the first Diagnosis of the Critical Illness Insured Condition is made while this policy is in force. The Benefit Payable is as follows:

100% of the Maximum Benefit Amount is payable for:

- (a) Life Threatening Cancer, subject to the limitations set forth below if first Diagnosed within 30 days after the Policy Date or date of last reinstatement;
- (b) Heart Attack (Myocardial Infarction);
- (c) Major Organ Transplant;
- (d) End Stage Renal Failure; or
- (e) Stroke.

25% of the Maximum Benefit Amount is payable only once for each of the following:

- (a) the First Coronary Angioplasty (surgical treatment);
- (b) the First Coronary Artery Bypass (surgical treatment); and
- (c) the Diagnosis of First Carcinoma In Situ as required by this policy, subject to the limitations set forth below if first Diagnosed within 30 days after the Policy Date or the date of last reinstatement.

Special Limitations for Life Threatening Cancer and First Carcinoma in Situ

The Benefit Payable under this policy for Life Threatening Cancer or First Carcinoma in Situ will be limited and this policy will terminate if, within 30 days following the Policy Date or the date of last reinstatement, if any, of this policy, the Insured:

- (a) is first Diagnosed as having Life Threatening Cancer or First Carcinoma in Situ; or
- (b) has exhibited any symptoms or medical problems which lead to a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ.

In the event that either (a) or (b) above should occur with respect to a Life Threatening Cancer or First Carcinoma in Situ, We will pay the Owner a limited benefit. The benefit will be equal to ten percent (10%) of the above-defined Benefit Payable for a Life Threatening Cancer or First Carcinoma in Situ, as applicable. We will also refund to the Owner all premiums paid for this policy and any attached riders since the later of the Policy Date or the date of last reinstatement, if any. No other benefits shall be payable under this policy, and this policy and all attached riders shall terminate.

Maximum Benefit Amount Reduced by Benefits Paid

If a portion of the Maximum Benefit Amount is paid under this policy, the Maximum Benefit Amount will be reduced by the amount paid. The premium will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new premium.

If the premium is paid in advance and we pay a partial benefit, we will refund any excess premium paid.

Automatic 50% Maximum Benefit Amount Reduction

This Automatic 50% Maximum Benefit Amount Reduction provision only applies if the Data Page shows that this policy **is** issued with the Automatic 50% Maximum Benefit Amount Reduction. If the Data Page shows that this policy **is not** issued with this provision, then the Automatic 50% Maximum Benefit Amount Reduction described in the following paragraph will not occur.

The Maximum Benefit Amount in force on the Policy Date anniversary on or next following the Insured's 65th birthday will automatically be reduced by 50%. For an insured who is age 60 or older at issue, the 50% reduction of the Maximum Benefit Amount will occur on the fifth anniversary of the Policy Date.

Maximum Benefit Limit

In no event will the payment(s) for any Critical Illness Insured Condition(s) exceed the Maximum Benefit Amount then in force.

Notice Regarding Certain Government Entitlements

Receipt of Critical Illness Benefits may affect eligibility for Medicaid or other government benefits and entitlements.

Exceptions and Limitations

This policy does not cover any loss of the Insured caused by the following:

- (a) intentionally self inflicted injury, while sane or insane;
- (b) the use or intake of any drug, intoxicant or narcotic, other than as prescribed and administered by or in accordance with the instruction of a Legally Qualified Physician;
- (c) the Insured's operation of a motor vehicle while the Insured's blood alcohol concentration is in excess of the legal limit in the state in which the incident occurs;
- (d) committing or attempting to commit a felony;
- (e) loss resulting from, or service in the armed forces or auxiliary units;
- (f) while engaging in an illegal occupation; or
- (g) participating in a riot or insurrection.

This policy will cover only the following skin cancers: (1) invasive malignant melanoma in the dermis or deeper; and (2) skin malignancies that have become Life Threatening Cancers, as described in the Definitions section, above.

No benefits are payable for any medical conditions or surgical treatments other than the Critical Illness Insured Conditions defined in this policy.

Term of Coverage; Termination; Return of Premium

Term of Coverage

Coverage starts on the Policy Date at 12:01 a.m., Standard Time where the Insured lives. It ends at 12:01 a.m., the same Standard Time, on the first renewal date. Each time the policy is renewed by paying the premium within the 31-day grace period, the new term begins when the old term ends.

Termination

This policy will end on the earliest of the following:

- (a) the date that We receive the Owner's written request to end this policy;
- (b) the date of the Insured's death;
- (c) the premium due date, if sufficient premium has not been paid before the end of the Grace Period;
- (d) the date the Maximum Benefit Amount is paid; or
- (e) the date this policy terminates as set forth in the Special Limitations For Life Threatening Cancer And First Carcinoma In Situ section, above.

Return of Premium

Upon the Insured's death while this policy is in force, We will return to the Owner, or to the Owner's Beneficiary if the Owner is deceased, or to the Owner's estate if there is no Beneficiary, 100% of all premiums paid for this policy and for certain attached riders, if applicable and so stated in such riders, minus any benefits paid. The premiums to be returned will be calculated: (a) without interest and (b) after all pending claims have been settled. If the sum of all benefits paid under the policy and applicable riders is equal to or greater than the sum of the premiums paid, there will be no return of premium(s).

No return of premium will be made if the Insured dies from any cause listed in the Exceptions and Limitations section, above.

How to File a Claim

Notice of Claim

We must be given written Notice of Claim within 20 days after a loss occurs or starts, or as soon thereafter as is reasonably possible. The Owner may give the Notice, or may designate someone to give notice on his or her behalf. The Notice should give the Owner's name, the Insured's name, and the policy number as shown on the Data Page. Notice should be mailed to Us in Cincinnati, Ohio, or to any of Our agents.

Claim Forms

When We receive the Notice of Claim, We will send the forms for filing a Proof of Loss. If We do not send forms within 15 days, the Owner or the Insured can meet the requirement by giving Us a written statement of the nature and extent of the loss, and any other necessary supporting documentation that we may require. We must receive this statement and any other necessary supporting documentation within the time given for filing written Proof of Loss.

Proof of Loss

We must receive due written Proof of Loss within 90 days after the date of such loss, or as soon thereafter as is reasonably possible. Proof must, however, be furnished no later than 12 months from the date of loss, except in the absence of legal capacity.

In order to confirm, to Our satisfaction, the existence of the loss generating the claim, We reserve the right to conduct an investigation, including an independent medical examination conducted by a Legally Qualified Physician of Our choice and at Our expense, as often as is reasonably necessary.

Payment of Claims

Any benefits payable under the Policy will be paid to the Owner. If We receive notice of the death of the Owner prior to Our payment of the Benefits, We will pay the Beneficiary. If the Owner is deceased and there is no Beneficiary, We will pay any amount due to the Owner's estate.

We will pay any benefits payable in a lump sum as soon as we receive due written Proof of Loss, subject to the provisions of this policy.

Other Policy Provisions

Entire Contract; Changes

This policy and any attachments are the entire contract. No agent may change it in any way. Only an officer of Ours can approve a change. Any such change must be shown in the policy.

Time Limit on Certain Defenses

After this policy has been in force for a period of two years during the Insured's lifetime, We cannot use misstatements, except fraudulent misstatements in the application, to void the coverage or deny a claim for loss that happens after the two-year period.

After this policy has been in force for a period of two years after the date of reinstatement and during the Insured's lifetime, We cannot use misstatements, except fraudulent misstatements, in the reinstatement application to void the coverage or to reduce or deny a claim which would otherwise be covered.

This provision also applies to riders attached to this policy. In applying this provision, the word "rider" will be used for the word "policy."

Grace Period

The premium must be paid on or before the date it is due or during the 31-day grace period that follows. This policy remains in force during the grace period. There is a grace period unless we write and tell the Owner it does not apply.

Reinstatement

If the premium due is not paid before the end of the Grace Period, this policy will lapse and end as of the premium due date. In order to reinstate the policy, We must receive a written application for reinstatement, together with evidence satisfactory to Us of Your insurability, and payment of all premiums due. This policy will be placed in force once the application is approved. Unless we have previously sent the Owner written notice of disapproval, the policy will be reinstated on the 45th day after the date of application or such earlier date that We approve the application. This policy may not be reinstated and We will not accept any premium more than 90 days after the date the policy lapses.

A reinstated policy will cover only loss from a Critical Illness Insured Condition that results from a first Diagnosis after the date of reinstatement. In all other respects, the Insured, the Owner (if the Owner is other than the Insured), and We have the same rights under this policy as were in effect before the lapse. After the policy has been reinstated, the time period in the Time Limit On Certain Defenses provision will be measured from the date of reinstatement as to the statements contained in the application for reinstatement, except for fraudulent misstatements. A new 30-day period after the reinstatement date, during which the Benefit Payable is limited for Life Threatening Cancer and First Carcinoma in Situ, will apply as described in the Special Limitations For Life Threatening Cancer And First Carcinoma In Situ section, above.

Change of Beneficiary

The Owner may change a Beneficiary by written request filed with Us. The consent of the beneficiary or beneficiaries is not required to make any change to this policy. No change will take effect unless such request is received and recorded by Us during the Insured's lifetime. A valid request received by Us will then take effect as of the date received and recorded. No change of Beneficiary will have any effect on payment or other action taken by Us before it is received.

Ownership

This policy belongs to the Owner. All policy rights may be exercised by the Owner. Ownership of this policy may be transferred only by written request filed with Us in Cincinnati, Ohio. The transfer of ownership shall be effective on the date the written request was signed. All transfers will be subject to any action taken by Us prior to receipt of the written request. We will have no liability for our actions or omissions made in good faith relating to any transfer of ownership.

Physical Examination and Autopsy

We, at Our expense, may have the Insured examined when and as often as reasonable while a claim is pending. We, at Our expense, may have an autopsy of the Insured done where it is not forbidden by law.

Legal Actions

No person can bring a legal action to recover under this policy until the expiration of at least 60 days after We have received written Proof of Loss that is satisfactory to Us. No action may be commenced to recover under this policy more than three years after the date that Proof of Loss is required.

Misstatement of Age or Sex

If the Insured's age or sex has been misstated, all amounts payable under this policy will be adjusted. The benefits paid will be based on the amount of coverage that the premiums paid would have purchased had the Insured's correct age and sex been provided. As a result of such misstatement, We may have issued a policy which would not have been issued to You had such misstatement not occurred. In that case, Our liability under this policy will be limited to a refund of the premium paid.

Conformity with State Statutes

The provisions of this policy must conform with the laws of the state in which You reside on the Policy Date. If they do not, they are hereby amended to conform.

The Western and Southern Life Insurance Company
[400 Broadway
Cincinnati, Ohio 45202-3341]

[www.WesternSouthernLife.com
Customer Service — 800-926-1993]

CAUTION: This is a limited benefit policy.
Read it carefully with the outline of coverage.
THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

The Western and Southern Life Insurance Company

Unisex Endorsement

This Endorsement is attached to the policy and is made a part of the policy. This policy is issued on a unisex basis and is modified as follows. All sex-distinct references in the policy, including any accompanying riders and endorsements, are hereby deleted.

This endorsement is effective as of the Policy Date.


[SPECIMEN
Secretary


[SPECIMEN
President and
Chief Executive Officer]

**APPLICATION FOR
 CRITICAL ILLNESS INSURANCE**

Proposed Insured			Sex	Date of Birth	Age
Address			Social Security Number		
City, State, ZIP			Telephone (Area Code/Number)		
E-Mail Address			Fax Number		
Marital Status	<input type="checkbox"/> Never Married	<input type="checkbox"/> Married	<input type="checkbox"/> Widowed	Height	Weight
	<input type="checkbox"/> Separated	<input type="checkbox"/> Divorced		_____ Ft _____ In	_____ Lbs
U.S. Citizen?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
If not a citizen	a. does he or she have:		<input type="checkbox"/> visa	<input type="checkbox"/> Alien Registration Card	<input type="checkbox"/> Neither
	b. Date of arrival in United States:		<input type="checkbox"/> less than 2 years ago	<input type="checkbox"/> 2 or more years ago	
Employer _____			Occupation _____		
Duties _____					
Plan	Benefit Amount		RIDER		
_____	\$ _____		<input type="checkbox"/> Accidental Death Benefit		
Premium Payment Method	Amount Collected				
_____	\$ _____				
Is spouse applying for Critical Illness Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete the following:					
Spouse name _____			Spouse Date of Birth _____		
Beneficiaries	Name	Relationship	SS#/TN	Date of Birth/Trust	
Class I (Primary)					
.....					
.....					
.....					
Class II (Contingent)					
.....					
.....					
.....					

PLACE LABEL HERE

Owner (Complete if other than Proposed Insured)

Individual

Trust

Business

Name		Sex	Date of Birth/Trust	Age
Address		Social Security Number or TIN		
		Relationship to Proposed Insured		
City, State, ZIP		Telephone (Area Code/Number)		
E-Mail Address		Fax Number		

Premium Payer (Complete if other than Proposed Insured)

Sex

Date of Birth

Age

Address		Social Security Number or TIN		
		Relationship to Proposed Insured		
City, State, ZIP		Telephone (Area Code/Number)		
E-Mail Address		Fax Number		

Add to existing Client Account Number

Answer The Following Questions:

YES NO

- A. Does the Proposed Insured have any other Critical Illness (lump sum diagnostic benefits) coverage in force? YES NO
- B. If under age 65, is the Proposed Insured receiving Medicare or Medicaid? YES NO
- C. If age 65 or over, is the Proposed Insured receiving Medicaid? YES NO
- D. Has there been, or will there be, a lapse, surrender, loan, or other change to any existing health insurance or life insurance as a result of, or in anticipation of, this application? YES NO

E. Estimated Annual Income \$ _____ Sources: (check all that apply)

- Wages Social Security Unemployment Local or State Aid Parents or Family
- Retirement/Pension SSI Disability Investments Spouse
- Other _____

YES NO

1. Within the past two years, has the Proposed Insured been diagnosed, tested positive for, or received medical care or advice from a member of the medical profession for any of the following? **If Yes**, indicate all that apply

- A. Disorder or disease of the heart or circulatory system
- B. Unexplained Weight Loss
- C. Unexplained Dizziness

- D. Unexplained Fatigue
- E. Recurrent breast tumors or cysts or fibrocystic breast disease

Give Details for Yes Answer:

2. Has the Proposed Insured ever received medical care from a member of the medical profession for, or been diagnosed with, any of the following? **If Yes**, indicate all that apply

- A. Stroke (including Transient Ischemic Attack)
- B. Coronary Artery Disease
- C. Myocardial Infarction or Heart Attack
- D. Alcoholism
- E. Drug Abuse
- F. Cirrhosis
- G. Cancer (other than skin cancer)
- H. Skin Cancer (2 or more occurrences)
- I. Abnormal Kidney Functions
- J. Ulcerative Colitis
- K. Melanoma
- L. Recurrent Human Papilloma Virus (HPV) or Sexually Transmitted Disease (within the past 5 years)

- M. Diabetes treated with insulin
- N. Hepatitis B or C
- O. Severe Chronic Lung Disease
- P. Systolic Blood Pressure 150 or greater within the last 6 months
- Q. Diastolic Blood Pressure 95 or greater within the last 6 months
- R. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), Human Immunodeficiency Virus (HIV) infection (symptomatic or asymptomatic) or any AIDS related condition.

3. Does the Proposed Insured intend to live or travel outside the United States or Canada for more than two months during the next 24 months?

4. During the past 2 years has the Proposed Insured been advised by a member of the medical profession of any abnormal diagnostic test results or been advised to have any diagnostic test (includes self-administered), hospitalization, treatment or surgery which was not completed?

Give Details for Yes Answer:

5. **Have any two or more** of the Proposed Insured's natural parents, brothers or sisters, either living or deceased, been diagnosed prior to age 55 **with the same condition(s)** from the following list:
Diabetes, heart disease, stroke, kidney disease or cancer (other than skin cancer)?

Give Details for Yes Answer:

6. Has the Proposed Insured used any tobacco or nicotine product during the past 12 months?

Based on the manner the application was taken, I have either read each section of the application, or it has been read to me. I have been given the opportunity to have any and all sections repeated and corrections made if necessary. I represent that each and every statement and answer in this application is true and complete to the best of my knowledge and belief.

I (we) agree that: A. These statements and answers and those in all supplements, amendments and medical examiners' reports will form the basis of any policy you issue. B. No one except your Chairman, President, or Secretary has the power to make or modify any contract of insurance or bind you in any way. C. No statement made by me (us) or by your agent or anyone else will bind you unless stated in this application, nor will his or her knowledge or that of any other person bind you unless stated in this application. D. No insurance will take effect: (1) before this application is approved; and (2) before a policy is delivered and the first premium paid while the person to be insured is alive and in good health.

I (we) also acknowledge receiving the Critical Illness Summary of Coverage and Notice of Replacement (if applicable in your state).

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

Signed at _____ Date _____
City / State

X _____ **X** _____
 Signature of Owner Signature of Proposed Insured

LICENSED REPRESENTATIVE/AGENT INFORMATION

By signing below, the Licensed Representative/Agent certifies that:

- a) The questions contained in this application were asked of the Applicant and the answers duly recorded; that this application is complete and true to the best of my knowledge and belief; and
- b) I am state licensed for health insurance products where this application is written; and
- c) To the best of my knowledge and belief, this application does does not involve replacement of existing health insurance or life insurance.
- d) Only Company approved sales material has been used and copies of all sales material were given to the Applicant.

Licensed Representative/Agent Signature/Date		Representative/Agent License #		Payroll #	
X					
Name of Licensed Representative/Agent			Dealer/General Agent if Applicable		
Street Address			Office Code and Account		
City, State, Zip			Business Phone		
<input type="checkbox"/> Allocate	Secondary Rep Name		Office Code	Account	Payroll Number
<input type="checkbox"/> Share					

OVERFLOW PAGE

Additional Beneficiary Information

Additional Contingent Beneficiary Information

CRITICAL ILLNESS INSURANCE APPLICATION

CHOOSE ALL THAT APPLY:

POLICY CHANGE REINSTATEMENT

Policy Number		Dist:	Acct:	
Insured			Date of Birth	Age
Address		Social Security Number		
City, State, ZIP		Telephone (Area Code/Number)		
E-Mail Address		Fax Number		
Occupation	Amount Collected	Height	Weight	
	\$	___ Ft ___ In	___ Lbs	

COMPLETE THE FOLLOWING FOR POLICY CHANGES AMOUNT TO _____

DATE OF BIRTH TO _____ NON-TOBACCO USER

ADD ACCIDENTAL DEATH BENEFIT (within 60 days of policy issue only) CANCEL ACCIDENTAL DEATH BENEFIT

SPECIAL REQUEST

REINSTATEMENTS -- Answer Questions A - D and 1 - 5

	YES	NO
A. Does the Insured have any other Critical Illness (lump sum diagnostic benefits) coverage in force?	<input type="checkbox"/>	<input type="checkbox"/>
B. If under age 65, is the Insured receiving Medicare or Medicaid?	<input type="checkbox"/>	<input type="checkbox"/>
C. If age 65 or over, is the Insured receiving Medicaid?	<input type="checkbox"/>	<input type="checkbox"/>
D. Has there been, or will there be, a lapse, surrender, loan, or other change to any existing health insurance or life insurance as a result of, or in anticipation of, this application?	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
1. Within the past two years, has the Insured been diagnosed, tested positive for, or received medical care or advice from a member of the medical profession for any of the following? If Yes , indicate all that apply	<input type="checkbox"/>	<input type="checkbox"/>
A. <input type="checkbox"/> Disorder or disease of the heart or circulatory system		
B. <input type="checkbox"/> Unexplained Weight Loss		
C. <input type="checkbox"/> Unexplained Dizziness		
D. <input type="checkbox"/> Unexplained Fatigue		
E. <input type="checkbox"/> Recurrent breast tumors or cysts or fibrocystic breast disease		
GIVE DETAILS FOR YES ANSWER:		
2. Has the Insured ever received medical care from a member of the medical profession for, or been diagnosed with, any of the following? If Yes , indicate all that apply	<input type="checkbox"/>	<input type="checkbox"/>
A. <input type="checkbox"/> Stroke (including Transient Ischemic Attack)		
B. <input type="checkbox"/> Coronary Artery Disease		
C. <input type="checkbox"/> Myocardial Infarction or Heart Attack		
D. <input type="checkbox"/> Alcoholism		
E. <input type="checkbox"/> Drug Abuse		
F. <input type="checkbox"/> Cirrhosis		
G. <input type="checkbox"/> Cancer (other than skin cancer)		
H. <input type="checkbox"/> Skin Cancer (2 or more occurrences)		
I. <input type="checkbox"/> Abnormal Kidney Functions		
J. <input type="checkbox"/> Ulcerative Colitis		
K. <input type="checkbox"/> Melanoma		
L. <input type="checkbox"/> Recurrent Human Papilloma Virus (HPV) or Sexually Transmitted Disease (within the past 5 years)		
M. <input type="checkbox"/> Diabetes treated with insulin		
N. <input type="checkbox"/> Hepatitis B or C		
O. <input type="checkbox"/> Severe Chronic Lung Disease		
P. <input type="checkbox"/> Systolic Blood Pressure 150 or greater within the last 6 months		
Q. <input type="checkbox"/> Diastolic Blood Pressure 95 or greater within the last 6 months		
R. <input type="checkbox"/> Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), Human Immunodeficiency Virus (HIV) infection (symptomatic or asymptomatic) or any AIDS related condition.		

For Home Office Use Only

Control Number

(XX/XX/XXXX)

Page 1 of 2

YES NO

- 3. Does the Insured intend to live or travel outside the United States or Canada for more than two months during the next 24 months? YES NO
- 4. During the past 2 years has the Insured been advised by a member of the medical profession of any abnormal diagnostic test results or been advised to have any diagnostic test (includes self-administered), hospitalization, treatment or surgery which was not completed? YES NO

GIVE DETAILS FOR YES ANSWER:

- 5. **Have any two or more** of the Insured's natural parents, brothers or sisters, either living or deceased, been diagnosed prior to age 55 **with the same condition(s)** from the following list:
Diabetes, heart disease, stroke, kidney disease or cancer (other than skin cancer)? YES NO

GIVE DETAILS FOR YES ANSWER:

POLICY CHANGE and REINSTATEMENTS – Answer Question 6

6. Has the Proposed Insured used any tobacco or nicotine product during the past 12 months? YES NO

BENEFICIARIES	Name	Relationship	SS#/TIN	Date of Birth/Trust
Class I (Primary)			
Class II (Contingent)			

LOST POLICY STATEMENT: I (We) hereby represent that this policy was lost or destroyed. The policy has not been and is not now assigned nor has it been otherwise transferred or encumbered in any manner whatsoever and no person, firm or corporation has or claims that right to possession of said policy.

Based on the manner the application was taken, I have either read each section of the application, or it has been read to me. I have been given the opportunity to have any and all sections repeated and corrections made if necessary. I represent that each and every statement and answer in this application is true and complete to the best of my knowledge and belief. I (we) agree that: **A.** These statements and answers will be the basis for any reinstatement, if the policy is reinstated. **B.** This application is made and the money deposited with you subject to the reinstatement provisions of the policy. **C.** You agree to return this deposit if the policy is not reinstated. **D.** No one except your Chairman, President or Secretary has the power to make or modify any contract of insurance or bind the Company in any way.

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

Signed at _____ Date _____
City / State

X _____ **X** _____
Signature of Insured Signature of Owner

LICENSED REPRESENTATIVE/AGENT INFORMATION

By signing below, the Licensed Representative/Agent certifies that:
a) The questions contained in this application were asked of the Insured and the answers duly recorded; that this application is complete and true to the best of my knowledge and belief; and
b) I am state licensed for health insurance products where this application is written; and
c) To the best of my knowledge and belief, this application does does not involve replacement of existing health insurance or life insurance.

Licensed Representative/Agent Signature/Date X	Representative/Agent License #	Payroll #
Name of Licensed Representative/Agent	Dealer/General Agent if Applicable	
Street Address	Office Code and Account	
City, State, Zip	Business Phone	
<input type="checkbox"/> Allocate <input type="checkbox"/> Share	Secondary Rep Name	Office Code
		Account
		Payroll Number

**THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY
CINCINNATI, OH 45202**

**Critical Illness
Summary of Coverage**

This is a Brief Description of some of the features and benefits of your coverage. This Summary is not a contract for insurance and only the actual policy provisions will control. However, the policy itself sets forth in detail the rights and obligations of both you and The Western and Southern Life Insurance Company. **PLEASE READ YOUR POLICY CAREFULLY.**

This policy is a LIMITED BENEFIT HEALTH COVERAGE policy. Policies of this category are designed to provide limited or supplemental coverage, paying benefits ONLY when certain losses occur as a result of a covered illness.

RETAIN FOR YOUR RECORDS

CRITICAL ILLNESS BENEFITS

The policy will pay all or a portion of the Maximum Benefit Amount, as designated below, for a covered Critical Illness of the Insured, provided that the first Diagnosis of the covered Critical Illness is made while the policy is in force. The amount payable is as follows:

100% of the Maximum Benefit Amount is payable for:

- a) Life Threatening Cancer, subject to the limitations set forth below if first Diagnosed within 30 days after the Policy Date or date of last reinstatement;
- b) Heart Attack (Myocardial Infarction);
- c) Major Organ Transplant;
- d) End Stage Renal Failure; or
- e) Stroke.

25% of the Maximum Benefit Amount is payable only once for each of the following:

- a) the First Coronary Angioplasty (surgical treatment);
- b) the First Coronary Artery Bypass (surgical treatment); and
- c) the first Diagnosis of First Carcinoma in Situ as defined in the policy, subject to the limitations set forth below if first Diagnosed within 30 days after the Policy Date or the date of last reinstatement.

In the case of a First Coronary Angioplasty or First Coronary Bypass Surgery, this first Diagnosis includes the performance of the surgical treatment as described in the policy. In the case of a Major Organ Transplant, Diagnosis includes verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

If a portion of the Maximum Benefit Amount is paid under the policy, the Maximum Benefit Amount will be reduced by the amount paid, and the premium will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new premium. If benefits are paid under certain attached riders, if applicable, the Maximum Benefit Amount under the policy will also be reduced by the rider benefits paid, and the premium for the policy will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new premium. In no event will the payment(s) for any Critical Illness Insured Condition(s) exceed the Maximum Benefit Amount then in force.

Receipt of Critical Illness Benefits may affect eligibility for Medicaid or other government benefits and entitlements.

DEFINITIONS

"Beneficiary" means the person, persons or entity named in writing by the Owner as the Beneficiary.

"Critical Illness Insured Condition" means one of the medical conditions or surgical treatments (First Coronary Angioplasty or First Coronary Artery Bypass Surgery) defined below. The Insured must be first Diagnosed with or receive the required surgical treatment for one of the Critical Illness Insured Conditions after the Policy Date and in accordance with all other requirements of the policy.

a) **"Life Threatening Cancer"** means a malignant neoplasm (including hematologic malignancy), which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. The following types of cancer are not considered a Life Threatening Cancer: prostate cancer staged less than T2N0M0 or equivalent staging; carcinoma in situ; pre-malignant lesions (such as intraepithelial neoplasia), benign tumors or polyps; any skin cancer other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become Life Threatening Cancers. Life Threatening Cancer must be diagnosed pursuant to a Pathological Diagnosis or a Clinical Diagnosis.

b) **"First Carcinoma in Situ"** means the first Diagnosis of cancer wherein the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. This does not include skin cancer. First Carcinoma in Situ must be Diagnosed pursuant to a Pathological Diagnosis or Clinical Diagnosis.

c) **"First Coronary Angioplasty (surgical treatment)"** means the first ever balloon angioplasty or other forms of catheter based percutaneous transluminal coronary artery therapy to correct narrowing or blockage of one or more coronary arteries, performed by a Legally Qualified Physician who is a board certified cardiologist.

d) **"First Coronary Artery Bypass Surgery (surgical treatment)"** means the first ever coronary artery revascularization surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, performed by a Legally Qualified Physician who is a board certified cardiothoracic surgeon.

e) **"Heart Attack"** for purposes of coverage under this policy is limited solely to a Myocardial Infarction, which is defined as the death of a portion of the heart muscle, due to inadequate blood supply. Proof of a Myocardial Infarction must include all of the following:

- (1) typical clinical symptoms, such as central chest pain; and
- (2) diagnostic increase of specific cardiac markers; and
- (3) new electrocardiographic markers of infarction.

f) **"Major Organ Transplant"** means clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with the organ(s) or tissue from a suitable donor under generally accepted medical procedures. Those organs or tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, pancreas-kidney or bone marrow. In order for the Insured's Major Organ Transplant to be covered under the policy, the Insured must also be registered by the United network of Organ Sharing (UNOS).

g) **"End Stage Renal Failure"** means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with regular dialysis. In order for End Stage Renal Failure to be covered under the policy, the Diagnosis of End Stage Renal Failure must be made by a Legally Qualified Physician who is a board certified nephrologist.

h) **"Stroke"** means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis producing measurable, neurological deficit persisting for at least 30 days following the occurrence of the Stroke. Stroke does not include Transient Ischemic Attack (TIA) or other cerebral vascular events.

"Date of Diagnosis" means the date the Diagnosis is established by a Legally Qualified Physician, who is also a board certified specialist where required under the policy, through the use of clinical and/or laboratory findings as supported by the Insured's medical records.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Date of Diagnosis is the date of the performance of the surgical treatment as defined in the policy.

In the case of a Major Organ Transplant, the Date of Diagnosis is the date that the Insured has been registered by the United Network of Organ Sharing (UNOS).

"Diagnosis" means the definitive establishment of the Critical Illness Insured Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Legally Qualified Physician who is also a board certified specialist where required under the policy.

In the case of First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Diagnosis includes the performance of the surgical treatment as defined in the policy.

In the case of a Major Organ Transplant, the Diagnosis includes Our verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

"Clinical Diagnosis" means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on the study of symptoms, clinical findings and diagnostic test results. We will

accept a Clinical Diagnosis of Life Threatening Cancer or First Carcinoma in Situ only if the following conditions are met:

- a) A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) There is medical evidence to support the Diagnosis; and
- c) A Legally Qualified Physician is treating the Insured for Life Threatening Cancer and/or First Carcinoma in Situ.

"Pathological Diagnosis" means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Legally Qualified Physician who is also a board certified pathologist and whose Diagnosis of malignancy conforms with the standards set by the American College of Pathology.

"Insured" means the person named as Insured on the Data Page of the policy.

"Legally Qualified Physician" means a person, other than the Insured or the Owner, a member of the Insured's or the Owner's immediate family, or a business associate of the Insured or Owner, who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. He or she must be providing services within the scope of his or her license, and must currently be a board certified specialist where required under the policy, such certification having been affirmed by the American Board of Medical Specialties or The Bureau of Osteopathic Specialists.

"Maximum Benefit Amount" means the maximum amount that will be payable under the policy. This amount is payable only upon the first Diagnosis of or required surgical treatment for a Critical Illness Insured Condition. The initial Maximum Benefit Amount is shown on the Data Page. A portion of the Maximum Benefit Amount is payable for some of the Critical Illness Insured Conditions defined in the policy. The Maximum Benefit Amount will be reduced by any portion of the Maximum Benefit Amount required to be paid under the policy. The Maximum Benefit Amount may also be reduced by any benefits paid under certain attached riders, if applicable.

"Our," "Us," "We" means The Western and Southern Life Insurance Company, 400 Broadway, Cincinnati, Ohio 45202.

"Owner" means the Insured unless the Insured assigns the ownership to another person or entity in accordance with the Ownership provision of the policy.

"Policy Date" means the issue date of the policy and is shown on the Data Page.

"You," "Your," means the person named as the Insured on the Data Page.

EXCEPTIONS AND LIMITATIONS

The policy does not cover any loss of the Insured caused by the following:

- a) intentionally self inflicted injury, while sane or insane;
- b) the use or intake of any drug, intoxicant or narcotic, other than as prescribed and administered by or in accordance with the instruction of a Legally Qualified Physician;
- c) the Insured's operation of a motor vehicle while the Insured's blood alcohol concentration is in excess of the legal limit in the state in which the incident occurs;
- d) committing or attempting to commit a felony;

- e) loss resulting from, or service in the armed forces or auxiliary units;
- f) while engaging in an illegal occupation; or
- g) participating in a riot or insurrection.

The policy will cover only the following skin cancers: (1) invasive malignant melanoma in the dermis or deeper; and (2) skin malignancies that have become Life Threatening Cancers, as described in the Definitions section, above.

No benefits are payable for any medical conditions or surgical treatments other than the Critical Illness Insured conditions defined in the policy.

SPECIAL LIMITATIONS FOR LIFE THREATENING CANCER AND FIRST CARCINOMA IN SITU

The benefit payable will be limited and the policy will terminate, if within 30 days following the Policy Date or the date of last reinstatement, if any, of the policy, the Insured:

- a) is first Diagnosed as having Life Threatening Cancer or First Carcinoma in Situ; or
- b) has exhibited any symptoms or medical problems which lead to a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ.

In the event that either (a) or (b) above should occur with respect to a Life Threatening Cancer or First Carcinoma in Situ, We will pay the Owner a limited benefit equal to ten percent (10%) of the benefit payable for a Life Threatening Cancer or First Carcinoma in Situ, as applicable. In addition to Our payment of the limited benefit, We will refund to the Owner all premiums paid for the policy and any attached riders since the later of the Policy Date or the date of last reinstatement, if any. No other benefits shall be payable under the policy, and the policy and all attached riders shall terminate.

CHANGE OF COVERAGE AT AGE 65

If the policy is issued with the Automatic 50% Maximum Benefit Amount Reduction, the Maximum Benefit Amount in force on the policy anniversary on or following the Insured's 65th birthday will automatically be reduced by 50%. For an Insured who is age 60 or older at issue, the 50% reduction of the Maximum Benefit Amount will occur on the policy anniversary that is five years after the issue date. When completing the Critical Illness application, the Applicant chooses a plan either with or without this 50% reduction.

RETURN OF PREMIUM

Upon the insured's death, if the policy is in force, we will return to the owner or to the owner's beneficiary if the owner is deceased or to the owner's estate if there is no beneficiary, 100% of all premiums (excluding Accidental Death Benefit) paid minus any benefits paid. The premiums to be returned will be calculated: 1) without interest and 2) after all pending claims have been settled. If the sum of the benefits paid is equal to or greater than the sum of the premiums paid, there will be no return of premium.

GUARANTEED RENEWABLE EXCEPT FOR SPECIFIED REASONS

The Owner can keep the policy in force during the Insured's lifetime by the timely payment of the required premium and

until the Maximum Benefit Amount then in force has been paid. The premium must be paid by the date it is due or paid. The premium must be paid by the date it is due or during the 31 day grace period.

PREMIUM CHANGES

The premium payable is shown in the Data Page. This premium will not be changed during the first policy year except as allowed in the policy when benefits are paid. On or after the first policy anniversary, We may change the premium payable for the policy. Such change will be applied only when the same change is made for all policies of this plan and premium class in the Insured's state. We will send the Owner written notice, at the Owner's last known address, at least 30 days prior to the date of any change in premium.

TERMINATION

The policy will end on the earliest of the following:

- a) the date that We receive the Owner's written request to end the policy;
- b) the date of the Insured's death;
- c) the premium due date, if sufficient premium has not been paid before the end of the Grace Period;
- d) the date the Maximum Benefit Amount is paid; or
- e) the date the policy terminates as described above under Special Limitations for Life Threatening Cancer and First Carcinoma in Situ.

GRACE PERIOD

The premium must be paid on or before the date it is due or during the 31 day grace period that follows. The policy remains in force during the grace period. There is a grace period unless We write and tell the Owner it does not apply.

REINSTATEMENT

If the premium due is not paid before the end of the Grace Period, this policy will lapse and end as of the premium due date. We must receive a written application for reinstatement, together with evidence satisfactory to us of your insurability, and payment of all premium due. Unless We have previously sent the Owner written notice of disapproval, the policy will be reinstated on the 45th day after the date of application or such earlier date that We approve the application. The policy may not be reinstated and We will not accept any premium more than 90 days after the date the policy lapses.

A reinstated policy will cover only loss from a Critical Illness Insured Condition that results from a first Diagnosis after the date of reinstatement. In all other respects, the Insured, the Owner (if the Owner is other than the Insured) and We have the same rights under the policy as were in effect before the lapse. After the Policy has been reinstated, the time period in the Time Limit On Certain Defenses provision will be measured from the date of reinstatement as to the statements contained in the application for reinstatement, except for fraudulent misstatements. A new 30 day period after the reinstatement date, during which the Benefit payable is limited for Life Threatening Cancer and First Carcinoma in Situ, will apply as described in the Special Limitations For Life Threatening Cancer and First Carcinoma In Situ section, above.

ACCIDENTAL DEATH BENEFIT – OPTIONAL RIDER

PAYMENT

An Accidental Death Benefit rider provides for payment of a sum (the Accidental Death Benefit amount) not to exceed the initial Maximum Benefit Amount of the basic policy upon receipt of proof that the Insured's death was accidental in accordance with the terms of the rider. To be considered accidental, the Insured must have died as a direct result, independent of all other causes, of accidental bodily injury sustained on or after the rider date; and death must have occurred (1) within 90 days after the injury and while the rider was in force, and (2) prior to the policy anniversary on or next following his or her 70th birthday.

*We will double the Accidental Death Benefit if the injury occurred while the Insured was riding as a fare-paying passenger within a public conveyance or as an authorized passenger on a school bus. "Public conveyance" and "school bus" are defined in the rider.

**If the Insured's death is the direct result of accidental bodily injury caused by an intoxicated driver's operation of a vehicle, an additional benefit, equal to the Accidental Death Benefit, is provided. The term "intoxicated" is defined in the rider.

PAYMENT WILL NOT BE MADE IF

1. The Insured's injury or death results directly or indirectly from:

- ◆ Suicide while sane or insane;
- ◆ Mental or physical infirmity or disease, or treatment for the infirmity or disease;
- ◆ Infection, except one caused by an accidental cut or wound;
- ◆ Commission of an assault or felony or an attempt to commit an assault or felony;
- ◆ Declared or undeclared war, or any cause or act of war, whether the Insured is a member of any armed force or a civilian;
- ◆ Travel in an aircraft or descent from it:
 - If the Insured has any duties on board;
 - If the Insured expects to descend from it while it is in flight; or
 - If the aircraft is being operated for any training purpose;
- ◆ Taking or using any hallucinogen, narcotic or drug except on the advice of a Legally Qualified Physician;
- ◆ Taking, inhaling or absorbing any poison, gas or fumes except while the Insured is on his or her job; or
- ◆ Participation in any activity or event, including the operation of a vehicle, while intoxicated, as defined in the rider.

TERMINATION OF RIDER

This rider terminates if you send us your written request, upon termination of the policy, or on the day before the policy anniversary on which the Insured is age 70, whichever occurs first.

Accidental Death Rider

An Additional Benefit of this Policy
Issued By

The Western and Southern Life Insurance Company

***Conditions for
Payment of
Accidental
Death Benefit***

We will pay the Accidental Death Benefit to the Owner or, if the Owner is deceased, to the Beneficiary and, if there is no Beneficiary, then to the Owner's estate, when we receive proof at our Home Office that:

- (1) The Insured died as a direct result, independent of all other causes, of accidental bodily injury;
- (2) The injury happened while the policy and this rider were in full force;
- (3) Death occurred no more than 90 days after the injury and while the policy and this rider were in full force; and
- (4) All other terms of this rider are met.

***Accidental
Death Benefit
Amount***

The amount of the Accidental Death Benefit is shown on the Data Page. It may not exceed the initial Maximum Benefit Amount of the policy at issue. The benefit under this rider will be paid in a lump sum. However, other modes of payment are offered by Us and will be made available upon request.

***Increased
Benefit***

We will double the Accidental Death Benefit if the injury occurred while the Insured was riding as a fare-paying passenger within a Public Conveyance or as an authorized passenger within a School Bus. "Public Conveyance" means an aircraft, train, streetcar or motor vehicle while being operated by a licensed common carrier or taxicab company for passenger service. "School Bus" means a motor vehicle while being operated by an accredited school for the transportation of students on an officially authorized trip.

***Intoxicated
Driver Loss
Benefit***

If the Insured's death is the direct result of accidental bodily injury caused by an intoxicated driver's operation of a vehicle, an additional death benefit is provided. This benefit is equal to the Accidental Death Benefit shown on the Data Page. The term "intoxicated" means under the influence of alcohol or having a prohibited concentration of alcohol in the blood, breath, urine or other bodily substance, as determined by the law of the jurisdiction in which the accident occurred. The claimant must furnish proof that the driver was intoxicated according to the law of such jurisdiction. This additional death benefit will not be paid if the Insured was riding in the same vehicle as the intoxicated driver who caused the Insured's death. The additional death benefit provided hereunder will not be paid unless the Insured also qualifies for the Accidental Death Benefit provided under this rider.

***When Benefit
will not be Paid***

We will not pay any amount under this rider if the Insured's injury or death results, directly or indirectly, from any of the following risks:

- (1) Suicide while sane or insane;
- (2) Mental or physical infirmity or disease, or treatment for the infirmity or disease;
- (3) Infection, except one caused by an accidental cut or wound;
- (4) Commission of an assault or felony or an attempt to commit an assault or felony;
- (5) Declared or undeclared war, or any cause or act of war, whether the

-
- Insured is a member of any armed force or a civilian;
- (6) Travel in an aircraft or descent from it:
 - (a) if the Insured has any duties on board,
 - (b) if the Insured expects to descend while it is in flight, or
 - (c) if the aircraft is being operated for any training purpose;
 - (7) Taking or using any hallucinogen, narcotic or drug except as prescribed by a Legally Qualified Physician;
 - (8) Taking, inhaling or absorbing any poison, gas or fumes except while the Insured is on his or her job; or
 - (9) Participation in any activity or event, including the operation of a vehicle, while intoxicated. "Intoxicated" means under the influence of alcohol or having a prohibited concentration of alcohol in the blood, breath, urine or other bodily substance, as determined by the law of the jurisdiction in which the accident occurred.

When Effective

This rider will not take effect until it is received and the first premium for it is paid while the Insured is alive and in good health. It will not take effect unless the policy is in force. Once the rider takes effect it will be in force until it ends.

If the rider is added after the policy is in force, or if the Accidental Death Benefit amount is changed, the rider or change will not take effect until the monthly anniversary of the Rider Date coinciding with or next following our date of approval. You must pay any charges required by us.

Premiums for this Rider

Premiums for the rider are due and payable at the same time as the premiums for the policy. The only exception is where the Rider Date is not the same as a premium due date for the policy. In that case, the first premium pays for the rider to the next premium due date for the policy. The Rider Date and premiums for the rider are shown on the Data Page.

Return of Premium not Applicable

Any premiums and benefits payable under this rider shall **not** be included in the determination of whether a return of premium is owed in accordance with the Return of Premium section of the basic policy.

Policy Terms, Values

This rider is attached to and made a part of the policy. The terms and definitions of the policy apply to the rider except to the extent they are in conflict with its terms. This rider has no values.

Termination

This rider shall terminate upon the first to occur of the following events:

- (1) If you send us your written request;
- (2) Upon termination of the policy; or
- (3) On the day before the policy anniversary on which the Insured is age 70.

SPECIMEN
[Signature]
Secretary

SPECIMEN
[Signature]
President and
Chief Executive Officer

SERFF Tracking Number: WSSST-126119767 *State:* Arkansas
Filing Company: Western and Southern Life Insurance Company *State Tracking Number:* 42488
Company Tracking Number: 0907-80
TOI: H071 Individual Health - Specified Disease - *Sub-TOI:* H071.001 Critical Illness
Limited Benefit
Product Name: Critical Illness/0907-80/WSLIC/NL
Project Name/Number: Critical Illness/0907-80/WSLIC/NL/0907-80

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WSST-126119767 State: Arkansas
Filing Company: Western and Southern Life Insurance Company State Tracking Number: 42488
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Limited Benefit
Product Name: Critical Illness/0907-80/WSLIC/NL
Project Name/Number: Critical Illness/0907-80/WSLIC/NL/0907-80

Supporting Document Schedules

Satisfied -Name: Flesch Certification **Review Status:** Approved-Closed 06/09/2009
Comments:
Attachment:
AR1ReadingEaseCert.pdf

Satisfied -Name: Application **Review Status:** Approved-Closed 06/09/2009
Comments:
The application forms to be used have been submitted for approval on the Forms Schedule tab. Attached below are scripted and John Doe'd applications for your information and easy reference.
Attachments:
DO-10-CI-0906 (John Doe'd & Scripted for SOV).pdf
Do-41-CI-0906 (John Doe'd & Scripted for SOV).pdf

Satisfied -Name: Outline of Coverage **Review Status:** Approved-Closed 06/09/2009
Comments:
An Outline of Coverage (Summary of Coverage) has been submitted under the Forms Schedule tab for approval.

Satisfied -Name: Electronic Signatures Document **Review Status:** Approved-Closed 06/09/2009
Comments:
As mentioned in our cover letter, please find attached a detailed explanation of our system security for electronic signatures.
Attachment:
Electronic Signature .pdf

Satisfied -Name: Statements of Variability **Review Status:** Approved-Closed 06/09/2009
Comments:

SERFF Tracking Number: WSSST-126119767 *State:* Arkansas
Filing Company: Western and Southern Life Insurance Company *State Tracking Number:* 42488
Company Tracking Number: 0907-80
TOI: H071 Individual Health - Specified Disease - *Sub-TOI:* H071.001 Critical Illness
Limited Benefit
Product Name: Critical Illness/0907-80/WSLIC/NL
Project Name/Number: Critical Illness/0907-80/WSLIC/NL/0907-80

Attachments:

SOV_Standard_0907-80.pdf

Statement of Variability DO-10-CI-0906.pdf

Statement of Variability DO-41-CI-0906.pdf

STATE OF ARKANSAS
READING EASE CERTIFICATION

RE: 0907-80 AR - Limited Health Policy
0107-85 - Accidental Death Rider
0907-1007 END - Endorsement
DO-10-CI-0906 - Application for Critical Illness Insurance
DO-41-CI-0906 - Critical Illness Insurance Application for Policy Change/Reinstatement
1960-0907 – Summary of Coverage

This is to certify that the attached policy form(s) has (have) achieved a Flesch Reading Ease Score as follows:

Form Number	Readability Score
0907-80 AR	55
0107-85	50
0907-1007 END	54
DO-10-CI-0906	54
DO-41-CI-0906	54
1960-0907	50

and comply(ies) with the requirements of Ark. Stat. Ann. sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

The Western and Southern Life Insurance Company



Nikki Lape
Jr. Product and State Filing Analyst

Date: 5/21/2009

AR-1

**APPLICATION FOR
CRITICAL ILLNESS INSURANCE**

Proposed Insured John Doe		Sex M	Date of Birth 02/01/1973	Age 35
Address 123 Main Street		Social Security Number 444-55-6666		
City, State, ZIP City, ST 12345		Telephone (Area Code/Number) 555-512-5121		
E-Mail Address DoeJ@email.com		Fax Number 555-512-5125		
Marital Status <input type="checkbox"/> Never Married <input type="checkbox"/> Separated	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed	Height 6 Ft 0 In	Weight 180 Lbs
U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If not a citizen a. does he or she have: <input type="checkbox"/> visa <input type="checkbox"/> Alien Registration Card <input type="checkbox"/> Neither b. Date of arrival in United States: <input type="checkbox"/> less than 2 years ago <input type="checkbox"/> 2 or more years ago			
Employer Paper Inc.	Occupation Salesman			
Duties Marketing and Sales				
Plan Limited Benefit Policy	Benefit Amount \$ 10,000	RIDER <input checked="" type="checkbox"/> Accidental Death Benefit		
Premium Payment Method PAC Monthly	Amount Collected \$ 13.19			
Is spouse applying for Critical Illness Insurance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, complete the following:				
Spouse name _____		Spouse Date of Birth _____		
Beneficiaries	Name	Relationship	SS#/TN	Date of Birth/Trust
Class I (Primary)				
	Estate			
Class II (Contingent)				

5.



6.

Owner (Complete if other than Proposed Insured)		<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Trust	<input type="checkbox"/> Business
Name		Sex	Date of Birth/Trust	Age
Address		Social Security Number or TIN		
		Relationship to Proposed Insured		
City, State, ZIP		Telephone (Area Code/Number)		
E-Mail Address		Fax Number		

7.

Premium Payer (Complete if other than Proposed Insured)		Sex	Date of Birth	Age
Address		Social Security Number or TIN		
		Relationship to Proposed Insured		
City, State, ZIP		Telephone (Area Code/Number)		
E-Mail Address		Fax Number		

Add to existing Client Account Number

Answer The Following Questions:	YES	NO
A. Does the Proposed Insured have any other Critical Illness (lump sum diagnostic benefits) coverage in force?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. If under age 65, is the Proposed Insured receiving Medicare or Medicaid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. If age 65 or over, is the Proposed Insured receiving Medicaid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Has there been, or will there be, a lapse, surrender, loan, or other change to any existing health insurance or life insurance as a result of, or in anticipation of, this application?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8.

E. **Estimated Annual Income** \$ 100,000 **Sources:** (check all that apply)

Wages
 Social Security
 Unemployment
 Local or State Aid
 Parents or Family
 Retirement/Pension
 SSI
 Disability
 Investments
 Spouse
 Other _____

YES NO

1. Within the past two years, has the Proposed Insured been diagnosed, tested positive for, or received medical care or advice from a member of the medical profession for any of the following? **If Yes**, indicate all that apply

- A. Disorder or disease of the heart or circulatory system
- B. Unexplained Weight Loss
- C. Unexplained Dizziness

- D. Unexplained Fatigue
- E. Recurrent breast tumors or cysts or fibrocystic breast disease

Give Details for Yes Answer:

2. Has the Proposed Insured ever received medical care from a member of the medical profession for, or been diagnosed with, any of the following? **If Yes**, indicate all that apply

- A. Stroke (including Transient Ischemic Attack)
- B. Coronary Artery Disease
- C. Myocardial Infarction or Heart Attack
- D. Alcoholism
- E. Drug Abuse
- F. Cirrhosis
- G. Cancer (other than skin cancer)
- H. Skin Cancer (2 or more occurrences)
- I. Abnormal Kidney Functions
- J. Ulcerative Colitis
- K. Melanoma
- L. Recurrent Human Papilloma Virus (HPV) or Sexually Transmitted Disease (within the past 5 years)
- M. Diabetes treated with insulin
- N. Hepatitis B or C
- O. Severe Chronic Lung Disease
- P. Systolic Blood Pressure 150 or greater within the last 6 months
- Q. Diastolic Blood Pressure 95 or greater within the last 6 months
- R. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), Human Immunodeficiency Virus (HIV) infection (symptomatic or asymptomatic) or any AIDS related condition.

3. Does the Proposed Insured intend to live or travel outside the United States or Canada for more than two months during the next 24 months?

4. During the past 2 years has the Proposed Insured been advised by a member of the medical profession of any abnormal diagnostic test results or been advised to have any diagnostic test (includes self-administered), hospitalization, treatment or surgery which was not completed?

Give Details for Yes Answer:

5. **Have any two or more** of the Proposed Insured's natural parents, brothers or sisters, either living or deceased, been diagnosed prior to age 55 **with the same condition(s)** from the following list:
Diabetes, heart disease, stroke, kidney disease or cancer (other than skin cancer)?

Give Details for Yes Answer:

6. Has the Proposed Insured used any tobacco or nicotine product during the past 12 months?

Based on the manner the application was taken, I have either read each section of the application, or it has been read to me. I have been given the opportunity to have any and all sections repeated and corrections made if necessary. I represent that each and every statement and answer in this application is true and complete to the best of my knowledge and belief.

I (we) agree that: A. These statements and answers and those in all supplements, amendments and medical examiners' reports will form the basis of any policy you issue. B. No one except your Chairman, President, or Secretary has the power to make or modify any contract of insurance or bind you in any way. C. No statement made by me (us) or by your agent or anyone else will bind you unless stated in this application, nor will his or her knowledge or that of any other person bind you unless stated in this application. D. No insurance will take effect: (1) before this application is approved; and (2) before a policy is delivered and the first premium paid while the person to be insured is alive and in good health.

I (we) also acknowledge receiving the Critical Illness Summary of Coverage and Notice of Replacement (if applicable in your state).

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

Signed at _____ City, State _____ Date 12/07/2009
 _____ City / State _____

X _____ /s/ John Doe
 Signature of Owner Signature of Proposed Insured

LICENSED REPRESENTATIVE/AGENT INFORMATION

By signing below, the Licensed Representative/Agent certifies that:

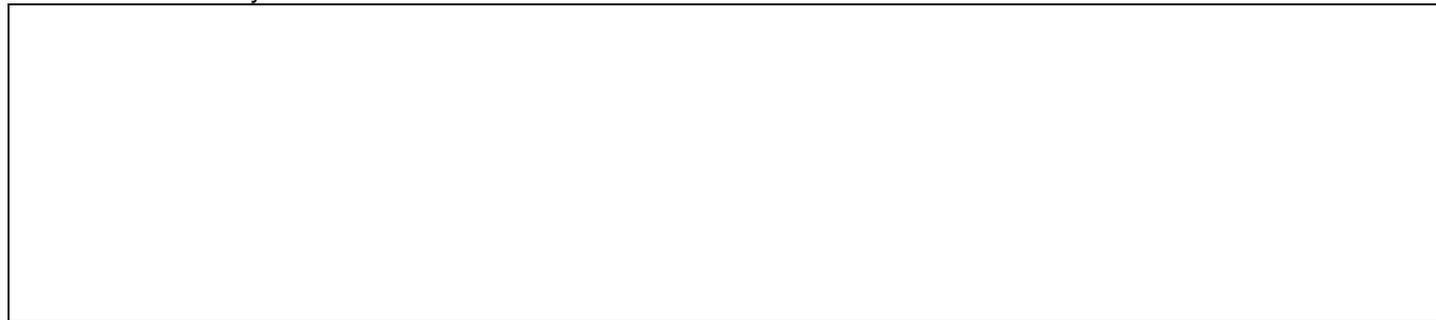
- a) The questions contained in this application were asked of the Applicant and the answers duly recorded; that this application is complete and true to the best of my knowledge and belief; and
- b) I am state licensed for health insurance products where this application is written; and
- c) To the best of my knowledge and belief, this application does does not involve replacement of existing health insurance or life insurance.
- d) Only Company approved sales material has been used and copies of all sales material were given to the Applicant.

Licensed Representative/Agent Signature/Date		Representative/Agent License #	Payroll #	
X /s/ Sally Smith 12-07-2009		456-78-9123	1472	
Name of Licensed Representative/Agent		Dealer/General Agent if Applicable		
Sally Smith				
Street Address		Office Code and Account		
100 First Street		S5-039		
City, State, Zip		Business Phone		
City, ST 12346		555-999-8888		
<input type="checkbox"/> Allocate	Secondary Rep Name	Office Code	Account	Payroll Number
<input type="checkbox"/> Share				

9.

OVERFLOW PAGE

Additional Beneficiary Information

10. 

Additional Contingent Beneficiary Information



CRITICAL ILLNESS INSURANCE APPLICATION

CHOOSE ALL THAT APPLY:

POLICY CHANGE REINSTATEMENT

Policy Number 12345678	Dist: S5-039	Acct:	
Insured John Doe	Date of Birth 02/01/1973	Age 35	
Address 123 Main Street	Social Security Number 444-55-6666		
City, State, ZIP City, ST 12345	Telephone (Area Code/Number) 555-512-5121		
E-Mail Address DoeJ@email.com	Fax Number 555-512-5125		
Occupation Salesman	Amount Collected \$ 26.38	Height 6 Ft 0 In	Weight 180 Lbs

COMPLETE THE FOLLOWING FOR POLICY CHANGES AMOUNT TO _____

DATE OF BIRTH TO _____ NON-TOBACCO USER

ADD ACCIDENTAL DEATH BENEFIT (within 60 days of policy issue only) CANCEL ACCIDENTAL DEATH BENEFIT

SPECIAL REQUEST

REINSTATEMENTS -- Answer Questions A - D and 1 - 5

	YES	NO
A. Does the Insured have any other Critical Illness (lump sum diagnostic benefits) coverage in force?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. If under age 65, is the Insured receiving Medicare or Medicaid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. If age 65 or over, is the Insured receiving Medicaid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Has there been, or will there be, a lapse, surrender, loan, or other change to any existing health insurance or life insurance as a result of, or in anticipation of, this application?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
1. Within the past two years, has the Insured been diagnosed, tested positive for, or received medical care or advice from a member of the medical profession for any of the following? If Yes , indicate all that apply	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A. <input type="checkbox"/> Disorder or disease of the heart or circulatory system		
B. <input type="checkbox"/> Unexplained Weight Loss		
C. <input type="checkbox"/> Unexplained Dizziness		
D. <input type="checkbox"/> Unexplained Fatigue		
E. <input type="checkbox"/> Recurrent breast tumors or cysts or fibrocystic breast disease		
GIVE DETAILS FOR YES ANSWER:		
2. Has the Insured ever received medical care from a member of the medical profession for, or been diagnosed with, any of the following? If Yes , indicate all that apply	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A. <input type="checkbox"/> Stroke (including Transient Ischemic Attack)		
B. <input type="checkbox"/> Coronary Artery Disease		
C. <input type="checkbox"/> Myocardial Infarction or Heart Attack		
D. <input type="checkbox"/> Alcoholism		
E. <input type="checkbox"/> Drug Abuse		
F. <input type="checkbox"/> Cirrhosis		
G. <input type="checkbox"/> Cancer (other than skin cancer)		
H. <input type="checkbox"/> Skin Cancer (2 or more occurrences)		
I. <input type="checkbox"/> Abnormal Kidney Functions		
J. <input type="checkbox"/> Ulcerative Colitis		
K. <input type="checkbox"/> Melanoma		
L. <input type="checkbox"/> Recurrent Human Papilloma Virus (HPV) or Sexually Transmitted Disease (within the past 5 years)		
M. <input type="checkbox"/> Diabetes treated with insulin		
N. <input type="checkbox"/> Hepatitis B or C		
O. <input type="checkbox"/> Severe Chronic Lung Disease		
P. <input type="checkbox"/> Systolic Blood Pressure 150 or greater within the last 6 months		
Q. <input type="checkbox"/> Diastolic Blood Pressure 95 or greater within the last 6 months		
R. <input type="checkbox"/> Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), Human Immunodeficiency Virus (HIV) infection (symptomatic or asymptomatic) or any AIDS related condition.		

4. For Home Office Use Only

YES NO

- 3. Does the Insured intend to live or travel outside the United States or Canada for more than two months during the next 24 months? YES NO
- 4. During the past 2 years has the Insured been advised by a member of the medical profession of any abnormal diagnostic test results or been advised to have any diagnostic test (includes self-administered), hospitalization, treatment or surgery which was not completed? YES NO

GIVE DETAILS FOR YES ANSWER:

- 5. **Have any two or more** of the Insured's natural parents, brothers or sisters, either living or deceased, been diagnosed prior to age 55 **with the same condition(s)** from the following list:
Diabetes, heart disease, stroke, kidney disease or cancer (other than skin cancer)? YES NO

GIVE DETAILS FOR YES ANSWER:

POLICY CHANGE and REINSTATEMENTS – Answer Question 6

- 6. Has the Proposed Insured used any tobacco or nicotine product during the past 12 months? YES NO

BENEFICIARIES	Name	Relationship	SS#/TIN	Date of Birth/Trust
Class I (Primary)	Estate			
Class II (Contingent)				

LOST POLICY STATEMENT: I (We) hereby represent that this policy was lost or destroyed. The policy has not been and is not now assigned nor has it been otherwise transferred or encumbered in any manner whatsoever and no person, firm or corporation has or claims that right to possession of said policy.

Based on the manner the application was taken, I have either read each section of the application, or it has been read to me. I have been given the opportunity to have any and all sections repeated and corrections made if necessary. I represent that each and every statement and answer in this application is true and complete to the best of my knowledge and belief. I (we) agree that: **A.** These statements and answers will be the basis for any reinstatement, if the policy is reinstated. **B.** This application is made and the money deposited with you subject to the reinstatement provisions of the policy. **C.** You agree to return this deposit if the policy is not reinstated. **D.** No one except your Chairman, President or Secretary has the power to make or modify any contract of insurance or bind the Company in any way.

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

Signed at _____ City, State _____ Date 12/07/2009
 _____ City / State

X _____ /s/ John Doe
 Signature of Insured Signature of Owner

LICENSED REPRESENTATIVE/AGENT INFORMATION

By signing below, the Licensed Representative/Agent certifies that:

- a) The questions contained in this application were asked of the Insured and the answers duly recorded; that this application is complete and true to the best of my knowledge and belief; and
- b) I am state licensed for health insurance products where this application is written; and
- c) To the best of my knowledge and belief, this application does does not involve replacement of existing health insurance or life insurance.

Licensed Representative/Agent Signature/Date X /s/ Sally Smith 12/07/2009	Representative/Agent License # 456-78-9123	Payroll # 1472
Name of Licensed Representative/Agent Sally Smith	Dealer/General Agent if Applicable	
Street Address 100 First Street	Office Code and Account S5-039	
City, State, Zip City, State 12345	Business Phone 555-999-8888	
<input type="checkbox"/> Allocate <input type="checkbox"/> Share	Secondary Rep Name	Office Code
		Account
		Payroll Number



The following are general requirements for electronic signature capture. These requirements are based upon the concepts used to determine the authenticity of any electronic signature to- document relationship, and are based on e-Sign and digital handwritten signature regulations.

- All of the data being agreed to (the document or transaction data) should be contained in the original document or transaction data.

The document should be reviewed prior to starting the process of signing. The signature should be bound to the entire single document, transaction or message that was reviewed, and to no additional information. Displaying or storing any additional statement or data that may relate to the signature or the intent of the signer should be avoided. These statements or data could potentially conflict with other facts or with the wording in the actual document being signed. With Topaz, the goal is to mimic traditional pen-on-paper transactions - just the document or transaction data and the signature with nothing on the side.

- The signature should be linked in some way to the document or contract.

The best way to do this is with the Topaz SigPlus ActiveX Autokey method and EncryptionMode 2, which forms a direct cryptographic relationship between the signature and a single document or aggregated data message.

Changing any document data after capturing the signature, results in a changed and effectively lost encryption key. Without the original document, you cannot examine, print, or display the signature. This is evidence of a powerful link between data and signature. Topaz SigPlus ActiveX software is compliant with state and federal regulations which require that the signature be cryptographically bound to only a single document message.

- The Autokey function is versatile and derives a unique key based on a file or a set of data.

Hundreds of data-base cells can be combined to form a single document to be signed. Autokey is commonly used to aggregate all of the database or forms cells into a common key, creating therefore a single message entity for binding to the signature(s).

- The OCX software generates document and signature receipts.

Receipts are unique 8-character strings representing the data content of the signature or the document. They can be provided to the signer as a virtual receipt of the contents of the paperless document being signed. The patent-pending Topaz receipt system allows all parties to detect attempts to tamper with documents or signatures.

- The signature should be prevented from being copied by ordinary means.

Encryption is the best way to achieve this. The SigPlus ActiveX control signature-capture software encrypts the signature using the Autokey function or to a key of your own choice. For those who would like the highest security, please use encryption modes 2 and higher.

- The captured signature should be stored in a Topaz .sig file if the application permits.

Storing a signature in a Topaz ".sig" file preserves the original signature in electronic form. No data is lost in a driver layer, and the combination of patented hardware and patent-pending software facilitates forensic authentication and verification of the signature at a later date.

What is the Topaz document-centric view of signature-capture ?

The Topaz approach to electronic documents and contracts with signatures is to mimic the tried-and-true methods of ink-on-paper contracts, documents, and authentication. This is good news because regulations for handwritten digital signatures are based on the same approach. Our developments in this area are patent pending. One of the things that this means is that Topaz .sig data contains the original signature data and little else. We have designed the software so that document data including meaning and the identity of the signer stay as originally authored in the document. **This allows compliance with regulations such as CA 22002(b)(4)(A) and (B).** Systems which display and store meaning and identity information separately from the document appear to violate various government requirements. By keeping traditional pen-and-paper document data where it belongs - in the document, the Topaz system avoids potential security and refutability problems that may plague other electronic signature systems. In addition, the Topaz system is the only one on the market which allows the signer of the document to take high-tech receipts of what has been signed - a major step forward in providing the traditional benefits of pen-on-paper signed documents.

What kind of field support is necessary for your application ?

At Topaz Systems, our commitment is to keep you up and running, and to keep your investment in signature-capture paying off for years to come. Topaz's Signature Support Program is the best in the industry and comes at no extra charge with every unit that we sell. A Topaz business card provided with every tablet makes it easy for the end user to contact customer service if field support is needed. Customer support programs include:

Field Hot-Swap (end-user program): If there is a tablet problem in the field, Topaz can ship a replacement even before the problem unit is returned to the factory. This saves valuable time for those critical enrollment dates.

48-Hour turnaround (reseller program). Units returned to the factory under RMA authority are repaired or replaced within 48 hours of receipt. Topaz will match the return freight to the freight-in. Resellers can manage safety-stock inventory with confidence based on this commitment.

Perpetual-warranty / Factory refurbishment: Out-of-warranty units are given a new lease on life with the Topaz perpetual warranty program. For a nominal fixed fee, Topaz will renew your tablet with all-new plastics and a fresh new warranty. There should never be a need to pay for a new tablet just because the old one is getting a little bit worn or even if the tablet has become damaged.

Compliance with State and Federal Digital Signature Regulations:

Topaz analysis shows that:

- Topaz SigPlus signature capture software **with proper use and without modification, is compliant with** Federal and state handwritten digital signature regulations.
- Topaz **forensic and biometric** verification meets both the letter and the spirit of the regulations, especially the CA regulations which specifically require the time-consuming process of traditional forensic verification to authenticate a signature.
- **The Topaz SigPlus system specifically avoids problems that may plague other systems.**
 - The signature data is bound to only a single message instead of up to three as in other systems, thus staying compatible with the state regulations on single-message binding.
 - There is no "secret" key bound to the signature, which would jeopardize all records if the secret were to become known.
 - The Topaz system uses both traditional forensic and computerized biometric verification of signatures.
 - The CA regs require forensic, not biometric verification. See section 220003(b)(3)(B) of the CA regulations.

Source: http://www.topazsystems.com/Electronic_Signature_Capture/index.htm

THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY
Statement of Variability
Critical Illness Policy Form 0907-80

This document defines the range of variation of bracketed items found on the contract's Data Page (Page 3), or on its cover or back page. There are two types of variations: (1) those items that are Owner / Insured specific; and (2) those items that vary by Class of Owner.

Owner / Insured Specific Variables

The filed specimen policy form includes hypothetical information within the brackets on the Data Page. In an issued contract, these fields will reflect information specific to the Owner / Insured.

Insured	Insured's name
Insured's Age	Insured's age. Maximum range of variation is 18-69.
Sex	Insured's sex: Male, Female or Unisex
Maximum Benefit Amount	The Owner chooses a specific Maximum Benefit Amount varying from \$10,000 to \$100,000.
Owner	Owner's name
Beneficiary	The person or entity chosen by the Owner to receive the policy proceeds if the Insured is deceased.
Accidental Death Rider	Refers to an optional rider selected by the Owner. Currently, the only option is previously approved Accidental Death Rider form 0107-85. Other riders could be introduced in the future if approved for use with this policy. This line will be blank if no rider is selected.
Policy Fee	Maximum range of variation is \$0 - \$75. See "Issue Ages and Rate Structure" on page 1 of the Actuarial Memorandum for current values.
Premium Class	Insured's classification. Given the policy is not issued to substandard lives or juveniles, the possible classifications are as follows: <ul style="list-style-type: none">• Standard Tobacco User or Standard Non-Tobacco User• Standard Tobacco/Nicotine User or Standard Non-Tobacco/Non-Nicotine User• Standard Smoker or Standard Non-Smoker• Standard Nicotine Product User or Standard Non-Nicotine Product User
Accidental Death Benefit Amount and Rider Date	This information will appear only if a rider is selected. The Accidental Death Benefit Amount varies from \$10,000 to \$100,000.
Accidental Death Benefit footnote	This footnote gives the rider premium cease date. It will appear only if a rider is selected.

Owner / Insured Specific Variables (cont.)

This policy [is] issued with the Automatic 50% Maximum Benefit Amount Reduction	The sentence will always appear, but the bracketed item will become either “is” or “is not” depending on the selection made by the Owner.
Effective Date of 50% Reduction [date]	This provides the date at which the automatic 50% reduction will occur. The date equals the policy anniversary on which the insured is age 65, (or five years from the Policy Date if Issue Age = 61-69). This line will be blank if the Owner did not select the automatic 50% reduction.
[PAC Monthly] premium mode	The 5 th mode for policies issued in a worksite environment will be “Monthly PD” (i.e. Payroll Deduction). All other contracts will say “PAC Monthly” (i.e. Pre-Authorized Checking account deduction).

Variables by Class of Owner

A Class is a group of owners with substantial commonality, such as policy date or marketing outlet (e.g. individual sales or worksite setting). Class is determined on a nondiscriminatory basis and will not change over the life of any given contract. The first three items listed below are on the Data Page, and the remainder are on the cover and/or back page.

Policy Date	Based on the date underwriting is completed, with two exceptions: (i) may be an earlier date under limited backdating rules, or (ii) will be 4-6 weeks afterwards for worksite cases to allow the employer time for setting up payroll deductions and remitting the first premium.
Policy Number	Assigned sequentially. Also, blocks of policy numbers may be reserved to designate certain features, such as whether a paper or electronic application was used.
District	For sales representatives located outside of the home office, this will be the code for the local sales office to which the policy will be mailed for ultimate personal delivery to the owner. For home office sales representatives, this will be the home office code (although in this case the policy is generally mailed directly to the owner).
Company Logo	The flexibility to change our logo does not include the Company name. We understand if our Company name changes for any reason we must notify the Department accordingly.
Officer’s Signatures	Will change if the relevant individuals or titles should change in the future.
Administrative Address	Will change if our administrative address changes.
Website Address	Will change if our website address changes.
Customer Service Phone Number	Will change if our customer service phone number changes.

Statement of Variability

DO-10-CI-0906

Application for Critical Illness Insurance

The Western and Southern Life Insurance Company – NAIC Code 70483

This document defines the range of variation for items identified by brackets and found on application form DO-10-CI-0906. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

The date in the bottom right hand corner of the application contains the revision/effective date. When certain items change as reflected in this Statement of Variability, the revision date is used to identify the new issue.

1. **Administrative Address**

Description of Variability: We reserve the right to change our administrative address if it should change in the future.

Range of Variation Requested: None

2. **Proposed Insured Information**

Description of Variability: This information is currently needed to issue the contracts. We reserve the right to change the identifying information requested on the Proposed Insured(s). The information may change from time to time in accordance with our current administrative procedures.

Range of Variation Requested: None

3. **Plan and Premium Information**

Description of Variability: We reserve the right to change the information collected and the text to coincide with current or future product offerings and administrative practices.

Range of Variation Requested: None

4. **Beneficiaries**

Description of Variability: We reserve the right to change the information collected and the text in accordance with our current or future administrative practices.

Range of Variation Requested: None

5. **Label**

Description of Variability: This is a defined location for an adhesive bar code used for tracking purposes. We reserve the right to change, or delete this location should our administrative practices change.

Range of Variation Requested: None

6. **Owner Information**

Description of Variability: We reserve the right to change the information collected and the text in accordance with our current or future administrative practices.

Range of Variation Requested: None

7. **Premium Payer Information**

Description of Variability: We reserve the right to change the information collected and the text in accordance with our current or future administrative practices.

Range of Variation Requested: None

8. **Income/Sources Information**

Description of Variability: This information is collected for underwriting purposes. We reserve the right to change the information collected and the text in accordance with our current and future administrative practices.

Range of Variation Requested: None

9. **Agent/Producer's Certification:**

Description of Variability: Some of the certified information within this section is state-required, such as that a replacement is/is not involved with this transaction; that only Company approved sales material was provided; and that any outline of coverage, buyer's guide, comparison and/or disclosure statement was provided where required by state or federal law where the application was signed.

We reserve the right to add, delete or change the text of the certification statement with the exception of the phrases required by regulation noted above.

Range of Variation Requested: As noted above.

10. **Overflow Page:**

Description of Variability: We reserve the right to change the information collected and the text in accordance with our current or future administrative practices.

Range of Variation Requested: None

Statement of Variability

DO-41-CI-0906
Critical Illness Insurance Application (Policy Change/Reinstatement)
The Western and Southern Life Insurance Company – NAIC Code 70483

This document defines the range of variation for items identified by brackets and found on application form DO-41-CI-0906. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

The date in the bottom right hand corner of the application contains the revision/effective date. When certain items change as reflected in this Statement of Variability, the revision date is used to identify the new issue.

1. **Administrative Address**

Description of Variability: We reserve the right to change our administrative address if it should change in the future.

Range of Variation Requested: None

2. **Proposed Insured Information**

Description of Variability: This information is currently needed to issue the contracts. We reserve the right to change the identifying information requested on the Proposed Insured(s). The information may change from time to time in accordance with our current administrative procedures.

Range of Variation Requested: None

3. **Policy Changes**

Description of Variability: We reserve the right to add, or change the text, of possible policy changes to coincide with current or future product offerings.

Range of Variation Requested: None

4. **Label**

Description of Variability: This is a defined location for an adhesive bar code used for tracking purposes. We reserve the right to change, or delete this location should our administrative practices change.

Range of Variation Requested: None

5. **Beneficiaries**

Description of Variability: We reserve the right to change the information collected and the text in accordance with our current or future administrative practices.

Range of Variation Requested: None

6. **Agent/Producer's Certification**

Description of Variability: Some of the certified information within this section is state-required, such as that a replacement is/is not involved with this transaction; that only Company approved sales material was provided; and that any outline of coverage, buyer's guide, comparison and/or disclosure statement was provided where required by state or federal law where the application was signed.

We reserve the right to add, delete or change the text of the certification statement with the exception of the phrases required by regulation noted above.

Range of Variation Requested: As noted above.



Western & Southern Life

A member of Western & Southern Financial Group

The Western and Southern Life Insurance Company

[400 Broadway
Cincinnati, Ohio 45202-3341]

CRITICAL ILLNESS INDEMNITY INSURANCE. We, The Western and Southern Life Insurance Company, will pay the benefits described in this policy when we receive proof that the Insured has incurred a Critical Illness Insured Condition. The benefits described in this policy are subject to the terms, conditions and limitations of this policy.

The premium paid, the completed application, and Our reliance on the answers to the application questions have put this policy in force as of the Policy Date. That date is shown on the Data Page. A copy of the application, any supplemental applications, and any riders are attached.

RENEWAL. The Owner can keep this policy in force during the Insured's lifetime by the timely payment of the required premium and until the Maximum Benefit Amount then in force has been paid. The premium must be paid by the date it is due or during the 31 day Grace Period.

PREMIUM CHANGES. The premium payable is shown in the Data Page. This premium will not be changed during the first policy year except as allowed in this policy when benefits are paid. On or after the first policy anniversary, We may change the premium payable for this policy. Such change will be applied only when the same change is made for all policies of this plan and premium class in the Insured's state. We will send the Owner written notice. The notice will be sent to the Owner's last known address, at least 30 days prior to the date of any change in premium.

PLEASE READ THE APPLICATION. Please read the attached copy of the application immediately. If anything in it is not correct or if any past medical history has been left out, the Owner and the Insured should tell Us. This policy was issued on the basis that all information in the application is correct and complete. If not, this policy may not be valid.

THIRTY-DAY RIGHT TO EXAMINE POLICY. We want the Owner to fully understand and be entirely satisfied with this policy. If the Owner is not satisfied for any reason, the Owner may return this policy to Our agent. The policy must be returned within thirty days of its receipt. We will then refund any premiums paid less any claims paid. This policy will then be considered never to have been issued.

[SPECIMEN
John A. Smith
Secretary

[SPECIMEN
John A. Smith
President and
Chief Executive Officer

This is a Critical Illness only Policy and it does not pay benefits for loss from any other cause.

**CAUTION: This is a limited benefit policy.
Read it carefully with the outline of coverage.
THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.**

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Data Page

Insured [JOHN DOE] [35] **Age**
Sex [MALE] [12-07-2009] **Policy Date**
Policy Number [12345678] [S5-039] **District**
Maximum Benefit Amount At Issue [\$10,000]
Owner [JOHN DOE]
Beneficiary CLASS 1 [ESTATE]

<u>Schedule Of Benefits</u>	<u>Schedule Of Premiums</u>				
	<u>Annual</u>	<u>Semi-Annual</u>	<u>Quarterly</u>	<u>Monthly</u>	<u>[PAC Monthly]</u>
CRITICAL ILLNESS COVERAGE	[\$146.50]	[\$76.18]	[\$38.82]	[\$14.65]	[\$13.19]
[ACCIDENTAL DEATH RIDER*]	[\$10.80]	[\$5.62]	[\$2.86]	[\$1.08]	[\$0.97]
TOTAL PREMIUM AT ISSUE	[\$157.30]	[\$81.80]	[\$41.68]	[\$15.73]	[\$14.16]

A POLICY FEE IS INCLUDED IN PREMIUMS ABOVE: [\$50]

[STANDARD NON-TOBACCO USER RATES ON THE INSURED]

[ACCIDENTAL DEATH RIDER DATE: [12-07-2009] BENEFIT AMOUNT: [\$10,000]]

[*THE ACCIDENTAL DEATH BENEFIT IS PAYABLE TO THE POLICY ANNIVERSARY ON OR NEXT FOLLOWING THE INSURED'S 70TH BIRTHDAY]

This policy [is] issued with the Automatic 50% Maximum Benefit Amount Reduction

[Effective Date of Reduction: [12-07-2039]]

Definitions

Defined Terms

“Beneficiary” means the person(s) or entity named in writing by the Owner to receive the payment of benefits of this policy if the Owner is deceased.

“Critical Illness Insured Condition” means one of the medical conditions or surgical treatments (First Coronary Angioplasty or First Coronary Artery Bypass Surgery) defined below. The Insured must be first Diagnosed with or receive the required surgical treatment for one of the Critical Illness Insured Conditions after the Policy Date and in accordance with all other requirements of this policy.

- (a) **“Life Threatening Cancer”** means a malignant neoplasm (including hematologic malignancy), which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. The following types of cancer are not considered a Life Threatening Cancer: prostate cancer staged less than T2N0M0 or equivalent staging; carcinoma in situ; pre-malignant lesions (such as intraepithelial neoplasia), benign tumors or polyps; any skin cancer other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become Life Threatening Cancers. Life Threatening Cancer must be diagnosed pursuant to a Pathological Diagnosis or a Clinical Diagnosis.
- (b) **“First Carcinoma in Situ”** means the first Diagnosis of cancer wherein the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. This does not include skin cancer. First Carcinoma in Situ must be diagnosed pursuant to a Pathological Diagnosis or Clinical Diagnosis.
- (c) **“First Coronary Angioplasty (surgical treatment)”** means the first ever balloon angioplasty or other forms of catheter based percutaneous transluminal coronary artery therapy to correct narrowing or blockage of one or more coronary arteries. To be covered, the surgical treatment must be performed by a Legally Qualified Physician who is a board certified cardiologist.
- (d) **“First Coronary Artery Bypass Surgery (surgical treatment)”** means the first ever coronary artery revascularization surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. To be covered, the surgical treatment must be performed by a Legally Qualified Physician who is a board certified cardiothoracic surgeon.
- (e) A **“Heart Attack”**: for purposes of coverage under this policy is limited solely to a Myocardial Infarction, which is defined as the death of a portion of the heart muscle, due to inadequate blood supply. Proof of a Myocardial Infarction must include all of the following:
 - (1) typical clinical symptoms, such as central chest pain; and
 - (2) diagnostic increase of specific cardiac markers; and
 - (3) new electrocardiographic markers of infarction.

-
- (f) **“Major Organ Transplant”** means clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with the organ(s) or tissue from a suitable donor under generally accepted medical procedures. Those organs or tissues covered by this definition are limited to: liver; kidney; lung; entire heart; small intestine; pancreas; pancreas-kidney; or bone marrow. In order for the Insured’s Major Organ Transplant to be covered, the Insured must also be registered by the United Network of Organ Sharing (UNOS).
- (g) **“End Stage Renal Failure”** means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with regular dialysis. In order for End Stage Renal Failure to be covered, the Diagnosis of End Stage Renal Failure must be made by a Legally Qualified Physician who is a board certified nephrologist.
- (h) **“Stroke”** means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis producing measurable, neurological deficit persisting for at least 30 days following the occurrence of the Stroke. Stroke does not include Transient Ischemic Attack (TIA) or other cerebral vascular events.

“Date of Diagnosis” means the date the Diagnosis is established by a Legally Qualified Physician, who is also a board certified specialist where required under this policy, through the use of clinical and/or laboratory findings as supported by the Insured’s medical records.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Date of Diagnosis is the date of the performance of the surgical treatment as defined in this policy.

In the case of a Major Organ Transplant, the Date of Diagnosis is the date that the Insured has been registered by the United Network of Organ Sharing (UNOS).

“Diagnosis” means the definitive establishment of the Critical Illness Insured Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Legally Qualified Physician who is also a board certified specialist where required under this policy.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Diagnosis includes the performance of the surgical treatment as defined in this policy.

In the case of a Major Organ Transplant, the Diagnosis includes Our verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

“Clinical Diagnosis” means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on the study of symptoms, clinical findings and diagnostic test results. We will accept a Clinical Diagnosis of Life Threatening Cancer or First Carcinoma in Situ only if the following conditions are met:

- (a) A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- (b) There is medical evidence to support the Diagnosis; and
- (c) A Legally Qualified Physician is treating the Insured for Life Threatening Cancer and/ or First Carcinoma in Situ.

“Pathological Diagnosis” means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Legally Qualified Physician who is also a board certified pathologist and whose Diagnosis of malignancy conforms with the standards set by the American College of Pathology.

“Insured” means the person named as Insured on the Data Page.

“Legally Qualified Physician” means a person, other than the Insured or the Owner, a member of the Insured's or the Owner's immediate family, or a business associate of the Insured or Owner, who is duly licensed and practicing medicine in the United States and who is legally qualified to diagnose and treat sickness and injuries. He or she must be providing services within the scope of his or her license, and must currently be a board certified specialist where required under this policy. Such certification must be affirmed by the American Board of Medical Specialties or The Bureau of Osteopathic Specialists.

“Maximum Benefit Amount” means the maximum amount that will be payable under this policy. This amount is payable only upon the first Diagnosis of, or required surgical treatment for, a Critical Illness Insured Condition. The Maximum Benefit Amount is shown on the Data Page. A portion of the Maximum Benefit Amount is payable for some of the Critical Illness Insured Conditions defined in this policy. The Maximum Benefit Amount will be reduced by any portion of the Maximum Benefit Amount required to be paid under this policy. The Maximum Benefit Amount may also be reduced by any benefits paid under certain attached riders, if applicable.

“Our,” “Us,” “We” means The Western and Southern Life Insurance Company.

“Owner” means the Insured unless another Owner is listed on the application or the Insured assigns the ownership to another person or entity in accordance with the Ownership provision of this policy.

“Policy Date” means the date the policy has been put in force and is shown on the Data Page.

“You,” “Your,” means the person named as the Insured on the Data Page.

Critical Illness Benefits

Benefit Payable

Subject to the terms and conditions of this policy, all or a portion of the Maximum Benefit Amount, as designated below (such amount being referred to as the “Benefit Payable”), is payable for a Critical Illness Insured Condition of the Insured, provided that the first Diagnosis of the Critical Illness Insured Condition is made while this policy is in force. The Benefit Payable is as follows:

100% of the Maximum Benefit Amount is payable for:

- (a) Life Threatening Cancer, subject to the limitations set forth below if first Diagnosed within 90 days after the Policy Date or date of last reinstatement;
- (b) Heart Attack (Myocardial Infarction);
- (c) Major Organ Transplant;
- (d) End Stage Renal Failure; or
- (e) Stroke.

25% of the Maximum Benefit Amount is payable only once for each of the following:

- (a) the First Coronary Angioplasty (surgical treatment);
- (b) the First Coronary Artery Bypass (surgical treatment); and
- (c) the Diagnosis of First Carcinoma In Situ as required by this policy, subject to the limitations set forth below if first Diagnosed within 90 days after the Policy Date or the date of last reinstatement.

Special Limitations for Life Threatening Cancer and First Carcinoma in Situ

The Benefit Payable under this policy for Life Threatening Cancer or First Carcinoma in Situ will be limited and this policy will terminate if, within 90 days following the Policy Date or the date of last reinstatement, if any, of this policy, the Insured:

- (a) is first Diagnosed as having Life Threatening Cancer or First Carcinoma in Situ; or
- (b) has exhibited any symptoms or medical problems which lead to a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ.

In the event that either (a) or (b) above should occur with respect to a Life Threatening Cancer or First Carcinoma in Situ, We will pay the Owner a limited benefit. The benefit will be equal to ten percent (10%) of the above-defined Benefit Payable for a Life Threatening Cancer or First Carcinoma in Situ, as applicable. We will also refund to the Owner all premiums paid for this policy and any attached riders since the later of the Policy Date or the date of last reinstatement, if any. No other benefits shall be payable under this policy, and this policy and all attached riders shall terminate.

Maximum Benefit Amount Reduced by Benefits Paid

If a portion of the Maximum Benefit Amount is paid under this policy, the Maximum Benefit Amount will be reduced by the amount paid. The premium will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new premium.

If the premium is paid in advance and we pay a partial benefit, we will refund any excess premium paid.

Automatic 50% Maximum Benefit Amount Reduction

This Automatic 50% Maximum Benefit Amount Reduction provision only applies if the Data Page shows that this policy **is** issued with the Automatic 50% Maximum Benefit Amount Reduction. If the Data Page shows that this policy **is not** issued with this provision, then the Automatic 50% Maximum Benefit Amount Reduction described in the following paragraph will not occur.

The Maximum Benefit Amount in force on the Policy Date anniversary on or next following the Insured's 65th birthday will automatically be reduced by 50%. For an insured who is age 60 or older at issue, the 50% reduction of the Maximum Benefit Amount will occur on the fifth anniversary of the Policy Date.

Maximum Benefit Limit

In no event will the payment(s) for any Critical Illness Insured Condition(s) exceed the Maximum Benefit Amount then in force.

Notice Regarding Certain Government Entitlements

Receipt of Critical Illness Benefits may affect eligibility for Medicaid or other government benefits and entitlements.

Exceptions and Limitations

This policy does not cover any loss of the Insured caused by the following:

- (a) intentionally self inflicted injury, while sane or insane;
- (b) the use or intake of any drug, intoxicant or narcotic, other than as prescribed and administered by or in accordance with the instruction of a Legally Qualified Physician;
- (c) the Insured's operation of a motor vehicle while the Insured's blood alcohol concentration is in excess of the legal limit in the state in which the incident occurs;
- (d) committing or attempting to commit a felony;
- (e) loss resulting from, or service in the armed forces or auxiliary units;
- (f) while engaging in an illegal occupation; or
- (g) participating in a riot or insurrection.

This policy will cover only the following skin cancers: (1) invasive malignant melanoma in the dermis or deeper; and (2) skin malignancies that have become Life Threatening Cancers, as described in the Definitions section, above.

No benefits are payable for any medical conditions or surgical treatments other than the Critical Illness Insured Conditions defined in this policy.

**Term of Coverage;
Termination;
Return of Premium**

Term of Coverage

Coverage starts on the Policy Date at 12:01 a.m., Standard Time where the Insured lives. It ends at 12:01 a.m., the same Standard Time, on the first renewal date. Each time the policy is renewed by paying the premium within the 31-day grace period, the new term begins when the old term ends.

Termination

This policy will end on the earliest of the following:

- (a) the date that We receive the Owner's written request to end this policy;
- (b) the date of the Insured's death;
- (c) the premium due date, if sufficient premium has not been paid before the end of the Grace Period;
- (d) the date the Maximum Benefit Amount is paid; or
- (e) the date this policy terminates as set forth in the Special Limitations For Life Threatening Cancer And First Carcinoma In Situ section, above.

Return of Premium

Upon the Insured's death while this policy is in force, We will return to the Owner, or to the Owner's Beneficiary if the Owner is deceased, or to the Owner's estate if there is no Beneficiary, 100% of all premiums paid for this policy and for certain attached riders, if applicable and so stated in such riders, minus any benefits paid. The premiums to be returned will be calculated: (a) without interest and (b) after all pending claims have been settled. If the sum of all benefits paid under the policy and applicable riders is equal to or greater than the sum of the premiums paid, there will be no return of premium(s).

No return of premium will be made if the Insured dies from any cause listed in the Exceptions and Limitations section, above.

How to File a Claim

Notice of Claim

We must be given written Notice of Claim within 20 days after a loss occurs or starts, or as soon thereafter as is reasonably possible. The Owner may give the Notice, or may designate someone to give notice on his or her behalf. The Notice should give the Owner's name, the Insured's name, and the policy number as shown on the Data Page. Notice should be mailed to Us in Cincinnati, Ohio, or to any of Our agents.

Claim Forms

When We receive the Notice of Claim, We will send the forms for filing a Proof of Loss. If We do not send forms within 15 days, the Owner or the Insured can meet the requirement by giving Us a written statement of the nature and extent of the loss, and any other necessary supporting documentation that we may require. We must receive this statement and any other necessary supporting documentation within the time given for filing written Proof of Loss.

Proof of Loss

We must receive due written Proof of Loss within 90 days after the date of such loss, or as soon thereafter as is reasonably possible. Proof must, however, be furnished no later than 12 months from the date of loss, except in the absence of legal capacity.

In order to confirm, to Our satisfaction, the existence of the loss generating the claim, We reserve the right to conduct an investigation, including an independent medical examination conducted by a Legally Qualified Physician of Our choice and at Our expense, as often as is reasonably necessary.

Payment of Claims

Any benefits payable under the Policy will be paid to the Owner. If We receive notice of the death of the Owner prior to Our payment of the Benefits, We will pay the Beneficiary. If the Owner is deceased and there is no Beneficiary, We will pay any amount due to the Owner's estate.

We will pay any benefits payable in a lump sum as soon as we receive due written Proof of Loss, subject to the provisions of this policy.

Other Policy Provisions

Entire Contract; Changes

This policy and any attachments are the entire contract. No agent may change it in any way. Only an officer of Ours can approve a change. Any such change must be shown in the policy.

Time Limit on Certain Defenses

After this policy has been in force for a period of two years during the Insured's lifetime, We cannot use misstatements, except fraudulent misstatements in the application, to void the coverage or deny a claim for loss that happens after the two-year period.

After this policy has been in force for a period of two years after the date of reinstatement and during the Insured's lifetime, We cannot use misstatements, except fraudulent misstatements, in the reinstatement application to void the coverage or to reduce or deny a claim which would otherwise be covered.

This provision also applies to riders attached to this policy. In applying this provision, the word "rider" will be used for the word "policy."

Grace Period

The premium must be paid on or before the date it is due or during the 31-day grace period that follows. This policy remains in force during the grace period. There is a grace period unless we write and tell the Owner it does not apply.

Reinstatement

If the premium due is not paid before the end of the Grace Period, this policy will lapse and end as of the premium due date. In order to reinstate the policy, We must receive a written application for reinstatement, together with evidence satisfactory to Us of Your insurability, and payment of all premiums due. This policy will be placed in force once the application is approved. Unless we have previously sent the Owner written notice of disapproval, the policy will be reinstated on the 45th day after the date of application or such earlier date that We approve the application. This policy may not be reinstated and We will not accept any premium more than 90 days after the date the policy lapses.

A reinstated policy will cover only loss from a Critical Illness Insured Condition that results from a first Diagnosis after the date of reinstatement. In all other respects, the Insured, the Owner (if the Owner is other than the Insured), and We have the same rights under this policy as were in effect before the lapse. After the policy has been reinstated, the time period in the Time Limit On Certain Defenses provision will be measured from the date of reinstatement as to the statements contained in the application for reinstatement, except for fraudulent misstatements. A new 90-day period after the reinstatement date, during which the Benefit Payable is limited for Life Threatening Cancer and First Carcinoma in Situ, will apply as described in the Special Limitations For Life Threatening Cancer And First Carcinoma In Situ section, above.

Change of Beneficiary

The Owner may change a Beneficiary by written request filed with Us. The consent of the beneficiary or beneficiaries is not required to make any change to this policy. No change will take effect unless such request is received and recorded by Us during the Insured's lifetime. A valid request received by Us will then take effect as of the date received and recorded. No change of Beneficiary will have any effect on payment or other action taken by Us before it is received.

Ownership

This policy belongs to the Owner. All policy rights may be exercised by the Owner. Ownership of this policy may be transferred only by written request filed with Us in Cincinnati, Ohio. The transfer of ownership shall be effective on the date the written request was signed. All transfers will be subject to any action taken by Us prior to receipt of the written request. We will have no liability for our actions or omissions made in good faith relating to any transfer of ownership.

Physical Examination and Autopsy

We, at Our expense, may have the Insured examined when and as often as reasonable while a claim is pending. We, at Our expense, may have an autopsy of the Insured done where it is not forbidden by law.

Legal Actions

No person can bring a legal action to recover under this policy until the expiration of at least 60 days after We have received written Proof of Loss that is satisfactory to Us. No action may be commenced to recover under this policy more than three years after the date that Proof of Loss is required.

Misstatement of Age or Sex

If the Insured's age or sex has been misstated, all amounts payable under this policy will be adjusted. The benefits paid will be based on the amount of coverage that the premiums paid would have purchased had the Insured's correct age and sex been provided. As a result of such misstatement, We may have issued a policy which would not have been issued to You had such misstatement not occurred. In that case, Our liability under this policy will be limited to a refund of the premium paid.

Conformity with State Statutes

The provisions of this policy must conform with the laws of the state in which You reside on the Policy Date. If they do not, they are hereby amended to conform.

The Western and Southern Life Insurance Company
[400 Broadway
Cincinnati, Ohio 45202-3341]

[www.WesternSouthernLife.com
Customer Service — 800-926-1993]

CAUTION: This is a limited benefit policy.
Read it carefully with the outline of coverage.
THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

The Western-Southern Life Insurance Company

Unisex Endorsement

This Endorsement is attached to the policy and is made a part of the policy. This policy is issued on a unisex basis and is modified as follows. All sex-distinct references in the policy, including any accompanying riders and endorsements, are hereby deleted.

This endorsement is effective as of the Policy Date.


[SPECIMEN
Secretary


[SPECIMEN
President and
Chief Executive Officer]

**THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY
CINCINNATI, OH 45202**

**Critical Illness
Summary of Coverage**

This is a Brief Description of some of the features and benefits of your coverage. This Summary is not a contract for insurance and only the actual policy provisions will control. However, the policy itself sets forth in detail the rights and obligations of both you and The Western and Southern Life Insurance Company. **PLEASE READ YOUR POLICY CAREFULLY.**

This policy is a LIMITED BENEFIT HEALTH COVERAGE policy. Policies of this category are designed to provide limited or supplemental coverage, paying benefits ONLY when certain losses occur as a result of a covered illness.

RETAIN FOR YOUR RECORDS

CRITICAL ILLNESS BENEFITS

The policy will pay all or a portion of the Maximum Benefit Amount, as designated below, for a covered Critical Illness of the Insured, provided that the first Diagnosis of the covered Critical Illness is made while the policy is in force. The amount payable is as follows:

100% of the Maximum Benefit Amount is payable for:

- a) Life Threatening Cancer, subject to the limitations set forth below if first Diagnosed within 90 days after the Policy Date or date of last reinstatement;
- b) Heart Attack (Myocardial Infarction);
- c) Major Organ Transplant;
- d) End Stage Renal Failure; or
- e) Stroke.

25% of the Maximum Benefit Amount is payable only once for each of the following:

- a) the First Coronary Angioplasty (surgical treatment);
- b) the First Coronary Artery Bypass (surgical treatment); and
- c) the first Diagnosis of First Carcinoma in Situ as defined in the policy, subject to the limitations set forth below if first Diagnosed within 90 days after the Policy Date or the date of last reinstatement.

In the case of a First Coronary Angioplasty or First Coronary Bypass Surgery, this first Diagnosis includes the performance of the surgical treatment as described in the policy. In the case of a Major Organ Transplant, Diagnosis includes verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

If a portion of the Maximum Benefit Amount is paid under the policy, the Maximum Benefit Amount will be reduced by the amount paid, and the premium will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new premium. If benefits are paid under certain attached riders, if applicable, the Maximum Benefit Amount under the policy will also be reduced by the rider benefits paid, and the premium for the policy will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new premium. In no event will the payment(s) for any Critical Illness Insured Condition(s) exceed the Maximum Benefit Amount then in force.

Receipt of Critical Illness Benefits may affect eligibility for Medicaid or other government benefits and entitlements.

DEFINITIONS

"Beneficiary" means the person, persons or entity named in writing by the Owner as the Beneficiary.

"Critical Illness Insured Condition" means one of the medical conditions or surgical treatments (First Coronary Angioplasty or First Coronary Artery Bypass Surgery) defined below. The Insured must be first Diagnosed with or receive the required surgical treatment for one of the Critical Illness Insured Conditions after the Policy Date and in accordance with all other requirements of the policy.

a) **"Life Threatening Cancer"** means a malignant neoplasm (including hematologic malignancy), which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. The following types of cancer are not considered a Life Threatening Cancer: prostate cancer staged less than T2N0M0 or equivalent staging; carcinoma in situ; pre-malignant lesions (such as intraepithelial neoplasia), benign tumors or polyps; any skin cancer other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become Life Threatening Cancers. Life Threatening Cancer must be diagnosed pursuant to a Pathological Diagnosis or a Clinical Diagnosis.

b) **"First Carcinoma in Situ"** means the first Diagnosis of cancer wherein the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. This does not include skin cancer. First Carcinoma in Situ must be Diagnosed pursuant to a Pathological Diagnosis or Clinical Diagnosis.

c) **"First Coronary Angioplasty (surgical treatment)"** means the first ever balloon angioplasty or other forms of catheter based percutaneous transluminal coronary artery therapy to correct narrowing or blockage of one or more coronary arteries, performed by a Legally Qualified Physician who is a board certified cardiologist.

d) **"First Coronary Artery Bypass Surgery (surgical treatment)"** means the first ever coronary artery revascularization surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, performed by a Legally Qualified Physician who is a board certified cardiothoracic surgeon.

e) **"Heart Attack"** for purposes of coverage under this policy is limited solely to a Myocardial Infarction, which is defined as the death of a portion of the heart muscle, due to inadequate blood supply. Proof of a Myocardial Infarction must include all of the following:

- (1) typical clinical symptoms, such as central chest pain; and
- (2) diagnostic increase of specific cardiac markers; and
- (3) new electrocardiographic markers of infarction.

f) **"Major Organ Transplant"** means clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with the organ(s) or tissue from a suitable donor under generally accepted medical procedures. Those organs or tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, pancreas-kidney or bone marrow. In order for the Insured's Major Organ Transplant to be covered under the policy, the Insured must also be registered by the United network of Organ Sharing (UNOS).

g) **"End Stage Renal Failure"** means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with regular dialysis. In order for End Stage Renal Failure to be covered under the policy, the Diagnosis of End Stage Renal Failure must be made by a Legally Qualified Physician who is a board certified nephrologist.

h) **"Stroke"** means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis producing measurable, neurological deficit persisting for at least 30 days following the occurrence of the Stroke. Stroke does not include Transient Ischemic Attack (TIA) or other cerebral vascular events.

"Date of Diagnosis" means the date the Diagnosis is established by a Legally Qualified Physician, who is also a board certified specialist where required under the policy, through the use of clinical and/or laboratory findings as supported by the Insured's medical records.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Date of Diagnosis is the date of the performance of the surgical treatment as defined in the policy.

In the case of a Major Organ Transplant, the Date of Diagnosis is the date that the Insured has been registered by the United Network of Organ Sharing (UNOS).

"Diagnosis" means the definitive establishment of the Critical Illness Insured Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Legally Qualified Physician who is also a board certified specialist where required under the policy.

In the case of First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Diagnosis includes the performance of the surgical treatment as defined in the policy.

In the case of a Major Organ Transplant, the Diagnosis includes Our verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

"Clinical Diagnosis" means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on the study of symptoms, clinical findings and diagnostic test results. We will

accept a Clinical Diagnosis of Life Threatening Cancer or First Carcinoma in Situ only if the following conditions are met:

- a) A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) There is medical evidence to support the Diagnosis; and
- c) A Legally Qualified Physician is treating the Insured for Life Threatening Cancer and/or First Carcinoma in Situ.

"Pathological Diagnosis" means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Legally Qualified Physician who is also a board certified pathologist and whose Diagnosis of malignancy conforms with the standards set by the American College of Pathology.

"Insured" means the person named as Insured on the Data Page of the policy.

"Legally Qualified Physician" means a person, other than the Insured or the Owner, a member of the Insured's or the Owner's immediate family, or a business associate of the Insured or Owner, who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. He or she must be providing services within the scope of his or her license, and must currently be a board certified specialist where required under the policy, such certification having been affirmed by the American Board of Medical Specialties or The Bureau of Osteopathic Specialists.

"Maximum Benefit Amount" means the maximum amount that will be payable under the policy. This amount is payable only upon the first Diagnosis of or required surgical treatment for a Critical Illness Insured Condition. The initial Maximum Benefit Amount is shown on the Data Page. A portion of the Maximum Benefit Amount is payable for some of the Critical Illness Insured Conditions defined in the policy. The Maximum Benefit Amount will be reduced by any portion of the Maximum Benefit Amount required to be paid under the policy. The Maximum Benefit Amount may also be reduced by any benefits paid under certain attached riders, if applicable.

"Our," "Us," "We" means The Western and Southern Life Insurance Company, 400 Broadway, Cincinnati, Ohio 45202.

"Owner" means the Insured unless the Insured assigns the ownership to another person or entity in accordance with the Ownership provision of the policy.

"Policy Date" means the issue date of the policy and is shown on the Data Page.

"You," "Your," means the person named as the Insured on the Data Page.

EXCEPTIONS AND LIMITATIONS

The policy does not cover any loss of the Insured caused by the following:

- a) intentionally self inflicted injury, while sane or insane;
- b) the use or intake of any drug, intoxicant or narcotic, other than as prescribed and administered by or in accordance with the instruction of a Legally Qualified Physician;
- c) the Insured's operation of a motor vehicle while the Insured's blood alcohol concentration is in excess of the legal limit in the state in which the incident occurs;
- d) committing or attempting to commit a felony;

- e) loss resulting from, or service in the armed forces or auxiliary units;
- f) while engaging in an illegal occupation; or
- g) participating in a riot or insurrection.

The policy will cover only the following skin cancers: (1) invasive malignant melanoma in the dermis or deeper; and (2) skin malignancies that have become Life Threatening Cancers, as described in the Definitions section, above.

No benefits are payable for any medical conditions or surgical treatments other than the Critical Illness Insured conditions defined in the policy.

SPECIAL LIMITATIONS FOR LIFE THREATENING CANCER AND FIRST CARCINOMA IN SITU

The benefit payable will be limited and the policy will terminate, if within 90 days following the Policy Date or the date of last reinstatement, if any, of the policy, the Insured:

- a) is first Diagnosed as having Life Threatening Cancer or First Carcinoma in Situ; or
- b) has exhibited any symptoms or medical problems which lead to a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ.

In the event that either (a) or (b) above should occur with respect to a Life Threatening Cancer or First Carcinoma in Situ, We will pay the Owner a limited benefit equal to ten percent (10%) of the benefit payable for a Life Threatening Cancer or First Carcinoma in Situ, as applicable. In addition to Our payment of the limited benefit, We will refund to the Owner all premiums paid for the policy and any attached riders since the later of the Policy Date or the date of last reinstatement, if any. No other benefits shall be payable under the policy, and the policy and all attached riders shall terminate.

CHANGE OF COVERAGE AT AGE 65

If the policy is issued with the Automatic 50% Maximum Benefit Amount Reduction, the Maximum Benefit Amount in force on the policy anniversary on or following the Insured's 65th birthday will automatically be reduced by 50%. For an Insured who is age 60 or older at issue, the 50% reduction of the Maximum Benefit Amount will occur on the policy anniversary that is five years after the issue date. When completing the Critical Illness application, the Applicant chooses a plan either with or without this 50% reduction.

RETURN OF PREMIUM

Upon the insured's death, if the policy is in force, we will return to the owner or to the owner's beneficiary if the owner is deceased or to the owner's estate if there is no beneficiary, 100% of all premiums (excluding Accidental Death Benefit) paid minus any benefits paid. The premiums to be returned will be calculated: 1) without interest and 2) after all pending claims have been settled. If the sum of the benefits paid is equal to or greater than the sum of the premiums paid, there will be no return of premium.

GUARANTEED RENEWABLE EXCEPT FOR SPECIFIED REASONS

The Owner can keep the policy in force during the Insured's lifetime by the timely payment of the required premium and

until the Maximum Benefit Amount then in force has been paid. The premium must be paid by the date it is due or paid. The premium must be paid by the date it is due or during the 31 day grace period.

PREMIUM CHANGES

The premium payable is shown in the Data Page. This premium will not be changed during the first policy year except as allowed in the policy when benefits are paid. On or after the first policy anniversary, We may change the premium payable for the policy. Such change will be applied only when the same change is made for all policies of this plan and premium class in the Insured's state. We will send the Owner written notice, at the Owner's last known address, at least 30 days prior to the date of any change in premium.

TERMINATION

The policy will end on the earliest of the following:

- a) the date that We receive the Owner's written request to end the policy;
- b) the date of the Insured's death;
- c) the premium due date, if sufficient premium has not been paid before the end of the Grace Period;
- d) the date the Maximum Benefit Amount is paid; or
- e) the date the policy terminates as described above under Special Limitations for Life Threatening Cancer and First Carcinoma in Situ.

GRACE PERIOD

The premium must be paid on or before the date it is due or during the 31 day grace period that follows. The policy remains in force during the grace period. There is a grace period unless We write and tell the Owner it does not apply.

REINSTATEMENT

If the premium due is not paid before the end of the Grace Period, this policy will lapse and end as of the premium due date. We must receive a written application for reinstatement, together with evidence satisfactory to us of your insurability, and payment of all premium due. Unless We have previously sent the Owner written notice of disapproval, the policy will be reinstated on the 45th day after the date of application or such earlier date that We approve the application. The policy may not be reinstated and We will not accept any premium more than 90 days after the date the policy lapses.

A reinstated policy will cover only loss from a Critical Illness Insured Condition that results from a first Diagnosis after the date of reinstatement. In all other respects, the Insured, the Owner (if the Owner is other than the Insured) and We have the same rights under the policy as were in effect before the lapse. After the Policy has been reinstated, the time period in the Time Limit On Certain Defenses provision will be measured from the date of reinstatement as to the statements contained in the application for reinstatement, except for fraudulent misstatements. A new 90 day period after the reinstatement date, during which the Benefit payable is limited for Life Threatening Cancer and First Carcinoma in Situ, will apply as described in the Special Limitations For Life Threatening Cancer and First Carcinoma In Situ section, above.

ACCIDENTAL DEATH BENEFIT – OPTIONAL RIDER

PAYMENT

An Accidental Death Benefit rider provides for payment of a sum (the Accidental Death Benefit amount) not to exceed the initial Maximum Benefit Amount of the basic policy upon receipt of proof that the Insured's death was accidental in accordance with the terms of the rider. To be considered accidental, the Insured must have died as a direct result, independent of all other causes, of accidental bodily injury sustained on or after the rider date; and death must have occurred (1) within 90 days after the injury and while the rider was in force, and (2) prior to the policy anniversary on or next following his or her 70th birthday.

*We will double the Accidental Death Benefit if the injury occurred while the Insured was riding as a fare-paying passenger within a public conveyance or as an authorized passenger on a school bus. "Public conveyance" and "school bus" are defined in the rider.

**If the Insured's death is the direct result of accidental bodily injury caused by an intoxicated driver's operation of a vehicle, an additional benefit, equal to the Accidental Death Benefit, is provided. The term "intoxicated" is defined in the rider.

PAYMENT WILL NOT BE MADE IF

1. The Insured's injury or death results directly or indirectly from:

- ◆ Suicide while sane or insane;
- ◆ Mental or physical infirmity or disease, or treatment for the infirmity or disease;
- ◆ Infection, except one caused by an accidental cut or wound;
- ◆ Commission of an assault or felony or an attempt to commit an assault or felony;
- ◆ Declared or undeclared war, or any cause or act of war, whether the Insured is a member of any armed force or a civilian;
- ◆ Travel in an aircraft or descent from it:
 - If the Insured has any duties on board;
 - If the Insured expects to descend from it while it is in flight; or
 - If the aircraft is being operated for any training purpose;
- ◆ Taking or using any hallucinogen, narcotic or drug except on the advice of a Legally Qualified Physician;
- ◆ Taking, inhaling or absorbing any poison, gas or fumes except while the Insured is on his or her job; or
- ◆ Participation in any activity or event, including the operation of a vehicle, while intoxicated, as defined in the rider.

TERMINATION OF RIDER

This rider terminates if you send us your written request, upon termination of the policy, or on the day before the policy anniversary on which the Insured is age 70, whichever occurs first.