

SERFF Tracking Number: ANTX-127696874 State: Arkansas  
Filing Company: Standard Life and Accident Insurance Company State Tracking Number: 49981  
Company Tracking Number:  
TOI: H07G Group Health - Specified Disease - Limited Benefit Sub-TOI: H07G.002A Dread Disease - Cancer Only  
Product Name: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR  
Project Name/Number: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR/SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR

## Filing at a Glance

Company: Standard Life and Accident Insurance Company

Product Name: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR SERFF Tr Num: ANTX-127696874 State: Arkansas

TOI: H07G Group Health - Specified Disease - Limited Benefit SERFF Status: Closed-Approved- Closed State Tr Num: 49981

Sub-TOI: H07G.002A Dread Disease - Cancer Only Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Author: Sherry Wiegman

Date Submitted: 10/07/2011

Reviewer(s): Rosalind Minor

Disposition Date: 10/14/2011

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR

Project Number: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer, Association

Filing Status Changed: 10/14/2011

State Status Changed: 10/14/2011

Created By: Sherry Wiegman

Corresponding Filing Tracking Number:

Filing Description:

The policies, certificates, riders, related forms, rate and actuarial information are being submitted for your Department's consideration and approval. This is a new submission and does not replace any previously issued forms.

The product is a group cancer cash indemnity product with related optional riders that will be issued to employers and approved associations. The initial Association will be the American Alliance for Personal Financial Independence situated in Nebraska. A copy of the Constitution, By-laws and Association enrollment information is attached for your

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review and approval. We reserve the right to issue the master policy to other Associations at a later date with approval from the Department.

The coverage provides a benefit for cancer or associated cancerous conditions. Cancer or associated cancerous conditions diagnosed in the first 30 days of coverage are not payable for the first 12 months. Optional riders are available that will provide additional benefits. There is also an optional ICU Rider for any condition as well as Specified Disease Rider and Surgical Benefits Rider which pays a benefit for listed diseases or procedures.

The employer policy/certificate and the association policy/certificate forms are identical in language with the exception of the form number.

Marketing of all forms will be by licensed agents for applicants ages 18 through 99. Our Company's previously approved state prescribed Replacement Notice (form SL-REPLNOT) and/or Medicare Duplication of Benefits Notice (form MSDN208306) will be provided to the applicant at the time of application accordingly. These forms are being submitted for informational purposes only.

The variable material shown in the forms reflects the benefit levels selected and insured specific information. The Schedule of Benefits lists benefit options available under the policy. The variable language or amounts of final printed forms will be no more restrictive than that which is reflected in the enclosed forms.

We trust this information is complete and look forward to receiving your favorable reply. Please contact me at the address or numbers listed if you feel additional information is needed.

## Company and Contact

### Filing Contact Information

Sherry Wiegman, Sr. Compliance Analyst sherry.wiegman@anico.com  
One Moody Plaza, SSH MP, Ste. 200 281-538-4842 [Phone]  
Galveston, TX 77550 409-766-2950 [FAX]

### Filing Company Information

Standard Life and Accident Insurance Company CoCode: 86355 State of Domicile: Texas  
One Moody Plaza, SSH MP, Ste. 200 Group Code: 408 Company Type: Health Insurance  
Galveston, TX 77550 Group Name: State ID Number:  
(281) 538-4842 ext. [Phone] FEIN Number: 73-0994234

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$750.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Standard Life and Accident Insurance Company	\$750.00	10/07/2011	52590465

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/14/2011	10/14/2011

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## **Disposition**

Disposition Date: 10/14/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	ASSOCIATION BYLAWS AND CONSTITUTION AND MASTER POLICY	Approved-Closed	Yes
Supporting Document	PREVIOUSLY APPROVED REPLACEMENT AND DUPLICATION NOTICE AND CONSUMER NOTICE	Approved-Closed	Yes
Form	Surgical Benefits Rider	Approved-Closed	Yes
Form	Specified Disease Rider	Approved-Closed	Yes
Form	ICU Rider	Approved-Closed	Yes
Form	First Occurrence Rider	Approved-Closed	Yes
Form	First Occurrence Building Rider	Approved-Closed	Yes
Form	Daily Radiation Chemo Rider	Approved-Closed	Yes
Form	Annual Radiation Chemo Rider	Approved-Closed	Yes
Form	Annual Cancer Screening Rider	Approved-Closed	Yes
Form	Daily Hospital Confinement Rider	Approved-Closed	Yes
Form	Group Employer Application	Approved-Closed	Yes
Form	Group Employee Enrollment Form	Approved-Closed	Yes
Form	Group Association Enrollment Form	Approved-Closed	Yes
Form	Group Employer Policy	Approved-Closed	Yes
Form	Group Employee Certificate	Approved-Closed	Yes
Form	Group Association Certificate	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number: SL-GECAN-P-10-AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 10/14/2011	SL-SBR-09	Policy/Contract	Surgical Benefits Fraternal Rider	Initial		50.100	SL Cancer 09 Surgical Benefit Rider Final.pdf
Approved-Closed 10/14/2011	SL-SDBR-09	Policy/Contract	Specified Disease Fraternal Rider	Initial		50.100	SL Cancer 09 Spec Dis Benefit Rider Final.pdf
Approved-Closed 10/14/2011	SL-HICUBR-09	Policy/Contract	ICU Rider Fraternal Rider	Initial		50.100	SL Cancer 09 Hosp ICU Benefit Rider Final.pdf
Approved-Closed 10/14/2011	SL-FOBR-09	Policy/Contract	First Occurrence Fraternal Rider	Initial		50.100	SL Cancer 09 First Occurrence

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	Certificate:		Rider	
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Approved- Closed 10/14/2011	SL- FOBBR-09	Policy/Cont First Occurrence ract/Fratern Building Rider al	Initial  50.100	SL Cancer 09 First Occurrence Building Rider Final.pdf
		Certificate:		
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Approved- Closed 10/14/2011	SL- DRCIETR-09	Policy/Cont Daily Radiation ract/Fratern Chemo Rider al	Initial  50.100	SL Cancer 09 Daily Rad, Chemo, Immu, ET Rider Final.pdf
		Certificate:		
		Amendmen		
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Approved- Closed 10/14/2011	SL- ARCIETR-09	Policy/Cont Annual Radiation ract/Fratern Chemo Rider al	Initial  50.100	SL Cancer 09 Annual Rad, Chemo, Immu, ET Rider Final.pdf
		Certificate:		
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Approved- Closed 10/14/2011	SL- ACSBR-09	Policy/Cont Annual Cancer ract/Fratern Screening Rider al	Initial  50.100	SL Cancer 09 Annual Screening Rider
		Certificate:		

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	Amendmen t, Insert Page, Endorseme nt or Rider		Final.pdf	
Approved- Closed 10/14/2011	SL- DHCBR-09 Policy/Cont Daily Hospital ract/Fratern Confinement Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.100	SL Cancer 09 Daily Hosp Conf Rider Final.pdf
Approved- Closed 10/14/2011	EBSA102 Application/ Group Employer Enrollment Application Form	Initial	50.100	EBSA102 Employer Application.pdf
Approved- Closed 10/14/2011	SLCANAP P10GRP Application/ Group Employee Enrollment Enrollment Form	Initial	50.100	EMPLOYEE ENROLLMEN T FORM.pdf
Approved- Closed 10/14/2011	SLCANAP P10ASCG Application/ Group Association Enrollment Enrollment Form	Initial	50.100	ASSOCIATIO N ENROLLMEN T FORM.pdf
Approved- Closed 10/14/2011	SL- GECAN-P- 10-AR Policy/Cont Group Employer ract/Fratern Policy al Certificate	Initial	50.100	SL CANCER GROUP EMPL POLICY WILL HOGAN Nonmkd.pdf
Approved- Closed 10/14/2011	SL- GECAN-C- 10-AR Certificate Group Employee Certificate	Initial	50.100	SL CANCER GROUP EMPL CERTIFICAT E WILL HOGAN

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Approved- SL- Certificate Group Association Initial 50.100  
 Closed GACAN-C- Certificate  
 10/14/2011 10-AR

Nonmkd.pdf  
 SL CANCER  
 GROUP  
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 Nonmkd.pdf

## Standard Life and Accident Insurance Company

A Member of the American National Family of Companies  
Administrative Office: P. O. Box 1820, Galveston Texas 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock Company hereafter referred as "Standard Life", "We", "Us", "Our" or "the Company")

### SURGICAL BENEFITS RIDER

This optional rider is effective only if the Surgical Benefits Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### EFFECTIVE DATE

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### SURGICAL EXPENSE BENEFIT

We will pay a Surgical Expense Benefit for a surgical procedure for the treatment of Cancer (except Skin Cancer) according to the following Surgical Schedule. The surgery may be performed either as an inpatient of a Hospital or as an outpatient in a Hospital, Ambulatory Surgical Center, Physician's office or other free standing medical facility.

The following rules apply to the Surgical Schedule shown below:

1. The procedures listed in the Surgical Schedule are selected examples for the [\$1000] maximum surgical benefit level. For operations other than those shown, We will determine the benefit on a basis consistent with those shown. However, in no event will the amount payable exceed the Maximum Benefit Amount shown on the Certificate Schedule.
2. For Surgical Benefits Rider Maximum Benefit Amounts other than [\$1000] the benefit indicated in the surgical schedule would be multiplied by a relative factor of the Maximum Benefit Amount selected to the [\$1000] level. For example, if the [\$5000] surgical maximum is purchased the eligible surgical benefit would be five times the amount shown in the schedule.
3. Two or more surgical procedures through the same incision will be considered one operation. The Company will allow benefits for the procedure with the highest limit.
4. We will not pay more than the Actual Charge for any surgical procedure.

### SURGICAL SCHEDULE

#### ABDOMEN

Colonoscopy beyond splenic flexure	[\$ 140 ]
Esophagogastroscopy	[\$ 83 ]
Proctosigmoidoscopy (independent procedure)	[\$ 13 ]
Colectomy partial, with colostomy	[\$ 550 ]
Pancreatectomy Subtotal with or without Splenectomy	[\$ 433 ]

#### BREAST

Incisional Biopsy of Breast	[\$ 77 ]
Mastectomy, Radical including Breast, Pectoral Muscles, and Axillary Lymph Nodes, Unilateral	[\$ 400 ]
Mastectomy, Modified Radical with Modified Axillary dissection but leaving Pectoral Muscles, Unilateral	[\$ 350 ]
Mammoplasty Augmentation Prosthetic (not including implants) Unilateral	[\$ 250 ]
Breast reconstruction with transverse rectus abdominis myocutaneous flap (TRAM), single pedicle, including closure of donor site, with microvascular anastomosis (supercharging)	[\$ 900 ]

#### GENITO-URINARY TRACT

Nephrectomy including Partial Ureterectomy, any approach including Rib Resection	[ \$ 383 ]
Pelvic Exenteration complete for Vesical Prostatic or Urethral Malignancy with removal of	

Bladder and Uteral Transplantation		[\$1,000 ]
Cystourethroscopy with Biopsy	Hospital	[\$ 53 ]
	Office	[ \$ 33 ]
Transurethral Resection of Prostate including control of postoperative bleeding during the initial hospitalization		[ \$ 383 ]
Orchiectomy radical for tumor inguinal Approach		[ \$ 177 ]
Dilation and Curettement of Cervical - Stump		[ \$ 77 ]
Total Hysterectomy (Corpus and Cervix) with or without tubes and/or ovaries, one or both		[ \$ 333 ]
Vaginal Hysterectomy		[ \$ 330 ]

LUNG

Pneumonectomy Total		[ \$ 600 ]
Lobectomy Total or Segmental		[ \$ 500 ]
Bronchoscopy		[ \$ 80 ]

NERVOUS SYSTEM

Excision Brain Tumor – Supratentorial Except Meningioma		[ \$ 667 ]
Laminectomy One or Two Segments for Intraspinal Lesion Cervical		[ \$ 650 ]

RECTUM

Proctectomy Complete Combined Absominoperineal		[ \$ 517 ]
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**ANESTHESIA EXPENSE BENEFIT**

When a surgical procedure is performed that is a covered surgical expense and the Covered Person incurs charges for anesthesia, We will pay the Actual Charge for the anesthesia not to exceed an amount equal to [30%] of the covered Surgical Expense Benefit for the operation performed. This includes the services of a professional anesthesiologist or of an anesthetist under supervision of a Physician for the purpose of administering anesthesia.

**SKIN CANCER SURGERY EXPENSE BENEFIT**

When there is a positive diagnosis of Skin Cancer of a Covered Person and a cutting surgical procedure is performed to remove the positively diagnosed Skin Cancer, We will pay the Actual Charge, not to exceed the amount shown below, for such surgical removal:

- Biopsy [\$ 125]
- Excision of lesion of skin [\$ 350]
- Excision of lesion of skin with flap or graft [\$ 750 ]

This benefit is payable in lieu of any benefits for Surgical Expense and Anesthesia Expense which are not applicable to Skin Cancer.

**TERMINATION**

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

## Standard Life and Accident Insurance Company

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### SPECIFIED DISEASE BENEFIT RIDER

This optional rider is effective only if the Specified Disease Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### EFFECTIVE DATE

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### COVERED SPECIFIED DISEASES

Addison's Disease	Lyme Disease	Rocky Mountain Spotted Fever
Amyotrophic Lateral Sclerosis	Malaria	Sickle Cell Anemia
Botulism	Meningitis	Tay-Sachs Disease
Bovine Spongiform Encephalopathy	Multiple Sclerosis	Tetanus
Budd-Chiari Syndrome	Muscular Dystrophy	Toxic Epidermal Necrolysis
Cystic Fibrosis	Myasthenia Gravis	Tuberculosis
Diphtheria	Neimann-Pick Disease	Tularemia
Encephalitis	Osteomyelitis	Typhoid Fever
Epilepsy	Poliomyelitis	Undulant Fever
Hansen's Disease	Q Fever	West Nile Virus
Histoplasmosis	Rabies	Whipple's Disease
Legionnaire's Disease	Reye's Syndrome	Whooping Cough
Lupus Erythematosus	Rheumatic Fever	

#### BENEFITS

While coverage is in force, if a Covered Person is first diagnosed with one or more covered Specified Diseases and is hospitalized for the definitive treatment of any covered Specified Disease, We will pay benefits according to the provisions of this rider.

**Initial Hospitalization Benefit:** We will pay the Initial Hospitalization Benefit amount shown on the Certificate Schedule when a Covered Person is confined to a Hospital for 12 or more hours as a result of receiving treatment for a listed Specified Disease. This benefit is payable only once per Period of Hospital Confinement and only once per Calendar Year for each Covered Person.

A Period of Hospital Confinement must start while this rider is in force. If the confinement follows a previously covered confinement, it will be deemed a continuation of the first confinement unless it is the result of an entirely different Specified Disease, or unless the confinements are separated by 30 days or more.

**Hospital Confinement Benefit:** We will pay the Hospital Confinement Benefit amount shown on the Certificate Schedule per day when a Covered Person is hospitalized during any continuous period of 30 days or less for the treatment of a covered Specified Disease. Benefits will double per day beginning with the 31st day of continuous confinement.

## EXCLUSIONS

No benefits will be paid for:

1. loss due to any disease or illness other than those listed as covered Specified Diseases;
2. care and treatment received outside the territorial limits of the United States;
3. treatment that has not been approved by a Physician as being Medically Necessary; or
4. losses or medical expenses incurred prior to the Effective Date of a Covered Person's coverage regardless of the date of diagnosis.

## TERMINATION

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

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### **HOSPITAL INTENSIVE CARE UNIT BENEFIT RIDER**

This optional rider is effective only if the Hospital Intensive Care Unit Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### **EFFECTIVE DATE**

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### **DEFINITIONS (as used in this Rider)**

**"Injury"** - means sudden, unexpected and unintended accidental bodily injury, definite as to date and time, which is the direct cause of loss, independent of disease, bodily infirmity, or any other cause which occurs while coverage under the Policy is in force.

**"Intensive Care Unit"** - means a specifically designated part of a Hospital that provides the highest level of medical care for critically ill or injured persons and is restricted to patients whose medical condition necessitates such level of care. The Intensive Care Unit must be equipped with special life-saving equipment, services and monitoring devices. Patients in the Intensive Care Unit must be under constant and continuous care of Nurses assigned exclusively to the Intensive Care Unit. The Intensive Care Unit must be eligible to be listed as such by the American Hospital Association Guide. Intensive Care Unit also means a Cardiac Intensive Care Unit or Neonatal Intensive Care Unit that meets the standards set forth above. Hospital private or semi-private rooms, private monitored rooms, observation rooms, surgical recovery rooms, progressive care, intermediate care, telemetry units or other facilities are not considered Intensive Care Units.

**"Period of Hospital Intensive Care Unit Confinement"** - means the period of successive days the Covered Person is confined as an Inpatient in an Intensive Care Unit or a Step Down Unit. It begins on the date the Covered Person is confined as an Inpatient in an Intensive Care Unit or Step Down Unit. It ends on the Covered Person's date of discharge from that unit. Successive confinements due to the same or a related cause not separated by at least 30 days are considered to be a part of the same Period of Hospital Intensive Care Unit Confinement.

**"Sickness"** - means an illness, disease or pregnancy for which treatment is given after the Certificate Effective Date and while this rider is in force.

**"Step Down Unit"** - means a specifically designated part of a Hospital that provides medical care to patients whose medical conditions do not require Intensive Care Unit confinement but do require services beyond that provided in regular hospital private or semi-private rooms, private monitored rooms, observation rooms or surgical recovery units. Hospital private or semi-private rooms, private monitored rooms, observation rooms or surgical recovery units are not considered Step Down Units.

**"Travel Related Injury"** - means an accidental bodily injury sustained directly and independently of all other causes from the Covered Person being struck by a vehicle including an automobile, bus, truck, van, motorcycle, airplane or train or being involved in an accident where the Covered Person was an operator or passenger in or on such vehicle.

#### **HOSPITAL INTENSIVE CARE UNIT BENEFITS**

When a Covered Person is confined in an Intensive Care Unit or a Step Down Unit after the Covered Person's Certificate Effective Date of coverage, We will pay the benefits described in A., B., or C., below.

Benefits under A., B. and C., are combined and limited to 45 days per each Period of Hospital Intensive Care Unit Confinement.

Coverage is subject to all the terms, provisions, conditions, definitions, exclusions, limitations and reductions contained in this rider and the policy.

**A. Intensive Care Unit Benefit** - We will pay the Hospital Intensive Care Unit Benefit amount shown on the Certificate Schedule for each day a Covered Person is confined in an Intensive Care Unit as the result of Sickness or Injury. Intensive Care Unit benefits will begin on the first day of such confinement.

**B. Double Intensive Care Unit Benefit** - We will double the Hospital Intensive Care Unit Benefit amount shown in the Certificate Schedule if the Intensive Care Unit confinement is a result of Cancer.

We will also double the Hospital Intensive Care Unit Benefit for the initial Intensive Care Unit confinement if resulting from a Travel Related Injury. The double benefit for a Travel Related Injury is payable only for the initial Intensive Care Unit confinement that commences within 24 hours of the accident causing the Travel Related Injury.

Double Intensive Care Unit Benefits are not payable for successive periods of confinement, even when part of the same Period of Hospital Intensive Care Unit Confinement.

**C. Step Down Unit Benefit** - We will pay one-half of the Hospital Intensive Care Unit Benefit shown on the Certificate Schedule for each day the Covered Person is confined in a Step Down Unit as the result of Sickness or Injury.

#### **ADDITIONAL EXCLUSIONS and LIMITATIONS**

Coverage under this rider is subject to the applicable Exclusions and Limitations of the base policy to which it is attached. The following additional Exclusions, Reduction and Limitations also apply.

#### **REDUCTION**

On the date a Covered Person attains Age 75, and continuing thereafter, the Hospital Intensive Care Unit Benefit shown in the Certificate Schedule will be reduced by one-half.

#### **EXCLUSIONS**

This rider does not cover Intensive Care Unit or Step Down Unit confinements that are the result of (1) intentionally self-inflicted injury, or (2) the Covered Person being intoxicated or under the influence of alcohol, drugs or any narcotic, unless administered on and according to the advice of a Medical Practitioner. The term "intoxicated" means that condition as defined by law in the jurisdiction in which the cause of loss occurred.

#### **TERMINATION**

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

## Standard Life and Accident Insurance Company

A Member of the American National Family of Companies  
Administrative Office: P. O. Box 1820, Galveston Texas 77550  
Toll-Free Telephone Number: 1-888-350-1488

(A Stock Company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

### FIRST OCCURRENCE BENEFIT RIDER

This optional rider is effective only if the First Occurrence Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### EFFECTIVE DATE

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### FIRST OCCURRENCE BENEFIT

If a Covered Person receives a positive diagnosis of Internal Cancer while insured under an issued Certificate, We will pay the First Occurrence Benefit amount shown on the Certificate Schedule.

If the Covered Person receiving the positive diagnosis of Internal Cancer is a child under the age of 21, We will pay one and one-half times the First Occurrence Benefit amount shown on the Certificate Schedule.

This benefit is payable one time only during the lifetime of each Covered Person, regardless of the number of positive diagnoses that a Covered Person may have of Internal Cancer.

#### TERMINATION

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

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### FIRST OCCURRENCE BUILDING BENEFIT RIDER

This optional rider is effective only if the First Occurrence Building Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### EFFECTIVE DATE

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### FIRST OCCURRENCE BUILDING BENEFIT

While this rider is in effect, on the day following each Anniversary of any issued Certificate, the First Occurrence Benefit amount shown on the Certificate Schedule will be increased for each Covered Person by the First Occurrence Building Benefit amount shown on the Certificate Schedule.

The First Occurrence Building Benefit, if any accrued, will be paid under the same terms and conditions as the First Occurrence Benefit Rider attached to any issued Certificate.

This First Occurrence Building Benefit will cease to annually increase for a Covered Person on the day following the first Certificate Anniversary after the Covered Person's 65th birthday or on the date of positive diagnosis of Internal Cancer, whichever occurs first. However, regardless of the age of the Covered Person on the Certificate Effective Date of this rider, this benefit shall accrue for a period of at least five years unless Internal Cancer is diagnosed prior to the fifth year of coverage.

If the Coverage Type shown on the Certificate Schedule is "Individual", no further premium will be billed for this rider after the payment of the First Occurrence benefit.

#### TERMINATION

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

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### DAILY RADIATION TREATMENT, CHEMOTHERAPY, IMMUNOTHERAPY, AND EXPERIMENTAL TREATMENT BENEFIT RIDER

This optional rider is effective only if the Daily Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### EFFECTIVE DATE

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### DAILY RADIATION TREATMENT, CHEMOTHERAPY, IMMUNOTHERAPY, AND EXPERIMENTAL TREATMENT EXPENSE BENEFIT

While this rider is in effect, We will pay the Actual Charge incurred by a Covered Person, not to exceed the Daily Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit amount shown on the Certificate Schedule for each day a Covered Person receives one or more of the following Cancer treatments:

1. Chemotherapy (including Hormonal Therapy) or Immunotherapy injected by a Chemotherapist, an Oncologist, Physician or other legally qualified medical personnel in the office of an Oncologist or Physician, a Chemotherapy Treatment Center, a Hospital or Clinic;
2. Self-administered or oral Chemotherapy or Immunotherapy\*;
3. Radiation Treatment administered by a Radiation Therapist, an Oncologist, Physician or other legally qualified medical personnel in the office of an Oncologist or Physician, a Radiation Treatment Center, a Hospital or Clinic. Benefits payable for interstitial or intra-cavitary applications of Radiation Treatments are payable on the day of insertion only and not for each day the Radiation Treatment remains in the body; and
4. Experimental Treatment.

\*Any self-administered or oral chemotherapy or immunotherapy drugs or expenses covered under this Rider will be further limited to \$1,000 per calendar month. Drugs or expenses are considered under the calendar month in which it is filled or dispensed.

The Daily Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit amount shown on the Certificate Schedule is the maximum We will pay regardless of the type or number of different treatments the Covered Person may receive on the same day.

#### TERMINATION

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

## Standard Life and Accident Insurance Company

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### ANNUAL RADIATION TREATMENT, CHEMOTHERAPY, IMMUNOTHERAPY, AND EXPERIMENTAL TREATMENT BENEFIT RIDER

This optional rider is effective only if the Annual Radiation, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### EFFECTIVE DATE

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### ANNUAL RADIATION TREATMENT, CHEMOTHERAPY, IMMUNOTHERAPY AND EXPERIMENTAL TREATMENT EXPENSE BENEFIT

While this rider is in effect, We will pay the Actual Charge incurred in any one Calendar Year by a Covered Person for:

1. Chemotherapy (including Hormonal Therapy) or Immunotherapy injected by a Chemotherapist, an Oncologist, Physician or other legally qualified medical personnel in the office of an Oncologist or Physician, a Chemotherapy Treatment Center, a Hospital or Clinic;
2. Self-administered or oral Chemotherapy or Immunotherapy\*;
3. Radiation Treatment administered by a Radiation Therapist, an Oncologist, Physician or other legally qualified medical personnel in the office of an Oncologist or Physician, a Radiation Treatment Center, a Hospital or Clinic. Benefits payable for interstitial or intra-cavitary applications of Radiation Treatments are payable on the day of insertion only and not for each day the Radiation Treatment remains in the body; and
4. Experimental Treatment.

Treatment may be on an Inpatient or Outpatient basis.

\*Any self-administered or oral chemotherapy or immunotherapy drugs or expenses covered under this Rider will be further limited to \$1,000 per month and will reduce the Annual Radiation Treatment, Chemotherapy, Immunotherapy and Experimental Treatment Expense Benefit stated in the Certificate Schedule. Drugs or expenses are considered under the calendar month in which it is filled or dispensed.

The Annual Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit amount shown on the Certificate Schedule is the maximum We will pay in any one Calendar Year for each Covered Person's Cancer treatments regardless of the number or types of treatments received.

#### TERMINATION

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

## **Standard Life and Accident Insurance Company**

A Member of the American National Family of Companies  
Administrative Office: P. O. Box 1820, Galveston Texas 77550  
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### **ANNUAL CANCER SCREENING BENEFIT RIDER**

This optional rider is effective only if the Annual Cancer Screening Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### **EFFECTIVE DATE**

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### **ANNUAL CANCER SCREENING BENEFIT**

**Basic Benefit** - We will pay the Actual Charge, not to exceed the Maximum Benefit Amount per Calendar Year as shown on the Certificate Schedule for the Annual Cancer Screening Benefit, per Covered Person for screening tests performed to determine whether Cancer exists in a Covered Person. Covered annual Cancer screening tests include but are not limited to the following:

- Mammogram;
- Breast Ultrasound;
- Pap Smear;
- Thin-Prep;
- Flexible Sigmoidoscopy;
- Biopsy;
- Hemocult;
- Stool Specimen;
- Chest X-Ray;
- CEA (blood test for colon cancer);
- PSA (blood test for prostate cancer);
- Colonoscopy;
- CA 125 (blood test for ovarian cancer);
- Serum Protein Electrophoresis (blood test for myeloma);
- CA 15-3 (blood test for breast cancer).

**Additional Invasive Diagnostic Procedure Benefit** - We will pay the Actual Charge, not to exceed two times the Maximum Benefit Amount per Calendar Year as shown on the Certificate Schedule for the Annual Cancer Screening Benefit, per Covered Person for one additional invasive diagnostic procedure required as the result of an abnormal cancer screening test for which benefits are payable under the Basic Benefit above. Invasive diagnostic procedure means a procedure requiring an excision or the insertion of an instrument in the body. This additional benefit is payable regardless of the results of the additional diagnostic procedure, however, the amount payable will be reduced dollar for dollar for any amount payable under the Positive Diagnosis Benefit contained within the base policy.

**Human Papillomavirus (HPV) Vaccine Benefit** – We will pay the Actual Charge not to exceed one-half (1/2) of the Maximum Benefit Amount per Calendar Year as shown on the Certificate Schedule for a United States FDA approved Human Papillomavirus vaccine administered to a Covered Person. The amount payable under this benefit will be applied to and reduce the Basic Benefit amount described above.

#### **TERMINATION**

This rider terminates on the earliest of the following:

SL-ACSB-09

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President

## Standard Life and Accident Insurance Company

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### DAILY HOSPITAL CONFINEMENT BENEFIT RIDER

This optional rider is effective only if the Daily Hospital Confinement Benefit Rider is shown on the Policy Schedule and the Certificate Schedule. If included, it is a part of the Policy and Certificate and subject to all its provisions, conditions, exceptions, limitations and definitions unless modified herein.

#### EFFECTIVE DATE

The Effective Date of a Covered Person's coverage under this rider will be the later of:

1. the Effective Date of his or her coverage under an issued Certificate; or
2. the Certificate Effective Date as shown on the Certificate Schedule.

#### DAILY HOSPITAL CONFINEMENT EXPENSE BENEFITS

**Confinements of 30 Days or Less** - We will pay the Daily Hospital Confinement Benefit amount shown on the Certificate Schedule for each of the first 30 days in each Period of Hospital Confinement during which a Covered Person is confined to a Hospital, including a Government or Charity Hospital, for the treatment of Cancer.

**Confinements lasting longer than 30 Consecutive Days** – If a Covered Person is continuously confined to a Hospital, including a Government or Charity Hospital, for longer than 30 consecutive days for the treatment of Cancer, We will pay two times the Daily Hospital Confinement Benefit amount shown on the Certificate Schedule for the Daily Hospital Confinement Benefit. This benefit payment will begin on the 31st continuous day of such confinement and continue for each day of confinement until the Covered Person is discharged from the Hospital.

**Benefits for an insured Dependent Child under Age 21** - Benefits payable under this Rider will be double the Daily Hospital Confinement Benefit amount shown on the Certificate Schedule if payable Daily Hospital Confinement Benefits are for a dependent child under the age of 21.

#### TERMINATION

This rider terminates on the earliest of the following:

1. the date the coverage for the Covered Person expires;
2. when the required premium is not paid within the grace period; or
3. the premium due date on or next following the date we receive the Covered Person's written request to terminate this rider.

Signed on behalf of Standard Life and Accident Insurance Company at Galveston, Texas.



Secretary



President



**Standard Life and Accident Insurance Company**  
 Mailing Address: P.O. Box 696870, San Antonio, TX 78269  
 888.350.1488



**EMPLOYER BENEFIT SELECTION APPLICATION FOR GROUP CANCER EXPENSE** Please Print — Use Black Ink

Plan Sponsor/Policyholder \_\_\_\_\_ Group Number (obtain from the Home Office) \_\_\_\_\_  
 Federal Tax ID Number \_\_\_\_\_ Requested Group Policy Effective Date \_\_\_\_\_  
 Address \_\_\_\_\_

Authorized Employer Representative \_\_\_\_\_ Phone \_\_\_\_\_  
 Email \_\_\_\_\_ Fax \_\_\_\_\_

State of issue and delivery \_\_\_\_\_

List any other state locations \_\_\_\_\_

Type of business \_\_\_\_\_

Class(es) of employees eligible for coverage \_\_\_\_\_

Will all classes have the same coverage? .....  Yes  No

If "No", specify which benefit option per class. (indicate under BENEFITS APPLIED FOR grid below)

Number of eligible Employees \_\_\_\_\_

Who will pay the premiums for this insurance?  Employee  Employer  Employer and Employee Billing Date:  1<sup>st</sup>  15<sup>th</sup>

Is there a substantially similar Group Cancer Policy now in effect? .....  Yes  No

**The policy applied for will not be effective until formal approval is given by Standard Life and Accident Insurance Company.  
 Do not cancel existing cancer insurance until this approval is received.**

Will other cancer insurance, whether individual policies or group certificates, be offered to employees on a payroll deduction basis? .....  Yes  No

BENEFITS APPLIED FOR			
Base Policy	Base Policy Benefits		
Optional Benefits	Option 1 Benefit Amount	Option 2 Benefit Amount	Option 3 Benefit Amount
Annual Cancer Screening Benefit	\$	\$	\$
Radiation, Chemotherapy, Immunotherapy and Experimental Treatment Benefit (please check only one): <input type="checkbox"/> Annual <input type="checkbox"/> Daily	\$	\$	\$
Daily Hospital Confinement Benefit	\$	\$	\$
First Occurrence Benefit	\$	\$	\$
First Occurrence Building Benefit	\$	\$	\$
Intensive Care Unit Benefit	\$	\$	\$
Specified Disease Benefit	\$	\$	\$
Surgical Benefit	\$	\$	\$
<b>Class of Employees</b>			

## EMPLOYER AGREEMENT

The Employer hereby applies to Standard Life and Accident Insurance Company for a policy of Group Cancer Expense Insurance with the optional benefits listed on page 1 of this Application.

The Employer agrees to honor the written request of its Employees, members or depositors for deduction from their accounts, salaries or wages for premiums on policies issued by Standard Life and Accident Insurance Company and to forward such deductions to the Company. The Employer agrees to make deductions according to the schedule established with the Company and to remit all deductions to the Company on the designated due date. The Employer assumes no other liability under this agreement, and this agreement will continue in force until 30 days after the Company receives written notice of termination from the Employer or organization, together with payment of all deductions up to the date of the termination. After that date, the Employer will have no further responsibility for deductions and each Employee, member or depositor will be responsible for making arrangements with the Company.

**FRAUD WARNING** — Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

\_\_\_\_\_  
Dated at City, State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Employer Representative

\_\_\_\_\_  
Title (printed)

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Print Agent Name

\_\_\_\_\_  
Agent's Writing Number



**SECTION A - Enrollment Form for Cancer Expense Insurance and Optional Riders (Please Print — Black Ink)**

Plan Sponsor \_\_\_\_\_ Group Number \_\_\_\_\_

Billing Mode:  Monthly  Semi-Monthly  Bi-Weekly  Weekly Effective Date \_\_\_\_\_

Applicant (Employee) \_\_\_\_\_ Social Security Number \_\_\_\_\_

Employee Number \_\_\_\_\_

Male  Female Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Job Title/Occupation \_\_\_\_\_ Date Hired \_\_\_\_\_

Do you normally work 20 or more hours per week for the Plan Sponsor listed above? .....  Yes  No

**SECTION B - Dependents Proposed for Insurance**

	Full Name	Sex	Date of Birth	Full-Time Student
Spouse		<input type="checkbox"/> M <input type="checkbox"/> F		
Children		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION C - Insurance Applied for**

Cancer Expense Insurance	Base Policy	Annual Cancer Screening Benefit	First Occurrence Benefit	Surgical Benefit	Daily Hospital Confinement Benefit	Radiation Chemo-therapy Immuno-therapy Benefit	First Occurrence Building Benefit	Intensive Care Unit Benefit	Specified Disease Benefit	Total Premium
<input type="checkbox"/> Individual	<b>Annual Premium</b>									
<input type="checkbox"/> One Parent	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<input type="checkbox"/> Family		*	*	*	*	<input type="checkbox"/> Annual * <input type="checkbox"/> Daily	*	*	*	× _____ (Mode Factor)
Section 125 <input type="checkbox"/> Yes <input type="checkbox"/> No		* Enter Coverage Amount Applied For					<b>TOTAL MODAL PREMIUM \$</b> _____			

**SECTION D - Non-Medical Questionnaire**

- Are you actively at work now for the named Plan Sponsor and have you worked at least 20 hours each week performing all duties of your regular occupation at your regular place of employment for the last 3 months except for minor illness or injury of 1 week or less, or normal pregnancy? .....  Yes  No
- Is the Applicant or any Dependent proposed for insurance eligible for Medicare? .....  Yes  No  
If "Yes", review the *Guide to Health Insurance for People with Medicare* which is available from your agent.
- Is the Applicant or any Dependent proposed for insurance eligible for Medicaid? .....  Yes  No  
**If "Yes", applying for coverage on that person is not appropriate.**
- Will the insurance applied for replace or change any existing insurance? .....  Yes  No  
If "Yes", list coverage and name of company and complete any required replacement form(s) provided by your agent and return with this application. \_\_\_\_\_

AGENTS INSTRUCTIONS: REFER TO PRODUCERS GUIDE FOR COMPLETION OF SECTION E

SECTION E - Medical Questionnaire

- 5. Within the past 5 years, has any person proposed for coverage been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for: Cancer, in any form (including Hodgkin's disease, lymphoma, leukemia, cancer in situ [a malignant tumor that is confined to the site of origin, the cells of which have not invaded surrounding tissue], melanoma or any other malignancy) other than Skin Cancer or myelodysplastic blood disorder or myeloproliferative blood disorder?
6. Within the past 5 years, has any person proposed for insurance been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for Skin Cancer?
7. Has anyone proposed for insurance been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for: Acquired Immune Deficiency Syndrome (AIDS), "AIDS" Related Complex (ARC), or a condition or sickness derived from such infection, or tested positive for the Human Immuno-deficiency Virus (HIV) infection?

If Optional Specified Disease Rider is Applied for, Answer this Question.

- 8. Has any person proposed for insurance ever been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for: Addison's Disease; Amyotrophic Lateral Sclerosis; Botulism; Bovine Spongiform Encephalopathy; Budd-Chiari Syndrome; Cystic Fibrosis; Diptheria; Encephalitis; Epilepsy; Hansen's Disease; Histoplasmosis; Legionaire's Disease; Lupus Erythematosus; Lyme Disease; Malaria; Meningitis; Multiple Sclerosis; Muscular Dystrophy; Myasthenia Gravis; Nieman-Pick Disease; Osteomyelitis; Poliomyelitis; Q Fever; Rabies; Reye's Syndrome; Rheumatic Fever; Rocky Mountain Spotted Fever; Sickle Cell Anemia; Tay-Sachs Disease; Tetanus; Toxic Epidermal Necrolysis; Tuberculosis; Tularemia; Typhoid Fever; Undulant Fever; West Nile Virus; Whipple's Disease or Whooping Cough?

Name Specified Disease

If Optional Intensive Care Unit Rider is Applied for, Answer this Question.

- 9. Has any person to be insured ever been diagnosed by a medical professional or treated for a heart attack, heart condition, heart trouble, angina or any abnormality of the heart prior to this date?

The person(s) named above will be excluded from coverage as follows: We will not be liable for any loss for Hospital Intensive Care Unit confinement resulting from any disease or disorder of the heart. Furthermore, the benefits for such person(s) for confinement in a Hospital Intensive Care Unit or Step Down Unit will be limited to 3 days in connection with any one hospitalization for all other sickness, not the 45 days as stated in the Rider. Nothing herein shall affect benefits for any covered Hospital Intensive Care Unit confinement resulting from an injury.

SECTION F -Special Requests HOME OFFICE USE ONLY

SECTION G - Agreement

Payroll Deduction Authorization: I hereby request, authorize and direct my Plan Sponsor, named above, to deduct the Total Modal Premium amount shown above from my salary or wages and forward that amount to Standard Life and Accident Insurance Company. If premiums for the insurance to which this authorization applies are part of a Cafeteria Plan, I understand that this authorization may not be revoked until the end of the Plan Year and only then by my written request. Otherwise, this authorization shall remain in effect until revoked in writing by me.

I have read or had read to me the enrollment form, and my statements and answers are true and complete, to the best of my knowledge and belief. I understand that any material misstatement or misrepresentation may result in loss of coverage. I understand that if the insurance applied for is issued, the effective date of the coverage will be the date stated on the Certificate's schedule page, not the date this enrollment form is signed. I understand that no agent can accept risks, modify policies, or waive any rights or requirements of Standard Life and Accident Insurance Company.

The Certificate provides limited benefits. Review your Certificate carefully.

WARNING. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Signature of Applicant

Date

Affidavit for Agent's Use Only: I hereby certify to the best of my knowledge and belief that I have truly recorded in this enrollment form the information supplied by the Applicant. I also certify that the Applicant has read or had read to him or her the completed enrollment form.

Licensed Agent's Name (please print)

Licensed Agent's Signature

Licensed Agent's Number



**SECTION A - Enrollment Form for Cancer Expense Insurance and Optional Riders - Association Member (Please Print — Black Ink)**

Applicant \_\_\_\_\_ Social Security Number \_\_\_\_\_  
 Male  Female Age \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_

Premium Payor  Owner (if other than Applicant) Name \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Tax ID Number \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Mode:  PAC  Quarterly  Semi-Annual  Annual Effective Date \_\_\_\_\_

**SECTION B - Dependents Proposed for Insurance**

	Full Name	Sex	Date of Birth	Full-Time Student
Spouse		<input type="checkbox"/> M <input type="checkbox"/> F		
Children		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION C - I, as a Member of the Association, Apply for**

Cancer Expense Insurance	Base Policy	Annual Cancer Screening Benefit	First Occurrence Benefit	Surgical Benefit	Daily Hospital Confinement Benefit	Radiation Chemo-therapy Immuno-therapy Benefit	First Occurrence Building Benefit	Intensive Care Unit Benefit	Specified Disease Benefit	Total Premium
<input type="checkbox"/> Individual	<b>Annual Premium</b>									
<input type="checkbox"/> One Parent	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<input type="checkbox"/> Family		*	*	*	*	<input type="checkbox"/> Annual * <input type="checkbox"/> Daily	*	*	*	× (Mode Factor)
* Enter Coverage Amount Applied For							<b>TOTAL MODAL PREMIUM \$</b> _____			

**SECTION D - Non-Medical Questionnaire**

1. Is the Applicant or any Dependent proposed for insurance eligible for Medicare? .....  Yes  No  
 If "Yes", review the *Guide to Health Insurance for People with Medicare* which is available from your agent.
2. Is the Applicant or any Dependent proposed for insurance eligible for Medicaid? .....  Yes  No  
**If "Yes", applying for coverage on that person is not appropriate.**
3. Will the insurance applied for replace or change any existing insurance? .....  Yes  No  
 If "Yes", list coverage and name of company and complete any required replacement form(s) provided by your agent and return with this application. \_\_\_\_\_

**AGENTS INSTRUCTIONS: REFER TO PRODUCERS GUIDE FOR COMPLETION OF SECTION E**

**SECTION E - Medical Questionnaire**

- 4. Within the past 5 years, has any person proposed for insurance been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for: Cancer, in any form (including Hodgkin's disease, lymphoma, leukemia, cancer in situ [a malignant tumor that is confined to the site of origin, the cells of which have not invaded surrounding tissue], melanoma or any other malignancy) other than Skin Cancer or myelodysplastic blood disorder or myeloproliferative blood disorder? .....  Yes  No  
**If "Yes", such person is automatically excluded from coverage. List each person to be excluded from coverage.**

---

- 5. Within the past 5 years, has any person proposed for insurance been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for Skin Cancer? .....  Yes  No  
**If "Yes", such person is automatically excluded from coverage. List each person to be excluded from coverage for cancer of the skin.**

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- 6. Has anyone proposed for insurance been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for: Acquired Immune Deficiency Syndrome (AIDS), "AIDS" Related Complex (ARC), or a condition or sickness derived from such infection, or tested positive for the Human Immuno-deficiency Virus (HIV) infection?  Yes  No  
**If "Yes", such person is automatically excluded from coverage. List each person to be excluded from coverage.**

**If Optional Specified Disease Rider is Applied for, Answer this Question.**

- 7. Has any person proposed for insurance ever been diagnosed by a medical professional as having, been treated for, or had care for which diagnostic test(s) have been recommended for: Addison's Disease; Amyotrophic Lateral Sclerosis; Botulism; Bovine Spongiform Encephalopathy; Budd-Chiari Syndrome; Cystic Fibrosis; Diphtheria; Encephalitis; Epilepsy; Hansen's Disease; Histoplasmosis; Legionaire's Disease; Lupus Erythematosus; Lyme Disease; Malaria; Meningitis; Multiple Sclerosis; Muscular Dystrophy; Myasthenia Gravis; Nieman-Pick Disease; Osteomyelitis; Poliomyelitis; Q Fever; Rabies; Reye's Syndrome; Rheumatic Fever; Rocky Mountain Spotted Fever; Sickle Cell Anemia; Tay-Sachs Disease; Tetanus; Toxic Epidermal Necrolysis; Tuberculosis; Tularemia; Typhoid Fever; Undulant Fever; West Nile Virus; Whipple's Disease or Whooping Cough?  Yes  No  
**If "Yes", such person is automatically excluded from coverage. List the Specified Disease and each person to be excluded from coverage for the listed Specified Disease.**

\_\_\_\_\_ Name

\_\_\_\_\_ Specified Disease

**If Optional Intensive Care Unit Rider is Applied for, Answer this Question.**

- 8. Has any person to be insured ever been diagnosed by a medical professional or treated for a heart attack, heart condition, heart trouble, angina or any abnormality of the heart prior to this date? .....  Yes  No  
**If "Yes", such person is automatically excluded from coverage. List each person to be excluded from coverage for any intensive care confinement resulting from any disorder of the heart, and such person shall be limited to 3 days in connection with any other intensive care confinement.**

**The person(s) named above will be excluded from coverage as follows:** We will not be liable for any loss for Hospital Intensive Care Unit confinement resulting from any disease or disorder of the heart. Furthermore, the benefits for such person(s) for confinement in a Hospital Intensive Care Unit or Step Down Unit will be limited to 3 days in connection with any one hospitalization for all other sickness, not the 45 days as stated in the Rider. Nothing herein shall affect benefits for any covered Hospital Intensive Care Unit confinement resulting from an injury.

<b>SECTION F -Special Requests</b>	<b>HOME OFFICE USE ONLY</b>

**SECTION G - Agreement**

I have read or had read to me the completed enrollment form, and my statements and answers are true and complete, to the best of my knowledge and belief. I understand that any material misstatement or misrepresentation may result in loss of coverage. I understand that if the insurance applied for is issued, the effective date of the coverage will be the date stated on the Certificate's schedule page, not the date this enrollment form is signed. I understand that no agent can accept risks, modify policies, or waive any rights or requirements of Standard Life and Accident Insurance Company. **The Certificate provides limited benefits. Review your Certificate carefully.**

**WARNING.** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant's Spouse

\_\_\_\_\_  
Date

**Affidavit for Agent's Use Only:** I hereby certify to the best of my knowledge and belief that I have truly recorded in this application the information supplied by the Applicant. I also certify that the Applicant has read or had read to him or her the completed application.

\_\_\_\_\_  
Licensed Agent's Name (please print)

\_\_\_\_\_  
Licensed Agent's Signature

\_\_\_\_\_  
Licensed Agent's Number

**Standard Life and Accident Insurance Company**

A Member of the American National Family of Companies

Home Office: One Moody Plaza, Galveston Texas 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock insurance company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

**GROUP CANCER EXPENSE INSURANCE POLICY**

**The Policy offers Limited Benefit Supplemental Health Insurance Coverage.**

This policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be insured are all persons described in the Certificate of Insurance.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy, and the individual Enrollment Forms, if any.

This Policy begins on the Effective Date shown in the Policy Schedule and continues in effect [until the Policy Termination Date] as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid.

**PREMIUMS** The Company may change premiums for coverage. Premiums may be changed and are due as stated in **Section 6. Premiums**.

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY.** If any Covered Person is eligible for Medicare, such person should review the "Guide to Health Insurance for People with Medicare" available from the Company.

The Policy is governed by the laws of the state in which this Policy was issued and delivered. Signed for Us on the Policy Effective Date.



Secretary



President

**THIS IS A LIMITED BENEFIT POLICY — READ IT CAREFULLY!**

**THIS POLICY PAYS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION ONLY.**

NO BENEFITS WILL BE PROVIDED DURING THE FIRST YEAR IMMEDIATELY FOLLOWING THE CERTIFICATE DATE OF ANY CERTIFICATE FOR ANY CLAIMS RESULTING FROM PRE-EXISTING CONDITIONS. IF A POSITIVE DIAGNOSIS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION IS MADE WITHIN THE FIRST 30 DAYS AFTER THE CERTIFICATE IS ISSUED, NO BENEFITS WILL BE PROVIDED FOR THE FOLLOWING TWELVE MONTHS.

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## GROUP CANCER EXPENSE INSURANCE POLICY

### POLICY SCHEDULE

**POLICYHOLDER:** [ABC, Inc.]  
**POLICY NUMBER:** [SLA012345]  
**POLICY DATE:** [January 1, 2010]  
**STATE OF ISSUE:** Arkansas

#### **OPTIONAL RIDERS for Insured Member Selection:**

[Annual Cancer Screening Benefit Rider]  
[Daily Hospital Confinement Benefit Rider]  
[First Occurrence Benefit Rider]  
[First Occurrence Building Benefit Rider]  
[Annual Radiation, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider]  
[Daily Radiation, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider]  
[Hospital Intensive Care Unit Benefit Rider]  
[Surgical Benefits Rider]  
[Specified Disease Benefit Rider]

## SECTION 1. DEFINITIONS

**“Actual Charge”** means the expense incurred and charged to the Covered Person by the provider of service.

**“Age”** means a Covered Person’s Age as of his/her last birthday.

**“Ambulatory Surgical Center”** means a facility, within the United States, licensed to provide Outpatient surgical care and discharges each patient within the same working day. An Outpatient surgical unit of a Hospital also meets these criteria.

**“Associated Cancerous Condition”** means myelodysplastic blood disorder, myeloproliferative blood disorder, or cancer in situ (a malignant tumor that is confined to the site of origin, the cells of which have not invaded surrounding tissue). Premalignant conditions with malignant potential, other than those specifically named above, are not considered Associated Cancerous Conditions.

**“Audiologist”** means anyone, other than an Immediate Family Member, who is licensed and certified to provide therapy to the hearing impaired.

**“Calendar Year”** means a period of 12 consecutive months starting on January 1 and ending on December 31 of the same year.

**“Cancer”** means a disease manifested by the presence of a malignant tumor that is characterized by the uncontrolled growth and spread of malignant cells that invade tissue, blood, blood forming organs or the lymphatic system. This includes leukemia, Hodgkin’s Disease, lymphoma, carcinoma, sarcoma or malignant tumor. Cancer does not include other conditions which may be considered precancerous, including but not limited to, leukoplakia, actinic keratosis, carcinoid, hyperplasia, polycythemia, nonmalignant melanoma, moles or similar disease or lesions.

**“Cancer Treatment Center”** means a Chemotherapy Treatment Center or Radiation Treatment Center.

**“Certificate Date”** means the date an individual Covered Person’s coverage begins under the Group Policy and is the latest of: (1) the Certificate Date shown on Your Certificate Schedule; or (2) the date shown on the endorsement or amendment adding the Covered Person to coverage under an issued Certificate.

**“Charity Hospital”** means a Hospital which, in the absence of insurance, does not normally charge for its services.

**“Chemotherapy”** means a drug(s) that: (a) modifies, destroys, slows the growth, or prevents the spread or recurrence of Cancer cells; and (b) is approved by the United States Food and Drug Administration to treat Cancer in humans.

**“Chemotherapist”** means a person who is licensed to administer Chemotherapy or Immunotherapy drugs in the State where such drugs are administered to the Covered Person.

**“Chemotherapy Treatment Center”** means a licensed Clinic or Outpatient section of a Hospital specializing in Chemotherapy or Immunotherapy.

**“Clinic”** means a facility operating under the applicable state law or licensing requirements where specialized medical treatment is given.

**“Colony Stimulating Factor”** means substances that stimulate the production of blood cells or platelets. They must be approved by the United States Food and Drug Administration for use in human Cancer patients being treated with Radiation Treatment, Chemotherapy, or Immunotherapy. Colony Stimulating Factors include, but are not limited to, granulocyte colony stimulating factors and granulocyte-macrophage colony stimulating factors, erythropoietin, epoetin alfa, darbepoetin, filgrastim, pegfilgrastim and sargramostin.

**“Common Carrier”** means only the following: commercial airline, passenger train, or bus line between cities. It does not include: taxis, city bus lines, or private charter airplanes.

**“Convalescent Care Facility”** means an institution that:  
(a) is legally operated to provide care and treatment to sick and injured persons;

- (b) is primarily engaged in providing skilled care under the supervision of a Physician during a period of convalescence for sickness or injury;
- (c) provides 24-hour nursing services by or under the supervision of a Registered Nurse on duty or on call; and
- (d) maintains a medical record of each patient.

Convalescent Care Facility **does not mean** a home or facility that is used primarily for rest; or provides care and treatment for drug addicts, alcoholics or the mentally ill; or primarily provides custodial or educational care.

**“Covered Person”** means any eligible person named as a Covered Person on Your Certificate Schedule. It also means any eligible person who becomes a Covered Person after the Certificate Date, as provided in the section titled **ELIGIBILITY FOR COVERAGE**.

**“Date of Diagnosis”** means the later of:

- (a) the day the tissue specimen is taken;
- (b) the day the definitive diagnostic test is performed that confirms a Positive Diagnosis when performed by a Pathologist; or
- (c) the day the Positive Diagnosis of Cancer or an Associated Cancerous Condition, or one of the listed Specified Diseases if such optional rider is issued, is pronounced when a clinical diagnosis is made.

**“Dependent”** means an Insured Member’s family as follows:

- 1. The lawful Spouse; or
- 2. Unmarried children (whether natural, adopted or stepchildren) under age 25; or
- 3. Unmarried children for whom the Insured Member is required to provide insurance under a medical support order or an order enforceable by a court; and
- 4. Unmarried children under the age of 25 that the Insured is seeking to adopt through an appropriate legal action before a court of competent jurisdiction over matters of adoption; or
- 5. Unmarried grandchildren under the age of 25 who are:
  - a.) A child of a child of the Insured Member; and
  - b.) At the time of application for coverage of the grandchild, is a dependent of the Insured Member for federal income tax purposes.

If the Insured Member becomes a legal guardian of a foster child, that child will be treated as an adopted child so long as: 1) the Insured Member continues as the child’s legal guardian; 2) the child is living with the Insured Member and is dependent upon the Insured Member for support; and 3) all other requirements of the Policy are met.

**“Enrollment Form”** means the document(s), signed by You, containing Your answers to Our questions and the member’s representations, which We accepted in good faith as being true, complete and correct, to the best of the Insured Member’s knowledge and belief. The Enrollment Form is the basis upon which We will issue a Certificate of Cancer Expense Insurance and it will be attached to and made a part of any issued Certificate.

**“Evidence of Insurability”** means a statement of a proposed Covered Person’s medical history which We will use to determine if he or she is approved for coverage. Evidence of Insurability will be provided at the proposed Covered Person’s expense.

**“Experimental Treatment”** means chemotherapy, or immunotherapy drugs not yet approved by the United States Food and Drug Administration for the treatment of Cancer or an Associated Cancerous Condition which are the subject of ongoing clinical studies funded or sponsored by the National Cancer Institute to determine their toxicity, safety, efficacy or their efficacy compared to standard means of treatment. Treatment must be received in the United States or its territories and administered by an Oncologist as defined in this Policy and any issued Certificate. The Oncologist must certify, to the best of his or her knowledge and belief, that no other treatment having United States Food and Drug Administration approval is superior to the proposed Experimental Treatment.

**“Government Hospital”** means a hospital operated by or for an agency of the United States Government.

**“Home Health Care”** means the care and treatment at a Covered Person’s place of residence. Home Health Care is covered only if hospitalization or confinement in a Convalescent Care Facility would otherwise have been required. A plan establishing the necessary Home Health Care Services must be approved in writing by the attending Physician. Home Health Care Services must be provided by an agency that meets the qualifications set out below.

**“Home Health Care Agency”** means an entity licensed to provide Home Health Care Services under applicable state law, or, in the absence of such state law, an entity that meets the following requirements:

- (a) it must be primarily engaged in providing Home Health Care Services;
- (b) its policies must be established by a group of professional personnel, including at least one Physician and one

Registered Nurse;

- (c) supervision of Home Health Care Services must be performed by a Physician or Registered Nurse;
- (d) it must maintain clinical records on all patients;
- (e) it must have a full time administrator.

**“Home Health Care Services”** means:

- (a) part-time or intermittent home nursing care provided by or under the supervision of a Registered Nurse;
- (b) part-time or intermittent home health aide services that consists primarily of caring for the patient; and
- (c) medical supplies and equipment suitable for home use.

Home Health Care Services **does NOT mean:** (a) services or supplies not included in the Home Health Care plan; (b) services of a person who is an Immediate Family Member; (c) custodial care; (d) services or supplies for personal comfort or convenience; (e) food service or meals; or (f) transportation services.

**“Hormonal Therapy”** means use of a drug that adds, blocks, or removes hormones to slow, stop the growth of or prevent the recurrence of Cancer or an Associated Cancerous Condition cells. It must be approved by the United States Food and Drug Administration to treat Cancer or an Associated Cancerous Condition in humans.

**“Hospice Center”** means a facility that provides short periods of confinement for terminally ill patients. A Hospice Center must operate a program of hospice care that meets the standards set forth by the National Hospice Organization. It must also be directed by a Physician, supervised by a Registered Nurse, and licensed or certified by the state in which it is located.

**“Hospice Team”** means a team of professionals including a Physician and a Nurse. It may also include a social worker, clergyman, clinical psychologist, physical therapist, or counselor. It must exist primarily to administer a hospice care program meeting the standards of the National Hospice Organization in the patient's home. Care must be available 24 hours a day, seven days a week.

**“Hospital”** means an institution that:

- (a) operates as a Hospital pursuant to law;
- (b) operates primarily for the reception, care and treatment of sick or injured persons as Inpatients;
- (c) provides 24-hour nursing service by Registered Nurses on duty or on call;
- (d) has a staff of one or more Physicians available at all times;
- (e) provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a pre-arranged basis.

Hospital **does NOT include** the following whether free-standing or a section of another facility: (a) convalescent homes or convalescent, rest or nursing facilities; (b) facilities primarily affording custodial or educational care; (c) facilities primarily affording rehabilitative care; or (d) facilities for the aged, drug addicts or alcoholics.

**“Immediate Family Member”** means a person who is related to a Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother and stepsister), or child (includes legally adopted, stepchild or foster child).

**“Immunoglobulin”** means a protein naturally made by plasma cells in response to an antigen (foreign substance). The protein helps destroy the antigen. For the purposes of this Policy or any issued Certificate, the protein may be either natural or recombinant but it must be approved by the United States Food and Drug Administration for use in treating Cancer or an Associated Cancerous Condition in humans.

**“Immunotherapy”** means use of a drug including a biological response modifier, biological therapy or biotherapy that meets the following criteria: (1) it stimulates or restores the ability of the immune system to modify, destroy or aid in the prevention of the spread of Cancer or an Associated Cancerous Condition cells and (2) it is approved by the United States Food and Drug Administration to treat Cancer or an Associated Cancerous Condition in humans. Immunotherapy **does NOT include** Immunoglobulin.

**“Incapacitated Child”** means an unmarried Dependent child who is or becomes incapable of self-support because of physical impairment or mental retardation while being a Covered Person and before attaining Age 25 and who is primarily dependent on You or Your spouse for support and maintenance.

**“Inpatient”** means confinement in a Hospital where the Covered Person is using and being charged for daily room and board.

**“Insured Member”** means a person who satisfies the eligibility requirements of the Policy as described in Section 2. Member Eligibility and Effective Date and as described in the Enrollment Form.

**“Internal Cancer”** means Cancer other than Skin Cancer.

**“Limiting Age”** for Your children is age 25. This is Your coverage anniversary following the child’s 25<sup>th</sup> birthday.

**“Local or Locally”** means within 30 miles, one way, of the Covered Person’s usual place of residence.

**“Medically Necessary”** means that, based on generally accepted current medical practice, a service or supply is necessary and appropriate for the diagnosis or treatment of Cancer or an Associated Cancerous Condition. We do not consider a service or supply as Medically Necessary if:

1. It is provided only as a convenience to the Covered Person or provider;
2. It is not appropriate treatment for the Covered Person’s diagnosis or symptoms;
3. It exceeds (in scope, duration or intensity) that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
4. It is Experimental or Investigational Medicine.

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

**“Non-Local or Non-Locally”** means more than 30 miles, one way, and less than 700 miles, one way, from the Covered Person’s usual place of residence.

**“Nurse”** means a graduate Registered Nurse (R.N.); or a Licensed Practical Nurse (L.P.N.); or a Licensed Vocational Nurse (L.V.N.). With respect to the benefits provided under the Group Policy, Nurse will not include an R.N., L.P.N., or L.V.N. who is employed by the Hospital where the Covered Person is confined. Additionally, a Nurse is not one of the Covered Person’s Immediate Family Members.

**“Oncologist”** means a Physician certified to practice in the field of Oncology.

**“Outpatient”** means the Covered Person is not confined in a Hospital.

**“Pathologist”** means a Physician who has been certified by either the American Board of Pathology, the Osteopathic Board of Pathology, or the American Board of Dermatopathology to practice pathological anatomy.

**“Period of Hospital Confinement”** means the period of consecutive days that the Covered Person is an Inpatient in a Hospital on the advice and recommendation of a Physician. It begins on the date the Covered Person is admitted to the Hospital as an Inpatient and ends on the Covered Person’s date of discharge, unless discharge is for the purpose of immediate readmission to another Hospital.

**“Physician”** means a practitioner of the healing arts, including a nurse practitioner, duly licensed, practicing in the United States and legally qualified to treat sickness or injuries. Such person must not be the Covered Person, a Covered Person’s Immediate Family Member or a business associate. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required by any issued Certificate. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians.

**“Policyholder”** means the Employer or Plan Sponsor to whom the Policy is issued and shall include any Affiliated Entities or Subsidiaries.

**“Positive Diagnosis”** means a diagnosis of Cancer or an Associated Cancerous Condition that is diagnosed by a Physician certified by the American Board of Pathology or the Osteopathic Board of Pathology to practice Pathologic Anatomy. Pathologic interpretation of the histology of skin lesions will be accepted from a licensed dermatologist. The diagnosis must be based on a microscopic examination of fixed tissue or preparations from the blood system (either during life or postmortem). The pathologist making the diagnosis will base judgment solely on the criteria of “malignancy” as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen.

A clinical diagnosis of Cancer or an Associated Cancerous Condition will be accepted as evidence that Cancer or an Associated Cancerous Condition exists in a Covered Person when a pathological diagnosis cannot be made, provided medical evidence substantially documents the diagnosis of Cancer or an Associated Cancerous Condition and the Covered Person received definitive treatment for Cancer or an Association Cancerous Condition. If the requisite

pathological clinical diagnosis can only be made postmortem, liability will be assumed retroactively beginning with the date the terminal admission to the Hospital for not less than 45 days before the date of death.

**“Pre-existing Condition(s)”** means any condition, Cancer or an Associated Cancerous Condition, or a listed Specified Disease if that optional rider is issued, which was diagnosed by a Physician or for which medical consultation, advice or treatment was recommended by or received from or sought from a Physician within one year prior to a Covered Person’s Certificate Date.

**“Radiation Treatment”** means x-ray therapy, gamma ray therapy, particle beam therapy, proton beam therapy, or intensity-modulated radiation therapy, brachytherapy, radioactive isotopes therapy, radioactive iodine, cobalt, palladium, cesium or iridium that is approved by the United States Food and Drug Administration for the treatment of Cancer or an Associated Cancerous Condition in humans and is used to modify, destroy, slow the growth or prevent recurrence of Cancer or an Associated Cancerous Condition cells. The treatments discussed above are not covered when used for diagnostic or planning purposes.

**“Radiation Treatment Center”** means a Clinic or outpatient section of a Hospital specializing in Radiation Treatment of Cancer or an Associated Cancerous Condition on an Outpatient basis.

**“Radiation Therapist”** means a Physician, Nurse or other medical personnel who are licensed to administer Radiation Treatment. The medical professional must also be certified by the American Board of Radiology to administer therapeutic radiation.

**“Skin Cancer”** means basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark’s Level I or II or Breslow level equal to or less than 1.5 mm.

**“Tentative Diagnosis”** means a diagnosis by a qualified Physician, based on the Physician’s experience, training and expertise, when a Positive Diagnosis cannot be made due to medical reasons.

**“Terminally III”** means the Covered Person has a life expectancy of 6 months or less.

**“Total Disability / Totally Disabled”** means that, as a result of Cancer or an Associated Cancerous Condition, the Insured Member is:

- (a) unable to perform all of the substantial or material duties of the Insured Member’s regular occupation during the first two years beginning with the commencement of such disability;
- (b) unable to engage in any employment or occupation for which the Insured Member is or becomes qualified by reason of education, training or experience after the first two years beginning with the commencement of such disability; and
- (c) under the care of a Physician.

If 60 days or less separate two periods of Total Disability for the same Cancer or an Associated Cancerous Condition, the second will be a continuation of the first.

**“We, Our, Us, or Company”** means Standard Life and Accident Insurance Company.

**“You or Your”** means the Applicant named on the Enrollment Form.

## **SECTION 2. ELIGIBILITY AND EFFECTIVE DATE**

**ELIGIBILITY:** A person will become eligible to apply for insurance if:

1. Listed in a class of eligible persons in the Policyholder application;
2. The Enrollment Form, including Evidence of Insurability if required, is received and approved by Us; and
3. Proper premium payment has been received.

A person eligible for coverage under the Policy must apply for insurance within 30 days of the Policy Date or within 30 days from the date that the person first becomes eligible for coverage under the Policy. If the person does not apply within such 30 days, he/she may be subject to additional Evidence of Insurability.

**EFFECTIVE DATE:** The Policy begins on the Policy Date shown on the Policy Schedule page at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**COVERED PERSON’S EFFECTIVE DATE:** Forms provided by Us must be used when applying for insurance. The insurance for a Covered Person will take effect on Your Certificate Date assigned by Us and shown in the Certificate  
SL-GECAN-P-10-AR

Schedule.

Coverage with respect to any Covered Person is not effective until after You have submitted to Us the required Enrollment Form and Evidence of Insurability, if required, along with any premium due.

On the Certificate Date, only the Insured Member, spouse and eligible Dependents listed by name on Your Certificate Schedule are covered under this Policy.

### SECTION 3. DEPENDENT PROVISIONS

#### **NEWBORN CHILDREN**

The Employee's newborn child is automatically covered from the moment of birth for up to 90 days. Coverage for newborns will be the same as for all other covered Employee's Dependents. If the Employee does not have other covered Dependents and wants uninterrupted coverage, the Employee will have the option to add Dependent child coverage. The Employee must notify the Company in writing within the greater of 90 days or the next premium due date of such birth and pay the required additional premium (if any), in order for coverage for the newborn child to continue beyond such 90 day period.

#### **ADOPTED CHILDREN**

An adopted child is automatically covered for up to 60 days after filing petition for adoption. Coverage will begin from the moment of birth if the petition for adoption and application for coverage is received within 60 days after the birth of the minor. Coverage for such child will be the same as for all other covered Employee's Dependents. If the Employee does not have other covered Dependents and wants uninterrupted coverage, the Employee will have the option to add Dependent child coverage. The Employee must notify the Company in writing within 60 days after the filing of the petition for adoption and pay additional premium (if any), in order for coverage of the adopted child to continue beyond such 60 day period.

The coverage will terminate upon the dismissal or denial of a petition for adoption.

#### **COURT ORDERED CUSTODY**

We will not restrict or deny coverage due to the fact that: 1) a Dependent child does not reside with the noncustodial parent; or 2) the parent-child relationship was established through a paternity action; or 3) the minor child is covered through the state-administered Medicaid program; or 4) the minor child is not claimed as a dependent on the noncustodial parent's federal or state income tax return.

### SECTION 4. BENEFITS

We will pay the benefits described below for the treatment of a Covered Person's Cancer or an Associated Cancerous Condition in accordance with all the provisions of this Policy. Benefits are payable for a Positive Diagnosis that occurs after the Certificate Date. The Positive Diagnosis must be for Cancer or an Associated Cancerous Condition as defined in an issued Certificate.

If Cancer or an Associated Cancerous Condition is diagnosed while any Covered Person is confined in the Hospital, benefits will begin on the day of admission or 10 days prior to the date of diagnosis if this is more favorable to a Covered Person. Admission to the Hospital must begin after the Certificate Date. If a Positive Diagnosis is made within 12 months after a Tentative Diagnosis, benefits will be paid from the date of the Tentative Diagnosis if the Tentative Diagnosis is made after the Certificate Date.

#### **DESCRIPTION OF BENEFITS**

**POSITIVE DIAGNOSIS BENEFIT** - We will pay the Actual Charge, not to exceed \$300 per Calendar Year, for one test that confirms the Positive Diagnosis of Cancer or an Associated Cancerous Condition in a Covered Person. This benefit is not payable for multiple diagnoses of the same Cancer or an Associated Cancerous Condition or for Cancer or an Associated Cancerous Condition that metastasizes or for recurrence of the same Cancer or an Associated Cancerous Condition.

**NATIONAL CANCER INSTITUTE DESIGNATED COMPREHENSIVE CANCER TREATMENT CENTER EVALUATION / CONSULTATION BENEFIT** -If a Covered Person receives a Positive Diagnosis and seeks an evaluation or consultation at a National Cancer Institute designated Comprehensive Cancer Treatment Center for the purpose of obtaining a treatment option opinion, We will pay the Actual Charge not to exceed a lifetime maximum of \$750. If the Comprehensive Cancer Treatment Center is located more than 30 miles from the Covered Person's place of residence, We will also pay the transportation and lodging expenses incurred not to exceed a lifetime maximum of \$350. This benefit is not payable on the same day a Second or Third Surgical Opinion Benefit is payable. This benefit is payable in lieu of the Non-Local Transportation and Lodging Expense Benefits of the Certificate. This benefit is payable one time during the lifetime of the Covered Person.

**SECOND AND THIRD SURGICAL OPINION EXPENSE BENEFIT** – If surgery is recommended for the removal of Cancer or an Associated Cancerous Condition, We will pay the Actual Charge for a written second surgical opinion concerning the Cancer or an Associated Cancerous Condition surgery. If the second surgical opinion is in conflict with the first opinion, We will pay the Actual Charge for a written third surgical opinion. The Physician providing the second or third surgical opinion cannot be associated with the Physician who originally recommended the surgery. This benefit is not payable for the same day the National Cancer Institute Evaluation/Consulting Benefit is payable.

**OUTPATIENT HOSPITAL OR AMBULATORY SURGICAL CENTER EXPENSE BENEFIT** - We will pay the Actual Charge, not to exceed \$350 per day, made by an Ambulatory Surgical Center or Outpatient department of a Hospital for the use of its facilities during the performance of a surgical procedure covered under this Policy.

**MEDICAL IMAGING, TREATMENT PLANNING AND MONITORING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$1,000 per Calendar Year, for any combination of laboratory tests, routine or diagnostic X-rays, scans or medical images and their interpretation when used in the planning or monitoring of external radiation, internal radiation, Chemotherapy or Immunotherapy treatments of Cancer or an Associated Cancerous Condition.

**ANTI-NAUSEA MEDICATION EXPENSE BENEFIT** - We will pay the Actual Charge for anti-nausea medication not to exceed \$150 per Calendar Month when a Covered Person is prescribed such medication as the result of Radiation Treatment, Chemotherapy, or Immunotherapy treatments for Cancer or an Associated Cancerous Condition.

**COLONY STIMULATING FACTOR OR IMMUNOGLOBULIN EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed \$1,000 per calendar month for Colony Stimulating Factor Drugs or Immunoglobulins prescribed by a Physician or Oncologist during a Covered Person's Cancer or an Associated Cancerous Condition treatment regimen for which benefits are payable under the Radiation, Chemotherapy and Immunotherapy Benefit of the Certificate or rider attached to it.

**OUTPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or an Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets or blood transfusions, on an Outpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**INPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or an Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets or blood transfusions, on an Inpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**BONE MARROW DONOR EXPENSE BENEFIT – Applies only if the Daily Hospital Confinement Benefit Rider is shown in the Certificate Schedule.** When a Covered Person receives bone marrow or stem cells from another live person for the purpose of a bone marrow or stem cell transplant in connection with the Covered Person's Internal Cancer or an Associated Cancerous Condition treatment, We will pay the Daily Hospital Confinement Benefit amount shown on the Certificate Schedule for each day the donor is confined in a Hospital for the harvesting of bone marrow or stem cells used in a covered bone marrow or stem cell transplant.

**BONE MARROW OR STEM CELL TRANSPLANT EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed a lifetime maximum of \$15,000 for surgical and anesthesia procedures (including the harvesting and subsequent re-infusion of blood cells or peripheral stem cells) performed for a bone marrow transplant and/or a peripheral stem cell transplant for the treatment of a Covered Person's Internal Cancer or an Associated Cancerous Condition. This benefit will be paid in lieu of the benefit provided by the optional Surgical Expense Benefit Rider.

**INPATIENT OXYGEN EXPENSE BENEFIT** – When a Covered Person is confined to a Hospital for the treatment of Cancer or an Associated Cancerous Condition and requires oxygen used that is prescribed and ordered by a

Physician, We will pay the Actual Charge for the oxygen not to exceed \$300 per Hospital confinement.

**ATTENDING PHYSICIAN EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 40 per day for the professional services of a Physician or Oncologist rendered to a Covered Person while he or she is confined in a Hospital for the treatment of Cancer or an Associated Cancerous Condition. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Covered Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**INPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$150 per day for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined in a Hospital for the treatment of Cancer or an Associated Cancerous Condition. The Nurse must provide services other than those normally provided by the Hospital. The Nurse may not be an employee of the Hospital or an Immediate Family Member of the Covered Person.

**OUTPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** – Following a Covered Person’s Hospital confinement for the treatment of Cancer or an Associated Cancerous Condition, We will pay the Actual Charge not to exceed \$ 150 per day, limited to the same number of days of such Hospital confinement, for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined indoors at home as the result of Cancer or an Associated Cancerous Condition. This benefit is not payable if the services of the Nurse are custodial in nature or to assist the Covered Person in the activities of daily living. This benefit is not payable when the Nurse is a member of the Covered Person’s Immediate Family.

**HOME HEALTH CARE EXPENSE BENEFIT** -We will pay benefits for the following covered charges when a Covered Person requires Home Health Care for the treatment of Cancer or an Associated Cancerous Condition.

1. Home Health Care Visits - We will pay the Actual Charge for Home Health Care Visits not to exceed \$ 75 for each day on which one or more such visits occur. We will not pay this benefit for more than 60 days in any Calendar Year.
2. Medicine and Supplies - We will pay the Actual Charge not to exceed \$ 450 in any Calendar Year for drugs, medicine, and medical supplies provided by or on behalf of a Home Health Care Agency.
3. Services of a Nutritionist - We will pay the Actual Charge not to exceed a lifetime maximum of \$ 300 for the services of a nutritionist to set up programs for special dietary needs.

**CONVALESCENT CARE FACILITY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 100 per day for a Covered Person’s confinement in a Convalescent Care Facility. The maximum number of days for which this benefit is payable will be the number of days in the Covered Person’s last Period of Hospital Confinement that immediately preceded admission to the Convalescent Care Facility. The Convalescent Care Facility confinement must:

1. be due to Cancer or an Associated Cancerous Condition;
2. begin within 14 days after the Covered Person has been discharged from a Hospital for the treatment of Cancer or an Associated Cancerous Condition; and
3. be authorized by a Physician as being medically necessary for the treatment of Cancer or an Associated Cancerous Condition.

**HOSPICE CARE EXPENSE BENEFIT** – When a Covered Person, as a result of Cancer or an Associated Cancerous Condition, requires Hospice Care, We will pay the Actual Charge for Hospice Care not to exceed \$ 100 per day. This benefit is payable whether confinement is required in a Hospice Center or services are provided in the Covered Person’s home by a Hospice Team. Eligibility for benefit payments will be based on the following conditions being met: (1) the Covered Person has been given a prognosis of being Terminally Ill with an estimated life expectancy of 6 months or less; and (2) We have received a written summary of such prognosis from the attending Physician. We will not pay this benefit while the Covered Person is confined to a Hospital or Convalescent Care Facility. The lifetime maximum benefit is 365 days of Hospice Care.

**NON-LOCAL TRANSPORTATION EXPENSE BENEFIT** - We will pay the Actual Charge for Non-Local transportation not to exceed coach fare on a Common Carrier for the Covered Person and one adult companion’s travel to a Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center where the Covered Person receives treatment for Cancer or an Associated Cancerous Condition. This benefit is payable only if the treatment is not available Locally. The adult companion may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. At the option of the Covered Person, We will pay a single private vehicle mileage allowance of 50 cents per mile for Non-Local transportation in lieu of the common carrier coach fare.

**LODGING EXPENSE BENEFIT** - When a Covered Person receives treatment for Cancer or an Associated Cancerous

Condition at a Non-Local Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center, We will pay the Actual Charge not to exceed \$ 75 per day for a room in a motel, hotel or other appropriate lodging facility (other than a private residence). The room must be occupied by the Covered Person or an adult companion, which may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. This benefit is not payable for lodging expense incurred more than 24 hours before the treatment, nor for lodging expense incurred more than 24 hours following treatment. This benefit is limited to 100 days per Calendar Year.

**AMBULANCE EXPENSE BENEFIT** - We will pay the Actual Charge for ambulance service if a Covered Person is transported to a Hospital where he or she is admitted as an Inpatient for the treatment of Cancer or an Associated Cancerous Condition. The ambulance service must be provided by a licensed professional ambulance company or an ambulance owned by the Hospital.

**PROSTHESIS EXPENSE BENEFIT:**

**(a) Surgically Implanted Breast Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or an Associated Cancerous Condition, and a surgically implanted prosthetic device is prescribed by a Physician, We will pay the Actual Charge not to exceed a maximum of \$3,000 per such device. This benefit has a total lifetime maximum benefit of \$6,000. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**(b) Non-Surgically Implanted Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or an Associated Cancerous Condition, and an artificial limb or other non-surgically implanted prosthetic device is required and prescribed by a Physician to restore normal body function, We will pay the Actual Charge not to exceed a lifetime maximum of \$2,000 per such device. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**HAIRPIECE EXPENSE BENEFIT** – If a Covered Person suffers hair loss due to treatment of Cancer or an Associated Cancerous Condition, We will pay the Actual Charge not to exceed a lifetime maximum of \$150 for the purchase of a wig or hairpiece.

**RENTAL OR PURCHASE OF MEDICAL EQUIPMENT EXPENSE BENEFIT** – If, as the result of Cancer or an Associated Cancerous Condition, the attending Physician prescribes covered medical equipment designed for home use, We will pay the lesser of the Actual Charge for the rental or purchase of such medical equipment not to exceed \$1,500 per Calendar Year. Monthly rental charges are not payable in advance. Covered medical equipment includes wheel chair, oxygen equipment, respirator, braces, crutches or hospital bed.

**PHYSICAL, SPEECH AND AUDIO THERAPY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 25 per therapy session for:

1. Physical therapy treatments given by a licensed Physical Therapist, or
2. Speech therapy given by a licensed Speech Pathologist/Therapist; or
3. Audio therapy given by a licensed Audiologist.

These therapy sessions may be given at an institute of physical medicine and rehabilitation, a Hospital, or the Covered Person's home. These treatments must be given on an Outpatient basis, unless the primary purpose of a Hospital confinement is for treatment of Cancer or an Associated Cancerous Condition other than with physical, speech or audio therapy. Benefits under this section may not exceed \$1,000 per Calendar Year.

**MENTAL HEALTH CONSULTATION BENEFIT** – We will pay the Actual Charge not to exceed \$50 per session for mental health consultations provided by a Physician for a Covered Person receiving treatment for Cancer or an Associated Cancerous Condition covered under this Policy. Benefits are limited to a lifetime maximum of 50 sessions.

**TUTORIAL BENEFIT** – We will pay the Actual Charge not to exceed \$20 per each one-hour session for educational tutoring provided by a qualified person for a covered Dependent child receiving treatment for Cancer or an Associated Cancerous Condition covered under the Certificate. Benefits are limited to a lifetime maximum of 50 one-hour sessions. A qualified person providing the tutoring must not be an Immediate Family Member.

**WHEELCHAIR ACCESSIBLE HOME MODIFICATIONS** - When a Covered Person is confined to a wheel chair as the result of treatment of Cancer or an Associated Cancerous Condition and benefits were paid for the wheel chair's rental or purchase under this Policy, We will pay the Actual Charge not to exceed a lifetime maximum of \$1,000 for bathroom or door modification of the Covered Person's home which is required for wheel chair access by the Covered Person.

**WAIVER OF PREMIUM BENEFIT** - We will waive the premiums starting on the first premium due date following a 60 day period of Total Disability of the Insured Member due to Cancer or an Associated Cancerous Condition. The Insured Member must: (1) be receiving treatment for such Cancer or an Associated Cancerous Condition for which

benefits are payable under the Certificate; and (2) remains disabled for 60 consecutive days. We will waive premiums for as long as the Insured Member remains Totally Disabled. Premiums will be waived in accordance with the mode of payment in effect when treatment began.

If the Insured Member is retired or Age 65 and over at the time he or she becomes Totally Disabled, the definition of Total Disability will mean the inability to perform two (2) or more of the ADL's (Activities of Daily Living) listed below without the assistance of another person. ADL's are defined as activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without assistance, allowing personal independence in everyday living. The ADL's are:

1. Transferring - moving between the bed and a chair or the bed and a wheelchair;
2. Dressing - putting on and taking off all necessary items of clothing;
3. Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
4. Eating - all major tasks of getting food into the body;
5. Bathing - getting into or out of the tub or shower and otherwise washing the parts of the body.

We may ask for and use an independent consultant to determine whether the Insured Member can perform an ADL when this benefit is in force.

**[CONTINUATION OF COVERAGE BENEFIT – We will waive all monthly premiums due for the Certificate and in force riders for two months if You meet all of the following conditions:**

1. Your Certificate has been in force for at least six months;
2. We have received premiums for at least six consecutive months;
3. Your premiums have been paid through list bill, common remitter or payroll deduction;
4. You or the Policyholder has notified Us in writing within 30 days of the date the Insured Member's premium payments ceased due to the Insured Member being no longer affiliated with the Policyholder; and
5. The Insured Member re-establishes premium payments through: a) a new list bill, common remitter or payroll deduction process through current employment; or b) direct payment to Us in an automatic deduction system established by Us.

You will become eligible again to receive this benefit after: a) You re-establish the premium payments through list bill, common remitter or payroll deduction for a period of at least six months; and b) We receive premiums for at least six consecutive months.]

## **SECTION 5. EXCLUSIONS AND LIMITATIONS**

No benefits will be paid for

1. any loss due to any injury, accident, sickness, disease, or illness other than Cancer or an Associated Cancerous Condition;
2. care and treatment received outside the territorial limits of the United States;
3. treatment by any program engaged in research that does not meet the criteria for Experimental Treatment, as defined;
4. treatment that has not been approved by a Physician as being Medically Necessary; or
5. losses or medical expenses incurred prior to the Certificate Date of a Covered Person's coverage regardless of the Date of Positive Diagnosis.

If a positive diagnosis for cancer or an associated cancerous condition is made within the first 30 days after the Certificate is issued, no benefits will be provided for the following 12 months. After such 12 month period, benefits will be available only on a go forward basis.

### **PRE-EXISTING CONDITION(S) LIMITATION**

The benefits of any issued Certificate will not be payable during the first 12 months that coverage is in force with respect to a Covered Person for a loss caused by a Pre-Existing Condition disclosed or not disclosed on the Enrollment Form. This 12 month period is measured from the effective date of coverage for each Covered Person.

## **SECTION 6. PREMIUMS**

Your first premium and premium payment mode are shown on Your Certificate Schedule. Subsequent premiums are due and payable on Your premium due date. We reserve the right to change premium rates on any premium due date  
SL-GECAN-P-10-AR

after the first anniversary of coverage. We will give 60 days advanced written notice to the Policyholder or Insured Member of any premium change. In addition, if a change in benefits increases Our liability, premium rates may be changed on the date the liability is increased.

If payroll deduction facilities are available to You, the premium will be deducted from Your pay and remitted to the Us. If there are no payroll deduction facilities available, premiums must be remitted directly to Us, unless otherwise agreed to by You and the Company.

**GRACE PERIOD:** We grant a grace period of 31 days for each premium payment due after the first premium payment. Coverage remains in force during the grace period unless an Insured Member or the Policyholder has given Us written notice of the Insured Member's cancellation. There is no grace period if We have been given such a cancellation notice.

## SECTION 7. TERMINATION PROVISIONS

Termination of coverage will not affect any claim for a covered loss that occurred while coverage was in force.

**GROUP POLICY:** Either the Policyholder or the Company may terminate this Policy by giving an advance written 30 day notice to the other party. The Policy will be terminated on the date the Policyholder performs an act or practice that constitutes fraud.

**TERMINATION OF YOUR COVERAGE:** Your coverage will terminate on the date premiums are not received when due, subject to the GRACE PERIOD provision. Your coverage will also terminate on the date You perform an act or practice that constitutes fraud.

**TERMINATION OF DEPENDENT COVERAGE:** Coverage for a Dependent will terminate on the date Your coverage terminates, except when coverage continues with Your Spouse as the new Insured Member. Coverage will terminate on the date You perform an act or practice that constitutes fraud or the date premiums are not received when due, subject to the GRACE PERIOD provision. Coverage for Dependent persons may also terminate as explained in the following paragraphs.

Coverage for each Dependent child will terminate on the renewal date following the earlier of: (a) attaining his or her Limiting Age; or (b) marriage. It is Your obligation to notify Us if and when either of these events occur.

Our acceptance of premium after such termination date will be considered as premium only for the remaining persons who qualify for coverage. Our liability will be limited to a refund of any subsequent overpayment. If Your premium needs to be changed due to termination of Dependent coverage, You should notify Us and We will adjust it accordingly.

Coverage for a mentally or physically handicapped Dependent child that is covered under the Policy and who became incapacitated prior to their 26th birthday will not end when scheduled if the child depends on the Employee for primary support and maintenance. Proof of the incapacity or dependency must be furnished to Us upon our request and at Our expense. The premium for such child's continued coverage will remain at the child rate until the child is no longer dependent or incapacitated. The Employee must notify Us if the incapacity or dependency is removed or terminated.

A Dependent child who is a Covered Person and reaches the termination date due to **LIMITING AGE**; and is not otherwise eligible for continuation as described in the immediate preceding paragraph; is eligible for a conversion privilege. We will provide coverage without regard to health status and issue a new Certificate to the Covered Person subject to the following rules: the Covered Person must apply to Us in writing within 31 days after coverage terminates and the Covered Person must pay the first full premium for the new Certificate at the time of application. Premiums for the new Certificate will be based on the Covered Person's age and class at the time of application using the table of rates We have in effect when coverage ends.

**CONTINUATION OF COVERAGE:** If You are no longer affiliated with the Policyholder or if the Policy is terminated for reasons other than non-payment of premium or fraud, We agree thereafter to renew the previously issued Certificate coverage for each term as long as You continue to pay the required premium when due. You must notify Us of the change in status within 31 days of such change. Direct premium payments will begin following the end of the period for which premium has been paid.

If You die while Your Spouse is a Covered Person under an issued Certificate, We agree thereafter to renew the coverage for each term as long as such Spouse pays the required premium before the end of the grace period.

**DISSOLUTION OF MARRIAGE:** If You or Your Spouse dissolves the marriage, and Your Spouse is named as a Covered Person on the Certificate Schedule for this coverage, or was made a Covered Person pursuant to Certificate endorsement procedures, You must provide Us with an actual, written notice of said divorce. Coverage for a Spouse or ex-spouse, if a Covered Person, will terminate 30 days following the date We receive actual, written notice from You or Your insured Spouse of a divorce, regardless of the date of the divorce decree. You may not add a new Spouse as a Covered Person under any issued Certificate until Your covered ex-spouse has been terminated from Your coverage pursuant to these procedures.

## SECTION 8. GENERAL PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 30 days after any loss covered by an issued and in force Certificate occurs or starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received by Us at our Home Office in Galveston, Texas. It should include Your name and Certificate number.

**CLAIM FORMS:** When We receive the notice of claim, We will send the claimant forms for filing proof of loss. If these forms are not sent to the claimant within 15 days, the claimant will be deemed to have met the proof of loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

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

**TIME OF PAYMENT OF CLAIMS:** We will pay benefits due under this Policy for a covered loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid no less than monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

**PAYMENT OF CLAIMS:** All benefits due under the Policy will be paid to the Covered Person or the Covered Person's estate. If they are payable to the Covered Person's estate, the Company may pay such benefits, up to an amount not to exceed \$1,000, to any of the Covered Person's relatives by blood or marriage who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision will fully discharge the Company to the extent of such payment.

**ASSIGNMENT:** Subject to any written direction of the Covered Person in the application or otherwise, all or a portion of any benefits provided by the Policy may, at the Company's option and unless the Covered Person requests otherwise in writing not later than the time of filing proofs of loss, be paid directly to the provider or facility rendering such services; but it is not required that the service be rendered by a particular provider or facility.

**PHYSICAL EXAMINATION:** We have the right to have a Covered Person examined at Our expense when and as often as is reasonable during the handling of a claim.

**RIGHT OF RECOVERY:** When an overpayment has been made by Us, We will have the right at any time to: a) recover that overpayment from the person to whom or on whose behalf it was made; or b) offset the amount of that overpayment from a future claim payment.

**ENTIRE CONTRACT:** The Policy, the Application(s), the Certificate, the Insured Member's Enrollment Form(s) and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or Insured Member will be considered representations and not warranties. No written statement made by an Insured Member will be used in any contest unless a copy of the statement is furnished to the Insured Member or his or her authorized personal representative.

**TIME LIMIT ON CERTAIN DEFENSES:** After three years from a Covered Person's Certificate Date We cannot use misstatements, except fraudulent misstatements, in the Covered Person's Enrollment Form to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after one year from a Covered Person's Certificate Date shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existed prior to the effective date of such person's coverage.

The above provisions also apply to riders attached to an issued Certificate. In applying them, the word "rider" will be used for the word "Certificate".

**LEGAL ACTIONS:** A Covered Person cannot bring any action at law or in equity for at least 60 days after he or she has given Us written Proof of Loss. No such action shall be brought after three (3) years from the time written Proof of Loss is required to be given.

**REINSTATEMENT:** Coverage lapses if You do not pay Your premium before the end of the Grace Period. Our later acceptance of premium, (or one of our authorized agents acceptance of premium) without requiring an Enrollment application for reinstatement, reinstates coverage under the Group Policy. We will require an application for reinstatement. We will subject all representations made in this application to all of the provisions of the Group Policy, including **TIME LIMIT ON CERTAIN DEFENSES**. If We approve the application for reinstatement, We will reinstate coverage as of the approval date of the reinstatement Enrollment Application. If We do not approve the reinstatement and do not notify You in writing of the disapproval, We must reinstate coverage. The reinstatement will take place on the 45<sup>th</sup> day following the date of Our receipt of the Enrollment Application for reinstatement. The reinstated plan only covers:

1. Loss that results from Cancer or an Associated Cancerous Condition that You or a Covered Person sustains after reinstatement; or
2. A Positive Diagnosis made 30 days or more after the date of reinstatement.

In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated coverage. We will apply any premiums that We accept for reinstatement to a period for which You have not paid premiums. We will not apply any premium to any period more than 60 days before the reinstatement date.

**WE WILL NOT CONSIDER A REQUEST FOR REINSTATEMENT THAT YOU MAKE MORE THAN 180 DAYS AFTER YOUR CERTIFICATE HAS LAPSED.**

**MISSTATEMENT OF AGE:** If the age of a Covered Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Covered Person's true age. No misstatement of age will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

**CERTIFICATES:** We will give each Insured Member who is approved by Us for coverage a Certificate that describes the insurance benefits and the terms, conditions and limitations of coverage. The provisions and coverage provided under issued Certificates may vary by state based upon specific state requirements. The provisions of the Certificate issued to an Insured Member will be the controlling provisions governing the coverage of the Covered Person(s) under the Certificate.

**CLERICAL ERROR:** Clerical error on the part of the Policyholder will not void coverage that would otherwise be in force or continue coverage that would otherwise have terminated.

**CONFORMITY WITH STATE STATUTES:** On the Policy Effective Date or on the Certificate Date, if any contract provision conflicts with the laws of the state of issue, it shall be deemed to conform to such law.

**Standard Life and Accident Insurance Company**

A Member of the American National Family of Companies

Home Office: One Moody Plaza, Galveston Texas 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock insurance company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

**GROUP CANCER EXPENSE INSURANCE CERTIFICATE OF COVERAGE**  
**The Policy offers Limited Benefit Supplemental Health Insurance Coverage**

This is the Insured Member's Certificate of Coverage (hereafter Certificate) while insured under the Group Policy (hereafter Policy). It explains the rights and benefits that are determined by the Policy. A copy of the Policy is kept at the principal office of the Policyholder. A Covered Person may inspect it during regular business hours. **READ THE CERTIFICATE CAREFULLY!**

**CONSIDERATION** This Certificate is issued in consideration of the statements made in the Enrollment Form and payment of the initial premium. Coverage is not provided until the first full premium is paid. The first premium pays for the initial Term of coverage. The initial Term of coverage begins at 12:01 a.m. on the Effective Date shown on the Certificate Schedule.

**IMPORTANT NOTICE CONCERNING STATEMENTS IN THE ENROLLMENT FORM**

Please read the Enrollment Form and all documents attached to this Certificate. **Omissions or misstatements in the Enrollment Form or any attached documents may cause Us to deny an otherwise valid claim or rescind coverage.** Carefully check all documents. The Covered Person must advise Our Underwriting Department at the address or numbers listed above within 10 days of the receipt of this Certificate if any information or medical history is incomplete, incorrect, or has changed since the date of the Enrollment Form.

**PREMIUMS** The Company may change premiums for coverage. Premiums may be changed and are due as stated in **Section 6. Premiums.**

**NOTICE OF 30-DAY RIGHT TO EXAMINE CERTIFICATE**

Within thirty (30) days from receipt of this Certificate, the Insured Member may return it for any reason. If returned, this Certificate is void. Any premiums paid on the Certificate will be refunded. This Certificate may be returned to Us or to the agent who sold this Certificate.

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY.** If any proposed Covered Person is eligible for Medicare, such person should review the "Guide to Health Insurance for People with Medicare" available from the Company.

**THIS IS A LIMITED BENEFIT CERTIFICATE — READ IT CAREFULLY!**

**THIS CERTIFICATE PAYS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION ONLY.**

**NO BENEFITS WILL BE PROVIDED DURING THE FIRST YEAR IMMEDIATELY FOLLOWING THE EFFECTIVE DATE OF COVERAGE FOR ANY CLAIMS RESULTING FROM PRE-EXISTING CONDITIONS. IF A POSITIVE DIAGNOSIS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION IS MADE WITHIN THE FIRST 30 DAYS AFTER THE CERTIFICATE IS ISSUED, NO BENEFITS WILL BE PROVIDED FOR THE FOLLOWING TWELVE MONTHS.**

Signed for Us on the Certificate Effective Date.



Secretary



President

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# STANDARD LIFE AND ACCIDENT INSURANCE COMPANY

## GROUP CANCER EXPENSE CERTIFICATE OF INSURANCE

### CERTIFICATE SCHEDULE

**POLICYHOLDER:** [ABC, Inc.]

**INSURED MEMBER:** [John Doe]

**CERTIFICATE NUMBER:** [SLA012345]

**TYPE:** [FAMILY]

**COVERED PERSON(S):**

**CERTIFICATE DATE:**

[John Doe]

[March 1, 2010]

**STATE OF ISSUE:** ARKANSAS

**PRIMARY INSURED'S AGE AT ISSUE:** [32]

Coverage	Maximum Benefit Amount	Annual Premium
Base Policy	Base Policy Benefits	[\$XXX]
[Optional Benefit Riders		
[Annual Cancer Screening Benefit Rider	[\$25, \$50, \$75, \$100, \$125] Per Calendar Year	[\$XXX ]
[First Occurrence Benefit Rider	[\$500, \$1,000, \$1,500, \$2,000, \$2,500, \$3,000, \$3,500, \$4,000, \$4,500, \$5,000, \$5,500, \$6,000, \$6,500, \$7,000, \$7,500, \$8,000, \$8,500, \$9,000, \$9,500, \$10,000] Lifetime Maximum	[\$XXX ]
[Surgical Benefits Rider	[\$500, \$1,000, \$1,500, \$2,000, \$2,500, \$3,000, \$3,500, \$4,000, \$4,500, \$5,000, \$5,500, \$6,000, \$6,500, \$7,000, \$7,500, \$8,000, \$8,500, \$9,000, \$9,500, \$10,000] Per Schedule	[\$XXX ]
[Daily Hospital Confinement Benefit Rider	[\$100, \$150, \$200, \$250, \$300, \$350, \$400, \$450, \$500, \$550, \$600] Per Day	[\$XXX ]
[Annual Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider	[\$2,500, \$5,000, \$7,500, \$10,000, \$12,500, \$15,000, \$17,500, \$20,000] Per Calendar Year	[\$XXX ]
[Daily Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider	[\$100, \$200, \$300, \$400, \$500, \$600, \$700, \$800, \$900, \$1,000] Per Day	[\$XXX ]
[First Occurrence Building Benefit Rider	\$100, \$200, \$300, \$400, \$500, \$600] Per Year	[\$XXX ]
[Hospital Intensive Care Unit Benefit Rider	[\$100, \$150, \$200, \$250, \$300, \$350, \$400, \$450, \$500, \$550, \$600, \$650, \$700, \$750, \$800, \$850, \$900, \$950, \$1,000] Per Day	[\$XXX ]
[Specified Disease Benefit Rider Initial Hospitalization Benefit Hospital Confinement Benefit	\$ 1,500 Per Calendar Year \$ 300 per Day for 1 <sup>st</sup> 30 days \$ 600 per Day for 31 or more days of continuous confinement	[\$XXX ]
	<b>Total Annual Premium Amount:</b>	<b>\$</b>
<b>Premium Mode: [Payroll-Monthly]</b>	<b>Total Modal Premium Amount:</b>	<b>\$</b>

## SECTION 1. DEFINITIONS

**“Actual Charge”** means the expense incurred and charged to the Covered Person by the provider of service.

**“Age”** means a Covered Person’s Age as of his/her last birthday.

**“Ambulatory Surgical Center”** means a facility, within the United States, licensed to provide Outpatient surgical care and discharges each patient within the same working day. An Outpatient surgical unit of a Hospital also meets this criteria.

**“Associated Cancerous Condition”** means myelodysplastic blood disorder, myeloproliferative blood disorder, or cancer in situ (a malignant tumor that is confined to the site of origin, the cells of which have not invaded surrounding tissue). Premalignant conditions with malignant potential, other than those specifically named above, are not considered Associated Cancerous Conditions.

**“Audiologist”** means anyone, other than an Immediate Family Member, who is licensed and certified to provide therapy to the hearing impaired.

**“Calendar Year”** means a period of 12 consecutive months starting on January 1 and ending on December 31 of the same year.

**“Cancer”** means a disease manifested by the presence of a malignant tumor that is characterized by the uncontrolled growth and spread of malignant cells that invade tissue, blood, blood forming organs or the lymphatic system. This includes leukemia, Hodgkin’s Disease, lymphoma, carcinoma, sarcoma or malignant tumor. Cancer does not include other conditions which may be considered precancerous, including but not limited to, leukoplakia, actinic keratosis, carcinoid, hyperplasia, polycythemia, nonmalignant melanoma, moles or similar disease or lesions.

**“Cancer Treatment Center”** means a Chemotherapy Treatment Center or Radiation Treatment Center.

**“Certificate Date”** means the date coverage begins under an issued Certificate and is the latest of: (1) the Certificate Date as shown on Your Certificate Schedule; or (2) the date shown on the endorsement or amendment adding the Covered Person to coverage under an issued Certificate.

**“Charity Hospital”** means a Hospital which, in the absence of insurance, does not normally charge for its services.

**“Chemotherapy”** means a drug(s) that: (a) modifies, destroys, slows the growth, or prevents the spread or recurrence of Cancer cells; and (b) is approved by the United States Food and Drug Administration to treat Cancer in humans.

**“Chemotherapist”** means a person who is licensed to administer Chemotherapy or Immunotherapy drugs in the State where such drugs are administered to the Covered Person.

**“Chemotherapy Treatment Center”** means a licensed Clinic or Outpatient section of a Hospital specializing in Chemotherapy or Immunotherapy.

**“Clinic”** means a facility operating under the applicable state law or licensing requirements where specialized medical treatment is given.

**“Colony Stimulating Factor”** means substances that stimulate the production of blood cells or platelets. They must be approved by the United States Food and Drug Administration for use in human Cancer patients being treated with Radiation Treatment, Chemotherapy, or Immunotherapy. Colony Stimulating Factors include, but are not limited to, granulocyte colony stimulating factors and granulocyte-macrophage colony stimulating factors, erythropoietin, epoetin alfa, darbepoetin, filgrastim, pegfilgrastim and sargramostin.

**“Common Carrier”** means only the following: commercial airline, passenger train, or bus line between cities. It does not include: taxis, city bus lines, or private charter airplanes.

**“Convalescent Care Facility”** means an institution that:  
(a) is legally operated to provide care and treatment to sick and injured persons;

- (b) is primarily engaged in providing skilled care under the supervision of a Physician during a period of convalescence for sickness or injury;
- (c) provides 24-hour nursing services by or under the supervision of a Registered Nurse on duty or on call; and
- (d) maintains a medical record of each patient.

Convalescent Care Facility **does not mean** a home or facility that is used primarily for rest; or provides care and treatment for drug addicts, alcoholics or the mentally ill; or primarily provides custodial or educational care.

**“Covered Person”** means any eligible person named as a Covered Person on Your Certificate Schedule. It also means any eligible person who becomes a Covered Person after the Certificate Date as provided in the section titled **ELIGIBILITY AND EFFECTIVE DATE**.

**“Date of Diagnosis”** means the later of:

- (a) the day the tissue specimen is taken;
- (b) the day the definitive diagnostic test is performed that confirms a positive diagnosis when performed by a Pathologist; or
- (c) the day the Positive Diagnosis of Cancer or Associated Cancerous Condition, or one of the listed Specified Diseases if such optional rider is issued, is pronounced when a clinical diagnosis is made.

**“Dependent”** means an Insured Member’s family as follows:

1. The lawful Spouse; or
2. Unmarried children (whether natural, adopted or stepchildren) under age 25; or
3. Unmarried children for whom the Insured Member is required to provide insurance under a medical support order or an order enforceable by a court; and
4. Unmarried children under the age of 25 that the Insured is seeking to adopt through an appropriate legal action before a court of competent jurisdiction over matters of adoption; or
5. Unmarried grandchildren under the age of 25 who are:
  - a.) A child of a child of the Insured Member; and
  - b.) At the time of application for coverage of the grandchild, is a dependent of the Insured Member for federal income tax purposes.

If the Insured Member becomes a legal guardian of a foster child, that child will be treated as an adopted child so long as: 1) the Insured Member continues as the child’s legal guardian; 2) the child is living with the Insured Member and is dependent upon the Insured Member for support; and 3) all other requirements of the Policy are met.

**“Enrollment Form”** means the document(s), signed by You, containing Your answers to Our questions and the member’s representations, which We accepted in good faith as being true, complete and correct, to the best of the Insured Member’s knowledge and belief. The Enrollment Form is the basis upon which We will issue a Certificate of Cancer Expense Insurance and it will be attached to and made a part of any issued Certificate.

**“Evidence of Insurability”** means a statement of a proposed Covered Person’s medical history which We will use to determine if he or she is approved for coverage. Evidence of Insurability will be provided at the proposed Covered Person’s expense.

**“Experimental Treatment”** means chemotherapy or immunotherapy drugs not yet approved by the United States Food and Drug Administration for the treatment of Cancer or Associated Cancerous Condition which are the subject of ongoing clinical studies funded or sponsored by the National Cancer Institute to determine their toxicity, safety, efficacy or their efficacy compared to standard means of treatment. Treatment must be received in the United States or its territories and administered by an Oncologist as defined in this Policy and any issued Certificate. The Oncologist must certify, to the best of his or her knowledge and belief, that no other treatment having United States Food and Drug Administration approval is superior to the proposed Experimental Treatment.

**“Government Hospital”** means a hospital operated by or for an agency of the United States Government.

**“Home Health Care”** means the care and treatment of a Covered Person at his or her place of residence. Home Health Care is covered only if hospitalization or confinement in a Convalescent Care Facility would otherwise have been required. A plan establishing the necessary Home Health Care Services must be approved in writing by the attending Physician. Home Health Care Services must be provided by an agency that meets the qualifications set out below.

**“Home Health Care Agency”** means an entity licensed to provide Home Health Care Services under applicable state law, or, in the absence of such state law, an entity that meets the following requirements:

- (a) it must be primarily engaged in providing Home Health Care Services;
- (b) its policies must be established by a group of professional personnel, including at least one Physician and one Registered Nurse;
- (c) supervision of Home Health Care Services must be performed by a Physician or Registered Nurse;
- (d) it must maintain clinical records on all patients;
- (e) it must have a full time administrator.

**“Home Health Care Services”** means:

- (a) part-time or intermittent home nursing care provided by or under the supervision of a Registered Nurse;
- (b) part-time or intermittent home health aide services that consists primarily of caring for the patient; and
- (c) medical supplies and equipment suitable for home use.

Home Health Care Services **does NOT mean:** (a) services or supplies not included in the Home Health Care plan; (b) services of a person who is an Immediate Family Member; (c) custodial care; (d) services or supplies for personal comfort or convenience; (e) food service or meals; or (f) transportation services.

**“Hormonal Therapy”** means use of a drug that adds, blocks, or removes hormones to slow, stop the growth of or prevent the recurrence of Cancer or Associated Cancerous Condition cells. It must be approved by the United States Food and Drug Administration to treat Cancer or Associated Cancerous Condition in humans.

**“Hospice Center”** means a facility that provides short periods of confinement for terminally ill patients. A Hospice Center must operate a program of hospice care that meets the standards set forth by the National Hospice Organization. It must also be directed by a Physician, supervised by a Registered Nurse, and licensed or certified by the state in which it is located.

**“Hospice Team”** means a team of professionals including a Physician and a Nurse. It may also include a social worker, clergyman, clinical psychologist, physical therapist, or counselor. It must exist primarily to administer a hospice care program meeting the standards of the National Hospice Organization in the patient's home. Care must be available 24 hours a day, seven days a week.

**“Hospital”** means an institution that:

- (a) operates as a Hospital pursuant to law;
- (b) operates primarily for the reception, care and treatment of sick or injured persons as Inpatients;
- (c) provides 24-hour nursing service by Registered Nurses on duty or on call;
- (d) has a staff of one or more Physicians available at all times;
- (e) provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a pre-arranged basis.

Hospital **does NOT include** the following whether free-standing or a section of another facility: (a) convalescent homes or convalescent, rest or nursing facilities; (b) facilities primarily affording custodial or educational care; (c) facilities primarily affording rehabilitative care; or (d) facilities for the aged, drug addicts or alcoholics.

**“Immediate Family Member”** means a person who is related to a Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother and stepsister), or child (includes legally adopted, stepchild or foster child).

**“Immunoglobulin”** means a protein naturally made by plasma cells in response to an antigen (foreign substance). The protein helps destroy the antigen. For the purposes of the Policy or any issued Certificate, the protein may be either natural or recombinant but it must be approved by the United States Food and Drug Administration for use in treating Cancer or Associated Cancerous Condition in humans.

**“Immunotherapy”** means use of a drug including a biological response modifier, biological therapy or biotherapy that meets the following criteria: (1) it stimulates or restores the ability of the immune system to modify, destroy or aid in the prevention of the spread of Cancer or Associated Cancerous Condition cells and (2) it is approved by the United States Food and Drug Administration to treat Cancer or Associated Cancerous Condition in humans. Immunotherapy **does NOT include** Immunoglobulin.

**“Incapacitated Child”** means an unmarried Dependent child who is or becomes incapable of self-support because of physical impairment or mental retardation while being a Covered Person and before attaining Age 25 and who is

primarily dependent on You or Your spouse for support and maintenance.

**“Inpatient”** means confinement in a Hospital where the Covered Person is using and being charged for daily room and board.

**“Insured Member”** means a person who satisfies the eligibility requirements of the Policy as described in **Section 2. Eligibility and Effective Date** and as described in the Enrollment Form.

**“Internal Cancer”** means Cancer other than Skin Cancer.

**“Limiting Age”** for Your children is age 25. This is Your coverage anniversary next following the child’s 25<sup>th</sup> birthday.

**“Local or Locally”** means within 30 miles, one way, of the Covered Person’s usual place of residence.

**“Medically Necessary”** means that, based on generally accepted current medical practice, a service or supply is necessary and appropriate for the diagnosis or treatment of Cancer or an Associated Cancerous Condition. We do not consider a service or supply as Medically Necessary if:

- (a) it is provided only as a convenience to the Covered Person or provider;
- (b) it is not appropriate treatment for the Covered Person’s diagnosis or symptoms;
- (c) it exceeds (in scope, duration or intensity) that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- (d) it is Experimental or Investigational Medicine.

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

**“Non-Local or Non-Locally”** means more than 30 miles, one way, and less than 700 miles, one way, from the Covered Person’s usual place of residence.

**“Nurse”** means a graduate Registered Nurse (R.N.); or a Licensed Practical Nurse (L.P.N.); or a Licensed Vocational Nurse (L.V.N.). With respect to the benefits provided under Your Certificate, Nurse will not include an R.N., L.P.N., or L.V.N. who is employed by the Hospital where the Covered Person is confined. Additionally, a Nurse is not one of the Covered Person’s Immediate Family Members.

**“Oncologist”** means a Physician certified to practice in the field of Oncology.

**“Outpatient”** means the Covered Person is not confined in a Hospital.

**“Pathologist”** means a Physician who has been certified by either the American Board of Pathology, the Osteopathic Board of Pathology, or the American Board of Dermatopathology to practice pathological anatomy.

**“Period of Hospital Confinement”** means the period of consecutive days that the Covered Person is an Inpatient in a Hospital on the advice and recommendation of a Physician. It begins on the date the Covered Person is admitted to the Hospital as an Inpatient and ends on the Covered Person’s date of discharge, unless discharge is for the purpose of immediate readmission to another Hospital.

**“Physician”** means a practitioner of the healing arts, including a nurse practitioner, duly licensed, practicing in the United States and legally qualified to treat sickness or injuries. Such person must not be the Covered Person, n Covered Person’s Immediate Family Member or a business associate. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required by any issued Certificate. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians.

**“Policyholder”** means the Employer or Plan Sponsor to whom the Policy is issued and shall include any Affiliated Entities or Subsidiaries.

**“Positive Diagnosis”** means a diagnosis of Cancer or an Associated Cancerous Condition that is diagnosed by a Physician certified by the American Board of Pathology or the Osteopathic Board of Pathology to practice Pathologic Anatomy. Pathologic interpretation of the histology of skin lesions will be accepted from a licensed dermatologist. The diagnosis must be based on a microscopic examination of fixed tissue or preparations from the blood system (either during life or postmortem). The pathologist making the diagnosis will base judgment solely on

the criteria of “malignancy” as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen.

A clinical diagnosis of Cancer or an Associated Cancerous Condition will be accepted as evidence that Cancer or an Associated Cancerous Condition exists in a Covered Person when a pathological diagnosis cannot be made, provided medical evidence substantially documents the diagnosis of Cancer or an Associated Cancerous Condition and the Covered Person received definitive treatment for Cancer or an Association Cancerous Condition. If the requisite pathological clinical diagnosis can only be made postmortem, liability will be assumed retroactively beginning with the date the terminal admission to the Hospital for not less than 45 days before the date of death.

“**Pre-existing Condition(s)**” means any condition, Cancer or Associated Cancerous Condition, or a listed Specified Disease if that optional rider is issued, which was diagnosed by a Physician or for which medical consultation, advice or treatment was recommended by or received from or sought from a Physician within one year prior to a Covered Person’s Certificate Date.

“**Radiation Treatment**” means x-ray therapy, gamma ray therapy, particle beam therapy, proton beam therapy, or intensity-modulated radiation therapy, brachytherapy, radioactive isotopes therapy, radioactive iodine, cobalt, palladium, cesium or iridium that is approved by the United States Food and Drug Administration for the treatment of Cancer or Associated Cancerous Condition in humans and is used to modify, destroy, slow the growth or prevent recurrence of Cancer or Associated Cancerous Condition cells. The treatments discussed above are not covered when used for diagnostic or planning purposes.

“**Radiation Treatment Center**” means a Clinic or outpatient section of a Hospital specializing in Radiation Treatment of Cancer or Associated Cancerous Condition on an Outpatient basis.

“**Radiation Therapist**” means a Physician, Nurse or other medical personnel who are licensed to administer Radiation Treatment. The medical professional must also be certified by the American Board of Radiology to administer therapeutic radiation.

“**Skin Cancer**” means basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark’s Level I or II or Breslow level equal to or less than 1.5 mm.

“**Tentative Diagnosis**” means a diagnosis by a qualified Physician, based on the Physician’s experience, training and expertise, when a Positive Diagnosis cannot be made due to medical reasons.

“**Terminally III**” means the Covered Person has a life expectancy of 6 months or less.

“**Total Disability / Totally Disabled**” means that, as a result of Cancer or Associated Cancerous Condition, the Insured Member is:

- (a) unable to perform all of the substantial or material duties of the Insured Member’s regular occupation during the first two years beginning with the commencement of such disability;
- (b) unable to engage in any employment or occupation for which the Insured Member is or becomes qualified by reason of education, training or experience after the first two years beginning with the commencement of such disability; and
- (c) under the care of a Physician.

If 60 days or less separate two periods of Total Disability for the same Cancer or Associated Cancerous Condition, the second will be a continuation of the first.

“**We, Our, Us, or Company**” means Standard Life and Accident Insurance Company.

“**You or Your**” means the Applicant named on the Enrollment Form.

## SECTION 2. ELIGIBILITY AND EFFECTIVE DATE

A person eligible for coverage under the Policy must apply for insurance within 30 days of the Policy Date or within 30 days from the date that the person first becomes eligible for coverage under the Policy. If the person does not apply within such 30 days, he/she may be subject to additional Evidence of Insurability.

**COVERED PERSON'S EFFECTIVE DATE:** Forms provided by Us must be used when applying for insurance. The insurance for a Covered Person will take effect on Your Certificate Date assigned by Us and shown in Your Certificate Schedule.

Coverage with respect to any Covered Person is not effective until after You have submitted to Us the required Enrollment Form and Evidence of Insurability, if required, along with any premium due.

On the Certificate Date, only the Insured Member, spouse and eligible Dependants listed by name on Your Certificate Schedule are covered under this Policy.

### **SECTION 3. DEPENDENT PROVISIONS**

#### **NEWBORN CHILDREN**

The Employee's newborn child is automatically covered from the moment of birth for up to 90 days. Coverage for newborns will be the same as for all other covered Employee's Dependents. If the Employee does not have other covered Dependents and wants uninterrupted coverage, the Employee will have the option to add Dependent child coverage. The Employee must notify the Company in writing within the greater of 90 days or the next premium due date of such birth and pay the required additional premium (if any), in order for coverage for the newborn child to continue beyond such 90 day period.

#### **ADOPTED CHILDREN**

An adopted child is automatically covered for up to 60 days after filing petition for adoption. Coverage will begin from the moment of birth if the petition for adoption and application for coverage is received within 60 days after the birth of the minor. Coverage for such child will be the same as for all other covered Employee's Dependents. If the Employee does not have other covered Dependents and wants uninterrupted coverage, the Employee will have the option to add Dependent child coverage. The Employee must notify the Company in writing within 60 days after the filing of the petition for adoption and pay additional premium (if any), in order for coverage of the adopted child to continue beyond such 60 day period.

The coverage will terminate upon the dismissal or denial of a petition for adoption.

#### **COURT ORDERED CUSTODY**

We will not restrict or deny coverage due to the fact that: 1) a Dependent child does not reside with the noncustodial parent; or 2) the parent-child relationship was established through a paternity action; or 3) the minor child is covered through the state-administered Medicaid program; or 4) the minor child is not claimed as a dependent on the noncustodial parent's federal or state income tax return.

### **SECTION 4. BENEFITS**

We will pay the benefits described below for the treatment of a Covered Person's Cancer or an Associated Cancerous Condition in accordance with the provisions of the Policy. Benefits are payable for a Positive Diagnosis that occurs after the Certificate Date. The Positive Diagnosis must be for Cancer or an Associated Cancerous Condition as defined in an issued Certificate.

If Cancer or an Associated Cancerous Condition is diagnosed while any Covered Person is confined in the Hospital, benefits will begin on the day of admission or 10 days prior to the date of diagnosis if this is more favorable to the Covered Person. Admission to the Hospital must begin after the Certificate Date. If a Positive Diagnosis is made within 12 months after a Tentative Diagnosis, benefits will be paid from the date of the Tentative Diagnosis if the Tentative Diagnosis is made after the Certificate Date.

#### **DESCRIPTION OF BENEFITS**

**POSITIVE DIAGNOSIS BENEFIT** - We will pay the Actual Charge, not to exceed \$300 per Calendar Year, for one test that confirms the positive diagnosis of Cancer or Associated Cancerous Condition in a Covered Person. This benefit is not payable for multiple diagnoses of the same Cancer or Associated Cancerous Conditions that metastasizes or for recurrence of the same Cancer or Associated Cancerous Condition.

**NATIONAL CANCER INSTITUTE DESIGNATED COMPREHENSIVE CANCER TREATMENT CENTER EVALUATION / CONSULTATION BENEFIT** -If a Covered Person receives a positive diagnosis and seeks an evaluation or consultation at a National Cancer Institute designated Comprehensive Cancer Treatment Center for the purpose of obtaining a treatment option opinion, We will pay the Actual Charge not to exceed a lifetime maximum of \$750. If the Comprehensive Cancer Treatment Center is located more than 30 miles from the Covered Person's place of residence, We will also pay the transportation and lodging expenses incurred not to exceed a lifetime maximum of \$350. This benefit is not payable on the same day a Second or Third Surgical Opinion Benefit is payable. This benefit is payable in lieu of the Non-Local Transportation and Lodging Expense Benefits of this Certificate. This benefit is payable one time during the lifetime of the Covered Person.

**SECOND AND THIRD SURGICAL OPINION EXPENSE BENEFIT** – If surgery is recommended for the removal of Cancer or Associated Cancerous Condition, We will pay the Actual Charge for a written second surgical opinion concerning the Cancer or Associated Cancerous Condition surgery. If the second surgical opinion is in conflict with the first opinion, We will pay the Actual Charge for a written third surgical opinion. The Physician providing the second or third surgical opinion cannot be associated with the Physician who originally recommended the surgery. This benefit is not payable for the same day the National Cancer Institute Evaluation/Consulting Benefit is payable.

**OUTPATIENT HOSPITAL OR AMBULATORY SURGICAL CENTER EXPENSE BENEFIT** - We will pay the Actual Charge, not to exceed \$350 per day, made by an Ambulatory Surgical Center or Outpatient department of a Hospital for the use of its facilities during the performance of a surgical procedure covered under Your Certificate.

**MEDICAL IMAGING, TREATMENT PLANNING AND MONITORING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$1,000 per Calendar Year, for any combination of laboratory tests, routine or diagnostic X-rays, scans or medical images and their interpretation when used in the planning or monitoring of external radiation, internal radiation, Chemotherapy or Immunotherapy treatments of Cancer or Associated Cancerous Condition.

**ANTI-NAUSEA MEDICATION EXPENSE BENEFIT** - We will pay the Actual Charge for anti-nausea medication not to exceed \$150 per Calendar Month when a Covered Person is prescribed such medication as the result of Radiation Treatment, Chemotherapy, or Immunotherapy treatments for Cancer or Associated Cancerous Condition.

**COLONY STIMULATING FACTOR OR IMMUNOGLOBULIN EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed \$1,000 per calendar month for Colony Stimulating Factor Drugs or Immunoglobulins prescribed by a Physician or Oncologist during a Covered Person's Cancer or Associated Cancerous Condition treatment regimen for which benefits are payable under the Radiation, Chemotherapy and Immunotherapy Benefit of Your Certificate or rider attached to it.

**OUTPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets, or blood transfusions, on an Outpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**INPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets or blood transfusions, on an Inpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**BONE MARROW DONOR EXPENSE BENEFIT** - **Applies only if the Daily Hospital Confinement Benefit Rider is shown in the Certificate Schedule.** When a Covered Person receives bone marrow or stem cells from another live person for the purpose of a bone marrow or stem cell transplant in connection with the Covered Person's Internal Cancer or Associated Cancerous Condition treatment, We will pay the Daily Hospital Confinement Benefit amount shown on the Certificate Schedule for each day the donor is confined in a Hospital for the harvesting of bone marrow or stem cells used in a covered bone marrow or stem cell transplant.

**BONE MARROW OR STEM CELL TRANSPLANT EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed a lifetime maximum of \$15,000 for surgical and anesthesia procedures (including the harvesting and subsequent re-infusion of blood cells or peripheral stem cells) performed for a bone marrow transplant and/or a peripheral stem cell transplant for the treatment of a Covered Person's Internal Cancer or Associated Cancerous Condition. This benefit will be paid in lieu of the benefit provided by the optional Surgical Expense Benefit Rider.

**INPATIENT OXYGEN EXPENSE BENEFIT** – When a Covered Person is confined to a Hospital for the treatment of Cancer or Associated Cancerous Condition and requires oxygen that is prescribed and ordered by

a Physician, We will pay the Actual Charge for the oxygen used not to exceed \$300 per Hospital confinement.

**ATTENDING PHYSICIAN EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 40 per day for the professional services of a Physician or Oncologist rendered to a Covered Person while he or she is confined in a Hospital for the treatment of Cancer or Associated Cancerous Condition. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Covered Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**INPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$150 per day for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined in a Hospital for the treatment of Cancer or Associated Cancerous Condition. The Nurse must provide services other than those normally provided by the Hospital. The Nurse may not be an employee of the Hospital or an Immediate Family Member of the Covered Person.

**OUTPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** – Following a Covered Person's Hospital confinement for the treatment of Cancer or Associated Cancerous Condition, We will pay the Actual Charge not to exceed \$ 150 per day, limited to the same number of days of such Hospital confinement, for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined indoors at home as the result of Cancer or Associated Cancerous Condition. This benefit is not payable if the services of the Nurse are custodial in nature or to assist the Covered Person in the activities of daily living. This benefit is not payable when the Nurse is a member of the Covered Person's Immediate Family.

**HOME HEALTH CARE EXPENSE BENEFIT** -We will pay benefits for the following covered charges when a Covered Person requires Home Health Care for the treatment of Cancer or Associated Cancerous Condition.

1. Home Health Care Visits - We will pay the Actual Charge for Home Health Care Visits not to exceed \$ 75 for each day on which one or more such visits occur. We will not pay this benefit for more than 60 days in any Calendar Year.
2. Medicine and Supplies - We will pay the Actual Charge not to exceed \$450 in any Calendar Year for drugs, medicine, and medical supplies provided by or on behalf of a Home Health Care Agency.
3. Services of a Nutritionist - We will pay the Actual Charge not to exceed a lifetime maximum of \$300 for the services of a nutritionist to set up programs for special dietary needs.

**CONVALESCENT CARE FACILITY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$100 per day for a Covered Person's confinement in a Convalescent Care Facility. The maximum number of days for which this benefit is payable will be the number of days in the Covered Person's last Period of Hospital Confinement that immediately preceded admission to the Convalescent Care Facility. The Convalescent Care Facility confinement must:

1. be due to Cancer or Associated Cancerous Condition;
2. begin within 14 days after the Covered Person has been discharged from a Hospital for the treatment of Cancer or Associated Cancerous Condition; and
3. be authorized by a Physician as being Medically Necessary for the treatment of Cancer or Associated Cancerous Condition.

**HOSPICE CARE EXPENSE BENEFIT** – When a Covered Person, as a result of Cancer or Associated Cancerous Condition, requires Hospice Care, We will pay the Actual Charge for Hospice Care not to exceed \$ 100 per day. This benefit is payable whether confinement is required in a Hospice Center or services are provided in the Covered Person's home by a Hospice Team. Eligibility for benefit payments will be based on the following conditions being met: (1) the Covered Person has been given a prognosis of being Terminally Ill with an estimated life expectancy of 6 months or less; and (2) We have received a written summary of such prognosis from the attending Physician. We will not pay this benefit while the Covered Person is confined to a Hospital or Convalescent Care Facility. The lifetime maximum benefit is 365 days of Hospice Care.

**NON-LOCAL TRANSPORTATION EXPENSE BENEFIT** - We will pay the Actual Charge for Non-Local transportation not to exceed coach fare on a Common Carrier for the Covered Person and one adult companion's travel to a Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center where the Covered Person receives treatment for Cancer or Associated Cancerous Condition. This benefit is payable only if the treatment is not available Locally. The adult companion may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. At the option of the Covered Person, We will pay a single private vehicle mileage allowance of 50 cents per mile for Non-Local transportation in lieu of the common carrier coach fare.

**LODGING EXPENSE BENEFIT** - When a Covered Person receives treatment for Cancer or Associated Cancerous Condition at a Non-Local Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center, We will pay the Actual Charge not to exceed \$ 75 per day for a room in a motel, hotel or other appropriate lodging facility (other than a private residence). The room must be occupied by the Covered Person or an adult companion, which may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. This benefit is not payable for lodging expense incurred more than 24 hours before the treatment, nor for lodging expense incurred more than 24 hours following treatment. This benefit is limited to 100 days per Calendar Year.

**AMBULANCE EXPENSE BENEFIT** - We will pay the Actual Charge for ambulance service if a Covered Person is transported to a Hospital where he or she is admitted as an Inpatient for the treatment of Cancer or Associated Cancerous Condition. The ambulance service must be provided by a licensed professional ambulance company or an ambulance owned by the Hospital.

**PROSTHESIS EXPENSE BENEFIT:**

**(a) Surgically Implanted Breast Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or an Associated Cancerous Condition, and a surgically implanted prosthetic device is prescribed by a Physician, We will pay the Actual Charge not to exceed a maximum of \$3,000 per such device. This benefit has a total lifetime maximum benefit of \$6,000. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**(b) Non-Surgically Implanted Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or Associated Cancerous Condition, and an artificial limb or other non-surgically implanted prosthetic device is required and prescribed by a Physician to restore normal body function, We will pay the Actual Charge not to exceed a lifetime maximum of \$ 2,000 per such device. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**HAIRPIECE EXPENSE BENEFIT** – If a Covered Person suffers hair loss due to treatment of Cancer or Associated Cancerous Condition, We will pay the Actual Charge not to exceed a lifetime maximum of \$150 for the purchase of a wig or hairpiece.

**RENTAL OR PURCHASE OF MEDICAL EQUIPMENT EXPENSE BENEFIT** – If, as the result of Cancer or Associated Cancerous Condition, the attending Physician prescribes covered medical equipment designed for home use, We will pay the lesser of the Actual Charge for the rental or purchase of such medical equipment not to exceed \$1,500 per Calendar Year. Monthly rental charges are not payable in advance. Covered medical equipment includes wheel chair, oxygen equipment, respirator, braces, crutches or hospital bed.

**PHYSICAL, SPEECH AND AUDIO THERAPY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 25 per therapy session for:

1. Physical therapy treatments given by a licensed Physical Therapist, or
2. Speech therapy given by a licensed Speech Pathologist/Therapist; or
3. Audio therapy given by a licensed Audiologist.

These therapy sessions may be given at an institute of physical medicine and rehabilitation, a Hospital, or the Covered Person's home. These treatments must be given on an Outpatient basis, unless the primary purpose of a Hospital confinement is for treatment of Cancer or an Associated Cancerous Condition other than with physical, speech or audio therapy. Benefits under this section may not exceed \$1,000 per Calendar Year.

**MENTAL HEALTH CONSULTATION BENEFIT** – We will pay the Actual Charge not to exceed \$50 per session for mental health consultations provided by a Physician for a Covered Person receiving treatment for Cancer or an Associated Cancerous Condition covered under Your Certificate. Benefits are limited to a lifetime maximum of 50 sessions.

**TUTORIAL BENEFIT** – We will pay the Actual Charge not to exceed \$20 per each one-hour session for educational tutoring provided by a qualified person for a covered Dependent child receiving treatment for Cancer or an Associated Cancerous Condition covered under the Certificate. Benefits are limited to a lifetime maximum of 50 one-hour sessions. A qualified person providing the tutoring must not be an Immediate Family Member.

**WHEELCHAIR ACCESSIBLE HOME MODIFICATIONS** - When a Covered Person is confined to a wheel chair as the result of treatment of Cancer or an Associated Cancerous Condition and benefits were paid for the wheel chair's rental or purchase under this Policy, We will pay the Actual Charge not to exceed a lifetime maximum of \$1,000 for bathroom or door modification of the Covered Person's home which is required for wheel chair access by the Covered Person.

**WAIVER OF PREMIUM BENEFIT** - We will waive the premiums starting on the first premium due date following a 60 day period of Total Disability of the Insured Member due to Cancer or an Associated Cancerous Condition. The Insured Member must: (1) be receiving treatment for such Cancer or an Associated Cancerous Condition for which benefits are payable under the Certificate; and (2) remain disabled for 60 consecutive days. We will waive premiums for as long as the Insured Member remains Totally Disabled. Premiums will be waived in accordance with the mode of payment in effect when treatment began.

If the Insured Member is retired or Age 65 and over at the time he or she becomes Totally Disabled, the definition of Total Disability will mean the inability to perform two (2) or more of the ADL's (Activities of Daily Living) listed below without the assistance of another person. ADL's are defined as activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without assistance, allowing personal independence in everyday living. The ADL's are:

1. Transferring - moving between the bed and a chair or the bed and a wheelchair;
2. Dressing - putting on and taking off all necessary items of clothing;
3. Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
4. Eating - all major tasks of getting food into the body;
5. Bathing - getting into or out of the tub or shower and otherwise washing the parts of the body.

We may ask for and use an independent consultant to determine whether the Insured Member can perform an ADL when this benefit is in force.

**[CONTINUATION OF COVERAGE BENEFIT** – We will waive all monthly premiums due for Your Certificate and in force riders for two months if You meet all of the following conditions:

1. Your Certificate has been in force for at least six months;
2. We have received premiums for at least six consecutive months;
3. Your premiums have been paid through list bill, common remitter or payroll deduction;
4. You or the Policyholder has notified Us in writing within 30 days of the date the Insured Member's premium payments ceased due to the Insured Member being no longer affiliated with the Policyholder; and
5. You re-establish premium payments through: a) a new list bill, common remitter or payroll deduction process through current employment; or b) direct payment to Us in an automatic deduction system established by Us.

You will become eligible again to receive this benefit after: a) You re-establish the premium payments through list bill, common remitter or payroll deduction for a period of at least six months; and b) We receive premiums for at least six consecutive months.]

## **SECTION 5. EXCLUSIONS AND LIMITATIONS**

No benefits will be paid for

1. any loss due to any injury, accident, sickness, disease or illness other than Cancer or Associated Cancerous Condition;
2. care and treatment received outside the territorial limits of the United States;
3. treatment by any program engaged in research that does not meet the criteria for Experimental Treatment, as defined;
4. treatment that has not been approved by a Physician as being Medically Necessary; or
5. losses or medical expenses incurred prior to Your Certificate Date regardless of the date of Positive Diagnosis.

If a positive diagnosis for cancer or an associated cancerous condition is made within the first 30 days after the Certificate is issued, no benefits will be provided for the following 12 months. After such 12 month period, benefits will be available only on a go forward basis.

### **PRE-EXISTING CONDITION(S) LIMITATION**

The benefits of any issued Certificate will not be payable during the first 12 months that coverage is in force with respect to a Covered Person for a loss caused by a Pre-Existing Condition disclosed or not disclosed on the Enrollment Form. This 12 month period is measured from the effective date of coverage for each Covered Person.

## **SECTION 6. PREMIUMS**

Your first premium and premium payment mode are shown in Your Certificate Schedule. Subsequent premiums are due and payable on the premium due date. We reserve the right to change the premium rates on any premium due

date after the first anniversary of coverage. We will give You 60 days advanced written notice of any premium change. In addition, if a change in benefits increases Our liability, premium rates may be changed on the date the liability is increased.

If payroll deduction facilities are available to You, the premium will be deducted from Your pay and remitted to Us. If there are no payroll deduction facilities available to You, premiums must be remitted directly to Us unless otherwise agreed to by You and the Company.

**GRACE PERIOD:** We grant a grace period of 31 days for each premium payment due after the first premium payment. Coverage remains in force during the grace period unless You or the Policyholder has given Us written notice of Your cancellation. There is no grace period if We have been given such a cancellation notice.

## SECTION 7. TERMINATION PROVISIONS

Termination of coverage will not affect any claim for a covered loss that occurred while coverage was in force.

**TERMINATION OF YOUR COVERAGE:** Your coverage will terminate on the date premiums are not received when due, subject to the GRACE PERIOD provision. Your coverage will also terminate on the date You perform an act or practice that constitutes fraud.

**TERMINATION OF DEPENDENT COVERAGE:** Coverage for a Dependent will terminate on the date Your coverage terminates, except when coverage continues with Your Spouse as the new Insured Member. Coverage will terminate on the date a Covered Person performs an act or practice that constitutes fraud or the date premiums are not received when due, subject to the GRACE PERIOD provision. Coverage for Dependent persons may also terminate as explained in the following paragraphs.

Coverage for each Dependent child will terminate on the renewal date following the earlier of: (a) his or her attainment of the limiting age; or (b) marriage. It is Your obligation to notify Us if and when either of these events occur.

Our acceptance of premium after such termination date will be considered as premium only for the remaining persons who qualify for coverage. Our liability will be limited to a refund of any subsequent overpayment. If your premium needs to be changed due to the termination of Dependent coverage, You must notify Us and We will adjust it accordingly.

Coverage for a mentally or physically handicapped Dependent child that is covered under the Policy and who became incapacitated prior to their 26th birthday will not end when scheduled if the child depends on the Employee for primary support and maintenance. Proof of the incapacity or dependency must be furnished to Us upon our request and at Our expense. The premium for such child's continued coverage will remain at the child rate until the child is no longer dependent or incapacitated. The Employee must notify Us if the incapacity or dependency is removed or terminated.

A Dependent child who is a Covered Person and reaches the termination date due to **LIMITING AGE**; and is not otherwise eligible for continuation as described in the immediate preceding paragraph; is eligible for a conversion privilege. We will provide coverage without regard to health status and issue a new Certificate to the Covered Person subject to the following rules: the Covered Person must apply to Us in writing within 31 days after coverage terminates and the Covered Person must pay the first full premium for the new Certificate at the time of application. Premiums for the new Certificate will be based on the Covered Person's age and class at the time of application using the table of rates We have in effect when coverage ends.

**CONTINUATION OF COVERAGE:** If You are no longer affiliated with the Policyholder or if the Policy is terminated for reasons other than non-payment of premium or fraud, We agree thereafter to renew the previously issued Certificate coverage for each term as long as You continue to pay the required premium when due. You must notify Us of the change in status within 31 days of such change. Direct premium payments will begin following the end of the period for which premium has been paid.

If You die while Your Spouse is a Covered Person under an issued Certificate, We agree thereafter to renew the coverage for each term as long as the Spouse pays the required premium before the end of the grace period.

**DISSOLUTION OF MARRIAGE:** If You or Your Spouse dissolve the marriage, and Your Spouse is named as a Covered Person on the Certificate Schedule for this coverage, or was made a Covered Person pursuant to Certificate endorsement procedures, You must provide Us with an actual, written notice of said divorce. Coverage for a Spouse or ex-spouse, if a Covered Person, will terminate 30 days following the date We receive actual, written notice from You or Your insured Spouse of a divorce, regardless of the date of the divorce decree. You may not add a new Spouse as a Covered Person under any issued Certificate until Your covered ex-spouse has been terminated from coverage pursuant to these procedures.

## SECTION 8. GENERAL PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 30 days after any loss covered by an issued and in force Certificate occurs or starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received by Us at our Home Office in Galveston, Texas. It should include Your name and Certificate number.

**CLAIM FORMS:** When We receive the notice of claim, We will send the claimant forms for filing proof of loss. If these forms are not sent to the claimant within 15 days, the claimant will be deemed to have met the proof of loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

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

**TIME OF PAYMENT OF CLAIMS:** We will pay benefits due under this Policy for a covered loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid no less than monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

**PAYMENT OF CLAIMS:** All benefits due under the Policy will be paid to the Covered Person or the Covered Person's estate. If they are payable to the Covered Person's estate, the Company may pay such benefits, up to an amount not to exceed \$1,000, to any of the Covered Person's relatives by blood or marriage who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision will fully discharge the Company to the extent of such payment.

**ASSIGNMENT:** Subject to any written direction of the Covered Person in the application or otherwise, all or a portion of any benefits provided by the Policy may, at the Company's option and unless the Covered Person requests otherwise in writing not later than the time of filing proofs of loss, be paid directly to the provider or facility rendering such services; but it is not required that the service be rendered by a particular provider or facility.

**PHYSICAL EXAMINATION:** We have the right to have a Covered Person examined at Our expense when and as often as is reasonable during the handling of a claim.

**RIGHT OF RECOVERY:** When an overpayment has been made by Us, We will have the right at any time to: a) recover that overpayment from the person to whom or on whose behalf it was made; or b) offset the amount of that overpayment from a future claim payment.

**ENTIRE CONTRACT:** The Policy, the Application(s), the Certificate, Enrollment Form(s) and any attached papers make up the entire contract between You and the Company. In the absence of fraud, all statements made by You will be considered representations and not warranties. No written statement made by You will be used in any contest unless a copy of the statement is furnished to You or Your authorized personal representative.

**TIME LIMIT ON CERTAIN DEFENSES:** After three years from Your Certificate Date We cannot use misstatements, except fraudulent misstatements, in the Enrollment Form to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after one year from Your Certificate Date shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existed prior to Your Certificate Date.

The above provisions also apply to riders attached to an issued Certificate. In applying them, the word "rider" will be used for the word "Certificate".

**LEGAL ACTIONS:** A Covered Person cannot bring any action at law or in equity to recover under this Certificate for at least 60 days after he or she has given Us written Proof of Loss. No such action shall be brought after three (3) years from the time written Proof of Loss is required to be given.

**REINSTATEMENT:** Coverage lapses if You do not pay Your premium before the end of the Grace Period. Our later acceptance of premium (or one of our authorized agent's acceptance of premium) without requiring an application for reinstatement, reinstates coverage under Your Certificate.

We will require an application for reinstatement. We will subject all representations made in this application to all of the provisions of the Group Policy and Certificate of coverage, including **TIME LIMIT ON CERTAIN DEFENSES**. If We approve the application for reinstatement, We will reinstate coverage as of the approval date of the reinstatement Enrollment Application. If We do not approve the reinstatement and do not notify You in writing of the disapproval, We must reinstate coverage. The reinstatement will take place on the 45<sup>th</sup> day following the date of the reinstatement Enrollment Application. The reinstated plan only covers a loss that results from Cancer or an Associated Cancerous Condition that You or a Covered Person sustains after reinstatement; or a Positive Diagnosis made 30 days or more after the date of reinstatement.

In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted or attached to Your reinstated coverage. We will apply any premiums that We accept for reinstatement to a period for which You have not paid premiums. We will not apply any premium to any period more than 60 days before the reinstatement date.

**WE WILL NOT CONSIDER A REQUEST FOR REINSTATEMENT THAT YOU MAKE MORE THAN 180 DAYS AFTER YOUR CERTIFICATE LAPSED.**

**MISSTATEMENT OF AGE:** If the age of a Covered Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Covered Person's true age. No misstatement of age will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

**CONFORMITY WITH STATE STATUTES:** On the Certificate Effective Date, if any contract provision conflicts with the laws of the state of issue, it shall be deemed to conform to such law.

**Standard Life and Accident Insurance Company**

A Member of the American National Family of Companies

Home Office: One Moody Plaza, Galveston Texas 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock insurance company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

**GROUP CANCER EXPENSE INSURANCE CERTIFICATE OF COVERAGE**  
**The Policy offers Limited Benefit Supplemental Health Insurance Coverage**

This is the Insured Member's Certificate of Coverage (hereafter Certificate) while insured under the Group Policy (hereafter Policy). It explains the rights and benefits that are determined by the Policy. A copy of the Policy is kept at the principal office of the Policyholder. A Covered Person may inspect it during regular business hours. **READ THE CERTIFICATE CAREFULLY!**

**CONSIDERATION** This Certificate is issued in consideration of the statements made in the Enrollment Form and payment of the initial premium. Coverage is not provided until the first full premium is paid. The first premium pays for the initial Term of coverage. The initial Term of coverage begins at 12:01 a.m. on the Effective Date shown on the Certificate Schedule.

**IMPORTANT NOTICE CONCERNING STATEMENTS IN THE ENROLLMENT FORM**

Please read the Enrollment Form and all documents attached to this Certificate. **Omissions or misstatements in the Enrollment Form or any attached documents may cause Us to deny an otherwise valid claim or rescind coverage.** Carefully check all documents. The Covered Person must advise Our Underwriting Department at the address or numbers listed above within 10 days of the receipt of this Certificate if any information or medical history is incomplete, incorrect, or has changed since the date of the Enrollment Form.

**PREMIUMS** The Company may change premiums for coverage. Premiums may be changed and are due as stated in **Section 6. Premiums.**

**NOTICE OF 30-DAY RIGHT TO EXAMINE CERTIFICATE**

Within thirty (30) days from receipt of this Certificate, the Insured Member may return it for any reason. If returned, this Certificate is void. Any premiums paid on the Certificate will be refunded. This Certificate may be returned to Us or to the agent who sold this Certificate.

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY.** If any proposed Covered Person is eligible for Medicare, such person should review the "Guide to Health Insurance for People with Medicare" available from the Company.

**THIS IS A LIMITED BENEFIT CERTIFICATE — READ IT CAREFULLY!**

**THIS CERTIFICATE PAYS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION ONLY.**

**NO BENEFITS WILL BE PROVIDED DURING THE FIRST YEAR IMMEDIATELY FOLLOWING THE EFFECTIVE DATE OF COVERAGE FOR ANY CLAIMS RESULTING FROM PRE-EXISTING CONDITIONS. IF A POSITIVE DIAGNOSIS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION IS MADE WITHIN THE FIRST 30 DAYS AFTER THE CERTIFICATE IS ISSUED, NO BENEFITS WILL BE PROVIDED FOR THE FOLLOWING TWELVE MONTHS.**

Signed for Us on the Certificate Effective Date.



Secretary



President

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# STANDARD LIFE AND ACCIDENT INSURANCE COMPANY

## GROUP CANCER EXPENSE CERTIFICATE OF INSURANCE

### CERTIFICATE SCHEDULE

**POLICYHOLDER:** [ABC, Inc.]

**INSURED MEMBER:** [John Doe]

**CERTIFICATE NUMBER:** [SLA012345]

**TYPE:** [FAMILY]

**COVERED PERSON(S):**

**CERTIFICATE DATE:**

[John Doe]

[March 1, 2010]

**STATE OF ISSUE:** NEBRASKA

**PRIMARY INSURED'S AGE AT ISSUE:** [32]

Coverage	Maximum Benefit Amount	Annual Premium
Base Policy	Base Policy Benefits	[\$XXX]
[Optional Benefit Riders		
[Annual Cancer Screening Benefit Rider	[\$25, \$50, \$75, \$100, \$125] Per Calendar Year	[\$XXX ]
[First Occurrence Benefit Rider	[\$500, \$1,000, \$1,500, \$2,000, \$2,500, \$3,000, \$3,500, \$4,000, \$4,500, \$5,000, \$5,500, \$6,000, \$6,500, \$7,000, \$7,500, \$8,000, \$8,500, \$9,000, \$9,500, \$10,000] Lifetime Maximum	[\$XXX ]
[Surgical Benefits Rider	[\$500, \$1,000, \$1,500, \$2,000, \$2,500, \$3,000, \$3,500, \$4,000, \$4,500, \$5,000, \$5,500, \$6,000, \$6,500, \$7,000, \$7,500, \$8,000, \$8,500, \$9,000, \$9,500, \$10,000] Per Schedule	[\$XXX ]
[Daily Hospital Confinement Benefit Rider	[\$100, \$150, \$200, \$250, \$300, \$350, \$400, \$450, \$500, \$550, \$600] Per Day	[\$XXX ]
[Annual Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider	[\$2,500, \$5,000, \$7,500, \$10,000, \$12,500, \$15,000, \$17,500, \$20,000] Per Calendar Year	[\$XXX ]
[Daily Radiation Treatment, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider	[\$100, \$200, \$300, \$400, \$500, \$600, \$700, \$800, \$900, \$1,000] Per Day	[\$XXX ]
[First Occurrence Building Benefit Rider	\$100, \$200, \$300, \$400, \$500, \$600] Per Year	[\$XXX ]
[Hospital Intensive Care Unit Benefit Rider	[\$100, \$150, \$200, \$250, \$300, \$350, \$400, \$450, \$500, \$550, \$600, \$650, \$700, \$750, \$800, \$850, \$900, \$950, \$1,000] Per Day	[\$XXX ]
[Specified Disease Benefit Rider Initial Hospitalization Benefit Hospital Confinement Benefit	\$ 1,500 Per Calendar Year \$ 300 per Day for 1 <sup>st</sup> 30 days \$ 600 per Day for 31 or more days of continuous confinement	[\$XXX ]
	<b>Total Annual Premium Amount:</b>	<b>\$</b>
<b>Premium Mode: [Payroll-Monthly]</b>	<b>Total Modal Premium Amount:</b>	<b>\$</b>

## SECTION 1. DEFINITIONS

**“Actual Charge”** means the expense incurred and charged to the Covered Person by the provider of service.

**“Age”** means a Covered Person’s Age as of his/her last birthday.

**“Ambulatory Surgical Center”** means a facility, within the United States, licensed to provide Outpatient surgical care and discharges each patient within the same working day. An Outpatient surgical unit of a Hospital also meets this criteria.

**“Associated Cancerous Condition”** means myelodysplastic blood disorder, myeloproliferative blood disorder, or cancer in situ (a malignant tumor that is confined to the site of origin, the cells of which have not invaded surrounding tissue). Premalignant conditions with malignant potential, other than those specifically named above, are not considered Associated Cancerous Conditions.

**“Audiologist”** means anyone, other than an Immediate Family Member, who is licensed and certified to provide therapy to the hearing impaired.

**“Calendar Year”** means a period of 12 consecutive months starting on January 1 and ending on December 31 of the same year.

**“Cancer”** means a disease manifested by the presence of a malignant tumor that is characterized by the uncontrolled growth and spread of malignant cells that invade tissue, blood, blood forming organs or the lymphatic system. This includes leukemia, Hodgkin’s Disease, lymphoma, carcinoma, sarcoma or malignant tumor. Cancer does not include other conditions which may be considered precancerous, including but not limited to, leukoplakia, actinic keratosis, carcinoid, hyperplasia, polycythemia, nonmalignant melanoma, moles or similar disease or lesions.

**“Cancer Treatment Center”** means a Chemotherapy Treatment Center or Radiation Treatment Center.

**“Certificate Date”** means the date coverage begins under an issued Certificate and is the latest of: (1) the Certificate Date as shown on Your Certificate Schedule; or (2) the date shown on the endorsement or amendment adding the Covered Person to coverage under an issued Certificate.

**“Charity Hospital”** means a Hospital which, in the absence of insurance, does not normally charge for its services.

**“Chemotherapy”** means a drug(s) that: (a) modifies, destroys, slows the growth, or prevents the spread or recurrence of Cancer cells; and (b) is approved by the United States Food and Drug Administration to treat Cancer in humans.

**“Chemotherapist”** means a person who is licensed to administer Chemotherapy or Immunotherapy drugs in the State where such drugs are administered to the Covered Person.

**“Chemotherapy Treatment Center”** means a licensed Clinic or Outpatient section of a Hospital specializing in Chemotherapy or Immunotherapy.

**“Clinic”** means a facility operating under the applicable state law or licensing requirements where specialized medical treatment is given.

**“Colony Stimulating Factor”** means substances that stimulate the production of blood cells or platelets. They must be approved by the United States Food and Drug Administration for use in human Cancer patients being treated with Radiation Treatment, Chemotherapy, or Immunotherapy. Colony Stimulating Factors include, but are not limited to, granulocyte colony stimulating factors and granulocyte-macrophage colony stimulating factors, erythropoietin, epoetin alfa, darbepoetin, filgrastim, pegfilgrastim and sargramostin.

**“Common Carrier”** means only the following: commercial airline, passenger train, or bus line between cities. It does not include: taxis, city bus lines, or private charter airplanes.

**“Convalescent Care Facility”** means an institution that:  
(a) is legally operated to provide care and treatment to sick and injured persons;

- (b) is primarily engaged in providing skilled care under the supervision of a Physician during a period of convalescence for sickness or injury;
- (c) provides 24-hour nursing services by or under the supervision of a Registered Nurse on duty or on call; and
- (d) maintains a medical record of each patient.

Convalescent Care Facility **does not mean** a home or facility that is used primarily for rest; or provides care and treatment for drug addicts, alcoholics or the mentally ill; or primarily provides custodial or educational care.

**“Covered Person”** means any eligible person named as a Covered Person on Your Certificate Schedule. It also means any eligible person who becomes a Covered Person after the Certificate Date as provided in the section titled **ELIGIBILITY AND EFFECTIVE DATE**.

**“Date of Diagnosis”** means the later of:

- (a) the day the tissue specimen is taken;
- (b) the day the definitive diagnostic test is performed that confirms a positive diagnosis when performed by a Pathologist; or
- (c) the day the Positive Diagnosis of Cancer or Associated Cancerous Condition, or one of the listed Specified Diseases if such optional rider is issued, is pronounced when a clinical diagnosis is made.

**“Dependent”** means an Insured Member’s family as follows:

1. The lawful Spouse; or
2. Unmarried children (whether natural, adopted or stepchildren) under age 25; or
3. Unmarried children for whom the Insured Member is required to provide insurance under a medical support order or an order enforceable by a court; and
4. Unmarried children under the age of 25 that the Insured is seeking to adopt through an appropriate legal action before a court of competent jurisdiction over matters of adoption; or
5. Unmarried grandchildren under the age of 25 who are:
  - a.) A child of a child of the Insured Member; and
  - b.) At the time of application for coverage of the grandchild, is a dependent of the Insured Member for federal income tax purposes.

If the Insured Member becomes a legal guardian of a foster child, that child will be treated as an adopted child so long as: 1) the Insured Member continues as the child’s legal guardian; 2) the child is living with the Insured Member and is dependent upon the Insured Member for support; and 3) all other requirements of the Policy are met.

**“Enrollment Form”** means the document(s), signed by You, containing Your answers to Our questions and the member’s representations, which We accepted in good faith as being true, complete and correct, to the best of the Insured Member’s knowledge and belief. The Enrollment Form is the basis upon which We will issue a Certificate of Cancer Expense Insurance and it will be attached to and made a part of any issued Certificate.

**“Evidence of Insurability”** means a statement of a proposed Covered Person’s medical history which We will use to determine if he or she is approved for coverage. Evidence of Insurability will be provided at the proposed Covered Person’s expense.

**“Experimental Treatment”** means chemotherapy or immunotherapy drugs not yet approved by the United States Food and Drug Administration for the treatment of Cancer or Associated Cancerous Condition which are the subject of ongoing clinical studies funded or sponsored by the National Cancer Institute to determine their toxicity, safety, efficacy or their efficacy compared to standard means of treatment. Treatment must be received in the United States or its territories and administered by an Oncologist as defined in this Policy and any issued Certificate. The Oncologist must certify, to the best of his or her knowledge and belief, that no other treatment having United States Food and Drug Administration approval is superior to the proposed Experimental Treatment.

**“Government Hospital”** means a hospital operated by or for an agency of the United States Government.

**“Home Health Care”** means the care and treatment of a Covered Person at his or her place of residence. Home Health Care is covered only if hospitalization or confinement in a Convalescent Care Facility would otherwise have been required. A plan establishing the necessary Home Health Care Services must be approved in writing by the attending Physician. Home Health Care Services must be provided by an agency that meets the qualifications set out below.

**“Home Health Care Agency”** means an entity licensed to provide Home Health Care Services under applicable state law, or, in the absence of such state law, an entity that meets the following requirements:

- (a) it must be primarily engaged in providing Home Health Care Services;
- (b) its policies must be established by a group of professional personnel, including at least one Physician and one Registered Nurse;
- (c) supervision of Home Health Care Services must be performed by a Physician or Registered Nurse;
- (d) it must maintain clinical records on all patients;
- (e) it must have a full time administrator.

**“Home Health Care Services”** means:

- (a) part-time or intermittent home nursing care provided by or under the supervision of a Registered Nurse;
- (b) part-time or intermittent home health aide services that consists primarily of caring for the patient; and
- (c) medical supplies and equipment suitable for home use.

Home Health Care Services **does NOT mean:** (a) services or supplies not included in the Home Health Care plan; (b) services of a person who is an Immediate Family Member; (c) custodial care; (d) services or supplies for personal comfort or convenience; (e) food service or meals; or (f) transportation services.

**“Hormonal Therapy”** means use of a drug that adds, blocks, or removes hormones to slow, stop the growth of or prevent the recurrence of Cancer or Associated Cancerous Condition cells. It must be approved by the United States Food and Drug Administration to treat Cancer or Associated Cancerous Condition in humans.

**“Hospice Center”** means a facility that provides short periods of confinement for terminally ill patients. A Hospice Center must operate a program of hospice care that meets the standards set forth by the National Hospice Organization. It must also be directed by a Physician, supervised by a Registered Nurse, and licensed or certified by the state in which it is located.

**“Hospice Team”** means a team of professionals including a Physician and a Nurse. It may also include a social worker, clergyman, clinical psychologist, physical therapist, or counselor. It must exist primarily to administer a hospice care program meeting the standards of the National Hospice Organization in the patient's home. Care must be available 24 hours a day, seven days a week.

**“Hospital”** means an institution that:

- (a) operates as a Hospital pursuant to law;
- (b) operates primarily for the reception, care and treatment of sick or injured persons as Inpatients;
- (c) provides 24-hour nursing service by Registered Nurses on duty or on call;
- (d) has a staff of one or more Physicians available at all times;
- (e) provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a pre-arranged basis.

Hospital **does NOT include** the following whether free-standing or a section of another facility: (a) convalescent homes or convalescent, rest or nursing facilities; (b) facilities primarily affording custodial or educational care; (c) facilities primarily affording rehabilitative care; or (d) facilities for the aged, drug addicts or alcoholics.

**“Immediate Family Member”** means a person who is related to a Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother and stepsister), or child (includes legally adopted, stepchild or foster child).

**“Immunoglobulin”** means a protein naturally made by plasma cells in response to an antigen (foreign substance). The protein helps destroy the antigen. For the purposes of the Policy or any issued Certificate, the protein may be either natural or recombinant but it must be approved by the United States Food and Drug Administration for use in treating Cancer or Associated Cancerous Condition in humans.

**“Immunotherapy”** means use of a drug including a biological response modifier, biological therapy or biotherapy that meets the following criteria: (1) it stimulates or restores the ability of the immune system to modify, destroy or aid in the prevention of the spread of Cancer or Associated Cancerous Condition cells and (2) it is approved by the United States Food and Drug Administration to treat Cancer or Associated Cancerous Condition in humans. Immunotherapy **does NOT include** Immunoglobulin.

**“Incapacitated Child”** means an unmarried Dependent child who is or becomes incapable of self-support because of physical impairment or mental retardation while being a Covered Person and before attaining Age 25 and who is

primarily dependent on You or Your spouse for support and maintenance.

**“Inpatient”** means confinement in a Hospital where the Covered Person is using and being charged for daily room and board.

**“Insured Member”** means a person who satisfies the eligibility requirements of the Policy as described in **Section 2. Eligibility and Effective Date** and as described in the Enrollment Form.

**“Internal Cancer”** means Cancer other than Skin Cancer.

**“Limiting Age”** for Your children is age 25. This is Your coverage anniversary following the child’s 25<sup>th</sup> birthday.

**“Local or Locally”** means within 30 miles, one way, of the Covered Person’s usual place of residence.

**“Medically Necessary”** means that, based on generally accepted current medical practice, a service or supply is necessary and appropriate for the diagnosis or treatment of Cancer or an Associated Cancerous Condition. We do not consider a service or supply as Medically Necessary if:

- (a) it is provided only as a convenience to the Covered Person or provider;
- (b) it is not appropriate treatment for the Covered Person’s diagnosis or symptoms;
- (c) it exceeds (in scope, duration or intensity) that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- (d) it is Experimental or Investigational Medicine.

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

**“Non-Local or Non-Locally”** means more than 30 miles, one way, and less than 700 miles, one way, from the Covered Person’s usual place of residence.

**“Nurse”** means a graduate Registered Nurse (R.N.); or a Licensed Practical Nurse (L.P.N.); or a Licensed Vocational Nurse (L.V.N.). With respect to the benefits provided under Your Certificate, Nurse will not include an R.N., L.P.N., or L.V.N. who is employed by the Hospital where the Covered Person is confined. Additionally, a Nurse is not one of the Covered Person’s Immediate Family Members.

**“Oncologist”** means a Physician certified to practice in the field of Oncology.

**“Outpatient”** means the Covered Person is not confined in a Hospital.

**“Pathologist”** means a Physician who has been certified by either the American Board of Pathology, the Osteopathic Board of Pathology, or the American Board of Dermatopathology to practice pathological anatomy.

**“Period of Hospital Confinement”** means the period of consecutive days that the Covered Person is an Inpatient in a Hospital on the advice and recommendation of a Physician. It begins on the date the Covered Person is admitted to the Hospital as an Inpatient and ends on the Covered Person’s date of discharge, unless discharge is for the purpose of immediate readmission to another Hospital.

**“Physician”** means a practitioner of the healing arts, including a nurse practitioner, duly licensed, practicing in the United States and legally qualified to treat sickness or injuries. Such person must not be the Covered Person, n Covered Person’s Immediate Family Member or a business associate. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required by any issued Certificate. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians.

**“Policyholder”** means the Employer or Plan Sponsor to whom the Policy is issued and shall include any Affiliated Entities or Subsidiaries.

**“Positive Diagnosis”** means a diagnosis of Cancer or an Associated Cancerous Condition that is diagnosed by a Physician certified by the American Board of Pathology or the Osteopathic Board of Pathology to practice Pathologic Anatomy. Pathologic interpretation of the histology of skin lesions will be accepted from a licensed dermatologist. The diagnosis must be based on a microscopic examination of fixed tissue or preparations from the blood system (either during life or postmortem). The pathologist making the diagnosis will base judgment solely on the criteria of “malignancy” as accepted by the American Board of Pathology or the Osteopathic Board of Pathology

after a study of the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen.

A clinical diagnosis of Cancer or an Associated Cancerous Condition will be accepted as evidence that Cancer or an Associated Cancerous Condition exists in a Covered Person when a pathological diagnosis cannot be made, provided medical evidence substantially documents the diagnosis of Cancer or an Associated Cancerous Condition and the Covered Person received definitive treatment for Cancer or an Association Cancerous Condition. If the requisite pathological clinical diagnosis can only be made postmortem, liability will be assumed retroactively beginning with the date the terminal admission to the Hospital for not less than 45 days before the date of death.

**“Pre-existing Condition(s)”** means any condition, Cancer or Associated Cancerous Condition, or a listed Specified Disease if that optional rider is issued, which was diagnosed by a Physician or for which medical consultation, advice or treatment was recommended by or received from or sought from a Physician within one year prior to a Covered Person’s Certificate Date.

**“Radiation Treatment”** means x-ray therapy, gamma ray therapy, particle beam therapy, proton beam therapy, or intensity-modulated radiation therapy, brachytherapy, radioactive isotopes therapy, radioactive iodine, cobalt, palladium, cesium or iridium that is approved by the United States Food and Drug Administration for the treatment of Cancer or Associated Cancerous Condition in humans and is used to modify, destroy, slow the growth or prevent recurrence of Cancer or Associated Cancerous Condition cells. The treatments discussed above are not covered when used for diagnostic or planning purposes.

**“Radiation Treatment Center”** means a Clinic or outpatient section of a Hospital specializing in Radiation Treatment of Cancer or Associated Cancerous Condition on an Outpatient basis.

**“Radiation Therapist”** means a Physician, Nurse or other medical personnel who are licensed to administer Radiation Treatment. The medical professional must also be certified by the American Board of Radiology to administer therapeutic radiation.

**“Skin Cancer”** means basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark’s Level I or II or Breslow level equal to or less than 1.5 mm.

**“Tentative Diagnosis”** means a diagnosis by a qualified Physician, based on the Physician’s experience, training and expertise, when a Positive Diagnosis cannot be made due to medical reasons.

**“Terminally III”** means the Covered Person has a life expectancy of 6 months or less.

**“Total Disability / Totally Disabled”** means that, as a result of Cancer or Associated Cancerous Condition, the Insured Member is:

- (a) unable to perform all of the substantial or material duties of the Insured Member’s regular occupation during the first two years beginning with the commencement of such disability;
- (b) unable to engage in any employment or occupation for which the Insured Member is or becomes qualified by reason of education, training or experience after the first two years beginning with the commencement of such disability; and
- (c) under the care of a Physician.

If 60 days or less separate two periods of Total Disability for the same Cancer or Associated Cancerous Condition, the second will be a continuation of the first.

**“We, Our, Us, or Company”** means Standard Life and Accident Insurance Company.

**“You or Your”** means the Applicant named on the Enrollment Form.

## SECTION 2. ELIGIBILITY AND EFFECTIVE DATE

A person eligible for coverage under the Policy must apply for insurance within 30 days of the Policy Date or within 30 days from the date that the person first becomes eligible for coverage under the Policy. If the person does not apply within such 30 days, he/she may be subject to additional Evidence of Insurability.

**COVERED PERSON’S EFFECTIVE DATE:** Forms provided by Us must be used when applying for insurance.

The insurance for a Covered Person will take effect on Your Certificate Date assigned by Us and shown in Your Certificate Schedule.

Coverage with respect to any Covered Person is not effective until after You have submitted to Us the required Enrollment Form and Evidence of Insurability, if required, along with any premium due.

On the Certificate Date, only the Insured Member, spouse and eligible Dependants listed by name on Your Certificate Schedule are covered under this Policy.

### SECTION 3. DEPENDENT PROVISIONS

#### **NEWBORN CHILDREN**

The Insured Member's newborn child is automatically covered from the moment of birth for up to 90 days. Coverage for newborns will be the same as for all other covered Insured Member's Dependents. If the Insured Member does not have other covered Dependents and wants uninterrupted coverage, the Insured Member will have the option to add Dependent child coverage. The Insured Member must notify the Company in writing within the greater of 90 days or the next premium due date of such birth and pay the required additional premium (if any), in order for coverage for the newborn child to continue beyond such 90 day period.

#### **ADOPTED CHILDREN**

An adopted child is automatically covered for up to 60 days after filing petition for adoption. Coverage will begin from the moment of birth if the petition for adoption and application for coverage is received within 60 days after the birth of the minor. Coverage for such child will be the same as for all other covered Insured Member's Dependents. If the Insured Member does not have other covered Dependents and wants uninterrupted coverage, the Insured Member will have the option to add Dependent child coverage. The Insured Member must notify the Company in writing within 60 days after the filing of the petition for adoption and pay additional premium (if any), in order for coverage of the adopted child to continue beyond such 60 day period.

The coverage will terminate upon the dismissal or denial of a petition for adoption.

#### **COURT ORDERED CUSTODY**

We will not restrict or deny coverage due to the fact that: 1) a Dependent child does not reside with the noncustodial parent; or 2) the parent-child relationship was established through a paternity action; or 3) the minor child is covered through the state-administered Medicaid program; or 4) the minor child is not claimed as a dependent on the noncustodial parent's federal or state income tax return.

### SECTION 4. BENEFITS

We will pay the benefits described below for the treatment of a Covered Person's Cancer or an Associated Cancerous Condition in accordance with the provisions of the Policy. Benefits are payable for a Positive Diagnosis that occurs after the Certificate Date. The Positive Diagnosis must be for Cancer or an Associated Cancerous Condition as defined in an issued Certificate.

If Cancer or an Associated Cancerous Condition is diagnosed while any Covered Person is confined in the Hospital, benefits will begin on the day of admission or 10 days prior to the date of diagnosis if this is more favorable to the Covered Person. Admission to the Hospital must begin after the Certificate Date. If a Positive Diagnosis is made within 12 months after a Tentative Diagnosis, benefits will be paid from the date of the Tentative Diagnosis if the Tentative Diagnosis is made after the Certificate Date.

#### **DESCRIPTION OF BENEFITS**

**POSITIVE DIAGNOSIS BENEFIT** - We will pay the Actual Charge, not to exceed \$300 per Calendar Year, for one test that confirms the positive diagnosis of Cancer or Associated Cancerous Condition in a Covered Person. This benefit is not payable for multiple diagnoses of the same Cancer or Associated Cancerous Conditions that metastasizes or for recurrence of the same Cancer or Associated Cancerous Condition.

**NATIONAL CANCER INSTITUTE DESIGNATED COMPREHENSIVE CANCER TREATMENT CENTER EVALUATION / CONSULTATION BENEFIT** -If a Covered Person receives a positive diagnosis and seeks an evaluation or consultation at a National Cancer Institute designated Comprehensive Cancer Treatment Center for the purpose of obtaining a treatment option opinion, We will pay the Actual Charge not to exceed a lifetime maximum of \$750. If the Comprehensive Cancer Treatment Center is located more than 30 miles from the Covered Person's place of residence, We will also pay the transportation and lodging expenses incurred not to exceed a lifetime maximum of \$350. This benefit is not payable on the same day a Second or Third Surgical Opinion Benefit is payable. This benefit is payable in lieu of the Non-Local Transportation and Lodging Expense Benefits of this Certificate. This benefit is payable one time during the lifetime of the Covered Person.

**SECOND AND THIRD SURGICAL OPINION EXPENSE BENEFIT** – If surgery is recommended for the removal of Cancer or Associated Cancerous Condition, We will pay the Actual Charge for a written second surgical opinion concerning the Cancer or Associated Cancerous Condition surgery. If the second surgical opinion is in conflict with the first opinion, We will pay the Actual Charge for a written third surgical opinion. The Physician providing the second or third surgical opinion cannot be associated with the Physician who originally recommended the surgery. This benefit is not payable for the same day the National Cancer Institute Evaluation/Consulting Benefit is payable.

**OUTPATIENT HOSPITAL OR AMBULATORY SURGICAL CENTER EXPENSE BENEFIT** - We will pay the Actual Charge, not to exceed \$350 per day, made by an Ambulatory Surgical Center or Outpatient department of a Hospital for the use of its facilities during the performance of a surgical procedure covered under Your Certificate.

**MEDICAL IMAGING, TREATMENT PLANNING AND MONITORING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$1,000 per Calendar Year, for any combination of laboratory tests, routine or diagnostic X-rays, scans or medical images and their interpretation when used in the planning or monitoring of external radiation, internal radiation, Chemotherapy or Immunotherapy treatments of Cancer or Associated Cancerous Condition.

**ANTI-NAUSEA MEDICATION EXPENSE BENEFIT** - We will pay the Actual Charge for anti-nausea medication not to exceed \$150 per Calendar Month when a Covered Person is prescribed such medication as the result of Radiation Treatment, Chemotherapy, or Immunotherapy treatments for Cancer or Associated Cancerous Condition.

**COLONY STIMULATING FACTOR OR IMMUNOGLOBULIN EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed \$1,000 per calendar month for Colony Stimulating Factor Drugs or Immunoglobulins prescribed by a Physician or Oncologist during a Covered Person's Cancer or Associated Cancerous Condition treatment regimen for which benefits are payable under the Radiation, Chemotherapy and Immunotherapy Benefit of Your Certificate or rider attached to it.

**OUTPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets, or blood transfusions, on an Outpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**INPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets or blood transfusions, on an Inpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**BONE MARROW DONOR EXPENSE BENEFIT** - **Applies only if the Daily Hospital Confinement Benefit Rider is shown in the Certificate Schedule.** When a Covered Person receives bone marrow or stem cells from another live person for the purpose of a bone marrow or stem cell transplant in connection with the Covered Person's Internal Cancer or Associated Cancerous Condition treatment, We will pay the Daily Hospital Confinement Benefit amount shown on the Certificate Schedule for each day the donor is confined in a Hospital for the harvesting of bone marrow or stem cells used in a covered bone marrow or stem cell transplant.

**BONE MARROW OR STEM CELL TRANSPLANT EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed a lifetime maximum of \$15,000 for surgical and anesthesia procedures (including the harvesting and subsequent re-infusion of blood cells or peripheral stem cells) performed for a bone marrow transplant and/or a peripheral stem cell transplant for the treatment of a Covered Person's Internal Cancer or Associated Cancerous Condition. This benefit will be paid in lieu of the benefit provided by the optional Surgical Expense Benefit Rider.

**INPATIENT OXYGEN EXPENSE BENEFIT** – When a Covered Person is confined to a Hospital for the treatment of Cancer or Associated Cancerous Condition and requires oxygen that is prescribed and ordered by

a Physician, We will pay the Actual Charge for the oxygen used not to exceed \$300 per Hospital confinement.

**ATTENDING PHYSICIAN EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 40 per day for the professional services of a Physician or Oncologist rendered to a Covered Person while he or she is confined in a Hospital for the treatment of Cancer or Associated Cancerous Condition. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Covered Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**INPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$150 per day for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined in a Hospital for the treatment of Cancer or Associated Cancerous Condition. The Nurse must provide services other than those normally provided by the Hospital. The Nurse may not be an employee of the Hospital or an Immediate Family Member of the Covered Person.

**OUTPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** – Following a Covered Person's Hospital confinement for the treatment of Cancer or Associated Cancerous Condition, We will pay the Actual Charge not to exceed \$ 150 per day, limited to the same number of days of such Hospital confinement, for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined indoors at home as the result of Cancer or Associated Cancerous Condition. This benefit is not payable if the services of the Nurse are custodial in nature or to assist the Covered Person in the activities of daily living. This benefit is not payable when the Nurse is a member of the Covered Person's Immediate Family.

**HOME HEALTH CARE EXPENSE BENEFIT** -We will pay benefits for the following covered charges when a Covered Person requires Home Health Care for the treatment of Cancer or Associated Cancerous Condition.

1. Home Health Care Visits - We will pay the Actual Charge for Home Health Care Visits not to exceed \$ 75 for each day on which one or more such visits occur. We will not pay this benefit for more than 60 days in any Calendar Year.
2. Medicine and Supplies - We will pay the Actual Charge not to exceed \$450 in any Calendar Year for drugs, medicine, and medical supplies provided by or on behalf of a Home Health Care Agency.
3. Services of a Nutritionist - We will pay the Actual Charge not to exceed a lifetime maximum of \$300 for the services of a nutritionist to set up programs for special dietary needs.

**CONVALESCENT CARE FACILITY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$100 per day for a Covered Person's confinement in a Convalescent Care Facility. The maximum number of days for which this benefit is payable will be the number of days in the Covered Person's last Period of Hospital Confinement that immediately preceded admission to the Convalescent Care Facility. The Convalescent Care Facility confinement must:

1. be due to Cancer or Associated Cancerous Condition;
2. begin within 14 days after the Covered Person has been discharged from a Hospital for the treatment of Cancer or Associated Cancerous Condition; and
3. be authorized by a Physician as being Medically Necessary for the treatment of Cancer or Associated Cancerous Condition.

**HOSPICE CARE EXPENSE BENEFIT** – When a Covered Person, as a result of Cancer or Associated Cancerous Condition, requires Hospice Care, We will pay the Actual Charge for Hospice Care not to exceed \$ 100 per day. This benefit is payable whether confinement is required in a Hospice Center or services are provided in the Covered Person's home by a Hospice Team. Eligibility for benefit payments will be based on the following conditions being met: (1) the Covered Person has been given a prognosis of being Terminally Ill with an estimated life expectancy of 6 months or less; and (2) We have received a written summary of such prognosis from the attending Physician. We will not pay this benefit while the Covered Person is confined to a Hospital or Convalescent Care Facility. The lifetime maximum benefit is 365 days of Hospice Care.

**NON-LOCAL TRANSPORTATION EXPENSE BENEFIT** - We will pay the Actual Charge for Non-Local transportation not to exceed coach fare on a Common Carrier for the Covered Person and one adult companion's travel to a Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center where the Covered Person receives treatment for Cancer or Associated Cancerous Condition. This benefit is payable only if the treatment is not available Locally. The adult companion may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. At the option of the Covered Person, We will pay a single private vehicle mileage allowance of 50 cents per mile for Non-Local transportation in lieu of the common carrier coach fare.

**LODGING EXPENSE BENEFIT** - When a Covered Person receives treatment for Cancer or Associated Cancerous Condition at a Non-Local Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center, We will pay the Actual Charge not to exceed \$ 75 per day for a room in a motel, hotel or other appropriate lodging facility (other than a private residence). The room must be occupied by the Covered Person or an adult companion, which may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. This benefit is not payable for lodging expense incurred more than 24 hours before the treatment, nor for lodging expense incurred more than 24 hours following treatment. This benefit is limited to 100 days per Calendar Year.

**AMBULANCE EXPENSE BENEFIT** - We will pay the Actual Charge for ambulance service if a Covered Person is transported to a Hospital where he or she is admitted as an Inpatient for the treatment of Cancer or Associated Cancerous Condition. The ambulance service must be provided by a licensed professional ambulance company or an ambulance owned by the Hospital.

**PROSTHESIS EXPENSE BENEFIT:**

**(a) Surgically Implanted Breast Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or an Associated Cancerous Condition, and a surgically implanted prosthetic device is prescribed by a Physician, We will pay the Actual Charge not to exceed a maximum of \$3,000 per such device. This benefit has a total lifetime maximum benefit of \$6,000. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**(b) Non-Surgically Implanted Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or Associated Cancerous Condition, and an artificial limb or other non-surgically implanted prosthetic device is required and prescribed by a Physician to restore normal body function, We will pay the Actual Charge not to exceed a lifetime maximum of \$ 2,000 per such device. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**HAIRPIECE EXPENSE BENEFIT** – If a Covered Person suffers hair loss due to treatment of Cancer or Associated Cancerous Condition, We will pay the Actual Charge not to exceed a lifetime maximum of \$150 for the purchase of a wig or hairpiece.

**RENTAL OR PURCHASE OF MEDICAL EQUIPMENT EXPENSE BENEFIT** – If, as the result of Cancer or Associated Cancerous Condition, the attending Physician prescribes covered medical equipment designed for home use, We will pay the lesser of the Actual Charge for the rental or purchase of such medical equipment not to exceed \$1,500 per Calendar Year. Monthly rental charges are not payable in advance. Covered medical equipment includes wheel chair, oxygen equipment, respirator, braces, crutches or hospital bed.

**PHYSICAL, SPEECH AND AUDIO THERAPY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 25 per therapy session for:

1. Physical therapy treatments given by a licensed Physical Therapist, or
2. Speech therapy given by a licensed Speech Pathologist/Therapist; or
3. Audio therapy given by a licensed Audiologist.

These therapy sessions may be given at an institute of physical medicine and rehabilitation, a Hospital, or the Covered Person's home. These treatments must be given on an Outpatient basis, unless the primary purpose of a Hospital confinement is for treatment of Cancer or an Associated Cancerous Condition other than with physical, speech or audio therapy. Benefits under this section may not exceed \$1,000 per Calendar Year.

**MENTAL HEALTH CONSULTATION BENEFIT** – We will pay the Actual Charge not to exceed \$50 per session for mental health consultations provided by a Physician for a Covered Person receiving treatment for Cancer or an Associated Cancerous Condition covered under Your Certificate. Benefits are limited to a lifetime maximum of 50 sessions.

**TUTORIAL BENEFIT** – We will pay the Actual Charge not to exceed \$20 per each one-hour session for educational tutoring provided by a qualified person for a covered Dependent child receiving treatment for Cancer or an Associated Cancerous Condition covered under the Certificate. Benefits are limited to a lifetime maximum of 50 one-hour sessions. A qualified person providing the tutoring must not be an Immediate Family Member.

**WHEELCHAIR ACCESSIBLE HOME MODIFICATIONS** - When a Covered Person is confined to a wheel chair as the result of treatment of Cancer or an Associated Cancerous Condition and benefits were paid for the wheel chair's rental or purchase under this Policy, We will pay the Actual Charge not to exceed a lifetime maximum of \$1,000 for bathroom or door modification of the Covered Person's home which is required for wheel chair access by the Covered Person.

**WAIVER OF PREMIUM BENEFIT** - We will waive the premiums starting on the first premium due date following a 60 day period of Total Disability of the Insured Member due to Cancer or an Associated Cancerous Condition. The Insured Member must: (1) be receiving treatment for such Cancer or an Associated Cancerous Condition for which benefits are payable under the Certificate; and (2) remain disabled for 60 consecutive days. We will waive premiums for as long as the Insured Member remains Totally Disabled. Premiums will be waived in accordance with the mode of payment in effect when treatment began.

If the Insured Member is retired or Age 65 and over at the time he or she becomes Totally Disabled, the definition of Total Disability will mean the inability to perform two (2) or more of the ADL's (Activities of Daily Living) listed below without the assistance of another person. ADL's are defined as activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without assistance, allowing personal independence in everyday living. The ADL's are:

1. Transferring - moving between the bed and a chair or the bed and a wheelchair;
2. Dressing - putting on and taking off all necessary items of clothing;
3. Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
4. Eating - all major tasks of getting food into the body;
5. Bathing - getting into or out of the tub or shower and otherwise washing the parts of the body.

We may ask for and use an independent consultant to determine whether the Insured Member can perform an ADL when this benefit is in force.

**[CONTINUATION OF COVERAGE BENEFIT** – We will waive all monthly premiums due for Your Certificate and in force riders for two months if You meet all of the following conditions:

1. Your Certificate has been in force for at least six months;
2. We have received premiums for at least six consecutive months;
3. Your premiums have been paid through list bill, common remitter or payroll deduction;
4. You or the Policyholder has notified Us in writing within 30 days of the date the Insured Member's premium payments ceased due to the Insured Member being no longer affiliated with the Policyholder; and
5. You re-establish premium payments through: a) a new list bill, common remitter or payroll deduction process through current employment; or b) direct payment to Us in an automatic deduction system established by Us.

You will become eligible again to receive this benefit after: a) You re-establish the premium payments through list bill, common remitter or payroll deduction for a period of at least six months; and b) We receive premiums for at least six consecutive months.]

## **SECTION 5. EXCLUSIONS AND LIMITATIONS**

No benefits will be paid for

1. any loss due to any injury, accident, sickness, disease or illness other than Cancer or Associated Cancerous Condition;
2. care and treatment received outside the territorial limits of the United States;
3. treatment by any program engaged in research that does not meet the criteria for Experimental Treatment, as defined;
4. treatment that has not been approved by a Physician as being Medically Necessary; or
5. losses or medical expenses incurred prior to Your Certificate Date regardless of the date of Positive Diagnosis.

If a positive diagnosis for cancer or an associated cancerous condition is made within the first 30 days after the Certificate is issued, no benefits will be provided for the following 12 months. After such 12 month period, benefits will be available only on a go forward basis.

### **PRE-EXISTING CONDITION(S) LIMITATION**

The benefits of any issued Certificate will not be payable during the first 12 months that coverage is in force with respect to a Covered Person for a loss caused by a Pre-Existing Condition disclosed or not disclosed on the Enrollment Form. This 12 month period is measured from the effective date of coverage for each Covered Person.

## **SECTION 6. PREMIUMS**

Your first premium and premium payment mode are shown in Your Certificate Schedule. Subsequent premiums are due and payable on the premium due date. We reserve the right to change the premium rates on any premium due

date after the first anniversary of coverage. We will give You 60 days advanced written notice of any premium change. In addition, if a change in benefits increases Our liability, premium rates may be changed on the date the liability is increased.

If payroll deduction facilities are available to You, the premium will be deducted from Your pay and remitted to Us. If there are no payroll deduction facilities available to You, premiums must be remitted directly to Us unless otherwise agreed to by You and the Company.

**GRACE PERIOD:** We grant a grace period of 31 days for each premium payment due after the first premium payment. Coverage remains in force during the grace period unless You or the Policyholder has given Us written notice of Your cancellation. There is no grace period if We have been given such a cancellation notice.

## SECTION 7. TERMINATION PROVISIONS

Termination of coverage will not affect any claim for a covered loss that occurred while coverage was in force.

**TERMINATION OF YOUR COVERAGE:** Your coverage will terminate on the date premiums are not received when due, subject to the GRACE PERIOD provision. Your coverage will also terminate on the date You perform an act or practice that constitutes fraud.

**TERMINATION OF DEPENDENT COVERAGE:** Coverage for a Dependent will terminate on the date Your coverage terminates, except when coverage continues with Your Spouse as the new Insured Member. Coverage will terminate on the date a Covered Person performs an act or practice that constitutes fraud or the date premiums are not received when due, subject to the GRACE PERIOD provision. Coverage for Dependent persons may also terminate as explained in the following paragraphs.

Coverage for each Dependent child will terminate on the renewal date following the earlier of: (a) his or her attainment of the limiting age; or (b) marriage. It is Your obligation to notify Us if and when either of these events occur.

Our acceptance of premium after such termination date will be considered as premium only for the remaining persons who qualify for coverage. Our liability will be limited to a refund of any subsequent overpayment. If your premium needs to be changed due to the termination of Dependent coverage, You must notify Us and We will adjust it accordingly.

Coverage for a mentally or physically handicapped Dependent child that is covered under the Policy and who became incapacitated prior to their 26th birthday will not end when scheduled if the child depends on the Insured Member for primary support and maintenance. Proof of the incapacity or dependency must be furnished to Us upon our request and at Our expense. The premium for such child's continued coverage will remain at the child rate until the child is no longer dependent or incapacitated. The Insured Member must notify Us if the incapacity or dependency is removed or terminated.

A Dependent child who is a Covered Person and reaches the termination date due to **LIMITING AGE**; and is not otherwise eligible for continuation as described in the immediate preceding paragraph; is eligible for a conversion privilege. We will provide coverage without regard to health status and issue a new Certificate to the Covered Person subject to the following rules: the Covered Person must apply to Us in writing within 31 days after coverage terminates and the Covered Person must pay the first full premium for the new Certificate at the time of application. Premiums for the new Certificate will be based on the Covered Person's age and class at the time of application using the table of rates We have in effect when coverage ends.

**CONTINUATION OF COVERAGE:** If You are no longer affiliated with the Policyholder or if the Policy is terminated for reasons other than non-payment of premium or fraud, We agree thereafter to renew the previously issued Certificate coverage for each term as long as You continue to pay the required premium when due. You must notify Us of the change in status within 31 days of such change. Direct premium payments will begin following the end of the period for which premium has been paid.

If You die while Your Spouse is a Covered Person under an issued Certificate, We agree thereafter to renew the coverage for each term as long as the Spouse pays the required premium before the end of the grace period.

**DISSOLUTION OF MARRIAGE:** If You or Your Spouse dissolve the marriage, and Your Spouse is named as a Covered Person on the Certificate Schedule for this coverage, or was made a Covered Person pursuant to Certificate endorsement procedures, You must provide Us with an actual, written notice of said divorce. Coverage for a Spouse or ex-spouse, if a Covered Person, will terminate 30 days following the date We receive actual, written notice from You or Your insured Spouse of a divorce, regardless of the date of the divorce decree. You may not add a new Spouse as a Covered Person under any issued Certificate until Your covered ex-spouse has been terminated from coverage pursuant to these procedures.

## SECTION 8. GENERAL PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 30 days after any loss covered by an issued and in force Certificate occurs or starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received by Us at our Home Office in Galveston, Texas. It should include Your name and Certificate number.

**CLAIM FORMS:** When We receive the notice of claim, We will send the claimant forms for filing proof of loss. If these forms are not sent to the claimant within 15 days, the claimant will be deemed to have met the proof of loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

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

**TIME OF PAYMENT OF CLAIMS:** We will pay benefits due under this Policy for a covered loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid no less than monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

**PAYMENT OF CLAIMS:** All benefits due under the Policy will be paid to the Covered Person or the Covered Person's estate. If they are payable to the Covered Person's estate, the Company may pay such benefits, up to an amount not to exceed \$1,000, to any of the Covered Person's relatives by blood or marriage who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision will fully discharge the Company to the extent of such payment.

**ASSIGNMENT:** Subject to any written direction of the Covered Person in the application or otherwise, all or a portion of any benefits provided by the Policy may, at the Company's option and unless the Covered Person requests otherwise in writing not later than the time of filing proofs of loss, be paid directly to the provider or facility rendering such services; but it is not required that the service be rendered by a particular provider or facility.

**PHYSICAL EXAMINATION:** We have the right to have a Covered Person examined at Our expense when and as often as is reasonable during the handling of a claim.

**RIGHT OF RECOVERY:** When an overpayment has been made by Us, We will have the right at any time to: a) recover that overpayment from the person to whom or on whose behalf it was made; or b) offset the amount of that overpayment from a future claim payment.

**ENTIRE CONTRACT:** The Policy, the Application(s), the Certificate, Enrollment Form(s) and any attached papers make up the entire contract between You and the Company. In the absence of fraud, all statements made by You will be considered representations and not warranties. No written statement made by You will be used in any contest unless a copy of the statement is furnished to You or Your authorized personal representative.

**TIME LIMIT ON CERTAIN DEFENSES:** After three years from Your Certificate Date We cannot use misstatements, except fraudulent misstatements, in the Enrollment Form to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after one year from Your Certificate Date shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existed prior to Your Certificate Date.

The above provisions also apply to riders attached to an issued Certificate. In applying them, the word "rider" will be used for the word "Certificate".

**LEGAL ACTIONS:** A Covered Person cannot bring any action at law or in equity to recover under this Certificate for at least 60 days after he or she has given Us written Proof of Loss. No such action shall be brought after three (3) years from the time written Proof of Loss is required to be given.

**REINSTATEMENT:** Coverage lapses if You do not pay Your premium before the end of the Grace Period. Our later acceptance of premium (or one of our authorized agent's acceptance of premium) without requiring an application for reinstatement, reinstates coverage under Your Certificate.

We will require an application for reinstatement. We will subject all representations made in this application to all of the provisions of the Group Policy and Certificate of coverage, including **TIME LIMIT ON CERTAIN DEFENSES**. If We approve the application for reinstatement, We will reinstate coverage as of the approval date of the reinstatement Enrollment Application. If We do not approve the reinstatement and do not notify You in writing of the disapproval, We must reinstate coverage. The reinstatement will take place on the 45<sup>th</sup> day following the date of the reinstatement Enrollment Application. The reinstated plan only covers a loss that results from Cancer or an Associated Cancerous Condition that You or a Covered Person sustains after reinstatement; or a Positive Diagnosis made 30 days or more after the date of reinstatement.

In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted or attached to Your reinstated coverage. We will apply any premiums that We accept for reinstatement to a period for which You have not paid premiums. We will not apply any premium to any period more than 60 days before the reinstatement date.

**WE WILL NOT CONSIDER A REQUEST FOR REINSTATEMENT THAT YOU MAKE MORE THAN 180 DAYS AFTER YOUR CERTIFICATE LAPSED.**

**MISSTATEMENT OF AGE:** If the age of a Covered Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Covered Person's true age. No misstatement of age will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

**CONFORMITY WITH STATE STATUTES:** On the Certificate Effective Date, if any contract provision conflicts with the laws of the state of issue, it shall be deemed to conform to such law.

SERFF Tracking Number: ANTX-127696874 State: Arkansas  
 Filing Company: Standard Life and Accident Insurance Company State Tracking Number: 49981  
 Company Tracking Number:  
 TOI: H07G Group Health - Specified Disease - Limited Benefit Sub-TOI: H07G.002A Dread Disease - Cancer Only  
 Product Name: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR  
 Project Name/Number: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR/SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	10/14/2011
<b>Comments:</b>		
<b>Attachment:</b> Readability Certification SL.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application	Approved-Closed	10/14/2011
<b>Bypass Reason:</b> Included under Forms Tab		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> ASSOCIATION BYLAWS AND CONSTITUTION AND MASTER POLICY	Approved-Closed	10/14/2011
<b>Comments:</b>		
<b>Attachments:</b> Pages from AAPFI BYLAWS AND CONSTITUTION 1-7.pdf Pages from AAPFI BYLAWS AND CONSTITUTION- 8-15.pdf Pages from AAPFI BYLAWS AND CONSTITUTION 16-20.pdf Pages from AAPFI BYLAWS AND CONSTITUTION 21-22.pdf Pages from AAPFI BYLAWS AND CONSTITUTION-23-25.pdf Pages from AAPFI BYLAWS AND CONSTITUTION-26-30.pdf Pages from AAPFI BYLAWS AND CONSTITUTION-31-37.pdf Pages from AAPFI BYLAWS AND CONSTITUTION-38-41.pdf Pages from AAPFI BYLAWS AND CONSTITUTION-42-46.pdf GROUP CANCER POLICY Association.pdf		

	<b>Item Status:</b>	<b>Status</b>
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SERFF Tracking Number: ANTX-127696874 State: Arkansas  
Filing Company: Standard Life and Accident Insurance Company State Tracking Number: 49981  
Company Tracking Number:  
TOI: H07G Group Health - Specified Disease - Limited Benefit Sub-TOI: H07G.002A Dread Disease - Cancer Only  
Product Name: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR  
Project Name/Number: SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR/SL-GECAN-P-10-AR AND SL-GACAN-C-10-AR

**Satisfied - Item:** PREVIOUSLY APPROVED Approved-Closed **Date:** 10/14/2011  
REPLACEMENT AND  
DUPLICATION NOTICE AND  
CONSUMER NOTICE

**Comments:**

**Attachments:**

DUPLICATION NOTICE.pdf  
REPLACEMENT NOTICE.pdf  
AR Imp Information Notice.pdf



## READABILITY CERTIFICATION

We hereby certify that the following forms have achieved a Flesch scale readability score which meets the minimum reading ease score as required by your state:

**SL-GACAN-C-10-AR – Group Association Cancer Certificate**  
**SLCANAPP10ASCGRP – Association Cancer Enrollment Form**  
**SL-GECAN-P-10-AR– Group Employer Policy**  
**SL-GECAN-C-10-AR – Group Employee Certificate**  
**EBSA102 – Group Employer Application**  
**SLCANAPP10GRP – Group Employee Enrollment Form**  
**SL-SBR-09 – Surgical Benefits Rider**  
**SL-SDBR-09 – Specified Disease Benefits Rider**  
**SL-HICUBR-09 – Hospital ICU Benefits Rider**  
**SL-FOBR-09 – First Occurrence Benefit Rider**  
**SL-FOBBR-09 – First Occurrence Benefit Building Rider**  
**SL-DRCIETR-09 – Daily Radiation, Chemo Benefit Rider**  
**SL-ARCIETR-09 – Annual Radiation, Chemo Benefit Rider**  
**SL-ACSB-09 – Annual Cancer Screening Benefit Rider**  
**SL-DHCBR-09 – Daily Hospital Confinement Benefit Rider**

**James P.  
Stelling**

Digitally signed by James P. Stelling  
DN: cn=James P. Stelling, c=US,  
o=Standard Life and Accident  
Insurance Company, ou=Vice  
President, Health Compliance,  
email=jim.stelling@anico.com  
Date: 2011.10.07 11:05:21 -05'00'

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James P. Stelling.  
Vice President, Health Compliance

10/07/2011

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Date of Signature

**Non-Profit Articles of Incorporation**  
**For**  
**National Association of Seniors, Consumers, and Retirees**

To: State of Nebraska  
Mr. John A. Gale, Secretary of State  
Room 1305 State Capitol, PO Box 94608  
Lincoln, NE 68509

**Pursuant to the provisions of the state of Nebraska non-profit Corporation Act, the undersigned adopts the following Articles of Incorporation:**

- Article 1: The name of the corporation is: **National Association of Seniors, Consumers, and Retirees**
- Article 2: This Corporation is a mutual benefit corporation.
- Article 3: The name and address of the initial registered agent and registered office are:
- CT Corporation System**  
**301 South 13<sup>th</sup> Street, Ste. 500**  
**Lincoln, NE 68508**
- Article 4: The names and addresses of each Incorporator being as follows:
- Lance Peter Ringler, 503 Merganser Trail, Clinton, MS 39056**
- Article 5: The Association will have members.
- Article 6: In the event of dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

Article 7: The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

7-20-08

Date

A handwritten signature in black ink, appearing to read 'LR', is written over a horizontal line.

Signature

Printed Name: Lance Ringler

ARTICLES OF AMENDMENT FOR

NATIONAL ASSOCIATION OF SENIORS, CONSUMERS, AND RETIREES

To: State of Nebraska  
Mr. John A. Gale, Secretary of State  
1445 "K" Street, State Capitol Suite 1301  
Lincoln, NE 68509

**Pursuant to the provisions of the state of Nebraska non-profit Corporation Act, the undersigned adopts the following Amendment to the Articles of Incorporation:**

1. The Name of the corporation is: American Alliance for Personal Financial Independence
2. The date of the amendment's adoption is as follows: 9-3-2009
3. The amendment was adopted by the incorporators and member action was not required.



Signature

Lance Ringler, Incorporator

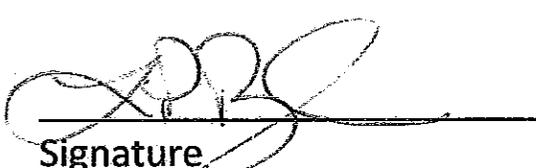
ARTICLES OF AMENDMENT FOR

NATIONAL ASSOCIATION OF SENIORS, CONSUMERS, AND RETIREES

To: State of Nebraska  
Mr. John A. Gale, Secretary of State  
1445 "K" Street, State Capitol Suite 1301  
Lincoln, NE 68509

**Pursuant to the provisions of the state of Nebraska non-profit Corporation Act, the undersigned adopts the following Amendment to the Articles of Incorporation:**

1. The Name of the corporation is: American Alliance for Personal Financial Independence
2. The date of the amendment's adoption is as follows: 9-3-2009
3. The amendment was adopted by the incorporators and member action was not required.



Signature

Lance Ringler, Incorporator

**BY-LAWS**  
**OF**  
**“AMERICAN ALLIANCE FOR PERSONAL FINANCIAL INDEPENDENCE”**

**ARTICLE I**  
**PURPOSES**

The purpose of “American Alliance for Personal Financial Independence” (“association”) is:

“Educational as stated in the certificate of Incorporation; as well as any powers as are now or may hereafter be granted to not-for-profit corporations in the State of Nebraska.

**ARTICLE II**  
**OFFICES**

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Nebraska as the Board of Directors may from time to time determine.

**ARTICLE III**  
**MEMBERS**

Section 1.     Classes of Members.   The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2.     Voting Rights.   Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3.     Termination of Membership.   Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Illinois as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it

appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

## ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered either personally, by mail or through the internet, to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be.

The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President,

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the

Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

## ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

## ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI  
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII  
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII  
SEAL

The Board of Directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV  
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of

Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

#### ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

#### ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

## Non-Profit Articles of Incorporation

For

### National Association of Seniors, Consumers, and Retirees

To: State of Nebraska  
Mr. John A. Gale, Secretary of State  
Room 1305 State Capitol, PO Box 94608  
Lincoln, NE 68509

Pursuant to the provisions of the state of Nebraska non-profit Corporation Act, the undersigned adopts the following Articles of Incorporation:

- Article 1: The name of the corporation is: **National Association of Seniors, Consumers, and Retirees**
- Article 2: This Corporation is a mutual benefit corporation.
- Article 3: The name and address of the initial registered agent and registered office are:
- CT Corporation System  
301 South 13<sup>th</sup> Street, Ste. 500  
Lincoln, NE 68508**
- Article 4: The names and addresses of each Incorporator being as follows:
- Lance Peter Ringler, 503 Merganser Trail, Clinton, MS 39056**
- Article 5: The Association will have members.
- Article 6: In the event of dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

Article 7: The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

7-20-08

Date

A handwritten signature in black ink, appearing to read 'Lance Ringler', written over a horizontal line.

Signature

Printed Name: Lance Ringler

BY-LAWS  
OF  
“NATIONAL ASSOCIATION OF SENIORS, CONSUMERS, AND RETIREES”

ARTICLE I  
PURPOSES

The purpose of “National Association of Seniors, Consumers, and Retirees” (“association”) is “educational; as well as any powers as are now or may hereafter be granted by the Nebraska non-profit Corporation Act

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Nebraska as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1.     Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2.     Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3.     Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Nebraska as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it

appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

## ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered either personally, by mail or through the internet, to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be.

The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President,

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the

Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

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Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

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Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

#### ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI  
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII  
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

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SEAL

The Board of Directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

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WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of

Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

#### ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

#### ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

## MERGER AGREEMENT

Merger Agreement made and entered into this September 1<sup>st</sup>, 2008 by and between the National Association of Seniors, Consumers, And Retirees, an Illinois not-for-profit corporation (NASCARI) and the National Association of Seniors, Consumers, And Retirees, a Nebraska not-for-profit corporation (NASCARN).

WHEREAS, NASCARI and NASCARN are organized for the purpose of providing information and services to consumers resident in the United States; and

WHEREAS, NASCARI has a large membership for which it provides information and services and desires to move its domicile from Illinois to Nebraska; and

WHEREAS, NASCARN has no members;

NOW THEREFORE, in consideration of the premises hereof and other goods and valuable consideration received to the full satisfaction of each of them the parties hereto agree as follows:

### Article I. Merger

- Section 1.1 NASCARI and NASCARN hereby agree to merge and operate under the Charter and By-Laws of NASCARN on the date of this Agreement.
- Section 1.2 The address will be the Nebraska address of NASCARN.
- Section 1.3 All contracts, obligations, duties, etc. of NASCARI will follow it and become the contracts, obligations, duties, etc. of NASCARN.
- Section 1.4 The members of NASCARI will become members of NASCARN and be entitled to all the benefits, services and information provided by NASCARN.

Article II. Miscellaneous Provisions

- Section 2.1 Entire Agreement. This Agreement embodies all of the representations, warranties, conditions, agreements and understandings of the parties with respect to the *subject matter hereof*, and supersedes all prior and contemporaneous representations, warranties, conditions, agreements, and understandings, both oral and in writing relative to said subject matter.
- Section 2.2 Amendment; Waiver. This Agreement may not be changed, amended, terminated, omitted, rescinded or discharged (other than in accordance with its terms) except by a writing executed by the parties hereto, and no waiver of any of the provisions or conditions of this Agreement or of any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have consented thereto.
- Section 2.3 Binding Effects; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the ANT and ANM and their respective legal representatives, heirs, administrators, successors and permitted assigns. Neither this Agreement nor any rights, interests, or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by any party hereto without the prior written consent of the other party.
- Section 2.4 Section and Paragraph Headings. The section and paragraph headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provision hereof.
- Section 2.5 Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Missouri.
- Section 2.6 Notice. Any notice or other communication required or permitted to be given if in writing and if served either by personal delivery for the party for whom it is intended or by being deposited in the United States mail, postage pre-paid, addressed as follows:

National Association of Seniors, Consumers, And Retirees (IL)  
National Association of Seniors, Consumers, And Retirees  
707 Vivian  
Collinsville, IL 62234

National Association of Seniors, Consumers, And Retirees (NE)  
National Association of Seniors, Consumers, And Retirees  
301 South 13<sup>th</sup> Street, Ste. 500  
Lincoln, NE 68508

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the day and year first written above.

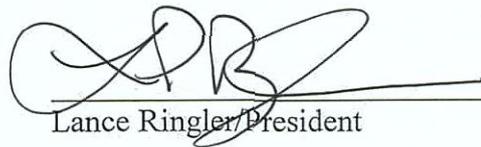
National Association of Seniors, Consumers, And Retirees - IL



---

Lance Ringler/President

National Association of Seniors, Consumers, And Retirees - NE



---

Lance Ringler/President

BY-LAWS  
OF  
“NATIONAL ASSOCIATION OF SENIORS, CONSUMERS, AND RETIREES “

ARTICLE I  
PURPOSES

The purpose of “National Association of Seniors, Consumers, and Retirees” (“association”) is:

“Educational as stated in the Certificate of Incorporation; as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Illinois

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1.     Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2.     Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3.     Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Illinois as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it

appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

## ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered either personally, by mail or through the internet, to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be.

The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President,

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the

Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

#### ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

#### ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI  
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII  
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII  
SEAL

The Board of Directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV  
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of

Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

#### ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

#### ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

FORM NFP 110.30 (rev. Dec. 2003)  
ARTICLES OF AMENDMENT  
General Not For Profit Corporation Act

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDERS OFFICE

07/07/2008 03:15PM

Jesse White, Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-1832  
www.cyberdriveillinois.com

**FILED**

APR 30 2008

DANIEL R. DONOHOO  
RECORDER

REC FEE: 18.00  
PAGES: 2

Remit payment in the form of a check or money order payable to Secretary of State.

JESSE WHITE  
SECRETARY OF STATE

File #

63805904

Filing Fee: \$25

Approved:

\$18.00 CIV# 4721  
*[Signature]*

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Corporate Name (See Note 1 on back.): Senior Adults of America Association

2. Manner of Adoption of Amendment:  
The following amendment to the Articles of Incorporation was adopted on April, 22 2008 in the manner indicated below (check one only):  
Month, Day & Year

- By affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (See Note 2 on back.)
- By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45. (See Note 3 on back.)
- By members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the Articles of Incorporation or the bylaws, in accordance with Section 110.20. (See Note 4 on back.)
- By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the Articles of Incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20. (See Note 5 on back.)

3. Text of Amendment:  
(a.) When an amendment effects a name change, insert the new corporate name below. Use 3(b.) below for all other amendments. \*Article 1: The Name of the Corporation is:

National Association of Seniors, Consumers, and Retirees

New Name

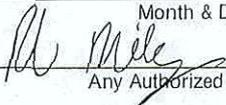
(b.) All amendments other than name change.  
If the amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to add the full text of the amendment, attach additional sheets of this size.

NAC  
16476 Chesterfield Airport RD  
2nd floor  
Chesterfield, mo 63017

4. The undersigned Corporation has caused these Articles to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

All signatures must be in BLACK INK.

Dated April 22, 08 Senior Adults of America Association  
Month & Day Year Exact Name of Corporation

  
Any Authorized Officer's Signature

Rob Milley, Vice President  
Name and Title (type or print)

5. If there are no duly authorized officers, the persons designated under Section 101.10(b)(2) must sign below and print name and title.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated \_\_\_\_\_, \_\_\_\_\_  
Month & Day Year

_____ Signature	_____ Name and Title (print)

**NOTES**

- State the true and exact corporate name as it appears on the records of the Secretary of State BEFORE any amendment herein is reported.
- Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote pursuant to §110.15.
- Director approval may be:
  - by vote at a director's meeting (either annual or special), or
  - by consent, in writing, without a meeting.
- All amendments not adopted under Sec. 110.15 require that:
  - the board of directors adopt a resolution setting forth the proposed amendment, and
  - the members approve the amendment.

Member approval may be:

- by vote at a members meeting (either annual or special), or
- by consent, in writing, without a meeting.

To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least two-thirds of the outstanding members entitled to vote on the amendment (but if class voting applies, also at least a two-thirds vote within each class is required).

The Articles of Incorporation may supersede the two-thirds vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding votes of such members entitled to vote, and not less than a majority within each class when class voting applies. (Sec. 110.20)

- When member approval is by written consent, all members must be given notice of the proposed amendment at least five days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

FORM NFP 102.10 (rev. Dec. 2003)  
ARTICLES OF INCORPORATION  
General Not For Profit Corporation Act

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDERS OFFICE

10/29/2004 11:17AM

Jesse White, Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-9522  
www.cyberdriveillinois.com

**FILED**

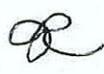
OCT 11 2004

JESSE WHITE  
SECRETARY OF STATE

DANIEL R. DONOHOO  
RECORDER

DOC FEE: \$18.00  
PAGES: 2

Remit payment in the form of a cashier's  
check, certified check, money order  
or an Illinois attorney's or CPA's check  
payable to the Secretary of State.

File # 4380-590-4 Filing Fee: \$ 50.00 Approved:   
Submit in duplicate Type or Print clearly in black ink Do not write above this line

18.00 #  
9784

Article 1. The name of the corporation is: Senior Adults of America Association

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent: Tim Trunnell  
First Name Middle Name Last Name  
Registered Office: 707 Vivian  
Number Street (Suite #) (A P.O. Box alone is not acceptable)  
Collinsville IL 62234  
City ZIP Code County

Article 3: The first Board of Directors shall be 3 in number, their names and addresses  
being as follows: (Not less than three)

Directors Names	Street Address	City	State	ZIP Code
<u>Martin Yoakum</u>	<u>415 Candewick Ct.</u>	<u>St. Peters</u>	<u>MD.</u>	<u>20376</u>
<u>Rob Miley</u>	<u>281 McGrath</u>	<u>Florissant</u>	<u>MD.</u>	<u>20331</u>
<u>Tim Trunnell</u>	<u>707 Vivian</u>	<u>Collinsville</u>	<u>IL.</u>	<u>62234</u>

Article 4. The purposes for which the corporation is organized are:

Ret. Edu: Educational  
NAC INC.  
1819 CLARKSON #301  
CHESTERFIELD, MD.  
20307

(over)

Article 4. (continued)

Is this corporation a Condominium Association as established under the Condominium Property Act?  
 Yes  No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?  Yes  No (Check one)

Is this corporation a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?  Yes  No

Article 5. Other provisions (please use separate page if additional space is needed):

Article 6.

**NAMES & ADDRESSES OF INCORPORATORS**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated September 30, 2004.  
(Month & Day) (Year)

**SIGNATURES AND NAMES**

**POST OFFICE ADDRESS**

1. [Signature]  
Signature  
Martin Koakium  
Name (please print)

2. [Signature]  
Signature  
Rob Miley  
Name (please print)

3. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (please print)

4. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (please print)

5. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (please print)

1. 415 Candrewick Ct.  
Street  
St. Peters MO. 63376  
City/Town State ZIP

2. 281 Mebrath  
Street  
Florissant MO 63031  
City/Town State ZIP

3. \_\_\_\_\_  
Street  
\_\_\_\_\_  
City/Town State ZIP

4. \_\_\_\_\_  
Street  
\_\_\_\_\_  
City/Town State ZIP

5. \_\_\_\_\_  
Street  
\_\_\_\_\_  
City/Town State ZIP

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the duplicate copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

**END OF DOCUMENT**

**Standard Life and Accident Insurance Company**

A Member of the American National Family of Companies

Home Office: One Moody Plaza, Galveston Texas 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock insurance company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

**GROUP CANCER EXPENSE INSURANCE POLICY**

**The Policy offers Limited Benefit Supplemental Health Insurance Coverage.**

This policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be insured are all persons described in the Certificate of Insurance.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy, and the individual Enrollment Forms, if any.

This Policy begins on the Effective Date shown in the Policy Schedule and continues in effect as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid.

**PREMIUMS** The Company may change premiums for coverage. Premiums may be changed and are due as stated in **Section 6. Premiums**.

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY.** If any Covered Person is eligible for Medicare, such person should review the "Guide to Health Insurance for People with Medicare" available from the Company.

The Policy is governed by the laws of the state in which this Policy was issued and delivered. Signed for Us on the Policy Effective Date.



Secretary



President

**THIS IS A LIMITED BENEFIT POLICY — READ IT CAREFULLY!**

**THIS POLICY PAYS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION ONLY.**

NO BENEFITS WILL BE PROVIDED DURING THE FIRST YEAR IMMEDIATELY FOLLOWING THE CERTIFICATE DATE OF ANY CERTIFICATE FOR ANY CLAIMS RESULTING FROM PRE-EXISTING CONDITIONS. IF A POSITIVE DIAGNOSIS FOR CANCER OR AN ASSOCIATED CANCEROUS CONDITION IS MADE WITHIN THE FIRST 30 DAYS AFTER THE CERTIFICATE IS ISSUED, NO BENEFITS WILL BE PROVIDED FOR THE FOLLOWING TWELVE MONTHS.

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## **GROUP CANCER EXPENSE INSURANCE POLICY**

### **POLICY SCHEDULE**

**POLICYHOLDER:** American Alliance for Personal Financial Independence

**POLICY NUMBER:** SL-GACAN-P-10

**POLICY DATE:** March 15, 2010

**STATE OF ISSUE:** Nebraska

#### **OPTIONAL RIDERS for Insured Member Selection:**

Annual Cancer Screening Benefit Rider

Daily Hospital Confinement Benefit Rider

First Occurrence Benefit Rider

First Occurrence Building Benefit Rider

Annual Radiation, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider

Daily Radiation, Chemotherapy, Immunotherapy, and Experimental Treatment Benefit Rider

Hospital Intensive Care Unit Benefit Rider

Surgical Benefits Rider

Specified Disease Benefit Rider

## SECTION 1. DEFINITIONS

**“Actual Charge”** means the expense incurred and charged to the Covered Person by the provider of service.

**“Age”** means a Covered Person’s Age as of his/her last birthday.

**“Ambulatory Surgical Center”** means a facility, within the United States, licensed to provide Outpatient surgical care and discharges each patient within the same working day. An Outpatient surgical unit of a Hospital also meets these criteria.

**“Associated Cancerous Condition”** means myelodysplastic blood disorder, myeloproliferative blood disorder, or cancer in situ (a malignant tumor that is confined to the site of origin, the cells of which have not invaded surrounding tissue). Premalignant conditions with malignant potential, other than those specifically named above, are not considered Associated Cancerous Conditions.

**“Audiologist”** means anyone, other than an Immediate Family Member, who is licensed and certified to provide therapy to the hearing impaired.

**“Calendar Year”** means a period of 12 consecutive months starting on January 1 and ending on December 31 of the same year.

**“Cancer”** means a disease manifested by the presence of a malignant tumor that is characterized by the uncontrolled growth and spread of malignant cells that invade tissue, blood, blood forming organs or the lymphatic system. This includes leukemia, Hodgkin’s Disease, lymphoma, carcinoma, sarcoma or malignant tumor. Cancer does not include other conditions which may be considered precancerous, including but not limited to, leukoplakia, actinic keratosis, carcinoid, hyperplasia, polycythemia, nonmalignant melanoma, moles or similar disease or lesions.

**“Cancer Treatment Center”** means a Chemotherapy Treatment Center or Radiation Treatment Center.

**“Certificate Date”** means the date an individual Covered Person’s coverage begins under the Group Policy and is the latest of: (1) the Certificate Date shown on Your Certificate Schedule; or (2) the date shown on the endorsement or amendment adding the Covered Person to coverage under an issued Certificate.

**“Charity Hospital”** means a Hospital which, in the absence of insurance, does not normally charge for its services.

**“Chemotherapy”** means a drug(s) that: (a) modifies, destroys, slows the growth, or prevents the spread or recurrence of Cancer cells; and (b) is approved by the United States Food and Drug Administration to treat Cancer in humans.

**“Chemotherapist”** means a person who is licensed to administer Chemotherapy or Immunotherapy drugs in the State where such drugs are administered to the Covered Person.

**“Chemotherapy Treatment Center”** means a licensed Clinic or Outpatient section of a Hospital specializing in Chemotherapy or Immunotherapy.

**“Clinic”** means a facility operating under the applicable state law or licensing requirements where specialized medical treatment is given.

**“Colony Stimulating Factor”** means substances that stimulate the production of blood cells or platelets. They must be approved by the United States Food and Drug Administration for use in human Cancer patients being treated with Radiation Treatment, Chemotherapy, or Immunotherapy. Colony Stimulating Factors include, but are not limited to, granulocyte colony stimulating factors and granulocyte-macrophage colony stimulating factors, erythropoietin, epoetin alfa, darbepoetin, filgrastim, pegfilgrastim and sargramostin.

**“Common Carrier”** means only the following: commercial airline, passenger train, or bus line between cities. It does not include: taxis, city bus lines, or private charter airplanes.

**“Convalescent Care Facility”** means an institution that:

(a) is legally operated to provide care and treatment to sick and injured persons;

(b) is primarily engaged in providing skilled care under the supervision of a Physician during a period of

- convalescence for sickness or injury;
- (c) provides 24-hour nursing services by or under the supervision of a Registered Nurse on duty or on call; and
- (d) maintains a medical record of each patient.

Convalescent Care Facility **does not mean** a home or facility that is used primarily for rest; or provides care and treatment for drug addicts, alcoholics or the mentally ill; or primarily provides custodial or educational care.

**“Covered Person”** means any eligible person named as a Covered Person on Your Certificate Schedule. It also means any eligible person who becomes a Covered Person after the Certificate Date, as provided in the section titled **ELIGIBILITY FOR COVERAGE**.

**“Date of Diagnosis”** means the later of:

- (a) the day the tissue specimen is taken;
- (b) the day the definitive diagnostic test is performed that confirms a Positive Diagnosis when performed by a Pathologist; or
- (c) the day the Positive Diagnosis of Cancer or an Associated Cancerous Condition, or one of the listed Specified Diseases if such optional rider is issued, is pronounced when a clinical diagnosis is made.

**“Dependent”** means an Insured Member’s family as follows:

- 1. The lawful Spouse; or
- 2. Unmarried children (whether natural, adopted or stepchildren) under age 25; or
- 3. Unmarried children for whom the Insured Member is required to provide insurance under a medical support order or an order enforceable by a court; and
- 4. Unmarried children under the age of 25 that the Insured is seeking to adopt through an appropriate legal action before a court of competent jurisdiction over matters of adoption; or
- 5. Unmarried grandchildren under the age of 25 who are:
  - a.) A child of a child of the Insured Member; and
  - b.) At the time of application for coverage of the grandchild, is a dependent of the Insured Member for federal income tax purposes.

If the Insured Member becomes a legal guardian of a foster child, that child will be treated as an adopted child so long as:

- 1) the Insured Member continues as the child’s legal guardian; 2) the child is living with the Insured Member and is dependent upon the Insured Member for support; and 3) all other requirements of the Policy are met.

**“Enrollment Form”** means the document(s), signed by You, containing Your answers to Our questions and the member’s representations, which We accepted in good faith as being true, complete and correct, to the best of the Insured Member’s knowledge and belief. The Enrollment Form is the basis upon which We will issue a Certificate of Cancer Expense Insurance and it will be attached to and made a part of any issued Certificate.

**“Evidence of Insurability”** means a statement of a proposed Covered Person’s medical history which We will use to determine if he or she is approved for coverage. Evidence of Insurability will be provided at the proposed Covered Person’s expense.

**“Experimental Treatment”** means chemotherapy, or immunotherapy drugs not yet approved by the United States Food and Drug Administration for the treatment of Cancer or an Associated Cancerous Condition which are the subject of ongoing clinical studies funded or sponsored by the National Cancer Institute to determine their toxicity, safety, efficacy or their efficacy compared to standard means of treatment. Treatment must be received in the United States or its territories and administered by an Oncologist as defined in this Policy and any issued Certificate. The Oncologist must certify, to the best of his or her knowledge and belief, that no other treatment having United States Food and Drug Administration approval is superior to the proposed Experimental Treatment.

**“Government Hospital”** means a hospital operated by or for an agency of the United States Government.

**“Home Health Care”** means the care and treatment at a Covered Person’s place of residence. Home Health Care is covered only if hospitalization or confinement in a Convalescent Care Facility would otherwise have been required. A plan establishing the necessary Home Health Care Services must be approved in writing by the attending Physician. Home Health Care Services must be provided by an agency that meets the qualifications set out below.

**“Home Health Care Agency”** means an entity licensed to provide Home Health Care Services under applicable state law, or, in the absence of such state law, an entity that meets the following requirements:

- (a) it must be primarily engaged in providing Home Health Care Services;
- (b) its policies must be established by a group of professional personnel, including at least one Physician and one Registered Nurse;

- (c) supervision of Home Health Care Services must be performed by a Physician or Registered Nurse;
- (d) it must maintain clinical records on all patients;
- (e) it must have a full time administrator.

**“Home Health Care Services”** means:

- (a) part-time or intermittent home nursing care provided by or under the supervision of a Registered Nurse;
- (b) part-time or intermittent home health aide services that consists primarily of caring for the patient; and
- (c) medical supplies and equipment suitable for home use.

Home Health Care Services **does NOT mean:** (a) services or supplies not included in the Home Health Care plan; (b) services of a person who is an Immediate Family Member; (c) custodial care; (d) services or supplies for personal comfort or convenience; (e) food service or meals; or (f) transportation services.

**“Hormonal Therapy”** means use of a drug that adds, blocks, or removes hormones to slow, stop the growth of or prevent the recurrence of Cancer or an Associated Cancerous Condition cells. It must be approved by the United States Food and Drug Administration to treat Cancer or an Associated Cancerous Condition in humans.

**“Hospice Center”** means a facility that provides short periods of confinement for terminally ill patients. A Hospice Center must operate a program of hospice care that meets the standards set forth by the National Hospice Organization. It must also be directed by a Physician, supervised by a Registered Nurse, and licensed or certified by the state in which it is located.

**“Hospice Team”** means a team of professionals including a Physician and a Nurse. It may also include a social worker, clergyman, clinical psychologist, physical therapist, or counselor. It must exist primarily to administer a hospice care program meeting the standards of the National Hospice Organization in the patient's home. Care must be available 24 hours a day, seven days a week.

**“Hospital”** means an institution that:

- (a) operates as a Hospital pursuant to law;
- (b) operates primarily for the reception, care and treatment of sick or injured persons as Inpatients;
- (c) provides 24-hour nursing service by Registered Nurses on duty or on call;
- (d) has a staff of one or more Physicians available at all times;
- (e) provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a pre-arranged basis.

Hospital **does NOT include** the following whether free-standing or a section of another facility: (a) convalescent homes or convalescent, rest or nursing facilities; (b) facilities primarily affording custodial or educational care; (c) facilities primarily affording rehabilitative care; or (d) facilities for the aged, drug addicts or alcoholics.

**“Immediate Family Member”** means a person who is related to a Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother and stepsister), or child (includes legally adopted, stepchild or foster child).

**“Immunoglobulin”** means a protein naturally made by plasma cells in response to an antigen (foreign substance). The protein helps destroy the antigen. For the purposes of this Policy or any issued Certificate, the protein may be either natural or recombinant but it must be approved by the United States Food and Drug Administration for use in treating Cancer or an Associated Cancerous Condition in humans.

**“Immunotherapy”** means use of a drug including a biological response modifier, biological therapy or biotherapy that meets the following criteria: (1) it stimulates or restores the ability of the immune system to modify, destroy or aid in the prevention of the spread of Cancer or an Associated Cancerous Condition cells and (2) it is approved by the United States Food and Drug Administration to treat Cancer or an Associated Cancerous Condition in humans. Immunotherapy **does NOT include** Immunoglobulin.

**“Incapacitated Child”** means an unmarried Dependent child who is or becomes incapable of self-support because of physical impairment or mental retardation while being a Covered Person and before attaining Age 25 and who is primarily dependent on You or Your spouse for support and maintenance.

**“Inpatient”** means confinement in a Hospital where the Covered Person is using and being charged for daily room and board.

**“Insured Member”** means a person who satisfies the eligibility requirements of the Policy as described in Section 2.

Member Eligibility and Effective Date and as described in the Enrollment Form.

**“Internal Cancer”** means Cancer other than Skin Cancer.

**“Limiting Age”** for Your children is age 25. This is Your coverage anniversary following the child’s 25<sup>th</sup> birthday.

**“Local or Locally”** means within 30 miles, one way, of the Covered Person’s usual place of residence.

**“Medically Necessary”** means that, based on generally accepted current medical practice, a service or supply is necessary and appropriate for the diagnosis or treatment of Cancer or an Associated Cancerous Condition. We do not consider a service or supply as Medically Necessary if:

1. It is provided only as a convenience to the Covered Person or provider;
2. It is not appropriate treatment for the Covered Person’s diagnosis or symptoms;
3. It exceeds (in scope, duration or intensity) that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
4. It is Experimental or Investigational Medicine.

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

**“Non-Local or Non-Locally”** means more than 30 miles, one way, and less than 700 miles, one way, from the Covered Person’s usual place of residence.

**“Nurse”** means a graduate Registered Nurse (R.N.); or a Licensed Practical Nurse (L.P.N.); or a Licensed Vocational Nurse (L.V.N.). With respect to the benefits provided under the Group Policy, Nurse will not include an R.N., L.P.N., or L.V.N. who is employed by the Hospital where the Covered Person is confined. Additionally, a Nurse is not one of the Covered Person’s Immediate Family Members.

**“Oncologist”** means a Physician certified to practice in the field of Oncology.

**“Outpatient”** means the Covered Person is not confined in a Hospital.

**“Pathologist”** means a Physician who has been certified by either the American Board of Pathology, the Osteopathic Board of Pathology, or the American Board of Dermatopathology to practice pathological anatomy.

**“Period of Hospital Confinement”** means the period of consecutive days that the Covered Person is an Inpatient in a Hospital on the advice and recommendation of a Physician. It begins on the date the Covered Person is admitted to the Hospital as an Inpatient and ends on the Covered Person’s date of discharge, unless discharge is for the purpose of immediate readmission to another Hospital.

**“Physician”** means a practitioner of the healing arts, including a nurse practitioner, duly licensed, practicing in the United States and legally qualified to treat sickness or injuries. Such person must not be the Covered Person, a Covered Person’s Immediate Family Member or a business associate. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required by any issued Certificate. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians.

**“Policyholder”** means the Employer or Plan Sponsor to whom the Policy is issued and shall include any Affiliated Entities or Subsidiaries.

**“Positive Diagnosis”** means a diagnosis of Cancer or an Associated Cancerous Condition that is diagnosed by a Physician certified by the American Board of Pathology or the Osteopathic Board of Pathology to practice Pathologic Anatomy. Pathologic interpretation of the histology of skin lesions will be accepted from a licensed dermatologist. The diagnosis must be based on a microscopic examination of fixed tissue or preparations from the blood system (either during life or postmortem). The pathologist making the diagnosis will base judgment solely on the criteria of “malignancy” as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen.

A clinical diagnosis of Cancer or an Associated Cancerous Condition will be accepted as evidence that Cancer or an Associated Cancerous Condition exists in a Covered Person when a pathological diagnosis cannot be made, provided medical evidence substantially documents the diagnosis of Cancer or an Associated Cancerous Condition and the Covered Person received definitive treatment for Cancer or an Association Cancerous Condition. If the requisite pathological clinical

diagnosis can only be made postmortem, liability will be assumed retroactively beginning with the date the terminal admission to the Hospital for not less than 45 days before the date of death.

**“Pre-existing Condition(s)”** means any condition, Cancer or an Associated Cancerous Condition, or a listed Specified Disease if that optional rider is issued, which was diagnosed by a Physician or for which medical consultation, advice or treatment was recommended by or received from or sought from a Physician within one year prior to a Covered Person’s Certificate Date.

**“Radiation Treatment”** means x-ray therapy, gamma ray therapy, particle beam therapy, proton beam therapy, or intensity-modulated radiation therapy, brachytherapy, radioactive isotopes therapy, radioactive iodine, cobalt, palladium, cesium or iridium that is approved by the United States Food and Drug Administration for the treatment of Cancer or an Associated Cancerous Condition in humans and is used to modify, destroy, slow the growth or prevent recurrence of Cancer or an Associated Cancerous Condition cells. The treatments discussed above are not covered when used for diagnostic or planning purposes.

**“Radiation Treatment Center”** means a Clinic or outpatient section of a Hospital specializing in Radiation Treatment of Cancer or an Associated Cancerous Condition on an Outpatient basis.

**“Radiation Therapist”** means a Physician, Nurse or other medical personnel who are licensed to administer Radiation Treatment. The medical professional must also be certified by the American Board of Radiology to administer therapeutic radiation.

**“Skin Cancer”** means basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, or melanoma of Clark’s Level I or II or Breslow level equal to or less than 1.5 mm.

**“Tentative Diagnosis”** means a diagnosis by a qualified Physician, based on the Physician’s experience, training and expertise, when a Positive Diagnosis cannot be made due to medical reasons.

**“Terminally III”** means the Covered Person has a life expectancy of 6 months or less.

**“Total Disability / Totally Disabled”** means that, as a result of Cancer or an Associated Cancerous Condition, the Insured Member is:

- (a) unable to perform all of the substantial or material duties of the Insured Member’s regular occupation during the first two years beginning with the commencement of such disability;
- (b) unable to engage in any employment or occupation for which the Insured Member is or becomes qualified by reason of education, training or experience after the first two years beginning with the commencement of such disability; and
- (c) under the care of a Physician.

If 60 days or less separate two periods of Total Disability for the same Cancer or an Associated Cancerous Condition, the second will be a continuation of the first.

**“We, Our, Us, or Company”** means Standard Life and Accident Insurance Company.

**“You or Your”** means the Applicant named on the Enrollment Form.

## SECTION 2. ELIGIBILITY AND EFFECTIVE DATE

**ELIGIBILITY:** A person will become eligible to apply for insurance if:

1. Listed in a class of eligible persons in the Policyholder application;
2. The Enrollment Form, including Evidence of Insurability if required, is received and approved by Us; and
3. Proper premium payment has been received.

A person eligible for coverage under the Policy must apply for insurance within 30 days of the Policy Date or within 30 days from the date that the person first becomes eligible for coverage under the Policy. If the person does not apply within such 30 days, he/she may be subject to additional Evidence of Insurability.

**EFFECTIVE DATE:** The Policy begins on the Policy Date shown on the Policy Schedule page at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**COVERED PERSON’S EFFECTIVE DATE:** Forms provided by Us must be used when applying for insurance. The insurance for a Covered Person will take effect on Your Certificate Date assigned by Us and shown in the Certificate  
SL-GACAN-P-10

Schedule.

Coverage with respect to any Covered Person is not effective until after You have submitted to Us the required Enrollment Form and Evidence of Insurability, if required, along with any premium due.

On the Certificate Date, only the Insured Member, spouse and eligible Dependents listed by name on Your Certificate Schedule are covered under this Policy.

### SECTION 3. DEPENDENT PROVISIONS

**NEWBORN CHILDREN:** A child born to You is automatically covered from the moment of birth until such child is 31 days old. Coverage for newborns shall be the same as for all other covered Dependents. We must be notified in writing within 31 days of such birth and pay the required additional premium (if any), in order to have coverage for the newborn child continue beyond such 31 day period.

**ADOPTED CHILDREN:** A child adopted by You is automatically covered for the first 31 days from the earlier of: 1) the date of placement for purposes of adoption unless the placement is disrupted prior to legal adoption and the child is removed from placement; or 2) the date of entry of an order granting the Insured Member custody of the child for purposes of adoption. Coverage for such child will be the same as for all other covered Dependents. We must be notified in writing within 31 days of the date of placement or the date of the entry and pay the required premium (if any), in order to have coverage for the adopted child continue beyond such 31 day period.

### SECTION 4. BENEFITS

We will pay the benefits described below for the treatment of a Covered Person's Cancer or an Associated Cancerous Condition in accordance with all the provisions of this Policy. Benefits are payable for a Positive Diagnosis that occurs after the Certificate Date. The Positive Diagnosis must be for Cancer or an Associated Cancerous Condition as defined in an issued Certificate.

If Cancer or an Associated Cancerous Condition is diagnosed while any Covered Person is confined in the Hospital, benefits will begin on the day of admission or 10 days prior to the date of diagnosis if this is more favorable to a Covered Person. Admission to the Hospital must begin after the Certificate Date. If a Positive Diagnosis is made within 12 months after a Tentative Diagnosis, benefits will be paid from the date of the Tentative Diagnosis if the Tentative Diagnosis is made after the Certificate Date.

#### DESCRIPTION OF BENEFITS

**POSITIVE DIAGNOSIS BENEFIT** - We will pay the Actual Charge, not to exceed \$300 per Calendar Year, for one test that confirms the Positive Diagnosis of Cancer or an Associated Cancerous Condition in a Covered Person. This benefit is not payable for multiple diagnoses of the same Cancer or an Associated Cancerous Condition or for Cancer or an Associated Cancerous Condition that metastasizes or for recurrence of the same Cancer or an Associated Cancerous Condition.

**NATIONAL CANCER INSTITUTE DESIGNATED COMPREHENSIVE CANCER TREATMENT CENTER EVALUATION / CONSULTATION BENEFIT** -If a Covered Person receives a Positive Diagnosis and seeks an evaluation or consultation at a National Cancer Institute designated Comprehensive Cancer Treatment Center for the purpose of obtaining a treatment option opinion, We will pay the Actual Charge not to exceed a lifetime maximum of \$750. If the Comprehensive Cancer Treatment Center is located more than 30 miles from the Covered Person's place of residence, We will also pay the transportation and lodging expenses incurred not to exceed a lifetime maximum of \$350. This benefit is not payable on the same day a Second or Third Surgical Opinion Benefit is payable. This benefit is payable in lieu of the Non-Local Transportation and Lodging Expense Benefits of the Certificate. This benefit is payable one time during the lifetime of the Covered Person.

**SECOND AND THIRD SURGICAL OPINION EXPENSE BENEFIT** – If surgery is recommended for the removal of Cancer or an Associated Cancerous Condition, We will pay the Actual Charge for a written second surgical opinion concerning the Cancer or an Associated Cancerous Condition surgery. If the second surgical opinion is in conflict with the first opinion, We

will pay the Actual Charge for a written third surgical opinion. The Physician providing the second or third surgical opinion cannot be associated with the Physician who originally recommended the surgery. This benefit is not payable for the same day the National Cancer Institute Evaluation/Consulting Benefit is payable.

**OUTPATIENT HOSPITAL OR AMBULATORY SURGICAL CENTER EXPENSE BENEFIT** - We will pay the Actual Charge, not to exceed \$350 per day, made by an Ambulatory Surgical Center or Outpatient department of a Hospital for the use of its facilities during the performance of a surgical procedure covered under this Policy.

**MEDICAL IMAGING, TREATMENT PLANNING AND MONITORING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$1,000 per Calendar Year, for any combination of laboratory tests, routine or diagnostic X-rays, scans or medical images and their interpretation when used in the planning or monitoring of external radiation, internal radiation, Chemotherapy or Immunotherapy treatments of Cancer or an Associated Cancerous Condition.

**ANTI-NAUSEA MEDICATION EXPENSE BENEFIT** - We will pay the Actual Charge for anti-nausea medication not to exceed \$150 per Calendar Month when a Covered Person is prescribed such medication as the result of Radiation Treatment, Chemotherapy, or Immunotherapy treatments for Cancer or an Associated Cancerous Condition.

**COLONY STIMULATING FACTOR OR IMMUNOGLOBULIN EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed \$1,000 per calendar month for Colony Stimulating Factor Drugs or Immunoglobulins prescribed by a Physician or Oncologist during a Covered Person's Cancer or an Associated Cancerous Condition treatment regimen for which benefits are payable under the Radiation, Chemotherapy and Immunotherapy Benefit of the Certificate or rider attached to it.

**OUTPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or an Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets or blood transfusions, on an Outpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**INPATIENT BLOOD, PLASMA AND PLATELETS EXPENSE BENEFIT** - If, as the result of Cancer or an Associated Cancerous Condition, a Covered Person requires blood, plasma, platelets or blood transfusions, on an Inpatient basis, We will pay the Actual Charge not to exceed \$300 per day including the costs of procurement, administration, processing and cross matching.

**BONE MARROW DONOR EXPENSE BENEFIT – Applies only if the Daily Hospital Confinement Benefit Rider is shown in the Certificate Schedule.** When a Covered Person receives bone marrow or stem cells from another live person for the purpose of a bone marrow or stem cell transplant in connection with the Covered Person's Internal Cancer or an Associated Cancerous Condition treatment, We will pay the Daily Hospital Confinement Benefit amount shown on the Certificate Schedule for each day the donor is confined in a Hospital for the harvesting of bone marrow or stem cells used in a covered bone marrow or stem cell transplant.

**BONE MARROW OR STEM CELL TRANSPLANT EXPENSE BENEFIT** -We will pay the Actual Charge not to exceed a lifetime maximum of \$15,000 for surgical and anesthesia procedures (including the harvesting and subsequent re-infusion of blood cells or peripheral stem cells) performed for a bone marrow transplant and/or a peripheral stem cell transplant for the treatment of a Covered Person's Internal Cancer or an Associated Cancerous Condition. This benefit will be paid in lieu of the benefit provided by the optional Surgical Expense Benefit Rider.

**INPATIENT OXYGEN EXPENSE BENEFIT –** When a Covered Person is confined to a Hospital for the treatment of Cancer or an Associated Cancerous Condition and requires oxygen used that is prescribed and ordered by a Physician, We will pay the Actual Charge for the oxygen not to exceed \$300 per Hospital confinement.

**ATTENDING PHYSICIAN EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 40 per day for the professional services of a Physician or Oncologist rendered to a Covered Person while he or she is confined in a Hospital for the treatment of Cancer or an Associated Cancerous Condition. This benefit is payable only if the Physician or Oncologist personally visits the Hospital room occupied by the Covered Person. The benefit amount stated is the maximum amount payable for each day of Hospital confinement regardless of the number of visits made by one or more Physicians or Oncologists.

**INPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$150 per day for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined in a Hospital for the treatment of Cancer or an Associated Cancerous Condition. The Nurse must provide services other than those normally provided by the Hospital. The Nurse may not be an employee of the Hospital or an Immediate Family Member of the Covered Person.

**OUTPATIENT PRIVATE DUTY NURSING EXPENSE BENEFIT** – Following a Covered Person’s Hospital confinement for the treatment of Cancer or an Associated Cancerous Condition, We will pay the Actual Charge not to exceed \$ 150 per day, limited to the same number of days of such Hospital confinement, for the full time service of a Nurse that is required and ordered by a Physician when a Covered Person is confined indoors at home as the result of Cancer or an Associated Cancerous Condition. This benefit is not payable if the services of the Nurse are custodial in nature or to assist the Covered Person in the activities of daily living. This benefit is not payable when the Nurse is a member of the Covered Person’s Immediate Family.

**HOME HEALTH CARE EXPENSE BENEFIT** -We will pay benefits for the following covered charges when a Covered Person requires Home Health Care for the treatment of Cancer or an Associated Cancerous Condition.

1. Home Health Care Visits - We will pay the Actual Charge for Home Health Care Visits not to exceed \$ 75 for each day on which one or more such visits occur. We will not pay this benefit for more than 60 days in any Calendar Year.
2. Medicine and Supplies - We will pay the Actual Charge not to exceed \$ 450 in any Calendar Year for drugs, medicine, and medical supplies provided by or on behalf of a Home Health Care Agency.
3. Services of a Nutritionist - We will pay the Actual Charge not to exceed a lifetime maximum of \$ 300 for the services of a nutritionist to set up programs for special dietary needs.

**CONVALESCENT CARE FACILITY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 100 per day for a Covered Person’s confinement in a Convalescent Care Facility. The maximum number of days for which this benefit is payable will be the number of days in the Covered Person’s last Period of Hospital Confinement that immediately preceded admission to the Convalescent Care Facility. The Convalescent Care Facility confinement must:

1. be due to Cancer or an Associated Cancerous Condition;
2. begin within 14 days after the Covered Person has been discharged from a Hospital for the treatment of Cancer or an Associated Cancerous Condition; and
3. be authorized by a Physician as being medically necessary for the treatment of Cancer or an Associated Cancerous Condition.

**HOSPICE CARE EXPENSE BENEFIT** – When a Covered Person, as a result of Cancer or an Associated Cancerous Condition, requires Hospice Care, We will pay the Actual Charge for Hospice Care not to exceed \$ 100 per day. This benefit is payable whether confinement is required in a Hospice Center or services are provided in the Covered Person’s home by a Hospice Team. Eligibility for benefit payments will be based on the following conditions being met: (1) the Covered Person has been given a prognosis of being Terminally Ill with an estimated life expectancy of 6 months or less; and (2) We have received a written summary of such prognosis from the attending Physician. We will not pay this benefit while the Covered Person is confined to a Hospital or Convalescent Care Facility. The lifetime maximum benefit is 365 days of Hospice Care.

**NON-LOCAL TRANSPORTATION EXPENSE BENEFIT** - We will pay the Actual Charge for Non-Local transportation not to exceed coach fare on a Common Carrier for the Covered Person and one adult companion’s travel to a Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center where the Covered Person receives treatment for Cancer or an Associated Cancerous Condition. This benefit is payable only if the treatment is not available Locally. The adult companion may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. At the option of the Covered Person, We will pay a single private vehicle mileage allowance of 50 cents per mile for Non-Local transportation in lieu of the common carrier coach fare.

**LODGING EXPENSE BENEFIT** - When a Covered Person receives treatment for Cancer or an Associated Cancerous Condition at a Non-Local Hospital, Radiation Therapy Treatment Center, Chemotherapy Treatment Center, Oncology Clinic or any other specialized treatment center, We will pay the Actual Charge not to exceed \$ 75 per day for a room in a motel, hotel or other appropriate lodging facility (other than a private residence). The room must be occupied by the Covered Person or an adult companion, which may include the live donor of bone marrow or stem cells used in a bone marrow or stem cell transplant for the Covered Person. This benefit is not payable for lodging expense incurred more than 24 hours before the treatment, nor for lodging expense incurred more than 24 hours following treatment. This benefit is limited to 100 days per Calendar Year.

**AMBULANCE EXPENSE BENEFIT** - We will pay the Actual Charge for ambulance service if a Covered Person is transported to a Hospital where he or she is admitted as an Inpatient for the treatment of Cancer or an Associated Cancerous Condition. The ambulance service must be provided by a licensed professional ambulance company or an ambulance owned by the Hospital.

**PROSTHESIS EXPENSE BENEFIT:**

**(a) Surgically Implanted Breast Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or an Associated Cancerous Condition, and a surgically implanted prosthetic device is prescribed by a Physician, SL-GACAN-P-10

We will pay the Actual Charge not to exceed a maximum of \$3,000 per such device. This benefit has a total lifetime maximum benefit of \$6,000. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**(b) Non-Surgically Implanted Prosthesis** – If a Covered Person sustains an amputation, as the result of treatment for Cancer or an Associated Cancerous Condition, and an artificial limb or other non-surgically implanted prosthetic device is required and prescribed by a Physician to restore normal body function, We will pay the Actual Charge not to exceed a lifetime maximum of \$2,000 per such device. The cost for the replacement of a prosthetic device is not covered. Hairpieces or wigs are not covered under this benefit.

**HAIRPIECE EXPENSE BENEFIT** – If a Covered Person suffers hair loss due to treatment of Cancer or an Associated Cancerous Condition, We will pay the Actual Charge not to exceed a lifetime maximum of \$150 for the purchase of a wig or hairpiece.

**RENTAL OR PURCHASE OF MEDICAL EQUIPMENT EXPENSE BENEFIT** – If, as the result of Cancer or an Associated Cancerous Condition, the attending Physician prescribes covered medical equipment designed for home use, We will pay the lesser of the Actual Charge for the rental or purchase of such medical equipment not to exceed \$1,500 per Calendar Year. Monthly rental charges are not payable in advance. Covered medical equipment includes wheel chair, oxygen equipment, respirator, braces, crutches or hospital bed.

**PHYSICAL, SPEECH AND AUDIO THERAPY EXPENSE BENEFIT** - We will pay the Actual Charge not to exceed \$ 25 per therapy session for:

1. Physical therapy treatments given by a licensed Physical Therapist, or
2. Speech therapy given by a licensed Speech Pathologist/Therapist; or
3. Audio therapy given by a licensed Audiologist.

These therapy sessions may be given at an institute of physical medicine and rehabilitation, a Hospital, or the Covered Person's home. These treatments must be given on an Outpatient basis, unless the primary purpose of a Hospital confinement is for treatment of Cancer or an Associated Cancerous Condition other than with physical, speech or audio therapy. Benefits under this section may not exceed \$1,000 per Calendar Year.

**MENTAL HEALTH CONSULTATION BENEFIT** – We will pay the Actual Charge not to exceed \$50 per session for mental health consultations provided by a Physician for a Covered Person receiving treatment for Cancer or an Associated Cancerous Condition covered under this Policy. Benefits are limited to a lifetime maximum of 50 sessions.

**TUTORIAL BENEFIT** – We will pay the Actual Charge not to exceed \$20 per each one-hour session for educational tutoring provided by a qualified person for a covered Dependent child receiving treatment for Cancer or an Associated Cancerous Condition covered under the Certificate. Benefits are limited to a lifetime maximum of 50 one-hour sessions. A qualified person providing the tutoring must not be an Immediate Family Member.

**WHEELCHAIR ACCESSIBLE HOME MODIFICATIONS** - When a Covered Person is confined to a wheel chair as the result of treatment of Cancer or an Associated Cancerous Condition and benefits were paid for the wheel chair's rental or purchase under this Policy, We will pay the Actual Charge not to exceed a lifetime maximum of \$1,000 for bathroom or door modification of the Covered Person's home which is required for wheel chair access by the Covered Person.

**WAIVER OF PREMIUM BENEFIT** - We will waive the premiums starting on the first premium due date following a 60 day period of Total Disability of the Insured Member due to Cancer or an Associated Cancerous Condition. The Insured Member must: (1) be receiving treatment for such Cancer or an Associated Cancerous Condition for which benefits are payable under the Certificate; and (2) remains disabled for 60 consecutive days. We will waive premiums for as long as the Insured Member remains Totally Disabled. Premiums will be waived in accordance with the mode of payment in effect when treatment began.

If the Insured Member is retired or Age 65 and over at the time he or she becomes Totally Disabled, the definition of Total Disability will mean the inability to perform two (2) or more of the ADL's (Activities of Daily Living) listed below without the assistance of another person. ADL's are defined as activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without assistance, allowing personal independence in everyday living. The ADL's are:

1. Transferring - moving between the bed and a chair or the bed and a wheelchair;
2. Dressing - putting on and taking off all necessary items of clothing;
3. Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
4. Eating - all major tasks of getting food into the body;
5. Bathing - getting into or out of the tub or shower and otherwise washing the parts of the body.

We may ask for and use an independent consultant to determine whether the Insured Member can perform an ADL when  
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this benefit is in force.

**CONTINUATION OF COVERAGE BENEFIT** – We will waive all monthly premiums due for the Certificate and in force riders for two months if You meet all of the following conditions:

1. Your Certificate has been in force for at least six months;
2. We have received premiums for at least six consecutive months;
3. Your premiums have been paid through list bill, common remitter or payroll deduction;
4. You or the Policyholder has notified Us in writing within 30 days of the date the Insured Member's premium payments ceased due to the Insured Member being no longer affiliated with the Policyholder; and
5. The Insured Member re-establishes premium payments through: a) a new list bill, common remitter or payroll deduction process through current employment; or b) direct payment to Us in an automatic deduction system established by Us.

You will become eligible again to receive this benefit after: a) You re-establish the premium payments through list bill, common remitter or payroll deduction for a period of at least six months; and b) We receive premiums for at least six consecutive months.

## SECTION 5. EXCLUSIONS AND LIMITATIONS

No benefits will be paid for

1. any loss due to any injury, accident, sickness, disease, or illness other than Cancer or an Associated Cancerous Condition;
2. care and treatment received outside the territorial limits of the United States;
3. treatment by any program engaged in research that does not meet the criteria for Experimental Treatment, as defined;
4. treatment that has not been approved by a Physician as being Medically Necessary; or
5. losses or medical expenses incurred prior to the Certificate Date of a Covered Person's coverage regardless of the Date of Positive Diagnosis.

If a positive diagnosis for cancer or an associated cancerous condition is made within the first 30 days after the Certificate is issued, no benefits will be provided for the following 12 months. After such 12 month period, benefits will be available only on a go forward basis.

### PRE-EXISTING CONDITION(S) LIMITATION

The benefits of any issued Certificate will not be payable during the first 12 months that coverage is in force with respect to a Covered Person for a loss caused by a Pre-Existing Condition disclosed or not disclosed on the Enrollment Form. This 12 month period is measured from the effective date of coverage for each Covered Person.

## SECTION 6. PREMIUMS

Your first premium and premium payment mode are shown on Your Certificate Schedule. Subsequent premiums are due and payable on Your premium due date. We reserve the right to change premium rates on any premium due date after the first anniversary of coverage. There will not be more than one premium change during any 12 month period. We will give 60 days advanced written notice to the Policyholder or Insured Member of any premium change. In addition, if a change in benefits increases Our liability, premium rates may be changed on the date the liability is increased.

If payroll deduction facilities are available to You, the premium will be deducted from Your pay and remitted to the Us. If there are no payroll deduction facilities available, premiums must be remitted directly to Us, unless otherwise agreed to by You and the Company.

**GRACE PERIOD:** We grant a grace period of 31 days for each premium payment due after the first premium payment. Coverage remains in force during the grace period unless an Insured Member or the Policyholder has given Us written notice of the Insured Member's cancellation. There is no grace period if We have been given such a cancellation notice.

## SECTION 7. TERMINATION PROVISIONS

Termination of coverage will not affect any claim for a covered loss that occurred while coverage was in force.

**GROUP POLICY:** Either the Policyholder or the Company may terminate this Policy by giving an advance written 30 day notice to the other party. The Policy will be terminated on the date the Policyholder performs an act or practice that constitutes fraud.

**TERMINATION OF YOUR COVERAGE:** Your coverage will terminate on the date premiums are not received when due, subject to the GRACE PERIOD provision. Your coverage will also terminate on the date You perform an act or practice that constitutes fraud.

**TERMINATION OF DEPENDENT COVERAGE:** Coverage for a Dependent will terminate on the date Your coverage terminates, except when coverage continues with Your Spouse as the new Insured Member. Coverage will terminate on the date You perform an act or practice that constitutes fraud or the date premiums are not received when due, subject to the GRACE PERIOD provision. Coverage for Dependent persons may also terminate as explained in the following paragraphs.

Coverage for each Dependent child will terminate on the renewal date following the earlier of: (a) attaining his or her Limiting Age; or (b) marriage. It is Your obligation to notify Us if and when either of these events occur.

Our acceptance of premium after such termination date will be considered as premium only for the remaining persons who qualify for coverage. Our liability will be limited to a refund of any subsequent overpayment. If Your premium needs to be changed due to termination of Dependent coverage, You should notify Us and We will adjust it accordingly.

If a Dependent child reaches the termination date stated above and continues to be both: (a) incapable of self-sustaining employment by reason of mental incapacity or physical handicap; and (b) remains dependent upon You for support and maintenance; and (c) You notify Us about this, coverage for such child will continue while the Certificate is in force and so long as such incapacity continues and the applicable premium is paid. Satisfactory proof must be submitted to Us within 31 days of such termination date. During the next two years we may, from time to time, require proof of the continuation of such condition and dependence. After that, we may require proof no more than once a year. The premium for such child's continued coverage will be the same as for an adult of like age and sex.

A Dependent child who is a Covered Person and reaches the termination date due to **LIMITING AGE**; and is not otherwise eligible for continuation as described in the immediate preceding paragraph; is eligible for a conversion privilege. We will provide coverage without regard to health status and issue a new Certificate to the Covered Person subject to the following rules: the Covered Person must apply to Us in writing within 31 days after coverage terminates and the Covered Person must pay the first full premium for the new Certificate at the time of application. Premiums for the new Certificate will be based on the Covered Person's age and class at the time of application using the table of rates We have in effect when coverage ends.

**CONTINUATION OF COVERAGE:** If You are no longer affiliated with the Policyholder or if the Policy is terminated for reasons other than non-payment of premium or fraud, We agree thereafter to renew the previously issued Certificate coverage for each term as long as You continue to pay the required premium when due. You must notify Us of the change in status within 31 days of such change. Direct premium payments will begin following the end of the period for which premium has been paid.

If You die while Your Spouse is a Covered Person under an issued Certificate, We agree thereafter to renew the coverage for each term as long as such Spouse pays the required premium before the end of the grace period.

**DISSOLUTION OF MARRIAGE:** If You or Your Spouse dissolves the marriage, and Your Spouse is named as a Covered Person on the Certificate Schedule for this coverage, or was made a Covered Person pursuant to Certificate endorsement procedures, You must provide Us with an actual, written notice of said divorce. Coverage for a Spouse or ex-spouse, if a Covered Person, will terminate 30 days following the date We receive actual, written notice from You or Your insured Spouse of a divorce, regardless of the date of the divorce decree. You may not add a new Spouse as a Covered Person under any issued Certificate until Your covered ex-spouse has been terminated from Your coverage pursuant to these procedures.

## SECTION 8. GENERAL PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 30 days after any loss covered by an issued and in force Certificate occurs or starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received by Us at our Home Office in Galveston, Texas. It should include Your name and Certificate number.

**CLAIM FORMS:** When We receive the notice of claim, We will send the claimant forms for filing proof of loss. If these forms are not sent to the claimant within 15 days, the claimant will be deemed to have met the proof of loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

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

**TIME OF PAYMENT OF CLAIMS:** We will pay benefits due under this Policy for a covered loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid no less than monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

**PAYMENT OF CLAIMS:** All benefits due under the Policy will be paid to the Covered Person or the Covered Person's estate. If they are payable to the Covered Person's estate, the Company may pay such benefits, up to an amount not to exceed \$1,000, to any of the Covered Person's relatives by blood or marriage who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision will fully discharge the Company to the extent of such payment.

**ASSIGNMENT:** Subject to any written direction of the Covered Person in the application or otherwise, all or a portion of any benefits provided by the Policy may, at the Company's option and unless the Covered Person requests otherwise in writing not later than the time of filing proofs of loss, be paid directly to the provider or facility rendering such services; but it is not required that the service be rendered by a particular provider or facility.

**PHYSICAL EXAMINATION:** We have the right to have a Covered Person examined at Our expense when and as often as is reasonable during the handling of a claim.

**RECOVERY OF OVERPAYMENT:** If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

We will not withhold any portion of any benefits payable, on the basis that the sum withheld is an adjustment or correction of an overpayment made on a prior claim arising under the Policy unless:

1. We have clear, documented evidence of an overpayment and written authorization from the claimant permitting such withholding procedure, or
2. We have clear, documented evidence that:
  - a. The overpayment was clearly erroneous under the provisions of the Policy. If the overpayment is the subject of a reasonable dispute as to facts, this procedure may not be used; and
  - b. The error which resulted in the overpayment is not a mistake of law; and
  - c. We notify the claimant within six (6) months of the date of the error, except that in instances of error prompted by representations or nondisclosures of claimants, We notify the claimant within fifteen (15) days after the date that clear, documented evidence of discovery of such error is included in Our file; and
  - d. Such notice states clearly the nature of the error, the amount of the overpayment, and the three year limitation as stated below.

We may use the procedure set forth above provided that the claim used to adjust the first **overpayment** is made no later than three years after the date of the error.

As used in this section, the date of the error shall be the day on which the draft for benefits is issued.

**ENTIRE CONTRACT:** The Policy, the Application(s), the Certificate, the Insured Member's Enrollment Form(s) and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or Insured Member will be considered representations and not warranties. No written statement made by an Insured Member will be used in any contest unless a copy of the statement is furnished to the Insured Member or his or her authorized personal representative.

**TIME LIMIT ON CERTAIN DEFENSES:** After two years from a Covered Person's Certificate Date We cannot use misstatements, except fraudulent misstatements, in the Covered Person's Enrollment Form to void coverage or deny a claim for loss that happens after the two-year period.

No claim for loss incurred after one year from a Covered Person's Certificate Date shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existed prior to the effective date of such person's coverage.

The above provisions also apply to riders attached to an issued Certificate. In applying them, the word "rider" will be used for the word "Certificate".

**LEGAL ACTIONS:** A Covered Person cannot bring any action at law or in equity for at least 60 days after he or she has given Us written Proof of Loss. No such action shall be brought after three (3) years from the time written Proof of Loss is required to be given.

**REINSTATEMENT:** Coverage lapses if You do not pay Your premium before the end of the Grace Period. Our later acceptance of premium, (or one of our authorized agents acceptance of premium) without requiring an Enrollment application for reinstatement, reinstates coverage under the Group Policy.

We will require an application for reinstatement. We will subject all representations made in this application to all of the provisions of the Group Policy, including **TIME LIMIT ON CERTAIN DEFENSES**. If We approve the application for reinstatement, We will reinstate coverage as of the approval date of the reinstatement Enrollment Application. If We do not approve the reinstatement and do not notify You in writing of the disapproval, We must reinstate coverage. The reinstatement will take place on the 45<sup>th</sup> day following the date of Our receipt of the Enrollment Application for reinstatement. The reinstated plan only covers:

1. Loss that results from Cancer or an Associated Cancerous Condition that You or a Covered Person sustains after reinstatement; or
2. A Positive Diagnosis made 30 days or more after the date of reinstatement.

In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated coverage. We will apply any premiums that We accept for reinstatement to a period for which You have not paid premiums. We will not apply any premium to any period more than 60 days before the reinstatement date.

**WE WILL NOT CONSIDER A REQUEST FOR REINSTATEMENT THAT YOU MAKE MORE THAN 180 DAYS AFTER YOUR CERTIFICATE HAS LAPSED.**

**MISSTATEMENT OF AGE:** If the age of a Covered Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Covered Person's true age. No misstatement of age will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

**CERTIFICATES:** We will give each Insured Member who is approved by Us for coverage a Certificate that describes the insurance benefits and the terms, conditions and limitations of coverage. The provisions and coverage provided under issued Certificates may vary by state based upon specific state requirements. The provisions of the Certificate issued to an Insured Member will be the controlling provisions governing the coverage of the Covered Person(s) under the Certificate.

**CLERICAL ERROR:** Clerical error on the part of the Policyholder will not void coverage that would otherwise be in force or continue coverage that would otherwise have terminated.

**CONFORMITY WITH STATE STATUTES:** On the Policy Effective Date or on the Certificate Date, if any contract provision conflicts with the laws of the state of issue, it shall be deemed to conform to such law.

**IMPORTANT NOTICE TO PERSONS ON MEDICARE  
THIS INSURANCE DUPLICATES SOME MEDICARE BENEFITS**

**THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

This insurance pays a fixed amount, regardless of your expenses, if you meet the policy conditions, for one of the specific diseases or health conditions named in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

This insurance duplicates Medicare benefits because Medicare generally pays for most of the expenses for the diagnosis and treatment of the specific conditions or diagnoses named in the policy.

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

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

**BEFORE YOU BUY THIS INSURANCE**

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

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

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

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

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

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Date

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Applicant's Signature

**IMPORTANT INFORMATION FOR  
ARKANSAS POLICYOWNERS**

If you have questions about your policy or a claim you have filed, please contact your insurance company or your agent:

Standard Life and Accident Insurance Company  
C/O Customer Service Department  
P.O. Box 696820  
San Antonio, Texas 78269

Telephone: 1-888-350-1488  
1-409-763-4661

Agent \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

If you are unable to resolve a problem with your insurance company or your agent, you may contact the Arkansas Department of Insurance:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1804

Telephone: 1-800-852-5494  
1-501-371-2640

E-Mail: [Insurance@mail.state.ar.us](mailto:Insurance@mail.state.ar.us)

Web Site: [www.state.ar.us/insurance](http://www.state.ar.us/insurance)

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