

**State:** Arkansas **Filing Company:** Life of the South Insurance Company  
**TOI/Sub-TOI:** H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only  
**Product Name:** Accident and Sickness Expense Limited Benefits Insurance  
**Project Name/Number:** AEP/Limited Benefits/LOTS2012

## Filing at a Glance

Company: Life of the South Insurance Company  
Product Name: Accident and Sickness Expense Limited Benefits Insurance  
State: Arkansas  
TOI: H071 Individual Health - Specified Disease - Limited Benefit  
Sub-TOI: H071.002A Dread Disease - Cancer Only  
Filing Type: Form/Rate  
Date Submitted: 07/16/2012  
SERFF Tr Num: YTYC-128567764  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: AEP2012.60 FR  
  
Implementation: On Approval  
Date Requested:  
Author(s): Kathleen Lohmann, Erich Lohmann, Tamara Matyiko  
Reviewer(s): Rosalind Minor (primary)  
Disposition Date: 08/07/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

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## General Information

Project Name: AEP/Limited Benefits	Status of Filing in Domicile: Pending
Project Number: LOTS2012	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 08/07/2012
	State Status Changed: 08/07/2012
Deemer Date:	Created By: Erich Lohmann
Submitted By: Erich Lohmann	Corresponding Filing Tracking Number: YTYC-128566542

### Filing Description:

We are submitting the captioned on behalf of the Life of the South Insurance Company, for your review and approval. This is a new filing and does not replace any filing previously approved.

Application LS-AP10501SA-1 (4/12) has been submitted with filing YTYC-128566542 for review and has not yet been approved.

Please feel free to call me at 1-636-639-1880, extension 223, if you have any questions or need additional information. Your acknowledgement and acceptance of this filing will be appreciated.

## Company and Contact

### Filing Contact Information

Kathleen Lohmann, Assistant Manager	kathy.lohmann@y2yc.com
1580 N. Point Prairie Road	636-639-1880 [Phone]
Foristell, MO 63348	636-639-1233 [FAX]

### Filing Company Information

(This filing was made by a third party - yeartoyearconsultingllc)

Life of the South Insurance Company	CoCode: 97691	State of Domicile: Georgia
2350 Prince Av., Bldg. 1 Ste 4	Group Code: 17	Company Type: L&H
Athens, GA 30603	Group Name:	State ID Number:
(904) 351-9660 ext. [Phone]	FEIN Number: 58-1458103	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	1 forms at \$50.00 per form 1 rate at \$50 per rate
	state of domicile requires \$25 per form, \$75 per rate / the fees are equal
Per Company:	No

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Company	Amount	Date Processed	Transaction #
Life of the South Insurance Company	\$100.00	07/16/2012	60909403

SERFF Tracking #:

YTYC-128567764

State Tracking #:

Company Tracking #:

AEP2012.60 FR

State: Arkansas

Filing Company: Life of the South Insurance Company

TOI/Sub-TOI: H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only

Product Name: Accident and Sickness Expense Limited Benefits Insurance

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/07/2012	08/07/2012

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	07/18/2012	07/18/2012

#### Response Letters

Responded By	Created On	Date Submitted
Erich Lohmann	08/06/2012	08/06/2012

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## Disposition

Disposition Date: 08/07/2012

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Life of the South Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document (revised)	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Replaced	Yes
Supporting Document	SERFF Filing Authorization	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Filing memorandum	Approved-Closed	Yes
Form (revised)	Critical Illness-Cancer Only Benefit Policy	Approved-Closed	Yes
Form	Critical Illness-Cancer Only Benefit Policy	Replaced	Yes
Rate	Critical Illness-Cancer Only Premium Rate Schedule	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/18/2012  
Submitted Date 07/18/2012  
Respond By Date

Dear Kathleen Lohmann,

### **Introduction:**

*This will acknowledge receipt of the captioned filing.*

### **Objection 1**

*- Critical Illness-Cancer Only Benefit Policy, LS-1560P-AR (Form)*

*Comments:*

*With respect to handicapped dependents, there can be not time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.*

### **Objection 2**

*- Critical Illness-Cancer Only Benefit Policy, LS-1560P-AR (Form)*

*Comments:*

*Rule and Regulation 18, APPENDIX 1 A(5) states that...."No Policy issued pursuant to this Section shall contain a waiting or probationary period greater than thirty (30) days. For Invasive Cancer, there is a limited amount payable of 10% up to \$1,000 if manifested and/or diagnosed on the 31st to 89th day. If Invasive Cancer is manifested and/or Diagnosed on the 90th day or after the date of coverage, there is a greater benefit payable of \$5,000 to \$25,000. This would be applying a waiting period greater than 30 days before full benefits are payable for Invasive Cancer.*

### **Conclusion:**

*A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.*

*Please feel free to contact me if you have questions.*

*Sincerely,*

*Rosalind Minor*

SERFF Tracking #:

YTYC-128567764

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/06/2012
Submitted Date	08/06/2012

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Dear Rosalind Minor,

**Introduction:**

*This is in response to objection dated 07/18/2012. We will address your concerns in the order presented.*

**Response 1**

**Comments:**

*The handicapped dependants provision has been revised to comply with ACA 23-85-131(b) and Bulletin 14-81*

**Related Objection 1**

*Applies To:*

*- Critical Illness-Cancer Only Benefit Policy, LS-1560P-AR (Form)*

*Comments:*

*With respect to handicapped dependents, there can be not time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.*

**Changed Items:**

*No Supporting Documents changed.*

State: Arkansas

Filing Company:

Life of the South Insurance Company

TOI/Sub-TOI: H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only

Product Name: Accident and Sickness Expense Limited Benefits Insurance

Project Name/Number: AEP/Limited Benefits/LOTS2012

## Form Schedule Item Changes

Item No.	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	LS-1560P-AR	POL	Critical Illness- Cancer Only Benefit Policy	Initial	42.400	LOTS Cancer Only Critical Illness Policy rev AR.pdf	Date Submitted: 08/06/2012 By: Erich Lohmann

## Previous Version

1	LS-1560P-AR	POL	Critical Illness- Cancer Only Benefit Policy	Initial	42.400	LOTS Cancer Only Critical Illness Policy rev AR.pdf	Date Submitted: 08/06/2012 By: Erich Lohmann
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No Rate/Rule Schedule items changed.

**Response 2****Comments:**

The waiting period has been removed.

**Related Objection 2**

Applies To:

- Critical Illness-Cancer Only Benefit Policy, LS-1560P-AR (Form)

Comments:

Rule and Regulation 18, APPENDIX 1 A(5) states that...."No Policy issued pursuant to this Section shall contain a waiting or probationary period greater than thirty (30) days. For Invasive Cancer, there is a limited amount payable of 10% up to \$1,000 if manifested and/or diagnosed on the 31st to 89th day. If Invasive Cancer is manifested and/or Diagnosed on the 90th day or after the date of coverage, there is a greater benefit payable of \$5,000 to \$25,000. This would be applying a waiting period greater than 30 days before full benefits are payable for Invasive Cancer.

**Changed Items:**

SERFF Tracking #:

YTYC-128567764

State Tracking #:

Company Tracking #:

AEP2012.60 FR

State: Arkansas

Filing Company: Life of the South Insurance Company

TOI/Sub-TOI: H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only

Product Name: Accident and Sickness Expense Limited Benefits Insurance

Project Name/Number: AEP/Limited Benefits/LOTS2012

**Supporting Document Schedule Item Changes**

Satisfied -Name: Outline of Coverage

Comment:

**Form Schedule Item Changes**

Item No.	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	LS-1560P-AR	POL	Critical Illness- Cancer Only Benefit Policy	Initial	42.400	LOTS Cancer Only Critical Illness Policy rev AR.pdf	Date Submitted: 08/06/2012 By: Erich Lohmann
<i>Previous Version</i>							
1	LS-1560P-AR	POL	Critical Illness- Cancer Only Benefit Policy	Initial	42.400	LOTS Cancer Only Critical Illness Policy rev AR.pdf	Date Submitted: 08/06/2012 By: Erich Lohmann

No Rate/Rule Schedule items changed.

**Conclusion:**

Your acknowledgment of receipt of this filing will be appreciated.

Sincerely,

Erich Lohmann

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## Form Schedule

### Lead Form Number:

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/Action Specific Data	Readability Score	Attachments
1	Approved-Closed 08/07/2012	LS-1560P-AR	POL	Critical Illness-Cancer Only Benefit Policy	Initial:	42.400	LOTS Cancer Only Critical Illness Policy rev AR.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

# LIFE OF THE SOUTH INSURANCE COMPANY

Administrative Office: 10151 Deerwood Park Boulevard, Building 100, Suite 500  
Jacksonville, FL 32256 (800) 888-2738  
(called "We", "Us", or "Our")

## **GUARANTEED RENEWABLE TO AGE 65, SUBJECT TO CHANGE IN PREMIUM BY CLASS. BENEFITS FOR A CANCER ONLY CRITICAL ILLNESS AS DESCRIBED AND LIMITED IN THIS POLICY. NONPARTICIPATING**

**WE AGREE TO PAY** the benefits described in this Policy, subject to its provisions, exclusions and limitations.

**YOU** or **YOUR** refers to the Owner of this Policy, which means the Insured unless otherwise stated in the application or later changed.

**LEGAL CONTRACT.** This Policy is a legal contract between You and Us. You should **READ THIS CONTRACT CAREFULLY.**

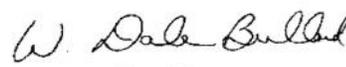
**GUARANTEED RENEWABLE TO AGE 65 – SUBJECT TO CHANGE IN PREMIUM BY CLASS.** You may continue the coverage on each Insured Person provided by this Policy, until the Policy anniversary on or following the Insured Person's 65<sup>th</sup> birthday, subject to the Policy's Termination and Insured Child provisions, by paying all premiums when they are due. We will not add any restrictive riders or endorsements while this Policy is in force. We reserve the right to change the premium charged for this Policy. Any change in premium will be made on a class basis only, as We determine, and will be based on the Insured Person's Age on the Effective Date. No change in premium will become effective until 60 days after We deliver to You, or mail to Your last known address, a written notice of premium change. Premiums may not be changed more often than once every 12 months.

**MEDICAID ELIGIBILITY.** The Insured Person's current or future eligibility for Medicaid may affect the payment of benefits provided by this Policy. It is possible that the benefits provided by this Policy will not be paid directly to You, because state regulations may require payments to be made to the Medicaid organization or to the medical provider.

**TEN DAYS TO EXAMINE POLICY.** You may return the Policy within 10 days after delivery, either to Us or to Our authorized agent, if You are not satisfied with it for any reason. The return of this Policy will void it from the Effective Date and any premium paid will be refunded.

Signed at Our Administrative Office.

  
Secretary

  
President

### **CONTENTS OF POLICY**

Policy Data	Page 2	Exclusions	Pages 4 & 5
Schedule of Benefits and Premiums	Page 2	Claims	Page 5
Definitions	Pages 3	General Provisions	Pages 6 & 7
Benefit	Pages 4	Family Coverage	Pages 7 & 8

A copy of the application and any supplemental applications will be included after the last page of this Policy.

**THIS IS A LIMITED BENEFIT POLICY.  
PLEASE READ IT CAREFULLY.**

**POLICY DATA**

**Insured Person – Insured, [Insured Spouse], [Insured Child(ren)]**

Insured	[Name]	Policy Number	[00000]
Gender	[Sex]	Effective Date	[Date]
Premium Period	[Annual]	Age at Issue	[Age]

**POLICY SCHEDULE OF BENEFITS AND PREMIUMS**

**Invasive Cancer:** If manifested and/or diagnosed on the 31<sup>st</sup> day or later after the date of coverage on an Insured Person becomes effective we will pay up to [\$5,000 to \$25,000].

**Invasive Cancer Reduced Benefit Period:** If manifested and/or diagnosed on the 1<sup>st</sup> to 30<sup>th</sup> day after the date of coverage on an Insured Person becomes effective the most we will pay is 10% of [\$5,000-\$25,000] up to a maximum of \$1,000.

**Annual Premium**

Insured	[\$00.00]
[Spouse]	[\$00.00]
[Child(ren)]	[\$00.00]

**Benefit Payable Per Lifetime Per Insured**

Insured	[\$5,000-25,000]
[Spouse]	[\$5,000-25,000]
[Child(ren)]	[\$5,000-25,000]

**Total Annual Premium**           [\$00.00]

Premiums payable other than annually are equal to a percentage of the annual premium and include additional premium charges. The Insured will save money by paying the premiums on an annual basis. The first [ANNUAL] premium is [\$000.00].

## DEFINITIONS

**AGE** means the attained age as of the Insured Person's last birthday.

**CRITICAL ILLNESS** means invasive cancer. See the Cancer Only Critical Illness Diagnosis Benefit provision.

**DIAGNOSED/DIAGNOSIS/DIAGNOSTIC** means a definitive diagnosis made by a Physician (where applicable, specializing in a particular area of medicine):

- (a) based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations; and the results must be documented in and supported by the Insured Person's medical records; and
- (b) meeting any diagnostic requirements stated in this Policy for the particular critical illness being diagnosed.

**INSURED** means the person named as "Insured" in the Policy Data (or the Insured Spouse, or the child(ren) if indicated as an "Insured Person" in the Policy Data. Such Insured Spouse becomes the Insured upon the death of the person named as "Insured" in the Policy Data).

**INCURS/INCURRED** means an event or incident that:

- (a) initially occurs on or after the date of coverage on an Insured Person becomes effective under this Policy; and
- (b) initially occurs while coverage on an Insured Person under this Policy is in force; and
- (c) is not excluded by any specific description or exclusion stated in this Policy.

**MANIFESTS/MANIFESTED/MANIFESTATION** means a condition or symptom for which a person would seek diagnosis, medical advice, care, attention or treatment:

- (a) on or after the date coverage on an Insured Person becomes effective under this Policy; and
- (b) while coverage on an Insured Person under this Policy is in force; and
- (c) that is not excluded by any specific description or exclusion stated in this Policy.

**PHYSICIAN** means a person who:

- (a) is a legally qualified-practitioner of the healing arts and is licensed in the United States or its territories;
- (b) practices within the scope of his or her license;
- (c) is not the Insured Person;
- (d) is not related to the Insured Person as a spouse, parent, child or sibling; and
- (e) does not customarily reside in the same household as the Insured Person.

**PREEXISTING CONDITION** means those conditions for which medical advice, Diagnosis, care or treatment was received or recommended within the 1 year period immediately preceding the Effective Date of the Insured Person's coverage.

**UNITED STATES** means the 50 states, plus the District of Columbia, and includes Guam, the U.S. Virgin Islands and Puerto Rico.

## CANCER ONLY CRITICAL ILLNESS BENEFIT PAYMENT CONDITIONS

When we receive due written proof that expenses incurred are due to the critical illness, We will pay the benefits outlined in the Cancer Only Critical Illness Benefits section up to the Benefit Payable Per Lifetime Per Insured shown in the Policy Schedule and subject to all applicable Policy provisions..

The payment of benefits for a critical illness stated in the Policy Schedule is subject to the following conditions:

- (a) the critical illness initially Incurs and/or Manifests; and
- (b) the critical illness is initially diagnosed while the coverage on an Insured Person is effective under this Policy; and
- (c) the critical Illness is diagnosed within the United States or its territories; and
- (d) the benefit payment is not excluded by any general or specific exclusion or limitation.

We reserve the right to request that a Physician of Our choice review any Diagnosis in the event of a dispute or disagreement regarding the appropriateness or correctness of a Diagnosis. We also reserve the right to require that an Insured Person submit to an examination to confirm a disputed Critical Illness. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed Diagnosis. We will pay for any such requested examination or review.

## CANCER ONLY CRITICAL ILLNESS BENEFITS

### **INPATIENT HOSPITAL SERVICES BENEFIT**

We will pay benefits for hospital room and board for semi-private accommodations and other hospital furnished medical services or supplies.

### **X-RAY BENEFIT**

We will pay benefits if an Insured Person requires an x-ray, radium or other therapy procedures used in diagnosis and treatment.

### **AMBULANCE OR EMERGENCY TRANSPORTATION BENEFIT**

We will pay for transportation of an Insured Person in a professional ambulance for local service to or from a local Hospital. We will also pay for emergency transportation if, in the opinion of the attending Physician, it is necessary to transport the Insured Person to another locality for treatment of the illness.

### **DRUGS BENEFIT**

We will pay for drugs and medicines prescribed by a Physician.

### **QUALIFIED CARE BENEFIT**

We will pay for treatment by a legally qualified Physician or surgeon. We will also pay for the private duty services of a registered nurse (R.N.).

### **BLOOD TRANSFUSION BENEFIT**

We will pay for a blood transfusion or transfusions, including the expense(s) incurred for blood donors.

### **ADDITIONAL TREATMENT DEVICES BENEFIT**

We will pay for the rental of an iron lung or similar mechanical apparatus. Braces, crutches and wheel chairs as deemed necessary by the attending Physician for the treatment of the illness.

## **CANCER ONLY CRITICAL ILLNESS DIAGNOSIS**

If Invasive Cancer initially both Manifests and is diagnosed after the date of coverage on the Insured Person becomes effective under this Policy, We will pay the Benefit Payable as shown on the Policy Schedule.

**INVASIVE CANCER** means the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tumor.

For the purpose of this definition, Invasive Cancer does **NOT** include:

- (a) any carcinoma in situ lesion regardless of origin, classified as  $T_{is}N_0M_0$ ;
- (b) any  $T_1N_0M_0$  lesion treated by endoscopic procedures;
- (c) melanoma,  $T_1N_0M_0$  with maximum Breslow thickness of less than or equal to 1.0mm; or
- (d) prostate cancer  $T_1bN_0M_0$ .

### **DIAGNOSTIC REQUIREMENTS FOR INVASIVE CANCER**

Invasive Cancer must be diagnosed by a Physician certified to practice pathological anatomy or osteopathic pathology and must be based on a microscopic examination of fixed tissues or preparations from the hemic system. Such Diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histocytologic architecture or pattern of the suspected tumor, tissue, and/or specimen. Clinical Diagnosis of Invasive Cancer will be accepted as evidence that Invasive Cancer exists when a pathological Diagnosis cannot be made, provided the medical evidence substantially documents the clinical Diagnosis of Invasive Cancer and the Insured Person receives treatment for Invasive Cancer.

We reserve the right to require a physical examination of the Insured Person and/or the review of any Critical Illness diagnosis by a Physician of Our choice in the United States at Our expense. Such Physician must:

- (a) have specialty training and board certification in the field of medicine specific to the critical illness being Diagnosed; and
- (b) must follow all standardly accepted procedures and protocols in the diagnosis of the Critical Illness.

We will not pay for any travel or other expenses of the Insured Person related to any such examination. We reserve the right to select an independent and acknowledged expert in the applicable field of medicine to review the evidence used in making any disputed Critical Illness Diagnosis.

## **EXCLUSIONS**

For any Insured Person:

- (a) We will pay NO benefits for any Critical Illness that is Incurred or Manifests, whichever is applicable, and/or diagnosed before the first 30 days after the date coverage on the Insured Person becomes effective under this Policy. However, an Insured Child born after the Effective Date of this Policy or any subsequent reinstatement will be covered from birth for the Critical Illnesses stated in the Policy Schedule.
- (b) We will pay NO benefits for any Critical Illness or any loss caused in whole or in part by, or resulting in whole

or in part from any illness, loss, or condition specifically excluded from the definition of any Critical Illness; or

### **PREEXISTING CONDITION LIMITATION**

We will pay NO benefits for Critical Illness that are caused by a Preexisting Condition unless the Critical Illness commences after this Policy has been in force for 12 months from the Effective Date or most recent reinstatement date. We will not use the existence of a Preexisting Condition to deny benefits after this Policy has been in force for a period of 12 months following the date of application for this Policy.

### **PREMIUMS**

This Policy is effective for an initial term of 1 Premium Period as stated in the Policy Data. It may be renewed by the timely payment of the renewal premium. The first premium is due on or before the Effective Date. Each renewal premium is due at the expiration of the period for which the preceding premium was paid. Each renewal premium must be paid on or before its due date, or within the Grace Period. You may pay premiums at Our Administrative Office. You may request to change the Premium Period, subject to Our rules at the time of Your request.

### **GRACE PERIOD**

If a premium, other than the first, is not paid by its due date, Your Policy will remain in force for a period of 31 days from the premium due date.

### **LAPSE**

If any premium is not paid before the end of the Grace Period, Your Policy will lapse. The date of lapse will be the date following the last day of the Grace Period. **Your Policy will terminate upon lapse and provide NO further benefits.**

### **REINSTATEMENT**

If Your Policy lapses, You may apply to reinstate it by:

- (a) paying the required premium; and
- (b) submitting an application for reinstatement, if We so require.

If We accept the premium without requiring an application, this Policy will be reinstated.

If We ask for an application, We will issue a receipt for the premium. If We approve the application, this Policy will be reinstated as of the approval date. If We disapprove the application, We will notify You in writing. If We fail to notify You of Our disapproval, this Policy will be reinstated 45 days after the date of the premium receipt.

We will pay NO benefits for a listed critical illness that Incurs or Manifests, whichever is applicable as stated in this Policy, and/or diagnosed before the end of 10 days after the date coverage on the Insured Person becomes effective under this Policy due to reinstatement.

However, an Insured Child born after the Effective Date of this Policy or any subsequent reinstatement will be covered from birth for the listed Critical Illness stated in the Policy Schedule.

If You do not request a reinstatement within 60 days from the date any unpaid premium was due, no further benefits will be provided by this Policy, and after the stated time, You may be required to apply for a new Policy.

Except for the above and any new provisions We may require for reinstatement, Your rights and Ours under this Policy will be the same as just before the Policy lapsed.

Between the lapse date and reinstatement date, no benefits are payable.

Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

### **UNEARNED PREMIUM REFUND**

If the Insured or the Insured Spouse, if covered under this Policy, dies before the end of a Premium Period for which premium has been paid, We will refund the portion of premium that was applied to coverage for the decedent for the time period beyond the end of the Month in which death occurred. Unearned premiums shall be paid in lump sum on a date no later than thirty (30) days after the proof of the Insured's death has been furnished to Us.

### **UNPAID PREMIUM**

We will deduct any premium due from any benefits that become payable to You under this Policy.

## **CLAIMS**

### **NOTICE OF CLAIM**

You must provide to Us written notice of loss within 60 days from the date of loss or as soon as reasonably possible. You may provide notice of loss at Our Administrative Office, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, FL 32256, or to any of Our authorized agents. Your notice should include Your name and Policy Number as

shown in the Policy Data.

**YOUR POLICY MAY NOT APPLY WHEN YOU HAVE A CLAIM! PLEASE READ!**

Your Policy was issued based on the information entered in Your application, a copy of which is attached to this Policy. If, to the best of Your knowledge and belief, there is any misstatement in Your application, or if any information concerning the medical history of any Insured Person has been omitted, You should advise Us immediately regarding the incorrect or omitted information; otherwise, Your Policy may not be a valid contract.

**CLAIM FORMS**

When We receive Your notice of loss, We will send You the forms required to file a claim. If the forms are not sent within 15 days, You will have met the proof of loss requirements if You have provided to Us a written statement of the nature and extent of Your loss within the time allowed for filing a proof of loss.

**PROOF OF LOSS**

You must provide to Us, at Your expense, written proof of loss within 180 days from the date of loss. If it is not reasonably possible for You to file a written proof of loss within the stated time, Your claim will not be affected if You file a written proof of loss as soon as possible. However, unless You are legally incapacitated, You must file a written proof of loss no later than 15 months from the date of loss.

**TIME OF PAYMENT OF CLAIMS**

We will pay benefits immediately upon receipt of satisfactory proof of loss.

**PAYMENT OF CLAIMS**

We will pay all of the benefits provided by this Policy to You or to Your designated Beneficiary in the event of Your death, unless You have assigned the benefits. If You have requested an assignment of benefits in writing, either before or with Your written proof of loss, We can pay all or part of any benefit to the assignee.

We may pay any benefits provided by this Policy that become payable to Your estate to any relative who We determine is entitled to a payment. Such payment will discharge Our liability for that payment.

**GENERAL PROVISIONS**

**ENTIRE CONTRACT – CHANGES**

This Policy, riders, and the attached application are the entire contract. This contract is made in consideration of the application and the payment of premiums as required. We have relied on all statements in the application for this Policy as being complete and true to the best of the knowledge and belief of the person signing the application.

No change to this Policy will be valid until approved by 1 of Our officers and unless such approval be endorsed hereon or attached hereto. No agent or other representative has the authority to change or waive any Policy provision or extend the time for paying a premium.

**AGE AND GENDER**

If an Insured Person's Age or gender is not correct as stated in the application and Policy, all benefits provided by this Policy will be the benefits that the premium paid would have purchased at the Insured Person's correct Age or gender on the Effective Date. If the correct Age is such that We would not have issued this Policy or an Insured Person's coverage under this Policy would have terminated, Our liability under this Policy is limited to a refund of any premiums paid for the period which there was no coverage.

**INCONTESTABLE**

After 3 years from the Effective Date or reinstatement date of this Policy, no misstatements made by the applicant in the application for this Policy shall be used to void the Policy or deny a claim for loss incurred (as defined in the Policy) commencing after the expiration of such 3 year period.

No claim for loss incurred, as defined in the policy, commencing after three (3) years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy

**TERMINATION**

Coverage for each Insured Person will terminate on the earlier of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary on or following the date the Insured Person reaches Age 65. (The maximum coverage Age for the Insured and Insured Spouse is Age 65. The maximum age for an Insured Child is explained in the

- Insured Child Provision.); or
- (c) the Benefit Payable Per Lifetime Per Insured is paid.

This Policy can be continued for any remaining Insured Persons, after coverage has been terminated for an Insured Person. The premium will be recalculated based on the remaining Insured Persons as of the Effective Date of this Policy. The termination of coverage on any Insured Person will not reduce Our liability for any claim originating prior to the termination.

This Policy will terminate on the earliest of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary date on or next following the date that the last Insured Person reaches their maximum coverage age;
- (c) any premium due date requested by You in writing;
- (d) the end of the Grace Period following the due date for which a premium was not paid; or
- (e) the death of the Insured and the Insured Spouse (if any).

#### **OWNER**

The Insured is the Owner of this Policy unless otherwise stated in the application or later changed.

As Owner, You may exercise all rights in this Policy while the Insured Person is living. If You are without legal capacity, We will allow Your rights to be exercised by:

- (a) a legally appointed Guardian responsible for Your property; or
- (b) at Our sole discretion a person who We determine is responsible for Your welfare and support.

To exercise Your rights, You must follow the procedures stated in this Policy. All elections, designations, and Policy change requests must be made in writing and in a form acceptable to Us.

If You change Your Beneficiary, address, or request any other action by Us, You should do so on the form prepared for each purpose. You may obtain such forms from Our Administrative Office.

#### **BENEFICIARY**

The Beneficiary designated by You in the application or later changed will receive any benefits unpaid at Your death. All surviving beneficiaries of the same class will share equally in any payments to that class, unless otherwise designated by You.

If no stated beneficiary is living at the time of the Insured's death, We will pay:

- (a) the personal representative of the Insured's estate; or
- (b) the spouse, child, or parent of the Insured who We determine is entitled to payment.

#### **CHANGE OF OWNER OR BENEFICIARY**

While the Insured is living, You may change:

- (a) the Owner; or
- (b) Your Beneficiary designation, if it is not restricted by a previous designation.

We can require that any change on Your Policy be endorsed. Any change will be effective as of the date Your change request was signed, except that it will not apply to any payment We make or any action We take before We record or acknowledge Your request in Our Administrative Office.

#### **EFFECTIVE DATE**

This Policy will take effect at 12:01 AM (Central Time) on the Effective Date as stated in the Policy Data and will terminate at 11:59 PM (Central Time) on the date provided for termination. If this Policy lapses and is reinstated, the Effective Date is as described in the Reinstatement Provision. The Effective Date for any rider adding coverage for an Insured Person after this Policy is issued will be as described in that rider.

#### **LEGAL ACTIONS**

No legal action may be brought to recover any benefits provided by this Policy until 60 days after the date written proof of loss was received. No action may be brought after 3 years from the date written proof was required.

#### **CONFORMITY WITH STATE STATUTES**

Any provision of this Policy, which conflicts with any laws of the state where this Policy was issued, is amended to conform to such laws.

#### **NONPARTICIPATION**

This Policy is nonparticipating. Premiums do not include a charge for participation in surplus.

#### **TAX CONSEQUENCES**

Benefits under this Policy may be taxable. If so, You or Your Beneficiary may incur tax obligations. As with all tax matters, You should consult Your personal tax advisor for more information about how this may effect You.

## **CANCELLATION BY THE INSURED**

You may cancel this Policy at any time by written notice delivered or mailed to Us. Cancellation will take effect upon the date We receive written notice, or upon such later date You specify in the notice. Should You cancel, We will return promptly the unearned portion of any premiums paid. Cancellation will not prejudice any claim which originates before the Effective Date of cancellation.

## **PHYSICAL EXAMINATION AND AUTOPSY**

At Our expense We may require:

- (a) a physical examination to be performed on an Insured Person by a Physician of Our choice in the United States, as often as is reasonably necessary while a claim is pending; or
- (b) an autopsy to be performed after an Insured Person's death, if allowed by law.

## **ASSIGNMENT**

You may assign the benefits payable under this Policy. Your rights and those of any other person referred to in this Policy will be subject to the assignment. We are not bound by an assignment unless it is in writing and until a duplicate of the original assignment has been filed at Our Home Office. We assume no responsibility regarding the validity of any assignment or payment made without notice of a prior assignment.

## **FAMILY COVERAGE**

### **INSURED SPOUSE**

**If the words "Insured Spouse" are NOT shown as an "Insured Person" in the Policy Data, this provision does not apply and We will pay NO benefits for Your spouse.**

An **Insured Spouse** means only the Insured's spouse named in the application for this Policy.

Coverage on the Insured Spouse will terminate on the Policy anniversary on or following the Insured Spouse's 65<sup>th</sup> birthday. The termination of coverage on the Insured Spouse will not reduce Our liability for any claim originating prior to the termination of such coverage.

If this Policy is in force and the Insured dies, the Insured Spouse may continue this Policy by payment of the required premiums when they are due. The following conditions will apply:

- (a) the Insured Spouse will become the Insured under this Policy; and
- (b) the premiums will be based on the Insured Spouse's Age on the Effective Date of this Policy.

If this Policy is in force and the Insured Spouse dies, We will reduce the premium.

If this Policy is in force and the Insured's marriage to the Insured Spouse is terminated by a divorce decree, the Insured Spouse may obtain a separate Cancer Only Critical Illness Policy, subject to the Conversion Privilege provision below. Coverage provided on any Insured Person by this Policy cannot be continued if the Insured Person is subsequently covered by a separate Cancer Only Critical Illness issued by Us. Coverage on any Insured Person provided by this Policy ceases when coverage on such Insured Person becomes effective under a separate Cancer Only Critical Illness Policy issued by Us.

### **INSURED CHILD**

**If the words "Insured Child" are NOT shown as an "Insured Person" in the Policy Date, this provision does not apply and We will pay NO benefits for Your child.**

An **Insured Child** under this Policy is the Insured's child (biological child, legally adopted child or the assumption and retention by the Insured of a legal obligation for total or partial support of a child in anticipation of the adoption of the child, or a stepchild) who is unmarried and dependent on the Insured, and is:

- (a) named in the application and is no more than 18 years of Age on the date of application;
- (b) born after the Effective Date of this Policy, and the Insured is named as the parent on the child's birth certificate;
- (c) legally adopted by the Insured after the Effective Date of this Policy and before the child's 19<sup>th</sup> birthday; or
- (d) foster child from the moment of placement in the foster home.

Coverage on any Insured Child will terminate on the earlier of:

- (a) the date on which this Policy lapses or terminates for the failure to meet a condition precedent required in the Policy;
- (b) the premium due date following the Insured Child's 19<sup>th</sup> birthday unless:
  - i) the Insured Child remains dependent on the Insured; and
  - ii) the Insured Child is either enrolled as a fulltime student in high school or in an institution of higher learning beyond high school, or has been so enrolled for at least 5 months of each year since his/her 19<sup>th</sup> birthday, or is eligible to enroll in such an institution but is prevented from enrolling due to illness;
- (c) the premium due date after the Insured Child's 26<sup>th</sup> birthday if coverage on the Insured Child is continued past the Insured Child's 19<sup>th</sup> birthday under this provision; or

- (d) the Date of Issue of a separate Policy, which is issued to the Insured Spouse and provides coverage on the Insured Child.

The termination of an Insured Child's Coverage will not reduce Our liability for any claim originating prior to the termination.

If this Policy is in force when an Insured Child's coverage terminates, such Insured Child may obtain a separate Cancer Only Critical Illness Policy, subject to the Conversion Privilege provision below.

The coverage provided on an Insured Child by this Policy may be continued, so long as the Insured child is legally incapable of self-sustained employment due to mental or physical incapacity.

You must submit satisfactory proof of incapacity or dependency to Us and subsequently as We may require, at our request and expense, but no more frequently than annually after the 2 year period following the date coverage on the Insured Child would otherwise have terminated. The premium for continuing the coverage on the incapacitated or dependent Insured Child shall remain at the child rate.

#### **CONVERSION PRIVILEGE**

We will issue a separate Cancer Only Critical Illness Policy to an Insured Spouse or Insured Child as described in this Policy.

Written application with payment of the first premium for such separate Policy must be made:

- (a) by the Insured Spouse within 31 days following termination of marriage by divorce decree;
- (b) prior to the Policy anniversary date on or following the Insured's 64<sup>th</sup> birthday; or
- (c) by the Insured Child within 31 days following the termination of his or her coverage under this Policy.

A separate Policy will be issued:

- (a) without evidence of insurability;
- (b) on a Policy form currently being issued by Us in Your state of residence, providing Cancer Only Critical Illness coverage can be issued or is still being issued by Us in Your state;
- (c) with the same provisions applicable to such Insured Person, if any, provided by this Policy;
- (d) with a current Effective Date;
- (e) at the premium rate and class in effect for the Insured Person's Age and sex on the date of application for the separate Policy;
- (f) with the same benefits payable, if any, reduced by any benefits previously paid for the Critical Illness stated in the Policy Schedule of Benefits; and
- (g) with the same Incontestable provision applicable to such Insured Person provided by this Policy, commencing on the date coverage on the Insured Person becomes effective under this Policy.

SERFF Tracking #:

YTYC-128567764

State Tracking #:

Company Tracking #:

AEP2012.60 FR

**State:** Arkansas **Filing Company:** Life of the South Insurance Company  
**TOI/Sub-TOI:** H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only  
**Product Name:** Accident and Sickness Expense Limited Benefits Insurance  
**Project Name/Number:** AEP/Limited Benefits/LOTS2012

### Rate Information

Rate data applies to filing.

**Filing Method:** Prior Approval  
**Rate Change Type:** Neutral  
**Overall Percentage of Last Rate Revision:** %  
**Effective Date of Last Rate Revision:**  
**Filing Method of Last Filing:** new program

### Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Life of the South Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

**SERFF Tracking #:**

YTYC-128567764

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## Rate/Rule Schedule

Item No.	Schedule Item Status	Document Name	Affected Form Numbers (Separated with commas)	Rate Action*	Rate Action Information	Attachments
1	Approved-Closed 08/07/2012	Critical Illness-Cancer Only Premium Rate Schedule	LS-1560P-AR	New		LS-1560P Cancer Only Critical Illness Premium Rate Schedule 7-3-12.pdf LS-1560P Cancer Only Critical Illness Premium Rate Schedule 7-3-12.pdf

Cancer Only Critical Illness Plan  
Annual Premium Rates

Cancer Only Critical Illness Pricing - Annual Premium				
Non-Tobacco				
Adult Rate			Children Rate	
Maximum			Maximum	
\$ 5,000			\$ 5,000	
Issue Age	Female	Male		
18-24	\$7.87	\$4.84	\$ 6.87	
25-29	\$13.74	\$7.89		
30-34	\$19.68	\$11.33		
35-39	\$26.61	\$15.83		
40-44	\$35.11	\$21.80		
45-49	\$45.22	\$30.33		
50-54	\$56.80	\$41.72		
55-59	\$70.15	\$55.01		
60-64	\$83.74	\$69.77		
Maximum			Maximum	
\$ 10,000			\$ 10,000	
Issue Age	Female	Male		
18-24	\$15.74	\$9.67	\$ 13.74	
25-29	\$27.47	\$15.79		
30-34	\$39.35	\$22.66		
35-39	\$53.22	\$31.66		
40-44	\$70.21	\$43.60		
45-49	\$90.44	\$60.66		
50-54	\$113.60	\$83.45		
55-59	\$140.29	\$110.02		
60-64	\$167.48	\$139.55		

Cancer Only Critical Illness Pricing - Annual Premium				
Tobacco				
Adult Rate			Children Rate	
Maximum			Maximum	
\$ 5,000			\$ 5,000	
Issue Age	Female	Male		
18-24	\$14.70	\$9.42	\$ 6.87	
25-29	\$25.02	\$14.87		
30-34	\$35.39	\$20.60		
35-39	\$47.77	\$28.18		
40-44	\$64.15	\$39.25		
45-49	\$84.33	\$55.79		
50-54	\$108.26	\$79.03		
55-59	\$137.12	\$107.21		
60-64	\$167.48	\$139.55		
Maximum			Maximum	
\$ 10,000			\$ 10,000	
Issue Age	Female	Male		
18-24	\$29.41	\$18.84	\$ 13.74	
25-29	\$50.03	\$29.74		
30-34	\$70.78	\$41.20		
35-39	\$95.54	\$56.36		
40-44	\$128.30	\$78.51		
45-49	\$168.66	\$111.58		
50-54	\$216.52	\$158.07		
55-59	\$274.25	\$214.43		
60-64	\$334.96	\$279.09		

Cancer Only Critical Illness Plan  
Annual Premium Rates

Cancer Only Critical Illness Pricing - Annual Premium				
Non-Tobacco				
Adult Rate			Children Rate	
Maximum			Maximum	
\$ 15,000			\$ 15,000	
Issue Age	Female	Male		
18-24	\$23.60	\$14.51		\$ 20.61
25-29	\$41.21	\$23.68		
30-34	\$59.03	\$34.00		
35-39	\$79.84	\$47.49		
40-44	\$105.32	\$65.40		
45-49	\$135.66	\$90.99		
50-54	\$170.41	\$125.17		
55-59	\$210.44	\$165.04		
60-64	\$251.22	\$209.32		
Maximum			Maximum	
\$ 20,000			\$ 20,000	
Issue Age	Female	Male		
18-24	\$31.47	\$19.34		\$ 27.47
25-29	\$54.95	\$31.58		
30-34	\$78.70	\$45.33		
35-39	\$106.45	\$63.32		
40-44	\$140.42	\$87.21		
45-49	\$180.88	\$121.32		
50-54	\$227.21	\$166.89		
55-59	\$280.59	\$220.05		
60-64	\$334.96	\$279.09		
Maximum			Maximum	
\$ 25,000			\$ 25,000	
Issue Age	Female	Male		
18-24	\$39.34	\$24.18		\$ 34.35
25-29	\$68.68	\$39.47		
30-34	\$98.38	\$56.66		
35-39	\$133.06	\$79.15		
40-44	\$175.53	\$109.01		
45-49	\$226.10	\$151.65		
50-54	\$284.01	\$208.61		
55-59	\$350.74	\$275.06		
60-64	\$418.70	\$348.87		

Cancer Only Critical Illness Pricing - Annual Premium				
Tobacco				
Adult Rate			Children Rate	
Maximum			Maximum	
\$ 15,000			\$ 15,000	
Issue Age	Female	Male		
18-24	\$44.11	\$28.26		\$ 20.61
25-29	\$75.05	\$44.62		
30-34	\$106.17	\$61.80		
35-39	\$143.30	\$84.54		
40-44	\$192.45	\$117.76		
45-49	\$252.99	\$167.37		
50-54	\$324.78	\$237.10		
55-59	\$411.37	\$321.64		
60-64	\$502.45	\$418.64		
Maximum			Maximum	
\$ 20,000			\$ 20,000	
Issue Age	Female	Male		
18-24	\$58.81	\$37.67		\$ 27.47
25-29	\$100.07	\$59.49		
30-34	\$141.56	\$82.40		
35-39	\$191.07	\$112.71		
40-44	\$256.60	\$157.01		
45-49	\$337.32	\$223.16		
50-54	\$433.04	\$316.13		
55-59	\$548.50	\$428.86		
60-64	\$669.93	\$558.18		
Maximum			Maximum	
\$ 25,000			\$ 25,000	
Issue Age	Female	Male		
18-24	\$73.51	\$47.09		\$ 34.35
25-29	\$125.09	\$74.36		
30-34	\$176.94	\$103.00		
35-39	\$238.84	\$140.89		
40-44	\$320.75	\$196.27		
45-49	\$421.66	\$278.95		
50-54	\$541.30	\$395.16		
55-59	\$685.62	\$536.07		
60-64	\$837.41	\$697.73		

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**SERFF Tracking #:**

YTYC-128567764

**State Tracking #:****Company Tracking #:**

AEP2012.60 FR

**State:**

Arkansas

**Filing Company:**

Life of the South Insurance Company

**TOI/Sub-TOI:**

H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only

**Product Name:**

Accident and Sickness Expense Limited Benefits Insurance

**Project Name/Number:**

AEP/Limited Benefits/LOTS2012

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Flesch Certification	Approved-Closed	08/07/2012
Comments:	Due to the technical nature of the form, we are requesting it be accepted as is.		
Attachment(s):	LOTS SA 1560 Readability rev AR.pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Application	Approved-Closed	08/07/2012
Comments:	Application is filed under SERFF Tracking number YTYC-128566542		

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Outline of Coverage	Approved-Closed	08/07/2012
Comments:			
Attachment(s):	LOTS 1560 Outline of Coverage CI Cancer rev AR.pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	SERFF Filing Authorization	Approved-Closed	08/07/2012
Comments:			
Attachment(s):	Authorization Letter - Life of the South.pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Statement of Variability	Approved-Closed	08/07/2012
Comments:			
Attachment(s):	LOTS SA Statemnt of Variability rev 1560 AR.pdf		

**Item Status:****Status Date:**

**SERFF Tracking #:**

YTYC-128567764

**State Tracking #:**

**Company Tracking #:**

AEP2012.60 FR

**State:**

Arkansas

**Filing Company:**

Life of the South Insurance Company

**TOI/Sub-TOI:**

H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only

**Product Name:**

Accident and Sickness Expense Limited Benefits Insurance

**Project Name/Number:**

AEP/Limited Benefits/LOTS2012

Satisfied - Item:	Filing memorandum	Approved-Closed	08/07/2012
Comments:			
Attachment(s):			
LOTS 1560 Filing memo rev AR.pdf			

# LIFE OF THE SOUTH INSURANCE COMPANY

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## INDIVIDUAL ACCIDENT AND SICKNESS EXPENSE LIMITED BENEFITS INSURANCE

### READABILITY STATEMENT

		<b><u>Flesch Score</u></b>
Cancer Only Critical Illness Benefit Policy	The individual Policy and Application LS-1560P-AR (4/12)	42.4

We certify that, to the best of our knowledge and belief, the forms listed does not meet the minimum readability. The score was calculated using the electronic Flesch scoring method. Due to the nature of this form we are requesting its acceptance as is.

**NOTICE:** Read this outline of coverage carefully. It is not identical to the outline of coverage provided upon application and the coverage originally applied for has not been issued.

**LIFE OF THE SOUTH INSURANCE COMPANY**

Home Office: 2350 Prince Av., Bldg. 1 Ste 4, Athens, GA 30603

Administrative Office: 10151 Deerwood Park Boulevard, Building 100, Suite 500,  
Jacksonville, FL 32256 (800) 888-2738

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**OUTLINE OF COVERAGE**

**Policy Form LS-1560P-AR**

**Read Your Policy Carefully**

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

**CANCER ONLY CRITICAL ILLNESS LIMITED BENEFIT COVERAGE**

Cancer Only Critical Illness coverage is designed to provide Insured Persons restricted coverage paying benefits *ONLY* when certain losses occur as a result of Invasive Cancer. Coverage is *not* provided for any loss due to sickness. Coverage is *not* provided for basic hospital, basic medical-surgical or major-medical expenses.

**BENEFITS SCHEDULE**

Invasive Cancer: If manifested and/or diagnosed on the 31st day or later after the date of coverage on an Insured Person becomes effective we will pay up to [\$5,000 to \$25,000].

Invasive Cancer Reduced Benefit Period: If manifested and/or diagnosed on the 1st to 30th day after the date of coverage on an Insured Person becomes effective the most we will pay is 10% of [\$5,000-\$25,000] up to a maximum of \$1,000.

**CANCER ONLY CRITICAL ILLNESS BENEFIT PAYMENT CONDITIONS**

When we receive due written proof that expenses incurred are due to the critical illness, We will pay the benefits outlined in the Cancer Only Critical Illness Benefits section up to the Benefit Payable Per Lifetime Per Insured shown in the Policy Schedule and subject to all applicable Policy provisions, if the Cancer Only Critical Illness is both initially Incurred or Manifests, and is diagnosed more than 30 days after the date coverage on the Insured Person becomes effective.

The payment of benefits for a critical illness stated in the Policy Schedule is subject to the following conditions:

- (a) the critical illness initially Incurs and/or Manifests; and
- (b) the critical illness is initially diagnosed while the coverage on an Insured Person is effective under this Policy; and
- (c) the critical Illness is diagnosed within the United States or its territories; and
- (d) the benefit payment is not excluded by any general or specific exclusion or limitation.

We reserve the right to request that a Physician of Our choice review any Diagnosis in the event of a dispute or disagreement regarding the appropriateness or correctness of a Diagnosis. We also reserve the right to require that an Insured Person submit to an examination to confirm a disputed Critical Illness. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed Diagnosis. We will pay for any such requested examination or review.

**CANCER ONLY CRITICAL ILLNESS BENEFITS**

#### INPATIENT HOSPITAL SERVICES BENEFIT

We will pay benefits for hospital room and board for semi-private accommodations and other hospital furnished medical services or supplies.

#### X-RAY BENEFIT

We will pay benefits if an Insured Person requires an x-ray, radium or other therapy procedures used in diagnosis and treatment.

#### AMBULANCE OR EMERGENCY TRANSPORTATION BENEFIT

We will pay for transportation of an Insured Person in a professional ambulance for local service to or from a local Hospital. We will also pay for emergency transportation if, in the opinion of the attending Physician, it is necessary to transport the Insured Person to another locality for treatment of the illness.

#### DRUGS BENEFIT

We will pay for drugs and medicines prescribed by a Physician.

#### QUALIFIED CARE BENEFIT

We will pay for treatment by a legally qualified Physician or surgeon. We will also pay for the private duty services of a registered nurse (R.N.).

#### BLOOD TRANSFUSION BENEFIT

We will pay for a blood transfusion or transfusions, including the expense(s) incurred for blood donors.

#### ADDITIONAL TREATMENT DEVICES BENEFIT

We will pay for the rental of an iron lung or similar mechanical apparatus. Braces, crutches and wheel chairs as deemed necessary by the attending Physician for the treatment of the illness.

### **CANCER ONLY CRITICAL ILLNESS DIAGNOSIS**

If Invasive Cancer initially both Manifests and is diagnosed after the date of coverage on the Insured Person becomes effective under this Policy, We will pay the Benefit Payable as shown on the Policy Schedule.

This critical illness must not have Manifested itself and/or been diagnosed prior to the date of coverage on the Insured Person becomes effective under this Policy.

**INVASIVE CANCER** means the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tumor.

For the purpose of this definition, Invasive Cancer does **NOT** include:

- (a) any carcinoma in situ lesion regardless of origin, classified as  $T_{is}N_0M_0$ ;
- (b) any  $T_1N_0M_0$  lesion treated by endoscopic procedures;
- (c) melanoma,  $T_1N_0M_0$  with maximum Breslow thickness of less than or equal to 1.0mm; or
- (d) prostate cancer  $T_1bN_0M_0$ .

### **EXCLUSIONS**

For any Insured Person:

- (a) We will pay NO benefits for any critical illness that is Incurred or Manifests, whichever is applicable, and/or Diagnosed before the date coverage on the Insured Person becomes effective under this Policy. However, an Insured Child born after the Effective Date of this Policy or any subsequent reinstatement will be covered from birth for the Critical Illnesses stated in the Policy Schedule.
- (b) We will pay NO benefits for any Critical Illness or any loss caused in whole or in part by, or resulting in whole or in part from:
  - (i) any illness, loss, or condition specifically excluded from the definition of any Critical Illness; or
  - (ii) balloon angioplasty, laser relief of an obstruction, and/or other intra-arterial procedure; or

### **PRE EXISTING CONDITIONS LIMITATIONS**

We will pay NO benefits for critical illness that are caused by a Preexisting Condition unless the Critical Illness commences after this Policy has been in force for 12 months from the Effective Date or most recent reinstatement date. We will not use the existence of a Preexisting Condition to deny benefits after this Policy has been in force for a period of 12 months following the date of application for this Policy.

**GUARANTEED RENEWABLE TO AGE 65**

Your policy may be continued by paying the appropriate premiums when they are due. A Grace Period of 31 days will be granted for each premium payment after the first. The Company retains no right to restrict your benefits after the policy has been issued. The premiums can be changed on a class basis only. Any such change will be based on the Insured's age at the Date of Issue. Such change will not become effective until you have been notified in writing.

**TERMINATION DATE**

Coverage for each Insured Person will terminate on the earlier of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary on or following the date the Insured Person reaches Age 65. (The maximum coverage Age for the Insured and Insured Spouse is Age 65. The maximum age for an Insured Child is explained in the Insured Child Provision.); or
- (c) the Benefit Payable Per Lifetime Per Insured is paid.

This Policy can be continued for any remaining Insured Persons, after coverage has been terminated for an Insured Person. The premium will be recalculated based on the remaining Insured Persons as of the Effective Date of this Policy. The termination of coverage on any Insured Person will not reduce Our liability for any claim originating prior to the termination.

This Policy will terminate on the earliest of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary date on or next following the date that the last Insured Person reaches their maximum coverage age;
- (c) any premium due date requested by You in writing;
- (d) the end of the Grace Period following the due date for which a premium was not paid; or
- (e) the death of the Insured and the Insured Spouse (if any).

**THIS OUTLINE OF COVERAGE IS ONLY A SUMMARY OF THE COVERAGE PROVIDED; THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.**

<p><b>Life Of The South Insurance Company</b></p> <p><b>10151 Deerwood Park Boulevard</b> <b>Building 100, Suite 330</b> <b>Jacksonville, FL 32256</b></p> <p><b>(800) 888-2738</b></p>	<p>The underwriting risks and financial obligations and support functions associated with the products issued by Life of the South Insurance Company are solely its responsibility. Life of the South Insurance Company is responsible for its own financial condition and contractual obligations.</p>
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May 1, 2012

Commissioner of Insurance

**RE: Life of the South Insurance Company  
NAIC #: 97691**

To Whom It May Concern:

This letter, or a copy thereof, will authorize Year to Year Consulting, L.L.C. to represent Life of the South Insurance Company, in any matters related to submitting policy forms, rates and/or rules for approval via SERFF or any other means.

Sincerely,

A handwritten signature in black ink, appearing to read "Q. Frank Gottuso", with a long horizontal flourish extending to the right.

Q. Frank Gottuso  
Assistant Vice President  
Compliance  
Life of the South Insurance Company

# LIFE OF THE SOUTH INSURANCE COMPANY

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## INDIVIDUAL ACCIDENT AND SICKNESS EXPENSE LIMITED BENEFITS INSURANCE

### STATEMENT OF VARIABILITY Individual Policies

Cancer Only Critical Illness Benefit Policy	<b>Form Numbers</b> LS-1560P-AR (4/12)
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The Policy Data Page contains brackets, used to designate variable items that may be unique for each policyholder. Descriptions of the bracketed items are as follows:

#### **LS-1560P-AR (4/12) Policy Data Page 2**

Insured Person/Insured: This is the Insured, Insured Spouse, or Insured Child(ren)'s Names and will be unique to each Insured.

Policy Number: Is the unique policy number by which the company distinguishes each policy issued on this form.

Gender: Only options are (M) =Male or (F) =Female

Effective Date: This provides the effective date of the policy.

Premium Period: annual, semi-annual, quarterly, monthly

Age at Issue: This is the issue age of the Insured.

Annual Premium dependent on proposed applicant's selections and subject to filed rates.

	<b>Range</b>
Benefit Payable per Lifetime Per Insured	\$5,000-\$25,000
Spouse, child(ren)	\$5,000-\$25,000

Last paragraph, last sentence on page 2 [ annual, semi-annual, quarterly, monthly ]. This denotes the number of premiums payable each year, as selected by the proposed insured in establishing his or her planned modal premium payments

# LIFE OF THE SOUTH INSURANCE COMPANY

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## INDIVIDUAL ACCIDENT AND SICKNESS EXPENSE LIMITED BENEFITS INSURANCE FILING MEMORANDUM

The purpose of this filing is to introduce a new product in the company's portfolio of programs. Life of the South Insurance Company (LOTS) has no prior rate history or form production under this type of product and will not be replacing any previously approved policy forms. The Accident and Sickness Expense Limited Benefits program has a base Policy and optional Riders.

LOTS has developed individual policy coverages to be offered in case the base Policy and Riders is not desired nor affordable as a package by the proposed insured. Actuarial Memorandums and Exhibits are provided for justification of the rate schedules for each individual Policy.

The following coverage will be offered to a proposed insured to be purchased separately from the base Policy package.

Cancer Only Critical Illness Benefit Policy – provides for benefits payable per lifetime per insured upon proof that expenses were incurred on the occurrence of an invasive cancer only. The benefit ranges from \$5,000 to \$25,000. The proposed insured selects the benefit.

### The individual Policies and Application

Cancer Only Critical Illness Benefit Policy	LS-1560P-AR (4/12)
Application for Accident and Health Insurance	LS-AP10501SA-1 (4/12)

The Application LS-AP10501SA-1 (4/12) that will be used with this policy has been included in SERFF filing YTYC-128566542 for review.

This plan will be sold by captive agents in the accident and critical illness market. The company may at some point in the future offer this plan through electronic means and will comply with laws and or regulations concerning the electronic application process in the state in which this plan is sold.

**SERFF Tracking #:**

YTYC-128567764

**State Tracking #:****Company Tracking #:**

AEP2012.60 FR

**State:** Arkansas  
**TOI/Sub-TOI:** H071 Individual Health - Specified Disease - Limited Benefit/H071.002A Dread Disease - Cancer Only  
**Product Name:** Accident and Sickness Expense Limited Benefits Insurance  
**Project Name/Number:** AEP/Limited Benefits/LOTS2012

**Filing Company:** Life of the South Insurance Company

## Superseded Schedule Items

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

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/12/2012	Form	Critical Illness-Cancer Only Benefit Policy	08/06/2012	LOTS Cancer Only Critical Illness Policy rev AR.pdf (Superseded)
07/12/2012	Supporting Document	Outline of Coverage	08/06/2012	LOTS 1560 Outline of Coverage CI Cancer rev AR.pdf (Superseded)

# LIFE OF THE SOUTH INSURANCE COMPANY

Administrative Office: 10151 Deerwood Park Boulevard, Building 100, Suite 500  
Jacksonville, FL 32256 (800) 888-2738  
(called "We", "Us", or "Our")

## **GUARANTEED RENEWABLE TO AGE 65, SUBJECT TO CHANGE IN PREMIUM BY CLASS. BENEFITS FOR A CANCER ONLY CRITICAL ILLNESS AS DESCRIBED AND LIMITED IN THIS POLICY. NONPARTICIPATING**

**WE AGREE TO PAY** the benefits described in this Policy, subject to its provisions, exclusions and limitations.

**YOU** or **YOUR** refers to the Owner of this Policy, which means the Insured unless otherwise stated in the application or later changed.

**LEGAL CONTRACT.** This Policy is a legal contract between You and Us. You should **READ THIS CONTRACT CAREFULLY.**

**GUARANTEED RENEWABLE TO AGE 65 – SUBJECT TO CHANGE IN PREMIUM BY CLASS.** You may continue the coverage on each Insured Person provided by this Policy, until the Policy anniversary on or following the Insured Person's 65<sup>th</sup> birthday, subject to the Policy's Termination and Insured Child provisions, by paying all premiums when they are due. We will not add any restrictive riders or endorsements while this Policy is in force. We reserve the right to change the premium charged for this Policy. Any change in premium will be made on a class basis only, as We determine, and will be based on the Insured Person's Age on the Effective Date. No change in premium will become effective until 60 days after We deliver to You, or mail to Your last known address, a written notice of premium change. Premiums may not be changed more often than once every 12 months.

**MEDICAID ELIGIBILITY.** The Insured Person's current or future eligibility for Medicaid may affect the payment of benefits provided by this Policy. It is possible that the benefits provided by this Policy will not be paid directly to You, because state regulations may require payments to be made to the Medicaid organization or to the medical provider.

**TEN DAYS TO EXAMINE POLICY.** You may return the Policy within 10 days after delivery, either to Us or to Our authorized agent, if You are not satisfied with it for any reason. The return of this Policy will void it from the Effective Date and any premium paid will be refunded.

Signed at Our Administrative Office.

Secretary

President

### **CONTENTS OF POLICY**

Policy Data	Page 2	Exclusions	Pages 4 & 5
Schedule of Benefits and Premiums	Page 2	Claims	Page 5
Definitions	Pages 3	General Provisions	Pages 6 & 7
Benefit	Pages 4	Family Coverage	Pages 7 & 8

A copy of the application and any supplemental applications will be included after the last page of this Policy.

**THIS IS A LIMITED BENEFIT POLICY.  
PLEASE READ IT CAREFULLY.**

**POLICY DATA**

**Insured Person** – Insured, [Insured Spouse], [Insured Child(ren)]

Insured	[Name]	Policy Number	[00000]
Gender	[Sex]	Effective Date	[Date]
Premium Period	[Annual]	Age at Issue	[Age]

**POLICY SCHEDULE OF BENEFITS AND PREMIUMS**

**Waiting Period**

Invasive Cancer 30 days. If Manifested and/or Diagnosed on the 31<sup>st</sup> to 89<sup>th</sup> day after the date of coverage on an Insured Person becomes effective – 10% up to a maximum of \$1,000.

If Manifested and/or Diagnosed on the 90<sup>th</sup> day or after the date of coverage on an Insured Person becomes effective – [\$5,000 to \$25,000].

**Annual Premium**

Insured	[\$00.00]
[Spouse]	[\$00.00]
[Child(ren)]	[\$00.00]

**Benefit Payable Per Lifetime Per Insured**

Insured	[\$5,000-25,000]
[Spouse]	[\$5,000-25,000]
[Child(ren)]	[\$5,000-25,000]

**Total Annual Premium**           [\$00.00]

Premiums payable other than annually are equal to a percentage of the annual premium and include additional premium charges. The Insured will save money by paying the premiums on an annual basis. The first [ANNUAL] premium is [\$000.00].

## DEFINITIONS

**AGE** means the attained age as of the Insured Person's last birthday.

**CRITICAL ILLNESS** means invasive cancer. See the Cancer Only Critical Illness Diagnosis Benefit provision.

**DIAGNOSED/DIAGNOSIS/DIAGNOSTIC** means a definitive diagnosis made by a Physician (where applicable, specializing in a particular area of medicine):

- (a) based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations; and the results must be documented in and supported by the Insured Person's medical records; and
- (b) meeting any diagnostic requirements stated in this Policy for the particular critical illness being diagnosed.

**INSURED** means the person named as "Insured" in the Policy Data (or the Insured Spouse, or the child(ren) if indicated as an "Insured Person" in the Policy Data. Such Insured Spouse becomes the Insured upon the death of the person named as "Insured" in the Policy Data).

**INCURS/INCURRED** means an event or incident that:

- (a) initially occurs on or after the date of coverage on an Insured Person becomes effective under this Policy; and
- (b) initially occurs while coverage on an Insured Person under this Policy is in force; and
- (c) is not excluded by any specific description or exclusion stated in this Policy.

**MANIFESTS/MANIFESTED/MANIFESTATION** means a condition or symptom for which a person would seek diagnosis, medical advice, care, attention or treatment:

- (a) on or after the date coverage on an Insured Person becomes effective under this Policy; and
- (b) while coverage on an Insured Person under this Policy is in force; and
- (c) that is not excluded by any specific description or exclusion stated in this Policy.

**PHYSICIAN** means a person who:

- (a) is a legally qualified-practitioner of the healing arts and is licensed in the United States or its territories;
- (b) practices within the scope of his or her license;
- (c) is not the Insured Person;
- (d) is not related to the Insured Person as a spouse, parent, child or sibling; and
- (e) does not customarily reside in the same household as the Insured Person.

**PREEXISTING CONDITION** means those conditions for which medical advice, Diagnosis, care or treatment was received or recommended within the 1 year period immediately preceding the Effective Date of the Insured Person's coverage.

**WAITING PERIOD** means the period that begins on the Effective Date of the Policy and continues for the period shown in the policy data. There is NO coverage for a Critical Illness that first Manifests itself to the Insured Person during the Waiting Period.

**UNITED STATES** means the 50 states, plus the District of Columbia, and includes Guam, the U.S. Virgin Islands and Puerto Rico.

## CANCER ONLY CRITICAL ILLNESS BENEFIT PAYMENT CONDITIONS

When we receive due written proof that expenses incurred are due to the critical illness, We will pay the benefits outlined in the Cancer Only Critical Illness Benefits section up to the Benefit Payable Per Lifetime Per Insured shown in the Policy Schedule and subject to all applicable Policy provisions, if the Cancer Only Critical Illness is both initially Incurred or Manifests, and is diagnosed more than 30 days after the date coverage on the Insured Person becomes effective.

The payment of benefits for a critical illness stated in the Policy Schedule is subject to the following conditions:

- (a) the critical illness initially Incurs and/or Manifests; and
- (b) the critical illness is initially diagnosed while the coverage on an Insured Person is effective under this Policy; and
- (c) the critical Illness is diagnosed within the United States or its territories; and
- (d) the benefit payment is not excluded by any general or specific exclusion or limitation.

We reserve the right to request that a Physician of Our choice review any Diagnosis in the event of a dispute or disagreement regarding the appropriateness or correctness of a Diagnosis. We also reserve the right to require that an Insured Person submit to an examination to confirm a disputed Critical Illness. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed Diagnosis. We will pay for any such requested examination or review.

## CANCER ONLY CRITICAL ILLNESS BENEFITS

### INPATIENT HOSPITAL SERVICES BENEFIT

We will pay benefits for hospital room and board for semi-private accommodations and other hospital furnished medical services or supplies.

### X-RAY BENEFIT

We will pay benefits if an Insured Person requires an x-ray, radium or other therapy procedures used in diagnosis and treatment.

### AMBULANCE OR EMERGENCY TRANSPORTATION BENEFIT

We will pay for transportation of an Insured Person in a professional ambulance for local service to or from a local Hospital. We will also pay for emergency transportation if, in the opinion of the attending Physician, it is necessary to transport the Insured Person to another locality for treatment of the illness.

### DRUGS BENEFIT

We will pay for drugs and medicines prescribed by a Physician.

### QUALIFIED CARE BENEFIT

We will pay for treatment by a legally qualified Physician or surgeon. We will also pay for the private duty services of a registered nurse (R.N.).

### BLOOD TRANSFUSION BENEFIT

We will pay for a blood transfusion or transfusions, including the expense(s) incurred for blood donors.

### ADDITIONAL TREATMENT DEVICES BENEFIT

We will pay for the rental of an iron lung or similar mechanical apparatus. Braces, crutches and wheel chairs as deemed necessary by the attending Physician for the treatment of the illness.

## CANCER ONLY CRITICAL ILLNESS DIAGNOSIS

If Invasive Cancer initially both Manifests and is diagnosed more than 30 days after the date of coverage on the Insured Person becomes effective under this Policy, We will pay the Benefit Payable as shown on the Policy Schedule.

This critical illness must not have Manifested itself and/or been diagnosed within the first 30 days after the date of coverage on the Insured Person becomes effective under this Policy.

**INVASIVE CANCER** means the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tumor.

For the purpose of this definition, Invasive Cancer does **NOT** include:

- (a) any carcinoma in situ lesion regardless of origin, classified as  $T_{is}N_0M_0$ ;
- (b) any  $T_1N_0M_0$  lesion treated by endoscopic procedures;
- (c) melanoma,  $T_1N_0M_0$  with maximum Breslow thickness of less than or equal to 1.0mm; or
- (d) prostate cancer  $T_1bN_0M_0$ .

### DIAGNOSTIC REQUIREMENTS FOR INVASIVE CANCER

Invasive Cancer must be diagnosed by a Physician certified to practice pathological anatomy or osteopathic pathology and must be based on a microscopic examination of fixed tissues or preparations from the hemic system. Such Diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histocytologic architecture or pattern of the suspected tumor, tissue, and/or specimen. Clinical Diagnosis of Invasive Cancer will be accepted as evidence that Invasive Cancer exists when a pathological Diagnosis cannot be made, provided the medical evidence substantially documents the clinical Diagnosis of Invasive Cancer and the Insured Person receives treatment for Invasive Cancer.

We reserve the right to require a physical examination of the Insured Person and/or the review of any Critical Illness diagnosis by a Physician of Our choice in the United States at Our expense. Such Physician must:

- (a) have specialty training and board certification in the field of medicine specific to the critical illness being Diagnosed; and
- (b) must follow all standardly accepted procedures and protocols in the diagnosis of the Critical Illness.

We will not pay for any travel or other expenses of the Insured Person related to any such examination. We reserve the right to select an independent and acknowledged expert in the applicable field of medicine to review the evidence used in making any disputed Critical Illness Diagnosis.

## EXCLUSIONS

For any Insured Person:

- (a) We will pay NO benefits for any Critical Illness that is Incurred or Manifests, whichever is applicable, and/or diagnosed before the first 30 days after the date coverage on the Insured Person becomes effective under this Policy. However, an Insured Child born after the Effective Date of this Policy or any subsequent reinstatement will be covered from birth for the Critical Illnesses stated in the Policy Schedule.
- (b) We will pay NO benefits for any Critical Illness or any loss caused in whole or in part by, or resulting in whole or in part from any illness, loss, or condition specifically excluded from the definition of any Critical Illness; or

#### **PREEXISTING CONDITION LIMITATION**

We will pay NO benefits for Critical Illness that are caused by a Preexisting Condition unless the Critical Illness commences after this Policy has been in force for 12 months from the Effective Date or most recent reinstatement date. We will not use the existence of a Preexisting Condition to deny benefits after this Policy has been in force for a period of 12 months following the date of application for this Policy.

#### **PREMIUMS**

This Policy is effective for an initial term of 1 Premium Period as stated in the Policy Data. It may be renewed by the timely payment of the renewal premium. The first premium is due on or before the Effective Date. Each renewal premium is due at the expiration of the period for which the preceding premium was paid. Each renewal premium must be paid on or before its due date, or within the Grace Period. You may pay premiums at Our Administrative Office. You may request to change the Premium Period, subject to Our rules at the time of Your request.

#### **GRACE PERIOD**

If a premium, other than the first, is not paid by its due date, Your Policy will remain in force for a period of 31 days from the premium due date.

#### **LAPSE**

If any premium is not paid before the end of the Grace Period, Your Policy will lapse. The date of lapse will be the date following the last day of the Grace Period. **Your Policy will terminate upon lapse and provide NO further benefits.**

#### **REINSTATEMENT**

If Your Policy lapses, You may apply to reinstate it by:

- (a) paying the required premium; and
- (b) submitting an application for reinstatement, if We so require.

If We accept the premium without requiring an application, this Policy will be reinstated.

If We ask for an application, We will issue a receipt for the premium. If We approve the application, this Policy will be reinstated as of the approval date. If We disapprove the application, We will notify You in writing. If We fail to notify You of Our disapproval, this Policy will be reinstated 45 days after the date of the premium receipt.

We will pay NO benefits for a listed critical illness that Incurs or Manifests, whichever is applicable as stated in this Policy, and/or diagnosed before the end of 10 days after the date coverage on the Insured Person becomes effective under this Policy due to reinstatement.

However, an Insured Child born after the Effective Date of this Policy or any subsequent reinstatement will be covered from birth for the listed Critical Illness stated in the Policy Schedule.

If You do not request a reinstatement within 60 days from the date any unpaid premium was due, no further benefits will be provided by this Policy, and after the stated time, You may be required to apply for a new Policy.

Except for the above and any new provisions We may require for reinstatement, Your rights and Ours under this Policy will be the same as just before the Policy lapsed.

Between the lapse date and reinstatement date, no benefits are payable.

Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

#### **UNEARNED PREMIUM REFUND**

If the Insured or the Insured Spouse, if covered under this Policy, dies before the end of a Premium Period for which premium has been paid, We will refund the portion of premium that was applied to coverage for the decedent for the time period beyond the end of the Month in which death occurred. Unearned premiums shall be paid in lump sum on a date no later than thirty (30) days after the proof of the Insured's death has been furnished to Us.

#### **UNPAID PREMIUM**

We will deduct any premium due from any benefits that become payable to You under this Policy.

## CLAIMS

### NOTICE OF CLAIM

You must provide to Us written notice of loss within 60 days from the date of loss or as soon as reasonably possible. You may provide notice of loss at Our Administrative Office, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, FL 32256, or to any of Our authorized agents. Your notice should include Your name and Policy Number as shown in the Policy Data.

### YOUR POLICY MAY NOT APPLY WHEN YOU HAVE A CLAIM! PLEASE READ!

Your Policy was issued based on the information entered in Your application, a copy of which is attached to this Policy. If, to the best of Your knowledge and belief, there is any misstatement in Your application, or if any information concerning the medical history of any Insured Person has been omitted, You should advise Us immediately regarding the incorrect or omitted information; otherwise, Your Policy may not be a valid contract.

### CLAIM FORMS

When We receive Your notice of loss, We will send You the forms required to file a claim. If the forms are not sent within 15 days, You will have met the proof of loss requirements if You have provided to Us a written statement of the nature and extent of Your loss within the time allowed for filing a proof of loss.

### PROOF OF LOSS

You must provide to Us, at Your expense, written proof of loss within 180 days from the date of loss. If it is not reasonably possible for You to file a written proof of loss within the stated time, Your claim will not be affected if You file a written proof of loss as soon as possible. However, unless You are legally incapacitated, You must file a written proof of loss no later than 15 months from the date of loss.

### TIME OF PAYMENT OF CLAIMS

We will pay benefits immediately upon receipt of satisfactory proof of loss.

### PAYMENT OF CLAIMS

We will pay all of the benefits provided by this Policy to You or to Your designated Beneficiary in the event of Your death, unless You have assigned the benefits. If You have requested an assignment of benefits in writing, either before or with Your written proof of loss, We can pay all or part of any benefit to the assignee.

We may pay any benefits provided by this Policy that become payable to Your estate to any relative who We determine is entitled to a payment. Such payment will discharge Our liability for that payment.

## GENERAL PROVISIONS

### ENTIRE CONTRACT – CHANGES

This Policy, riders, and the attached application are the entire contract. This contract is made in consideration of the application and the payment of premiums as required. We have relied on all statements in the application for this Policy as being complete and true to the best of the knowledge and belief of the person signing the application.

No change to this Policy will be valid until approved by 1 of Our officers and unless such approval be endorsed hereon or attached hereto. No agent or other representative has the authority to change or waive any Policy provision or extend the time for paying a premium.

### AGE AND GENDER

If an Insured Person's Age or gender is not correct as stated in the application and Policy, all benefits provided by this Policy will be the benefits that the premium paid would have purchased at the Insured Person's correct Age or gender on the Effective Date. If the correct Age is such that We would not have issued this Policy or an Insured Person's coverage under this Policy would have terminated, Our liability under this Policy is limited to a refund of any premiums paid for the period which there was no coverage.

### INCONTESTABLE

After 3 years from the Effective Date or reinstatement date of this Policy, no misstatements made by the applicant in the application for this Policy shall be used to void the Policy or deny a claim for loss incurred (as defined in the Policy) commencing after the expiration of such 3 year period.

No claim for loss incurred, as defined in the policy, commencing after three (3) years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy

## **TERMINATION**

Coverage for each Insured Person will terminate on the earlier of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary on or following the date the Insured Person reaches Age 65. (The maximum coverage Age for the Insured and Insured Spouse is Age 65. The maximum age for an Insured Child is explained in the Insured Child Provision.); or
- (c) the Benefit Payable Per Lifetime Per Insured is paid.

This Policy can be continued for any remaining Insured Persons, after coverage has been terminated for an Insured Person. The premium will be recalculated based on the remaining Insured Persons as of the Effective Date of this Policy. The termination of coverage on any Insured Person will not reduce Our liability for any claim originating prior to the termination.

This Policy will terminate on the earliest of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary date on or next following the date that the last Insured Person reaches their maximum coverage age;
- (c) any premium due date requested by You in writing;
- (d) the end of the Grace Period following the due date for which a premium was not paid; or
- (e) the death of the Insured and the Insured Spouse (if any).

## **OWNER**

The Insured is the Owner of this Policy unless otherwise stated in the application or later changed.

As Owner, You may exercise all rights in this Policy while the Insured Person is living. If You are without legal capacity, We will allow Your rights to be exercised by:

- (a) a legally appointed Guardian responsible for Your property; or
- (b) at Our sole discretion a person who We determine is responsible for Your welfare and support.

To exercise Your rights, You must follow the procedures stated in this Policy. All elections, designations, and Policy change requests must be made in writing and in a form acceptable to Us.

If You change Your Beneficiary, address, or request any other action by Us, You should do so on the form prepared for each purpose. You may obtain such forms from Our Administrative Office.

## **BENEFICIARY**

The Beneficiary designated by You in the application or later changed will receive any benefits unpaid at Your death. All surviving beneficiaries of the same class will share equally in any payments to that class, unless otherwise designated by You.

If no stated beneficiary is living at the time of the Insured's death, We will pay:

- (a) the personal representative of the Insured's estate; or
- (b) the spouse, child, or parent of the Insured who We determine is entitled to payment.

## **CHANGE OF OWNER OR BENEFICIARY**

While the Insured is living, You may change:

- (a) the Owner; or
- (b) Your Beneficiary designation, if it is not restricted by a previous designation.

We can require that any change on Your Policy be endorsed. Any change will be effective as of the date Your change request was signed, except that it will not apply to any payment We make or any action We take before We record or acknowledge Your request in Our Administrative Office.

## **EFFECTIVE DATE**

This Policy will take effect at 12:01 AM (Central Time) on the Effective Date as stated in the Policy Data and will terminate at 11:59 PM (Central Time) on the date provided for termination. If this Policy lapses and is reinstated, the Effective Date is as described in the Reinstatement Provision. The Effective Date for any rider adding coverage for an Insured Person after this Policy is issued will be as described in that rider.

## **LEGAL ACTIONS**

No legal action may be brought to recover any benefits provided by this Policy until 60 days after the date written proof of loss was received. No action may be brought after 3 years from the date written proof was required.

## **CONFORMITY WITH STATE STATUTES**

Any provision of this Policy, which conflicts with any laws of the state where this Policy was issued, is amended to conform to such laws.

## **NONPARTICIPATION**

This Policy is nonparticipating. Premiums do not include a charge for participation in surplus.

## **TAX CONSEQUENCES**

Benefits under this Policy may be taxable. If so, You or Your Beneficiary may incur tax obligations. As with all tax matters, You should consult Your personal tax advisor for more information about how this may effect You.

## **CANCELLATION BY THE INSURED**

You may cancel this Policy at any time by written notice delivered or mailed to Us. Cancellation will take effect upon the date We receive written notice, or upon such later date You specify in the notice. Should You cancel, We will return promptly the unearned portion of any premiums paid. Cancellation will not prejudice any claim which originates before the Effective Date of cancellation.

## **PHYSICAL EXAMINATION AND AUTOPSY**

At Our expense We may require:

- (a) a physical examination to be performed on an Insured Person by a Physician of Our choice in the United States, as often as is reasonably necessary while a claim is pending; or
- (b) an autopsy to be performed after an Insured Person's death, if allowed by law.

## **ASSIGNMENT**

You may assign the benefits payable under this Policy. Your rights and those of any other person referred to in this Policy will be subject to the assignment. We are not bound by an assignment unless it is in writing and until a duplicate of the original assignment has been filed at Our Home Office. We assume no responsibility regarding the validity of any assignment or payment made without notice of a prior assignment.

## **FAMILY COVERAGE**

### **INSURED SPOUSE**

**If the words "Insured Spouse" are NOT shown as an "Insured Person" in the Policy Data, this provision does not apply and We will pay NO benefits for Your spouse.**

An **Insured Spouse** means only the Insured's spouse named in the application for this Policy.

Coverage on the Insured Spouse will terminate on the Policy anniversary on or following the Insured Spouse's 65<sup>th</sup> birthday. The termination of coverage on the Insured Spouse will not reduce Our liability for any claim originating prior to the termination of such coverage.

If this Policy is in force and the Insured dies, the Insured Spouse may continue this Policy by payment of the required premiums when they are due. The following conditions will apply:

- (a) the Insured Spouse will become the Insured under this Policy; and
- (b) the premiums will be based on the Insured Spouse's Age on the Effective Date of this Policy.

If this Policy is in force and the Insured Spouse dies, We will reduce the premium.

If this Policy is in force and the Insured's marriage to the Insured Spouse is terminated by a divorce decree, the Insured Spouse may obtain a separate Cancer Only Critical Illness Policy, subject to the Conversion Privilege provision below. Coverage provided on any Insured Person by this Policy cannot be continued if the Insured Person is subsequently covered by a separate Cancer Only Critical Illness issued by Us. Coverage on any Insured Person provided by this Policy ceases when coverage on such Insured Person becomes effective under a separate Cancer Only Critical Illness Policy issued by Us.

### **INSURED CHILD**

**If the words "Insured Child" are NOT shown as an "Insured Person" in the Policy Date, this provision does not apply and We will pay NO benefits for Your child.**

An **Insured Child** under this Policy is the Insured's child (biological child, legally adopted child or the assumption and retention by the Insured of a legal obligation for total or partial support of a child in anticipation of the adoption of the child, or a stepchild) who is unmarried and dependent on the Insured, and is:

- (a) named in the application and is no more than 18 years of Age on the date of application;
- (b) born after the Effective Date of this Policy, and the Insured is named as the parent on the child's birth certificate;
- (c) legally adopted by the Insured after the Effective Date of this Policy and before the child's 19<sup>th</sup> birthday; or
- (d) foster child from the moment of placement in the foster home.

Coverage on any Insured Child will terminate on the earlier of:

- (a) the date on which this Policy lapses (a) or terminates for the failure to meet a condition precedent required in the Policy;
- (b) the premium due date following the Insured Child's 19<sup>th</sup> birthday unless:
  - i) the Insured Child remains dependent on the Insured; and

- ii) the Insured Child is either enrolled as a fulltime student in high school or in an institution of higher learning beyond high school, or has been so enrolled for at least 5 months of each year since his/her 19<sup>th</sup> birthday, or is eligible to enroll in such an institution but is prevented from enrolling due to illness;
- (c) the premium due date after the Insured Child's 26<sup>th</sup> birthday if coverage on the Insured Child is continued past the Insured Child's 19<sup>th</sup> birthday under this provision; or
- (d) the Date of Issue of a separate Policy, which is issued to the Insured Spouse and provides coverage on the Insured Child.

The termination of an Insured Child's Coverage will not reduce Our liability for any claim originating prior to the termination.

If this Policy is in force when an Insured Child's coverage terminates, such Insured Child may obtain a separate Cancer Only Critical Illness Policy, subject to the Conversion Privilege provision below.

The coverage provided on an Insured Child by this Policy may be continued, so long as the Insured child is legally incapable of self-sustained employment due to mental or physical incapacity.

You must submit satisfactory proof of incapacity or dependency to Us within 31 days of the date on which the coverage on the Insured Child would terminate if he or she were not incapacitated or dependent, and subsequently as We may require, but not more frequently than annually after the 2 year period following the date coverage on the Insured Child would otherwise have terminated. We may charge an additional premium for continuing the coverage on any Insured Child. We will determine the premium on the basis of the Age, sex and premium rate and class in effect for the Insured Child on the date proof of incapacity or dependency is provided.

### **CONVERSION PRIVILEGE**

We will issue a separate Cancer Only Critical Illness Policy to an Insured Spouse or Insured Child as described in this Policy.

Written application with payment of the first premium for such separate Policy must be made:

- (a) by the Insured Spouse within 31 days following termination of marriage by divorce decree;
- (b) prior to the Policy anniversary date on or following the Insured's 64<sup>th</sup> birthday; or
- (c) by the Insured Child within 31 days following the termination of his or her coverage under this Policy.

A separate Policy will be issued:

- (a) without evidence of insurability;
- (b) on a Policy form currently being issued by Us in Your state of residence, providing Cancer Only Critical Illness coverage can be issued or is still being issued by Us in Your state;
- (c) with the same provisions applicable to such Insured Person, if any, provided by this Policy;
- (d) with a current Effective Date;
- (e) at the premium rate and class in effect for the Insured Person's Age and sex on the date of application for the separate Policy;
- (f) with the same benefits payable, if any, reduced by any benefits previously paid for the Critical Illness stated in the Policy Schedule of Benefits; and
- (g) with the same Incontestable provision applicable to such Insured Person provided by this Policy, commencing on the date coverage on the Insured Person becomes effective under this Policy.

**NOTICE:** Read this outline of coverage carefully. It is not identical to the outline of coverage provided upon application and the coverage originally applied for has not been issued.

**LIFE OF THE SOUTH INSURANCE COMPANY**

Home Office: 2350 Prince Av., Bldg. 1 Ste 4, Athens, GA 30603

Administrative Office: 10151 Deerwood Park Boulevard, Building 100, Suite 500,  
Jacksonville, FL 32256 (800) 888-2738

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**OUTLINE OF COVERAGE**

**Policy Form LS-1560P-AR**

**Read Your Policy Carefully**

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

**CANCER ONLY CRITICAL ILLNESS LIMITED BENEFIT COVERAGE**

Cancer Only Critical Illness coverage is designed to provide Insured Persons restricted coverage paying benefits *ONLY* when certain losses occur as a result of Invasive Cancer. Coverage is *not* provided for any loss due to sickness. Coverage is *not* provided for basic hospital, basic medical-surgical or major-medical expenses.

**BENEFITS SCHEDULE**

Waiting Period  
Invasive Cancer

30 days. If manifested and/or Diagnosed on the 31<sup>st</sup> to 89<sup>th</sup> day after the date of coverage on an Insured Person becomes effective – 10% up to a maximum of \$1,000.  
If manifested and/or Diagnosed on the 90<sup>th</sup> day or later after the date coverage on an Insured Person becomes effective – [\$5,000 to \$25,000].

**CANCER ONLY CRITICAL ILLNESS BENEFIT PAYMENT CONDITIONS**

When we receive due written proof that expenses incurred are due to the critical illness, We will pay the benefits outlined in the Cancer Only Critical Illness Benefits section up to the Benefit Payable Per Lifetime Per Insured shown in the Policy Schedule and subject to all applicable Policy provisions, if the Cancer Only Critical Illness is both initially Incurred or Manifests, and is diagnosed more than 30 days after the date coverage on the Insured Person becomes effective.

The payment of benefits for a critical illness stated in the Policy Schedule is subject to the following conditions:

- (a) the critical illness initially Incurs and/or Manifests; and
- (b) the critical illness is initially diagnosed while the coverage on an Insured Person is effective under this Policy; and
- (c) the critical Illness is diagnosed within the United States or its territories; and
- (d) the benefit payment is not excluded by any general or specific exclusion or limitation.

We reserve the right to request that a Physician of Our choice review any Diagnosis in the event of a dispute or disagreement regarding the appropriateness or correctness of a Diagnosis. We also reserve the right to require that an Insured Person submit to an examination to confirm a disputed Critical Illness. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed Diagnosis. We will pay for any such requested examination or review.

## **CANCER ONLY CRITICAL ILLNESS BENEFITS**

### **INPATIENT HOSPITAL SERVICES BENEFIT**

We will pay benefits for hospital room and board for semi-private accommodations and other hospital furnished medical services or supplies.

### **X-RAY BENEFIT**

We will pay benefits if an Insured Person requires an x-ray, radium or other therapy procedures used in diagnosis and treatment.

### **AMBULANCE OR EMERGENCY TRANSPORTATION BENEFIT**

We will pay for transportation of an Insured Person in a professional ambulance for local service to or from a local Hospital. We will also pay for emergency transportation if, in the opinion of the attending Physician, it is necessary to transport the Insured Person to another locality for treatment of the illness.

### **DRUGS BENEFIT**

We will pay for drugs and medicines prescribed by a Physician.

### **QUALIFIED CARE BENEFIT**

We will pay for treatment by a legally qualified Physician or surgeon. We will also pay for the private duty services of a registered nurse (R.N.).

### **BLOOD TRANSFUSION BENEFIT**

We will pay for a blood transfusion or transfusions, including the expense(s) incurred for blood donors.

### **ADDITIONAL TREATMENT DEVICES BENEFIT**

We will pay for the rental of an iron lung or similar mechanical apparatus. Braces, crutches and wheel chairs as deemed necessary by the attending Physician for the treatment of the illness.

## **CANCER ONLY CRITICAL ILLNESS DIAGNOSIS**

If Invasive Cancer initially both Manifests and is diagnosed more than 30 days after the date of coverage on the Insured Person becomes effective under this Policy, We will pay the Benefit Payable as shown on the Policy Schedule.

This critical illness must not have Manifested itself and/or been diagnosed within the first 30 days after the date of coverage on the Insured Person becomes effective under this Policy.

**INVASIVE CANCER** means the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tumor.

For the purpose of this definition, Invasive Cancer does **NOT** include:

- (a) any carcinoma in situ lesion regardless of origin, classified as T<sub>is</sub>N<sub>0</sub>M<sub>0</sub>;
- (b) any T<sub>1</sub>N<sub>0</sub>M<sub>0</sub> lesion treated by endoscopic procedures;
- (c) melanoma, T<sub>1</sub>N<sub>0</sub>M<sub>0</sub> with maximum Breslow thickness of less than or equal to 1.0mm; or
- (d) prostate cancer T<sub>1</sub>bN<sub>0</sub>M<sub>0</sub>.

## **EXCLUSIONS**

For any Insured Person:

(a) We will pay NO benefits for any critical illness that is Incurred or Manifests, whichever is applicable, and/or Diagnosed before the first 30 days after the date coverage on the Insured Person becomes effective under this Policy. However, an Insured Child born after the Effective Date of this Policy or any subsequent reinstatement will be covered from birth for the Critical Illnesses stated in the Policy Schedule.

(b) We will pay NO benefits for any Critical Illness or any loss caused in whole or in part by, or resulting in whole or in part from:

- (i) any illness, loss, or condition specifically excluded from the definition of any Critical Illness; or
- (ii) balloon angioplasty, laser relief of an obstruction, and/or other intra-arterial procedure; or

**PRE EXISTING CONDITIONS LIMITATIONS**

We will pay NO benefits for critical Illness that are caused by a Preexisting Condition unless the Critical Illness commences after this Policy has been in force for 12 months from the Effective Date or most recent reinstatement date. We will not use the existence of a Preexisting Condition to deny benefits after this Policy has been in force for a period of 12 months following the date of application for this Policy.

**GUARANTEED RENEWABLE TO AGE 65**

Your policy may be continued by paying the appropriate premiums when they are due. A Grace Period of 31 days will be granted for each premium payment after the first. The Company retains no right to restrict your benefits after the policy has been issued. The premiums can be changed on a class basis only. Any such change will be based on the Insured's age at the Date of Issue. Such change will not become effective until you have been notified in writing.

**TERMINATION DATE**

Coverage for each Insured Person will terminate on the earlier of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary on or following the date the Insured Person reaches Age 65. (The maximum coverage Age for the Insured and Insured Spouse is Age 65. The maximum age for an Insured Child is explained in the Insured Child Provision.); or
- (c) the Benefit Payable Per Lifetime Per Insured is paid.

This Policy can be continued for any remaining Insured Persons, after coverage has been terminated for an Insured Person. The premium will be recalculated based on the remaining Insured Persons as of the Effective Date of this Policy. The termination of coverage on any Insured Person will not reduce Our liability for any claim originating prior to the termination.

This Policy will terminate on the earliest of:

- (a) the date on which this Policy lapses or terminates;
- (b) the Policy anniversary date on or next following the date that the last Insured Person reaches their maximum coverage age;
- (c) any premium due date requested by You in writing;
- (d) the end of the Grace Period following the due date for which a premium was not paid; or
- (e) the death of the Insured and the Insured Spouse (if any).

**THIS OUTLINE OF COVERAGE IS ONLY A SUMMARY OF THE COVERAGE PROVIDED; THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.**

<p><b>Life Of The South Insurance Company</b></p> <p><b>10151 Deerwood Park Boulevard</b> <b>Building 100, Suite 330</b> <b>Jacksonville, FL 32256</b></p> <p><b>(800) 888-2738</b></p>	<p>The underwriting risks and financial obligations and support functions associated with the products issued by Life of the South Insurance Company are solely its responsibility. Life of the South Insurance Company is responsible for its own financial condition and contractual obligations.</p>
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