

## NOTICE OF PRIVACY PRACTICES TRANSAMERICA COMPANIES

This Notice is provided to you by the Transamerica companies listed at the end of this Notice. We value our customers and your trust in us, especially when you share your personal information with us. We understand that the privacy and security of that personal information is important to you. We call this information “customer data” or just “data”. This Notice describes the customer data we collect and how we use, share and protect that data. The types of personal information we collect and share depend on the product or service you have with us. If your relationship with us ends, we will continue to handle your data in accordance with this Notice.

**Customer Data That We Collect:** We collect the following types of customer data:

Data	Typical Sources
Name, email and physical address, age, social security and driver's license numbers, employment, financial and health data and history.	From you directly, when you submit applications and forms and engage in communications with us. We may also receive this data from employers, healthcare providers and other insurance companies.
Data about your transactions with us and unaffiliated third parties (“Third Parties”), such as account balances, accrued benefits, coverages, premiums, payment and claims history and medical or health data. This may also include information you share with us through your online experiences with Transamerica websites and applications.	From our affiliates (companies under common ownership) and Third Parties. From Transamerica websites, digital platforms, and applications.
Credit history, employment information and other information about your creditworthiness, medical care and health.	Consumer reporting agencies and other service providers we use. We may also receive this data from your employers, healthcare providers and other insurance companies.
Information about products and services you obtain or in which you might be interested.	You or possibly Third Parties with whom we have joint marketing arrangements or other Third Parties.
Information you provide to unaffiliated third parties (“Third Parties”) where you agree to allow the Third Party to share information with other parties. This includes information collected through those Third Party applications, websites, or other digital interfaces.	Third Party applications, websites, or other digital interfaces where you have agreed to sharing of your data.

**How We Use Your Data:** We use data for purposes allowed by law. For example, we may use your data to:

- Process claims and transactions,
- Research, develop, provide and market products and services,
- Prevent and prosecute fraud or criminal activities,
- Support online customer experiences, digital platforms, and/or applications you elect to participate in.
- Maintain your accounts,
- Comply with applicable laws
- Maintain, operate, and market our business, or

**Sharing Data:** We may share your data with Third Parties and affiliates as permitted or required by law, or when you authorize us to do so. In certain situations, our ability to share information is limited by other restrictions, such as certain contractual agreements with plan sponsors or similar arrangements. We will honor those restrictions to the extent they conflict with the terms of this Notice. We may also share your data with Third Parties in certain circumstances, such as:

- Those who provide services to support our business, including processing claims, account maintenance, and marketing and sales,
- Credit bureaus,
- Insurance regulators, law enforcement, governmental authorities and other Third Parties in response to legal process or as required by law,
- Health care professionals, including to verify coverage or to provide information relating to a medical condition,
- Governmental agencies so they can decide if you are eligible for public benefits,
- Other financial companies in connection with joint marketing efforts,
- Other insurance companies (including successor insurers), agents and insurance support organizations to coordinate your benefits or in connection with insurance transactions involving you,
- Group policyholders, for example, regarding claims experience or to support service audits,
- Certificate or policyholders regarding the status of an insurance transaction,

- Your employer or plan sponsor as needed to support the administration of employee accounts (but only as permitted by law and only if you have established an account in connection with your employer),
- Your representatives and lawyers,
- Those who have a legal or beneficial interest in your assets (such as creditors with a lien on your account),
- To prevent and prosecute fraud or criminal activities,
- To conduct actuarial or research studies, and
- In connection with the sale or merger of all or part of our business.

Our affiliates include a broad range of companies who provide financial services. These include insurance companies and agencies, and investment advisors. They also include agencies and broker/dealers who may not be included in the scope of this Notice. If we serve you through one of these professionals, you may contact them directly for information regarding their privacy practices. Specific contact information for these professionals can be found on your statements and other correspondence from them. We do not share information about your creditworthiness among our affiliates. The Transamerica affiliated companies with whom we may share your other information may include our companies with a Transamerica or Stonebridge name.

For example, we may share your data with our affiliates:

- For their everyday business purposes;
- So they can tell you about products and services they offer;
- So they can determine which of their products and services may be of interest to you;
- So they can provide various services to us to support our business, such as claims processing, maintaining your account, and marketing products and services to you; or
- So they can audit themselves or their agents.

**Your Choice to Limit Marketing by Transamerica Affiliates:** You may limit our affiliates' use of certain types of data to market their own products and services to you. To do this, choose one of the Opt Out methods set forth below. This data relates to your transactions and experiences with us. For example, this may include the products you own and your account history. Your choice to limit marketing offers from our affiliates will apply for at least 5 years from when you Opt Out. Once that period expires, we will send you a renewal Notice. That renewal Notice will allow you to continue to limit marketing offers from our affiliates for at least another 5 years. If you have already Opted Out of marketing offers from our affiliates, you do not need to Opt Out again until you receive a renewal Notice. If you hold a policy or account jointly with someone else, your Opt Out choices will apply to everyone on the account. When you are no longer our customer, we continue to share your data as described in this Notice (including your Opt Out, if applicable). However, you may contact us at any time to limit our sharing.

**To Opt Out:** To limit our sharing of data with affiliates for marketing by affiliates as described above, you may:

- Call us at **877-257-4690** and our menu will prompt you through your choice(s), or
- Visit us online at **[www.transamerica.com/optout](http://www.transamerica.com/optout)**.

**Your Right of Access and Correction:** You have a right of access and correction with respect to data we collect except data that relates to and is collected in connection with a claim or criminal or civil lawsuit involving you. You must make your request to us in writing listing the account or policy numbers with the data you are requesting to access. If you tell us of an error in the data, we will review it. If we agree, we will correct our records. If we don't agree, you may dispute our findings in writing and send your statement to us. We will include your statement whenever we provide your disputed information to anyone outside Transamerica. This is a summary of your rights. For a copy of our more detailed Notice of Insurance Information Practices as applicable to your product or service, please send a written request to 4333 Edgewood Rd NE, Cedar Rapids, IA 52499.

**Protecting Your Data:** We restrict access to customer data to persons who need access to it in order to do their jobs or to provide products and services to you. We train our workforce in the proper handling of customer data. In addition, we maintain other physical, electronic, and procedural safeguards to protect your data.

**Other Privacy Protections for Vermont Residents only.** We will not share data we collect about you with Third Parties, except as permitted by Vermont law or authorized by you. We may still share data about our transactions or experiences with you with our affiliates. **For California Residents only.** If you are a California resident, you will receive a separate notice. That separate notice will give you additional choices.

We may revise this Notice. If we make material changes, we will notify you as required by law. This Notice is provided by the following Transamerica companies and any separate accounts established for products they offer:

**Transamerica Advisors Life Insurance Company**  
**Transamerica Casualty Insurance Company**  
**Transamerica Investors Securities Corporation**  
**Transamerica Premier Life Insurance Company**  
**Transamerica Retirement Solutions, LLC**

**Transamerica Capital, Inc**  
**Transamerica Financial Life Insurance Company**  
**Transamerica Life Insurance Company**  
**Transamerica Retirement Advisors, LLC**  
**Stonebridge Benefit Services, Inc**

# INSURANCE POLICY



# TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, Iowa 52499

A Stock Company

**Policyholder:** CITY OF GOLDSBORO

**Policy Number:** CE00060775

**Address:** 200 NORTH CENTER STREET

GOLDSBORO NC 27530

**Policy Effective Date:** JANUARY 1 2018

**Premium Rate Guarantee Date:** FEBRUARY 1

**Governing Jurisdiction:** NORTH CAROLINA

Transamerica Life Insurance Company ("the Company," "we," "us," and "our") agrees to pay the benefits described in this Group Master Policy ("Policy"), subject to all terms, conditions, and limitations, in consideration of:

1. The Policyholder Application, a copy of which is attached to and made a part of this Policy; and
2. The payment of the first premium.

By our acceptance of the first premium paid by the Policyholder and by the Policyholder's receipt of this Policy, the Policyholder agrees:

1. To be bound by the terms of this Policy; and
2. To pay all premiums to us according to the terms of this Policy.

This Policy is subject to the laws of the governing jurisdiction in which it is issued. It is signed for the Company at our Home Office to take effect on the Policy Effective Date.



General Counsel and Secretary



President

## **Group Master Policy for Critical Illness Indemnity Insurance**

### **LUMP SUM BENEFIT FOR SPECIFIED CRITICAL ILLNESSES ONLY**

**THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND US  
LIMITED BENEFIT – READ THIS POLICY CAREFULLY**

**THIS IS NOT MAJOR MEDICAL INSURANCE AND DOES NOT QUALIFY  
AS MINIMUM ESSENTIAL HEALTH COVERAGE UNDER  
THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.**

Administrative Office:

2700 W Plano Pkwy, PO Box 869094, Plano, Texas 75086-9817

Customer Service: 1-888-763-7474

E-Mail Address: [TEBcustresp@Transamerica.com](mailto:TEBcustresp@Transamerica.com)

Web Address: [www.transamericaemployeenefits.com](http://www.transamericaemployeenefits.com)

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## DEFINITIONS

The defined terms below, when used in this Policy, will have the following meanings.

**Active Service** – Performing in the usual manner all of the regular duties of the individual's occupation on a scheduled work day at the normal place of business or other location as directed by the employer.

An individual is considered to be in Active Service on a day which is not a scheduled work day only if the individual would meet the requirements above if it were a scheduled work day and was in Active Service on the last preceding regular work day.

Active Service does not apply if employment is not an eligibility requirement.

**Amendment, Endorsement, or Rider** – Any form issued by us which adds, modifies, changes, or deletes any Policy or Certificate provision or benefit.

**Policyholder Application** – The form completed and signed by the Policyholder to apply for this insurance coverage.

## ELIGIBILITY

**Employee or Member Eligibility** – To be eligible for coverage under the Policy, an employee or member must:

1. Meet the eligibility requirements listed on the Policyholder Application;
2. Be in Active Service; and
3. Provide satisfactory Evidence of Insurability to us, if required.

**Dependent Eligibility** – To be eligible under the Policy, a Dependent must:

1. Meet the definition of an eligible Dependent;
2. Be able to perform a majority of the normal activities of a person of like age in good health;
3. Not be eligible as an employee or member under the Policy; and
4. Provide satisfactory Evidence of Insurability to us, if required.

If an employee/member and his or her Spouse/Other Adult Dependent are both eligible as an employee/member, the Children may be insured as Dependents of either employee/member, but not both.

## PREMIUMS

**Premium Calculation and Due Dates** – The premium due will be the sum of the premiums applicable for all Insureds. The Policyholder must pay the premiums to us at our Administrative Office. The premiums are due and payable to us in advance by the Policyholder on each premium due date. The first premium due date is the Policy Effective Date.

**Grace Period** – A Grace Period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during this time. This Policy will terminate at the end of the Grace Period if the premium has not been paid. The Policyholder must still pay all unpaid premiums. This includes the premium due for the Grace Period.

The Grace Period will not apply if coverage is canceled on a premium due date and the premium has been paid through that date. If cancellation is during the Grace Period, the Policyholder will be liable for any unpaid premium including the pro rata premium for that part of the Grace Period during which coverage was in force.

**Premium Rate Guarantee** – The premium rates are guaranteed until the date shown on the Policy's cover page and are subject to the Change in Premium Rates provision.

**Change in Premium Rates** – We have the right to change the premium rates on any premium due date after the end of the Premium Rate Guarantee. If the rates are changed, we will give the Policyholder at least a 60-day advance written notice.

If a change in benefits contained in the Policy increases our liability, premium rates may be changed on the date our liability is increased, without regard to any Premium Rate Guarantee. If such premium increase takes place on a date other than a premium due date, a pro rata premium for the increase will be due on the next premium due date. The pro rata premium will be for the period from the date of the increase to the next premium due date. If such premium is not paid when due, the coverage will automatically be terminated as of the date the pro rata premium was due. Any partial payment of premium will be refunded.

## **POLICY CHANGES AND TERMINATION**

**Who May Change This Policy** – The terms of this Policy may be changed at any time by written agreement between the Policyholder and us. The insurance provided by this Policy can be changed or canceled without the consent of or prior notice to any Insured. Any changes to the terms of this Policy can only be made by the addition of an endorsement or amendment signed by an officer of Transamerica Life Insurance Company. No agent has the right to change or waive any terms of this Policy. All changes are subject to the laws of the governing jurisdiction.

**When Policy Changes Are Effective** – Unless the Policyholder and the Company agree otherwise in writing, the Effective Date of any change in benefits will be the first day of the calendar month that coincides with or next follows the date we send notice to the Policyholder of the change in benefits and any corresponding change in premiums.

**Termination** – This Policy will end on the earliest of the following events:

1. If the Policyholder submits an advance written request to us to terminate this Policy, this Policy will terminate on the date specified in that request.
2. If we give a 60-day advance written notice to the Policyholder that we intend to terminate this Policy, this Policy will terminate on the date specified in that notice.
3. If any premium payable by the Policyholder is not paid within its Grace Period, this Policy will terminate on the day after the end of the Grace Period.
4. If the Policyholder fails to comply with any terms of this Policy or the Policyholder Application; fails to fulfill any obligations or duties under or pertaining to this insurance; or fails to comply with or cooperate with us in satisfying the requirements of any applicable law or regulation pertaining to this insurance; this Policy will terminate on the 32<sup>nd</sup> day after we have given the Policyholder written notice of our intent to terminate.

Termination of an Insured's coverage that was effective prior to the date the Policyholder's coverage terminated will be governed by the Termination of Insurance provision of the Certificate. The Policyholder is required to notify us of any such termination.

**Minimum Participation Requirement** – The Policyholder must maintain the participation levels described in the Policyholder Application. If participation falls below the minimum participation limit, we have the right to cancel this Policy.

## **POLICYHOLDER PROVISIONS**

**Duties** – The Policyholder's primary duties include the following:

1. As required, give us any and all information we determine to be necessary for the enrollment and determination of eligibility of the Policyholder's employees or members, including Dependents, if applicable.
2. Receive and forward to us, the Applications of the Policyholder's employees or members.
3. Maintain records pertaining to the insurance of the Policyholder's employees or members as we may reasonably require while this Policy is in force and for two years after this Policy terminates, and allow us the opportunity to examine these records at any reasonable time during normal business hours.
4. Pay premiums to us.
5. In the event that any of this insurance is to be stopped, the Policyholder is required to notify the insured employees or members, including any right to continue coverage, by either giving them a written notice or mailing a notice to their last known address as shown in the Policyholder's records.
6. Cooperate with us in delivering Certificates, disclosures and notices regarding this coverage to Insureds under the Policy.

**Certificates** - A Certificate will be issued for delivery to each Insured. The Certificate will describe the benefits, terms, limitations and other essential features of the Policy. If more than one Certificate is issued to an Insured under this Policy, only the last one issued will be in effect.

**Inspection of Policy** – The Policyholder must make this Policy available for inspection by the Policyholder's employees or members at all reasonable times during normal business hours.

**Policyholder is an Agent of the Insured** – For all purposes related to the insurance issued under this Policy, the Policyholder acts as an agent of the Insured. The Policyholder does not, therefore, act as our agent for any purposes related to insurance issued under this Policy.

## **GENERAL PROVISIONS**

**Adjustments in the Event of Clerical Error** – Clerical error will not void insurance otherwise valid and in force, nor will it continue or make insurance valid that otherwise would cease or would never have been issued.

**Conformity With State Laws** – A provision of the Policy or Certificate that conflicts with a law of the governing jurisdiction is hereby changed to meet the minimum standards of that law.

**Entire Contract** – The entire contract consists of: this Policy; Policyholder Application; the Certificate Provisions; and any attached Amendments, Endorsements, and Riders.

**Legal Action** – No legal action may be brought to recover under the Policy and any Certificate:

1. Within 60 days after written Proof of Loss has been furnished as required; or
2. More than six years from the time written Proof of Loss is required to be furnished.

**New Insureds** – The group originally insured may be modified from time to time to add eligible new persons in accordance with the terms of this Policy.

**Time Limit On Certain Defenses** – We will not use any statement, except fraudulent statements, to void or reduce benefits under this Policy after it has been in force for two years from the Effective Date. Any such statements would have to be in a signed form. All statements made are considered representations and not warranties. No such statement will be used in any contest, unless a copy of such statement has been furnished to the Policyholder. The validity of this Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums.

Any increase in benefit amount is subject to a new two year contestable period for the increased amount only.

**Time Effective** – For any dates in this Policy, the effective time will be 12:01 a.m. at the Policyholder's main place of business.

## **CERTIFICATE PROVISIONS MADE A PART OF THIS POLICY**

The remainder of this Policy consists of the provisions that appear in the Certificate, including any Amendments, Endorsements, or Riders that describe the insurance made available to the employees or members under this Policy.

# TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, Iowa 52499  
A Stock Company

**About Your Insurance** - This Certificate explains benefits provided under the Group Master Policy ("Policy") issued to the Policyholder named on the Schedule of Benefits. Read it closely to become familiar with your coverage.

Terms important to understanding this Certificate are defined in the Definitions section or in separate Certificate provisions and are capitalized.

**Important Notice** - Benefits are payable only as described in this Certificate for a covered loss that occurs while the Covered Person is insured under the Policy.

The Policy may be amended or canceled as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person. Premiums are subject to change.

The benefits for Dependents described in this Certificate, if available under the Policy, are applicable only if you are insured, apply for Dependent coverage, receive our approval of such Dependents, and pay the premium required for each Dependent.

**10 Day Free Look:** If after your review you are not satisfied for any reason, you may return this Certificate within ten days from the date you received it for a full refund, either by returning it to the agent or to us.

This Certificate is signed for us at our Home Office to take effect on the same date coverage becomes effective.



General Counsel and Secretary



President

## Group Certificate for Critical Illness Indemnity Insurance

**LIMITED BENEFIT - READ YOUR CERTIFICATE CAREFULLY  
LUMP SUM BENEFIT FOR SPECIFIED CRITICAL ILLNESSES ONLY**

**THIS IS NOT MAJOR MEDICAL INSURANCE AND DOES NOT QUALIFY  
AS MINIMUM ESSENTIAL HEALTH COVERAGE UNDER  
THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.**

Administrative Office:  
2700 W Plano Pkwy, PO Box 869094  
Plano, Texas 75086-9817  
Customer Service: 1-888-763-7474  
E-Mail Address: [TEBcustresp@Transamerica.com](mailto:TEBcustresp@Transamerica.com)  
Web Address: [www.transamericaemployeebenefits.com](http://www.transamericaemployeebenefits.com)

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## SCHEDULE OF BENEFITS

POLICYHOLDER: CITY OF GOLDSBORO

POLICY EFFECTIVE DATE: **JANUARY 1 2018**

GOVERNING JURISDICTION: **NORTH CAROLINA**

INSURED: XXXXXXXXXXXX

AGE AT ISSUE: XX

CERTIFICATE NUMBER: XXXXXXXXXXXX

EFFECTIVE DATE: XX/XX/XXXX

COVERAGE TYPE: XXXXXXXXXXXX

RATE CLASS: XXXXXXXXXXXX

TOTAL PREMIUM: \$X

PREMIUM MODE: XXXXX

INSURED BENEFIT AMOUNT: \$XX,XXX

DEPENDENT BENEFIT AMOUNT: \$XX,XXX PER COVERED DEPENDENT

### **CRITICAL ILLNESS**

### **PERCENTAGE OF BENEFIT AMOUNT**

Alzheimer's Disease	30%
Coronary Artery Disease Requiring Angioplasty/Stent	5%
Coronary Artery Disease Requiring Bypass Grafts	25%
End Stage Renal Failure	100%
Heart Attack	100%
Major Organ Failure	100%
Miscellaneous Diseases	100% for each disease
Other Specified Organ Failure (loss of sight, speech, or hearing)	100%
Stroke	100%

### **OPTIONAL BENEFIT RIDERS**

### **BENEFIT AMOUNT OR PERCENTAGE OF BENEFIT AMOUNT**

Recurrent Critical Illness Benefit Rider	25%
Wellness Indemnity Benefit Rider	\$100

## DEFINITIONS

Terms important to understanding this Certificate are defined below and are capitalized in this Certificate.

**Active Service** - Performing in the usual manner all of the regular duties of your occupation on a scheduled work day at the normal place of business or other location as directed by your employer.

You are considered to be in Active Service on a day which is not a scheduled work day only if you would meet the requirements above if it were a scheduled work day and you were in Active Service on the last preceding regular work day.

Active Service does not apply if employment is not an eligibility requirement.

**Amendment, Endorsement, or Rider** - Any form issued by us which adds, modifies, changes, or deletes any Policy or Certificate provisions or benefits.

**Application** - The form completed and signed to apply for this insurance coverage.

**Calendar Year** - The period from January 1 through December 31 of the same year.

**Child** - A Child of yours who is under the age of 26 and is:

1. A natural Child;
2. A legally adopted Child or a Child who has been placed for adoption with you;
3. A stepchild or foster Child from the moment of placement;
4. A grandchild who lives with you;
5. A Child for whom you have been appointed legal guardian; or
6. A Child for whom you are legally required to provide support.

If applicable, Child will also include children of your Other Adult Dependent in the same manner as a stepchild.

Child also includes a Child who is incapable of self-support due to a mental or physical impairment. If a Child has reached age 26, but is incapable of self-support because of mental or physical impairment, we will continue the Child's coverage under the following conditions:

1. The Child must be incapacitated;
2. We must receive proof of incapacity within 31 days after coverage would otherwise terminate;
3. We may require additional proof of such incapacity from time to time, but not more often than once a year after the Child attains age 26; and
4. Your coverage must remain in force.

**Covered Person** - You and your Dependents who have been accepted for coverage.

**Critical Illness** - One of the illnesses or conditions listed below for which positive diagnosis is made by a Physician. It must be based on diagnostic criteria generally accepted by the medical profession, as defined below.

**Alzheimer's Disease** - A clinically established diagnosis of the disease by a psychiatrist or neurologist, resulting in the inability to perform, independently, 2 or more of the activities of daily living (bathing, dressing, eating, toileting, transferring, or continence).

**Coronary Artery Disease Requiring Bypass Grafts** - Coronary artery disease requiring a surgical operation to correct narrowing or blockage of one or more coronary arteries with bypass grafts, as confirmed in writing by a board-certified cardiologist. Angiographic evidence to support the necessity for this surgery will be required. For purposes of this benefit, a surgical operation to correct narrowing or blockage does not include the following procedures: balloon angioplasty; laser embolectomy; atherectomy; stent placement; or other non-surgical procedures.

**Coronary Artery Disease Requiring Angioplasty/Stent** - Coronary artery disease requiring a balloon angioplasty or other forms of catheter-based percutaneous transluminal coronary artery therapy to correct the narrowing or blockage of one or more coronary arteries, as confirmed in writing by a board-certified cardiologist. This benefit is confined to the heart; therefore, a narrowing or blockage of renal arteries or other peripheral arteries is not coronary artery disease and does not qualify for this benefit.

**End Stage Renal Failure** - The end stage failure which presents a chronic irreversible failure of both kidneys, and requires treatment by renal dialysis.

**Heart Attack** - The ischemic death of a portion of heart muscle as a result of obstruction of one or more of the coronary arteries. A positive diagnosis must be supported by either of the following criteria:

1. The presence of three or more of the following indicators:
  - a. pain, pressure, fullness, discomfort or squeezing in the center of the chest;
  - b. radiating pain to shoulder(s), neck, back, arm(s) or jaw;
  - c. new EKG changes indicative of myocardial infarction;
  - d. diagnostic increase of specific cardiac markers typical for Heart Attack; and
  - e. confirmatory imaging studies.
2. In the event of death, an autopsy confirmation identifying Heart Attack as the cause of death will be accepted.

**Major Organ Failure** - The irreversible failure of a Covered Person's heart, lung, pancreas, entire kidney or any combination, for which a Physician has determined that there is medical evidence to support the complete replacement of such organ with an entire organ from a human donor. It can also be the irreversible failure of a Covered Person's liver for which a Physician has determined that there is medical evidence to support the complete or partial replacement of the liver or liver tissue from a human donor. The need for a transplant must be due to severe organ disease. Such Covered Person has been placed on the Transplant List or the transplant procedure has been performed.

**Miscellaneous Diseases** - The following diseases will be considered Critical Illnesses when diagnosed by a Physician:

Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease)  
Encephalitis/meningitis  
Rocky Mountain Spotted Fever  
Typhoid Fever  
Anthrax  
Cholera  
Primary Sclerosing Cholangitis (Walter Payton's Disease)  
Tuberculosis

**Other Specified Organ Failure** - One of the following occurring independently of any other covered Critical Illness:

1. Loss of Sight - the total and irreversible loss of all sight in both eyes.
2. Loss of Speech - the total and permanent loss of the ability to speak.
3. Loss of Hearing - the total and irreversible loss of hearing in both ears. Loss of Hearing that can be corrected by the use of any hearing aid or device will not be considered an irreversible loss.

**Stroke** - A cerebrovascular event resulting in permanent neurological damage, including infarction, hemorrhage, or embolization of brain tissue from an extracranial source. The diagnosis must be based on:

1. Documented neurological deficits; and
2. Confirmatory neuroimaging studies.

Stroke does not include cerebral symptoms due to:

1. Transient Ischemic Attack (TIA);
2. Reversible neurological deficit;
3. Migraine;
4. Cerebral injury resulting from trauma or hypoxia; or
5. Vascular disease affecting the eye, optic nerve or vestibular functions.

**Dependent** - Your Spouse or Other Adult Dependent or Child covered under this Certificate.

**Evidence of Insurability** - The correct and complete answers to the questions in the Application and medical history, if necessary, which will be used by us to base our acceptance of any proposed Covered Person.

**First Occurrence** - The first time each covered Critical Illness is diagnosed on or after the Covered Person's Effective Date. (Diagnosis can occur after death if death is due to a Critical Illness.)

**Immediate Family Member** - Anyone related to a Covered Person in the following manner: spouse, daughter, son, stepchild, father, mother, stepparent, sister, brother, stepsister, stepbrother, grandchild, grandparent, father-in-law, mother-in-law, or the spouse of any of these. The term "spouse" includes a common law marriage partner, domestic partner, or civil union partner, if legally recognized in the governing jurisdiction.

**Insured, you, or your** - The employee or member covered for this insurance.

**Other Adult Dependent** - Your common law marriage partner, domestic partner, or civil union partner, if legally recognized in the governing jurisdiction or as otherwise agreed upon between the Policyholder and us.

**Physician** - A person who is providing services within the scope of his or her license, and is either:

1. Licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. Legally qualified and licensed as a medical practitioner and is required to be recognized, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

Such person must not be an Immediate Family Member of any Covered Person. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians under this Policy.

**Policy** - The complete contract of insurance, which includes the Policy as issued to the Policyholder, the Policyholder Application, the Certificate Provisions, and any Amendments, Endorsements, and Riders.

**Policyholder** - The entity named on the Schedule of Benefits to whom the Policy is issued.

**Spouse** - Your legally married Spouse.

**Transamerica Life Insurance Company, the Company, we, us, or our** - The insurer that underwrites this coverage.

**Transplant List** - The Organ Procurement and Transportation Network (OPTN) list.

**Treatment Free** - The Covered Person is no longer receiving care from a Physician, nor regular office visits, or being prescribed medication for a Critical Illness, other than routine checkups or maintenance medication for that Critical Illness.

## **ELIGIBILITY AND EFFECTIVE DATE**

Coverage will start at 12:01 a.m. at the main place of business of the Policyholder.

**Employee or Member Eligibility** - To be eligible for coverage under the Policy, you must:

1. Meet the eligibility requirements listed on the Policyholder Application;
2. Be in Active Service; and
3. Provide satisfactory Evidence of Insurability to us, if required.

**Employee or Member Effective Date** - Your insurance will take effect on the later of: (1) the Policy Effective Date; or (2) the first day of the calendar month which coincides with or next follows the date you are accepted for coverage; provided you are: (a) an eligible employee or member on such date; and (b) we have received your first premium payment.

If you do not meet the eligibility requirements on the date your coverage is to take effect, your coverage will take effect on the first day of the calendar month which coincides with or next follows the date you satisfy the requirements.

**Dependent Eligibility, if available under the Policy** - To be eligible under the Policy, a Dependent must:

1. Meet the definition of an eligible Dependent;
2. Not be eligible as an employee or member under the Policy; and
3. Provide satisfactory Evidence of Insurability to us, if required.

If you and your Spouse or Other Adult Dependent are both eligible as an employee or member, any Children may be insured as a Dependent of either you or your Spouse or Other Adult Dependent, but not both.

**Dependent Effective Date** - Insurance on each Dependent will take effect on the later of: (1) the date your coverage becomes effective; or (2) the first day of the calendar month which coincides with or next follows the date the Dependent is accepted for coverage, provided that: (a) the Dependent is an eligible Dependent on such date; and (b) we have received any additional premium.

If a Dependent does not meet the eligibility requirements on the date his or her coverage is to take effect, coverage on that Dependent will take effect on the first day of the calendar month which coincides with or next follows the date the Dependent satisfies the requirements.

**Child Enrollment; Noncustodial Parents** - If you are required by a court or administrative order to provide health benefit plan coverage for a Child, we will:

1. Allow the parent to enroll a Child who is otherwise eligible for the coverage without regard to any enrollment season restrictions.
2. Enroll the Child upon application of the Child's other parent or the Department of Health and Human Services in connection with its administration of the Medical Assistance or Child Support Enforcement Program if the parent is enrolled but fails to make application to obtain coverage for the Child.
3. Not disenroll or eliminate coverage of the Child unless we are provided satisfactory written evidence that: (a) The court or administrative order is no longer in effect; or (b) The Child is or will be enrolled in comparable health benefit plan coverage through another health insurer, which coverage will take effect not later than the effective date of disenrollment.

If a Child has coverage through a noncustodial parent, we will:

1. Provide such information to the custodial parent as may be necessary for the Child to obtain benefits.
2. Permit the custodial parent (or the health care provider, with the custodial parent's approval) to submit claims for covered services without the approval of the noncustodial parent.
3. Make payments on claims directly to the custodial parent, the provider, or the Department of Health and Human Services.

**Coverage for Newborn Child, Newly Adopted Child, or Foster Child** - A newborn Dependent Child will become insured for coverage automatically on the day he or she is born, as long as your coverage is in force on that date. An adopted or foster Child will become insured for coverage automatically on the day he or she is placed for adoption or placed in the foster home so long as such placement occurs while your coverage is in force on that day. The Child will be automatically covered for 31 days. If additional premium is required in order to continue the Child's coverage, you must notify us by the end of the 31-day period and pay the additional premium, if applicable.

The following definitions apply to this provision:

**Child** means, in connection with any adoption or placement for adoption, an individual who has not attained 18 years of age as of the date of the adoption or placement for adoption.

**Foster Child** means a minor:

1. Over whom a guardian has been appointed by the clerk of superior court of any county in North Carolina; or
2. The primary or sole custody of whom has been assigned by order of a court of competent jurisdiction.

**Placement for adoption** means the assumption and retention by you of a legal obligation for total or partial support of a Child in anticipation of the adoption of the Child. The Child's placement with you terminates upon the termination of such legal obligations.

**Placement in the foster home** means physically residing with a person appointed as guardian or custodian of a foster Child as long as that guardian or custodian has assumed the legal obligation for total or partial support of the foster Child with the intent that the foster Child reside with the guardian or custodian on more than a temporary or short-term basis.

**Coverage for Newborn Child or Newly Adopted Child** - Coverage for a newborn, a newly adopted Child, or a Child for whom you are appointed the legal guardian, will become effective automatically on the day he or she is born, the day the Child is placed for adoption, or the day a court enters an order appointing you the legal guardian of the Child. The Child will be automatically covered for 31 days. In order to continue the Child's coverage, you must notify us by the end of the 31-day period and pay any additional premium, if applicable.

## BENEFITS

**Critical Illness Benefit** - If a Covered Person is diagnosed with the First Occurrence of a Critical Illness, we will pay a lump sum benefit equal to the Benefit Amount applicable to the Critical Illness as shown in the Schedule of Benefits. The positive diagnosis must be made after the Effective Date of this Certificate and while this Certificate is in force.

If a Covered Person is later diagnosed with the First Occurrence of one of the remaining Critical Illnesses and that illness is medically unrelated (as determined by a Physician) to any other Critical Illness for which we have paid a benefit, we will pay the applicable benefit for the newly diagnosed Critical Illness as long as the diagnosis is made 90 days or more after the last Critical Illness for which we paid a benefit.

If the last Critical Illness benefit payment under this Certificate was less than 100% of the applicable Benefit Amount, we will waive the requirements of being medically unrelated and separated by 90 days for the newly diagnosed Critical Illness.

**Benefit Payments** - Benefit payments will be made directly to you. Proof of any Critical Illness diagnosis must be submitted to us.

## EXCLUSIONS AND LIMITATIONS

We do not cover losses caused by, or as a result of, the Covered Person's:

1. Participation or attempting to participate in an illegal activity.
2. Intentionally causing self-inflicted injury.
3. Committing or attempting to commit suicide, whether sane or insane.
4. Involvement in any period of armed conflict.

Under no condition will we pay any benefits for losses incurred prior to the Effective Date.

## PREMIUMS

All premiums are payable on or before the date they are due.

**Premium Changes** - We have the right to change the premium rates on any premium due date in accordance with the terms of the Policy. If the rates are changed, we will give at least a 60-day advance written notice to the Policyholder, or to you if the Portability Option is in effect.

If the premiums increase because a change in benefits increases our liability, premium rates may be changed on the date that our liability is increased, without regard to any premium rate guarantee. If such premium increase takes place on a date other than a premium due date, a pro rata premium for the increase will be due on the next premium due date. The pro rata premium will be for the period from the date of the increase to the next premium due date. If such premium is not paid when due, the coverage will automatically be terminated as of the date the pro rata premium was due. Any partial payment of premium will be refunded.

**Premium Refunds** - If your Spouse or Other Adult Dependent is covered and you divorce or legally terminate the Other Adult Dependent relationship or such Dependent dies and we are notified in writing at our Administrative Office, we will refund premiums for the period of time following the date of divorce/dissolution or death of such Dependent. Premiums will not be refunded for any period prior to 30 days before such notification is received in our Administrative Office.

If your Children are covered and coverage for all Children ends, we will refund premiums for the period of time following the last day of coverage. We must be notified in writing at our Administrative Office. Premiums will not be refunded for any time period prior to 30 days before such notification is received in our Administrative Office.

**Unpaid Premiums** - Any premium due and unpaid may be deducted from a claim payment.

## TERMINATION OF INSURANCE

Subject to the Portability Option, your insurance will cease on the earliest of:

1. The date the Policy terminates, subject to the Portability Option;
2. The date you cease to be eligible for coverage;
3. The date of your death;
4. The premium due date on which we fail to receive your premium, subject to the Grace Period provision; or
5. The date you send us a written notice that you want to cancel coverage.

The insurance on a Dependent will cease on the earliest of:

1. The date your coverage terminates;
2. The premium due date on which we fail to receive your premium, subject to the Grace Period provision;
3. The date the Dependent Child no longer meets the definition of Child;
4. The date a Covered Spouse or Other Adult Dependent no longer meets the definition of same;
5. The date the Policy is modified so as to exclude Dependent coverage; or
6. The date you send us a written notice that you want to cancel coverage on your Dependent.

We may end the coverage of any Covered Person who submits a fraudulent claim under the Policy.

Termination of your insurance will not affect any claim which begins before the date of termination.

## PORTABILITY OPTION

If you lose eligibility for this insurance for any reason other than nonpayment of premiums, you will have the option to continue this Certificate (including any Riders, if applicable) by paying the premiums directly to us at our Administrative Office within 31 days after this insurance terminates. We will bill you for these premiums after you notify us to continue this coverage. The premiums you pay directly to us may exceed the premiums that were paid through the Policyholder due to increased administrative costs for direct billing. If you stop paying the premiums under this option, this coverage will cease, subject to the terms of the Grace Period.

This Portability Option is only available for the Insured and the Insured's Dependents; it is not available for the Insured's Dependents without the Insured.

## CLAIM PROVISIONS

**Notice of Claim** - Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered by the contract or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Covered Person or the beneficiary to us at the Administrative Office shown on page 1 of this Certificate, or to any authorized agent of the Company, with information sufficient to identify the Covered Person will be deemed notice to us.

**Claim Forms** - Claim forms should be used for filing Proof of Loss. We will send such form to the claimant within 15 days of receipt of notice of claim. If we fail to supply the proper claim forms within 15 days, you can give proof in writing, setting forth the nature and extent of the loss within the time stated in the Proof of Loss provision. You or a personal representative may obtain a claim form by calling our toll-free telephone number listed on the cover page.

**Proof of Loss** - Due written Proof of Loss must be given to us at our Administrative Office. In case of a claim for loss for which a periodic payment is provided contingent upon continuing loss, such satisfactory written Proof of Loss must be sent within 180 days after the termination of the period for which we are liable. For any other loss, proof must be sent within 180 days after the date of such loss.

Failure to furnish such proof within such time will not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof and it was furnished as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time of loss, unless the claimant was legally incapacitated.

**Payment of Claim Benefits** - All benefits payable under your Certificate will be paid to you. Any benefits that are not paid at your death will be paid to your Spouse or Other Adult Dependent or if there is no Spouse or Other Adult Dependent, then to your estate.

If any benefit is payable to your estate or to a Covered Person or beneficiary who is a minor or otherwise not competent to give a valid release, we may pay such benefit, up to \$1,000, to one of your relatives by blood or connection by marriage who we deem to be equitable entitled to such benefit. Such payment, made in good faith, fully discharges us to the extent of the payment.

**Physical Examinations And Autopsy** - We have the right to have a Covered Person examined by a Physician of our choice as often as reasonably necessary while a claim is pending. In case of death, we may request an autopsy where it is not forbidden by law. We will pay for such examination or autopsy.

**Time of Payment of Claims** - Benefits for a covered loss will be paid immediately after we receive due written Proof of Loss. We will acknowledge a claim within 30 days after receiving written Notice of Claim. Acknowledgement will include one of the following: (1) a statement advising that the claim is being investigated or that Proof of Loss is required; (2) payment of the claim; (3) a written offer of settlement; or (4) a written denial of the claim.

## GENERAL PROVISIONS

**Change of Beneficiary** - The right to change beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries will not be required to surrender or assign this Certificate or to change beneficiaries, or to make any other coverage changes.

**Clerical Error** - A clerical error by us will not invalidate insurance otherwise in force, nor continue insurance otherwise not validly in force.

**Conformity with State Laws** - A provision of the Policy or Certificate that conflicts with a law of the governing jurisdiction is hereby changed to meet the minimum standards of that law.

**Entire Contract; Changes** - The Entire Contract consists of the Policy as issued to the Policyholder, the Policyholder Application, the Certificate Provisions, and any attached Amendments, Endorsements, and Riders. Only our President, Vice President, Secretary, or an Assistant Secretary may make any changes to the Policy or this Certificate and then only in writing. No agent or Policyholder has authority to change the Policy or this Certificate or to waive any of its provisions. Any changes are subject to the laws of the governing jurisdiction.

**Grace Period** - A Grace Period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during this time. The coverage under the Policy and/or Certificate will terminate at the end of the Grace Period if the premium has not been paid.

If coverage is canceled on a premium due date and the premium has been paid through that date, the Grace Period will not apply. If cancellation is during the Grace Period, you will be liable for any unpaid premium including the pro rata premium for that part of the Grace Period during which coverage was in force. Benefits may be reduced by the amount of any due but unpaid premiums.

**Legal Action** - No legal action may be brought to recover under the Policy or Certificate within 60 days after written Proof of Loss has been provided to us as required nor more than three years from the time written Proof of Loss is required to be furnished.

**Misstatement of Age** - If the Covered Person's age has been misstated, the Covered Person's true age will be used to adjust the premium or adjust the benefits paid.

**Reinstatement** - If any renewal premium is not paid within the time granted for payment, a subsequent acceptance of premium by us or by any of our authorized agents, without requiring an application for reinstatement, will reinstate the Certificate. However, if we or our agent require an application for reinstatement and issue a conditional receipt, the Certificate will be reinstated upon our approval of such application, or, lacking such approval, upon the 45th day following the date of such conditional receipt; unless we have previously notified the Insured in writing of our disapproval of such application. The reinstated Certificate will only cover loss resulting from an Accident sustained after the date of reinstatement. The reinstated Certificate will only cover loss due to a covered Sickness that begins more than 10 days after the reinstatement date. In all other respects you and the Company will have the same rights as each had under the Certificate immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

**Time Limit on Certain Defenses**

Misstatements in the Application - We will not use any misstatement to void or reduce benefits after your coverage has been in effect for two years. Any such statement would have to be in a signed form. This also applies to all Riders. Any increase in benefit amounts is subject to a new two year contestable period for the increased amount only.

All statements made are considered representations and not warranties. No such statement will be used in any contest, unless a copy of such statement has been furnished to you.

**Notice Given by Us** - Any notice to you will be sent to your last known address.

# TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, Iowa 52499  
Administrative Office: 2700 W Plano Pkwy, PO Box 869094, Plano, Texas 75086-9817  
(Hereinafter called "the Company," "we," "us," or "our")

## RECURRENT CRITICAL ILLNESS BENEFIT RIDER

This Rider is attached to and made part of the contract as of the Rider Effective Date. It is issued in consideration of the Application and payment of any required initial premium. All provisions of the contract not in conflict with the provisions of this Rider apply to this Rider.

### DEFINITIONS

In addition to the definitions contained in the contract, the following definition applies to this Rider.

**Recurrent Critical Illness** - A Critical Illness that is not eligible for payment under the Critical Illness Benefit in the contract as a First Occurrence.

### BENEFITS

This Rider provides a Recurrent Critical Illness Benefit per Covered Person as follows:

A recurrence of the same Critical Illness is not eligible for the Recurrent Critical Illness Benefit, unless:

1. The diagnosis for the prior occurrence was at least 12 months before the new diagnosis; and
2. If it is a Cancer condition and the Cancer Benefit Rider is part of this contract, the Covered Person has been Treatment Free for at least 12 months.

If a Covered Person is diagnosed with a Recurrent Critical Illness, we will pay a lump sum benefit equal to the Recurrent Critical Illness Benefit Amount applicable to the Critical Illness as shown in the Schedule of Benefits. The positive diagnosis must be made after the Rider Effective Date and while this Rider is in force.

For each Critical Illness, only one Recurrent Critical Illness Benefit may be paid per Covered Person.

### RIDER EFFECTIVE DATE

This Rider becomes effective on the same date as the contract unless we inform the Insured in writing of a different date.

### TERMINATION

This Rider will terminate on the earliest of the following dates or events:

1. The date the Rider or contract lapses for failure to pay premiums, subject to the Grace Period of the contract;
2. The date the Insured requests termination; or
3. The date the contract terminates.

Termination will not affect any claim or loss which commenced while the contract and Rider were in force.

This Rider is signed for the Company at our Home Office to take effect on the Rider Effective Date.



General Counsel and Secretary



President

# TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, Iowa 52499  
Administrative Office: 2700 W Plano Pkwy, PO Box 869094, Plano, Texas 75086-9817  
(Hereinafter called "the Company," "we," "us," or "our")

## WELLNESS INDEMNITY BENEFIT RIDER

This Rider is attached to and made part of the contract as of the Rider Effective Date. It is issued in consideration of the Application and payment of any required initial premium. All provisions of the contract not in conflict with the provisions of this Rider apply to this Rider.

### DEFINITIONS

In addition to the definitions contained in the contract, the following definition applies to this Rider.

**Health Screening Test** means one of the following tests performed under the supervision of or recommendation by a Physician while this Rider is in force:

Biopsy	Flexible sigmoidoscopy
Blood test for triglycerides	Hemocult stool analysis
Bone marrow testing	Mammography
Breast ultrasound	Pap test
CA 125 (blood test for ovarian cancer)	PSA (blood test for prostate cancer)
CA 15-3 (blood test for breast cancer)	Serum cholesterol test to determine HDL/LDL level
CEA (blood test for colon cancer)	Serum Protein Electrophoresis (blood test for myeloma)
Chest X-ray	Stress test on a bicycle or treadmill
Colonoscopy	Thermography
Fasting blood glucose test	

### BENEFIT

We will pay the amount shown on the Schedule of Benefits once per Covered Person per Calendar Year in which such Covered Person undergoes a Health Screening Test, regardless of the number of tests the Covered Person undergoes.

### RIDER EFFECTIVE DATE

This Rider becomes effective on the same date as the contract unless we inform the Insured in writing of a different date.

### TERMINATION

This Rider will terminate on the earliest of the following dates or events:

1. The date the Rider or contract lapses for failure to pay premiums, subject to the Grace Period of the contract;
2. The date the Insured requests termination; or
3. The date the contract terminates.

This Rider is signed for the Company at our Home Office to take effect on the Rider Effective Date.



General Counsel and Secretary



President

## **COMPENSATION DISCLOSURE NOTICE TO ALL POLICYHOLDERS**

Agents who sell and service our products are paid a commission. It varies by the type of insurance policy sold and the state where the policy was sold, and is based on a percentage of the premium received in the first year, and at policy renewal. Agents may receive advances or loans against anticipated commissions for cases sold or to be sold. These advances may or may not require the payment of interest, depending upon the agent's total business and historical experience with TEB.

Agents may receive other compensation from TEB in the form of cash or non-cash awards or prizes, based upon a variety of factors that may include the level of premium written or earned, persistency and growth of premium, or other performance measures. Agents who manage, supervise or recruit other agents or wholesale our products and services to other agents, may receive commission overrides on business that results from their efforts.

Some of our agents may receive additional payments for providing services in connection with the administration of our products. Fees for such services may be calculated on a per policy or per certificate basis or upon the premium volume associated with a specific case. TEB may additionally reimburse these agents/administrators for certain expenses, such as the cost of mailings.

Agents may occasionally obtain exclusive rights to market TEB products or services to agents, employers, employees or members of associations or unions. Certain groups or associations may also agree to endorse TEB's products to their members. TEB may pay a fee for these exclusive marketing rights or endorsements. See your proposed plan documents or policy certificate package for more information on any such arrangements.

For up to date information regarding our compensation practices, please consult our website at: [www.transamericaemployeebenefits.com](http://www.transamericaemployeebenefits.com).