

#### 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:

Support online customer experiences, digital platforms, and/or applications you elect to participate in.

- Process claims and transactions,
- Research, develop, provide and market products and services, Comply with applicable laws
- Prevent and prosecute fraud or criminal activities,
- Maintain your accounts,
- · 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.

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**



# NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholder will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association Post Office Box 10218 Raleigh, North Carolina 27605-0218

North Carolina Department of Insurance, Consumer Services Division 201 Mail Service Center Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

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#### **COVERAGE**

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association if:

- (a) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- (b) the insurer was not authorized to do business in this state;
- (c) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- (a) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (b) any policy of reinsurance (unless an assumption certificate was issued);
- (c) interest rate yields that exceed the average rate specified in the law;
- (d) dividends;
- (e) experience or other credits given in connection with the administration of a policy for a group contractholder;
- (f) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (g) unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

#### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one individual, the association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. For any one group holder of an unallocated annuity contract, the association will pay a maximum of \$5,000,000.

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## **Transamerica**Life Insurance Company

A Stock Company (Hereinafter called: We, Our or Us)
Home Office: Cedar Rapids, Iowa
Administrative Office: PO Box 869094, Plano, Texas 75086-9817
Toll Free Telephone No: 1-888-763-7474

#### **NOTICE TO INSURANCE FIDUCIARY**

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40. NO PERSON. EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE. HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT. OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED. BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER. AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

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## Transamerica

## Life Insurance Company

A Stock Company (Hereinafter called: We, our or us)
Home Office: Cedar Rapids, Iowa
Administrative Office:[PO Box 869094, Plano, Texas 75086-9817]
Toll Free Telephone No: [1-888-763-7474]

#### ADVERSE UNDERWRITING NOTICE

In the event of an adverse underwriting decision, upon written request within 90 business days from the date of the mailing of notice or other communication of an adverse underwriting decision, the Covered Person may receive the specific reason or reasons in writing. The specific reasons for the adverse underwriting decision shall be provided by Us within 21 business days from the date of receipt of such written request and shall include the following:

- (1) The specific reason or reasons for the adverse underwriting decision;
- (2) The specific items of personal and privileged information that support those reasons, provided, however that We shall not be required to furnish specific items of privileged information if We have a reasonable suspicion, based upon specific information available for review by the Commissioner, that the Covered Person has engaged in criminal activity, fraud, material misrepresentation, or material nondisclosure,
- (3) Specific items of medical-record information supplied by a medical-care institution or medical professional shall be disclosed to the Covered Person about whom the information relates; and
- (4) The names and addresses of the institutional sources that supplied the specific items of information given.

When an adverse underwriting decision results solely from an oral request or inquiry, the explanation of reasons and summary of rights shall be given orally.

#### **Access to Recorded Personal Information**

The Covered Person may submit a written request to Us for access to recorded personal information about the Covered Person that is reasonably described by the Covered Person and reasonably locatable and retrievable by Us, We shall within 30 business days from the date such request is received:

- (1) Inform the Covered Person of the nature and substance of such recorded personal information in writing;
- (2) Permit the Covered Person to see and copy, in person, such recorded personal information pertaining to him or to obtain a copy of such recorded personal information by mail, whichever the Covered Person prefers, unless such recorded personal information is in coded form, in which case an accurate translation in plain language shall be provided in writing;
- (3) Disclose to the Covered Person the identity, if recorded, of those persons to whom We have disclosed such personal information within 2 years prior to such request, and if the identity is not recorded, the names of those insurance institutions, agents, insurance-support organizations or other persons to whom such information is normally disclosed; and

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(4) Provide the Covered Person with a summary of the procedures by which he may request correction, amendment, or deletion of recorded personal information.

#### **Correction of Recorded Personal Information**

Within 30 business days from the date of receipt of a written request from the Covered Person to correct, amend, or delete any recorded personal information about the Covered Person within Our possession, We shall either:

- (1) Correct, amend, or delete the portion of the recorded personal information in dispute; or
- (2) Notify the Covered Person of: (a) Our refusal to make such correction, amendment, or deletion;(b) The reasons for the refusal; and (c) The Covered Person's right to file a statement as set forth below.
  - If We correct, amend, or delete recorded personal information in accordance with the Covered Person's request, We shall so notify the Covered Person in writing and furnish the correction, amendment, or fact of deletion to: (a) Any person specifically designated by the Covered Person who, within the preceding 2 years, may have received such recorded personal information; (b) Any insurance-support organization whose primary source of personal information is insurance institutions if We have systematically received such recorded personal information from the Insurance institution within the preceding 7 years. The correction, amendment, or fact of deletion need not be furnished if the insurance-support organization no longer maintains recorded personal information about the Covered Person; and
- (3) Any insurance-support organization that furnished the personal information that has been corrected, amended, or deleted.

If the Covered Person disagrees with Our refusal to correct, amend, or delete recorded personal information, the Covered Person shall be permitted to file with Us:

- (1) A concise statement setting forth what the Covered Person thinks is the correct, relevant, or fair information; and
- (2) A concise statement of the reasons why the Covered Person disagrees with Our refusal to correct, amend, or delete recorded personal information.

In the event a Covered Person files either statement as described above, We shall:

- (1) File the statement with the disputed personal information and provide a means by which anyone reviewing the disputed personal information will be made aware of the Covered Person's statement and have access to it; and
- (2) In any subsequent disclosure by Us of the recorded personal information that is the subject of disagreement, clearly identify the matter or matters in dispute and provide the Covered Person's statement along with the recorded personal information being disclosed; and
- (3) Furnish the statement to such persons.

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#### TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, IA 52499 A Stock Company

Policyholder: CITY OF GOLDSBORO

Address: 200 NORTH CENTER STREET

**GOLDSBORO NC 27530** 

Policy Number: CN00060774

Policy Effective Date: JANUARY 1 2018

Policy Anniversary Date: FEBRUARY 1

Premium Rate Guarantee Date: JANUARY 1 2019

Governing Jurisdiction: North Carolina

#### THE POLICY IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND THE INSURED.

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
- The payment of the first premium.

By Our acceptance of the first premium paid by the Policyholder ("You," "Your," and "Yours") and by Your receipt of this Policy, You agree:

- 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 Cancer Only Insurance**

BENEFITS LIMITED TO LOSS DUE TO CANCER ONLY
NO BENEFITS PROVIDED FOR ANY OTHER SICKNESS OR CONDITION
PRE-EXISTING CONDITIONS ARE NOT COVERED DURING THE FIRST 12 MONTHS
READ YOUR POLICY CAREFULLY
NONPARTICIPATING - NO ANNUAL DIVIDENDS

Administrative Office: 2700 W Plano Pkwy, PO Box 869094 Plano, Texas 75086-9817 Customer Service: 1-888-763-7474

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#### **DEFINITIONS**

The defined terms below are subject to the provisions of this Policy:

Active Service - The Insured is:

- 1. Performing in the usual manner all of the regular duties of his or her occupation on a scheduled work day; and
- 2. These duties are performed at one of the places of business where the Insured normally does such duties or at some location to which his or her employment sends the Insured.

The Insured is said to be in Active Service on a day which is not a scheduled work day only if he or she would be able to perform in the usual manner all of the regular duties of his or her occupation if it were a scheduled work day, and he or she were in Active Service on the last preceding regular work day.

**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 or enroll for this insurance coverage.

**Certificate** – The document given to each Insured that describes the terms of the insurance made available to insured employees or members and their insured Spouses and/or insured Dependent Children, as defined in the Certificate, if applicable.

**Effective Date or Policy Effective Date** - The date coverage is in effect is shown on the cover page of this Policy. The Effective Date will start at 12:01 AM at the main place of business of the Policyholder.

**Evidence of Insurability** – The correct and complete answers to the questions in the Application and medical history, if necessary, which may be used by Us to base Our acceptance of any proposed Covered Person.

**Group Master Policy or Policy** – The complete contract of insurance, which includes the Policy as issued to You, as well as any Certificates issued to each Insured, including any Amendments, Endorsements, Riders, and Applications.

**Insured** – The eligible employee or member as defined by the Policyholder, and who has been approved by Us for coverage, and whose name appears on the Certificate's Schedule of Benefits.

**Policyholder** – The entity named on the cover page of this Policy.

#### **ELIGIBILITY**

#### **EMPLOYEE OR MEMBER AND DEPENDENT ELIGIBILITY REQUIREMENTS**

**Employees or Members -** To be eligible, an employee or member must:

- 1. Meet eligibility requirements as selected on the Policyholder's Application;
- 2. Provide satisfactory Evidence of Insurability to Us, if required; and
- 3. Be in Active Service on the Effective Date of coverage.

An Application must be completed, and any required premium paid, within 31 days of the date enrollment is offered to the employee or member. If such Application is not made within that 31-day period, the employee or member will be considered a late enrollee and may be required to submit satisfactory Evidence of Insurability in order for coverage to become effective.

**Dependents -** If Dependent coverage is available, a Dependent will be eligible for such coverage on the later of the following dates:

- 1. The day an employee or member becomes eligible for coverage; or
- 2. The day a Dependent first meets the definition of Dependent.

The Insured may elect Dependent coverage by:

- 1. Applying for Dependent coverage within 31 days of the date the Dependent becomes eligible; and
- 2. Completing any required form for payroll deduction.

If such Application for Dependent coverage is not made within that 31-day period, the Spouse or Child will be considered a late enrollee and may be required to submit satisfactory Evidence of Insurability in order for coverage to become effective.

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

#### **PREMIUMS**

**Premium Calculation And Due Dates** - The premium due will be the sum of the premiums applicable for all Insureds. You must pay the premiums to Us at Our Administrative Office.

The premiums are due and payable to Us in advance by You on each premium due date. The first premium due date is the Policy Effective Date.

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

**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. You must still pay all unpaid premiums. This includes the premium due for the Grace Period.

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.

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 You at least a 45-day advance written notice. If an 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.

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.

We will not change the premiums during the first 12 months following the Effective Date. Thereafter, We will not change the premiums more frequently than once in any 6-month period. All premium changes will be based upon at least 12 months of experience.

**Refund on Unearned Premium** - If this Contract is cancelled prior to the next premium due date, We will refund the unearned portion of such premiums paid for any period beyond the end of the month in which the cancellation occurred. Premium refunds due upon death of a Covered Person will be paid in the same manner as stated herein.

#### **POLICY CHANGES**

Who May Change This Policy - The terms of this Policy may be changed at any time by written agreement between You and Us. Only Our President, Vice President, Secretary, or an Assistant Secretary can authorize a change in this Policy. Such an authorization must be in writing and signed by an officer. The terms of this Policy can be changed only by 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 You and We 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 You of the change in benefits and any corresponding change in premiums.

#### POLICYHOLDER PROVISIONS

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

- 1. If You submit a 60-day 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 You that We intend to terminate this Policy, this Policy will terminate on the date specified in that notice;
- 3. If any premium payable by You is not paid within its Grace Period, this Policy will terminate on the day after the end of the Grace Period;
- 4. If You fail to comply with any terms of this Policy or the Application, or otherwise fail to fulfill any obligations or duties under or pertaining to this insurance, or fail 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 You written notice of Our intent to terminate; or
- 5. If the number of Insureds during any 12-month period does not meet the Minimum Participation Requirement shown in Your Application, this Policy may terminate at Our discretion on the 32<sup>nd</sup> day after We have given You written notice of Our intent to terminate.

Termination of an Insured's coverage that was effective prior to the date Your coverage terminated will be governed by the Termination of Insurance provision of the Certificate. You are required to notify Us of any such termination.

**Duties** - Your duties will include, but are not limited to, the following:

- 1. As required, give Us any and all information We determine to be necessary for the enrollment of Your employees or members (and their Spouses and/or Dependent Children, if such coverage is available and has been elected and approved by Us), and for the determination of their eligibility.
- 2. Receive and forward to Us, the Applications of Your employees or members.
- 3. Maintain records pertaining to the insurance of Your 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:
  - a. You are required to notify the insured employees or members by either giving them a written notice or mailing a notice to their last known address as shown in Your records; and
  - b. You are required to provide the insured employees or members with a notice of their right to opt for the Portability Option, as described in the Certificate.

**Minimum Participation Requirement** – You 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.

#### **GENERAL PROVISIONS**

**Certificates** - A Certificate will be issued for delivery to each Insured. The Certificate will describe:

- 1. The benefits under this Policy:
- 2. To whom benefits will be paid;
- 3. The limitations and terms of this Policy; and
- 4. All 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.

**Conformity With State Laws -** A provision of the Policy and any 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 Certificates; any attached Amendments, Endorsements, Riders; and Insureds' Applications.

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

- 1. Within 60 days after written Proof of Loss has been furnished as required; or
- More than three 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 the Policy.

**Time Limit On Certain Defenses** - Misstatements in the Application - We will not use any statement to void or reduce benefits after this Policy has been in force for two years from the Effective Date of coverage. Any such statement would have to be in a signed form. This also applies to all Riders. Any increase in benefit amounts would be 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.

The validity of this Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums.

#### 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 (and their Spouses and/or Dependent Children, if applicable) under this Policy.

#### TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, IA 52499 A Stock Company

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If You are eligible for Medicare, review the <u>Guide to Health Insurance for People with Medicare</u> that is available from Us.

This Certificate explains the Group Master Policy for Cancer Only Insurance ("Policy") that is underwritten by Transamerica Life Insurance Company. 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 in this Certificate.

**Important Notice** – Benefits are payable for loss due to Cancer while the Covered Person is insured under the Policy, subject to the provisions of this coverage. It does not provide benefits for any other sickness or condition.

The Policy under which this Certificate is issued 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 periodic changes.

IMPORTANT CANCELLATION INFORMATION - PLEASE REFER TO THE "TERMINATION OF INSURANCE" SECTION OF THIS CERTIFICATE.

The benefits for Dependents described in this Certificate will be applicable to each of Your Dependents only if You are insured and You have applied for Dependent coverage. Such Application must be approved by Us, and the required premium paid for each Dependent.

THIS CERTIFICATE CONTAINS A PRE-EXISTING CONDITION LIMITATION. No benefits will be provided during the first 12 months of the Certificate for Cancer Positively Diagnosed before the Effective Date shown in the Schedule of Benefits.

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

General Counsel and Secretary

President

### **Certificate for Group Cancer Only Insurance**

BENEFITS LIMITED TO LOSS DUE TO CANCER ONLY
NO BENEFITS PROVIDED FOR ANY OTHER SICKNESS OR CONDITION
READ YOUR CERTIFICATE CAREFULLY NONPARTICIPATING - NO
ANNUAL DIVIDENDS

Administrative Office: 2700 W Plano Pkwy, PO Box 869094 Plano, Texas 75086-9817 Customer Service: 1-888-763-7474

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#### **SCHEDULE OF BENEFITS**

INSURED: XXXXXXXXXX AGE AT ISSUE: XX

CERTIFICATE NUMBER: XXXXXXXXX EFFECTIVE DATE: XX/XX/XXXX

COVERAGE TYPE: [INDIVIDUAL, INSURED and DEPENDENT CHILDREN, or FAMILY]

TOTAL PREMIUM: \$XX.XX PREMIUM MODE: [MONTHLY]

TYPE OF COVERAGE	NUMBER OF UNITS	į
MODULE 1 - HOSPITAL BENEFITS	1 UNITS	1 UNITS
MODULE 2 - SURGERY BENEFITS	1 UNITS	2 UNITS
MODULE 3 - RADIATION AND CHEMOTHERAPY BENEFITS	1 UNITS	3 UNITS
MODULE 4 - WELLNESS AND MISCELLANEOUS BENEFITS	2 UNITS	2 UNITS
MODULE 5 - CANCER MAINTENANCE THERAPY BENEFITS	1 UNITS	5 UNITS
Specified Illness and Disease Rider Rider Effective Date: MM/DD/YYYY	1 UNITS	1 UNITS
First Occurrence Rider Rider Effective Date: MM/DD/YYYY	1 UNITS	5 UNITS

#### **DEFINITIONS**

The defined terms below are subject to the provisions of the Policy and this Certificate:

#### Active Service - You are:

- 1. Performing in the usual manner all of the regular duties of Your occupation on a scheduled work day; and
- 2. These duties are performed at one of the places of business where You normally do such duties or at some location to which Your employer sends You.

You are said to be in Active Service on a day which is not a scheduled work day only if You would be able to perform in the usual manner all of the regular duties of Your occupation if it were a scheduled work day, and You were in Active Service on the last preceding regular work day.

**Activities of Daily Living ("ADL")** - Activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without Direct Personal Assistance, allowing personal independence in everyday living.

#### The ADLs are:

- 1. Continence: Maintaining control of urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters;
- 2. Transferring: Moving between the bed and the chair, or the bed and a wheelchair;
- 3. Dressing: Putting on and taking off all necessary items of clothing and/or medically necessary braces and artificial limbs usually worn;
- 4. Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- 5. Eating: Performing all major tasks of getting food into the body; and
- 6. Bathing: Ability to bathe by a sponge bath or in a tub or shower, including the task of getting into and out of the tub or shower.

**Actual Charge(s)** – The amount actually paid by or on behalf of the Covered Person and accepted by the provider as payment for the particular goods or services provided.

**Ambulatory Surgical Center -** A licensed free-standing surgical facility consisting of an operating room, facilities for the administration of general anesthesia, and a post-surgery recovery room. It must also require that the patient be admitted, treated, and released during a 24-hour period.

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

**Anesthesiologist or Anesthetist** - A licensed practitioner, other than a member of Your Immediate Family, who specializes in anesthesiology.

**Application** – The form completed and signed to apply or enroll for this insurance coverage.

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

**Cancer** - A disease evidenced by the presence of a malignancy characterized by the uncontrolled and abnormal growth and spread of malignant cells in any part of the body. This includes carcinoma, sarcoma, malignant melanoma, lymphoma, leukemia, Hodgkin's Disease or any malignant tumor. Cancer does not include other conditions which may be considered precancerous including, but not limited to, leukoplakia, hyperplasia, polycythemia vera, moles, lesions, or similar diseases.

**Certificate** – This document that describes Your Cancer Only insurance coverage.

Chemotherapist - A licensed healthcare practitioner that authorizes or administers chemotherapy treatment.

**Chemotherapy** - Drugs and cytotoxic chemical substances which are used as curative or therapeutic treatment to destroy, reduce, or control malignant cancer cells. The United States Food and Drug Administration must approve such drugs or therapies specifically for use as anti-cancer treatment or therapy.

**Child** - A Child of Yours who is unmarried; under the age of 25; dependent upon You for more than 50% of his or her support and maintenance: who lives with You; and is:

- 1. A natural Child; or
- 2. A legally adopted Child or a Child who has been placed for adoption with You; or
- 3. A stepchild, grandchild, or foster Child from the moment of placement; or
- 4. A Child for whom You have been appointed legal guardian; or
- 5. A Child not living with You, but for whom You are legally required to provide support.

If a Covered Dependent Child has reached age 25, but is incapable of self-support because of mental retardation 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 25; and
- 4. Your coverage must remain in force.

Common Carrier - Commercial airline, inter-city bus line, or passenger train.

**Continuous Loss** - Those losses which result from the same or related causes for which benefits are payable under the Policy.

**Covered Person** - Any or all of the following: You, Your Spouse or Your Child(ren), who have been accepted by Us for coverage.

#### Date of Positive Diagnosis - It is the day on which:

- 1. Tissue specimen is taken, or the definitive diagnostic test is performed which confirms Positive Diagnosis when performed by a Pathologist; or
- 2. Positive Diagnosis is pronounced when a clinical diagnosis is made.

**Dependent** – Your Child or Spouse as defined in this Certificate. "Family" includes coverage for Child and Spouse.

**Direct Personal Assistance** - The Covered Person needs physical assistance from another party each and every time they need to perform ADLs. The Covered Person is not able to perform the entire ADL alone even with supports and/or mechanical aids that are normally available.

**Effective Date or Certificate Effective Date** - The date coverage is in effect is shown on the Schedule of Benefits. The Effective Date will start at 12:01 AM at the main place of business of the Policyholder.

**Evidence of Insurability** – The correct and complete answers to the questions in Our Application and medical history, if necessary, which may be used by Us to base Our acceptance of any proposed Covered Person.

**Extended Care Facility -** An institution or that part of an institution licensed or accredited to provide nursing or rehabilitative care under the supervision of a Physician or a Registered Nurse which provides 24-hour skilled nursing service and maintains daily medical records on each patient. It does not include institutions or parts of institutions which are primarily for the care and treatment of the aged, drug addicts, or alcoholics.

Grace Period – The period of 31 days allowed for each premium payment after the first premium.

**Group Master Policy or Policy** – The complete contract of insurance, which includes the Policy as issued to the Policyholder, as well as any Certificates issued to Insureds, including any Amendments, Endorsements, Riders, and Applications.

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

**Hospice Team** - A team of licensed professionals including a Physician and a Nurse. It may also include a social worker, clergyman, clinical psychologist, physical therapist, or counselor. It must exist primarily to administer a hospice care program meeting the standards of the National Hospice Organization in the patient's home with hospice care available 24 hours a day, 7 days a week.

**Hospital** - A licensed institution that has on its premises or in facilities available to the Hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed Physicians:

- 1. Laboratory, X-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians;
- 2. Permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician;
- 3. 24-hour-a-day nursing service by graduate registered nurses; and
- 4. A patient's written history and medical records.

The term "Hospital" does not include an institution or that part of an institution operated as:

- 1. A place for rehabilitation;
- 2. A place for rest, or for the aged;
- 3. A nursing or convalescent home;
- 4. A long term nursing unit or geriatrics ward; or
- 5. An extended care facility for the care of convalescent, rehabilitative or ambulatory patients.

The term "Hospital" does include duly licensed State tax-supported institutions, including community health centers and other health clinics that are certified as Medicaid providers, regardless of whether such institution has an operating room and related equipment for the performance of surgery.

**Hospital Confinement, Confinement, or Confined** - That period of time the Covered Person is admitted into a medical facility on an inpatient basis in excess of 23 hours. Confinement does not include that period of time during which a Covered Person is in a Hospital emergency room, an observation room, or a freestanding surgical facility or outpatient facility. Successive Confinements separated by 30 days or less will be considered as one Confinement.

**Immediate Family Member** – You, Your Spouse, Child, mother, father, brother, sister, or other close family member of the Covered Person.

Insured – The employee or member covered for this insurance and named in the Schedule of Benefits.

Oncologist - A licensed Physician (MD) with a specialty in the treatment of Cancer.

**Outpatient -** A Covered Person who receives medical tests, treatment, or services from a Hospital, Ambulatory Surgical Center, or a medical clinic and is not charged for room and board.

**Pathologist** - A licensed Physician who has been certified by the American Board of Pathology or the Osteopathic Board of Pathology to practice pathological anatomy.

**Physical Therapist** - Anyone, other than You or Your Immediate Family Member, who is licensed and certified as a Physical Therapist to treat physically disabled or handicapped persons with physical agents and methods such as massage, manipulation, therapeutic exercises, cold, heat, hydrotherapy, electrical stimulation and light to assist in rehabilitation.

**Physician** - A licensed practitioner of the healing arts who:

- 1. Performs only those services permitted by his or her license; and
- 2. Is not an Immediate Family Member.

**Policyholder** – The entity named on the cover page of the Policy.

**Positive Diagnosis/Positively Diagnosed** - A diagnosis made by a Pathologist based on a microscopic examination of fixed tissue or preparations from the hemic system either during life or post mortem (i.e., a pathological diagnosis). The Pathologist's judgment for establishing the diagnosis will be based solely on the criteria of malignancy as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor or tissue specimen. We will accept a clinical diagnosis in lieu of a pathological diagnosis only when:

- 1. The pathological diagnosis cannot be made;
- 2. Medical evidence substantially documents the diagnosis; and
- 3. Definitive treatment is received for the Cancer; or
- 4. We pay benefits under Skin Cancer.

**Pre-Existing Condition** – A sickness or physical condition for which the Covered Person:

- 1. Had treatment; or
- 2. Incurred expense; or
- 3. Took medication; or
- 4. Received a diagnosis or advice from a Physician.

during the 12-month period immediately before the Effective Date of the Covered Person's coverage.

The term "Pre-Existing Condition" will not include a sickness or physical condition of any adopted Child or Child placed with a Covered Person for adoption or foster care if this Child becomes eligible for coverage under the Contract, and if the adoption or placement for adoption or foster care occurs while the Covered Person is eligible for coverage under the Contract.

**Private Duty Nurse** - Anyone, other than You or Your Immediate Family Member, who is a Licensed Practical Nurse (L.P.N.), a Licensed Vocational Nurse (L.V.N.), or a graduate Registered Nurse (R. N.)

**Radiation Therapy** - The use of ionizing radiation as curative or therapeutic treatment to destroy, reduce or control malignant cancer cells. The United States Food and Drug Administration must approve such drugs or therapies specifically for use as anti-cancer treatment or therapy.

Radiologist or Radiation Therapist - A Physician certified by the American Board of Radiology to administer therapeutic radiation.

Schedule of Benefits or Schedule - The benefit schedule set forth in this Certificate.

**Skin Cancer** - Basal cell epithelioma or squamous cell carcinoma. It does not include malignant melanoma or mycosis fungoides. These are not considered Skin Cancers under this Certificate for the purpose of paying benefits under the Skin Cancer provision.

**Speech Pathologist/Therapist** - Anyone, other than You or Your Immediate Family Member, who is licensed to practice speech pathology.

**Spouse** - Your legally married Spouse named in the Application. If You are not legally married, "Spouse" may include Your common law spouse if named in the Application and if legally recognized in the state in which You reside.

**Total Disability or Totally Disabled -** Through age 64, Total Disability will mean the inability to perform all of the material and substantial duties of Your regular occupation. Total Disability will be considered to exist when You are under the regular care and attendance of a Physician for the necessary treatment of Cancer but only until You have reached Your maximum point of recovery and are still Totally Disabled under this Contract. After the first two years of Total Disability, You will continue to be considered Totally Disabled if You are unable to engage in any employment or occupation for which You are or You become qualified by reason of education, training, or experience.

On Your 65th birthday and thereafter, Total Disability will mean that Your Physician has certified that You are unable to perform two or more Activities of Daily Living without Direct Personal Assistance as a result of Your Cancer.

**Twelve-Month (12-Month) Benefit Period** - The initial 12-Month Benefit Period is the 12-month period beginning on the Date of Positive Diagnosis. Subsequent 12-Month Benefit Periods begin on the same month and day as the immediately preceding 12-Month Benefit Period; however, if the Covered Person incurs no covered loss during the 3 months after the end of any 12-Month Benefit Period, the next 12-Month Benefit Period will begin on the next date a covered loss is incurred. Twelve-Month Benefit Periods are determined separately for each Covered Person.

We, Us, or Our – The Insurer that underwrites this coverage: Transamerica Life Insurance Company.

You, Your, or Yours - The Insured.

#### **ELIGIBILITY AND EFFECTIVE DATE**

Effective Dates are shown on the Schedule of Benefits. Coverage will start on such date at 12:01 AM at the main place of business of the Policyholder. Effective Dates for all persons added to coverage after this Certificate is issued will be reflected by an endorsement to the Certificate.

Employee or Member Eligibility - To be eligible for insurance You must:

- 1. Meet eligibility requirements as selected on the Policyholder's Application;
- 2. Satisfactorily answer all eligibility and other questions on the Application and must provide Evidence of Insurability satisfactory to Us, if We ask for it; and
- Be in Active Service.

Employee or Member Effective Date - Your insurance will take effect on the Effective Date of the Policy if:

- 1. You completed an Application on or before said Effective Date; and
- 2. You are in Active Service; and
- 3. Your first premium is paid and received by Us.

If You are not eligible for this coverage on the Policy Effective Date, Your coverage will take effect on the first day of the month which coincides with or next follows the date You first become eligible and are approved for coverage. Additionally, Your first premium must have been received by Us, and all provisions listed in the Employee or Member Eligibility provision above, must be met.

If You are not in Active Service on what otherwise would be the Effective Date, Your coverage will be deferred until the first of the month following the date You are in Active Service.

**Dependent Eligibility** - If Dependent coverage is available, a Dependent will be eligible for such coverage on the later of the following dates:

- 1. The day You become eligible for coverage; or
- 2. The day he or she first meets the definition of Dependent.

You may elect Dependent coverage by:

- 1. Applying for Dependent coverage within 31 days of the date the Dependent becomes eligible; and
- 2. Completing any required form for payroll deduction.

You must complete an Application for enrollment of a Spouse or Child, and pay any required premium within 31 days of the date Your Spouse or Child meets these eligibility criteria. If such Application is not made within that 31-day period, Your Spouse or Child will be considered a late enrollee and may be required to submit satisfactory Evidence of Insurability in order for coverage to become effective.

Any eligible Dependent who does not become a Covered Person on Your Effective Date may be added to this Certificate subject to:

- 1. The completion of an Application;
- 2. Satisfaction of any Evidence of Insurability requirements; and
- 3. Payment of any additional premium, if required.

If You and Your Spouse are both eligible as an employee or member, the Children may be insured as Dependents of either You or Your Spouse, but not both.

**Dependent Effective Date** - The Effective Date of coverage for each eligible Dependent will be on the first day of the month that coincides with or next follows:

- 1. Our acceptance of the Application; and
- 2. Our receipt of the first premium.

However, if on such date Your coverage has not yet taken effect, the Effective Date for Dependent coverage will be the same as Your Effective Date.

**Newborn and Foster Child Effective Date -** A newborn or foster Dependent Child will become insured for coverage automatically on the day he or she is born or from the moment of placement in the foster home, as long as You have Family type coverage in force on that date.

If You do not have Family type coverage in force, the newborn or foster Child's coverage will not continue past the 31-day period following birth or placement, unless:

- 1. You have notified Us by the end of the 31-day period of the addition of such newborn or foster Child; and
- 2. You have paid any applicable additional premium.

**Adopted Child Effective Date** – An adopted Dependent Child is automatically covered from the earliest of the following dates as long as You have Family type coverage in force on that date:

- 1. The date of placement for the purpose of adoption; or
- 2. The date of entry of an order granting the Covered Person custody of the Child for purposes of adoption; or
- 3. The effective date of the final decree of adoption.

If You do not have Family type coverage in force, the adopted Child's coverage will not continue past the 31-day period following the date of placement for adoption or the date of the final decree of adoption, unless:

- 3. You have notified Us by the end of the 31-day period of the placement of adoption or final decree of adoption of such Child; and
- 4. You have paid any applicable additional premium.

#### **BENEFIT PROVISIONS**

If a Covered Person has been Positively Diagnosed with Cancer, We will pay benefits according to the Benefit Provisions section of this Certificate, provided that the loss is incurred (e.g. treatment is received or the service is performed) while this Certificate is in force.

Benefits will begin on the Date of Positive Diagnosis, or as follows:

- 1. On the date the Covered Person is admitted to the Hospital, if Positive Diagnosis is made during the same Period of Hospital Confinement; but not more than 15 days prior to the Date of Positive Diagnosis; or
- 2. Not more than 30 days before the Date of Positive Diagnosis for benefits payable under Outpatient Surgery; or
- 3. If the Positive Diagnosis of Cancer can be confirmed only post-mortem, then We will pay benefits beginning on the first day of Confinement for the terminal admission for up to 45 days.

Benefit payments will be made directly to You, unless You assign benefits. Proof of Loss must be submitted to Us for each incurred expense.

Under no conditions will We pay any benefits for losses or medical expenses incurred prior to the Effective Date.

The following benefits are payable per Covered Person, and per unit, as shown below. The number of units selected by the Policyholder for each benefit is shown on the Schedule of Benefits.

#### Module 1 - Hospital Benefits

The following benefits are payable per Covered Person, per unit, per day, as described below.

#### **Hospital Confinement**

We will pay \$100 per unit, per day, for Hospital Confinement for the treatment of Cancer. The maximum number of days We will pay this benefit during a continuous Confinement will not exceed 90 days. Beginning on the 91st day, Our payments for Hospital Confinement will be made under "Extended Benefits."

#### **Extended Benefits**

We will pay \$200, per unit, per day, for Hospital Confinement beyond 90 continuous days. This benefit will be paid in lieu of all other benefits under this Certificate, including any attached riders, except for Surgery and Anesthesia which will continue to be payable under their applicable benefit provisions.

#### **Inpatient Drugs and Medicine**

We will pay \$15, per unit, per day, per Confinement, for drugs and medicines given to the Covered Person while Hospital Confined.

#### **Attending Physician Benefit**

We will pay \$20, per unit, per day, when the attending Physician, other than a surgeon who performed surgery, visits the Covered Person while Hospital Confined.

A "visit" will mean a personal visit by the attending Physician. We will only pay for one visit in any one 24-hour period.

#### **Private Duty Nursing**

We will pay \$100, per unit, per day, while Hospital Confined for services by a Private Duty Nurse. Services by a Private Duty Nurse must be:

- 1. Authorized by the attending Physician; and
- 2. Provided by a Private Duty Nurse who is not acting as a regular staff member of the Hospital in which the Covered Person is Confined.

#### **Ambulance**

We will pay \$100, per unit, per continuous Confinement by a licensed professional ambulance service for:

- 1. Transportation to a Hospital to which the Covered Person is admitted; and
- 2. Transportation from a Hospital from which the Covered Person has been released to a different Hospital to which the Covered Person is admitted.

#### **Extended Care Facility**

We will pay \$100, per unit, per day, for each day a Covered Person is Confined in an Extended Care Facility. This benefit is limited to the number of days of the prior continuous Hospital Confinement. Confinement in an Extended Care Facility must be at the direction of the attending Physician and must begin within 14 days of the Hospital Confinement.

#### **Government or Charity Hospital**

We will pay \$100, per unit, per day, in lieu of all other benefits in this Certificate when the Covered Person is Hospital Confined in a government or charity Hospital.

Confinement must be in a Hospital owned or operated by the United States Government or a Hospital that does not charge the Covered Person for its services. Confinement must be primarily for the treatment of Cancer.

#### **Hospice Care**

We will pay \$100, per unit, per day, for a Confinement in a Hospice Center or for Hospice Care at home by a Hospice Team. This benefit is limited to a lifetime maximum of 100 days per Covered Person. Our payments will be based on the following conditions being met:

- 1. The Covered Person has been given a prognosis as being terminally ill with an estimated life expectancy of 6 months or less; and
- 2. We have received a written summary of such prognosis by the attending Physician.

We will not pay this benefit while the Covered Person is Hospital Confined.

#### Module 2 - Surgery Benefits

The following benefits are payable per Covered Person as described below.

#### Surgery

With the exception of Skin Cancer, We will pay the amount shown on the Surgical Schedule, not to exceed \$1,000 per unit while Hospital Confined. If two or more surgical procedures are performed through the same incision, We will only pay for the procedure having the highest benefit as determined by this provision. If two or more procedures are made in separate incisions, We will pay the highest benefit as the primary procedure and 50% for each of the lesser benefits.

For surgery performed for the treatment of Cancer that does not appear in the Surgical Schedule, We will pay the lesser of:

- 1. An amount, per unit, determined by multiplying the Work Relative Value Unit obtained from the Medicare Physician Fee Schedule in effect on the date of service by \$25; or
- 2. \$1,000 per unit.

#### **Anesthesia**

We will pay 25% of the surgery benefit for Anesthesia. It must be given by or under the direction of an Anesthesiologist or by an Anesthetist under the direction of a Physician.

#### **Prosthesis**

We will pay the Actual Charges, not to exceed \$500, per unit, for a prosthetic device and its implantation. The prosthesis must be authorized by the attending Physician and must require surgical implantation.

#### Hair Prosthesis

We will pay a one time benefit per Covered Person for the Actual Charges, not to exceed \$50, per unit, for a wig or hairpiece if the Covered Person experiences hair loss as a result of Cancer treatment.

#### **Reconstructive Surgery**

We will pay the amount shown, below, for reconstructive surgery, anesthesia, post-operative care, and any other related charges for the general forms of Cancer listed below.

Gei	neral Form of Cancer	Per Unit
1.	Breast Cancer-after simple or total mastectomy-each breast	\$120
2.	Breast Cancer-after radical mastectomy each breast	\$170
3.	Cancers of the male or female genitalia	\$170
4.	Cancers of the head or neck, including oral cancers, but	
	excluding Skin Cancer and malignant melanoma	\$250

Reconstructive surgery must be performed by a licensed plastic surgeon not more than two years following the initial surgery to remove the Cancer. If reconstructive surgery is performed on the same day as the implantation of a prosthetic device, We will pay only for the procedure having the higher benefit value. We will not pay benefits under this provision when they are paid under any other benefit.

#### **Second Surgical Opinion**

We will pay \$100, per unit, for the opinion of a second surgeon payable when the prescribed treatment is surgery as determined by the first surgeon. The Covered Person may use this benefit at his or her discretion. None of the other benefits in this Certificate will be affected by this decision. This benefit is payable only after Positive Diagnosis has been made.

A second surgical opinion must be received before surgery is performed. This benefit is not payable for Skin Cancer. We will require a written copy of the initial surgical opinion in addition to the second surgical opinion.

#### **Ambulatory Surgical Center**

We will pay the surgical center charges, not to exceed \$150, per unit, per day, for surgery performed at an Ambulatory Surgical Center or at a Hospital when the Covered Person is an Outpatient.

#### **Outpatient Surgery**

With the exception of Skin Cancer, surgeries performed on an Outpatient basis are paid at 150% of the scheduled benefit. For Outpatient Surgery performed for the treatment of Cancer that does not appear in the Surgical Schedule, We will pay the lesser of:

- 1. An amount, per unit, determined by multiplying the Work Relative Value Unit obtained from the Medicare Fee Schedule in effect on the date of service by \$37.50; or
- 2. \$1,500 per unit.

#### Skin Cancer (see Surgical Schedule for Melanoma Only)

If Positively Diagnosed with Skin Cancer, We will pay \$75, per unit, per diagnosis for the initial removal of Skin Cancer by a Physician; and \$35, per unit, for each additional removal.

## **Surgical Schedule**

Procedure and Benefit Amount Per Unit	Procedure and Benefit Amount Per Unit
EYE AND EAR	THORAX (con't)
Biopsy of external ear\$20	Thoracoscopy with biopsy\$150
Biopsy of cornea\$40	Bronchoscopy with biopsy\$80
Iridectomy\$250	Lumpectomy, unilateral\$150
Mastoidectomy:	Mastectomy, simple:
1. Complete\$310	1. Unilateral\$390
2. Radical\$340	2. Bilateral\$590
Iridectomy with cyclectomy\$350	Mastectomy, radical including
	axillary lymph nodes, unilateral\$430
HEAD, NECK & SPINE	Mastectomy, modified radical
Oropharynx biopsy, excisional\$40	with axillary lymph nodes\$450
Thyroid biopsy, needle\$40	Partialmastectomy\$150
Laryngoscopy with biopsy\$80	Partial mastectomy with axillary
Pharyngectomylimited\$470	Lymphadectomy\$350
Laryngectomy:	Lobectomy of Lung, total
Subtotal, with bilateral node	or segmented \$640
dissection\$760	Pneumonectomy\$680
2. Total, with radical neck	
dissection\$960	ABDOMEN AND PELVIS
Adrenalectomy, partial or complete	Liver biopsy\$50
thyroidectomy:\$450	Colonoscopy with biopsy \$110
Subtotal, with limited neck	Upper GI Endoscopy with biopsy \$70
dissection\$550	Enterectomy: resection of small
2. Total, with radical neck	intestine with anastomosis\$520
dissection\$710	Gastrectomy:
Laminectomy for Intraspinal	1. Partial\$610
malignancy\$560	2. Total, with intestinal
Excision of Malignant Brain Tumor:	anastomosis\$850
1. All tumors except meningioma \$920	Hepatectomy, partial lobectomy \$970
2. Meningioma \$1000	Colectomy, partial with colostomy \$560
Hemispherectomy:	Colectomy, total, abdominal,
1. Partial\$780	with ileostomy or ileoproctostomy \$750
2. Total\$830	
	ABDOMEN AND PELVIS (Cont'd)
SKIN (MELANOMA ONLY) AND ORAL	Esophagectomy\$1000
Biopsy:	Pancreatectomy, Whipple Type\$1000
1. Skin surface\$20	Esophagomyotomy:
2. Mouth or tongue\$40	1. Abdominal approach:\$550
Excision of malignant lesion:	2. Thoracic approach:\$570
1. Skin surface\$70	
2. Lip or mouth with resection\$80	URINARY TRACT
Glossectomy:	Cystoscopy with biopsy \$70
1. Less than one-half of tongue \$270	Ureteral endoscopy with biopsy \$170
2. Complete or total \$720	Renal biopsy, needle \$70
3. With radical neck dissection \$940	Cystectomy:
	1. Partial, simple\$430
THORAX	2. Complete\$680
Breast biopsy:	<ol><li>Complete, with uretero-</li></ol>
1. Needle\$30	cutaneous transplant\$880
2. Incisional, unilateral\$80	Urethrectomy, total, with
Lung biopsy, needle\$50	cystostomy\$340

#### **Procedure and Benefit Amount Per Unit**

#### **URINARY TRACT (con't)** Nephrectomy, radical with excision of regional lymph nodes......\$590 Cystotomy with resection of bladder tumor.....\$340 TURB ...... \$240 RECTUM Proctosigmoidoscopy with biopsy...... \$30 Rectal biopsy, incisional..... \$100 Proctectomy, complete ...... \$760 MALE GENITALIA Biopsy of Penis, cutaneous......\$50 Prostate biopsy: 1. Non-incisional ...... \$70 2. Incisional ......\$120 Biopsy of Testis, incisional: 1. Unilateral..... \$90 2. Bilateral ......\$130 Orchiectomy, simple: 1. Unilateral.....\$130 2. Bilateral .....\$200 Amputation of Penis: 1. Partial.....\$270 2. Complete.....\$360 Prostatectomy, radical ......\$760 TURP......\$140 **FEMALE GENITALIA** Biopsy of Vulva .....\$30 Biopsy of Vaginal Mucosa.....\$30 Cervical biopsy......\$60 Trachelectomy, partial, with dilation and curettage.....\$130 Vaginectomy.....\$390

## Procedure and Benefit Amount Per Unit FEMALE GENITALIA (con't)

Vulvectomy:  1. Partial	\$490 \$200 \$390 ional \$430 \$770
Dilation and Curettage	.\$90
GENERAL AMPUTATIONS	
Finger, each	\$15O
Toe, each	
Foot, each	
Arm, each	
Lower leg, each:	
Thigh	
Interpelviabdominal	\$610
·	
MISCELLANEOUS	
Muscle biopsy, excisional:	
1. Superficial	
2. Deep	\$60
Bone marrow aspiration	000
with biopsy	
Superficial lymph node biopsy needle.	\$30
Sequestrectomy for osteomyelitis:	
1. Scapula or clavicle, with suction	100
or irrigation\$ 2. Humeral head to surgical neck,	180
with suction irrigation	¢250
Laparotomy (exploratory procedure)	
Splenectomy:	ΨΟΙΟ
1. Laparoscopic	\$420
2. Partial or total	

#### Module 3 - Radiation and Chemotherapy Benefits

The following benefits are payable per Covered Person as described below.

#### **Radiation and Chemotherapy**

Treatments - We will pay the Actual Charges, per 12-Month Benefit Period, for radiation or chemotherapy treatments authorized by a Radiologist, Chemotherapist, or Oncologist. The maximum benefit under this provision per Covered Person for any 12-Month Benefit Period will not exceed a total of \$5,000, per unit, regardless of the treatment or combination of treatments received in that period.

Under this provision, We will not pay related expenses for: prescribed medications for side effects, physical exams, checkups, laboratory or diagnostic tests, treatment consultations and planning, or any similar such expenses. Radiation or chemotherapy does not include laser or stereotactic surgery.

Associated Expenses - We will pay \$250, per unit, per 12-Month Benefit Period for the following radiation or chemotherapy-related expenses: treatment consultations and planning, adjunctive therapy, radiation management, chemotherapy administration, physical exams, checkups, and laboratory or diagnostic tests. We will only pay for this benefit when such charges have been submitted to Us and authorized by a Radiologist, Chemotherapist, or Oncologist. Transportation expenses are not included as associated expenses.

#### Blood, Plasma, Platelets, Bone Marrow Transplant, and Stem Cell Transplant

We will pay the Actual Charges, not to exceed a total of \$5,000, per unit, per 12-Month Benefit Period, for:

- 1. Blood, plasma, and blood components;
- 2. Bone Marrow Transplant; or
- 3. Stem Cell Transplant.

We will not pay for the cost of donated blood if the Covered Person does not incur a charge for that blood. The maximum benefit under this provision for any 12-Month Benefit Period will not exceed a total of \$5,000, per unit, regardless of the treatment or combination of treatments received in that period.

Associated Expenses - We will pay \$250, per unit, per 12-Month Benefit Period, for Blood, Plasma, Platelets-related expenses, administration of blood, plasma and blood components, transfusions, processing and procurement, or crossmatching, treatment consultations and planning, physical exams, checkups, and laboratory or diagnostic tests. We will only pay for expenses incurred for the items listed when such expenses have been submitted to Us and authorized by the Covered Person's Physician. Transportation and Lodging expenses are not included as associated expenses.

#### **New or Experimental Treatment**

We will pay the Actual Charges, not to exceed \$5,000, per unit, per 12-Month Benefit Period, beginning with the first day of benefit under this provision for experimental or investigational treatments of Cancer.

This Certificate defines experimental or investigational treatment to be:

- 1. Drugs or chemical substances approved by the United States Food and Drug Administration for the experimental use on humans; and
- 2. Surgery or therapy endorsed by either the National Cancer Institute or the American Cancer Society for experimental studies.

The following restrictions and limitations will apply to this benefit:

- 1. Experimental treatment must be received in a Hospital in the United States or in one of its territories; and
- 2. The attending Physician has authorized the treatment.

#### Module 4 - Wellness and Miscellaneous Benefits

The following benefits are payable per Covered Person:

#### **Wellness Benefit**

We will pay \$50 per unit, per Calendar Year, for the following Cancer screening tests: mammograms, Pap smear (microscopic examination of a sample of cells scraped from the cervix), flexible sigmoidoscopy, prostate-specific antigen test also known as a PSA test (blood test for prostate Cancer), chest x-rays, hemocult stool specimen, ultra sounds, CEA test (blood test for colon Cancer), CA125 test (blood test for ovarian Cancer), biopsy, thermography, colonoscopy, serum protein electrophoresis, bone marrow testing, and blood screenings.

Services must be under the supervision of or recommended by a Physician, and a charge must be incurred.

#### Magnetic Resonance Imaging (MRI) Scans

In addition to the Wellness Benefit, We will pay \$50, per unit, per Calendar Year, for an MRI Scan for a Covered Person who is deemed by a Physician to be at a higher than normal risk of developing breast cancer. Services must be under the supervision and recommended by a Physician, and a charge must be incurred.

#### **Non-Local Transportation**

If the prescribed treatment for the Covered Person is not available locally, within a 50 mile radius of the Covered Person's residence, and a non-local Hospital Confinement within the United States is authorized by the attending Physician, We will pay transportation expenses for the Covered Person and for one adult member of Your Immediate Family to be with the Covered Person during such Confinement. Our payments for such transportation expenses will be as follows:

- 1. The Actual Charge for one round trip by Common Carrier; or
- 2. Forty cents (\$.40) per mile for one round trip by private vehicle. Mileage is to be measured by the most direct route from the individual's residence to the non-local Hospital. We will accept his or her mileage figures if reasonable. We will not pay for mileage less than 100 miles round trip, nor in excess of 750 miles, round trip.

We will only pay this benefit once per period of Hospital Confinement in a non-local Hospital.

#### **Family Member Lodging**

We will pay \$50, per unit, per day, with a maximum of 50 days per 12-Month Benefit Period, for Lodging expenses for one adult member of Your Immediate Family to be with the Covered Person when Confined in a non-local Hospital in the United States. The Lodging benefit may be for a motel, hotel or other accommodations acceptable to Us and will be based on the same number of days the Covered Person is Hospital Confined.

#### **Outpatient Lodging**

We will pay \$50, per unit, per day, with a maximum of 50 days per 12-Month Benefit Period, for Lodging expenses for the Covered Person receiving radiation or chemotherapy on an Outpatient basis, provided treatment is authorized by the attending Physician and cannot be obtained locally.

#### **Physical or Speech Therapy**

We will pay \$25 per unit per day for therapy sessions, limited to one session per day, for:

- 1. Physical therapy treatments given by a licensed Physical Therapist at: An Institute of Physical Medicine and Rehabilitation, a Hospital, or Your home; or
- 2. Speech therapy given by a licensed Speech Pathologist/Therapist.

Physical therapy or speech therapy must be given on an Outpatient basis only; unless, the primary purpose of Your Hospital Confinement is for treatment of Cancer other than with physical therapy or speech therapy.

#### At Home Nursing

We will pay \$50 per unit per day, limited to the number of days of prior Hospital Confinement, for private nursing care and attendance by a nurse at home. At home nursing services must be required and authorized by the Attending Physician and must begin within 14 days after Confinement as an inpatient in a Hospital.

#### Waiver of Premium

If the Insured has been Positively Diagnosed with Cancer and is Totally Disabled for a period of 60 consecutive days beginning on the Date of Total Disability due to such Cancer, We will waive each premium that becomes due after such 60 day period as long as the Insured is Totally Disabled.

During any period for which We have waived a premium, this Certificate will be subject to all of its other applicable provisions. Our waiver of premiums will end on any date premium would ordinarily be due when the Insured is not Totally Disabled. Upon the end of Total Disability, the Insured must resume payment of premiums.

This provision does not apply to Total Disability which begins on or after the Insured's 70th birthday.

#### Module 5 - Cancer Maintenance Therapy Benefits

The following benefits are payable per Covered Person as described below.

We will pay Actual Charges, not to exceed a total of \$1,000, per unit, per 12-Month Benefit Period, for:

- 1. Cancer Suppressive Therapy drugs used to keep Cancer in check or after acute chemotherapy treatment.
- 2. Hematological Drugs drugs aimed to boost cell lines such as white blood cell counts, red blood cell counts, and platelets.
- 3. Anti-Nausea Drugs drugs used to reduce the symptoms brought about as a result of chemotherapy or radiation.
- 4. Motility Agents drugs used to improve motility or treat side effects caused by chemotherapy or radiation.

We will not pay benefits under this provision when they are paid under any other benefit.

The maximum benefit under this provision for any Twelve-Month Benefit Period will not exceed a total of \$1,000 per unit, regardless of the treatment or combination of treatments received in that period.

#### **EXCLUSIONS AND LIMITATIONS**

This Certificate provides benefits only for Cancer as defined herein, which is Positively Diagnosed while this Certificate is in force. It does not provide benefits for any other illness or disease.

- 1. We may reduce or deny a claim or void the Certificate for loss incurred by a Covered Person during the first 2 years from the Effective Date of such coverage for any misstatements in the Application which would have materially affected our acceptance of the risk.
- 2. We will only pay for loss as a direct result of Cancer. Proof of Positive Diagnosis must be submitted to Us for each new claim. We will not pay for any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Cancer.
- 3. If a covered Hospital Confinement is due to more than one covered disease or condition, benefits will be payable as though the Confinement or expense were due to one disease or condition. If a Hospita Confinement or expense is also due to a disease or condition that is not covered, benefits will be payable only for the part of the Hospital Confinement or expense due to the covered disease or condition.
- 4. Under no condition will We pay any benefits for losses or medical expenses incurred prior to the Effective Date.

**Pre-Existing Condition Limitation** - No benefits are provided during the first 12 months for any Cancer that has been diagnosed, treated, or for which the Covered Person has incurred expense or has taken medication within 12 months prior to the Effective Date of such person's coverage.

#### **PREMIUMS**

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

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 45-day advance written notice to the Policyholder, or to You if the Portability Option is in effect. If an increase takes place on 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.

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.

We will not change the premiums during the first 12 months following the Effective Date. Thereafter, We will not change the premiums more frequently than once in any 6-month period. All premium changes will be based upon at least 12 months of experience.

**Refund on Unearned Premium** - If this Contract is cancelled prior to the next premium due date, We will refund the unearned portion of such premiums paid for any period beyond the end of the month in which the cancellation occurred. Premium refunds due upon death of a Covered Person will be paid in the same manner as stated herein.

#### TERMINATION OF INSURANCE

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

- 1. The last day of the payroll deduction period during which You cease to be eligible for coverage;
- 2. The end of the last period for which premium payment has been made to Us;
- 3. The last day of the payroll deduction period during which You terminate employment;
- 4. The date the Policy terminates; 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 end of the last period for which premium payment has been made to Us;
- 3. The date the Dependent no longer meets the definition of Dependent;
- 4. The date the Policy is modified so as to exclude Dependent coverage; or
- 5. The date You send Us a written notice that You want to cancel Your Dependent's coverage.

We will have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.

**Extension of Benefits** - Whenever termination of coverage under this section occurs due to termination of Your employment or membership, such termination will be without prejudice to:

- 1. Any Hospital Confinement which began while coverage was in force; or
- 2. Any covered treatment or service for which benefits would be provided and which began while coverage was in force; provided, however, that the Covered Person is and continues to be Hospital Confined or receiving treatment.

Such Extension of Benefits will continue for up to the earlier of:

- 1. 30 days; or
- 2. The date on which the Covered Person is no longer hospitalized or receiving treatment.

#### 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. If You stop paying the premiums under this option, this coverage will continue, subject to the terms of the Grace Period.

#### **CLAIMS PROVISIONS**

**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.

**Claims Procedure -** Due Proof of Loss must be submitted to Us at Our Administrative Office. You or a personal representative may obtain a claim form by calling Our toll-free telephone number listed on the Cover Page.

**Notice of Claim -** Written notice of claim must be given to Us at Our Administrative Office, or to Our agent. Such notice should be made within 30 days after any loss covered by the Policy. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay.

**Payment of Claim Benefits** - Benefits may be assigned to the provider(s) of such benefits. Otherwise, all benefits payable under the Policy will be paid to You. Accrued benefits that are not paid at Your death will be paid to Your Spouse, or if there is no Spouse, in accordance with Your beneficiary designation. If no such beneficiary designation is then effective, such accrued benefits will be payable to Your estate. We may pay up to \$1,000.00 of such benefits to one of Your relatives at Our discretion. Such payment 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. We will pay for such examination. In case of death, We may request an autopsy where it is not forbidden by law.

**Proof of Loss** - Satisfactory 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 that it was furnished as soon as it was 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.

**Time of Payment of Claims** – Benefits for a covered loss will be paid within 30 days after We receive satisfactory written Proof of Loss.

#### **GENERAL PROVISIONS**

**Changes to this Certificate-** Only Our President, Vice President, Secretary, or an Assistant Secretary may make any changes to 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.

**Conformity with State Laws -** A provision of the Policy and/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 the Policy, this Certificate, any attached Amendments, Endorsements, or Riders, the Policyholder's Application, and Your Application.

**Grace Period** - A Grace Period of 31 days will be allowed for each premium payment after the first premium is paid. 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. You must still pay all unpaid premium. This includes the premium due for the Grace Period.

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 coverage is canceled 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 and/or Certificate:

- 1. Within 60 days after written Proof of Loss has been furnished as required; or
- 2. 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.

No Dividends Payable - This Certificate does not participate in the profits or surplus earnings of Our Company.

**Other Insurance With Us** - If You have more than one Cancer policy or certificate with Us, only the one chosen by You will remain in effect. We will refund all premiums paid for any other such coverage.

#### **Time Limit on Certain Defenses**

Misstatements in the Application - We will not use any statement to void or reduce benefits after this Certificate has been in force during Your lifetime for two years from the Effective Date of coverage. Any such statement would have to be in a signed form. This also applies to all Riders. Any increase in benefit amounts would be 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.

Pre-Existing Conditions - No claim for loss incurred or disability that starts after 12 months from the Effective Date will be reduced or denied because a physical condition, not excluded by name or specific description before the date of loss, had existed before the Effective Date of coverage.

When Notice is to be Given by Us - Any notice to You will be sent to Your last known address.



## Company which issued the Policy or Certificate (referred to as "Contract" herein) to which this form is attached:

Transamerica Life Insurance Company - Home Office: Cedar Rapids, Iowa

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

#### **ENDORSEMENT**

This Endorsement is made part of the Contract to which it is attached, and is subject to all its provisions which are not in conflict with the provisions of this Endorsement. The Effective Date of this endorsement is the same as the Effective Date of the Contract to which it is attached or January 1, 2011, whichever is later.

Beginning on January 1, 2011, the definition of Child is hereby amended as follows:

- The limiting age for a Child is now increased to cover Children through age 25.
- Any restriction that requires a Child be unmarried is now removed.
- Any restriction that requires a Child be a full-time student is now removed.
- Any restriction that requires a Child be living with you is now removed, with the exception of grandchildren (where available).
- Any restriction that requires a Child be financially dependent on you is now removed, with the exception of grandchildren (where available).

In all other respects the provisions and conditions of the Contract remain the same.

Signed for the Company at our Home Office on its Effective Date by:

General Counsel and Secretary

Ассер	ted by:
Title: _	
	(e.g. Insured, Owner, Guardian, or Officer Position if signing for a Group Policyholder)
Date:	

#### TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, IA 52499

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

(Hereinafter called "the Company," "We," "Us," or "Our")

#### SPECIFIED ILLNESS AND DISEASE RIDER

This Rider is attached to and made part of the Contract, as defined below, as of the Rider Effective Date. It is issued in consideration of any statements made in the Application and payment of any required initial premium. Except as shown in this Rider, the provisions of the Contract will prevail.

While this Rider is in force, We will pay benefits described in the "What We Will Pay" section of this Rider for Hospital and Surgical-related benefits for any Specified Illness or Disease listed in the Definitions Section of this Rider. Benefit payments are subject to all of its provisions, conditions, exceptions, and limitations for loss when the Covered Person is Initially Positively Diagnosed for a Specified Illness or Disease.

#### **DEFINITIONS**

In addition to the definitions contained in the Contract, the following definitions apply to this Rider.

Contract - The Policy for Group Cancer Only Insurance and any Certificate, if applicable, to which this Rider is attached.

Effective Date - The Effective Date of the Contract or the date shown for this Rider if added to the Contract at a later date.

**Initial Positive Diagnosis/Initially Positively Diagnosed** - The first time a Covered Person has received a pathological diagnosis based on the medical criteria as accepted by the American Board of Pathology or the Osteopathic Board of Pathology for the specified illness or disease being investigated. We will accept a clinical diagnosis in lieu of a pathological diagnosis only when:

- 1. The latter cannot be made; or
- 2. When the generally accepted diagnosis is based on clinical observations and the Covered Person receives definitive treatment for the Specified Illness or Disease.

**Specified Illness and/or Disease** - Any one of the following illnesses or diseases which is first Positively Diagnosed after this Rider is in force.

- 1. Adrenal Hypofunction (Addison's Disease)
- Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease)
- 3. Botulism
- 4. Brucellosis
- 5. Budd-Chiari Syndrome
- 6. Cerebral Palsy
- 7. Cholera
- 8. Cystic Fibrosis
- 9. Diphtheria
- 10. Encephalitis
- 11. Hansen's Disease
- 12. Hepatitis (Chronic B or Chronic C with liver failure or hepatoma)
- 13. Histoplasmosis
- 14. Huntington's Chorea
- 15. Legionnaires' Disease
- 16. Lupus
- 17. Lyme Disease
- 18. Mad Cow Disease
- 19. Malaria
- 20. Meningitis
- 21. Muscular Dystrophy
- 22. Myasthenia Gravis
- CRSPD2NC

- 23. Necrotizing Fascitis
- 24. Osteomyelitis
- 25. Poliomyelitis
- 26. Primary Biliary Cirrhosis
- 27. Primary Sclerosing Cholangitis (Walter Payton's Liver Disease)
- 28. Q Fever
- 29. Rabies
- 30. Reye's Syndrome
- 31. Rheumatic Fever
- 32. Rocky Mountain Spotted Fever
- 33. Scarlet Fever
- 34. Scleroderma
- 35. Sickle Cell Anemia
- 36. Tay-Sachs Disease
- 37. Tetanus
- 38. Thallasemia
- 39. Toxic Epidermal Necrolysis
- 40. Toxic Shock Syndrome
- 41. Trichinosis
- 42. Tuberculosis
- 43. Tularemia
- 44. Typhoid Fever
- 45. Whooping Cough (Pertussis)

#### WHAT WE WILL PAY

If a Covered Person has received an Initial Positive Diagnosis, We will pay the benefits shown below on a per unit basis provided that the loss is incurred (e.g. treatment is received or the service is performed) while this Rider is in force. The number of units selected by the Policyholder for each benefit is shown in the Schedule of Benefits.

Benefits will begin on the date the Covered Person receives an Initial Positive Diagnosis, on or after the Effective Date of this Rider, or as follows:

- 1. On the date the Covered Person is admitted to the Hospital, if the Initial Positive Diagnosis is made during the same Hospital Confinement; but not more than 15 days prior to the Date of Positive Diagnosis; or
- 2. Not more than 30 days before the Date of Positive Diagnosis for benefits payable under Outpatient Surgery.

Benefit payments will be made directly to You, unless You assign benefits. Proof of Loss must be submitted to Us for each incurred expense.

#### Hospital Benefits (pavable per unit)

#### **Hospital Confinement**

We will pay \$100 per day for 90 continuous days of Hospital Confinement for the treatment of a Specified Illness or Disease. The maximum number of days We will pay this benefit during a continuous Confinement will not exceed 90 days. Beginning on the 91st day, Our payments for Hospital Confinement will be made under "Extended Benefits."

#### **Extended Benefits**

We will pay \$200 per day for Hospital Confinement beyond 90 continuous days. This benefit will be paid in lieu of all other benefits under this Rider, except for the Surgery and Anesthesia benefits listed under the Surgery Benefits section, which will continue to be payable under its applicable benefit provisions.

#### **Inpatient Drugs and Medicine**

We will pay \$15 per day per Confinement for drugs and medicines given to the Covered Person while Confined.

#### **Attending Physician Benefit**

We will pay \$20 per day when the attending Physician visits the Covered Person while Hospital Confined.

A visit will mean a personal visit by the attending Physician. We will only pay for one visit in any one 24-hour period.

#### **Private Duty Nursing**

We will pay \$100 per day while Hospital Confined for services by a Private Duty Nurse. Services by a Private Duty Nurse must be:

- 1. Authorized by the attending Physician; and
- 2. Provided by a Private Duty Nurse who is not acting as a regular staff member of the Hospital in which the Covered Person is Confined.

#### **Ambulance**

We will pay \$100 per continuous Hospital Confinement by a licensed professional ambulance service for:

- 1. Transportation to a Hospital to which the Covered Person is admitted as an inpatient; and
- 2. Transportation is from a Hospital from which the Covered Person has been released to a different Hospital to which the Covered Person is admitted as an inpatient.

#### **Extended Care Facility**

We will pay \$100 per day for each day a Covered Person is Confined in an Extended Care Facility. This benefit is limited to the number of days of the prior continuous Hospital Confinement. Confinement in an Extended Care Facility must be at the direction of the attending Physician and must begin within 14 days of the Hospital Confinement.

#### **Government or Charity Hospital**

We will pay \$100 per day in lieu of all other benefits when the Covered Person is Hospital Confined in a government or charity Hospital.

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Confinement must be in a Hospital owned or operated by the United States Government: or a Hospital that does not charge the Covered Person for its services. Confinement must be primarily for the treatment of one of the listed Specified Illnesses or Diseases. Benefits under this provision are paid in lieu of all other benefits in this Rider when the Covered Person is Confined in a government or charity Hospital.

#### **Hospice Care**

We will pay \$100 per day for a Confinement in a Hospice Center or for Hospice Care at home by a Hospice Team. This benefit is limited to a lifetime maximum of 100 days per Covered Person. Our payments will be based on the following conditions being met:

- The Covered Person has been given a prognosis as being terminally ill with an estimated life expectancy of 6
  months or less; and
- 2. We have received a written summary of such prognosis by the attending Physician.

We will not pay this benefit while the Covered Person is Hospital Confined.

#### Surgery Benefits (payable per unit)

#### Surgery

For surgery performed for the treatment of Specified Illness or Disease, We will pay an amount not to exceed the lesser of:

- 1. An amount determined by multiplying the Work Relative Value Unit obtained from the Medicare Physician Fee Schedule in effect on the date of service by \$25; or
- 2. \$1,000 per unit.

#### **Outpatient Surgery**

Surgeries performed on an Outpatient basis are paid at 150% of the surgery benefit.

#### **Anesthesia**

We will pay 25% of the surgery benefit. Anesthesia must be given by or under the direction of an Anesthesiologist; or by an Anesthetist under the direction of a Physician.

#### **Second Surgical Opinion**

We will pay \$100 for the opinion of a second surgeon payable when the prescribed treatment is surgery as determined by the first surgeon. The Covered Person may use this benefit at his or her discretion. None of the other benefits in this Rider will be affected by this decision. This benefit is payable only when an Initial Positive Diagnosis has been made per Covered Person.

A second surgical opinion must be received before surgery is performed. We will require a written copy of the initial surgical opinion in addition to the second surgical opinion.

#### **Ambulatory Surgical Center**

We will pay the Ambulatory Surgical Center charges not to exceed \$150 per day for surgery performed at an Ambulatory Surgical Facility or at a Hospital when the Covered Person is an Outpatient.

#### WHAT WE WILL NOT PAY

- 1. This Rider provides benefits for the Initial Positively Diagnosed Specified Illness or Disease defined in this Rider on or after the Effective Date of this Rider. It does not provide benefits for any other illness or disease.
- 2. We will only pay for loss as a direct result of a Specified Illness or Disease. Proof of Positive Diagnosis must be submitted with each new claim. We will not pay for any disease or incapacity that has been caused, complicated, worsened, or affected by, or as a result of a Specified Illness or Disease or its treatment.
- 3. We may reduce or deny a claim or void this Rider for loss incurred by a Covered Person during the first 2 years from the Effective Date of such coverage for any misstatements in the Application which would have materially affected Our acceptance of the risk.
- 4. Benefits under "Waiver of Premium" of the Contract do not apply to this Rider for Total Disability due to a Specified Illness or Disease.
- 5. With respect to the benefits offered by this Rider, the "Time Limit on Certain Defenses" provision of the Contract will apply from the Effective Date of this Rider.

Under no condition will We pay any benefits for losses or medical expenses incurred prior to the Effective Date.

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#### WHEN THIS RIDER STARTS

This Rider becomes effective on the same date as the Contract Date unless We inform the Insured in writing of a different date.

#### WHEN THIS RIDER ENDS

This Rider will terminate for any one of the following reasons which occurs first:

- 1. The Contract terminates; or
- 2. Failure to pay the renewal premium before the end of the Grace Period; or
- 3. Our receipt of the Policyholder's written request to terminate this Rider.

Termination due to Item 3 will be on the next renewal date, after Our receipt of the written notice, or any later specified date, if the mode of premium payment is monthly. Otherwise, it will be on the date of our receipt of such written notice, or any later date as indicated by the Policyholder. Any premium paid in advance of the termination date due to Item 3 will be refunded to the Insured.

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

General Counsel and Secretary

President

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#### TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, IA 52499

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

(Hereinafter called "the Company," "We," "Us," or "Our")

#### FIRST OCCURRENCE RIDER

This Rider is attached to and made part of the Contract, as defined below, as of the Rider Effective Date. It is issued in consideration of the Application and payment of any required initial premium. Except as shown in this Rider, the provisions of the Contract will prevail.

While this Rider is in force, We will pay benefits described in "What We Will Pay" section of this Rider when the Covered Person is Initially Positively Diagnosed with Cancer, other than Skin Cancer, subject to all of its provisions, conditions, exceptions, and limitations.

#### **DEFINITIONS**

In addition to the definitions contained in the Contract, the following definitions apply to this Rider.

Contract - The Policy for Group Cancer Only Insurance or any Certificate, if applicable, to which this Rider is attached.

Effective Date - The Effective Date of the Contract or the date shown for this Rider if added to the Contract at a later date.

**Initial Positive Diagnosis/Initially Positively Diagnosed** - A first time ever Positive Diagnosis made by a Pathologist based on a microscopic examination of fixed tissue or preparations from the hemic system either during life or post mortem (i.e., a pathological diagnosis). The Pathologist's judgment for establishing the diagnosis will be based solely on the criteria of malignancy as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor or tissue specimen. We will accept a clinical diagnosis in lieu of a pathological diagnosis only when:

- 1. The pathological diagnosis cannot be made;
- 2. Medical evidence substantially documents the diagnosis; and
- 3. Definitive treatment is received for the Cancer.

#### WHAT WE WILL PAY

When a Covered Person has been Initially Positively Diagnosed with Cancer (excluding Skin Cancer), and while this Rider is in force, We will pay a one time benefit of \$1,000 per unit. The number of units selected by the Policyholder for each benefit is shown on the Schedule of Benefits. This benefit is payable only once per lifetime per Covered Person and is in addition to any other benefits payable under the Contract.

Benefit payment will be made directly to You, unless You assign benefits. Proof of the Initial Positive Diagnosis of Cancer must be submitted to Us.

#### WHAT WE WILL NOT PAY

Benefits are not payable:

- 1. For expenses incurred prior to the Effective Date of this Rider:
- 2. During the first 12 months for any Cancer diagnosed within 12 months prior to the Effective Date of such person's coverage:
- 3. For any other illness or disease other than internal cancer; and
- 4. For Skin Cancer or any Cancer excluded from coverage by name or specific description.

We may reduce or deny a claim or void this Rider for loss incurred by a Covered Person during the first 2 years from the Effective Date of such coverage for any misstatements in the Application which would have materially affected Our acceptance of the risk.

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#### WHEN THIS RIDER STARTS

This Rider becomes effective on the same date as the Contract Date unless We inform the Insured in writing of a different date.

#### WHEN THIS RIDER ENDS

This Rider will terminate for any one of the following reasons which occurs first:

- The Contract terminates;
- 2. Failure to pay the renewal premium before the end of the Grace Period; or
- 3. Our receipt of the Policyholder's written request to terminate this Rider.

Termination due to Item 3 will be on the next renewal date, after Our receipt of the written notice, or any later specified date, if the mode of premium payment is monthly. Otherwise, it will be on the date of our receipt of such written notice, or any later date as indicated by the Policyholder. Any premium paid in advance of the termination date due to Item 3 will be refunded to the Insured.

Signed for the Company at Our Home Office to take effect on the Rider Effective Date.

General Counsel and Secretary

President

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#### 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: <a href="https://www.transamericaemployeebenefits.com">www.transamericaemployeebenefits.com</a>.