

# **NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

# **EFFECTIVE APRIL 14, 2003**

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to maintain the privacy of our Plan's customers' Protected Health Information, to provide those customers with notice of our legal duties and privacy practices with respect to Protected Health Information, and to send notification to affected customers if there is a breach of unsecured Protected Health Information. If your state provides privacy protections that are more stringent than those provided by HIPAA, we will maintain your Protected Health Information in accordance with the more stringent state standard.

This Notice applies to "Protected Health Information" associated with "Health Plans" issued by American Heritage Life Insurance Company.

This Notice describes how we may use and disclose Protected Health Information to perform claims handling, payment, general insurance operations, and for other purposes that are permitted or required by law. Use or disclosure of your Protected Health Information for the purposes described in this Notice may be made in writing, orally, or by electronic means.

We are required to abide by the terms of this Notice. However, we may change the terms of this Notice at any time. If we change this Notice, we may make the new notice terms effective for all of your Protected Health Information that we maintain, including any information we created or received prior to issuing the new notice. If we make a material revision to our Privacy Notice, copies will be sent to you if you are then currently insured under our Plan.

Protected Health Information means information about you that is created or received by us and during the administration of coverage under the Plan, which identifies you or for which there is a reasonable basis to believe the information can be used to identify you and that relates to:

- 1) the past, present or future physical or mental health condition of the individual; or
- 2) the provision of health care to the individual; or
- 3) the past, present or future payment for the provision of health care to the individual.

### Uses and Disclosures of Protected Health Information With Your Written Authorization

Except as described in the next section of this Notice, we will not use or disclose your Protected Health Information for any purpose unless you have signed a form authorizing the use or disclosure. For example, most uses and disclosures of psychotherapy notes, uses and disclosures of Protected Health Information for marketing purposes, and disclosures that constitute a sale of Protected Health Information will be made only with your authorization. You have the right to revoke that authorization in writing at any

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time, except to the extent that we have already taken action in reliance on the authorization; or the authorization was obtained as a condition of obtaining coverage, to the extent that other law allows the insurer to contest a claim under the policy or the policy itself.

### Uses and Disclosures of Protected Health Information Without Your Written Authorization

**For Payment**. We may make use of and disclose your Protected Health Information without your written authorization as may be necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims or certify these services are covered under your Plan.

**For Plan Administrative Operations**. We may make use of and disclose your Protected Health Information without your written authorization as necessary for our Plan administrative operations. Plan administrative operations include our usual business activities, examples of which are management, licensing, peer review, quality improvement and assurance, enrollment, underwriting, reinsurance, compliance, auditing, rating, claims handling, complaint handling and other functions related to your Plan. We are prohibited from using or disclosing genetic information for underwriting purposes.

**To Individuals Involved In Your Care**. We may, without your written authorization, for the purposes of treatment, payment or Plan administrative operations, disclose the fact that you are covered under a Plan or that payment has been processed to a family member, other relative, your close personal friend or any other person you may identify. In these circumstances, we would not disclose any Protected Health Information which is not directly relevant to that person's involvement with your care or with payment for your care.

If you have designated a person to receive information regarding payment of the premium or pay premium via credit card, we may inform that person or credit card facility when your premium has not been paid or received by us.

We may also disclose limited Protected Health Information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

**To Our Business Associates**. Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these may include, but are not limited to our duly appointed insurance agents, financial auditors, reinsurers, legal services, enrollment and billing services, claim payment and medical management services. We may provide access to your Protected Health Information without your written authorization to one or more of these outside persons or organizations who assist us with payment or Plan administrative operations. We require these business associates to appropriately safeguard the privacy of your information.

**To Plan Sponsors.** If you are enrolled in a group health plan, we may share summary health information with your employer, union, or other employee organization that sponsors and maintains the group health plan, for purposes of obtaining premium bids; or modifying, amending, or terminating the group health plan; or enrollment and disenrollment information. Summary health information excludes genetic information.

For Other Products and Services. We may contact you without your written authorization to provide information regarding Plan upgrades or additional benefits that may be of interest to you. For example, we may use the fact that you currently are insured under a Plan for the purpose of communicating to you about changes to our Plan or products that could enhance or add value to existing coverage.

**For Disclosure With Authorization.** Unless otherwise excluded in this notice, we will not disclose any other Protected Health Information to any person or entity not specifically mentioned elsewhere in this Notice without your express written authorization.

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**For Other Uses and Disclosures**. We are permitted or required by law to make some other uses and disclosures of your Protected Health Information without your authorization. We may release your Protected Health Information:

- if required by law to a government authorized health oversight agency or company conducting audits, investigations, or civil or criminal proceedings.
- if required to do so by a court or administrative ordered subpoena or discovery request. In most cases you will have notice of such a release.
- for public health activities, such as required reporting of disease, injury, birth and death and for required public health investigations.
- as required by law if we suspect child abuse or neglect or if we believe you to be a victim of abuse, neglect or domestic violence.
- to the Food and Drug Administration if necessary to report adverse events, product defects or to participate in product recalls.
- to law enforcement officials as required by law to report wounds, injuries or crimes.
- to coroners, medical examiners and/or funeral directors consistent with law.
- for a national security or intelligence activity or, if you are a member of the military, as required by the armed forces.
- to workers' compensation agencies or similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

### **Your Rights**

Right to Inspect and Copy Your Protected Health Information. You may have access to our records that contain your Protected Health Information in order to inspect and obtain copies of the records. Under limited circumstances, we may deny you access to a portion of your records. If you desire access to your records, please obtain a record request form from our Privacy Officer and submit the completed form to our Privacy Office. If you request copies, we may charge you copying and mailing costs. If you request a copy of your Protected Health Information in electronic form, we will provide it to you electronically only if the record is readily producible in electronic form.

Right to Amend Your Protected Health Information. You have the right to request that we amend your Protected Health Information maintained in our enrollment, payment, claims adjudication and case or medical management records, or other records we use to make decisions about you. If you desire to amend these records, please obtain an amendment request form from our Privacy Officer and submit the completed form to our Privacy Office. We will comply with your request unless special circumstances apply. If your physician or other health care provider created the information that you desire to amend, you should contact the provider to amend the information.

Right to an Accounting of the Disclosures of Your Protected Health Information. Upon request, you may obtain an accounting of certain disclosures of your Protected Health Information made by us on or after April 14, 2003, excluding disclosures made earlier than six years before the date of your request. If you request an accounting more than once during any 12 month period, we will charge you a reasonable fee for the subsequent accounting statements.

**Right to Request Confidential Communications.** We will accommodate your reasonable request to receive communications of your Protected Health Information from us by alternative means of communication or at alternative locations if the request clearly states that disclosure of that information could endanger you.

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Right to Request Restrictions on Use and Disclosure of Your Protected Health Information. You have the right to request restrictions on some of our uses and disclosures of your Protected Health Information to family members and others involved in your care or payment for care; or some of our uses and disclosures used to carry out treatment, payment, or Plan administrative operations, by notifying us of your request for a restriction in writing mailed to the contact identified at the end of this Notice. Your request must describe in detail the restriction you are requesting. We are not required to agree to your restriction request but will attempt to accommodate your requests. We retain the right to terminate an agreed-to restriction. In the event of a termination of an agreed-to restriction by us, we will notify you of such termination, but the termination will only be effective for Protected Health Information we receive after we have notified you of the termination. You also have the right to terminate any agreed-to restriction by contacting us using the "Contact Information" provided at the end of this Notice.

**Personal Representatives.** You may exercise your rights through a personal representative who will be required to produce evidence of his or her authority to act on your behalf. Proof of authority may be made by a notarized power of attorney, a court order of appointment of the person as your legal guardian or conservator, or if you are the parent of a minor child. We reserve the right to deny access to your personal representative.

**Right to Receive Paper Copy of this Notice.** You may obtain a copy of this Notice. You may obtain a paper copy of this Notice even if you agreed to receive such notice electronically. Please contact us and we will mail it to you.

### **Complaints**

If you believe your privacy rights have been violated, you can file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with the Plan, send it in writing to the "Contact Information" at the address listed at the end of this Notice. There will be no retaliation for filing a complaint.

You may obtain a copy of this Notice by writing to us at the contact address below.

### **Contact Information**

If you have questions or need further assistance regarding this Notice, you may contact:

Allstate Benefits Attn: HIPAA Privacy Officer 1776 American Heritage Life Drive Jacksonville, Florida 32224

Or, you may telephone the Customer Care Center at 1-800-521-3535.

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# Important Privacy Policy Notice

At Allstate Benefits ("AB"), we value you as a customer. We also share your concerns about privacy. We are sending this notice to explain how we treat personal information ("customer information") that is not public. This is information that we obtain from you or other sources when we provide you with products and services.

We want you to know that: we respect your privacy; and we protect your information.

- We do not sell customer information.
- We do not share your information with: persons; companies; or organizations outside of AB that would use that information to contact you about their products and services.
- We expect persons or organizations that provide services on our behalf to keep your information confidential. We also expect them to use your information only to provide the services we've asked them to perform.
- We communicate to our employees about the need to protect your information. We have established safeguards (these are physical, electronic and procedural) to protect this information.

Below are answers to questions that you might have about privacy. You may be wondering...

## What do we do with your information?

AB does not sell your customer or medical information to anyone. We do not share it with companies or organizations outside of AB that would use that information to contact you about their own products and services. If this were to change, we would offer you the option to opt out of this type of information sharing. Also, we would obtain your consent before we share medical information for marketing purposes.

Your agent or broker may use your information to help you with your insurance needs. We may also communicate with you about products, features, and options in which you have expressed an interest. Without your consent, we may provide your information to persons or organizations in and out of AB. This would be done as permitted or required by law. We may do this to:

- Fulfill a transaction you have requested.
- Service your policy.
- Market our products to you.
- Investigate or handle claims.
- Detect or prevent fraud.
- Participate in insurance support organizations (Information from a report by an insurance support organization may be retained by that organization and distributed to other persons.).
- Comply with lawful requests from regulatory and law enforcement authorities.

These persons or organizations may include:

- Our affiliated companies.
- Companies that perform services, including marketing, on our behalf.
- Other financial institutions with which we have an agreement for the sale of financial products.
- Other insurance companies to perform their role in an insurance transaction involving you.
- Businesses that conduct actuarial or research studies.
- Persons requesting information pursuant to a subpoena or court order.
- Your agent or broker.
- An employer, if your premiums are payroll deducted.
- The creditor who sold you insurance, if your policy is credit insurance.

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### What kind of customer information do we have, and where did we get it?

Much of the information that we have about you comes from you. When you perform certain transactions, you may give us information such as your name, address, and Social Security number. These transactions include when you submit: an application for insurance; a request for insurance; a request for products and services we offer; or a request for an insurance quote. We may have contacted you by telephone or mail for additional information. We keep information about the types of services you purchase from us and our affiliates. Examples of this include premiums, fund values, and payment history. We may collect information from outside sources such as consumer reporting agencies and health care providers. The information we collect may include the following:

- Motor vehicle reports.
- Credit reports.
- Medical information.

### How do we protect your customer information?

We expect any company with whom we share your information to use it only to provide the service we have asked them to perform. Information about you is also available within AB to those individuals who may need to use it to fulfill and service the needs of our customers. We communicate the need to protect your information to all employees and agents. We especially communicate this need to individuals who have access to it. Plus, we have established physical, electronic, and procedural safeguards to protect your information. Note that if your relationship with us ends, your information will remain protected. This protection will be provided according to our privacy practices outlined in this Important Notice.

### How can you find out what information we have about you?

You may request to see, or obtain by mail, the information about you in our records. If you believe that our information is incomplete or inaccurate, you may request that we correct, add to, or delete from the disputed information. In order to fulfill your request, we may make arrangements to copy and disclose your information to you on our behalf. This may be done with an insurance support organization or a consumer reporting agency. You may also request a more complete description of the entities to which we disclose your information, or the conditions that might warrant such disclosures. Please send any of the requests listed above in writing to:

ΑB

Policyholder Services (Privacy Section) 1776 American Heritage Life Drive Jacksonville, FL 32224-6687

# If you are an Internet user ...

Our website, www.allstatebenefits.com, provides information about AB, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing www.allstatebenefits.com, please be sure to read the Privacy Statement that appears there. To learn more, the www.allstatebenefits.com Privacy Statement provides information relating to your use of the website. This includes, for example:

- 1) our use of online collecting devices known as "cookies";
- how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 3) who should use our website;
- 4) the security of information over the Internet;
- 5) links and co-branded sites.

We hope you have found this notice helpful. If you have any questions or would like more information, please don't hesitate to contact your agent or write us at:

AB

Policyholder Services (Privacy Section) 1776 American Heritage Life Drive Jacksonville, FL 32224-6687

This notice is being provided on behalf of the following companies:

American Heritage Life Insurance Company Bluegrass Life Insurance Company Acme United Insurance Company SMA Life Assurance Company Holiday Life Insurance Company Kentucky Home Mutual Keystone State Life National Guardian Life

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# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

A Stock Company

### CERTIFICATE OF INSURANCE

This certificate of insurance ("certificate") describes your insurance coverage under the policy.

In this certificate, the words:

"You" and "your" mean the named primary insured shown on the Certificate Specifications page who is a member of an eligible class as described in the policy and for whom premiums are remitted.

"We", "us", "our" and "the company" mean American Heritage Life Insurance Company.

"This policy" and "the policy" mean the policy of insurance issued by us to the policyholder.

The policy alone makes up the agreement under which insurance coverage is provided and benefits are determined. If the terms of your certificate and the policy differ, the policy will govern. The policy may be inspected at the office of the policyholder during normal business hours.

Coverage under the policy is issued in consideration of your enrollment or other form of application and the payment of the first premium.

We certify that coverage under the policy is in effect for persons who have satisfied all eligibility requirements and for whom the required premium has been paid when due.

The policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

The policy and this certificate may be changed in whole or in part or cancelled by agreement between us and the policyholder. Such an action may be taken without the consent or notice to you or anyone covered under the policy. Only an authorized officer at our home office can approve a change. The approval must be in writing and endorsed on or attached to the policy. No other person, including an agent, may change the policy or certificate or waive any of its provisions. Premiums are subject to periodic changes.

This certificate supersedes and replaces any certificate previously issued to you under the policy.

Secretary

Laren S. Millard

President

THIS IS A GROUP CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS ONLY FOR SPECIFIED CRITICAL ILLNESSES OR OTHER BENEFITS THAT MAY BE ADDED.

THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.

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1776 American Heritage Life Drive, Jacksonville, Florida 32224

# **CERTIFICATE SPECIFICATIONS**

**DESCRIPTION OF BENEFITS** 

INITIAL CRITICAL ILLNESS PRIMARY INSURED BASIC BENEFIT AMOUNT

\$10,000 \$5,000 \$5,000 SPOUSE CHILD (REN)

REOCCURRENCE OF CRITICAL ILLNESS

CANCER CRITICAL ILLNESS

REOCCURRENCE OF CANCER CRITICAL ILLNESS

SUPPLEMENTAL CRITICAL ILLNESS RIDER

FIXED WELLNESS RIDER \$50 PER YEAR

SKIN CANCER RIDER \$250

\*\*\*FAMILY COVERAGE\*\*\*

WEEKLY PREMIUM

\$9.23

PAYROLL ALLOTMENT

TOBACCO

Premium Payment Method

Premium Class

INSURED: JOHN DOE ISSUE AGE: 48

EFFECTIVE DATE: **JANUARY 01, 2020** CERTIFICATE NUMBER: CW12345

POLICY NUMBER: 13753

BENEFICIARY: AS NAMED AT ENROLLMENT OR LATER CHANGED

GROUP CRITICAL ILLNESS COVERAGE

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# **GENERAL PROVISIONS**

### WHEN YOU CAN ENROLL, CHANGE OR DISCONTINUE COVERAGE

- 1. You may apply for coverage during:
  - a. the initial enrollment period; or
  - b. a re-enrollment period, subject to evidence of insurability.
- 2. You may:
  - a. increase coverage at any time, subject to evidence of insurability.
  - b. decrease coverage at any time; or
  - c. discontinue coverage at any time.

### WHEN EVIDENCE OF INSURABILITY IS REQUIRED

Evidence of insurability is required if:

- 1. you:
  - a. voluntarily canceled coverage and are reapplying;
  - b. are applying for an amount of coverage over the Guaranteed Issue limit;
  - c. are applying for the coverage, or an increase in the amount of coverage, at any time after your initial enrollment period;
- 2. an eligible spouse did not enroll within 31 days of eligibility;

### **EFFECTIVE DATE OF COVERAGE**

Your coverage will be effective at 12:01 a.m. on the effective date shown on page 3 of this certificate of insurance provided you are actively employed on that date.

If you are not actively employed on that date due to temporary layoff, leave of absence or Family and Medical Leave of Absence, coverage begins on the date you return to active employment. This applies to your initial coverage, as well as any increase in coverage that occurs after your initial coverage is effective.

For any change in coverage that is subject to evidence of insurability, the change in coverage is effective on the date we approve such change and in accordance with the policy.

For any change in coverage that is not subject to evidence of insurability, the change in coverage is effective when we receive such request for change and accordance with the policy.

Any decrease in coverage will take effect on the date you apply for the decrease, but will not affect a payable claim that occurs prior to the effective date of the decrease.

### **CERTIFICATES OF INSURANCE**

This certificate of insurance provides a description of the insurance provided by the policy issued to the policyholder. It describes the essential features of the insurance coverage and to whom benefits are payable.

If there is any discrepancy between the provisions of this certificate and the provisions of the policy or any attached riders, the provisions of the policy and any attached riders govern.

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# **GENERAL PROVISIONS (Continued)**

### **ELIGIBILITY OF DEPENDENTS**

Eligible dependents are:

- 1. your spouse; and
- 2. your spouse's children.

If you marry and desire coverage for your spouse, the policyholder must be notified of the marriage within 31 days of the marriage. Upon notice to us, we will change the coverage to include your spouse and provide notification of any additional premium due.

A child born to you or your spouse, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for any other child insured under this certificate. No additional premium will be required for newborns added.

An adopted child or child pending adoption will be covered beginning on the earlier of:

- 1. the date of placement for the purpose of adoption; or
- 2. the date the entry of an order granting you custody of the child for purposes of adoption.

Coverage will be provided as long as you or your spouse has custody of the child pursuant to decree of the court.

### TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE

If you cease active employment or membership in the union or association because of a temporary layoff or leave of absence while coverage is in force, we will continue your coverage in accordance with the personnel practices of the policyholder, if premium payments continue and the policyholder approved your leave in writing. Coverage will be continued for 3 months following the date you ceased active employment or membership in the union or association.

If your coverage ends while on a Family and Medical Leave of Absence, your coverage will be reinstated when you return to active status.

We will not require evidence of insurability.

# **GENERAL PROVISIONS (Continued)**

### **TERMINATION OF COVERAGE**

Coverage under the policy ends on the earliest of:

- 1. the date this certificate is canceled;
- the date the policy is canceled;
- 3. the last day of the period for which any required premium payments were made;
- 4. the last day you are actively employed with your employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the Temporary Layoff, Leave of Absence or Family and Medical Leave of Absence provision;
- 5. the date you are no longer in an eligible class;
- 6. the date your class is no longer eligible; or
- 7. our discovery of fraud or intentional misrepresentation in the presentation of a claim under this certificate or any attached rider.

Coverage for a covered person terminates when the covered person has exhausted all available benefits under this certificate and any attached riders.

We will provide coverage for a payable claim that occurs while a covered person is covered under this certificate and any attached riders.

You or other qualifying dependents have the responsibility to inform us the plan administrator of: (a) divorce; (b) legal separation; or (c) a child losing eligibility under this certificate.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death.

Coverage for a child will end on the issue day of the month that follows when you die or the child: (a) reaches age 26; or (b) otherwise does not meet the requirements of an eligible dependent.

Coverage does not end at age 26 for an incapacitated dependent child who:

- 1. is incapable of self-sustaining employment by reason of mental or physical incapacity;
- 2. became so incapacitated prior to the attainment of the limiting age of eligibility under this certificate; and
- 3. is chiefly dependent upon you for support and maintenance.

Coverage for an incapacitated dependent child continues as long as this certificate remains in force and the child remains, in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as often as may be required, but no more often than annually after the child's attainment of the limiting age for eligibility.

If we receive a premium for coverage extending beyond the date or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims will not be paid.

Coverage may be eligible for continuation as outlined in the Continuation of Insurance Coverage provision.

## **DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA**

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

We have the discretion and authority to construe disputed or seemingly inconsistent provisions of the policy and any attached riders and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever we make reasonable determinations which are not arbitrary or capricious in the administration of the policy, such determinations shall be final and conclusive.

# **GENERAL PROVISIONS (Continued)**

### **LEGAL ACTION**

No legal action may be brought to obtain benefits under the policy:

- 1. for at least 60 days after proof of loss has been furnished; or
- 2. after the expiration of 3 years from the time proof of loss is required to have been furnished.

### **INCONTESTABILITY**

Statements made on an enrollment form or an application are considered representations and not warranties. After 2 years from the effective date of coverage, no misstatement except fraudulent misstatements or intentional misrepresentations, of a covered person, made in any application, can be used to void this certificate.

Any statements made by primary insured or by a covered person, in the absence of fraud, are representations and not warranties. Only written statements signed by primary insured or a covered person will be used in defense of a claim. A copy of any written statement, if applicable, will be furnished to the primary insured or the covered person or his or her personal representative, if any, if such written statement will be used in defense of a claim.

#### **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by us or the policyholder documenting any clerical errors.

### **AGENCY**

For purposes of the policy, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

### **CHANGE OF BENEFICIARY**

Any change of beneficiary must be filed at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date signed by you. This will be true whether or not you are living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office.

The right to change a beneficiary is reserved to you. The consent of the beneficiary or beneficiaries will not be required to assign benefits or to change a beneficiary or beneficiaries, or to make any other changes, unless the designation of the beneficiary is irrevocable.

### **ASSIGNMENT**

An assignment of benefit is not binding on us unless:

- 1. it is a written request; and
- 2. it is received by us at our home office.

An assignment will take effect when recorded at our home office. We are not responsible for the validity of any assignment.

# **EXCLUSIONS**

We will not pay benefits for a critical illness that is, or is caused by, contributed to by, or results from:

- 1. intentionally self-inflicted injury or action;
- 2. commission of or attempt to commit a felony or participation in an illegal occupation;
- 3. suicide while sane, or self-destruction while insane, or any attempt at either;
- 4. substance abuse, to include abuse of alcohol, alcoholism, abuse of legally obtained prescription medication; or illegal use of a non-prescribed drug or narcotic; or
- 5. the covered person being under the influence of alcohol, or any narcotic or illegal drug, unless administered and taken as prescribed by a physician.

(This space intentionally left blank.)

# **CRITICAL ILLNESS BENEFITS**

### **GENERAL**

Subject to the conditions, limitations and exclusions of this certificate and any attached riders, we will pay a benefit when a covered person is diagnosed with a critical illness described in this certificate or any attached rider if:

- 1. the date of diagnosis for the critical illness or the date of loss is while the covered person is insured under this certificate or any attached riders; and
- 2. the critical illness is not excluded by name or specific description.

A covered person can receive benefits for different critical illnesses or specified diseases described in this certificate and any attached riders if the dates of diagnosis for each are separated by at least 30 days.

Each critical illness must be diagnosed by a physician qualified to make such diagnosis. Claims for benefits not satisfying all the criteria for diagnosis may be subject to review by an independent physician consultant.

We do not pay any benefit for any condition or loss not described in this certificate or any attached rider.

#### **INITIAL CRITICAL ILLNESS BENEFITS**

A covered person can receive a benefit for each critical illness only once, unless the Reoccurrence of Critical Illness Benefits provision is included in the coverage.

**A. BENEFIT AMOUNTS**. The benefit amount for each Initial Critical Illness is the percentage shown below for that Initial Critical Illness multiplied by the Basic Benefit Amount for the Initial Critical Illness Benefit shown on the Certificate Specifications page applicable to the covered person.

Initial Critical Illness	Percentage of Basic Benefit Amount
Heart Attack	100%
Stroke	100%
End Stage Renal Failure	100%
Major Organ Transplant	100%
Coronary Artery By-Pass Surgery	25%

- **B. BENEFIT DESCRIPTIONS.** The Initial Critical Illnesses are:
  - 1. **Heart Attack.** The death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be based on both:
    - a. new electrocardiographic changes; and
    - b. elevation of cardiac enzymes or biochemical markers showing a pattern and to a level consistent with a diagnosis of heart attack.

Heart Attack does not include an established (old) myocardial infarction or cardiac arrest.

The date of diagnosis for Heart Attack is the date of death (infarction) of a portion of the heart muscle.

2. **Stroke**. The death of a portion of the brain producing neurological sequelae including infarction of brain tissue, hemorrhage, and embolization from an extra-cranial source. There must be evidence of permanent neurological deficit.

Stroke does not include: transient ischemic attacks (TIA's), head injury, chronic cerebrovascular insufficiency or reversible ischemic neurological deficits.

The date of diagnosis for Stroke is the date the stroke occurred based on documented neurological deficits and neuroimaging studies.

# **CRITICAL ILLNESS BENEFITS (Continued)**

### B. BENEFITS DESCRIPTIONS. (Continued)

3. **End Stage Renal Failure.** The irreversible failure of both kidneys to perform their essential functions, with the covered person undergoing peritoneal dialysis or hemodialysis.

End stage renal failure does not include renal failure caused by a traumatic event, including surgical traumas.

The date of diagnosis for End Stage Renal Failure is the date renal dialysis first begins due to the irreversible failure of both kidneys to perform their essential functions.

- 4. **Major Organ Transplant.** Being placed on the National Transplant list or the performance of a surgical transplantation of a major organ.
  - a. **Candidate Benefit.** A covered person is placed on the National Transplant List as an active or an inactive candidate for a major organ transplant.

The Candidate Benefit is not payable if we have previously paid:

- i. the Candidate Benefit on the covered person, for any reason; or
- ii. the Surgery Benefit on the covered person for the same major organ.
- b. Surgery Benefit. A covered person undergoes a major organ transplant, performed by a physician.

The Surgery Benefit is not payable if we have previously paid the Candidate Benefit on the covered person for the same major organ. If we paid the Candidate Benefit for a covered person listed as a candidate for multiple major organ transplants, only the first one of those major organs transplanted will be considered the same major organ.

No benefit is payable for major organ transplants using mechanical or non-human organs.

Major Organ means the heart, lungs, liver, pancreas, or kidneys. Lungs and kidneys are each one major organ regardless of whether one or both lungs, or one or both kidneys, are transplanted.

Major organ transplant means the surgical transplant, by a physician, of a major organ. Each major organ transplanted is a major organ transplant eligible for the Surgery Benefit, even if multiple major organ transplants are performed in one surgical procedure.

National Transplant List means the database containing information on all people in the United States and Puerto Rico who are waiting for one or more major organ transplants, as mandated by the National Organ Transplant Act.

The date of loss for Major Organ Transplant is the date a covered person:

- a. is placed on the National Transplant List as an active or an inactive candidate, for a major organ transplant; or
- b. undergoes the actual surgery for a major organ transplant
- 5. **Coronary Artery By-Pass Surgery.** The surgical operation to correct narrowing or blockage of one or more coronary arteries with by-pass grafts on the advice of a cardiologist registered in the United States. Angiographic evidence to support the necessity for this surgery will be required.

Coronary Artery By-pass Surgery does not include: abdominal aortic bypass; balloon angioplasty; laser embolectomy; atherectomy; stent placement; or other non-surgical procedures.

The date of loss for Coronary Artery By-Pass Surgery is the date the actual coronary artery by-pass surgery occurs.

# **ADDITIONAL BENEFITS**

### REOCCURRENCE OF CRITICAL ILLNESS BENEFITS

We will pay a benefit for a reoccurrence of a critical illness if a covered person is diagnosed for a second time with an initial critical illness for which a benefit was previously paid under the Initial Critical Illness Benefit provision if:

- 1. the second date of diagnosis is more than 12 months after the first date of diagnosis for the initial critical illness; and
- 2. the second date of diagnosis is while the covered person is insured under this certificate.

The benefit amount is equal to the benefit amount previously paid for that initial critical illness. A covered person can receive a benefit for a reoccurrence of a critical illness only once for each initial critical illness.

Initial Critical Illness		
Heart Attack		
Stroke		
End Stage Renal Failure		
Major Organ Transplant		
Coronary Artery By-Pass Surgery		

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# **ADDITIONAL BENEFITS**

### **CANCER CRITICAL ILLNESS BENEFITS**

**A. BENEFIT AMOUNTS**. The benefit amount for each Cancer Critical Illness is the percentage shown below for that Cancer Critical Illness multiplied by the Basic Benefit Amount for the Initial Critical Illness Benefit shown on the Certificate Specifications page applicable to the covered person.

Cancer Critical Illness	Percentage of Basic Benefit Amount
Carcinoma In Situ	25%
Invasive Cancer	100%

- **B. BENEFIT DESCRIPTIONS.** The Cancer Critical Illnesses are:
  - 1. **Carcinoma In Situ.** A cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue. Carcinoma In Situ includes:
    - a. early prostate cancer diagnosed as stages A, I or II or equivalent staging; and
    - b. melanoma not invading the dermis.

Carcinoma in situ does not include:

- a. other skin malignancies;
- b. pre-malignant lesions (such as intraepithelial neoplasia); or
- c. benign tumors or polyps.
- 2. **Invasive Cancer.** A malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Invasive Cancer includes Leukemia and Lymphoma.
  - Invasive cancer does not include:
  - a. Carcinoma In Situ; or
  - b. skin cancer other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic; or
  - c. early prostate (stages A, I or II) cancer.
- C. DIAGNOSIS REQUIREMENTS. A Cancer Critical Illness must be diagnosed in one of two ways:
  - 1. **Pathological diagnosis** means identification of cancer based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist whose diagnosis is in keeping with the standards set by the American Board of Pathology.
  - 2. **Clinical diagnosis** means a clinical identification of cancer based on history, laboratory study, and symptoms. We will pay benefits for a clinical diagnosis only if:
    - a. a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening; and
    - b. there is medical evidence to support the diagnosis.

The date of diagnosis for Cancer Critical Illness is the day the tissue specimen, culture and/or titer(s) are taken on which the first diagnosis of cancer is based.

The "first diagnosis of cancer" includes a diagnosis of a reoccurrence of a cancer that was previously diagnosed before the effective date of coverage if, after the previous diagnosis and before the date of diagnosis of the reoccurrence, the covered person is free of any symptoms and treatment of the cancer for the 12 consecutive months immediately preceding the effective date of coverage or any 12 consecutive months thereafter.

For purposes of this benefit, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the Cancer Critical Illness has returned.

"Maintenance drug therapy" means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a cancer due to primary treatment. It is meant to decrease the risk of cancer reoccurrence rather than the palliation or suppression of a cancer that is still present.

## **ADDITIONAL BENEFITS**

### REOCCURRENCE OF CANCER CRITICAL ILLNESS BENEFITS

We will pay a benefit for a reoccurrence of cancer critical illness if a covered person is diagnosed for a second time with a cancer critical illness for which a benefit was previously paid under the Cancer Critical Illness Benefits provision if:

- 1. the second date of diagnosis is more than 12 months after the first date of diagnosis for the cancer critical illness;
- 2. the covered person did not receive treatment during that 12 month period; and
- 3. the second date of diagnosis is while the covered person is insured under this certificate.

The benefit amount is equal to the benefit amount previously paid for that cancer critical illness. A covered person can receive a benefit for a reoccurrence of a cancer critical illness only once for each cancer critical illness.

Cancer Critical Illness
Carcinoma In Situ
Invasive Cancer

For purposes of this benefit, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the cancer critical illness has returned.

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## **WAIVER OF PREMIUM BENEFIT**

We will waive your premiums for this coverage if, while covered under this certificate and any attached riders, you:

- 1. become disabled due to a covered critical illness for which a benefit is paid; and
- 2. remain disabled for at least 90 consecutive days.

After the 90<sup>th</sup> day, we will waive the premiums due for the first 90 days and each consecutive day thereafter you are disabled, until the earliest of:

- 1. the date you are no longer disabled;
- 2 years from the first day of disability;
- 3. the date coverage ends according to the Termination of Coverage provision.

# "Disabled" means you are:

- 1. unable to work; and
- 2. not working at any job for pay or benefits;
- 3. under the care of a physician for the treatment of a covered critical illness.

### "Unable to work" means:

- 1. During the first 365 days of disability, you are unable to perform the material and substantial duties of the occupation you were performing when your disability began.
- 2. During the second 365 days of disability, you are unable to perform the material and substantial duties of any gainful occupation for which you are suited by education, training, or experience.

This benefit is payable only for the disability of the primary insured. It does not apply to any other covered person. You must provide sufficient proof of disability at least once every 6 months.

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## CONTINUATION OF INSURANCE COVERAGE

This section provides for automatic Continuation of Insurance Coverage, hereafter referred to as continuation coverage. It applies if a covered person suffers the loss of this critical illness coverage due to one of the following events:

- Termination of your employment; or your eligibility due to reduction in hours; or the date you are no longer in an eligible class; or the date your class is no longer eligible. Insurance may be continued for any covered person.
- Your death. Insurance may be continued for any covered person.
- Divorce or legal separation. Insurance may be continued for any covered person whose insurance would otherwise
- 4. Your becoming eligible for Medicare. Insurance may be continued for any covered person who is not entitled to Medicare.
- A child ceasing to be an eligible dependent as defined in this certificate. Insurance may continue for that child.
- The policyholder filing a Chapter 11 Bankruptcy petition. Insurance may be continued for any retired primary insured and his or her covered dependents. But this only applies if the insurance ends or is substantially reduced within 1 year before or after the filing of the bankruptcy.
- 7. Termination of the policy. (Benefits will be determined as if the policy had remained in full force and effect.)
- Strike, layoff, leave of absence for personal reasons. Insurance may be continued for any covered person.
- Military Service. Your leave of absence due to military service. Insurance may be continued for any covered person, except for the person who is in active military service.

Continuation coverage is not available for any person if coverage under this certificate terminated due to your failure to make required premium payments.

To be eligible for continuation coverage, a person must be insured under this certificate on the day before the event that caused loss of coverage. In the case of bankruptcy, the person must also be: (a) an employee or member who retired on or before the date insurance ends or is substantially reduced; or (b) a dependent of the retiree on the day before the bankruptcy.

### **COVERAGE CONTINUED**

A person will not be denied continuation coverage solely because he or she is covered under another group critical illness plan, or eligible for Medicare on the date of the event that caused loss of coverage.

The Continuation Coverage may include any eligible dependents who were covered under this certificate. The coverage being continued is subject to all terms and provisions of the policy that does not conflict with this section. The coverage will be the same as that provided under the policy for other persons in the same insurance class in which such person would have been if the loss of coverage had not occurred. The coverage will be subject to any changes to the policy affecting the benefits of such class. The continuation coverage will be effective on the day after the coverage under the policy terminates.

## **NOTIFICATION AND PAYMENT REQUIREMENTS**

You or other qualifying dependents have the responsibility to inform the insurer of: (a) divorce; (b) legal separation; or (c) a child losing eligibility under this certificate. This notice must be made within 60 days of these events. Failure to provide this notification within 60 days will result in the loss of the right to continue the insurance.

The policyholder has the responsibility of notifying the insurer of: (a) your death; (b) termination of employment or reduction in hours; or (c) the policyholder's bankruptcy. This notice must be made within 30 days of the event.

The insurer will notify the qualifying person of the right to continue within 14 days of the notice described above.

The qualifying person will be required to pay a premium for the Continuation Coverage to the insurer.

# **CONTINUATION OF INSURANCE COVERAGE (Continued)**

## **PREMIUMS**

Premiums are due and payable in advance to us at our home office. Premium due dates are the first day of each calendar month. The premium rate for the first 36 months of Continuation Coverage will not exceed 102% of the rate in effect under the policy covering a similarly situated class of primary insureds who have not elected Continuation Coverage. After the first 36 months, the premium rate may change for the class of persons covered under Continuation Coverage. Notice will be given at least 31 days before any change is to take effect.

### **GRACE PERIOD**

The grace period, as defined, will apply to each certificate holder of Continuation Coverage as if such covered person is the policyholder.

### **TERMINATION OF INSURANCE**

Insurance under Continuation Coverage will automatically end on the earliest of the following dates:

- 1. the date the covered person again becomes eligible for insurance under the policy;
- the last day for which premiums have been paid, if the covered person fails to pay premiums when due, subject to the grace period;
- 3. with respect to insurance for dependents:
  - a. the date your insurance terminates; or
  - b. the date the dependent ceases to be an eligible dependent under this certificate.

A dependent child whose Continuation coverage terminates when he or she reaches the age limit may apply for continuation coverage in his or her own name, if he or she is otherwise eligible.

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## **CLAIM INFORMATION**

### NOTICE OF CLAIM

We encourage you to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim must be given to us within 20 days after the occurrence or commencement of any event or loss covered by this certificate and any attached riders, or as soon as is reasonably possible. Notice must be given to us by, or on behalf of, you or the beneficiary at 1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687 to the attention of the Claims Department, or to any authorized agent of ours, with your name and certificate number, is notice to us.

Upon receipt of a notice of claim, we will furnish to you such forms as are usually furnished for filing proof of event or loss. If such forms are not furnished within 15 days after the giving of such notice, you shall be deemed to have complied with the requirements of the policy as to proof of claim upon submitting, within the time fixed in the policy for filing proof of claim, written proof covering the occurrence, the character and the extent of the event or loss for which the claim is made.

### **FILING A CLAIM**

You must complete all applicable sections of the claim form and then give it to your attending physician. The physician should complete the attending physician's section statement and send it directly to us.

### PROOF OF CLAIM

Written proof must be furnished to us within 90 days of each critical illness or payable loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim as long as it can be shown that it was not reasonably possible to provide the proof at an earlier date and, the proof is provided as soon as was reasonably possible. In any event, the proof required must be given to us no later than (one) 1 year from the time specified unless you are legally incapacitated.

Written proof of the eligibility of your dependent child(ren) may be required at the time of claim.

### PHYSICAL EXAMINATION AND AUTOPSY

We have the right, at our own expense, to have a covered person examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of incontestability, where it is not forbidden by law.

### **PAYMENT OF CLAIMS**

After receiving all required written proof of claim, we will pay all benefits then due under this certificate and any attached riders and we will make payment to you immediately, unless such payments are assigned. Any amounts unpaid at your death will be paid to the named beneficiary.

If there is no named beneficiary, or the named beneficiary does not survive the primary insured, we will pay any benefits due at your death in the following order:

- 1. to your living spouse; otherwise
- 2. to the covered person's living children, in equal shares; otherwise
- 3. to the covered person's living parents, in equal shares; otherwise
- 4. to the covered person's living siblings, in equal shares; otherwise
- 5. to the covered person's estate.

If benefits are payable to an individual who is a minor or otherwise not competent to execute a valid release, or to your estate, we may pay benefits up to \$1,000, to someone related to you or your beneficiary by blood, law or marriage whom we consider to be entitled to the benefits. We will be discharged from liability to the extent of any such payment made in good faith.

# **CLAIM INFORMATION (Continued)**

### **OVERPAID CLAIM**

We have the right to recover any overpayments due to:

- fraud; or
- any error we make in processing a claim.

We will not withhold any portion of any benefits payable on the basis that the sum withheld is an adjustment or correction of an overpayment made on a prior claim unless we have clear documented evidence that the overpayment was clearly erroneous under the provisions of the policy. We will not use this procedure if the overpayment is the subject of a reasonable dispute as to facts, or if the error resulting in the overpayment was a mistake of law.

We will notify you of your overpayment within 6 months of the date the overpayment was made. If the error was prompted by representatives or nondisclosures by you, we will notify you within 15 days after the error is discovered of the date that clear documented evidence of discovery of such error is included in the file. The notice will clearly state the nature of the error, the amount of the overpayment, and the 3 year limitation described below.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

We will not recover more money than the amount we overpaid. We will not recover money after 3 years from the date of the overpayment.

### **BENEFICIARY**

You have the right to change your beneficiary and the consent of the beneficiary or the beneficiaries shall not be required to assign benefits, to change a beneficiary or beneficiaries, or to make any other changes.

### **UNPAID PREMIUM**

Upon the payment of a claim under this certificate and any attached riders, any unpaid premium may be deducted.

### **CLAIM REVIEW**

If a claim is denied, we will, within 15 days of the determination, give written notice of:

- 1. the reason for denial;
- 2. the certificate or rider provision that relates to the denial;
- 3. your right to ask for a review of the denial; and
- 4. your right to submit any additional information that might allow us to change our decision.

You may, upon written request, have copies of any claim documents that are not confidential, for a fee.

### **APPEALS PROCEDURE**

Within 60 days after denial of a claim, you or your beneficiary must appeal any denial of benefits under the policy by making a written request for review of the denial.

You may also have the matter reviewed by the Nebraska Department of Insurance. The phone number is (877) 564-7323. The address is 941 "O" Street, Suite 400, Lincoln, NE 68508.

### **GLOSSARY**

(Glossary may contain terms that are not included in the coverage selected)

Accident means a sudden, unforeseen, and unexpected event which occurs without the covered person's intent.

**Active employment** or **actively employed** means that the covered person is working for his or her employer for earnings that are paid regularly and that he or she is performing the material and substantial duties of his/her regular occupation. For the purposes of this certificate you:

- 1. must be working at least the minimum number of hours as described under Eligible Class(es); and
- 2. will be deemed to be in active employment on a day which is not one of the employer's scheduled work days only if he or she was actively employed on the preceding scheduled work day.

The covered person's work site must be:

- 1. the employer's usual place of business;
- 2. an alternative work site at the direction of the employer; or
- 3. a location to which the covered person's job requires travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment. Temporary and seasonal workers are excluded from coverage.

**Calendar year** means a consecutive 12 month period beginning on January 1st of each year and ending on December 31st of the same year.

**Child** means a person under age 26 who is your or your spouse's natural or adopted son or daughter, stepson or stepdaughter; or a foster child who is placed with you by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

Covered Person means any of the following:

- 1. any eligible family member (including you) named on the enrollment or evidence of insurability and acceptable for coverage by us;
- 2. any eligible family member added by endorsement after the effective date; or
- 3. a newborn or adopted child.

**Critical illness** means one of the critical illnesses described in the Critical Illness Benefits provision, any Additional Benefits, or any attached riders, for which a benefit may be paid.

**Employee** means a person who is: (a) a citizen or resident of the United States or one of its territories; and (b) in active employment with the employer or is a member in good standing in the labor union, association or other entity named as the policyholder.

**Employer** means the individual, company, or corporation where the covered person is in active employment, and includes any division, subsidiary, or affiliated company of the employer.

# **GLOSSARY (Continued)**

**Evidence of insurability** means a statement of your or your dependent's medical history which we will use to determine if he or she is approved for coverage.

Family coverage means coverage that includes you, your eligible spouse, and eligible children.

**Grace period** means a period of 31 days for the payment of each premium falling due after the first premium. During the grace period the policy shall continue in force and is subject to our right to cancel according to the cancellation provision.

Individual and Child(ren) Coverage means coverage that includes only you, as defined, and eligible children.

**Initial Enrollment Period** means one of the following periods during which you may first apply, in writing, for coverage under the policy:

- a period before the policy effective date as set by us and the policyholder if you are eligible for coverage on the policy
  effective date: or
- 2. the period ending 31 days after the date you are first eligible to apply for coverage if you become eligible for coverage after the policy effective date.

**Injury** means accidental bodily harm or damage to a covered person, independent of disease, bodily infirmity, or any other cause.

### Material and Substantial Duties means duties that:

- 1. are normally required for the performance of the covered person's regular occupation; and
- cannot be reasonably omitted or modified, except that if the covered person is required to work on average in excess
  of 40 hours per week. We will consider the covered person able to perform that requirement if he/she is working or has
  the capacity to work 40 hours per week.

**Member** means a member in good standing in a labor union, association or other entity named as the policyholder and who is: (a) a citizen or resident of the United States or its territories; and (b) is (1) engaged in , or (2) able to engage in and currently seeking, active employment.

Payable Claim means a claim for which we are liable under the terms of this certificate or any attached riders.

**Physician** means an individual who is licensed in the United States to practice medicine or treat illness in the state in which treatment is received. The physician cannot be you or a member of your immediate family by blood, marriage, or adoption.

**Policy** means the policy of insurance issued by us to the policyholder.

**Policy Date** means the effective date of the policy.

Policyholder means the legal entity to whom the policy is issued.

**Primary insured** means the insured employee or member covered under the policy and for whom a certificate of insurance has been issued.

**Re-enrollment Period** means a period of time as set by the policyholder and us during which you may apply, in writing, for coverage under the policy, or change coverage under the policy if you are currently enrolled.

Sickness means an illness or disease.

Spouse means a person to whom you are legally married.

# **GLOSSARY (Continued)**

**Symptoms** mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

**Temporary Layoff or Leave of Absence or Family and Medical Leave of Absence** means you are absent from active employment for a period of time that has been agreed to in advance in writing by your employer. Normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**Treatment** means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

We, us, and our, and the Company mean American Heritage Life Insurance Company.

(This space intentionally left blank.)



1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

## SUPPLEMENTAL CRITICAL ILLNESS RIDER

Benefits are subject to all of the terms, conditions, and provisions of the certificate and any attached riders. All terms defined and used in the certificate apply to this rider unless otherwise provided in this rider.

### **DEFINITIONS**

**Activities of daily living (ADLs)** means the following activities that are performed by independently functioning individuals on a daily basis:

- 1. Bathing. Means to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of equipment.
- 2. Dressing. Means to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- 3. Toileting. Means to get on and off the toilet and maintain personal hygiene.
- 4. Bladder and Bowel Continence. Means to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- 5. Transferring. Means to move in and out of a bed, chair, or wheelchair, with or without the use of equipment.
- 6. Eating. Means to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils.

**Advanced Alzheimer's disease** means a progressive degenerative disease of the brain that is diagnosed as Alzheimer's Disease by a physician who is a psychiatrist or neurologist. The covered person must:

- 1. exhibit the loss of intellectual capacity involving impairment of memory and judgment, which results in a significant reduction in mental and social functioning; and
- be certified by a physician as requiring substantial physical assistance from another adult to perform at least 2 of the activities of daily living.

The date of diagnosis for Advanced Alzheimer's Disease is the date a physician certifies that the covered person is incapacitated due to Alzheimer's Disease and requires substantial physical assistance from another adult to perform at least 2 of the activities of daily living.

We will not pay benefits for Advanced Alzheimer's Disease if the covered person was diagnosed with Alzheimer's Disease, regardless of the covered person's symptoms or incapacities, prior to the effective date of coverage.

**Advanced Parkinson's disease** means a brain disorder that is diagnosed as Parkinson's disease by a physician who is a psychiatrist or neurologist. The covered person must:

- 1. exhibit 2 or more of the following clinical manifestations: muscle rigidity, tremor, or bradykinesis (abnormal slowness of movement or sluggishness of physical and mental responses); and
- 2. be certified by a physician as requiring substantial physical assistance from another adult to perform at least 2 of the activities of daily living.

The date of diagnosis for Advanced Parkinson's Disease is the date a physician certifies that the covered person is incapacitated due to Parkinson's Disease and requires substantial physical assistance from another adult to perform at least 2 of the activities of daily living.

We will not pay benefits for Advanced Parkinson's Disease if the covered person was diagnosed with the disease, regardless of the covered person's symptoms or incapacities, prior to the effective date of coverage.

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# **DEFINITIONS (Continued)**

**Benign brain tumor** means a non-malignant tumor that is located in the cranial vault and limited to the brain, meninges, cranial nerves, or pituitary gland. The tumor must require surgery or radiation treatment or cause irreversible objective neurological deficits. Benign brain tumor does not include: tumors of the skull; pituitary adenomas less than 10mm; or germinomas.

The date of diagnosis for Benign Brain Tumor is the date a physician determines a Benign Brain Tumor is present based on examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

Benign brain tumor does not include: tumors of the skull; pituitary adenomas less than 10mm; or germinomas.

**Certificate** means the certificate to which this rider is attached.

**Coma** means a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 7 days and for which period the Glasgow Coma score must be 4 or less. The date of diagnosis is the first day of the period for which a physician confirms a Coma has lasted for 7 or more consecutive days. Coma does not include:

- 1. a medically-induced Coma; or
- 2. a Coma which results directly from alcohol or drug use; or
- 3. a diagnosis of brain death.

**Complete loss of hearing** means the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

The date of diagnosis for Complete Loss of Hearing is the date the physician makes an accurate certification of total and permanent hearing loss.

Complete loss of sight means the total and irreversible loss of vision in both eyes, evidenced by:

- 1. the corrected visual acuity being 20/200 or less in both eyes; or
- 2. the field of vision being less than 20 degrees in both eyes.

The date of diagnosis for Complete Loss of Sight is the date a physician makes an accurate certification of total and permanent blindness.

**Complete loss of speech** means the total and irreversible loss of the ability to speak or communicate verbally without the assistance of a medical device. The diagnosis of Complete Loss of Speech must be made by a physician.

The date of diagnosis for Complete Loss of Speech is the date a specialist makes accurate certification of total and permanent loss of speech.

**Paralysis** means the total and permanent loss of muscle function of 2 or more limbs as a result of disease or injury to the nerve supply of those limbs.

This does not include loss of muscle function that is limited to fingers or toes.

The date of diagnosis for Paralysis is the date a physician establishes the diagnosis of Paralysis based on clinical and/or laboratory findings as supported by medical records.

**Rider date** means the effective date of coverage under this rider. The rider date is the certificate date, unless this rider is applied for at a later date. If this rider is applied for at a later date is the effective date assigned by our home office.

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#### BENEFIT INFORMATION

We will pay a benefit when a covered person is diagnosed with a Supplemental Critical Illness by a physician if:

- 1. the date of diagnosis is after the effective date of this rider;
- 2. the date of diagnosis is while this rider is in force; and
- 3. the illness is not excluded by name or specific description in the certificate or any attached rider.

The benefit amount for each Supplemental Critical Illness is the percentage shown below for that Supplemental Critical Illness multiplied by the Basic Benefit Amount for the Initial Critical Illness Benefit applicable to the covered person on the Certificate Specifications page. This benefit is payable only once per covered person.

Supplemental Critical Illness	Percentage Of Basic Benefit Amount
Advanced Alzheimer's Disease	100%
Advanced Parkinson's Disease	100%
Benign Brain Tumor	100%
Coma	100%
Complete Loss of Hearing	100%
Complete Loss of Sight	100%
Complete Loss of Speech	100%
Paralysis	100%

### LIMITATIONS AND EXCLUSIONS

The Exclusions provision in the certificate applies to this rider.

### **TERMINATION**

This rider terminates at the earliest of:

- 1. the date the certificate is canceled;
- 2. the date the group policy is canceled;
- 3. the last day of the period for which any required premium payments were made;
- 4. the last day you are in active employment with your employer and/or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the "Temporary Layoff, Leave of Absence" provision:
- 5. the date you are no longer in an eligible class;
- 6. the date your class is no longer eligible; or
- 7. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under the certificate or any attached rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.

Secretary

Laren S. Millard

President

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1/76 American Heritage Life Drive, Jacksonville, Florida 32224-6687

## **SKIN CANCER RIDER**

Benefits are subject to all of the terms, conditions, and provisions of the certificate and any attached riders. All terms defined and used in the certificate apply to this rider unless otherwise provided in this rider.

### **DEFINITIONS**

Certificate means the certificate to which this rider is attached.

**Rider date** means the effective date of coverage under this rider. The rider date is the certificate date, unless this rider is applied for at a later date. If this rider is applied for at a later date is the effective date assigned by our home office.

#### BENEFIT INFORMATION

We pay the amount shown on the Certificate Specifications page if a covered person is positively diagnosed with skin cancer provided that:

- 1. the date of diagnosis is after the effective date of this rider;
- 2. the date of diagnosis is while this rider is in force;
- 3. it is not excluded by name or specific description in the certificate or any attached riders; and
- 4. we have not paid a skin cancer benefit for a covered person for a positive diagnosis of skin cancer made in the prior 365 days.

Skin cancer includes basal cell carcinoma and squamous cell carcinoma of the skin.

Positive diagnosis of skin cancer means a diagnosis by a licensed Doctor of Medicine certified by the American Board of Pathology to practice Pathological Anatomy, or an Osteopathic Pathologist. Diagnosis is based on microscopic examination of skin biopsy samples.

The date of diagnosis for skin cancer is the earliest date tissue specimen, culture and/or titer(s) are taken upon which the positive diagnosis of Skin Cancer is based.

### LIMITATIONS AND EXCLUSIONS

The Exclusions provision in the certificate applies to this rider.

Skin cancer does not include: malignant melanoma. It also does not include any conditions which may be considered precancerous, such as: leukoplakia; actinic keratosis; carcinoid; hyperplasia; polycythemia; non-malignant melanoma; moles; or similar diseases or lesions.

### **TERMINATION**

This rider terminates at the earliest of:

- 1. the date the certificate is canceled;
- 2. the date the group policy is canceled;
- 3. the last day of the period for which any required premium payments were made;
- 4. the last day you are in active employment with your employer and/or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the "Temporary Layoff, Leave of Absence or Family and Medical Leave of Absence" provision;
- 5. the date you are no longer in an eligible class;
- 6. the date your class is no longer eligible; or
- the date of our discovery of fraud or material misrepresentation in the presentation of a claim under the certificate or any attached rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.

Secretary

Laren S. Millard

President

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# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

## **FIXED WELLNESS RIDER**

Benefits are subject to all of the terms, conditions, and provisions of the certificate and any attached riders. All terms defined and used in the certificate apply to this rider unless otherwise provided in this rider.

### **DEFINITIONS**

Certificate means the certificate to which this rider is attached.

**Rider date** means the effective date of coverage under this rider. The rider date is the certificate date, unless this rider is applied for at a later date. If this rider is applied for at a later date is the effective date assigned by our home office.

### BENEFIT INFORMATION

We pay the amount shown on the Certificate Specifications page for one of the eligible wellness services performed for the purposes of preventative care or for the detection of a critical illness covered by the certificate or any attached rider. This benefit is payable once per calendar year, per covered person.

Eligible wellness services shall be:

- 1. Biopsy for skin cancer;
- 2. Blood test for triglycerides;
- 3. Bone Marrow Testing;
- 4. Sampling of blood or tissue to test for genetic susceptibility for the risk of cancer;
- 5. CA15-3 (cancer antigen 15-3-blood test for breast cancer);
- 6. CA125 (cancer antigen 125 blood test for ovarian cancer);
- 7. CEA (carcinoembryonic antigen blood test for colon cancer);
- 8. Chest X-ray;
- 9. Colonoscopy;
- 10. Doppler screening for carotids;
- 11. Doppler screening for peripheral vascular disease;
- 12. Echocardiogram;
- 13. EKG (Electrocardiogram);
- 14. Flexible sigmoidoscopy;
- 15. Hemoccult stool analysis:
- 16. HPV (Human Papillomavirus) Vaccination;
- 17. Lipid panel (total cholesterol count);
- 18. Mammography, including Breast Ultrasound:
- 19. Pap Smear, including ThinPrep Pap Test;
- 20. PSA (prostate specific antigen blood test for prostate cancer);
- 21. Serum Protein Electrophoresis (test for myeloma);
- 22. Stress test on bike or treadmill;
- 23. Thermography; and
- 24. Ultrasound screening of the abdominal aorta for abdominal aortic aneurysms.

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### **EXCLUSIONS**

The Exclusions provision in the certificate applies to this rider.

### **TERMINATION**

This rider terminates at the earliest of:

- 1. the date the certificate is canceled;
- 2. the date the group policy is canceled;
- 3. the last day of the period for which any required premium payments were made;
- 4. the last day you are in active employment with your employer and/or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the "Temporary Layoff, Leave of Absence or Family and Medical Leave of Absence" provision;
- 5. the date you are no longer in an eligible class;
- 6. the date your class is no longer eligible; or
- 7. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under the certificate or any attached rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.

Secretary

Laren S. Millard

President

GCIC4FWR Page 2

Jacksonville, Florida (the "Company")

## **ENDORSEMENT**

This endorsement is made part of the certificate to which it is attached. Every definition, term, condition, and provision of the certificate applies to this endorsement, unless otherwise defined or provided in this endorsement.

The "General" provision of the Critical Illness Benefits section is deleted and replaced with the following:

Subject to the conditions, limitations, and exclusions of this certificate and any attached riders, we will pay a benefit when a covered person is diagnosed with a critical illness described in this certificate or any attached rider if:

- 1. the date of diagnosis for the critical illness or the date of loss is while the covered person is insured under this certificate or any attached riders; and
- 2. the critical illness is not excluded by name or specific description.

Each critical illness must be diagnosed by a physician qualified to make such diagnosis. Claims for benefits not satisfying all the criteria for diagnosis may be subject to review by an independent physician consultant.

We do not pay any benefit for any condition or loss not described in this certificate or any attached rider.

All other requirements of the certificate not specifically stated within this endorsement still apply.

This endorsement will be attached to and form a part of the certificate, and will not be held to alter or affect any of the terms of such certificate other than as specifically stated, but not unless the company has executed this endorsement.

Secretary

Laren S. Millard

Jacksonville, Florida (the "Company")

# **ENDORSEMENT**

This endorsement is made part of the certificate to which it is attached. Every definition, term, condition, and provision of the certificate applies to this endorsement, unless otherwise defined or provided in this endorsement.

The first paragraph of the "Reoccurrence of Critical Illness Benefits" provision of the Additional Benefits section is deleted and replaced with the following:

We will pay a benefit for a reoccurrence of a critical illness if a covered person is diagnosed for a second time with an initial critical illness for which a benefit was previously paid under the Initial Critical Illness Benefits provision if:

- 1. the second date of diagnosis is more than 6 months after the first date of diagnosis for the initial critical illness; and
- 2. the second date of diagnosis is while the covered person is insured under this certificate.

All other requirements of the certificate not specifically stated within this endorsement still apply.

This endorsement will be attached to and form a part of the certificate, and will not be held to alter or affect any of the terms of such certificate other than as specifically stated, but not unless the company has executed this endorsement.

Secretary

Laren S. Millard

Jacksonville, Florida (the "Company")

# **ENDORSEMENT**

This endorsement is made part of the certificate to which it is attached. Every definition, term, condition, and provision of the certificate applies to this endorsement, unless otherwise defined or provided in this endorsement.

The first paragraph of the "Reoccurrence of Cancer Critical Illness Benefits" provision of the Additional Benefits section is deleted and replaced with the following:

We will pay a benefit for a reoccurrence of cancer critical illness if a covered person is diagnosed for a second time with a cancer critical illness for which a benefit was previously paid under the Cancer Critical Illness Benefits provision if:

- 1. the second date of diagnosis is more than 6 months after the first date of diagnosis for the cancer critical illness;
- 2. the covered person did not receive treatment during that 6-month period; and
- 3. the second date of diagnosis is while the covered person is insured under this certificate.

All other requirements of the certificate not specifically stated within this endorsement still apply.

This endorsement will be attached to and form a part of the certificate, and will not be held to alter or affect any of the terms of such certificate other than as specifically stated, but not unless the company has executed this endorsement.

Secretary

Laver S. Millard

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida 32224-6688

# **AMENDMENT**

The following is added to the General Provisions of the policy/certificate to which it is attached:

**Cooperation of Beneficiary.** The beneficiary must reasonably cooperate during any investigation and/or adjudication of a claim. This includes the authorization for the release of medical records and other information.

This Amendment does not change, alter, or amend the policy/certificate except as stated.

This Amendment becomes effective as of the policy/certificate date.

Secretary

Laren S. Millard



HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

**A Stock Company** 

THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH ONLY PROVIDES STATED BENEFITS ONLY FOR SPECIFIED CRITICAL ILLNESSES OR OTHER BENEFITS THAT MAY BE ADDED.

THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.