## APPLICATION TO COLORADO BANKERS LIFE INSURANCE COMPANY 5990 Greenwood Plaza Blvd., Greenwood Village, CO 80111

		www.cblnet.com																		
PROPOSED INSURED											Height	Weig	ght '	Telepho	one No.					
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		<ol> <li>Do you currently have any growth, cyst or lump or any new pigmented area o</li> <li>Within the past 5 years have you had any symptoms for which future medical</li> </ol>															ou have not			
				lted your physi currently takin		een a	dvised to	take prescriptio	n dru	gs? Indicate di	rugs and prescri	bing	physic	cian belo	ow.					
								ing life insurance								cy det	ails below.)			
Question # Please include dates, dura			DETAILS of "YES" Answers: ation, attending physicians or hospital name, addres						ohone number.			rovide Personal Physician's Name and Address			an's					
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Incuran	e will	take effect	on th	e application d	ate hou	ever	it is unde	rstood that the Co	mnan	v will incur po l	iability because	n of this	annlie	ation unl	less and u	until it	is approved			

Insurance will take effect on the application date however, it is understood that the Company will incur no liability because of this application unless and until it is approved by the Company and the first premium is paid or an authorization for payroll deduction has been signed by the applicant while the health and other conditions affecting the insurability of the Proposed Insured are as described in this application. No change in amount, classification, plan of insurance, age at issue, or benefits will be effective unless agreed to in writing by the Proposed Insured. I hereby acknowledge receipt of the disclosure statement required by the Fair Credit Reporting Act.

I hereby authorize any physician, medical practitioner, hospital, clinic, Health Maintenance Organization, including Mayo, Kaiser Foundation, Veterans Administration, or other medical or medically related facility, insurance company, the Medical Information Bureau, or other organization, institute, or person that has any records or knowledge of me or my family, or our health, medical history or physical condition, to give to Colorado Bankers Life Insurance Company or its reinsurers any such information including psychiatric histories and to testify as to such information.

This authorization is valid for thirty (30) months after the date it was signed. A photostatic copy of this authorization will be as valid as the original.

The statements on this application are true to the best of my (our) knowledge and belief. I (we) understand that this policy will be effective on the date it is issued by the Company.

DATED AT			THIS	DAY OF	, 20
	CITY	STATE			
OWNER'S SIGNAT	URE AND SOCIAL SECU	URITY NUMBER (If different than Pro	posed Insured)	PROPOSED INSURED'	S SIGNATURE
	U	he insurance applied for herein ecorded all information on this a		replace or change any existing li f the Proposed Insured.	fe insurance, health insurance or

A-LSP 11/01 (WI)

AGENT'S SIGNATURE

AGENT'S NAME (Printed)

# **Fraud Warning Notice**

The following list represents the legal language used to prosecute fraud in these states.

<u>Arkansas, Louisiana</u> – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

<u>Colorado</u> – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

**District of Columbia, Maine, Virginia, Tennessee** – WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, any insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

 $\underline{Florida}$  – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

<u>**Hawaii**</u> – For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both: The absence of such a warning in any application or claim form shall not constitute a defense to a charge of insurance fraud under this section.

**Kentucky** – Any person who knowingly and with intent to injure, defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

 $\underline{Minnesota}$  – A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

<u>New Mexico</u> – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**<u>Ohio, Oklahoma</u>** – Any person who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Pennsylvania** – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### DISCLOSURE STATEMENT

Information regarding your insurability will be treated as confidential. Colorado Bankers Life Insurance Company, or its reinsurers may, however, make a brief report thereon to MIB, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file.

Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station, Boston, Massachusetts 02112.

Colorado Bankers Life Insurance Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

As a part of our normal procedure for processing your application for insurance an investigative consumer report may be obtained which will provide applicable information concerning character, general reputation, personal characteristics, and mode of living. This information will be obtained through personal interviews with your friends, neighbors and associates. You are entitled to receive a copy of the investigative report, if any.

Upon written request to the Underwriting Department, further information on the nature and scope of the report will be provided.

Applicant may request to be interviewed in connection with the preparation of the investigative consumer report. Applicant is entitled to receive a copy of the investigative consumer report.

#### THIS PRE-WRITTEN NOTICE MUST BE DETACHED AND LEFT WITH THE PROPOSED INSURED.

Colorado Bankers Life Insurance Company 5990 Greenwood Plaza Boulevard Greenwood Village, Colorado 80111 (303) 220-8500

A-LSP 11/01 (WI)

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	<ul> <li>b. Heart attack, angina pectoris, chest pain, stroke, high blood pressure or any other disease of the heart or blood vessels?</li> <li>c. Disease of the kidney, urinary bladder, stomach, intestines, liver, gall bladder, lungs or respiratory system, nervous or mental disorder?</li> <li>d. Diabetes, chronic hepatitis, leukemia, internal organ transplant, cirrhosis of the liver, paralysis, or disease of the eyes?</li> <li>2. Have you ever been diagnosed or been treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AID or AIDS Related Complex (ARC), or have you tested positive (using FDA-licensed blood and saliva tests) for the HIV antibodies as p of a test conducted for the purpose of obtaining insurance? Anonymous counseling and testing site, or home test results need not be reported at a test conducted for the purpose of obtaining insurance? Anonymous counseling and testing site, or home test results need not be reported at a test conducted for the purpose of obtaining insurance? Anonymous counseling and testing site, or home test results need not be reported for the you ever had or been treated for alcohol or drug abuse or addiction? (If yes, give full details below.)</li> <li>3. Have you ever been declined or rated-up for life or health insurance? (Provide dates and details below.)</li> <li>4. Have you smoked cigarettes or used tobacco products in the past 12 months?</li> <li>6. Have you smoked cigarettes or used tobacco products in the past 12 months?</li> <li>7. Have you had a parent, brother or sister who prior to age 60 suffered from cancer, diabetes, stroke, heart attack (myocardial infarction heart disease, or mental illness?)</li> <li>9. Have you had a parent, brother or sister who prior to age 60 suffered from cancer, diabetes, stroke, heart attack (myocardial infarction heart disease, or mental illness?)</li> <li>10. Do you currently have any growth, cyst or lump or any new pigmented area of skin that has not been evaluated by a physician?</li> <li>11. Within</li></ul>										r? DS) part rted. ?									
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OWNI	ER'S SIG	NATURE	AND SOCIA	L SECURI	ΓY NUMB	ER (If di	ifferent	than P	roposed Insure	ed)	_		PROPOS	SED IN	SURE	D'S SIGN	ATURE	;		

To the best of my knowledge and belief the insurance applied for herein is  $\Box$  is not  $\Box$  intended to replace or change any existing life insurance, health insurance or annuity coverage. I asked and correctly recorded all information on this application in the presence of the Proposed Insured.

AGENT'S SIGNATURE

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Colorado Bankers Life Insurance Company 5990 Greenwood Plaza Boulevard Greenwood Village, Colorado 80111 (303) 220-8500

C-APP 9/04 (WI)

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5990 Greenwood Plaza Boulevard Greenwood Village, CO 80111 800.367.7814

# CRITICAL ILLNESS INSURANCE POLICY

# PURCHASE DISCLOSURE STATEMENT

## I acknowledge and understand that:

- (1) I am applying for a Critical Illness Life Insurance policy from Colorado Bankers Life Insurance Company ("CBL");
- (2) this insurance is a life insurance policy with a critical illness benefit;
- (3) this insurance is not Health Insurance;
- (4) in addition to this Critical Illness policy, I may be applying for other types of insurance at this time; and
- (5) if CBL approves the issuance of the Critical Illness Insurance policy to me, I will receive policy documents within approximately 30 days either mailed to my address given in the application for this policy or delivered to me by the CBL agent.

## I also acknowledge and confirm that:

- (1) I have authorized Colorado Banker's Life Insurance Company to debit my financial account to pay the premium due for the Critical Illness policy; and
- (2) I am aware that in order to stop such payments from my financial account for the Critical Illness Insurance policy I must notify Colorado Banker's Life Insurance Company directly, not its agent.

Print Name of Applicant/Owner

Signature of Applicant/Owner

Date

Dearborn 🚖 National

# **Understanding Your Critical Condition Accelerated Benefit Rider**

This document provides a general summary of the Critical Condition Rider. It is intended to help You (the covered person under the Rider) understand this valuable coverage. It is not the Rider or the Policy contract with Colorado Bankers Life Insurance Company ("We", "Us"). The Policy and Rider contracts set forth the terms and limitations applicable to the Rider. (Terms which have definitions are capitalized). **PLEASE READ THIS DOCUMENT CAREFULLY**.

## I. TAX & PUBLIC AID

Benefits paid under the Rider may be taxable. If so, the person who receives such benefits may incur a tax obligation. As with all tax matters, a personal tax advisor should be consulted to assess the impact of the receipt of this benefit. Also, any person who receives payment of accelerated benefits from a life insurance policy may lose his or her right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security Income (SSI), and possibly others.

## II. HOW THE RIDER OPERATES

### A. BASIC OPERATION OF THE RIDER

The benefits of the Critical Condition Rider (the "Rider") are provided in addition to any other benefits provided under the Life Insurance Policy to which it is added (the "Policy"). The Policy and the Rider must be in force for the Rider to provide any benefits. If the Policy or the Rider end, the Rider provides no benefits.

If the Primary Insured under the Policy experiences a Covered Condition, is eligible for benefits under the Rider, and meets all the other terms and requirements of the Rider, We will pay the benefits described in the Rider. Those benefits are payable to the Owner ("You") under the Policy, or in the event You do not survive the date a claim is payable under the Rider by 30 days, then to the Beneficiary under the Policy, using the Policy's rules for paying the death benefit to the Beneficiary. The amount of the benefit payable to the Owner under the Rider will depend on the Covered Condition that the Primary Insured experiences.

Covered Conditions have the definitions given below. Those definitions must be satisfied for benefits to be payable under the Rider.

The amount of benefit payable for a Covered Condition is 100%, 25%, or 10% of the Face Amount of the Policy. The specific percentage of the Face Amount of the Policy payable for each Covered Condition is given below. No more than a total of 100% of the Policy Face Amount (as defined in the Rider), prior to deducting any amount payable under the Rider, will be payable under the Rider.

To be eligible for benefits under the Rider: (1) the First Ever Diagnosis or procedure involving a Covered Condition must occur, after the Waiting Period, and while the Rider is in force, and must satisfy the other rules under the Rider; and (2) a request for benefits that complies with all the rules for filing such claim must be made to Us.

## B. AMOUNT PAYABLE FOR EACH COVERED CONDITION

The percentage of the Policy's Face amount (death benefit) that is payable for each Covered Condition is listed below:

#### • Covered Conditions eligible for <u>100%</u> of the Policy Face Amount

- (1) Advanced Alzheimer's Disease
- (2) Major Burns
- (3) Heart Attack
- (4) Invasive Cancer

- (5) Loss of Independent Living
- (6) Loss of Limbs
- (7) Major Organ Transplant
- (8) Paralysis
- (9) End-stage Renal Failure
- (10) Stroke
- (11) Terminal Illness
- Covered Conditions eligible for <u>25%</u> of the Policy Face Amount
   (1) Coronary Bypass Surgery
  - (1) Coronary Bypass Surgery (2) Heart Valve Replacement/Repair Surgery
  - (3) Aortic Surgery
- Covered Condition eligible for <u>10%</u> of the Policy Face Amount
   (1) Angioplasty

## C. PAYMENT OF BENEFIT - EFFECT ON POLICY

When 100% of the Face Amount of the Policy is paid under the Rider, the Policy will end. When a benefit of less than 100% of the Face Amount is paid under the Rider, the following will occur: (1) the Face Amount of the Policy will be reduced by the amount of benefit paid under the Rider; (2) the premium for the Policy will be reduced to reflect that reduction; (3) these changes to the Policy will be effective as of the Eligibility Date of the Covered Condition supporting the benefit payment; and (4) the Rider will continue, but benefits for later Covered Conditions will be subject to the Rider's rules, including those for repeat occurrences of a Covered Condition stated below. The Eligibility Date is defined below.

#### D. GENERAL LIMITATIONS

#### Waiting Period - before benefits are payable

Benefits will be payable under the Rider for a Covered Condition, only if: (1) the Eligibility Date for that Covered Condition is 30 or more days after the Rider first goes into effect, or 30 days after the Rider is reinstated, whichever is later; and (2) the Policy and Rider are in force at the time that Covered Condition occurs. Otherwise, no benefits will be payable for that Covered Condition.

#### Requirements of Diagnosis

For proof of an occurrence of a Covered Condition, We must receive a Diagnosis of a Covered Condition by a Legally Qualified Physician, including documentation supported by clinical, radiological, histological and laboratory evidence of the Covered Condition. The proof of occurrence must be satisfactory to Us; and We may require, at our expense, an exam or further tests by a physician of our choice.

#### Repeat Occurrences of a Covered Condition

If less than 100% of the Face Amount of the Policy is payable for a Covered Condition, only one benefit will be payable for that Covered Condition even if there is a later occurrence of the same or a similar condition. A similar condition includes any Covered Condition eligible for the same percentage of the Policy Face Amount as a benefit.

The Rider (Form Series CCR-4-2010) the Policy contain additional limitations. This is a summary document and not part of your contract with Us. It is designed to assist you in understanding the Rider. In the event of a conflict between this summary and the Rider, the Rider will control. Please read the Policy and Rider. If you have any questions, contact your Agent or Us. The Rider is marketed under the Dearborn National<sup>™</sup> brand and the star logo and is underwritten by Colorado Bankers Life Insurance Company.

#### Major Heart Surgery Benefit Pre-conditions

No benefit is payable under the Rider for the following Covered Conditions - Coronary Bypass Surgery, Heart Valve Replacement/Repair Surgery, or Aortic Surgery – unless the following exists:

- A report from a consultant cardiologist, to include evidence of prior treatment using appropriate medication,
- Evidence of significant electrocardiogram (EKG) changes,
- Angiographic evidence of the underlying disease, and
- An unequivocal recommendation for the surgery from a consultant cardiologist.

#### • Claim Rules

#### Notice of Claim and Proof of Loss

We must be given written notice of claim for a Covered Condition within 30 days after the Eligibility Date for that Covered Condition or as soon as reasonably possible. Written proof of loss must be given to Us within 90 days after the Eligibility Date of the underlying Covered Condition, or as soon as reasonably possible, but never later than two years from the time the proof is required except as stated below or in cases of legal incapacity.

When We receive a notice of claim, We will send forms for filing proof of loss. If We do not furnish these forms within 15 days of the notice, the person making the claim will have fulfilled the requirements of the Rider for the filing of such proof upon sending Us written proof of the Covered Condition involved, the affected person, and the extent of the loss.

#### • Other Rules

- (1) No benefits will be payable for a Covered Condition if it results from any of the following:
  - (a) The misuse of alcohol or taking of drugs (other than under the direction of a registered medical practitioner other than the Primary Insured or a member of the Primary Insured's immediate family)
  - (b) Suicide prior to the Rider being in effect for two years, or injuries intentionally self-inflicted, whether sane or insane;
  - (c) Injury received during active participation in a riot, strike or civil commotion, or any act incidental thereto; or
  - (d) The Primary Insured's participation or attempting to participate in any illegal activity.
- (2) Also, no benefits will be payable if:
  - (a) The Policy has been assigned, unless the person to whom the Policy has been assigned consents to the payment; or
  - (b) An irrevocable beneficiary has been named under the Policy, unless all such irrevocable beneficiaries consent to the payment; or
  - (c) The person entitled to benefit is married and resides in a community property State or State with similar rules, unless the spouse of the person entitled to the benefit consents to the payment.

#### III. DEFINITIONS

#### A. ELIGIBILITY DATE

The Eligibility Date for a Covered Condition will be:

- For Advanced Alzheimer's Disease, Major Burns, Invasive Cancer, Heart Attack, Loss of Independent Living, Loss of Limbs, Paralysis, or Stroke, the Date of Diagnosis (as defined below) of the qualifying Covered Condition;
- (2) For Major Organ Transplant, the date the transplant surgery of a qualifying major organ takes place;
- (3) For End-stage Renal Failure, the earlier of the date regular dialysis begins or the date renal transplantation takes place;
- (4) For Terminal Illness, the Date of Diagnosis of the qualifying terminal illness; and
- (5) For Coronary Bypass Surgery, Heart Valve Replacement/Repair Surgery, Aortic Surgery or Angioplasty, the date qualifying surgery takes place.

#### **B. COVERED CONDITIONS**

- (1) <u>Advanced Alzheimer's Disease.</u> The Diagnosis, by a Legally Qualified Physician board-certified as a neurologist, that the Primary Insured has Advanced Alzheimer's Disease. The Primary Insured must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning such that the Primary Insured requires Substantial Assistance in performing at least 3 of the 6 Activities of Daily Living (as defined below). No other dementing organic brain disorders or psychiatric illnesses shall meet the definition of Advanced Alzheimer's Disease, nor will they be considered a Covered Condition.
- (2) <u>Major Burns.</u> The Diagnosis, by a Legally Qualified Physician board-certified as a plastic surgeon, that the Primary Insured has sustained third degree burns covering at least 20% of the surface area of the Primary Insured's body.
- (3) <u>Heart Attack.</u> An acute myocardial infarction resulting in the death of a portion of the Primary Insured's heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Legally Qualified Physician board-certified as a cardiologist and based on both:
  - New clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
  - Serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.
  - An established (old) myocardial infarction does not qualify under this Covered Condition.
- (4) <u>Invasive Cancer.</u> A malignant neoplasm experienced by the Primary Insured, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue,

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and which is not specifically otherwise excluded. Leukemias and lymphomas are included. The following are <u>not</u> considered Invasive Cancer:

- Pre-malignant lesions (such as intraepithelial neoplasia); or
- Benign tumors or polyps; or
- Early prostate cancer diagnosed as T1N0M0 or equivalent staging; or
- Cancer in Situ; or
- Any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic); or
- Any cancer which is non-life threatening.

Invasive Cancer must be diagnosed pursuant to a Pathological Diagnosis or Clinical Diagnosis.

- (5) Loss of Independent Living. The Diagnosis, by a Legally Qualified Physician board-certified in a specialty which is medically appropriate for the related condition, that the Primary Insured has been unable for at least 180 consecutive days to perform by him or herself without Substantial Assistance from another person at least 3 of the 6 Activities of Daily Living defined below. This inability must be expected to be permanent.
- (6) Loss of Limbs. The Diagnosis, by a Legally Qualified Physician board-certified as medically appropriate for this condition, of a total and irreversible severance of two or more of the Primary Insured's limbs from above the wrist or ankle joint as the result of an accident or medically required amputation.
- (7) <u>Major Organ Transplant.</u> The clinical evidence of the Primary Insured's major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Primary Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Primary Insured) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, pancreas-kidney or bone marrow. In order for a Major Organ Transplant to be a Covered Condition under the Rider, the Primary Insured must be registered by the United Network of Organ Sharing (UNOS).
- (8) <u>Paralysis.</u> The Primary Insured's complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Legally Qualified Physician board-certified as a neurologist.
- (9) <u>End-stage Renal Failure.</u> The chronic and irreversible failure of both of the Primary Insured's kidneys which requires him or her to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Legally Qualified Physician board-certified in nephrology.
- (10) <u>Stroke.</u> Any acute cerebrovascular accident experienced by the Primary Insured, producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be

permanent. Transient ischemic attack (mini-stroke), head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits are excluded. The Diagnosis must be made by a Legally Qualified Physician board-certified as a neurologist.

- (11) <u>Terminal Illness</u>. An advanced or rapidly progressing incurable disabling terminal illness where, based on our investigation, the Primary Insured's life expectancy is no greater than 12 months.
- (12) <u>Coronary Bypass Surgery.</u> The Primary Insured's actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Legally Qualified Physician board-certified as a cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures do not qualify under this Covered Condition.
- (13) <u>Heart Valve Replacement/Repair Surgery.</u> The Primary Insured's actual undergoing of open heart surgery to replace or repair one or more valves. The surgery must be deemed medically necessary and performed by a Legally Qualified Physician board-certified as a cardiologist or cardio-vascular surgeon.
- (14) <u>Aortic Surgery.</u> The Primary Insured's actual undergoing of surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. The surgery must be deemed medically necessary and performed by a Legally Qualified Physician board-certified as a cardiologist, cardio-vascular thoracic surgeon or vascular surgeon. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Traumatic injury of the aorta causing aortic surgery does not qualify under this Covered Condition.
- (15) <u>Angioplasty.</u> The Primary Insured's actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. A Legally Qualified Physician board-certified as a cardiologist must perform the procedure. Other surgical or non-surgical techniques such as laser relief or any other intraarterial procedures do not qualify under this Covered Condition.

## C. ACTIVITIES OF DAILY LIVING (ADLs)

Activities of Daily Living (ADLs) refer to certain basic daily tasks necessary to maintain a person's health and safety. For the Rider, ADLs are defined as the activities described below:

- <u>Transfer and mobility.</u> The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
- (2) <u>Continence.</u> The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- (3) **<u>Dressing</u>**. Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

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- (4) **Toileting.** Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
- (5) **Eating.** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- (6) **Bathing.** Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.

#### D. SUBSTANTIAL ASSISTANCE

**Substantial Assistance** means either Hands-on Assistance or Standby Assistance.

**Hands-on Assistance** means the physical assistance of another person without which the Primary Insured would be unable to perform the ADL.

**Stand-by Assistance** means the presence of another person within the Primary Insured's arm's reach, to prevent, by physical intervention, injury to the Primary Insured while he or she performs an ADL (such as being ready to catch the Primary Insured if he or she falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the Primary Insured's throat if he or she chokes while eating).

#### E. OTHER IMPORTANT DEFINITIONS

- (1) Legally Qualified Physician. A person other than: You, or the Primary Insured, or a member of their immediate family(s), or a business associate of You or the Primary Insured - who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The physician must be providing services within the scope of his or her license, and must be a board certified specialist where required under the Rider.
- (2) <u>Diagnosis.</u> The definitive establishment of a Covered Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Legally Qualified Physician who is a board certified specialist where required under the Rider.
- (3) **Face Amount.** This means either the Face Amount of the Policy or the Basic Death Benefit Amount covering the Primary Insured under the Policy, whichever is applicable.
- (4) <u>First Ever Diagnosis or Procedure.</u> This means a Diagnosis or procedure that is the first time ever in a Primary Insured's lifetime that he or she has undergone that specific procedure, or been diagnosed with that specific condition.

- (5) <u>Date of Diagnosis.</u> The date the Diagnosis is established by a Legally Qualified Physician, who is a board certified specialist where required under the Rider, through the use of clinical and/or laboratory findings as supported by the Primary Insured's medical records. For a procedure, it is the date the Primary Insured undergoes the procedure.
- (6) <u>Clinical Diagnosis.</u> A Diagnosis of Invasive Cancer based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of cancer only if the following conditions are met:
  - (a) A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
  - (b) There is medical evidence to support the Diagnosis; and
  - (c) A Legally Qualified Physician is treating the Primary Insured for Invasive Cancer.
- (7) <u>Pathological Diagnosis.</u> A Diagnosis of Invasive 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 Legally Qualified Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

## **IV. OTHER MATTERS**

- (1) There are no administrative expense charges required at any time under the Rider.
- (2) The Rider ends if the Policy ends.

### V. GENERIC ILLUSTRATION

Here is an example showing the effect of the payment of a 25% benefit for Aortic Surgery on the Policy's Death Benefit and Policy's premium:

\$50,000 Face Amount Policy

\$12,500 - equal to 25% of the Face amount - is paid under Rider

- The Death Benefit under Policy is reduced to \$37,500
- The Policy's current annual premium of \$520 reduces to \$395

Note: The premium reduction is not pro-rata because the Policy premium includes a \$20 policy fee which does not vary with the Face Amount and is not reduced.

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#### IF YOU HAVE ANY QUESTIONS, CALL US AT 800.367.7814, OR CONTACT YOUR AGENT.

(If this Summary is provided at the time of the application for the Critical Condition Rider product – please complete the acknowledgments below)

#### Applicant Statement:

I acknowledge that this document has been read to me, or that I have read this document, and I understand the information contained in this document.

Applicant's Signature

Date

Date

#### **Agent Statement:**

By signing, I certify that: (1) I have reviewed this document with the applicant; (2) I have provided a copy of this document to the applicant; and (3) I have made no statements that differ in any significant manner from this document.

Agent's Signature

Print Name of Agent

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