**PLEASE READ THIS POLICY CAREFULLY.** This Policy is a legal contract between the Insured (You or Your) and Assurity Life Insurance company (We, Us, Our or Assurity), a stock company. Terms that begin with capital letters are used as defined in this Policy or on the Policy Schedule, Page 3. The INDEX lists all such terms on Page 2.

We will pay the Proceeds of this Policy to the Insured if

- the Insured is diagnosed for the first time ever with one of the specified conditions or undergoes for the first time ever one of the specified procedures while this Policy is in force; and
- We receive due Proof of the Insured's claim; and
- all Policy provisions are met.

This Policy is Guaranteed Renewable to age 75. That means until the Policy and iversary after Your 75<sup>th</sup> birthday, as long as You pay Premiums, We cannot cancel or change Your Policy. We can change the Premium rates. Rates will not be changed more than once in every 12 month period. If We change rates, We must change rates for all Policies in Your class and only with approval from Your state's insurance commissioner. We will give You 31 days notice if We change Premium rates.

**<u>RIGHT TO CANCEL.</u>** You may examine and cancel this Policy within 30 days of delivery for a full Premium refund. To cancel this Policy, return it to Our Administrative Office or to the representative from whom it was purchased. Cancellation is effective on the date We receive the returned Policy at Our Administrative Office or the date it is received by the representative from whom it was purchased. When returned within 30 days of delivery, this Policy will be void from the Date of Issue and treated as if it had never been issued. We will refund the full Premium paid for this Policy.

**IMPACT ON TAXES OR GOVERNMENT PROGRAMS**. The Benefit Amount may or may not be taxable, depending on Your individual circumstances. Please consult Your tax advisor. The receipt of Benefits may adversely affect Your eligibility for Medicaid or other government benefits or entitlements.

**IMPORTANT NOTICE.** This Policy was issued based on the information provided in Your Application, a copy of which is attached to this Policy. Advise Us immediately if any of the information is incorrect. Incorrect information could result in denial of a claim or termination of this Policy.

Assurity Life Insurance Company has signed this Policy on the Date of Issue.

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President

Secretary

ASSURITY LIFE INSURANCE COMPANY Administrative Office Box 82533, 1526 K Street, Lincoln, Nebraska 68501-2533 • (800) 627–7212

#### CRITICAL ILLNESS INSURANCE POLICY NONPARTICIPATING - GUARANTEED RENEWABLE TO AGE 75

THIS IS NOT A MEDICARE SUPPLEMENT POLICY. THIS POLICY PROVIDES A BENEFIT FOR FIRST EVER OCCURRENCE OF ONE OF THE SPECIFIED CONDITIONS LISTED IN THIS POLICY AND IS NOT INTENDED TO COVER ANY SPECIFIC MEDICAL EXPENSE OR ANY CONDITION OR ILLNESS NOT LISTED. THE COMPANY RESERVES THE RIGHT TO CHANGE PREMIUMS ON A CLASS BASIS BY STATE.

AGENT NAME:	SHERRY T ASHE	Т
ADDRESS:	1996 NEWCOMER DRIVE	
	ANYTOWN, AS 12345	
	READ YOUR POLICY CAREFULL	Y!

TELEPHONE: (707) 194 - 9597

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## POLICY SCHEDULE

AS OF {June 15, 2004}

FORM	BENEFIT	MAXIMUM BENEFIT AMOUNT	ANNUAL PREMIUM	YEARS PAYABLE	MATURITY OR EXPIRATION DATE
CI 005	CRITICAL ILLNESS INSURANCE POLICY	\${50,000.00}	\${709.00}	{35}	{June 15, 2038}

SAL

INSURED: {John Doe}		POLICY NUMBER: {1234567890}			
OWNER: { }		INSURED'S AGE: {40} SEX: {Male}			
DATE OF ISSUE: {June 15, 2003}		POLICY CLASS: {Non –Tobacco}			
MAXIMUM BENEFIT AMOUNT: \${50,000.00}		POLICY FEE: \$50.00			
FIRST PREMIUM: \${ 759.00}		PREMIUM PERIOD: {12 Months}			
MODES OF PREMIUM PAYMENT AVAILABLE:	Annual Quarterly	\${ 759.00} Semi-Annual \${ 387.09} \${ 200.38} Monthly \${ 50.70}			

## YOUR POLICY

**Entire Contract.** The Entire Contract between You, the Owner, and Assurity includes this Policy (the contract of insurance), Your Application (the papers You signed to purchase this Policy), and any riders or endorsements We have attached to this Policy. We have attached a copy of Your Application to this Policy on the Date of Issue.

Your Policy is issued in return for

- the attached Application; and
- advance payment of the first Premium (see PREMIUMS, below).

**Date of Issue.** Your Policy is effective on the Date of Issue. The Policy Schedule, page 3, shows the Date of Issue for Your Policy.

Policy Termination. Your Policy will end on the earliest of the following:

- the date the Maximum Benefit Amount is paid; or
- the date the Grace Period expires for any Premium due and unpaid; or
- the date You request Policy Termination; or
- the date of Your death; or
- the date of the Policy anniversary following Your age 75,

**Contract Changes.** Only Our President, Vice Presidents or Secretary can change or waive the terms and conditions of Our contract. Changes must be in writing and signed by one of these officers. No sales agent or any other person has authority to do this. We cannot change Your Policy unless You agree in writing to the change.

The first Premium is due on the Date of Issue. Premiums will include Rider Premiums, if any. Premiums due after the first Premium are Renewal Premiums. We may change Renewal Premiums. The rules for doing this are on Page 1. Renewal Premiums are paid at the Premium Payment Interval. You can change this.

PREMIUMS

**Renewal.** Your Policy must be Renewed to keep its coverage in force without submitting further Evidence of Insurability. You Renew this Policy by paying all Renewal Premiums when due.

**Grace Period.** A Premium not paid on or before its Due Date may be paid in that Premium's Grace Period. The Grace Period begins on a Premium's Due Date and ends 31 days later. During the Grace Period, Your Policy stays in force. If You would otherwise qualify for a Benefit Amount during the Grace Period, the Benefit Amount remains payable. We will deduct any unpaid Premium from the Benefit Amount. If You do not pay a Premium by the end of its Grace Period, Your Policy will end for non-payment of Premium.

Reinstatement. If Your Policy ends for nonpayment of Premium, You can put it back in force if You

- apply for reinstatement within 2 years of the lapse; and
- pay all past due Premiums together with 6% interest, compounded annually from each Due Date; and
- provide Us satisfactory Evidence of Insurability. Evidence of Insurability is information about You that We use to determine whether or not to put Your Policy and any attached Rider(s) back in force.

No employee or agent of Ours is authorized to accept a Premium after lapse unless you complete a Reinstatement application.

The Effective Date of Reinstatement is the date We agree You are insurable. If We do not notify You otherwise, Your Policy will be Reinstated 45 days after We receive your application for Reinstatement and Premium due. All Policy terms and conditions in POLICY BENEFITS, page 5, will apply to the Reinstated Policy. You cannot reinstate Your Policy if You requested cancellation under the RIGHT TO CANCEL provision, Page 1.

## POLICY BENEFITS

While this Policy is in force, We will pay You the Benefit Amount provided the following conditions are met, and subject to the Limitations and Exclusions and other terms and conditions of this Policy.

- 1. You receive a First Ever Diagnosis or Procedure from a Legally Qualified Physician for
  - a. Invasive Cancer
  - b. Heart Attack
  - c. Stroke
  - d. Major Organ Transplant
  - e. End-Stage Renal Disease
  - f. Advanced Alzheimer's Disease
- g. Major Burns h. Paralvsis
- i. Coma
- j. Coronary Bypass Surgery
- k. Angioplasty
- I. Cancer in Situ

If a portion of the Maximum Benefit Amount is paid under this Policy, the Maximum Benefit Amount will be reduced by the amount paid, and the Premium will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new Premium. In no event will the payment(s) for any Critical Illness Covered Condition(s) exceed the Maximum Benefit Amount then in force. Receipt of Critical Illness Benefits may affect eligibility for Medicaid or other government benefits and entitlements.

- 2. If, within 90 days following the Policy Date of Issue or last Reinstatement date of this Policy, the Insured
  - receives a First Ever Diagnosis of having Invasive Cancer or Cancer in Situ; or
  - has exhibited any common or identifiable symptoms or medical problems which lead to a Diagnosis of Invasive Cancer or Cancer in Situ and would cause an ordinary prudent person to seek medical advice or treatment

We will pay a reduced percentage of the Maximum Benefit Amount. The percentage payable will be

- 10% of the Maximum Benefit Amount for Invasive Cancer; or
- 2.5% of the Maximum Benefit Amount for Cancer in Situ.

In the event a Benefit is paid for invasive Cancer or Cancer in Situ within the first 90 days following the Policy Date of Issue or last Reinstatement date, the Policy will end.

**Maximum Benefit Amount.** The maximum amount that can be paid under this Policy is the Maximum Benefit Amount. The Maximum Benefit Amount is shown on the Policy Schedule, Page 3. The Maximum Benefit Amount will be reduced by any benefit previously paid under this Policy.

**Benefit Amount Payable.** Listed below is the percentage of the Maximum Benefit Amount that is payable for each Critical Illness Covered Condition or Procedure defined in this Policy. These amounts are payable only upon the First Ever Diagnosis or Procedure for a Critical Illness Covered Condition.

	Percentage of Maximum
Critical Illness Covered Condition	Benefit Payable
a. Invasive Cancer	100%
b. Heart Attack	100%
c. Stroke	100%
<ul> <li>Major Organ Transplant</li> </ul>	100%
e. End-Stage Renal Disease	100%
f. Advanced Alzheimer's	100%
g. Major Burns	100%
h. Paralysis	100%
i. Coma	100%
j. Coronary Bypass Surgery	25%
k. Cancer in Situ	25%
I. Angioplasty	10%

**Return of Premium upon Death of Insured.** If the Insured dies while this Policy is in force, We will return to the Owner, or to the Owner's Beneficiary if the Owner is deceased or to the Owner's estate if there is no Beneficiary, 100% of all Premiums paid for this Policy, less any benefits paid under this Policy or its attached Riders (except for the Spouse Rider if the Spouse Rider conversion option is exercised). The Premiums to be returned will be calculated without interest and after all pending claims have been settled. If the sum of all Benefits paid under the Policy and applicable Riders is equal to or greater than the sum of the Premiums paid, there will be no return of Premium(s).

## DEFINITIONS OF SPECIFIED COVERED CONDITIONS OR PROCEDURES

**Invasive Cancer.** A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not 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).

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

**Cancer in Situ.** A Diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue. Cancer in Situ includes

- early prostate cancer diagnosed as 71N0M0 or equivalent staging; and
- melanoma not invading the dermis.

Cancer in Situ does not include

- other skin malignancies; (or
- pre-malignant lesions (such as intraepithelial neoplasia); or
- benign tumors or polyps.

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

**Heart Attack.** An Acute Myocardial Infarction resulting in the death of a portion of the 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 in Cardiology 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.

Established (old) Myocardial Infarction is excluded.

**Stroke.** Any acute cerebrovascular accident 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 in Neurology.

**Major Organ Transplant.** The clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the 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 the Major Organ Transplant to be covered under this Policy, the Insured must be registered by the United Network of Organ Sharing (UNOS).

**End-Stage Renal Failure.** The chronic and irreversible failure of both of Your kidneys which requires You to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Legally Qualified Physician board certified in Nephrology.

**Coronary Bypass Surgery.** The 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 cardiothoracic surgeon. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

**Angioplasty.** The 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 in Cardiology must perform the Procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

Advanced Alzheimer's Disease. A progressive degenerative disease of the brain. In order to meet the definition of Advanced Alzheimer's Disease, the Diagnosis must be supported by medical evidence that the Insured exhibits the loss of intellectual capacity resulting in impairment of memory and judgment. This impairment results in a significant reduction in mental and social functioning, such that the Insured requires permanent daily personal supervision and is unable to perform independently three or more of the following activities of daily living: transferring (moving in or out of a bed or chair), dressing, bathing, feeding, toileting, and continence. No other dementing organic brain disorders or psychiatric illnesses shall meet the definition of Alzheimer's Disease, nor will they be considered a Critical Illness Covered Condition. In order for Advanced Alzheimer's Disease to be covered under this Policy, the Legally Qualified Physician making the Diagnosis of Advanced Alzheimer's Disease must be a board certified neurologist.

**Major Burns.** The diagnosis, by a Legally Qualified Physician board certified as a Plastic Surgeon, that You have sustained third degree burns covering at least 20% of the surface area of Your body.

**Paralysis.** The 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.

**Coma.** The diagnosis, by a Legally Qualified Physician board certified as a Neurologist, that You are in a state of unconsciousness from which You cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours.

## **OTHER DEFINITIONS**

**Legally Qualified Physician.** A person, other than the Insured or the Owner, a member of the Insured's or the Owner's immediate family, or a business associate of the Insured or Owner, 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 this Policy.

**First Ever Diagnosis or Procedure.** This diagnosis or procedure is the first time ever in his/her lifetime that the Insured has undergone that specific Procedure included in the Critical Illness Covered Procedures, or been diagnosed with that specific condition included as a Critical Illness Covered Condition.

**Date of Diagnosis.** The date the Diagnosis is established by a Legally Qualified Physician, who is a board certified specialist where required under this Policy, through the use of clinical and/or laboratory findings as supported by the Insured's medical records. For a Procedure, it is the date the Insured undergoes the Procedure.

**Diagnosis.** The definitive establishment of the Critical Illness 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 this Policy.

**Clinical Diagnosis.** A Diagnosis of Invasive Cancer or Cancer in Situ 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 Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- there is medical evidence to support the Diagnosis; and
- a Legally Qualified Physician is treating the Insured for Invasive Cancer and/or Cancer in Situ.

**Pathological Diagnosis.** A Diagnosis of Invasive Cancer or Cancer in Situ 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.

#### LIMITATIONS AND EXCLUSIONS

We will not pay Benefits for a Specified Covered Condition or Procedure resulting from any of the following:

- Your participating in or attempting to commit a felony;
- Your engaging in an illegal occupation;
- Your intentionally causing a self-inflicted injury;
- Your committing or attempting to commit suicide, whether sane or insane;
- Your involvement in any period of armed conflict, whether declared of not.

# CLAIM PROCEDURE

**Notice of Claim.** You should give Us notice that You have a claim in writing. Unless it's not possible, You should give Us notice as soon as reasonably possible after the date of the First Ever Diagnosis or Procedure. Your notice should include Your name and Policy Number. Notice should be given to the Administrative Office.

**Proof of Loss**. Once You give Us Notice of Claim, We will send claim forms. These are called Proof of Loss. If We do not send these within 15 days of Your Notice of Claim. Your written statement will be accepted. Proof of Loss is due within 120 days after the First Ever Diagnosis or Procedure. If You cannot meet this deadline, You must submit Proof as soon as possible. We will not reduce or deny Benefits because Proof is late. However, You must give Us Proof within 12 months after the First Ever Diagnosis or Procedure unless You lack legal capacity.

**Timely Payment of Claim**. The Benefit Amount payable under this Policy will be paid promptly after We receive Notice and satisfactory Proof of Loss. We only need to pay the Benefit Amount once if We pay it in good faith.

**Physical Examination**. We have the right to have You examined as often as is reasonably necessary while Your claim is pending. The exam will be at Our expense and by a physician of Our choice.

## **INSURED, OWNERSHIP, BENEFICIARY & ASSIGNMENT**

**Insured/Owner.** You are the Insured and Owner of this Policy. Every transaction relating to this Policy will be between You and Us.

**Ownership.** This Policy belongs to the Owner. All Policy rights may be exercised by the Owner. Ownership of this Policy may be transferred only by written request filed with Us in Lincoln, Nebraska. The transfer of Ownership shall be effective on the date the written request was signed. All transfers will be subject to any action taken by Us prior to receipt of the written request. We will have no liability for Our actions or omissions made in good faith relating to any transfer of Ownership.

**Beneficiary.** The Beneficiary is the person(s) You named in the Application, or by later designation, to receive the Benefit Amount, if any, if You die before the Benefit Amount is paid. If no Beneficiary is named, the Benefit Amount will be paid to Your estate.

Change of Beneficiary. You may change the Beneficiary(s) by

- completing and signing a form provided by Us for changing a Beneficiary; and
- returning the form to Our Administrative Office for Our written acknowledgment.

When We furnish You with written acknowledgment of the change of Beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payment made or action taken prior to Our written acknowledgment of the Beneficiary change. **Assignment.** You can transfer, or Assign, some or all of Your Policy rights to someone else by making a contract with that person, the Assignee. We are not responsible for the validity of any assignment of this Policy, nor are We bound by any Assignment until We receive a copy of the Assignment at Our Administrative Office.

#### **GENERAL PROVISIONS**

**Time Limit on Certain Defenses.** After two years from the Policy Date of Issue or Effective Date of Reinstatement, only fraudulent misstatements in the Application will be used to void the Policy.

**Application Statements.** No statement will void this Policy or be used to defend a claim unless You made the statement in Your Application. We can only use Application Statements if We attach a copy of Your Application to this Policy on the Date of Issue. State law requires Us to inform You that the statements You make in Your Application are deemed Representations and not Warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as Warranties, We could cancel Your Policy for any inaccuracy – even an honest mistake. Therefore, We regard the statements made in Your Application as Representations, not as Warranties.

**Misstatement of Age or Sex.** If Your age or sex is misstated in the Application, We will revise the Benefit Amount to the amount the Premium paid would have purchased for the correct age or sex using Our published rates in effect on the Date of Issue. If no Policy would have been issued at the corrected age, our liability is limited to a refund of the Premiums paid and the Policy will be void from issue.

**Nonparticipating Policy.** Your Policy is a Nonparticipating Policy, which means it does not participate, or share, in Assurity's earnings. Shares in company earnings are commonly called Dividends. Dividends will not be paid under Your Policy.

**Legal Actions.** No legal action may be brought to recover on the Policy within 60 days after written Notice of Claim and Proof of Loss has been given as required by this Policy. No action may be brought after three years from the time written Notice of Claim and Proof of Loss has been given.

**Conformity with State Statutes.** Any provision of this Policy which on its effective date is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

Time Periods. All Time Periods begin and end at 12:01 a.m. in the time zone of Your permanent address.

## ASSURITY LIFE INSURANCE COMPANY

#### CRITICAL ILLNESS INSURANCE POLICY NONPARTICIPATING - GUARANTEED RENEWABLE TO AGE 75 CI 005

# **READ YOUR POLICY CAREFULLY!**