

**CANCER PLAN - LEVEL**



METROPOLITAN LIFE INSURANCE COMPANY  
NEW YORK, NEW YORK

**Certificate Rider**

**Group Policy No.:** 0229751

**Policyholder:** Jones Companies, LLC.

**Rider Effective Date:** See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife

The Certificate is changed as follows:

1. Step 4 of Filing A Claim provision in the Claims section of the Certificate is deleted and replaced with the following:

Proof must be provided to Us not later than 90 days after the date of the loss. If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible, but in no event, other than in the absence of the legal capacity of the claimant, later than 12 months from the date proof is otherwise required.

2. The 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of the Payment of Benefits provision in the Claims Section of the Certificate are deleted and replaced with the following:

When We receive the claim form and Proof We will review the claim and, if We approve it, We will pay benefits, subject to the terms and provisions of this Certificate and the Group Policy. Benefits will be paid within twenty-five (25) days after Our receipt of a clean claim submitted electronically, and will be paid within thirty-five (35) days after Our receipt of a clean claim submitted in paper format, subject to the terms and provisions of this Certificate and the Group Policy. For purposes of this provision, a "clean claim" means a claim for benefits under the Certificate that requires no further information, adjustment or alteration by You or by a Physician in order for Us to process and pay it. A clean claim does not include:

- claims which are submitted fraudulently or that are based upon material misrepresentations; and
- claims that require information essential to Us to administer pre-existing condition provisions.

Errors attributable to Us, such as system errors, do not change the clean claim status.

If We do not deny payment of benefits under this Certificate by the end of the respective 25 day or 35 day period for clean claims, and such benefits remain due and payable to You, interest will accrue on the amount of such benefits at the rate of 3 percent per month until such benefits are finally settled. If We do not pay such benefits to You when due and payable, You may bring action to recover such benefits and any interest which has accrued with respect to such benefits and any other damages which may be allowed by law. Under Mississippi law, in the event that a determination is made that a failure to pay benefits constitutes bad faith, as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, You may be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid.

**This Certificate Rider is part of Your Certificate. Please keep it with Your Certificate.**



**METROPOLITAN LIFE INSURANCE COMPANY  
NEW YORK, NEW YORK**

**CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company (“MetLife”), a stock company, certifies that You and Your Dependents are insured for the benefits described in this Certificate, subject to the provisions of this Certificate. This Certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

The Group Policy is a contract between MetLife and the Group Policyholder. It may be changed or ended without Your consent or notice to You.

Group Policyholder:	Jones Companies, LLC.
Group Policy Number:	0229751
Employee Name:	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
Employee Number:	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
Effective Date of Insurance:	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
MetLife Contact Information:	1-800-GET-MET8

We have issued this Certificate to You in consideration of the payment of the Contribution and the statements made in Your Enrollment Form. Your Enrollment Form is part of Your Certificate.

**Notice to Buyer: This is a critical illness insurance Certificate. Subject to the provisions of this Certificate, including limitations, exclusions and submission of Proof of a Covered Condition, this Certificate provides a limited benefit in the event You are Diagnosed with certain specified diseases. Benefits provided are a supplement, and not a substitute for, Medical Coverage. You should have Medical Coverage when You enroll for this insurance.**

**GUARANTEED RENEWABLE**

Your coverage under this Certificate is guaranteed renewable. This means that although MetLife reserves the right to change any or all premium rates as provided in the group policy, MetLife cannot end Your coverage under this Certificate except for reasons stated in this Certificate.

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## SCHEDULE OF INSURANCE

This schedule shows the benefits that You have selected under the Group Policy. You and Your Dependents will only be insured for benefits:

- for which You and Your Dependents become and remain eligible; and
- which are in effect under the Group Policy and this Certificate.

### **BENEFIT AMOUNT**

For You	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
For Your Spouse	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
For Your Dependent Child	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife

### **TOTAL BENEFIT AMOUNT**

For You	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
For Your Spouse	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
For Your Dependent Child	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife

### **\*BENEFIT REDUCTION DUE TO AGE**

#### **The Benefit Amount for You is reduced to:**

See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife

#### **The Total Benefit Amount for You is reduced to:**

See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife

#### **The Benefit Amount for Your Spouse is reduced to:**

See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife

#### **The Total Benefit Amount for Your Spouse is reduced to:**

See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife

\*Please see the *Benefit Reduction Due to Age* provision.

**SCHEDULE OF INSURANCE (continued)**

**BENEFITS FOR COVERED CONDITIONS**

Covered Condition	Initial Benefit	Recurrence Benefit
Full Benefit Cancer	100% of Benefit Amount	50% of Benefit Amount
Partial Benefit Cancer	25% of Benefit Amount	12.50% of Benefit Amount

**IMPORTANT NOTE:** This Certificate contains certain Proof requirements, exclusions, limitations and other provisions that may reduce benefits or prevent a Covered Person from receiving any benefits under this Certificate. PLEASE READ YOUR ENTIRE CERTIFICATE CAREFULLY.

## DEFINITIONS

As used in this Certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Group Policyholder's place of business;
- an alternate place approved by the Group Policyholder; or
- a place to which the Group Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Group Policyholder approved vacations, holidays or temporary business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Benefit Amount** means the amount We use to determine the benefit payable for a Covered Condition.

**Benefit Increase** means a simultaneous increase in both the Benefit Amount and Total Benefit Amount.

**Benefit Suspension Period** means the 180 day period following the date a Covered Condition, for which this Certificate pays a benefit, Occurs with respect to a Covered Person.

**Board Certified** means a Physician has received certification in the appropriate medical specialty by a member board of the American Board of Medical Specialties.

**Certificate** means this Certificate including any riders attached to it.



## **DEFINITIONS (continued)**

**Clinical Diagnosis** means a Diagnosis of Partial Benefit Cancer or Full Benefit Cancer based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Partial Benefit Cancer or Full Benefit Cancer only if the following conditions are met:

- under generally accepted medical standards, a pathological Diagnosis cannot be made because it would be medically inappropriate or life-threatening;
- medical diagnostic testing supports the Diagnosis; and
- a Physician who is a Board Certified oncologist is treating the Covered Person for Partial Benefit Cancer or Full Benefit Cancer.

**Contribution** means the amount You must pay towards the total premium charged by Us for insurance under this Certificate.

**Covered Condition** means the following, as they are defined in this Certificate:

- Full Benefit Cancer; or
- Partial Benefit Cancer.

**Covered Person** means You and, if insured under the Group Policy for the insurance described in this Certificate, Your Dependents.

**Dependent** means Your Spouse and/or Dependent Child.

## **DEFINITIONS (continued)**

**Dependent Child** means the following:

Your biological, adopted, or step child who is under age 26.

The term does not include an unborn or stillborn child, or any person who;

- is serving in the armed forces, or any auxiliary units of the armed forces, of any country;
- lives outside of the United States for more than 12 consecutive months; or
- is insured under the Group Policy as an employee.

A person cannot be insured as a Dependent Child of more than one employee under the Group Policy. Your adopted child will not be a Dependent Child prior to the date the child is placed in Your home for adoption.

**Dependent Insurance** means insurance under this Certificate for Your Dependents.

**Diagnosis** means the establishment of a Covered Condition by a Physician through the use of clinical and/or laboratory findings.

**Diagnose** means the act of making a Diagnosis.

## **DEFINITIONS (continued)**

**Enrollment Form** means the Written form provided by Us that You use to enroll for insurance under the Group Policy, including any amendments thereto.

**First Occurs** or **First Occurrence** means, with respect to:

- Full Benefit Cancer, the first time after a Covered Person initially becomes insured under the Group Policy that such Covered Condition Occurs;
- Full Benefit Cancer, after an Occurrence of Full Benefit Cancer while the Covered Person is insured under the Group Policy, an Occurrence of a Separate and Unrelated Full Benefit Cancer;
- Partial Benefit Cancer, the first time after a Covered Person initially becomes insured under the Group Policy that such Covered Condition Occurs; or
- Partial Benefit Cancer, after an Occurrence of Partial Benefit Cancer while the Covered Person is insured under the Group Policy, an Occurrence of a Separate and Unrelated Partial Benefit Cancer.

## DEFINITIONS (continued)

**Full Benefit Cancer** means the presence of one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue provided that a Physician who is Board Certified in the medical specialty that is appropriate for the type of cancer involved has determined that:

- Surgery, radiotherapy, or chemotherapy is medically necessary;
- there is metastasis; or
- the patient has terminal cancer, is expected to die within 24 months or less from the date of Diagnosis and will not benefit from, or has exhausted, curative therapy.

**Full-Time** means Active Work on the Group Policyholder's regular work schedule for the class of employees to which You belong. The work schedule must be at least 30 hours per week.

**Group Policy** means the policy of insurance issued by Us to the Group Policyholder under which this Certificate is issued.

**Group Policyholder** means the employer named on the first page of this Certificate.

**Hospital** means a short-term, acute care, general facility which:

- is primarily engaged in providing, by or under the continuous supervision of Physicians, to inpatients, diagnostic services and therapeutic services for Diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine and major surgery;
- has a requirement that every patient must be under the care of a Physician or dentist;
- provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- is duly licensed by the agency responsible for licensing such Hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitative care.

**Hospitalized** means:

- admission for inpatient care in a Hospital;
- receipt of care in a hospice facility, an intermediate care facility or a long-term care facility; or
- receipt of the following treatment, wherever performed:
  - chemotherapy;
  - radiation therapy; or
  - dialysis.

**Initial Benefit** means the benefit, as specified in the Schedule of Insurance, that We will pay for a Covered Condition that First Occurs while coverage is in effect under this Certificate.

## DEFINITIONS (continued)

**Maximum Benefit Amount** means the maximum amount of benefits for which an individual in an eligible class can apply under the Group Policy.

**Medical Coverage** means coverage under Medicare or an insurance policy, health maintenance organization contract, or employer's plan of self-insurance providing benefits for hospital, surgical and medical expenses or treatment. Medical Coverage does not include Medicaid.

**Occurs or Occurrence** means:

- with respect to Full Benefit Cancer or Partial Benefit Cancer that the Covered Person:
  1. experiences such Covered Condition; and
  2. is Diagnosed with such Covered Condition.

**Partial Benefit Cancer** means one of the following conditions that meets the TNM Staging classification and other qualifications specified below:

- carcinoma in situ classified as TisN0M0, provided that Surgery, radiotherapy or chemotherapy has been determined to be medically necessary by a Physician who is Board Certified in the medical specialty that is appropriate for the type of carcinoma in situ involved;
- malignant tumors classified as T1N0M0 or greater which are treated by endoscopic procedures alone;
- malignant melanomas classified as T1N0M0, for which a pathology report shows maximum thickness less than or equal to 0.75 millimeters using the Breslow method of determining tumor thickness; and
- tumors of the prostate classified as T1bN0M0, or T1cN0M0, provided that they are treated with a radical prostatectomy or external beam radiotherapy.

## **DEFINITIONS (continued)**

**Physician** means an individual who has received a degree of doctor of medicine (M.D.), or doctor of osteopathy (D.O.), and is acting within the scope of a valid license issued in the United States to Diagnose a Covered Condition or to perform the services required for a Covered Condition for which a claim is made. A Physician is not:

- You,
- Your Spouse or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or step-child;
- anyone with whom You share a business interest; or
- Your employee.

**Practitioner of the Healing Arts** means any person who holds a valid license in the United States to engage in the diagnosis or treatment of disease or any ailment of the human body.

**Proof** means Written evidence satisfactory to Us that a claimant has satisfied the conditions and requirements for any benefit described in this Certificate. When a claim is made for any benefit described in this Certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Except as provided in the Examination provision of this Certificate, Proof must be provided at the claimant's expense.

**Recur or Recurrence** means:

- with respect to Full Benefit Cancer, an Occurrence of Full Benefit Cancer that Occurs after an Initial Benefit was paid for a First Occurrence of that same Full Benefit Cancer.
- with respect to Partial Benefit Cancer, an Occurrence of Partial Benefit Cancer that Occurs after an Initial Benefit was paid for a First Occurrence of that same Partial Benefit Cancer.

## DEFINITIONS (continued)

**Separate & Unrelated** means a Full Benefit Cancer or a Partial Benefit Cancer that is:

- not a metastasis of a previously Diagnosed Full Benefit Cancer; and
- distinct from any previously Diagnosed Full Benefit Cancer or Partial Benefit Cancer.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record. The signature may be transmitted by paper or electronic media, provided it is consistent with applicable law.

**Spouse** means Your lawful spouse. The term does not include any person who:

- is serving in the armed forces, or auxiliary units of the armed forces, of any country;
- lives outside the United States for more than 12 consecutive months; or
- is insured under the Group Policy as an employee.

**Supplemental Benefit(s)** are the following:

- Health Screening Benefit.

**Surgery** means a procedure performed by a Physician involving the cutting of the Covered Person's skin or tissue that in and of itself is intended to be curative or palliative. Surgery does not include endoscopic procedures.

**TNM Staging** means the classification standards for cancer developed by the American Joint Committee on Cancer.

**Total Benefit Amount** means the maximum aggregate amount, as specified in the Schedule of Insurance, that We will pay for any and all Covered Conditions combined, per Covered Person, per lifetime, as provided under this Certificate. The Total Benefit Amount does not include Supplemental Benefits.

**United States** means the United States of America, its territories and its possessions.

**We, Us** and **Our** mean Metropolitan Life Insurance Company.

**Write, Written** or **Writing** means a record that may be transmitted by paper or electronic media, and that is consistent with applicable law.

**You** and **Your** means an employee who is insured under the Group Policy for the insurance described in this Certificate.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

### **ELIGIBLE CLASS**

#### **CLASS 1**

All Active Full-Time Employees.

### **DATE YOU ARE ELIGIBLE FOR INSURANCE**

You may only become eligible for the insurance available for Your eligible class.

If You are in an eligible class on the date insurance becomes available for the class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

If You enter an eligible class after the date insurance becomes available to members of that class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

### **ENROLLMENT PROCESS**

If You are eligible for insurance, You may enroll for such insurance by completing the required form. You must also provide Written permission to deduct Contributions from Your pay for such insurance, if You are required to make such Contributions.

### **DATE YOUR INSURANCE TAKES EFFECT**

Provided that You are Actively at Work in an eligible class, insurance under this Certificate will take effect for You on the Effective Date shown on the first page of this Certificate.

If You are not Actively at Work in an eligible class on the date insurance would otherwise take effect under the above paragraph, insurance will take effect on the date You return to Active Work in an eligible class.

### **BENEFIT INCREASES**

If You are insured under this Certificate at the time a Benefit Increase is offered for Your eligible class, You will be eligible for the Benefit Increase if You have not already attained the Maximum Benefit Amount. You may complete the form required to elect the Benefit Increase. If You do, provided that You are Actively at Work in an eligible class, the Benefit Increase will take effect for You on the later of:

- the date it is scheduled to go into effect for Your eligible class; and
- the date You complete the form required to elect the Benefit Increase.

If You are not Actively at Work in an eligible class on the date the Benefit Increase would otherwise take effect under the above paragraph, Your Benefit Increase will take effect on the date You return to Active Work in a class that is eligible for the Benefit Increase.



## **ELIGIBILITY PROVISIONS: DEPENDENT INSURANCE**

### **ELIGIBLE CLASSES FOR DEPENDENT INSURANCE**

All Class 1 employees of the Group Policyholder as specified in the Eligibility Provisions: Insurance For You section of this Certificate are eligible for Dependent Insurance.

### **DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE**

If You are in a class of employees who are eligible for Dependent Insurance on the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date Your insurance takes effect; and
- the date an individual becomes Your first Dependent.

If You enter a class of employees who are eligible for Dependent Insurance after the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date You enter a class eligible for Dependent Insurance; and
- the date an individual becomes Your first Dependent.

### **ENROLLMENT PROCESS**

Except as provided in the Newborn Children provision, if You become eligible for Dependent Insurance, You may enroll for such insurance by providing Us with the information We require for each Dependent to be insured. You must also provide Written permission to deduct Contributions from Your pay for Dependent Insurance, if You are required to make such Contributions.

## **ELIGIBILITY PROVISIONS: DEPENDENT INSURANCE (CONTINUED)**

### **DATE DEPENDENT INSURANCE TAKES EFFECT**

Except as provided in the Newborn Children provision, Dependent Insurance for a Dependent will take effect on the later of the date You are eligible for Dependent Insurance and the date the Dependent becomes Your Dependent, provided that on that date the Dependent meets the following requirements:

- the Dependent is not confined at home under a Physician's care;
- the Dependent is not receiving or applying to receiving disability benefits from any source; and
- the Dependent is not Hospitalized.

Except as provided in the Newborn Children provision, if a Dependent does not meet these requirements on the date insurance for such Dependent would otherwise take effect, insurance for the Dependent will take effect on the date the Dependent is no longer:

- confined at home under a Physician's care;
- receiving or applying to receiving disability benefits from any source; or
- Hospitalized.

Once Dependent Insurance is in effect for at least one Dependent Child, any additional child who becomes Your Dependent Child will be insured from the date the child becomes Your Dependent Child. You do not need to enroll such additional Dependent Children for them to become insured for Dependent Insurance.

### **NEWBORN CHILDREN**

A Dependent Child born to You while insurance is in effect under this Certificate will be covered for 31 days from the moment of such Dependent Child's birth. To continue coverage beyond the first 31 days You must notify Us of the child's birth and give Written permission to deduct Contributions from Your pay for Dependent Insurance for the newborn child.

### **BENEFIT INCREASES**

If a Dependent is insured under this Certificate at the time a Benefit Increase is offered for Your eligible class, You may complete the form required to elect the Benefit Increase. If You do, the Benefit Increase will take effect for that Dependent on the later of the date it is scheduled to go into effect for Your eligible class and the date You complete the form required to elect the Benefit Increase provided that on that date the Dependent meets the following requirements:

- the Dependent is not confined at home under a Physician's care;
- the Dependent is not receiving or applying to receiving disability benefits from any source; and
- the Dependent is not Hospitalized.

If a Dependent does not meet these requirements on that date, the Benefit Increase will take effect on the date the Dependent is no longer:

- confined at home under a Physician's care;
- receiving or applying to receiving disability benefits from any source; or
- Hospitalized.

### **CRITICAL ILLNESS BENEFITS FOR FULL BENEFIT CANCER**

If the following Covered Condition First Occurs for a Covered Person, while such Covered Person is insured under this Certificate, Proof of the Covered Condition must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the benefit described below for such Covered Condition, provided, however, that We will never pay more with respect to any Covered Person than the Total Benefit Amount shown in the Schedule of Insurance.

**100% of the Benefit Amount** is payable for the following Covered Condition that First Occurs for a Covered Person while such Covered Person is insured under this Certificate:

1. Full Benefit Cancer.

Payment of this benefit reduces the Total Benefit Amount. See the *Reduction on Account of Prior Claims Paid* provision.

### **CRITICAL ILLNESS BENEFITS FOR PARTIAL BENEFIT CANCER**

If the following Covered Condition First Occurs for a Covered Person, while such Covered Person is insured under this Certificate, Proof of the Covered Condition must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the benefit described below for such Covered Condition, provided, however, that We will never pay more with respect to any Covered Person than the Total Benefit Amount shown in the Schedule of Insurance.

**25% of the Benefit Amount** is payable for the following Covered Condition that First Occurs for a Covered Person while such Covered Person is insured under this Certificate:

1. Partial Benefit Cancer.

Payment of this benefit will reduce the Total Benefit Amount. See the *Reduction on Account of Prior Claims Paid* provision.

## **RECURRENCE BENEFIT**

We will pay the Recurrence Benefit shown in the Schedule of Insurance for a Recurrence subject to the following limitations:

- We will not pay a Recurrence Benefit for a Covered Condition that Recurs during a Benefit Suspension Period; and
- We will not pay a Recurrence Benefit for either a Full Benefit Cancer or a Partial Benefit Cancer unless the Covered Person has not, for a period of 180 days, had symptoms of or been treated for the Full Benefit Cancer or Partial Benefit Cancer for which We paid an Initial Benefit.

Payment of this benefit will reduce the Total Benefit Amount. See the *Reduction on Account of Prior Claims Paid* provision.

## **REDUCTION ON ACCOUNT OF PRIOR CLAIMS PAID**

We will reduce what We pay for a claim so that the amount We pay, when combined with amounts for all claims We have previously paid for the same Covered Person, does not exceed the Total Benefit Amount that was in effect for that Covered Person on the date of the most recent Covered Condition. This provision does not apply to claim payments for Supplemental Benefits.

## SUPPLEMENTAL BENEFITS

### HEALTH SCREENING BENEFIT

If a Covered Person takes one of the screening/prevention measures listed below while such Covered Person is insured under this Certificate, We will pay a Health Screening Benefit upon submission of Proof that such measure was taken. When We receive such Proof, We will review it, and if We approve the claim, We will pay a Health Screening Benefit of \$50.

The screening/prevention measures for which a Health Screening Benefit may be paid are:

- annual physical exam;
- biopsies for cancer;
- blood test to determine total cholesterol;
- blood test to determine triglycerides;
- bone marrow testing;
- breast MRI;
- breast ultrasound;
- breast sonogram;
- cancer antigen 15-3 blood test for breast cancer (CA 15-3);
- cancer antigen 125 blood test for ovarian cancer (CA 125);
- carcinoembryonic antigen blood test for colon cancer (CEA);
- carotid doppler;
- chest x-rays;
- clinical testicular exam;
- colonoscopy;
- digital rectal exam (DRE);
- Doppler screening for cancer;
- Doppler screening for peripheral vascular disease;
- echocardiogram;
- electrocardiogram (EKG);
- endoscopy;
- fasting blood glucose test;
- fasting plasma glucose test;
- flexible sigmoidoscopy;
- hemoccult stool specimen;
- hemoglobin A1C;
- human papillomavirus (HPV) vaccination;
- lipid panel;
- mammogram;
- oral cancer screening;
- pap smears or thin prep pap test;
- prostate-specific antigen (PSA) test;
- serum cholesterol test to determine LDL or HDL levels;
- serum protein electrophoresis;
- skin cancer biopsy;
- skin cancer screening;
- skin exam;
- stress test on bicycle or treadmill;
- successful completion of smoking cessation program;
- tests for sexually transmitted infections (STIs);
- thermography;
- two hour post-load plasma glucose test;
- ultrasounds for cancer detection;
- ultrasound screening of the abdominal aorta for abdominal aortic aneurysms; or
- virtual colonoscopy.

We will only pay one Health Screening Benefit per Covered Person per calendar year.

Payment of this benefit will not reduce the Total Benefit Amount.

## EXCLUSIONS THAT APPLY TO SPECIFIC COVERED CONDITIONS

### FULL BENEFIT CANCER

We will not pay benefits for a Diagnosis of Full Benefit Cancer for:

- any condition that is Partial Benefit Cancer;
- any benign tumor, dysplasia, intraepithelial neoplasia or pre-malignant growth;
- any papillary tumor of the bladder classified as Ta under TNM Staging;
- any tumor of the prostate classified as T1N0M0 under TNM Staging;
- any papillary tumor of the thyroid that is classified as T1N0M0 or less under TNM Staging and is one centimeter or less in diameter unless there is metastasis;
- any cancer in the presence of human immuno-deficiency virus (HIV) for which there is a known increased risk due to the presence of Acquired Immune Deficiency Syndrome (AIDS) or the presence of HIV;
- any non-melanoma skin cancer unless there is metastasis; or
- any malignant tumor classified as less than T1N0M0 under TNM Staging.

### PARTIAL BENEFIT CANCER

We will not pay benefits for a Diagnosis of Partial Benefit Cancer for:

- any benign tumor, dysplasia, intraepithelial neoplasia or pre-malignant growth;
- any papillary tumor of the bladder classified as Ta under TNM Staging;
- any tumor of the prostate classified as T1aN0M0 under TNM Staging;
- any papillary tumor of the thyroid that is classified as T1N0M0 or less under TNM Staging and is one centimeter or less in diameter;
- any cancer in the presence of human immuno-deficiency virus (HIV) for which there is a known increased risk due to the presence of Acquired Immune Deficiency Syndrome (AIDS) or the presence of HIV;
- any non-melanoma skin cancer; or
- any melanoma in situ classified as TisN0M0 under TNM Staging.

## **ADDITIONAL PROOF REQUIREMENTS FOR EACH COVERED CONDITION**

### **FULL BENEFIT CANCER**

Unless We accept a Clinical Diagnosis as provided in this Certificate, Diagnosis of Full Benefit Cancer must be based upon microscopic (histologic) examination of fixed tissues or preparations of blood or bone marrow. Such examination must be documented in a Written pathology report by a Physician who is Board Certified in pathology. The Covered Condition for Full Benefit Cancer will be deemed to Occur upon the date that the Diagnosis of Full Benefit Cancer is made.

### **PARTIAL BENEFIT CANCER**

Unless We accept a Clinical Diagnosis as provided in this Certificate, Diagnosis of Partial Benefit Cancer must be based upon microscopic (histologic) examination of fixed tissue or preparations of blood or bone marrow. Such examination must be documented in a Written pathology report by a Physician who is Board Certified in pathology. The Covered Condition for Partial Benefit Cancer will be deemed to Occur upon the date the Diagnosis of Partial Benefit Cancer is made.

## **LIMITATIONS**

### **BENEFIT REDUCTION DUE TO AGE**

Your Benefit Amount and the Total Benefit Amount will each be reduced when You reach certain ages, as shown in the Schedule of Insurance. The Benefit Amount and the Total Benefit Amount for Your Spouse will each be reduced when Your Spouse reach certain ages, as shown in the Schedule of Insurance.



## PREEXISTING CONDITION EXCLUSION

**Preexisting Condition** means a sickness or injury for which, in the 3 months before a Covered Person becomes insured under this Certificate, or before any Benefit Increase with respect to such Covered Person:

- medical advice, treatment or care was sought by such Covered Person, or, recommended by, prescribed by or received from a Physician or other Practitioner of the Healing Arts; or
- symptoms, or any medical or physical conditions existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment.

We will not pay benefits for Covered Conditions that are caused by or result from a Preexisting Condition if the Covered Condition Occurs during the first 6 months that a Covered Person is insured under this Certificate.

With respect to a Benefit Increase, We will not pay benefits for such Benefit Increase for Covered Conditions that are caused by or result from a Preexisting Condition if such Covered Condition Occurs during the first 6 months after such increase in the Total Benefit Amount.

## OTHER EXCLUSIONS

### EXCLUSION FOR INTOXICATION

We will not pay benefits for any Covered Condition that is caused by, contributed to by, or results from a Covered Person's involvement in an incident, where such Covered Person is intoxicated at the time of the incident and is the operator of a vehicle involved in the incident.

**Intoxicated** means that the Covered Person's alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident happened.

### GENERAL EXCLUSIONS

We will not pay benefits for any Covered Conditions caused by, contributed to by, or resulting from a Covered Person:

- participating in a felony, riot or insurrection;
- intentionally causing a self-inflicted injury;
- committing or attempting to commit suicide while sane or insane;
- voluntarily taking or using any drug, medication or sedative unless it is:
  - taken or used as prescribed by a Physician, or
  - an "over the counter" drug, medication or sedative taken according to package directions;
- engaging in any illegal occupation; or
- serving in the armed forces or any auxiliary unit of the armed forces of any country.

We will not pay benefits for Covered Conditions arising from war or any act of war, even if war is not declared.

We will not pay benefits for any Covered Condition for which Diagnosis is made outside the United States, unless the Diagnosis is confirmed in the United States, in which case the Covered Condition will be deemed to Occur on the date the Diagnosis is made outside the United States.

## **WHEN INSURANCE ENDS**

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

- the date the Group Policy ends;
- the date You die;
- the date insurance ends for Your class;
- the end of the period for which the last full premium has been paid for You;
- the date You cease to be in an eligible class; or
- the date Your employment ends for any reason.

### **DATE DEPENDENT INSURANCE ENDS**

A Dependent's insurance will end on the earliest of:

- the date Your insurance under this Certificate ends;
- the date Dependent Insurance ends under the Group Policy for all employees or for Your class;
- the date the person ceases to be a Dependent;
- the date You cease to be in a class that is eligible for Dependent Insurance; or
- the end of the period for which the last full premium has been paid for the Dependent.

In certain cases insurance may be continued as stated in the sections titled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT. Please see that section for details.

## **SPECIAL RULES FOR COVERED PERSONS PREVIOUSLY INSURED UNDER ANOTHER GROUP CRITICAL ILLNESS INSURANCE POLICY ISSUED TO THE GROUP POLICYHOLDER**

The Group Policy is replacing another policy of group critical illness insurance that was issued to the Group Policyholder. This section explains how the replacement of that other group critical illness insurance policy will affect people who were covered under that policy.

In this section, the terms listed below will have the meanings listed below.

**New Policy** means the Group Policy under which this Certificate is issued.

**Old Policy** means the policy of group critical illness insurance that was replaced by the New Policy.

Each Covered Person who was insured under the Old Policy on the date that it ended and who is eligible for insurance under the New Policy will be:

- insured under the New Policy on the date it takes effect; and
- credited for the time such Covered Person had been continuously insured under the Old Policy on the date it ended in determining:
  1. whether a Covered Condition is a Preexisting Condition under the Preexisting Condition Exclusion in this Certificate; and
  2. whether a Covered Condition is subject to the Benefit Suspension Period in this Certificate.

To the extent that benefits were paid under the Old Policy with respect to a Covered Person for any Covered Condition:

- if that Covered Condition Occurs under the New Policy, it will be treated as a Recurrence provided that there is a Recurrence Benefit available under the New Policy for such Covered Condition; and
- the Total Benefit Amount with respect to such Covered Person under this Certificate will be reduced.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN**

Insurance for a Dependent Child may be continued past the age limit if that child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Dependent Child attains the age limit and at reasonable intervals after such date.

Except as stated in the *Date Dependent Insurance Ends* provision of the section titled WHEN INSURANCE ENDS, insurance will continue while such Dependent Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Dependent Child, except for the age limit.

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify under the Family and Medical Leave Act of 1993 (FMLA) or similar state laws for continuation of insurance. Please contact the Group Policyholder for information regarding the FMLA or any similar state law.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (CONTINUED)

### AT YOUR OPTION: CONTINUATION WITH PREMIUM PAYMENT

Insurance provided under this Certificate may be continued with premium payment in certain situations, as described in this provision. This is referred to in this provision as "Continued Insurance". Evidence of insurability will not be required to obtain Continued Insurance. If You obtain Continued Insurance under this provision, You may also continue Dependent Insurance. For purposes of this provision, insurance in effect under the Group Policy for which the Group Policyholder remits premium is referred to in this provision as "Group Billed Insurance".

You may obtain Continued Insurance for You and for Your Dependents by making a request in Writing during the Request Period specified below if Your Group Billed Insurance ends except as described below.

Continued Insurance is not available if:

- Your Group Billed insurance ends due to Your failure to make a required Contribution; or
- Your insurance ends because the Group Policy ends and, within 30 days of the day that the Group Policy ends, You become eligible for insurance under another policy of critical illness or specified disease insurance issued to or provided through the Group Policyholder.

#### Request Period

To obtain Continued Insurance, We must receive Your completed Written request on a form approved by Us within the Request Period which begins on the date Your Group Billed Insurance ends, and ends 31 days later. If You do not request Continued Insurance within the Request Period, You cannot obtain Continued Insurance.

#### Premiums for Continued Insurance

The premium that You must pay for Continued Insurance may include the amount, if any, that You contributed for Your Group Billed Insurance before it ended, plus any amount the Employer paid. Premium rates for Continued Insurance will be the same as premium rates charged for Group Billed Insurance. Premiums rate increases or decreases that apply to Group Billed Insurance will apply to Continued Insurance as well. When You make a request to obtain Continued Insurance, You must pay the first premium during the Request Period. All premium payments must be made directly to Us. When We approve Your request for Continued Insurance, We will also provide a schedule of premiums and payment instructions.

#### End of Continued Insurance

Continued Insurance will end on the earliest of the following dates:

- the date You die;
- if You do not pay a premium that is required for Continued Insurance, the last day of the period for which a required premium payment was made;
- if the Group Policy ends, the date You become eligible for insurance under another policy of critical illness or specified disease insurance issued to or provided through the Group Policyholder that calculates contributions due under the replacing group policy based on Your age on the original effective date of coverage under this Certificate;
- with respect to Dependent Insurance, the date Continued Insurance for You ends for any reason; or
- with respect to Dependent Insurance, the date the Dependent no longer meets the definition of a Dependent.

If Your insurance ends, Your Dependent Insurance will also end in accordance with the *Date Dependent Insurance Ends* provision of the section titled WHEN INSURANCE ENDS.

## CLAIMS

### FILING A CLAIM

To file a claim for benefits under this Certificate, You must give Us notice of the claim and submit Proof of the claim to Us as described in this provision.

Notice of claim and Proof must be given to Us by following the steps set forth below:

#### Step 1

You must give Us notice by Writing to Us or calling Us at the toll free number shown on the face page of this Certificate within 30 days of the date of the loss.

#### Step 2

We will send a claim form to You and explain how to complete it. You should receive the claim form within 15 days of giving Us notice of claim.

#### Step 3

When You receive the claim form You should fill it out as instructed and return it with the required Proof described in this Certificate and the claim form. If You do not receive a claim form within 15 days after giving Us notice of claim, You may send Us Proof using any form sufficient to provide Us with the required Proof.

#### Step 4

You must give Us Proof not later than 90 days after the date of the loss. If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible, but in no event, other than in the absence of the legal capacity of the claimant, later than 12 months from the date of the loss.

### PAYMENT OF BENEFITS

When We receive the claim form and Proof We will review the claim and, if We approve it, We will pay benefits no later than 35 days after We receive the claim form and Proof, subject to the terms and provisions of this Certificate and the Group Policy. For purposes of this provision, a "clean claim" means a claim for benefits under the Certificate that requires no further information, adjustment or alteration by Your or by a Physician in order for Us to process and pay it. A clean claim does not include:

- Claims which are submitted fraudulently or that are based upon material misrepresentations; and
- Claims that require information essential to Us to administer preexisting conditions provisions.

If We do not deny payment of benefits under this Certificate to You by the end of the 35 day period for clean claims, and such benefits remain due and payable to You, interest will accrue on the amount of such benefits at the rate of 1½ percent per month until such benefits are finally settled. If We do not pay such benefits to You when due and payable, You may bring action to recover such benefits and any interest which has accrued with respect to such benefits and any other damages which may be allowed by law.

All benefits paid under this Certificate while You are living will be paid to You, unless You have assigned this insurance. But, if You are not legally competent to claim or receive benefits under this Certificate, we may pay up to \$1,000 to anyone related to You by blood or marriage who We believe is entitled to it. If We make such a payment in good faith, We will not be liable to anyone for the amount We pay. Any remaining benefits will be paid to Your legal representative.

If You designated a beneficiary, upon Your death We will pay to Your beneficiary any amount that is or becomes due. You may designate a beneficiary in Your Enrollment Form. You may change Your beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us using a form satisfactory to Us. Your Written request to change the beneficiary must be sent to Us no later than 90 days of the date You Sign such request.

## **CLAIMS (continued)**

### **PAYMENT OF BENEFITS (continued)**

You do not need the beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no beneficiary designated or no surviving beneficiary at Your death, We may determine the beneficiary to be one or more of the following who survive You, in the order listed below:

1. Your Spouse;
2. Your child(ren);
3. Your parent(s); or
4. Your sibling(s).

Instead of making payment in the order above, We may pay Your estate. Any payment made in good faith will discharge Our liability to the extent of such payment.

### **AUTHORIZATIONS**

We may require that You provide authorization for Us to obtain medical information and any other information pertinent to Your claim.

### **EXAMINATIONS**

At Our expense, as often as is reasonably necessary, We may require You to have an independent examination by a Physician of Our choice.

At Our expense, as often as is reasonably necessary, We may have Our representatives conduct telephone or in-person interviews with You regarding Your claim.

### **TIME LIMIT ON LEGAL ACTIONS**

A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends three years after the date such Proof is required to be filed.



## GENERAL PROVISIONS

### CHANGES IN STANDARDS

This Certificate refers to classification standards for disease that have been developed by independent third parties. If those independent third parties change the classification standards, or if new standards are developed that become generally accepted in the medical community in the United States, We will interpret this Certificate in a manner that recognizes such changed or new standards when We determine it is appropriate to do so.

### ENTIRE CONTRACT

Your insurance is provided under a contract of group insurance with the Group Policyholder. The entire contract with the Group Policyholder is made up of the following:

- the Group Policy and its Exhibits, which include the Certificate(s);
- Your Enrollment Form;
- the Group Policyholder's application; and
- any amendments and/or endorsements to the Group Policy.

### INCONTESTABILITY: STATEMENTS MADE BY YOU

Any statement made by You will be considered a representation and not a warranty. We will not use such a statement to void insurance, reduce benefits or defend a claim unless the following requirements are met:

- the statement is in an Enrollment Form that is in Writing;
- You have Signed the Enrollment Form; and
- a copy of the Enrollment Form has been given to You or Your beneficiary.

We will not use Your statements which relate to insurability to contest this insurance after it has been in force for 2 years, unless the statement is fraudulent. In addition, We will not use such statements to contest a Benefit Increase after the Benefit Increase has been in force for 2 years, unless such statement is fraudulent.

### MISSTATEMENTS

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or contributions.

### ASSIGNMENT

The benefits under the Group Policy are not assignable except as required by law.

### CONFORMITY WITH LAW

If the terms and provision of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.