

Agent Guide for

# FirstChoice Victory Series

Defined Benefit Hospital Indemnity Insurance

**Deluxe \* Basic \* Bridge**

*Marketed by licensed agents of*



**1529 Sam Rittenberg Boulevard, Suite 200, Charleston, S.C. 29407**

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**For Agent use only.** Product availability, rates and features may vary by state. Not for dissemination to the general public. For complete details, refer to the state specific specimen policy. Training materials are available at our FirstChoice website at: [www.BMCagencyINC.com](http://www.BMCagencyINC.com)

Contact your upline management team or BMC Agency, Inc. for details.

**POLICY FORM HIP2018**

## Important Notice

This is a generic product guide. Your state may require a state-specific contract. The policies are **Form MIG-HPHI2018 for the FirstChoice Victory Series**. This product or the optional benefits listed may not be available in all states. The individual contract is your ultimate authority for any questions you may have about the requirements of this product. Additional information is available on the **FirstChoice** website at [www.BMCagencyINC.com](http://www.BMCagencyINC.com)

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**FirstChoice Victory Series** is the fourth generation of the innovative **FirstChoice** series of Hospital Indemnity plan designs underwritten by **ManhattanLife Assurance Company** and marketed through leading independent marketing organizations and independent agents of BMC Agency, Inc.

**FirstChoice Victory Series** products are intended as both a quality health insurance supplemental benefits option for those looking to fill the gaps in their existing qualified Major medical coverage, as well as an alternative option for those unable to afford the high cost of comprehensive Major Medical plans.

This material is specifically provided by BMC as a training tool for the agent sales force and is

**not to be used in any sales presentation**  
**or with the general public in any way!**

**FAQ** These frequently asked questions and their answers will provide a basic understanding of the **FirstChoice Victory Series** Limited Benefit Hospital Indemnity Policy.

**1) Q: What is FirstChoice?**

**A:** **FirstChoice** is a package of Guaranteed Issue, Guaranteed Renewable, Health Insurance benefits underwritten by ManhattanLife Assurance Company and marketed through independent licensees. Additional benefits, such as the PAID accident plan and CP4000 Cancer Care Plus are recommended additions to all FirstChoice plans, but are not guaranteed issue.

**2) Q: Who is eligible for "Guaranteed Issue?"**

**A:** Any primary insured between the ages of 18 - 65, inclusive, who is gainfully employed outside the home and working an average of 27+ hours per week at the time of application **who does not have a pre-X history of Cystic Fibrosis.** Once issued, there is no requirement to maintain a full time working status in order to renew the policy through age 65. Spouses age 18-65 may be covered, regardless of their working status, as well as children to age 19, or 23 if full time students ( 9+ credit hours )

**3) Q: What do you mean by "Guaranteed Renewable?"**

**A:** Unlike most plans, **FirstChoice** is a guaranteed renewable policy, not a certificate of a group master policy. Once issued, the plan is **Guaranteed Renewable** to the first policy anniversary after attaining age 65, and 'conditionally renewable' annually until the policy anniversary after age 70, or becomes eligible for Medicare.

**Is FirstChoice a "qualified" plan under Healthcare Reform?**

**A: NO! FirstChoice** is not a Health Benefits Plan, and does not qualify as Creditable Coverage under HIPAA, nor does it constitute 'minimal essential coverage' under PPACA. No waiver is provided for applicants with a Certificate of Creditable Coverage from a prior plan, and none is offered after termination. Owning any FirstChoice plan design will not satisfy a requirement for 'qualified coverage' and will not otherwise impact any tax penalties that may be owed.

**4) Q: What is a "Defined Benefit" plan?**

**A:** A **Defined Benefit** plan lists specific benefits that will be paid, regardless of the actual costs. There is no "up to" language in **FirstChoice** plans! **FirstChoice** will pay the stipulated amount, even if that amount exceeds the actual billed charges!

**5) Q: How are Pre-Existing Conditions treated by FirstChoice?**

**A:** Conditions for which the insured sought or received treatment in the 12 month period prior to the plans effective date are considered to be **Pre-Existing Conditions**, whether or not they are disclosed on

the application. **Pre-Existing conditions are not covered for 12 months**, beginning with the policy effective date. Treatment includes prescription medication prescribed as treatment for the condition. Any conditions excluded from coverage will be eliminated in a 12 month elimination endorsement that is made part of the policy, which automatically terminates once the policy has been in force for 12 months. Applicants (prospective insureds) who have a pre-existing diagnosis of **End Stage Renal Disease**, or **Chronic Obstructive Pulmonary Disorder** will have the pre-existing condition or conditions for which they have been treated permanently excluded from coverage.

**7) Q: Are there any Pre-X Medical Conditions that would make an otherwise qualified applicant ineligible for FirstChoice?**

**A: YES!**, there is one Cystic Fibrosis However, certain specific Pre-existing medical conditions will receive a permanent exclusion for coverage under the policy. At the time of printing ( 10/18) they are **COPD** and **End Stage Renal Disease**.

**8) Q: Are there any Occupations that would make an otherwise qualified applicant ineligible for FirstChoice?**

**A: NO**, there are none!

**9) Q: How are the benefits for Hospital Confinement calculated?**

**A:** Depending of the plan design selected, there can be as many as 5 separate policy features that could provide benefits in a particular hospital confinement. They are:

- a) The **DAILY ROOM BENEFIT**: All **FirstChoice** policies include some amount of DRB. This benefit pays for as many as 365 days per period of confinement, and is available for every covered insured.
- b) The **LUMP SUM INDEMNITY BENEFIT**: Some **FirstChoice** policies include some amount of Indemnity Benefit. This value is paid upon the very first day of hospital confinement in a calendar year, and is available for every covered insured.
- c) The **FIRST HOSPITAL CONFINEMENT BENEFIT**: All **FirstChoice** policies include some amount of **FHC Benefit**, either \$5,000, \$10,000, \$15,000, paid out over the first six days of the first hospital confinement of a calendar year for each covered insured. Plans **(Basic)** featuring the \$10,000 FHC benefit pay \$2,000 beginning on the second day of the initial confinement, and continues to pay \$2,000 on each subsequent day of hospital confinement through day six, for a total of \$10,000. The **Deluxe** plan design features the \$15,000 FHC benefit, which pays exactly 1.5X as much per day as the \$10,000 benefit described above, \$3,000 on days two through six, for a total of \$15,000 over 6 days of confinement. **This benefit does not accumulate or carry over from year to year if unused.**
- d) **HOSPITAL INJURY INDEMNITY** – Up to 365 days per period of confinement when the confinement is the result of a accident or injury.

e) There are often additional benefits for INTENSIVE CARE when this level of treatment is necessary.

**11) Q: How does FirstChoice cover Surgery?**

**A:** All **FirstChoice Victory Series** plans feature a **Daily Surgical Benefit**, which provides a surgical amount for each day of a consecutive period of hospital confinement in which one or more surgeries take place, up to a maximum of 5 days per period of confinement. These surgical benefits are provided for both **INPATIENT while hospital confined** and as **OUTPATIENT at an Ambulatory Surgical Center with a reduced benefit of 50% of the daily surgical benefit for one day**. The annual maximum surgical benefit is \$50,000.

**12) Q: What about Anesthesia?**

**A:** For medically necessary surgical procedure that requires anesthesia, **FirstChoice** Victory Series pays 20% of the amount paid by the **Daily Surgical Benefit** for each day that a daily surgical benefit is paid.

**13) Q: Does FirstChoice pay based upon the Medicare Discount Rate?**

**A)** NO! **FirstChoice** plans pay based upon a Daily Surgical Benefit listed in the policy. Some other plans pay based upon the **Resource Based Relative Value Scale**, sometimes referred to as the "**Medicare Discount Rate**." Most competitor's plans known to us applies the **RBRVS** to the charges if the **Primary Surgeon ONLY!** This is one reason why **FirstChoice** plans routinely pay a greater amount for Surgery than do other Limited Benefit plans. Remember too that much of the 'competition' allows only one or two Surgical procedures to be covered each year. Our **FirstChoice** provides for multiple Surgical procedures, **INPATIENT** while hospital confined or **OUTPATIENT at an Ambulatory Surgical Center**, to a maximum annual benefit of \$50,000!

**14) Q: Do FirstChoice plans cover maternity?**

**A:** **FirstChoice** Victory Series plans provide coverage for complications only. **There is no benefit for non-complicated vaginal delivery.**

**15) Q: Do the FirstChoice plans have any benefits for Private Duty Nursing?**

**A:** YES! In fact, at the time of printing this, **FirstChoice** plans were the only Guaranteed Issue, Guaranteed Renewable plans to include benefits for PDN, which is featured in all four Victory Series plan designs.

**16) Q: How about Accidental Death & Dismemberment?**

**A:** NO! However, we strongly encourage clients to purchase the additional protection provided by our PAID Accident Plan, which features \$50,000 for Accidental Death.

**17) Q: Are there ACCIDENT benefits with FirstChoice?**

**A:** YES! In fact, while the benefits vary slightly by state, there are **THREE** benefits for accidents. They are:

**EMERGENCY ACCIDENT** - Pays the stipulated benefit up to 4 times each calendar year per Insured Category. ( Primary Insured gets 4 per plan year, Spouse, if insured, gets 4 per plan year, and children, if insured, share 4 between them.)

**DAILY SURGICAL BENEFIT RIDER** - Many accidents may receive a benefit from the Daily Surgical Benefit for surgical treatment while hospital confined as a result of an accident, or when treated at an Ambulatory Surgical Center.

**Hospital Injury Indemnity** – Up to 365 days per period of confinement when the confinement is the result of a accident or injury.

**PAID Accident plan.** We have chosen to highlight the robust benefits of the PAID accident policy with the Deluxe and Basic plan designs. This is issued as a separate guaranteed renewable policy, and is issued with and delivered with the Victory Series plan chosen.

**18) Q: *Is FirstChoice an "Association Plan?"***

**A:** *Absolutely not!* **FirstChoice** is a **Guaranteed Renewable POLICY**, *not a certificate*. Plus, the plan features only legitimate and necessary supplemental health plan benefits, not movie tickets and car rental discounts.

**19) Q: *Does my FirstChoice plan include a PPO discount program?***

**A:** For the new **FirstChoice Victory Series Deluxe, Basic and Bridge** plan designs all feature industry giant **MultiPlan NETWORK** to provide repricing for hospitalization, imaging, office visits, and more at any of the **MultiPlan** providers nationwide!

**20) Q: *Are there any FEES with FirstChoice?***

**A:** There are no actual fees assigned to the FirstChoice program. However, there is a modest \$5.00 per month charge used to finance the KARIS360 and Teladoc value added benefits. This fee is commissionable to agents.

**21) Q: *Are the Victory Series plans "HSA qualified"?***

**A:** HSA funds may not be used to pay for a Victory plan premium. In addition, all Victory Series plan designs feature benefits that are mentioned under IRS 223, and by owning such benefits, may restrict the client from making a tax-deductible contribution to an HSA account. Clients are encouraged to seek the advice of their accounting and tax professionals.

**22 ) Q: *May an insured purchase more than one FirstChoice HI plan?***

**A: NO!** An individual may only be covered by one **FirstChoice** HI policy at any given time, regardless of Series. They are encouraged to purchase **CancerCare Plus, First Occurrence Cancer, CPR CI, PAID Accident, Dental, Vision and Hearing**, and other quality **ManhattanLife** Policies.

**23) Q: *Are there optional CANCER and ACCIDENT riders on FirstChoice?***

**A: NO!** They are separate **Guaranteed Renewable Policies!** Each is applied for on a separate app from the

**FirstChoice** plan. Note that unlike most competitors, there is no scheduled time for benefits to reduce or premiums to increase, and the **Cancer Plans are GUARANTEED RENEWABLE FOR LIFE!**

**24) Q: What is meant by Calendar Year?**

**A:** The period starting on the Policy Effective Date and ending on December 31 of the same year. From then on, it is the period starting on January 1 and ending on December 31.

**25) Q: If a policyholder was confined on December 15th of 2018, when would a new benefit period start?**

**A:** January 1st of 2019.

## How the FirstChoice First Hospital Confinement Rider Works!

This primer is intended to provide a simple explanation of the **First Hospital Confinement Rider**. The **First Hospital Confinement Rider** ( FHC ) is designed to pay out for the first hospital confinement of a calendar year. This graph shows how the FHC benefits are paid in the **Bridge** plan designs.

Day ONE	Day TWO	Day THREE	Day FOUR	Day FIVE	Day SIX
<b>ZERO!</b> <b>BRIDGE</b>	<b>\$1,000</b> <i>Total of 1,000</i>	<b>\$1,000</b> <i>Total of \$2,000</i>	<b>\$1,000</b> <i>Total of \$3,000</i>	<b>\$1,000</b> <i>Total of \$4,000</i>	<b>\$1,000</b> <i>Total of \$5,000</i>

The grid below shows how the **First Hospital Confinement Benefit** pays out in the **Basic** plan design.

Day ONE	Day TWO	Day THREE	Day FOUR	Day FIVE	Day SIX
<b>Zero!</b> <b>BASIC</b>	<b>\$2,000</b> <i>Total of 2,000</i>	<b>\$2,000</b> <i>Total of \$4,000</i>	<b>\$2,000</b> <i>Total of \$6,000</i>	<b>\$2,000</b> <i>Total of 8,000</i>	<b>\$2,000</b> <i>Total of \$10,000</i>

The grid below shows how the **First Hospital Confinement Benefit** pays out in the **Deluxe** plan design.

Day ONE	Day TWO	Day THREE	Day FOUR	Day FIVE	Day SIX
<b>Zero!</b> <b>DELUXE</b>	<b>\$3,000</b> <i>Total of \$3,000</i>	<b>\$3,000</b> <i>Total of \$6,000</i>	<b>\$3,000</b> <i>Total of \$9,000</i>	<b>\$3,000</b> <i>Total of 12,000</i>	<b>\$3,000</b> <i>Total of 15,000</i>



A primary purpose of the **FirstChoice** series is to provide additional supplemental protection against the 'out-of-pocket' costs/exposure left over from a Hospital Confinement after a Major Med, Major Hospital, or Hospital Surgical plan has paid its benefits. For that reason, just like the deductibles under these plans must be satisfied only once per year, the FHC benefit(s) pay only once per year. There is no carryover if not used.

If the full "6 day" benefit is not paid during the first hospital confinement of the year ( *the confinement was for less than 6 days* ) the balance may be paid if **a subsequent confinement for the same condition that caused the initial confinement occurs within 60 days.**

**EXAMPLE:** Client with an Deluxe plan is confined for a Gall Bladder procedure, spends 5 days in the hospital, and collects for 5 days of the FHC rider ( *In this case, \$12,000* ). He is readmitted 30 days later to remove a sponge left behind during the original procedure. The client would receive an additional **\$3,000** for the '6th day,' as this would be treated as an extension of the original confinement, having happened within 60 days of the first. Had this second confinement been for a separate condition, or occurred after 60 days of the first, no benefits would be paid on the FHC rider. Other benefits, if included on the policy, such as Daily Room Benefit, Surgery & Anesthesia etc., WOULD be covered!

## How the FirstChoice **INDEMNITY** benefit works!

A simple yet significant benefit found in **FirstChoice** plan designs is the **INDEMNITY** benefit. This **lump sum** simply pays a benefit **on the first day of hospital confinement**, per insured, each calendar year. ( To understand "Calendar Year," please see #25 of the "Frequently Asked Questions" section of this manual. ) The Lump Sum benefit is paid IN ADDITION to any other plan benefits!

Deluxe	Basic	Bridge
<b>\$3,000</b>	<b>\$2,000</b>	<b>X</b>

## How the FirstChoice benefit packages are constructed

At first glance, the "Room Benefits" under the various **FirstChoice** plan designs can be somewhat confusing, as they vary during the first 7 days. This is the result of our plans featuring **THREE SEPARATE FEATURES** that provide benefits towards the "Daily Hospital Room Charges." One is the **BASE POLICY**, ( Daily Room Benefit ) and the other two are the **FIRST HOSPITAL CONFINEMENT** benefit rider and the **LUMP SUM** benefit rider, each discussed earlier in this manual.



Let's put them all together, and see how they provide a significant benefit for **Hospital Confinement**.

**1) The BASE POLICY.** When we look at the samples for the base plan and riders used in the **FirstChoice** program, we see that the BASE POLICY consists of one feature only, which is described as the **DAILY ROOM BENEFIT**. The collective benefits for confinement, however, are not limited to the base **DAILY ROOM BENEFIT**, but also include the **INDEMNITY BENEFIT** as well as the **FIRST HOSPITAL CONFINEMENT BENEFIT**. We have discussed these individually earlier in this manual; now let's put them together for a solid understanding of how **FirstChoice Victory Series** addresses the hospital confinement experience.

The **BASE POLICY** provides a **Daily Room Benefit** that is different for each of our three plan designs, as shown in the following grid.

**Here are the THREE features that comprise the ROOM BENEFITS associated with Hospital Confinement under the various FirstChoice plan designs:**

	<b>Deluxe</b>	<b>Basic</b>	<b>Bridge</b>
<b>Daily Room Benefit</b>	<b>\$300/day</b> for days 1-365 of a confinement	<b>\$200/day</b> for days 1-365 of a confinement	<b>\$50/day</b> for days 1-365 of a confinement
<b>Hospital Injury Indemnity</b>	<b>\$1,000/day</b> for days 1-365 of a confinement caused by accident or injury.	<b>\$1,000/day</b> for days 1-365 of a confinement caused by accident or injury.	<b>\$1,000/day</b> for days 1-365 of a confinement caused by accident or injury.
<b>First Hospital Confinement</b>	<b>\$3,000</b> on days 2 – 6 of the first annual confinement.	<b>\$2,000</b> on days 2 – 6 of the first annual confinement.	<b>\$1,000</b> on days 2 – 6 of the first annual confinement.
<b>Lump Sum Indemnity</b>	<b>\$3,000</b> on day one of the first annual confinement.	<b>\$2,000</b> on day one of the first annual confinement.	<b>X</b>

Here is the practical result of each plan, once we add all three elements together, and the total benefit that they deliver: \* Confinements resulting from injury would be in addition to these amounts.

<b>FirstChoice Plan Comparisons</b>	<b>Victory Series Deluxe</b>	<b>Victory Series Basic</b>	<b>Victory Series Bridge</b>
Daily Room, Indemnity and FHC Benefits	<b>\$3,300</b> days 1 - 6 <b>\$300</b> days 7- 365	<b>\$2,200</b> days 1-6 <b>\$200</b> days 7-365	<b>\$50</b> day 1 <b>\$1,050</b> days 2 - 6 <b>\$50</b> days 7- 365
Surgery	<b>\$3,000 /day</b> (x 5 days)	<b>\$2,000 /day</b> (x 5 days)	<b>\$1,000 /day</b> (x 5 days)
Anesthesia	<b>\$600 /day</b> (x 5 days)	<b>\$400 /day</b> (x 5 days)	<b>\$200 /day</b> (x 5 days)
Private Duty Nursing	<b>\$500 /day</b> (x 30 days)	<b>\$250 /day</b> (x 30 days)	<b>\$250 /day</b> (x 30 days)
Emergency Accident	<b>\$500 /day x4</b>	<b>\$250 /day x4</b>	<b>\$250 /day x4</b>
Outpatient Sickness	<b>\$100 /day x4</b>	<b>\$50 /day x4</b>	<b>\$25 /day x4</b>
Diagnostic	<b>\$500 /day</b>	<b>250/ day</b>	<b>x</b>

**NOTE:** Please note that there are never any administrative FEES of any kind with any FirstChoice plan design. (There IS a \$5.00 monthly charge for Karis360 and Teladoc, which is fully commissionable to the agent) This makes 100% of all collected premiums commissionable to the agent, extremely unusual in plans of this kind.

Up to this point, this Product Guide has provided general information and benefit description, so as to provide a platform of understanding for the FirstChoice plan designs. The sections to follow will go into great technical detail, and provide actual policy language for the base plan as well as all benefit riders. As our grid above shows, not all benefit riders appear in all plan designs, and may vary in benefit amount from plan to plan.

Remember too that plan designs vary slightly from state to state, as some departments of insurance have not allowed certain riders in certain states.

## Quick Facts

### PRODUCT TYPE

Individually underwritten, defined benefit hospital indemnity insurance policies.

### ELIGIBILITY

Coverage is available for the primary insured, spouse and dependent children including natural, legally adopted and step children.

### RENEWABILITY

Policies are guaranteed renewable to age 65, conditionally renewable thereafter, subject to working requirement and eligibility for Medicare.

### ISSUE AGES

**Primary Insured and Spouse:** 18 through 65 (all insured age calculations using age last birthday as of policy issue date)

**Children:** 0 through 23 if the dependent children definition is met; automatic coverage will be afforded any newborn or adopted dependent child if CUL receives written notification within 30 days of birth or adoption.

### RATE STRUCTURE

Premiums are age banded, and not based upon gender or tobacco use.

### UNDERWRITING

For primary insureds age 18-65 who are working an average of 27+ hours per week in a job that they have held for 90 days, all three **FirstChoice** plan designs are available on a Guaranteed Issue basis. There is no working requirement for the Spouse or Children, if insured.

### ISSUE LIMITS

Applicants may only apply for and own one **FirstChoice** Hospital Indemnity Insurance policy at a time. However, additional sales of Cancer and Accident policies are encouraged.

## SAMPLE POLICY

ManhattanLife Assurance Company of America

**Home Office:** Little Rock, AR **Administrative Office:** [10777 Northwest Freeway, Houston, TX 77092] [800-669-9030]

### HOSPITAL INDEMNITY POLICY

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the Company.

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. [LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.]

**NOTICE TO BUYER:** This is a hospital confinement indemnity Policy. This Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

**THIS IS A LEGAL CONTRACT BETWEEN YOU AND US. READ IT CAREFULLY.**

**GUARANTEED RENEWABLE UNTIL THE EARLIER OF EITHER AGE 70, OR YOU BECOME INSURED UNDER MEDICARE.**

**SUBJECT TO OUR RIGHT TO CHANGE PREMIUMS.**

**NO BENEFITS SHALL BE PROVIDED DURING THE FIRST TWELVE MONTHS OF THIS POLICY FOR PRE-EXISTING CONDITIONS.**

Important Cancellation Information – Please read the provision titled, “Renewal Condition,” found below.

## **RENEWAL CONDITION**

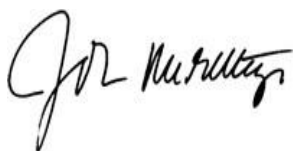
**Conditionally Renewable.** You have the right to renew this Policy until the earlier of either when You become insured under Medicare, or the end of the month that You turn 70, if You pay the correct premium when due or within the Grace Period. We retain the right to change the premium rates on this Policy. See the paragraph titled, “Change in Premium Rate.”

## **INSURING CLAUSE**

We will pay benefits set out in this Policy and any attached Rider(s), subject to its definitions, provisions, limitations and exceptions. This Policy is a legal contract between You and Us. Read it carefully. To understand Your coverage, You must read this Policy as a whole.

## **THIRTY DAY RIGHT TO EXAMINE THIS POLICY**

If, for any reason, You decide not to keep this Policy, return it to Us within 30 days after You receive it. You may return it to Our Administrative Office or to the agent who sold it to You. We will treat the Policy as if it had never been issued. We will refund any premium paid.



[John McGettigan,  
Secretary]



[Dan George,  
President]

## IMPORTANT NOTICE

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT OUR ADMINISTRATIVE OFFICE WITHIN 30 DAYS. THE APPLICATION IS A PART OF THIS POLICY, WHICH WAS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.

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### POLICY SCHEDULE

FORM: HIP

PRIMARY INSURED:

INSURED DEPENDENTS:

PRIMARY INSURED ISSUE AGE:

POLICY NUMBER:

POLICY EFFECTIVE DATE:

FIRST ANNIVERSARY DATE:

ANNUAL PREMIUM:

MODE SELECTED AT ISSUE:

MODE PREMIUM:

A detailed description of each of the benefits listed below is available on the BMC Agency, Inc. website that supports the FirstChoice Victory Series:

**[www.BMCagencyInc.com](http://www.BMCagencyInc.com)**

**DESCRIPTION OF COVERAGE****BENEFIT AMOUNT****ANNUAL PREMIUM****HOSPITAL CONFINEMENT**

MAXIMUM BENEFIT PERIOD:

365 DAYS

Daily Benefit for each Insured

[\$10 to \$1,000 in increments of \$10]

**HOSPITAL OBSERVATION****First 24-47 hours in an Observation Unit**

Daily Benefit per each Insured

[\$5 to \$500 in increments of \$5]

**48 hours or more in an Observation Unit**

Daily Benefit for each Insured

[\$7.50 to \$750 in increments of \$7.50]

**EMERGENCY ACCIDENT RIDER**

Benefit Per Accident for Each Insured

[\$50 to \$500 in increments of \$50]

Limited to 4 Accidents per Calendar Year]

**OUTPATIENT SICKNESS RIDER**

Daily Benefit Per Sickness for Each Insured

[\$25 to \$500 in increments of \$25]

Limited to 4 Sicknesses per Calendar Year]

**INTENSIVE CARE UNIT RIDER**

Daily Benefit for each Insured

[\$10 to \$4,000 in increments of \$10]

**ACCIDENTAL DEATH BENEFIT & DISMEMBERMENT RIDER**

Benefit Amount for Primary Insured	[\$1,000 to \$100,000 in increments of \$1,000]
Benefit Amount for Eligible Spouse	[\$1,000 to \$25,000 in increments of \$1,000]
Benefit Amount for each Eligible Dependent Child	[\$1,000 to \$10,000 in increments of \$1,000]

**[SURGICAL PLUS RIDER**

Inpatient Surgery Daily Benefit for each Insured	[\$500 to \$5,000 in increments of \$100]
Inpatient Surgery Anesthesia Daily Benefit	[\$100 to \$1,000]
MAXIMUM CONTINUOUS CONFINEMENT PERIOD	[3, 4, 5] days
	[\$125 to \$2,500]
Ambulatory Surgery Daily Benefit	
Ambulatory Surgery Anesthesia Daily Benefit	[\$25 to \$500]
Maximum Calendar Year benefit for Routine Benefits	\$200
Limited to a Calendar Year Maximum	\$50,000]

**DESCRIPTION OF COVERAGE (CONTINUED)****BENEFIT  
AMOUNT****ANNUAL  
PREMIUM****SURGICAL RIDER**

Inpatient Surgery Daily Benefit per day for each Insured	[\$500 to \$5,000 in increments of \$100]
Inpatient Surgery Anesthesia Daily Benefit	[\$100 to \$1,000]
MAXIMUM CONTINUOUS CONFINEMENT PERIOD	[3, 4, 5] days
Ambulatory Surgery Daily Benefit	[\$125 to \$2,500]
Ambulatory Surgery Anesthesia Daily Benefit	[\$25 to \$500]
Limited to a Calendar Year Maximum	\$50,000]

**PRIVATE DUTY NURSE RIDER**

Daily Benefit for each Insured	[\$10 to \$500 in increments of \$10]
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**HOSPITAL INJURY INDEMNITY RIDER**

Daily Benefit for each Insured	[\$10 to \$1,000 per day or Daily Hospital Indemnity Benefit amount whichever is less in increments of \$10]
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**LUMP SUM INDEMNITY RIDER**

First Hospital Confinement Benefit for each Insured	[\$20 to \$4,000 in increments of \$20]
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**FIRST HOSPITAL CONFINEMENT RIDER**

First Hospital Confinement Benefit for each Insured	[1; 2; 3; 4] Unit(s)
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**OUTPATIENT DIAGNOSTIC PROCEDURE BENEFIT RIDER**

Benefit for each Insured	[\$250 / \$500 / \$750 / \$1,000] per day Limited to a Calendar Year Maximum]
	[\$1,000 / \$2,000 / \$3,000 / \$4,000]

**DEFINITIONS****WHEN WE USE THE TERMS THAT FOLLOW, WE MEAN:**

**Calendar Year:** The period starting on the Policy Effective Date and ending on December 31 of the same year. From



then on, it is the period starting on January 1 and ending on December 31.

**Complications of Pregnancy:** Complications of Pregnancy include the following:

1. conditions requiring Hospital confinement (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy, including but not limited to, acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia, and similar conditions associated with the management of a difficult pregnancy not constituting distinct complication of pregnancy; and,
2. non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

**Dental Treatment:** Treatment of the teeth and/or periodontal area.

**Dependent Child:** A financially dependent child, foster, stepchild, or adopted child of the Primary Insured, named on the application, unless specifically excluded in any part of this Policy. Any newborn or child placed for adoption or foster care after the Policy Effective Date is considered a Dependent Child.

**Eligible Dependent Child(ren):** Unless specifically excluded in any part of this Policy, means:

- a. Your unmarried Dependent Child under age 19 who is living with You and chiefly dependent on You for support and maintenance;
- b. Your unmarried Dependent Child under age 23 if he/she is a full-time student at an accredited school, college, or university, and We are furnished proof of such enrollment; or,
- c. Your unmarried Dependent Child age 19 or over, who is chiefly dependent on You for support and maintenance if he/she is not able to support him/herself because of mental or physical incapacity. The burden of proof that such Dependent Child is and has continued to be incapacitated rests with You. You must give proof of the incapacity acceptable to Us at Our Administrative Office:
  1. within 31 days after the child would cease to be an Eligible Dependent Child; and,
  2. later, as asked for, but not more often than once a year.

**Eligible Spouse:** Your spouse listed on the application unless specifically excluded in any part of this Policy. Your spouse will cease to be an Eligible Spouse on the day a valid decree of divorce is issued.

**Hospital:** A lawfully operating institution which:

- a. has resident facilities for sick and injured patients;
- b. mainly provides diagnostic, medical and surgical treatment for a fee to sick or injured persons (or has such treatment facility available on a prearranged, contractual basis);
- c. has 24 hour nursing service by or under the supervision of a graduate registered nurse;
- d. has at least one Physician on the staff who is on call at any time; and,
- e. is accredited by the Joint Commission on Accreditation of Hospitals or the American Osteopathic Association, subject to the limitations in the paragraph below.

A Hospital is not an institution or part of an institution that mainly provides rehabilitation, custodial, convalescent, nursing, and extended or rest care.

**Hospital Confinement:** Admission to a Hospital and confinement as a resident bed patient due to an Injury or Sickness for which there is a room and board charge by the Hospital. The assignment must be on the advice of a Physician and be Medically Necessary. We do not consider confinement to an emergency room, outpatient treatment room, or Observation Unit as a Hospital Confinement.

**Insured:** The Primary Insured and any Insured Dependents shown on the Policy Schedule.

**Insured Dependents:** The Insured Dependents shown on the Policy Schedule.

**Injury/Injured:** Bodily injury sustained which:

- a. is directly caused by an accident, independent of all other causes;
- b. has not been specifically excluded by name or description in this Policy;
- c. is not caused or contributed to by Sickness; and,
- d. occurs while this Policy is in force for the Insured.

**Maximum Benefit Period:** The period of time during which the daily benefit is payable for a Period of Confinement. The Maximum Benefit Period is shown on the Policy Schedule.

**Medically Necessary:** The treatment, services, or supplies necessary and appropriate for the diagnosis or treatment of Sickness or Injury based upon generally accepted medical practice. The fact that a Physician may prescribe, authorize, or direct a service does not make it Medically Necessary or covered by this Policy.

**Mental or Nervous Disorders:** A neurosis, psychoneurosis, psychosis, or mental or emotional disease/disorder of any kind.

**Observation Unit:** A specified area with a Hospital, apart from the emergency room, that provides an alternative to discharge or Hospital inpatient admission for the emergency room patient who may benefit from an extended observation period as ordered by a Physician and for which a charge is made.

**Period of Confinement:** One continuous Hospital Confinement or several Hospital Confinements for the same or a related cause, which are separated by less than 60 days. Each Hospital Confinement must begin while the coverage is in force for the Insured.

**Physician:** A person who:

- a. is operating within the scope of his/her license; and, either
- b. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or,
- c. is legally qualified as a medical practitioner and required to be recognized, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

A Physician does not include a family member of the Insured. Family member means You, Your spouse, children, grandchildren, siblings, parents, grandparents, or corresponding in-laws.

**Policy Anniversary:** The yearly anniversary of the Policy Effective Date.

**Policy Effective Date:** The Policy Effective Date is shown on the Policy Schedule. It will be used to determine premium due dates and Policy Anniversary dates. The Policy Effective Date is the date coverage begins.

**Policy Schedule:** This is page 3 of this Policy.

**Sickness:** Disease or illness which: (1) is diagnosed or treated while this Policy is in force for the Insured; and, (2) does not result from Pre-existing Conditions as defined; and, (3) has not been specifically excluded by name or description in this Policy. Sickness includes Complications of Pregnancy, but not the pregnancy itself.

**Unearned Premium:** Any premium paid for any period beyond the end of the month in which death or cancellation occurred.

**We, Our, the Company, Us, ManhattanLife Assurance:** refers to ManhattanLife Assurance Company of America.

**You, Your, and Yours:** The Primary Insured as indicated on the Policy Schedule.

## GENERAL AGREEMENT

**We agreed to issue this Policy to You because:**

- a. You paid the first premium; and,
- b. We relied on the answers in Your application.

Your application is attached and is a part of Your Policy. This Policy is a legal contract between You and Us.

This Policy covers the Insured and any person added as an Insured after the Policy Effective Date. Any changes to this Policy will be shown by an amendment, endorsement, or rider, and are to be attached to this Policy.

Each Policy term begins at 12:01 AM, standard time on the Policy Effective Date at the place You live. It ends at 12:00 PM, standard time, on the last day premiums are paid, subject to the Grace Period. You may then renew this Policy subject to the Renewal Condition provision on the cover of this Policy.

## PREMIUMS

All premium due dates are determined from the Policy Effective Date.

The first premium is due before We deliver the Policy. All other premiums are due in advance of the term they are to cover.

You may pay premiums on any mode acceptable to Us. This Policy will remain in force for the term for which premiums are paid.

**Change in Premium Rate:** We have the right to change premiums. If We do change the premiums, We will do so only:

- a. if We change the premiums for all policies of this same form and issue age in Your state of issue;
- b. if such change is in accordance with the laws and regulations of Your state of issue; and,
- c. if We give You 30 days written notice before such change becomes effective.

Any change in the premium will be based on Your issue age on the effective date of the increase.

**Refund of Unearned Premium:** Within 30 days of proof of death or cancellation of this Policy, We will refund any Unearned Premium.

## **BENEFITS**

**Hospital Confinement Benefit:** We will pay a daily benefit, as shown on the Policy Schedule, for each day of Hospital Confinement for an Insured for Injury or Sickness. Before benefits are payable, the Hospital Confinement must:

- a. be at the direction of and under the supervision of a Physician;
- b. begin after the Policy Effective Date and while this Policy is in force for the Insured;
- c. be due to Injury or Sickness that is not excluded by name or description in this Policy; and,
- d. result in the Insured being admitted to the Hospital for more than one calendar day.

Benefits payable will not exceed the Maximum Benefit Period for any Period of Confinement. For benefits to be payable, the Insured must have been charged room and board by the Hospital for each day of Hospital Confinement.

**Hospital Observation Unit Benefit:** We will pay a daily benefit, as shown on the Policy Schedule, for each day an Insured receives services in a Hospital Observation Unit for at least 24 hours due to an Injury or Sickness. This benefit is not paid in addition to the Hospital Confinement Benefit.

## **LIMITATIONS & EXCLUSIONS**

This Policy (including any attached Rider(s)) does not pay benefits for conditions caused by or resulting from:

- a. treatment of alcoholism or drug addiction;
- b. being legally intoxicated or being under the influence of any drug unless prescribed by the claimant's Physician;
- c. attempted suicide while sane or insane, or willful and intentional self-inflicted Injury;
- d. being exposed to war or any act of war, declared or undeclared or while serving in the armed forces; e. engaging in an illegal activity;
- f. Dental Treatment or plastic surgery for cosmetic purposes. This exclusion does not apply if the Dental Treatment or plastic surgery is: (1) due to an Injury; or, (2) to restore normal bodily functions;
- g. care that is primarily for rest, convalescence, or rehabilitation;
- h. treatment of Mental or Nervous Disorders without demonstrable organic disease;
- i. treatment which is rendered outside the United States, its possessions, or Canada, except for emergency care for acute onset of Sickness or Injury sustained while traveling for business or pleasure;
- j. any Pre-Existing Conditions as defined in this Policy;
- k. conditions specifically excluded by amendment or endorsement; or,
- l. treatment, services, and supplies related to: maternity, pregnancy (except Complications of Pregnancy), or abortion.

This Policy (including any attached Rider(s)) does not pay any daily benefit amount(s) if there is no Hospital room and board charge.

## **PRE-EXISTING CONDITIONS**

This Policy, and any attached Rider(s), does not cover Pre-Existing Conditions, whether disclosed in the application or

not, for the first 12 months beginning on the date that person becomes an Insured on this Policy or any benefit Rider.

By Pre-Existing Condition(s), We mean those conditions for which medical advice, diagnosis, care, or treatment was received or recommended or that could be medically documented within the 12-month period immediately preceding the Policy Effective Date.

Conditions specifically named or described as excluded in any part of this Policy are never covered.

## TERMINATION

All coverage under this Policy and any attached Rider(s) shall terminate when this Policy ceases to be in force.

This Policy will end on the earlier of:

- a. when You fail to pay premiums within Your Grace Period;
- b. when You die;
- c. When You no longer meet the Renewal Condition as defined on the cover of this Policy;
- d. the date You are insured under Medicare; or,
- e. the date You notify Us in writing to end this Policy.

Coverage for an Insured Dependent will end on the date such Insured ceases to be an Eligible Dependent Child or Eligible Spouse, as defined in this Policy.

When such Insured's insurance ends, We will:

- a. refund any premium accepted for the period the Insured ceases to be an Eligible Dependent Child or Eligible Spouse;
- b. consider any claim that began before the insurance ended; and,
- c. allow a conversion policy for an Eligible Dependent Child or Eligible Spouse, as set forth in the Conversion Privilege.

## ELIGIBILITY AND ADDITION OF PERSONS

Your spouse, and any other children who qualify as an Eligible Dependent Child, as defined in this Policy, may be added to this Policy. To add a person (other than a newborn, foster, or adopted child) to this Policy after the Policy Effective Date, You must:

- a. make written application to Us;
- b. furnish proof that the person is insurable by Our underwriting standards; and,
- c. pay the additional premium due for that person. The first premium for the person to be added will be determined from the effective date of his/her coverage. The person added will be subject to the Pre-Existing Conditions provision of this Policy.

Any child born to You while this Policy is in force will be automatically insured from the moment of birth for 31 days. A child placed with You for adoption after the Policy Effective Date shall automatically be covered for a period of 31 days from the earlier of: (1) the date of placement for the purpose of adoption; or, (2) the date of the entry of an order

granting the adoptive parent custody of the child for the purpose of adoption. A child placed with You as a foster child shall automatically be covered for a period of 31 days from the date of placement.

Coverage and benefits for the child will be the same as those that are provided for the following Insureds, successively:

- a. any other Insured Dependents; if none, then,
- b. You.

The Pre-Existing Conditions provision of this Policy is waived with respect to such child. Coverage for a child placed for the purpose of adoption will end if the adoption is stopped prior to legal adoption and the child is removed.

**Without Eligible Dependent Children coverage:** To continue coverage for the newborn, foster, or adopted child beyond the 31 day period, You must: (1) notify Us in writing; and, (2) pay the premium for the child within 31 days from the date of birth, or the earlier of the placement or order granting custody. Premiums for the child will be prorated to the next premium due date of this Policy. If We are not notified and the required premium is not paid within 31 days, the coverage for the child will end 31 days after the date of birth, or the earlier of the placement or order granting custody.

**With Eligible Dependent Children coverage:** Please notify Us in writing as soon as possible to be sure that the child is properly enrolled, that coverage is in place and that medical care can be obtained when sought. A newborn child will be covered from the moment of birth. A foster child will be covered from the moment of placement. An adopted child will be covered from the earlier of: (1) the date of placement for the purpose of adoption; or, (2) the date of the entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

## CONVERSION PRIVILEGE

**When an Eligible Dependent Child ceases to be an Eligible Dependent Child,** as defined, coverage can be converted to a new policy. We must receive a written application and the required premium within 31 days after the date this coverage is to end. The new policy will:

- a. be issued without evidence of insurability;
- b. be a policy form We offer in the state the person lives which is most similar to (but not greater than) this Policy; and,
- c. exclude any conditions that were excluded in this Policy for such Insured and cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Dependent Child ended under this Policy. The premium will be based on Our table of rates in effect on the Policy Effective Date of the new policy for such person's attained age and state of residence at the time of conversion.

Your Eligible Spouse may convert to a new policy if You and Your spouse become divorced or if You die. Written application for the policy must be made to Us and the required premium paid within 60 days after the date this coverage is to end. The new policy will:

- a. be issued without evidence of insurability;
- b. be a policy form We offer for conversion in the state the person lives (but not greater than this Policy); and,

- c. exclude any conditions that were excluded in this Policy for such Insured and cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Spouse ended under this Policy. The premium will be based on Our table of rates in effect on the Policy Effective Date of the new policy for such person's attained age and state of residence at the time of conversion.

At the option of the Eligible Spouse, any Eligible Dependent Children covered under this Policy (for whom the Eligible Spouse has the obligation of support) may also be converted to the new policy. Said conversion is subject to the same conditions as the Eligible Spouse's conversion.

## ARBITRATION PROVISION

This arbitration provision is made pursuant to a transaction in interstate commerce, and shall be governed by the federal arbitration act at U.S.C. Section 1 and any amendments thereto and the commercial arbitration rules of the American Arbitration Association, except as specifically provided in this arbitration provision.

Any and all controversies, disputes, or claims arising out of or relating in any manner to this Policy or the relationships resulting from this Policy, including, but not limited to, issues relating to the negotiation, offering, issuance, renewal, placement or sale of this Policy, the application for this Policy, the types or amounts of coverages contained in this Policy, whether based on or arising from a breach of contract, tort, equity, or seeking any other form or type of remedy under any state or federal constitutional provision or amendment, statute, regulation, court or administrative decision or other law, as well as any question regarding whether a particular controversy is subject to arbitration, shall be submitted to binding arbitration as provided herein.

This provision is binding upon and inures to the benefit of, the parties and any other person or entity related to or affiliated with the parties, including, but not limited to, the parties' successors, beneficiaries, assigns, trustees, relations, heirs, dependents, officers, contractors, employees, servants, or agents. This arbitration provision will survive any termination, cancellation, revocation, rescission, or performance of the transactions between the parties.

The parties voluntarily and knowingly choose arbitration instead of litigation to resolve any and all controversies, disputes or claims as provided in this provision. The parties understand that the parties have a right or opportunity to litigate disputes through a court, but prefer to resolve their disputes through arbitration. The parties voluntarily and knowingly waive any and all rights they have to a jury trial pursuant to any state or federal constitutional provision or amendment, statute, regulation, court or administrative decision or other law.

Arbitration may be demanded by either party at any time before or after the filing of a lawsuit by either party. Unless the parties otherwise agree, the arbitration hearing shall commence within 180 days of the first demand for arbitration by one party to the other, except that this 180 day period shall be tolled during the pendency of any litigation regarding the validity or applicability of arbitration as described in this provision.

Arbitration shall be conducted by one arbitrator that we select with your consent. In the event that the parties are



unable to agree upon an arbitrator within 30 days of first demand for arbitration by one party to the other, or within 30 days of the resolution of any litigation regarding the validity or applicability of arbitration as described in this provision, an arbitrator shall be selected by the American Arbitration Association.

Arbitration shall be conducted in the county of your residence unless the parties mutually agree to arbitration in another location.

In the event that a controversy, dispute or claim is submitted to arbitration as provided herein, we will pay the cost of all arbitration proceedings, except for the cost of your representation or attorney's fees. However, in the event that the arbitrator finds that the dispute is without substantial justification, the arbitrator shall have the authority and discretion to order that you bear the cost of the arbitration proceedings and our attorneys' fees and expenses. You also agree that you are waiving any class action or collective action against us for all controversies, disputes or claims under this provision.

The parties agree and understand that the arbitrator shall have all powers provided by the law and this provision. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. The decision of the arbitrator shall be final and binding, with right to court review for abuse of discretion only; except that judgment upon any award rendered may be entered in any court having jurisdiction.

## GENERAL PROVISIONS

**Cancellation by the Insured:** You may cancel this Policy at any time by giving written notice to the Company. We will cancel this Policy upon receipt of such notice or on a later date if specified in the notice. The Company will return any Unearned Premium. The Unearned Premium will be computed on a pro-rata basis. Cancellation will be without prejudice to any claim that began prior to the effective date of cancellation.

**Change of Beneficiary:** You may change Your beneficiary at any time by giving Us notice in writing. The consent of the beneficiary is not required for this or any other change in the Policy, unless the beneficiary is irrevocable.

**Claim Forms:** Upon receipt of a Notice of Claim, We will send You claim forms for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, You will have complied with Proof of Loss requirements if You give to Us within 90 days a written statement of the character and extent of the loss. The written statement must include verification by a Physician that such Insured suffered a loss as defined in this Policy.

**Entire Contract; Changes:** This Policy, with the application and any attached Rider(s), amendments and endorsements, is the entire contract between You and Us. In the absence of fraud, all statements made in any application are considered representations and not warranties. No such statement, unless it is contained in the written application, will:

(1) void the Policy; (2) reduce the benefits; or, (3) be used in defense of a claim.

Only Our officers may change this Policy in whole or part. No change will be valid unless it is: (1) made in writing; (2) signed by such officer; and, (3) attached to this Policy. No other person, including an agent, may change this Policy or waive any of its provisions.

**Grace Period:** This Policy has a 31-day Grace Period. This means that if a premium (other than the first) is not paid on or before the date it is due, it may be paid during the next 31 days after it is due. During the Grace Period, the Policy will stay in force. If the premium is not paid before the Grace Period ends, the coverage will end.

**Legal Action:** No legal action may be brought to recover on this Policy until 60 days after You send Us written Proof of Loss. No such action may be brought after 3 years from the time We require written Proof of Loss.

**Misstatement of Age:** If the age of an Insured has been misstated, We will pay only such amounts as the premium paid would have bought at the correct age. If an Insured's age was overstated, We will refund any excess premium if We are notified of this fact. Our liability will be limited to the refund of the premium paid for the term not covered by the Policy if:

- a. as the result of misstatement of the age of an Insured, We accept premiums for a term beyond the date the coverage would have ceased; or,
- b. according to the correct age the coverage would not have become effective for any reason.

**Notice of Claim:** Written notice of claim must be given to Us within 60 days after a covered loss, or as soon as is reasonably possible. Notice can be given to Us at Our Administrative Office as indicated on the cover of this Policy or to any authorized agent of the Company. Notice should include the name of the Insured and this Policy Number.

**Payment of Claims:** Loss of life benefits, if any, will be paid to the last designated beneficiary shown in Our records. If no beneficiary designation is then in effect, the benefits will be paid to Your estate. All other benefits will be paid to You. If any accrued benefits payable to You are unpaid when You die, We may pay them to Your estate or to Your beneficiary. If benefits are payable to Your estate or to a minor or other person not competent to give a valid release, We may pay such benefit, up to \$5,000, to any relative by blood or marriage to You who is deemed by Us as entitled to such benefits.

If We made a payment in good faith under this provision, We will be released from liability to the extent of the payment.

**Physical Examination and Autopsy:** At Our expense, We can require an Insured to have an examination as often as necessary while a claim is pending, and We can require an autopsy in the event of an Insured's death, unless prohibited by law in the state that the Insured lives.

**Proof of Loss:** Written proof of loss must be furnished to Us at Our Administrative Office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time. Proof must be sent as soon as reasonably possible and except in the absence of legal capacity, no later than 1 year from the time proof is otherwise required. We have the right to request records as may be reasonably necessary to determine if any benefits are payable under this Policy.

**Reinstatement:** Our acceptance of premium after the Grace Period will not reinstate the Policy. If any premium is not paid before the expiration of the Grace Period, coverage for You and any Covered Dependents will lapse. The coverage will be reinstated if all of the following requirements are met:

1. You submit an application for reinstatement to Us and remit the required premium payment, and We issue You a conditional receipt. Submission of premium to Your agent is not submission of premium to Us.
2. We approve Your application for reinstatement.

The coverage will be reinstated on the date We approve Your application for reinstatement. If We have not responded to Your application for reinstatement by the 45th day after We receive the application, the coverage will be reinstated on that date.

Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been

previously paid, but not to any period more than 60 days before the date of reinstatement.

The reinstated Policy will cover only loss that results from: (1) an Injury that occurs after the date of reinstatement; or, (2) a Sickness that starts more than 10 days after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Policy.

After the reinstated Policy has been in force for 2 years from the date of reinstatement, We cannot cancel or deny benefits because of any misstatement, except fraudulent misstatements, made by You in the reinstatement application.

**Right to Review Records:** We have the right to review any records that may apply to Your claim.

**Time Limit on Certain Defenses:** After the Policy has been in force for 2 years from the Policy Effective Date, We cannot cancel or deny benefits because of any misstatement made by You, except fraudulent misstatements, in the application for the Policy.

If a Rider is added after the Policy Effective Date, We cannot cancel or deny Benefits because of a misstatement made by You, except fraudulent misstatements, in the application after the Rider has been in force for 2 years from the Rider's Effective Date.

After the coverage has been in force beyond the Pre-Existing Conditions period, We will pay benefits for any Pre-Existing Conditions not specifically excluded by name or description in the Policy, Rider or endorsement.

**Time of Payment of Claims:** Upon receipt of written Proof of Loss, We will pay the benefits then due.

**Unpaid Premium:** When a claim is paid, any premiums due and unpaid may be deducted from the claim payment.

**Conformity with State Statutes:** Any provision of this Policy that on the Policy Effective Date is in conflict with the statutes of the state in which it was issued is amended to conform to the minimum requirements of such statutes.

**Other Insurance With Us:** You can be insured under only one policy like this one with Us at any one time. If You are insured under more than one such policy, You can select the one that is to remain in effect. In the event of death, this selection will be made by Your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.





