

# CENTRAL UNITED LIFE

Date:

Group name:  
Group Number:  
Insured:  
Policy Number:

Dear,

Thank you for choosing Central United Life Insurance Company to fulfill your insurance needs.

Listed below is the information we used to issue your policy. Please verify the accuracy of the information and inform us of any changes that need to be made.

Name of the Insured:

Type of Coverage:

Address:

Effective Date:

Mode of Payment:

Premium: \$

Central United offers personalized, responsive service to all of our policyowners. Although, your agent and our customer service representatives are always available to answer your questions, we encourage you to access policy information on our website which is available 24 hours a day and 7 days a week. Our web address is [www.manhattanlife.com](http://www.manhattanlife.com). Once you arrive at our home page, click on Policy Inquiry Log-in, which is located under the Policy Holder Services menu. You will then be prompted to enter your Policy Number and Password. Your password has been initially set to the date of birth (YYYYMMDD) of the policyowner.

If you are unable to log-in successfully or need any additional information, you may contact your servicing agent or our Customer Service Center at 1-800-669-9030.

Sincerely,



Reeta Chhabra, Director  
New Business

Central United Life Insurance Company  
10700 Northwest Freeway  
Houston, TX 77092

Phone: 713-529-0045  
Toll Free: 800-669-9030



# CENTRAL UNITED LIFE INSURANCE COMPANY

10700 Northwest Freeway  
Houston, Texas 77092

---

**THIS IS A LEGAL CONTRACT BETWEEN YOU AND US. READ YOUR POLICY CAREFULLY!**

**THIS IS A LIMITED POLICY. READ IT CAREFULLY.**

**CRITICAL ILLNESS ONLY POLICY  
GUARANTEED RENEWABLE FOR LIFE  
SUBJECT TO THE COMPANY'S RIGHT TO CHANGE PREMIUMS**

In this Policy, you, the Named Insured, will be referred to as "you", "your", "yours" or "Named Insured" as defined on page 5. The Named Insured and other Covered Family Members will be referred to as "Covered Person" as defined on page 4. Central United Life Insurance Company will be referred to as "we", "our", "us", or "the Company".

**IMPORTANT NOTICE! PLEASE READ!**

This Policy is issued in consideration of statements made in your application and the payment of premiums shown in the Policy Schedule. Your application and the Policy Schedule are attached to and made a part of this Policy. If, to the best of your knowledge and belief, there is any misstatement in your application or if any past medical history has been omitted, please write to Central United Life Insurance Company within 10 days regarding the incorrect or omitted information; otherwise, your Policy may not be a valid contract. We agree to indemnify you, and other Covered Family Members to the extent provided herein. The following paragraphs set forth the insurance benefits, limitations and exclusions, the definition of terms and other provisions of this Policy.

**INSURED'S RIGHT TO EXAMINE POLICY**

If you are not satisfied with this Policy, you may return it for a full refund of premium. You may return this Policy by delivering it or mailing it to: (1) the agent who took your application; or, (2) our Home Office at 10700 Northwest Freeway, Houston, Texas 77092. You must do this within 10 days after you receive this Policy. Immediately upon such delivery or mailing, this Policy will be deemed void from the beginning. Any premium you have paid will be refunded. When returning this Policy under this provision, you should state: "This Policy is returned for cancellation and refund of premium".

**RENEWAL AND PREMIUM PAYMENT PROVISION**

You have the right to renew this Policy if you pay the correct premium when due or within the Grace Period. If premiums are paid on time, we cannot cancel this Policy or place any restrictive rider on it. Send your premiums to us at our Home Office, in Houston, TX. Also, we reserve the right to change premiums from time to time. If we do change the premiums, we will do so only:

1. if we change the premiums for all policies of this class in your entire state;
2. if such change is in accordance with the laws and regulations of your state; and
3. if we give you 30 days notice before such change becomes effective.

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY**

## TABLE OF CONTENTS

<b>COVER PAGE</b>	<b>1</b>
<b>IMPORTANT NOTICE! PLEASE READ!</b>	<b>1</b>
<b>INSURED'S RIGHT TO EXAMINE POLICY</b>	<b>1</b>
<b>RENEWAL AND PREMIUM PAYMENT PROVISION</b>	<b>1</b>
<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>POLICY SCHEDULE</b>	<b>3</b>
<b>DEFINITIONS</b>	<b>4</b>
<b>BENEFITS</b>	<b>6</b>
First Occurrence Benefit	6
Reoccurrence Benefit	7
Hospital Confinement Benefit	7
Monthly Income Benefit	7
Ambulance Benefit	7
Transportation Benefit	7
Lodging Benefit	7
Waiver of Premium Benefit	8
<b>EXCLUSIONS</b>	<b>8</b>
<b>PRE-EXISTING CONDITION LIMITATION</b>	<b>8</b>
<b>TERMINATION OF INSURANCE</b>	<b>8</b>
<b>CONVERSION RIGHT</b>	<b>8</b>
<b>PREMIUM PAYMENT AND POLICY REINSTATEMENT</b>	<b>9</b>
<b>ARBITRATION PROVISION</b>	<b>9</b>
<b>CLAIM PROVISIONS</b>	<b>10</b>
<b>GENERAL PROVISIONS</b>	<b>11</b>

**CENTRAL UNITED LIFE INSURANCE COMPANY**

**CRITICAL ILLNESS ONLY POLICY**

**POLICY SCHEDULE**

**NAMED INSURED:**

**POLICY NUMBER:**

**TYPE OF COVERAGE:**

**EFFECTIVE DATE:  
RENEWAL DATE:**

<b>FORM #</b>	<b>BENEFIT DESCRIPTION:</b>	<b>PREMIUM</b>
CI-B TX	Guaranteed Renewable Subject to Company's Right to Change Premium Critical Illness Only First Occurrence Benefit @2,500 per unit Number of Units Purchased= 4.00	

**PREMIUM**

Initial Premium: \$

Modal Premium: \$ Monthly Payroll

For questions or information on premiums or claims, call 1-800-669-9030.

## DEFINITIONS

**Ambulance** means a ground or air vehicle which is licensed as required by law, as an Ambulance, and is equipped to transport sick or injured persons.

**Coma** means a continuous state of profound unconsciousness, classified on the Glasgow Coma Scale as seven or below and characterized by the absence of:

1. spontaneous eye movements;
2. response to painful stimuli; and
3. vocalization.

The condition must require intubation for respiratory assistance.

**Confined/Confinement** means a Covered Person's admission to a Hospital for 14 hours or more as an overnight bed patient for which a charge is made for room and board.

**Coronary Artery Bypass Surgery** means open heart surgery, to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to, balloon angioplasty, laser relief, stents or other nonsurgical procedures. This surgery requires placement of patient on a cardiac pulmonary bypass machine.

**Covered Family Members** means an Insured Spouse and/or Insured Children or an Insured Child.

**Covered Person** means any of the following:

1. the Named Insured; or
2. the Insured Spouse; or
3. any eligible family member named in the application (including the Named Insured) and not excluded from coverage by a signed waiver; or
4. any eligible family member added to this Policy by endorsement after the Policy Date; or
5. a newborn child.

Under an "Individual" Policy, newborn children are automatically covered from birth for a period of 31 days. In order to have coverage continue beyond such 31-day period, notification of the birth of a child and payment of a "Family" premium must be paid to us within 31 days. If this is a "One Parent Family" or a "Two Parent Family" Policy, newborn children are automatically covered from birth. It is not necessary for you to notify us of the child's birth, and there is no change in premium.

**Covered Specified Health Event or Loss** means a Specified Health Event not excluded as provided in the Exclusions or Pre-Existing Conditions Limitation provisions, and:

1. in connection with the Specified Health Event for which a First Occurrence Benefit is paid under this Policy; and
2. in connection with a Specified Health Event other than the Specified Health Event for which a First Occurrence Benefit was paid under this Policy.

**End-Stage Renal Failure** means irreversible failure of the function of both kidneys requiring a Covered Person to undergo regular hemodialysis or peritoneal dialysis at least weekly.

**Experimental** means a device, treatment or procedure that meets one or more of the following criteria:

1. if the device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval of marketing has not been given at the time the device is furnished;
2. if the device, treatment or procedure, or the patient informed consent document utilized with the device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if Federal law requires such review and approval;
3. if Reliable Evidence shows that the device, treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental study or investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its safety, or its efficacy as compared with a standard means of treatment or diagnosis; or
4. if Reliable Evidence shows that the prevailing opinion among experts regarding the device, treatment or procedure is that further studies or clinical trials are necessary to determine its safety or its efficacy as compared with a standard means of treatment or diagnosis.

**Heart Attack** means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Diagnosis of a Heart Attack requires all three of the following criteria: (a) clinical picture of myocardial

infarction; (b) new EKG findings consistent with myocardial infarction; and (c) elevation of cardiac enzymes above standard laboratory levels of normal (in case of CPK, a CPK-MB measurement must be used).

Confirming diagnostic data from one or more of the following test results, or other diagnostic tests as may be determined, may also be required in support of a diagnosis of myocardial infarction: (a) thallium; (b) PECT; (c) stress echo results; or (d) cardiac catheterization.

**Hospital** means a legally operated institution which: maintains and uses on its premises or in facilities available to it on a prearranged basis, a laboratory, x-ray equipment, and an operating room; maintains permanent and full-time facilities for the care of overnight resident bed patients under the supervision of one or more licensed Physicians; provides 24-hour-a-day nursing service by or under the supervision of a registered professional Nurse, and maintains on the premises the patient's written history and medical records.

The term "Hospital" shall not include any institution, or part thereof used as a place for rehabilitation, rest, the aged, drug addicts or alcoholics, a mental institution, sanitarium, nursing home, geriatrics ward, or an extended care facility for the care of convalescent or rehabilitative patients. Furthermore, the term "Hospital" shall not include any facility contracted for or operated by the United States Government for the treatment of members or ex-members of the armed forces, except where a legal liability exists.

**Insured Children or Insured Child** means any dependent child or children for whom you have applied for insurance under this Policy and for whom premium payments are made. At the time of application, a dependent child must be: (a) dependent upon you for his or her support; (b) unmarried; (c) under the age of twenty-five; (d) your child or your spouse's child, your grandchild, natural born, legally adopted, or pending legal adoption and is in placement in the residence of the Named Insured. A dependent child includes a stepchild or a child under a medical support order issued under Chapter 154 Family Code or enforceable by a court in this state.

**Insured Spouse** means your spouse for whom you have applied for insurance coverage under this Policy and for whom premium payments are made. At the time of application, your spouse must be at least 18 years of age and no more than 69 years of age.

**Life Threatening Cancer** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue including leukemia and Hodgkin's Disease (except Stage 1 of Hodgkin's Disease). The disease must be supported by histological evidence of malignancy.

Life Threatening Cancer does not include: (a) pre-malignant tumors or polyps; (b) cancer in-situ, intraductal non-invasive carcinoma of the breast, carcinoma of the appendix, Stage 1 transitional carcinoma of the urinary bladder; (c) any skin cancers other than melanomas; (d) Stage 1 Hodgkin's Disease; or (e) tumors in presence of HIV.

**Major Human Organ Transplant** means a surgery in which a Covered Person receives, as a result of a surgical transplant, one or more of the following organs: kidney, liver, heart, heart-lung, lung or pancreas. It does not include transplants involving mechanical or nonhuman organs.

**Major Third-Degree Burns** means an area of tissue damage in which there is destruction of the entire epidermis and underlying dermis that covers more than 10% of total body surface and that is caused by heat, electricity, radiation or chemicals.

**Named Insured** means the Named Insured who applies for this Policy. At the time of application, you, the Named Insured must be at least 18 years of age and no more than 69 years of age.

**Paralysis** means spinal cord injuries resulting in paraplegia or quadriplegia (complete and total loss of use of two or more limbs) confirmed by the Covered Person's attending Physician.

**Physician** means a Physician who is duly qualified and legally licensed to practice medicine and who is legally authorized to and does use the designation M.D.; who is a duly licensed Physician of osteopathy who uses the designation D.O.; or any Physician who is legally practicing within the scope of his or her license. The term includes surgeons and other specialists who meet the preceding definition. "Physician" does not include any Covered Person or member of the family by blood, marriage, or adoption.

Benefits will be paid only if the services provided are covered under this Policy and are within the scope and limitation of the license of the Physician performing the service.

Reimbursement under this Policy shall not be denied because the service is rendered or legally performed by a licensed practitioner or by a person licensed as a chiropractor, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiroprapist, or clinical nurse specialist who renders mental health services, audiologist or speech pathologist.

**Policy Date or Effective Date** means the date we issued this Policy, and it becomes effective.

**Pre-Existing Condition** means any sickness, injury or condition for which symptoms existed within 12 months prior to the Policy Date, even when such Pre-Existing Condition is revealed in the application. This condition is one that would cause an ordinary prudent person to seek diagnosis, care or treatment, or a condition for which medical advice or treatment was received from a Physician within the 12 months immediately prior to the Policy Date.

**Reliable Evidence** means only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same device, treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same device, treatment or procedure.

**Reoccurrence** means:

1. with respect to a Covered Specified Health Event for which a First Occurrence Benefit has been paid to a Covered Person under this Policy, all subsequent diagnosis or surgeries for such Covered Specified Health Event for that Covered Person; and
2. all diagnosis or surgeries for all Covered Specified Health Events other than the Covered Specified Health Event for which a First Occurrence Benefit has been paid to a Covered Person under this Policy.

**Specified Health Event** means Heart Attack, Stroke, Coronary Artery Bypass Surgery, End-Stage Renal Failure, Major Human Organ Transplant, Major Third-Degree Burns, Coma, Life Threatening Cancer or Paralysis.

**Stroke** means an acute cerebral vascular incident producing permanent, neurological impairment and resulting in Paralysis or other measurable objective neurological defect persisting for at least 30 days. Diagnosis of a Stroke must be evidence by a clinical picture of permanent neurological damage provided from a CAT scan and/or an MRI, or such other diagnostic tests as may be required.

Stroke does not include Transient, Ischemic Attacks and attacks of Vertebrobasilar Ischemia.

**Total Disability or Totally Disabled** means the Named Insured, as a result of a Covered Specified Health Event, is receiving care by a Physician which is appropriate for the treatment of the Covered Specified Health Event and:

1. is unable to engage in any employment or occupation for which he is qualified or for which he becomes qualified for by reason of education, training or experience; or
3. if not employed, is unable to do substantially all the normal activities of a person of like age or sex who is in good health.

## **BENEFITS**

Subject to the exclusions, limitations and all other provisions of this Policy, the benefit amount described below are payable for a Covered Person while this Policy is in force with respect to such Covered Person subject to the maximums shown.

1. **First Occurrence Benefit.** The First Occurrence Benefit shown in the Schedule will be paid if any of the following Losses occurs for the first time in the Covered Person's lifetime and while this Policy is in force with respect to the Covered Person:
  1. the Covered Person is diagnosed as having End-Stage Renal Failure, Major Third Degree Burns, Paralysis, Coma, Heart Attack, Life Threatening Cancer or Stroke following the Effective Date; or
  2. the Covered Person undergoes Coronary Artery ByPass Surgery, or Major Human Organ Transplant following the Effective Date.

The Company must be provided with a diagnosis by a Physician accompanied by documentation supported by clinical, radiological, histological and laboratory evidence satisfactory to the Company. The Company may, at its expense, require an examination or further tests by a Physician of its choice.

This benefit is limited to one First Occurrence Benefit per Covered Person.

2. **Reoccurrence Benefit. No Lifetime Maximum.** A Reoccurrence Benefit will be paid for a Covered Person if:
  1. the First Occurrence Benefit has been paid under this Policy for the Covered Person; and
  2. such Covered Person later has a Reoccurrence which occurs more than 365 days following the date the First

Occurrence Benefit became payable.

The Reoccurrence Benefit is payable each time the Covered Person has a Reoccurrence provided such Reoccurrence occurs more than 365 days following the later of: (a) the date the First Occurrence Benefit became payable; or (b) the date the previous Reoccurrence Benefit became payable.

The benefit paid is one-half of the First Occurrence Benefit shown in the Schedule.

3. **Hospital Confinement Benefit. No Lifetime Maximum.** A Hospital Confinement Benefit will be paid for a Covered Person if such Covered Person is Confined in a Hospital for treatment of a Covered Specified Health Event. The benefit paid is \$300 for each day of Confinement.

Confinement for treatment of the Covered Specified Health Event must occur within 500 days following the occurrence of the most recent Covered Specified Health Event. This benefit is payable for only one Covered Specified Health Event at a time per Covered Person.

4. **Monthly Income Benefit.** When a First Occurrence Benefit for a Covered Specified Health Event has been paid under this Policy for a Covered Person, a Monthly Income Benefit for the same Covered Specified Health Event will be payable to such Covered Person for 12 months. The benefit paid for each month is ten percent of the First Occurrence Benefit paid. The first Monthly Income Benefit payment is payable beginning one calendar month following the date the Covered Specified Health Event occurred for which the First Occurrence Benefit was paid.

5. **Ambulance Benefit. No Lifetime Maximum.** An Ambulance Benefit will be paid if a Covered Person requires Ambulance transportation to or from a Hospital due to a Covered Specified Health Event. The benefit paid is \$250 for ground Ambulance transportation and \$1,000 for air Ambulance transportation. This benefit will not be paid more than two times per occurrence of a Covered Specified Health Event. The Ambulance transportation must occur within 180 days following the occurrence of the most recent Covered Specified Health Event. This benefit is payable for only one Covered Specified Health Event at a time per Covered Person.

6. **Transportation Benefit. No Lifetime Maximum.** A Transportation Benefit of 50 cents per mile for noncommercial travel or the costs incurred for commercial travel (coach class plane, train or bus fare) will be paid for a Covered Person if the local attending Physician prescribes special medical treatment due to and within 180 days following the occurrence of the most recent Covered Specified Health Event. Such medical treatment must be provided in a Hospital or medical facility that is located outside of a 75-mile radius of the residence of the Covered Person. This benefit is paid in connection with noncommercial travel or the costs incurred for transportation of such Covered Person for the round trip distance between the Hospital or medical facility and the residence of the Covered Person.

The Transportation Mileage Benefit will be made only for the method of transportation actually taken and only for the Covered Person for whom the special treatment is prescribed. If the special treatment is for an Insured Child, and commercial travel is necessary, this benefit is payable for up to two adults to accompany the Insured Child.

This benefit is limited to \$1,500 per occurrence of a Covered Specified Health Event. This benefit is payable for only one Covered Specified Health Event at a time per Covered Person.

7. **Lodging Benefit. No Lifetime Maximum.** The actual charges incurred up to \$70 per day will be paid for a Covered Person or any one adult member of the Immediate Family when a Covered Person receives special medical treatment at a Hospital or medical facility due to and within 180 days following the occurrence of the most recent Covered Specified Health Event. The Hospital, medical facility and lodging must be located outside of a 75-mile radius of the Covered Person's residence.

No Lodging Daily Benefit will be paid for lodging occurring more than 24 hours prior to the special medical treatment or for lodging occurring more than 24 hours following the special medical treatment.

This benefit is limited to 15 days per occurrence of a Covered Specified Health Event. This benefit is payable for only one Covered Specified Health Event at a time per Covered Person.

8. **Waiver of Premium Benefit.** If the Named Insured becomes Totally Disabled for 60 days as a result of a Covered Specified Health Event, we will waive the premiums that fall due while that person is Totally Disabled. The Total Disability must begin before the policy anniversary following that person's attainment of age 60. To be eligible for this benefit, premiums must continue to be paid for 60 days after the commencement of Total Disability. Upon approval of

this benefit, waiver of premiums will begin on the premium due date next following 60 days of continuous Total Disability. This benefit does not apply to the Total Disability of the Insured Spouse or Insured Child(ren).

### **EXCLUSIONS**

We will not pay benefits for loss resulting from or in connection with the following:

1. a Specified Health Event occurring prior to the Effective Date;
2. participation in any activity or event, including the operation of a vehicle, while under the influence of a controlled substance (unless administered by a Physician or taken according to the Physician's instructions) or while intoxicated as defined by the law of the jurisdiction in which the cause of the Loss occurs;
3. participating in any sport or sporting activity for wage, compensation or profit;
4. intentionally self-inflicting bodily injury or attempted suicide;
5. war or any act of war, whether declared or undeclared, while serving in the military service or any auxiliary attached thereto;
6. travel in or descent from an aircraft, except while a fare-paying passenger;
7. committing or attempting to commit a felony;
8. engaging in an illegal occupation; or
9. an Experimental Major Human Organ Transplant.

### **PRE-EXISTING CONDITION LIMITATION**

During the first 12 months following the Effective Date of this Policy, any Specified Health Event that occurs due to a Pre-Existing Condition is not covered and no benefits will be payable under this Policy in connection with such Specified Health Event. However, after the first 12 months following the Effective Date of this Policy, benefits will be provided in connection with all Covered Specified Health Events other than a Specified Health Event that occurred due to a Pre-Existing Condition during the first 12 months following the Effective Date of this Policy.

### **TERMINATION OF INSURANCE**

A. Coverage under this Policy will end on the earlier of: (a) the date requested in writing by you; or (b) the end of the Grace Period if the required premium has not been paid.

B. Coverage of your Insured Spouse ends on the next premium due date after the date of divorce or legal separation from you, the Named Insured.

C. Coverage of an Insured Child ends on the premium due date following: the attainment of age 25; or marriage, whichever occurs first. However, coverage may be continued for a physically or mentally handicapped child who is incapable of self-sustaining employment and is dependent on you for support. Proof of this must be received at least 31 days before such child attains age 25. We reserve the right to require additional proof of such incapacity and dependency; however, we will not require such proof more than once a year after the dependent child attains age 25.

D. If you die while this Policy is in force, your Insured Spouse will be deemed the Named Insured. If your spouse is not an insured on the date of your death, coverage will terminate at the end of the term for which premium has been paid. Premium accepted for coverage extending beyond the date, age or event specified for termination as to a Covered Person will be refunded according to the "Refund of Unearned Premium" provision. Termination under this provision shall not affect a claim existing on the date of such termination.

### **CONVERSION RIGHT**

If coverage of a Covered Person, other than the Named Insured, terminates for any reason other than failure to pay premiums, such Covered Person may be issued, without evidence of insurability, an individual critical illness policy (the conversion policy), provided the Company then issues such a policy, on the following conditions:

1. we must receive written application for the conversion policy no later than the date on which such coverage under this Policy terminates for the Covered Person. The effective date of the conversion policy will be the date of the termination of the coverage under this Policy.
2. the premium for the conversion policy shall be that which we are charging for the conversion policy on its issue date.
3. the conversion policy will be on such form as is then being issued by us and will provide critical illness benefits that most nearly approximate the benefits provided by this Policy.
4. the conversion policy will exclude any condition excluded by this Policy with respect to such Covered Person at the

- time of termination of coverage. No new conditions will be excluded in the conversion policy.
5. benefits payable under the conversion policy will be reduced by any benefits payable under this Policy with respect to such Covered Person after termination of coverage under this Policy.
  6. if this is a "Two Parent Family" Policy, and you and your Insured Spouse dissolve your marriage by a valid decree of divorce, we will issue a new policy to your spouse. The new policy will be issued without evidence of insurability. It is subject to your spouse being insured at the time of the final decree of divorce. The new policy will be issued subject to conditions 1 through 5 above except that application must be made within 60 days after the final decree of divorce.

## **PREMIUM PAYMENT AND POLICY REINSTATEMENT**

### **GRACE PERIOD**

After the first premium is paid, each subsequent premium can be paid in the Grace Period. Any Grace Period will last 31 days after the due date. During this time, this Policy will remain in full force. If a past due premium is not paid by the end of the Grace Period, this Policy will lapse. The lapse date will be the last day of the renewal period for which a premium payment was made. Any claims incurred after this lapse date will not be covered.

### **REINSTATEMENT**

If you do not pay your premium before the end of the Grace Period, your Policy will lapse. Later acceptance of the premium by us without requiring an application for reinstatement will reinstate your Policy. We may require an application; if we do, you will be given a conditional receipt for the premium. If the application is approved, your Policy will go back in force as of the approval date. Lacking such approval, your Policy will be reinstated on the forty-fifth day after the conditional receipt date, unless we have written you of our disapproval. The reinstated Policy shall cover only Loss resulting from a Covered Specified Health Event that occurs after the date of reinstatement. In all other respects, the Covered Person(s) and the Company shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement. Other than the above restrictions, and any restrictions made a part of this Policy upon reinstatement, you and this Company will have the same rights as at the time your Policy lapsed.

### **REFUND ON UNEARNED PREMIUM**

If this Policy is cancelled by the Named Insured prior to its renewal date or expiration date, and the premiums are paid in advance on such Policy, we will refund to the Named Insured the unearned portion of such premiums paid for any period beyond the end of the policy month in which the cancellation occurred. Premium refunds due upon death of a Covered Person shall be paid in the same manner as stated herein.

## **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 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 Policy. 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 Policy.

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 Policy, 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.

The parties agree and understand that the arbitrator shall have all powers provided by the law and this Policy. 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.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of claim must be given to the Company within sixty days after the occurrence of any Loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured or the beneficiary to the Company at Houston, Texas or to any authorized agent of the Company, with information sufficient to identify the Covered Person, shall be deemed notice to the Company.

### **CLAIM FORMS**

The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of Loss. If such forms are not furnished within fifteen days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of Loss upon submitting, within the time fixed in this Policy for filing proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

### **PROOF OF LOSS**

We must receive written proof of Loss within 90 days after it occurs. If proof is not given within this time because it is not reasonably possible, we will not refuse or reduce the claim. However, unless the claimant is legally incapacitated, we will not accept proof of Loss later than 1 year after it is due, and we will not pay any benefits for the claims, which the proof of Loss supports.

### **TIME OF PAYMENT OF CLAIMS**

Benefits payable under this Policy for any Loss other than the Monthly Income Benefit will be payable immediately upon receipt of due written proof of Loss. Subject to due written proof of Loss, all benefits payable under this Policy for the Monthly Income Benefit will be payable monthly and any balance remaining unpaid at the Covered Person's death will be paid as soon as possible after receipt of proof of such death.

## **PAYMENT OF CLAIMS**

All benefits under this Policy will be payable to you. Any benefits left unpaid at your death will be paid to your estate or beneficiary. If benefits under this Policy are payable to your estate, to a minor, or to someone not legally competent, we may pay benefits of up to \$1,000.00 (or any amount specified by state law) to any relative by blood or marriage if we decide that such a person is equitably entitled to the payment.

## **PHYSICAL EXAMINATIONS AND AUTOPSY**

The Company at its own expense shall have the right and opportunity to examine the Covered Person when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **UNPAID PREMIUMS**

Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT; CHANGES**

This Policy, including a copy of the application for same, the endorsements, and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

### **TIME LIMITS ON CERTAIN DEFENSES**

After two years from the Effective Date of this Policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void this Policy or to deny a claim for Loss incurred commencing after the expiration of such two-year period.

### **CONFORMITY WITH STATE STATUTES**

Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which the Named Insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

### **LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of Loss is required to be furnished.

### **ASSIGNMENT**

We will not honor any assignment of this Policy unless it is in writing and filed with us at our home office. It is up to you to make sure the assignment is valid.

### **MISSTATEMENT OF AGE**

If the age of any Covered Person has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

**OTHER INSURANCE IN THIS COMPANY**

Insurance effective at any one time on the Named Insured under a like policy or policies in this Company is limited to the one such policy elected by the Named Insured, his beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

**CHANGE OF BENEFICIARY**

Unless the Named Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Named Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.


**PAYMENTS UNDER THE TEXAS MEDICAL ASSISTANCE ACT**

If you are a resident of Texas, the benefits under this Policy will not be reduced or denied because such benefits are covered by The Medical Assistance Act of 1967, as amended. Benefits will be paid to the Texas Department of Human Resources for the actual cost of medical expenses it pays through medical assistance for a person, child, or children insured by this Policy, if the Covered Person would otherwise be entitled to payment of benefits for such medical expenses. Benefits so paid will, in no event, exceed benefits otherwise payable under this Policy. Any benefits payable for expenses not paid by such Department will be paid as provided in this Policy.

**TERM OF POLICY**

The term of this Policy begins on the Effective Date shown in this Policy Schedule at 12:00 o'clock, noon, standard time, of the place where the Named Insured then resides and ends at 12:00 o'clock, noon, the same standard time on the first Renewal Date. Each renewal term ends at 12:00 o'clock, noon, the same standard time, on the next following Renewal Date. Renewal Dates are determined by the mode of payment. The mode of payment for the original term of this Policy is shown in the Policy Schedule. An annual premium will maintain this Policy in force for twelve months, semi-annual for six months, quarterly for three months. If the mode of payment is shown as "monthly", the term is for one month.

IN WITNESS WHEREOF, Central United Life Insurance Company has caused this Policy to be signed by its President and its Secretary at its Home Office in the city of Houston, Texas as of the Effective Date shown on the application.



Mary Lou Rainey  
Secretary



Dan George  
President

# PRIVACY POLICY

## A Commitment to Protecting, Preserving, and Respecting Your Privacy

Your privacy is important to us. This Privacy Policy ("Policy") describes the standards we follow in handling information about you that is not publicly available, herein called "nonpublic personal information". This Privacy Policy applies to the following: Manhattan Life Insurance Company, Central United Life Insurance Company, Investors Consolidated Insurance Company, Family Life Insurance Company, and all coinsurance and assumption reinsurance treaties administered and/or assumed.

**This Privacy Policy is provided to you for informational purposes only. You do not need to call or take any action in response to this notice. We recommend that you read and retain this Privacy Policy with your insurance papers.**

### A Summary of the Guidelines for Manhattan Life Insurance Company Central United Life Insurance Company Investors Consolidated Insurance Company and Family Life Insurance Company ("The Companies")

- We collect nonpublic personal information to process and administer our customers' business and to ensure that we are satisfying their financial and insurance needs.
- We do not share any nonpublic personal information about our customers to anyone, except as permitted by law.
- We use our customers' information responsibly to provide them with benefits and improved products and services.
- We have policies and procedures in place to protect our customers' nonpublic personal information.
- We hold our employees to the highest standards of conduct in ensuring this confidentiality.
- We comply with federal and state privacy laws and regulations.
- Our privacy policy applies to customers with a current or former relationship.

### Types of Nonpublic Personal Information We Collect and How We Use It

As part of our insurance business, employees, representatives, agents and selected third parties may collect nonpublic personal information about our customers. This includes the following:

- Information we have received from you on applications or other forms.
- Information about transactions with us, our affiliates or third parties.
- Information from others, such as credit reporting agencies, employers, and federal and state agencies.
- Nonpublic personal health information, like medical reports, for certain types of insurance policies in order to underwrite the policy, administer claims or perform other insurance or insurance related functions.
- Examples of nonpublic personal information we may collect are your name, address, social security number, date of birth, gender, medical history, account activity, account balances, income, assets, marital status, payment history, insurance premiums, and information received from a consumer and/or credit reporting agency.
- Please note: There may be instances when the agents and representatives referred to above may not be acting on behalf of "The Company", in which case they may collect nonpublic personal information on their own behalf or on behalf of another. In these instances, "The Companies" Privacy Policy would not apply.

### Types of Nonpublic Personal Information We Share and with Whom We Disclose

- We do not share nonpublic personal information about our customers with anyone, except as permitted by law. We may disclose, as allowed by law, all types of nonpublic personal information as is necessary in order to conduct our business to: (1) affiliated companies, employees, agents, representatives and third parties that administer and service customer accounts on our behalf and that market our services; or (2) other insurance and/or financial institutions with which we have joint marketing agreements.
- Examples of the types of companies and individuals with whom we disclose nonpublic personal information are attorneys, trustees, third-party administrators, insurance agents, registered brokers/dealers, insurance companies, insurance support organizations, banks, credit reporting agencies, medical professionals, auditors, federal and state regulators, transfer agents, and reinsurers.
- If medical information is collected in the course of providing insurance services to you, this personally identifiable health information will not be used for any purpose, unless the customer or the applicable law authorizes further sharing.
- We do not sell nonpublic personal information about our customers to other companies so they may solicit you.
- We disclose this nonpublic personal information outside the company only as authorized by you or for a specific business purpose.

### Our Safeguards to Protecting Nonpublic Personal Information

- We restrict access to nonpublic personal information to authorized individuals who need to know the information to provide benefits and improved products and services to our customers.
- We have guidelines in place that inform and give direction to our employees, agents, and representatives acting on our behalf on how to protect and use nonpublic personal information.
- We maintain physical, electronic, and procedural safeguards that protect nonpublic personal information.
- We will continue to enhance our security procedures, as new technologies become available.

### Additional Privacy Policy Information

- This Policy is provided to you in accordance with the privacy provisions in Title V of the Gramm-Leach-Bliley Act. We may change this policy and/or related procedures at any time, in accordance with applicable federal and state laws. Customers with a continuing relationship will receive appropriate notice if our Policy changes.
- **Our Policy will be available to all interested parties on our web site at [www.manhattanlife.com](http://www.manhattanlife.com).**



## HIPAA PRIVACY NOTICE

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

The terms of this Notice of Privacy Practices – Protected Health Information (“Notice”) applies to Protected Health Information (defined below) associated with Health Plans (defined below) issued by or as used in this notice The Manhattan Insurance Group (MIG). Central United Life Insurance Company, Manhattan Life Insurance Company, Investors Consolidated Insurance Company are members of this group. This Notice describes how MIG may use and disclose Protected Health Information to carry out payment and health care claims and/or operations and for other purposes that are permitted or required by law.

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to maintain the privacy of Protected Health Information and to provide our policyholders with notice of our legal duties and privacy practices concerning Protected Health Information. In the event applicable law, other than HIPAA, prohibits or materially limits our uses and disclosures of Protected Health Information, as set forth below; we will restrict our uses or disclosure of your Protected Health Information in accordance with the more stringent standard. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all Protected Health Information maintained by us. If we make material changes to our privacy practices, we will mail copies of revised notices to all policyholders then covered by a Health Plan. Copies of our current Notice may be obtained by contacting MIG at the telephone number or address below, or on our Web site at [www.manhattanlife.com](http://www.manhattanlife.com).

### DEFINITIONS

Protected Health Information (“PHI”) means individually identifiable health information, as defined by HIPAA, that is created or received by MIG and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

### USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

The following categories describe different ways that we use and disclose PHI. For each category of uses and disclosures we will explain what we mean and, where appropriate, provide examples for illustrative purposes. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted or required to use and disclose PHI will fall within one of the categories.

**Your Authorization** – Except as outlined below, we will not use or disclose your PHI unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing except to the extent that we have taken action in reliance upon the authorization or that the authorization was obtained as a condition of obtaining insurance, and we have the right, under other law, to contest a claim under the policy or the policy itself.

**Uses and Disclosures for Payment** – We may make requests, uses and disclosures of your PHI as necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims. We may also disclose your PHI for the payment purposes of a health care provider or another Health Plan.

**Uses and Disclosures for Health Care Operations** – We may use and disclose your PHI as necessary for our health care operations. Examples of health care operations include underwriting, premium rating or other activities relating to the creation, renewal, or replacement of a Health Plan, reinsurance, compliance, auditing, rating, business management, quality improvement and assurance, and other functions related to your Health Plan.

**Family and Friends Involved in Your Care** – If you are available and do not object, we may disclose your PHI to your family, friends, and others who are involved in your care or payment of a claim. If you are unavailable or incapacitated and we determine that a limited disclosure is in your best interest, we may share limited PHI with such individuals. For example, we may use our Professional judgment to disclose PHI with your spouse concerning the processing of a claim. If you do not wish MIG to share PHI with your spouse or others, you may exercise your right to request a restriction on MIG’s disclosures of your PHI (see below).

**Business Associates** – Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these outside persons and organizations include our duly appointed insurance agents and vendors that help us process your claims. At times it may be necessary for us to provide certain aspects of your PHI to one or more of these outside persons or organizations.

**Other Products and Services** – We may contact you to provide information about other health-related products and services that may be of interest to you. For example, we may use and disclose your PHI for the purpose of communicating to you about our health insurance products that could enhance or substitute for existing Health Plan coverage, and about health-related products and services that may add value to your Health Plan.

**Other Uses and Disclosures** – We may make certain other uses and disclosures of your PHI without your authorization.

- We may use or disclose your PHI for any purpose required by law. For example, MIG may be required by law to use or disclose your PHI to respond to a court order.
- We may disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations.
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect or domestic violence.
- We may disclose your PHI if authorized by law to a government oversight agency (e.g., a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- We may disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for cadaver organ, eye or tissue donation.
- We may use or disclose your PHI for research purposes, but only as permitted by law.
- We may use or disclose your PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services, and we may also disclose your PHI for other specialized government functions such as national security or intelligence activities.
- We may disclose your PHI to workers' compensation agencies for your workers' compensation benefit determination.
- We will, if required by law, release your PHI to the Secretary of the Department of Health and Human Services for enforcement of HIPAA.

## **RIGHTS THAT YOU HAVE**

**Access to your PHI** – You have the right to copy and/or inspect your PHI that we maintain. Certain requests for access to your PHI must be in writing, must state that you want access to your PHI and must be signed by you or your representative (e.g., requests for medical records provided to us directly from your health care provider). Access request forms are available from MIG at the address below. We may charge you a fee for copying and postage.

**Amendments to Your PHI** – You have the right to request that PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. To be considered, your amendment request must be in writing, must be signed by you or your representative, and must state the reasons for the amendment/correction request. Amendment request forms are available from MIG at the address below.

**Accounting for Disclosures of Your PHI** – You have the right to receive an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. To be considered, your accounting requests must be in writing and signed by you or your representative. Accounting request forms are available from MIG at the address below. The first accounting in any 12-month period is free; however, we may charge you a fee for each subsequent accounting you request within the same 12-month period.

**Restrictions on Use and Disclosure of Your PHI** – You have the right to request restrictions on our uses and disclosures of your PHI for insurance payment or health care operations, disclosures made to persons involved in your care, and disclosures for disaster relief purposes. For example, you may request that we do not disclose your PHI to your spouse. Your request must describe in detail the restriction you are requesting. HIPAA does not require us to agree to your request, but we will accommodate reasonable requests when appropriate. We retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction. By contacting MIG at the telephone number or address below you may make requests for a restriction (or termination of an existing restriction).

**Request for Confidential Communications** – You have the right to request that communications regarding your PHI be made by alternative means or at alternative locations. For example, you may request that messages not be left on voice mail or sent to a particular address. We are required to accommodate reasonable requests if you inform us that disclosure of all or part of your information could place you in danger. Requests for confidential communications must be in writing, signed by you or your representative, and sent to MIG at the address below.

**Right to a Copy of the Notice** – You have the right to a paper copy of this Notice upon request by contacting MIG at the telephone number or address below.

**Complaints** – If you believe your privacy rights have been violated, you can file a complaint with MIG in writing at the address below. You may also file a complaint in writing with the Secretary of the U.S. Department of Health and Human Services in Washington, D.C., within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

## **FOR FURTHER INFORMATION**

If you have questions or need further assistance regarding this Notice, you may contact MIG's Privacy Officer by writing to or by calling:

Manhattan Insurance Group  
Attn: Privacy Officer  
10700 Northwest Fwy, 3<sup>rd</sup> Floor  
Houston, TX 77092  
1-800-669-9030

## **EFFECTIVE DATE**

This Notice is effective September 1, 2003.