

## Application for Critical Illness Insurance and/or Term Life Insurance with Critical Illness

New Business    Protective Policy Change from Policy \_\_\_\_\_   **Policy No.:** \_\_\_\_\_

**APPLICATION PART 1**

**Proposed Insured (Please print full name)**

\_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

\_\_\_\_\_

**Sex** \_\_\_\_\_ **Social Security No.** \_\_\_\_\_ **Home Phone No.** \_\_\_\_\_

\_\_\_\_\_

**Date of Birth** \_\_\_\_\_ **Birth Place (State or Country)** \_\_\_\_\_ **Age** \_\_\_\_\_ **Driver's License #** \_\_\_\_\_

\_\_\_\_\_

**Occupation** \_\_\_\_\_ **Employer** \_\_\_\_\_ **Annual Income** \_\_\_\_\_ **Net Worth** \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ \$

**COVERAGE DETAILS**

**Plan Name      Benefit Amount      Owner (if other than Proposed Insured)**

Critical Illness      \$      Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Term with Critical Illness      \$      Address: \_\_\_\_\_ Social Security No./Tax ID: \_\_\_\_\_

**Optional Benefits/Riders      Spouse Rider Only**

Accidental Death Benefit      \$       Other \_\_\_\_\_      Occupation      Annual Income      Benefit Amount

Children's Term Rider \_\_\_\_\_ # of units      \$      \$

**Spouse/Child Riders**

Full Name	Social Security No.	Date of Birth	Age	Sex	Relationship	Height	Weight

**Beneficiary: If multiple beneficiaries named, shares will be divided equally among the surviving beneficiaries, unless otherwise specified.**

**Primary:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Contingent:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Premium**

a) Initial Premium \$ \_\_\_\_\_      b) Premium Mode     A     S     Q     M- PAC     Other \_\_\_\_\_

Actual Premium amount may be higher or lower based on underwriting.      DIRECT MONTHLY NOT AVAILABLE

**Regarding All Persons Proposed for Insurance:**      **INSURED**      **SPOUSE**

**Existing Insurance:**

Is the Policy applied for to replace or change any existing Life or Health insurance (i.e. critical illness, disability, long-term care or medical insurance) or annuities in this or any other Company? Indicate in chart below. (If "yes", check which policy and complete appropriate replacement form(s)).....     YES     NO     YES     NO

Is there an intention that any party other than the owner will obtain any right, title or interest in any policy issued on the life of the proposed insured as a result of this application? If "yes", please explain on page 5 in #5 under "Additional Remarks".....     YES     NO     YES     NO

Regarding all persons proposed for insurance, list all insurance in force on each proposed insured's life. Include insurance whether owned by the Insured or not.

Person	Policy #	Company Name	Issue Date	Amount	Purpose (Business/Personal)	Type (Life/ADB/CI)	REPLACEMENT YES	NO
							<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>

(If there is additional insurance beyond those listed, please list on the Remarks page.)

**PLEASE PROVIDE DETAILS TO "YES" ANSWERS IN REMARKS SECTION**

		<b>Insured</b>		<b>Spouse</b>	
		YES	NO	YES	NO
1.	a)	Has Proposed Insured used any form of tobacco within the past 12 months? (including nicotine substitutes or nicotine products) .....			
		<input type="checkbox"/>	<input type="checkbox"/>		
		Quantity used _____			
	b)	Has Spouse (if coverage applied for) used any form of tobacco within the past 12 months? (including nicotine substitutes or nicotine products) .....			
				<input type="checkbox"/>	<input type="checkbox"/>
		Quantity used _____			
2.	Has <b>any</b> Proposed Insured within the past 5 years:				
	a)	been charged with driving while impaired (alcohol, drugs, other) violation, had a driver's license revoked or suspended or within the last 24 months received 3 or more citations for moving traffic violations? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b)	had any application for insurance declined, rated, or postponed or is any other insurance pending now? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c)	flown as a pilot, student pilot or crew member of any aircraft or have intentions to do so? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d)	engaged in parachuting, scuba diving, mountain climbing, racing or other hazardous sport or intend to do so? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	e)	used intravenous drugs, cocaine, barbiturates, hallucinogens, marijuana, hashish, sought advice or treatment for alcohol or drug use or used illegal drugs or prescription drugs not prescribed by a doctor? ..			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Does <b>any</b> Proposed Insured have any intention to travel or reside outside of the US, Puerto Rico, or Canada? .....				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Has <b>any</b> of Proposed Insured's natural parents and/or siblings, either living or deceased, been diagnosed with or had heart disease, kidney disease, diabetes, cancer, stroke, or any other hereditary disease? (If "Yes", indicate family member, illness, age at onset of illness and, if applicable, age at death in Remarks.) .....				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Does <b>any</b> Proposed Insured receive Medicare or Medicaid? .....				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Are <b>all</b> Proposed Insureds US Citizens? .....				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Non-Medical Declaration:**

7. a) Proposed Insured Height \_\_\_\_\_ Weight \_\_\_\_\_  Gain  Loss in past year? \_\_\_\_\_ lbs. Reason \_\_\_\_\_  
 Name, Address, and Phone No. of usual medical advisor (and Doctor last consulted, if different)  
 \_\_\_\_\_  
 Date and reason of last visit? \_\_\_\_\_  
 What diagnosis and treatment was given or medication prescribed? \_\_\_\_\_  
 If None, then write None here: \_\_\_\_\_

b) Spouse Insured Height \_\_\_\_\_ Weight \_\_\_\_\_  Gain  Loss in past year? \_\_\_\_\_ lbs. Reason \_\_\_\_\_  
 Name, Address, and Phone No. of usual medical advisor (and Doctor last consulted, if different)  
 \_\_\_\_\_  
 Date and reason of last visit? \_\_\_\_\_  
 What diagnosis and treatment was given or medication prescribed? \_\_\_\_\_  
 If None, then write None here: \_\_\_\_\_

		<b>Insured</b>		<b>Spouse</b>	
		YES	NO	YES	NO
8.	Has <b>any</b>	Proposed Insured ever had, or been told they had, or received treatment or advice for:			
	a)	abnormal blood pressure or elevated cholesterol? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b)	chest pain, coronary heart disease, heart attack, heart murmur, abnormal ECG, stroke, transient ischemic attack (TIA), peripheral vascular disease or any other disorder of the heart, blood vessels or cerebrovascular system? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c)	cancer, tumor, polyps, moles, basal or squamous cell carcinoma, melanoma, leukemia, lymphoma, or any other growth or malignancy? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d)	diabetes, thyroid disorder, anemia, unusual bleeding, hepatitis, skin disorders, lupus, blood clots, or any other blood or glandular disorder, circulatory disorder, or acute or chronic Hepatitis B or C? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	e)	any disorder associated with the ears, hearing, speech, eyes, nose, throat, lungs or respiratory system, including but not limited to emphysema, pulmonary fibrosis, COPD, or other lung disorders? ..			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	f)	any disorder of the stomach, intestines, rectum, liver, or pancreas, including but not limited to cirrhosis of the liver? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	g)	any injury to or disease of the bones, muscles, joints, eyes, or skin? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	h)	epilepsy, seizures, dizziness, paralysis, coma, multiple sclerosis, Motor Neuron disease (ALS), loss of speech, brain disorder, or any other disease or disorder of the nervous system? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	i)	anxiety, depression, or an emotional, behavioral, mental or nervous disorder? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	j)	any disease or disorder of the kidney, bladder, prostate, or reproductive organs? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	k)	AIDS (acquired immune deficiency syndrome), positive HIV test, or any other immunological disorder? ..			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	l)	breast disorders including lumps, cysts, other physical changes, abnormal mammogram findings or biopsy? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Other than as stated above, has <b>any</b> Proposed Insured within the past 5 years:				
	a)	consulted, received treatment or advice from, been prescribed medication by any other medical advisor? ..			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b)	had any abnormal diagnostic tests (such as but not limited to lab work, PSA -Prostate Specific Antigen, PAP Smears, urinalysis)? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c)	been aware of any symptoms for which a medical advisor has not yet been consulted? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d)	been advised to have any diagnostic test, consultation, hospitalization or surgery that has not been completed? .....			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REMARKS**

Explain "Yes" answers to Questions 1-9.

Name of Person(s)	Illness	Date & Duration	Treatment & Results	Doctors & Hospitals
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**REMARKS**

**GENERAL REMARKS:**

**PROTECTIVE LIFE INSURANCE COMPANY**

**P. O. Box 830771 • Birmingham, AL 35283-0771**

**AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION**

1. **This authorization to obtain and disclose information complies with HIPAA regulations as they relate to life insurance and/or specified disease insurance.** I (we) authorize Protective Life Insurance Company (Protective Life) and its reinsurers to obtain and use any information about or relating to me (us) that may affect my (our) insurability. Protective Life and its reinsurers may obtain and use health and medical information, including but not limited to information about drug use, alcohol use, nicotine use, physical and mental diseases and illness, and psychiatric disorders. Protective Life and its reinsurers may also obtain and use non-health and non-medical information, including but not limited to financial information, credit reports, consumer reports, driving record, criminal record, and information about avocations and aviation activity. All of this information may be used to evaluate an application for insurance, a claim for insurance benefits, or both. Information relating to communicable diseases and other risk factors relating to me or to my spouse and life partner may be used to evaluate an application for insurance on either me or my spouse and life partner. The Protective Life sales agent or regional sales office representing me on my (our) application for insurance may obtain the information described in this paragraph directly from any of the persons or organizations listed in paragraph 2 in order to expedite the delivery of the information to Protective Life.
2. I (we) authorize the following persons and organizations to release and disclose the information described in paragraph 1 to Protective Life or its agents acting on its behalf: (i) my (our) doctor(s); (ii) medical practitioners; (iii) pharmacists and Pharmacy Benefit Managers; (iv) medical and related facilities, including hospitals, clinics, facilities run by the Veteran's Administration, Kaiser Permanente, The Cleveland Clinic Foundation and The Mayo Clinic; (v) insurers; (vi) reinsurers; (vii) Medical Information Bureau, Inc. (**MIB**); (viii) my (our) current and previous employers; and (ix) commercial consumer reporting agencies (**CRA**). All of these persons and organizations other than **MIB** may release the information described above to a **CRA** acting for Protective Life. **MIB** may not release the information described in paragraph 1 to a **CRA**.
3. I (we) authorize Protective Life to draw and test my (our) blood, and/or oral fluids, and urine as may be necessary to obtain information to be used to underwrite my (our) application for insurance. These tests may include, but are not limited to, tests for cholesterol and related blood lipids, diabetes, liver or kidney disorders, immune disorders (other than HIV/AIDS; reference number 5 below), and the presence of drugs, nicotine, or their metabolites. This authorization does not include genetic testing. Unless otherwise required by law or regulation, Protective Life may, but is not obligated to, release any of these test results directly to me or to my spouse and life partner.
4. I (we) authorize Protective Life to release and disclose the information described in paragraphs 1 and 3 to its affiliates, its reinsurers, persons or organizations providing services relating to insurance underwriting for Protective Life, **MIB**, and as otherwise required by law. Protective Life may release and disclose the information described in paragraphs 1 and 3 to other insurers if I (we) have applied or apply to the other insurers for insurance. Protective Life may release and disclose the information described in paragraphs 1 and 3 to the sales agent representing me on my (our) application for insurance if it is necessary to provide an explanation of the reasons for Protective Life's decision to impose special underwriting requirements, whenever my application cannot be approved as submitted, or in connection with a claim for benefits.
5. **SPECIAL REQUIREMENT FOR HIV/AIDS TESTING.** If Protective Life intends to test for the presence of antibodies to the Human Immunodeficiency Virus (HIV), which is the virus that has been associated with Acquired Immune Deficiency Syndrome (AIDS), Protective Life may require me (us) to authorize that testing separately. I (we) hereby authorize Protective Life to obtain and use the results of any HIV tests that I (we) separately authorize, and if permitted by law, to disclose the results of those tests to its reinsurers and **MIB**.
6. This authorization shall be valid for 24 months from the date shown below or, in the event of a claim for benefits, for the duration of such claim.
7. During the evaluation of my (our) insurance application, I (we) understand that I (we) have the right to revoke the authorizations in paragraphs 1 through 5 by writing to Protective Life at P. O. Box 830771 • Birmingham, AL 35283-0771. If this authorization is revoked, this would result in the file being closed and no coverage provided.
8.  I (we) have been given a copy of this authorization form and Protective Life's Description of Information Practices.  
 I (we) would like to be interviewed if an investigative consumer report will be made.  
*(Please check the box if you wish to be interviewed if an investigative consumer report will be made.)*  
 If performed, I (we) would like copies of my (our) blood profile test results.
9. I (we) understand that information about me (us) may be disclosed under this authorization to persons or organizations that are not subject to the Health Insurance Portability and Accountability Act (**HIPAA**) and that the information would then no longer be protected by **HIPAA** and any related regulations.  
*I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct any physician, health care professional, hospital, clinic, medical facility, or other health care provider to release and disclose my entire medical record without restriction. Any modifications to this authorization may preclude our ability to process this application.*
10. I understand I do not have to sign this authorization in order to obtain health care benefits (treatment, payment or enrollment).

\_\_\_\_\_  
Proposed Insured 1 (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Proposed Insured 2 (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent or Legal Guardian (Signature)

**Date of Authorization:** \_\_\_\_\_  
When applicable, print name(s) of minor(s) below:

\_\_\_\_\_

\_\_\_\_\_

**THIS AUTHORIZATION MUST BE SIGNED WITHOUT MODIFICATION BEFORE THE APPLICATION CAN BE PROCESSED. PLEASE RETURN THIS AUTHORIZATION WITH THE APPLICATION.**

**PROTECTIVE LIFE INSURANCE COMPANY**

**P. O. Box 830771 • Birmingham, AL 35283-0771**

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2. I (we) authorize the following persons and organizations to release and disclose the information described in paragraph 1 to Protective Life or its agents acting on its behalf: (i) my (our) doctor(s); (ii) medical practitioners; (iii) pharmacists and Pharmacy Benefit Managers; (iv) medical and related facilities, including hospitals, clinics, facilities run by the Veteran's Administration, Kaiser Permanente, The Cleveland Clinic Foundation and The Mayo Clinic; (v) insurers; (vi) reinsurers; (vii) Medical Information Bureau, Inc. (**MIB**); (viii) my (our) current and previous employers; and (ix) commercial consumer reporting agencies (**CRA**). All of these persons and organizations other than **MIB** may release the information described above to a **CRA** acting for Protective Life. **MIB** may not release the information described in paragraph 1 to a **CRA**.
3. I (we) authorize Protective Life to draw and test my (our) blood, and/or oral fluids, and urine as may be necessary to obtain information to be used to underwrite my (our) application for insurance. These tests may include, but are not limited to, tests for cholesterol and related blood lipids, diabetes, liver or kidney disorders, immune disorders (other than HIV/AIDS; reference number 5 below), and the presence of drugs, nicotine, or their metabolites. This authorization does not include genetic testing. Unless otherwise required by law or regulation, Protective Life may, but is not obligated to, release any of these test results directly to me or to my spouse and life partner.
4. I (we) authorize Protective Life to release and disclose the information described in paragraphs 1 and 3 to its affiliates, its reinsurers, persons or organizations providing services relating to insurance underwriting for Protective Life, **MIB**, and as otherwise required by law. Protective Life may release and disclose the information described in paragraphs 1 and 3 to other insurers if I (we) have applied or apply to the other insurers for insurance. Protective Life may release and disclose the information described in paragraphs 1 and 3 to the sales agent representing me on my (our) application for insurance if it is necessary to provide an explanation of the reasons for Protective Life's decision to impose special underwriting requirements, whenever my application cannot be approved as submitted, or in connection with a claim for benefits.
5. **SPECIAL REQUIREMENT FOR HIV/AIDS TESTING.** If Protective Life intends to test for the presence of antibodies to the Human Immunodeficiency Virus (HIV), which is the virus that has been associated with Acquired Immune Deficiency Syndrome (AIDS), Protective Life may require me (us) to authorize that testing separately. I (we) hereby authorize Protective Life to obtain and use the results of any HIV tests that I (we) separately authorize, and if permitted by law, to disclose the results of those tests to its reinsurers and **MIB**.
6. This authorization shall be valid for 24 months from the date shown below or, in the event of a claim for benefits, for the duration of such claim.
7. During the evaluation of my (our) insurance application, I (we) understand that I (we) have the right to revoke the authorizations in paragraphs 1 through 5 by writing to Protective Life at P. O. Box 830771 • Birmingham, AL 35283-0771. If this authorization is revoked, this would result in the file being closed and no coverage provided.
8.  I (we) have been given a copy of this authorization form and Protective Life's Description of Information Practices.  
 I (we) would like to be interviewed if an investigative consumer report will be made.  
*(Please check the box if you wish to be interviewed if an investigative consumer report will be made.)*  
 If performed, I (we) would like copies of my (our) blood profile test results.
9. I (we) understand that information about me (us) may be disclosed under this authorization to persons or organizations that are not subject to the Health Insurance Portability and Accountability Act (**HIPAA**) and that the information would then no longer be protected by **HIPAA** and any related regulations.  
*I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct any physician, health care professional, hospital, clinic, medical facility, or other health care provider to release and disclose my entire medical record without restriction. Any modifications to this authorization may preclude our ability to process this application.*
10. I understand I do not have to sign this authorization in order to obtain health care benefits (treatment, payment or enrollment).

\_\_\_\_\_  
Proposed Insured 1 (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Proposed Insured 2 (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent or Legal Guardian (Signature)

**Date of Authorization:** \_\_\_\_\_  
When applicable, print name(s) of minor(s) below:

\_\_\_\_\_

\_\_\_\_\_

**THIS AUTHORIZATION MUST BE SIGNED WITHOUT MODIFICATION BEFORE THE APPLICATION CAN BE PROCESSED. PLEASE RETURN THIS AUTHORIZATION WITH THE APPLICATION.**

AGREEMENT - AUTHORIZATION - ACKNOWLEDGMENT

I, the Proposed Insured and any Spouse or Owner signing below, by my signature set forth hereafter

AGREE to the following.

- (a) All statements and answers in this application and any amendment(s), paramedical/medical exam and supplement(s) are complete and true to the best of my knowledge and belief.
(b) No insurance will take effect before the application is approved and the Proposed Insured(s) has/have completed all examinations and/or tests by the company, and unless the first full premium is paid and a policy is delivered while the health of any proposed insured continues to be as represented in this application.
(c) No agent has authority to waive any answer or otherwise modify this application or to bind Protective Life Insurance Company, hereinafter called "Company", in any way by making any promise or representation which is not set out in writing in this application.

AUTHORIZE any physician, medical practitioner, hospital, clinic, other medical or medically related facility, insurance or reinsuring company, the Medical Information Bureau, Inc. ("MIB"), consumer reporting agency, or any other organization, institution or person to give to the Company or its reinsurer(s) all information it holds that pertains to medical consultations, treatments, surgeries, and hospital confinements which relate to the physical and mental condition of myself or my minor children. This authorization also includes information about drugs or alcoholism or any other non-health (non-medical) history information. I understand that such information will be used to determine eligibility for insurance, or for benefits under existing insurance. I further authorize the Company to release any information obtained only to reinsuring companies, MIB, or other persons or organizations performing business or legal services in connection with my application or claim, or as may be otherwise lawfully required or as I may further authorize. As to this authorization, I agree that a photographic copy will be as valid as the original and that it will be valid for 30 months from the date shown below. I know that I or my representative may request a copy of this authorization.

ACKNOWLEDGE receipt of the following notices:

- (a) "Notice of Information Practices" required by Public Law 91-508 and other information practices statutes;
(b) MIB Pre-Notice;
(c) Consumer Privacy Notice; and
(d) Critical Illness Disclosure.

THIS IS NOT A MEDICARE SUPPLEMENT CONTRACT - If You are eligible for Medicare, please review the "Guide to Health Insurance for People with Medicare," which is available from your local Social Security office.

Receipt of benefits under this Policy may affect your eligibility for Medicaid or other governmental benefits or entitlements. Please consult a legal advisor for additional information.

IMPORTANT INFORMATION ABOUT IDENTIFICATION INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information of its customers. We may ask for information or identifying documents that will allow us to verify the identity of our customers.

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

Signed at \_\_\_\_\_, \_\_\_\_\_ Date
City State

X) \_\_\_\_\_ X) \_\_\_\_\_
SIGNATURE OF PROPOSED INSURED (IF AGE 16 OR OVER) WITNESS TO SIGNATURE(S) IF NOT
OR PARENT OR GUARDIAN (JUVENILE APPLICATIONS) WITNESSED BY AGENT

\_\_\_\_\_ X) \_\_\_\_\_ X) \_\_\_\_\_
SIGNATURE OF LICENSED AGENT SIGNATURE OF SPOUSE RELATIONSHIP SIGNATURE OF OWNER RELATIONSHIP
(IF INCLUDED AS A PROPOSED INSURED) (IF OTHER THAN PROPOSED INSURED)

AGENT NUMBER

APPLICATION PART 3

**AGENT'S REPORT**

APPLICATION PART 4

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Agent Checklist (Provide details in Additional Remarks Section below)  |                          |                          |
| A. Did you give the applicant a copy of the Privacy Notice and other disclosure information?  | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Are you related to the Proposed Insured?   | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Was this application taken in person?  | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Do you know anything not disclosed which might affect the underwriting of this risk?   | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Is there another application currently pending or being submitted to any other life insurance company?   | <input type="checkbox"/> | <input type="checkbox"/> |
| F. Has any Proposed Insured applied elsewhere for any insurance coverage within the past 6 months?  | <input type="checkbox"/> | <input type="checkbox"/> |
| G. Is replacement of existing insurance involved in this application? If yes, submit the appropriate replacement forms.   | <input type="checkbox"/> | <input type="checkbox"/> |
| H. Have you advised the proposed policyowner or do you know of any advice that has been given to the proposed policyowner to transfer the ownership of the policy being applied for to a life settlement company or other entity associated with stranger owned or investment owned life insurance (commonly called SOLI or IOLI) or are you otherwise aware that the policyowner may be contemplating such a transfer? | <input type="checkbox"/> | <input type="checkbox"/> |

2. Financial and Medical Requirement Information:
- A. If exam required, give name of examiner, and date exam scheduled or completed \_\_\_\_\_
- B. If required, have or ordered or obtained
- |   |  |
|---|--|
| <input type="checkbox"/> Exam                       | <input type="checkbox"/> PHI number or Commercial Report |
| <input type="checkbox"/> Blood profile/DBS/Specimen | <input type="checkbox"/> Income verification type: _____ |
| <input type="checkbox"/> EKG                        | <input type="checkbox"/> Other _____                     |

3. Information for Business Insurance (e.g., Buy/Sell, Key Person, etc.)
- A. What is the value of the business? \$ \_\_\_\_\_
- B. What percentage does the Proposed Insured own or control? \_\_\_\_\_%
- C. Are other key individuals applying? If yes, indicate name of each person. If no, for what reason?    
(indicate below.)

4. Answer these questions only if this is a replacement:
- A. Did you use any pre-printed Company approved sales materials?    
**If yes**, list the name or form numbers of materials here: \_\_\_\_\_
- B. Did you use any Company-approved, electronically generated, individualized sales materials (such as illustrations or concept materials)? If yes, you must provide a copy of these material(s) with the application.

5. Additional Remarks

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*I hereby certify that all statements and answers made in this Agent's Report are full, complete and true to the best of my knowledge and belief and that I know nothing affecting the insurability of the Proposed Insured(s) which is not fully set forth in these papers.*

Signed at (City and State) \_\_\_\_\_ Date \_\_\_\_\_

Soliciting Agent's Printed Name \_\_\_\_\_ Agent's Number \_\_\_\_\_ Percentage \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Soliciting Agent's Signature \_\_\_\_\_ E-mail \_\_\_\_\_

Soliciting Agent's Printed Name \_\_\_\_\_ Agent's Number \_\_\_\_\_ Percentage \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Soliciting Agent's Signature \_\_\_\_\_ E-mail \_\_\_\_\_

- Critical Illness Policy
- Life Insurance with  
Critical Illness Rider



## Conditional Receipt Agreement

**This agreement provides only a limited amount of insurance, for a limited period of time, and then only if all the terms and conditions of this agreement are met. No Agent of the Company can alter or waive any of the provisions of this Agreement. No insurance is provided under the terms of this document in the event of the death of the Insured by suicide. In the event of suicide, the Company's sole liability will be the return of any money received.**

**Received:**  Check in the amount of \$ \_\_\_\_\_,  
 Pre-Authorized Funds Withdrawal Plan (PAW), as conditional payment of the first premium for an insurance policy on the Proposed Insured(s) \_\_\_\_\_.

An application for insurance on each person proposed for insurance is being made today to Protective Life Insurance Company. This conditional payment is received under and is subject to the exact conditions set out below, all of which are a part of this Agreement.

**ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO PROTECTIVE LIFE INSURANCE COMPANY. DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK. CASH AND MONEY ORDERS WILL NOT BE ACCEPTED.**

**NOTE: Premium may not be collected where the face amount applied for on this application plus any in force Protective Life policies on this Insured exceeds \$500,000 of Life coverage and \$100,000 of Critical Illness Coverage or on Proposed Insureds under 15 days of age or over age 80 (Life) and over age 65 (Critical Illness).**

### CONDITIONS UNDER WHICH INSURANCE MAY BECOME EFFECTIVE PRIOR TO POLICY DELIVERY

Unless each and every condition below has been fulfilled exactly, no insurance will become effective prior to policy delivery to the Owner:

- (A) on the Effective Date the Proposed Insured(s) is (are) insurable exactly as applied for under the Company's printed underwriting rules for the plan, amount and premium rate class applied for;
- (B) that the amount paid with the application and shown above is equal to the first full modal premium for the premium rate class applied for; and
- (C) the Proposed Insured(s) has/have completed all examinations and/or tests requested by the Company.
- (D) the company has secured all evidence necessary to complete the under writing process.

### EFFECTIVE DATE OF COVERAGE

Insurance issued based on the application will take effect on the latest of:

- (A) the date of the application;
- (B) the date of the last of any medical examinations or tests required under the rules and practices of the Company.

### AMOUNT OF COVERAGE - \$500,000 (Life) and \$100,000 (Critical Illness)

The total amount of insurance which may become effective prior to delivery of the policy to the Owner **shall not exceed \$500,000 for Life coverage and shall not exceed \$100,000 for Critical Illness coverage.** This amount includes other insurance and accidental death benefits then in force or applied for with this Company.

### TERMINATION AND REFUND OF PREMIUM

There shall be no insurance coverage under this Agreement and this Agreement shall be void if:

- (A) premium payment is
  - (1) by check, and it is not honored by the drawee bank upon presentation;
  - (2) by PAW, and the deduction is not honored by the drawee bank;
- (B) if the application to which this Agreement was attached is not approved as applied for by the Company within ninety days from its date, the Company's only liability in such event(s) will be to return any money received.

The Company's only liability in such event(s) will be to return any money received.

**NOTICE TO APPLICANT:** You should retain a copy of this Agreement. The Original will be retained by Protective Life.

Date: \_\_\_\_\_ Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Applicant/Owner: \_\_\_\_\_



- Critical Illness Policy
- Life Insurance with  
Critical Illness Rider



## Conditional Receipt Agreement

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 Pre-Authorized Funds Withdrawal Plan (PAW), as conditional payment of the first premium for an insurance policy on the Proposed Insured(s) \_\_\_\_\_.

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- (B) that the amount paid with the application and shown above is equal to the first full modal premium for the premium rate class applied for; and
- (C) the Proposed Insured(s) has/have completed all examinations and/or tests requested by the Company.
- (D) the company has secured all evidence necessary to complete the under writing process.

### EFFECTIVE DATE OF COVERAGE

Insurance issued based on the application will take effect on the latest of:

- (A) the date of the application;
- (B) the date of the last of any medical examinations or tests required under the rules and practices of the Company.

### AMOUNT OF COVERAGE - \$500,000 (Life) and \$100,000 (Critical Illness)

The total amount of insurance which may become effective prior to delivery of the policy to the Owner **shall not exceed \$500,000 for Life coverage and shall not exceed \$100,000 for Critical Illness coverage.** This amount includes other insurance and accidental death benefits then in force or applied for with this Company.

### TERMINATION AND REFUND OF PREMIUM

There shall be no insurance coverage under this Agreement and this Agreement shall be void if:

- (A) premium payment is
  - (1) by check, and it is not honored by the drawee bank upon presentation;
  - (2) by PAW, and the deduction is not honored by the drawee bank;
- (B) if the application to which this Agreement was attached is not approved as applied for by the Company within ninety days from its date, the Company's only liability in such event(s) will be to return any money received.

The Company's only liability in such event(s) will be to return any money received.

**NOTICE TO APPLICANT:** You should retain a copy of this Agreement. The Original will be retained by Protective Life.

Date: \_\_\_\_\_ Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Applicant/Owner: \_\_\_\_\_

Protective Life Insurance Company  
P. O. Box 830771  
Birmingham, AL 35283-0771

**PRE-AUTHORIZED WITHDRAWAL AGREEMENT**  
FOR DRAFTING OF MONTHLY PREMIUM PAYMENTS

The person paying the premium on the life insurance policies listed below must sign this agreement.

I request and authorize Protective Life Insurance Company to draw against the account listed below to pay premiums on the following policies:

Policy No. (if known)	Name of Insured

Name of Bank: \_\_\_\_\_

Street Address or P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_ Account Number: \_\_\_\_\_

I request that the withdrawal be made on the \_\_\_\_\_ day of the month.  
1st-28th

\_\_\_\_\_  
Premium Payer – Depositor ( Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**PLEASE ATTACH A VOIDED CHECK HERE**

**PROTECTIVE LIFE INSURANCE COMPANY • P.O. Box 830619 • Birmingham, Alabama 35283-0619****DESCRIPTION OF INFORMATION PRACTICES**

(Including Medical Information Bureau Notice and Fair Credit Reporting Act Notice)

In considering your application for insurance, information from various sources must be considered. These include the results of your physical examination, if required, and any reports Protective Life may receive from doctors and hospitals who have attended you.

Information regarding your insurability will be treated as confidential. Protective Life, or its reinsurers, may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life or health insurance coverage, or a claim for benefits is submitted to such company, the Bureau upon request, will supply such company with the information it may have in its file.

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

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

Furthermore, as part of our procedures for processing your insurance application, an investigative consumer report may be prepared by one or more of the commercial agencies offering this service whereby information is obtained through personal interviews with your neighbors, friends, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living except as may be related directly or indirectly to your sexual orientation. You have the right to be personally interviewed if we order an investigative consumer report. You also have the right to receive a copy of the report, and by making a written request to Protective Life within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation.

As a general practice, we will not disclose personal or privileged information about you to anyone else without your consent, unless a legitimate business need exists or disclosure is required or permitted by law. You are entitled, upon request, to receive a more detailed statement of our information practices. You also have the right to access the personal information about you that we have in our records. You may see and copy the information, or we will send it to you, whichever you prefer. You also have the right to request correction of personal information we may have about you which you think is wrong. To exercise these rights, please write to us at the address appearing at the end of this notice.

Ask our agent for assistance, or call or write us at Protective Life Insurance Company, Attention: Vice President-Underwriting, P.O. Box 830619, Birmingham, Alabama 35283-0619. Telephone (205) 879-9230

**THIS NOTICE MUST BE GIVEN TO PROPOSED INSURED**



**PROTECTIVE LIFE INSURANCE COMPANY / P. O. BOX 2606 / BIRMINGHAM, ALABAMA 35202  
A STOCK COMPANY (205-268-1000)**

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**CRITICAL ILLNESS DISCLOSURE  
POLICY FORM CI-03-NV 4-05  
RETAIN THIS FOR YOUR RECORDS**

**CRITICAL ILLNESS INSURANCE COVERAGE.** This is a **Limited Benefit Health Coverage** Policy. Policies of this category are designed to provide limited or supplemental coverage, paying benefits **ONLY** upon the Occurrence and Diagnosis of a Covered Condition. This Policy does not provide benefits for any other disease, sickness or incapacity. This Policy does not provide for basic hospital, basic medical-surgical, or major medical expenses. Benefits provided are a supplement, and not a substitute for, medical coverage or disability insurance.

**READ YOUR POLICY CAREFULLY.** This outline of coverage provides a very brief description of the important features of the Policy. This is not the insurance contract and only the actual provisions of the Policy will control. The Policy itself sets forth in detail the rights and obligations of both the Owner and the Company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

**IMPORTANT NOTICE.** This Policy will be issued based on the responses to the questions in the Application, a copy of which is attached to the Policy. Please read the Application and check to see that the answers are complete, true and correctly recorded. If there is any information that is not correct, or has been left out, the Company may have the right to deny payment of the Benefit Amount or rescind your Policy subject to the Time Limit On Certain Defenses, Misstatement of Age or Sex, and Age Limit provisions of the Policy. If the Application contains an error or is incomplete, please notify the Company now, before a claim arises.

**THIS IS NOT A MEDICARE SUPPLEMENT CONTRACT.** If You are eligible for Medicare, please review the "Guide to Health Insurance for People with Medicare", which is available from your local Social Security office.

**Receipt of benefits under this Policy may affect Your eligibility for Medicaid or other governmental benefits or entitlements. Please consult a legal advisor for additional information.**

**TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED.** The Policy may, at any time within thirty (30) days after receipt by the Owner, be returned to the Company's Home Office or to the agent who sold the Policy. If returned, the Policy will then be void from the effective date and any Premium paid will be refunded.

**COVERED CONDITIONS OF YOUR POLICY.** The Initial Benefit Amount\* is the amount of Critical Illness Insurance Coverage requested by the Insured, which the Company subsequently approves for an Insured.

<u>100% of the Benefit Amount is payable for:</u>	<u>25% of the Benefit Amount is payable for:</u>
Heart Attack	Cancer In Situ**
Stroke	Coronary Bypass Surgery
Invasive Cancer**	
Major Organ Transplant	
End-Stage Renal Failure	<u>10% of the Benefit Amount is payable for:</u>
Advanced Alzheimer's Disease	Angioplasty
Blindness	
Deafness	
Paralysis	
Major Burns	
Accidental Loss of Speech	

\*The Initial Benefit Amount reduces by 50% at Age 65 or 5 years after issue if later, with no reduction in Premium.

\*\*If the Covered Condition is diagnosed as Invasive or In Situ Cancer, the Reduced Benefit Period shall be 90 days, beginning on the Policy Effective Date of this Policy. If such Covered Condition Occurs and is diagnosed during the first 90 days of coverage after the Policy Effective Date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the Policy will terminate.

### **CRITICAL ILLNESS BENEFITS**

The Covered Conditions listed above are the only conditions, diseases or surgeries for which an Insured may receive benefits under the Policy. The Company, will subject to the terms and conditions of this Policy, pay the Benefit Amount shown in the Policy Schedule. If a Covered Condition Occurs while You are insured under this Policy, a Physician diagnoses the Covered Condition, and We receive the required Proof of the Covered Condition, the Current Benefit Amount will be paid depending on the type of Covered Condition. The Benefit Payment(s) will be paid in a lump-sum to the Owner. Benefits payable will not exceed the Maximum Benefit Amount. The Policy will terminate upon payment of the Maximum Benefit Amount.

### **RETURN OF PREMIUM UPON DEATH**

If the Insured dies while this Policy is in force, this benefit pays the Policy Owner, beneficiary, or the estate an amount equal to the total amount of Premiums paid to date, less any benefits paid, to the extent that the Premiums paid exceed the benefits paid or payable under this Policy. The Premiums to be returned will be calculated without interest. The combination of Premiums returned under this provision, benefits that have been paid and benefits that become available for Covered Conditions will never exceed the Current Benefit Amount that is in effect on the date of Your death. When determining the amount of Premiums to be returned, We will disregard any Premiums paid for spouse coverage or other riders.

## MULTIPLE PAYMENT BENEFIT

### Critical Illness Categories

#### Category 1

Heart Attack  
Stroke  
Major Organ Transplant - Heart or combination transplant including Heart  
Coronary Bypass Surgery  
Angioplasty

#### Category 2

Invasive Cancer  
Cancer In Situ

#### Category 3

Major Organ Transplant - not covered in Category 1  
End-Stage Renal Failure  
Advanced Alzheimer's Disease  
Blindness  
Deafness  
Paralysis  
Major Burns  
Accidental Loss of Speech

### Benefits

The Multiple Payment Benefit is a feature of the Policy, which allows for multiple payments from the three categories of Covered Conditions listed above. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category. You can receive a Benefit Payment on a second or third Covered Condition if that Covered Condition meets the terms and conditions of the Policy. The total of Benefit Payments can be up to three times the Initial Benefit Amount. After the Initial Benefit Payment under the Policy, You can choose to continue paying Premiums and possibly receive additional Benefit Payments, so You are not limited to the amount of Critical Illness Insurance issued with the Policy.

### How this Benefit is Calculated:

- a) Before Age 65 (or 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):
- \* The benefit available in a category equals the Initial Benefit Amount less the sum of any payments made to date for Covered Conditions in that category.
  - \* The Benefit Payment for a Covered Condition equals the appropriate percentage of the Initial Benefit Amount for that Covered Condition but no greater than the benefit remaining for that category.
- b) After Age 65 (or 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):
- \* The Current Benefit Amount for a category equals 50% of the benefit remaining in that category on the day prior to the Policy Anniversary.
  - \* The benefit available in a category equals the Current Benefit Amount less the sum of any payments made since the Age 65 reduction for Covered Conditions in that category.
  - \* The Benefit Payment for a Covered Condition equals the appropriate percentage of the Current Benefit Amount for that Covered Condition, but no greater than the benefit remaining for that category.

### Exceptions and Limitations

- a) The payment of all benefits under the Policy shall not exceed three (3) times the Initial Benefit Amount stated in the Policy schedule.
- b) The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category.
- c) There shall be only one Benefit Payment for each Covered Condition.
- d) There shall be only one Benefit Payment per 180-day period across the three categories. However, the 180-day period does not apply to Benefit Payments within the same category.
- e) If a First-Ever Diagnosis Occurs within the 180-day period after a Benefit Payment, it is not effectively considered a "First-Ever Diagnosis" under the Policy. Therefore, a Benefit Payment may be paid for a subsequent Occurrence and Diagnosis of that Covered Condition.
- f) If more than one Covered Condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180-day period.

## BENEFIT REDUCTION DUE TO AGE

If the Insured is Age 60 or older on the Policy Effective Date, the Initial Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date. In all other cases, the Benefit Amount will be reduced by 50 percent when the Insured reaches Age 65. After this reduction occurs, the Current Benefit Amount for a category is 50 percent of the benefit remaining in that category on the day prior to the reduction.

### DEFINITIONS

**Age.** The attained age as of the last birthday.

**Application.** The written form(s) provided by Us that You use to apply for this Policy, including any amendments and supplemental application(s) thereto, and any application(s) for a Policy change or reinstatement.

**Benefit Payment.** The percentage of the Current Benefit Amount applicable for that condition if the claim is payable.

**Clinical Diagnosis.** A Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) there is medical evidence to support the Diagnosis; and
- c) a Physician is treating the Insured for Invasive Cancer and/or Cancer In Situ.

**Company.** The term "Company" shall mean Protective Life Insurance Company.

**Critical Illness.** A Critical Illness is the First Occurrence, while this Policy is in force, of one of the following Covered Conditions, as defined below:

- a) **Accidental Loss of Speech**
- b) **Advanced Alzheimer's Disease**
- c) **Angioplasty**
- d) **Blindness**
- e) **Cancer In Situ**
- f) **Coronary Bypass Surgery**
- g) **Deafness**
- h) **End-Stage Renal Failure**
- i) **Heart Attack**
- j) **Invasive Cancer**
- k) **Major Burns**
- l) **Major Organ Transplant**
- m) **Paralysis**
- n) **Stroke**

a) **Accidental Loss of Speech.** The Diagnosis, by a Physician board-certified as medically appropriate for this condition, of the total, permanent and irreversible loss of your ability to speak as a result of an accidental injury.

b) **Advanced Alzheimer's Disease.** The Diagnosis, by a Physician board-certified as a Neurologist, of Advanced Alzheimer's Disease. The Insured must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning such that the Insured requires Substantial Assistance in performing at least three of the six Activities of Daily Living (as defined below). No other dementing brain disorders or psychiatric illnesses shall meet the definition of Alzheimer's Disease, nor will they be considered a Covered Condition.

- a. **Activities of Daily Living (ADLs)** refer to certain basic daily tasks necessary to maintain a person's health and safety. In this Policy, ADLs refer to the activities described below:

- i. Transfer and mobility - The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
- ii. Continence - The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- iii. Dressing - Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- iv. Toileting - Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
- v. Eating - Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- vi. Bathing - Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.

b. **Substantial Assistance** means hands-on assistance and stand-by assistance. For the purposes of this Policy "stand-by assistance" will be used to determine that substantial assistance by another person is required by You to perform the ADL.

- i. "Hands-on Assistance" means the physical assistance of another person without which You would be unable to perform the ADL.
- ii. "Stand-by Assistance" means the presence of another person within Your arm's reach, to prevent, by physical intervention, injury to You while You perform an ADL (such as being ready to catch You if You fall while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from Your throat if You choke while eating).

c) **Angioplasty.** The actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician board-certified as a Cardiologist must perform the Procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

d) **Blindness.** The Diagnosis, by a Physician board-certified as an Ophthalmologist, of the permanent and uncorrectable loss of sight in each of Your eyes. Your corrected visual acuity must either be worse than 20/200 in both eyes or the field of vision must be less than 20 degrees in both eyes, for a continuous period of at least 30 days.

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

- a. early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
- b. melanoma not invading the dermis.

Cancer In Situ does NOT include:

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

f) **Coronary Bypass Surgery.** The actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.



g) **Deafness.** The Diagnosis, by a Physician board-certified as an Otolaryngologist, of the permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear, for a continuous period of at least 30 days.

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

i) **Heart Attack.** An Acute Myocardial Infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:

- a. new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
- b. serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

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

- a. pre-malignant lesions (such as intraepithelial neoplasia);
- b. benign tumors or polyps;
- c. early prostate cancer diagnosed as T1N0M0 or equivalent staging;
- d. Cancer In Situ; or
- e. any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

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

l) **Major Organ Transplant.** The clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Insured) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, or bone marrow. In order for the Major Organ Transplant to be covered under this Policy, the Insured must be registered by the United Network of Organ Sharing (UNOS).

m) **Paralysis.** The complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Physician board-certified as a Neurologist.

n) **Stroke.** Any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Cerebral symptoms due to migraine, cerebral injury due to trauma or hypoxia, vascular disease affecting the eye or optic nerve, ischemic disorders of the vestibular system, and transient ischemic attack (mini-stroke) are excluded. The Diagnosis must be made by a Physician board-certified as a Neurologist.

**Current Benefit Amount.** The amount of Critical Illness Insurance used to calculate benefits. At issue, equal to the Initial Benefit Amount. It is reduced for each category at Age 65 (or 5 years after issue, if Insured is Age 60 or older on Policy Effective date) to 50% of the Benefit Available for each Covered Condition.

**Diagnosis.** The definitive establishment of the Covered Condition through the use of clinical and/or laboratory findings, as supported by the Insured's medical records. The Diagnosis must be made by a Physician who is a board certified specialist where required under this Policy.

**Family Member.** The term "Family Member" shall mean the Insured's spouse and anyone who is related to the Insured or Insured's spouse by the following degree of blood, marriage, adoption or operation of law: parents, grandparents, brothers, sisters, children, grandchildren, aunts, uncles, nephews and nieces.

**First Occur(s)/First-Ever Diagnosis or Procedure.** This Occurrence, Diagnosis or Procedure is the first time ever in the Insured's lifetime that he or she has experienced such Covered Condition, been diagnosed with that specific condition included as a Covered Condition, or undergone that specific Procedure included as a Covered Condition.

**Home Office.** 2801 Highway 280 South, Birmingham, Alabama, 35223.

**Initial Benefit Amount.** The amount of Critical Illness Insurance coverage requested by the Insured, which the Company subsequently approves for the Insured.

**Insured.** The person(s) covered under this Policy.

**Issue Age.** The Insured's attained age at the Policy Effective Date.

**Maximum Benefit Amount.** The eligible total of Benefit Payments for all Covered Conditions as stated in the Policy, including all components of the Multiple Payment Benefit provision.

**Occur(s)/Occurrence(s).** An event or incident that: (1) occurs after the date coverage on an Insured becomes effective under this Policy; (2) occurs while the Policy is in force; and (3) is not precluded by any specific description or exclusion stated in this Policy.

**Owner.** The person(s) who own(s) this Policy. The Insured is the Owner of this Policy unless someone else is named as Owner in the Policy Schedule or an endorsement to the Policy.

**Pathological Diagnosis.** A Diagnosis of Invasive Cancer or Cancer In Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

**Physician.** A person other than the Insured or the Owner; a Family Member of the Insured or the Owner; a member of the same household; or a business partner or associate of the Insured, Owner or Family Member; who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The Physician must be providing services within the scope of his or her license issued by the jurisdiction in which such person's services are rendered. Such jurisdiction must be within the United States of America. The Physician must be a board certified specialist where required under this Policy.

**Policy.** The written statement of this contract effecting Critical Illness Insurance, including all clauses, riders, endorsements, applications, or other attached papers. This insurance Policy is a binding contract, issued by the Company to the Insured, which promises to pay a Benefit Amount according to certain defined terms and conditions.

**Policy Effective Date.** The date that this Policy takes effect. The Policy Effective Date is shown in the Policy Schedule.

**Premium.** The dollar amount that must be paid to keep this Policy in force. Premium is shown in the Policy Schedule.

**Premium Class.** The Premium Class of the Insured as designated in the Policy Schedule.

**Premium Payment Mode.** The period of time for which one Premium payment will keep this Policy in force. The Premium Payment Mode is shown in the Policy Schedule.

**Proof.** Written evidence satisfactory to the Company that a claimant has satisfied the conditions and requirements for a benefit described in this Policy. Proof must include all of the information required under the terms of this Policy and be timely submitted as described in this Policy. When a claim is made for a benefit described in this Policy, Proof must establish:

- a) the nature and extent of the Covered Condition;
- b) the Company's obligation to pay the claim; and
- c) the claimant's right to receive payment.

Except as provided in the "Physical Examinations, Autopsy" claim provision of this Policy, Proof must be provided at the claimant's expense.

**Reduced Benefit Period.** If the Covered Condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 90 days, beginning on the Policy Effective Date of this Policy. If such Covered Condition Occurs and is diagnosed during the first 90 days of coverage after the effective date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the Policy will terminate.

**We, Us, Our.** Protective Life Insurance Company.

**You, Your.** Insured(s) named in the Policy Schedule.

## EXCEPTIONS AND LIMITATIONS

Unless the Insured's Covered Condition First Occurs or is diagnosed during the coverage period of the Policy, no Benefit Amount will be payable.

Payment of any Benefit Amount under this Policy shall be subject to the following:

- a) The payment of all benefits under the Policy shall not exceed three (3) times the Initial Benefit Amount stated in the Policy schedule.
- b) The payment of benefits under each category shall not exceed 100% of the Current Benefit Amount for each category.
- c) There shall be only one Benefit Payment for each Covered Condition.
- d) There shall be only one Benefit Payment per 180-day period across the three categories. However, the 180-day period does not apply to Benefit Payments within the same category.
- e) If a First-Ever Diagnosis Occurs within the 180-day period after a Benefit Payment, it is not effectively considered a "First-Ever Diagnosis" under the Policy. Therefore, a Benefit Payment may be paid for a subsequent Occurrence and Diagnosis of that Covered Condition.
- f) If more than one Covered Condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180-day period.

The Company will NOT pay the Benefit Amount for a Covered Condition if such Covered Condition is caused by, results from, or occurs during:

- a) intentionally causing self-inflicted injuries;
- b) suicide, or any attempt at suicide, while sane or insane;
- c) serving in the armed forces or any auxiliary unit of the armed forces;
- d) participation in the commission or attempted commission of a felony;
- e) participation in a riot or insurrection;
- f) alcoholism or drug addiction; or
- g) being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a physician and taken according to the physician's instructions. The term "intoxicated" refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

The Company will NOT pay the Benefit Amount for a Covered Condition if:

- a) such Covered Condition is not covered under this Policy;
- b) such Covered Condition First Occurred while this Policy was not in force;
- c) such Covered Condition was diagnosed by a person who is not a Physician;
- d) such Covered Condition was diagnosed outside the U.S., unless the Diagnosis is confirmed in the U.S.;
- e) such Covered Condition or surgical procedure was performed outside the U.S., unless on a U.S. military base or facility; or within another U.S. military or government building or facility; or
- f) the Insured's date of birth, Age or sex was misstated on the Application and at the correct date of birth, Age or sex the Policy would not have become effective or would have terminated.

Any Benefit Amount payment under this Policy is subject to the adjustments provided in the Policy provisions; including, but not limited to, the Time Limit for Certain Defenses, Misstatement of Age or Sex, and Grace Period provisions.

## **TERMS UNDER WHICH THIS POLICY MAY BE CONTINUED IN EFFECT OR DISCONTINUED**

This Policy, as long as it remains in force, is guaranteed renewable for life. The Owner may renew the Policy by paying each renewal Premium as it becomes due or during the Grace Period. The Company reserves the right to change Premium rates. Any change in Premium will be made on a class basis only, and will be based on the Insured's Issue Age and Premium Class on the Policy Effective Date of the Policy. If the Company changes the rates, We will notify the Owner in writing, at least 30 days before the change, at the Owner's address as listed in the Company's records.

### **OPTIONAL SPOUSE CRITICAL ILLNESS RIDER**

An optional Spouse Critical Illness Rider covering the spouse of the Insured (Spouse Insured) may be available for an additional Premium. This is not the insurance contract for such Rider. The terms and conditions of such Rider are contained in the Rider.

### **OPTIONAL ACCIDENTAL DEATH BENEFIT RIDER**

An optional Accidental Death Benefit Rider covering the Insured may be available for an additional Premium. The Accidental Death Benefit amount, not to exceed the Current Benefit Amount in force at the time of the accident, is paid to the Policy's beneficiary upon receipt of Proof that the Insured's death was accidental in accordance with the terms of the Rider. This is not the insurance contract for such Rider. The terms and conditions of such Rider are contained in the Rider.

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**Acknowledgement**

This receipt must be signed and dated by the applicant and returned with the Application.

This Disclosure provides a brief summary of the Policy. It is not a contract. Only the actual Policy provisions will control. The Policy sets forth in detail the rights and obligations of both the Insured(s) and the Company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

**Protective Life Insurance Company**

The undersigned applicant acknowledges the receipt of this Disclosure. A copy of this document is to be sent in with the Application.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

PROTECTIVE LIFE INSURANCE COMPANY  
P. O. Box 830619  
Birmingham, Alabama 35283-0619

**IMPORTANT NOTICE REGARDING THE  
REPLACEMENT OF YOUR POLICY OF LIFE INSURANCE**

You have been offered a policy to replace all or part of your existing policy of life insurance.

Before you replace your existing policy you should consider whether you could suffer a **FINANCIAL LOSS** under the new policy because of your **AGE** or the condition of your **HEALTH**. You should also consider whether you will pay more for premiums because of your age or health.

You **WILL** incur additional costs to acquire the new policy, including the payment of commissions to the agent advocating the replacement of your existing policy.

To make an informed decision about the replacement of your policy, you should discuss the provisions of your existing policy with your agent or the company which issued it to determine whether your policy can be changed to meet your present needs.

Your new policy provides 10 days for you to decide whether you wish to keep it.

The agent who is offering to replace your existing policy is required to obtain your signature on this notice. Also, he will be notifying your existing insurance company that you are considering the replacement of your policy.

I have read this notice and received a copy of it for my records.

_____	_____
Applicant	Date
_____	_____
Agent	Date

**For electronic use only – AGENT ONLY**

I hereby certify that my electronic approval serves as my signature for legal and regulatory purposes for this application.

Electronic Signature of \_\_\_\_\_ was  
*Broker or Agent*

obtained \_\_\_\_\_ at \_\_\_\_\_.  
*Date Time*

ORIGINAL - HOME OFFICE    COPY – APPLICANT    COPY – AGENT