



FirstChoice Victory Series

Regulatory and Technical Information Guide

Hospital Indemnity Insurance Policy

Policy Form Numbers: HIP, HIP-LA, HIP-OK, HIP-TX (including state variations)

Rider Form Numbers: HIPRSS, HIPRSS-LA; HIPRSP, HIPRSP-LA; HIPRPN, HIPRPN-LA; HIPROS, HIPROS-LA; HIPRLS, HIPRLS-LA; HIPRICU, HIPRICU-LA; HIPRHII, HIPRHII-LA; HIPRFHC, HIPRFHC-LA; HIPREA, HIPREA-LA; HIPRDX, HIPRDX-LA; HIPRADD, HIPRADD-LA; (including state variations)

Right to Examine Policy - If, for any reason, You decide not to keep this Policy, return it to Us within 30 days after You receive it. You may return it to Our Administrative Office or to the agent who sold it to You. We will treat the Policy as if it had never been issued. We will refund any premium paid. In OK, if We do not refund any Premium paid within 30 days from the date of receipt of cancellation, We will pay interest on the proceeds.

Conditionally Renewable - You have the right to renew this Policy until the earlier of either when You become insured under Medicare, or the end of the month that You turn 70, if You pay the correct premium when due or within the Grace Period. In CA, We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time. We retain the right to change the premium rates on this Policy. See the paragraph titled, "Change in Premium Rate."

Pre-Existing Conditions Limitation - This Policy, and any attached Rider(s), does not cover Pre-Existing Conditions, (except in NC) whether disclosed in the application or not, for the first 12 months beginning on the date that person becomes an Insured on this Policy or any benefit Rider.

Except in VA, by Pre-Existing Condition(s), We mean those conditions for which medical advice, diagnosis, care (in CA, "diagnosis, care" does not apply), or treatment was received or recommended or that could be medically documented within the 12 (in NV, 6)-month period immediately preceding the Policy Effective Date (in CA and NV, "medically documented" does not apply) (in TX, except when the Policy is delivered or issued for delivery to an individual who is 65 years of age or older, then Pre-Existing Conditions mean those conditions for which medical advice, diagnosis, care, or treatment was received or recommended or that could be medically documented within the 6-month period immediately preceding the Policy Effective Date.) (in SC, Pre-Existing Conditions exclusions may not be implemented by any successor plan as to any Insureds who have already met all or part of the waiting period requirements under any previous plan. Credit must be given for that portion of the waiting period that was met under the previous plan.). In DE, We mean the existence of symptoms which would cause an ordinary prudent person to seek diagnosis, care, or treatment within a 12-month period preceding the Policy Effective Date of the Insured, or a condition for which medical advice or treatment was recommended or received by a Physician with a 12-month period preceding the Policy Effective Date of the Insured. In UT, by Pre-Existing Condition(s), We mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care, or treatment within the 12-month period preceding the Policy Effective Date of the Insured, or a condition for which medical advice or treatment was received or recommended from a Physician within a 12-month period preceding the Policy Effective Date of the Insured.

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

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

This Policy will end on the earlier of: a. when You fail to pay premiums within Your (in VA, by the end of the) Grace Period; b. when You die (In VA, the Policy Anniversary Date You no longer meet the Renewability Provision unless We accepted the renewal premium. If We accepted the renewal premium, coverage shall continue in force, subject to any right of cancellation, during the period for which the renewal premium was accepted by Us.); c. except in VA, when You no longer meet the Renewal Condition as defined on the cover of this Policy (in CA, the Policy Anniversary Date when You no longer meet the Renewal Condition as defined on the cover of this Policy); d. except in VA, the date You are insured under Medicare; or, e. the date You notify Us in writing to end this Policy (in VA, or on such later date as may be specified in the notice).

In UT only, if coverage terminates due to Your death, Your spouse will become the Primary Insured provided Your spouse is an Insured Dependent under this Policy on the date of Your death.

Coverage for an Insured Dependent will end on the date such Insured ceases to be an Eligible Dependent Child or Eligible Spouse*, as defined in this Policy. In PA, if coverage terminates due to Your death, Your Spouse will become the named policyholder provided Your spouse is covered under this Policy on the date of Your death.

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

* In DE, or Civil Union Partner/in CA and NV, or Domestic Partner.

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

- a. except in CA, treatment of alcoholism or drug addiction (in PA, loss sustained or contracted in consequence of the Insured being intoxicated or being under the influence of any narcotic unless administered on the advice of a Physician);
- b. except in MI, NV and PA, being legally intoxicated (in IL, as defined and determined by the laws of the jurisdiction where the loss or cause of the loss was incurred) or being under the influence of any drug unless prescribed by the claimant's Physician (in OK, being under the influence of any narcotic unless administered on the advice of a Physician). In VA, being drunk or being under the influence of any narcotic unless taken on the advice of the Insured's Physician;
- c. except in MI, attempted suicide while sane or insane (in MO "insane" does not apply), or willful and intentional self-inflicted Injury (in MO, only while sane) (in PA, suicide or intentional self-inflicted Injury) (in CA, attempted suicide while sane or insane, or any willful and intentional act by the Insured to purposely cause harm or damage to him-/herself);
- d. (in TX, loss due to) being exposed to war or any act of war, declared or undeclared or (in VA, service in the armed forces or auxiliary units) while serving in the armed forces (in DE, or while serving in the armed forces or participation in a riot or insurrection);
- e. except in IL and MI, engaging in an illegal activity (in AZ, CA, DE, IN, LA, and NV, the Insured's commission of or attempt to commit a felony, or to which a contributing cause was the Insured being engaged in an illegal occupation) (in TX, loss to which a contributing cause was the Insured's commission of or attempt to commit a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation). In VA, the Insured committing or attempting to commit a felony or from the Insured engaging in an illegal occupation;
- f. Dental Treatment or plastic surgery for cosmetic purposes. This exclusion does not apply if the Dental Treatment or plastic surgery is: (1) due to an Injury; or, (2) to restore normal bodily functions (in NC, (3) with respect to a newborn, foster or adopted child insured under this Policy after the Policy Effective Date, due to a congenital defect or anomalies, including, but not limited to cleft palate or cleft lip). In CA, Dental Treatment or dental surgery performed solely for cosmetic purposes. This exclusion does not apply if the treatment or surgery is: (1) due to an Injury; or, (2) to restore normal bodily functions; or to create a normal appearance as a result of congenital defects, developmental abnormalities, trauma, infection, tumors, or disease. In VA, Dental Treatment or plastic surgery for cosmetic purposes. This exclusion does not apply if the treatment or surgery is: (1) due to an Injury; or, (2) the plastic surgery is incidental to or follows surgery from a covered trauma, infection, or other diseases of the involved part; or, (3) to restore normal bodily functions; or, (4) due to congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect; or;
- g. care that is primarily for rest, convalescence, or rehabilitation;
- h. treatment of Mental or Nervous Disorders without demonstrable organic disease (in MO, "Nervous Disorders" does not apply);
- i. except in TX, treatment which is rendered outside the United States, its possessions, or Canada, except for emergency care for acute onset of Sickness or Injury sustained while traveling for business or pleasure;
- j. except in PA and VA, any Pre-Existing Conditions (in DE, Condition Limitations (except for congenital anomalies of a covered dependent child)) as defined in this Policy;

- k. except in TX, conditions specifically excluded by amendment or endorsement; or,
- l. treatment, services, and supplies related to: maternity, pregnancy (except Complications of Pregnancy), or abortion. In VA, treatment, services, and supplies related to: maternity, does not apply.

In CA only, surgery performed solely for cosmetic purposes. This exclusion does not apply if the surgery is: (1) due to an Injury; or (2) to restore normal bodily functions or create a normal appearance as a result of congenital defects, developmental abnormalities, trauma, infection, tumors, or disease. (3) devices or surgery to restore or achieve symmetry incident to mastectomy, including coverage for all complications including lymphedema.

In IL only, the insured's commission of or attempt to commit a felony or to which a contributing cause was the insured being engaged in an illegal occupation

In MI only, treatment of Sickness or Injury when the loss to which a contributing cause was the Covered Person's commission of or attempt to commit a felony or to which a contributing cause was the Covered Person being engaged in an illegal occupation or other willful criminal activity. "Willful criminal activity," as defined in Michigan Public Act, MCL500.342, includes but is not limited to, operating a vehicle while intoxicated in violation of section 625 of the Michigan vehicle code, 1949 PA 300, MCL 257.625, or similar law in a jurisdiction outside of this state, or operating a methamphetamine laboratory, , "methamphetamine laboratory" means that term as defined in section 1 of 2006 PA 255, MCL 333.26371, however willful criminal activity does not include a civil infraction or other activity that does not rise to the level of a misdemeanor or felony

In NC only, participation in the military service of any country or international organization.

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

Rider Termination - This Rider ends on the earlier of the date: a. Your coverage terminates under the Policy to which this Rider is attached; b. any premium for this Rider is not paid before the end of the Grace Period; or, c. You give Us a written request to end this Rider.

Coverage for an Insured Dependent will end under this Rider when such Insured ceases to be an Eligible Dependent Child or Eligible Spouse*.

** In DE, or Civil Union Partner/in CA and NV, or Domestic Partner.*