

## Specified Critical Illness

### Definitions

The below provides specific meanings to words commonly found in the documents related to HM Life Insurance Company of New York's Specified Critical Illness product, such as the Policy and Certificate. Other than references to he, him, his, you, your, yours, we, us or our, the words defined below and capitalized within the text of documents related to Specified Critical Illness have the meanings set forth below.

**Affiliate or Affiliated** means a company or organization that is subsidiary to, affiliated with or controlled by the Policyholder.

**Cancer** has the following meanings:

**Invasive Cancer** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes Leukemia, Carcinoma in Situ or Skin Cancer whose cells have become invasive (metastasized) to other tissues and Stage 1 Hodgkin's Disease and Stage A Prostate Cancer. It does not include:

- pre-malignant tumors or polyps;
- Carcinoma in Situ (non-invasive); or
- Skin Cancer (non-invasive).

**Carcinoma in Situ** means Cancer that is in the natural or normal place, confined to the site of origin without having invaded neighboring tissue.

**Skin Cancer** means basal cell carcinoma and squamous cell carcinoma of the skin or melanoma that is in the natural or normal place, confined to the site of origin, without having invaded neighboring tissue.

Invasive Cancer and/or Carcinoma in Situ and/or Skin Cancer must be diagnosed in one of two ways:

- Pathological Diagnosis – A pathological diagnosis of Invasive Cancer, Skin Cancer or Carcinoma in Situ is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. The Pathologist making the diagnosis shall base his judgment solely on the criteria of malignancy as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen.
- Clinical Diagnosis – A Clinical Diagnosis of Invasive Cancer, Skin Cancer or Carcinoma in Situ is based on the study of symptoms. Any type of medically appropriate clinical diagnosis will be accepted in lieu of a pathological diagnosis provided:
  - there is medical evidence to support the diagnosis; and
  - a doctor is treating a Covered Person for Invasive Cancer, Carcinoma in Situ and/or Skin Cancer.

**Certificate** means the document issued for delivery to the Covered Person that lists the benefits, conditions and limits of the Policy.

**Coma** means a profound state of unconsciousness that lasts for a period of 30 consecutive days and from which the Covered Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. The Diagnosis of Coma must indicate that permanent neurological deficit is present.

**Company or we, us, our**, means HM Life Insurance Company of New York, domiciled in New York.

**Coronary Artery Bypass** means undergoing open heart surgery to correct a 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 non-surgical procedures. The diagnosis of the condition that necessitates the need for a Coronary Artery Bypass must be made by a cardiologist and based on angiographic evidence of the underlying disease.

**Covered Person** means an Employee or Dependent for whom an enrollment form has been accepted by us, the required premium has been paid when due and for whom coverage remains in force.

### **The Date of Diagnosis is:**

- For Cancer, Carcinoma in Situ and/or Skin Cancer: The day the tissue specimen, blood samples and/or titer(s) are taken on which the first diagnosis of Cancer or Carcinoma in Situ is based.
- For Heart Attack: The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Myocardial Infarction (Heart Attack) definition.
- For Stroke: The date a Stroke occurred must be determined by a licensed neurologist and based on documented neurological deficits and confirmatory neuroimaging studies.
- For End Stage Renal Disease: The date that a physician recommends that a person qualifies for Medicare coverage for End Stage Renal Disease.
- For Major Organ Transplant surgery: The date the surgery occurs for a transplant.
- For Coronary Artery Bypass open heart surgery: The date Coronary Artery Bypass surgery occurs.
- For all other conditions: The date a Physician in the applicable field of medicine determines a Covered Critical Illness.

### **Dependent means the Employee's:**

- Lawful spouse (the spouse must meet the legal requirements of a spouse as defined by the laws of the state of New York), unless such spouse is eligible for coverage as a Covered Employee; and
- Domestic Partner, unless such person is eligible for coverage as a Covered Employee; and
- Unmarried natural or step child, unless such child is eligible for coverage as a Covered Employee and who:
  - is less than 19 years old; or
  - is unmarried, under 25 years of age and attending an accredited educational institution as a full-time student. Coverage for the student described above will continue if he/she takes a leave of absence from school due to illness for a period of 12 months from the last day of attendance in school. The medical necessity of a leave of absence from school must be certified to by the student's attending Physician licensed to practice in the State of New York. Written documentation of the illness must be submitted to us.
  - is chiefly dependent upon the insured and becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for Dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 25.

This term includes a child who:

- is the newborn child of an Employee or spouse; or
- is adopted by or placed for adoption (including any waiting period prior to the finalization of the child's adoption) with, or is party in a suit for adoption by, the Covered Employee; or
- is required to be provided coverage by the Covered Person or his spouse or Domestic Partner under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO also will include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under and having the force and effect of state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

### **Domestic Partner means a person of the same or the opposite sex who:**

- is not married or legally separated;
- has not been party to an action or proceeding for divorce or annulment within the last six months, or has been a party to such an action or proceeding and at least six months have elapsed since the date of the judgment terminating the marriage;
- is not currently registered in a Domestic Partnership with a different Domestic Partner and has not been in such a relationship for at least six months;
- occupies the same residence as the Employee;
- has not entered into a Domestic Partnership relationship that is temporary, social, political, commercial or economic in nature; and
- has entered into a Domestic Partnership Arrangement with the Employee.

**Domestic Partnership Arrangement** means the Employee and another person of the same or the opposite sex have any three of the following in common (documentation may be requested to the extent allowed by the city, county or state in which he resides):

- joint lease, mortgage or deed;
- joint ownership of a vehicle;
- joint ownership of a checking account or credit account;
- designation of the Domestic Partner as a beneficiary for the employee's life insurance or retirement benefits;
- designation of the Domestic Partner as a beneficiary of the employee's will;
- designation of the Domestic Partner as holding power of attorney for health care; or
- shared household expenses.

**Eligibility Waiting Period** is applied to a newly hired Employee of the Policyholder and means the period of time that must lapse before an Employee is eligible for insurance under the Policy. It will be extended by the number of days the Employee is not in Active Service. We will not pay benefits for a Specified Critical Illness that begins during the Eligibility Waiting Period or a Health Screening performed during such period.

Provide **Evidence of Insurability** means a Covered Person must (and at his expense)

- complete and sign our enrollment health and medical history form; and
- provide any additional reasonable information about his insurability that we request.

**Employee** means a full-time employee of the Policyholder who works an average of 15 hours per week or equivalent hours per month.

**End Stage Renal Disease** (Kidney Failure) means end stage renal disease presenting as chronic, irreversible failure of one or both of kidneys to function. The Kidney Failure must necessitate regular renal dialysis, hemodialysis or peritoneal dialysis (at least weekly) or result in kidney transplantation. All forms of End Stage Renal Disease are covered. The diagnosis of End Stage Renal Disease must be based on chronic irreversible failure of the function of at least one kidney requiring regular hemodialysis or necessitating a kidney transplant.

**Guarantee Issue Benefit Amount** means the maximum Benefit Amount available to a Covered Person without providing Evidence of Insurability.

**He, him or his** means an individual, male or female.

**Hospital** means an institution that meets all of the following:

- it is licensed by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law;
- it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- it is managed under the supervision of a staff of legally licensed physicians and has patients who are under the care of a Physician, Doctor or dentist;
- it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises or available on a prearranged basis; and
- if located in New York State, it has a hospital review plan in effect that meets the standards set forth in Section 1861(k) of the United States Public Law 89-97 (42 USCA §1395x(k)).

The term Hospital does not include a clinic, facility or unit of a Hospital for: rehabilitation, convalescent or custodial care or

- rehabilitation, convalescent or custodial care; or
- the aged.

**Illness** means a bodily disorder or disease that:

- is first manifested while the Covered Person is insured under the Policy and after any applicable Eligibility Waiting Period;
- is not subject to the Pre-Existing Condition Limitation; and
- is not otherwise excluded under the terms of this Policy.

**Major Organ Transplant** means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney or pancreas. This term does not include animal to human transplants; transplants of human to human organs other than a human heart, lung, liver, kidney or pancreas; tissue transplants (corneas, skin, heart valves, bone, tendons, ligaments, cartilage and bone marrow) or a human to human transplant of a uterus, face or hand.

**Myocardial Infarction (Heart Attack)** means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Any type of medically appropriate diagnosis will be accepted, including those based upon the following criteria:

- new and serial Electrocardiographic (EKG) findings consistent with Myocardial Infarction;
- elevation of cardiac enzymes above generally accepted laboratory levels of normal – in case of creatine phosphokinase (CPK), a CPK-MB measurement must be used;
- confirmatory imaging studies such as thallium scans, MUGA scans or stress echocardiograms; and/or
- chest pain.

**Open Enrollment Period or Enrollment Period** means a period of time agreed upon by the Policyholder and the Company, during which an Employee may apply for insurance.

**Pathologist** means a Physician, other than a Covered Person or a family member, who is licensed to practice medicine and who also is licensed to practice pathologic anatomy by the American Board of Pathology. A Pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

**Physician or Doctor** means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- a parent, sibling, spouse, Domestic Partner or child of the Covered Person; or
- the Covered Person himself.

**Plan Year or annual or annually** means a period of twelve consecutive months beginning on the Policy Effective Date and subsequent Anniversary Dates.

**Registered Nurse** means a registered graduate professional nurse (R.N.), a licensed practical nurse.

**Social Worker** means a licensed clinical social worker.

**Specified Critical Illness** means such illness shown in the Schedule of Benefits and as defined in the Policy.

**Stroke** means a cerebrovascular incident caused by: infarction of brain tissue, cerebral hemorrhage, thrombosis or embolization from an extra-cranial source lasting more than 24 hours that produces measurable evidence of permanent neurological deficit.

The following are not considered Strokes:

- Transient Ischemic Attacks (TIAs)\*
- Vertebro-Basilar Insufficiency
- Incidental findings on imaging studies
- Head injury
- Chronic cerebrovascular insufficiency
- Reversible ischemic neurological deficits

*\*Transient Ischemic Attack (TIA) means a neurological condition or event with the signs and symptoms of a stroke, but which disappear within a short period of time with no residual signs, symptoms, deficits or abnormalities that are revealed or shown on neuroimaging studies.*

Specified Critical Illness coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form HM-CI 308. Certain exclusions and limitations apply. This coverage may not be available in all states and is subject to all applicable state and federal laws.