

SERFF Tracking Number: NGLI-125659536 State: Arkansas
Filing Company: National Guardian Life State Tracking Number: 39060
Company Tracking Number: NRXGRP 4/08
TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
Product Name: Outpatient Prescription Drug
Project Name/Number: /

Filing at a Glance

Company: National Guardian Life

Product Name: Outpatient Prescription Drug SERFF Tr Num: NGLI-125659536 State: ArkansasLH
TOI: H17G Group Health - Prescription Drug SERFF Status: Closed State Tr Num: 39060
Sub-TOI: H17G.000 Health - Prescription Drug Co Tr Num: NRXGRP 4/08 State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
Author: Peggy Kratz Disposition Date: 06/03/2008
Date Submitted: 05/20/2008 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Not Filed
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer, Association
Filing Status Changed: 06/03/2008
State Status Changed: 06/03/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
See Cover Letter

Company and Contact

Filing Contact Information

Peggy Kratz, Senior Policy Forms Specialist plkratz@nglic.com
P.O. Box 1191 (608) 443-5325 [Phone]

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Product Name: Outpatient Prescription Drug
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Madison, WI 53701-1191

(608) 443-5365[FAX]

Filing Company Information

National Guardian Life

CoCode: 66583

State of Domicile: Wisconsin

P.O. Box 1191

Group Code:

Company Type: LAH

Madison, WI 53701-1191

Group Name:

State ID Number:

(800) 626-7931 ext. 5790[Phone]

FEIN Number: 39-0493780

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Guardian Life	\$50.00	05/20/2008	20419081

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/03/2008	06/03/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/23/2008	05/23/2008	Peggy Kratz	05/28/2008	05/28/2008

SERFF Tracking Number: *NGLI-125659536* *State:* *Arkansas*
Filing Company: *National Guardian Life* *State Tracking Number:* *39060*
Company Tracking Number: *NRXGRP 4/08*
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Disposition

Disposition Date: 06/03/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form	Group Policy Providing Outpatient Prescription Drug Benefits	Approved-Closed	Yes
Form (revised)	Group Certificate Providing Outpatient Prescription Drug Benefits	Approved-Closed	Yes
Form	Group Certificate Providing Outpatient Prescription Drug Benefits	Withdrawn	No
Form	Group Application	Approved-Closed	Yes
Form	Enrollment/Change Form	Approved-Closed	Yes
Form	Endorsement	Approved-Closed	Yes

SERFF Tracking Number: NGLI-125659536 State: Arkansas
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Company Tracking Number: NRXGRP 4/08
TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
Product Name: Outpatient Prescription Drug
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/23/2008
Submitted Date 05/23/2008
Respond By Date
Dear Peggy Kratz,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Certificate Providing Outpatient Prescription Drug Benefits (Form)

Comment: The dispensing limits is not in compliance with ACA 23-79-149(d) which states that...."Insurance policies shall not set a limit on the quantity of drugs which an enrollee may obtain at any one (10 time with a prescription, unless the limit is applied uniformly to all pharmacy providers in the insurance policy's network.

Please feel free to contact me if you have questions.

Sincerely,
Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/28/2008
Submitted Date 05/28/2008

Dear Rosalind Minor,

Comments:

Response 1

Comments: I revised the dispensing limits in the certificate form, to be as follows:
"Up to a maximum [30-day] [90-day] supply"

This allows the option for us to use either a 30 day limit, or 90 day limit when the policy is issued. However, the same limit will apply to all drugs.

Because of this change, I have created an Arkansas specific form. I have also incorporated the provisions previously

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amended by form NRXGRP-END-AR 4/08 into the Arkansas specific form.

The Amendment form is no longer needed.

Thank you very much for your continued review.

Related Objection 1

Applies To:

- Group Certificate Providing Outpatient Prescription Drug Benefits (Form)

Comment:

The dispensing limits is not in comppliance with ACA 23-79-149(d) which states that..."Insurance policies shall not set a limit on the quantity of drugs which an enrollee may obtain at any one (10 time with a prescription, unless the limit is applied uniformly to all pharmacy providers in the insurance policy's network.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Certificate Providing Outpatient Prescription Drug Benefits	NRXGRP CT 4/08 AR		Certificate	Revised	NRXGRP CT 4/08 AR	44	NRXGRP CT 4-08 Final.pdf
Previous Version							
Group Certificate Providing Outpatient Prescription Drug Benefits	NRXGRP CT 4/08		Certificate	Initial		44	NRXGRP CT 4-08 Final.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Peggy Kratz

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Form Schedule

Lead Form Number: NRXGRP 4/08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	NRXGRP 4/08	Policy/Cont ract/Fraternal Certificate	Group Policy Providing Outpatient Prescription Drug Benefits	Initial		42	NRXGRP 4-08 Master Policy.pdf
Approved-Closed	NRXGRPC T 4/08 AR	Certificate	Group Certificate Providing Outpatient Prescription Drug Benefits	Revised	Replaced Form #: NRXGRPC T 4/08 AR Previous Filing #: NRXGRPC T 4/08	44	NRXGRPC T 4-08 Final.pdf
Approved-Closed	NDVRX GRPAPP 4/08	Application/Enrollment Form	Group Application	Initial		40	NDVRX GRP APP 4-08 Master application.pdf
Approved-Closed	NDVRX Enroll 4/08	Application/Enrollment/Change Enrollment Form	Enrollment Form	Initial		50	NDVRX Enroll 4-08.pdf
Approved-Closed	NRXGRP-END-AR 4/08	Certificate Amendment, Insert Page, Endorsement or Rider	Endorsement	Initial			AR NRXGRP-END-AR 4-08 endorsement.pdf



NATIONAL GUARDIAN LIFE INSURANCE COMPANY

(called "We", "Our", and "Us")

2 East Gilman Street Madison, Wisconsin 53701

GROUP POLICY PROVIDING OUTPATIENT PRESCRIPTION DRUG BENEFITS

Underwritten by: National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, WI 53701-1191

Administrator: [Name]
[Address]

In return for the application, which is attached, and payment of premium as it becomes due, National Guardian Life Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy. Details of the benefits of this Policy are shown in the certificates attached to this Policy. These certificates form a part of this Policy.

This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown on the Policy Schedule.

This Policy may be continued in force by payment of premium at the rates We establish until the insurance ends as provided.

This Policy is governed by the laws of the jurisdiction shown below.

POLICYHOLDER: [Group Name]
GROUP POLICY NUMBER: [Group Number]
POLICY EFFECTIVE DATE: [June 1, 2008]
ANNIVERSARY DATE: [June 1, 2009]
JURISDICTION: [Louisiana]
PREMIUM DUE DATE: [1st of every Month]
COVERAGE PROVIDED: [See Incorporated Certificate's Schedule of Benefits]
INITIAL TERM: [12 Months]

Sherri Kliczak, Secretary

John Larson, President

NON-PARTICIPATING

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PART I: PREMIUMS

A. PREMIUM SCHEDULE

[Minimum Number of Insureds: _____]

Initial [Monthly] Premium Rate..... [Member] [Employee] Only[\$ XX.XX]
[.....[Member] [Employee] and One Child[\$ XX.XX]]
[..... [Member] [Employee] and Children[\$ XX.XX]]
[.....[Member] [Employee] and Spouse[\$ XX.XX]]
[..... [Member][Employee] and Family[\$ XX.XX]]

Initial Premium Rate is guaranteed from _____, 20__ to _____, 20__.]

[Refer to the attached Group Application for premium rate information.]

B. PAYMENT OF PREMIUMS: The premiums due under this Policy are payable in advance directly to Us at the Administrator’s Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy.

The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.

C. PREMIUM ADJUSTMENTS: When additional or increased insurance begins or insurance ends and such change is due to a change in the terms of this Policy, any adjustment in the premium will be made as of the date the change is effective. Otherwise, any adjustment in premium will be made on the Premium Due Date, which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if premiums are payable other than monthly). Upon agreement between the Policyholder and Us, the mode of premium payment may be changed as of any Premium Due Date.

D. PREMIUM CALCULATION: The total premium for insurance coverage under this Policy is the sum of the premiums for each Insured.

E. PREMIUMS DUE FOLLOWING TERMINATION: The Policyholder will be liable for any premiums owed to Us If We pay a claim for an individual whose coverage was terminated under the Group Policy.

F. CHANGES IN PREMIUM RATES: We have the right to change the premium rates on any premium due date after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in any [6-month] period. We will notify the Policyholder in writing at least forty-five days before any increase in premium rates.

G. GRACE PERIOD: A Grace Period of 31 days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. All premiums then due and unpaid, including the premium for the Grace Period, will be owed to Us.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later.

The premium for the time the insurance was in effect during the Grace Period will be owed to Us.

[PART II: PROVISIONS SPECIFIC TO EMPLOYER GROUPS

[A.] DEFINITIONS: The following Definitions apply in addition to those contained in the attached Certificate:

1. **Active Employee** – Means an Actively At Work Employee of the Employer named as the Policyholder.
2. **Active Work and Actively at Work** – Means that the Active Employee is performing all of the usual and customary duties of his or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder’s customary place of employment or business, or at some location to which the employment requires the Active Employee to travel.
3. **Retiree** – Means retirees ages [55-65] who have met the service requirements of the Policyholder.]

[B. CONTINUING INSURANCE ON ACTIVE EMPLOYEES ABSENT FROM WORK

Coverage may be continued on Active Employees absent from work subject to the following provisions. If an Active Employee is absent from work because of injury, sickness, approved leave of absence or temporary lay-off, or is placed on part-time employment, the Employer, acting on a basis which does not discriminate for or against any person, may consider the Active Employee as still employed until the Employer notifies Us differently or stops paying premiums for the Active Employee. However, in any event, insurance cannot be continued in this way for longer than the Maximum Continuation Period stated below.

FOR ABSENCE DUE TO: MAXIMUM CONTINUATION PERIOD:

[Temporary Lay-Off	One Year]
[Approved Leave of Absence	One Year]
[Part-Time Employment	One Year]
[Injury or Sickness	One-year periods, each of which begins on the Anniversary Date of this Policy, subject to the following conditions:
	1.the first period begins on the date the Active Employee stops Active Work due to injury or sickness and ends on the next following Anniversary Date of this Policy (up to six months);
	2. request to continue insurance must be made by the Employer to Us within 31 days before each Anniversary Date.]]

PART [III]: WHEN INSURANCE UNDER THIS POLICY ENDS

By giving the Policyholder written notice at least 60 days in advance, We have the right to end coverage under this policy as follows:

1. We have the right to terminate all insurance under this Policy at the end of the Initial Term [. or on any Premium Due Date after participation drops below the following requirements:
 - [a.] [When [Members] [Employees] are not required to contribute to the cost of their own insurance, there must be 100% participation.]
 - [b.] [For groups of [2 to 9] [Members] [Employees], 100% participation is required in all circumstances for both [Members] [Employees] and Eligible Dependents.]
 - [c.] [For groups of [10 or more] [Members] [Employees], where benefits are funded by the [Members] [Employees], [25%] participation is required in all circumstances for both [Members] [Employees] and Eligible Dependents. A minimum of [10] must enroll.]
 - [d.] [Participation must not drop [25%] or more from the participation on the original effective date.]]

[2.] [We can terminate all Dependent insurance under this Policy as of any Premium Due Date if there are less than 100% of the [Members] [Employees] who have Dependent insurance when the [Member] [Employee] is not required to contribute to its cost.]

[3.] All insurance or any part may be ended on any date by mutual agreement between the Policyholder and Us.

After the Initial Term, the Policy shall continue on a [month-to-month] [12 month] basis. It will automatically renew on the first day of each renewal period unless either We or the Policyholder has given to the other at least 60 days advance written notice of cancellation.

Insurance will end as provided above without the consent of, or notice to, any Insured Dependent or Beneficiary.

PART [IV]: GENERAL PROVISIONS

A. ENTIRE CONTRACT: The entire contract consists of:

1. this Policy, including any endorsements or riders;
2. the Policyholder application;
3. the Certificates issued under this Policy;
4. the Insured enrollment forms.

A copy of the Policyholder's application is attached to this Policy on the date it is signed. Any statement made by an Insured or the Policyholder, in the absence of fraud, is considered representations and not warranties. No statement will be used to avoid the insurance, reduce benefits, or deny a claim unless the statement is in writing and a copy of that statement has been given to the Insured or beneficiary.

B. INCONTESTABILITY: This Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

C. CHANGES IN POLICY: The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.

D. CONFORMITY WITH LAW: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

E. POLICY NON-PARTICIPATING: This Policy is not entitled to share in the surplus earnings of Our company.

F. INFORMATION TO BE FURNISHED BY POLICYHOLDER: The Policyholder must give Us the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to Us so that the premium may be determined. If the necessary information is not given to Us, and We pay a claim following the date an Insured ceases to be eligible, the Policyholder is liable for any premium due Us.

G. CLERICAL ERROR: Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

H. POLICYHOLDER NOT AGENT: The Policyholder will in no event be considered Our agent for any purpose under this Policy.

I. ASSIGNMENT: No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our Home Office.

J. INDIVIDUAL CERTIFICATES: We will issue to the Policyholder, to make available to each person insured under this Policy, a Certificate of insurance that describes the essential features of this Policy. The Certificate may be made available electronically. The word Certificate includes Certificate riders and Certificate supplements, if any.

K. ADDITIONAL INSUREDS: The following will be added to the group originally insured:

1. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
2. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.

L. LEGAL ACTIONS: No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.



NATIONAL GUARDIAN LIFE INSURANCE COMPANY
2 East Gilman Street Madison, Wisconsin 53701

**GROUP CERTIFICATE PROVIDING
OUTPATIENT PRESCRIPTION DRUG BENEFITS**

Underwritten by: National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, WI 53701-1191

Administrator: [Name]
[Address]

This Certificate explains the insurance coverage under the Group Policy (the Policy) issued to the Policyholder. This Certificate replaces any previous Certificates of Insurance issued under the Policy to You.

The Policyholder and the Group Policy Number are shown in the Certificate Schedule page.

This Certificate provides a description of Your Prescription Drug benefits. All benefits are governed by the terms and conditions of the Policy. You may examine the Policy during regular business hours by contacting the Policyholder.

This Certificate is renewable at the option of the Company. Please read the termination provisions of this Certificate.

Sherri Kliczak, Secretary

John Larson, President

**THIS IS A LEGAL CONTRACT
PLEASE READ YOUR CERTIFICATE CAREFULLY**

THIS IS NOT A MEDICARE SUPPLEMENT POLICY

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PART I. CERTIFICATE SCHEDULE

[Insured: [John Doe and his Eligible Dependents]
[All [Members of] [Employees in] the Eligible Class]
[All Eligible Dependents, if elected]

[Certificate Number: [RX123456]]

Policyholder: [ABC Employer / Association/ MET]

Group Policy Number: [GP12345]

Policyholder Address: [State]

Effective Date: [June 1, 2008]

[Premium Due Date: 1st of Every Month]

Anniversary Date: [June 1, 2009]

[Premium Mode: [Monthly] [Quarterly]
[Semi-Annual][Annual]]

[Premium Amount: \$XX.XX]

Initial Term: [12 Months]

[Eligible Classes: [All Members of ABC [Association]
[Union]]
[Class 1: All Full Time Employees Working At Least 30
Hours Per Week After Completing 60 Days Of Service
Class 2: Part-time Employees who work at least 17.5 hours
per week, but less than 30 hours per week.
Class 3: Retirees ages 55-65]]

[Waiting Period: [As selected by the Policyholder] [0 days for Generic Drug]
[90 days for Brand Name Drug]]

Open Enrollment Period: [As selected by the Policyholder]

Benefit Amount: [100% of Covered Charges, after any [Deductible] [and] Co-pay, subject to any maximums.]

Benefit Period: [Calendar Year]

[Maximum Payable Per Benefit Period
Per Insured [\$0 - \$1,000,000]

[Deductible Per Benefit Period
Per Insured [\$0 - \$10,000]

Co-Pay:
[Generic [The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]

[Brand Name (Formulary) [The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]

[Brand Name (Non-Formulary) [The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]

[Mail Service Generic [The [greater] [lesser] of [\$0 - \$100] and [0% - 75%]
[0%-75%] [\$0 - \$100]]

[Mail Service Brand Name (Formulary) [The [greater] [lesser] of [\$0 - \$200] and [0% - 100%]
[0%-100%] [\$0 - \$200]]

[Mail Service Brand Name (Non-Formulary) [The [greater] [lesser] of [\$0 - \$200] and [0% - 100%]
[0%-100%] [\$0 - \$300]]

PART II. DEFINITIONS

Administrator - The entity which provides complete service and facilities for the writing and servicing of the Policy as agreed to in a contract with Us.

Benefit Period - The period of time when benefits are payable. Unless stated otherwise on the Schedule, a Benefit Period is a Calendar Year.

Brand Name Drug – A drug that is: (1) approved by the Food and Drug Administration; and (2) protected by the trademark registration of the pharmaceutical company that produces such drug.

Calendar Year Plan – A one year period that begins on January 1st at 12:01 a.m. Standard Time and ends on January 1st at 12:01 a.m. Standard Time of the following year at the Policyholder's address.

Covered Charge - The necessary and reasonable expenses incurred by an Insured for a Medically Necessary outpatient Prescription Drug that:

1. requires a written prescription by a Prescriber;
2. is dispensed in the Insured's name by a licensed pharmacist;
3. is approved for treatment of the Insured's illness or injury;
4. is not specifically excluded under the Certificate;
5. You or the Insured is legally obligated to pay;
6. [has received Prior Authorization, if required;]
- [7.] is not taken while in or administered by a hospital or any other health care facility or office.

Co-Pay – The minimum portion of each Prescription Drug charge an Insured must pay.

Covered Dependent – Means an Eligible Dependent who is insured under this Certificate.

[Deductible – The dollar amount of Covered Charges that must be paid by an Insured before benefits will be paid. The Deductible amount is shown in the Certificate Schedule. Deductibles are applied for each Benefit Period. Charges excluded under the Certificate will not be used to satisfy the Deductible.]

[Domestic Partner - means two people in a relationship that satisfy the following. Each person:

1. is unmarried, at least eighteen (18) years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
2. is the sole Domestic Partner of the other partner and not have had another domestic partner in the last 12 months;
3. is not related to the other partner by adoption or blood;
4. share the same permanent address for at least 12 consecutive months and intend to so indefinitely;
5. share joint financial responsibility for basic living expenses and welfare of the other partner;
6. meets (or agrees to meet) the requirements of any applicable federal, state or local laws or ordinances for Domestic Partnerships; and
7. demonstrates financial interdependence by submission of proof of four (4) of the following:
 - a. a Domestic Partnership agreement;
 - b. a joint mortgage or lease;
 - c. an execution of wills naming each other as executor and/or beneficiary;
 - d. a durable property and health care powers of attorney;
 - e. a joint title to an automobile, or joint bank account or credit account; or
 - f. evidence of other joint financial responsibility to establish economic interdependency under the circumstances of the particular case.]

Eligible Class – Means the group of people who are eligible for coverage under the Group Policy. The [Members of] [Employees in] the Eligible Class(es) are shown in the [Certificate Schedule] [and the] [Application for the Group Policy]. [Each [Member of] [Employee in] the Eligible Class will qualify for insurance on the date He completes the required Waiting Period, if any.]

Eligible Dependent - Means a person listed below:

1. Your spouse [or lawful Domestic Partner];
2. Your unmarried dependent child under age [19] [21] [22], who is your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian and who is primarily dependent on You for support and maintenance.
3. Your unmarried child age [19] [21] [22] or older but less than age [23] [24] [25] [26] who is:
 - a. Not regularly employed on a full-time basis;
 - b. Primarily dependent upon You for support and maintenance; and
 - c. Enrolled as a full-time student in an accredited educational institution or licensed trade school.
4. Your unmarried child who has reached age [19] [21] [22] and who is:
 - a. primarily dependent upon You for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when You enroll a new disabled child under the plan.

Formulary – A list of prescription medications that are covered under the Certificate. The Formulary categorizes prescription medications into categories of: preferred Brand, non-preferred Brand and preferred Generic. The Formulary is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.

Generic Drug - Therapeutically equivalent drugs as determined by the Food and Drug Administration, which are identical to the Brand Name drugs in strength or concentration, dosage form, intended use and how it is taken.

He, Him and His – Refers to the male or female gender.

Initial Term - The period following [the group's initial] [Your] effective date and shown in the Certificate Schedule. Rates are guaranteed not to change during this period.

Insured – Means You (the Insured [Member] [Employee]) and each Covered Dependent.

Insured [Member] [Employee]– Means a person:

1. who is in an Eligible Class of the Policyholder; and
- [2.] [who has qualified for insurance by completing the Waiting Period, if any; and]
- [3.] for whom insurance under the Policy has become effective.

Legend, Legend Drug, or Legend Vitamin – Any medical substance whose label is required to bear the legend “Caution: Federal Law Prohibits Dispensing Without A Prescription” or a state restricted drug that may not require a prescription under Federal Law, but does require one under state law.

Medically Necessary – The Prescription Drug is necessary and appropriate for the diagnosis or treatment of a condition based on generally accepted current medical practice. A Prescription Drug is NOT considered Medically Necessary if it: (1) is provided only as a convenience to the Insured or provider; (2) is not appropriate treatment for the Insured's diagnosis or symptoms; (3) exceeds (in scope, duration or intensity) that level of care needed to provide safe, adequate and appropriate diagnosis or treatment; or (4)

is part of a plan of treatment that is experimental, unproven or related to a research protocol. Because any particular Prescriber may prescribe, order, recommend, or approve a Prescription Drug does not, of itself, make the service or supply Medically Necessary.

[Member] [Employee] – Means a person who belongs to an Eligible Class of the Policyholder.

Non-Participating Pharmacy – A pharmacy that does not participate in a program used by Us to provide Prescription Drugs in accordance with the provisions of the Policy.

Outpatient – Not taken in or not administered by a hospital or any other health care facility or office.

Participating Pharmacy – A pharmacy that has agreed to participate in a program used by Us to provide Prescription Drugs in accordance with the provisions of the Policy.

Policyholder – The group [employer] who has entered into a contract with Us to provide coverage under the Policy.

[Prior-Authorization] – Authorization by the Administrator to include certain Prescription Drugs as a Covered Charge. The list of drugs that require Prior-Authorization is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.]

Prescriber – A duly licensed physician, dentist, optometrist, certified midwife, nurse practitioner/clinical nurse specialist, physician assistant or other health care practitioner who is authorized by law to write prescriptions or medication orders intended for the treatment or prevention of disease. The Prescriber cannot be a member of the Insured's Immediate Family. Immediate Family means any person related by blood or marriage to the Insured. It also means any person residing with the Insured.

Prescription Drug – All Outpatient Medically Necessary Legend Drugs that are: (1) non-injectable medications shown on the Formulary, unless otherwise specifically excluded; or (2) any of the following:

[1. Diabetic Products

[Over-the-counter Diabetic supplies – alcohol swabs, lancets, lancets devices, test strips and tablets (urine, blood glucose, ketone).]

[Insulin and insulin syringes]]

[2. Family Planning

[Diaphragms (one per Insured per Benefit Period)]

[Oral contraceptives]

[Erectile dysfunction Legend Drugs],

[Viagra, limited to four (4) tablets per Insured, per month.]

[Infertility Legend Drugs]

[Condoms, spermicides and sexual dysfunction drugs.]]

[3. Self-administered Injectables

[Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard]

[Glucagon-auto injection]

[Imitrex-auto injection (18-25 mg., 9-50 mg., 2 kit/mo.)]]

[4. Smoking Deterrents

[Legend smoking deterrents.]]

[5. Nutritional Products

[Pediatric Legend Vitamins]

[Prenatal Legend Vitamins]

[Prescription versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement]

[All other Legend Vitamins and Nutritional supplements]]

[6. Other Legend Drugs

- [Acne products (Retin-A only up to 24th birthday)]
- [Compounds, one ingredient must be Legend]
- [Cough and Cold]
- [Immunosuppressants]
- [7. Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs, up to a 30-day supply]

All over-the-counter and injectable medications are excluded, unless shown above. If classifications contain both prescribed and over-the-counter or both injectable and non-injectable products, only the non-injectable, prescribed products will be covered unless shown above.

[Regular and Customary Activities – Means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while confined in a hospital or other medical institution may not be used to meet this requirement.]

[Step Therapy – The process by the Administrator by which certain Prescription Drugs can be obtained only after comparable prescription drugs are proved unsuccessful for the Insured by the Prescriber. The list of Step Therapy drugs is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.]

You or Your – The Insured [Member] [Employee].

[Waiting Period - The period of time You must wait before You are eligible for coverage. The Waiting Period, if any, is specified in the Policyholder’s Group Application and shown in the Certificate Schedule.]

We, Our, Us – Refers to either National Guardian Life Insurance Company or the Administrator.

PART III. ELIGIBILITY AND ENROLLMENT

A. ELIGIBILITY

To be eligible for coverage under the Policy, an individual must:

1. be in an Eligible Class of the Policyholder, as defined in the Certificate Schedule[; and
2. satisfy the Waiting Period, if any].

Your Eligible Dependents are also eligible for coverage, provided that Dependent coverage is provided under the Policy.

Dual Eligibility Status: If both You and Your spouse [or Domestic Partner] are in an Eligible Class of the Policyholder, [each of You may enroll individually or as a dependent of the other, but not as both. Any Eligible Dependent child may also only be enrolled by one parent. If the spouse [or Domestic Partner] carrying dependent coverage ceases to be eligible, dependent coverage automatically becomes effective under the other spouse’s [or Domestic Partner’s] coverage]. **OR** [enrollment will default to the Policyholder’s rules.]

B. ENROLLMENT

The term “Enrollment” means written or electronic application for coverage on an enrollment form furnished or approved by Us. Coverage will not become effective until the [Members] [Employees] have enrolled themselves and their Eligible Dependents, and paid the required premium, if any.

[Initial Enrollment: [Members] [Employees] should enroll themselves and their Eligible Dependents within [31 days] of [the Waiting Period] [the date they become part of an Eligible Class.] [Individuals who enroll after this time are considered Late Entrants.]

[Open Enrollment: [Members] [Employees] may enroll themselves and their Eligible Dependents during an open enrollment period. Open enrollment is a period of time specified by the Policyholder. It usually occurs once each Calendar Year but may, at the Policyholder's discretion, occur more frequently. Other changes may also be restricted to Open Enrollment periods.]

[Late Entrants: [Members] [Employees] who do not enroll themselves or their Eligible Dependents within the Initial Enrollment period, may not enroll until the next Open Enrollment period unless there is a change in family status, as described below.]

Change in Family Status: [Members] [Employees] may enroll or change their coverage if a change in family status occurs, provided written application to enroll is made within [31 days] of the event. A change in family status means any of the following events:

1. Marriage [or Domestic Partnership];
2. Divorce or legal separation;
3. Birth or adoption of a child;
4. Death of a spouse or child;
5. Other changes as permitted by the Policyholder.

[Coverage changes due to a change in family status may be limited to Open Enrollment periods.]

PART IV. INDIVIDUAL EFFECTIVE DATES

Your coverage will be effective on the later of the following dates, provided that any required premium is paid to Us:

1. the Policyholder's Effective Date, shown on the Certificate Schedule; or
2. the date You meet all the Eligibility and Enrollment requirements.

For Eligible Dependents acquired after Your effective date of coverage, by reason of marriage, [Domestic Partnership,] birth or adoption, coverage is effective [[30] days after][on] [the date such dependent was acquired.][the date specified by the Policyholder.] This is subject to our receipt of the required Enrollment and payment of the premium, if any.

[Delayed Effective Dates: If any person eligible for coverage is: (1) confined at home or in a hospital or medical institution, or (2) not engaged in his Regular and Customary Activities on the day coverage would otherwise begin, then coverage will begin the first of the month following the day he: (1) is no longer confined at home or in the hospital or medical institution; and (2) engages in his Regular and Customary Activities.]

Newborn and Adopted Coverage: Any child born to an Insured is covered from the moment of birth. Any adopted child of an Insured is covered from the earlier of:

1. the moment of adoption; or
2. the date coverage is required to start by the laws of the Insured's home state.

A newborn or adopted child is a Covered Dependent for 31 days. Coverage then stops unless You:

1. send Us a written request to continue coverage; and
2. pay the extra premium, if any.

PART V. INDIVIDUAL TERMINATION DATES

Coverage for You and all Covered Dependents stops on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the Policyholder's coverage terminates under the Policy;

3. the last day [of the month in which] You are no longer [a Member of] [an Employee in] an Eligible Class;
4. the date You die;
5. on any premium due date, if full payment for Your insurance is not made within 31 days following the premium due date.

In addition, coverage for each Covered Dependent stops on the earliest of:

1. the date He is no longer an Eligible Dependent;
2. the date We receive your request to terminate Covered Dependent coverage. [This is subject to any limitation imposed by the Policyholder as to when a change is permitted; e.g. under an Open Enrollment period.]

PART VI. INDIVIDUAL PREMIUMS

You may be required to contribute, either in whole or in part, to the cost of Your insurance. This is subject to the terms established by the Policyholder. All premiums must be paid to Us [by the Policyholder]. [The premiums are shown on the Certificate Schedule.]

[The first premium is due on the Effective Date. Premiums after the first are due on the Premium Due Date or within the grace period.]

[Grace Period: A grace period of 31 days is granted for the payment of each premium due after the first. The coverage stays in force if the premium is paid during this grace period, unless We are given written notice that the insurance is to be ended before the Grace Period. We may require payment of any pro-rata premium for the time the insurance was in effect during the Grace Period.]

Right to Change Premiums: We have the right to change the premium rates on any premium due date on or after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in a [6] month period. We will give the Policyholder written notice at least [45] days in advance of any change. All changes in rates are subject to terms outlined in the Policy.

PART VII. PRESCRIPTION DRUG BENEFIT PROVISION

The Benefit Amounts shown on the Schedule are payable for Covered Charges incurred by an Insured for the purchase of Prescription Drugs from a Participating or Non-Participating Pharmacy. Any [Deductible must be satisfied before benefits will be paid and the] Co-Pay must be paid by the Insured for each Prescription Drug or authorized refill. All Benefit Amounts are subject to the maximums listed on the Schedule.

Prescription Drugs Purchased with Drug Card

You will be given a Prescription Drug card. You are required to present the Prescription Drug card to the Participating Pharmacy and must pay any appropriate [Deductible and] Co-Pay amount shown in the Schedule, at the time each Prescription Drug is filled or refilled. When a Prescription Drug card is used at a Participating Pharmacy, benefits are assigned to the Participating Pharmacy.

Prescription Drugs Purchased Without Drug Card

If You purchase a Prescription Drug at a Non-Participating Pharmacy or purchase a Prescription Drug at a Participating Pharmacy without using Your Prescription Drug card, You must pay the full cost for the Prescription Drug at the time of purchase and complete a claim form. Reimbursement subject to any [Deductible and] Co-Pay will be made directly to You when a non-Participating Pharmacy is used or where purchase is made without the Prescription Drug card used at a Participating Pharmacy.

Prescription Drugs Purchased By Mail Order (If Elected)

You may choose to purchase Prescription Drugs by mailing Our approved reimbursement form to Our approved Mail Service Participating Pharmacy. You will be required to pay any Mail Service [Deductible and] Co-Pay amount shown in the Schedule.

PART VIII. LIMITATIONS AND EXCLUSIONS

A. LIMITATIONS

- [1.] [Prior Authorization: If an Insured needs a certain medication or dose, the Prescriber may need to contact the Administrator to request Prior Authorization for coverage. If a drug needing Prior Authorization is prescribed, the Prescriber should call the number on the Prescription Drug card to begin the authorization process.]
- [2.] [Step Therapy: Certain Prescription Drugs can be obtained only after comparable prescription drugs are proved unsuccessful for the Insured by the Prescriber. To obtain authorization of a Step Therapy drug, the Prescriber should call the number on the Prescription Drug card to begin the authorization process.]
- [3.] [If a Generic Drug is available, but a Brand Name Drug is dispensed solely upon the Insured's request in lieu of the Generic Drug, the Insured must pay the price difference between the Generic Drug and the Brand Name Drug, in addition to the Brand Name drug Co-pay amount.]
- [4.] [If a Generic Drug is available, but a Prescriber requires that a Brand Name Drug be dispensed in lieu of the Generic Drug, the Insured pays only the Brand Name Drug Co-pay amount. The Administrator may contact the Prescriber for documentation that the Brand Name Drug was required.]
- [5.] [If a Generic Drug is available, and either: (a) a Brand Name Drug is dispensed solely upon the Insured's request; or (b) the Prescriber requires that a Brand Name Drug be prescribed, in lieu of the Generic Drug, the Insured must pay the price difference between the Generic Drug and the Brand Name Drug, in addition to the Brand Name Drug Co-pay amount.]
- [6.] [Dispensing Limits and Authorized Refills
Limits – [Retail: Up to a maximum 30-day supply.]
[Mail Up to a maximum 90-day supply.]
[As stated in the Formulary]]

B. EXCLUSIONS

Prescription Drug benefits are not payable for the following items:

1. All over-the-counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications.
2. Blood glucose meters; insulin injecting devices.
- [3.] [Depo-Provera;] [levonorgestral;] [condoms,] [contraceptive sponges,] [and spermicides]; [sexual dysfunction drugs].
- [4.] Biologicals (including allergy tests); blood products, growth hormones, hemophiliac factors; MS injectibles; immunizations; all other injectibles unless shown under the definition of Prescription Drug.
- [5.] Aerochamber, Aerochamber with Mask; Peak Flow Meter; all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug.

- [6.] Liquid nutritional supplements; [pediatric Legend Drug vitamins; prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement; all other Legend Drug vitamins and nutritional supplements].
- [7.] Anorexiant; any cosmetic drugs, including, but not limited to Renova, skin pigmentation preps; Any drugs or products used for the treatment of baldness; Topical dental fluorides.
- [8.] Refills in excess of that specified by the Prescriber; or refills dispensed after one year from the original date of prescription.
- [9.] Any drug labeled “Caution – limited by Federal Law for Investigational Use” or experimental drugs.
- [10.] Any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment.
- [11.] Drugs needed due to conditions caused directly or indirectly, by an Insured taking an active part in a riot or other civil disorder; or the Insured taking part in the commission of a felony.
- [12.] Drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured while on active duty in any armed force.
- [13.] Any expenses related to the administration of any drug.
- [14.] Needles or syringes unless shown under the definition of Prescription Drug.
- [15.] Drugs or medicines taken while in or administered by a hospital or any other health care facility or office.
- [16.] Drugs covered under Workman’s Compensation, Medicare, Medicaid, or other Governmental programs.
- [17.] Drugs, medicines or products, which are not Medically Necessary.
- [18.] [Diaphragms;] [Oral Contraceptives;] [Erectile dysfunction Legend drugs, unless specifically listed in the definition of Prescription Drug;] [Infertility Legend drugs].]
- [19.] [Epi-pen, Epi-Pen Jr., Ana-Kit, Ana-Guard;] [Glucagon-auto injection;] [Imitrex-auto injection].]
- [20.] [Smoking deterrents, Legend or over-the-counter.]
- [21.] [Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs.]
- [22.] All newly marketed pharmaceuticals or currently marketed pharmaceuticals with new FDA approved indication for a period of one year from such FDA approval for its intended indication.

PART IX. CLAIM PROVISIONS

A. Notice of Claim

Written notice of claim must be given to Us within 20 days after the loss starts or as soon as reasonably possible. Notice should be sent to the following address:

[National Guardian Life Insurance Company
c/o Administrator Name and Address]

B. Claim Forms

Any necessary claim forms will be sent to the Insured within 15 days after notice of claim is received. If these forms are not sent within that time, the Insured will meet the proof of loss requirements if written proof of the nature and extent of the loss is given within the time stated in the Proof of Loss provision.

C. Proof Of Loss

If it is necessary to submit a direct claim form or send written proof of loss, it must be given to the Administrator within ninety (90) days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given

within one (1) year after it is due, unless You are legally incapable of doing so.

D. Payment Of Claims

All benefits will be payable to You, unless before such payment We receive a written assignment of benefits to a provider of covered services. Any benefits payable on or after Your death will be paid to the estate, unless previously assigned. If any benefit is payable to an estate or to a minor person not otherwise competent to give a valid release, We may pay such benefit, up to an amount not exceeding \$500, to any relative by blood or marriage, who is deemed by Us to be entitled to the benefit. Any payment made by Us in good faith under this provision will fully discharge Us to the extent of payment.

G. Time of Payment of Claims

Benefits payable under this Policy will be paid immediately, but not more than 30 days after Our receipt of written proof of loss.

H. Overpayments

If we pay a benefit and it is later shown that a lesser amount should have been paid, We will be entitled to a refund of the excess. This applies to payments made to You, to a Covered Dependent, or to the provider of the Covered Charge.

PART X. GRIEVANCE PROCEDURE

If a claim for benefits is wholly or partially denied, the Insured will be notified in writing of such denial and of his right to file a grievance and the procedure to follow. The notice of denial will state the specific reason for the denial of benefits. Within sixty (60) days of receipt of such written notice an Insured may file a grievance and make a written request for review to:

**[National Guardian Life Insurance Company
c/o Administrator Name and Address]**

We will resolve the grievance within thirty (30) calendar days, or as required by Your state's law, of receiving it. If We are unable to resolve the grievance within that period, the time period may be extended another thirty (30) calendar days if We notify in writing the person who filed the grievance. The notice will include advice as to when resolution of the grievance can be expected and the reason why additional time is needed.

The Insured or someone on his/her behalf also has the right to appear in person before Our grievance committee to present written or oral information and to question those people responsible for making the determination that resulted in the grievance. The Insured will be informed in writing of the time and place of the meeting at least seven (7) calendar days before the meeting.

For purposes of this Grievance Procedure, a grievance is a written complaint submitted in accordance with the above Grievance Procedure by or on behalf of an Insured regarding dissatisfaction with the administration of claims practices or provision of services of this panel provider plan relative to the Insured.

In situations requiring urgent care, grievances will be resolved within four (4) business days of receiving the grievance.

PART XI. GENERAL PROVISIONS

Entire Contract: The entire contract includes:

1. the Policy, including any endorsements and riders,
2. the Policyholder application;
3. the Certificates issued under the Policy and
4. the Enrollment application, if any.

Any statement made by an Insured or the Policyholder, in the absence of fraud, are considered representations and not warranties. No statement will be used to avoid the insurance, reduce benefits, or deny a claim unless the statement is in writing and a copy of that statement has been given to the Insured or beneficiary.

Amendment and Changes: No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time by Us without the consent of the Insured, but without prejudice to any loss incurred prior to the Effective Date of the amendment. No person except an officer of Our Company has authority to modify the Policy or to waive or lapse any of Our rights or requirements.

Incontestability: After the Policy has been in force for two years, it can only be contested for non-payment of premiums. No statement made by an Insured can be used in a contest after his insurance has been in force for two years during his lifetime. No statement made by an Insured can be used in a contest unless it is in writing and signed by him.

Legal Actions: No action at law or in equity may begin prior to 60 days after We receive a valid written proof of loss. No such action may begin after three (3) years from the day written proof of loss was required.

Worker's Compensation: The Policy is not a Worker's Compensation policy. It does not satisfy any requirement for coverage by Worker's Compensation insurance.

Right to Terminate: The Policyholder or We may terminate the Policy on any date on or after the Initial Term. Written notice must be provided to the other party at least sixty (60) days prior to termination.

[PART XII: REPLACEMENT OF EXISTING COVERAGE]

This provision applies when the Policy replaces coverage the Policyholder previously obtained through another plan or policy. In this provision, that other plan or policy is referred to as the Prior Plan. Coverage under this Policy will not be considered as replacement coverage unless the Policyholder's coverage under this Policy takes effect within 60 days after coverage under the Prior Plan ends.

In the absence of this provision, an Insured who was covered by the Prior Plan at the date of discontinuance might not qualify for coverage under this Policy because the person is: (1) confined at home or in a hospital or medical institution; or (2) not engaged in his Regular and Customary Activities on the day coverage would otherwise begin.

Each such person will be insured under this Policy if:

- (a) the person was insured under the Prior Plan, including coverage under the Prior Plan's extension of benefits provision, on the date the Policyholder's coverage with the prior plan ended;
- (b) the prior plan covered more than [fifteen (15)]people; and
- (c) the person is [a Member of] [an Employee in] an Eligible Class under the Policy.

The benefits payable for the persons described above will be the benefits of the Policy less any amount payable under the Prior Plan pursuant to any extension of benefits provision.]

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

GROUP APPLICATION FOR [DENTAL]/ [VISION]/ [OUTPATIENT PRESCRIPTION DRUG] INSURANCE
[TPA NAME AND ADDRESS]

Group No. _____ SIC No. _____
Legal Name of Group _____ Phone (_____) _____

Physical Address _____ Fax (_____) _____

City\State\Zip _____ **EMAIL ADDRESS** _____

Billing Address (If different) _____ Phone (_____) _____

City\State\Zip _____ Fax (_____) _____

Contact for Administration & Eligibility _____ **Contact for Billing** _____

[Employees]: _____ # Eligible _____ # of [Employees] with Dependents _____ Group Effective Date: ____ / ____ / ____

[Plan Selection: We elect to offer the following coverages to our [Employees] [Members]:

Dental Insurance] Vision Insurance] Outpatient Prescription Drug Insurance]
[Dental Plan Options:] [Vision Plan Options:] [RX Plan Options:]]

Coverage Elected and Premiums:

[Dental: \$ _____ per [month], per Certificate for [Employee] [Member] only
 \$ _____ per [month], per Certificate for [Employee] [Member] and spouse [/Domestic Partner] only
 \$ _____ per [month], per Certificate for [Employee] [Member] and one child only
 \$ _____ per [month], per Certificate for [Employee] [Member] and children only
 \$ _____ per [month], per Certificate for [Employee] [Member] , spouse [/Domestic Partner] and children]

[Vision: \$ _____ per [month], per Certificate for [Employee] [Member] only
 \$ _____ per [month], per Certificate for [Employee] [Member] and spouse [/Domestic Partner] only
 \$ _____ per [month], per Certificate for [Employee] [Member] and one child only
 \$ _____ per [month], per Certificate for [Employee] [Member] and children only
 \$ _____ per [month], per Certificate for [Employee] [Member] , spouse [/Domestic Partner] and children]

[RX Drug: \$ _____ per [month], per Certificate for [Employee] [Member] only
 \$ _____ per [month], per Certificate for [Employee] [Member] and spouse [/Domestic Partner] only
 \$ _____ per [month], per Certificate for [Employee] [Member] and one child only
 \$ _____ per [month], per Certificate for [Employee] [Member] and children only
 \$ _____ per [month], per Certificate for [Employee] [Member] , spouse [/Domestic Partner] and children]

Premium is non-contributory –100% of eligible Members must be covered]
 Premium is contributory. Percentage Paid by Policyholder _____ %]

[Total Premium Submitted with Application: \$ _____]

Eligibility data will be submitted using: Enrollment forms Email or electronic media (Policyholder must keep signed enrollment forms on file for future reference.)

Eligibility:

[Permanent, full-time employees working _____ hours per week are eligible for coverage (Standard: 30 hours).
An eligible employee must have been actively at work on a full-time basis for _____ months in order to be eligible for coverage.
An eligible dependent must be [less than ____ yrs. Old] [or less than ____ yrs. Old if a full-time student.]] [(same as employer health plan)] [All Dues Paying Members of ABC Association] [Union]

[Participation: Depending on group size and coverage elected, specific participation requirements may apply. Participation must be met before the insurance can be effective and must be maintained continuously while insurance is in force to prevent cancellation of coverage.]

I understand and agree that audits may be made by National Guardian Life Insurance Company now and in the future to verify the number and names of [full-time employees] [members] of this group. I will furnish with the application, and upon any future request, [a current census and] any information requested for the purpose of issuing and administering benefits.

[Monthly Administration Fee: I understand there is a **[\$15.00]** monthly administrative billing charge.]

Please send Membership Materials and Enrollment Materials to (CHECK ONE):

Group, Attn: _____ Phone: (_____) _____
 Broker or Agent

[Under ERISA (Employee Retirement Income Security Act of 1974), it is required that there be a named fiduciary for each employee benefit plan. It is understood that the undersigned Employer is the named fiduciary for each employee benefit plan.] [I understand and agree if, on the effective date, an employee is not in permanent full-time active work or unable to perform usual and customary duties, coverage will not be effective until the employee returns to an active eligible status]. I hereby certify that the information provided herein is true and complete to the best of my knowledge and that I have read and understand this form.

The information contained herein describes the essential provisions of the elected coverage(s) discussed between the above client and an authorized National Guardian Life Insurance Co. representative. By signing this form, both parties agree that these are the essential provisions the client is purchasing. The details of this form may be changed by either party with mutual agreement.

I acknowledge that I have read the applicable Fraud Warning statement printed on this form.

Signed by Policyholder:

_____/_____/_____
Name Title Date

Agent's Signature _____ Agent's Name (Printed) _____

NGL Agent # _____ Agent State License # _____

NDVRX GRP APP 4/08

Date

Fraud Warning:

[Any person who knowingly and with intent to defraud an insurer submits a written application or claim containing any materially false or misleading information is guilty [(in Georgia, Kansas, Nebraska, Texas and Oregon may be guilty)] of insurance fraud.]

[In Arkansas and Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

In Arizona: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

In California: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

In District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

In Kansas: Any person who knowingly and with intent to defraud an insurer submits a written application or claim containing any materially false or misleading information may be guilty of committing a fraudulent insurance act.

In Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

In Massachusetts: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In New Hampshire: Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud.

In New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

In Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In Pennsylvania: Any person who knowingly and 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 is a crime and subjects such person to criminal and civil penalties.

In Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage.

In Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

In Washington: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.]

Fraud Warning:

[Any person who knowingly and with intent to defraud an insurer submits a written application or claim containing any materially false or misleading information is guilty [(in Georgia, Kansas, Nebraska, Texas and Oregon may be guilty)] of insurance fraud.]

[In Arkansas and Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

In Arizona: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

In California: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

In District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

In Kansas: Any person who knowingly and with intent to defraud an insurer submits a written application or claim containing any materially false or misleading information may be guilty of committing a fraudulent insurance act.

In Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

In Massachusetts: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In New Hampshire: Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud.

In New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

In Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In Pennsylvania: Any person who knowingly and 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 is a crime and subjects such person to criminal and civil penalties.

In Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage.

In Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

In Washington: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.]



National Guardian Life Insurance Company

Two East Gilman Street, PO Box 1191, Madison, WI 53701

ENDORSEMENT

The Policy and Certificate to which this endorsement is attached are amended as follows:

1. Under Individual Effective Dates, the provisions entitled Newborn Coverage and Adopted Children are hereby deleted and the following provisions are added:

Newborn Children: Newborn children are automatically covered under the terms of the policy from the moment of birth. Coverage for newborn will be in effect until the 91st day following the date of such event. If You desire uninterrupted coverage for a newborn child, You must notify Us within 91 days of the child's birth.

Adopted Children: Coverage for adopted children will begin on the date of the filing of Your petition for adoption if You apply for such coverage within sixty (60) days after the filing of the petition. However, coverage will begin from the moment of birth of the adopted child if Your application for coverage is filed within sixty (60) days after the birth of the minor.

2. The provision entitled Time of Payment of Claim is hereby deleted and the following provision is added:

Time of Payment of Claims: Indemnities payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. If We are unable to immediately pay due to deficiencies in Your claim, We will notify You within thirty (30) days if Your claim was filed electronically or within forty-five (45) days if Your claim was filed on paper of those deficiencies and how they can be remedied. Our failure to notify You of any deficiencies within the stated time frames will establish the submitted claim as a clean claim. We will pay or deny a clean claim: (1) if filed electronically, within thirty (30) days after the date We receive the claim; or (2) if the claim is filed on paper, within forty-five (45) days after the date We receive the claim.

Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of our liability will be paid immediately upon receipt of due written proof.

The endorsement is effective on the later of the policy effective date or the certificate effective date to which it is attached.

There are no other changes to the policy or certificate.

In witness whereof We have caused this Endorsement to be signed by Our President and Secretary.

Sherri Kliczak, Secretary

John Larson, President

SERFF Tracking Number: *NGLI-125659536* *State:* *Arkansas*
Filing Company: *National Guardian Life* *State Tracking Number:* *39060*
Company Tracking Number: *NRXGRP 4/08*
TOI: *H17G Group Health - Prescription Drug* *Sub-TOI:* *H17G.000 Health - Prescription Drug*
Product Name: *Outpatient Prescription Drug*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NGLI-125659536

State: Arkansas

Filing Company: National Guardian Life

State Tracking Number: 39060

Company Tracking Number: NRXGRP 4/08

TOI: H17G Group Health - Prescription Drug

Sub-TOI: H17G.000 Health - Prescription Drug

Product Name: Outpatient Prescription Drug

Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Certification/Notice

Review Status:

Approved-Closed

06/03/2008

Comments:

Attachments:

AR - Required Certification 2 - Title 19.pdf

AR - Required Certification - DV.pdf

CERTIFICATION OF READABILITY.pdf

Satisfied -Name: Application

Review Status:

Approved-Closed

06/03/2008

Comments:

The application is attached to the Form Schedule tab.

Satisfied -Name: Statement of Variability

Review Status:

Approved-Closed

06/03/2008

Comments:

Attachment:

Statement of Variables.pdf

Satisfied -Name: Cover Letter

Review Status:

Approved-Closed

06/03/2008

Comments:

Attachment:

AR 5-20-08.pdf



**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

I, **Mark Neidinger**, an officer of *National Guardian Life Insurance Company*, hereby certify that, to the best of my information, knowledge and belief the attached filing is in compliance with Rule and Regulation 19 regarding Unfair Sex Discrimination in the Sale of Insurance.

A handwritten signature in black ink, appearing to read "Mark Neidinger".

May 20, 2008

Signature

Date

Mark Neidinger

Associate General Counsel – Company Officer

Individual responsible for this filing:

Name: Peggy Kratz

Phone #: (608) 443-5325

Title: Senior Policy Forms Specialist

Email: plkratz@nglic.com



**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

I, **Mark Neidinger**, an officer of *National Guardian Life Insurance Company*, hereby certify the following:

- Our company is in compliance with Arkansas Code Ann. 23-79-138. The required notice providing information on the Arkansas Department of Insurance is automatically included with each policy issued in the state of Arkansas.
- Similarly, the required Life and Health Guaranty Association Notice is automatically included with each policy issued in Arkansas, in compliance with Regulation 49.

May 20, 2008

Signature

Date

Mark Neidinger

Associate General Counsel – Company Officer

Individual responsible for this filing:

Name: Peggy Kratz

Phone #: (608) 443-5325

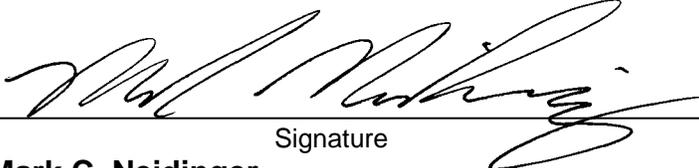
Title: Senior Form Filing Specialist

Email: plkratz@nglic.com

CERTIFICATION OF READABILITY

I, Mark C. Neidinger, an officer of National Guardian Life Insurance Company, certify that the Flesch scores for the submitted forms are listed below:

Forms	Flesch Scores
NRXGRP 4/08	41.5
NRXGRPCT 4/08	43.8
NDVRX GRPAPP 4/08	40.4
NDVRX ENROLL 4/08	50.1



Signature

May 20, 2008

Date

Mark C. Neidinger
Associate General Counsel and Company Officer

**National Guardian Life Insurance Company
Statement of Variables
Outpatient Prescription Drug Policy**

CONSTANT VARIABLES APPLICABLE TO ALL FORMS:

1. A word, statement, provision or paragraph contained in [brackets] may be deleted entirely. (For example, statements applicable to employer groups may be deleted if the policy is issued to a non-employer group.)
2. The term "Member" may be replaced by "Employee"
3. Any sections or provisions following a deletion will be re-numbered or re-lettered if needed.
4. The Administrator's name and address may be changed.
5. Company officer names and signatures may change.

GROUP POLICY: NRXGRP 4/08

Page1:

1. The information on the Schedule will be completed with information specific to the group issued, i.e., Name of Policyholder, Policy Number, Effective Date, etc.
2. Jurisdiction will be the state in which the Group Policy is issued.
3. The initial term will be a minimum of 12 months.

Page 3, PART I: Premiums:

1. Under A. Premium Schedule, the premiums will be shown either in this section of the Group Policy OR in the Group Application. If shown in the Group Application, the statement "Refer to the attached Group Application for premium rate information." will be printed.

Page 4, PART II: PROVISIONS SPECIFIC TO EMPLOYER GROUPS

1. Part II may be deleted in its entirety if the policy is not issued to an employer group.
2. The Definition of "Retiree" may be deleted entirely if the plan is not made available to Retirees.
3. Within the Definition of Retiree, the age range may change to that offered by the Policyholder.
4. The provision "Continuing Insurance on Active Employees Absent From Work" may be deleted in its entirety.
5. The Maximum Continuation Periods are bracketed to allow changes based on a specific employer's rules with regard to insurance on active employees absent from work.

Page 4, PART III: WHEN INSURANCE UNDER THIS POLICY ENDS

1. Based on a specific Policyholder's rule, we may delete each statement in [brackets]. In addition, we may revise the number of members of the group or the percentage of participation requirements.
2. Provides for renewability on either a [month-to-month] basis or [12 month] basis, as agreed to between the company and the policyholder.

GROUP CERTIFICATE: NRXGRPCT 4/08

Page 2, TABLE OF CONTENTS:

1. Part XII: Replacement of Existing Coverage will be deleted entirely if the provision is not included in the Certificate.

PART I. CERTIFICATE SCHEDULE

1. All John Doe information in the Schedule will vary, based on the plan selections made by the group, and the type of group the policy is issued to.
2. The Co-Pay Section will be replaced with the following, if the Co-pay is set by a Tier Level

Co-Pay: Retail

Tier 1 [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]
Tier 2 [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]
Tier 3[Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]

	[0%-100%] [\$0 - \$100]]
[Tier 4] [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]
[Tier 5][Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]
[Tier 6][Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]

Co-Pay: Mail

Tier 1 [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 75%] [0%-75%] [\$0 - \$100]]
Tier 2 [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$200] and [0% - 100%] [0%-100%] [\$0 - \$200]]
Tier 3 [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$200] and [0% - 100%] [0%-100%] [\$0 - \$300]]
[Tier 4] [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]
[Tier 5] [Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]
[Tier 6][Brand][Generic][Specialty][Formulary][Non Formulary]	[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%] [0%-100%] [\$0 - \$100]]

PART II. DEFINITIONS

1. Covered Charge – We may delete item 6, if we offer a plan that does not require Prior Authorization of any drug
2. Deductible – The definition may be deleted entirely, if the policy issued does not contain a deductible.
3. Domestic Partner – The definition may be deleted entirely if domestic partner coverage is not offered.
4. Eligible Class – The first sentence will be modified, as the eligible class may be defined in either the Certificate Schedule, the Application for the Group Policy, or both. The last statement may be deleted if the policy does not impose a Waiting Period.
5. Eligible Dependent – The reference to Domestic Partner may be deleted. The dependent child ages are bracketed to allow us to change the age based on a states specific requirements. If a state does not have specific required ages, we may change these ages in accordance with the group policyholder's requirements. All possible age combinations are shown within the brackets.
6. Insured [Member][Employee] – Item 2 may be deleted if the policy does not impose a Waiting Period.
7. Policyholder – The word "employer" will be deleted if the policy is issued to a non-employer group.
8. Prior-Authorization – The definition may be deleted entirely if no Prior Authorization is required
9. Prescription Drug – Any item listed in 1 through 7 may be deleted entirely
10. Regular and Customary Activities – This definition may be deleted entirely if the policy is issued to a non-employer group.
11. Step Therapy – This definition may be deleted if not applicable to the coverage offered.
12. Waiting Period – This definition may be deleted entirely if the policy does not impose a Waiting Period.

PART III. ELIGIBILITY AND ENROLLMENT

1. Under A. Eligibility, item 2 will be deleted if there is no Waiting Period for coverage
2. Under A, Dual Eligibility, terms relating to Domestic Partner may be deleted. There are 2 possible wording scenarios as indicated by brackets: "If both You and Your spouse are in an Eligible Class of the Policyholder, [each may enroll....coverage] **OR** [enrollment will default to the Policyholder's rules.].
3. Under B. Enrollment, the "Initial Enrollment" provision may be revised as follows:
 - a. The entire provision may be deleted entirely if there is no specific initial enrollment period.
 - b. 31 days may be changed based on the Policyholder's rules.
 - c. In the 1st sentence, either the phrase "the Waiting Period" **or** "the date they become part of an Eligible Class" will be used
 - d. The last sentence in the "Initial Enrollment" paragraph will be deleted if the policyholder does not impose penalties for Late Entrants.
4. Under B. Enrollment, the "Open Enrollment" provision may be deleted entirely if there is no open enrollment period.
5. Under B. Enrollment, the "Late Entrants" provision may be deleted entirely
6. In the "Change in Family Status" provision:
 - a. 31 days may be changed based on the Policyholder's rules.
 - b. The last sentence, "Coverage changes due to a change..." may be deleted entirely.

PART IV. INDIVIDUAL EFFECTIVE DATES

1. For Eligible Dependents acquired after the Effective, the possible wording scenarios are:
 - a. "coverage is effective [30] days after the date such dependent was acquired"
 - b. "coverage is effective [30] days after the date specified by the Policyholder"
 - c. "coverage is effective on the date such dependent was acquired" or
 - d. "coverage is effective on the date specified by the Policyholder."
2. Delayed Effective Dates – This entire provision may be deleted entirely if it is not applicable to the group issued.

PART V. INDIVIDUAL TERMINATION DATES

1. In item 3, the words [of the month in which] may be deleted.
2. In the second paragraph, the last sentence, [This is subject to any limitation imposed by the Policyholder as to when a change is permitted; e.g. under an Open Enrollment period.] will be deleted entirely if Policyholder does not restrict when a change may be made.

PART VI. INDIVIDUAL PREMIUMS

1. In the first paragraph [by the Policyholder] will be deleted if premiums are paid by the individual certificate holders and not remitted through the Policyholder.
2. [The premiums are shown on the Certificate Schedule.] will be deleted when premiums are shown in an alternate location, e.g., the group application.
3. The second paragraph, [The first premium is due on the Effective Date...] will be deleted if the premiums are remitted through the Policyholder, and not by the individual certificate holders.
4. The entire Grace Period provision will be deleted if the premiums are remitted through the Policyholder, and not by the individual certificate holders.
5. In the Right to Change Premiums provision, [6] month period may be changed to a longer period of time, e.g. [12 or 24]. A lesser number will not be used. [45 days] may be changed to a longer period of time, e.g., 60 days. A lesser number will not be used.

PART VII. PRESCRIPTION DRUG BENEFIT PROVISION

1. All statements referencing the Deductible will be deleted, if the policy does not have a deductible.

PART VIII. LIMITATIONS AND EXCLUSIONS

A. LIMITATIONS

1. The Prior Authorization limitation will be deleted entirely if the policy does not cover any drugs requiring prior authorization.
2. The Step Therapy limitation will be deleted entirely if the requirement is not applicable to the coverage issued.
3. Generic Drug Limitations will be shown as follows: Limitation # 3 and 4 may be replaced by Limitation #5. All three Limitations will never be shown in the same policy.
4. The Dispensing Limits and Authorized Refills limitation may be deleted entirely. Any of the lines under the Dispensing Limits and Authorized Refills may be deleted. The number of days within the Retail and Mail order limit may be revised.

B. EXCLUSIONS

1. Any of the exclusions identified by [brackets] may be deleted entirely.

PART XII. REPLACEMENT OF EXISTING COVERAGE

1. All of Part XII: Replacement of Existing Coverage, may be deleted in its entirety, if the policy being issued is not a "takeover benefit."

GROUP APPLICATION: NDVRX GRPAPP 4/08

1. This application includes information for Dental, Vision and Prescription Drug plans. Statements and words relating to each of these will be deleted if the form is not going to be used for that particular plan. For example, the group application may be used for dental insurance only, vision insurance only, prescription drug insurance only or any combination of these three.
2. The Plan Selection may be revised depending on the plan and benefit levels being offered.
3. The premium amounts may be deleted from the group application entirely.
4. [Total premium submitted with Application] will be deleted entirely if the first premium is not required with the application.
5. The Eligibility section will be revised to accommodate the type of group that the group policy is issued to.
6. The paragraph regarding Participation may be deleted if not applicable.
7. The sentence regarding the Monthly Administration Fee may be deleted entirely. In addition the amount of the fee may be changed.
8. The paragraph regarding fiduciary requirements by ERISA will be deleted entirely if the policy is issued to a group not subject to ERISA requirements.
9. The sentence regarding employees who are not in full-time work on the effective date will be deleted entirely if the policy is issued to a non-employer group.
10. The fraud warning statements will be deleted for any state in which the plan is not being marketed.

GROUP ENROLLMENT FORM: NDVRX ENROLL 4/08

1. This enrollment form includes information for Dental, Vision and Prescription Drug plans. Statements and words relating to each of these will be deleted if the form is not going to be used for that particular plan. For example, the enrollment form may be used for dental insurance only, vision insurance only, prescription drug insurance only or any combination of these three.
2. Wherever the term "employee" appears, it may be replaced by "member" if the plan is issued to a non-employer group.
3. Date of Hire will be deleted if issued to a non-employer group.
4. The Declination of coverage statement will be deleted if not required or applicable to the group issued.



NGL Insurance Group

May 20, 2008

Arkansas Department of Insurance – via SERFF

**Re: National Guardian Life Insurance Company
NAIC # 66583 FEIN# 39-0493780**

Group Outpatient Prescription Drug Policy
NRXGRP 4/08 – Group Policy
NRXGRPCT 4/08 – Certificate
NDVRX GRPAPP 4/08 - Group Application
NDVRX ENROLL 4/08 – Group Enrollment Form
NRXGRP-END-AR 4/08 - Amendment
Statement of Variables

Dear Sir or Madam:

The above group outpatient prescription drug forms are submitted for your review and approval. These are new forms, and are not intended to replace any previously approved forms.

These forms are designed to provide outpatient prescription drugs insurance benefits to the employees/members of eligible employer, union or association groups and their dependents. We request approval of these forms for use with groups located in your state. In addition, we may issue the certificate to residents of your state on an out-of-state basis, i.e. when the group policy is issued in another state.

The language in the forms has been developed to accommodate both employer and non-employer (i.e., association and union) groups.

Premiums may be paid by the member or policyholder, or a combination of the two.

The policy and certificate provide 100% of covered outpatient prescription drug charges incurred by an insured, subject to any deductible and/or copayment. The benefit is subject to plan maximums.

Benefit amounts are the same regardless of whether a network or non-network pharmacy is used. The only difference between the use of a network or non-network pharmacy is the manner in which claims are submitted. If a non-network pharmacy is used, a paper claim must be submitted to the company for reimbursement.

Bracketed material is intended to be variable, and a Statement of Variability is attached to the filing.

Please do not hesitate to contact me if you need any additional information or clarification.

Sincerely,
Peggy Kratz , Senior Policy Forms Specialist
National Guardian Life Insurance Company
(800) 626-7931, extension 5325
plkratz@nglic.com

SERFF Tracking Number: NGLI-125659536 State: Arkansas
 Filing Company: National Guardian Life State Tracking Number: 39060
 Company Tracking Number: NRXGRP 4/08
 TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
 Product Name: Outpatient Prescription Drug
 Project Name/Number: /

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Group Certificate Providing Outpatient Prescription Drug Benefits	05/20/2008	NRXGRPCT 4-08 Final.pdf



NATIONAL GUARDIAN LIFE INSURANCE COMPANY
2 East Gilman Street Madison, Wisconsin 53701

**GROUP CERTIFICATE PROVIDING
OUTPATIENT PRESCRIPTION DRUG BENEFITS**

Underwritten by: National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, WI 53701-1191

Administrator: [Name]
[Address]

This Certificate explains the insurance coverage under the Group Policy (the Policy) issued to the Policyholder. This Certificate replaces any previous Certificates of Insurance issued under the Policy to You.

The Policyholder and the Group Policy Number are shown in the Certificate Schedule page.

This Certificate provides a description of Your Prescription Drug benefits. All benefits are governed by the terms and conditions of the Policy. You may examine the Policy during regular business hours by contacting the Policyholder.

This Certificate is renewable at the option of the Company. Please read the termination provisions of this Certificate.

Sherri Kliczak, Secretary

John Larson, President

**THIS IS A LEGAL CONTRACT
PLEASE READ YOUR CERTIFICATE CAREFULLY**

THIS IS NOT A MEDICARE SUPPLEMENT POLICY

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PART I. CERTIFICATE SCHEDULE

**[Insured: [John Doe and his Eligible Dependents]
[All [Members of] [Employees in] the Eligible Class]
[All Eligible Dependents, if elected]**

[Certificate Number: [RX123456]]

Policyholder: [ABC Employer / Association/ MET]

Group Policy Number: [GP12345]

Policyholder Address: [State]

Effective Date: [June 1, 2008]

[Premium Due Date: 1st of Every Month]

Anniversary Date: [June 1, 2009]

**[Premium Mode: [Monthly] [Quarterly]
[Semi-Annual][Annual]]**

[Premium Amount: \$XX.XX]

Initial Term: [12 Months]

**[Eligible Classes: [All Members of ABC [Association]
[Union]]**

**[Class 1: All Full Time Employees Working At Least 30
Hours Per Week After Completing 60 Days Of Service**

**Class 2: Part-time Employees who work at least 17.5 hours
per week, but less than 30 hours per week.**

Class 3: Retirees ages 55-65]]

[Waiting Period:

**[As selected by the Policyholder] [0 days for Generic Drug]
[90 days for Brand Name Drug]]**

Open Enrollment Period:

[As selected by the Policyholder]

Benefit Amount:

**[100% of Covered Charges, after any [Deductible] [and] Co-
pay, subject to any maximums.]**

Benefit Period:

[Calendar Year]

**[Maximum Payable Per Benefit Period
Per Insured**

[\$0 - \$1,000,000]

**[Deductible Per Benefit Period
Per Insured**

[\$0 - \$10,000]

Co-Pay:

[Generic

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]**

[Brand Name (Formulary)

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]**

[Brand Name (Non-Formulary)

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]**

[Mail Service Generic

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 75%]
[0%-75%] [\$0 - \$100]]**

[Mail Service Brand Name (Formulary)

**[The [greater] [lesser] of [\$0 - \$200] and [0% - 100%]
[0%-100%] [\$0 - \$200]]**

[Mail Service Brand Name (Non-Formulary)

**[The [greater] [lesser] of [\$0 - \$200] and [0% - 100%]
[0%-100%] [\$0 - \$300]]**

PART II. DEFINITIONS

Administrator - The entity which provides complete service and facilities for the writing and servicing of the Policy as agreed to in a contract with Us.

Benefit Period - The period of time when benefits are payable. Unless stated otherwise on the Schedule, a Benefit Period is a Calendar Year.

Brand Name Drug – A drug that is: (1) approved by the Food and Drug Administration; and (2) protected by the trademark registration of the pharmaceutical company that produces such drug.

Calendar Year Plan – A one year period that begins on January 1st at 12:01 a.m. Standard Time and ends on January 1st at 12:01 a.m. Standard Time of the following year at the Policyholder's address.

Covered Charge - The necessary and reasonable expenses incurred by an Insured for a Medically Necessary outpatient Prescription Drug that:

1. requires a written prescription by a Prescriber;
2. is dispensed in the Insured's name by a licensed pharmacist;
3. is approved for treatment of the Insured's illness or injury;
4. is not specifically excluded under the Certificate;
5. You or the Insured is legally obligated to pay;
6. [has received Prior Authorization, if required;]
- [7.] is not taken while in or administered by a hospital or any other health care facility or office.

Co-Pay – The minimum portion of each Prescription Drug charge an Insured must pay.

Covered Dependent – Means an Eligible Dependent who is insured under this Certificate.

[Deductible – The dollar amount of Covered Charges that must be paid by an Insured before benefits will be paid. The Deductible amount is shown in the Certificate Schedule. Deductibles are applied for each Benefit Period. Charges excluded under the Certificate will not be used to satisfy the Deductible.]

[Domestic Partner - means two people in a relationship that satisfy the following. Each person:

1. is unmarried, at least eighteen (18) years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
2. is the sole Domestic Partner of the other partner and not have had another domestic partner in the last 12 months;
3. is not related to the other partner by adoption or blood;
4. share the same permanent address for at least 12 consecutive months and intend to so indefinitely;
5. share joint financial responsibility for basic living expenses and welfare of the other partner;
6. meets (or agrees to meet) the requirements of any applicable federal, state or local laws or ordinances for Domestic Partnerships; and
7. demonstrates financial interdependence by submission of proof of four (4) of the following:
 - a. a Domestic Partnership agreement;
 - b. a joint mortgage or lease;
 - c. an execution of wills naming each other as executor and/or beneficiary;
 - d. a durable property and health care powers of attorney;
 - e. a joint title to an automobile, or joint bank account or credit account; or
 - f. evidence of other joint financial responsibility to establish economic interdependency under the circumstances of the particular case.]

Eligible Class – Means the group of people who are eligible for coverage under the Group Policy. The [Members of] [Employees in] the Eligible Class(es) are shown in the [Certificate Schedule] [and the] [Application for the Group Policy]. [Each [Member of] [Employee in] the Eligible Class will qualify for insurance on the date He completes the required Waiting Period, if any.]

Eligible Dependent - Means a person listed below:

1. Your spouse [or lawful Domestic Partner];
2. Your unmarried dependent child under age [19] [21] [22], who is your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian and who is primarily dependent on You for support and maintenance.
3. Your unmarried child age [19] [21] [22] or older but less than age [23] [24] [25] [26] who is:
 - a. Not regularly employed on a full-time basis;
 - b. Primarily dependent upon You for support and maintenance; and
 - c. Enrolled as a full-time student in an accredited educational institution or licensed trade school.
4. Your unmarried child who has reached age [19] [21] [22] and who is:
 - a. primarily dependent upon You for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when You enroll a new disabled child under the plan.

Formulary – A list of prescription medications that are covered under the Certificate. The Formulary categorizes prescription medications into categories of: preferred Brand, non-preferred Brand and preferred Generic. The Formulary is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.

Generic Drug - Therapeutically equivalent drugs as determined by the Food and Drug Administration, which are identical to the Brand Name drugs in strength or concentration, dosage form, intended use and how it is taken.

He, Him and His – Refers to the male or female gender.

Initial Term - The period following [the group's initial] [Your] effective date and shown in the Certificate Schedule. Rates are guaranteed not to change during this period.

Insured – Means You (the Insured [Member] [Employee]) and each Covered Dependent.

Insured [Member] [Employee]– Means a person:

1. who is in an Eligible Class of the Policyholder; and
- [2.] [who has qualified for insurance by completing the Waiting Period, if any; and]
- [3.] for whom insurance under the Policy has become effective.

Legend, Legend Drug, or Legend Vitamin – Any medical substance whose label is required to bear the legend “Caution: Federal Law Prohibits Dispensing Without A Prescription” or a state restricted drug that may not require a prescription under Federal Law, but does require one under state law.

Medically Necessary – The Prescription Drug is necessary and appropriate for the diagnosis or treatment of a condition based on generally accepted current medical practice. A Prescription Drug is NOT considered Medically Necessary if it: (1) is provided only as a convenience to the Insured or provider; (2) is not appropriate treatment for the Insured's diagnosis or symptoms; (3) exceeds (in scope, duration or intensity) that level of care needed to provide safe, adequate and appropriate diagnosis or treatment; or (4)

is part of a plan of treatment that is experimental, unproven or related to a research protocol. Because any particular Prescriber may prescribe, order, recommend, or approve a Prescription Drug does not, of itself, make the service or supply Medically Necessary.

[Member] [Employee] – Means a person who belongs to an Eligible Class of the Policyholder.

Non-Participating Pharmacy – A pharmacy that does not participate in a program used by Us to provide Prescription Drugs in accordance with the provisions of the Policy.

Outpatient – Not taken in or not administered by a hospital or any other health care facility or office.

Participating Pharmacy – A pharmacy that has agreed to participate in a program used by Us to provide Prescription Drugs in accordance with the provisions of the Policy.

Policyholder – The group [employer] who has entered into a contract with Us to provide coverage under the Policy.

[Prior-Authorization – Authorization by the Administrator to include certain Prescription Drugs as a Covered Charge. The list of drugs that require Prior-Authorization is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.]

Prescriber – A duly licensed physician, dentist, optometrist, certified midwife, nurse practitioner/clinical nurse specialist, physician assistant or other health care practitioner who is authorized by law to write prescriptions or medication orders intended for the treatment or prevention of disease. The Prescriber cannot be a member of the Insured's Immediate Family. Immediate Family means any person related by blood or marriage to the Insured. It also means any person residing with the Insured.

Prescription Drug – All Outpatient Medically Necessary Legend Drugs that are: (1) non-injectable medications shown on the Formulary, unless otherwise specifically excluded; or (2) any of the following:

[1. Diabetic Products

[Over-the-counter Diabetic supplies – alcohol swabs, lancets, lancets devices, test strips and tablets (urine, blood glucose, ketone).]

[Insulin and insulin syringes]]

[2. Family Planning

[Diaphragms (one per Insured per Benefit Period)]

[Oral contraceptives]

[Erectile dysfunction Legend Drugs],

[Viagra, limited to four (4) tablets per Insured, per month.]

[Infertility Legend Drugs]

[Condoms, spermicides and sexual dysfunction drugs.]]

[3. Self-administered Injectables

[Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard]

[Glucagon-auto injection]

[Imitrex-auto injection (18-25 mg., 9-50 mg., 2 kit/mo.)]]

[4. Smoking Deterrents

[Legend smoking deterrents.]]

[5. Nutritional Products

[Pediatric Legend Vitamins]

[Prenatal Legend Vitamins]

[Prescription versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement]

[All other Legend Vitamins and Nutritional supplements]]

[6. Other Legend Drugs

- [Acne products (Retin-A only up to 24th birthday)]
- [Compounds, one ingredient must be Legend]
- [Cough and Cold]
- [Immunosuppressants]
- [7. Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs, up to a 30-day supply]

All over-the-counter and injectable medications are excluded, unless shown above. If classifications contain both prescribed and over-the-counter or both injectable and non-injectable products, only the non-injectable, prescribed products will be covered unless shown above.

[Regular and Customary Activities – Means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while confined in a hospital or other medical institution may not be used to meet this requirement.]

[Step Therapy – The process by the Administrator by which certain Prescription Drugs can be obtained only after comparable prescription drugs are proved unsuccessful for the Insured by the Prescriber. The list of Step Therapy drugs is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.]

You or Your – The Insured [Member] [Employee].

[Waiting Period - The period of time You must wait before You are eligible for coverage. The Waiting Period, if any, is specified in the Policyholder’s Group Application and shown in the Certificate Schedule.]

We, Our, Us – Refers to either National Guardian Life Insurance Company or the Administrator.

PART III. ELIGIBILITY AND ENROLLMENT

A. ELIGIBILITY

To be eligible for coverage under the Policy, an individual must:

1. be in an Eligible Class of the Policyholder, as defined in the Certificate Schedule[; and
2. satisfy the Waiting Period, if any].

Your Eligible Dependents are also eligible for coverage, provided that Dependent coverage is provided under the Policy.

Dual Eligibility Status: If both You and Your spouse [or Domestic Partner] are in an Eligible Class of the Policyholder, [each of You may enroll individually or as a dependent of the other, but not as both. Any Eligible Dependent child may also only be enrolled by one parent. If the spouse [or Domestic Partner] carrying dependent coverage ceases to be eligible, dependent coverage automatically becomes effective under the other spouse’s [or Domestic Partner’s] coverage]. **OR** [enrollment will default to the Policyholder’s rules.]

B. ENROLLMENT

The term “Enrollment” means written or electronic application for coverage on an enrollment form furnished or approved by Us. Coverage will not become effective until the [Members] [Employees] have enrolled themselves and their Eligible Dependents, and paid the required premium, if any.

[Initial Enrollment: [Members] [Employees] should enroll themselves and their Eligible Dependents within [31 days] of [the Waiting Period] [the date they become part of an Eligible Class.] [Individuals who enroll after this time are considered Late Entrants.]

[Open Enrollment: [Members] [Employees] may enroll themselves and their Eligible Dependents during an open enrollment period. Open enrollment is a period of time specified by the Policyholder. It usually occurs once each Calendar Year but may, at the Policyholder's discretion, occur more frequently. Other changes may also be restricted to Open Enrollment periods.]

[Late Entrants: [Members] [Employees] who do not enroll themselves or their Eligible Dependents within the Initial Enrollment period, may not enroll until the next Open Enrollment period unless there is a change in family status, as described below.]

Change in Family Status: [Members] [Employees] may enroll or change their coverage if a change in family status occurs, provided written application to enroll is made within [31 days] of the event. A change in family status means any of the following events:

1. Marriage [or Domestic Partnership];
2. Divorce or legal separation;
3. Birth or adoption of a child;
4. Death of a spouse or child;
5. Other changes as permitted by the Policyholder.

[Coverage changes due to a change in family status may be limited to Open Enrollment periods.]

PART IV. INDIVIDUAL EFFECTIVE DATES

Your coverage will be effective on the later of the following dates, provided that any required premium is paid to Us:

1. the Policyholder's Effective Date, shown on the Certificate Schedule; or
2. the date You meet all the Eligibility and Enrollment requirements.

For Eligible Dependents acquired after Your effective date of coverage, by reason of marriage, [Domestic Partnership,] birth or adoption, coverage is effective [[30] days after][on] [the date such dependent was acquired.][the date specified by the Policyholder.] This is subject to our receipt of the required Enrollment and payment of the premium, if any.

[Delayed Effective Dates: If any person eligible for coverage is: (1) confined at home or in a hospital or medical institution, or (2) not engaged in his Regular and Customary Activities on the day coverage would otherwise begin, then coverage will begin the first of the month following the day he: (1) is no longer confined at home or in the hospital or medical institution; and (2) engages in his Regular and Customary Activities.]

Newborn and Adopted Coverage: Any child born to an Insured is covered from the moment of birth. Any adopted child of an Insured is covered from the earlier of:

1. the moment of adoption; or
2. the date coverage is required to start by the laws of the Insured's home state.

A newborn or adopted child is a Covered Dependent for 31 days. Coverage then stops unless You:

1. send Us a written request to continue coverage; and
2. pay the extra premium, if any.

PART V. INDIVIDUAL TERMINATION DATES

Coverage for You and all Covered Dependents stops on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the Policyholder's coverage terminates under the Policy;

3. the last day [of the month in which] You are no longer [a Member of] [an Employee in] an Eligible Class;
4. the date You die;
5. on any premium due date, if full payment for Your insurance is not made within 31 days following the premium due date.

In addition, coverage for each Covered Dependent stops on the earliest of:

1. the date He is no longer an Eligible Dependent;
2. the date We receive your request to terminate Covered Dependent coverage. [This is subject to any limitation imposed by the Policyholder as to when a change is permitted; e.g. under an Open Enrollment period.]

PART VI. INDIVIDUAL PREMIUMS

You may be required to contribute, either in whole or in part, to the cost of Your insurance. This is subject to the terms established by the Policyholder. All premiums must be paid to Us [by the Policyholder]. [The premiums are shown on the Certificate Schedule.]

[The first premium is due on the Effective Date. Premiums after the first are due on the Premium Due Date or within the grace period.]

[Grace Period: A grace period of 31 days is granted for the payment of each premium due after the first. The coverage stays in force if the premium is paid during this grace period, unless We are given written notice that the insurance is to be ended before the Grace Period. We may require payment of any pro-rata premium for the time the insurance was in effect during the Grace Period.]

Right to Change Premiums: We have the right to change the premium rates on any premium due date on or after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in a [6] month period. We will give the Policyholder written notice at least [45] days in advance of any change. All changes in rates are subject to terms outlined in the Policy.

PART VII. PRESCRIPTION DRUG BENEFIT PROVISION

The Benefit Amounts shown on the Schedule are payable for Covered Charges incurred by an Insured for the purchase of Prescription Drugs from a Participating or Non-Participating Pharmacy. Any [Deductible must be satisfied before benefits will be paid and the] Co-Pay must be paid by the Insured for each Prescription Drug or authorized refill. All Benefit Amounts are subject to the maximums listed on the Schedule.

Prescription Drugs Purchased with Drug Card

You will be given a Prescription Drug card. You are required to present the Prescription Drug card to the Participating Pharmacy and must pay any appropriate [Deductible and] Co-Pay amount shown in the Schedule, at the time each Prescription Drug is filled or refilled. When a Prescription Drug card is used at a Participating Pharmacy, benefits are assigned to the Participating Pharmacy.

Prescription Drugs Purchased Without Drug Card

If You purchase a Prescription Drug at a Non-Participating Pharmacy or purchase a Prescription Drug at a Participating Pharmacy without using Your Prescription Drug card, You must pay the full cost for the Prescription Drug at the time of purchase and complete a claim form. Reimbursement subject to any [Deductible and] Co-Pay will be made directly to You when a non-Participating Pharmacy is used or where purchase is made without the Prescription Drug card used at a Participating Pharmacy.

Prescription Drugs Purchased By Mail Order (If Elected)

You may choose to purchase Prescription Drugs by mailing Our approved reimbursement form to Our approved Mail Service Participating Pharmacy. You will be required to pay any Mail Service [Deductible and] Co-Pay amount shown in the Schedule.

PART VIII. LIMITATIONS AND EXCLUSIONS

A. LIMITATIONS

- [1.] [Prior Authorization: If an Insured needs a certain medication or dose, the Prescriber may need to contact the Administrator to request Prior Authorization for coverage. If a drug needing Prior Authorization is prescribed, the Prescriber should call the number on the Prescription Drug card to begin the authorization process.]
- [2.] [Step Therapy: Certain Prescription Drugs can be obtained only after comparable prescription drugs are proved unsuccessful for the Insured by the Prescriber. To obtain authorization of a Step Therapy drug, the Prescriber should call the number on the Prescription Drug card to begin the authorization process.]
- [3.] [If a Generic Drug is available, but a Brand Name Drug is dispensed solely upon the Insured's request in lieu of the Generic Drug, the Insured must pay the price difference between the Generic Drug and the Brand Name Drug, in addition to the Brand Name drug Co-pay amount.
- [4.] [If a Generic Drug is available, but a Prescriber requires that a Brand Name Drug be dispensed in lieu of the Generic Drug, the Insured pays only the Brand Name Drug Co-pay amount. The Administrator may contact the Prescriber for documentation that the Brand Name Drug was required.]
- [5.] [If a Generic Drug is available, and either: (a) a Brand Name Drug is dispensed solely upon the Insured's request; or (b) the Prescriber requires that a Brand Name Drug be prescribed, in lieu of the Generic Drug, the Insured must pay the price difference between the Generic Drug and the Brand Name Drug, in addition to the Brand Name Drug Co-pay amount.
- [6.] [Dispensing Limits and Authorized Refills
Limits – [Retail: Up to a maximum 30-day supply.]
[Mail Up to a maximum 90-day supply.]
[As stated in the Formulary]]

B. EXCLUSIONS

Prescription Drug benefits are not payable for the following items:

1. All over-the-counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications.
2. Blood glucose meters; insulin injecting devices.
- [3.] [Depo-Provera;] [levonorgestral;] [condoms,] [contraceptive sponges,] [and spermicides]; [sexual dysfunction drugs].
- [4.] Biologicals (including allergy tests); blood products, growth hormones, hemophiliac factors; MS injectibles; immunizations; all other injectibles unless shown under the definition of Prescription Drug.
- [5.] Aerochamber, Aerochamber with Mask; Peak Flow Meter; all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug.

- [6.] Liquid nutritional supplements; [pediatric Legend Drug vitamins; prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement; all other Legend Drug vitamins and nutritional supplements].
- [7.] Anorexiant; any cosmetic drugs, including, but not limited to Renova, skin pigmentation preps; Any drugs or products used for the treatment of baldness; Topical dental fluorides.
- [8.] Refills in excess of that specified by the Prescriber; or refills dispensed after one year from the original date of prescription.
- [9.] Any drug labeled “Caution – limited by Federal Law for Investigational Use” or experimental drugs.
- [10.] Any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment.
- [11.] Drugs needed due to conditions caused directly or indirectly, by an Insured taking an active part in a riot or other civil disorder; or the Insured taking part in the commission of a felony.
- [12.] Drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured while on active duty in any armed force.
- [13.] Any expenses related to the administration of any drug.
- [14.] Needles or syringes unless shown under the definition of Prescription Drug.
- [15.] Drugs or medicines taken while in or administered by a hospital or any other health care facility or office.
- [16.] Drugs covered under Workman’s Compensation, Medicare, Medicaid, or other Governmental programs.
- [17.] Drugs, medicines or products, which are not Medically Necessary.
- [18.] [Diaphragms;] [Oral Contraceptives;] [Erectile dysfunction Legend drugs, unless specifically listed in the definition of Prescription Drug;] [Infertility Legend drugs].]
- [19.] [Epi-pen, Epi-Pen Jr., Ana-Kit, Ana-Guard;] [Glucagon-auto injection;] [Imitrex-auto injection].]
- [20.] [Smoking deterrents, Legend or over-the-counter.]
- [21.] [Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs.]
- [22.] All newly marketed pharmaceuticals or currently marketed pharmaceuticals with new FDA approved indication for a period of one year from such FDA approval for its intended indication.

PART IX. CLAIM PROVISIONS

A. Notice of Claim

Written notice of claim must be given to Us within 20 days after the loss starts or as soon as reasonably possible. Notice should be sent to the following address:

[National Guardian Life Insurance Company
c/o Administrator Name and Address]

B. Claim Forms

Any necessary claim forms will be sent to the Insured within 15 days after notice of claim is received. If these forms are not sent within that time, the Insured will meet the proof of loss requirements if written proof of the nature and extent of the loss is given within the time stated in the Proof of Loss provision.

C. Proof Of Loss

If it is necessary to submit a direct claim form or send written proof of loss, it must be given to the Administrator within ninety (90) days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given

within one (1) year after it is due, unless You are legally incapable of doing so.

D. Payment Of Claims

All benefits will be payable to You, unless before such payment We receive a written assignment of benefits to a provider of covered services. Any benefits payable on or after Your death will be paid to the estate, unless previously assigned. If any benefit is payable to an estate or to a minor person not otherwise competent to give a valid release, We may pay such benefit, up to an amount not exceeding \$500, to any relative by blood or marriage, who is deemed by Us to be entitled to the benefit. Any payment made by Us in good faith under this provision will fully discharge Us to the extent of payment.

G. Time of Payment of Claims

Benefits payable under this Policy will be paid immediately, but not more than 30 days after Our receipt of written proof of loss.

H. Overpayments

If we pay a benefit and it is later shown that a lesser amount should have been paid, We will be entitled to a refund of the excess. This applies to payments made to You, to a Covered Dependent, or to the provider of the Covered Charge.

PART X. GRIEVANCE PROCEDURE

If a claim for benefits is wholly or partially denied, the Insured will be notified in writing of such denial and of his right to file a grievance and the procedure to follow. The notice of denial will state the specific reason for the denial of benefits. Within sixty (60) days of receipt of such written notice an Insured may file a grievance and make a written request for review to:

**[National Guardian Life Insurance Company
c/o Administrator Name and Address]**

We will resolve the grievance within thirty (30) calendar days, or as required by Your state's law, of receiving it. If We are unable to resolve the grievance within that period, the time period may be extended another thirty (30) calendar days if We notify in writing the person who filed the grievance. The notice will include advice as to when resolution of the grievance can be expected and the reason why additional time is needed.

The Insured or someone on his/her behalf also has the right to appear in person before Our grievance committee to present written or oral information and to question those people responsible for making the determination that resulted in the grievance. The Insured will be informed in writing of the time and place of the meeting at least seven (7) calendar days before the meeting.

For purposes of this Grievance Procedure, a grievance is a written complaint submitted in accordance with the above Grievance Procedure by or on behalf of an Insured regarding dissatisfaction with the administration of claims practices or provision of services of this panel provider plan relative to the Insured.

In situations requiring urgent care, grievances will be resolved within four (4) business days of receiving the grievance.

PART XI. GENERAL PROVISIONS

Entire Contract: The entire contract includes:

1. the Policy, including any endorsements and riders,
2. the Policyholder application;
3. the Certificates issued under the Policy and
4. the Enrollment application, if any.

Any statement made by an Insured or the Policyholder, in the absence of fraud, are considered representations and not warranties. No statement will be used to avoid the insurance, reduce benefits, or deny a claim unless the statement is in writing and a copy of that statement has been given to the Insured or beneficiary.

Amendment and Changes: No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time by Us without the consent of the Insured, but without prejudice to any loss incurred prior to the Effective Date of the amendment. No person except an officer of Our Company has authority to modify the Policy or to waive or lapse any of Our rights or requirements.

Incontestability: After the Policy has been in force for two years, it can only be contested for non-payment of premiums. No statement made by an Insured can be used in a contest after his insurance has been in force for two years during his lifetime. No statement made by an Insured can be used in a contest unless it is in writing and signed by him.

Legal Actions: No action at law or in equity may begin prior to 60 days after We receive a valid written proof of loss. No such action may begin after three (3) years from the day written proof of loss was required.

Worker's Compensation: The Policy is not a Worker's Compensation policy. It does not satisfy any requirement for coverage by Worker's Compensation insurance.

Right to Terminate: The Policyholder or We may terminate the Policy on any date on or after the Initial Term. Written notice must be provided to the other party at least sixty (60) days prior to termination.

[PART XII: REPLACEMENT OF EXISTING COVERAGE]

This provision applies when the Policy replaces coverage the Policyholder previously obtained through another plan or policy. In this provision, that other plan or policy is referred to as the Prior Plan. Coverage under this Policy will not be considered as replacement coverage unless the Policyholder's coverage under this Policy takes effect within 60 days after coverage under the Prior Plan ends.

In the absence of this provision, an Insured who was covered by the Prior Plan at the date of discontinuance might not qualify for coverage under this Policy because the person is: (1) confined at home or in a hospital or medical institution; or (2) not engaged in his Regular and Customary Activities on the day coverage would otherwise begin.

Each such person will be insured under this Policy if:

- (a) the person was insured under the Prior Plan, including coverage under the Prior Plan's extension of benefits provision, on the date the Policyholder's coverage with the prior plan ended;
- (b) the prior plan covered more than [fifteen (15)]people; and
- (c) the person is [a Member of] [an Employee in] an Eligible Class under the Policy.

The benefits payable for the persons described above will be the benefits of the Policy less any amount payable under the Prior Plan pursuant to any extension of benefits provision.]