

SERFF Tracking Number: FRCS-125958327 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number: 41245
Company Tracking Number: 5091
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Final Expense Whole Life Filing
Project Name/Number: Foresters/64/64

Filing at a Glance

Company: The Independent Order of Foresters

Product Name: Final Expense Whole Life Filing SERFF Tr Num: FRCS-125958327 State: ArkansasLH
TOI: L071 Individual Life - Whole SERFF Status: Closed State Tr Num: 41245
Sub-TOI: L071.101 Fixed/Indeterminate Co Tr Num: 5091 State Status: Approved-Closed
Premium - Single Life
Filing Type: Form Co Status: None Reviewer(s): Linda Bird
Authors: Jana Ellmaker, Aaron Clark Disposition Date: 01/08/2009
Date Submitted: 12/23/2008 Disposition Status: Approved
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Foresters/64
Project Number: 64
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 01/08/2009
State Status Changed: 01/08/2009
Corresponding Filing Tracking Number:
Filing Description:

Our fee of \$50 has been sent by EFT on this same date.

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: The Company is domiciled in Canada, therefore approval of these forms is not required.
Market Type: Individual
Group Market Size:
Group Market Type:
Deemer Date:

When combined with the certificate the Common Carrier Accidental Death Rider, Accidental Death Rider and application achieve a readability score of 50.

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The Company offers their assurances that the information required by Section 23-79-138 will be provided.

The enclosed forms are being filed by First Consulting and Administration, Inc. on behalf of The Independent Order of Foresters (Foresters).

The Level Benefit Whole Life Certificate WL-PRL-US01-2009 provides life insurance coverage on the life of an insured person for the full death benefit from the effective date of insurance.

The following chart shows the Company's current intended face amount and issue age ranges. These ranges may change subject to business decisions, but will never violate the laws of your state.

Level Benefit Certificate

Minimum Face Amount \$2,000.00

Maximum Face Amount Ages 50-80 \$35,000.00

Maximum Face Amount Ages 81-85 \$15,000.00

Issue Age 50-85

Maturity Age 121

The Common Carrier Accidental Death Rider WL-CCADR-AR01-2009 provides an additional death benefit if death occurs in a common carrier accident. This benefit is included for no additional premium.

The Accidental Death Rider WL-ADR-AR01-2009 provides an additional death benefit if the insured dies as a result of accidental bodily injury subject to the terms of the rider. The issue ages are currently 50-80. It is an optional rider with a separate premium.

The product will be issued on a simplified issue basis.

The enclosed application 770554 AR 11/08 will be used when applying for this certificate.

The application will be available electronically to Foresters distribution groups on a downloadable secure website and as

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pre-printed orderable forms. The electronic versions of these forms may be downloaded, printed off and filled in by hand, or may be filled out electronically. In all cases the 'hardcopy' of the completed form will be provided to the applicant for review and applicable signatures.

Depending on the method of generation and printing, the formatting and fonts may be slightly altered but all content will remain identical to the approved forms. The font size will never be less than required by your state.

This Certificate will not be marketed with a sales illustration. It will be marketed to individuals by licensed independent agents. Sales are targeted to the final expense market.

Approval of these forms is not required by the Insurance Laws of Canada where the Society is domiciled.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Company and Contact

Filing Contact Information

(This filing was made by a third party - FC01)

Jana Ellmaker, Senior Compliance Specialist	jana.ellmaker@firstconsulting.com
1020 Central	(800) 927-2730 [Phone]
Kansas City, MO 64105	(816) 391-2755[FAX]

Filing Company Information

The Independent Order of Foresters	CoCode: 58068	State of Domicile: New York
789 Don Mills Rd.	Group Code:	Company Type:
Toronto, ON M3C 1T9	Group Name:	State ID Number:
(416) 429-3000 ext. 4571[Phone]	FEIN Number: 98-0000680	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

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Fee Explanation: \$50.00 per policy times one policy equals \$50.00.
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Independent Order of Foresters	\$50.00	12/23/2008	24702665

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/08/2009	01/08/2009

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Disposition

Disposition Date: 01/08/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Whole Life Insurance Certificate (With a level death benefit)		Yes
Form	Common Carrier Accidental Death Rider		Yes
Form	Accidental Death Rider		Yes
Form	Application		Yes

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Form Schedule

Lead Form Number: WL-PRL-US01-2009

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	WL-PRL-US01-2009	Certificate	Whole Life Insurance Certificate (With a level death benefit)	Initial		50	WL-PRL-US01-2009.pdf
	WL-CCADR-AR01-2009	Certificate Amendmen t, Insert	Common Carrier Accidental Death Rider	Initial		50	WL-CCADR-AR01-2009.pdf
	WL-ADR-AR01-2009	Certificate Amendmen t, Insert	Accidental Death Rider	Initial		50	WL-ADR-AR01-2009.pdf
	770554 AR 11/08	Application/ Enrollment Form	Application	Initial		50	770554 AR 11-08.pdf

The Independent Order Of Foresters ('Foresters')

Head Office: [789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9]

U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]

[1-800-828-1540]

Insured	[John Doe]	Certificate Number	[1234567]
Owner	[Jane Smith]		
Issue Date	[Jan 2 2009]	Branch Number	[1234]

[Foresters PlanRight]

This is a WHOLE LIFE INSURANCE CERTIFICATE.

The Independent Order Of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of this certificate, pay the death benefit upon our receipt of proof of the insured's death. That death must occur while this certificate is in effect.

CASH SURRENDER VALUE payable at surrender or maturity. Cash values are guaranteed, based upon payment of required total premiums.

PREMIUM AMOUNTS and years payable are shown in the Certificate Data Pages.

PARTICIPATING, eligible to receive dividends.

In this certificate, you and your mean the owner, as shown above. The owner may change after the issue date as described in this certificate.

This certificate is executed at our head office on the issue date.

PLEASE READ THIS CERTIFICATE CAREFULLY.

Right to Examine – If you are not satisfied with this certificate, you may return it to us within [10] days of first receiving it. You can do this by mailing it to our U.S. mailing address, shown above, or by returning it to one of our authorized representatives.

If this certificate is returned to us during this time period, it will be deemed to be void from the issue date. Within 10 days after we receive it, we will refund premiums you have paid to us for this certificate.



[Executive Secretary]



[International Fraternal President]

[Foresters PlanRight]

This certificate is part of a legal contract between the owner and Foresters. Read your contract carefully. The contract sets forth, in detail, the rights and obligations for both you and us. Only the actual contract provisions will control. It is important that you read your contract carefully.

The benefit provided under each rider, if any, is described in that rider.

If you have questions about this certificate or a rider, your understanding of them or about information that you have heard, seen or read relating to them, please call us. Our toll free number is [1-800-828-1540].

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Certificate Data Pages

Insured	[John Doe]	Issue Age and Sex of Insured	[50] [Male]
Owner	[Jane Smith]	Certificate Number	[1234567]
Issue Date	[January 2, 2009]	Maturity Date	[January 2, 2080]
Face Amount	[\$10,000.00]	Branch Number	[1234]
Insurance Class	[Non-Tobacco]	Rating Class	[Standard]
Total Premium	[\$28.53]	Payment Mode	[Monthly]
Currency	United States	Years Payable	[71]

[Foresters PlanRight] Certificate

Provides life insurance to the maturity date, subject to the *Grace Period* provision, as long as the total premium is paid as described in the *Premiums* provision. The first total premium is due on [January 2, 2009].

Cash surrender value is payable on the earlier of surrender and the maturity date. This certificate is eligible to participate in our divisible surplus, however dividends are not guaranteed and are not expected or anticipated to be paid by us under this certificate.

Each beneficiary is designated in the application. A beneficiary designation may change as described in the *Beneficiary* provision.

Summary of Benefits Provided			
Coverage	Benefit Amount	Expiry Date*	Annual Premium
[Foresters PlanRight] Face Amount	[\$10,000]	[January 2, 2080]	[\$306.00]
[Common Carrier Accidental Death Rider] • Maximum Accidental Death Amount – [\$300,000]	[\$20,000]	[January 2, 2080]	\$0.00
[Accidental Death Rider]	[\$10,000]	[January 2, 2080]	[\$20.00]

* Latest coverage expiry date, assuming all premiums are paid as due. Coverage may end earlier than the expiry date as described within the certificate or applicable rider, if any.

Premium Schedule					
	Annual	Semi-Annual	Quarterly	Monthly	Years Payable
Total Premium	[\$326.00]	[\$166.26]	[\$84.76]	[\$28.53]	[71]

After the issue date not all payment modes shown may be available.

Each total premium shown above includes the applicable certificate fee.

	Annual	Semi-Annual	Quarterly	Monthly
Certificate Fee	[\$36.00]	[\$18.36]	[\$9.36]	[\$3.15]

Certificate Data Pages
Certificate Number [1234567]

Table of Guaranteed Certificate Values		
Certificate Year	Cash Value	Reduced Paid-Up Amount*
1	[\$0]	[\$0]
2	[\$0]	[\$0]
3	[\$161]	[\$540]
4	[\$331]	[\$1,050]
5	[\$505]	[\$1,540]
6	[\$682]	[\$2,010]
7	[\$864]	[\$2,450]
8	[\$1,049]	[\$2,870]
9	[\$1,240]	[\$3,270]
10	[\$1,436]	[\$3,650]
11	[\$1,635]	[\$4,010]
12	[\$1,837]	[\$4,360]
13	[\$2,041]	[\$4,680]
14	[\$2,247]	[\$4,990]
15	[\$2,455]	[\$5,270]
16	[\$2,665]	[\$5,550]
17	[\$2,878]	[\$5,810]
18	[\$3,094]	[\$6,060]
19	[\$3,314]	[\$6,300]
20	[\$3,537]	[\$6,530]
Age 60	[\$1,436]	[\$3,650]
Age 65	[\$2,455]	[\$5,270]

Values shown are as of the end of the applicable certificate year and assume that total premiums are paid as due and that no debt exists. Values at the end of certificate years not shown will be furnished upon request. Calculations of values during a certificate year will be based upon the total premiums paid and time elapsed during that certificate year.

Non-Forfeiture Interest Rate: [5.00]%

*Subject to the *Reduced Paid-Up Life Insurance* provision.

Definitions

The following terms have specific meanings for the purposes of your certificate. Where the same term appears in a rider, if any, it also has that same meaning unless there is another definition for that same term in that rider.

Age – The issue age shown in the *Certificate Data Pages* plus the number of completed certificate years.

Application – The application that was completed and signed for this certificate and each attached rider. The application was attached to this certificate at the time it was delivered to you.

Assignee – A person or entity indicated in an assignment as the recipient of the assigned interest.

Attached rider(s) – Each rider, if any, shown in the *Certificate Data Pages* and attached to this certificate when it was delivered to you.

Certificate – The cover page and each numbered page that follows it, starting with page number 2 and ending with the page that states, “This is the last page of this certificate”. The cover page contains the signatures of our Executive Secretary and International Fraternal President.

Certificate anniversary – The same month and day as the issue date for each calendar year following the issue date, while this certificate is in effect.

Certificate Data Pages – The pages marked as the *Certificate Data Pages* within this certificate at the time that it was delivered to you.

Certificate month – The first day of the first certificate month is the issue date and the last day is the day before the first monthly anniversary. For every other certificate month, the first day of a certificate month is a monthly anniversary and the last day is the day before the next monthly anniversary.

Certificate year – The first day of the first certificate year is the issue date and the last day is the day before the first certificate anniversary. For every other certificate year, the first day of a certificate year is a certificate anniversary and the last day is the day before the next certificate anniversary.

Contingent owner – The contingent owner named, if at all, in the application, unless changed as shown in our records.

Date we delivered – The effective date of delivery being either the day of delivery if hand delivered to the owner or the owner's address, the fifth day after mailing if sent by mail to the owner's address or the day shown in our records as successfully transmitted if sent electronically to a number or address shown for the owner in our records.

Death benefit – The amount payable as described in the *Death Benefit* provision.

Death proceeds – The death benefit and the amount payable under each rider due to the death of the insured.

Debt – The amount owed to us under the *Maintenance of Reserves*, *Grace Period* and *Loans* provisions.

Evidence of insurability - Information we obtain to decide insurability and, if so, on what terms.

Face amount – The amount shown in the *Certificate Data Pages* as the face amount, unless changed as shown in our records.

Grace period – The period of time within which to pay an overdue total premium as described in the *Grace Period* provision.

Lapse – The termination of this certificate for non-payment of overdue total premiums during the grace period.

Monthly anniversary – Occurs each month after the issue date, on the same date of each month as the date shown as the issue date.

Our records – The records at our head office.

Paid-up additional insurance – The amount of the paid-up additional insurance bought under option 1 of the *Dividend* provision.

Rider(s) – Each attached rider, if any, and each rider added as an attachment, if any, to this certificate after the issue date, as shown in our records.

State governing – The state determined according to the *Law Applicable* provision.

We, our, us and Foresters – The Independent Order of Foresters.

You, your - The owner of this certificate as shown in the *Certificate Data Pages* subject to change as described in this certificate.

When we refer in this certificate to a provision, unless specifically stated to be a provision in a rider, we mean the provision in this certificate with that title. When we refer in a rider to a provision, unless specifically stated to be a provision in the certificate, we mean the provision in that rider with that title.

Certificate Provisions

Consideration

We issue this certificate and attached rider(s) based on the application signed by the owner and the payment of premiums as described in this certificate.

Entire Contract

The entire contract consists of each of the following:

1. This certificate, including attached agreements and endorsements, and each rider, if any.
2. The application attached to this certificate upon delivery.
3. Additional applications or written requests from you, if any, received and approved by us after the issue date of this certificate, as shown in our records.
4. Notifications we send to you confirming changes made, after the issue date, to your certificate or a rider.
5. Our Instrument of Incorporation, Constitution, and the respective amendments.

All statements in the application shall be deemed to be representations, not warranties.

No one, including the producer who provided you with this certificate, can make a promise or representation about the entire contract other than what is described in the entire contract.

When this Certificate is in Effect

This certificate comes into effect on the issue date, if both of the following conditions are met:

- At least the first total premium was paid on or before the date we delivered this certificate to you.
- The insurability of the insured did not change between the date the application was signed by the insured and the issue date.

Once in effect, this certificate will remain in effect until the earliest of the following dates:

- The date of death of the insured.
- The day we receive, as shown in our records, your written, signed request to end this certificate.
- The day this certificate lapses, as described in the *Grace Period* provision.
- The day this certificate terminates, as described in the *Loans* provision.
- The maturity date, as shown in the *Certificate Data Pages*.
- The day that option 2 applies, as described in the *Nonforfeiture Provisions* provision.

When this certificate ends it is no longer in effect. This means our liability ends and no death benefit would be paid.

Control of Certificate

The owner of this certificate and rider(s) may exercise the options or rights provided to you under them, unless limited by statute or by the rights of an assignee or irrevocable beneficiary. If the insured is younger than 16 years old on the issue date, these rights will transfer to the insured upon their 16th birthday. Upon this transfer, the insured will become the owner of this certificate and rider(s), regardless of a prior assignment.

If the insured is not the owner and if the owner dies or ceases to exist, while this certificate is in effect, the contingent owner becomes the owner of this certificate and rider(s) as of the date that the owner died or ceased to exist. If there is no surviving contingent owner, the owner's estate (if the owner is a natural person) or the owner's successor in interest (if the owner is a non-natural person) will become the owner.

Assignment

You may assign this certificate and rider(s) unless prohibited by law. Under an absolute assignment the assignee becomes the owner of this certificate and rider(s). We are not bound by an assignment unless it is in writing and shown in our records. We are not responsible for the validity or effect of an assignment. Despite the assignment, the insured retains Foresters membership rights and privileges according to our Constitution.

Beneficiaries

There may be designated one or more than one primary or contingent beneficiary. Each primary and contingent beneficiary, if any, is shown in the application unless changed as shown in our records.

You may request a change of beneficiary, while the insured is alive and this certificate is in effect. If a beneficiary is designated "irrevocable", then that beneficiary must also sign a request that changes that beneficiary's designation or the percentage or amount to be received by that beneficiary. The effective date of a change of beneficiary will be the date it is recorded by us as shown in our records.

Payment to Beneficiary

The death proceeds payable will be paid as described in this provision. If no beneficiary survives the insured or if no beneficiary is designated, this payment will be made to you or your estate.

Primary Beneficiary: Each surviving primary beneficiary will be paid their share of the death proceeds. That share is shown in the application unless changed, as shown in our records. If a primary beneficiary predeceases the insured, that beneficiary's share will be split among the surviving primary beneficiaries. That split will be based on the ratio of the specified percentages for those surviving beneficiaries to the total percentage for those survivors. If no percentages are specified, then the death proceeds will be split equally among the surviving primary beneficiaries.

Contingent Beneficiary: If no primary beneficiary survives the insured, each contingent beneficiary, if designated, surviving the insured, will be paid their share of the death proceeds, in the same manner as described above for the primary beneficiary.

Death Benefit

Payment of Death Benefit

Subject to the terms and conditions of the entire contract, we will pay the death benefit if we receive satisfactory proof of the insured's death. That death must occur while this certificate is in effect.

If the death benefit is not paid within 30 days of us receiving this proof of death, interest will be paid on this amount, calculated from the date of death to the date of payment. The interest rate will be the legal rate required by the insurance laws of the state governing this certificate.

The amount payable under this provision will be paid as described in the *Payment to Beneficiary* provision.

Amount of Death Benefit

The death benefit is equal to:

- the face amount in effect on the date of death of the insured; plus
- unearned premiums, if any; minus
- the amount of the debt, if any.

The amount of the unearned premium will be that portion of the total premium that was paid to us to provide coverage for a period of time beyond the end of the certificate month of the insured's death.

The amount of the death benefit will include the dividends on deposit and paid-up additional insurance. We do not expect, however, that there will be dividends on deposit or paid-up additional insurance.

Incontestability

We will not contest the validity of this certificate after it has been in effect during the lifetime of the insured for two years except for non-payment of premiums.

Similarly, statements made after the issue date, in an application for the addition of a rider, reinstatement or in a declaration for a change in insurance class will be incontestable two years after the effective date as shown in our records of such addition, reinstatement or change.

This provision shall not apply to a rider providing a benefit in the event of:

1. the total disability of the insured, or
2. death of the insured by accident or accidental means.

Suicide

If death of the insured is by suicide, while sane or insane, and within two years from the issue date, our liability is limited to the sum of the total premiums paid minus the amount of the debt, and no death proceeds will be paid.

Premiums

The amount of the total premium and the number of years payable are shown in the *Certificate Data Pages*. This amount will change if a rider ends or is added after the issue date. We will notify you if the amount of the total premium changes. The first total premium is due on the issue date. You will then need to pay each total premium when due to keep this certificate in effect.

Other than the first total premium, each total premium is due, without notice from us, on the premium due date for that total premium. The premium due dates are based on the payment mode in effect. If the payment mode in effect is annual, the premium due dates will be on each certificate anniversary. If the payment mode in effect is more often than annual, these dates will fall on the same day of the month as the issue date, based on that payment mode. For example, if the payment mode in effect is monthly and your issue date is March 4, your premium due dates will be on the 4th of each month.

The payment mode and payment method in effect is the mode and method elected in the application, unless changed as shown in our records.

The sum of the total premiums payable over a certificate year may depend on the payment mode in effect. That sum may be less if you pay based on a payment mode other than the monthly payment mode. Subject to our administrative rules in effect at the time, you may change your payment mode or payment method. Contact our head office to find out what method is available and the total premium payable if another available mode is elected.

Total premiums may be paid by mail sent to our U.S. mailing address or to our head office and each is considered paid on the business day we receive it at our head office. You may also make payment to our Executive Secretary. If requested, we will provide a receipt for the total premium paid, signed by our Executive Secretary.

Grace Period

If a total premium is not paid in full on or before its premium due date, you have 31 days from that premium due date to pay us that total premium. This 31 day period is called the grace period.

Subject to the *Nonforfeiture* and *Automatic Premium Loan* provisions, this certificate will lapse without cash surrender value as of the end of the 31st day of the grace period if you have not paid us that total premium by that day. Upon lapse, this certificate will no longer be in effect. This means our liability ends and no death benefit would be paid.

If the insured dies during the grace period, we will reduce the death benefit payable by the overdue amount.

Reinstatement

If this certificate should lapse, you may be eligible to reinstate it within three years from the effective date of the lapse as shown in our records. To reinstate we will require:

1. Payment of the unpaid premium with interest compounded at a rate determined by us. That rate will not be more than six percent per year.
2. Evidence of insurability, which meets our standards, of the insured.
3. Payment or reinstatement of all debt existing at the date of lapse plus interest. That interest will be calculated on that debt from the date of lapse. The interest rate will be determined by us but will not be more than six percent per year.

The unpaid premium will be the sum of the following:

- The total premiums due but not paid in full on or before the date of lapse.
- The total premiums from the date of lapse to the date of reinstatement that would have been due if the certificate had not lapsed.

The effective date of a reinstatement is the day that we approve your application for reinstatement, as shown in our records.

Cash Value

This certificate may provide a cash value, calculated as described in the *Basis of Computation of Values* provision. The cash value will not be less than the minimum value required by the insurance laws of the state governing this certificate. Cash values, if any, at the end of certain certificate years are shown in the *Table of Guaranteed Certificate Values* in the *Certificate Data Pages*. Cash values, if any, at the end of certificate years not shown will be furnished upon request. The values shown assume that required total premiums were paid for the entire certificate year. Calculations of cash values during a certificate year will be done on a consistent basis and be based upon the total premiums paid and time elapsed during that certificate year.

Cash Surrender Value

The cash surrender value is equal to the cash value minus the debt, if any.

Nonforfeiture Provisions

If this certificate has a cash surrender value greater than zero one of the following options may be used. Subject to an assignment shown in our records, you may elect either option 1 or 2, as described in this provision, anytime before a total premium is over due for more than 60 days. If a total premium remains unpaid at the end of the grace period, and no election was made, option 1 will automatically apply, unless the *Automatic Premium Loan* provision has been requested.

Option 1 – Reduced Paid-Up Life Insurance

Under this option we will apply the cash surrender value to continue the certificate in effect as reduced paid-up life insurance. This will reduce the face amount under the certificate. The reduced face amount will be the amount that can be purchased by applying the cash surrender value as a net single premium for this insurance. The reduced paid-up insurance will not include benefits provided by a rider.

In the event that the cash surrender value is such that the reduced face amount would be less than [\$1,000.00], we reserve the right to surrender this certificate as described in option 2.

If the insured dies during the grace period, subject to the terms of the certificate, the death proceeds will be paid and there will be no payment under this reduced paid-up life insurance.

The reduced paid-up insurance may be surrendered for its present value. The present value will equal the net single premium that would be required to provide the insurance that would continue if the reduced paid-up life insurance was not surrendered. If such surrender occurs within 30 days after a certificate anniversary, the present value will not be less than the present value on that anniversary.

We may defer payment of the present value for up to six months after we receive your written request to surrender.

Option 2 – Cash Surrender

Under this option we will surrender this certificate and pay you its cash surrender value. Once surrendered, this certificate is of no further effect, our liability under this certificate ends and no death benefit will be paid.

We may defer payment of the cash surrender value for up to six months from the date we receive the request for that payment.

Basis of Computation of Values

The calculation of nonforfeiture values and net single premiums will be based on the 2001 CSO ultimate, age last birthday, sex distinct, smoker distinct mortality table for the insured's rating class and the nonforfeiture interest rate shown in the *Certificate Data Pages*. Curtate functions are used. These values will equal or exceed those required by the insurance laws of the state governing this certificate.

Calculations take into account the gender, age and smoking status of the insured. A detailed statement of the methods used in these calculations has been filed with the insurance department for the state governing this certificate or is available to that department upon its request.

Loans

The loan amount is the amount loaned to you, either through a requested loan or an automatic premium loan, plus unpaid accrued interest. Interest accrues daily on the loan. Interest is due at the end of each certificate year. If the interest is not paid when due, it will bear interest at the same rate as the loan. We will determine the interest rate on an annual basis. The rate of interest will not exceed the higher of:

1. The monthly Average of the Composite Yield on the Seasoned Corporate Bonds as published by Moody's Investors Service Inc. (or any successor thereto) for the calendar month ending two months before the date on which the rate is determined.
2. The rate that we would use to calculate the net single premium and the present value under this certificate plus one percent.

In the event that the Moody's Monthly Average of the Composite Yield on Seasoned Corporate Bonds is no longer published, we will substitute a substantially similar average, established by regulation issued by the insurance regulator for the state governing this certificate.

All or part of a loan may be repaid at any time that this certificate is in effect. Repayments will reduce the loan amount. Each repayment will be effective the date it is processed by us.

When the loan amount exceeds the cash surrender value this certificate will terminate. We will send you, and any assignee of this certificate, notification of termination. Termination will be effective 31 days after the date, as shown in our records, notification is sent. Upon the termination of this certificate, it will be of no further effect, our liability will end and no death benefit will be paid.

Requested Loan

You may obtain a loan from us, with this certificate as the security for the loan. We will require that you sign our then current loan agreement, available from our office. The loan is effective when we receive the loan agreement that you have signed. The maximum loan amount available at any time is equal to the projected cash surrender value at the end of the current certificate year, assuming that no further premium payments are made, plus the cash value of the paid-up additional insurance, if any.

We may defer payment of a loan for up to six months from the date we receive the request for that payment, unless it is used to pay premiums due to us.

Automatic Premium Loan

You may request that this provision applies either by electing it in the application or by written notice any time before the end of the grace period. You may revoke that request at any time by written notice, however this will not invalidate a loan made under this provision.

Under this provision, total premium unpaid at the end of the grace period will automatically be paid through a loan if, at the end of the certificate month in which that premium was due, the cash surrender value available is not less than zero. If however, at the end of that month the cash surrender value is less than the monthly total premium but more than zero, we will loan the remaining cash surrender value and continue the certificate for only part of the month. While the certificate is in effect, you may resume payment of total premiums.

Misstatement of Age or Sex

If the age or sex of the insured under this certificate is misstated at issue, the face amount and the rider benefit amount(s), if any, will be adjusted either upward or downward. The revised amounts for the certificate and riders, if any, will be that which the premium paid, for that coverage, would have purchased for the correct age and sex, according to our rates in effect on the issue date.

Limitation of Action

No action shall be taken on this certificate, or a rider, in a court of law unless the action is filed with a court within two years from the date that the cause of action arose.

Law Applicable

Your rights or obligations and that of anyone, including the insured or anyone rightfully claiming under this certificate or a rider, will be governed by the laws of the state in which the application was signed by the owner.

Limiting Effect of our Constitution

The benefits provided under this certificate and each rider will not be reduced, nor will this certificate or rider end, by a provision in our Constitution not stated or referred to in this certificate or rider.

Suspension or Expulsion

Even if the insured is expelled or suspended from Foresters membership in accordance with our Constitution, this certificate and each rider, subject to its terms, may be kept in effect by continuing to pay the required premiums.

Maintenance of Reserves

If our reserves become impaired, you may be assessed an equitable proportion of the shortage. You may pay cash or accept a reduction in benefits. If you do neither, your equitable proportion will become an amount owed against this certificate. Interest on this amount will be compounded at a rate determined by us but not more than five percent per year.

Basis of Computation of Reserves

The reserves are not less than the minimum reserves required by the insurance laws of the state governing this certificate. A detailed statement of the method of computation of reserves has been filed as required with the insurance department for the state governing this certificate.

Dividends

This certificate is eligible to participate in our divisible surplus. We will determine our divisible surplus each year. After completing two certificate years, you will be entitled to your share, if any, as determined by us, of our divisible surplus. This share is your dividend which you may receive or use according to the dividend option in effect. Your dividend options are as follows:

1. Use the dividend as a net single premium to buy paid-up additional insurance at the insured's age on the date of the purchase. No further premiums are required for this additional insurance purchased.
2. Have the dividend paid in cash.
3. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than three and one half percent per year.
4. Use the dividend to reduce premiums owed or payable under this certificate.

Dividend option (1) will be in effect from the issue date unless changed by you as shown in our records. If changed, the new option applies to future dividends only.

If you request this certificate to end and dividends have been credited under dividend option (1) or (3), we will refund to you the total of:

1. the present value of the paid-up additional insurance, plus
2. the amount of the dividends on deposit, minus
3. the amount of the debt.

We do not expect to pay dividends under this certificate. If no dividends are paid the dividend options described in this provision do not apply.

Notification

Notification(s) we send to you about this certificate or a rider will be sent from our head office to your last mailing address shown in our records. You must notify us of a change in address for you or the insured. If you are on our pre-authorized check plan, you must notify us of a change in banking information.

Every notification, designation and request that you make to us must be in writing, in a form satisfactory to us. You must mail it to our head office or U.S. mailing address for us to act on it. Each will be deemed received by us as of the date shown in our records.

Our head office address is:

The Independent Order of Foresters, [789 Don Mills Road, Toronto, Ontario, Canada. M3C 1T9.
Attn: Certificate Services].

Our U.S. mailing address is: [P.O. Box 179 Buffalo, New York. 14201-0179.
Attn: Certificate Services].

These addresses apply unless we notify you in writing of a new address.

The Independent Order Of Foresters ('Foresters')

A Fraternal Benefit Society Organized 1874

Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]

U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]

[Foresters PlanRight]

WHOLE LIFE INSURANCE CERTIFICATE.

Cash Surrender Value payable at surrender or maturity.

Premium amounts and years payable are shown in the Certificate Data Pages.

Death benefit payable if the insured's death occurs while
the certificate is in effect.

Participating.

This is the last page of this certificate.

The Independent Order Of Foresters ('Foresters')

Common Carrier Accidental Death Rider

If this rider was attached to a certificate when it was delivered to you, certificate means that certificate. The benefit amount, on the day this rider comes into effect, maximum accidental death amount and expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not attached to a certificate when it was delivered to you, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The benefit amount, on the day this rider comes into effect, maximum accidental death amount and expiry date for this rider are shown in that notification.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Common Carrier Accidental Death Rider".

Unless amended by this rider, certificate provisions and definitions apply to this rider.

DEFINITIONS

For purposes of this rider:

Common carrier means a motorized vehicle if, at the time of the accidental bodily injury for which the benefit is claimed, that vehicle meets each of the following:

- Is being operated by a business organized and licensed to transport fare-paying passengers.
- Is being piloted, driven or captained by a person who is then licensed to pilot, drive or captain that vehicle, to transport fare-paying passengers.
- Is transporting fare-paying passengers on regularly scheduled routes, from one location to arrive and exit at a different location.

Common carrier will not include:

- A taxi.
- A limousine.
- A cruise ship, if the cruise is more than 12 hours.
- A sightseeing vehicle.
- A vehicle hired or used for a sport, contest or recreational activity, even if the vehicle is licensed and a fare is paid.

Fare-paying means the payment of money, by any mode, by, or on behalf of, a person, specifically for the purpose of that person riding the common carrier from one location to arrive and exit at a different location. Fare-paying does not include courtesy, gratuitous or shuttle transportation.

Riding means:

- Physically aboard the common carrier, or
- Entering or exiting the common carrier, but only while on the ramp or steps attached to, and physically part of, the common carrier and used solely for the purposes of entering and exiting the common carrier.

When This Rider Comes Into Effect

This rider comes into effect on the same day as the certificate if this rider was attached to the certificate at the time of certificate delivery.

If this rider was not attached to the certificate at that time, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if the insurability of the insured has not changed between the date of the application for this rider and the date of that approval and we have received the first premium, if any, for this rider.

End of Rider

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day the certificate is no longer in effect as described in the certificate.
- The day the certificate becomes reduced paid-up life insurance.

When this rider ends, it is no longer in effect, which means that our liability ends and therefore no benefit would be paid.

Paying Premiums

Subject to the *End of Rider* provision, to keep this rider in effect up to the expiry date for this rider, you need to pay the total premium when due, as described in the certificate. The total premium, up to the expiry date for this rider, includes the required premium, if any, for this rider.

Benefit

Subject to the provisions of the entire contract, we will pay the amount of the benefit if the accidental death of the insured occurs while both the certificate and this rider are in effect, subject to submission of satisfactory proof of each of the following:

- The accidental death is caused by an accidental bodily injury, directly and independently from all other causes.
- This accidental bodily injury occurs while the insured is riding as a fare-paying passenger on a common carrier.
- Accidental death occurs within 90 days of this accidental bodily injury.

This benefit will be paid as described in the *Payment to Beneficiary* provision.

Amount of the Benefit

The amount of the benefit will be the benefit amount on the date of death, unless the total accidental death benefit amount exceeds the maximum accidental death amount. If it does, the amount of the benefit under this rider will be reduced to the amount that is required so that the total accidental death benefit amount equals the maximum accidental death amount.

The total accidental death benefit amount is the sum of the benefit amount under this rider plus the amount(s) payable under other insurance issued by us, if any, that specifically provides for payment due to the accidental death of the insured.

If there is in effect on the insured's date of death other insurance issued by us that specifically provides for payment due to the accidental death of the insured, the amount of the benefit payable under this rider shall be calculated and paid after:

- First, payment of the benefit payable under the other insurance without a common carrier requirement, whether issued before or after the issue date of this rider.
- Second, payment of the benefit payable under the other insurance with a common carrier requirement, issued prior to the issue date of this rider.

The amount of the benefit under this rider will be zero if the total of the amount(s) payable under the first and second above exceeds the maximum accidental death amount.

Where we refer to other insurance in this provision, it does not include the amount specifically payable, if any, under the certificate due to the accidental death of the insured.

Excluded Risks

We will not pay the benefit if the insured's death results directly or indirectly from any of the following:

- Suicide.
- War or act of war, whether declared or undeclared.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- Committing or attempting to commit an assault or an illegal act.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an accidental bodily injury.
- An accidental bodily injury that is sustained or contracted in consequence of the insured being under the influence of a drug, narcotic, barbiturate or sedative, unless a beneficiary can prove, to our satisfaction, it was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician.
- An accidental bodily injury that is sustained or contracted in consequence of the insured's alcohol intoxication. Intoxication will mean a blood alcohol level that is prescribed, by the law of the state governing this rider, as an offence for the operation of a motor vehicle.

No benefit will be paid if the insured is riding the common carrier for any of the following purposes:

- To perform duties in relation to that common carrier. This includes duties related to:
 - the operation or maintenance of that common carrier, or
 - the care, assistance or entertainment of the passengers of that common carrier.

- To give or receive training about or related to the common carrier.
- Transportation as a member, and on behalf of, the armed forces if the common carrier is being operated by the armed forces.

Contestability

We may contest the validity of this rider at any time before payment of a benefit under this rider.

If this rider is reinstated, we may contest the reinstatement at any time before payment of a benefit under this rider.

When we contest, we will not pay the benefit.

The Independent Order Of Foresters ('Foresters')

has issued this rider as an attachment to the certificate.

Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]
U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]
[1-800-828-1540]



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Executive Secretary

International Fraternal President

This is the last page of this Common Carrier Accidental Death Rider.

The Independent Order Of Foresters ('Foresters')

Accidental Death Rider

If this rider was attached to a certificate when it was delivered to you, certificate means that certificate. The benefit amount and expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not attached to a certificate when it was delivered to you, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The benefit amount and expiry date for this rider are shown in that notification.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Accidental Death Rider".

Unless amended by this rider, certificate provisions and definitions apply to this rider.

When This Rider Comes Into Effect

This rider comes into effect on the same day as the certificate if the rider was attached to the certificate at the time of certificate delivery.

If this rider was not attached to the certificate at that time, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if both of the following conditions are met:

- The insurability of the insured has not changed between the date the application for this rider was signed by the insured and the date of that approval.
- We have received the first premium for this rider.

End of Rider

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day we receive, as shown in our records, your signed, written request to end this rider.
- The day the certificate is no longer in effect as described in the certificate.
- The day the certificate becomes reduced paid-up life insurance.

When this rider ends, it is no longer in effect. This means that our liability ends and therefore no benefit amount would be paid.

Paying Premiums

Subject to the *End of Rider* provision, to keep this rider in effect up to the expiry date for this rider, you need to pay the total premium when due, as described in the certificate. The total premium, up to the expiry date for this rider, includes the required premium for this rider.

Benefit

Subject to the provisions of the entire contract, we will pay the benefit amount if the accidental death of the insured occurs while both the certificate and this rider are in effect, subject to submission of satisfactory proof of each of the following:

1. The accidental death is caused by an accidental bodily injury, directly and independently from all other causes.
2. Accidental death occurs within 365 days of this accidental bodily injury.

The amount payable will be paid as described in the *Payment to Beneficiary* provision of the certificate.

Excluded Risks

We will not pay the benefit amount if the insured's death results directly or indirectly from any of the following:

- Suicide.
- War or act of war, whether declared or undeclared.
- Operating, riding in or descending from an aircraft, if the insured has duties aboard the aircraft or is aboard for the purpose of giving or receiving training, or if the insured is a member of the armed forces and the aircraft is being operated by or for the armed forces.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- The accidental or otherwise, administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician.
- Committing or attempting to commit an assault or an illegal act.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an accidental bodily injury.

We will not pay the benefit amount if the insured's death results directly or indirectly from injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:

- A test or report completed by or at the direction of a coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
 1. A narcotic in the body of the insured, regardless of the measurement or quantity.
 2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
- A coroner, law enforcement or government report indicates that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of a narcotic, alcohol or intoxicant.
- The accident occurred while the insured was under the influence of a narcotic, alcohol or intoxicant.

A narcotic does not include a drug that a beneficiary can prove, to our satisfaction, was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician.

Contestability

We may contest the validity of this rider at any time before payment of a benefit under this rider.

If this rider is reinstated, we may contest the reinstatement at any time before payment of a benefit under this rider.

When we contest, we will not pay the benefit amount.

The Independent Order Of Foresters ('Foresters')
has issued this rider as an attachment to the certificate.

Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]
U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]
[1-800-828-1540]

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Executive Secretary

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International Fraternal President

This is the last page of this Accidental Death Rider.



Application for Individual Life Insurance.

1. Proposed Insured.

First name.		Middle name.		Last name.		Sex: <input type="radio"/> Male <input type="radio"/> Female	
Street address.				City.		State.	Zip code.
Home phone no.	Alternate phone/Cell no.	Date of birth (mmm/dd/yyyy).		State & Country of birth.		Social security number.	
Foresters member? <input type="radio"/> Yes. <input type="radio"/> No, applying for membership.		Height.	Weight.		Used tobacco in any form within the past 12 months? <input type="radio"/> Yes. <input type="radio"/> No		

2. Medical Questions. "Diagnosed", "advised" and "treatment", mean by a licensed physician or medical practitioner.

1. Is the proposed insured currently confined to a hospital, or a psychiatric, nursing or correctional facility or receiving home health care or receiving or been advised to receive hospice care? _____ Yes. No.
 2. Does the proposed insured currently use a wheelchair, or require assistance with activities of daily living such as taking medications, bathing, dressing, eating or toileting? _____ Yes. No.
 3. Has the proposed insured:
 - a) Within the past 12 months, used or been advised to use oxygen equipment to assist in breathing, or had dialysis? _____ Yes. No.
 - b) Within the past 12 months, been advised to have a diagnostic test, surgery, home health care or hospitalization which has not yet been started, completed or for which results are not known? _____ Yes. No.
 - c) Ever been diagnosed with Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), or tested positive for Human Immunodeficiency Virus (HIV)? _____ Yes. No.
 - d) Ever received or been advised to receive an organ or tissue transplant? _____ Yes. No.
 - e) Ever been diagnosed with Alzheimer's disease, dementia, Amyotrophic Lateral Sclerosis (ALS), or a terminal illness*? _____ Yes. No.
- *'Terminal illness' is defined as any illness diagnosed that would reasonably be expected to cause death within 12 months.
4. Has the proposed insured:
 - a) Within the past 12 months, had treatment or counseling for alcohol, drug or substance abuse or addiction? _____ Yes. No.
 - b) Within the past 2 years, had heart or circulatory surgery, or had or been diagnosed as having a heart attack, congestive heart failure, cardiomyopathy, stroke, Transient Ischemic Attack (TIA), aneurysm, or a brain tumor? _____ Yes. No.
 - c) Within the past 2 years, been diagnosed with or had treatment for insulin shock, diabetic coma, or had an amputation due to complications of diabetes? _____ Yes. No.
 - d) Within the past 3 years, been diagnosed with or had treatment for cancer (excluding basal skin cancer)? _____ Yes. No.
 5. Within the past 2 years has the proposed insured been diagnosed with, prescribed medication for, or had or been advised to have treatment for:
 - a) Parkinson's disease or Systemic Lupus (SLE)? _____ Yes. No.
 - b) Cirrhosis of the liver, chronic hepatitis or other liver disorder, kidney failure, or other chronic kidney disease? _____ Yes. No.
 - c) Chronic Obstructive Pulmonary Disease (COPD) or emphysema? _____ Yes. No.

If a 'Yes' answer in Section 2, the proposed insured is not eligible for Foresters PlanRight. Do not complete or submit this Application.

3. Owner. (Complete only if other than the proposed insured).

Full legal name of Individual (First, Middle, Last), Institution or Trust.

Street address.		City.	State.	Zip code.
Home phone no.	Alternate phone/Cell no.	Relationship to the proposed insured.		Social security number /Tax ID no.

If individual:

Sex: <input type="radio"/> Male <input type="radio"/> Female	Date of birth (mmm/dd/yy):
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4. Beneficiary Information. (Revocable.)

Name of each primary beneficiary.	Relationship.	% Share.
		total must
		equal 100%
Name of each contingent beneficiary.	Relationship.	% Share.
		total must
		equal 100%

5. Other Insurance.

Does the proposed insured currently have any life insurance or an annuity in force? _____ Yes. No.

Will insurance applied for in this Application replace, reduce coverage or modify premiums paid for any existing life insurance or an annuity in force? _____ Yes. No.

6. Insurance Applied For.

Certificate type: Foresters PlanRight (With a level death benefit.)

Insurance amount: \$ _____ Premium amount: \$ _____ (based on payment mode.)

Additional coverage: Accidental Death Rider: \$ _____ Other: _____

Automatic selection, insurance amount and premium adjustment – Owner agrees that if the proposed insured qualifies for the certificate selected above but the premium amount paid with this Application is not sufficient for the insurance amount shown above, Foresters shall issue that certificate type for a reduced insurance amount based on the above, or modified if necessary according to the applicable rates, premium amount for that reduced insurance amount. If the premium amount shown above is more or less than the amount required for the certificate type issued, Foresters will increase or decrease the insurance amount and/or premium for that certificate.

Is there an intention that a person or entity, other than the owner, will obtain a right, title, or interest in a certificate issued (includes possible assignment)? _____ Yes. No.

Automatic premium loan provision elected? _____ Yes. No.

If 'Yes', overdue premium may be deducted from, and become a loan against, available cash value.

7. Payment Information.

Payer is: Proposed insured. Owner (if other than proposed insured.) Other (Complete Payer ID form.)
First premium payment provided by: Draft first premium via Pre-Authorized Check (PAC). Check/Money order (payable to Foresters.)
Subsequent premium payments made by (select one): PAC. Direct bill.
Payment mode (select one): Annually. Semi-annually. Quarterly. Monthly (PAC only.)

PAC banking information:

- Checking account. **Attach void check.**
 Savings account (no check available). If selected, complete the following:

Name of financial institution: _____			
Street address: _____			
City: _____	State: _____	Zip code: _____	
Transit number: _____	Account number: _____		

Does the payer want a specific draft date? _____ Yes. No.
If 'Yes', draft on the _____ day of the month (choose between the 1st and the 28th.)

The payer agrees that: 1. Foresters is authorized to draft deductions under the PAC plan from the account identified in the PAC banking information section or another account later identified or substituted by the payer. 2. The financial institution from which payments are to be drafted is authorized to treat each draft by Foresters as though it was made personally by the payer. 3. Foresters reserves the right to determine when the first deduction, if any, will be made and the amount of that deduction according to the certificate type issued. 4. This PAC plan is effective immediately and will continue until terminated, which either the payer or Foresters may do at any time by written notice to the other.

X _____
Payer's signature.

8. Agreements.

"I/Me" means individually each person identified in this Application as either the proposed insured or the owner. I, as evidenced by my signature in this Application, declare that I have read this Application. I was asked every question that applies to me and provided the answers shown, in this Application, to these questions. The statements, answers, and representations contained in this Application are full, complete, and true. All statements made in this Application shall be representations and not warranties. This Application, Foresters Instruments of Incorporation and its Constitution now in force or subsequently enacted shall form part of the entire contract with Foresters. No person, including a producer, has the authority to waive the disclosure of full, complete and truthful information or write down an answer to a question in this Application other than the answer provided to that person. The answers, statements and representations contained in this Application will influence the assessment and acceptance of this Application by Foresters. Failure to disclose all material facts may result in a loss of coverage and cancellation of the insurance contract. A material misrepresentation or untrue declaration may render the insurance contract issued, if any, voidable. All facts should be shown in this Application. The insurance contract issued, if at all, as a result of this Application, is conditional on there being no change in the insurability of the proposed insured between the date this Application was signed by the proposed insured and the issue date of that insurance contract. Changes or corrections made to this Application by Foresters, if any, are ratified by the owner if the insurance contract delivered, if any, is not returned during the cancellation period. No producer, medical examiner or any other person, except Foresters Executive Secretary or successor position, has power on behalf of Foresters to make, modify, or discharge an insurance contract. This Application and related documents may be sent to Foresters by electronic means, including but not limited to, email and facsimile transmission. Any person who knowingly and with intent to defraud Foresters, any other insurer, or other person(s), files an application for insurance or a 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 may subject such person to criminal and civil penalties.

9. Authorization To Obtain And Disclose Information.

This authorization is for the purpose of assessing (a) insurance coverage eligibility and (b) a claim, if any, for benefits. The proposed insured authorizes Foresters, its reinsurers and those who perform services for Foresters related to an application for insurance or a claim for benefits, to obtain information about him/her from any: physician, medical practitioner, hospital, clinic, or medical facility; employer; other insurer or institution; consumer reporting agency; pharmacy, pharmacy benefits manager or other pharmacy related services organization; or the Medical Information Bureau, Inc ('MIB, Inc.'). This includes obtaining records or other information available as to: past, current or future diagnosis, treatment and prognosis of a physical or mental condition; past, current or future drug, physical and mental health, and alcohol-related information that may be protected by federal or state laws and regulations. Foresters may make a brief report to MIB, Inc. about the proposed insured. Foresters or its authorized representatives may disclose information to: its reinsurers; those who perform services for Foresters related to an application for insurance or a claim for benefits; or those companies to which the proposed insured has applied or may apply to for life or health insurance, or benefits. Disclosure may be made when required or permitted by law and the disclosed information may no longer be protected by federal privacy laws. This authorization shall be the consent required, whether implied or express, written or oral, by applicable law(s), including Federal and state legislation and regulations regarding the collection, retention, usage and disclosure of information about or related to the proposed insured. This authorization is valid for two years from the date of this Application. Foresters or its authorized representatives may use an original document or a copy of this authorization to obtain information. This authorization may be revoked at any time by written notice to Foresters, except that action(s) taken before written revocation will not be affected. A copy of the Notice of Information Procedures has been provided to the proposed insured. It includes the MIB, Inc. and Fair Credit Reporting Notices. A copy of this authorization will be provided upon request.

10. Signature Section. (For purposes of sections 1 to 9. Review entire Application before signing.)

X _____
Proposed insured's signature.

X _____
Owner's signature (if other than proposed insured.)

Each person signed at: _____
(City, State.)

Each person signed on: _____
Date (mmm/dd/yyyy.)

11. Producer Certification.

I certify the following: I am not aware of undisclosed information about the health, habits or lifestyle of the proposed insured that might affect insurability. I complied with applicable regulatory requirements including those relating to the solicitation and sale of life insurance to active duty members of the United States military. Unless otherwise indicated in the Producer Report, I personally met with, and asked all questions as written in this Application to which an answer is shown, recorded those answers given to me by the proposed insured and owner, reviewed with each this Application before it was signed by that person, and reviewed the document(s) used to verify identity and birth date. This Application has not been altered in any way after the proposed insured and owner signed it. If applicable, I have disclosed that this Application will be transmitted to Foresters by electronic means and that this original Application will be destroyed after confirmation of successful transmission.

Will the certificate applied for be a replacement for or change existing insurance or an annuity? _____ Yes. No.

Producer's full name.

Producer number.

Producer's signature: **X** _____

Date (mmm/dd/yyyy) _____

The Independent Order of Foresters ("Foresters")
789 Don Mills Road.
Toronto, Canada M3C 1T9
A Fraternal Benefit Society.

U.S Mailing Address:
P.O. Box 179
Buffalo, NY 14201-0179

www.foresters.com
T. 800 828 1540



12. Notice of Information Procedures. (This section must be given to the proposed insured.)

For purposes of this Notice the following words and phrases are defined. The word "Application" means the Application for Individual Life Insurance to which this Notice relates. "Producer" means the licensed individual who signed that Application as the producer. "Foresters", "we", "our", and "us" mean The Independent Order of Foresters. "You" and "your" means the proposed insured. If you have questions, discuss them with your producer or contact us directly. Write to Foresters, Chief Underwriter 789 Don Mills Road Toronto, Canada M3C 1T9, or to our US Mailing Address at PO Box 179 Buffalo, NY 14201-0179.

Privacy - Personal information we obtain about you is confidential. As permitted by privacy laws, we may disclose information without further authorization to consumer reporting agencies hired to prepare consumer reports or consumer investigative reports, insurance companies to which you have applied for coverage or benefits, those providing services for us and those conducting bona fide actuarial, marketing or scientific studies or audits. We may also disclose information to your physician and The Medical Information Bureau ('MIB, Inc.'). You can make a written request to review personal information about you in our file. However, we will not disclose information to you that was prepared for an anticipated claim, civil or criminal proceeding. You may request correction of information which you believe to be inaccurate or irrelevant. Upon written request, we will provide more information about these procedures.

Medical and Personal Information - The Underwriting process evaluates information about you to see if you qualify for the requested insurance. Answers in the Application are our principal source of information. We may contact other sources, such as a doctor, clinic, hospital, other insurers, or a lending institution. In some cases, we may ask an independent agency to prepare a consumer report or an investigative consumer report about you. These reports may include information on your character and general reputation. They may also include personal characteristics, such as health, prescription history, finances, job and mode of living. The Federal Fair Credit Reporting Act gives you the right to make a written request, within a reasonable period of time, to receive additional information from Foresters about the nature and scope of an investigation. We will provide the contact information of any agency we ask to prepare such a report. You may contact the agency to learn about the contents or request a copy of the report. No adverse underwriting decision will be made based upon an individual's implied or confirmed sexual orientation or an individual's concern about or consultation for AIDS information.

The Medical Information Bureau (MIB, Inc.) - Information regarding your insurability will be treated as confidential. Foresters or its reinsurers may, however, make a brief report thereon to MIB, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is (50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or at (www.mib.com)). Foresters, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

13. Acknowledgement Of First Premium. (This section must be given to the owner.)

It is acknowledged that an amount of \$_____ was provided, by either check, money order or pre-authorized checking, to be applied as the first premium payment for the certificate issued, if any, in response to the Application for Individual Life insurance on the life of

Proposed insured's name.

This amount will be refunded, if collected by us, if no certificate is issued. The first premium amount may be adjusted based on the certificate type issued. There is no conditional or temporary insurance coverage even though an amount was provided, or collected, as the first premium payment.

Insurance will only come into effect on the issue date of the certificate issued, if any, and subject to the terms of that certificate, provided a) that first premium payment is honored when presented to the financial institution from which it is to be drafted, and b) the insurability of the proposed insured did not change between the date the Application was signed by the proposed insured and that issue date.

Producer's signature: **X** _____

Date (mmm/dd/yyyy) _____

SERFF Tracking Number: *FRCS-125958327* *State:* *Arkansas*
Filing Company: *The Independent Order of Foresters* *State Tracking Number:* *41245*
Company Tracking Number: *5091*
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single*
Product Name: *Final Expense Whole Life Filing*
Project Name/Number: *Foresters/64/64*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125958327 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number: 41245
Company Tracking Number: 5091
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Final Expense Whole Life Filing
Project Name/Number: Foresters/64/64

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

12/19/2008

Comments:

Attachments:

AR COC dist.pdf

Auth 2008.pdf

AR Complaint Notice.pdf

AR readability cert dist.pdf

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: The Independent Order of Foresters

Form Title(s): Whole Life Insurance Certificate (With a level death benefit)
Common Carrier Accidental Death Rider
Accidental Death Rider
Application

Form Number(s): WL-PRL-US01-2009
WL-CCADR-AR01-2009
WL-ADR-AR01-2009
770554 AR 11/08

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Albert Tiw F.S.A., F.C.I.A
Vice President, Product Solutions

December 18, 2008

Date

The Independent Order of Foresters
789 Don Mills Rd
Toronto, Canada M3C 1T9

U.S. Mailing
P.O. Box 179
Buffalo NY 14201-0179

www.foresters.com
T: 800 828 1540

Foresters™ is a trademark of The Independent Order of Foresters



March 6, 2008

To: The Insurance Commissioner

Authorization

This Authorization, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent The Independent Order of Foresters ('Foresters') in matters related to forms and rates before the Insurance Department.

This Authorization shall be valid for a period of one year and renewable for a like period at the end of each term until terminated by Foresters.

Company Name: The Independent Order Of Foresters

Signature: _____

Steve Ut

Name: _____

Steve Lintner

Title: _____

Director, Production Solutions
Group

*For information or service not available
through your field office or agent:*

CALL TOLL-FREE



1 - 800 - 828 - 1540

F A X

(416) 429 - 3896

OR

TO INITIATE A COMPLAINT

WRITE TO:

The Independent Order Of Foresters

Forester House:

789 Don Mills Road
Toronto, ON M3C 1T9

US Mailing Address:

P.O. Box 179
Buffalo, New York 14201-0179

*If you have been unable to contact or obtain satisfaction from
our organization or the agent, you may contact:*

Arkansas Insurance Department

Consumer Services
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

Telephone: (501) 371 - 2640
Toll - Free : (800) 852 - 5494
Fax : (501) 371 - 2618

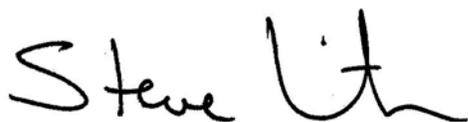
**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: The Independent Order of Foresters

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
WL-PRL-US01-2009	50.2
WL-CCADR-AR01-2009	*
WL-ADR-AR01-2009	*
770554 AR 11/08	*

**When combined with the certificate it scores a 50.*



Steve Lintner
Director, Business Analysis, Product
Solutions Group

December 23, 2008

Date