

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
 Filing Company: Gerber Life Insurance Company State Tracking Number: 43457  
 Company Tracking Number: THEA SHEPHERD  
 TOI: MS08I Individual Medicare Supplement - Sub-TOI: MS08I.001 Plan A 2010  
 Standard Plans 2010  
 Product Name: Medicare Supplement Standard Plans - 2010 - MTG20-22171  
 Project Name/Number: Medicare Supplement Standard Plans - 2010 /MTG20-22171

## Filing at a Glance

Company: Gerber Life Insurance Company

Product Name: Medicare Supplement Standard SERFF Tr Num: MUTM-126292569 State: Arkansas  
 Plans - 2010 - MTG20-22171

TOI: MS08I Individual Medicare Supplement - Standard Plans 2010 SERFF Status: Closed-Approved- Closed State Tr Num: 43457

Sub-TOI: MS08I.001 Plan A 2010

Co Tr Num: THEA SHEPHERD

State Status: Approved-Closed

Filing Type: Form/Rate

Reviewer(s): Stephanie Fowler

Authors: Shelly Kaipust, Stacey

Disposition Date: 10/27/2009

Payton, Jan Serafini, Thea

Shepherd, Kurt Vangreen, Mary

Gregg, Krysia Gannon, Melanie

Schultz, Robyn Gonzales, Joanne

Najdzin, Kristin Miller, Sarah

Duncan, Luther Mardock, Neil

Sandhoefner

Date Submitted: 09/03/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Medicare Supplement Standard Plans - 2010

Status of Filing in Domicile: Not Filed

Project Number: MTG20-22171

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/27/2009

Explanation for Other Group Market Type:

State Status Changed: 10/27/2009

Deemer Date:

Created By: Mary Gregg

Submitted By: Mary Gregg

Corresponding Filing Tracking Number:

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
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**Filing Description:**

RE: Gerber Life Insurance Company  
 NAIC # 4483-70939 FEIN 13-2611847  
 Individual Medicare Supplement Insurance  
 Policy Forms MTG20-22171, MTG24-22172 and MTG25-22173  
 Outline of Coverage Forms CP12, RP12.1.T03-AR, DP2.T03-AR and BC12  
 Actuarial Memorandum and Rate Schedules

Enclosed for filing with your Department are copies of the following individual 2010 Standardized Medicare Supplement Benefit Plans. These forms were developed for compliance with the amended NAIC Medigap model as required by the federal Medicare Improvements for Patients & Providers Act of 2008 (MIPPA).

FORM NUMBER.....	DESCRIPTION.....	RATE SCHEDULE
MTG20-22171.....	Medicare Supplement Insurance Policy (Plan A).....	MTG20 AR Base Rate 07/22/2009 0001
MTG24-22172.....	Medicare Supplement Insurance Policy (Plan F).....	MTG24 AR Base Rate 07/22/2009 0001
MTG25-22173.....	Medicare Supplement Insurance Policy (Plan G).....	MTG25 AR Base Rate 07/22/2009 0001
CP12.....	Outline of Coverage Cover Page.....	Not Applicable
RP12.1.T03-AR.....	Outline of Coverage Rate Page (Agency & Direct Response)...	Not Applicable
DP2.T03-AR.....	Outline of Coverage Disclosure Page.....	Not Applicable
BC12.....	Outline of Coverage Benefit Charts.....	Not Applicable

These new 2010 plan forms will be used for new business sales with a coverage effective date of June 1, 2010, or later. As of June 1, 2010, we will cease to market our 1990 Standardized Medicare Supplement Benefit Plans approved by your Department on August 5, 2009.

The new 2010 plans are identical to the previously approved 1990 plans except they include all 2010 Plan changes, including the new Hospice Care Benefit. Additionally, we have made the following language updates:

- The word "Traditional" was added to the Medicare definition;
- Language was added to the Termination section to address replacement by another Medicare supplement policy;
- The Reinstatement provision was brought into compliance with the model regulation by removing the 10-day waiting period for loss due to a sickness.

Previously approved application T03-2010-03, approved on August 5, 2009, will be used to apply for these revised Medicare supplement plans. No changes have been made to the application except to reflect the 2010 policy form number changes. Solicitation of the Medicare Supplement policies will be conducted by our career agents, independent brokers/producers and through direct-to-consumer marketing.



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 Standard Plans 2010  
 Product Name: Medicare Supplement Standard Plans - 2010 - MTG20-22171  
 Project Name/Number: Medicare Supplement Standard Plans - 2010 /MTG20-22171

## Company and Contact

### Filing Contact Information

Thea Shepherd, Policy Drafting and Regulatory thea.shepherd@mutualofomaha.com  
 Specialist  
 Regulatory Affairs 402-351-4020 [Phone]  
 Mutual of Omaha Plaza 402-351-5298 [FAX]  
 Omaha, NE 68175

### Filing Company Information

Gerber Life Insurance Company CoCode: 70939 State of Domicile: New York  
 1311 Mamaroneck Avenue Group Code: 4483 Company Type: Life & Health  
 White Plains, NY 10605 Group Name: State ID Number:  
 (914) 272-4000 ext. [Phone] FEIN Number: 13-2611847

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$380.00  
 Retaliatory? No  
 Fee Explanation: 3 policies x \$50 = \$150.00  
 4 outlines x \$20 = \$80.00  
 3 rates x \$50 = \$150.00  
 total = \$380.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gerber Life Insurance Company	\$380.00	09/03/2009	30335858

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Stephanie Fowler	10/27/2009	10/27/2009

### 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	Stephanie Fowler	10/15/2009	10/15/2009	Kryisia Gannon	10/21/2009	10/21/2009

*SERFF Tracking Number:* MUTM-126292569      *State:* Arkansas  
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Standard Plans 2010  
*Product Name:* Medicare Supplement Standard Plans - 2010 - MTG20-22171  
*Project Name/Number:* Medicare Supplement Standard Plans - 2010 /MTG20-22171

## **Disposition**

Disposition Date: 10/27/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
 Filing Company: Gerber Life Insurance Company State Tracking Number: 43457  
 Company Tracking Number: THEA SHEPHERD  
 TOI: MS081 Individual Medicare Supplement - Sub-TOI: MS081.001 Plan A 2010  
 Standard Plans 2010  
 Product Name: Medicare Supplement Standard Plans - 2010 - MTG20-22171  
 Project Name/Number: Medicare Supplement Standard Plans - 2010 /MTG20-22171

Schedule	Schedule Item	Schedule Item Status	Public Access
<b>Supporting Document</b>	Flesch Certification	Accepted for Informational Purposes	Yes
<b>Supporting Document</b>	Application	Approved	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Accepted for Informational Purposes	No
<b>Supporting Document</b>	Outline of Coverage	Approved	Yes
<b>Supporting Document</b>	AR Fee Schedule Certification	Accepted for Informational Purposes	Yes
<b>Form (revised)</b>	Medicare Supplement Insurance Policy Plan A	Approved	Yes
<b>Form</b>	Medicare Supplement Insurance Policy Plan A	Disapproved	Yes
<b>Form (revised)</b>	Medicare Supplement Insurance Policy Plan F	Approved	Yes
<b>Form</b>	Medicare Supplement Insurance Policy Plan F	Disapproved	Yes
<b>Form (revised)</b>	Medicare Supplement Insurance Policy Plan G	Approved	Yes
<b>Form</b>	Medicare Supplement Insurance Policy Plan G	Disapproved	Yes
<b>Form</b>	Outline of Coverage Cover Page	Approved	Yes
<b>Form</b>	Outline of Coverage Rate Page (Agency & Direct Response)	Approved	Yes
<b>Form</b>	Outline of Coverage Disclosure Page	Approved	Yes
<b>Form</b>	Outline of Coverage Benefit Charts	Approved	Yes
<b>Rate</b>	MTG20 AR Base Rate 07/22/2009 0001	Approved	Yes
<b>Rate</b>	MTG24 AR Base Rate 07/22/2009 0001	Approved	Yes
<b>Rate</b>	MTG25 AR Base Rate 07/22/2009 0001	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/15/2009  
Submitted Date 10/15/2009  
Respond By Date 11/16/2009

Dear Thea Shepherd,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Medicare Supplement Insurance Policy Plan A, MTG20-22171 (Form)
- Medicare Supplement Insurance Policy Plan F, MTG24-22172 (Form)
- Medicare Supplement Insurance Policy Plan G, MTG25-22173 (Form)

Comment: Please remove the third sentence of the "Premium Changes" section. This statement does not accurately reflect when the company can increase the rates and can be misleading to the insured.

Please feel free to contact me if you have questions.

Sincerely,

Stephanie Fowler

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/21/2009  
Submitted Date 10/21/2009

Dear Stephanie Fowler,

### Comments:

October 21, 2009

Arkansas Department of Insurance  
Attn: Compliance - Life & Health  
1200 West Third Street  
Little Rock, AR 72201-1904

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
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RE: Gerber Life Insurance Company  
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Outline of Coverage Forms CP12, RP12.1.T03-AR, DP2.T03-AR and BC12  
Actuarial Memorandum and Rate Schedules  
SERFF Tracking # MUTM-126292569  
State Tracking # 43457

Dear Ms. Fowler:

## Response 1

Comments: Thank you for your review of the above captioned submission. This letter is in response to your Objection Letter received via SERFF dated October 15, 2009.

Please remove the third sentence in the "Premium Changes" section. This statement does not accurately reflect when the company can increase the rates and can be misleading to the insured.

Per your request, the sentence "The premium change can occur on any Policy Renewal Date." has been removed from the Premium changes provision on the face page of the policies.

Your continued review, consideration and approval of this filing will be most appreciated. If I may be of additional assistance as you complete your review, please do not hesitate to contact me. Thank you.

### Related Objection 1

Applies To:

- Medicare Supplement Insurance Policy Plan A, MTG20-22171 (Form)
- Medicare Supplement Insurance Policy Plan F, MTG24-22172 (Form)
- Medicare Supplement Insurance Policy Plan G, MTG25-22173 (Form)

Comment:

Please remove the third sentence of the "Premium Changes" section. This statement does not accurately reflect when the company can increase the rates and can be misleading to the insured.

### Changed Items:

No Supporting Documents changed.

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**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Medicare Supplement Insurance Policy Plan A22171	MTG20-		Policy/Contract/Fraternal Certificate	Initial		0.000	(rev)MTG20-22171 Plan A (AR).pdf, P OL SCHED-- PLAN A.pdf

**Previous Version**

Medicare Supplement Insurance Policy Plan A22171	MTG20-		Policy/Contract/Fraternal Certificate	Initial		0.000	MTG20-22171 Plan A (AR).pdf, P OL SCHED-- PLAN A.pdf
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Medicare Supplement Insurance Policy Plan F 22172	MTG24-		Policy/Contract/Fraternal Certificate	Initial		0.000	(rev)MTG24-22172 Plan F (AR).pdf, P OL SCHED-- PLAN F.pdf
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**Previous Version**

Medicare Supplement Insurance Policy Plan F22172	MTG24-		Policy/Contract/Fraternal Certificate	Initial		0.000	MTG24-22172 Plan F (AR).pdf, P
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 Project Name/Number: Medicare Supplement Standard Plans - 2010 /MTG20-22171

Medicare Supplement Insurance Policy Plan G	MTG25-22173	Policy/Contract/Fraternal Certificate	Initial	0.000	OL SCHED-- PLAN F.pdf (rev)MTG 25-22173 Plan G (AR).pdf,P OL SCHED-- PLAN G.pdf
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**Previous Version**

Medicare Supplement Insurance Policy Plan G	MTG25-22173	Policy/Contract/Fraternal Certificate	Initial	0.000	MTG25- 22172 Plan G (AR).pdf,P OL SCHED-- PLAN G.pdf
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No Rate/Rule Schedule items changed.

Sincerely,

Thea Shepherd  
 Product and Advertising Compliance Analyst  
 Regulatory Affairs  
 Phone: 402-351-4020  
 Fax: 402-351-5298  
 E-mail: thea.shepherd@mutualofomaha.com

Sincerely,

Jan Serafini, Joanne Najdzin, Kristin Miller, Krysia Gannon, Kurt Vangreen, Luther Mardock, Mary Gregg, Melanie Schultz, Neil Sandhoefner, Robyn Gonzales, Sarah Duncan, Shelly Kaipust, Stacey Payton, Thea Shepherd

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## Form Schedule

### Lead Form Number: MTG20-22171

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 10/27/2009	MTG20-22171	Policy/Contract Certificate	Medicare Supplement Insurance Policy Plan A	Initial		0.000	(rev)MTG20-22171 Plan A (AR).pdf POL SCHED-PLAN A.pdf
Approved 10/27/2009	MTG24-22172	Policy/Contract Certificate	Medicare Supplement Insurance Policy Plan F	Initial		0.000	(rev)MTG24-22172 Plan F (AR).pdf POL SCHED-PLAN F.pdf
Approved 10/27/2009	MTG25-22173	Policy/Contract Certificate	Medicare Supplement Insurance Policy Plan G	Initial		0.000	(rev)MTG25-22173 Plan G (AR).pdf POL SCHED-PLAN G.pdf
Approved 10/27/2009	CP12	Outline of Coverage	Outline of Coverage Cover Page	Initial		0.000	CP12 (Outline Cover page).pdf
Approved 10/27/2009	RP12.1.T03-AR	Outline of Coverage	Outline of Coverage Rate Page (Agency & Direct Response)	Initial		0.000	RP12.1.T03-AR (Outline Rate Page).pdf
Approved 10/27/2009	DP2.T03-AR	Outline of Coverage	Outline of Coverage Disclosure Page	Initial		0.000	DP2.T03-AR (Outline Disclosure Page).pdf
Approved 10/27/2009	BC12	Outline of Coverage	Outline of Coverage Benefit Charts	Initial		0.000	BC12 (Outline Benefit Charts).pdf

**GERBER LIFE INSURANCE COMPANY**

1311 Mamaroneck Avenue  
WHITE PLAINS, NY 10605

**MEDICARE SUPPLEMENT INSURANCE POLICY**

**PLAN A**

**CONSIDERATION**

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

**30-DAY RIGHT TO EXAMINE POLICY**

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

**PLEASE READ YOUR APPLICATION**

**Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.**

**GUARANTEED RENEWABLE FOR LIFE**

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

**PREMIUM CHANGES**

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. We will give you the advance written notice required by your state prior to any premium change.

**This Is a Legal Contract Between You and Us.**

**READ YOUR POLICY CAREFULLY.**

**NOTICE TO BUYER:**

**THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.**

**This Is a Non-Participating Policy.**

**To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:**

**Customer Service [1-XXX-XXX-XXXX]**

**Claims Service [1-XXX-XXX-XXXX]**



**President**



**Secretary**

Administrative Office:  
Gerber Life Insurance Company  
[3316 Farnam Street  
Omaha, NE 68175]

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## DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

**Benefit Period** means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

**Hospital** means a place defined as a hospital and approved for payment as a hospital by Medicare.

**Injury** means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

**Material Misrepresentation** means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

**Medicare** means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

**Medicare Eligible Expenses** mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

**Physician** means a physician as defined by Medicare.

**Policy Date** means the date coverage starts under this policy as shown on the policy schedule.

**Policy Renewal Date** means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

**Sickness** means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

**We, Us or Our** means Gerber Life Insurance Company.

**You or Your** means the person named as the Insured on the policy schedule.

## **BASIC CORE BENEFITS**

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

### **Inpatient Hospital Confinement Benefits (Medicare Part A)**

**Coinsurance Benefit:** We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

**Lifetime Reserve Days Benefit:** We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

**Medicare Exhaustion Benefit:** After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay 100% of the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

### **Blood Deductible Benefit (Medicare Part A or Part B)**

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

### **Medicare Part B Coinsurance Benefit**

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

### **Hospice Care Benefit**

We will pay the copayment/coinsurance amount for all Part A Medicare eligible hospice care and respite care expenses.

## **AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE**

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

## **EXTENSION OF BENEFITS**

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss. Receipt of Medicare Part D outpatient prescription drug benefits will not be considered in determining a continuous loss.

## **SUSPENSION OF COVERAGE**

### **Suspension Available During Medicaid Entitlement**

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstatement of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

### **Suspension Available While Covered Under a Group Health Plan**

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstatement of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

## **TERMINATION**

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the date this policy is replaced by another Medicare supplement or Medicare Select policy (in which case the grace period will not apply);
- (c) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (d) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

## **EXCLUSIONS**

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, take-home drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

## **CLAIMS FILING PROCEDURES**

### **Notice of Claim**

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

**Electronic Claim Filing Process:** Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will

accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

### **Claim Forms**

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

### **Proof of Loss**

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

## **TIME OF PAYMENT OF CLAIMS**

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

## **PAYMENT OF CLAIMS**

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

## **TERM OF COVERAGE**

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

## **POLICY PROVISIONS**

### **Entire Contract and Changes**

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

### **Time Limit on Certain Defenses**

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

### **Grace Period**

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

### **Reinstatement**

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

### **Physical Examinations and Autopsy**

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

### **Legal Actions**

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

### **Other Insurance with Us**

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

### **Unpaid Premium**

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

**Non-Participating**

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

**Conformity with State Statutes**

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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**POLICY SCHEDULE**

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<b>POLICY NUMBER</b> MTG20-[000000-00M]	<b>POLICY DATE</b> [1-1-10]	<b>FIRST RENEWAL DATE</b> [1-1-11]
<b>INITIAL PREMIUM</b> [\$0,000.00]	<b>RENEWAL PREMIUM</b> [\$0,000.00**]	[Annual, Semiannual, Quarterly, Monthly]
<b>POLICY BENEFIT</b>	<b>SERIES [22171]</b>	

AS SPECIFIED IN THE POLICY

**INSURED**

[James J. Jones]  
[123 Main Street]  
[Anytown, AR 00000]

**INITIAL PREMIUM** \$[0,000.00]

**MGR** [Don Jones]  
[J Brown 09999]

**ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW**  
**(NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)**

\*\*Renewal Premium Subject To Change

**CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]**  
**OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]**

MTG20-22171

**GERBER LIFE INSURANCE COMPANY**

1311 Mamaroneck Avenue  
WHITE PLAINS, NY 10605

**MEDICARE SUPPLEMENT INSURANCE POLICY**

**PLAN F**

**CONSIDERATION**

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

**30-DAY RIGHT TO EXAMINE POLICY**

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

**PLEASE READ YOUR APPLICATION**

**Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.**

**GUARANTEED RENEWABLE FOR LIFE**

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

**PREMIUM CHANGES**

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. We will give you the advance written notice required by your state prior to any premium change.

**This Is a Legal Contract Between You and Us.**

**READ YOUR POLICY CAREFULLY.**

**NOTICE TO BUYER:**

**THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.**

**This Is a Non-Participating Policy.**

**To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:**

**Customer Service [1-XXX-XXX-XXXX]**

**Claims Service [1-XXX-XXX-XXXX]**



President



Secretary

Administrative Office:  
Gerber Life Insurance Company  
[3316 Farnam Street  
Omaha, NE 68175]

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## DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

**Accept(s) Assignment** means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

**Benefit Period** means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

**Emergency Care** means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

**Hospital** means a place defined as a hospital and approved for payment as a hospital by Medicare.

**Injury** means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

**Material Misrepresentation** means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

**Medicare** means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

**Medicare Eligible Expenses** mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

**Physician** means a physician as defined by Medicare.

**Policy Date** means the date coverage starts under this policy as shown on the policy schedule.

**Policy Renewal Date** means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

**Sickness** means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

**We, Us or Our** means Gerber Life Insurance Company.

**You or Your** means the person named as the Insured on the policy schedule.

## **BASIC CORE BENEFITS**

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

### **Inpatient Hospital Confinement Benefits (Medicare Part A)**

**Coinsurance Benefit:** We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

**Lifetime Reserve Days Benefit:** We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

**Medicare Exhaustion Benefit:** After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay 100% of the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

### **Blood Deductible Benefit (Medicare Part A or Part B)**

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

### **Medicare Part B Coinsurance Benefit**

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

### **Hospice Care Benefit**

We will pay the copayment/coinsurance amount for all Part A Medicare eligible hospice care and respite care expenses.

## **PLAN F ADDITIONAL BENEFITS**

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan F as follows. Plan F Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

### **Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)**

When you are confined in a Hospital as an inpatient, we will pay 100% of the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

### **Skilled Nursing Facility Confinement Benefit (Medicare Part A)**

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

### **Medicare Part B Deductible Benefit**

We will pay 100% of the Medicare Part B deductible amount due each calendar year for Part B Medicare Eligible Expenses incurred.

### **Medicare Part B Excess Charges Benefit**

We will pay 100% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

### **Emergency Care in a Foreign Country Benefit**

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

## **AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE**

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

## **EXTENSION OF BENEFITS**

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss. Receipt of Medicare Part D outpatient prescription drug benefits will not be considered in determining a continuous loss.

## **SUSPENSION OF COVERAGE**

### **Suspension Available During Medicaid Entitlement**

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstatement of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

### **Suspension Available While Covered Under a Group Health Plan**

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstatement of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

## TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the date this policy is replaced by another Medicare supplement or Medicare Select policy (in which case the grace period will not apply);
- (c) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (d) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

## EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, take-home drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

## CLAIMS FILING PROCEDURES

### Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

**Electronic Claim Filing Process:** Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

## **Claim Forms**

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

## **Proof of Loss**

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

## **TIME OF PAYMENT OF CLAIMS**

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

## **PAYMENT OF CLAIMS**

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

## **TERM OF COVERAGE**

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

## **POLICY PROVISIONS**

### **Entire Contract and Changes**

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

### **Time Limit on Certain Defenses**

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

### **Grace Period**

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

### **Reinstatement**

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

### **Physical Examinations and Autopsy**

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

### **Legal Actions**

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

### **Other Insurance with Us**

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

### **Unpaid Premium**

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

### **Non-Participating**

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

**Conformity with State Statutes**

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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**POLICY SCHEDULE**

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<b>POLICY NUMBER</b>	<b>POLICY DATE</b>	<b>FIRST RENEWAL DATE</b>
MTG24-[000000-00M]	[1-1-10]	[1-1-11]
<b>INITIAL PREMIUM</b>	<b>RENEWAL PREMIUM</b>	
[\$0,000.00]	[\$0,000.00**]	[Annual, Semiannual, Quarterly, Monthly]
<b>POLICY BENEFIT</b>	<b>SERIES</b>	
	[22172]	

AS SPECIFIED IN THE POLICY

**INSURED**

[James J. Jones]  
[123 Main Street]  
[Anytown, AR 00000]

**INITIAL PREMIUM** \$[0,000.00]

**MGR** [Don Jones]  
[J Brown 09999]

**ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW**  
**(NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)**

\*\*Renewal Premium Subject To Change

**CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]**  
**OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]**

MTG24-22172

**GERBER LIFE INSURANCE COMPANY**

1311 Mamaroneck Avenue  
WHITE PLAINS, NY 10605

**MEDICARE SUPPLEMENT INSURANCE POLICY**

**PLAN G**

**CONSIDERATION**

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

**30-DAY RIGHT TO EXAMINE POLICY**

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

**PLEASE READ YOUR APPLICATION**

**Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.**

**GUARANTEED RENEWABLE FOR LIFE**

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

**PREMIUM CHANGES**

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. We will give you the advance written notice required by your state prior to any premium change.

**This Is a Legal Contract Between You and Us.**

**READ YOUR POLICY CAREFULLY.**

**NOTICE TO BUYER:**

**THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.**

**This Is a Non-Participating Policy.**

**To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:**

**Customer Service [1-XXX-XXX-XXXX]**

**Claims Service [1-XXX-XXX-XXXX]**



**President**



**Secretary**

Administrative Office:  
Gerber Life Insurance Company  
[3316 Farnam Street  
Omaha, NE 68175]

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## DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

**Accept(s) Assignment** means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

**Benefit Period** means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

**Emergency Care** means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

**Hospital** means a place defined as a hospital and approved for payment as a hospital by Medicare.

**Injury** means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

**Material Misrepresentation** means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

**Medicare** means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

**Medicare Eligible Expenses** mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

**Physician** means a physician as defined by Medicare.

**Policy Date** means the date coverage starts under this policy as shown on the policy schedule.

**Policy Renewal Date** means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

**Sickness** means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

**We, Us or Our** means Gerber Life Insurance Company.

**You or Your** means the person named as the Insured on the policy schedule.

## **BASIC CORE BENEFITS**

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

### **Inpatient Hospital Confinement Benefits (Medicare Part A)**

**Coinsurance Benefit:** We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

**Lifetime Reserve Days Benefit:** We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

**Medicare Exhaustion Benefit:** After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay 100% of the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

### **Blood Deductible Benefit (Medicare Part A or Part B)**

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

### **Medicare Part B Coinsurance Benefit**

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

### **Hospice Care Benefit**

We will pay the copayment/coinsurance amount for all Part A Medicare eligible hospice care and respite care expenses.

## **PLAN G ADDITIONAL BENEFITS**

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan G as follows. Plan G Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

### **Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)**

When you are confined in a Hospital as an inpatient, we will pay 100% of the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

### **Skilled Nursing Facility Confinement Benefit (Medicare Part A)**

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

### **Medicare Part B Excess Charges Benefit**

We will pay 100% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

### **Emergency Care in a Foreign Country Benefit**

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

## **AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE**

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

## **EXTENSION OF BENEFITS**

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss. Receipt of Medicare Part D outpatient prescription drug benefits will not be considered in determining a continuous loss.

## **SUSPENSION OF COVERAGE**

### **Suspension Available During Medicaid Entitlement**

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstatement of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

### **Suspension Available While Covered Under a Group Health Plan**

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstatement of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

## **TERMINATION**

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the date this policy is replaced by another Medicare supplement or Medicare Select policy (in which case the grace period will not apply);

- (c) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (d) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. Termination of coverage will not affect any claim originating while this policy was in force.

## **EXCLUSIONS**

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, take-home drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

## **CLAIMS FILING PROCEDURES**

### **Notice of Claim**

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

**Electronic Claim Filing Process:** Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

### **Claim Forms**

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

### **Proof of Loss**

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the

claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

## **TIME OF PAYMENT OF CLAIMS**

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

## **PAYMENT OF CLAIMS**

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

## **TERM OF COVERAGE**

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

## **POLICY PROVISIONS**

### **Entire Contract and Changes**

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

### **Time Limit on Certain Defenses**

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

### **Grace Period**

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

## **Reinstatement**

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

## **Physical Examinations and Autopsy**

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

## **Legal Actions**

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

## **Other Insurance with Us**

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

## **Unpaid Premium**

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

## **Non-Participating**

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

## **Conformity with State Statutes**

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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**POLICY SCHEDULE**

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<b>POLICY NUMBER</b> MTG25-[000000-00M]	<b>POLICY DATE</b> [1-1-10]	<b>FIRST RENEWAL DATE</b> [1-1-11]
<b>INITIAL PREMIUM</b> [\$0,000.00]	<b>RENEWAL PREMIUM</b> [\$0,000.00**]	[Annual, Semiannual, Quarterly, Monthly]
<b>POLICY BENEFIT</b>	<b>SERIES</b> [22173]	

AS SPECIFIED IN THE POLICY

**INSURED**

[James J. Jones]  
[123 Main Street]  
[Anytown, AR 00000]

**INITIAL PREMIUM** \$[0,000.00]

**MGR** [Don Jones]  
[J Brown 09999]

**ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW**  
**(NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)**

\*\*Renewal Premium Subject To Change

**CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]**  
**OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]**

MTG25-22173

**GERBER LIFE INSURANCE COMPANY**  
**OUTLINE OF MEDICARE SUPPLEMENT COVERAGE – COVER PAGE**  
**BENEFIT PLANS A, F AND G**

These charts show the benefits included in each of the standard Medicare supplement plans. Every company must make available Plan "A." Some plans may not be available in your state. See Outlines of Coverage sections for details about ALL plans. Plans E, H, I, and J are no longer available for sale.

**Basic Benefits:**

Hospitalization: Part A coinsurance plus coverage for 365 additional days after Medicare benefits end.  
 Medical Expenses: Part B coinsurance (generally 20% of Medicare-approved expenses) or copayments for hospital outpatient services. Plans K, L, and N require insureds to pay a portion of Part B coinsurance or copayments.  
 Blood: First 3 pints of blood each year.  
 Hospice: Part A coinsurance.

A	B	C	D	F	F*	G	K	L	M	N
Basic, including 100% Part B co-insurance *		Basic, including 100% Part B co-insurance	Hospitalization and preventive care paid at 100%; other basic benefits paid at 50%	Hospitalization and preventive care paid at 100%; other basic benefits paid at 75%	Basic, including 100% Part B co-insurance	Basic, including 100% Part B co-insurance, except up to \$20 copayment for office visit, and up to \$50 copayment for ER				
		Skilled Nursing Facility Co-insurance	Skilled Nursing Facility Co-insurance	Skilled Nursing Facility Co-insurance		Skilled Nursing Facility Co-insurance	50% Skilled Nursing Facility Coinsurance	75% Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Co-insurance	Skilled Nursing Facility Coinsurance
	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible		Part A Deductible	50% Part A Deductible	75% Part A Deductible	50% Part A Deductible	Part A Deductible
		Part B Deductible		Part B Deductible						
				Part B Excess (100%)		Part B Excess (100%)				
		Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency		Foreign Travel Emergency			Foreign Travel Emergency	Foreign Travel Emergency
							Out-of-pocket limit \$4,620; paid at 100% after limit reached	Out-of-pocket limit \$2,310; paid at 100% after limit reached		

\*Plan F also has an option called a high deductible Plan F. This high deductible plan pays the same benefits as Plan F after one has paid a calendar year \$2,000 deductible. Benefits from high deductible Plan F will not begin until out-of-pocket expenses exceed \$2,000. Out-of-pocket expenses for this deductible are expenses that would ordinarily be paid by the policy/certificate. These expenses include the Medicare deductibles for Part A and Part B, but do not include the plans' separate foreign travel emergency deductible.

**ZIP CODES: 716-719, 722-729**

**NON-TOBACCO MONTHLY RATES (BANK SERVICE PLAN)**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 83.74	Attained Age 65 & Over	\$ 118.76	Attained Age 65 & Over	\$ 101.36

**NON-TOBACCO QUARTERLY RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 251.21	Attained Age 65 & Over	\$ 356.27	Attained Age 65 & Over	\$ 304.07

**NON-TOBACCO SEMIANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 502.43	Attained Age 65 & Over	\$ 712.53	Attained Age 65 & Over	\$ 608.13

**NON-TOBACCO ANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 1,004.85	Attained Age 65 & Over	\$ 1,425.06	Attained Age 65 & Over	\$1,216.26

**ZIP CODES: 716-719, 722-729**

**TOBACCO MONTHLY RATES (BANK SERVICE PLAN)**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 96.25	Attained Age 65 & Over	\$ 136.50	Attained Age 65 & Over	\$ 116.50

**TOBACCO QUARTERLY RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 288.75	Attained Age 65 & Over	\$ 409.50	Attained Age 65 & Over	\$ 349.50

**TOBACCO SEMIANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 577.50	Attained Age 65 & Over	\$ 819.00	Attained Age 65 & Over	\$ 699.00

**TOBACCO ANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 1,155.00	Attained Age 65 & Over	\$ 1,638.00	Attained Age 65 & Over	\$1,398.00

**NON-TOBACCO MONTHLY RATES (BANK SERVICE PLAN)**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 93.79	Attained Age 65 & Over	\$ 133.01	Attained Age 65 & Over	\$ 133.52

**NON-TOBACCO QUARTERLY RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 281.36	Attained Age 65 & Over	\$ 399.02	Attained Age 65 & Over	\$ 340.55

**NON-TOBACCO SEMIANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 562.72	Attained Age 65 & Over	\$ 798.04	Attained Age 65 & Over	\$ 681.11

**NON-TOBACCO ANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 1,125.43	Attained Age 65 & Over	\$ 1,596.07	Attained Age 65 & Over	\$1,362.21

**TOBACCO MONTHLY RATES (BANK SERVICE PLAN)**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 107.80	Attained Age 65 & Over	\$ 152.88	Attained Age 65 & Over	\$ 130.48

**TOBACCO QUARTERLY RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 323.40	Attained Age 65 & Over	\$ 458.64	Attained Age 65 & Over	\$ 391.44

**TOBACCO SEMIANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 646.80	Attained Age 65 & Over	\$ 917.28	Attained Age 65 & Over	\$ 782.88

**TOBACCO ANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 1,293.60	Attained Age 65 & Over	\$ 1,834.56	Attained Age 65 & Over	\$1,565.76

**NON-TOBACCO MONTHLY RATES (BANK SERVICE PLAN)**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 103.00	Attained Age 65 & Over	\$ 146.07	Attained Age 65 & Over	\$ 124.67

**NON-TOBACCO QUARTERLY RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 308.99	Attained Age 65 & Over	\$ 438.21	Attained Age 65 & Over	\$ 374.00

**NON-TOBACCO SEMIANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 617.99	Attained Age 65 & Over	\$ 876.41	Attained Age 65 & Over	\$ 748.00

**NON-TOBACCO ANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 1,235.97	Attained Age 65 & Over	\$ 1,752.82	Attained Age 65 & Over	\$1,496.00

**TOBACCO MONTHLY RATES (BANK SERVICE PLAN)**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 118.39	Attained Age 65 & Over	\$ 167.90	Attained Age 65 & Over	\$ 143.30

**TOBACCO QUARTERLY RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 355.16	Attained Age 65 & Over	\$ 503.69	Attained Age 65 & Over	\$ 429.89

**TOBACCO SEMIANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 710.33	Attained Age 65 & Over	\$ 1,007.37	Attained Age 65 & Over	\$ 859.77

**TOBACCO ANNUAL RATES**

<b>Policy Form MTG20 (Plan A)</b>		<b>Policy Form MTG24 (Plan F)</b>		<b>Policy Form MTG25 (Plan G)</b>	
Attained Age 65 & Over	\$ 1,420.65	Attained Age 65 & Over	\$ 2,014.74	Attained Age 65 & Over	\$1,719.54

### **Disclosures**

Use this outline to compare benefits and premiums among policies.

This outline shows benefits and premiums of policies sold for effective dates on or after June 1, 2010. Policies sold for effective dates prior to June 1, 2010 have different benefits and premiums. Plans E, H, I, and J are no longer available for sale.

### **Premium Information**

We, Gerber Life, can only raise your premium if we raise the premium for all the policies like yours in the same geographic area of the state where you live.

### **Read Your Policy Very Carefully**

This is only an outline describing your policy's most important features. The policy is your insurance contract. You must read the policy itself to understand all of the rights and duties of both you and your insurance company.

### **Right to Return Policy**

If you find that you are not satisfied with your policy, you may return it to Gerber Life Insurance Company at our administrative office, 3316 Farnam Street, Omaha, NE 68175. If you send the policy back to us within 30 days after you receive it, we will treat the policy as if it had never been issued and return all of your payments.

### **Policy Replacement**

If you are replacing another health insurance policy, do NOT cancel it until you have actually received your new policy and are sure you want to keep it.

### **Notice**

The policy may not fully cover all of your medical costs. Neither Gerber Life nor its agents are connected with Medicare. This outline of coverage does not give all the details of Medicare coverage. Contact your local Social Security office or consult "Medicare & You" for more details.

### **Complete Answers Are Very Important**

When you fill out the application for the new policy, be sure to answer truthfully and completely all questions about your medical and health history. The Company may cancel your policy and refuse to pay any claims if you leave out or falsify important medical information. Review the application carefully before you sign it. Be certain that all information has been properly recorded.

**PLAN A**  
**MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD**

\*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

Services	Medicare Pays	Plan A Pays	You Pay
<b>HOSPITALIZATION*</b> Semiprivate room and board, general nursing and miscellaneous services and supplies First 60 days	All but \$1,068	\$0	\$1,068 (Part A Deductible)
61 <sup>st</sup> through 90 <sup>th</sup> day	All but \$267 a day	\$267 a day	\$0
91 <sup>st</sup> day and after: While using 60 lifetime reserve days	All but \$534 a day	\$534 a day	\$0
Once lifetime reserve days are used: Additional 365 days	\$0	100% of Medicare Eligible Expenses	\$0**
Beyond the additional 365 days	\$0	\$0	All costs
<b>SKILLED NURSING FACILITY CARE*</b> You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare approved facility within 30 days after leaving the hospital. First 20 days	All approved amounts	\$0	\$0
21 <sup>st</sup> through 100 <sup>th</sup> day	All but \$133.50 a day	\$0	Up to \$133.50 a day
101 <sup>st</sup> day and after	\$0	\$0	All costs
<b>BLOOD</b> First 3 pints	\$0	3 pints	\$0
Additional amounts	100%	\$0	\$0
<b>HOSPICE CARE</b> You must meet Medicare's requirements, including a doctor's certification of terminal illness.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/coinsurance	\$0

\*\*NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy/certificate's "Core Benefits."

During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

**PLAN A**  
**MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR**

\*Once you have been billed \$135 of Medicare Approved Amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

Services	Medicare Pays	Plan A Pays	You Pay
<b>MEDICAL EXPENSES—IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT</b> , such as physician’s services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment First \$135 of Medicare Approved Amounts*	\$0	\$0	\$135 (Part B Deductible)
Remainder of Medicare Approved Amounts	Generally 80%	Generally 20%	\$0
<b>Part B Excess Charges</b> (above Medicare Approved Amounts)	\$0	\$0	All costs
<b>BLOOD</b> First 3 pints	\$0	All costs	\$0
Next \$135 of Medicare Approved Amounts*	\$0	\$0	\$135 (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0
<b>CLINICAL LABORATORY SERVICES—TESTS FOR DIAGNOSTIC SERVICES</b>	100%	\$0	\$0

**PARTS A AND B**

<b>HOME HEALTH CARE—MEDICARE APPROVED SERVICES</b> Medically necessary skilled care services and medical supplies	100%	\$0	\$0
Durable medical equipment First \$135 of Medicare Approved Amounts*	\$0	\$0	\$135 (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0

**PLANS F AND G**  
**MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD**

\*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

Services	Medicare Pays	Plan F Pays	You Pay	Plan G Pays	You Pay
<b>HOSPITALIZATION*</b> Semiprivate room and board, general nursing and miscellaneous services and supplies First 60 days	All but \$1,068	\$1,068 (Part A Deductible)	\$0	\$1,068 (Part A Deductible)	\$0
61 <sup>st</sup> through 90 <sup>th</sup> day	All but \$267 a day	\$267 a day	\$0	\$267 a day	\$0
91 <sup>st</sup> day and after: While using 60 lifetime reserve days	All but \$534 a day	\$534 a day	\$0	\$534 a day	\$0
Once lifetime reserve days are used: Additional 365 days	\$0	100% of Medicare Eligible Expenses	\$0**	100% of Medicare Eligible Expenses	\$0**
Beyond the additional 365 days	\$0	\$0	All costs	\$0	All costs
<b>SKILLED NURSING FACILITY CARE*</b> You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare approved facility within 30 days after leaving the hospital.					
First 20 days	All approved amounts	\$0	\$0	\$0	\$0
21 <sup>st</sup> through 100 <sup>th</sup> day	All but \$133.50 a day	Up to \$133.50 a day	\$0	Up to \$133.50 a day	\$0
101 <sup>st</sup> day and after	\$0	\$0	All costs	\$0	All costs
<b>BLOOD</b>					
First 3 pints	\$0	3 pints	\$0	3 pints	\$0
Additional amounts	100%	\$0	\$0	\$0	\$0
<b>HOSPICE CARE</b> You must meet Medicare's requirements, including a doctor's certification of terminal illness.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/coinsurance	\$0	Medicare copayment/coinsurance	\$0

\*\*NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy/certificate's "Core Benefits."

During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

**PLANS F AND G**  
**MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR**

\*Once you have been billed \$135 of Medicare Approved Amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

Services	Medicare Pays	Plan F Pays	You Pay	Plan G Pays	You Pay
<b>MEDICAL EXPENSES—IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT</b> , such as physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment					
First \$135 of Medicare Approved Amounts*	\$0	\$135 (Part B Deductible)	\$0	\$0	\$135 (Part B Deductible)
Remainder of Medicare Approved Amounts	Generally 80%	Generally 20%	\$0	Generally 20%	\$0
<b>Part B Excess Charges</b> (above Medicare Approved Amounts)	\$0	100%	\$0	100%	\$0
<b>BLOOD</b>					
First 3 pints	\$0	All costs	\$0	All costs	\$0
Next \$135 of Medicare Approved Amounts*	\$0	\$135 (Part B Deductible)	\$0	\$0	\$135 (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0	20%	\$0
<b>CLINICAL LABORATORY SERVICES—TESTS FOR DIAGNOSTIC SERVICES</b>	100%	\$0	\$0	\$0	\$0

**PARTS A AND B**

<b>HOME HEALTH CARE—MEDICARE APPROVED SERVICES</b> Medically necessary skilled care services and medical supplies	100%	\$0	\$0	\$0	\$0
Durable medical equipment					
First \$135 of Medicare Approved Amounts*	\$0	\$135 (Part B Deductible)	\$0	\$0	\$135 (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0	20%	\$0

**PLANS F AND G  
MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR**

**OTHER BENEFITS – NOT COVERED BY MEDICARE**

<b>Services</b>	<b>Medicare Pays</b>	<b>Plan F Pays</b>	<b>You Pay</b>	<b>Plan G Pays</b>	<b>You Pay</b>
<b>FOREIGN TRAVEL—NOT COVERED BY MEDICARE</b> Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA					
First \$250 each calendar year	\$0	\$0	\$250	\$0	\$250
Remainder of charges	\$0	80% to a lifetime Maximum Benefit of \$50,000	20% and amounts over the \$50,000 lifetime Maximum Benefit	80% to a lifetime Maximum Benefit of \$50,000	20% and amounts over the \$50,000 lifetime Maximum Benefit

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
 Filing Company: Gerber Life Insurance Company State Tracking Number: 43457  
 Company Tracking Number: THEA SHEPHERD  
 TOI: MS081 Individual Medicare Supplement - Sub-TOI: MS081.001 Plan A 2010  
 Standard Plans 2010  
 Product Name: Medicare Supplement Standard Plans - 2010 - MTG20-22171  
 Project Name/Number: Medicare Supplement Standard Plans - 2010 /MTG20-22171

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved 10/27/2009	MTG20 AR Base Rate 07/22/2009 0001	MTG20-22171	New		AR MTG20 Base Rate.Rating Factors Exhibit 1.pdf
Approved 10/27/2009	MTG24 AR Base Rate 07/22/2009 0001	MTG24-22172	New		AR MTG24 Base Rate.Rating Factors Exhibit 1.pdf
Approved 10/27/2009	MTG25 AR Base Rate 07/22/2009 0001	MTG25-22173	New		AR MTG25 Base Rate.Rating Factors Exhibit 1.pdf

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Plan A (Arkansas)**

Exhibit I - Tobacco User Monthly Premiums \*

<i>Issue Age</i>	Premium Rate
<i>All Ages</i>	\$96.25

\* Non-tobacco premiums are 13% lower than tobacco premiums  
Please see next page for area rating factors by ZIP code

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
716	1.00
717	1.00
718	1.00
719	1.00
722	1.23
723	1.00
724	1.00
725	1.00
726	1.00
727	1.00
728	1.00
729	1.00
72001	1.12
72002	1.23
72003	1.12
72004	1.12
72005	1.12
72006	1.12
72007	1.12
72010	1.12
72011	1.12
72012	1.12
72013	1.12
72014	1.12
72015	1.12
72016	1.12
72017	1.12
72018	1.12
72019	1.12
72020	1.12
72021	1.12
72022	1.12
72023	1.12
72024	1.12
72025	1.12
72026	1.12
72027	1.12
72028	1.12
72029	1.12
72030	1.12
72031	1.12
72032	1.12
72033	1.12
72034	1.12
72035	1.12
72036	1.12
72037	1.12
72038	1.12

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
72039	1.12
72040	1.12
72041	1.12
72042	1.12
72043	1.12
72044	1.12
72045	1.12
72046	1.12
72047	1.12
72048	1.12
72051	1.12
72052	1.12
72053	1.23
72055	1.12
72057	1.12
72058	1.12
72059	1.12
72060	1.12
72061	1.12
72063	1.12
72064	1.12
72065	1.23
72066	1.12
72067	1.12
72068	1.12
72069	1.12
72070	1.12
72071	1.12
72072	1.12
72073	1.12
72074	1.12
72075	1.12
72076	1.23
72078	1.23
72079	1.12
72080	1.12
72081	1.12
72082	1.12
72083	1.12
72084	1.12
72085	1.12
72086	1.12
72087	1.12
72088	1.12
72089	1.12
72099	1.23
72101	1.12
72102	1.12

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
72103	1.23
72104	1.12
72105	1.12
72106	1.12
72107	1.12
72108	1.12
72110	1.12
72111	1.12
72112	1.12
72113	1.23
72114	1.23

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Plan F (Arkansas)**

Exhibit I - Tobacco User Monthly Premiums \*

<i>Issue Age</i>	Premium Rate
<i>All Ages</i>	\$136.50

\* Non-tobacco premiums are 13% lower than tobacco premiums  
Please see next page for area rating factors by ZIP code

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
716	1.00
717	1.00
718	1.00
719	1.00
722	1.23
723	1.00
724	1.00
725	1.00
726	1.00
727	1.00
728	1.00
729	1.00
72001	1.12
72002	1.23
72003	1.12
72004	1.12
72005	1.12
72006	1.12
72007	1.12
72010	1.12
72011	1.12
72012	1.12
72013	1.12
72014	1.12
72015	1.12
72016	1.12
72017	1.12
72018	1.12
72019	1.12
72020	1.12
72021	1.12
72022	1.12
72023	1.12
72024	1.12
72025	1.12
72026	1.12
72027	1.12
72028	1.12
72029	1.12
72030	1.12
72031	1.12
72032	1.12
72033	1.12
72034	1.12
72035	1.12
72036	1.12
72037	1.12
72038	1.12

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
72039	1.12
72040	1.12
72041	1.12
72042	1.12
72043	1.12
72044	1.12
72045	1.12
72046	1.12
72047	1.12
72048	1.12
72051	1.12
72052	1.12
72053	1.23
72055	1.12
72057	1.12
72058	1.12
72059	1.12
72060	1.12
72061	1.12
72063	1.12
72064	1.12
72065	1.23
72066	1.12
72067	1.12
72068	1.12
72069	1.12
72070	1.12
72071	1.12
72072	1.12
72073	1.12
72074	1.12
72075	1.12
72076	1.23
72078	1.23
72079	1.12
72080	1.12
72081	1.12
72082	1.12
72083	1.12
72084	1.12
72085	1.12
72086	1.12
72087	1.12
72088	1.12
72089	1.12
72099	1.23
72101	1.12
72102	1.12

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
72103	1.23
72104	1.12
72105	1.12
72106	1.12
72107	1.12
72108	1.12
72110	1.12
72111	1.12
72112	1.12
72113	1.23
72114	1.23

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Plan G (Arkansas)**

Exhibit I - Tobacco User Monthly Premiums \*

<i>Issue Age</i>	Premium Rate
<i>All Ages</i>	\$116.50

\* Non-tobacco premiums are 13% lower than tobacco premiums  
Please see next page for area rating factors by ZIP code

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
716	1.00
717	1.00
718	1.00
719	1.00
722	1.23
723	1.00
724	1.00
725	1.00
726	1.00
727	1.00
728	1.00
729	1.00
72001	1.12
72002	1.23
72003	1.12
72004	1.12
72005	1.12
72006	1.12
72007	1.12
72010	1.12
72011	1.12
72012	1.12
72013	1.12
72014	1.12
72015	1.12
72016	1.12
72017	1.12
72018	1.12
72019	1.12
72020	1.12
72021	1.12
72022	1.12
72023	1.12
72024	1.12
72025	1.12
72026	1.12
72027	1.12
72028	1.12
72029	1.12
72030	1.12
72031	1.12
72032	1.12
72033	1.12
72034	1.12
72035	1.12
72036	1.12
72037	1.12
72038	1.12

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
72039	1.12
72040	1.12
72041	1.12
72042	1.12
72043	1.12
72044	1.12
72045	1.12
72046	1.12
72047	1.12
72048	1.12
72051	1.12
72052	1.12
72053	1.23
72055	1.12
72057	1.12
72058	1.12
72059	1.12
72060	1.12
72061	1.12
72063	1.12
72064	1.12
72065	1.23
72066	1.12
72067	1.12
72068	1.12
72069	1.12
72070	1.12
72071	1.12
72072	1.12
72073	1.12
72074	1.12
72075	1.12
72076	1.23
72078	1.23
72079	1.12
72080	1.12
72081	1.12
72082	1.12
72083	1.12
72084	1.12
72085	1.12
72086	1.12
72087	1.12
72088	1.12
72089	1.12
72099	1.23
72101	1.12
72102	1.12

**Gerber Life Insurance Company**  
**Actuarial Memorandum**  
**Area Rating Factors (Arkansas)**

Zip Code	Factor
72103	1.23
72104	1.12
72105	1.12
72106	1.12
72107	1.12
72108	1.12
72110	1.12
72111	1.12
72112	1.12
72113	1.23
72114	1.23

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
 Filing Company: Gerber Life Insurance Company State Tracking Number: 43457  
 Company Tracking Number: THEA SHEPHERD  
 TOI: MS08I Individual Medicare Supplement - Sub-TOI: MS08I.001 Plan A 2010  
 Standard Plans 2010  
 Product Name: Medicare Supplement Standard Plans - 2010 - MTG20-22171  
 Project Name/Number: Medicare Supplement Standard Plans - 2010 /MTG20-22171

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Accepted for Informational Purposes	10/27/2009

**Comments:**

**Attachments:**

AR Certif of Compliance with Rule 19.pdf  
 AR Read Cert.pdf

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Application	Approved	10/27/2009

**Comments:**

Previously approved application T03-2010-03, approved on August 5, 2009, will be used to apply for these revised Medicare supplement plans. No changes have been made to the application except to reflect the 2010 policy form number changes.

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Outline of Coverage	Approved	10/27/2009

**Comments:**

Please see the outlines of coverage attached under the Form Schedule tab.

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	AR Fee Schedule Certification	Accepted for Informational Purposes	10/27/2009

**Comments:**

**Attachment:**

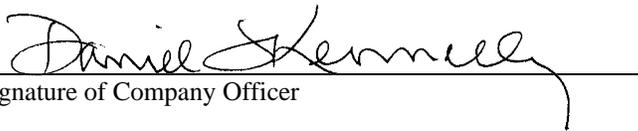
AR Fee Schedule Cert .pdf

## Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Gerber Life Insurance Company

Form Number(s): MTG20-22171, MTG24-22172, MTG25-22173, CP12,  
DP2.T03-AR, RP12.1.T03-AR, BC12

I hereby certify, to the best of my knowledge and belief, that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

  
\_\_\_\_\_  
Signature of Company Officer

Daniel J. Kennelly

\_\_\_\_\_  
Name

Vice President & Chief Compliance Officer  
Mutual of Omaha Insurance Company  
as Administrator for Gerber Life Insurance Company

\_\_\_\_\_  
Title

September 3, 2009

\_\_\_\_\_  
Date

**CERTIFICATION**

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
MTG20-22171	Medicare Supplement Policy Plan A	46.2
MTG24-22172	Medicare Supplement Policy Plan F	44.8
MTG25-22173	Medicare Supplement Policy Plan G	44.9
CP12	Outline of Coverage	N/A
DP2.T03-AR	Outline of Coverage	N/A
RP12.1.T03-AR	Outline of Coverage	N/A
BC12	Outline of Coverage	N/A

Gerber Life Insurance Company

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Date: September 3, 2009



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Daniel J. Kennelly  
Vice President & Chief Compliance Officer  
Mutual of Omaha Insurance Company  
as Administrator for Gerber Life Insurance Company

ARKANSAS  
INSURANCE  
DEPARTMENT

400 University Tower Building  
1123 South University Ave.  
Little Rock, Arkansas 72204

Lee Douglass  
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Gerber Life Insurance Company

Company NAIC Code: 4483-70939

Company Contact Person & Phone: Thea Shepherd

402-351-4020

INSURANCE DEPARTMENT USE ONLY:

ANALYST: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ ROUTE SLIP: \_\_\_\_\_

**ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LIFE OF BUSINESS, UNLESS OTHERWISE INDICATED.**

**FEE SCHEDULE FOR ADMITTED INSURERS**

**RATE/FORM FILINGS**

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.

\* 3 X \$50 = \$ 150.00 (Policies)

\*\*Retaliatory \$ \_\_\_\_\_

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

\* 3 X \$50 = \$ 150.00 (Rates)

\*\*Retaliatory \$ \_\_\_\_\_

Life and/or Disability Policy, Contract or Annuity Forms : Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.

\* 4 X \$20 = \$ 80.00 (Outlines)

\*\*Retaliatory \$ \_\_\_\_\_

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.

\* \_\_\_\_\_ X \$25 = \$ \_\_\_\_\_

\*\*Retaliatory \$ \_\_\_\_\_

**AMEND CERTIFICATE OF AUTHORITY**

Review and processing of information to amend an Insurer's Certificate of Authority

\* \_\_\_\_\_ X \$400 = \_\_\_\_\_

Filing to amend Certificate of Authority.

\*\*\* \_\_\_\_\_ X \$100 = \_\_\_\_\_

**\*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.**

**\*\*THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.**

**\*\*\*THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. SEC. 23-61-401.**

SERFF Tracking Number: MUTM-126292569 State: Arkansas  
 Filing Company: Gerber Life Insurance Company State Tracking Number: 43457  
 Company Tracking Number: THEA SHEPHERD  
 TOI: MS08I Individual Medicare Supplement - Sub-TOI: MS08I.001 Plan A 2010  
 Standard Plans 2010  
 Product Name: Medicare Supplement Standard Plans - 2010 - MTG20-22171  
 Project Name/Number: Medicare Supplement Standard Plans - 2010 /MTG20-22171

## Superseded Schedule Items

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.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/03/2009	Form	Medicare Supplement Insurance Policy Plan A	10/21/2009	MTG20-22171 Plan A (AR).pdf (Superseded) POL SCHED--PLAN A.pdf (Superseded)
09/03/2009	Form	Medicare Supplement Insurance Policy Plan F	10/21/2009	MTG24-22172 Plan F (AR).pdf (Superseded) POL SCHED--PLAN F.pdf (Superseded)
09/03/2009	Form	Medicare Supplement Insurance Policy Plan G	10/21/2009	MTG25-22172 Plan G (AR).pdf (Superseded) POL SCHED--PLAN G.pdf (Superseded)

**GERBER LIFE INSURANCE COMPANY**

1311 Mamaroneck Avenue  
WHITE PLAINS, NY 10605

**MEDICARE SUPPLEMENT INSURANCE POLICY**

**PLAN A**

**CONSIDERATION**

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

**30-DAY RIGHT TO EXAMINE POLICY**

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

**PLEASE READ YOUR APPLICATION**

**Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.**

**GUARANTEED RENEWABLE FOR LIFE**

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

**PREMIUM CHANGES**

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

**This Is a Legal Contract Between You and Us.**

**READ YOUR POLICY CAREFULLY.**

**NOTICE TO BUYER:**

**THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.**

**This Is a Non-Participating Policy.**

**To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:**

**Customer Service [1-XXX-XXX-XXXX]**

**Claims Service [1-XXX-XXX-XXXX]**



**President**



**Secretary**

Administrative Office:  
Gerber Life Insurance Company  
[3316 Farnam Street  
Omaha, NE 68175]

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## DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

**Benefit Period** means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

**Hospital** means a place defined as a hospital and approved for payment as a hospital by Medicare.

**Injury** means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

**Material Misrepresentation** means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

**Medicare** means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

**Medicare Eligible Expenses** mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

**Physician** means a physician as defined by Medicare.

**Policy Date** means the date coverage starts under this policy as shown on the policy schedule.

**Policy Renewal Date** means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

**Sickness** means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

**We, Us or Our** means Gerber Life Insurance Company.

**You or Your** means the person named as the Insured on the policy schedule.

## **BASIC CORE BENEFITS**

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

### **Inpatient Hospital Confinement Benefits (Medicare Part A)**

**Coinsurance Benefit:** We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

**Lifetime Reserve Days Benefit:** We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

**Medicare Exhaustion Benefit:** After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay 100% of the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

### **Blood Deductible Benefit (Medicare Part A or Part B)**

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

### **Medicare Part B Coinsurance Benefit**

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

### **Hospice Care Benefit**

We will pay the copayment/coinsurance amount for all Part A Medicare eligible hospice care and respite care expenses.

## **AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE**

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

## **EXTENSION OF BENEFITS**

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss. Receipt of Medicare Part D outpatient prescription drug benefits will not be considered in determining a continuous loss.

## **SUSPENSION OF COVERAGE**

### **Suspension Available During Medicaid Entitlement**

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstatement of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

### **Suspension Available While Covered Under a Group Health Plan**

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstatement of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

## **TERMINATION**

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the date this policy is replaced by another Medicare supplement or Medicare Select policy (in which case the grace period will not apply);
- (c) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (d) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

## **EXCLUSIONS**

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, take-home drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

## **CLAIMS FILING PROCEDURES**

### **Notice of Claim**

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

**Electronic Claim Filing Process:** Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will

accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

### **Claim Forms**

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

### **Proof of Loss**

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

## **TIME OF PAYMENT OF CLAIMS**

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

## **PAYMENT OF CLAIMS**

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

## **TERM OF COVERAGE**

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

## **POLICY PROVISIONS**

### **Entire Contract and Changes**

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

### **Time Limit on Certain Defenses**

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

### **Grace Period**

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

### **Reinstatement**

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

### **Physical Examinations and Autopsy**

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

### **Legal Actions**

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

### **Other Insurance with Us**

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

### **Unpaid Premium**

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

**Non-Participating**

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

**Conformity with State Statutes**

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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**POLICY SCHEDULE**

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<b>POLICY NUMBER</b> MTG20-[000000-00M]	<b>POLICY DATE</b> [1-1-10]	<b>FIRST RENEWAL DATE</b> [1-1-11]
<b>INITIAL PREMIUM</b> [\$0,000.00]	<b>RENEWAL PREMIUM</b> [\$0,000.00**]	[Annual, Semiannual, Quarterly, Monthly]
<b>POLICY BENEFIT</b>	<b>SERIES [22171]</b>	

---

AS SPECIFIED IN THE POLICY

**INSURED**

[James J. Jones]  
[123 Main Street]  
[Anytown, AR 00000]

**INITIAL PREMIUM** \$[0,000.00]

**MGR** [Don Jones]  
[J Brown 09999]

**ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW**  
**(NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)**

\*\*Renewal Premium Subject To Change

**CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]**  
**OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]**

MTG20-22171

**GERBER LIFE INSURANCE COMPANY**

1311 Mamaroneck Avenue  
WHITE PLAINS, NY 10605

**MEDICARE SUPPLEMENT INSURANCE POLICY**

**PLAN F**

**CONSIDERATION**

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

**30-DAY RIGHT TO EXAMINE POLICY**

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

**PLEASE READ YOUR APPLICATION**

**Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.**

**GUARANTEED RENEWABLE FOR LIFE**

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

**PREMIUM CHANGES**

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

**This Is a Legal Contract Between You and Us.**

**READ YOUR POLICY CAREFULLY.**

**NOTICE TO BUYER:**

**THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.**

**This Is a Non-Participating Policy.**

**To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:**

**Customer Service [1-XXX-XXX-XXXX]**

**Claims Service [1-XXX-XXX-XXXX]**



**President**



**Secretary**

Administrative Office:  
Gerber Life Insurance Company  
[3316 Farnam Street  
Omaha, NE 68175]

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## DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

**Accept(s) Assignment** means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

**Benefit Period** means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

**Emergency Care** means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

**Hospital** means a place defined as a hospital and approved for payment as a hospital by Medicare.

**Injury** means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

**Material Misrepresentation** means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

**Medicare** means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

**Medicare Eligible Expenses** mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

**Physician** means a physician as defined by Medicare.

**Policy Date** means the date coverage starts under this policy as shown on the policy schedule.

**Policy Renewal Date** means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

**Sickness** means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

**We, Us or Our** means Gerber Life Insurance Company.

**You or Your** means the person named as the Insured on the policy schedule.

## **BASIC CORE BENEFITS**

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

### **Inpatient Hospital Confinement Benefits (Medicare Part A)**

**Coinsurance Benefit:** We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

**Lifetime Reserve Days Benefit:** We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

**Medicare Exhaustion Benefit:** After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay 100% of the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

### **Blood Deductible Benefit (Medicare Part A or Part B)**

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

### **Medicare Part B Coinsurance Benefit**

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

### **Hospice Care Benefit**

We will pay the copayment/coinsurance amount for all Part A Medicare eligible hospice care and respite care expenses.

## **PLAN F ADDITIONAL BENEFITS**

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan F as follows. Plan F Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

### **Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)**

When you are confined in a Hospital as an inpatient, we will pay 100% of the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

### **Skilled Nursing Facility Confinement Benefit (Medicare Part A)**

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

### **Medicare Part B Deductible Benefit**

We will pay 100% of the Medicare Part B deductible amount due each calendar year for Part B Medicare Eligible Expenses incurred.

### **Medicare Part B Excess Charges Benefit**

We will pay 100% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

### **Emergency Care in a Foreign Country Benefit**

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

## **AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE**

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

## **EXTENSION OF BENEFITS**

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss. Receipt of Medicare Part D outpatient prescription drug benefits will not be considered in determining a continuous loss.

## **SUSPENSION OF COVERAGE**

### **Suspension Available During Medicaid Entitlement**

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstatement of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

### **Suspension Available While Covered Under a Group Health Plan**

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstatement of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

## TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the date this policy is replaced by another Medicare supplement or Medicare Select policy (in which case the grace period will not apply);
- (c) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (d) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

## EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, take-home drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

## CLAIMS FILING PROCEDURES

### Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

**Electronic Claim Filing Process:** Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

## **Claim Forms**

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

## **Proof of Loss**

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

## **TIME OF PAYMENT OF CLAIMS**

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

## **PAYMENT OF CLAIMS**

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

## **TERM OF COVERAGE**

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

## **POLICY PROVISIONS**

### **Entire Contract and Changes**

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

### **Time Limit on Certain Defenses**

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

### **Grace Period**

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

### **Reinstatement**

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

### **Physical Examinations and Autopsy**

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

### **Legal Actions**

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

### **Other Insurance with Us**

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

### **Unpaid Premium**

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

### **Non-Participating**

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

**Conformity with State Statutes**

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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**POLICY SCHEDULE**

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<b>POLICY NUMBER</b> MTG24-[000000-00M]	<b>POLICY DATE</b> [1-1-10]	<b>FIRST RENEWAL DATE</b> [1-1-11]
<b>INITIAL PREMIUM</b> [\$0,000.00]	<b>RENEWAL PREMIUM</b> [\$0,000.00**]	[Annual, Semiannual, Quarterly, Monthly]
<b>POLICY BENEFIT</b>	<b>SERIES</b> [22172]	

AS SPECIFIED IN THE POLICY

**INSURED**

[James J. Jones]  
[123 Main Street]  
[Anytown, AR 00000]

**INITIAL PREMIUM** \$[0,000.00]

**MGR** [Don Jones]  
[J Brown 09999]

**ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW**  
**(NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)**

\*\*Renewal Premium Subject To Change

**CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]**  
**OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]**

MTG24-22172

**GERBER LIFE INSURANCE COMPANY**

1311 Mamaroneck Avenue  
WHITE PLAINS, NY 10605

**MEDICARE SUPPLEMENT INSURANCE POLICY**

**PLAN G**

**CONSIDERATION**

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

**30-DAY RIGHT TO EXAMINE POLICY**

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

**PLEASE READ YOUR APPLICATION**

**Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.**

**GUARANTEED RENEWABLE FOR LIFE**

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

**PREMIUM CHANGES**

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

**This Is a Legal Contract Between You and Us.**

**READ YOUR POLICY CAREFULLY.**

**NOTICE TO BUYER:**

**THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.**

**This Is a Non-Participating Policy.**

**To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:**

**Customer Service [1-XXX-XXX-XXXX]**

**Claims Service [1-XXX-XXX-XXXX]**



President



Secretary

Administrative Office:  
Gerber Life Insurance Company  
[3316 Farnam Street  
Omaha, NE 68175]

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## DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

**Accept(s) Assignment** means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

**Benefit Period** means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

**Emergency Care** means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

**Hospital** means a place defined as a hospital and approved for payment as a hospital by Medicare.

**Injury** means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

**Material Misrepresentation** means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

**Medicare** means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

**Medicare Eligible Expenses** mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

**Physician** means a physician as defined by Medicare.

**Policy Date** means the date coverage starts under this policy as shown on the policy schedule.

**Policy Renewal Date** means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

**Sickness** means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

**We, Us or Our** means Gerber Life Insurance Company.

**You or Your** means the person named as the Insured on the policy schedule.

## **BASIC CORE BENEFITS**

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

### **Inpatient Hospital Confinement Benefits (Medicare Part A)**

**Coinsurance Benefit:** We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

**Lifetime Reserve Days Benefit:** We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

**Medicare Exhaustion Benefit:** After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay 100% of the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

### **Blood Deductible Benefit (Medicare Part A or Part B)**

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

### **Medicare Part B Coinsurance Benefit**

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

### **Hospice Care Benefit**

We will pay the copayment/coinsurance amount for all Part A Medicare eligible hospice care and respite care expenses.

## **PLAN G ADDITIONAL BENEFITS**

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan G as follows. Plan G Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

### **Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)**

When you are confined in a Hospital as an inpatient, we will pay 100% of the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

### **Skilled Nursing Facility Confinement Benefit (Medicare Part A)**

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

### **Medicare Part B Excess Charges Benefit**

We will pay 100% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

### **Emergency Care in a Foreign Country Benefit**

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

## **AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE**

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

## **EXTENSION OF BENEFITS**

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss. Receipt of Medicare Part D outpatient prescription drug benefits will not be considered in determining a continuous loss.

## **SUSPENSION OF COVERAGE**

### **Suspension Available During Medicaid Entitlement**

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstatement of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

### **Suspension Available While Covered Under a Group Health Plan**

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstated as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstatement of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstatement, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

## **TERMINATION**

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the date this policy is replaced by another Medicare supplement or Medicare Select policy (in which case the grace period will not apply);

- (c) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (d) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. Termination of coverage will not affect any claim originating while this policy was in force.

## **EXCLUSIONS**

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, take-home drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

## **CLAIMS FILING PROCEDURES**

### **Notice of Claim**

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

**Electronic Claim Filing Process:** Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

### **Claim Forms**

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

### **Proof of Loss**

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the

claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

## **TIME OF PAYMENT OF CLAIMS**

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

## **PAYMENT OF CLAIMS**

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

## **TERM OF COVERAGE**

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

## **POLICY PROVISIONS**

### **Entire Contract and Changes**

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

### **Time Limit on Certain Defenses**

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

### **Grace Period**

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

## **Reinstatement**

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

## **Physical Examinations and Autopsy**

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

## **Legal Actions**

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

## **Other Insurance with Us**

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

## **Unpaid Premium**

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

## **Non-Participating**

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

## **Conformity with State Statutes**

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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**POLICY SCHEDULE**

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<b>POLICY NUMBER</b> MTG25-[000000-00M]	<b>POLICY DATE</b> [1-1-10]	<b>FIRST RENEWAL DATE</b> [1-1-11]
<b>INITIAL PREMIUM</b> [\$0,000.00]	<b>RENEWAL PREMIUM</b> [\$0,000.00**]	[Annual, Semiannual, Quarterly, Monthly]
<b>POLICY BENEFIT</b>	<b>SERIES</b> [22173]	

AS SPECIFIED IN THE POLICY

**INSURED**

[James J. Jones]  
[123 Main Street]  
[Anytown, AR 00000]

**INITIAL PREMIUM** \$[0,000.00]

**MGR** [Don Jones]  
[J Brown 09999]

**ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW**  
**(NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)**

\*\*Renewal Premium Subject To Change

**CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]**  
**OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]**

MTG25-22173