

SERFF Tracking Number: FRSS-126367689 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number: 44118
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: UL-SMART
Project Name/Number: /

Filing at a Glance

Company: The Independent Order of Foresters

Product Name: UL-SMART

TOI: L09I Individual Life - Flexible Premium

Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: FRSS-126367689 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 44118

Closed

Co Tr Num:

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 11/20/2009

Authors: Kerry Shields, Kerry
Shields, Tamara Kozma, Gita
Lakhan, Art Vikari

Date Submitted: 11/17/2009

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Approval of these
forms is not required by the Insurance Laws of
Canada where this Society is domiciled.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/20/2009

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 11/20/2009

Deemer Date:

Submitted By: Kerry Shields

Filing Description:

RE: The Independent Order of Foresters

NAIC #763-58068; FEIN: 980000680

Created By: Kerry Shields

Corresponding Filing Tracking Number:

Flexible Premium Adjustable Life Insurance

SERFF Tracking Number: FRSS-126367689 State: Arkansas
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Product Name: UL-SMART
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Marketing Name: Foresters SMART Universal Life Insurance

Forms Submitted for Approval:

FORM NO. Description

UL-SMART-US01-2009 Flexible Premium Universal Life Insurance Certificate

UL- WMD-AR01-2009 Waiver of Monthly Deductions Rider

770598 US 10/09 Application -Product Details Page-Universal Life

The above-listed forms are enclosed for your review and approval. The forms are new and will not replace any form previously approved by your Department. No part of this filing contains any unusual or possibly controversial items from normal industry standards. Approval of these forms is not required by the Insurance Laws of Canada where this Society is domiciled. This product has also been filed with the Interstate Insurance Product Regulation Commission, and is currently pending approval.

The enclosed certificate is a Flexible Premium Universal Life Insurance certificate that provides life insurance coverage on the life of the insured person until death, along with a potential for cash value accumulation. It includes a 10-year No Lapse Guarantee, and has a 15-year surrender charge period. Certificates will be issued on a simplified issue basis and offer a choice of either a level or increasing death benefit. At the time of application the certificate owner elects which life insurance qualification test will be applicable; both the Guideline Premium and the Cash Value Accumulation test will be offered. This certificate is participating, however we do not expect to pay any dividends.

This certificate will be marketed with a sales illustration. It will be marketed to middle income individuals, age 30-65, and offered through licensed independent distributors.

In addition, the following rider is submitted for your approval:

· UL-WMD-AR01-2009: This Waiver of Monthly Deductions Rider provides a benefit that, subject to the terms of the rider, is paid into the certificate's account value by Foresters on each monthly anniversary that the insured is totally disabled. The benefit amount is equal to the monthly deductions charged on that monthly anniversary. If disability occurs before the certificate anniversary on which the insured is 60 years old, the benefit amount will be paid for as long as total disability lasts, while the certificate is in effect. If disability occurs on or after the certificate anniversary on which the insured is 60 years old, the benefit amount will be paid to the earlier of the date disability ends and age 65.

A new 'Product Details Page', 770598 US 10/09 is submitted for your approval and will be used to apply for this product. Upon approval, this product page will be used in conjunction with Foresters base individual life insurance application

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form (form number 770206 AR 01/08 which was approved on February 20, 2008 FRSS-125473789). The entire application package is used for various life products offered by Foresters. The base individual life application form includes underwriting questions applicable to the certificate, general information regarding the applicant and owner, and the appropriate replacement questions and fraud warnings. The application package, including the form submitted herein for your approval, will be used in the same manner as described in the above-referenced form filing.

The following previously approved riders will also be used with this product. Supplemental coverage application forms, if any, to be used with these riders were approved with the base application noted above and are included in the application package.

FORM NO. Description Approval Date and filing number

UL-ADR-AR01-2008 Accidental Death Rider 05/19/2008 FRCS-125632915

UL-CTR-US01-2008 Children's Term Rider 05/19/2008 FRCS-125632915

UL-DIR-AR01-2008 Disability Income Rider (Accident Only) 05/19/2008 FRCS-125632915

UL-GPO-US01-2008* Guaranteed Purchase Option Rider 05/19/2008 FRCS-125632915

UL-FHB-US01-2008 Family Health Benefit Rider 10/08/2008 FRCS-125833046

UL-CCADR-AR01-2008 Common Carrier Accidental Death Rider 10/08/2008 FRCS-125833046

* The Guaranteed Purchase Option Rider referenced above was filed and approved for use with a base product that utilized 'age last birthday' pricing. Although the rider itself and its rider rates are not changing, the actuarial memorandum for the rider has been amended to make it clear that any referenced ages refer to the 'age nearest birthday' or 'age last birthday' used by the base certificate to which the rider is attached. A copy of the revised actuarial memorandum is enclosed for your information.

Enclosed please find a final copy of the forms submitted for approval, supporting documents and any required transmittals, certifications or fees. If I may provide any additional information relating to this submission, please feel free to contact me at (416) 429-3000 ext. 4066 or by email at kshields@foresters.com.

Sincerely,

Kerry Shields
Compliance Analyst
Product Solutions

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Company and Contact

Filing Contact Information

Kerry Shields, Compliance Analyst kshields@foresters.com
 789 Don Mills Road 416-429-3000 [Phone] 4066 [Ext]
 Toronto, ON M3C 1T9 416-467-2525 [FAX]

Filing Company Information

The Independent Order of Foresters CoCode: 58068 State of Domicile: Ontario
 789 Don Mills Road Group Code: -99 Company Type: Fraternal Benefit
 Society
 Toronto, ON M3C 1T9 Group Name: State ID Number:
 (416) 429-3000 ext. [Phone] FEIN Number: 98-0000680

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Independent Order of Foresters	\$50.00	11/17/2009	32115580

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/20/2009	11/20/2009

SERFF Tracking Number: FRSS-126367689 *State:* Arkansas
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Disposition

Disposition Date: 11/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandums		No
Supporting Document	Certifications of Compliance		Yes
Supporting Document	Compliant Notice		Yes
Form	Foresters SMART Universal Life		Yes
Form	Waiver of Monthly Deductions		Yes
Form	Product Details Page		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	UL-SMART-US01-2009	Certificate	Foresters SMART Universal Life	Initial			UL-SMART-US01-2009-AR.pdf
	UL-WMD-AR01-2009	Certificate	Waiver of Monthly Deductions	Initial			UL-WMD-AR01-2009.pdf
	770598 US 10/09	Application/ Enrollment Form	Product Details Page	Initial			770598 US 10-09.pdf

The Independent Order Of Foresters ('Foresters')

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

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

[1-800-828-1540]

Insured	[John Doe]	Certificate Number	[1234567]
Owner	[Jane Smith]	Branch Number	[1234]
Issue Date	[Jan 02 2010]	State Governing	[Arkansas]
[Arkansas] Department of Insurance telephone number		[800-852-5494]	

[Foresters SMART Universal Life]

This is a FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE CERTIFICATE.

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

CASH VALUE payable at surrender. Cash Values are flexible and based, in part, on the amount and frequency of premiums paid, and the amount of interest credited. Benefits, values, periods of coverage, premiums and the rate of interest credited are on an indeterminate basis and may increase or decrease subject to the terms of the entire contract.

PREMIUM PAYMENTS are flexible and payable to the insured's age 100.

PARTICIPATING, eligible to receive dividends.

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

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

PLEASE READ THIS CERTIFICATE CAREFULLY.

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

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



[Executive Secretary]



[International Fraternal President]

[Foresters SMART Universal Life]

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

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

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

This certificate has no maturity date. We suggest that you consult your tax advisor before continuing this certificate beyond the insured's age 100. Under current federal tax law, this certificate may not qualify as life insurance after that age and may then be subject to adverse tax consequences.

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Certificate Data Pages

Insured	[John Doe]	Issue Age and Sex of Insured	[35] [Male]
Owner	[Jane Smith]	Certificate Number	[1234567]
Issue Date	[January 2, 2010]	Currency	United States
Face Amount	[\$100,000.00]	Branch Number	[1234]
Insurance Class	[Non-Tobacco]	Rating Class	[Standard]

Death Benefit Option	[Level]
Life Insurance Qualification Test	[Guideline Premium Test]

[Foresters SMART Universal Life] Flexible Premium Adjustable Life Insurance

Provides life insurance as long as the cash value, on a monthly anniversary, is more than the monthly deduction for that monthly anniversary, subject to the *Grace Period and Minimum Premium No-Lapse Guarantee* provisions. This certificate describes how the cash value is calculated. The face amount is adjustable subject to the provisions of this certificate. This certificate is eligible to participate in our divisible surplus, however dividends are not guaranteed and are not expected or anticipated to be paid by us under this certificate.

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

Planned Premium	[\$60.00] [Monthly]
Minimum Premium	[\$55.96] [Monthly]

Minimum Premium Payment Period: First [10] certificate years

Premium Expense Charge: [6.00]% of each premium received prior to the [20]th certificate anniversary and [0.00]% of each premium received thereafter.

[Based upon the guaranteed interest rate, guaranteed maximum cost of insurance rates, maximum expense charges and payment of the planned premium shown, this certificate will not lapse prior to [January 2, 2039], provided: (1) each planned premium is paid on time based upon the payment frequency shown; (2) no changes are made to the coverage provided by the certificate and/or riders; and (3) no withdrawals are taken.]

This certificate may lapse or terminate even if the planned premium, shown above, is paid due to the fact that current cost of insurance and interest rates are not guaranteed, loans and withdrawals may be taken and changes to the face amount or a rider benefit amount may be requested.

Interest Rates

Guaranteed Minimum Interest Rate: 3.00% per year.
Loan Interest Rate: 5.00% per year for the first 7 certificate years and 3.00% thereafter.
Loan Collateral Account Interest Rate: 3.00% per year.

Monthly Deductions

See the *Monthly Deductions* provision for details on how to calculate the monthly deductions using the information and tables shown in these *Certificate Data Pages*.

Face Amount Factor: [0.1892]
Monthly Administration Deduction: [\$12.00]

**Table of Monthly Maximum
Cost of Insurance Rates per \$1,000**

Age	Rate	Age	Rate	Age	Rate	Age	Rate
[35]	[0.09083]	[52]	[0.33000]	[69]	[1.83250]	[86]	[10.52833]
[36]	[0.09583]	[53]	[0.36333]	[70]	[2.00833]	[87]	[11.64500]
[37]	[0.10000]	[54]	[0.40583]	[71]	[2.20500]	[88]	[12.84167]
[38]	[0.10750]	[55]	[0.45833]	[72]	[2.46333]	[89]	[14.10417]
[39]	[0.11417]	[56]	[0.51167]	[73]	[2.73583]	[90]	[15.42167]
[40]	[0.12167]	[57]	[0.56917]	[74]	[3.02250]	[91]	[16.66083]
[41]	[0.13167]	[58]	[0.61833]	[75]	[3.33583]	[92]	[17.95250]
[42]	[0.14417]	[59]	[0.67500]	[76]	[3.67750]	[93]	[19.31500]
[43]	[0.15833]	[60]	[0.74333]	[77]	[4.07417]	[94]	[20.75417]
[44]	[0.17500]	[61]	[0.82667]	[78]	[4.53750]	[95]	[22.26583]
[45]	[0.19417]	[62]	[0.92833]	[79]	[5.07250]	[96]	[23.64917]
[46]	[0.21250]	[63]	[1.04250]	[80]	[5.65583]	[97]	[25.12417]
[47]	[0.23250]	[64]	[1.16250]	[81]	[6.32000]	[98]	[26.69833]
[48]	[0.24417]	[65]	[1.28917]	[82]	[7.01167]	[99]	[28.37833]
[49]	[0.25750]	[66]	[1.41750]	[83]	[7.75750]		
[50]	[0.27667]	[67]	[1.54750]	[84]	[8.58333]		
[51]	[0.29917]	[68]	[1.68750]	[85]	[9.50583]		

The maximum cost of insurance rates do not exceed the cost of insurance rates based upon the 2001 CSO ultimate, age nearest birthday, sex distinct, smoker distinct mortality table for the insured's rating class (composite rates used for issue ages 0-15).

Surrender Charges			
Certificate Year	Surrender Factor	Certificate Year	Surrender Factor
1	[23.30]	9	[10.91]
2	[21.75]	10	[9.36]
3	[20.20]	11	[7.81]
4	[18.65]	12	[6.26]
5	[17.10]	13	[4.71]
6	[15.55]	14	[3.16]
7	[14.00]	15	[1.61]
8	[12.46]		

Table of Minimum Death Benefit Percentages							
Age	Percentage (%)	Age	Percentage (%)	Age	Percentage (%)	Age	Percentage (%)
0	[250]	26	[250]	52	[171]	78	[105]
1	[250]	27	[250]	53	[164]	79	[105]
2	[250]	28	[250]	54	[157]	80	[105]
3	[250]	29	[250]	55	[150]	81	[105]
4	[250]	30	[250]	56	[146]	82	[105]
5	[250]	31	[250]	57	[142]	83	[105]
6	[250]	32	[250]	58	[138]	84	[105]
7	[250]	33	[250]	59	[134]	85	[105]
8	[250]	34	[250]	60	[130]	86	[105]
9	[250]	35	[250]	61	[128]	87	[105]
10	[250]	36	[250]	62	[126]	88	[105]
11	[250]	37	[250]	63	[124]	89	[105]
12	[250]	38	[250]	64	[122]	90	[105]
13	[250]	39	[250]	65	[120]	91	[105]
14	[250]	40	[250]	66	[119]	92	[105]
15	[250]	41	[243]	67	[118]	93	[105]
16	[250]	42	[236]	68	[117]	94	[105]
17	[250]	43	[229]	69	[116]	95	[105]
18	[250]	44	[222]	70	[115]	96	[105]
19	[250]	45	[215]	71	[113]	97	[105]
20	[250]	46	[209]	72	[111]	98	[105]
21	[250]	47	[203]	73	[109]	99	[105]
22	[250]	48	[197]	74	[107]	100+	[105]
23	[250]	49	[191]	75	[105]		
24	[250]	50	[185]	76	[105]		
25	[250]	51	[178]	77	[105]		

Rider Information

See the *Monthly Rider Deductions* provision in each rider for details on how to calculate the monthly rider deductions using the information shown in these *Certificate Data Pages*.

Waiver of Monthly Deductions Rider

Expiry Date: [January 2, 2040]

Initial Monthly Rider Deduction: [\$1.05]

Table of Monthly Rates per \$100			
Age	Rate	Age	Rate
[35]	[3.0000]	[50]	[9.0000]
[36]	[3.0000]	[51]	[10.0000]
[37]	[3.0000]	[52]	[11.0000]
[38]	[4.0000]	[53]	[13.0000]
[39]	[4.0000]	[54]	[15.0000]
[40]	[4.0000]	[55]	[17.0000]
[41]	[4.0000]	[56]	[19.0000]
[42]	[5.0000]	[57]	[21.0000]
[43]	[5.0000]	[58]	[24.0000]
[44]	[5.0000]	[59]	[26.0000]
[45]	[6.0000]	[60]	[11.0000]
[46]	[6.0000]	[61]	[10.0000]
[47]	[6.0000]	[62]	[8.0000]
[48]	[7.0000]	[63]	[5.0000]
[49]	[8.0000]	[64]	[2.0000]

Definitions

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

Account value – The amount calculated as described in the *Account Value* provision.

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

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

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

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

Cash value – The amount equal to the account value minus the loan amount and minus the applicable surrender charge.

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

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

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

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

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

Change fee – The charge for making a change as described in the *Change Fee* provision.

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

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

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

Death benefit option – The option shown in the *Certificate Data Pages*, unless changed as shown in our records.

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

Deduction Date – The issue date and each monthly anniversary.

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

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

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

Guaranteed minimum interest rate – The rate shown as the minimum interest rate in the *Certificate Data Pages*.

Insurance contract – This certificate and each rider in effect, if any.

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

Minimum premium – The amount shown as the minimum premium in the *Certificate Data Pages*, unless changed as shown in our records.

Minimum premium payment period – The period of time shown as the minimum premium payment period in the *Certificate Data Pages*.

Monthly administration deduction – A monthly charge for administration of this certificate, in the amount shown in the *Certificate Data Pages*.

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

Monthly deduction – The sum of the monthly charges for a certificate month. It is equal to the sum of the monthly administration deduction, the face amount deduction, the cost of insurance deduction and the monthly rider deduction(s), if any, as described in the *Monthly Deductions* provision.

Monthly rider deduction – The monthly charge(s) for each rider, that is in effect on a monthly anniversary, as described in the *Monthly Rider Deductions* provision of that rider.

Our records – The records at our head office.

Planned premium – The amount of premium you have selected to pay on a regular basis as shown in the *Certificate Data Pages*. The premium frequency, also shown, indicates how often you plan to pay that amount.

State governing – The state shown as the state governing on the cover page, which will be the state where the application was signed by the owner.

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

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

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

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

Certificate Provisions

Consideration

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

Entire Contract

The entire contract consists of each of the following:

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

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

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

When this Certificate is in Effect

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

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

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

- The date of death of the insured.
- The day we receive, as shown in our records, your written, signed request to end this certificate.
- The day this certificate lapses, as described in the *Lapse* provision.
- The day this certificate terminates, as described in the *Loan* provision.

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

Control of Certificate

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

You may request a change of owner, while the insured is alive and this certificate is in effect. The request is subject to our receipt of satisfactory proof that the change is not prohibited by law. Unless otherwise specified by you, the change of owner will be effective as of the date the request is signed and is subject to payment(s) made or action(s) taken by us prior to our receipt of this request.

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

Assignment

You may assign this certificate and rider(s) subject to our receipt of satisfactory proof that the assignment is not prohibited by law. Unless otherwise specified by you, the assignment will be effective as of the date the notice of assignment is signed and is subject to payment(s) made or action(s) taken by us prior to our receipt of this notice. Under an absolute assignment the assignee becomes the owner of this certificate and rider(s). We are not bound by an assignment unless it is in writing and shown in our records. We are not responsible for the validity or effect of an assignment. Despite the assignment, the insured retains Foresters membership rights and privileges according to our Constitution.

Beneficiaries

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

You may request a change of beneficiary, while the insured is alive and this certificate is in effect. If a beneficiary is designated "irrevocable", then that beneficiary must also sign a request that changes that beneficiary's designation or the percentage or amount to be received by that beneficiary. The change of beneficiary will be effective as of the date the request is signed and is subject to payment(s) made or action(s) taken by us prior to our receipt of this request.

Payment to Beneficiary

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

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

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

Death Benefit

Payment of Death Benefit

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

Interest will be paid on the death benefit, calculated from the date of death to the date of payment. The interest rate will be the legal rate required by the insurance laws of the state governing this certificate.

The amount of the debt, if any, will be deducted from the death benefit payable.

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

From the date we receive notification of the death of the insured, no premium will be accepted and no request will be processed.

Amount of Death Benefit

The death benefit at any time is the greater of:

- the amount based on the death benefit option in effect at that time; and
- the minimum death benefit as described in the *Minimum Death Benefit* provision.

Death Benefit Options

The death benefit option in effect on the issue date is shown in the *Certificate Data Pages*. The death benefit options available under this certificate are:

- **Level** – the amount based on this option, at any time, is equal to the face amount in effect at that time.
- **Increasing** – the amount based on this option, at any time, is equal to the face amount in effect at that time plus the account value at that time.

The death benefit option in effect will affect the amount of the monthly deductions.

Death Benefit Option Changes

Subject to the requirements described in this provision and after the first certificate anniversary, you may request a change in the death benefit option.

If the applicable death benefit option is increasing you may request a change to level. If the request is approved the face amount will be revised as of the effective date of the change. The revised face amount will be equal to the amount of the death benefit as of the close of business the day before the effective date of the change.

If the applicable death benefit option is level you may request a change to increasing. If the request is approved the face amount will be revised as of the effective date of the change. The revised face amount will be equal to the amount of the death benefit as of the close of business the day before the effective date of the change minus the account value as of the close of business on the effective date of the change. Surrender charges may apply. Requests to change from level to increasing will be subject to satisfactory evidence of insurability of the insured.

The effective date of a requested change that we approve will be as of the close of business on the first monthly anniversary after our approval, as shown in our records. The *Change Fee* provision will apply.

Minimum Death Benefit

The amount of the minimum death benefit at any time will be the account value, at that time, multiplied by the applicable minimum death benefit percentage. There is a *Table of Minimum Death Benefit Percentages* shown in the *Certificate Data Pages*. The applicable minimum death benefit percentage will be the percentage shown for the insured's age on the date of calculation.

Qualification as Life Insurance

In order for this certificate to qualify as life insurance under the Internal Revenue Code either the guideline premium test or the cash value accumulation test, as described within that code, will apply. The life insurance qualification test, elected on the application, which applies to this certificate, is shown in the *Certificate Data Pages* and cannot be changed.

We will take the necessary steps to ensure your certificate continues to qualify as life insurance under the Internal Revenue Code, as amended, to the insured's age 100. If we receive a premium that endangers the status of this certificate we may refund all or part of it. You may contact us at our office for information on the maximum allowable premium.

Incontestability

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

Similarly, statements made after the issue date, in an application for an increase in the face amount or a rider benefit amount, the addition of a rider, reinstatement or in a declaration for a change in insurance class will be incontestable two years after the effective date as shown in our records of such increase, addition, reinstatement or change. Our right to contest based on statements made in an application for an increase or addition, will apply only to the additional coverage provided by that increase or addition.

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

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

Suicide

If death of the insured is by suicide or intentionally self-inflicted injury, while sane or insane, and within two years from the issue date, our liability is limited to the sum of the premiums paid minus the amount of the debt and minus the total of all withdrawals, and no death benefit will be paid.

If death of the insured is by suicide or intentionally self-inflicted injury, while sane or insane, and within two years from the effective date of an increase in the face amount, if any, our liability with respect to that increase is limited to the sum of the increases in monthly deductions taken due to that increase in face amount. This does not apply to increases in face amount done, without evidence of insurability, under a rider.

Premiums

Premiums are the amounts that are paid to us under this certificate. The first premium is due on the issue date. The first premium must be at least equal to the minimum premium shown in the *Certificate Data Pages*. Each premium payment after the first must be at least \$25. We reserve the right to change that \$25 amount at our sole discretion. Premiums may be paid at a frequency that we approve. Upon request, we will inform you of the maximum allowable premium that may be paid, as of the date of your request.

If the amount of a premium payment is such that it would result in an increase to the net amount at risk, we reserve the right to:

- require satisfactory evidence of insurability; or
- refund all or part of that premium payment.

No premium will be accepted on or after the insured's age 100, except premium necessary to prevent this certificate from lapsing as described in the *Lapse* provision.

Premiums may be paid to us by mail to our U.S. mailing address, at our office, or to our Executive Secretary. If requested, we will provide a receipt for the premium, signed by our Executive Secretary.

Net Premiums

Net premiums are premiums minus the premium expense charge shown in the *Certificate Data Pages*.

Monthly Deductions

On each deduction date, a monthly deduction for the following certificate month will be taken from the account value. The amount of the monthly deduction on a deduction date is equal to:

	The cost of insurance deduction for that deduction date,
plus	the face amount deduction for that deduction date,
plus	the monthly administration deduction,
plus	the total of the monthly rider deductions for the riders in effect on that deduction date. The monthly rider deduction for each rider is determined as described in the <i>Monthly Rider Deductions</i> provision for that rider.

The monthly deduction will be waived on each monthly anniversary on and after the insured's age 100.

Cost of Insurance Deduction

The cost of insurance deduction on a deduction date is equal to:

	The amount at risk on that deduction date,
divided by	\$1,000,
multiplied by	the applicable cost of insurance rate as described in the <i>Cost of Insurance Rate</i> provision.

The amount at risk on a deduction date will equal:

	The death benefit on that deduction date,
divided by	1.00246627,
minus the total of the following:	The account value on that deduction date prior to deducting the cost of insurance deduction,
minus	the face amount deduction on that deduction date,
minus	the monthly administration deduction,
minus	the monthly rider deductions for all riders in effect on that deduction date,
plus	the monthly rider deduction for a waiver rider, if any, in effect on that deduction date.

Cost of Insurance Rates

The cost of insurance rates for the face amount in effect on the issue date are based on the insured's age as well as the sex and insurance class shown in the *Certificate Data Pages*. The cost of insurance rates for an increase in the face amount are based on the age, sex and insurance class of the insured on the effective date of that increase.

We will determine the cost of insurance rates at our sole discretion, but they will not be greater than those in the *Table of Monthly Maximum Cost of Insurance Rates* shown in the *Certificate Data Pages*.

The cost of insurance rates will be determined by us based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. If we make a change in the rates, it will be on a uniform basis that does not discriminate unfairly within a class of lives insured.

The cost of insurance rates for certificates issued to juveniles (issue age less than 16) are based upon a composite of the smoker and non-smoker rates. These composite rates apply until the certificate anniversary on which the insured is age 18 at which time smoker rates will automatically apply, unless you apply for, and we approve, a re-classification of the insured to non-smoker. We will notify you 60 days in advance of this date of the opportunity to apply for non-smoker rates.

Face Amount Deduction

The face amount deduction on a deduction date is equal to:

	The face amount on that deduction date,
divided by	\$1,000,
multiplied by	the applicable face amount factor(s).

The face amount factor applicable to the face amount in effect on the issue date is shown in the *Certificate Data Pages*. The face amount factor applicable to each increase in the face amount, if any, is shown in the notification sent to you confirming that increase.

The face amount deduction will apply during the first 10 certificate years. If the face amount is increased, the face amount deduction for that increase will apply for the first 10 certificate years after the effective date of that increase.

Monthly Administration Deduction

The monthly administration deduction is shown in the *Certificate Data Pages*.

Account Value

On the issue date, the account value is equal to the first net premium paid minus the monthly deduction for the first certificate month. At anytime after the issue date until the insured's age 100, the account value equals:

	The account value on the last deduction date,
plus	net premium received after the last deduction date,
plus	interest accrued after the last deduction date,
minus	on a deduction date, the monthly deduction for the next certificate month,
minus	the total of all withdrawals made after the last deduction date.

At anytime after the insured's age 100, the account value equals:

	The account value on the last monthly anniversary,
plus	interest accrued after the last monthly anniversary,
minus	the total of all withdrawals made after the last monthly anniversary.

Interest on the Account Value

Interest will be calculated daily on the balance of the account value, after subtracting the loan collateral account, as of the close of business on that day. Interest calculated will be credited to the account value at the next monthly anniversary after the calculation. The rate of interest will be the guaranteed minimum interest rate unless we apply, in our sole discretion, a higher rate. The application of a rate of interest higher than the guaranteed minimum interest rate does not obligate us to apply a rate of interest higher than the guaranteed minimum interest rate at any other time. Interest on the loan collateral account will be credited as described in the *Loans* provision.

Lapse

Subject to the *Minimum Premium No-Lapse Guarantee* provision, this certificate will lapse without cash value as of the end of the 61st day of the grace period if premium, such that the net premium is at least equal to the overdue monthly deduction, is not received in our office before that day. We will notify you and any assignee of this certificate, of the upcoming lapse at least 31 days before the end of the grace period. Upon the lapse of this certificate, it will be of no further effect, our liability will end and no death benefit will be paid.

Grace Period

If the cash value on a monthly anniversary is less than the amount of the monthly deduction for that monthly anniversary, you have a grace period of 61 days from that monthly anniversary to pay this amount. If premium, such that the net premium is at least equal to this monthly deduction, is received in our office during the grace period, it will be applied to the overdue monthly deduction(s), starting with the earliest. Payments received after, if sent by U.S. mail and postmarked during, the grace period will be accepted. If the insured dies during the grace period, the death benefit otherwise payable will be reduced by the amount of the overdue monthly deduction(s).

Continuation of Insurance

We do not guarantee that this certificate will continue to the date of death of the insured if premiums paid are not sufficient. This certificate will stay in effect only as long as the cash value is at least equal to the monthly deduction on each monthly anniversary. If not, this certificate will lapse as described in the *Lapse* provision, subject to the *Minimum Premium No-Lapse Guarantee* provision.

Minimum Premium No-Lapse Guarantee

This certificate will not lapse during the minimum premium payment period if, on each monthly anniversary during that period, the sum of the premiums paid is at least equal to:

	The sum of the minimum premium on the issue date plus the minimum premium on each monthly anniversary from the issue date, including the current monthly anniversary,
plus	the total of all withdrawals as of the current monthly anniversary.

Changes to the face amount, insurance class, rating class, rider benefit amount(s) or the addition or deletion of a rider will change the minimum premium. We will notify you of a change in minimum premium.

A loan may terminate this certificate as described in the *Loan* provision, notwithstanding the payment of premium described in this *Minimum Premium No-Lapse Guarantee* provision.

At the end of the minimum premium payment period, payment of an amount more than the minimum premium may be required to keep this certificate from lapsing.

Reinstatement

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

1. payment in the amount of:
 - a. the premium that would have been required to keep the insurance contract in effect during the grace period, without interest; plus,
 - b. the premium required to keep the insurance contract from entering a grace period for three certificate months after the reinstatement effective date.
2. evidence of insurability, which meets our standards, of the insured.

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

On the effective date of the reinstatement the account value of the certificate equals:

	The account value on the first day of the grace period prior to the most recent lapse,
plus	the net premium required to keep the certificate in effect during that grace period,
minus	the monthly deductions due during that grace period,
plus	the net premium required to keep the certificate from entering a grace period for the next three certificate months,
minus	on a deduction date, the monthly deduction for the next certificate month.

If a loan is in effect when the certificate lapses then, for purposes of the above calculation, the account value on the first day of the grace period will be reduced by the outstanding loan amount, as of the first day of the grace period. The loan will not be reinstated.

Upon reinstatement, the schedule of surrender factors, shown in the *Certificate Data Pages*, which was in effect prior to the lapse of this certificate, is restored and continues to be applicable to the reinstated certificate as if the certificate had never lapsed.

Nonforfeiture Provisions

Cash Value

The cash value is equal to the account value minus the loan amount and minus the applicable surrender charge.

The cash value will not be less than the minimum value required by the insurance laws of the state governing this certificate. The minimum cash value is based on the 2001 CSO ultimate, age nearest birthday, sex distinct, smoker distinct mortality table for the insured's rating class (composite rates used for issue ages 0-15), and the guaranteed minimum interest rate. A detailed statement of the method of computation of cash value has been filed as required with the insurance department for the state governing this certificate.

Surrender

Subject to an assignment shown in our records, you may request a surrender of this certificate for its cash value. The cash value will be calculated as of the close of business on the date the request is received in our office and will result in the surrender of this certificate as of that date. Once surrendered, this certificate is of no further effect, our liability under this certificate ends and no death benefit will be paid.

Surrender Charge

A surrender charge will be charged upon surrender of this certificate. A portion of the surrender charge will be charged on each withdrawal, if the death benefit option is level on the effective date of the withdrawal, and on each decrease in the face amount. The surrender charge is equal to:

	The surrender factor applicable for the certificate year of the surrender, decrease or withdrawal, as shown in the <i>Certificate Data Pages</i> ,
multiplied by	the face amount if a surrender, the decrease in the face amount if a decrease or the amount of the withdrawal if a withdrawal,
divided by	\$1,000.

The surrender factors shown in the *Certificate Data Pages* are applicable for the first 15 certificate years:

- after the issue date to the face amount on the issue date.
- after a face amount increase to the amount of that increase.

Withdrawal

You may request a withdrawal from the cash value at any time after the first certificate anniversary. The minimum amount of each withdrawal is \$500. The maximum amount of a withdrawal will be:

	The cash value,
minus	The most recent monthly deduction taken prior to our receipt of your withdrawal request, multiplied by 3.

The withdrawal will be effective on the date we process it. If the death benefit option is level on that date then the face amount will be decreased by the amount of the withdrawal and will be subject to the *Surrender Charge* provision. Withdrawals are subject to the *Change Fee* provision.

Loans

You may obtain a loan from us, with this certificate as the security for the loan. We will require that you sign our then current loan agreement, available from our office. The loan is effective when we receive the loan agreement that you have signed. The loan amount is the amount you have borrowed from us, plus unpaid accrued interest. Interest is charged each day on the loan amount as of the end of that day.

During the first 7 certificate years, the interest rate that will apply to the loan will be 5% per year. Beginning on the 7th certificate anniversary, the interest rate that will apply to the loan will be 3% per year.

On the effective date of the loan and anytime after that, a portion of the account value is allocated to a loan collateral account. The amount allocated will be such that the loan collateral account is always equal to the loan amount. We pay interest on the daily balance in the loan collateral account at a rate of 3% per year.

The amount of loan available at any time will equal:

	The cash value,
minus	the most recent monthly deduction taken prior to our receipt of the signed loan agreement, multiplied by 3.

All or part of a loan may be repaid at any time that this certificate is in effect. Repayments will reduce the loan amount. Each repayment will be effective the date it is processed by us. All amounts paid to us will be applied as premium unless designated, in writing, that an amount paid is a repayment towards the loan amount.

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

Payments by Us

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

Misstatement of Age or Sex

If the age or sex of the insured under this certificate is misstated at issue, the face amount and the rider benefit amount(s), if any, will be adjusted either upward or downward. The revised amounts for the certificate and riders, if any, will be that which the most recent monthly deduction, for that coverage, would have purchased for the correct age and sex. Future monthly deductions, if any, will be based upon the correct age and sex of the insured and the adjusted face amount and rider benefit amount(s). No adjustment will be made to the account value.

Changes to the Certificate or Riders

Subject to the requirements described in this provision and after the first certificate anniversary, you may request the following changes to your certificate:

- An increase in the face amount.
- A decrease in the face amount.
- The addition of a rider.
- The termination of a rider.
- An increase in a rider benefit amount.
- A decrease in a rider benefit amount.

The effective date of a requested change that we approve will be as of the close of business on the first monthly anniversary after our approval, as shown in our records. The *Change Fee* provision will apply except if the change is an increase in the face amount, an increase in a rider benefit amount or the addition of a rider.

A requested decrease in the face amount or a decrease in a rider benefit amount will be subject to our minimum amount requirements in effect at the effective date of the change. A surrender charge will apply if the face amount is decreased.

An increase in the face amount, the addition of a rider or an increase in a rider benefit amount will be subject to our minimum amount requirements and maximum age restrictions in effect at the effective date of the change. All such requested increases and additions will be subject to satisfactory evidence of insurability of the insured. The monthly deduction for the increased amount or added rider will be at the age of the insured, as of the effective date of the change. The minimum premium will increase. You will be notified of the increased premium amount and of the surrender, face amount and rider benefit amount factors, if applicable, that will apply to the increased amount.

If the face amount or a rider benefit amount has been increased since the issue date, then subsequent decreases to the face amount or rider benefit amount, as applicable, will be applied in the following order:

- First, against the most recent increase.
- Then, against the next most recent increase(s), successively.
- Finally, against the face amount in effect on the issue date.

Change Fee

The change fee is the amount that we will charge for each change to this certificate except those changes specifically stated in this certificate as excluding this fee. The amount of the fee is \$25. This amount may be changed from time to time at our sole discretion, but will not exceed \$50.

We reserve the right to waive the application of the change fee for a change, at our sole discretion, but such waiver will not prohibit us from charging the change fee to a subsequent change of the same or another type.

Limitation of Action

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

Law Applicable

Your rights or obligations and that of anyone, including the insured or anyone rightfully claiming under this certificate or a rider, will be determined by the laws of the state governing.

Limiting Effect of our Constitution

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

Suspension or Expulsion

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

Maintenance of Reserves

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

Basis of Computation of Reserves

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

Dividends

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

1. Have the dividend paid in cash.
2. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than three and one half percent per year.
3. Apply the dividend as a premium under this certificate.

Dividend option (3) will be in effect from the issue date unless changed by you as shown in our records. If changed, the new option applies to future dividends only.

Upon termination of this certificate, if dividends have been credited under dividend option (2), the value of the dividends on deposit will be added to any other benefit payable under the terms of this certificate.

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

Illustrations

After the first certificate year, you may request an illustration of this certificate. The illustration will be based on information about this certificate as of the date of the illustration, along with assumptions of future premiums that you would pay and interest rates. The *Change Fee* provision will apply to each such request after the first in each certificate year.

Other than where specifically stated in the illustration, the amounts and values, including the interest rates, shown in an illustration are not guaranteed. Illustrations are not to be relied upon as promises of future premiums required, values, lapse dates, duration of coverage or growth of either the account value or cash value.

Notification

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

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

Our head office address is:

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

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

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

Changes

If a change is made to this certificate or a rider that affects the factors, amounts, rates or premiums shown in the *Certificate Data Pages*, you will be notified and that notification will set out the change and show the new information as applicable. Unless stated otherwise in that notification, information shown in the notification will supersede the comparable information in the *Certificate Data Pages*, and will remain effective until superseded by a subsequent notification sent to you.

Annual Statement

Each year we will send you an annual statement that includes the following information about this certificate:

- The beginning and end of the period covered by the annual statement.
- The face amount.
- The account value.
- The cash value.
- The loan amount.
- The death benefit.
- Each rider in effect, if any.
- The total premiums paid in the past certificate year.
- Interest credited in the past certificate year.
- The total of the monthly deductions in the past certificate year, including:
 - the total of the monthly administration deductions in the past certificate year,
 - the total of the face amount deductions in the past certificate year,
 - the total of the cost of insurance deductions in the past certificate year, and
 - the total of the monthly rider deductions in the past certificate year.
- The total of all withdrawals during the past certificate year.
- A notice if, on a guaranteed basis, the account value as of the last certificate anniversary would not maintain the certificate in effect until the next certificate anniversary.

The Independent Order Of Foresters ('Foresters')

A Fraternal Benefit Society Organized 1874
Head Office: [789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9]
U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]
[1-800-828-1540]

[Foresters SMART Universal Life]

Flexible Premium Adjustable Life Insurance Certificate

Adjustable Death Benefit.

Cash Value Payable at Surrender.

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

Premiums shown in Certificate Data Pages.

Participating.

This is the last page of this certificate.

The Independent Order Of Foresters ('Foresters')

Waiver of Monthly Deductions Rider

Provides a benefit that, subject to the terms of the entire contract, is payable to the certificate's account value while the insured is totally disabled.

If this rider was attached to a certificate when it was delivered to you, certificate means that certificate. The monthly rates per \$100 and expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not attached to a certificate when it was delivered to you, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The monthly rates per \$100 and expiry date for this rider are shown in that notification.

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

This rider forms part of the insurance contract. Unless amended by this rider, certificate provisions and definitions apply to this rider.

When This Rider Comes Into Effect

If this rider was attached to the certificate at the time of certificate delivery, this rider comes into effect on the same day as the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application and that day.

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

End of Rider

This rider ends on the earliest of the following dates:

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

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

If total disability begins prior to the certificate anniversary on which the insured is age 60 and the insured continues to be totally disabled after the expiry date for this rider and the benefit amount was paid on the last monthly anniversary before the expiry date, payment of this benefit will continue until the earlier of the following:

- The date that the insured ceases to be continuously totally disabled.
- The certificate anniversary on which the insured is age 100.
- The day the certificate is no longer in effect as described in the certificate.

If total disability begins on or after the certificate anniversary on which the insured is age 60, then payment of this benefit will continue until the earlier of the following:

- The date that the insured ceases to be continuously totally disabled.
- The expiry date, which is the certificate anniversary on which the insured is age 65.
- The day the certificate is no longer in effect as described in the certificate.

Monthly Rider Deductions

Monthly rider deductions are payable according to the *Monthly Deductions* provision of the certificate. The monthly rider deduction for this rider on a deduction date is equal to:

	The benefit amount on that deduction date,
divided by	\$100,
multiplied by	the monthly rate per \$100 based on the insured's age on that deduction date.

The monthly rates per \$100 are guaranteed.

Benefit

Subject to the provisions of the entire contract, we will pay the benefit amount to your account value on each monthly anniversary that the insured is totally disabled, if we receive proof of each of the following:

1. The insured is totally disabled on that monthly anniversary.
2. That total disability begins while this rider is in effect.
3. That total disability has been continuous for at least 6 months.

The notice of claim requirements must also be met as described in the *Notice of Claim* provision.

The benefit amount on a monthly anniversary is equal to the monthly deduction on that monthly anniversary.

During the time period that the benefit amount is being paid the certificate will not lapse.

Proof of Continuance of Total Disability

We may request, but not more often than once a month, proof of the continuance of total disability. If this proof is not given, the insured will be considered to have ceased to be totally disabled immediately as of the date we requested this proof. We also have the right, at our expense and as reasonably necessary, to have the insured medically examined by a physician we appoint.

After the insured has been totally disabled continuously for two years, we may not request proof of total disability more often than once each certificate year.

Notice of Claim

The notice of claim for this benefit must be received by us during each of the following:

1. The lifetime of the insured.
2. The period of total disability.
3. While this rider is in effect.

If the above three notice of claim requirements are not met, we will not pay the benefit amount for that total disability. Failure to give this notice during the period of total disability, however, will not invalidate the claim for this benefit if the following two conditions are met:

- The other two notice requirements are met.
- It was not reasonably possible to give us this notice and this notice was received by our head office as soon as was reasonably possible.

We will not pay the benefit amount for total disability on monthly anniversaries that occurred more than 12 months prior to our receipt of this notice.

Total Disability

Total Disability and Totally Disabled in this rider shall mean:

- During the first 24 months of total disability, the inability of the insured, solely due to accidental bodily injury or sickness independently of any other cause or contributing factor, to substantially perform the essential and material duties of the insured's own occupation and the insured is not in fact working or earning remuneration from that occupation.
- After the first 24 months of total disability, the inability of the insured, solely due to accidental bodily injury or sickness independently of any other cause or contributing factor, to substantially perform the essential and material duties of any occupation for which the insured may be qualified by reason of education, training or experience and the insured is not in fact working or earning remuneration in any occupation.

Such accidental bodily injury must occur, or such sickness must first manifest itself, after the day this rider comes into effect.

Risks Not Covered

We will not pay the benefit amount to your account value if total disability results from attempted suicide or intentionally self-inflicted injuries, while sane or insane, or occurs in any of the following situations:

1. While committing, attempting or provoking an assault or felony.
2. During war, a time of insurrection or hostility of any kind, or related act, whether or not the insured was actually participating in such war, insurrection, hostility or act.
3. While participating in a riot or civil commotion.
4. During service in the armed forces of any country or association of countries, whether war is declared or not, and whether on active duty or not, or exposure of the insured to abnormal hazards because of such service.

We will not pay the benefit amount to your account value if total disability results directly or indirectly from injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:

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

A narcotic does not include a drug that can be proved, to our satisfaction, to have been consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician.

Recurrence of Total Disability

We will not pay the benefit amount to your account value after the insured ceases to be totally disabled. If the insured again becomes totally disabled, the entitlement to the benefit amount will be subject to the same requirements set out in this rider as if the insured was not previously totally disabled.

Lapse While Totally Disabled

A claim for the benefit provided under this rider will not be invalid because the certificate has lapsed during the total disability of the insured. If the claim for this benefit is otherwise valid, it will be allowed on reinstatement of the certificate provided the requirements in this provision are met. Those requirements are:

1. We receive proof that total disability has been continuous since the date of lapse of the certificate.
2. Payment of the premium required to keep the certificate in effect that would not have been paid by the application of this benefit if the certificate had not lapsed.

Both of these requirements must be met during each of the following:

1. While the insured is alive.
2. During the period of total disability.
3. Within twelve months after the date of lapse of the certificate.

Contestability

We may contest the validity of this rider at any time before the waiver of a total premium.

If this rider is reinstated, we may contest the reinstatement at any time before the waiver of a total premium.

When we contest, this means that we will not pay the benefit amount to your account value.

The Independent Order Of Foresters ('Foresters')

has issued this rider as an attachment to the certificate.

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



[
Executive Secretary



[
International Fraternal President

This is the last page of this Waiver of Monthly Deductions Rider.

The Independent Order of Foresters ("Foresters")
789 Don Mills Road
Toronto, Canada M3C 1T9

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

www.foresters.com
T. 800 828 1540



A Fraternal Benefit Society

Product Details Page

This form is part of the Application for Individual Life Insurance.

Proposed Life Insured:

First name: _____ Middle name: _____ Last name: _____

Proposed Life Insured residence state: _____

Amount of life insurance applied for on the proposed life insured: \$ _____

Instructions

Indicate below the type of coverage, including rider(s), if any, being applied for. Note: An asterisk (*) indicates that a supplemental coverage application form must be completed, signed and submitted with the Application if this type of rider coverage is being applied for.

Universal Life

SMART Universal Life

Death benefit option: Level Increasing

Life insurance qualification test: Guideline premium test Cash value accumulation test

Available riders (if applicable to selected plan):

Accidental death \$ _____

Children's term* \$ _____

Guaranteed purchase option

Waiver of monthly deductions

Disability income (accident only)* \$ _____

Other rider(s)*: _____

Planned modal premium \$ _____ Initial lump sum premium \$ _____

If underwriting approval is given other than as applied for, issue the certificate as follows:

Maintain premium amount. Maintain face amount. Contact producer before issue.

Special instructions: _____

SERFF Tracking Number: FRSS-126367689 State: Arkansas
 Filing Company: The Independent Order of Foresters State Tracking Number: 44118
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: UL-SMART
 Project Name/Number: /

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification
Comments:
Attachment:
 SMART Readable Score Certification.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application
Comments:
 The contract will be offered using the same individual life insurance application, form # 770206 AR 01/08, approved on February 20, 2008 ID# 125473789, and all its related components, that is currently being used.
Attachment:
 Base App 770206 AR 01-08 FNL.pdf

Item Status: **Status**
Date:

Bypassed - Item: Health - Actuarial Justification
Bypass Reason: N/A
Comments:

Item Status: **Status**
Date:

Bypassed - Item: Outline of Coverage
Bypass Reason: N/A
Comments:

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

SERFF Tracking Number: FRSS-126367689 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number: 44118
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: UL-SMART
Project Name/Number: /

Comments:

Attachment:

SMART UL SOV AR final .pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certifications of Compliance

Comments:

Attachments:

SMART Reg 19 Certification of Compliance.pdf
SMART Reg 34 Certification of Compliance.pdf
Consent to Submit Rates.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Compliant Notice

Comments:

Attachment:

Compliant Notice.pdf

The Independent Order of Foresters

NAME OF COMPANY: The Independent Order of Foresters
Forester House, 789 Don Mills Road, Toronto, Ontario M3C 1T9
(416) 429-3000

A. Option Selected

1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is below.
 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below.

Form and Form Numbers to which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Flexible Premium Universal Life Insurance Certificate	UL-SMART-US01-2009	54.8
Waiver of Monthly Deductions Rider	UL-WMD-AR01-2009	54.8
Product Details Page	770598 US 10/09	47.1

B. Test Option Selected

1. Test was applied to entire policy form(s).
 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

C. Standards for Certification

A checked block indicates the standard has been achieved.

1. The policy text achieves a minimum score of 40 on the Flesch reading ease test in accordance with the option chosen in Section A above.
2. It is printed in not less than 10-point type, one point leaded. (This does not apply to specification pages, schedules and tables).
3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
4. The section titles are captured in bold-faced type or otherwise stand out significantly from the text.
5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages).

This certification must be signed by an officer of the insurer.

Steve Lintner
Director, Product Solutions

November 17, 2009

Date

The Independent Order of Foresters ("Foresters")
789 Don Mills Road
Toronto, Canada M3C 1T9

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

www.foresters.com
T. 800 828 1540



A Fraternal Benefit Society

Application for Individual Life Insurance

1.0 Proposed Life Insured (PLI)

First name: _____ Middle name: _____ Last name: _____

Legal Residence (No P.O. Box):

Line 1: _____

Line 2: _____

City: _____ State: _____ Zip code: _____ Years at current address: _____

Best time to call: _____ Home phone number: (____) _____ - _____ Cell phone number: (____) _____ - _____

Male Female Married Divorced Widowed Separated Single
Marital status: _____ Social security number: _____

Date of birth: _____ (mmm/dd/yyyy) Photo I.D. used to verify identity and birth date:

Birth state: _____ Birth country: _____ Driver's license number and state: _____

A citizen of the United States? Yes No Passport

If 'No', what is the country of citizenship? _____ Other government I.D.: _____

What is the visa type? _____ What was the date of arrival in the U.S.? _____
Document type and number.

Employed? Yes If 'Yes', employment is: Full time Part time Seasonal _____
If seasonal, expected return to work date? (mmm/dd/yyyy)

No If 'No', state reason: _____

Work phone number: (____) _____ - _____ Ext. _____ Years with current employer: _____ Annual income \$ _____

Occupation (include duties): _____ Net worth \$ _____

A Foresters member? No, applying for membership. Yes, certificate number(s) are: _____

2.0 Owner (Complete only if other than proposed life insured. If a contingent owner is to be named, use supplemental form.)

Address for owner: Line 1: _____

Line 2: _____ City: _____ State: _____

Owner is an individual.

First name: _____ Middle name: _____ Last name: _____

Male Female Date of birth: _____ (mmm/dd/yyyy) Birth state: _____ Birth country: _____

Home phone number: (____) _____ - _____ Social security number: _____

Relation to proposed life insured: _____

Photo I.D. used to verify identity and birth date:

Driver's license number and state: _____

Passport Other government I.D.: _____
Document type and number.

A citizen of the United States? Yes No If 'No', what is the country of citizenship? _____

If the owner is other than an individual, it is a: Corporation Partnership Trust Other: _____

Entity/Trust name: _____

If owner is a trust: Date of trust agreement: _____

Name and address of trustee: _____
(mmm/dd/yyyy)

3.0 Beneficiary Information. *(Each beneficiary designation below is revocable. If, however, a beneficiary designation is to be irrevocable, insert the word "irrevocable" next to the name of that beneficiary.)*

Name of each primary beneficiary. (Include address if different from that of proposed life insured.)	Relationship to PLI	% Share
		total must
		equal 100%
Name of each contingent beneficiary. (Include address if different from that of proposed life insured.)	Relationship to PLI	% Share
		total must
		equal 100%

4.0 Other Insurance

Does the proposed life insured currently have life, accidental death, critical illness or disability income insurance in force? Yes No
 If 'Yes', please fill in the information below. Also include information about Foresters life insurance certificate(s).

Name of Insurer.	Life Insurance \$	Accidental Death \$	Critical Illness \$	Disability Income \$	Issue Year

Is there another life insurance application pending for the proposed life insured with Foresters or another insurer? Yes No

Will coverage be discontinued or reduced, or premium payments stopped, on existing life insurance coverage or an annuity, if the insurance applied for in this application is issued (includes military group life insurance)? Yes No

If 'Yes', complete the required, State and Foresters, replacement/rollover/surrender/disclosure forms. Include existing life insurance or annuities in the process of being lapsed or surrendered, and those completed within the past 13 months.

If 'Yes' to either of the two questions above, enter the details. _____

5.0 Medical Information.

Proposed life insured's:

5.1 a) Height is? feet inches b) Weight is? pounds

c) Has there been an increase or decrease of more than 10 pounds in the past year? Yes No

If 'Yes', state the reason and the amount of weight increase or decrease: _____

5.2 Primary care physician or medical practitioner is?

Name: _____ Phone number: (____) ____ - _____

Address: _____

5.3 a) Date of last consultation with a physician/medical practitioner was? _____

b) Reason for, and result of, consultation was? _____

c) Last consultation was with primary care physician/medical practitioner named in 5.2 above? Yes No

If 'No', the last consultation was with the following physician/medical practitioner:

Name: _____ Phone number: (____) ____ - _____

Address: _____

6.0 General Information and Lifestyle, Tobacco/Nicotine & Substance Use Questions.

Does/Has/Is the proposed life insured:

- | | Yes | No | | |
|--|-----------------------|-----------------------|--|-----------------------|
| 6.1 Ever applied for life, critical illness or disability insurance and been turned down, postponed or withdrawn the application? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Required
Supple-
mental
Form
Completed | |
| 6.2 Have an application, formal inquiry or reinstatement request for life, critical illness or disability insurance pending with another insurer? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | |
| 6.3 Ever been asked to pay a higher premium or been issued a reduced face amount? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | |
| 6.4 An intention that a person or entity, other than the owner, will obtain a right, title or interest in a certificate issued as a result of this application (includes an intended assignment)? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | |
| 6.5 Lived in the USA or Canada less than 2 years? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | |
| 6.6 a) Lived outside of the USA or Canada at any time during the last 2 years? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | <input type="radio"/> |
| b) An intention to travel or reside outside of the USA or Canada within the next 12 months? If 'Yes':
To where? _____ When? _____
Why? _____ For how long? _____ | <input type="radio"/> | <input type="radio"/> | | |
| 6.7 In the past 10 years, had a driver's license suspended or revoked, or within the last 5 years had more than 2 moving violations? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | |
| 6.8 Ever been convicted of, incarcerated for, or pled guilty or no contest to a felony or currently charged with or on probation for a crime? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | |
| 6.9 Been placed/Currently on active duty or alert, with the Military or the Reserves? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | | <input type="radio"/> |
| 6.10 In the past 12 months, piloted an aircraft or participated in hang gliding, scuba or skydiving, motorized racing, rodeo events, rock or mountain climbing or intend to participate in one or more of these or other hazardous activities or extreme sports within the next 12 months? <input type="radio"/> <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | |

Provide details to all 'Yes' answers to questions 6.1 through 6.10.

Question number.	Details

- 6.11 Ever used tobacco or another product that contains nicotine?
If 'Yes', complete the chart below.

Type of product.	Quantity	Frequency	Number of years.	Date last used.
<input type="radio"/> Cigarettes				
<input type="radio"/> Cigars				
<input type="radio"/> Pipe				
<input type="radio"/> Chewing				
<input type="radio"/> Patch				
<input type="radio"/> Gum				
<input type="radio"/> Other				

- 6.12 In the past 10 years, used cannabis (marijuana), steroids or a narcotic? (Narcotic includes cocaine, barbiturates, stimulants, amphetamines, and hallucinogenic drugs, whether street or prescription.)

If 'Yes', what type(s)? _____
Amount(s) used? _____
Date(s) last used? _____
(mmm/dd/yyyy)

- 6.13 Received or been advised to receive treatment or counseling for alcohol or narcotic abuse or participated in a support group or program for alcohol or drug use?

('Treatment' includes the professional services of a therapist, medical practitioner, physician, medical professional or practitioner of alternative medicine and also includes a weight loss or control program.)

- 6.14 Consumed alcoholic beverages?
If 'Yes', provide type of drinks, number of occasions per week and the number of drinks consumed on those occasions.

7.0 Medical Questions

('Treatment' includes the professional services of a therapist, medical practitioner, physician, medical professional or practitioner of alternative medicine and also includes a weight loss or control program.)

Does/Has/Is the proposed life insured:

- | | Yes | No | Required
Supple-
mental
Form
Completed |
|--|-----------------------|-----------------------|--|
| 7.1 Presently taking prescription medication? _____ | <input type="radio"/> | <input type="radio"/> | |
| 7.2 Presently under treatment? _____ | <input type="radio"/> | <input type="radio"/> | |
| 7.3 Had medication, treatment or a diagnostic test prescribed or advised that has not yet been started or completed? _____ | <input type="radio"/> | <input type="radio"/> | |
| 7.4 In the past 10 years, had an exercise ECG, echocardiogram or other ultrasound, angiography, CAT or MRI scan, biopsy, endoscope, or other special screening or diagnostic test? _____ | <input type="radio"/> | <input type="radio"/> | |
| 7.5 In the past 10 years, been diagnosed as having, or received treatment for: | | | |
| a) High blood pressure, stroke, transient ischemic attack (TIA), swelling of the ankles, shortness of breath, chest pain, pressure or discomfort, angina, aneurysm, leg pain, disorder of the arteries, heart attack or murmur, irregular heartbeat, or other disorder of the heart or circulatory system? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| b) High levels of cholesterol or triglycerides in the blood? _____ | <input type="radio"/> | <input type="radio"/> | |
| c) Anemia, swollen glands or other disorder of the blood or lymphatic system? _____ | <input type="radio"/> | <input type="radio"/> | |
| d) Cancer, tumor, polyp, cyst, abscess, unexplained swelling or lumps? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| e) Auto-immune disease or other disorder of the immune system (other than HIV)? _____ | <input type="radio"/> | <input type="radio"/> | |
| f) Asthma, emphysema, chronic cough, sleep apnea, coughing of blood, or other disorder of the nose, throat or lungs? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| g) Chronic hepatitis, pancreatitis, diarrhea, indigestion, colitis, ileitis, abdominal pain, bleeding, bowel obstruction or chronic disease of the esophagus, stomach, gall bladder, pancreas, liver, or bowels? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| h) Chronic kidney disease, kidney stones, an incident of blood in the urine, or a disorder of the bladder, kidney, prostate gland or reproductive organs? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| i) A seizure, convulsion, epilepsy, paralysis, multiple sclerosis, or chronic disorder of the nervous system, brain, eyes or ears? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| j) Depression, anxiety, schizophrenia or other psychiatric disorder? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| k) Arthritis or other chronic disorder of the joints, bones, muscles, skin or connective tissues? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| l) Diabetes or other disease of the pancreas, thyroid, pituitary or other endocrine glands? _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 7.6 Consulted with another physician/medical practitioner, other than identified in 5.2 or 5.3, in the past 5 years? _____ | <input type="radio"/> | <input type="radio"/> | |
| 7.7 Ever tested positive for HIV (Human Immunodeficiency Virus) as part of a test for obtaining insurance? _____ | <input type="radio"/> | <input type="radio"/> | |
| 7.8 Within the past 5 years applied for or received, from any source, waiver of premiums, disability income or a critical illness benefit? _____ | <input type="radio"/> | <input type="radio"/> | |
| 7.9 Had/Have a parent and/or sibling with a history of diabetes, heart attack, angina, stroke, cancer, polycystic kidney disease, Huntington's Chorea, Alzheimer's, ALS (Amyotrophic Lateral Sclerosis) or other hereditary disorder? _____ | <input type="radio"/> | <input type="radio"/> | |

(If 'Yes', specify the parent and/or sibling, condition and age at onset in number 7.10). (For cancer, specify type.)

7.10	Age if living.	Age at death.	Details of condition/ Cause(s) of death.		Age if living.	Age at death.	Details of condition/ Cause(s) of death.
Father				Sibling			
Mother				Sibling			

7.11 Provide details to all 'Yes' answers to questions 7.1 through 7.8.

Question number.	Condition or disease, diagnosis as advised by attending physician, treatment, present condition.	Dates of onset/ recovery. (mmm/dd/yyyy)	Physician's name, address and phone number.

8.0 Billing and Payment Information.

Payer is: Proposed life insured Owner Other (Supplemental form required.)

Pre-authorized check plan: Monthly Quarterly Semi-annually Annually

Direct Bill: Quarterly Semi-annually Annually

It is acknowledged and agreed that Foresters may change the payment modes and/or payment methods available for premium payments after a certificate comes into effect, if issued in response to this application.

How the pre-authorized check plan works: Pre-authorized checking is a debit service that provides a convenient way to make payments. If elected, pre-authorized checking allows Foresters to collect payments, by making deductions from the payer's bank account electronically on pre-determined dates, eliminating the need for checks to be written or payments to be submitted by mail. The payer should confirm deductions made from their account by reviewing the financial institution's records of their account transactions as these records will be considered receipts for payments made.

Request for Pre-Authorized Check Plan ('PAC plan')

The payer agrees, as evidenced by his or her initials below and signature in the Signature Section of this Application, that the following terms and conditions apply.

1. Foresters is authorized to draw deductions under the PAC plan from the account identified in the banking information below or another account later identified or substituted by the Payer.
2. The financial institution from which payments are to be withdrawn is authorized to treat each withdrawal by Foresters as though it was made personally by the payer.
3. Deductions will be drawn in or before the month the payment is due, however Foresters reserves the right to determine when the first deduction, if any, will be made and the amount of that deduction.
4. This PAC plan is effective immediately and will continue until terminated, which either the payer or Foresters may do at any time by written notice sent to the other specifying the termination date.
5. The PAC plan may be terminated immediately or at any time by Foresters at its sole option and discretion if a payment is not honored by the financial institution on presentation. Failure to terminate this PAC plan after a payment is not honored does not waive or prohibit Foresters right to terminate the PAC plan as set out in this authorization or prevent Foresters from terminating the PAC plan at any time.

To combine payments under this PAC plan with a currently active Foresters certificate, enter the certificate number: _____

Banking information is to be taken from: Attached void check. Check submitted with this Application.
 Information supplied below (required if no check provided).

Bank account type: Checking Savings

Financial institution's name: _____

Financial institution's address: _____

City: _____ State: _____ Zip code: _____

Transit number: _____ Account number: _____

Payer acknowledges that payments may be deducted from his/her bank account. _____
(Payer's Initials.)

9.0 Temporary Life Insurance Agreement Acknowledgement and Questions.

Temporary Life Insurance Agreement Acknowledgement.

Will the Temporary Life Insurance Agreement be left with the owner? Yes No

If 'No', owner acknowledges that there is no temporary life insurance coverage in effect. _____
(Owner's initials.)

If 'Yes', complete the rest of this section.

Temporary Life Insurance Agreement Questions.

Has the proposed life insured:

9.1 Within the past 24 months, had either an investigation or treatment, or both, by a physician or medical practitioner for chest pain, heart problem, stroke or cancer? _____

Yes	No
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>

9.2 Within the past 120 days, been admitted or been medically advised to be admitted to a hospital or other licensed health care facility (other than for childbirth)? _____

9.3 Within the past 120 days, had surgery performed or recommended, had or been medically advised to have a medical test or investigation which was refused to be undertaken, has not yet been undertaken or the results of which are still unknown? _____

First payment, in the amount of \$ _____, is provided by:
 Check/Bank Draft/Money Order Pre-authorized check plan (PAC) Other _____

No first payment provided (TIA Agreement not left with owner). _____
(Specify)

10.0 Agreements

“I/Me” means individually each person identified in this Application as either the proposed life insured or the owner, and the parent/legal guardian signing this Application if the proposed life insured is a juvenile. I, as evidenced by my signature in the Signature Section of this Application, have read, understand, agree, and declare:

1. I have read this Application. I was asked every question that applies to me and provided the answers shown, in this Application, to these questions. The statements, answers, and representations contained in this Application are full, complete, and true. All statements made in this Application shall be representations and not warranties.
2. No person, including a producer, has the authority to waive the disclosure of full, complete and truthful information in response to each question in this Application. Such person also has no authority to write down an answer given to a question in this Application other than the answer that was provided to the producer.
3. Medical examination report(s) that may be required by Foresters shall form part of this Application. I will provide full, complete and true answers required in a medical examination report(s). This Application, Foresters Instruments of Incorporation and its Constitution now in force or subsequently enacted shall form part of the entire contract with Foresters.
4. The insurance contract that Foresters issues, if at all, as a result of this Application, is conditional on there being no change in the insurability of the proposed life insured, or a child identified in this Application, if any, between the date of this Application and the date the certificate is delivered to the owner. The insurance contract issued in response to this Application, if any, comes into effect, if at all, as described in that insurance contract. Changes or corrections made to this Application by Foresters, if any, are ratified by the owner when the insurance contract issued in response to this Application, if any, comes into effect.
5. A payment provided to Foresters is not paid to Foresters unless and until the payment is honored by the financial institution of the account from which the payment is to be drawn.
6. The answers, statements and representations contained in this Application will influence the assessment and acceptance of this Application by Foresters. Failure to disclose all material facts may result in a loss of coverage and cancellation of the insurance contract. It is understood and agreed that these declarations are used to establish the premium rate of the insurance provided, if any, and that a material misrepresentation or untrue declaration may render the insurance contract issued, if any, voidable. All facts should be shown in this Application.
7. No producer, medical examiner or any other person, except Foresters Executive Secretary or successor position, has power on behalf of Foresters to do either a) or b).
 - a) make, modify, or discharge an insurance contract; or
 - b) bind Foresters by making promise(s) regarding the future performance or benefit(s) of an insurance contract issued other than as specifically written in the insurance contract issued, if any, as a result of this Application.
8. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
9. The terms of the temporary coverage provided, if any, are set out on pages 9 and 10 of this Application, including the pre-conditions and special limitations to temporary coverage and the amount and duration of that temporary coverage.
10. This Application is subject to and governed by the laws of the State where this Application was delivered to the owner, if an insurance contract is issued in response to this Application.
11. If the amount of a first payment submitted with this Application, by selected mode, is more than the amount of the first modal premium required for the certificate, if any, that comes into effect in response to this Application, the difference between those two amounts will be held by Foresters and applied, without interest, to the next modal premium or, at Foresters option, refunded without interest.
12. This Application, and related documents, may be sent to Foresters by electronic means, including, but not limited to, e-mail and facsimile transmission.
13. Foresters may send, to an e-mail address provided to us, if any, information about this Application, a certificate issued as a result of this Application, if any, Foresters and Foresters membership, including member benefits and events.

11.0 Authorization to Obtain and Disclose Information.

In this authorization, proposed life insured means the proposed life insured identified in this Application. Child means each child named, if any, and proposed for insurance, in this Application.

As evidenced by the signature(s) in the Signature Section of this Application, the proposed life insured, and owner, on their own behalf and on behalf of each child, authorizes Foresters and its reinsurers to obtain information about the proposed life insured and each child from any physician, medical practitioner, hospital, clinic, or medical facility; employer; other insurer or institution; consumer reporting agency, pharmaceutical reporting database; or Medical Information Bureau, Inc ('MIB, Inc.').

Foresters may obtain an investigative consumer report and records or other information available as to past, current or future diagnosis, treatment and prognosis of a physical or mental condition.

Foresters may obtain past, current or future drug, physical and mental health, and alcohol-related information that may be protected by federal or state laws and regulations. As it pertains to alcohol and drug information covered by federal regulation, this may be revoked at any time by written notice to Foresters. All action taken by Foresters before written revocation will not be affected.

Foresters may make a brief report to MIB, Inc. about the proposed life insured and each child. Foresters may disclose information to its reinsurers; those who perform services for Foresters related to an application for insurance or a claim for benefits; or those companies which the proposed life insured has applied or may apply for life or health insurance, or benefits. Disclosure may be made when required or permitted by law. This authorization shall be the consent required, whether implied or express, written or oral, by applicable law(s), including Federal and state legislation and regulations regarding the collection, retention, usage and disclosure of information about or related to the proposed life insured and each child.

This authorization is valid for two and one-half years from the date of this Application. Foresters or its authorized representatives may use an original document or a copy of this authorization to obtain information. A copy of the Notice of Information Procedures has been provided to the proposed life insured. It includes the MIB, Inc. and Fair Credit Reporting Notices. A copy of this authorization will be provided upon request.

12.0 Signature Section.

Signature of proposed life insured (if the proposed life insured is not a juvenile).

Signature of owner (if other than proposed life insured).

Signature of parent/legal guardian (if the proposed life insured is a juvenile and the parent/legal guardian is not the owner).

Signature of payer (if other than owner or proposed life insured).

Each person signed at: _____
(City, State)

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

Producer Certification

I certify that:

- I personally, unless otherwise indicated in the Producer Report, asked all questions as written in this Application and have recorded all answers as given to me by the proposed life insured and owner.
- I have not made or agreed to make a rebate of the premium for this insurance.
- I am not aware of undisclosed information about the health habits or lifestyle of the proposed life insured and each child which might affect insurability.
- I recommend acceptance of this Application except as qualified in Remarks.
- I have made no misrepresentation(s) about the Foresters product(s) applied for in this Application. I have made no promise(s) regarding the benefit(s) or future performance of the product(s) applied for, other than as specifically written in the specific product(s) applied for in this Application.
- I have complied with all regulatory requirements applicable to this Application.
- If applicable, I have fulfilled all State and Federal requirements regarding the solicitation and sale of life insurance to active duty members of the United States military.
- If applicable, I have disclosed that this Application will be transmitted to Foresters by electronic means and that this original Application will be destroyed after successful transmission has been confirmed.
- This Application has not been altered in any way after the proposed life insured and owner, if other than the proposed life insured, signed it.

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

Producer: _____
Print full name.

Signature.

Producer number.

Signed at: _____
(City, State)

Signed on: _____
(mmm/dd/yyyy)

13.0 Notice of Information Procedures.

This page must be given to the proposed life insured.

For purposes of this Notice the following words and phrases are defined. The word "Application" means the Application for Individual Life Insurance to which this Notice relates. "Producer" means the licensed individual who signed that Application as the producer. "We", "our", and "us" mean The Independent Order of Foresters. "You" and "your" mean individually the proposed life insured, and each child, if any, identified in that Application.

Privacy

Personal information we obtain about you is confidential. As permitted by privacy laws, we may disclose information without further authorization. This includes disclosure to consumer reporting agencies hired to prepare investigative reports and insurance companies to which you have applied for coverage or benefits. It also includes those providing services for us and those conducting bona fide actuarial, marketing or scientific studies or audits. We may also disclose information to your physician and The Medical Information Bureau ('MIB, Inc.'). Upon written request to us, we will give you more information about these procedures.

You can make a written request to review personal information about you in our certificate file. However, we will not disclose information to you that was prepared for an anticipated claim or civil or criminal proceeding. You may request a correction, amendment or deletion of the information in our files which you believe to be inaccurate or irrelevant. Upon written request, we will provide you with further information about these procedures.

Medical and Personal Information

The Underwriting process evaluates information about you to see if you qualify for the insurance you requested. The information we review may vary with the insurance applied for. We consider information about you such as your age, occupation, and health. We also consider your mode of living, avocation and other personal information.

The answers in this Application are our principal source of information. We may contact other people or institutions personally, by phone or by letter, to confirm or add to the information provided in this Application. For example, we may obtain information from a doctor, clinic, hospital, other insurers, or a lending institution. In some cases, a producer or other Foresters representative may obtain information for us. A medical examination or laboratory tests may be requested.

In some cases, we may ask an independent agency to prepare a consumer report or an investigative consumer report about you. These reports may include information on your character and general reputation. It may also include personal characteristics, such as health, finances, job, and mode of living. Information obtained by the agency may be kept in its file and later given to others who have a business need for it.

The Medical Information Bureau (MIB, Inc.)

MIB, Inc. is a non-profit organization of member life insurers which has an information exchange for its members. Information that is sent to MIB, Inc. by one member may be given to other

members who have a business need for it. MIB, Inc. may provide us or our reinsurers with a brief report about you.

Upon your written request, MIB, Inc. will arrange for disclosure of information it may have in its file about you. If you question the accuracy of MIB, Inc.'s information, you may request a correction according to the procedures in the Federal Fair Credit Reporting Act. Send these requests to MIB, Inc.
PO Box 105, Essex Station, Boston, Massachusetts 02112.
Their phone number is 866 692 6901.

If we order an investigative consumer report, it may include information obtained through interviews with your neighbors, friends or others you know. You may request a personal interview with the agency and they will make a reasonable attempt to talk to you. It will include that information in its report. The Federal Fair Credit Reporting Act gives you the right to make a written request, within a reasonable period of time, to receive additional information from Foresters about the nature and scope of an investigation, if one is made. We will provide the name, address, and phone number of any agency we ask to prepare such a report. You may contact the agency directly to learn about the contents of the report. You may also request a copy of the report. No adverse underwriting decision will be made based upon an individual's implied or confirmed sexual orientation or an individual's concern about or consultation for AIDS information.

We hope this notice helps explain our underwriting process. If you have additional questions, discuss them with your producer or contact us directly. Write to:

Foresters, Chief Underwriter
789 Don Mills Road
Toronto, Canada M3C 1T9

US Mailing Address
PO Box 179
Buffalo, NY 14201-0179

Producer name _____

Office phone number _____

14.0 Temporary Life Insurance Agreement (To be completed and left with the owner if all pre-conditions are met.)

Definitions.

For purposes of this Temporary Life Insurance Agreement ("Agreement"): "Application" means the Application for Individual Life Insurance of which this Agreement forms a part. "Producer" means the licensed individual who signed the Application as the producer. "Proposed Life Insured" means the person identified as the proposed life insured in the Application. "Owner" is identified in the "Owner" section of the Application.

Pre-Conditions to Temporary Coverage.

Subject to the terms of this Agreement, Foresters agrees to provide the temporary coverage set out in this Agreement, effective on the date the Application is signed by the owner, if each of the following pre-conditions are met:

1. The proposed life insured is not age 71 or older on the date the Application is signed by the owner.
2. No more than \$1,000,000 insurance coverage on the life of the proposed life insured is applied for in the Application, calculated by including the amount of the benefit applied for under a rider (except common carrier accidental death coverage if any) payable in the event of death of the proposed life insured.
3. All questions in this Agreement are answered 'No' and the 'No' answers shown to the questions in this Agreement are truthful.
4. No later than the date the Application is signed by the owner, a first payment, in an amount equal to at least a monthly premium for the insurance applied for in the Application, is provided.

If either one or more of the above pre-conditions are not met, no temporary coverage takes effect under this Agreement even if the Agreement was left with the owner.

Temporary Life Insurance Agreement Questions.

Has the proposed life insured:

- | | Yes | No |
|---|-----------------------|-----------------------|
| 1. Within the past 24 months, had either an investigation or treatment, or both, by a physician or medical practitioner for chest pain, heart problem, stroke or cancer? _____ | <input type="radio"/> | <input type="radio"/> |
| 2. Within the past 120 days, been admitted or been medically advised to be admitted to a hospital or other licensed health care facility (other than for childbirth)? _____ | <input type="radio"/> | <input type="radio"/> |
| 3. Within the past 120 days, had surgery performed or recommended, had or been medically advised to have a medical test or investigation which was refused to be undertaken, has not yet been undertaken or the results of which are still unknown? _____ | <input type="radio"/> | <input type="radio"/> |
| <input type="radio"/> First payment, in the amount of \$ _____, is provided by: | | |
| <input type="radio"/> Check/Bank Draft/Money Order <input type="radio"/> Pre-authorized check plan (PAC) <input type="radio"/> Other _____ | | |
| <small>(Specify)</small> | | |
| <input type="radio"/> No first payment provided (TIA Agreement not left with owner). | | |

Amount of Temporary Coverage.

Subject to the terms of this Agreement, if all of the above pre-conditions are met and the proposed life insured dies while this Agreement is in effect, Foresters shall pay, to the beneficiary(ies), as shown in the Application, under this and all other Foresters temporary life insurance agreement(s) insuring the life of the proposed life insured, the lesser of:

1. The amount of insurance applied for in the Application on the life of the deceased proposed life insured, including the amount payable for the death of the proposed life insured under a rider applied for (except common carrier accidental death coverage if any); or
2. \$500,000.

Termination of Temporary Coverage.

Subject to the terms of this Agreement, if temporary coverage takes effect under this Agreement, temporary coverage will terminate, and shall be of no further force or effect, on the earliest of the following:

1. Ninety (90) days from the date shown in the Application as the date that the Application was signed by the owner. That date shall be the first day for purposes of calculating this ninety (90) day period.
2. The date an approved Foresters certificate on the life of the proposed life insured takes effect as described in that certificate, if a certificate is issued in response to the Application.
3. The date Foresters offers, as shown in Foresters records, the owner a Foresters certificate in response to, but not as applied for in, the Application.
4. The date a written or oral request to withdraw the Application is made by or on behalf of the proposed life insured or the owner.
5. The date a written or oral request to terminate this Agreement is made by or on behalf of the proposed life insured or the owner.
6. The date written notice is sent by Foresters, as shown in Foresters records, to the proposed life insured or the owner, terminating this Agreement.
7. The date written notice is sent by Foresters, as shown in Foresters records, to the proposed life insured or the owner, declining the Application.

Special Limitations

1. Fraud, material misrepresentation or non-disclosure in the Application will void this Agreement and limit Foresters liability to a refund of payment(s) made to Foresters.
2. This Agreement shall be void if the first payment, regardless of method, is not honored when presented for payment.
3. If the proposed life insured dies by suicide, whether sane or insane, Foresters liability under this Agreement is limited to a refund of the payment(s) made to Foresters.

Payment to Foresters

If a check, bank draft or money order is provided with the Application, it must be made payable to Foresters. Do not make the payee the producer or leave the payee blank.

Entire Agreement

This Agreement contains the entire terms regarding temporary coverage. No one, including the producer signing in the Signature Section of the Application, is authorized to waive, modify or change in writing, orally, or otherwise the terms of this Agreement or to promise or represent the terms of this Agreement other than as expressly written in this Agreement.

Governing Law

This Agreement shall be governed by and subject to the laws of the State in which this Agreement was delivered to the owner.

Acknowledgement

I, the proposed life insured and owner, if other than the proposed life insured, by signing in the Signature Section of this Application, acknowledge and agree that I have reviewed, understand and accept the terms of this Temporary Life Insurance Agreement, including the pre-conditions and special limitations to temporary coverage and the amount and termination of temporary coverage.

Countersigned



George Mohacsi
President & Chief Executive Officer

The Independent Order Of Foresters

Statement of Variability Flexible Premium Adjustable Life Insurance

UL-SMART-US01-2009

Page 1

1. Foresters head office, US mailing office and telephone number are bracketed to allow for change if Foresters moves or changes its phone number.
2. Insured, Owner, Issue Date, Certificate Number and Branch Number are "John Doe" information and will vary by individual insured.
3. State Governing and Department of Insurance state name will always show the name of the state in which the form was issued.
4. Department of Insurance telephone number is bracketed to allow for change if your state's DOI complaint number changes in the future.
5. Marketing name "Foresters SMART Universal Life" is bracketed in case the marketing name changes.
6. The Right to Examine period is bracketed to accommodate your state's normal free look period, currently 10 days, and for when the certificate is issued in a replacement situation. In replacement situations, the right to examine and cancel will be extended to display the period required by your state law, currently 10 days. The field is also bracketed to allow for any changes to your state law in order to avoid re-filing for such a change.
7. Foresters officer signatures and titles are bracketed to allow for change if Foresters' officers change.

Pages 2-3

8. Marketing name "Foresters SMART Universal Life" is bracketed in case the marketing name changes.
9. Page numbers at the bottom of all pages are bracketed as pages may change based the certificate owner's selection of options. Note that page numbers in the table of contents will be updated as applicable.
10. The telephone number is bracketed to allow for change if Foresters changes its phone number.

Page 4

11. Insured, Owner, Issue Age and Sex of Insured, Certificate Number, Branch Number and Issue Date are "John Doe" information and will vary by individual insured.
12. Face Amount will vary as elected by owner subject to Foresters' business rules at the time of the certificate issue.
13. Insurance Class will show one of the following: Juvenile, Tobacco or Non-Tobacco depending on the individual insured.
14. Rating Class: will be "Standard" for non-rated cases, and "Special" for certificates issued with a substandard rating.
15. The Death Benefit Option will show either "Level" or "Increasing" as elected by the owner on the application form.
16. The Life Insurance Qualification Test will show either "Cash Value Accumulation Test" or "Guideline Premium Test" as selected by the owner on the application form.
17. Marketing name "Foresters SMART Universal Life" is bracketed in case the marketing name changes.
18. Flexible Premium Adjustable Life Insurance section:
 - a) Planned Premium is elected by the owner. Minimum Premium will be based on the individual insured's information and coverage amounts issued.
 - b) Premium Modes available are Monthly, Quarterly, Semiannual or Annual and will be elected by the owner.
 - c) Minimum Premium Payment Period: Currently will be 10 years for all certificates. Bracketed to accommodate change if Foresters reprices and changes the no-lapse guarantee period. Changes

- would be applied to new issues only, and would be implemented in accordance with your applicable state laws.
- d) Premium Expense Charge and duration: Currently 6.00% for initial 20 years and 0% thereafter for all certificates. Bracketed to accommodate change if Foresters reprices the product. Changes would be applied to new issues only, and would be implemented in accordance with your applicable state laws.
 - e) Paragraph beginning "Based upon the guaranteed interest rate. . ." will appear if the certificate will lapse prior to age 100 based on the planned premium and guaranteed rates. The bracketed date within the statement is the projected lapse date based on the parameters listed within the message for the certificate.
19. Monthly Deductions:
- a) Face Amount Factor: Varies by individual insured's issue age and gender.
 - b) Monthly Administration Deduction: Currently \$12 for all insureds. Bracketed to accommodate change if Foresters reprices the product. Changes would be applied to new issues only, and would be implemented in accordance with your applicable state laws.

Page 5

20. Table of Maximum Cost of Insurance Rates per \$1,000 will vary based on individual insured information such as issue age, gender, insurance class, and substandard ratings if any.

Page 6

21. Surrender Charges: Surrender Factor will vary based on individual insured's information such as issue age, gender, face amount and insurance class.
22. Table of Death Benefit percentages will vary depending on the individual's selection of Guideline Premium Test or Cash Value Accumulation Test (CVAT). If CVAT is selected the table will vary by gender and premium class.

Page 7

23. The Rider Information section will contain information about any riders included on the certificate.
- a) Waiver of Monthly Deductions rider
 - i. Expiry Date: Will be the certificate anniversary when the insured is age 65 based on the contract's age definition.
 - ii. Initial Monthly Rider Deduction and Table of Monthly Rates per \$1,000: May vary based on individual insured's information such as issue age, gender, insurance class, benefit amount, substandard ratings, etc.

Page 23

24. Notification Provision: Foresters head office and US mailing office are bracketed to allow for change if Foresters moves or changes its phone number.

Page 24

25. Foresters head office, US mailing office and telephone number are bracketed to allow for change if Foresters moves or changes its phone number.
26. Marketing name "Foresters SMART Universal Life" is bracketed in case the marketing name changes.

UL-WMD-AR01-2009

- 1. Foresters head office, US mailing office and telephone number are bracketed to allow for change if Foresters moves or changes its phone number.
- 2. Foresters officer signatures and titles are bracketed to allow for change if Foresters' officers change.

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: The Independent Order of Foresters

Form Title(s): Foresters SMART Universal Life Insurance with Data Pages, Application Insert Page,
Waiver of Monthly Deductions Rider

Form Number(s): UL-SMART-US01-2009, UL-WMD-AR01-2009, 770598 US 10/09

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

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

November 12, 2009

Date

**ARKANSAS CERTIFICATION OF
COMPLIANCE**

Company Name: The Independent Order of Foresters

Form Title(s): Foresters SMART Universal Life with Data Pages, Application Insert Page,
Waiver of Monthly Deductions Rider

Form Number(s): UL-SMART-US01 -2009, UL-WMD-AR01-2009, 770598 US 10/09

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 34.

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

November 12, 2009

Date

EXHIBIT A (REVISED)

**CONSENT TO SUBMIT RATES AND/OR
COST BASES FOR APPROVAL**

NAME OF COMPANY: The Independent Order of Foresters

FORM NUMBER(S): UL-SMART-US01-2009, UL-WMD-AR01-2009, 770598 US 10/09

The Company does hereby consent and agree:

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to the policy form number(s) indicated above must be filed with the Insurance Commissioner for the State of Arkansas ("commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

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

November 12, 2009

Date

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

CALL TOLL-FREE



1 - 800 - 828 - 1540

F A X

(416) 429 - 3896

OR

TO INITIATE A COMPLAINT

WRITE TO:

The Independent Order Of Foresters

Forester House:

789 Don Mills Road
Toronto, ON M3C 1T9

US Mailing Address:

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

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

Arkansas Insurance Department

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

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