

SERFF Tracking Number: MADS-126365543 State: Arkansas
Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 43943
Company Tracking Number: GTL-PORTABILITY
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: GTL-Portability
Project Name/Number: GTL-Portability/GTLP-C-0709

Filing at a Glance

Company: Madison National Life Insurance Company, Inc.

Product Name: GTL-Portability

SERFF Tr Num: MADS-126365543 State: Arkansas

TOI: L08 Life - Other

SERFF Status: Closed-Approved-
Closed State Tr Num: 43943

Sub-TOI: L08.000 Life - Other

Co Tr Num: GTL-PORTABILITY

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Sue Long, Cheryl

Disposition Date: 11/02/2009

Richards, Andrea Greiber

Date Submitted: 10/30/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GTL-Portability

Status of Filing in Domicile: Pending

Project Number: GTLP-C-0709

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Trust

Filing Status Changed: 11/02/2009

Explanation for Other Group Market Type:

State Status Changed: 11/02/2009

Deemer Date:

Created By: Sue Long

Submitted By: Sue Long

Corresponding Filing Tracking Number: MADS-
125780360 AND MADS-125780509

Filing Description:

Portability Coverage - Group Term Life Insurance - Non-Participating

The forms are new and will not replace any existing forms filed with your Department.

The current group term life insurance products, which are on file with your Department (Madison National Life MADS-125780360 and Standard Security Life MADS-125780509), offer an optional Portability benefit which employers may or may not opt. Therefore, this Madison National Life Certificate of Insurance was specifically designed to coincide with

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those current group term life insurance products.

When the Portability benefits is opted and an employee leaves the Group and elects portability coverage (over conversion coverage), the employee will be issued this Portability Certificate of Insurance which is covered under a Group Policy issued to either National Insurance Services of Wisconsin Insurance Trust (NIS) or National Plan Insurance Trust (NPS). (The Group Policyholder will be determined by what coverage the employee had in force through his or her employer. The employer may have group coverage through NIS or a related Trust, or the employer may have been the Group Policyholder itself.)

The Portability coverage Group Policyholders, NIS or NPS, are situated in the State of Wisconsin and the Group Policy is issued and delivered in the State of Wisconsin. A copy of the Group Policy and Trust Agreements are included under the "Supporting Documentation" tab, for your reference.

The Certificate of Insurance will be governed by the laws of your State. All terms are defined, and benefits are provided, in accordance with the terms, conditions and provisions of the Certificate, any applicable related documents, and applicable State laws.

Product Forms: Certificate of Insurance and Application

Certificate of Insurance – GTLP-C-0709

This is a matrix filing (i.e. while it is one document, it is divided into several sections and each section has been assigned a number/section. If certain sections need to be revised because of statute or rule changes or because of industry updates, a replacement section will be filed versus refiling the entire Certificate. Below are the Certificate forms and their descriptions.

The Certificate contains [bracketed], variable language provisions which are subsequently populated. Attached is a Certificate's Statement of Variability that lists all of the bracketed provisions and describes how the brackets will be populated and the reasoning for the brackets.

CERTIFICATE FORM NOS., APPLICABLE CERTIFICATE SECTIONS AND/OR SUBSECTIONS

GTLP-C-0709, Certificate of Insurance and cover page

GTLP-C100-0709, Table of Contents section

GTLP-C200-0709, Schedule of Benefits

GTLP-C300-0709, Definitions section

GTLP-C400-0709, Becoming Insured section

GTLP-C500-0709, Premium Provisions section

GTLP-C600-0709, When Coverage Ends section

GTLP-C800-0709, Life Insurance - Living Benefit section (optional, based on prior employer coverage)

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GTLP-C900-0709, Life Exclusions section
 GTLP-C1000-0709, Life Insurance Conversion Benefit section
 GTLP-C1100-0709, Accidental Death & Dismemberment Insurance (optional, based on prior employer coverage)
 GTLP-C1200-0709, Claims Provisions section
 GTLP-C1300-0709, General Provisions section

We retain the right to change font, paper color and to correct grammar errors (as long as those corrections do not change the intent or purpose of this form filing).

Company and Contact

Filing Contact Information

Sue Long, Compliance Specialist smm@madisonlife.com
 PO Box 5008 800-356-9601 [Phone] 2061 [Ext]
 Madison, WI 53705 608-830-2700 [FAX]

Filing Company Information

Madison National Life Insurance Company, Inc. CoCode: 65781 State of Domicile: Wisconsin
 1241 John Q. Hammons Drive Group Code: 450 Company Type: Life and Health
 Madison, WI 53717 Group Name: State ID Number:
 (608) 830-2000 ext. [Phone] FEIN Number: 39-0990296

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Madison National Life Insurance Company, Inc.	\$50.00	10/30/2009	31682345

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/02/2009	11/02/2009

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Disposition

Disposition Date: 11/02/2009

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	ACTUARIAL MEMO		No
Supporting Document	VARIABILITY		Yes
Supporting Document	CHECKLIST		Yes
Supporting Document	MNL ADB		Yes
Supporting Document	DISCLOSURE/ILLUSTRATION		
Form	INFORMATIONAL - TRUST		Yes
Form	GROUP TERM LIFE INSURANCE		Yes
Form	PORTABLE CERTIFICATE		
Form	APPLICATON FOR PORTABLE GROUP		Yes
	TERM LIFE INSURANCE		

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Form Schedule

Lead Form Number: GTLP-C-0709

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GTLP-C-0709	Certificate	GROUP TERM LIFE INSURANCE PORTABLE CERTIFICATE	Initial		60.000	GTLP-C-0709.pdf
	GTLP-A-0709	Application/ Enrollment Form	APPLICATION FOR PORTABLE GROUP TERM LIFE INSURANCE	Initial		73.000	GTLP-A-0709.pdf

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717

**GROUP TERM LIFE INSURANCE
CERTIFICATE OF PORTABLE INSURANCE**

PLEASE READ THIS CERTIFICATE CAREFULLY.

This Certificate of Insurance (hereinafter referred to as "Certificate") is evidence of insurance provided under the Group Policy issued to the Group Policyholder (hereinafter referred to as "Policyholder"). This Certificate describes the essential features of such insurance.

Madison National Life Insurance Company, Inc., in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy and is not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act or 1974 (ERISA), as amended, or any other federal or state laws.

No coverage under the Group Policy is in effect until approved in writing by Us and issued and delivered to the Policyholder. All terms, conditions and other provisions of the Group Policy are governed by the laws of the state in which the Policyholder is located. All provisions on this and the following pages are part of this Certificate. The Group Policy is on file and available for review at the main office of the Policyholder.

The President and Secretary of Madison National Life Insurance Company, Inc. witness this Certificate:



[Larry R. Graber
President



Adam C. Vandervoort
Secretary]

Non-Participating

TABLE OF CONTENTS

SCHEDULE OF BENEFITS[4]

I. DEFINITIONS[4]

II. BECOMING INSURED[5]

III. PREMIUM PROVISIONS[6]

IV. WHEN COVERAGE ENDS[6]

[[VI]. LIFE INSURANCE LIVING BENEFIT [8]]

[[VII.] LIFE EXCLUSIONS[9]]

[VIII.] CONVERSION BENEFIT[10]

[[IX]. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE[10]]
 AD&D Exclusions]

[X.] CLAIMS PROVISIONS[12]
 Filing a Claim
 Notice of Decision of Claim
 Payment of Claims
 Review Procedure

[XI.] GENERAL PROVISIONS[14]
 Name a Beneficiary
 Simultaneous Death Provision
 Entire Contract, Changes
 Incontestability
 Clerical Error
 Misstatement
 Legal Actions
 Assignment
 Conformity with State Laws

GTLP-C100-0709

SCHEDULE OF BENEFITS

A. Administrative

- | | |
|---------------------------------------|--|
| 1. Policyholder: | [Name of Policyholder]
[Policyholder Address]
[Policyholder Address] |
| 2. Plan Number: | [Number] |
| 3. Insured Effective Date: | [Effective Date] |
| 4. Insured Premium Contribution: | 100% |
| 5. Insurance Reduction Schedule: | |
| <u>Life [& AD&D] Coverage</u> | |
| [Insured Basic: | [[0-95]% at Age [65-100]]] |
| [Insured Supplemental: | [[0-95]% at Age [65-100]]] |
| [Dependent Basic – Family: | [[0-95]% at Age [65-100]]] |
| [Dependent Supplemental: | [[0-95]% at Age [65-100]]] |

B. Basic Life Insurance

- | | |
|---|----------------------|
| Insured Basic Life: | [\$1-\$1,000,000] |
| [Dependent Basic Life-Family | [\$100-\$50,000]] |
| [Spouse Basic Life: | [\$1,000-\$500,000]] |
| <u>[Child Basic Life</u> | |
| Age: Birth through 14 days: | [\$0-\$50,000] |
| Age: 15 days to 6 months: | [\$0-\$50,000] |
| Age: 6 months through the Age specified herein: | [\$100-\$50,000]] |

C. [Supplemental Life Insurance

- | | |
|--------------------------------------|-------------------------|
| Insured Supplemental Life: | [\$1-\$1,000,000] |
| <u>[[Dependent Supplemental Life</u> | |
| [Family Supplemental Life: | [\$100-\$50,000]] |
| [Spouse Supplemental Life: | [\$1,000-\$500,000]]] |
| <u>[Child Supplemental Life</u> | |
| Age: Birth through 14 days: | [\$0-\$50,000] |
| Age: 15 days to 6 months: | [\$0-\$50,000] |
| Age: 6 months through Limiting Age: | [\$100-\$50,000]]] |

D. [Additional Benefits

- | | |
|---------------------|-------------|
| 1. [Living Benefit: | Included]] |
|---------------------|-------------|

E. [Basic Accidental Death and Dismemberment Insurance

AD&D Insurance

- | | |
|---|-----------------------|
| Insured Basic AD&D: | [\$1-\$1,000,000] |
| <u>[[Dependent Basic AD&D</u> | |
| [Family Basic AD&D: | [\$100-\$50,000]] |
| [Spouse Basic AD&D: | [\$1,000-\$500,000]] |
| <u>[Child Basic AD&D</u> | |
| Age: Birth through 14 days: | [\$0-\$50,000] |
| Age: 15 days to 6 months: | [\$0-\$50,000] |
| Age: 6 months through the Age specified herein: | [\$100-\$50,000]]] |

F. [Supplemental AD&D Insurance

- | | |
|--|-----------------------|
| Insured Supplemental AD&D: | [\$1-\$1,000,000] |
| <u>[[Dependent Supplemental AD&D</u> | |
| [Family Supplemental AD&D: | [\$100-\$50,000]] |
| [Spouse Supplemental AD&D: | [\$1,000-\$500,000]] |
| <u>[Child Supplemental AD&D</u> | |

Age: Birth through 14 days:	[\$0-\$50,000]
Age: 15 days to 6 months:	[\$0-\$50,000]
Age: 6 months through Limiting Age:	[\$100-\$50,000]]]

GTLP-C200-0709

I. DEFINITIONS

Dependent means Your Spouse or Child who was insured under the previous group term life insurance policy which immediately preceded the effective date of this Certificate. Dependent does not include a person who is a full-time member of the armed forces of any country.

- a) **Spouse** means a person to whom You are legally married [, who is under age [65-99],] and from whom You are not legally separated.
- b) **Domestic Partner** means a person who lives in the same household and shares the common resources of life in a close, personal intimate relationship with You if, under state law, that individual would not be prevented from marrying You on account of age, blood relationship, or prior undissolved marriage to another.
 - [(1) A Domestic Partner may be of the same or opposite gender as You.]
 - [(2) You must have completed an affidavit of declaration of domestic partnership, submitted that affidavit to Us and filed that affidavit for public record, if required by state law.]
 - [(3) Except where otherwise specified, a Domestic Partner will herein be the equivalent of a Spouse.]]
- c) **Child** means Your unmarried Child until age [19-21] [or age [23-25] (the **Limiting Age**) if a full-time student. Full-time student means a registered student in full-time attendance at an accredited educational institution, including vocational training]. Child includes a stepchild or legal ward, a Child placed in the home for adoption and/or a legally adopted Child. [Except where otherwise specified, a Child of a Domestic Partner will be the equivalent of a Child of a Spouse under the Group Policy.]
- d) **Disabled Child** means Your unmarried adult Child who is, on and after the date on which insurance would end because of the Child's age, continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon You for support and maintenance, or institutionalized because of mental or physical handicap. You must provide proof of Your Disabled Child's status within 31 days after the date on which insurance would otherwise end because of the Child's age. Thereafter, We may require further proof of Your Disabled Child's status, but not more often than annually. Costs associated with such proof will be Your responsibility.

Evidence of Insurability

1. Providing Evidence of Insurability means that a person applying for coverage under the Group Policy must:
 - a) complete and sign Our Evidence of Insurability application and return the original application to Us. The application must be received by Us no later than [30/60] days from the date of signing; and
 - b) authorize Us to obtain information about the applicant's health; and
 - c) undergo a physical examination, if required by Us, which may include diagnostic testing; and
 - d) provide any additional information about the applicant's insurability that We may reasonably require.
2. If any applicant is required to provide Evidence of Insurability, the applicant will be responsible for all costs associated with providing Evidence of Insurability.
3. In each case where Evidence of Insurability is required, We base Our decision whether to approve coverage on the information provided during the underwriting process. If We learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, We may retroactively rescind coverage and deny claims.

Group Policy means the group insurance policy issued by Us to the Policyholder under a specified Plan Number.

Injury: Bodily Injury due to an Accident which: (1) results directly and independently of disease, bodily infirmity or any other causes; (2) solely, directly and independently of all other causes results in medical expense; (3) occurs after the effective date of the Insured Person's coverage; and (4) occurs while the Insured Person's coverage is in force. All Injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

Insured is the person with whom this Certificate was issued to.

Insured Effective Date means the date on which this portable coverage became effective.

Insured Person means the Insured and Dependent, if any Dependent, whose coverage is in effect under the Group Policy.

Physical Disease means a Physical Disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes pregnancy.

Physician means a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision. For the purpose of this Group Policy, Physician will not include the Insured Person's Spouse, parent, brother, sister, or Child, including these members of a Spouse's family.

Plan Number means the number used by Us and the terms of coverage specified under the Group Policy.

Proof of Loss is defined in the "Claims Provisions" section.

You and **Your** means the Insured.

We, Us and **Our** means Madison National Life Insurance Company, Inc.

GTLP-C300-0709

II. BECOMING INSURED

- A. You were previously covered under a group term life insurance certificate of insurance through your former employer. That coverage gave You the option to apply for conversion coverage under an individual insurance policy or to apply for portable coverage under a new Group Certificate. You applied for the portable coverage. Your insurance benefits are shown in the Schedule of Benefits section.
- B. The effective date of your coverage under this Certificate is shown in the Schedule of Benefits section.
- C. You can decrease Your insurance. Any decrease in insurance becomes effective on the first day of the calendar month following the date We receive Your written request for the decrease, except that if such event occurs on the first day of a month, the decrease in coverage becomes effective on that day.
- D. [You can increase Your insurance, but Evidence of Insurability is required. If We approve an increase of insurance, the increase will become effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.]

GTLP-C400-0709

III. PREMIUM PROVISIONS

A. Premium Payments

1. To keep this portable coverage in force, you must pay the premiums when they are due.
2. Premiums are payable to Us at Our Home Office and are payable in advance after the first premium.
3. Premiums will be based on the premium rates in effect for the benefits and terms provided with this portable coverage.
4. We may change the premium rates on any date premium is due after We have notified you of the rate change at least 60 days in advance.
3. You may pay premiums annually, semi-annually, quarterly, or monthly, as mutually agreed by You and Us.

B. Grace Period

1. If a premium is not paid on or before its due date, it may be paid during the Grace Period. The coverage under this Policy will remain in force during the Grace Period.
2. **Grace Period** means the 31 days following the premium due date.
3. If the premium for coverage is not paid during the Grace Period, this portable coverage will terminate automatically at the end of the Grace Period.
4. You are liable for premium for coverage during the Grace Period. Coverage ends at the end of the Grace Period's 31st day. If premium remains unpaid after the Grace Period ends, We may charge interest at the legal rate for any unpaid premium.

C. Reinstatement.

1. If any renewal premium is not paid and coverage is terminated, You may request a reinstatement by reapplying and submitting the required premium and Evidence of Insurability.
2. Coverage will be reinstated upon Our approval, if You request reinstatement within 31 days of termination date.
3. We shall approve or disapprove the reinstatement within 15 calendar days following receipt of the reinstatement request and premium.
4. We and You shall have the same rights hereunder as we did under this portable coverage immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

GTLP-C500-0709

IV. WHEN COVERAGE ENDS

A. Coverage under this Certificate will cease on the earliest of the following:

5. if premium is not paid when required, the last day of the period for which premium was paid;
2. for all applicable Insured Persons, the date the Insured Person's coverage ceases in accordance with the Insurance Reduction Schedule shown in subsection "A." of the Schedule of Benefits, if applicable;
2. for Dependent Children, the date the Child reaches the limiting age;
3. for Dependents, the last day of the month in which the Insured dies; [or]
4. the [date/end of the calendar month] in which We receive Your written request for termination of this insurance; [or]
5. [the date an applicable Insured Person reaches his or her Social Security retirement age] [or]
6. [the date the Insured [becomes eligible for coverage/becomes covered] under another group term life insurance policy;] [or]
7. [the end of [2-5] years from the effective date of coverage.]

GTLP-C600-0709

[VI. LIFE INSURANCE - LIVING BENEFIT

Accelerated Death Benefit

Terminally Ill and **Terminal Illness** mean a medical condition that is expected to result in Your death within [6-24] months.

- A. If You become Terminally Ill while covered for life insurance under the Group Policy You may elect to receive the Living Benefit as provided for under this section.
- B. The Living Benefit will be an amount equal to [25-100]% of Basic Life Insurance [plus Your Supplemental Life Insurance] in effect on the date Your election is made, subject to a minimum of \$[5,000-50,000] and a maximum of \$[25,000-1,000,000]. The amount payable will be equal to the Living Benefit less applicable amounts, if any, charged for an investment loss (interest) and administrative fees.
- C. The payment will be made in one lump sum to You or to the payee You appropriately assign.
- D. The Living Benefit will not be available if:
 - 1. You have any portion of any Life Insurance or ownership rights thereof absolutely or irrevocably assigned or transferred;
 - 2. You have made an irrevocable beneficiary designation;
 - 3. the insurance proceeds are subject to a court order under a divorce decree, separate maintenance agreement or property settlement agreement;
 - 4. You have filed for bankruptcy, unless You give Us written approval from the bankruptcy court for payment of the Living Benefit; [and]
 - 5. [Your Terminal Illness resulted from an intentionally self-inflicted Injury or suicide attempt within the first two years after Your effective date of coverage or an insurance increase. If You were covered under another life insurance plan with Us immediately preceding Your Effective Date, credit will be given for the time You were insured under that prior plan.]
- E. No payment will be made under this election unless and until We receive and approve of all of the following:
 - 1. Your signed and notarized election of this option on a form furnished by Us;
 - 6. signed and witnessed written statements of all irrevocable beneficiaries and assignees (and Spouse in marital property states) consenting to Your election of this option; and
 - 7. satisfactory written proof, from a Physician, that You have been diagnosed as being Terminally Ill and that You are of sound mind and under no constraint or undue influence.
- F. We may require a second opinion and examination of Your condition at Our own expense by a Physician of Our choice.
- G. Payment of the Living Benefit will reduce correspondingly the face amount of Your life insurance benefits under the Group Policy. This will result in reduced life insurance proceeds payable to Your beneficiary at Your death. Furthermore, any amount of insurance that would otherwise be continued will be reduced proportionately.
- H. Premium payments must continue to be paid for Your life insurance unless You qualify to have Your life insurance premium waived. [The premium payment due will not be affected by any Living Benefit paid under this provision.][The premium due will be based on the amount of insurance remaining in force after deducting the amount of the Living Benefit.]
- I. Payment of the Living Benefit will not affect the amount of, or change an existing beneficiary designation for, the AD&D Benefit, if any, in effect and kept in force under the Group Policy.
- J. Your election together with Our payment of the Living Benefit constitute a valid and effective beneficiary designation change, but only with respect to the specified life insurance benefits, and only to the extent affected by the Living Benefit payment, and applicable interest and fees, if any, charged thereon.
- K. Payment of the Living Benefit will be exempt from the claims of creditors and from legal process to the extent permitted by law.
- L. All other provisions of the Group Policy, including the effective date provisions of any benefit increases and the provisions on benefit reductions because of amendments to the plan or benefit classification changes or Your

attained age, remain valid and in effect. Any such life insurance benefit reduction will be calculated based on Your life insurance amount in effect immediately before the Living Benefit payment.

M. You are responsible for any tax consequences related to this benefit.]

GTLP-C800-0709

[VII. LIFE EXCLUSIONS

[A. Suicide Exclusion.

1. Except as provided for below, no death benefits will be payable for a death of an Insured Person occurring within 2 years from the Insured Person's effective date of coverage under the Group Policy, if such death was caused by suicide, attempted suicide, or any other intentionally self-inflicted Injury or Physical Disease, while sane or insane.
2. We will refund all premiums paid for any coverage under which benefits are excluded from payment under this provision.
3. If You were covered under the prior group policyholder's life insurance plan with Us immediately preceding Your Effective Date, credit will be given for the time You were insured under that prior plan.]

[B. Substance Abuse Exclusion. No death benefits will be payable, and we will refund all premiums paid for Life Insurance, if death results while under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Physician, but not for the treatment of Substance Abuse.

Substance Abuse means a condition listed in the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.]]

GTLP-C900-0709

[VIII.] LIFE INSURANCE CONVERSION BENEFIT

A. When Coverage Ends.

1. If an Insured Person's coverage under the Group Policy ends because the Insured dies the Insured Person may apply, as described below, for Our individual life insurance policy without submitting Evidence of Insurability.
 - a) The Insured Person must complete an application and send it to Us, along with the first premium payment, within the 31-day period immediately following the date coverage ends under the Group Policy (the Conversion Period).
 - b) The individual policy will become effective on the first day following the date coverage under the Group Policy ends.
 - c) The Insured Person may convert all or part of the amount of life insurance benefit, as shown in the "Schedule of Benefits".
2. If the Insured Person has been continuously insured under one of Our Group Policies for at least five years and is no longer eligible due to cancellation of the Group Policy or cancellation of the class of insureds in which the Insured belonged, the Insured Person may convert the lesser of: (1) \$10,000 or (2) all or part of the amount for which the Insured Person is no longer eligible for under the Group Policy.

B. Premiums.

1. Premiums for such individual life policy will be based on: (1) Our usual rate for the amount and type of individual policy; (2) the Insured Person's class of risk; and (3) the Insured Person's attained age.
2. If an Insured Person dies during the Conversion Period, the maximum amount of life insurance to which he or she would have been entitled to under such individual policy shall be payable as a claim under the Group Policy, whether or not application for the individual policy or the payment of the first premium has been made.

3. The rights or benefits granted under this provision are in lieu of any other rights or benefits granted under the Group Policy.

GTLP-C1000-0709

[IX. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

- A. If an Insured Person has an Accident while insured for Accidental Death and Dismemberment (AD&D) Insurance and the Accident results in a Loss (as defined below), We will pay benefits according to the terms of the Group Policy after We receive Proof of Loss.
- B. Definitions for AD&D Insurance
1. **Loss** means Loss of one or more of the body parts or bodily functions listed under “AD&D Benefit” below, or as otherwise provided for under this “Accidental Death and Dismemberment Insurance” section, which:
 - a) is caused solely and directly by an Accident;
 - b) occurs independently of all other causes;
 - c) occurs within [30-365] days after the Accident; and
 - d) while the Insured Person is covered under the Group Policy.
 2. **Accident:** A sudden, unexpected and unforeseen, identifiable event causing bodily Injury, directly produced by specific accidental contact with another body or object. The Accident must occur while You are covered under the Group Policy.
 3. With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.
 4. With respect to sight, speech or hearing, Loss means entire and irrecoverable Loss of that function.
- C. **AD&D Benefit.** The AD&D Benefit is equal to a percentage of the AD&D Insurance Amount in effect on the date of the Accident[, subject to the AD&D Reduction Schedule provision set forth in the “Schedule of Benefits”]. The AD&D Insurance Amount is shown in the “Schedule of Benefits”. The percentage is shown below.

<u>Covered Losses:</u>	<u>Maximum Amount Payable</u>
Loss of Life	100%
[Loss of both Hands or both Feet	[10-100%] \$[≥ max benefit]]
[Loss of one Hand or one Foot.....	[10-100%] \$[≥ max benefit]]
[Loss of one Hand and one Foot.....	[10-100%] \$[≥ max benefit]]
[Loss of Entire Sight of both Eyes	[10-100%] \$[≥ max benefit]]
[Loss of Entire Sight in one Eye.....	[10-100%] \$[≥ max benefit]]
[Loss of one Hand or one Foot and Entire Sight of one Eye.....	[10-100%] \$[≥ max benefit]]
[Loss of Speech and Hearing in both Ears	[10-100%] \$[≥ max benefit]]
[Loss of Speech or Hearing in both Ears.....	[10-100%] \$[≥ max benefit]]
[Loss of Hearing in both Ears.....	[10-100%] \$[≥ max benefit]]
[Loss of Thumb and Index Finger of the same Hand	[10-100%] \$[≥ max benefit]]
[Loss of each Thumb of both Hands	[10-100%] \$[≥ max benefit]]
[Loss of all Fingers of one Hand	[10-100%] \$[≥ max benefit]]
[Loss of all Toes of one Foot.....	[10-100%] \$[≥ max benefit]]
[Loss of [1-4] limbs [on [part of]] body	[10-100%] \$[≥ max benefit]]
[Quadriplegia.....	[10-100%] \$[≥ max benefit]]
[Paraplegia.....	[10-100%] \$[≥ max benefit]]
[Hemiplegia.....	[10-100%] \$[≥ max benefit]]

- D. Unless otherwise specified, no more than 100% of the applicable AD&D Insurance Amount will be paid for all Losses resulting from one Accident. If an age reduction applies, the benefit reduces on the date You attain that age.

E. AD&D Insurance Exclusions. No AD&D Benefit is payable if the Loss is caused or contributed to by any of the following:

1. War or Act of War. War means a state or period of declared or undeclared war whether civil or international, or any substantial armed conflict with organized forces of a military nature between nations, states or parties;
2. Suicide, attempted suicide or other intentionally self-inflicted Injury, while sane or insane, within the first 2 years of coverage (if You were covered under another life insurance plan with Us immediately preceding Your Effective Date, credit will be given for the time You were insured under that prior plan);
3. Committing or attempting to commit a felony or assault, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing Your official duties;
4. Any Injury sustained while under the voluntary use or consumption of any poison, illegal drugs, or controlled substance, unless used or consumed according to the directions of a Physician;
5. Physical Disease existing at the time of the Accident;
- [7. Any Accident involving racing or speeding contests;]
- [8. Injury sustained flying in an ultra light, hang gliding, parachuting or bungi-cord jumping, or by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere];
- [9. Bacterial infections (except due to accidental food poisoning or caused by an accidental wound);]
- [10. Any Injury sustained which is probable, expected or a natural result of being legally intoxicated as defined by the laws of the jurisdiction in which the Injury is sustained;]
- [11. Any Loss which results from weight control or any treatment of obesity;]
- [12. Any Loss incurred for which any government body or its agencies are liable while the insured is on active duty or training in the Armed Forces, National Guard or Reserves, of any state or country;]
- [13. Any Loss incurred while operating, riding in or descending from any aircraft, except as a fare-paying passenger on a commercial aircraft.]
- [14. Any Loss caused or contributed to by elective surgery which is not medically necessary, does not promote the proper function of Your body or prevent or treat Physical Disease or Injury or is directed at improving Your appearance, unless the surgery is necessary to correct a deformity resulting from a congenital abnormality or a disfiguring Physical Disease or Injury;]
- [15. No benefits will be paid when You are confined for any reason to a penal or correctional institution].]

GTLP-C1100-0709

[X.] CLAIMS PROVISIONS

A. Filing A Claim

1. To file a claim for benefits under this Certificate, the claimant (depending on the benefit the claimant could be an Insured Person, a beneficiary or personal representative of an Insured Person) must provide Us with Proof of Loss in a timely manner. Or, upon receipt of written notice of claim, We will send the claimant a Claim

Form for filing Proof of Loss. If the claimant does not receive such forms within 15 days after the giving of such notice, the claimant can send us, without the Claim Form, the written proof covering the occurrence.

2. Proof of Loss.

- a) Proof of Loss must be provided in writing to Us, at the claimant's expense, within 90 days after the date of the loss if reasonably possible. If that is not reasonably possible, Proof of Loss must be provided no later than one year after expiration of that 90-day period, or the claim will be denied. The time limits under this section shall not apply while the claimant lacks legal capacity.
- b) **Proof of Loss** means satisfactory written proof that a loss occurred for which the Group Policy provides benefits, which is not subject to any exclusion, and which meets all other conditions for benefits. Proof of Loss includes any other information We may reasonably require in support of a claim for benefits under the Group Policy.

B. Notice of Decision on Claim

1. We will evaluate a claim for benefits promptly after We receive it. Within 30 days after We receive the claim We will send the claimant:
 - a) a written decision on the claim; or
 - b) a notice that We are extending the period to decide the claim for an additional 45 days.
2. If the claim is approved, We will pay benefits within 30 days after the Proof of Loss requirement is satisfied.
3. If We extend the period to decide the claim, We will notify the claimant of the following:
 - a) the reasons for the extension;
 - b) when We expect to decide the claim; and
 - c) any additional information We require to decide the claim.
4. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may decide the claim based on the information We have received.
5. If We deny any part of the claim, We will send the claimant a written notice of denial containing:
 - a) the reasons for Our decision;
 - b) reference to the parts of the Group Policy on which Our decision is based;
 - c) a description of any additional information required to support the claim;
 - d) information concerning the claimant's right to a review of Our decision.

C. Payment of Claims.

Upon receipt of proper Proof of Loss, benefits will be paid within 30 days. If any claims payment interest accrues, interest will be paid in the amount determined by the State in which the claims are incurred.

Death Claims: If an Insured Person dies while insured for life insurance under the Group Policy, We will pay benefits according to the "Schedule of Benefits", after We receive Proof of Loss, as follows.

1. The death benefit will be paid in a single sum or by any other method agreeable to Us and the beneficiary. Payment of the benefit will extinguish Our liability under the Group Policy for which the death benefit has been paid.
2. No Surviving Beneficiary. If You did not complete and submit a new beneficiary form with Your Enrollment Form for this portable coverage, Your beneficiary on file under your previous Group Policy will apply to this portable coverage. Or, if You are not survived by any named beneficiary, benefits will be paid to Your estate.

3. Dependent Benefits. Dependent Life Insurance benefits that are payable, but unpaid at the Insured Person's death, will be paid in equal shares to the first surviving class of the following, if the Insured is dead:
 - a) The children of the Dependent.
 - b) The parents of the Dependent.
 - c) The Insured Person's estate.

[The following Dependent benefits, payable under the Group Policy, will be paid to the Certificate holder if he or she is living:

- a) [AD&D Insurance benefits;]
 - b) [Life Insurance benefits;]
 - c) [Supplemental Life Insurance benefits payable because of the death of Your insured Spouse or Child;]
 - d) [Living Benefit.]]
4. Facility of Payment. If the benefits provided by the Group Policy are payable to the Insured Person's estate or to a beneficiary who is a minor or otherwise not legally competent to give a valid release, We may pay up to \$500 to any person related to the Insured Person by blood or marriage. Any payment made in good faith will fully release Us to the limit of the payment. If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian. The guardian must provide Us with adequate written proof of such appointment. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law. Payment made before We have received written notice at Our home office of a valid claim by some other person releases Us from further obligation.

D. Review Procedure.

1. If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.
2. The claimant may send Us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.
3. We will review the claim promptly after We receive the request. Within 60 days after We receive the request for review We will send the claimant:
 - a) a written decision on review; or
 - b) a notice that We are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.
4. If We extend the review period, We will notify the claimant of the following:
 - a) the reasons for the extension;
 - b) when We expect to decide the claim on review; and
 - c) any additional information We require to decide the claim.
5. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may conclude Our review of the claim based on the information We have received.
6. If We deny any part of the claim on review, the claimant will receive a written notice of denial containing:
 - a) the reasons for Our decision.
 - b) references to the provisions of the Group Policy on which Our decision is based.
 - c) information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
8. The Group Policy does not provide voluntary alternative dispute resolution options.

[XI.] GENERAL PROVISIONS

A. Naming a Beneficiary.

1. At the time You became insured under the Group Policy, You should have named a beneficiary of the proceeds of Your life insurance on the enrollment form.
2. You may have named primary beneficiaries and secondary beneficiaries. A secondary beneficiary will become a primary beneficiary if the named primary beneficiary is not living at the time of Your death. Two or more surviving primary beneficiaries will share equally, unless You specify otherwise.
3. AD&D Insurance death benefits will be distributed according to the beneficiary designation of Your corresponding life insurance.
4. You may change Your beneficiary designation at any time, subject to the following:
 - a) The designation must be made in writing on a form suitable to Us;
 - b) The designation must be dated and signed by You (and by your Spouse where required by law);
 - c) The designation must relate and refer to the insurance provided under the Group Policy;
 - d) If applicable, We must have the written consent of all irrevocable beneficiaries;
 - e) You must not have assigned the ownership of Your insurance.
5. When a valid change of beneficiary is received by Us, the change will relate back to and take effect as of the date it was signed. This is the case whether You are alive or not when We receive the request. Even though the change of beneficiary will relate back to the date it was signed, it will be without prejudice to Us on account of any payment We have already made.
6. If We approve it, a written designation signed and dated by You, under the plan you had prior to the effective date of this Certificate, will be accepted as Your beneficiary designation under the Group Policy.

B. Simultaneous Death Provision.

If a beneficiary dies on the same day You die, or within 120 hours from Your time of death, benefits will be paid as if that beneficiary had died before You, unless Proof of Loss with respect to Your death is delivered to Us before the date of the beneficiary's death.

C. Entire Contract, Changes

1. This Certificate, including the Enrollment Form, Group Policy and any Riders, Amendment or attached papers, if any, constitutes the entire contract of Insurance. No change in this Certificate shall be valid until approved by an executive officer of Our company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or waive any of its provisions.
2. Except for those functions which the Group Policy specifically reserves to the Policyholder, We have authority to control, manage, and interpret the Group Policy, to administer claims and to resolve all questions arising in the administration, interpretation and application of the Group Policy.
3. Our authority includes, but is not limited to the following:
 - a) the right to resolve all matters when a review has been requested;
 - b) the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
 - c) the right to determine eligibility for insurance, entitlement to benefits, the amount of benefits payable and the sufficiency and the amount of information We may reasonably require to make determinations.

D. Incontestability of Insurance

1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
 - a) the insurance would not have been approved if We had known the truth; and
 - b) We have given You or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
3. After insurance has been in effect for 2 years, during the lifetime of the Insured Person, We will not use a misrepresentation as a basis for reducing or denying a claim, unless it was a fraudulent misrepresentation.

F. Clerical Error

1. Clerical error by Us or the Policyholder will not:
 - a) cause a person to become insured under the Group Policy or a provision of it.
 - b) invalidate insurance otherwise validly in force.
 - c) continue insurance otherwise validly terminated.
 - d) cause You to obtain coverage under the Group Policy or a provision of it.
2. In the event that a clerical error results in an incorrect rate, We reserve the right to adjust the rate accordingly.
3. The payment of premium, by itself, will not obligate Us to provide benefits to anyone who is not eligible for coverage under the Group Policy.

G. Misstatement

1. Age or Gender

If the age or gender, or both, of a person has been misstated, We will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:

- a) the amount of insurance based on the correct age and gender; and
- b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

H. Legal Actions

A legal action may not be brought to recover on this Certificate within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

I. Assignment

An Insured may not assign any of his or her rights, privileges or benefits under the Group Policy, unless approved by Us.

J. Conformity With State Laws

If any provision of this Certificate is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

GTLP-C1300-0709

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Return To: Attn: Group Billing Dept., PO Box 5008, Madison, WI 53705

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601

APPLICATION FOR PORTABLE GROUP TERM LIFE INSURANCE

INSURED INFORMATION

Name: (Last, First, MI)		Date of Birth: / /	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Single <input type="checkbox"/> Married
Social Security No.	U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If you are not a United States citizen, please attach a copy of your Visa.			
Street Address, City, State, Zip Code:				

Beneficiaries: * (If you are married, a primary beneficiary designation of someone other than your spouse may not be effective under your state law. Please consult with your legal advisor before making such a designation.)

<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Name (Last, First, Middle)	Relationship:	Percent of Benefit: %
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Name (Last, First, Middle)	Relationship:	Percent of Benefit: %
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Name (Last, First, Middle)	Relationship:	Percent of Benefit: %

* Spouse's Signature		Signature Date
----------------------	--	----------------

COVERAGE ELECTIONS

Dependent Coverage: (if applicable)

Any dependents covered under your prior group term life insurance with Us, immediately preceding the requested effective date of this coverage, may elect this coverage. Please complete the following information:

Dependent Names	Full-Time Student?		Birth Date	Social Security No.	U.S. Citizen?
		Spouse			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*

*If a Dependent is not a United States citizen, please attach a copy of his/her Visa.

Please list the benefit amount(s) you wish to port, as applicable:

Insured: \$	Spouse \$	Child \$	Family \$
----------------	--------------	-------------	--------------

The amount must be less than or equal to the benefit amount each Insured Person had under the prior group term life insurance with Us, immediately preceding the requested effective date of this coverage.

Please check below the applicable insurance coverage(s) you are electing. You can only port some or all of the insurance coverages each Insured Person actually had under the prior group term life insurance with Us, immediately preceding the requested effective date of this coverage.

Basic Life, Basic Life and AD&D, Supplemental Life, Supplemental Life and AD&D

FOR INSURER USE ONLY:		
Notes:		
Date Received:	Effective Date of Coverage:	Plan No.

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Return To: Attn: Group Billing Dept., PO Box 5008, Madison, WI 53705

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601

THIRD-PARTY NOTICE REQUEST

As an Applicant for this portable coverage, you have the right to designate another person to receive correspondence in the event any past due premiums could cause a possible termination of this coverage. This person is known as a "third party" and this person would not receive regular premium billings or other insurance correspondence.

Would you like to designate a third-party to receive notice if this coverage is going to terminate due to nonpayment of premium? Yes No If "Yes, please complete the following:

Name of Designee (First, Middle, Last):

Address of Designee:

INSURED COVERAGE AUTHORIZATION

WARNING: 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 may be guilty of a crime and subject to fines, confinement in prison and/or denial of insurance benefits.

By signing this Application I understand and agree that:

- All statements and answers I have given are complete and true to the best of my knowledge and belief.
- Madison National Life Insurance Company, Inc. will bill me directly for any premiums owed.
- Coverage is not in effect until final approval is given by Madison National Life Insurance Company, Inc.
- No person, except an officer of Madison National Life, is authorized to vary or modify a contract.

Applicant Signature

Date

EMPLOYER AUTHORIZATION OF EMPLOYEE ELIGIBILITY

EMPLOYER: Please complete the following information about your employee and his/her coverage.

Employer's Name:

Group Plan No.

EMPLOYEE'S EMPLOYMENT AND COVERAGE INFORMATION

Date of Hire:

Effective Date of Coverage:

Date of Termination:

Date Insurance Coverage Will End

(including extension, if applicable):

Reason for Termination:

AMOUNT OF (PORTABLE LFIE) ELIGIBLE COVERAGE CURRENTLY IN-FORCE:

Insured:

\$

Spouse

\$

Child

\$

Family

\$

Date Portability Coverage Information Was Given to Employee:

Name of Employer Representative completing this section:

Title of Employer Representative:

Telephone No.

Fax No.

Email Address:

Employer Representative Signature

Date

SERFF Tracking Number: MADS-126365543 State: Arkansas
Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 43943
Company Tracking Number: GTL-PORTABILITY
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: GTL-Portability
Project Name/Number: GTL-Portability/GTLP-C-0709

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability Certification.pdf		
Satisfied - Item: Application Comments: Attachment: GTLP-A-0709.pdf		
Satisfied - Item: VARIABILITY Comments: Attachment: Cert Stmt of Variabil rev.pdf		
Satisfied - Item: CHECKLIST Comments: Attachment: Standard Checklist.pdf		
Satisfied - Item: MNL ADB DISCLOSURE/ILLUSTRATION		

SERFF Tracking Number: MADS-126365543 State: Arkansas
Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 43943
Company Tracking Number: GTL-PORTABILITY
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: GTL-Portability
Project Name/Number: GTL-Portability/GTLP-C-0709

Comments:

Attachments:

MNL ADB Discl Docs.pdf
MNL ADB Illustration.pdf

Item Status:

**Status
Date:**

Satisfied - Item: INFORMATIONAL - TRUST

Comments:

Attachments:

Trust GTLP-GA-0709.pdf
Trust GTLP-P-0709.pdf
Trust-NIS Agreement.pdf
Trust-NPS Agmt 1 of 3.pdf
Trust-NPS Agmt 2 of 3.pdf
Trust-NPS Amends 3 of 3.pdf

CERTIFICATE OF READABILITY

TO: Department of Insurance

I hereby certify that the forms meet the minimum requirements of the Flesch reading ease policy simplification test, are at least 10 point type or larger, and that the Flesch reading ease test has been applied to said forms individually or in combination with another, including removal of all tables, schedule pages, and/or legal or medical terminology, with resulting scores of:

Calculated using a Readability of 50

Form No.	Description	Score
GTLP-C-0709	Group Term Life Insurance Portable <u>Certificate</u>	60
GTLP-A-0709	<u>Application</u> for Portable Group Term Life Insurance	73



Robert J. Stubbe
Executive Vice President
Madison National Life Insurance Company, Inc.
Dated: October 1, 2009

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Return To: Attn: Group Billing Dept., PO Box 5008, Madison, WI 53705

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601

APPLICATION FOR PORTABLE GROUP TERM LIFE INSURANCE

INSURED INFORMATION

Name: (Last, First, MI)		Date of Birth: / /	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Single <input type="checkbox"/> Married
Social Security No.	U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If you are not a United States citizen, please attach a copy of your Visa.			
Street Address, City, State, Zip Code:				

Beneficiaries: * (If you are married, a primary beneficiary designation of someone other than your spouse may not be effective under your state law. Please consult with your legal advisor before making such a designation.)

<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Name (Last, First, Middle)	Relationship:	Percent of Benefit: %
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Name (Last, First, Middle)	Relationship:	Percent of Benefit: %
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Name (Last, First, Middle)	Relationship:	Percent of Benefit: %
* Spouse's Signature		Signature Date	

COVERAGE ELECTIONS

Dependent Coverage: (if applicable)

Any dependents covered under your prior group term life insurance with Us, immediately preceding the requested effective date of this coverage, may elect this coverage. Please complete the following information:

Dependent Names	Full-Time Student?		Birth Date	Social Security No.	U.S. Citizen?
		Spouse			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Child			<input type="checkbox"/> Yes <input type="checkbox"/> No*

*If a Dependent is not a United States citizen, please attach a copy of his/her Visa.

Please list the benefit amount(s) you wish to port, as applicable:

Insured: \$	Spouse \$	Child \$	Family \$
----------------	--------------	-------------	--------------

The amount must be less than or equal to the benefit amount each Insured Person had under the prior group term life insurance with Us, immediately preceding the requested effective date of this coverage.

Please check below the applicable insurance coverage(s) you are electing. You can only port some or all of the insurance coverages each Insured Person actually had under the prior group term life insurance with Us, immediately preceding the requested effective date of this coverage.

Basic Life, Basic Life and AD&D, Supplemental Life, Supplemental Life and AD&D

FOR INSURER USE ONLY:		
Notes:		
Date Received:	Effective Date of Coverage:	Plan No.

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Return To: Attn: Group Billing Dept., PO Box 5008, Madison, WI 53705

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601

THIRD-PARTY NOTICE REQUEST

As an Applicant for this portable coverage, you have the right to designate another person to receive correspondence in the event any past due premiums could cause a possible termination of this coverage. This person is known as a "third party" and this person would not receive regular premium billings or other insurance correspondence.

Would you like to designate a third-party to receive notice if this coverage is going to terminate due to nonpayment of premium? Yes No If "Yes, please complete the following:

Name of Designee (First, Middle, Last):

Address of Designee:

INSURED COVERAGE AUTHORIZATION

WARNING: 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 may be guilty of a crime and subject to fines, confinement in prison and/or denial of insurance benefits.

By signing this Application I understand and agree that:

- All statements and answers I have given are complete and true to the best of my knowledge and belief.
- Madison National Life Insurance Company, Inc. will bill me directly for any premiums owed.
- Coverage is not in effect until final approval is given by Madison National Life Insurance Company, Inc.
- No person, except an officer of Madison National Life, is authorized to vary or modify a contract.

Applicant Signature

Date

EMPLOYER AUTHORIZATION OF EMPLOYEE ELIGIBILITY

EMPLOYER: Please complete the following information about your employee and his/her coverage.

Employer's Name:

Group Plan No.

EMPLOYEE'S EMPLOYMENT AND COVERAGE INFORMATION

Date of Hire:

Effective Date of Coverage:

Date of Termination:

Date Insurance Coverage Will End
(including extension, if applicable):

Reason for Termination:

AMOUNT OF (PORTABLE LFIE) ELIGIBLE COVERAGE CURRENTLY IN-FORCE:

Insured:
\$

Spouse
\$

Child
\$

Family
\$

Date Portability Coverage Information Was Given to Employee:

Name of Employer Representative completing this section:

Title of Employer Representative:

Telephone No.

Fax No.

Email Address:

Employer Representative Signature

Date

STATEMENT OF VARIABILITY for CERTIFICATE OF INSURANCE

FORM NO. GTLP-C100-0709 Table of Contents

The following entire sections are variable and will only be included if the Insured is porting such benefits from his/her former employer's group coverage where these benefits were optional to the employer group:

- Life Insurance Living Benefit (form number GTLP-C800-0709)
- Accidental Death & Dismemberment Insurance (form numbers GTLP-C1100-0709, GTLP-C1200-0709)

Section numbers will change after section "IV." depending on what is or is not included, as explained above.

FORM NO. GTLP-C200-0709 Schedule of Benefits

Administrative

The Name, Address, Plan Number and Effective Date bracketed language is self-explanatory and will reflect each Policyholder's information.

Through this Section, and the Certificate, you will see the Dependent coverage (family or spouse or child) bracketed. This language, and all its related language, will only be included if the Insured has or Dependent coverage.

In addition, in the Certificate you will see AD&D coverage and Supplement coverage bracketed. This will only be included if the Insured has such coverages.

The Reduction Schedule for Insured Person is [0-95]% at Age [65-100]. Both the percentage and Age will reflect what each Insured Person has when coverage his ported.

All dollar amounts of the Basic and Supplemental Life Insurance and Accidental Death and Dismemberment Insurance are bracketed and will reflect what each Insured Person has when coverage his ported.

FORM NO. GTLP-C300-0709 Definitions section

Spouse means a person to whom You are legally married [, who is under age [65-99],] and from whom You are not legally separated. The outermost brackets means the sentence may or may not be included, depending upon whether or not the Insured has the sentence before porting. The inner set of brackets means the age range of the spouse, depending on what the Insured has before porting.

[Domestic Partner means a person who lives in the same household and shares the common resources of life in a close, personal intimate relationship with You if, under state law, that individual would not be prevented from marrying You on account of age, blood relationship, or prior undissolved marriage to another.

[(1) A Domestic Partner may be of the same or opposite gender as You.]

[(2) You must have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer and filed that affidavit for public record, if required by state law.]

[(3) Except where otherwise specified, a Domestic Partner will herein be the equivalent of a Spouse.]] **The outermost brackets means the term and definition may or may not be included, depending upon what the Insured has before porting. The three inner sets of brackets mean each of the three sentences may or may not be included, depending upon what the Insured has before porting.**

Child means Your unmarried child until age [19-21] [or age [23-25] if a full-time student. Full-time student means a registered student in full-time attendance at an accredited educational institution, including vocational training]. Child includes a stepchild, a child placed in the home for adoption and/or a legally adopted child. [Except where otherwise specified, a Child of a Domestic Partner will be the equivalent of a Child of a Spouse under the Group Policy.] **The age brackets depend on what the Insured has before porting or what required by State law. The brackets around all the full time student language depend on what the Insured has before porting or what required by State law. The brackets around the last sentence means the sentence may or may not be included, depending on whether the Insured has Domestic Partner benefits.**

Evidence of Insurability

The application must be received by Us no later than [30/60] days from the date of signing. **Our standard language is 30 days, but we make 31-60 days available to match what the Insured has when porting coverage.**

FORM NO. GTLP-C400-0709 Becoming Insured section

[You can increase Your insurance, but Evidence of Insurability is required. If We approve an increase of insurance, the increase will becomes effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.] **The standard provision is not to allow increases. However, we are included this bracketed language for Insured's who had this option prior to porting their coverage.**

FORM NO. GTLP-C500-0709 Premium Provisions section

There are no variables in this section.

FORM NO. GTLP-C600-0709 When Coverage Ends section

... the [date/end of the calendar month] in which We receive Your written request for termination of this insurance ... **The date will be what the Insured has in effect when he/she ports coverage.**

[the date an applicable Insured Person reaches his or her Social Security retirement age] **This will only be included if the Insured already has this provision in effect when he/she ports coverage.**

[the date the Insured [becomes eligible for coverage/becomes covered] under another group term life insurance policy;] **The outer most brackets/language will only be included if the Insured already has this provision in effect when he/she ports coverage. The inner brackets represent what provision the Insured has in effect when he/she ports coverage.**

[the end of [2-5] years from the effective date of coverage.] **The outer most brackets/language will only be included if the Insured already has this provision in effect when he/she ports coverage. The inner brackets represent what year provision the Insured has in effect when he/she ports coverage.**

FORM NO. GTLP-C800-0709 Life Insurance - Living Benefit section *(was an employer optional benefit)*

This entire section is bracketed because it is only available if the Insured this coverage and ports this coverage.

Terminally Ill and Terminal Illness mean a medical condition that is expected to result in Your death within [6-24] months. **The bracketed months will reflect what the Insured has when he/she ports this coverage.**

The Living Benefit will be an amount equal to [25-100]% of Basic Life Insurance [plus Your Supplemental Life Insurance] in effect on the date Your election is made, subject to a minimum of \$[5,000-50,000] and a maximum of \$[25,000-1,000,000]. The amount payable will be equal to the Living Benefit less applicable amounts, if any, charged for an investment loss (interest) and administrative fees. **The bracketed dollar amounts and percentage will reflect what the Insured has when he/she ports coverage. The bracketed ‘Supplemental Life’ language will be included if the Insured has, and ports, this coverage.**

The Living Benefit will not be available if: [Your Terminal Illness resulted from an intentionally self-inflicted Injury or suicide attempt within the first two years after Your effective date of coverage or an insurance increase. If You were covered under another life insurance plan with Us immediately preceding Your Effective Date, credit will be given for the time You were insured under that prior plan.]. **The brackets mean the language may or may not be included, depending on what the Insured has when he/she ports coverage.**

Premium payments must continue to be paid for Your life insurance unless You qualify to have Your life insurance premium waived. [The premium payment due will not be affected by any Living Benefit paid under this provision.][The premium due will be based on the amount of insurance remaining in force after deducting the amount of the Living Benefit.] **The brackets mean the language will be included if the Insured has the benefit when he/she ports coverage.**

FORM NO. GTLP-C900-0709 Life Exclusions section

This entire section is bracketed because the exclusions may or may not be included, as described below.

Suicide Exclusion. **The entire exclusion is bracketed and will only be included if the Insured has this exclusion when he/she ports coverage.**

Substance Abuse Exclusion. **The entire exclusion is bracketed and will only be included if the Insured has this exclusion when he/she ports coverage.**

FORM NO. GTLP-C1000-0709 Life Insurance Conversion Benefit section

There are no variabilities in this section.

FORM NO. GTLP-C1100-0709 Accidental Death & Dismemberment Insurance section *(was an employer optional benefit)*

This entire section is bracketed because it is only available if the Insured had AD&D coverage, and ports this coverage.

Definitions for AD&D Insurance ... occurs within [30-365] days after the Accident; **The bracketed months will reflect what the Insured has when he/she ports this coverage.**

AD&D Benefit. The AD&D Benefit is equal to a percentage of the AD&D Insurance Amount in effect on the date of the Accident[, subject to the AD&D Reduction Schedule provision set forth in the “Schedule of Benefits”]. **The bracketed language may or may not be included depending on whether or not it applies to each Insured.**

[Loss of both Hands or both Feet	[10-100%]	[\$ \geq max benefit]]
[Loss of one Hand or one Foot.....	[10-100%]	[\$ \geq max benefit]]
[Loss of one Hand and one Foot.....	[10-100%]	[\$ \geq max benefit]]

[Loss of Entire Sight of both Eyes	[10-100%]	[\$≥ max benefit]]
[Loss of Entire Sight in one Eye	[10-100%]	[\$≥ max benefit]]
[Loss of one Hand or one Foot and Entire Sight of one Eye	[10-100%]	[\$≥ max benefit]]
[Loss of Speech and Hearing in both Ears	[10-100%]	[\$≥ max benefit]]
[Loss of Speech or Hearing in both Ears	[10-100%]	[\$≥ max benefit]]
[Loss of Hearing in both Ears	[10-100%]	[\$≥ max benefit]]
[Loss of Thumb and Index Finger of the same Hand.....	[10-100%]	[\$≥ max benefit]]
[Loss of each Thumb of both Hands.....	[10-100%]	[\$≥ max benefit]]
[Loss of all Fingers of one Hand.....	[10-100%]	[\$≥ max benefit]]
[Loss of all Toes of one Foot	[10-100%]	[\$≥ max benefit]]
[Loss of [1-4] limbs [on [part of]] body	[10-100%]	[\$≥ max benefit]]
[Quadriplegia	[10-100%]	[\$≥ max benefit]]
[Paraplegia	[10-100%]	[\$≥ max benefit]]
[Hemiplegia.....	[10-100%]	[\$≥ max benefit]]

The outer brackets on each Loss means it may or may not be included, depending on what the Insured has when he/she ports coverage. The bracketed percentage amounts or flat dollar amounts will reflect the amount the Insured has when he/she ports coverage.

AD&D Exclusions

- [7. Any Accident involving racing or speeding contests;]
- [8. Injury sustained flying in an ultra light, hang gliding, parachuting or bungi-cord jumping, or by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere;]
- [9. Bacterial infections (except due to accidental food poisoning or caused by an accidental wound);]
- [10. Any Injury sustained which is probable, expected or a natural result of being legally intoxicated as defined by the laws of the jurisdiction in which the Injury is sustained;]
- [11. Any Loss which results from weight control or any treatment of obesity;]
- [12. Any Loss incurred for which any government body or its agencies are liable while the insured is on active duty or training in the Armed Forces, National Guard or Reserves, of any state or country;]
- [13. Any Loss incurred while operating, riding in or descending from any aircraft, except as a fare-paying passenger on a commercial aircraft.]
- [14. Any Loss caused or contributed to by elective surgery which is not medically necessary, does not promote the proper function of Your body or prevent or treat Physical Disease or Injury or is directed at improving Your appearance, unless the surgery is necessary to correct a deformity resulting from a congenital abnormality or a disfiguring Physical Disease or Injury;]
- [15. No benefits will be paid when You are confined for any reason to a penal or correctional institution].

All of the above bracketed language may or may not be included and are bracketed depending on what the Insured has when he/she ports coverage.

FORM NO. GTLP-C1200-0709 Claims Provisions section

Dependent Benefits.

[The following Dependent benefits, payable under the Group Policy, will be paid to the Certificate holder if he or she is living:

- a) [AD&D Insurance benefits;]
- b) [Life Insurance benefits;]
- c) [Supplemental Life Insurance benefits payable because of the death of Your insured Spouse or Child;]
- d) [Living Benefit.]]

One or more of these provisions may or may not be included, depending on what the Insured has when he/she ports coverage.

FORM NO. GTLP-C1300-0709 General Provisions section

There are no variabilities in this section.

REVIEW REQUIREMENTS CHECKLIST FOR LIFE, ACCIDENT & HEALTH, ANNUITY AND CREDIT

LINE OF BUSINESS: Life Insurance LINES OF INSURANCE: Group Term Life CODES: L04G.500

[The “©” in the Reference column indicates a CARFRA standard]

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS (FOR ALL FILINGS)			
ASSOCIATION/TRUSTS/DISCRETIONARY GROUPS (Group only)	✓	A Trust will be the group policyholder for our portable insurance. The Group Policy will be issued and sitused in WI.	
ASUMPTIONS/MERGERS/REDOMESTICATIONS/DEMUSTUALIZATION, ETC.	N/A		
COVER PAGE (Policy jacket) ©			
Form number	✓	Certificate GTLP-C-0709 - Cover Page	
Insurer's identification	✓	Madison National Life Insurance Company, Inc. - NAIC No. 65781	
READABILITY ©			“Supporting Documentation” tab
Non-English policies	N/A		
VARIABILITY ©	✓	Certificate	“Supporting Documentation” tab
LINE OF BUSINESS: LIFE CODES: L01 THROUGH L08			
REQUIREMENTS RELATING TO APPLICATIONS ©			
AUTHORIZATION			GTLP-A-0709 – Insured Coverage Auth section
HIV CONSENT	N/A	We don't require testing	
GENETIC TESTING	N/A	We don't inquire nor require	
CONDITIONS FOR FURNISHING EVIDENCE OF INSURABILITY ©		N/A – coverage is being ported from a Group Term Life Certificate	GTLP-A-0709 The EOI definition is only included if the Insured has the 'Increase in Coverage' provision, which is not a Standard provision
FRAUDULENT STATEMENTS			GTLP-A-0709 – Insured Coverage Auth section
REPLACEMENT QUESTIONS		N/A – coverage is being ported from a Group Term Life Certificate	
REQUIREMENTS RELATING TO POLICY FORM REVIEW:			

ADVANCE PAYMENT OF PREMIUM ©			Certificate - Premium Provisions section GTLP-C500-0709
ARBITRATION		None	
ASSIGNMENT ©			Certificate - General Provisions section GTLP-C1300-0709
BENEFICIARY ©			GTLP-A-0709 Certificate - General Provisions section GTLP-C1300-0709
CLAIM PAYMENT PROVISION			Certificate – Claims Provisions section GTLP-C1200-0709
CLAIMS OF CREDITORS ©		None in general, except for one (optional) benefit >	Certificate – Living Benefit section GTLP-C800-0709
CLARITY			Certificate GTLP-C-0709 - Cover Page
Policy title & headings			
CONVERSION ©		Since this is a portability Certificate (the Insured ported his/her group term life coverage versus converting it), conversion is limited to dependents in the event of the Insured’s death.	Certificate – Life Insurance Conversion Benefits section GTLP-C1000-0709
DEATH BENEFIT PROCEEDS ©			Certificate – Claims Provisions section GTLP-C1200-0709
DOMESTIC PARTNERS & CHILDREN OF DOMESTIC PARTNERS COVERAGE ©		Other than required by law, Domestic Partner coverage is included if the Insured had such coverage and ported it.	Certificate – Definitions section GTLP-C300-0709
ELIGIBILITY (Group only)		Where applicable	Certificate – Becoming Insured section GTLP-C400-0709
ENTIRE CONTRACT ©			Certificate - General Provisions section GTLP-C1300-0709
EXCLUSIONS ©			Certificate – Life Exclusions section GTLP-C900-0709 - AD&D Exclusions section GTLP-C1100-0709
AVOCATIONAL OR OCCUPATIONAL EXCLUSION RIDERS ©		Limited exclusions. AD&D benefits only.	Certificate - AD&D Exclusions section GTLP-C1200-0709

WAR RISK ©		AD&D benefits only.	Certificate - AD&D Exclusions section GTLP-C1100-0709
GRACE PERIOD ©			Certificate - Premium Provisions section GTLP-C500-0709
INCENTIVES/INDUCEMENTS	N/A		
INCONTESTABILITY ©			Certificate - General Provisions section GTLP-C1300-0709
INDETERMINATE PREMIUM ©	N/A		
INDEXING	N/A		
ILLUSTRATIVE REPORTS	N/A		
STATEMENT OF POLICY COST & BENEFITS	N/A		
LIFE ILLUSTRATION	N/A		
INSURABLE INTEREST	N/A		
JUVENILE NONSMOKER CLASSIFICATION	N/A		
LIMITED POLICIES	N/A		
Limited pay	N/A		
Modified benefit	N/A		
Modified premium	N/A		
LOANS ©	N/A		
Policy loan interest rate	N/A		
MISCELLANEOUS AMENDMENTS ©, ENDORSEMENT, RIDERS	N/A	None	
MISSTATEMENT OF AGE ©			Certificate - General Provisions section GTLP-C1300-0709
MISSTATEMENT OF SMOKING ©	N/A	No provision	
NONFORFEITURE OPTIONS	N/A		
NONFORFEITURE VALUES – POLICY PROVISIONS ©	N/A		

NONFORFEITURE VALUES – COMPUTATION OF VALUES ©	N/A		
OTHER	N/A		
OWNERSHIP ©	N/A		
PARTICIPATING PROVISIONS ©	None	Not Participating -	Certificate GTLP-C-0709 - Cover Page
PAYMENT PLAN	N/A		
PARTIAL WITHDRAWAL	N/A		
PAYMENT IN PROCEEDS	N/A		
PREMIUM DEPOSIT FUND	N/A		
PREMIUMS			Certificate - Premium Provisions section GTLP-C500-0709
Cost of Insurance		This will be done administratively as the employee leaves the employer and ops for portable coverage. The employee will become responsible for whatever premium for coverage he/she ports.	GTLP-A-0709 – Coverage Election section and Employer Authorization of Employee Eligibility section
Premium Recalculation	N/A		
RATED CLASS ISSUANCE		See Actuarial materials	
RE-ENTRY OR REQUALIFICATION TERM ©	N/A		
REINSTATEMENT ©			Certificate - Premium Provisions section GTLP-C500-0709
RENEWABILITY ©			Certificate – Schedule of Benefits GTLP-C200-0709 Certificate - Premium Provisions section GTLP-C500-0709
RIGHT TO EXAMINE ©	N/A		
SETTLEMENT ©			Certificate – Claims Provisions section

SETTLEMENT OPTIONS ©			GTLP-C1200-0709
SPECIFICATIONS PAGE ©	N/A		Certificate – Schedule of Benefits GTLP-C200-0709
SIMULTANEOUS DEATH ©			Certificate - General Provisions section GTLP-C1300-0709
SUICIDE ©			Certificate – Life Exclusions section GTLP-C900-0709 - AD&D Exclusions section GTLP-C1100-0709
SURRENDER CHARGES	N/A		
TERMINATION (Group only)			Certificate – When Coverage Ends section GTLP-C600-0709
UNFAIR DISCRIMINATION	N/A		
UNISEX	N/A		
VALUES DEFINED ©	N/A		
Accumulation values	N/A		
Cash values	N/A		
Separate Account values	N/A		
REQUIREMENTS FOR RATES:	N/A		
ACTUARIAL MEMORANDUM ©		See attached Actuarial documentation	
Justification for reduced rates			
Nonforfeiture demonstration			
Reserving method			
Underwriting			
XXX Requirements			

MADISON NATIONAL LIFE

INSURANCE COMPANY, INC.

P.O. BOX 5008, MADISON, WI 53705

F: 608-830-2701 : P- 800-356-9601

FORM "A"

Madison National Life Insurance Company, Inc. (the company) issues this Disclosure Statement on _____
to _____, an employee insured under Group Insurance number _____.

INSURED'S DISCLOSURE STATEMENT REGARDING ACCELERATED BENEFIT

IMPORTANT: YOU MUST READ (OR BE READ), UNDERSTAND, AND, WHERE APPLICABLE, AGREE WITH THE INFORMATION CONTAINED BELOW BEFORE YOU DECIDE WHETHER TO REQUEST THE ACCELERATED BENEFIT PAYMENT.

Accelerated benefits are benefits payable under the policy's Employee Only Life Insurance Coverage to an insured employee during his or her lifetime. The benefit amount is determined based on a specified portion of the employee's [basic] group life insurance benefit in effect on the accelerated benefit payment date. The company will charge interest and certain administrative fees.

Only those insured employees meeting all the conditions described in the policy's Accelerated Benefit Provision (or Endorsement) may elect this benefit option. Benefit payment is not automatic; you must elect to receive the accelerated benefit by completing and providing the company with all the required documents and proofs as described in such provision (or endorsement). No payment will be made unless and until the company receives and approves of your election.

1. IMPORTANT:

Receipt of the accelerated benefit payment by you or your designated assignee(s) could be taxable as income to you. We advise that you seek assistance from a competent tax advisor before you decide to elect this option.

2. IMPORTANT:

Receipt of the accelerated benefit payment may adversely affect the recipient's eligibility for Medicaid or other federal or state government benefits or entitlement.

3. IMPORTANT:

The accelerated benefit payment will reduce the face amount of the [basic] life insurance benefit, and thus reduce correspondingly the life insurance proceeds payable to your beneficiary (ies) upon your death.

The reduction will be equal to the sum of the following amounts:

- (a) An amount paid under the accelerated benefit option; plus
an interest charge on the benefit amount paid commencing from the payment date of your death, calculated at the interest rate described in 4 below; plus
- (b) A one-time fee of **\$50.00** for setting up administrative procedures to process your accelerated benefit request and its payment.

FORM "A" Continued

4. The company will charge an interest on the accelerated benefit at the rate of **9%** per annum. The interest for the first 12-month period will be determined and charged in advance. The company will make an interest adjustment upon your death. (If the insured dies before the end of the first 12-month period, the company will refund the unearned portion of the interest charged. If the insured dies after the end of the first 12-month period, the company will assess against the remaining life insurance proceeds the interest accrued after the end of the first 13-month period.
5. The Company's approval or payment of the accelerated benefit does not operate to waive the required monthly premium payment for your remaining life insurance, accidental death and dismemberment, and any other insurance coverage.

You and/or your employer must continue paying the required monthly premium to keep in force such insurance coverages. Failure to do so will cause such insurance coverage to end.

6. The company reserves the right to periodically evaluate your health and medical conditions. It may require you to be examined, but not more than once in any six-month period, by a physician(s) of its own choice at its own expense.

I have read (or been read) and understood the above Disclosure Statement and agree, on behalf of myself, my life insurance beneficiary(ies), heirs, executors, administrators and assignees, to abide by the conditions and requirements described in 3, 4, 5 and 6 above.

Further, I agree to have this Disclosure Statement attached to and made part of my ELECTION AND AGREEMENT FORM FOR ACCELERATED BENEFIT.

Insured's Signature: _____ Date: _____

County of _____ State of _____

[NOTE: Your spouse is also required to sign this FORM if you reside in one of the following Community Property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin.]

Spouse's Signature: _____ Date: _____

MADISON NATIONAL LIFE

INSURANCE COMPANY, INC.

P.O. BOX 5008, MADISON, WI 53705

F: 608-830-2701 : P- 800-356-9601

FORM "B"

ELECTION AND AGREEMENT FORM FOR ACCELERATED DEATH BENEFITS

Insured's Name: _____

Social Security Number: _____

I am hereby submitting to Madison National Life Insurance Company, Inc. (hereafter "the company") my election to receive the accelerated benefit on _____% (No more than 50% or \$50,000 and no less than \$5,000) of the amount of my [basic] group term life insurance.

I have read (or been read), understood and agree with the company's Disclosure Statement. In addition, I agree to the following, and, where applicable, represent and certify them to be true to the best of my knowledge and belief.

1. I have not made an absolute or irrevocable benefit assignment or transfer an ownership of any portion of my life insurance benefits. I agree to refrain from making such assignment or transfer.
2. I have not designated any person or entity as irrevocable beneficiary (ies) of my life insurance benefits, and agree to refrain from making such beneficiary designation.
3. I understand that the company's receipt of this election does not obligate the company to grant the accelerated benefit payment unless and until the company approves my election.
4. In consideration of the company's payment of the accelerated benefit upon its approval of my election, I agree, on behalf of myself, my life insurance beneficiary (ies), heirs, executors, administrators and assignees that the company is released and discharged from any and all claims for the portion of my life insurance benefits contributory to the company's payment of the accelerated benefit and the interest and fees charged. I agree to defend the company and hold it harmless against any and all claims, demands and causes of action arising out of or in connection with said portion of my life insurance benefits.
5. To supplement and clarify the Agreement I am entering with the company as a result of my election, I agree that the company's Disclosure Statement is to be attached to and made part of this Election and Agreement form.
6. I agree to provide my authorization to the company to obtain any and all information regarding my physical and mental condition, medical treatments and laboratory test results which the company deems necessary for its approval process.
7. I am of sound mind and making this Election and Agreement with my own free will without any constraint or undue influence.

FORM "B" Continued

Insured's Signature: _____ Date: _____

County of: _____, State of _____

[NOTE:] Your spouse is also required to sign this FORM if you reside in one of the following Community Property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin.]

Spouse's Signature: _____ Date: _____

Subscribed and sworn before me, a notary public, on _____, 20____,

by _____ to me personally known.

Notary _____

SEAL

My commission expires: _____

Employer Signature: _____ Title: _____

Date: _____

MADISON NATIONAL LIFE

INSURANCE COMPANY, INC.

P.O. BOX 5008, MADISON, WI 53705
F: 608-830-2701 : P- 800-356-9601

FORM 'C'

BENEFICIARY (IES) CONSENTING STATEMENT ON INSURED'S ELECTION OF ACCELERATED DEATH BENEFIT

Insured's Name: _____

Social Security Number: _____

I (We), the beneficiary(ies) designated for the insured's "Employee Only Life Insurance" benefits, am (are) hereby submitting to Madison National Life Insurance Co., Inc. (hereafter "the company") my (our) consent to the insured's accelerated benefits election on _____% of the amount of his/her [basic] group term life insurance.

I (We) have read (or been read), understood and agree with the company's Disclosure Statement regarding accelerated benefits and the possible effects of the insured's election of such benefit.

In addition, I (we) agree to the following:

1. The accelerated benefit payment will reduce the face amount of the insured's (basic) life insurance benefits. This will result in reduced life insurance proceeds payable to me/us upon the insured's death.
2. The insured's election together with the company's payment of the accelerated benefit constitute a valid and effective beneficiary designation change, but only with respect to the life insurance benefits, and only to the extent affected by the accelerated benefit payment, the interest and fees charged thereon.

If there are two or more designated beneficiaries, each such beneficiaries' proportionate share in the portion of the remaining life insurance proceeds will remain the same as his/her proportionate share in the insured's life insurance benefits in effect immediately before the accelerated benefit payment, subject to any beneficiary designation change in effect at the time of the insured's death.

The Company's Disclosure Statement regarding accelerated benefits is to be attached to and made part of the Consenting Statement Form.

Beneficiary's Signature: _____, Date: _____

Witnessed By: _____; and _____

Beneficiary's Signature: _____, Date: _____

Witnessed By: _____; and _____

Beneficiary's Signature: _____, Date: _____

Witnessed By: _____; and _____

Beneficiary's Signature: _____, Date: _____

Witness By: _____; and _____

Beneficiary's Signature: _____, Date: _____

Witness By: _____; and _____

Beneficiary's Signature: _____, Date: _____

Witness By: _____; and _____

County of _____, State of _____

FORM C INSTRUCTIONS: Sign and attach to Form "A"

MADISON NATIONAL LIFE

INSURANCE COMPANY, INC.

P.O. BOX 5008, MADISON, WI 53705

F: 608-830-2701 : P- 800-356-9601

ACCELERATED DEATH BENEFIT STATEMENT

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines, confinement in prison, and/or denial of insurance benefits.

By furnishing forms and investigating the claim, the Company does not admit that there is any insurance in force and does not waive any of its rights of defenses.

Employer's Statement

Group Number : _____ Name of Employer: _____

Basic Life: _____ Basic AD&D: _____

Supplemental Life: _____ Supplemental AD&D: _____

1. **Insured's:** (a) name in full _____
(b) Residence address _____
(c) Occupation (if retired, please designate and list prior occupation) _____
(d) Date of Hire _____ (e) Last Day Worked _____
(f) Average Hours worked/week _____ (g) Annual Salary _____
2. Authorized Individual (Type or Print) _____ Title/Position _____
Signature _____ Date _____ Phone Number _____

Insured's Statement

1. (a) **Insured's** name in full _____ Phone Number_(_____) _____
(b) Complete Address _____
(c) Male Female. (d) Marital Status Single Married Separated Divorced Widowed Other
(e) Date of Birth ____/____/____ (f) Social Security Number _____ (g) Last day Worked _____
2. Please provide us with a brief description of your illness _____
3. Names and Addresses of all physicians or practitioners who attended or prescribed for you regarding this illness

Name	Address	Dates of Attendance	Disease or Condition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Authorization

I hereby authorize any physicians, medical practitioner, hospital, clinic, other medical or medically related health care facility or health care provider, insurance or reinsuring company, the Medical Information Bureau, Inc., consumer reporting agency or employer, having information available concerning the diagnosis, treatment or prognosis of any physical or mental condition to give to Madison National Life Insurance Company, hereafter called the Company, or its legal representative any and all such information.

I understand the information obtained by use of this Authorization will be used by the Company to determine eligibility for benefits under an existing policy. Any information obtained will not be released by the Company to any person or organization except to reinsuring companies, the Medical Information Bureau, Inc., or other persons or organizations performing business or legal services in connection with my application or claim or as may be otherwise lawfully required or as I may further authorize.

I understand that I may receive a copy of this authorization upon request, agree that a photographic copy of this Authorization shall be as valid as the original and agree that this Authorization shall be valid for two years from the date shown below.

_____, 20____
Date

Signature of Insured

MADISON NATIONAL LIFE

INSURANCE COMPANY, INC.

P.O. BOX 5008, MADISON, WI 53705

F: 608-830-2701 : P- 800-356-9601

ATTENDING PHYSICIAN'S STATEMENT For Accelerated Death Benefit

We are in the process of evaluating an Accelerated Death Benefit for your patient. In order to determine if your patient is eligible for this benefit we require your response to the following questions. Your prompt attention to this matter will help expedite your patient's claim determination. Thank you in advance for your assistance.

1. (a) Patient's Name _____ (b) Date of Birth _____

2. Is your patient currently "of sound mind and under no restraints or undue influence"? Yes No

if no, please explain: _____

3. Is your patient competent to endorse checks and direct use of the proceeds thereof? Yes No

4. Under the policy provision for Accelerated Death Benefit, Terminal Illness is defined as "a medical condition for which there is no known medical treatment that would extend a patient's life and which could be expected in at least 80% of cases to result in death within 12 to 24 months or less".

Does your patient currently meet this definition of Terminal Illness No Yes

If yes;

(a) Diagnosis: _____ (b) Date Diagnosed: _____

(c) Current care and Treatment Plan: _____

(d) Goal of Care: Cure Palliation Control Symptom Management

(e) Please check the one which best indicates your estimate of the patient's life expectancy

12 Months or Less 13 to 18 Months 19 to 24 Months More than 24 Months

5. Briefly describe significant medical findings to document prognosis: _____

Please attach laboratory data and results of diagnostic tests as well as copies for any pertinent surgical reports, hospital admitting history, physician discharge summaries, chart notes and narrative reports.

Physician Signature _____ Date _____

Physician Name _____ Specialty _____

Address _____ City _____ State _____ Zip Code _____

Phone Number_(_____) _____ Fax Number_(_____) _____

Physician's Taxpayer ID No. _____

Group Term Life Benefit = 50,000.00

Insured requests 50% of the GTL amount for ADB = \$25,000

A check for \$25,000 is issued to the insured

When the insured passes away the remaining benefit is calculated as follows:

9% per annum interest of \$25,000 = \$2,250

One time fee of \$50.00

Deductions:

\$2,250 (9% interest charge) & 50.00 (one time fee) = \$2,300

GTL benefit of \$25,000 – \$2,300 = \$22,700 payable to the beneficiary.

(If the insured dies before the end of the first 12-month period, the company will refund the unearned portion of the interest charged. If the insured dies after the end of the first 12 month period, the company will assess against the remaining life insurance proceeds the interest accrued after the end of the first 13-month period).

Example: Insured passes 10 months after ADB has been issued.

Take the \$2,250 divided by 12 = \$187.50 a month and refund 2 months, totaling a refund of \$375.00

Example: Insured passes 16 months after ADB has been issued.

Take \$187.50 and multiply by 3 = \$562.50. Deduct \$562.50 from the life insurance proceeds.

Premium payments:

Insured's who qualify for ADB will usually also qualify for Waiver of Premium benefits. Premiums would need to be paid through the insured's elimination period and would be waived thereafter.

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717

APPLICATION FOR PORTABLE GROUP INSURANCE TRUST

Organization Information

Name of Organization:

Nature of Organization:

Administrative Contact Person's Name and Email Address and Telephone No.

Premium Billing Contact Person's Name and Email Address and Telephone No.

Billing Address:

City:

State:

Zip Code:

Street Address (if different from above):

City:

State:

Zip Code:

Proposed Effective Date of Insurance:

Group Policyholder's Certification

By signing this Application I understand and agree that:

- All statements and answers I have given are complete and true to the best of my knowledge and belief.
- Madison National Life Insurance Company, Inc. will rely in part upon the information recorded in this Application as the basis for their decision on whether to approve this Application and issue any coverage.
- Madison National Life Insurance Company, Inc. may delay/void this request for coverage due to incomplete, inaccurate or untimely information.
- Coverage is not in effect until final approval is given by Madison National Life Insurance Company, Inc. and the Policyholder should not cancel my current coverage until it receives such approval.
- No person, except an officer of Madison National Life Insurance Company, Inc., is authorized to vary or modify a contract.

WARNING: 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 may be guilty of a crime and subject to fines, confinement in prison and/or denial of insurance benefits.

Policyholder Representative Signature

Date of Signature

Title of Policyholder Representative

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717

GROUP PORTABLE TERM LIFE INSURANCE TRUST POLICY

GROUP POLICYHOLDER: [Trust Name]

GROUP NUMBER: [Group number]

DATE OF ISSUE: [Date]

RENEWAL DATE: Renewals occur [monthly] beginning [date]

POLICY STATE OF ISSUE: Wisconsin

POLICY STATE OF DELIVERY: Wisconsin

Madison National Life Insurance Company, Inc. (hereafter called We, Our or Us) agrees to pay group insurance benefits with respect to each Insured Person covered under the Trust, according and subject to the terms and conditions of this Group Portable Term Life Policy (hereafter referred to as Policy). Benefits are payable in United States dollars only.

This Policy is issued to the Group Policyholder (hereafter referred to as "Policyholder") in consideration of the application and payment of premiums, as provided herein, to take effect as of the Date of Issue. A copy of the completed Application is attached. This Policy will terminate as described herein. Date of Issue and Termination will begin and end at 12:01 A.M. Standard Time at the address of the Policyholder.

This Policy includes the any applications, Certificates, and other attached pages. These pages are all part of this Policy as if fully recited over the signatures shown below. This Policy is issued by Us and delivered in Wisconsin and governed by Wisconsin laws. All terms are defined, and benefits are provided, in accordance with the terms, conditions and provisions of these documents, and applicable state laws.

The President and Secretary of Madison National Life Insurance Company, Inc. witness this Certificate:



Larry R. Graber
President



Adam C. Vandervoort
Secretary

Non-Participating

Table of Contents

	Page
Terms and Definitions	3
Coverage Requirements	3
Policy Premium	3
Termination	3
By the Company	
By the Policyholder	
General Provisions	3
Entire Contract	
Incontestability	
Nonparticipating	
Conformity with State Laws	
Worker's Compensation clause	
Misstatement of Age or Gender	
Agency	4
Clerical Error	4

Terms and Definitions

All terms are as defined in the Certificates of Insurance (hereafter referred to as Certificate).

Coverage Requirements

Benefits and coverage for Insured Persons are as agreed upon between Us and the Policyholder. All coverages and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificate(s) issued by Us to the Policyholder for distribution to the Insured Persons or, directly to the Insured Persons. This includes any applicable, future riders or endorsements which generally describe, without amending, superseding or changing the Policy in any way, the essential features of coverage Insured Persons are entitled to under this Policy, and to whom the insurance benefits are payable in the event of a covered loss.

The Policyholder will furnish all information reasonably necessary to administer this Policy and any other information that may be reasonably required. The Policyholder will provide Us notification of any change in its legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.

The Policyholder must provide such information to the Us or Our agents in a regular and timely manner as may be reasonably specified by the Us and/or Our agents. We or Our agents have the right at all reasonable times to inspect the records of the Policyholder which relate to insurance under this Policy.

Premium

The premium terms and conditions applicable to Insured Persons are set forth in the Certificate of Insurance.

Termination

By the Company:

1. We can end this Policy for any reason by giving 60 days advance written notice to the Policyholder.
2. This Policy will automatically end if the Policyholder ceases to conduct business.

By the Policyholder: The Policyholder can end this Policy by giving 60 days advance written notice to Us.

General Provisions

Entire Contract, Changes: No change in this Policy shall be valid until approved by an executive officer of Our company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

We have authority to determine all questions arising in connection with this Policy, including its interpretation. Our failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

Incontestability: All statements made in the Group Application are representations and not warranties. We cannot contest this Policy after it has been in force for 2 years from its Date of Issue. No statement shall be used to contest the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

Non-Participating: This Policy is non-participating. It does not share in Our profits or surplus earnings.

Conformity With State Laws: If any provisions of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

Workers' Compensation. This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Misstatement of Age or Gender. If Policyholder premiums for the Insured Person are based on Age or Gender and the

Insured Person's Age or Gender have been misstated, there will be a fair adjustment of premiums based on his or her true Age or Gender . If the benefits for which the Insured Person is insured is based on Age or Gender and the Insured Person's Age or Gender have been misstated, there will be an adjustment of said benefit based on his or her true Age or Gender. We may require satisfactory proof of Age or Gender before paying any claim.

Agency

The Policyholder is not Our agent for any purpose under this Policy.

Clerical Error

A clerical error may be made by Us or the Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

AGREEMENT AND DECLARATION OF TRUST

WHEREAS, the undersigned employers (the "Employers") desire to establish this trust (the "Trust") to serve as the vehicle for providing group policies of life insurance, accidental death and dismemberment insurance, disability insurance, hospital and medical insurance, and various other forms of similar insurance which may be available from time to time to employees of the Employers and any other employers that adopt this Trust at a later date under the terms and conditions hereinafter set forth; and

WHEREAS, an employee shall not be entitled to coverage through the group insurance policies held in this Trust until the employee's employer executes a joinder agreement to adopt this Trust as the vehicle providing coverage; and

WHEREAS, the trust has been arranged between the Employers and the trustee as a vehicle whereby employer groups can join together as a single entity to purchase group insurance and to benefit from the economies of administration created thereby; and

WHEREAS, the undersigned trustee has agreed to serve according to the provisions of this Agreement and Declaration of Trust (the "Agreement").

NOW, THEREFORE,

WITNESSETH:

That as of October 1, 2001, it is agreed by and between the parties hereto as follows:

ARTICLE I

1.1 The trust shall be known as the National Insurance Services of Wisconsin Insurance Trust hereinafter referred to as the "Trust".

1.2 Any individual school, school district or other instrumentality of a state or political subdivision that subscribes to this Agreement, including the Employers and any other employers that subscribe to this Agreement, pursuant to a joinder agreement shall be referred to as a "Member Group."

1.3 The undersigned trustee and any successor or successors appointed and accepting such position provided in Article V shall be herein called "Trustee".

1.4 The Employers hereby appoint National Insurance Services of Wisconsin, Inc. ("NIS"), a Wisconsin corporation, as the administrator (the "Administrator") of the Trust and its insurance program. Any employers that subsequently adopt the Trust, by such adoption, shall ratify and confirm the appointment of NIS as Administrator with respect to their group.

1.5 The Trust shall be considered as established only when the requisite number of applications for participation required by applicable state law for the establishment of an insurance trust are approved by the Administrator.

1.6 The Trust is established by the undersigned Employers, the employees of which are covered by the group insurance policies held by the Trust, and is maintained by the Administrator as a vehicle whereby similar employers can purchase group insurance. In the event section 3.7 hereof is modified to provide for payments by Member Groups directly to the Trust rather than to the underwriter, all payments of money received by the Trustee for the Trust will be held and administered under the terms of this Agreement solely to defray the costs and expenses relating to purchasing and maintaining in force such policy or policies of insurance as the Administrator shall designate, subject to the provisions of this Agreement and the laws of the state of Wisconsin.

ARTICLE II - Group Insurance

2.1 For purposes of insurance programs under the Trust, the Trustee shall be deemed to be the policyholder. All persons who are officers or employees of a school, school district or other instrumentality of a state or political subdivision thereof shall be deemed an "employee" for purposes of the Trust and all group insurance programs under the Trust; provided, however, that such terms shall not include any person whose coverage under any respective policy would be prohibited by the insurance laws of the place wherein the certificate is issued or delivered.

2.2 The policies of insurance involved under the Trust shall be negotiated and procured by the Administrator and shall be applied for and issued to the Trust as policyholder by a duly licensed insurance carrier or carriers. The policies shall be on the lives of or for the benefit of employees and/or dependents of Member Groups.

ARTICLE III - Participation

3.1 Any Member Group shall be eligible to request coverage pursuant to any policy issued to the Trust. Each Member Group must satisfy the requirements established by the Administrator and by the respective insurance carrier for each program for which it applies.

3.2 Participation under the Trust shall commence upon dates fixed by the Administrator [and acceptable to the Trustee.]

3.3 The Administrator shall maintain accurate records of each Member Group and its respective participating employees and upon request shall provide the insurance carriers with such information.

3.4 The Trustee or its employees shall not be eligible to participate in any insurance program under the Trust and shall not engage in the solicitation or promotion of the Trust.

3.5 Each Member Group shall be liable to the issuing insurance carrier or its designated agent for the premium for insurance applicable to it. In the event any such policy or policies are terminated and the premium due is not paid on the date the premium is due, the insurance carrier shall have the right to enforce the liability of such Member Group and may apply any sums collected first toward its expense of suit (including costs and reasonable counsel fees in addition to such premiums) and then toward the discharge of the premium obligation under the policy or policies. The failure of the insurance carrier to exercise its option in any instance shall not constitute a waiver of its right to enforce the liability of any Member Group in any other instance or constitute a waiver of its right to collect any deficiencies in premium from the Member Group.

3.6 Each Member Group shall be issued rights in the policy or policies over which the Trustee acts as policyholder in that each Member Group shall be allowed to terminate such coverage or coverages with respect to the Member Group by ceasing to make the required premium payment on the date when due or within the period of time allowed by the effected insurance company or its designated agent for payment thereof. Each employee of each Member Group shall receive a certificate with respect to the group insurance coverage under which he is covered through the Trust.

3.7 All payments made by a Member Group with respect to the coverage pursuant to any policy or policies issued to the Trust shall be made directly to the insurance carrier or carriers issuing such policy or policies or to designated agent.

ARTICLE IV - Termination of Participation

4.1 A Member Group shall cease to qualify for continued participation under the Trust:

- a. If it fails to make the required premium on the date when due or within the period of time allowed by the affected insurance carrier or its designated agent for the payment thereof;
- b. if it shall cease to qualify under or by reason of any state or federal law; or
- c. when it ceases to meet the eligibility requirements of the respective insurance program or the Trust.

4.2 When a Member Group ceases to qualify for participation under the Trust in accordance with the provisions of this Article, the Administrator shall forthwith give notice thereof to the insurance carrier of the policy or policies under which such insurance is provided, and such insurance shall terminate at the time specified by and as provided by, such policy or policies. The participation of the Member Group in the Trust shall terminate to such extent and at such time as all coverages terminate and the Trustee and Trust shall have no liability to such Member Group whose participation and insurance has terminated nor to any employee or beneficiary thereof.

ARTICLE V - Designation of Trustee

5.1 The Trustee accepts and agrees to perform the duties, responsibilities and obligations of this Agreement.

5.2 The Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving 90 days notice in writing to the Administrator and rendering an accounting according to law and as set forth in section 6.5 unless otherwise mutually agreed to by the Trustee and Administrator.

5.3 A Trustee may be terminated at any time by a written notice signed by the Administrator. Any notice of termination shall be delivered to the Trustee at least five days in advance. Upon termination, the Trustee shall become and remain fully discharged upon rendering a complete and appropriate accounting as set forth in section 6.5.

5.4 If any vacancy in the Trusteeship occurs, said vacancy shall be filled by the Administrator and upon acceptance, the Trustee so appointed shall serve as Trustee until its successor is duly qualified.

5.5 Immediately upon its appointment and its acceptance, a successor Trustee shall become vested with all the property, rights, powers and duties of a Trustee hereunder with like effect as if originally named as a Trustee. No Trustee or successor Trustee shall be liable or responsible for any acts or defaults of any other Trustee, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Trust prior to it becoming a Trustee, nor be required to inquire into or take any notice of prior administration of the Trust.

5.6 On the effective date of the termination or resignation, the Trustee shall deliver all assets of the Trust and all records and information, including copies, duplicates and recordings relating to the Trust, to the successor Trustee. The Trustee shall also notify the successor Trustee of all matters in connection with the Trust that shall be necessary or appropriate to enable such successor Trustee to discharge its duties.

5.7 The insurance carrier of the policy or policies and any person, partnership, corporation or association with whom the Trustee is dealing shall, at all times, be kept informed by the Trustee of the names of its officers who are serving and any such insurance carrier may rely upon the report last received in writing from the Trustee at the Home Office of such insurance carrier; and any other person, partnership, corporation or association participating in or dealing with the Trustee may rely upon the report last received from the Trustee.

ARTICLE VI – Powers and Duties of Trustee

6.1 Subject to Article III hereof, the Trustee may exercise all rights or privileges granted to it as a policyholder by the provisions of each policy issued to it as Trustee or allowed by the insurance carrier of such policy and may agree with such insurance carrier for any alteration, modification or amendment of such policy negotiated or approved by the Administrator in writing. No insurance carrier shall be required to inquire into the authority of the Trustee with regard to any dealings in connection with such policy.

6.2 The Trustee shall have the power to construe the provisions of this Agreement and the terms herein and any construction adopted by the Trustee in good faith and adopted by the Administrator and consented to by the Trustee shall be binding upon the Member Group and its employee or employees.

6.3 The Administrator may promulgate such rules and regulations as may, in its discretion, be proper or necessary for the sound and efficient administration of the policy or policies.

6.4 The Trustee may delegate any administrative powers or duties conferred to it by this Agreement to the Administrator and having so delegated it may terminate such delegation and resume such responsibility itself.

6.5 The Trustee shall keep true and accurate books of account and records of all of its transactions and furnish to the Administrator from time to time reports respecting the status of the Trust and the status of the policy or policies. Upon the receipt by the Trustee of the Administrator's written approval of any such report or upon the expiration of 60 days after delivery of any such report to the Administrator, such report (as originally stated if no objection has been filed by the Administrator, or as

adjusted pursuant to any written objection delivered by the Administrator to the Trustee regarding which the Trustee has not given an adequate explanation or made satisfactory adjustments) shall act as a release and discharge of the Trustee as to all items, matters and things set forth in such report which are not covered by such written objections as if such report had been settled and allowed by a decree of a court. The Trustee, nevertheless, shall have the right to have its accounts and reports settled by judicial proceedings if it so elects, in which event the Trustee and the Administrator shall be the only necessary parties.

6.6 The Trustee's remuneration and reasonable and necessary costs and expenses to fulfill any purpose of the Trust shall be subject to agreement between the Trustee and the Administrator.

6.7 The Trustee shall have no liability with respect to the nonpayment of Member Group premiums. All suits and proceedings to enforce or protect any other right, demand or claim on behalf of the Trustee or of the Trust, may be instituted and prosecuted on behalf of the Trust by the Administrator.

6.8 Other than those responsibilities, duties and obligations the entities have agreed to perform herein, the Trust, the Trustee, the Administrator and the insurance carrier or carriers shall not have any authority, control, responsibility, duty, or obligation with respect to or in connection with any coverage of a Member Group.

6.9 Each plan of a Member Group shall be separate and distinct from the Trust and any other plan, and the activities of each plan and of each employer with respect to any plan it sponsors or with respect to the Trust shall not affect any plan or any other employer or the Trust; nor shall the Trust, the Trustee, the Administrator, any insurer or any other employer be responsible or liable in any way for the acts of any employer with respect to any of its own plans or its participation in the Trust. The Trust, through the Administrator or insurance carrier, shall make available to Member Groups information relating to the insurance provided through the Trust that is necessary for the Member Groups to satisfy applicable reporting and disclosure requirements.

6.10 The Trustee agrees that at all times the files, records, data, information, lists, names and materials handled for the Trust shall be kept confidential and shall not be disclosed without prior written approval of the Administrator. The Trustee agrees to implement safeguards and procedures acceptable to the Administrator to protect the rights of the Administrator in such information and materials.

ARTICLE VII - Concerning the Administrator

7.1 Subject to Article III hereof, the Administrator may agree with the insurance carrier upon waiting periods, definitions of covered employment, and other relevant terms and conditions to be included in any policy or policies issued, including those relating to eligibility consistent with the respective insurance laws governing the coverage, and shall certify such agreements, limitations and eligibilities to the Trustee. The Trustee shall be entitled to rely upon such certifications and upon all rules and regulations established by the Administrator for the administration of the Trust without liability for independent inquiry.

7.2 For rating or dividend purposes, the Administrator may agree with the insurer to the combination of the financial experiences of policies issued to the Trustee pursuant to this Agreement and of policies not so issued which insure employees of Member Groups. The Administrator and the

Trustee may agree with the insurers and/or any policyholders to provide for centralized administration of all such policies in any manner deemed advisable by the Trustee. Any agreements provided for in this section shall be subject to acceptance and ratification by the Trustee before becoming effective.

ARTICLE VIII - Termination of the Trust

8.1 The Trust may be terminated at any time by the Administrator, the then-participating Member Groups and the Trustee by agreement setting forth the terms and conditions and the effective date of the termination of insurance coverage.

8.2 In the event of termination of the Trust for any reason, the Trustee shall apply the Trust to pay any and all obligations of the Trust and distribute and apply any money and other property forming parts of the Trust in such manner as will, in its opinion, best effectuate the purpose of the Trust and the fair and equitable termination thereof.

8.3 Upon termination of the Trust, the Administrator shall notify each Member Group at the time and the insurance carrier of the policy or policies and any other person, partnership, corporation and association with whom it is dealing and shall proceed to the dissolution of the Trust and may take any action with regard to any policy or policies which may be appropriate or required by the insurance carrier of such policy or policies. The Trustee shall continue as Trustee for purposes of the dissolution.

ARTICLE IX - Miscellaneous Provisions

9.1 Each Member Group shall furnish to the Administrator such records and other information which are required in connection with the administration of the policy or policies. The insurance carrier shall have the right to audit all records of the Trustee, the Administrator or Member Groups pertaining to the insurance coverage.

9.2 No Member Group nor any other person, partnership, corporation or association shall have any right, title or interest in or to the Trust, or any part thereof and no employee or any person claiming by or through such employee by reason of having been named a beneficiary in a certificate or otherwise, shall have any claim against the monies or properties of the Trust, and the interests of such employees, beneficiaries and other persons claiming through them shall be limited to those specified in the coverage purchased through the Trust.

9.3 No person, partnership, corporation or association dealing with the Trustee shall be obliged to see to the application of any funds or property of the Trust or to see that the terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee and every act and instrument effected by the Trustee shall be conclusive in favor of any person, partnership, corporation or association relying thereon that:

- a. At the time of such act or the delivery of such instrument, the Trust hereby created was in full force and effect and that the Trustee was the duly appointed Trustee then entitled to act on behalf of the Trust;
- b. Such act or instrument was accomplished or executed in accordance with the terms and conditions contained in this instrument; and

- c. The Trustee was duly authorized and empowered to execute such instrument or accomplish such act and, if the act were accomplished or the instrument executed by one or more employees or agents or the Trustee, such accomplishment or execution was authorized by the Trustee.

ARTICLE X - Situs and Construction of Trust

10.1 The Trust is accepted by the Trustee in the State of Wisconsin and shall be construed in accordance with the laws of the State of Wisconsin. Wherever any words are used in this Agreement, the masculine shall be construed to include the feminine or neuter and the singular to include the plural and the plural, the singular.

10.2 No waiver of any default in performance on the part of the Administrator or like waiver by the Trustee of any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent breach or a waiver of said terms, covenants or conditions. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which the Administrator or Trustee is entitled under this Agreement or otherwise.

10.3 Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

ARTICLE XI - Amendments

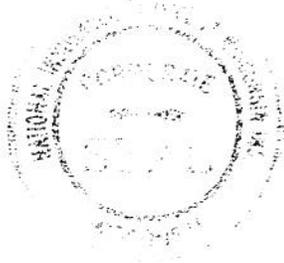
11.1 This Agreement may be amended at any time or from time to time by written agreement between the Trustee and Administrator. The Administrator shall then mail a copy of the amendment to the then-participating Member Groups and the amendment shall become effective unless a majority of the Member Groups objects to the amendment within 30 days of the date it is mailed to them. No amendment shall divert the Trust assets as then constituted, or any part thereof, to a purpose other than that as set forth in the Agreement, nor may there be any amendment of this Article XI or of this Agreement without the consent of the insurance carrier of the policy or policies.

11.2 The Administrator shall forthwith notify the insurance carrier of the policy or policies of any amendment or amendments adopted pursuant to section 11.1 and execute any instrument or instruments necessary in connection therewith and the insurance carrier of each policy and any person, partnership, corporation or association may rely upon the signature of the Trustee serving at that time.

IN WITNESS WHEREOF, the undersigned Trustee and Employer, have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day, month and year first written above, and National Insurance Service of Wisconsin, Inc. hereby accepts its appointment as Administrator.

National Insurance Services of Wisconsin, Inc.
(Administrator)

(Corporate Seal)



BY: Bruce A. Miller
Bruce Miller, President

Employers

Greenfield School District

By: [Signature]

Its Business Services

Date 10-9-01

Hartland Lakeside School District

By: Peter J. Balzer

Its Business Services

Date 10-9-01

MARSHALL & LUSLEY
TRUST COMPANY (Trustee)

(Corporate Seal)

BY: [Signature]

ASSISTANT VICE PRESIDENT

Carol O. Shoults, V.P.

10/02/00 15:30 608 2 2037
10/02/00 MON 14:19 FAX 608 1503

M&I TRUST CO
MADISON NAILED LIFE

003

TRUST AGREEMENT
FOR
NATIONAL PLAN INSURANCE TRUST

AGREEMENT AND DECLARATION OF TRUST

WHEREAS, National Plan Services, Inc., a Wisconsin Corporation (hereinafter referred to as "Administrator"), desires to make available a vehicle through which an employer or group of employers can purchase policies of life insurance, accidental death and dismemberment insurance, disability insurance, hospital and medical insurance, dental insurance, and various other forms of similar insurance which may be available from time to time to participants in this trust upon the terms and conditions hereinafter set forth; and

WHEREAS, this trust has been arranged between the Administrator and the trustee as a vehicle whereby such groups can join together as a single entity to purchase group insurance; and

WHEREAS, the undersigned Trustee has agreed to serve under this trust;

NOW, THEREFORE,

W I T N E S S E T H

That as of July 1, 1983, it is agreed by and between the parties hereto as follows:

ARTICLE I

Designation and Purpose

1.1 The trust shall be known as the National Plan Insurance Trust which hereinafter shall also be referred to as "Trust".

1.2 The undersigned trustee and any successor or successors appointed and accepting such position as provided in Article V shall be herein called "Trustee".

1.3 This Trust shall be considered as established for a particular state when the requisite number of applications for participation required by applicable state law for establishment of an insurance trust are approved by the Administrator.

1.4 The Trust is established and maintained as a vehicle whereby similar groups can purchase group insurance. In the event section 3.7 hereof is modified to provide for payments by Member Groups directly to the Trust rather than to the underwriter, all payments of money received by the Trustee for the Trust will be held and administered under the terms

of this Agreement solely to defray the costs and expenses related to purchasing and maintaining in force such policy or policies of insurance as the Administrator shall designate, subject to the provisions of this Trust Agreement and the laws of the State of Wisconsin.

ARTICLE II

Group Insurance

2.1 For purposes of insurance programs under this Trust, the Trustee shall be deemed to be the policyholder. All persons who are officers or employees of a participating employer in a Member Group shall be deemed an "employee" for purposes of this Trust and all group insurance programs under this Trust; provided, however, that such terms shall not include any person whose coverage under any respective policy would be prohibited by the insurance laws of the place wherein the policy is issued or delivered.

2.2 The policy(s) of insurance involved under this Trust shall be negotiated and procured by the Administrator and shall be applied for and issued to the Trustee as policyholder by a duly licensed insurance carrier or carriers. The policies shall be on the lives of or for the benefit of employees and/or dependents of Member Groups.

ARTICLE III

Participation

3.1 Any class of employer or group of employers approved for participation by the Administrator which has subscribed to this Agreement pursuant to a joinder agreement (herein referred to as a "Member Group") shall be eligible to participate under the Trust's insurance policy. Each member group must satisfy the requirements established by the Administrator and by the respective insurance carriers for each program for which it applies.

3.2 Participation in the Trust shall commence upon dates fixed by the Administrator and acceptable to the Trustee.

3.3 The Administrator shall maintain an accurate record of the participating Member Groups and their respective participating employees and upon request shall provide such information to the Trustee and the insurance carriers.

3.4 The Trustee, its employees or agents shall not be eligible to participate in any insurance program under this Trust and shall not engage in the solicitation or promotion of this Trust.

3.5 Each Member Group shall be liable to the affected insurance company or its designated agent for the premium for insurance applicable to it. In the event any member group's coverage(s) terminate and the premium due thereunder is not paid on the date the premium is due, the insurance carrier shall have the right to enforce the liability of such Member Group and may apply any sums collected first toward its expense of suit (including costs and reasonable counsel fees in addition to such premiums) and then toward the discharge of the premium obligation under the policy or policies. The failure of the insurance company to exercise its option in any instance shall not constitute a waiver of its right to enforce the liability of any Member Group in any other instance nor constitute a waiver of its right to collect any deficiencies in premium from the Member Group.

3.6 Each Member Group shall be issued rights in the coverage(s) over which the Trustee acts as policyholder in that each Member Group shall be allowed to terminate such policy or policies with respect to the Member Group in accordance with the respective policy or policies provisions. Further, each employee of each Member Group shall receive a certificate with respect to the group insurance programs under which he is covered through the Trust.

3.7 All payments made by a Member Group with respect to the coverage(s) over which the Trustee acts as policyholder shall be made directly to the insurance carrier or carriers issuing such policy or policies or designated agent for payment thereof.

ARTICLE IV

Termination of Participation

4.1 A Member Group shall cease to qualify for continued participation in the Trust:

(a) if it fails to make the required premium on the date when due or within the period of time allowed by the affected insurance company or its designated agent for the payment thereof;

(b) if it shall cease to qualify under or by reason of any state or federal law;

(c) when a group ceases to meet the eligibility requirements of the respective insurance program or the Trust.

4.2 When a Member Group ceases to qualify for participation in the Trust in accordance with the provisions of this Article, the Administrator shall forthwith give notice thereof to the Trustee and the insurance carrier of the policy or policies under which such insurance is provided, and such insurance shall terminate at the time specified by and as provided by, such policy or policies. The participation of the Member Group in the Trust shall terminate to such extent and at such time as the insurance terminates and the Trustee and Trust shall have no liability to such Member Group whose participation and insurance has terminated nor to any employee or beneficiary thereof.

ARTICLE V

Designation of Trustee

5.1 The Trustee accepts and agrees to perform the duties, responsibilities and obligations under this Agreement on its part to be performed.

5.2 The Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving 90 days' notice in writing to the Administrator and rendering an accounting according to law and as set forth in section 6.5 unless otherwise mutually agreed on between the Trustee and Administrator.

5.3 A Trustee may be removed from office at any time by a written instrument signed by the Administrator. Any notice of removal shall be delivered to the Trustee at least five days in advance. Upon removal, the Trustee shall become and remain fully discharged upon rendering a complete and appropriate accounting as set forth in section 6.5.

5.4 If any vacancy in the trusteeship occurs, said vacancy shall be filled by the Administrator and upon acceptance, the Trustee so appointed shall serve as Trustee until its successor is duly qualified.

5.5 Immediately upon its appointment and its acceptance, a successor Trustee shall become vested with all the property, rights, powers and duties of a Trustee hereunder with like effect as if originally named as a Trustee. No Trustee or successor Trustee shall be liable or responsible for any acts or defaults of any other Trustee or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Trust prior to it becoming a Trustee, nor be required to inquire into or take any notice of prior administration of the Trust.

5.6 On the effective date of the removal or resignation, the Trustee shall deliver all assets of the Trust and all records and information, including copies, duplicates and recordings, relating to the Trust to the successor Trustee. The Trustee shall also notify the successor Trustee of all matters in connection with the Trust which shall be necessary and appropriate to enable such successor Trustee to discharge its duties.

5.7 The insurance carrier of the policy or policies and any person, partnership, corporation or association with whom the Trustee is dealing shall at all times be kept informed by the Trustee of the names of its officers who are serving and any such insurance carrier may rely upon the report last received in writing from the Trustee at the Home Office of such insurance carrier; and any other person, partnership, corporation or association participating in or dealing with the Trustee may rely upon the report last received from the Trustee.

ARTICLE VI

Powers and Duties of the Trustee

6.1 Subject to Article III hereof, the Trustee may exercise all rights or privileges granted to it as a policyholder by the provisions of each policy issued to it as Trustee or allowed by the insurance carrier of such policy and may agree with such insurance carrier for any alteration, modification or amendment of such policy negotiated or approved by the Administrator in writing. No insurance carrier shall be required to inquire into the authority of the Trustee with regard to any dealings in connection with such policy.

6.2 This Trustee shall have power to construe the provisions of this Agreement and the terms herein and any construction adopted by the Trustee in good faith or adopted by the Administrator and consented to by the Trustee shall be binding upon the Member Group and its employee or employees.

6.3 The Administrator may promulgate such rules and regulations as may, in its discretion, be proper or necessary for the sound and efficient administration of the group insurance.

6.4 The Trustee may delegate any administrative powers or duties conferred to it by this Agreement to the Administrator and having so delegated it may terminate such delegation and resume such responsibility itself.

6.5 The Trustee shall keep true and accurate books of account and records of all its transactions and furnish to the Administrator from time to time reports respecting the status of the Trust and the status of the policy or policies. Upon the receipt by the Trustee of the Administrator's written approval of any such report or upon the expiration of 60 days after delivery of any such report to the Administrator, such report (as originally stated if no objection has been filed by the Administrator or as adjusted by the Administrator by written objection delivered to the Trustee by the Administrator regarding which the Trustee has not given an adequate explanation or made satisfactory adjustments) shall act as a release and discharge of the Trustee as to all items, matters and things set forth in such report which are not covered by such written objections as if such report had been settled and allowed by a decree of a court. The Trustee, nevertheless, shall have the right to have its accounts and reports settled by judicial proceedings if it so elects, in which event the Trustee and the Administrator shall be the only necessary parties.

6.6 The Trustee's remuneration and reasonable and necessary costs and expenses to fulfill any purpose of the Trust shall be subject to agreement between the Trustee and the Administrator.

6.7 The Trustee shall have no liability with respect to the nonpayment of Member Group premiums. All suits and proceedings to enforce or protect any other right, demand or claim on behalf of the Trustee or of the Trust, may be instituted and prosecuted on behalf of the Trust by the Trustee or by the Administrator.

6.8 Neither the Trust, the Trustee, the Administrator, nor the insurer shall have any authority, control, responsibility, duty, or obligation with respect to or in connection with any plan of a Member Group.

6.9 Each plan of a Member Group shall be separate and distinct from the Trust and any other plan, and the activities of each plan and of each employer with respect to any plan it sponsors or with respect to the Trust shall not affect any plan or any other employer or the Trust; nor shall the Trust, the Trustee, the Administrator, any insurer or any other employer be responsible or liable in any way for the acts of any employer with respect to any of its own plans or its participation in the Trust. The Trust through the Administrator or insurance company shall make available to Member Groups information relating to the insurance provided through the Trust which is necessary for the Member Groups to satisfy applicable reporting and disclosure requirements.

6.10 The Trustee agrees that at all times the files, records, data, information, lists, names and materials handled for the Trust shall be kept confidential and shall not be disclosed without prior written approval of the Administrator. The Trustee agrees to implement safeguards and procedures acceptable to the Administrator to protect the rights of the Administrator in such information and materials.

ARTICLE VII

Concerning the Administrator

7.1 Subject to Article III hereof, the Administrator may agree with the insurance carrier of any policy or policies issued to the Trustee upon waiting periods, definitions of covered employment, and other relevant terms and conditions, including those relating to eligibility consistent with the respective insurance laws governing the coverages, and shall certify such agreements, limitations and eligibilities to the Trustee. The Trustee shall be entitled to rely upon such certifications and upon all rules and regulations established by the Administrator for the administration of the Trust without liability for independent inquiry.

7.2 The Administrator may agree with the insurer for the combination of financial experiences for rating or dividend purposes of policies issued to the Trustee pursuant to this Agreement and of policies not so issued which insure employees of Member Groups. The Administrator and the Trustee may agree with the insurer(s) and/or any policyholder(s) to provide for centralized administration of all such policies in any manner deemed advisable by the Trustee. Any agreements provided for in this section shall be subject to acceptance and ratification by the Trustee before becoming effective.

ARTICLE VIII

Termination of the Trust

8.1 The Trust may be terminated at any time by the Administrator and the Trustee by agreement and by delivering an instrument in writing to each Member Group participating at the time setting forth the terms and conditions and the effective date of the termination of insurance coverages.

8.2 In the event of termination of the Trust for any reason, the Trustee shall apply the Trust to pay any and all obligations of the Trust and distribute and apply any money and other property forming parts of the Trust in such manner as will, in its opinion, best effectuate the purpose of the Trust and the fair and equitable termination thereof.

8.3 Upon termination of the Trust, the Administrator shall notify each Member Group at that time and the insurance carrier of the policy or policies and any other person, partnership, corporation and association with whom it is dealing and shall proceed to the dissolution of the Trust and may take any action with regard to any policy or policies which may be appropriate or required by the insurance carrier of such policy or policies. The Trustee shall continue as Trustee for purposes of the dissolution.

ARTICLE IX

Miscellaneous Provisions

9.1 Each Member Group shall furnish to the Administrator such records and any other information which the Administrator or the insurance carrier of the policy or policies may require in connection with the administration of the policy or policies. The insurance carrier shall have the right to audit all records of the Trustee, the Administrator or Member Groups pertaining to the insurance.

9.2 No Member Group nor any other person, partnership, corporation or association shall have any right, title or interest in or to the Trust, or any part thereof and no employee nor any person claiming by or through such employee by reason of having been named a beneficiary in a certificate or otherwise, shall have any claim against the monies or properties of the Trust, and the interest of such employees' beneficiaries and other persons claiming through them shall be limited to those specified in the policy or policies purchased through the Trust.

9.3 No person, partnership, corporation or association dealing with the Trustee shall be obliged to see to the application of any funds or property of the Trust or to see that the terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee and every act and instrument effected by the Trustee shall be conclusive in favor of any person, partnership, corporation or association relying thereon that:

(a) at the time of such act or the delivery of such instrument, the Trust hereby created was in full force and effect and that the Trustee was the duly appointed Trustee then entitled to act on behalf of the Trust;

(b) such act of instrument was accomplished or executed in accordance with the terms and conditions contained in this instrument; and

(c) the Trustee was duly authorized and empowered to execute such instrument or accomplish such act and, if the act were accomplished or the instrument executed by one or more employees or agents of the Trustee, such accomplishment or execution was authorized by the Trustee.

ARTICLE X

Situs and Construction of Trust

10.1 The Trust is accepted by the Trustee in the State of Wisconsin and shall be construed in accordance with the laws of the State of Wisconsin. Wherever any words are used in this Agreement, the masculine shall be construed to include the feminine or neuter and the singular to include the plural, and the plural, the singular.

10.2 No waiver of any default in performance on the part of the Administrator or like waiver by the Trustee of any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of conditions. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which the Administrator or Trustee is entitled under this Agreement or otherwise.

10.3 Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

ARTICLE XI

Amendments

11.1 This Agreement may be amended at any time or from time to time by agreement between the Trustee and the Administrator, except that no amendment shall divert the Trust assets as then constituted, or any part thereof, to a purpose other than that as set forth in this Agreement, nor may there be any amendment of this Article XI or of this Agreement without the consent of the insurance carrier of the policy or policies.

11.2 The Trustee shall forthwith notify the insurance carrier of the policy or policies of any amendment or amendments adopted pursuant to section 11.1 and execute any instrument or instruments necessary in connection therewith and the insurance carrier of each policy and any person, partnership, corporation or association may rely upon the signature of the Trustee serving at that time.

IN WITNESS WHEREOF, the undersigned Trustee and Administrator have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day, month and year first written above.

(Corporate Seal)

Trustee: Bank of Milwaukee

By: James F. Harris
James F. Harris, Vice President

(Corporate Seal)

Administrator: National Plan Services, Inc.

By: G. Robert Brower
G. Robert Brower, Vice President

AMENDMENT

TO ARTICLE VI

NATIONAL PLAN INSURANCE TRUST AGREEMENT

National Insurance Services of Wisconsin, Inc., a Wisconsin corporation, under its capacity as Administrator under the Trust Agreement for the National Plan Insurance Trust which became effective July 1, 1963, hereby amends said Agreements as follows:

ADDED AND INCLUDED 6.11:

The parties hereto agree that Trustee may appoint the Administrator to perform services on behalf of the Trust including, but not by way of limitation, the duties stated in Article VI of this Trust Agreement. During such appointment, the performance of such functions shall be the responsibility of the Administrator and Trustee shall have no responsibility for the performance of such functions. Trustee shall not be liable for any action taken or omitted by the Administrator with respect to any matter within any authority delegated to the Administrator in accordance with the provisions hereof nor for any failure of an insurance carrier to perform any of its obligations under the policy or policies issued to the Trustee, and the Administrator shall indemnify Trustee and holds it harmless with respect to any loss or expense occasioned by any such action taken or omitted by the Administrator or any such failure of an insurance carrier to perform any of its obligations under the policy or policies.

ATTEST:

Ann B. Gurske

National Insurance Services of Wisconsin, Inc.
as Administrator

By John P. Norton
John P. Norton
Director of Corporate Services

Dated DECEMBER 23, 1986

ACCEPTANCE

Marshall & Ilsley Trust Company, through its undersigned duly authorized officer, accepts its appointment as trustee in accordance with the terms of the Trust Agreement and the foregoing amendment thereto.

ATTEST:

Bradley R. Wick V.P.

Marshall & Ilsley Trust Company

By Walter D. Jones V.P.

Dated 1/15/87

Madison National Life

September 24, 1996

M&I Marshall & Illsley Trust Co.
Attn: Joanne M. Chmiel
1000 N. Water St.
Milwaukee, WI 53202

Dear Ms. Chmiel:

Madison National Life Insurance Company, Inc. (the Administrator), through its undersigned duly authorized officer, hereby removes Marshall & Illsley Trust Company as trustee for the National Plan Services Insurance Trust effective October 1, 1996.

Attest:

Madison National Life Insurance Company,
Inc. as Administrator



By James R. Balgord
James R. Balgord
Senior Vice President

Dated Sept 24, 1996

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Amendment
To
National Plan Services Insurance Trust
Agreement

The Associated Trust Company succeeds the Marshall & Ilsley Trust Company as trustee for the National Plan Services Insurance Trust effective October 1, 1996.

Acceptance

Associated Trust Company, through its undersigned duly authorized officer, appoints Madison National Life Insurance Company, Inc. as administrator of the National Plan Services Insurance Trust effective as dated below.

Attest:



Associated Trust Company
as Trustee

By 

Dated 11 September 1996

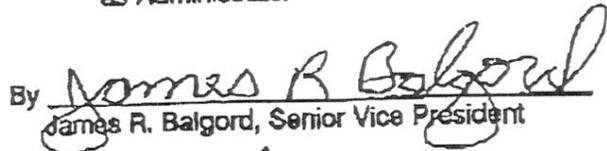
Acceptance

Madison National Life Insurance Company, Inc., through its undersigned duly authorized officer accepts its appointment as administrator under the Trust Agreement for the National Plan Services Insurance Trust in accordance with the terms of the Trust Agreement and the foregoing amendment thereto.

Attest:



Madison National Life Insurance Company, Inc.
as Administrator

By 

Dated Sept 11, 1996

**Amendment
To
National Plan Services Insurance Trust
Agreement**

The Marshall & Illsley Trust Company succeeds the Associated Trust Company as trustee for the National Plan Services Insurance Trust effective October 1, 2000.

Acceptance

Marshall & Illsley Trust Company, through its undersigned duly authorized officer, appoints Madison National Life Insurance Company, Inc. as administrator of the National Plan Services Insurance Trust effective as dated below.

Attest:

Gregory J. Schmidt A.P.
10/3/00

Marshall & Illsley Trust Company
as Trustee

By Christopher F. Horne V.P.
Marshall & Illsley Trust Company

Dated Oct 3, 2000

Acceptance

Madison National Life Insurance Company, Inc., through its undersigned duly authorized officer accepts its appointment as administrator under the Trust Agreement for the National Plan Services Insurance Trust in accordance with the terms of the Trust Agreement and the foregoing amendment thereto.

Attest:

Cynthia A. Hiteman

Madison National Life Insurance Company, Inc.
as Administrator

By James R. Balgord, S.V.P.
James R. Balgord, Senior Vice President

Dated October 11, 2000