

SERFF Tracking Number: CLTR-126224831 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 42984
Company Tracking Number: PORTCERT
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium
Product Name: Group Term Life
Project Name/Number: Group Term Life/PORTCERT

Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: Group Term Life

SERFF Tr Num: CLTR-126224831 State: Arkansas

TOI: L04G Group Life - Term

SERFF Status: Closed-Approved-
Closed State Tr Num: 42984

Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium

Co Tr Num: PORTCERT State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Susan Coulter, Stephanie
Young, Linda Ryan-James, Mark
Swercheck

Disposition Date: 07/27/2009

Date Submitted: 07/20/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Group Term Life

Status of Filing in Domicile: Pending

Project Number: PORTCERT

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Trust

Filing Status Changed: 07/27/2009

Explanation for Other Group Market Type:

State Status Changed: 07/27/2009

Deemer Date:

Created By: Linda Ryan-James

Submitted By: Linda Ryan-James

Corresponding Filing Tracking Number:

Filing Description:

On behalf of National Guardian Life Insurance Company, we are filing the attached group term life certificate for your review and approval. The form is used with a life insurance portability trust established in Rhode Island for the benefit of employer groups that want a portability feature in their group term life program. Rhode Island approved the policy and certificate on July 7, 2009.

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The filing provides a vehicle for employers to provide a portability option to their employees. Employee/insureds desiring to port their group term life insurance coverage will request the option and the attached certificate will be issued to the insured without evidence of insurability.

This is a new program for National Guardian Life Insurance Company and will not replace any forms on file with the department.

Company and Contact

Filing Contact Information

Linda Ryan-James, Consultant linda@coulter-and-associates.com
 Coulter & Associates, Inc. 609-443-7540 [Phone]
 379 Princeton-Hightstown Rd. 609-443-4103 [FAX]
 Suite 15
 Cranbury, NJ 08512

Filing Company Information

(This filing was made by a third party - coulterandassociatesinc)
 National Guardian Life Insurance Company CoCode: 66583 State of Domicile: Wisconsin
 Two East Gilman Street Group Code: -99 Company Type: Life
 P.O. Box 1191 Group Name: State ID Number:
 Madison, WI 53701 FEIN Number: 39-0493780
 (888) 729-5433 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: ARK fee for policy filing
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--|---------|----------------|---------------|
| National Guardian Life Insurance Company | \$50.00 | 07/20/2009 | 29317626 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|---------------------|------------|------------|----------------|
| Approved- Closed | Linda Bird | 07/27/2009 | 07/27/2009 |

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Disposition

Disposition Date: 07/27/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Form Schedule

Lead Form Number: PORTCERT

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|--------------|-------------|-----------------------------|---------|----------------------|-------------|------------------|
| | PORTCER T | Certificate | CERTIFICATE OF INSURANCE | Initial | | | PORTCERT.p df |



NATIONAL GUARDIAN LIFE INSURANCE COMPANY

A Mutual Company Incorporated in 1909
2 East Gilman Street Madison, Wisconsin 53701

YOUR GROUP LIFE INSURANCE BENEFITS

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NATIONAL GUARDIAN LIFE INSURANCE COMPANY

A Mutual Company Incorporated in 1909
2 East Gilman Street Madison, Wisconsin 53701

(Herein called National Guardian Life)

CERTIFICATE OF INSURANCE

under Group Insurance Policy [insert client policy #]
Effective [insert effective date]

Issued by

National Guardian Life

to

[Insert Name of Trust]

(Herein called the Policyholder)

**Administered by: AlwaysCare Benefits, Inc.
P.O. Box 98100
Baton Rouge, LA 70898-9100**

National Guardian Life certifies that the Participants named in the Schedule of Insurance are insured for the benefits described in this certificate subject to the terms of the Policy.

National Guardian Life certifies we have issued and delivered the above Group Insurance Policy to The Policyholder.

The terms of the Group Insurance Policy which affect a Participant's coverage are contained in the following pages.

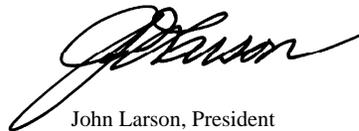
This Certificate of Insurance and the following pages will become your Booklet-certificate. This Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which National Guardian Life may have issued to you under the Group Insurance Policy specified herein.

National Guardian Life Insurance Company



Sherri Kliczak, Secretary



John Larson, President

DEFINITIONS

The terms listed, if used within this Booklet-certificate, will have these meanings.

[Dependent Child means an Insured Person's unmarried child who:

- (1) is at least 15 days old but not yet 19 years old; or
- (2) is 19, has not yet attained age 25, is primarily dependent upon you for financial support and attends an accredited school (other than a correspondence school) on a regular and full-time student basis as his principal activity.

The term "full-time student" shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full-time student status by a method other than semester credit hours, National Guardian Life reserves the right to determine whether the student qualifies as a Dependent Child.

The term "child", shall include your:

- (1) stepchild;
- (2) legally adopted child; and
- (3) any other child related to you by blood or marriage, who lives with you in a regular parent-child relationship and is primarily dependent upon you for financial support.

Any child who is in full-time military, naval or air force service cannot be a Dependent Child.]

He/His means he or she, or his or her.

Insured Person means a Participant [other than a Dependent Child].

Participant means an Insured Person [or covered Dependent Child] named in the Schedule of Insurance.

We/Us/Our means National Guardian Life Insurance Company.

You/Your means the Insured Person(s) to whom this Booklet-certificate is issued.

TERMINATION
Insured Person Coverage

When does your insurance cease?

Your insurance will cease on the first to occur of:

- [(1) the date you reach age [75];
(2) the last day of the period for which you have paid;
(3) the date you enter active full-time duty in the armed forces (land, water, air) of any country or authority; this does not include active duty for training for 2 months or less; or
(4) the date the Group Insurance Policy ceases.

If your insurance would cease due to one of the above reasons, you may be able to convert your life insurance to an individual life insurance policy. [You can not convert Accidental Death, Dismemberment and Loss of Sight Insurance.]

When does a Dependent Child's insurance cease?

A Dependent Child's insurance will cease on the first to occur:

- (1) the date all Insured Person's coverage ceases;
(2) the last day of the period for which you have paid; or
[(3) the date the child does not meet the definition of a Dependent Child.]

If a child's insurance would cease due to one of the above reasons, he may be able to convert his insurance to an individual life insurance policy.]

CONVERSION PRIVILEGE
Life Insurance

Under what conditions can a Participant's life insurance be converted to a personal individual life insurance policy?

If a Participant's insurance terminates for any reason other than termination of the Group Insurance Policy, then the Participant may convert his life insurance to a personal life insurance policy.

How does a Participant convert insurance?

To convert life insurance, a Participant must, within 31 days of the termination of insurance, make written application to National Guardian Life and pay the premium required for life insurance for his age and class of risk.

If the Participant does so, National Guardian Life will issue to him a personal life insurance policy. This policy will:

- (1) be issued without evidence of insurability;
- (2) be on one of the life insurance policy forms then customarily issued by National Guardian Life;
- (3) not exceed the amount which was terminated;
- (4) be reduced by the amount of any other group life insurance for which he is or becomes eligible for within 31 days of termination;
- (5) contain no disability, supplementary or Accidental Death, Dismemberment and Loss of Sight benefits; and
- (6) be effective on the 32nd day after your group life insurance terminates.

Can a Participant convert insurance if the Group Insurance Policy terminates?

If the insurance of a Participant terminates because National Guardian Life terminates the Group Insurance Policy, then the Participant may convert his life insurance to a personal life insurance policy, subject to:

- (1) the same conditions and limitations described above; and
- (2) a limit of the lesser of:
 - (a) the amount for which the Participant was last insured under this Group Insurance Policy, reduced by any amount for which he is or becomes eligible for under any other group life insurance policy within 31 days of termination of insurance; or
 - (b) [\$2,000].

The converted policy will be effective on the 32nd day after your group life insurance terminates.

What if a Participant dies during the conversion election period?

If a Participant dies within the 31 day conversion election period, National Guardian Life will, upon receipt of due proof of his death, pay the Amount of Life Insurance he was entitled to convert.

BENEFITS
Life Insurance

When will we pay benefits?

When National Guardian Life receives due proof of a Participant's death, the Amount of Life Insurance in force for such person will be paid.

To whom are benefits paid?

[Benefits will be paid in a lump sum to the beneficiary named in writing.] [If a death benefit to be paid meets our guidelines, it will be paid into a checking account. This account will be owned by the beneficiary named in writing. Your beneficiary may then write himself a check for the full amount.] You must name your beneficiary in writing. This name must be on file with National Guardian Life.

Unless requested otherwise, payment will be made as follows:

- (1) If more than one beneficiary is named, each will be paid an equal share.
- (2) If a named beneficiary dies before you, his share will be divided equally among the named beneficiaries who are still living.

If:

- (1) no beneficiary is named; or
- (2) if no named beneficiary survives you;

National Guardian Life may, at its option, pay:

- (1) up to \$500 of a Participant's Amount of Life Insurance to any party it deems to be entitled to such payment because of burial expense. National Guardian Life will be released from further liability for any amount so paid; and/or
- (2) the executors or administrators of your estate; or
- (3) your surviving relatives in the following order:
 - (a) all to your surviving spouse; or
 - (b) if your spouse does not survive you, in equal shares to your surviving children; or
 - (c) if no children survive you, in equal shares to your surviving parents.

Any payment such made shall fulfill National Guardian Life duty for the amount paid.

If a minor beneficiary does not have a legal guardian, National Guardian Life may, until such a guardian is appointed, pay the person it deems to be caring for and supporting him. Such payment will be in monthly sums of not more than [\$200].

[The Amount of Life Insurance payable at a Dependent Child's death will be paid in a lump sum to the former employee named in the Schedule of Insurance, if living and covered under this plan; or if the former employee is not living or covered under this plan, to the employee's spouse named in the Schedule of Insurance, if living and covered under this plan; otherwise, National Guardian Life may, at its option, pay the benefit to the executors or administrators of the Dependent Child's estate.]

BENEFITS
Life Insurance

Can interest and benefits be assigned under this plan?

No person may assign benefits under the plan.

A person may assign interest. Such assignment will be binding on National Guardian Life if:

- (1) the original assignment form; or
- (2) a true copy of it;

is received and acknowledged by National Guardian Life at its home office in [insert city, state]. National Guardian Life has no duty for the validity or effect of an assignment.

[Can benefits be paid in a method other than lump sum?

In place of a lump sum, a Participant may elect, in writing, to have all or part of his Amount of Life Insurance paid in installments upon his death. If he does not so elect, any beneficiary may make such election after the Participant dies. The first payment will be made when National Guardian Life receives due proof of a Participant's death. Installments may be elected according to the table below. No method of payment may be elected which yields installments of less than \$20.

SCHEDULE OF INSTALLMENTS

| Number of Years During Which Payments Will Be Made | Amount of Each Installment for Each \$1,000 of the Amount of Insurance | |
|---|--|---------|
| | Annual | Monthly |
| 1 | \$1,000.00 | \$84.29 |
| 2 | 506.17 | 42.67 |
| 3 | 341.60 | 28.80 |
| 4 | 259.33 | 21.87 |
| 5 | 210.00 | 17.71 |
| 10 | 111.47 | 9.41 |
| 15 | 78.80 | 6.65 |
| 20 | 62.58 | 5.29 |

Each installment after the first will include interest. The rate of interest per year will be at least 2½%. This may include any amount over 2½% which National Guardian Life declares for that year on funds remaining with National Guardian Life.

If any installments are left unpaid when the payee last entitled to receive them dies, National Guardian Life will:

- (1) sum the remaining installments; then
- (2) add any accrued interest remaining; then
- (3) pay the resulting amount to the executors or administrators of such payee's estate.

BENEFITS
Life Insurance

If the payee is:

- (1) a corporation;
- (2) a partnership;
- (3) an association;
- (4) an assignee; or
- (5) a trust;

then no Optional Method of Settlement is available without consent of National Guardian Life. Any arrangement for payment, within reason, can be made if both the Participant or beneficiary and National Guardian Life so agree.]

Accelerated Death Benefit
[Insured Persons Only]

This benefit applies only if indicated in the Schedule of Insurance.

RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS WHICH WILL BE PAID UPON DEATH.

When can benefits be accelerated?

An accelerated death benefit will be paid to you in a lump sum if:

- (1) [your/a Participant's] Amount of Life Insurance is at least [\$10,000];
- (2) [you are/the Participant is] Terminally Ill as defined below;
- (3) [you request/the Participant requests] a portion of [your/his] Amount of Life Insurance to be paid as an Accelerated Death Benefit; and
- (4) satisfactory proof of Terminal Illness is received by us.

The benefit may not exceed [50%] of [your/a Participant's] Amount of Life Insurance. The benefit may not be less than [\$3,000] nor more than [\$175,000.]

For example, say your Amount of Life Insurance is [\$20,000]. You are Terminally Ill. You may request any portion of your life insurance between [\$3,000 and \$10,000] to be paid to you now instead of to the beneficiary at your death. However, if you decide to ask for only [\$3,000] now, you may not request the remaining [\$7,000] in the future.

[Your/A Participant's] remaining insurance shall be subject to any reductions provided by any part of this plan.

What does Terminal Illness or Terminally Ill mean?

Terminally Ill or Terminal Illness shall mean that the [Insured Person/Participant] has a life expectancy of [12] months or less.]

**[BENEFITS
Accelerated Death Benefit
[Insured Persons Only]**

Can National Guardian Life have a claimant examined for proof of Terminal Illness?

National Guardian Life will have the right to require proof of Terminal Illness.

Any diagnosis submitted must be provided by an attending physician licensed to practice in the United States. If:

- (1) [you fail/a Participant fails] to submit proof satisfactory to National Guardian Life that [you have/he has] a Terminal Illness; or
- (2) refuse[s] to be examined as may be required by National Guardian Life;

then no Accelerated Death Benefit will be payable.

Does the election of conversion affect this provision?

Yes. If [you choose/a Participant chooses] to convert insurance under this plan, then the provisions under this benefit will no longer apply. The amount [you/a Participant] may convert shall be subject to the Conversion Privilege of this plan less any Accelerated Death Benefits received.

What limitations apply to this benefit?

This provision will be subject to all applicable terms and conditions of this plan. [You/A Participant] may not request an Accelerated Death Benefit if [you have/he has] already received one.

The Accelerated Death Benefit provision does not apply [to a Dependent Child or] to you if you are Retired. Retired means that you have attained your defined retirement age under the 1983 amendments to the United States Social Security Act.

What if [you/a Participant] made an assignment under this plan?

If [you have/a Participant has] assigned interest of [your/his] Amount of Life Insurance, in order for us to pay benefits under this provision, National Guardian Life must receive a release from the person to whom the assignment was made.]

**[BENEFITS
Accidental Death, Dismemberment
and Loss of Sight Benefits
[Insured Persons Only]**

What conditions are necessary for benefits to become payable?

National Guardian Life will pay a benefit according to the Description of Loss schedule if [you suffer/a Participant suffers] accidental bodily injury while insurance is in force and:

- (1) a Loss results directly from such injury, independent of all other causes; and
- (2) such a Loss occurs within [90] days after the date of the accident causing the injury.

Benefits for loss of life will be paid in accordance with the your beneficiary designation. Benefits payable for all other losses are payable to you. [Benefits for any loss of a Dependent Child will be paid in a lump sum to the former employee named in the Schedule of Insurance, if living and covered under this plan; or if the former employee is not living or covered under this plan, to the employee's spouse named in the Schedule of Insurance, if living and covered under this plan; otherwise, National Guardian Life may, at its option, pay the benefit to the executors or administrators of the Dependent Child's estate.]

What types of injuries are excluded from coverage?

No benefit will be paid for a loss caused or contributed to by:

- (1) sickness; or
- (2) disease; or
- (3) any medical treatment for items (1) or (2); or
- (4) any infection, except a pus-forming infection of an accidental cut or wound; or
- (5) war or any act of war, whether war is declared or not; or
- (6) any injury received while in any armed service of a country which is at war or engaged in armed conflict; or
- (7) any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane; or
- (8) taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered to [you/the Participant] by a licensed physician; or
- (9) an accident caused by [your/the Participant's] intoxication while operating a motor vehicle.]

Intoxication means that blood alcohol content or the results of other means of testing blood alcohol level, meet or exceed the legal presumption of intoxication under the law of the state where the accident took place.

**[BENEFITS
Accidental Death, Dismemberment
and Loss of Sight Benefits
[Insured Persons Only]**

What is the Principal Sum payable?

The benefit payable for any loss is that which is shown opposite the Loss in the schedule. The Principal Sum is shown in the Schedule of Insurance. No benefit is payable for any loss which is not shown in the schedule below.

| <u>DESCRIPTION OF LOSS</u> | <u>BENEFIT</u> |
|--|---|
| Loss of life | Principal Sum |
| Loss of a hand | One-half the Principal Sum |
| Loss of a foot | One-half the Principal Sum |
| Loss of an eye | One-half the Principal Sum |
| [*Loss of Speech or Hearing | One-quarter the Principal Sum |
| *Loss of movement of both upper and lower limbs (Quadriplegia) | One-half the Principal Sum |
| *Loss of movement of both lower limbs (Paraplegia) | One-quarter the Principal Sum |
| *Loss of movement of both upper and lower limbs on one side of body (Hemiplegia) | One-quarter the Principal Sum] |
| More than one of the above resulting from one accident | Principal Sum [or the sum of the Benefits payable for each Loss, whichever is less] |

Loss of a hand or foot means that it is completely cut off at or above the wrist or ankle joint.

Loss of an eye means that sight in the eye is completely lost and cannot be recovered or restored.

[*Loss of speech or hearing means that speech or hearing is lost entirely and the Loss cannot be recovered or restored. Hearing must be lost in both ears.

*Loss of movement of limbs means that movement is completely lost and is irreversible.]

[*Those losses and additional benefits preceded by an * are available only if the Schedule of Insurance indicates such Enhanced Accidental Death and Dismemberment Benefits apply.]

**[BENEFITS
Accidental Death, Dismemberment
and Loss of Sight Benefits**

**[*Seat Belt Benefit
[Insured Persons Only]**

This benefit is subject to all conditions and limitations of the Accidental Death, Dismemberment and Loss of Sight Benefit.

What conditions are necessary for a benefit to become payable?

If [you die/a Participant dies] from injuries sustained in a Motor Vehicle accident, a Seat Belt Benefit will be paid in addition to the Principal Sum. This benefit will be payable provided that:

- (1) the injury occurs while the individual is a passenger riding in or the licensed operator of a duly registered Motor Vehicle; and
- (2) the individual is wearing a Seat Belt at the time of the Accident, as verified on the police accident report.

What is the maximum benefit payable?

[The Seat Belt Benefit payable is [the lesser of]:

- [(1) \$1,000; or]
- [(2) an amount equal to [1-99% of] the Principal Sum].

Accident, for the purposes of this Seat Belt Benefit, means the unintentional collision of a Motor Vehicle.

Motor Vehicle means a four-wheeled, private passenger car, pickup truck, station wagon, van or jeep-type vehicle which is not being used a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

Seat Belt means a belt, lap restraint, or shoulder restraint installed by the manufacturer of the Motor Vehicle.]

[*Those losses and additional benefits preceded by an * are available only if the Schedule of Insurance indicates such Enhanced Accidental Death and Dismemberment Benefits apply.]

**[BENEFITS
Accidental Death, Dismemberment
and Loss of Sight Benefits**

**[*Education Benefit
Insured Persons Only**

This benefit is subject to all conditions and limitations of the Accidental Death, Dismemberment and Loss of Sight Benefit.

What conditions are necessary for Education Benefits to become payable?

If you die, then an Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to your spouse and to each of your Dependent Children who qualifies as a Student.

Who may qualify as a Student?

A Student, for the purpose of this Education Benefit, means a person who is your Dependent Child or spouse on the date of your death and who:

- (1) is post-high school student who attends a school for higher learning on a Full-time basis on the date of your death; or
- (2) became a Full-time, post-high school student in a school for higher learning within [365 days] after your death and was a student in the 12th grade on the date of your death.

The term "Full-time" student shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full-time student status by a method other than semester credit hours, National Guardian Life reserves the right to determine whether the student qualifies as Full-time.

No benefit is payable to any Dependent Child or spouse who has not furnished proof to us of his Student status.

What is the Education Benefit payable?

[The Education Benefit payable is [the lesser of]:

- (1) \$1,000; or
- (2) [1%] of your Principal Sum; or
- (3) the actual tuition expense for any one school year.]

[*Those losses and additional benefits preceded by an * are available only if the Schedule of Insurance indicates such Enhanced Accidental Death and Dismemberment Benefits apply.]

**[BENEFITS
Accidental Death, Dismemberment
and Loss of Sight Benefits**

**[*Education Benefit
Insured Persons Only**

National Guardian Life will not pay more than [one] Education Benefit per Student during any one school year.

If the Student is a minor, National Guardian Life will pay benefits to the Student's legal representative.

When will benefits terminate?

[The Education Benefit will no longer be payable on the first to occur of:

- (1) the date on which the fourth Education Benefit has been paid; or
- (2) the end of the [12th] consecutive month during which the Dependent Child has not furnished satisfactory proof to National Guardian Life that he is a Student.]

[What benefits are payable if no Dependent qualifies as a Student?

If no Dependent Child or spouse qualifies as a Student, then National Guardian Life will pay \$1,000 in accordance with your beneficiary designation.]

**[*Day Care Benefit
Insured Persons Only**

This benefit is subject to all conditions and limitations of the Accidental Death, Dismemberment and Loss of Sight Benefit.

What conditions are necessary for Day Care Benefits to become payable?

If you die and a benefit is payable under the Accidental Death, Dismemberment and Loss of Sight Benefit, then a Day Care Benefit is payable for each of your Dependent Children if:

- (1) such Dependent is less than age [7] at the time of your death; and
- (2) proof of such Dependent Child's enrollment in a Day Care Program is provided as described below.

[*Those losses and additional benefits preceded by an * are available only if the Schedule of Insurance indicates such Enhanced Accidental Death and Dismemberment Benefits apply.]

**[BENEFITS
Accidental Death, Dismemberment
and Loss of Sight Benefits**

**[*Day Care Benefit
[Insured Persons Only]**

For the purposes of this benefit, "Dependent Child" means your natural child, stepchild, legally adopted child or any other child related to you by blood or marriage who lives with you in a regular parent-child relationship, and who is primarily dependent upon you for financial support.

What is the maximum benefit payable?

The Day Care Benefit is [the lesser of]:

- [(1) \$500; or]
- [(2) 1% of your Principal Sum.]

[One] Day Care Benefit is payable each year, up to a maximum of [2] Day Care Benefit payments, for each Dependent Child who qualifies for Day Care Benefits. If both you and your spouse die in the same accident, then only one benefit is payable for each of your Dependent Children. We will base payment on the former employee's Principal Sum, if insured, or if not insured, the spouse's Principal Sum.

Payment will be made to the person who has primary responsibility for such Dependent Child's expenses.

What proof must be given?

Proof of a Dependent Child's enrollment in a Day Care Program may be in the form of, but will not be limited to, the following:

- (1) a copy of the Dependent Child's approved enrollment application in a Day Care Program; or
- (2) canceled check(s) which prove payment for a Day Care Program; or
- (3) a letter from the Day Program stating that the Dependent Child:
 - (a) is attending a Day Care Program; or
 - (b) has been enrolled in a Day Care Program and will be attending within [365] days of the date of your death.

Proof of enrollment must be sent to us prior to the last day of the [12th] month on or next following the date of your death.

[*Those losses and additional benefits preceded by an * are available only if the Schedule of Insurance indicates such Enhanced Accidental Death and Dismemberment Benefits apply.]

**[BENEFITS
Accidental Death, Dismemberment
and Loss of Sight Benefits**

**[*Day Care Benefit
[Insured Persons Only]**

Day Care Program means a program of child care which:

- (1) is operated in a private home, school or other facility; and
- (2) provides and charges a fee for the care of children; and
- (3) is licensed as a Day Care Center or is operated by a licensed Day Care Provider, if such licensing is required by the state or jurisdiction in which it is located; or
- (4) if licensing is not required, provides child care on a daily basis for 12 months a year.

A Day Care Program will not mean a program of child care which is provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, step-parent, grandparent, aunt, or uncle.

[What benefits are payable if no person is eligible for Day Care Benefits?

If no Dependent Child qualifies for Day Care Benefits, then National Guardian Life will pay [\$500] in accordance with your beneficiary designation.]

[*Those losses and additional benefits preceded by an * are available only if the Schedule of Insurance indicates such Enhanced Accidental Death and Dismemberment Benefits apply.]

PREMIUMS

How much does this insurance cost?

The initial premium rate to be charged for a Participant is shown on the Schedule of Insurance.

National Guardian Life has the right to change premium rates on any premium due date if:

- (1) written notice is delivered to the Participant's last address on record; and
- (2) the change is effective at least 31 days after the date of notice.

Premiums will change periodically based on the Participant's age, amount of coverage or necessity as determined by National Guardian Life.

Is there a grace period for payment of premium?

National Guardian Life will allow a Participant a [31] day grace period for the payment of all premiums after the first. During this [31] day period, coverage will stay in force. If the owed premium is not paid by the [31st] day, then coverage will automatically terminate.

If the Participant gives National Guardian Life written advance notice of an earlier cancellation date, then coverage will terminate on the earlier date, and any unearned premium will be refunded.

Premium is due for each day that coverage is in force.

GENERAL PROVISIONS

What information does a Participant need to give National Guardian Life?

The Participant will give National Guardian Life all information National Guardian Life needs regarding matters pertaining to his insurance. If the Participant gives National Guardian Life any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will:

- (1) be deprived of insurance to which he is otherwise entitled; or
- (2) have insurance to which he is not entitled,

because of any misstatement of fact by a Participant. Any required adjustment may be made in premiums or benefits.

When can this plan be contested?

Except for non-payment of premium, the insurance for a Participant cannot be contested after such insurance has been in effect for a period of 2 years.

No statement made by a Participant relating to his insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Participant's lifetime. In order to be used, the statement must be in writing and signed by the Participant.

Who interprets policy terms and conditions?

National Guardian Life has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

How does a Participant designate or change a beneficiary?

A Participant may designate or change a beneficiary by doing so in writing on a form satisfactory to National Guardian Life and submitting the form to National Guardian Life. After this written notice is received, the change will become effective as of the date the Participant signed and dated the form, even if he has since died. National Guardian Life will not be liable for any amounts paid before receiving notice of a beneficiary change. In no event may a beneficiary be changed by a Power of Attorney.

Who can change the provisions of insurance?

National Guardian Life may modify, amend or change the provisions, terms and conditions of this Booklet-certificate at any time with the consent of the Policyholder. Consent of the Participant or any other person referred to in this Booklet-certificate shall not be required to amend or change this Booklet-certificate.

Such changes in coverage will become effective on the date of such change.

GENERAL PROVISIONS

[Will a Participant's amount of insurance be reduced based on attainment of a specific age?

The in force Amount of Life Insurance [and Principal Sum] that applies to an Insured Person which occurs on:

- (1) the date he attains age [65]; and
- (2) the date he attains age [70],

will be reduced by [75%].

Reduced amounts of Life Insurance [and Principal Sum] will be rounded to the next higher multiple of \$500, if not already such a multiple.]

Can a Participant change his amount of insurance?

[No participant can increase his amount of insurance.]

[With satisfactory evidence of good health acceptable to National Guardian Life, a Participant may increase his insurance, not to exceed [the lesser of \$500,000 or two times the amount of coverage being terminated.]

A Participant may be able to reduce his amount of insurance. Reductions will become effective on the first day of the next appropriate billing cycle, provided your request for reduction is received within a sufficient amount of time in order for National Guardian Life to process your reduction coincident with your next bill.

If a Participant's percentage of insurance continued is [100%] or greater, he may elect to reduce his amount of insurance to [75% or 50%] of the original amount of insurance eligible for continuation.

If a Participant's percentage of insurance continued is [75%], he may elect to reduce his amount of insurance to [50%] of the original amount of insurance eligible for continuation.

A Participant cannot request to reduce his amount of insurance more than once during a calendar year.

If a Participant's percentage of insurance continued is [50%], he cannot reduce his amount of insurance any further.

[The reduced percentage you elect will apply to both life insurance and accidental death, dismemberment and loss of sight insurance.]

With respect to a Participant age [65] or older who requests a reduction in his amount of insurance, the reduced amount of insurance will be determined as follows:

- (1) Multiply the original amount of insurance previously eligible to be continued by the requested reduced percentage [(either 50% or 75%)]; then
- (2) apply the cutback due to age provision.

GENERAL PROVISIONS

In no event will a Participant's reduced amount of life insurance [and accidental death, dismemberment and loss of sight insurance] fall below [\$5,000], [unless a Dependent Child]. Please refer to the Schedule of Insurance for the percentage of insurance continued.

[Can a Participant request coverage for a currently uninsured Dependent Child or spouse?

Yes. For a spouse, you may request an amount in multiples of \$1,000 not to exceed [\$50,000]. For a dependent child, you may request an amount in multiples of \$1,000 not to exceed [the lesser of \$10,000 or the amount for which any other Dependent Child is currently insured]. You will be required to submit satisfactory evidence of each Dependent Child and spouse's good health acceptable to National Guardian Life. Coverage will become effective the date National Guardian Life approves such evidence.]

EXCLUSIONS

Are there any exclusions?

Yes. No benefit will be paid if death is due to suicide unless such suicide occurs after the Participant's insurance, [or any increase in insurance,] has been in force for 2 years under this Group Insurance Policy.

CLAIMS Life Insurance

Are special forms required to file a claim?

If a Participant dies, the beneficiary should obtain a claim form. The completed claim form and a certified copy of the Participant's death certificate should be sent to National Guardian Life. When the required claim papers are received and approved by National Guardian Life, the Amount of Life Insurance on his life will be paid.

CLAIMS
[Accidental Death, Dismemberment
and Loss of Sight Benefits

When should National Guardian Life be notified of a claim?

A claimant must give National Guardian Life written notice of a claim within 20 days after the loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

- (1) the claimant's name and address; and
- (2) the Group Insurance Policy number as shown on the Certificate of Insurance page.]

Are special forms required to file a claim?

When National Guardian Life receives a Notice of Claim, forms will be sent to the claimant for providing National Guardian Life with Proof of Loss. National Guardian Life will send these forms within 15 days after receiving a Notice of Claim. If National Guardian Life does not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of his claim.

When must Proof of Loss be given?

Written Proof of Loss must be sent to National Guardian Life within 90 days after the date of such loss. However, all claims must be submitted to National Guardian Life within 90 days of the date the Participant's insurance terminates.

If proof is not given by the time it is due, it will not affect the claim if:

- (1) it was not possible to give proof within the required time; and
- (2) proof is given as soon as possible, but no later than a year after it is due unless the claimant is not legally competent.

When and to whom will your claim be paid?

Claims payable for loss will be paid as soon as due written proof is received. If any payment is due at the end of a claim, it will be paid as soon as written Proof of Loss is received.

Any payments owing at your death may be paid to your estate. If any payment is owed to:

- (1) your estate;
- (2) a person who is a minor; or
- (3) a person who is not legally competent,

then National Guardian Life may pay up to \$1,000 to any of your relatives who is entitled to it in the opinion of National Guardian Life. Any such payment shall fulfill National Guardian Life responsibility for the amount paid.

Can National Guardian Life have a claimant examined or request an autopsy?

National Guardian Life reserves the right to examine any claimant and request an autopsy be performed, if not forbidden by law. Any such examinations will be as reasonably required by National Guardian Life and at National Guardian Life expense.

CLAIMS
[Accidental Death, Dismemberment
and Loss of Sight Benefits

What notification will be received if a claim is denied?

If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision. This written decision will:

- (1) give the specific reason(s) for the denial;
- (2) make specific reference to this plan's provisions upon which the denial is based;
- (3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- (4) provide an explanation of the review procedure.]

What recourse is available if a claim is denied?

On any denied claim, the claimant or his representative may appeal to National Guardian Life for a full and fair review.

The claimant may:

- (1) request a review upon written application within 60 days of receipt of claim denial;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.]

A request for an appeal will not be denied if not submitted within 60 days if it is not reasonably possible to make such request within 60 days. In this case, the request must be submitted as soon as reasonably possible thereafter.

A decision will be made by National Guardian Life no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no event more than 120 days after the request for review is received.

When can legal action be taken?

Legal action cannot be taken against National Guardian Life;

- (1) sooner than 60 days after Proof of Loss has been furnished; or
- (2) 3 years (5 years in Kansas and 6 years in South Carolina) after the time Proof of Loss is required to be furnished according to the terms of this Group Insurance Policy.

How does this plan affect Workers' Compensation coverage?

This plan does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Physician-patient Relationship

The Insured Person may choose any licensed physician. National Guardian Life shall not in any way disturb the physician-patient relationship.]

WHERE TO CALL OR WRITE FOR INFORMATION

Where can a Participant get additional information or forms?

A Participant may have questions or need additional information or forms regarding:

- (1) [increasing or] reducing insurance;
- (2) converting insurance;
- (3) adding a Dependent;
- (4) filing a claim;
- [(5) exercising the Accelerated Death Benefit provision;] or
- (6) coverage under this plan in general.

A Participant may write or call AlwaysCare Benefits, Inc. at:

AlwaysCare Benefits, Inc.
P.O. Box 98100
Baton Rouge, LA 70898-9100
1-888-729-5433, Ext. 2013

Comment [SLIC1]: It said to enter insurer information but as we are administering - should it be us?

SCHEDULE OF INSURANCE

PARTICIPANTS

Insured Persons:

| Name | Former Employee or Spouse, or Child | %age of Insurance Based on Former Life Plan | Amount of Basic Cost | | Amount of Supplemental Cost | | Principal Sum - AD&D | | Supplemental Principal Cost | | Total Cost | |
|-----------|-------------------------------------|---|----------------------|--------------------|-----------------------------|----------------|----------------------|---------------|-----------------------------|---------------|------------|-----------|
| | | | per Life Insurance | per Life Insurance | per AD&D | per Sum - AD&D | per Insurance | per Insurance | per Insurance | per Insurance | | |
| | | | [Quarter] | [Quarter] | [Quarter] | [Quarter] | [Quarter] | [Quarter] | [Quarter] | [Quarter] | [Quarter] | [Quarter] |
| [John Doe | Employee | 100% | \$50,000 | \$20 | \$50,000 | \$30 | \$50,000 | \$15 | \$50,000 | \$15 | \$80] | |
| [Joan Doe | Spouse | 100% | \$20,000 | \$18 | | \$20,000 | \$15 | | | \$33] | | |

Covered Dependent Children:

| | | | | | | | | | | | |
|-------------|-------|------|----------|------|--|--|--|--|--|-------|---------|
| [James Doe | Child | 100% | \$10,000 | \$15 | | | | | | \$15] | |
| [Janie Doe | Child | 100% | \$10,000 | \$15 | | | | | | \$15] | |
| Grand Total | | | | | | | | | | | [\$143] |

[* This amount will be reduced by [75%] when you reach age [65] and [70]. Coverage terminates at age [75].

The Accelerated Death Benefit appearing in this booklet-certificate:

does

does not

apply to Insured Persons [and Covered Dependent Children].

[The following Enhanced Accidental Death and Dismemberment Benefits appearing in this booklet-certificate apply to Insured Persons [and Covered Dependent Children]:

- Loss of Speech and Hearing yes no
- Plegia Benefits yes no
- Seat Belt yes no
- Education yes no
- Daycare yes no

Booklet Issued

[Insert client form #]

Endorsements Issued

[None]

Effective Date of Coverage

[Insert effective date of coverage]

[Initial] Total Premium

[\$143 per quarter]

SERFF Tracking Number: CLTR-126224831 State: Arkansas
 Filing Company: National Guardian Life Insurance Company State Tracking Number: 42984
 Company Tracking Number: PORTCERT
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium
 Product Name: Group Term Life
 Project Name/Number: Group Term Life/PORTCERT

Supporting Document Schedules

| | Item Status: | Status Date: |
|--|---------------------|---------------------|
| Satisfied - Item: Flesch Certification Comments: Attachment: Flesch Certification CERT (2).pdf | | |

| | Item Status: | Status Date: |
|---|---------------------|---------------------|
| Satisfied - Item: Application Comments: Attachment: Portability Election Form_2009-01.pdf | | |

| | Item Status: | Status Date: |
|---|---------------------|---------------------|
| Satisfied - Item: authority to file Comments: Attachment: LETTER OF AUTHORIZATION.pdf | | |

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY
P.O. Box 1191
Madison, WI 53701-1191**

FLESCH CERTIFICATION

This is to certify that the forms listed below satisfy the NAIC Model Bill standards of policy language simplification legislation

Form Title

Certificate

Form Number

PORTCERT

Flesch Score

51.2

Signature: Mathew J. Dew

Printed Name and Title: Mathew J. Dew, Vice-President & General Counsel

Date: July 17, 2009



FOR USE IN ALL STATES EXCEPT MINNESOTA, NEW YORK AND VERMONT

INSTRUCTIONS:

Employer: Complete Part A of the election form, make a copy for your records, and then give this form to the employee or employee's spouse whose coverage is terminating. **You must attach to this form the most current copy of the employee's enrollment form.** The amount of insurance you identify in Part A must match the amount of insurance elected on the enrollment form. If the amounts are not the same, please attach an explanation.

Applicant: If you wish to continue the group life insurance you had with the employer, please complete Part B of the election form, make a copy for your records and return the completed form and premium **within 31 days of termination of group coverage** to:

**AlwaysCare Benefits, Inc.
P.O. Box 2993
Hartford, CT 06104-2993
Telephone Number: 1-866-561-2690
Fax Number: 1-860-843-4716**

IMPORTANT NOTE: You may want to take the following information into consideration when deciding whether to elect for portability of coverage. Coverage under the group portability policy reduces and terminates upon reaching certain ages. If a dependent child or student, coverage terminates when the child or student reaches the limiting ages of 19 or 25 respectively. If not a dependent child or student, coverage reduces to 25% when reaching age 65. For example, \$40,000 of coverage will be reduced to \$10,000 when reaching age 65. Additionally, coverage terminates when reaching age 75. If you are age 65 or older when electing portability, your coverage will be immediately reduced to 25% or the amount that is eligible for portability. Conversion is available upon termination of coverage.



PART A (to be completed by Employer)

| | |
|-------------------|---------------------|
| Policyholder Name | Group Policy Number |
| | |

Check coverages to which portability is available:

- | | |
|--|---|
| <input type="checkbox"/> Basic Employee Life | <input type="checkbox"/> Basic Dependent Life |
| <input type="checkbox"/> Voluntary Employee Life | <input type="checkbox"/> Voluntary Dependent Life |

Coverage is terminating for:

| Name | Employee, Spouse or Child | Termination Date Of Coverage | Amount of In force Basic Life Insurance | Cost per Quarter | Amount of In force Voluntary Life Insurance | Cost per Quarter | Total Cost Per Quarter |
|------|---------------------------|------------------------------|---|------------------|---|------------------|------------------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| | | | | | | | Grand Total: |

Identify last day the employee was actively at work as an active full-time employee: _____

Reason for termination of coverage:

- Termination of Employment
 Employee no longer in an eligible class
 Death of the Employee
 Employee no longer eligible for dependent coverage
 Dependent ceases to be an eligible dependent
 Other _____ (May not be eligible to continue coverage)

NOTE: A person is not eligible to continue group life insurance if he has reached his Defined Retirement Age under the 1983 amendments to the United States Social Security Act. Defined Retirement Ages under the 1983 amendments are as follows:

| <u>Year Employee becomes 62</u> | <u>Defined Retirement Age</u> |
|---------------------------------|-------------------------------|
| Thru 1999 | 65 |
| 2001 | 65 + 2 months |
| 2002 | 65 + 4 months |
| 2003 | 65 + 6 months |
| 2004 | 65 + 8 months |
| 2005-2016 | 65 + 10 months |
| 2017 | 66 |
| 2018 | 66 + 2 months |
| 2019 | 66 + 4 months |
| 2020 | 66 + 6 months |
| 2021 | 66 + 8 months |
| 2000 | 66 + 10 months |
| 2022 + | 67 |



Accelerated Death Benefit:

- Is not included in the terminating person's life insurance plan; or
- Is included in the terminating person's life insurance plan.

I understand that any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty (or may be guilty for residents of Oregon) of insurance fraud.

For residents of Pennsylvania, I understand that any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, any information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

I have attached a copy of the employee's most current enrollment form to this election form, including if necessary, an explanation if the amount of in force insurance identified on this form is not the same as the amount indicated on the individual group enrollment form.

Policyholder/Employer's Signature _____ Date _____

Title _____ Telephone Number (Including Area Code) _____



PART B (to be completed by applicant)

INSTRUCTIONS: Each person electing to continue coverage must elect to continue either 100%, 75% or 50% of the amount of insurance for which he was insured under the employer's plan as shown in PART A, rounded to the next higher \$1,000 if not already a multiple thereof. In no event may an employee's total amount of life insurance exceed \$250,000, or a spouse's total amount of life insurance exceed \$50,000, or a child's total amount of life insurance exceed \$10,000. No person's total amount of life insurance may be less than \$5,000 unless a dependent child.

Premium must be remitted with this election form. The premium required for each eligible person is shown in Part A. If 75% or 50% of insurance is desired, the premium should be prorated accordingly by multiplying by .75 or .5 respectively. Please make your check or money order payable to NGL. Do not send cash.

List all persons shown in PART A who are applying for coverage. In order for a dependent child to continue coverage, the former employee or employee's dependent spouse must elect continuation.

| Name | Date of Birth | Social Security Number | Percentage of Insurance 50, 75, 200 | Amount of Basic Life Insurance | Cost per Quarter | Amount of Voluntary Life Insurance | Cost per Quarter | Total Cost Per Quarter |
|------|---------------|------------------------|--|--------------------------------|------------------|------------------------------------|------------------|------------------------|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| | | | | | | | Grand Total: | |

Is any applicant converting any portion of coverage which terminated? ___yes ___no
 If yes, answer the following questions:

| Who? | Basic or Voluntary Life Insurance? | Amount being converted? |
|------|------------------------------------|-------------------------|
| 1. | | |
| 2. | | |
| 3. | | |

BENEFICIARY DESIGNATIONS:

Your prior group beneficiary designations do not apply to this coverage. You must identify the designated beneficiaries for all persons applying for coverage, except dependent children. The beneficiary for dependent children will automatically be the employee, if continuing coverage, or if the employee is not continuing coverage, the spouse.

It is important that your beneficiary designations be clearly understood. NGL will consider all named beneficiaries to share equally in the proceeds unless you specify otherwise. To allocate a specific amount to a particular beneficiary, state the percentage, or share, next to that person's name. For example: Bob Jones, brother, 50% and Sally Jones, sister, 50%.

You may also designate beneficiaries to be "primary" and "contingent". **Primary** beneficiaries are the persons who will receive the proceeds upon your death. **Contingent** beneficiaries are the persons who will receive the proceeds if the primary beneficiaries predecease you. If you designate primary and contingent beneficiaries, be sure to identify who is primary and who is contingent.

If your beneficiary is a trust, clearly indicate the name of the trust, and trustee if known, as well as the date the trust was established.

If you need assistance, contact your own legal counsel.



| Name | Beneficiary(ies) | Social Security No. | Relationship | Age if a Minor | Share | Primary or Contingent |
|------------------------|----------------------------|---------------------|------------------|----------------|--------------|-----------------------|
| EXAMPLE James Smith | Sally Smith Susie Smith | | Wife Daughter | 10 | 100% 100% | Primary Contingent |
| 1. | | | | | | |
| 2. | | | | | | |

Name, Address and Telephone Number of the person to whom coverage information should be sent:

Name:

Address:

Telephone Number:

I request to have coverage provided under this policy. I have read this form and agree that all statements and answers are true and complete.

I understand that if any information stated in this form is incorrect, coverage may be rescinded and NGL has no obligation to return any premium paid; except that for residents of New Hampshire, premium must be refunded. I understand that any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty (or may be guilty for residents of Oregon) of insurance fraud.

For residents of Pennsylvania, I understand that any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, any information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

I understand that no coverage will become effective until the election form and premium amount has been approved and premiums have been received by NGL.

Applicant's Signature _____

Date _____



NGL Insurance Group

*Mathew J. Dew
Vice President & General Counsel
(800) 626-7931, ext 5253
FAX (608) 443-5153
mj dew@nglic.com*

DATE: June 22, 2009

TO: State Insurance Departments

RE: Policy Filings – Group Life and Disability Insurance Policy

To Whom It May Concern:

National Guardian Life Insurance Company has engaged the services of Coulter & Associates to assist with its form filings. I hereby authorize Coulter & Associates, to represent National Guardian Life Insurance Company in regard to its Life and Disability filings in your state and correspond on our behalf.

Very truly ours

Mathew J. Dew
Vice President and General Counsel

MJD/c