

SERFF Tracking Number: FDLR-126869182 State: Arkansas  
Filing Company: Fidelity Life Association, A Legal Reserve Life Insurance Company State Tracking Number: 47109  
Company Tracking Number:  
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
Product Name: MO Out of State  
Project Name/Number: /

## Filing at a Glance

Company: Fidelity Life Association, A Legal Reserve Life Insurance Company

Product Name: MO Out of State

SERFF Tr Num: FDLR-126869182 State: Arkansas

TOI: L04G Group Life - Term

SERFF Status: Closed-Approved-Closed State Tr Num: 47109

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

Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Barbara Mooney

Disposition Date: 10/26/2010

Date Submitted: 10/22/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Informational

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

Filing Status Changed: 10/26/2010

Explanation for Other Group Market Type:

State Status Changed: 10/26/2010

Deemer Date:

Created By: Barbara Mooney

Submitted By: Barbara Mooney

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to notify you of the intent to offer Missouri contracts to residents of your state who are members of an employer group domiciled in Missouri.

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: FDLR-126869182 State: Arkansas  
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 Product Name: MO Out of State

Project Name/Number: /  
 Ciaran Brady, Vice President - Operations Ciaran.Brady@FLA-Life.com  
 1211 W 22nd St, Suite 209 630-522-0392 [Phone]  
 Oak Brook, IL 60523 630-522-0397 [FAX]

**Filing Company Information**

Fidelity Life Association, A Legal Reserve Life Insurance Company CoCode: 63290 State of Domicile: Illinois  
 1211 W 22nd St. Group Code: 3413 Company Type: Life  
 Suite 209 Group Name: State ID Number:  
 Oak Brook, IL 60523 FEIN Number: 36-1068685  
 (630) 522-0392 ext. [Phone]

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? Yes  
 Fee Explanation: 3 forms at \$50 each  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity Life Association, A Legal Reserve Life Insurance Company	\$150.00	10/22/2010	41042820

SERFF Tracking Number: FDLR-126869182 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/26/2010	10/26/2010

*SERFF Tracking Number:* FDLR-126869182 *State:* Arkansas  
*Filing Company:* Fidelity Life Association, A Legal Reserve Life *State Tracking Number:* 47109  
*Insurance Company*  
*Company Tracking Number:*  
*TOI:* L04G Group Life - Term *Sub-TOI:* L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
*Product Name:* MO Out of State  
*Project Name/Number:* /

## **Disposition**

Disposition Date: 10/26/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FDLR-126869182 State: Arkansas  
 Filing Company: Fidelity Life Association, A Legal Reserve Life Insurance Company State Tracking Number: 47109  
 Company Tracking Number:  
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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	Filing Auth		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Cert of Compliance		Yes
Form	Lifetime Benefit Term Group Insurance Policy		Yes
Form	Lifetime Benefit Term Certificate of Coverage		Yes
Form	Optional Accelerated Death Benefit for Long Term Care and Terminal Illness		Yes

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## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	WP300	Policy/Cont	Lifetime Benefit Term Initial				Group Policy WP300-MO pgs.pdf
	WC300	Certificate	Lifetime Benefit Term Initial Certificate of Coverage				LBT Certificate WC300-MO pgs.pdf
	W3007CM O	Certificate	Optional Accelerated Initial Amendmen Death Benefit for t, Insert Long Term Care and Page, Terminal Illness Endorseme nt or Rider				LTC-TI combo benefit W3007C-MO.pdf

**LIFETIME BENEFIT TERM INSURANCE GROUP POLICY**  
**(“The Policy”)**

Fidelity Life Association (herein called “We”, “Our” or “Us”) agrees to pay the benefits in accordance with all the terms and conditions of The Policy. The Policy is issued in consideration of the Policyholder’s application and the payment of premiums when due.

The Policy is effective as of the date shown below. It will remain in effect for 12 consecutive months. After the first 12 months, The Policy will automatically renew from year to year, subject to The Policy’s Termination provision.

**Policyholder:** [Employer/Association Name]  
**Policy Number:** [123XYZ]  
**Policy Effective Date:** [March 1, 2006]  
**State of Issue:** [Delaware]

The Policy is issued in the State of Issue shown above and will be governed by its laws.

The Policy provides to covered Persons:

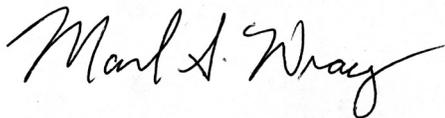
- An Initial Guaranteed Death Benefit until the later of 25 years after the Coverage Effective Date or age 70. After this initial period, a Reduced Guaranteed Death Benefit of 50% of the Initial Guaranteed Death Benefit is provided until age 121.
- Guaranteed Paid Up Term Benefits upon termination of premium payments after premiums have been paid for 5 full Coverage years.
- Non-guaranteed Paid Up Term Benefits that increase the Guaranteed Paid Up Term Benefit upon termination of premium payments after premiums have been paid for 5 full Coverage years
- After the Initial Guaranteed Death Benefit Period, non-guaranteed One Year Term Insurance which may increase the Reduced Guaranteed Death Benefit up to the Initial Guaranteed Death Benefit.
- Level Guaranteed Premiums payable to age 100.
- The Policy is non-participating and provides no cash surrender values.

The Policy replaces any prior one given to The Policyholder by Us.

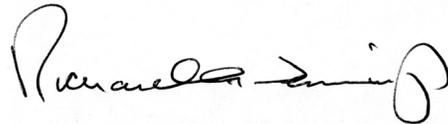
**READ THE POLICY CAREFULLY**

**Right to Examine Policy:** We want the Policyholder to be satisfied with the Coverage under The Policy. Policyholder may, within 30 days after the Policy is delivered, return the Policy to our Administrative Office or an agent of Ours and will receive a full refund of any premiums that have been paid. Once returned, the Policy will be void from its beginning.

**FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY**



*Secretary*



*President*

Fidelity Life Association, A Legal Reserve Life Insurance Company

**Home Office**

1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523

**Administrative Office**

Fidelity Life Association  
17 Church Street, Keene, NH 03431  
1-877-352-3303

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Any Optional Riders and Endorsements follow Page 14

## THE POLICY INSURANCE SCHEDULE

### [Eligibility to Participate in the Insurance Program

In order for the Employee or his/her Spouse to participate in the Insurance Program, the Employee must meet the following requirements:

- ⇒ Must be actively at work performing the regular duties of their job in the usual manner and at the usual place of employment at the time of enrollment.
- ⇒ Must have completed at least [3] months of employment as of the application date

### Definition of Spouse:

To qualify as the Employee's Spouse, he/she must be legally married to the Employee as determined by the laws of the State of Issue.

He/she does not qualify as a Spouse, if he/she is individually eligible as an Employee under The Policy.

### Conditional Guaranteed Issue Eligibility

**Employee** must meet the following requirements for Conditional Guaranteed Issue:

- ⇒ Employee must be at least age 16 but not older than age 70 as of the Coverage Date.
- ⇒ Must not have been eligible for the Insurance Program in a prior enrollment.
- ⇒ Employee must not have missed more than a total of 5 full days of active work due to an illness or injury in the past 3 months, as of the Enrollment Form date.
- ⇒ Employee must not have been hospitalized in the past 6 months, as of the Enrollment Form date.
- ⇒ Employee must not, within the last 10 years, been diagnosed as having or been treated by a physician for HIV infection, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).

**Spouse** must meet the following requirements for Conditional Guaranteed Issue:

- ⇒ Spouse must be at least age 16 but not older than age 65 as of the Coverage date.
- ⇒ Spouse must not have been eligible for the Insurance Program in a prior enrollment.
- ⇒ Spouse must not have been hospitalized in the past 6 months, as of the Enrollment Form date.
- ⇒ Spouse must not have been treated by a licensed physician or other medical practitioner within the past 6 months, as of the Enrollment Form date.
- ⇒ Spouse must not, within the last 10 years, been diagnosed as having or been treated by a physician for HIV infection, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).

### Conditional Issue Face Amount Limits

Employee Maximum Face Amount*	Spouse Maximum Face Amount*
\$25,000	50% of Member Face Amount

\*Subject to a minimum face amount of \$5,000

### Simplified Issue Eligibility

**Employee** must meet the following requirements for Simplified Issue:

- ⇒ Employee must be at least age 16 but not older than age 70 as of the Coverage date.
- ⇒ Employee must satisfactorily answer the required health questions on Section 7, Section 9, and Section 10 of the Enrollment Form and provide us with evidence of insurability, if required by Us..

**THE POLICY INSURANCE SCHEDULE continued**

**Spouse** must meet the following requirements for Simplified Issue:

- ⇒ Spouse must be at least age 16 but not older than age 65 as of the Coverage date.
- ⇒ Spouse must satisfactorily answer the required health questions on Section 7, Section 9, and Section 10 of the Enrollment Form and provide us with evidence of insurability, if required by Us..

**Simplified Issue Face Amount Limits**

<b>Employee Maximum Face Amount*</b>	<b>Spouse Maximum Face Amount*</b>
\$50,000	50% of Member Face Amount

\*Subject to a minimum face amount of \$5,000

**Policy and Optional Benefits**

The Policy provides for a Lifetime Benefit Term Plan

The Policy provides for the following Optional Benefits, available through Riders to The Policy:

1. Accidental Death Optional Benefit
2. Waiver of Premium Optional Benefit

Any or all of the Optional Benefits may be declined.

Minimum Participation Requirement

25 Eligible Persons]

**Policyholder Application**  
Will be inserted on this page

## DEFINITIONS

**Age** is equal to the Issue Age, of the Insured, on the Coverage Date. The age increases by one year on each Coverage anniversary date.

**Beneficiary** is the person, persons or entity designated, by the Certificate Holder, to receive the Death Benefit provided under The Policy.

**Certificate or Certificate of Coverage** means a document that describes the terms of the insurance made available to the eligible [employee/member]s of the Policyholder [and their eligible family members]. It provides evidence of the Coverage provided to the Insured under The Policy. The Certificate is not an insurance contract.

**Certificate Holder** refers to the person who is allowed to exercise the rights given by The Policy and allowed by Us. The Certificate Holder may be someone other than the Insured. The Certificate Holder is shown in the Certificate Schedule.

**Coverage** means the insurance provided to the Insured under The Policy.

**Coverage Date** is the date on which an Insured's Coverage under The Policy begins. This is the date from which Coverage anniversaries, years, months and premium due dates are determined. The Coverage Date is shown in the Certificate Schedule.

**Coverage Year** is the period from the Coverage Date to the first Coverage anniversary or from one Coverage anniversary to the next. A Coverage Year does not include the Coverage anniversary at the end of the Coverage year.

**Date of Issue** of a Certificate of Coverage is used to determine the start of the suicide and contestability periods. The Date of Issue is shown in the Certificate Schedule.

**Death Benefit** is the amount payable to the Beneficiary. The Death Benefit calculations are explained on pages 7 and 8.

**Deferred Paid Up Term Death Benefit** is paid up term insurance purchased with Non-Guaranteed Credits that are payable upon termination of premium payments after premium payments have been paid through the Vesting Period.

**Eligible Person** means an [employee/member]s of the Policyholder and [their eligible spouses, parents and Insured dependent children] who meet the eligibility requirements.

**Evidence of Insurability** is statement of the Eligible Person's medical history that, when applicable, We may use to determine if the Eligible Person is approved for Coverage.

**Expiry Date** is the date when coverage and benefits expire without value. The Expiry Date is shown in the Certificate Schedule.

**Face Amount** is the amount of insurance on which premium calculations are made. The Face Amount is shown in the Certificate Schedule.

**Initial Guaranteed Death Benefit** means the Guaranteed Death Benefit provided during the Initial Guaranteed Death Benefit Period. It is shown on the Certificate Schedule.

**Initial Guaranteed Death Benefit Period** is the initial period where a level guaranteed death benefit equal to the Face Amount is provided so long as premiums are paid when due. The Initial Guaranteed Death Benefit Period for the Insured is shown in the Certificate Schedule.

**Insured** is the person whose life is insured under The Policy. The Insured is shown in the Certificate Schedule.

**Irrevocable Beneficiary** is a beneficiary whose consent is needed to change that Beneficiary. Also, an Irrevocable Beneficiary must consent to the exercise of certain rights under The Policy. See Certificate Holder's Rights for exceptions. Any beneficiary may be named an Irrevocable Beneficiary.

**Issue Age** means the Insured's age last birthday on the Coverage date. The Insured's Issue Age is shown on the Certificate Schedule.

**Lapse** means the Coverage has terminated or been placed on paid up term insurance because a premium was not paid when due.

**Non-guaranteed Credits** may be credited on each Certificate Anniversary based upon current interest and mortality rates, declared in advance by the company that are more favorable than the guaranteed rates. Credits are used to purchase additional deferred paid up term insurance.

**Optional Benefit** means those additional benefits that are made available under The Policy. All Optional Benefits available are attached to The Policy as Riders. Optional benefits that are elected for Coverage by the Certificate Holder or Policyholder will be evidenced by an attachment to the Certificate of Coverage.

**The Policy** means the group contract whose provisions govern the insurance provided to the eligible [employee/member]s of the Policyholder [and their eligible family members].

**Policyholder** is the entity through which we make this insurance available to eligible [employees/members] [and their eligible family members]. The Policyholder is shown on page 1.

**Reduced Guaranteed Death Benefit** means the Guaranteed Death Benefit provided after the Initial Guaranteed Death Benefit Period. It is shown on the Certificate Schedule.

**Rider** is an amendment to The Policy and may include Optional Benefits. All riders elected by the Policyholder are attached to The Policy. No Coverage is available under the Rider unless elected by the Certificate Holder and attached as an Optional Benefit to the Certificate.

**Vesting Period** – Is the number of years that premiums must be paid by the Certificate Holder, before paid-up term insurance becomes available in the event of discontinuation of premium payments. The Vesting Period is shown in the Certificate Schedule.

**We, Our, or Us** refer to Fidelity Life Association, a Legal Reserve Life Insurance Company.

## PREMIUMS

### Annual Premium

The annual premium rates for Coverage under The Policy are guaranteed and payable to the age shown on the Certificate Schedule. The annual premium for each Insured under The Policy is shown in the Schedule of the Certificate given to each Certificate Holder.

### Payment of Premiums

The Policyholder must pay to Us the sum of all premiums collected and due for each Insured covered under The Policy. Premiums are payable annually in advance to the age shown on the Certificate Schedule. Other modes of payment are available at Our discretion. Payments made more frequently than on an annual mode may be subject to additional premium loads. The first premium is due on the Coverage Date. Each premium is payable at Our Administrative Office. Upon request, We will provide a written receipt. Each subsequent premium is due when the period covered by the preceding premium ends.

### Grace Period

After the first premium has been paid for the Coverage on an Insured, We allow a 31 day grace period to pay each subsequent premium. During this grace period the Coverage remains in full force. If the Insured dies during the grace period, We will deduct the unpaid premium from the benefits of the Insured's Coverage.

### Reinstatement

Coverage under The Policy may be reinstated, while the Insured is alive, at any time within five years after the date of Lapse subject to Our acceptance of a Certificate Holder's application for reinstatement. However, the Coverage cannot be reinstated on or after the Expiry Date.

If the premium due is paid within 60 days of the due date (within 29 days after the end of the Grace Period) and during the Insured's lifetime, the Coverage will be reinstated without Evidence of Insurability.

If the premium due is not paid within 60 days of the due date (within 29 days after the end of the Grace Period) Reinstatement will be subject to Evidence of Insurability satisfactory to Us. All overdue premiums must be paid with interest

compounded annually at 6% from their due dates to the date of reinstatement.  
Page 8MO

### **Non-Payment of Premium Options**

If the premium due is not paid by the end of the Grace Period, the Coverage will lapse. If the Coverage lapses and premiums have not been paid for at least 5 full Coverage years it will terminate without value. If the Coverage lapses and premiums have been paid for at least 5 full Coverage years it will lapse with paid up term insurance Coverage equal to the sum of the Guaranteed and Deferred Paid Up Term insurance as described in the Death Benefit provision.

## **THE DEATH BENEFIT**

Death Benefits available to an Insured are determined in accordance with the Death Benefit provision of The Policy. The Guaranteed Death Benefit, Deferred Paid Up Term Death Benefits and One Year Term Insurance for a given Insured vary according to Issue Age, Mortality Table, Rate Class, Premium and Non-Guaranteed Credits described in The Policy. Given the variability of these factors, the Guaranteed Death Benefit, Deferred Paid Up Term Death Benefits and One Year Term Insurance for a given Insured are only illustrated in the Certificate Schedule and Illustration issued to the Certificate Holder. The following provisions govern the calculation of the Death Benefit:

### **Guaranteed Death Benefit**

While premiums are being paid, the Policy provides for an initial level Guaranteed Death Benefit during the Initial Guaranteed Death Benefit Period. After the Initial Guaranteed Death Benefit Period, the Guaranteed Death Benefit equals the Reduced Guaranteed Death Benefit. The guaranteed death benefits and death benefit periods are shown on the Certificate Schedule.

The Guaranteed Death Benefit is equal to the sum of the Guaranteed Paid Up Term Death Benefit and the Decreasing Term Death Benefit. The Guaranteed Death Benefit Coverage terminates without value at the Expiry Date shown in the Certificate Schedule.

### **Guaranteed Paid Up Term Death Benefit**

The Guaranteed Paid Up Term Death Benefit is equal to the accumulated amount of paid up term insurance purchased by a level portion of the Coverage annual premium. This premium is shown on the Certificate Schedule. During the Vesting Period, the premium loads shown in the Certificate Schedule reduce this level portion of the premium. The table of Guaranteed Paid Up Term Death Benefits is shown in the Certificate Schedule.

If the Coverage lapses because of unpaid premiums due during the Vesting Period, the Coverage will terminate with no value. If the Coverage lapses because of unpaid premiums due after the Vesting Period, accumulated paid up term insurance Coverage will remain in force until the Expiry Date.

### **Decreasing Term Death Benefit**

The Decreasing Term Death Benefit is equal to the Guaranteed Death Benefit minus the Guaranteed Paid Up Term Death Benefit. The Decreasing Term Death Benefit terminates when premiums are no longer being paid.

### **Deferred Paid Up Term Death Benefit**

We may purchase a non-guaranteed Deferred Paid Up Term Death Benefit on each Coverage Anniversary while the Coverage is premium paying. A Deferred Paid Up Term Death Benefit will not provide an increase in the death benefit while the Coverage is premium paying except as noted in the One Year Term Death Benefit provision. It will increase the paid-up death benefit available upon termination of premium payments, provided that premium payments are paid through the Vesting Period shown in the Certificate Schedule. The company will declare Non-guaranteed Credits in advance of each Coverage Year that will be used to purchase the Deferred Paid Up Term Death Benefit.

### **Non-guaranteed Credits**

Credits are based upon interest and mortality more favorable than that guaranteed by The Policy. The total credit on each anniversary is equal to the sum of the Mortality, Survivor and the Excess Interest Credits. These Credits may not be less than zero.

The Mortality Credit is equal to i times ii times iii divided by iv:

- i. The Guaranteed Death Benefit.
- ii. The guaranteed mortality rate minus the current mortality rate.
- iii. One plus the current interest rate raised to the one half power.
- iv. One minus the current mortality rate.

The Survivor Credit is equal to i times ii times iii divided by iv:

- i. The Deferred Paid Up Term Death Benefit on the prior anniversary.
- ii. The current mortality rate.
- iii. One plus the current interest rate raised to the one half power.
- iv. One minus the current mortality rate.

The Excess Interest Credit is equal to i times ii times iii:

- i. The sum of the Guaranteed and non-guaranteed Deferred Paid Up Term Death Benefit on the prior anniversary.
- ii. The current interest rate minus the guaranteed interest rate.
- iii. The net single premium rate for paid up term insurance.

The Guaranteed Death Benefit, current mortality rate, net single premium rate and interest rate for calculating the above Credits are determined as of the prior anniversary and are based upon rates declared in advance of the Coverage Year. Current rates are based upon Our future expectations of mortality and interest and are not calculated to recover past losses or distribute past profits. If We change current rates on in force Coverage under The Policy, the changes will be made uniformly for all insureds for a given Age, Mortality Table and Rate Class as shown in the Certificate Schedule and We will send the Certificate Holder a Notice on the Coverage Anniversary Date on or following the date of the change in rates.

The additional Deferred Paid Up Term Death Benefit as of the current anniversary is equal to the amount of Deferred Paid Up Term Death Benefit on the prior anniversary plus the sum of the total Credits divided by the net single premium rate for paid-up term insurance on the current anniversary.

Once earned, the Deferred Paid Up Term Death Benefit is guaranteed and will not decrease except in years where it is used to purchase One Year Term insurance.

### **One Year Term Insurance**

After the Initial Guaranteed Death Benefit Period, a portion of the value of the non-guaranteed Deferred Paid Up Term Death Benefit will be used on each anniversary to purchase One Year Term Insurance equal to the reduction in the Guaranteed Death Benefit. If there is not enough value to purchase One Year Term Insurance equal to the reduction in the Guaranteed Death Benefit then as much One Year Term Insurance as the value will allow will be purchased.

The One Year Term Insurance premium is equal to i divided by ii:

- i. Current mortality rate
- ii. One plus the current interest rate raised to the one half power,

Where the current mortality rate and interest rate is determined as of the current anniversary.

The amount of Deferred Paid Up Term Death Benefit will be reduced by the amount needed to pay the One Year Term Insurance Premium based upon the net single premium rate for paid up term insurance.

### **Early Fully Paid Up Coverage**

If the sum of the Guaranteed and Deferred Paid Up Term Death Benefit is greater than or equal to the Initial Guaranteed Death Benefit prior to age 100, the Coverage will become paid up for an amount equal to the sum. No further premium payments will be due.

### **Death Benefit Calculations**

In any Coverage Year, the amount payable upon death of the Insured will be:

- a. Guaranteed Death Benefit in effect, in that year, on the Insured's life, if the Coverage is premium paying; or
- b. Sum of Guaranteed and non-guaranteed paid up term insurance, in that year, in effect on the Insured's life, if the Coverage is paid up or has lapsed with paid up term insurance value; plus
- c. One Year Term Insurance, if any; plus
- d. the premium paid beyond the date of death; plus

- e. interest, not less than required by law, from the date proof of death is received by Us to the date the claim is paid; minus
- f. any unpaid premium due and unpaid at the date of death.

**Payment of Proceeds – Settlement of the death benefit shall be made by payment in one sum.**

The proceeds are subject to any adjustments provided in the Misstatement of Age or Gender, Incontestability and Suicide provisions.

**Death of Beneficiary**

If any beneficiary predeceases the Insured, the portion of the proceeds that would have gone to that beneficiary shall be paid to the Insured's Estate.

**Multiple Beneficiaries**

If there is more than one beneficiary, proceeds shall be divided equally among the beneficiaries unless the beneficiary designation specifies the amount to be paid to each beneficiary.

**Facility of Payment**

We may pay all or part of the death benefit to any person who paid any expense in connection with the Insured's last illness or death. That person must give us a copy of the receipt describing the expense and the amount paid for such expense. Reimbursement will not exceed \$1,000. The death benefit will be reduced by any payment made under this provision.

## **COVERAGE VALUES**

**Basis of Values**

All paid up term insurance amounts, present values and net single premiums for The Policy are based on the Mortality Table and interest rate shown on the Certificate Schedule. Calculations take into account that premiums are paid annually and that death benefits are payable uniformly throughout the Coverage Year. Any additional benefits provided by Optional Benefits shall be excluded from these calculations.

**Certificate Schedule of Guaranteed Values**

The Certificate Schedule of Guaranteed Values shows the guaranteed values at the beginning of the Coverage year on the assumption that premiums have been fully paid in cash for the completed years stated.

If premiums for this Coverage are paid other than annually, adjustments will be made in calculating guaranteed paid up term insurance values for that portion of the Coverage Year for which premiums were actually paid.

Guaranteed paid up term insurance values for the end of any Coverage Year not shown in the table will be furnished upon written request to the Administrative Office.

## **POLICY CHANGES AND TERMINATION**

**Change in The Policy**

No change in The Policy will be made unless Our officer approves it in writing. Any approved change will be added to The Policy in writing.

The Policy will automatically comply with any State or Federal law as of the mandated effective date of the law, even if We have not notified the Policyholder of the change or The Policy has not been amended.

**Effective Date of Changes**

Unless we and the Policyholder agree otherwise in writing, the effective date of any change in benefits will be the first day of the Coverage month that next follows the date we send notice to the Certificate Holder of the change in benefits.

### **Termination of The Policy**

The Policy, together with all Riders and Optional Benefits, will terminate at the earliest of the following events:

1. If any premium payable by the Policyholder is not paid within the grace period, The Policy will terminate the day after the [31] day grace period;
2. If the Policyholder submits a [60 day] advance notice to Us to terminate The Policy, The Policy, together with all Riders and Optional Benefits, will terminate on the date specified in such request;
3. If We give the Policyholder a [60 day] advance written notice that we intend to terminate The Policy, The Policy will terminate on the day specified in such notice;
4. If the Policyholder fails to comply with any of the terms of The Policy, or fails to fulfill any obligations under or pertaining to this insurance, or fails to comply with or cooperate with us in satisfying the requirements of any applicable law or regulation pertaining to this insurance, The Policy, together with all Riders and Optional Benefits, will terminate on the [32<sup>nd</sup> day] after we have given the Policyholder notice of Our intent to terminate; or
5. If the number of [members/employees] who become insured under The Policy during any 12 month period does not meet the Minimum Participation Requirement shown in The Policy Insurance Schedule, The Policy, together with all Riders and Optional Benefits, will terminate on the [32<sup>nd</sup> day] after we have given the Policyholder written notice of Our intent to terminate.

### **Termination of Coverage on an Insured**

Coverage on an Insured will terminate:

1. If any premium payable by the Certificate Holder is not paid within the grace period, The Coverage will terminate the day after the [31] day grace period;
2. On the date the Certificate Holder surrenders his/her Coverage;
3. On the date the Insured dies;
4. When the Insured reaches age 121; or
5. On the date The Policy terminates subject to the continuation of Coverage provision.

## **POLICY PROVISIONS**

### **Entire Policy**

The entire Policy between the parties consists of:

- a. The Policy;
- b. Any Riders or endorsements;
- c. Any Policy Schedules;
- d. The Policyholders application; and
- e. The enrollment form for each Insured.

### **Statements Are Not Warranties**

Any statement made by the Policyholder, a Certificate Holder or an Insured will be deemed to be a representation and not a warranty. No statement will be used in any contest unless a copy of the signed statement has been furnished to the Policyholder, the Certificate Holder, the Insured or to the Insured's Beneficiary.

### **Incontestability**

Except for failure to pay premiums, We will not contest the validity of an Insured's Coverage under The Policy after it has been in force during the Insured's lifetime for 2 years:

- a. from the Coverage Date of Issue; or
- b. from the effective date of the last reinstatement, if any.

### **Certificates**

We will give each Certificate Holder a Certificate of Coverage as evidence of insurance under The Policy. The Certificate will provide a summary of:

- a. Coverage amount, optional benefits included with the Coverage and other scheduled information;
- b. Termination of Coverage rules;

- c. Plan exclusions and limitations; and
- d. Other provisions pertaining to Coverage under The Policy.

### **Continuation of Coverage**

If the Insured loses eligibility for the Coverage provided under The Policy for any reason other than non-payment of premiums, the Certificate Holder will have the option to continue the Coverage, including any Optional Benefits, by paying the premiums directly to us at our Administrative Office. We will bill the Certificate Holder for these premiums. If the Certificate Holder stops paying premiums under this option, the Coverage will enter its grace period.

### **Clerical Errors**

Any clerical error on:

- a. Our part;
- b. The Policyholder
- c. Insured; or
- d. Certificate Holder

will not void the The Policy or an Insured's Coverage validly in force. Nor will it continue The Policy or an Insured's Coverage otherwise validly terminated.

### **Time Periods**

All periods affecting The Policy begin and end at 12:01 a.m., standard time, at the Policyholder's address of record.

All periods affecting Insured's Coverage begin and end at 12:01 a.m., standard time, at the Insured's address of record.

### **Misstatement of Age or Gender**

If the Insured's age or gender has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and gender.

### **Suicide Exclusion**

If the Insured commits suicide, while sane or insane, within two years from the Coverage Date of Issue, and while the Coverage is in force, We will pay in one sum to the Beneficiary, the amount of premiums paid for the Coverage.

Suicide is no defense to payment of life insurance benefits nor is suicide while insane a defense to payment of accidental death benefits, if any, under this policy where the policy is issued to a Missouri citizen, unless the insurer can show that the insured intended suicide when she/he applied for the Coverage regardless of any language to the contrary in the policy.

### **Certificate Holder's Rights**

While the Insured is living, the Certificate Holder may exercise all rights given by The Policy or allowed by Us. These rights include assigning the Coverage, changing Beneficiaries, changing the Certificate Holder, and enjoying all applicable Policy benefits.

The consent of any Irrevocable Beneficiary is needed to exercise any right except the right to:

- a. Change the frequency of premium payments, or;
- b. Reinstate an Insured's Coverage after lapse.

### **Assignment**

The Certificate Holder may assign the Coverage. For any assignment to be binding on Us, We must receive the original Assignment, or a signed certified copy at Our Administrative Office and it must be recorded by Us. Once We receive the original Assignment, or a signed certified copy, the rights of the Certificate Holder and the interest of any Beneficiary or any other person will be subject to the assignment. We will not be responsible for the validity of any assignment. We are not liable for any payment made by Us before We record the assignment.

### **Change of Certificate Holder or Beneficiary**

The Certificate Holder or any Beneficiary may be changed during the Insured's lifetime. We do not limit the number of changes that may be made. To make a change, a written request, satisfactory to Us, must be received at Our Administrative Office. The change will take effect as of the date the request is signed by all required parties, even if the Insured dies before We receive it. Each change will be subject to any payment We made or other action We took before receiving the request. If the Certificate Holder dies prior to the Insured, the Insured will become the Certificate Holder.

**Death of Beneficiary in Common Disaster**

If any Beneficiary dies with the Insured in a common disaster, death benefits will be paid as if the Beneficiary predeceased the Insured.



Established 1896

**LIFETIME BENEFIT TERM CERTIFICATE OF COVERAGE**

We, Fidelity Life Association, a Legal Reserve Life Insurance Company, certify that We have issued the Group Policy ("The Policy") numbered below to the named Policyholder. The Policy is a contract between Us and the Policyholder. We issue this Certificate to You as evidence of Your insurance under The Policy. This Certificate summarizes and explains the parts of The Policy that apply to You. You may view The Policy at the Policyholder's office during normal business hours.

We will pay the Death Benefit if the Insured dies while The Policy and the Coverage evidenced by this Certificate are in force. To file a claim or ask a question, You may contact Your agent or Our Administrative Office. The Death Benefit will be paid to the Beneficiary when due proof of the Insured's death is received at Our Administrative Office. We will also require completion of Our claim forms. All benefits are subject to the terms and conditions of The Policy.

The Lifetime Benefit Term Coverage provides:

- An Initial Guaranteed Death Benefit until the later of 25 years after the Coverage Date or age 70. After this initial period, a Reduced Guaranteed Death Benefit of 50% of the Initial Guaranteed Death Benefit is provided until age 121.
- Guaranteed Paid Up Term Benefits upon termination of premium payments after premiums have been paid for 5 full Coverage years.
- Non-guaranteed Paid Up Term Benefits that may increase the Guaranteed Paid Up Term Benefit upon termination of premium payments after premiums have been paid for 5 full Coverage years
- After the Initial Guaranteed Death Benefit Period, non-guaranteed One Year Term Insurance which may increase the Reduced Guaranteed Death Benefit up to the Initial Guaranteed Death Benefit.
- Level Guaranteed Premiums payable to age 100.
- The Policy is non-participating and provides no cash surrender values.

**Read this Certificate carefully.**

**Right to Examine Certificate:** We want the Certificate Holder to be satisfied with his/her Coverage under The Policy. The Certificate Holder may, within 30 days after the Certificate is delivered, return the Certificate to our Administrative Office or an agent of Ours and will receive a full refund of any premiums that have been paid. Once returned, the Coverage will be void from its beginning.

**Policyholder:** [Employer/Association]

**Policy Number:** [123XYZ]      **Policy Effective Date:** [March 1, 2006]

Issued and signed by Fidelity Life Association at its Home Office.

Secretary

President

Fidelity Life Association, A Legal Reserve Life Insurance Company

**Home Office**

Fidelity Life Association  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, Ill 60523

**Administrative Office**

Fidelity Life Association  
17 Church Street, Keene, NH 03431  
1-877-352-3303

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Any Optional Benefits and Endorsements and a copy of the Enrollment Form for the coverage, follow Page 12

CERTIFICATE SCHEDULE  
LIFETIME BENEFIT TERM INSURANCE

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BENEFICIARY: AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED

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ANNUAL PREMIUM: \$493.50  
PLANNED PERIODIC PREMIUM: \$41.08 (MONTHLY)\*

\*THE PLANNED PERIODIC PREMIUM SHOWN ABOVE INCLUDES THE PREMIUM FOR ANY OPTIONAL BENEFITS, WHICH MAY BE ATTACHED TO THIS COVERAGE. THE ANNUAL PREMIUM IS GUARANTEED NOT TO INCREASE FOR THE COVERAGE DURATION. PREMIUMS ARE PAYABLE TO AGE 100.

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OPTIONAL BENEFITS

BENEFIT	AMOUNT	ANNUAL PREMIUM	COVERAGE DATE	EXPIRY DATE
DEPENDENT CHILD OPTIONAL BENEFIT	\$ 5,000	\$ 8.00	MAR 01, 2001	MAR 01, 2031
ACCIDENTAL DEATH OPTIONAL BENEFIT	\$ 50,000	\$ 60.00	MAR 01, 2001	MAR 01, 2036
WAIVER OF PREMIUM OPTIONAL BENEFIT		\$ 76.50	MAR 01, 2001	MAR 01, 2031

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INSURED:	JOHN DOE	EXPIRY DATE:	MAR 01, 2066
CERTIFICATE HOLDER:	JOHN DOE	FACE AMOUNT:	50,000
ISSUE AGE:	35 MALE	GUARANTEED DEATH BENEFIT TO AGE [70]:	50,000
RATE CLASS:	[NON-NICOTINE]	REDUCED GUARANTEED DEATH BENEFIT AFTER AGE [70]:	25,000
DATE OF ISSUE:	MAR 01, 2001	VESTING PERIOD:	[5 YEARS]
COVERAGE DATE:	MAR 01, 2001		
CERTIFICATE NUMBER:	08WS000001		

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CERTIFICATE SCHEDULE CONTINUED  
SCHEDULE OF GUARANTEED VALUES

CERTIFICATE NUMBER: 08WS000001

CERTIFICATE YEAR	ATTAINED AGE	ANNUAL PREMIUM (INCLUDES OPTIONAL BENEFITS)	DECREASING TERM DEATH BENEFIT**	PAID UP TERM DEATH BENEFIT**	GUARANTEED DEATH BENEFIT**
1	35	\$493.50	\$50,000	-	\$50,000
2	36	\$493.50	\$50,000	-	\$50,000
3	37	\$493.50	\$50,000	-	\$50,000
4	38	\$493.50	\$50,000	-	\$50,000
5	39	\$493.50	\$50,000	-	\$50,000
6	40	\$493.50	\$50,000	\$643	\$50,000
7	41	\$493.50	\$50,000	\$1,257	\$50,000
8	42	\$493.50	\$50,000	\$1,859	\$50,000
9	43	\$493.50	\$50,000	\$2,451	\$50,000
10	44	\$493.50	\$50,000	\$3,032	\$50,000
15	49	\$493.50	\$50,000	\$5,786	\$50,000
20	54	\$493.50	\$50,000	\$8,309	\$50,000
25	59	\$493.50	\$50,000	\$10,630	\$50,000
30	64	\$417.00	\$50,000	\$12,774	\$50,000
35	69	\$349.00	\$50,000	\$14,777	\$50,000
40	74	\$349.00	\$25,000	\$16,629	\$50,000
45	79	\$349.00	\$25,000	\$18,382	\$50,000
50	84	\$349.00	\$25,000	\$20,045	\$52,025
55	89	\$349.00	\$25,000	\$21,641	\$52,025
60	94	\$349.00	\$25,000	\$23,188	\$52,025
65	99	\$349.00	\$25,000	\$24,701	\$52,025
66-86	100-120		\$25,000	\$25,000	\$52,025

\*\*BEGINNING OF YEAR COVERAGE VALUES ARE SHOWN. THE ABOVE CALCULATIONS ASSUME THAT PREMIUMS ARE PAID ANNUALLY AND THAT DEATH BENEFITS ARE PAYABLE UNIFORMLY THROUGHOUT THE COVERAGE YEAR .

THE PORTION OF THE ANNUAL PREMIUM USED TO PURCHASE PAID UP INSURANCE IS [\$285.93]. THE PREMIUM LOADS USED FOR CALCULATING THE PAID UP TERM DEATH BENEFIT IS [100%] FOR COVERAGE YEAR 1, [75%] FOR COVERAGE YEARS 2 -5 AND [0%] FOR SUBSEQUENT COVERAGE YEARS.

THE ABOVE VALUES ARE DETERMINED ACCORDING TO THE POLICY COVERAGE VALUES SECTION. VALUES ARE BASED ON THE 2001 CSO ULTIMATE, COMMISSIONERS STANDARD ORDINARY MORTALITY TABLE, UNISEX [50% MALE/50%FEMALE], [SMOKER/NONSMOKER] AT 2% INTEREST. WE WILL FURNISH ANY VALUES NOT SHOWN ABOVE UPON REQUEST. THE METHOD OF COMPUTATION OF COVERAGE VALUES HAS BEEN FILED WITH THE INSURANCE SUPERVISORY OFFICIAL IN THE STATE WHERE THE POLICY IS DELIVERED.

## DEFINITIONS

**Age** is equal to the Issue Age, of the Insured, on the Coverage Date. The age increases by one year on each Coverage anniversary date.

**Beneficiary** is the person, persons or entity designated by the Certificate Holder to receive the Death Benefit provided under The Policy.

**Certificate or Certificate of Coverage** means a document that describes the terms of the insurance made available to the eligible [employee/member]s [and their eligible family members] of the Policyholder. It provides evidence of the Coverage provided to the Insured under The Policy. The Certificate is not an insurance contract.

**Certificate Holder** refers to the person who is allowed to exercise the rights given by The Policy and allowed by Us. The Certificate Holder may be someone other than the Insured. The Certificate Holder is shown in the Certificate Schedule.

**Coverage** means the insurance provided to the Insured under The Policy.

**Coverage Date** is the date on which an Insured's Coverage under The Policy begins. This is the date from which Coverage anniversaries, years, months and premium due dates are determined. The Coverage Date is shown in the Certificate Schedule.

**Coverage Year** is the period from the Coverage Date to the first Coverage anniversary or from one Coverage anniversary to the next. A Coverage Year does not include the Coverage anniversary at the end of the Coverage year.

**Date of Issue** of a Certificate of Coverage is used to determine the start of the suicide and contestability periods. The Date of Issue is shown in the Certificate Schedule.

**Death Benefit** is the amount payable to the Beneficiary. The Death Benefit calculations are explained on page 11.

**Deferred Paid Up Term Death Benefit** is paid up term insurance purchased with Non-Guaranteed Credits that are payable upon termination of premium payments after premium payments have been paid through the Vesting Period.

**Eligible Person** means an [employee/member]s of the Policyholder and [their eligible spouses, parents and Insured dependent children] who meet the eligibility requirements.

**Evidence of Insurability** is statement of the Eligible Person's medical history that, when applicable, We may use to determine if the Eligible Person is approved for Coverage.

**Expiry Date** is the date when coverage and benefits expire without value. The Expiry Date is shown in the Certificate Schedule.

**Face Amount** is the amount of insurance on which premium calculations are made. The Face Amount is shown in the Certificate Schedule.

**Initial Guaranteed Death Benefit** means the Guaranteed Death Benefit provided during the Initial Guaranteed Death Benefit Period. It is shown in the Certificate Schedule.

**Initial Guaranteed Death Benefit Period** is the initial period where a level guaranteed death benefit equal to the Face Amount is provided so long as premiums are paid when due. The Initial Guaranteed Death Benefit Period for the Insured is shown in the Certificate Schedule.

**Insured** is the person whose life is insured under The Policy. The Insured is shown in the Certificate Schedule.

**Irrevocable Beneficiary** is a beneficiary whose consent is needed to change that Beneficiary. Also, an Irrevocable Beneficiary must consent to the exercise of certain rights under The Policy. See Certificate Holder's Rights for exceptions. Any beneficiary may be named an Irrevocable Beneficiary.

**Issue Age** means the Insured's age last birthday on the Coverage date. The Insured's Issue Age is shown on the Certificate Schedule.

**Lapse** means the Coverage has terminated or been placed on paid up term insurance because a premium was not paid when due.

**Non-guaranteed Credits** may be credited on each Certificate Anniversary based upon current interest and mortality rates, declared in advance by the company that are more favorable than the guaranteed rates. Credits are used to purchase additional deferred paid up term insurance.

**Optional Benefit** means those additional benefits that are made available under The Policy upon election and payment of applicable premiums. Optional benefits selected to be a part of Your Coverage will be evidenced by an attachment to the Certificate of Coverage.

**The Policy** means the group contract whose provisions govern the insurance provided to the eligible [employee/member]s of the Policyholder [and their eligible family members].

**Policyholder** is the entity through which we make this insurance available to eligible [employees/members] [and their eligible spouses]. The Policyholder is shown on page 1 of the Certificate.

**Reduced Guaranteed Death Benefit** means the Guaranteed Death Benefit provided after the Initial Guaranteed Death Benefit Period. It is shown on the Certificate Schedule.

**Rider** is an amendment to The Policy and may include Optional Benefits. All riders elected by the Policyholder are attached to The Policy. No Coverage is available under the Rider unless elected by the Certificate Holder and attached as an Optional Benefit to the Certificate.

**Vesting Period** – Is the number of years that premiums must be paid by the Certificate Holder, before paid-up term insurance becomes available in the event of discontinuation of premium payments. The Vesting Period is shown in the Certificate Schedule.

**We, Our, or Us** refer to Fidelity Life Association, a Legal Reserve Life Insurance Company.

**You or Your** refer to the Certificate Holder.

## **CERTIFICATE OF COVERAGE PROVISIONS**

### **The Policy**

The group contract between Us and the Policyholder whose provisions govern the insurance provided to the Insured. This Certificate is not an insurance policy. It is evidence of the Coverage provided to the Insured under The Policy. In case of differences or errors the provisions of The Policy control. The Policy may be changed at any time by a written agreement between Us and the Policyholder.

### **Statements Are Not Warranties**

All statements made by or for the Insured in the enrollment form are considered to be representations and not warranties. No statement will be used in any contest unless a copy of the signed enrollment form has been furnished to You or the Insured or to the Insured's Beneficiary.

### **Incontestability**

Except for failure to pay premiums, We will not contest the validity of this Coverage under The Policy after it has been in force during the Insured's lifetime for two years:

- a. from the Date of Issue; or
- b. from the effective date of the last reinstatement, if any.

### **Continuation of Coverage**

If the Insured loses eligibility for the Coverage provided under The Policy for any reason other than non-payment of premiums, You will have the option to continue the Coverage, including any benefits, by paying the premiums directly to us at our Administrative Office. We will bill You for these premiums. If You stop paying premiums under this option, the Coverage will enter its grace period.

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**Termination of Coverage on an Insured**

Coverage on an Insured will terminate:

1. If any premium payable by You is not paid within the grace period, The Coverage will terminate the day after the [31] day grace period;
2. On the date We receive Your written request to terminate the Coverage;
3. On the date the Insured dies;
4. When the Insured reaches age 121; or
5. On the date The Policy terminates subject to the Continuation of Coverage provision.

**Misstatement of Age or Gender**

If the Insured's age or gender has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and gender.

**Suicide Exclusion**

If the Insured commits suicide, while sane or insane, within two years from the Date of Issue, and while this Coverage is in force, We will pay in one sum to the Beneficiary, the amount of premiums paid for this Coverage.

Suicide is no defense to payment of life insurance benefits nor is suicide while insane a defense to payment of accidental death benefits, if any, under this policy where the policy is issued to a Missouri citizen, unless the insurer can show that the insured intended suicide when she/he applied for the Coverage regardless of any language to the contrary in the policy.

**Certificate Holder's Rights**

The Policy provides that while the Insured is living, You may exercise all rights applicable to Certificate Holders given by The Policy or allowed by Us. These rights include assigning this Coverage, changing Beneficiaries, changing the Certificate Holder, enjoying all The Policy benefits and exercising all The Policy options.

The consent of any Irrevocable Beneficiary is needed to exercise any right except the right to:

- a. Change the frequency of premium payments, or;
- b. Reinstate this Coverage after Lapse.

**Assignment**

The Policy provides that the Certificate Holder may assign his or her rights to the Coverage under the Policy. For any assignment to be binding on Us, We must receive the original Assignment, or a signed certified copy at Our Administrative Office and it must be recorded by Us. Once We receive the original Assignment, or a signed certified copy, the rights of the Certificate Holder and the interest of any Beneficiary or any other person will be subject to the assignment. We will not be responsible for the validity of any assignment. We are not liable for any payment made by Us before We record the assignment.

**Change of Certificate Holder or Beneficiary**

The Policy provides that the Certificate Holder or any Beneficiary may be changed during the Insured's lifetime. We do not limit the number of changes that may be made. To make a change, a written request, satisfactory to Us, must be received at Our Administrative Office. The change will take effect as of the date the request is signed by all required parties, even if the Insured dies before We receive it. Each change will be subject to any payment We made or other action We took before receiving the request. If the Certificate Holder dies prior to the Insured, the Insured will become the Certificate Holder.

**Death of Beneficiary in Common Disaster**

If any Beneficiary dies with the Insured in a common disaster, death benefits will be paid as if the Beneficiary predeceased the Insured.

## **PREMIUMS**

**Annual Premium**

The annual premium rates for Coverage under The Policy are guaranteed and payable to the age shown on the Certificate Schedule. The annual premium for this coverage is shown in the Schedule of the Certificate given to each Certificate Holder.

### **Payment of Premiums**

Premiums are payable annually in advance to the age shown on the Certificate Schedule. Other modes of payment are available at Our discretion. Payments made more frequently than on an annual mode may be subject to additional premium loads. The first premium is due on the Coverage Date. Each premium is payable at Our Administrative Office. Upon request, We will provide a written receipt. Each subsequent premium is due when the period covered by the preceding premium ends.

### **Grace Period**

After the first premium has been paid for the Coverage on an Insured, We allow a 31 day grace period to pay each subsequent premium. During this grace period the Coverage remains in full force. If the Insured dies during the grace period, We will deduct the unpaid premium from the benefits of this Coverage.

### **Reinstatement**

The Policy provides that Coverage may be reinstated, while the Insured is alive, at any time within five years after the date of Lapse subject to Our acceptance of a Certificate Holder's application for reinstatement. However, the Coverage cannot be reinstated on or after the Expiry Date.

If the premium due is paid within 60 days of the due date (within 29 days after the end of the Grace Period) and during the Insured's lifetime, the Coverage will be reinstated without Evidence of Insurability.

If the premium due is not paid within 60 days of the due date (within 29 days after the end of the Grace Period) Reinstatement will be subject to Evidence of Insurability satisfactory to Us. All overdue premiums must be paid with interest compounded annually at 6% from their due dates to the date of reinstatement.

### **Non-Payment of Premium Options**

If the premium due is not paid by the end of the Grace Period, the Coverage will lapse. If the Coverage lapses and premiums have not been paid for at least 5 full Coverage years it will terminate without value. If the Coverage lapses and premiums have been paid for at least 5 full Coverage years it will lapse with paid up term insurance Coverage equal to the sum of the Guaranteed and Deferred Paid Up Term insurance as described in the Death Benefit provision.

## **THE DEATH BENEFIT**

Subject to a written claim form as furnished by Us, We will pay the death benefit within 30 days of when We receive due proof at Our Administrative Office that the Insured died while the Coverage was in force. If payment is delayed for 30 days or more, We will pay interest at a rate of at least 2.5% a year on the amount We owe.

Death Benefits available to an Insured are determined in accordance with the Death Benefit provision of The Policy. The Guaranteed Death Benefit, Deferred Paid Up Term Death Benefits and One Year Term Insurance for a given Insured vary according to Issue Age, Mortality Table, Rate Class, Premium and Non-Guaranteed Credits described in The Policy. Given the variability of these factors, the Guaranteed Death Benefit, Deferred Paid Up Term Death Benefits and One Year Term Insurance for a given Insured are only illustrated in the Certificate Schedule and Illustration issued to the Certificate Holder. The following provisions govern the calculation of the Death Benefit:

### **Guaranteed Death Benefit**

While premiums are being paid, the Policy provides for an initial level Guaranteed Death Benefit during the Initial Guaranteed Death Benefit Period. After the Initial Guaranteed Death Benefit Period, the Guaranteed Death Benefit equals the Reduced Guaranteed Death Benefit. The Guaranteed Death Benefits and Death Benefit Periods are shown in the Certificate Schedule.

The Guaranteed Death Benefit is equal to the sum of the Guaranteed Paid Up Term Death Benefit and the Decreasing Term Death Benefit. The Guaranteed Death Benefit Coverage terminates without value at the Expiry Date shown in the Certificate Schedule.

### **Guaranteed Paid Up Term Death Benefit**

The Guaranteed Paid Up Term Death Benefit is equal to the accumulated amount of paid up term insurance purchased by a level portion of the Coverage annual premium. This premium is shown on the Certificate Schedule. During the Vesting Period, the premium loads shown in the Certificate Schedule reduce this level portion of the premium. The table of Guaranteed Paid Up Term Death Benefits is shown in the Certificate Schedule.

If the Coverage lapses because of unpaid premiums due during the Vesting Period, the Coverage will terminate with no value. If the Coverage lapses because of unpaid premiums due after the Vesting Period, accumulated paid up term insurance Coverage will remain in force until the Expiry Date.

### **Decreasing Term Death Benefit**

The Decreasing Term Death Benefit is equal to the Guaranteed Death Benefit minus the Guaranteed Paid Up Term Death Benefit. The Decreasing Term Death Benefit terminates when premiums are no longer being paid.

### **Deferred Paid Up Term Death Benefit**

We may purchase a non-guaranteed Deferred Paid Up Term Death Benefit on each Coverage Anniversary while the Coverage is premium paying. A Deferred Paid Up Term Death Benefit will not provide an increase in the death benefit while the Coverage is premium paying except as noted in the One Year Term Death Benefit provision. It will increase the paid-up death benefit available upon termination of premium payments, provided that premium payments are paid through the Vesting Period shown in the Certificate Schedule. The company will declare Non-guaranteed Credits in advance of each Coverage Year that will be used to purchase the Deferred Paid Up Term Death Benefit.

### **Non-guaranteed Credits**

Credits are based upon interest and mortality more favorable than that guaranteed by The Policy. The total credit on each anniversary is equal to the sum of the Mortality, Survivor and the Excess Interest Credits. These Credits may not be less than zero.

The Mortality Credit is equal to i times ii times iii divided by iv:

- i. The Guaranteed Death Benefit.
- ii. The guaranteed mortality rate minus the current mortality rate.
- iii. One plus the current interest rate raised to the one half power.
- iv. One minus the current mortality rate.

The Survivor Credit is equal to i times ii times iii divided by iv:

- i. The Deferred Paid Up Term Death Benefit on the prior anniversary.
- ii. The current mortality rate.
- iii. One plus the current interest rate raised to the one half power.
- iv. One minus the current mortality rate.

The Excess Interest Credit is equal to i times ii times iii:

- i. The sum of the Guaranteed and non-guaranteed Deferred Paid Up Term Death Benefit on the prior anniversary.
- ii. The current interest rate minus the guaranteed interest rate.
- iii. The net single premium rate for paid up term insurance.

The Guaranteed Death Benefit, current mortality rate, net single premium rate and interest rate for calculating the above Credits are determined as of the prior anniversary and are based upon rates declared in advance of the Coverage Year. Current rates are based upon Our future expectations of mortality and interest and are not calculated to recover past losses or distribute past profits. If We change current rates on in force Coverage under The Policy, the changes will be made uniformly for all insureds for a given Age, Mortality Table and Rate Class as shown in the Certificate Schedule.

The additional Deferred Paid Up Term Death Benefit as of the current anniversary is equal to the amount of Deferred Paid Up Term Death Benefit on the prior anniversary plus the sum of the total Credits divided by the net single premium rate for paid-up term insurance on the current anniversary.

Once earned, the Deferred Paid Up Term Death Benefit is guaranteed and will not decrease except in years where it is used to purchase One Year Term insurance.

### **One Year Term Insurance**

After the Initial Guaranteed Death Benefit Period, a portion of the value of the non-guaranteed Deferred Paid Up Term Death Benefit will be used on each anniversary to purchase One Year Term Insurance equal to the reduction in the Guaranteed Death Benefit. If there is not enough value to purchase One Year Term Insurance equal to the reduction in the Guaranteed Death Benefit then as much One Year Term Insurance as the value will allow will be purchased.

The One Year Term Insurance premium is equal to i divided by ii:

- i. Current mortality rate
- ii. One plus the current interest rate raised to the one half power,

Where the current mortality rate and interest rate is determined as of the current anniversary.

The amount of Deferred Paid Up Term Death Benefit will be reduced by the amount needed to pay the One Year Term Insurance Premium based upon the net single premium rate for paid up term insurance.

### **Early Fully Paid Up Coverage**

If the sum of the Guaranteed and Deferred Paid Up Term Death Benefit is greater than or equal to the Initial Guaranteed Death Benefit prior to age 100, the Coverage will become paid up for an amount equal to the sum. No further premium payments will be due.

### **Death Benefit Calculations**

In any Coverage Year, the amount payable upon death of the Insured will be:

- a. Guaranteed Death Benefit in effect, in that year, on the Insured's life, if the Coverage is premium paying; or
- b. Sum of Guaranteed and non-guaranteed paid up term insurance, in that year, in effect on the Insured's life, if the Coverage is paid up or has lapsed with paid up term insurance value; plus
- c. One Year Term Insurance, if any; plus
- d. the premium paid beyond the date of death; plus
- e. interest, not less than required by law, from the date proof of death is received by Us to the date the claim is paid; minus
- f. any unpaid premium due and unpaid at the date of death.

### **Payment of Proceeds – Settlement of the death benefit shall be made by payment in one sum.**

Subject to a written claim form as furnished by Us, We will pay the death benefit within 30 days of when We receive due proof at Our Administrative Office that the Insured died while the Coverage was in force. If payment is delayed for 30 days or more, We will pay interest at a rate of at least 2.5% a year on the amount We owe. The Proceeds are subject to any adjustments provided in the Misstatement of Age or Gender, Incontestability and Suicide provisions.

### **Death of Beneficiary**

If any beneficiary predeceases the Insured, the portion of the proceeds that would have gone to that beneficiary shall be paid to the Insured's Estate.

### **Multiple Beneficiaries**

If there is more than one beneficiary, proceeds shall be divided equally among the beneficiaries unless the beneficiary designation specifies the amount to be paid to each beneficiary.

### **Facility of Payment**

We may pay all or part of the death benefit to any person who paid any expense in connection with the Insured's last illness or death. That person must give us a copy of the receipt describing the expense and the amount paid for such expense. Reimbursement will not exceed \$1,000. The death benefit will be reduced by any payment made under this provision.

## **COVERAGE VALUES**

### **Basis of Values**

All paid up term insurance amounts, present values and net single premiums for The Policy are based on the Mortality Table and interest rate shown on the Certificate Schedule. Calculations take into account that premiums are paid annually and that death benefits are payable uniformly throughout the Coverage Year. Any additional benefits provided by Optional Benefits shall be excluded from these calculations.

### **Certificate Schedule of Guaranteed Values**

The Certificate Schedule of Guaranteed Values shows the guaranteed values at the beginning of the Coverage year on the assumption that premiums have been fully paid in cash for the completed years stated.

If premiums for this Coverage are paid other than annually, adjustments will be made in calculating guaranteed paid up term insurance values for that portion of the Coverage Year for which premiums were actually paid. Guaranteed paid up term insurance values for the end of any Coverage Year not shown in the table will be furnished upon written request to the Administrative Office.

## **LIFETIME BENEFIT TERM CERTIFICATE OF COVERAGE**

The Lifetime Benefit Term Coverage provides:

- An Initial Guaranteed Death Benefit until the later of 25 years after the Coverage Effective Date or age 70. After this initial period, a Reduced Guaranteed Death Benefit of 50% of the Initial Guaranteed Death Benefit is provided until age 121.
- Guaranteed Paid Up Term Benefits upon termination of premium payments after premiums have been paid for 5 full Coverage years.
- Non-guaranteed Paid Up Term Benefits that increase the Guaranteed Paid Up Term Benefit upon termination of premium payments after premiums have been paid for 5 full Coverage years
- After the Initial Guaranteed Death Benefit Period, non-guaranteed One Year Term Insurance which may increase the Reduced Guaranteed Death Benefit up to the Initial Guaranteed Death Benefit.
- Level Guaranteed Premiums payable to age 100.
- The Policy is non-participating and provides no cash surrender values.

Fidelity Life Association, A Legal Reserve Life Insurance Company

**Home Office**

1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523

**Administrative Office**

Fidelity Life Association  
17 Church Street, Keene, NH 03431  
1-877-352-3303

# FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY

## OPTIONAL ACCELERATED DEATH BENEFIT FOR LONG TERM CARE AND TERMINAL ILLNESS

*This benefit is available to Certificate Holders as an Optional Benefit upon payment of premium.*

Please read your Optional Benefit carefully. This Benefit provides the following two types of Accelerated Death Benefits: (A) Accelerated Death Benefit for Long Term Care and (B) Accelerated Death Benefit for Terminal Illness.

**TAX QUALIFICATION NOTICE:** The Accelerated Benefits offered under this Benefit are intended to provide a qualified Accelerated Death Benefit that is excluded from gross income for federal income tax purposes under the applicable provisions of the Internal Revenue Code in existence at the time this Benefit is issued. To that end, the provisions of this Benefit and the Certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend this Benefit or the Certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Benefit or the Certificate to any applicable changes in such tax qualification requirements. We will send the Certificate Holder a copy of any such amendment. Whether any tax liability may be incurred when benefits are paid under this Benefit could depend on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. Tax laws relating to Accelerated Benefits are complex. Certificate Holders are advised to consult with a qualified tax advisor about circumstances under which they could receive Accelerated Benefits excludable from income under federal law.

Receipt of an Accelerated Benefit may affect the Certificate Holder and the Certificate Holder's spouse or family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. Certificate Holders are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect his or her spouse and his or her family's eligibility for public assistance.

**NOTICE TO BUYER:** This Benefit may not cover all of the costs associated with long term care incurred by the Insured during the period of coverage. We advise You to carefully review all the limitations of this Benefit as well as those of the Certificate to which it is attached in relation to the costs of long term care.

**NOTICE TO PERSONS ELIGIBLE FOR MEDICARE:** This is not a Medicare Supplement Benefit. If the Insured is eligible for Medicare, You should ask to review a copy of the Medicare Supplement Buyer's Guide. You can get a copy of this guide by calling Fidelity Life at the number below.

**Benefit Effective Date:** This Benefit will be effective on the Coverage Date shown on the Schedule page. The termination date of this Benefit will be shown on the Schedule Page. Coverage under this Benefit will not be in effect unless the coverage to which it is attached becomes effective.

**Death Benefits, Surrender Values, and Loan Values, if any, will be reduced if an Accelerated Death Benefit is paid.** The Accelerated Death Benefit and the related charges, interest, discounts or liens, if applicable, and the balance of the death benefit provided by the Certificate shall constitute full settlement on maturity or death of the Insured as provided under the Certificate. There will be no maturity payment available at the end of the term period.

**Benefit Part of Coverage:** This Benefit may become part of the Coverage under this Benefit, when elected by You and the required premiums are made. The premiums for this Benefit will be shown on the Schedule Page. Unless they are not consistent with this Benefit, all the provisions of the Certificate will apply.

**Benefit:** This Benefit will provide You with the option to elect to receive a portion of the Death Benefit provided by the Certificate and shown in the Certificate Schedule. You can make this election when the Insured becomes eligible for benefits. The Insured must be certified as Terminally Ill to qualify for a Terminal Illness Benefit. The Insured must be certified as Chronically Ill and be confined to a Nursing or Assisted Living Facility or be receiving Home Health or Adult Day Care to qualify for a Long Term Care Benefit. All other conditions outlined in this Benefit must also be met.

### **Where to Get More Information, Correct Information on the Enrollment Form, or Make a Complaint:**

You can contact Us by writing to Us at our Administrative Office at 17 Church St., Keene, NH 03431 or call 1-877-352-3303.

**Guaranteed Renewable:** As long as You pay the premium on time and Coverage under this Benefit is in force, it is renewable, subject to the Benefit's terms. We can't change the terms of this Benefit, but We can increase the premium up to the guaranteed maximums. The current and guaranteed maximum premiums are shown on the Schedule Page. Any change in premium will be made on the Coverage anniversary date. New premiums will be based on the Insured's age and Premium Class on the Benefit's Coverage Date. We must notify You at least 45 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

We can only change premiums if We change them on all Benefits on this form in the state where the Benefit was issued. We won't change premiums solely because of claims made under this Benefit, because of increased age or change in mental or physical health. While this Benefit is in force, We cannot change any of its provisions, cancel it, or refuse renewal.

## DEFINITIONS

The definitions contained in the Certificate and the definitions outlined below will apply to this Benefit.

**Activities of Daily Living** can be defined as an activity that occurs every day. Each of the activities that are listed below are considered an Activity of Daily Living:

1. **Bathing:** The Insured's ability to wash himself/herself by sponge bath; or in either a tub or shower. This will include the task of getting into and out of the tub or shower.
2. **Continence:** The Insured's ability to maintain control of their bowel and bladder function. When unable to maintain control of bowel or bladder function, the Insured must have the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
3. **Dressing:** The Insured's ability to put on and take off all of their clothing and any required braces, fasteners or artificial limbs.
4. **Eating:** The Insured's ability to feed him or herself by getting food into his/her body from a receptacle (such as a plate, cup or table) or through a feeding tube or through intravenous means.
5. **Toileting:** The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform the necessary personal hygiene.
6. **Transferring:** The Insured's ability to move into or out of a bed, chair or wheelchair.

**Adult Day Care** means a program of social and/or health-related services provided on a less than 24-hour-a-day basis. Adult Day Care must be provided in an Adult Day Care Center. The purpose of the program must be to support frail or impaired elderly, or other disabled adults who can benefit from care in a group setting outside the Home.

**Adult Day Care Center** means a facility, or part of a facility that provides Adult Day Care. The Adult Day Care Center must be licensed or certified to provide such services, if required by the jurisdiction in which the Adult Day Care Center is located.

**Assisted Living Facility** means a facility that will provide on-going care and services to the Insured. This care and the service provided must meet all of the conditions outlined below.

1. The Facility must be licensed or certified to provide the on-going care and related services. Licensing or certification will be required based on the laws of the state where the facility is located; and
2. The Facility must provide twenty-four (24) hour a day care. Services must be sufficient to support the needs resulting from the Insured's inability to perform Activities of Daily Living or from Severe Cognitive Impairment; and
3. The Facility must have a trained employee on duty at all times. The employee must be awake and ready to provide care; and
4. The Facility must provide three meals per day. The facility must be able to accommodate special dietary needs; and
5. The Facility must have written agreements in place that will provide the Residents with the medical care that will be needed in case of an emergency. If not, it must ensure that the Residents will receive medical care in case of an emergency. A Physician or Registered Nurse must provide the medical care; and

6. The facility must have methods and procedures in place that will help the residents administer the medications that have been prescribed to them.

**The entities listed below do not qualify as an Assisted Living Facility:**

1. a Hospital; or
2. a facility that is operated mainly for the treatment and care of:
  - (a) mental, nervous, psychotic or psychoneurotic deficiencies or disorders;
  - (b) or tuberculosis;
  - (c) or alcoholism;
  - (d) or drug addiction;
  - (e) or rehabilitation;
  - (f) or occupational therapy.

If the Insured is confined to an Assisted Living Facility that meets the requirements outlined in this Benefit, the Insured will be eligible for benefits under this Benefit.

**Benefit Month** is the period from the Benefit Coverage Date to the first monthly anniversary or from one Benefit monthly anniversary to the next. A Benefit Month does not include the Benefit monthly anniversary day at the end of the Benefit Month.

**Chronically Ill Individual** means an Insured who has been certified by a Licensed Health Care Practitioner as:

1. being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living (Bathing, Contenance, Dressing, Eating, Toileting, and Transferring) for a period of 90 days; **or**
2. the Insured must have a Severe Cognitive Impairment that requires Substantial Supervision to protect him/her from threats to his or her health and safety.

Certification by the Licensed Health Care Practitioner of the Chronically Ill Insured must occur at least once every 12 months.

**Confined or Confinement** means that the Insured is required to stay in a bed and is physically placed within a licensed Nursing or Assisted Living Facility. This confinement will be as an overnight resident patient.

**Elimination Period** means the number of days that the Insured must meet the Conditions of Eligibility for Long Term Care. There will be no Long Term Care benefits paid during this period. The Elimination Period will start from the first day that the Insured is certified by a Licensed Health Care Practitioner as: (1) being Unable to Perform without substantial Human Assistance at least two Activities of Daily Living; or (2) having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety. The Elimination Period for the Long Term Care benefit will be shown in the Schedule Page. The Elimination Period only needs to be satisfied once during the Insured's lifetime. There is no Elimination Period for the Terminal Illness benefit.

**Home** is defined as any place where the Insured lives. Home does not mean a Nursing Facility, Assisted Living Facility, Alzheimer's facility, Hospital, hospice facility, congregate care, or any other similar residential care facility.

**Home Health Care Agency** means an agency or organization that provides care and services in the Insured's Home and meets all of the following criteria:

1. It is, where required, licensed, certified, and/or accredited as a Home Health Care Agency; and
2. It provides Home Health Care services; and
3. It is, where required by its licensure, certification and/or accreditation, supervised by a Registered Professional Nurse or a Licensed Social Worker; and
4. It has employees who have appropriately specialized training; and
5. It keeps Plan of Care records, including Physician's orders where appropriate, on all patients; and
6. If providing Home Health Care services, it keeps clinical records on all patients.

**Home Health Care** is defined as a program of professional, para-professional or skilled care that is provided by or through a Home Health Care Agency. The Home Health Care must be provided in the Insured's Home. Home Health Care will include the following types of care: nursing services; physical therapy, occupational therapy, speech therapy, respiratory therapy, audiology services; and medical social services by a social worker or social work assistant.

**Hospital** is defined as an institution which:

1. is licensed as a Hospital and is operating within the scope of its license; and
2. is accredited as a Hospital by the Joint Commission on Accreditation of Health Care Organizations, or by the American Osteopathic Association; and
3. is primarily and continuously engaged in providing or operating medical, diagnostic and major surgical facilities which are located either on the Hospital's premises or in facilities controlled by such Hospital; and
4. is under the supervision of a duly licensed Physician; and
5. provides medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
6. provides 24-hour nursing service by or under the supervision of a Registered Professional Nurse.

**Hospital does not mean a place that is operated mainly for: rest; convalescence; care of the aged; custodial care; treatment and care of mental disorders, tuberculosis, alcoholism, or drug addiction; rehabilitation; or occupational therapy.**

**Immediate Family** is defined as the Insured's or Your spouse, child, brother, sister, parent, grandparent or grandchild.

**Insured** means the person who is the Insured under the Certificate to which this Benefit is attached.

**Licensed Health Care Practitioner** is defined as any Physician, Registered Professional Nurse, or Licensed Social Worker.

**Licensed Social Worker** means a health care professional that is licensed in the state in which he or she practices. The Social Worker must be practicing within the scope of their license. A Licensed Social Worker does **not** include a member of the Insured's or Your Immediate Family. A Licensed Social Worker does **not** include anyone who resides in the Insured's or Your home or residence.

**Monthly Accelerated Death Benefit Amount** means the maximum amount that We will pay in any one calendar month. The Insured must be confined in a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. In addition the Insured must satisfy the terms set forth in the "Conditions on Eligibility for Long Term Care benefits.

**Medicare** means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

**Nursing Facility** means a health care facility or a part of a Hospital or other institution that provides such services. The Nursing Facility must meet all of the requirements that are listed below:

1. It operates under a license issued by the appropriate licensing agency to provide nursing care and related services; and
2. It provides, in addition to room and board, 24-hour-a-day nursing care and related services on a continuing inpatient basis, to 6 or more individuals; and
3. It provides on a formal prearranged basis, a Registered Professional Nurse on duty or on call at all times; and
4. It provides, on a formal prearranged basis, that a duly licensed Physician will be available in case of emergency; and
5. It has a planned program of policies and procedures. This planned program was developed with the advice of at least one Physician. In addition, the program is periodically reviewed by at least one Physician; and
6. It maintains a clinical record of each patient.

**Nursing Facility does not mean a Hospital. It does not mean a facility that is operated mainly for the treatment and care of mental, nervous, psychotic or psychoneurotic deficiencies or disorders; or tuberculosis; or drug addiction; or rehabilitation, or occupational therapy.**

**Physician** means an individual who is licensed to practice medicine and treat injury or illness in the state in which treatment is received and who is acting within the scope of that license. A Physician must be someone other than:

1. the Insured; or
2. the Certificate Holder; or
3. a person who lives with the Certificate Holder or the Insured; or
4. a person who is part of the Certificate Holder or the Insured's Immediate Family; or
5. anyone who has an ownership interest in a facility in which the Insured is Confined.

**Plan of Care** means a written individualized plan of services. A Licensed Health Care Practitioner must develop this plan.

**Registered Professional Nurse** means a health care professional that is licensed or registered as a professional graduate nurse by the state in which he or she practices. The Registered Nurse must be practicing within the scope of that license.

A Registered Nurse does not include a member of the Insured's or Your Immediate Family. A Registered Nurse does not include anyone who resides in the Insured's or Your Home or residence.

**Severe Cognitive Impairment** means a deficiency in: the Insured's short-term or long-term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Diagnosis must be established by clinical evidence and standardized tests that can accurately measure the Insured's loss. An example of such an Impairment that is covered under this Benefit is Alzheimer's disease and other forms of senility, senile dementia and irreversible dementia.

**Substantial Human Assistance** is defined as actual hands-on assistance that is provided by another individual.

**Substantial Supervision** means continuous, arms-length supervision. This includes, but is not limited to, verbal cueing by another individual to protect the Insured from harming himself/herself or others, or from threats to the Insured's health and safety.

**Terminally Ill** means the Insured has a life expectancy of 12 months or less due to an illness or physical condition.

**Unable to Perform** an Activity of Daily Living means that the Insured cannot perform an activity without Human Assistance, even if the Insured uses some equipment.

**You or Your** refer to the Certificate Holder.

### **ACCELERATED DEATH BENEFIT FOR LONG TERM CARE**

The Long Term Care benefit will allow You the option to elect to receive a portion of the Death Benefit provided by the Certificate. The Long Term Care benefit amount is shown on the Schedule Page. The option to receive a portion of the death benefit can be made when the Insured becomes eligible for benefits. To qualify for benefits, the Insured must be certified as a Chronically Ill Individual. The Insured must also be confined to a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. In addition, the following conditions for Long Term Care must be met.

#### **CONDITIONS ON ELIGIBILITY FOR PAYMENT OF LONG TERM CARE BENEFITS**

We will pay You the applicable benefit as stated below, subject to all of the following conditions:

1. The Insured:
  - a. must be confined to a Nursing or Assisted Living Facility. The confinement must begin while this Benefit is in force; or
  - b. receives Home Health Care services that are provided by a Home Health Care Agency. The Insured must receive a minimum of [8] Home Health Care visits during each Benefit Month and while this Benefit is in force; or
  - c. receives Adult Day Care that is provided in an Adult Day Care Center. The Insured must have a minimum of [8] Adult Day Care visits during each Benefit Month and while this Benefit is in force; and
2. Confinement and Home Health Care or Adult Day Care services must be included in the Insured's Plan of Care; and
3. the Insured is a Chronically Ill Individual; and
4. the Insured must satisfy the Elimination Period; and
5. the Coverage provided to the Insured by the Certificate to which this Benefit is attached is in force; and
6. all irrevocable beneficiaries and assignees have signed the written request for this benefit.

#### **LONG TERM CARE BENEFITS**

**Monthly Accelerated Death Benefit for Confinement:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits that are described in this Benefit, We will pay You the benefit amount for Confinement. We will pay the benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Monthly Accelerated Death Benefit for Home Health Care or Adult Day Care:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term

Care benefits, we will pay You the benefit amount. We will pay this benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Remaining Accelerated Death Benefit Amount:**

The Monthly Accelerated Benefit may not be larger than the Remaining Accelerated Death Benefit Amount. The Remaining Accelerated Death Benefit Amount equals:

1. the current death benefit on the life of the Insured provided by the Certificate; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit paid to You under this Benefit; less
4. the total of all previous Monthly Accelerated Death Benefit Amounts paid to You for Long Term Care benefits under this Benefit.

The current death benefit as used here does not include accidental death benefits or life insurance provided by other Optional Benefits.

**Monthly Accelerated Death Benefits Under Paid Up Options:** If premiums for the Certificate and this Benefit terminate resulting in a remaining paid-up life insurance death benefit under the Certificate, Long Term Care Monthly benefits may continue to be payable. In order for the benefits to continue, the Insured must meet the Conditions on Eligibility for Long Term Care benefits. These conditions are described in this Benefit. When a paid-up life insurance death benefit remains under the Certificate, the Remaining Accelerated Death Benefit Amount will equal:

1. the paid-up death benefit on the life of the Insured provided by the Certificate; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit that has been paid to You under this Benefit; less
4. the total of all previous benefit amounts that have been paid to You for Long Term Care benefits.

The paid-up death benefit as used here does not include accidental death benefits or life insurance provided by other Optional Benefits.

**Reduced Benefits Due To Unpaid Coverage Loans:** We will require that a portion of any outstanding loan be deducted from the benefit payment. The portion of the outstanding loan will equal the outstanding unpaid loan multiplied by the ratio of the benefit payment to the Remaining Accelerated Death Benefit Amount plus any Lien.

**Waiver of Premium:** For as long as the Insured is eligible for benefits, We will waive the premiums due for the Coverage provided by the Certificate. This will include the premiums for Optional Benefits attached to the Certificate.

**ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

The Terminal Illness benefit will provide You with the option to elect to receive a portion of the Death Benefit provided by the Certificate. The Death Benefit will be shown in the Schedule Page. The option to receive a portion of the Death Benefit can be made when the Insured becomes Terminally Ill and the following Benefit conditions for Terminal Illness are met.

**CONDITIONS ON ELIGIBILITY FOR PAYMENT OF TERMINAL ILLNESS BENEFIT**

We will pay You the applicable benefit as stated below, subject to all of the following conditions:

1. this benefit is subject to the terms and conditions of the Certificate; and
2. You must provide us with certification by a Physician that the Insured is Terminally Ill. The Company reserves the right to obtain a second medical opinion. We will pay the cost for the second opinion. If there is a conflict of opinions, a third diagnosis will be obtained by a physician acceptable to both You and Us. This diagnosis will be binding on both You and the Company; and
3. You need to request the Benefit for Terminal Illness in writing; and
4. all irrevocable beneficiaries and assignees must sign the written request for this benefit; and
5. the Coverage provided by the Certificate has not lapsed due to nonpayment of premium.

## CERTIFICATE HOLDER'S RIGHTS

The request for payment of a Terminal Illness benefit is voluntary. This benefit is not intended to allow any third party to cause You to involuntarily reduce the Coverage Proceeds that may be payable to the beneficiary. Any election forced by creditors or government agencies will be honored only if it is required by law.

### TERMINAL ILLNESS BENEFIT

The maximum benefit for Terminal Illness, which may be elected by You, is the lesser of 1 and 2:

1. 50% of the Death Benefit minus all previous benefits paid under this Benefit to You. This is determined as of the date proof of life expectancy is received; or
2. \$100,000.

The minimum benefit amount for Terminal Illness, which may be elected by You, is \$1,000.

The total benefit for Terminal Illness available under all coverage issued by Fidelity Life Association on the life of the Insured is \$100,000.

**Lien:** We will treat the benefit for Terminal Illness payment as a lien against the Coverage provided by the Certificate. No interest will accrue on this lien.

If Coverage under the Certificate lapses for nonpayment of premium and the Lien is used to reduce the Net Surrender Value, no repayment of any remaining lien is required.

If Coverage under the Policy terminates and the Remaining Accelerated Death benefit is equal to or less than zero, no repayment of the Lien is required.

#### Adjustments:

We will charge an administrative fee of not more than the limit set by law, for processing an Accelerated Death Benefit for Terminal Illness. This fee will be deducted from any payment made.

On the monthly Benefit anniversary on or next following a Terminal Illness benefit payment to You the premium for this Benefit will be reduced by the following amount (1) times (2) divided by (3):

1. The premium for the Benefit
2. the Terminal Illness Benefit payment
3. the Current Death Benefit amount before any adjustments for Long Term Care benefits paid to You.

### EFFECT ON THE POLICY BENEFITS IF BENEFITS ARE PAID

**Adjusted Death Benefit Due to Acceleration:** The current death benefit that is payable at the death of the Insured will be reduced by the total of all previous Long Term Care benefit payments to You. The Death Benefit will further be reduced by any Lien resulting from a Terminal Illness benefit paid to You. If the Insured dies while the Certificate is in force, the remaining Death Benefit proceeds will be paid to the Beneficiary. No further payments under this Benefit will be made to You.

**Adjusted Surrender Value Due to Acceleration:** Any Surrender Value payable under the Certificate will be reduced by an amount equal to (1) multiplied by (2):

1. The current death benefit minus the total of all previous Long Term Care Monthly Accelerated Death Benefit Amounts paid;
2. The ratio of the Surrender Value to the current death benefit.

Any Lien resulting from a Terminal Illness benefit payment will reduce the Adjusted Surrender Value, if any, in the following situations:

1. The Surrender of the Coverage for its Net Surrender Value.
2. When the Coverage lapses at the end of its grace period for nonpayment of premium.

3. To determine the Loan Value of the Coverage.

**Adjusted Premiums Due to Acceleration:** While the Insured is eligible for Long Term Care benefits, We will waive the premium due. If the Insured later becomes ineligible for Long Term Care benefits and a Remaining Accelerated Death Benefit Amount is still available, We will reduce the premium due for the Coverage and this Benefit. The reduced premium will equal (1) multiplied by (2), plus (3):

1. The premium due on the Coverage and this Benefit;
2. The ratio of the adjusted Death Benefit to the current death benefit for the Certificate;
3. The current premium for any other Optional Benefit attached to the Coverage.

The Coverage policy fee will not be reduced.

**Termination of Coverage due to Acceleration:** If the Remaining Accelerated Death Benefit Amount is reduced to zero or less, the Certificate and any Benefits will terminate with no further benefits payable. This termination can be due to payment of a Long Term Care benefit or due to a reduction in the death benefit provided under the Certificate. Termination of Coverage will be subject to the Delay of Termination Due to Scheduled Increase in Future Death Benefits provision.

**Delay of Termination Due to Scheduled Increase in Future Death Benefits:** The Certificate and any Benefits will not terminate due to the Termination of Coverage due to Acceleration provision if the life insurance Coverage is scheduled for a future guaranteed increase in death benefits with no corresponding increase in premium per the terms of the Certificate. In this case, the Certificate and this Benefit will continue in force until such time that the Remaining Accelerated Death Benefit Amount is increased due to the scheduled increase in death benefits. If the Insured is still eligible for benefits, such payments may resume per the terms of this Benefit. During this period, Waiver of Premium or adjusted premiums due to acceleration will continue. The Certificate and any Benefits will immediately terminate upon the death of the Insured and payment of any adjusted Death Benefit.

**Restriction on Changes to Policy and Benefits:** If benefits are being paid for Long Term Care no changes may be made to the Coverage provided by the Certificate. Additionally, no changes can be made to any Benefit attached to the Certificate.

**Effect on Accidental Death Benefit:** As long as the Coverage is in force, any Accidental Death Optional Benefit under the Certificate will not be affected by the acceleration of benefits under this Benefit.

**Report Showing Effect of Benefits:** When a benefit payment is paid, We will provide You with a report. This report will show the effect the benefit payment has on the Coverage values.

## EXCLUSIONS

We will not pay Long Term Care benefits if the care received or loss incurred:

1. is due to a war or any act of war, declared or undeclared, or service in the armed forces of any country; or
2. is due to a treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency was sustained or acquired at the hands of a Physician, or except while under treatment for an injury or sickness; or
3. is due to the Insured's commission of, or attempt to commit, a felony; or an injury that occurs because of the Insured's involvement in an illegal activity.

We will not pay Long Term Care benefits if the Confinement, Home Health Care service, or Adult Day Care service:

1. is received outside the United States and its territories; or
2. is provided by ineligible providers; or
3. is rendered by members of the Certificate Holder's or the Insured's Immediate Family; or
4. are fully or partially reimbursed by a state or federal worker's compensation plan, Medicare, any other health insurance or other insurance plan, or any other governmental program, except Medicaid; or
5. would not be charged for in the absence of insurance.

We will not pay a Terminal Illness benefit that resulted from:

1. Terminal Illness due to an attempt of suicide while the suicide provision of the Certificate is in effect.

## LIMITATIONS

The following limits apply to payment of an Accelerated Death Benefit under this Benefit:

1. We will not pay a Long Term Care benefit for Confinement and Home Health Care or Adult Day Care simultaneously, even if the Insured qualifies for both benefits. If the Insured qualifies for both benefits in any month, We will pay the benefit for Confinement.
2. We will not pay any Long Term Care Benefit before the end of the Elimination Period.
3. We will pay only one benefit payment for Terminal Illness under this Benefit.
4. We will not pay any benefit such that the total benefits paid exceed the current death benefit.

## BENEFIT GENERAL PROVISIONS

**Notice of Claim:** If You would like to claim a benefit, You must notify Us in writing within 30 days of any eligible Confinement, Home Health Care service, or Adult Day Care service. Written notice must be sent to our agent or Us. The notice should include the Insured's name and Certificate Number. If notice cannot reasonably be given within 30 days of a loss, You must send the notice as soon as reasonably possible.

**Claim Forms:** After We receive Notice of Claim, We will send claim forms to You or Your authorized representative within 15 days. If the claim forms are not received within 15 days, We will accept Written Proof of Loss describing the nature and extent of the claim. Such initial and ongoing Written Proof of Loss must be received by Us within the time limit stated in the following paragraph.

**Written Proof of Loss:** We will pay Long Term Care benefits under this Benefit after We receive Written Proof of Loss satisfactory to Us. We must receive initial Proof of Loss within 90 days after the Elimination Period expires. If it is not reasonably possible to provide this information within such time, initial Proof of Loss must be submitted as soon as reasonably possible. This initial Proof of Loss can not be received later than one year from the time specified. We will require subsequent Proof of Loss to be submitted periodically while the Insured continues to be eligible to receive benefits under this Benefit. Any such periodic Proof of Loss will not be required more frequently than once every 31 days. Any such periodic Proof of Loss due to a chronic illness will not be required more frequently than once every 90 days.

Written Proof of Loss means billing statements, invoices, or payment receipts that will prove that the Insured was Confined or received Home Health Care or Adult Day Care services in accordance with a Plan of Care. Written Proof of Loss will also mean certification by a Physician that the Insured is chronically ill. Examples of Written Proof of Loss include a Physician certification, Plan of Care records, attending Physician reports, medical records; and similar written documentation.

**Physical Examination:** We reserve the right to have a Licensed Health Care Practitioner examine the Insured while a claim is pending to determine the Insured's eligibility for benefits. This examination will be at Our expense. We will use a Licensed Health Care Practitioner of our choosing. If the Licensed Health Care Practitioner We choose provides a different diagnosis of the Insured's condition, We reserve the right to rely it for claim purposes.

**Resolution of Disputes:** In the event that the Licensed Health Care Practitioner We choose provides an assessment of the Insured's condition that conflicts with the Insured's Licensed health Care practitioner's assessment, the company Licensed Health Care Practitioner's opinion will not be binding on You. If there is a disagreement between You and Us, You have the right to mediation or binding arbitration. This mediation or binding arbitration will be conducted by a disinterested third party that has no ongoing relationship with either You or Us. As part of the final decision, the arbitrator shall award the costs of arbitration to one party or the other or may divide the costs equally or otherwise.

**Time of Payment of Claims:** All Long Term Care benefits described in this Benefit will be paid monthly as long as We have received Written Proof of Loss satisfactory to Us.

**Payment of Claims:** All benefits will be paid to You, unless You designate a different payee.

**Adjustment of the Death Benefit:** If benefit payments are paid after the Insured has died, but before notification of death has been received by the Company, We will reduce the Death Benefit by the amount of these benefit payments.

**Legal Actions:** No legal action may be brought to recover under this Benefit within 60 days after Written Proof of Loss has been provided to Us as required. Also, no legal action may be brought to recover under this Benefit more than 3 years from the time Written Proof of Loss is required to be furnished.

**Contestability:** This Benefit will be contestable on the same basis as the Coverage under The Certificate. This Benefit will be contestable, during the lifetime of the Insured, for two years from the Benefit Effective Date.

**Suicide:** If the Insured dies by suicide, while sane or insane, within one year from the Benefit Effective Date, the coverage under this Benefit will terminate. Any premiums refunded under the Suicide Exclusion provision of The Certificate will be reduced by the amount of any accelerated benefits paid under this Benefit.

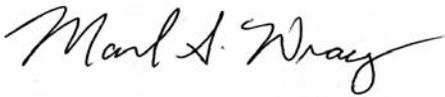
Suicide is no defense to payment of life insurance benefits under this Policy where the Coverage is issued to a Missouri citizen, unless the insurer can show that the insured intended suicide when she/he applied for the Coverage regardless of any language to the contrary in The Policy.

**Termination of Coverage Provided by this Benefit:** Coverage provided by this Benefit will terminate at the earliest of:

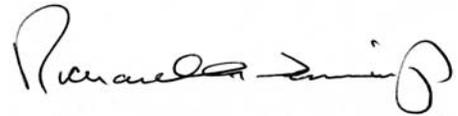
1. The date the Coverage on the Insured matures or terminates for any reason including Termination of Coverage due to Acceleration; or
2. On the Termination Date of this benefit, as shown on the Certificate Schedule Page; or
3. On the date You elect to terminate this Benefit.

**Cancellation of this Benefit:** This benefit may be cancelled by a written request from You. The date of cancellation will be the date We receive the written request at our Administrative Office. We will refund a pro rata part of any premium paid for this benefit beyond that date.

**FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY**



*Secretary*



*President*

Fidelity Life Association, A Legal Reserve Life Insurance Company  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523

**Administrative Office**  
Fidelity Life Association  
17 Church Street  
Keene, NH 03431

SERFF Tracking Number: FDLR-126869182 State: Arkansas  
 Filing Company: Fidelity Life Association, A Legal Reserve Life Insurance Company State Tracking Number: 47109  
 Company Tracking Number:  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: MO Out of State  
 Project Name/Number: /

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachments:</b> readability 0806.pdf Readability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b> Group Policy Holder Application form number W6031 will be used, it was approved by your department 8/29/2006.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Filing Auth		
<b>Comments:</b>		
<b>Attachment:</b> Filing Auth 052010.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Cover Letter		
<b>Comments:</b>		
<b>Attachment:</b> AR COVER LETTER.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>

SERFF Tracking Number: FDLR-126869182 State: Arkansas  
Filing Company: Fidelity Life Association, A Legal Reserve Life Insurance Company State Tracking Number: 47109  
Company Tracking Number:  
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
Product Name: MO Out of State  
Project Name/Number: /  
**Satisfied - Item:** Cert of Compliance  
**Comments:**  
**Attachment:**  
Cert of Compliance.pdf

## Readability Certification

This is to certify that the forms listed below are in compliance with your state's readability requirements.

### A. Option Selected

1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.

2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:

Forms and Form Numbers to Which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Lifetime Benefit Term Insurance Group Policy	WP100	52.4
Group Policy Holder Application	W6031	**
Accidental Death Benefit Rider	W3P00	64.1
Waiver of Premium Benefit Rider	W3P01	60.6
Dependent Child Rider	W3P02	60.9
Lifetime Benefit Term Certificate of Coverage	WC300	60.1
Accidental Death Optional Benefit	W3000	64.1
Waiver of Premium Optional Benefit	W3001	60.6
Dependent Child Optional Benefit	W3002	60.9
Group Enrollment Form	W6002	60.6

\*\*The Readability Score for the Group Policy Holder Application has been completed in conjunction with the Lifetime Benefit Term Insurance Group Policy.

### B. Test Option Selected

1. Test was applied to entire policy form(s)

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

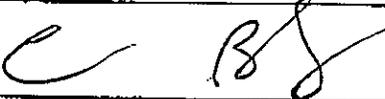
### C. Standards for Certification

A checked block indicates standard has been achieved

1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.

- 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
- 3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
- 4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.
- 5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
- 6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
- 7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

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

Signature: 	
Officer's name : Ciaran Brady	Officer's Title: Vice President
	Date: August 31, 2006

## READABILITY CERTIFICATION

I hereby certify that the following forms were tested for readability using Microsoft Word – Version 97 SR-1, and achieved the following test results.

**Company Name:** Fidelity Life Association, A Legal Reserve Life Insurance Company

**Form Number(s):** W3P07C

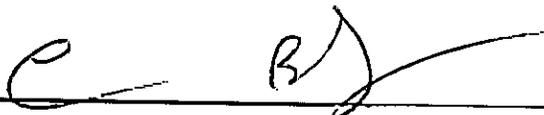
**Type of Form:** Accelerated Death Benefit for Long Term Care  
And Terminal Illness Rider

1. Number of Words: 6,036
2. Number of Characters: 29,952
3. Number of Paragraphs: 196
4. Number of Sentences: 243
5. **Final Score:** 46.6

**Form Number(s):** W3007C

**Type of Form:** Optional Accelerated Death Benefit for Long Term Care  
And Terminal Illness

1. Number of Words: 5,944
2. Number of Characters: 29,909
3. Number of Paragraphs: 195
4. Number of Sentences: 239
5. **Final Score:** 44.8

  
\_\_\_\_\_  
Signature

Ciaran Brady

\_\_\_\_\_  
Typed Name

Vice President

\_\_\_\_\_  
Title

September 19, 2007

\_\_\_\_\_  
Date



Established 1896

Innovation Is Our Policy

Fidelity Life Association  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60528  
Tel 680.522.0892  
Fax 866.875.8175

May 4, 2010

Company NAIC Number: 63290  
Company FEIN Number: 95-1060502

Re: Group Life Insurance Policy, Certificate and Benefit Forms  
Letter of Authorization

To: All State Insurance Departments

The Fidelity Life Association, A Legal Reserve Life Insurance Company of 1211 West 22<sup>nd</sup> Street, Oak Brook, Illinois hereby authorizes Vision Financial Corporation to represent us in the submission of the captioned forms and to negotiate with insurance departments for their approval.

Sincerely,

A handwritten signature in black ink, appearing to be "Claran Brady", written over a horizontal line.

Claran Brady  
Vice President of Operations

October 20, 2010

Arkansas Insurance Department  
1200 West 3<sup>rd</sup> St.  
Little Rock, AR 72201

RE: Fidelity Life Association  
NAIC No.: 63290  
FEIN Number: 36-1068685  
Lifetime Benefit Term Insurance – Out of State Group

Dear Sir or Madame:

I am submitting an informational filing for the attached Group Policy, Certificate and Accelerated Death Benefit for Long Term Care that will be used in conjunction with out-of-state Employer Group business, primarily a group domiciled in Missouri.

These forms will be marketed to residents of the State of Arkansas who are members of Employer Groups enrolled outside of the State of Arkansas.

Whenever an Out-of-State Certificate is issued to a resident of the State of Arkansas, the following statement will appear on the Cover Page of the Certificate: “The benefits of the Policy providing your coverage are governed primarily by the law of a state other than your state of residence”.

I have attached a copy of the actuarial memorandum and readability certification from the original filing.

Thank you for your assistance with this filing. If you have any questions, please call me at 1-800-635-4467, ext 209.

Sincerely,

Crystle Harmon  
Compliance Coordinator  
Vision Financial Corporation  
Telephone: 800-635-4467, ext. 209  
Fax: 603-357-0250  
Email: charmon@visfin.com

Enc.

CERTIFICATION OF COMPLIANCE

Form #	Form Name	Description
WP300	Lifetime Benefit Term Insurance Group Policy	This is the Lifetime Benefit Term Insurance Group Policy that will be delivered to any Employer or Association that applies for Participation in the Insurance program offered by Fidelity Life.
WC300	Lifetime Benefit Term Certificate of Coverage	This Certificate of Coverage is provided to the Certificate Holder as evidence of the Coverage provided under The Policy.
W3007CMO	Optional Accelerated Death Benefit for Long Term Care and Terminal Illness	This Optional Benefit is attached to the Certificate of Coverage and allows the Certificate Holder to receive a portion of the death benefit of the policy in advance of death when a chronically ill insured receives long term care in an eligible facility or through an eligible provider or should the Insured become diagnosed with a qualifying Terminal Illness.

I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify that they are in compliance with the applicable statutes, regulations, and bulletins of the State of Arkansas. I further certify that they will be revised and/or discontinued in the event of future changes in the statutes, regulations, or bulletins, which would prohibit the use of such forms.

  
 Ciaran Brady, Vice President  
 Fidelity Life Association

October 21, 2010