

SERFF Tracking Number: AMLC-126496451 State: Arkansas
 Filing Company: Globe Life and Accident Insurance Company State Tracking Number: 44811
 Company Tracking Number: GROUP MEDICARE SUPPLEMENT POLICY FORM GGRMSP10 ET AL
 TOI: MS08G Group Medicare Supplement - Standard Sub-TOI: MS08G.001 Plan A 2010
 Plans 2010
 Product Name: Group Medicare Supplement Policy Form GGRMSP10 et al
 Project Name/Number: Group Medicare Supplement Policy Form GGRMSP10 et al/Group Medicare Supplement Policy Form GGRMSP10 et al

Filing at a Glance

Company: Globe Life and Accident Insurance Company

Product Name: Group Medicare Supplement SERFF Tr Num: AMLC-126496451 State: Arkansas
 Policy Form GGRMSP10 et al

TOI: MS08G Group Medicare Supplement - SERFF Status: Closed-Approved- State Tr Num: 44811
 Standard Plans 2010 Closed

Sub-TOI: MS08G.001 Plan A 2010 Co Tr Num: GROUP MEDICARE State Status: Approved-Closed
 SUPPLEMENT POLICY FORM
 GGRMSP10 ET AL

Filing Type: Form

Author: Phylis Ballard

Date Submitted: 02/11/2010

Reviewer(s): Stephanie Fowler

Disposition Date: 03/25/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date: 06/01/2010

State Filing Description:

General Information

Project Name: Group Medicare Supplement Policy Form GGRMSP10 et al Status of Filing in Domicile: Pending

Project Number: Group Medicare Supplement Policy Form GGRMSP10 Date Approved in Domicile:
 et al

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed in Nebraska, our state of domicile.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Association

Filing Status Changed: 03/25/2010

Explanation for Other Group Market Type:

State Status Changed: 03/25/2010

Deemer Date:

Created By: Phylis Ballard

Submitted By: Phylis Ballard

Corresponding Filing Tracking Number: Group Medicare Supplement Policy Form GGRMSP10 et al

SERFF Tracking Number: AMLC-126496451 State: Arkansas
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Filing Description:

NAIC #290-91472

RE: Group Medicare Supplement Policy Form GGRMSP10

Certificate Forms GGRMSAC10, GGRMSBC10, GGRMSCC10 and GGRMSFC10

Outline of Coverage Form DS-GGRMS2010(03)

Actuarial Memorandums

Enclosed for your review and approval are copies of the subject Group Medicare Supplement Policy and related forms.

These forms are being filed to comply with the requirements set forth by the MMA regarding Medicare Supplement insurance effective June 1, 2010.

The premium rates for these 2010 Medicare Supplement forms are the same as the premium rates for the 1990 Medicare Supplement forms they are replacing.

Your early review and approval of this filing would be greatly appreciated. If you have any questions, please feel free to contact me collect at (972) 569-3748, or by e-mail at pballard@torchmarkcorp.com.

Company and Contact

Filing Contact Information

Phylis Ballard, Compliance Analyst pballard@torchmarkcorp.com
3700 S. Stonebridge Drive 972-569-3748 [Phone]
McKinney, TX 75070 972-569-3728 [FAX]

Filing Company Information

Globe Life and Accident Insurance Company CoCode: 91472 State of Domicile: Nebraska
204 North Robinson Avenue Group Code: 290 Company Type: Life and Health
Oklahoma City, OK 73102 Group Name: Liberty National State ID Number:
(405) 270-1400 ext. [Phone] FEIN Number: 63-0782739

Filing Fees

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation: 6 FORMS X 50 = 300

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Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Globe Life and Accident Insurance Company	\$300.00	02/11/2010	34133977

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Stephanie Fowler	03/25/2010	03/25/2010
Approved-Closed	Stephanie Fowler	03/25/2010	03/25/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Stephanie Fowler	03/17/2010	03/17/2010	Phylis Ballard	03/24/2010	03/24/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Rates	Note To Reviewer	Phylis Ballard	03/25/2010	03/25/2010
Rates	Note To Filer	Stephanie Fowler	03/25/2010	03/25/2010

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Disposition

Disposition Date: 03/25/2010

Implementation Date: 06/01/2010

Status: Approved-Closed

Comment: Thank you.

Rate data does NOT apply to filing.

SERFF Tracking Number: AMLC-126496451 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Accepted for Informational Purposes	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Health - Actuarial Justification	Approved	No
Supporting Document	Outline of Coverage	Approved	Yes
Form	Medicare Supplement Policy	Approved	Yes
Form (revised)	Medicare Supplement Certificate	Approved	Yes
Form	Medicare Supplement Certificate	Disapproved	Yes
Form (revised)	Medicare Supplement Certificate	Approved	Yes
Form	Medicare Supplement Certificate	Disapproved	Yes
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Form	Medicare Supplement Certificate	Disapproved	Yes

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Disposition

Disposition Date: 03/25/2010

Implementation Date: 06/01/2010

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Comment:

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/17/2010
Submitted Date 03/17/2010
Respond By Date 04/19/2010

Dear Phylis Ballard,

This will acknowledge receipt of the captioned filing.

Objection 1

- Medicare Supplement Certificate, GGRMSAC10 (Form)
- Medicare Supplement Certificate, GGRMSBC10 (Form)
- Medicare Supplement Certificate, GGRMSCC10 (Form)
- Medicare Supplement Certificate, GGRMSFC10 (Form)

Comment: Please remove the second paragraph under the "Renewal Provision" section. This statement does not accurately reflect when the company can increase the rates and can be misleading to the insured.

Objection 2

- Medicare Supplement Certificate, GGRMSAC10 (Form)
- Medicare Supplement Certificate, GGRMSBC10 (Form)
- Medicare Supplement Certificate, GGRMSCC10 (Form)
- Medicare Supplement Certificate, GGRMSFC10 (Form)

Comment: Please remove the fifth paragraph under the "Premium Payment" provision in the "Certificate Provisions" section. This statement does not accurately reflect when the company can increase the rates and can be misleading to the insured.

Please feel free to contact me if you have questions.

Sincerely,

Stephanie Fowler

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/24/2010
Submitted Date 03/24/2010

Dear Stephanie Fowler,

SERFF Tracking Number: AMLC-126496451 State: Arkansas
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Comments:

This is in response to your objections.

Response 1

Comments: Revised certificates attached.

Related Objection 1

Applies To:

- Medicare Supplement Certificate, GGRMSAC10 (Form)
- Medicare Supplement Certificate, GGRMSBC10 (Form)
- Medicare Supplement Certificate, GGRMSCC10 (Form)
- Medicare Supplement Certificate, GGRMSFC10 (Form)

Comment:

Please remove the second paragraph under the "Renewal Provision" section. This statement does not accurately reflect when the company can increase the rates and can be misleading to the insured.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Medicare Supplement Certificate	GGRMSA C10		Certificate	Initial		67.870	GGRMSA C10ar.pdf
Previous Version							
Medicare Supplement Certificate	GGRMSA C10		Certificate	Initial		67.870	GGRMSA C10ar.pdf
Medicare Supplement Certificate	GGRMSB C10		Certificate	Initial		56.350	GGRMSB C10ar.pdf
Previous Version							
Medicare Supplement Certificate	GGRMSB C10		Certificate	Initial		56.350	GGRMSB C10ar.pdf
Medicare Supplement Certificate	GGRMSC C10		Certificate	Initial		59.370	GGRMSC C10ar.pdf

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Previous Version

Medicare Supplement Certificate	GGRMSC C10	Certificate	Initial	59.370	GGRMSC C10ar.pdf
Medicare Supplement Certificate	GGRMSF C10	Certificate	Initial	60.060	GGRMSF C10ar.pdf

Previous Version

Medicare Supplement Certificate	GGRMSF C10	Certificate	Initial	60.060	GGRMSF C10ar.pdf
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No Rate/Rule Schedule items changed.

Response 2

Comments: Revised certificates attached

Related Objection 1

Applies To:

- Medicare Supplement Certificate, GGRMSAC10 (Form)
- Medicare Supplement Certificate, GGRMSBC10 (Form)
- Medicare Supplement Certificate, GGRMSCC10 (Form)
- Medicare Supplement Certificate, GGRMSFC10 (Form)

Comment:

Please remove the fifth paragraph under the "Premium Payment" provision in the "Certificate Provisions" section. This statement does not accurately reflect when the company can increase the rates and can be misleading to the insured.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Medicare Supplement Certificate	GGRMSA C10		Certificate	Initial		67.870	GGRMSA C10ar.pdf

Previous Version

SERFF Tracking Number: AMLC-126496451 State: Arkansas
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Medicare Supplement Certificate	GGRMSA C10	Certificate	Initial	67.870	GGRMSA C10ar.pdf
Medicare Supplement Certificate	GGRMSB C10	Certificate	Initial	56.350	GGRMSB C10ar.pdf
Previous Version					
Medicare Supplement Certificate	GGRMSB C10	Certificate	Initial	56.350	GGRMSB C10ar.pdf
Medicare Supplement Certificate	GGRMSC C10	Certificate	Initial	59.370	GGRMSC C10ar.pdf
Previous Version					
Medicare Supplement Certificate	GGRMSC C10	Certificate	Initial	59.370	GGRMSC C10ar.pdf
Medicare Supplement Certificate	GGRMSF C10	Certificate	Initial	60.060	GGRMSF C10ar.pdf
Previous Version					
Medicare Supplement Certificate	GGRMSF C10	Certificate	Initial	60.060	GGRMSF C10ar.pdf

No Rate/Rule Schedule items changed.

Please let me know if you have any questions.

Sincerely,
 Phylis Ballard

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Note To Reviewer

Created By:

Phylis Ballard on 03/25/2010 02:48 PM

Last Edited By:

Phylis Ballard

Submitted On:

03/25/2010 02:48 PM

Subject:

Rates

Comments:

Rates are attached.

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

Oklahoma City, Oklahoma

GROUP MEDICARE SUPPLEMENT POLICYFORM GGRMSP / GGRMSP06 / GGRMSP10

CERTIFICATES

GGRMSAC / GGRMSAC06 / GGRMSAC10 (PLAN A)

2010 Premium Rates

ARKANSAS

Current and Proposed Annual Premium Rates
For Policies Issued with Community Rates

Issue Age (Male or Female)	Current Annual Premium	Proposed Annual Premium
All Ages	\$1,091	\$1,091

Modal Premium Factors:

Semi-Annual = Annual * .510 (rounded to near dollar)
Quarterly = Annual * .260 (rounded to near dollar)
Monthly = Annual * .088 (rounded to near \$0.50)
Bank Draft = (Modal Premium) - \$ 2.00
Monthly Pension Deduction = Monthly Premium - \$ 2.00

For Company Use: Plan Code G09 Plan A

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

Oklahoma City, Oklahoma

GROUP MEDICARE SUPPLEMENT POLICYFORM GGRMSP / GGRMSP06 / GGRMSP10

CERTIFICATES

GGRMSBC / GGRMSBC06 / GGRMSBC10 (PLAN B)

2010 Premium Rates

ARKANSAS

Current and Proposed Annual Premium Rates
For Policies Issued with Community Rates

Issue Age (Male or Female)	Current Annual Premium	Proposed Annual Premium
All Ages	\$1,820	\$1,820

Modal Premium Factors:

Semi-Annual = Annual * .510 (rounded to near dollar)
Quarterly = Annual * .260 (rounded to near dollar)
Monthly = Annual * .088 (rounded to near \$0.50)
Bank Draft = (Modal Premium) - \$ 2.00
Monthly Pension Deduction = Monthly Premium - \$ 2.00

For Company Use: Plan Code G10 Plan B

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

Oklahoma City, Oklahoma

GROUP MEDICARE SUPPLEMENT POLICYFORM GGRMSP / GGRMSP06 / GGRMSP10

CERTIFICATES

GGRMSCC / GGRMSCC06 / GGRMSCC10 (PLAN C)

2010 Premium Rates

ARKANSAS

Current and Proposed Annual Premium Rates
For Policies Issued with Community Rates

Issue Age (Male or Female)	Current Annual Premium	Proposed Annual Premium
All Ages	\$2,092	\$2,092

Modal Premium Factors:

Semi-Annual = Annual * .510 (rounded to near dollar)
Quarterly = Annual * .260 (rounded to near dollar)
Monthly = Annual * .088 (rounded to near \$0.50)
Bank Draft = (Modal Premium) - \$ 2.00
Monthly Pension Deduction = Monthly Premium - \$ 2.00

For Company Use: Plan Code G11 Plan C

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

Oklahoma City, Oklahoma

GROUP MEDICARE SUPPLEMENT POLICYFORM GGRMSP / GGRMSP06 / GGRMSP10

CERTIFICATES

GGRMSFC / GGRMSFC06 / GGRMSFC10 (PLAN F)

2010 Premium Rates

ARKANSAS

Current and Proposed Annual Premium Rates
For Policies Issued with Community Rates

Issue Age (Male or Female)	Current Annual Premium	Proposed Annual Premium
All Ages	\$2,107	\$2,107

Modal Premium Factors:

Semi-Annual = Annual * .510 (rounded to near dollar)
Quarterly = Annual * .260 (rounded to near dollar)
Monthly = Annual * .088 (rounded to near \$0.50)
Bank Draft = (Modal Premium) - \$ 2.00
Monthly Pension Deduction = Monthly Premium - \$ 2.00

For Company Use: Plan Code G12 Plan F

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Note To Filer

Created By:

Stephanie Fowler on 03/25/2010 12:00 PM

Last Edited By:

Stephanie Fowler

Submitted On:

03/25/2010 12:00 PM

Subject:

Rates

Comments:

Please submit the rates for this filing.

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Form Schedule

Lead Form Number: Medicare Supplement Policy Form GGRMSP10 et al

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 03/25/2010	GGRMSP10	Policy/Cont ract/Fratern al Certificate	Medicare Supplement Policy	Initial		64.070	GGRMSP10- AR.pdf
Approved 03/25/2010	GGRMSAC10	Certificate	Medicare Supplement Certificate	Initial		67.870	GGRMSAC10 ar.pdf
Approved 03/25/2010	GGRMSBC10	Certificate	Medicare Supplement Certificate	Initial		56.350	GGRMSBC10 ar.pdf
Approved 03/25/2010	GGRMSCC10	Certificate	Medicare Supplement Certificate	Initial		59.370	GGRMSCC10 ar.pdf
Approved 03/25/2010	GGRMSFC10	Certificate	Medicare Supplement Certificate	Initial		60.060	GGRMSFC10 ar.pdf

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

**GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A LEGAL RESERVE STOCK COMPANY* Administrative Offices: McKinney, Texas 75070**

Group Policyholder: [ABC Association]
Group Policy Number: [1234]
Effective Date of the Group Policy: [June 1, 2010]
State of Issue: [Texas]

This Group Policy contains the terms under which the Globe Life And Accident Insurance Company agrees to insure certain Group members and pay benefits in consideration for the application and payment of the premium. The Group Policy takes effect on the Effective Date of the Group Policy shown above. It continues as long as the required premiums are paid, except as described in the Payment of Premiums Provision.

The Insurance Company and the Group Policyholder have agreed to all of the terms of this Group Policy.

Signed by officers of the Globe Life And Accident Insurance Company at Oklahoma City, Oklahoma.

Jerry M. Hutchinson
SPECIMEN

Secretary

Charles F. Hudson
SPECIMEN

President

**GROUP INSURANCE POLICY
NON-PARTICIPATING**

PREMIUMS

PAYMENT OF PREMIUMS

The first premium is due on the Effective Date of the Certificate. Premium payments should be sent to Our Administrative Office. Premiums will be considered paid on the date We receive the payment at Our Administrative Office or other designated location.

Premium is due on the first day of each month. A grace period of 31 days is allowed for the late payment of each premium after the first premium. If the Group Policyholder has not given Us written notice that the Group Policy is to be terminated prior to the premium date, the grace period for payment will begin. If the premium is paid by the end of the grace period, the Group Policy will remain in force. If the premium is not paid by the end of the grace period, the Group Policy automatically terminates effective as of the last day of the month for which the last premium payment was received.

CHANGE IN PREMIUMS

We may change any premium rate from time to time in accordance with Our table of Premium rates applicable to all Group Policies of this form, subject to any required Insurance Department approval. Our table of Premium rates is based on form and Class. Class is based on year of issue and area of the state in which You resided at issue, and underwriting group at issue for all Insured's under the Group Policies in a given state. If We change rates, We must give the Group Policyholder notice of the change.

We reserve the right to make a special adjustment to Our rates if, in Our opinion, Our liability has been altered because of a change in state or federal law, a revision to the Group Policy requested by the Group Policyholder, or a substantive change in the composition of the group. Any such change in rates will take effect on the effective date of the change in the law, the change in benefits, or the change in the composition of the group. A rate adjustment made for any of the reasons stated above will supersede any rate guarantee, if any, previously agreed to.

TERMINATION FOR THE GROUP POLICY

TERM OF POLICY AND RENEWAL PRIVILEGE

The Group Policy begins on the Effective Date of the Group Policy. It will continue for as long as premiums are paid or until it is terminated. Notice to terminate the Group Policy can come from either the Group Policyholder or from Us. The Group Policyholder may terminate any or all of the insurance by giving us written notice. It will terminate on the later of:

1. the date requested in the termination notice; or
2. the date we receive the notice.

[The Insurer may cancel the Group Policy at any time by giving written notice to the Group Policyholder of the date the Group Policy is to be cancelled. The notice will be delivered or mailed to the Group Policyholder at the address shown on the Insurer's records in accordance with applicable state regulations.]

CERTIFICATE PROVISIONS MADE A PART OF THE GROUP POLICY

The remainder of the Group Policy consists of the provisions shown in the Certificate(s) issued to Insured' under the Group Policy. These provisions, described in general below, are made a part of the Group Policy.

Amendments, if any, changing the provisions of the Certificate are also made a part of the Group Policy.

**Certificate Face Page
Table of Contents
Definitions
Eligibility and Effective Dates
Benefit Provisions
Termination Provisions**

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN A

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE BENEFITS
CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company * Administrative Offices: McKinney, Texas 75070**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. READ YOUR CERTIFICATE CAREFULLY. The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[0000000]	[06-01-10]	[06-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment or have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];
- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Individual Insurance for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability. [Evidence of insurability will not be required if the change in coverage is requested during the Open Enrollment Period.]

DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

CALENDAR YEAR means the period beginning on each January 1 and ending on the following December 31.

COINSURANCE AMOUNTS means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

CONTINUOUS PERIOD OF CREDITABLE COVERAGE means the period during which an individual was covered by creditable coverage, if during the period of the coverage the individual had no breaks in coverage greater than sixty-three (63) days.

CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
9. A public health plan as defined in federal regulation; and
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).

[**ELIGIBLE DEPENDENT** means the spouse or surviving spouse of a Group Member.]

ELIGIBLE PERSON means a person who submits evidence of the date of termination, disenrollment, or Medicare Part D enrollment as applies under the following plans: (1) Employee Welfare Benefit Plan; (2) Medicare Advantage plan; (3) Medicare Select Plan, Medicare Risk or Cost Plan, or Medicare HMO plan; or (4) Medicare supplement Certificate.

HOSPITAL means a lawfully operated hospital which has been accredited by the Joint Commission on Accreditation of Hospitals.

HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

INDIVIDUAL INSURANCE means Your coverage under the Group Policy as evidenced by this Certificate.

INJURY means accidental bodily injury which is sustained while this Certificate is in force and includes all injuries resulting from one accident.

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

MEDICARE ADVANTAGE PLAN means a plan of coverage for health benefits under Medicare Part C as defined in 42 U.S.C. 1395w-28(b)(1), and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage plan medical savings account; and (3) Medicare Advantage private fee-for-service plans.

MEDICARE ELIGIBLE EXPENSES means expenses of the kinds covered by Medicare Parts A and B, to the extent recognized as reasonable and medically necessary by Medicare.

PHYSICIAN means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

PRE-EXISTING CONDITION means an Injury sustained or Sickness first manifesting itself prior to the Certificate effective date for which medical advice or treatment was recommended or given by a Physician within 3 months prior to the Certificate effective date.

SICKNESS means illness or disease of an insured person which first manifests itself after the effective date of insurance and while Your Individual Insurance under the Group Policy is in force.

WE, US, OUR and INSURER mean the Globe Life And Accident Insurance Company.

YOU, YOUR, YOURS and INSURED mean the person whose name is shown in the Certificate Schedule.

BASIC CORE BENEFITS

PART 1 BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime inpatient reserve day used; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur for cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

PART 5 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this Certificate for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date of termination of entitlement. We will reinstate Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in McKinney, Texas or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN B

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE
BENEFITS CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company* Administrative Offices: McKinney, Texas 75070**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.** The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium. Your premiums may also be increased due to increasing health care costs for all Certificates in Your class.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[0000000]	[06-01-10]	[01-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment and have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];
- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Group for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability. [Evidence of insurability will not be required if the change in coverage is requested during the Open Enrollment Period.]

DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

CALENDAR YEAR means the period beginning on each January 1 and ending on the following December 31.

COINSURANCE AMOUNTS means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

CONTINUOUS PERIOD OF CREDITABLE COVERAGE means the period during which an individual was covered by creditable coverage, if during the period of the coverage the individual had no breaks in coverage greater than sixty-three (63) days.

CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
9. A public health plan as defined in federal regulation; and
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).

[**ELIGIBLE DEPENDENT** means the spouse or surviving spouse of a Group Member.]

ELIGIBLE PERSON means a person who submits evidence of the date of termination, disenrollment, or Medicare Part D enrollment as applies under the following plans: (1) Employee Welfare Benefit Plan; (2) Medicare Advantage plan; (3) Medicare Select Plan, Medicare Risk or Cost Plan, or Medicare HMO plan; or (4) Medicare supplement Certificate.

HOSPITAL means a lawfully operated hospital which has been accredited by the Joint Commission on Accreditation of Hospitals.

HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

INDIVIDUAL INSURANCE means Your coverage under the Group Policy as evidenced by this Certificate.

INJURY means accidental bodily injury which is sustained while this Certificate is in force and includes all injuries resulting from one accident.

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

MEDICARE ADVANTAGE PLAN means a plan of coverage for health benefits under Medicare Part C as defined in 42 U.S.C. 1395w-28(b)(1), and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage plan medical savings account; and (3) Medicare Advantage private fee-for-service plans.

MEDICARE ELIGIBLE EXPENSES means expenses of the kinds covered by Medicare Parts A and B, to the extent recognized as reasonable and medically necessary by Medicare.

PHYSICIAN means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

PRE-EXISTING CONDITION means an Injury sustained or Sickness first manifesting itself prior to the Certificate effective date for which medical advice or treatment was recommended or given by a Physician within 3 months prior to the Certificate effective date.

SICKNESS means illness or disease of an insured person which first manifests itself after the effective date of insurance and while Your Individual Insurance under the Group Policy is in force.

WE, US, OUR and INSURER mean the Globe Life And Accident Insurance Company.

YOU, YOUR, YOURS and INSURED mean the person whose name is shown in the Certificate Schedule.

BASIC CORE BENEFITS

PART 1 BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime inpatient reserve day used; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur for cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

ADDITIONAL BENEFITS

PART 5 MEDICARE PART A DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part A Inpatient hospital deductible amount per Benefit Period.

PART 6 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this Certificate for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date termination of entitlement. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in McKinney, Texas or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN C

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE BENEFITS
CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.** The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[0000000]	[06-01-10]	[01-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment and have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];

- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Individual Insurance for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability. [Evidence of insurability will not be required if the change in coverage is requested during the Open Enrollment Period.]

DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

CALENDAR YEAR means the period beginning on each January 1 and ending on the following December 31.

COINSURANCE AMOUNTS means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

CONTINUOUS PERIOD OF CREDITABLE COVERAGE means the period during which an individual was covered by creditable coverage, if during the period of the coverage the individual had no breaks in coverage greater than sixty-three (63) days.

CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
9. A public health plan as defined in federal regulation; and
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).

[**ELIGIBLE DEPENDENT** means the spouse or surviving spouse of a Group Member.]

ELIGIBLE PERSON means a person who submits evidence of the date of termination, disenrollment, or Medicare Part D enrollment as applies under the following plans: (1) Employee Welfare Benefit Plan; (2) Medicare Advantage plan; (3) Medicare Select Plan, Medicare Risk or Cost Plan, or Medicare HMO plan; or (4) Medicare supplement Certificate.

EMERGENCY CARE means care needed immediately because of an Injury or an illness of sudden and unexpected onset.

HOSPITAL means a lawfully operated hospital which has been accredited by the Joint Commission on Accreditation of Hospitals.

HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

INDIVIDUAL INSURANCE means Your coverage under the Group Policy as evidenced by this Certificate.

INJURY means accidental bodily injury which is sustained while this Certificate is in force and includes all injuries resulting from one accident.

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

MEDICARE ADVANTAGE PLAN means a plan of coverage for health benefits under Medicare Part C as defined in 42 U.S.C. 1395w-28(b)(1), and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage plan medical savings account; and (3) Medicare Advantage private fee-for-service plans.

MEDICARE ELIGIBLE EXPENSES means expenses of the kinds covered by Medicare Parts A and B, to the extent recognized as reasonable and medically necessary by Medicare.

PHYSICIAN means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

PRE-EXISTING CONDITION means an Injury sustained or Sickness first manifesting itself prior to the Certificate effective date for which medical advice or treatment was recommended or given by a Physician within 3 months prior to the Certificate effective date.

SICKNESS means illness or disease of an insured person which first manifests itself after the effective date of insurance and while Your Individual Insurance under the Group Policy is in force.

SKILLED NURSING FACILITY means a facility certified by Medicare as a Skilled Nursing Facility.

SKILLED NURSING FACILITY STAY means one day or more of confinement within a Skilled Nursing Facility, as a resident patient under the care of a Physician, following a Hospital Stay of at least 3 days. The Skilled Nursing Facility Stay must be for further treatment of the Injury or Sickness requiring the Hospital Stay and begin within 30 days of hospital discharge.

WE, US, OUR and INSURER mean the Globe Life And Accident Insurance Company.

YOU, YOUR, YOURS and INSURED mean the person whose name is shown in the Certificate Schedule.

BASIC CORE BENEFITS

PART 1 BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime inpatient reserve day used; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur for cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

ADDITIONAL BENEFITS

PART 5 MEDICARE PART A DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part A Inpatient hospital deductible amount per Benefit Period.

PART 6 BENEFITS FOR SKILLED NURSING FACILITY STAYS - MEDICARE PART A

When You have a posthospital Skilled Nursing Facility Stay which is eligible under Medicare Part A, We will pay the following benefit:

Coverage for the actual billed charges up to the Coinsurance Amount from the 21st day through the 100th day in a Medicare Benefit Period for post-hospital Skilled Nursing Facility care eligible under Medicare Part A .

PART 7 MEDICARE PART B DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part B deductible amount per Calendar Year regardless of Hospital confinement.

PART 8 MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUNTRY

We will pay benefits for coverage to the extent not covered by Medicare for 80% of the billed charges for Medicare Eligible Expenses for Medically Necessary Emergency hospital, physician and medical care received in a foreign country, which care would have been covered by Medicare if provided in the United States and which began during the first 60 consecutive days of each trip outside of the United States, subject to a calendar year deductible of \$250, and a lifetime maximum benefit of \$50,000.

For the purposes of this benefit, "Emergency Care" shall mean care needed immediately because of an Injury or an illness of sudden and unexpected onset.

PART 9 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this policy for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare, except as provided under Part 8.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date termination of entitlement. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in Oklahoma City, Oklahoma or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN F

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE BENEFITS
CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.** The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[0000000]	[06-01-10]	[01-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment or have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];
- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Individual Insurance for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability. [Evidence of insurability will not be required if the change in coverage is requested during the Open Enrollment Period.]

DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

CALENDAR YEAR means the period beginning on each January 1 and ending on the following December 31.

COINSURANCE AMOUNTS means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

CONTINUOUS PERIOD OF CREDITABLE COVERAGE means the period during which an individual was covered by creditable coverage, if during the period of the coverage the individual had no breaks in coverage greater than sixty-three (63) days.

CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
9. A public health plan as defined in federal regulation; and
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).

[ELIGIBLE DEPENDENT means the spouse or surviving spouse of a Group Member.]

ELIGIBLE PERSON means a person who submits evidence of the date of termination, disenrollment, or Medicare Part D enrollment as applies under the following plans: (1) Employee Welfare Benefit Plan; (2) Medicare Advantage plan; (3) Medicare Select Plan, Medicare Risk or Cost Plan, or Medicare HMO plan; or (4) Medicare supplement Certificate.

EMERGENCY CARE means care needed immediately because of an Injury or an illness of sudden and unexpected onset.

HOSPITAL means a lawfully operated hospital which has been accredited by the Joint Commission on Accreditation of Hospitals.

HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

INDIVIDUAL INSURANCE means Your coverage under the Group Policy as evidenced by this Certificate.

INJURY means accidental bodily injury which is sustained while this Certificate is in force and includes all injuries resulting from one accident.

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

MEDICARE ADVANTAGE PLAN means a plan of coverage for health benefits under Medicare Part C as defined in 42 U.S.C. 1395w-28(b)(1), and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage plan medical savings account; and (3) Medicare Advantage private fee-for-service plans.

MEDICARE ELIGIBLE EXPENSES means expenses of the kinds covered by Medicare Parts A and B, to the extent recognized as reasonable and medically necessary by Medicare.

PHYSICIAN means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

PRE-EXISTING CONDITION means an Injury sustained or Sickness first manifesting itself prior to the Certificate effective date for which medical advice or treatment was recommended or given by a Physician within 3 months prior to the Certificate effective date.

SICKNESS means illness or disease of an insured person which first manifests itself after the effective date of insurance and while Your Individual Insurance under the Group Policy is in force.

SKILLED NURSING FACILITY means a facility certified by Medicare as a Skilled Nursing Facility.

SKILLED NURSING FACILITY STAY means one day or more of confinement within a Skilled Nursing Facility, as a resident patient under the care of a Physician, following a Hospital Stay of at least 3 days. The Skilled Nursing Facility Stay must be for further treatment of the Injury or Sickness requiring the Hospital Stay and begin within 30 days of hospital discharge.

WE, US, OUR and INSURER mean the Globe Life And Accident Insurance Company.

YOU, YOUR, YOURS and INSURED mean the person whose name is shown in the Certificate Schedule.

BASIC CORE BENEFITS

PART 1

BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

GGRMSFC10

Page 4

GGRMSF1004

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;**
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime inpatient reserve day used; and**
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.**

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur for cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

ADDITIONAL BENEFITS

PART 5 MEDICARE PART A DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part A Inpatient hospital deductible amount per Benefit Period.

PART 6 BENEFITS FOR SKILLED NURSING FACILITY STAYS - MEDICARE PART A

When You have a posthospital Skilled Nursing Facility Stay which is eligible under Medicare Part A, We will pay the following benefit:

Coverage for the actual billed charges up to the Coinsurance Amount from the 21st day through the 100th day in a Medicare Benefit Period for post-hospital Skilled Nursing Facility care eligible under Medicare Part A .

PART 7 MEDICARE PART B DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part B deductible amount per Calendar Year regardless of Hospital confinement.

PART 8 100% EXCESS EXPENSE BENEFIT - MEDICARE PART B

We will pay 100% of the difference between the actual Medicare Part B charge as billed, not to exceed any charge limitation established by the Medicare program or state law, and the Medicare-approved Part B charge.

PART 9 MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUNTRY

We will pay benefits for coverage to the extent not covered by Medicare for 80% of the billed charges for Medicare Eligible Expenses for Medically Necessary Emergency hospital, physician and medical care received in a foreign country, which care would have been covered by Medicare if provided in the United States and which began during the first 60 consecutive days of each trip outside of the United States, subject to a calendar year deductible of \$250, and a lifetime maximum benefit of \$50,000.

For the purposes of this benefit, "Emergency Care" shall mean care needed immediately because of an Injury or an illness of sudden and unexpected onset.

PART 10 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this policy for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare, except as provided under Part 9.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date termination of entitlement. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in Oklahoma City, Oklahoma or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____

SERFF Tracking Number: AMLC-126496451 State: Arkansas
 Filing Company: Globe Life and Accident Insurance Company State Tracking Number: 44811
 Company Tracking Number: GROUP MEDICARE SUPPLEMENT POLICY FORM GGRMSP10 ET AL
 TOI: MS08G Group Medicare Supplement - Standard Sub-TOI: MS08G.001 Plan A 2010
 Plans 2010
 Product Name: Group Medicare Supplement Policy Form GGRMSP10 et al
 Project Name/Number: Group Medicare Supplement Policy Form GGRMSP10 et al/Group Medicare Supplement Policy Form GGRMSP10 et al

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Accepted for Informational Purposes	03/25/2010

Comments:

Attachment:

S-1351 GGRMSP10 et al.pdf

	Item Status:	Status Date:
Satisfied - Item: Application	Approved	03/25/2010

Comments:

Attachment:

GSAR.pdf

	Item Status:	Status Date:
Satisfied - Item: Outline of Coverage	Approved	03/25/2010

Comments:

Attachment:

DS-GGRMS2010(03).pdf

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
Oklahoma City, Oklahoma

READABILITY CERTIFICATION

We hereby certify we have carefully reviewed the form(s) listed below and to the best of our knowledge and ability determine the Flesch scale analysis readability test score to be as shown:

<u>FORM</u>	<u>SCORE</u>
Group Medicare Supplement Policy Form GGRMSP10	64.07
Medicare Supplement Certificate Form GGRMSAC10	67.87
Medicare Supplement Certificate Form GGRMSBC10	56.35
Medicare Supplement Certificate Form GGRMSCC10	59.37
Medicare Supplement Certificate Form GGRMSFC10	60.06

February 11, 2010
Date



Michael J. Gaisbauer, Vice President

ENROLLMENT FORM FOR INSURANCE • GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
A LEGAL RESERVE STOCK COMPANY • ADMINISTRATIVE OFFICE: GLOBE LIFE CENTER • OKLAHOMA CITY, OK 73184

1. Please check name and address and complete other information requested.

	Phone Number (____) _____	
	E-mail address _____	
	Medicare I.D. # (Copy this number from your Medicare I.D. card.) _____	
	Date of Birth ____/____/____	<input type="checkbox"/> Male <input type="checkbox"/> Female

2. Fill out this section only if you want spouse coverage.

Is spouse enrolling for coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth ____/____/____	<input type="checkbox"/> Male <input type="checkbox"/> Female	Medicare I.D. # (Copy this number from spouse's Medicare I.D. card.) _____
Spouse's Name _____	Month Day Year		

3. Check the coverage you want.

APPLICANT: Check one plan <u>only</u> :	Payment Method Selected:	SPOUSE: Check one plan <u>only</u> :	Payment Method Selected:
<input type="checkbox"/> Plan A PLAN CODE G09	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Plan A PLAN CODE G09	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly
<input type="checkbox"/> Plan B G10	<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<input type="checkbox"/> Plan B G10	<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual
<input type="checkbox"/> Plan C G11	Premium Submitted For Applicant:	<input type="checkbox"/> Plan C G11	Premium Submitted For Spouse:
<input type="checkbox"/> Plan F G12	\$ _____	<input type="checkbox"/> Plan F G12	\$ _____

4. Please answer the questions. If spouse is applying for coverage, make sure you answer for both you and your spouse.

If you lost or are losing other health insurance coverage and received a notice from your prior insurer saying you were eligible for guaranteed issue of a Medicare Supplement insurance policy or certificate or certificate, or that you had certain rights to buy such a policy or certificate, you may be guaranteed acceptance in one or more of our Medicare Supplement plans. Please enclose a copy of the notice from your prior insurer with your enrollment form. **PLEASE ANSWER ALL QUESTIONS.**

TO THE BEST OF YOUR KNOWLEDGE:

	<u>APPLICANT</u>	<u>SPOUSE</u>
1. (a) Did you enroll in Medicare Part B in the last six months?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "YES", what is the effective date? _____		
(c) What is your Medicare Claim Number? _____		
2. Are you covered for medical assistance through the State Medicaid program? NOTE TO APPLICANT: If you are participating in a "Spend-Down Program" and have not met your "Share of Cost", please answer "NO" to this question. If you answer "YES"	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Will Medicaid pay your premiums for this Medicare Supplement policy or certificate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Do you receive any benefits from Medicaid OTHER THAN payments towards your Medicare Part B premium?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. (a) If you had coverage from any Medicare plan other than original Medicare within the past 63 days (for example, a Medicare Advantage plan, or a Medicare HMO or PPO), fill in your start and end date below. If you are still covered under this plan, leave "END Date" blank. Applicant START Date _____ END Date _____ Spouse START Date _____ END Date _____		
(b) If you are still covered under the Medicare plan, do you intend to replace your current coverage with this new Medicare Supplement policy or certificate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) Was this your first time in this type of Medicare plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(d) Did you drop a Medicare Supplement policy or certificate to enroll in the Medicare plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. (a) Do you have another Medicare Supplement policy or certificate in force?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If so, with what company, and what plan do you have? _____		
(c) If so, do you intend to replace your current Medicare Supplement policy with this policy or certificate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you had coverage under any other health insurance within the past 63 days? (For example, an employer, union, or individual plan)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If so, with what company and what kind of policy or certificate? _____		
(b) What are your dates of coverage under the other policy or certificate? (If you are still covered under the other policy or certificate, leave "END Date" blank.) Applicant START Date _____ END Date _____ Spouse START Date _____ END Date _____		

4. Continued Please answer the questions. If spouse is applying for coverage, make sure you answer for both you and your spouse.

TO THE BEST OF YOUR KNOWLEDGE:	<u>APPLICANT</u>	<u>SPOUSE</u>
6. Are you within 6 months of your enrollment in Medicare Part B or otherwise qualified for open enrollment? (Questions 7-12 not required if the answer to question 6 is "YES".)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF THE ANSWER TO ANY OF QUESTIONS 7-12 IS "YES", THE APPLICANT IS NOT ELIGIBLE FOR COVERAGE.		
7. Are you currently hospitalized, confined to a nursing facility or receiving Medicare approved home health care; or have you been hospitalized or received Medicare approved home health care 2 or more times in the past 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you bedridden, or confined to a wheelchair, or have you been diagnosed with Gaucher's Disease or any other type of lipidosis, or during the past 2 years, have you had any type of amputation caused by disease?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Within the past year, have you been medically advised to have surgery for cataracts, or for joint replacement, or for a heart condition, but not had such surgery?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Within the past year, have you been diagnosed or treated for internal cancer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Within the past 2 years, have you been diagnosed or treated for heart valve surgery, Alzheimer's disease, or cirrhosis of the liver?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Within the past 2 years, have you had or been advised to have kidney dialysis?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Please read and sign your name below.

(1) You do not need more than one Medicare Supplement policy or certificate. (2) If you purchase this policy or certificate, you may want to evaluate your existing health coverage and decide if you need multiple coverages. (3) You may be eligible for benefits under Medicaid and may not need a Medicare Supplement policy or certificate. (4) If, after purchasing this policy or certificate, you become eligible for Medicaid, the benefits and premiums under your Medicare Supplement policy or certificate can be suspended, if requested, during your entitlement to benefits under Medicaid for 24 months. You must request this suspension within 90 days of becoming eligible for Medicaid. If you are no longer entitled to Medicaid, your suspended Medicare Supplement policy or certificate (or, if that is no longer available, a substantially equivalent policy or certificate) will be reinstated if requested within 90 days of losing Medicaid eligibility. If the Medicare Supplement policy or certificate provided coverage for outpatient prescription drugs and you enrolled in Medicare Part D while your policy or certificate was suspended, the reinstated policy or certificate will not have outpatient prescription drug coverage, but will otherwise be substantially equivalent to your coverage before the date of suspension. (5) If you are eligible for, and have enrolled in a Medicare Supplement policy or certificate by reason of disability and you later become covered by an employer or union-based group health plan, the benefits and premiums under your Medicare Supplement policy or certificate can be suspended, if requested, while you are covered under the employer or union-based group health plan. If you suspend your Medicare Supplement policy or certificate under these circumstances, and later lose your employer or union-based group health plan, your suspended Medicare Supplement policy or certificate (or, if that is no longer available, a substantially equivalent policy or certificate) will be reinstated if requested within 90 days of losing your employer or union-based group health plan. If the Medicare Supplement policy or certificate provided coverage for outpatient prescription drugs and you enrolled in Medicare Part D while your policy or certificate was suspended, the reinstated policy or certificate will not have outpatient prescription drug coverage, but will otherwise be substantially equivalent to your coverage before the date of suspension. (6) Counseling services may be available in your state to provide advice concerning your purchase of Medicare Supplement insurance and concerning medical assistance through the state Medicaid program, including benefits as a Qualified Medicare Beneficiary (QMB) and a Specified Low-Income Medicare Beneficiary (SLMB).

I hereby apply to Globe Life And Accident Insurance Company for a policy or certificate to be issued in reliance on my written answers to the above questions. The answers are, to the best of my knowledge and belief, true. I agree the policy or certificate shall not be effective unless it has actually been issued.

I understand that loss due to injury or sickness for which medical advice was received or treatment was recommended or given by a physician within 6 months prior to the policy or certificate effective date is not covered unless the loss is incurred more than 60 days after the policy or certificate effective date, subject to the Time Limit on Certain Defenses provision and legal proceedings.

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an enrollment form or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Signed at _____ This _____ day of _____
(City) (State) (Year)

Signed _____ Signed _____
(Applicant's) (Spouse)

6. Complete this ONLY if you answered "YES" to any Questions 7 - 12 in Section 4 above.

I. INVOLUNTARY TERMINATION OF COVERAGE:

If your previous coverage was terminated involuntarily, please provide a copy of the notice of termination of coverage and attach it to this form.

What type of coverage was terminated? _____

Date of termination? ____ / ____ / ____ Reason for termination? _____

II. VOLUNTARY TERMINATION OF COVERAGE:

If you voluntarily terminated your present coverage, please attach evidence of previous coverage to this form.

What type of coverage was terminated? _____

Date of termination? ____ / ____ / ____ Reason for termination? _____

If you voluntarily terminated coverage under a Medicare Advantage plan or Medicare Select policy or certificate, please answer the following questions:*

	Applicant	Spouse
1. Was this the first time you were ever enrolled in a Medicare Advantage plan or purchased a Medicare Select Policy or certificate? If so, did you have the Medicare Advantage plan or Medicare Select policy or certificate for less than 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Did you have a Medicare Supplement policy or certificate before applying for the Medicare Advantage plan or Medicare Select policy or certificate? If "YES", with which Company and which Medicare Supplement plan? _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is that Company still offering that Medicare Supplement plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* Medicare Advantage plan means a plan of coverage for health benefits under Medicare Part C as defined in Section 1859 found in Title IV, Subtitle A, Chapter 1 of P.L. 105-33, and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage medical savings account; and (3) Medicare Advantage private fee-for-service plans.

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
A Legal Reserve Stock Company • Globe Life Center * Oklahoma City, Oklahoma 73184

Benefit Chart of Medicare Supplement Plans Sold on or After June 1, 2010

Benefit Plans A, B, C, F

This chart shows the benefits included in each of the standard Medicare supplement plans. Every company must make Plan "A" available. Some plans may not be available in your state.

[Plans E, H, I, and J are no longer available for sale.]

BASIC BENEFITS:

Hospitalization: Part A coinsurance plus coverage for 365 additional days after Medicare benefits end.

Medical Expenses: Part B coinsurance (generally 20% of Medicare-approved expenses) or copayments for hospital outpatient services. Plans K, L and N require insureds to pay a portion of the Part B coinsurance or copayments.

Blood: First three pints of blood each year.

Hospice: Part A coinsurance.

A*	B*	C*	D	F*	F**	G	K	L	M	N
Basic, including 100% Part B coinsurance		Basic, including 100% Part B coinsurance	Hospitalization and preventive care paid at 100%; other basic benefits paid at 50%	Hospitalization and preventive care paid at 100%; other basic benefits paid at 75%	Basic, including 100% Part B coinsurance	Basic, including 100% Part B coinsurance, except up to \$20 copayment for office visit, and up to \$50 copayment for ER				
		Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance		Skilled Nursing Facility Coinsurance	50% Skilled Nursing Facility Coinsurance	75% Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance
	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible		Part A Deductible	50% Part A Deductible	75% Part A Deductible	50% Part A Deductible	Part A Deductible
		Part B Deductible		Part B Deductible						
				Part B Excess (100%)		Part B Excess (100%)				
		Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency		Foreign Travel Emergency			Foreign Travel Emergency	Foreign Travel Emergency
							Out-of-pocket limit \$[4140]; paid at 100% after limit reached	Out-of-pocket limit \$[2070]; paid at 100% after limit reached		

* Denotes plans available by Globe Life And Accident Insurance Company.

** Plan F also has an option called a high deductible Plan F. This high deductible plan pays the same benefits as Plan F after one has paid a calendar year [\$2000] deductible. Benefits from high deductible Plan F will not begin until out-of-pocket expenses exceed [\$2000]. Out-of-pocket expenses for this deductible are expenses that would ordinarily be paid by the policy. These expenses include the Medicare deductibles for Part A and Part B, but do not include the plan's separate foreign travel emergency deductible.

PREMIUM INFORMATION

We, Globe Life And Accident Insurance Company, can only raise your premium if we raise the premium for all policies like yours in this State.

DISCLOSURES

Use this outline to compare benefits and premiums among policies.

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

READ YOUR POLICY VERY CAREFULLY

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

RIGHT TO RETURN POLICY

If you find that you are not satisfied with your certificate, you may return it to Globe Life And Accident Insurance Company, Globe Life Center, Oklahoma City, Oklahoma 73184. If you send the certificate back to us within 30 days after you receive it, we will treat the certificate as if it had never been issued and return all of your payments.

POLICY REPLACEMENT

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

NOTICE

This certificate may not fully cover all your medical cost.

Neither Globe Life And Accident Insurance Company nor its agents are connected with Medicare.

This Outline of Coverage does not give all the details of Medicare coverage. Contact your local Social Security Office or consult *Medicare and You* for more details.

COMPLETE ANSWERS ARE VERY IMPORTANT

When you fill out the application for the new certificate, be sure to answer truthfully and completely all questions about your medical and health history. The Company may cancel your certificate and refuse to pay claims if you leave out or falsify important medical information.

Review the application carefully before you sign it. Be certain that all information has been properly recorded.

RENEWABILITY

This certificate is guaranteed renewable for life. We have the right to change the renewal premiums for this certificate in accordance with our table of premium rates applicable to all certificates of this form and class. This policy provides a 31-day grace period.

Globe Life and Accident Insurance Rates

	Annual	Semi-Annual	Quarterly	Monthly
Plan A	[1037]	[529]	[270]	[82.50]
Plan B	[1037]	[529]	[270]	[82.50]
Plan C	[1037]	[529]	[270]	[82.50]
Plan F	[1037]	[529]	[270]	[82.50]

PLAN A
MEDICARE (PART A) – HOSPITAL SERVICES – PER BENEFIT PERIOD

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

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION * Semiprivate room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but [\$1100]	\$0	[\$1100] (Part A Deductible)
61st thru 90th day	All but [\$275] a day	[\$275] a day	\$0
91st day and after:			
– While using 60 lifetime reserve days	All but [\$550] a day	[\$550] a day	\$0
Once lifetime reserve days are used:			
– Additional 365 days	\$0	100% of Medicare Eligible Expenses	\$0 **
– Beyond the Additional 365 days	\$0	\$0	All Costs
SKILLED NURSING FACILITY CARE * You must meet Medicare’s requirements, including having been in a hospital for at least 3 days and entered a Medicare approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but [\$137.50] a day	\$0	Up to [\$137.50] a day
101st day and after	\$0	\$0	All Costs
BLOOD			
First 3 pints	\$0	3 pints	\$0
Additional Amounts	100%	\$0	\$0
HOSPICE CARE You must meet Medicare’s requirements, including a doctor’s certification of terminal illness.	All but very limited copayment/ coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/ coinsurance	\$0

** **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy’s “Core Benefits.” During this time the hospital is prohibited from billing you the balance based on any difference between its billed charges and the amount Medicare would have paid.

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

* Once you have been billed [\$155] of Medicare-Approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES – IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment			
First [\$155] of Medicare Approved Amounts*	\$0	\$0	[\$155] (Part B Deductible)
Remainder of Medicare Approved Amounts	Generally 80%	Generally 20%	\$0
Part B Excess Charges (Above Medicare Approved Amounts)	\$0	\$0	All Costs
BLOOD			
First 3 pints	\$0	All Costs	\$0
Next [\$155] of Medicare Approved Amounts*	\$0	\$0	[\$155] (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0
CLINICAL LABORATORY SERVICES – TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

PARTS A & B

HOME HEALTH CARE MEDICARE APPROVED SERVICES			
– Medically necessary skilled care services and medical supplies	100%	\$0	\$0
– Durable medical equipment			
First [\$155] of Medicare Approved Amounts*	\$0	\$0	[\$155] (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0

PLAN B
MEDICARE (PART A) – HOSPITAL SERVICES – PER BENEFIT PERIOD

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

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION * Semiprivate room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but [\$1100]	[\$1100] (Part A Deductible)	\$0
61st thru 90th day	All but [\$275] a day	[\$275] a day	\$0
91st day and after:			
– While using 60 lifetime reserve days	All but [\$550] a day	[\$550] a day	\$0
Once lifetime reserve days are used:			
– Additional 365 days	\$0	100% of Medicare Eligible Expenses	\$0 **
– Beyond the Additional 365 days	\$0	\$0	All Costs
SKILLED NURSING FACILITY CARE * You must meet Medicare’s requirements, including having been in a hospital for at least 3 days and entered a Medicare approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but [\$137.50] a day	\$0	Up to [\$137.50] a day
101st day and after	\$0	\$0	All Costs
BLOOD			
First 3 pints	\$0	3 pints	\$0
Additional Amounts	100%	\$0	\$0
HOSPICE CARE You must meet Medicare’s requirements, including a doctor’s certification of terminal illness	All but very limited copayment/ coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/ coinsurance	\$0

** **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy’s “Core Benefits.” During this time the hospital is prohibited from billing you the balance based on any difference between its billed charges and the amount Medicare would have paid.

PLAN B
MEDICARE (PART B) – MEDICAL SERVICES – PER CALENDAR YEAR

* Once you have been billed [\$155] of Medicare-Approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES – IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment			
First [\$155] of Medicare Approved Amounts*	\$0	\$0	[\$155] (Part B Deductible)
Remainder of Medicare Approved Amounts	Generally 80%	Generally 20%	\$0
Part B Excess Charges (Above Medicare Approved Amounts)	\$0	\$0	All Costs
BLOOD			
First 3 pints	\$0	All Costs	\$0
Next [\$155] of Medicare Approved Amounts*	\$0	\$0	[\$155] (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0
CLINICAL LABORATORY SERVICES – TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

PARTS A & B

HOME HEALTH CARE MEDICARE APPROVED SERVICES			
– Medically necessary skilled care services and medical supplies	100%	\$0	\$0
– Durable medical equipment			
First [\$155] of Medicare Approved Amounts*	\$0	\$0	[\$155] (Part B Deductible)
Remainder of Medicare Approved Amounts	80%	20%	\$0

PLAN C
MEDICARE (PART A) – HOSPITAL SERVICES – PER BENEFIT PERIOD

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

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION *			
Semiprivate room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but [\$1100]	[\$1100] (Part A Deductible)	\$0
61st thru 90th day	All but [\$275] a day	[\$275] a day	\$0
91st day and after:			
– While using 60 lifetime reserve days	All but [\$550] a day	[\$550] a day	\$0
Once lifetime reserve days are used:			
– Additional 365 days	\$0	100% of Medicare Eligible Expenses	\$0 **
– Beyond the Additional 365 days	\$0	\$0	All Costs
SKILLED NURSING FACILITY CARE *			
You must meet Medicare’s requirements, including having been in a hospital for at least 3 days and entered a Medicare approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but [\$137.50] a day	Up to [\$137.50] a day	\$0
101st day and after	\$0	\$0	All Costs
BLOOD			
First 3 pints	\$0	3 pints	\$0
Additional Amounts	100%	\$0	\$0
HOSPICE CARE			
You must meet Medicare’s requirements, including a doctor’s certification of terminal illness			
	All but very limited copayment/ coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/ coinsurance	\$0

** **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy’s “Core Benefits.” During this time the hospital is prohibited from billing you the balance based on any difference between its billed charges and the amount Medicare would have paid.

PLAN C
MEDICARE (PART B) – MEDICAL SERVICES – PER CALENDAR YEAR

* Once you have been billed \$155 of Medicare-Approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES – IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment			
First \$155 of Medicare Approved Amounts*	\$0	[\$155] (Part B Deductible)	\$0
Remainder of Medicare Approved Amounts	Generally 80%	Generally 20%	\$0
Part B Excess Charges (Above Medicare Approved Amounts)	\$0	\$0	All Costs
BLOOD			
First 3 pints	\$0	All Costs	\$0
Next \$155 of Medicare Approved Amounts*	\$0	[\$155] (Part B Deductible)	\$0
Remainder of Medicare Approved Amounts	80%	20%	\$0
CLINICAL LABORATORY SERVICES – TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

PARTS A & B

HOME HEALTH CARE MEDICARE APPROVED SERVICES			
– Medically necessary skilled care services and medical supplies	100%	\$0	\$0
– Durable medical equipment			
First \$155 of Medicare Approved Amounts*	\$0	[\$155] (Part B Deductible)	\$0
Remainder of Medicare Approved Amounts	80%	20%	\$0

OTHER BENEFITS – NOT COVERED BY MEDICARE

FOREIGN TRAVEL – NOT COVERED BY MEDICARE			
Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of Charges	\$0	80% to a lifetime maximum benefit of \$50,000	20% and amounts over the \$50,000 lifetime maximum

**PLAN F or HIGH DEDUCTIBLE PLAN F
MEDICARE (PART A) – HOSPITAL SERVICES – PER BENEFIT PERIOD**

- * A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.
- ** This high deductible plan pays the same benefits as Plan F after one has paid a calendar year [\$2000] deductible. Benefits from the high deductible plan F will not begin until out-of-pocket expenses are [\$2000]. Out-of-pocket expenses for this deductible are expenses that would ordinarily be paid by the policy. This includes the Medicare deductibles for Part A and Part B, but does not include the plan's separate foreign travel emergency deductible.

SERVICES	MEDICARE PAYS	AFTER YOU PAY [\$2000] DEDUCTIBLE, ** PLAN PAYS	IN ADDITION TO [\$2000] DEDUCTIBLE, ** YOU PAY
HOSPITALIZATION * Semiprivate room and board, general nursing and miscellaneous services and supplies First 60 days 61st thru 90th day 91st day and after: – While using 60 lifetime reserve days Once lifetime reserve days are used: – Additional 365 days – Beyond the Additional 365 days	All but [\$1100] All but [\$275] a day All but [\$550] a day \$0 \$0	[\$1100] (Part A Deductible) [\$275] a day [\$550] a day 100% of Medicare Eligible Expenses \$0	\$0 \$0 \$0 \$0 *** All Costs
SKILLED NURSING FACILITY CARE * You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare approved facility within 30 days after leaving the hospital First 20 days 21st thru 100th day 101st day and after	All approved amounts All but [\$137.50] a day \$0	\$0 Up to [\$137.50] a day \$0	\$0 \$0 All Costs
BLOOD First 3 pints Additional Amounts	\$0 100%	3 pints \$0	\$0 \$0
HOSPICE CARE You must meet Medicare's requirements, including a doctor's certification of terminal illness	All but very limited copayment/ coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/ coinsurance	\$0

*** **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time the hospital is prohibited from billing you the balance based on any difference between its billed charges and the amount Medicare would have paid.

**PLAN F or HIGH DEDUCTIBLE PLAN F
MEDICARE (PART B) – MEDICAL SERVICES – PER CALENDAR YEAR**

- * Once you have been billed [\$155] of Medicare-Approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.
- ** This high deductible plan pays the same benefits as Plan F after one has paid a calendar year [\$2000] deductible. Benefits from the high deductible plan F will not begin until out-of-pocket expenses are [\$2000]. Out-of-pocket expenses for this deductible are expenses that would ordinarily be paid by the policy. This includes the Medicare deductibles for Part A and Part B, but does not include the plan's separate foreign travel emergency deductible.

SERVICES	MEDICARE PAYS	AFTER YOU PAY [\$2000] DEDUCTIBLE, ** PLAN PAYS	IN ADDITION TO [\$2000] DEDUCTIBLE, ** YOU PAY
MEDICAL EXPENSES – IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment			
First [\$155] of Medicare Approved Amounts*	\$0	[\$155] (Part B Deductible)	\$0
Remainder of Medicare Approved Amounts	Generally 80%	Generally 20%	\$0
Part B Excess Charges (Above Medicare Approved Amounts)	\$0	100%	\$0
BLOOD			
First 3 pints	\$0	All Costs	\$0
Next [\$155] of Medicare Approved Amounts*	\$0	[\$155] (Part B Deductible)	\$0
Remainder of Medicare Approved Amounts	80%	20%	\$0
CLINICAL LABORATORY SERVICES – TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

PARTS A & B

HOME HEALTH CARE MEDICARE APPROVED SERVICES			
– Medically necessary skilled care services and medical supplies	100%	\$0	\$0
– Durable medical equipment			
First [\$155] of Medicare Approved Amounts*	\$0	[\$155] (Part B Deductible)	\$0
Remainder of Medicare Approved Amounts	80%	20%	\$0

OTHER BENEFITS – NOT COVERED BY MEDICARE

FOREIGN TRAVEL – NOT COVERED BY MEDICARE			
Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of Charges	\$0	80% to a lifetime maximum benefit of \$50,000	20% and amounts over the \$50,000 lifetime maximum

SERFF Tracking Number: AMLC-126496451 State: Arkansas
 Filing Company: Globe Life and Accident Insurance Company State Tracking Number: 44811
 Company Tracking Number: GROUP MEDICARE SUPPLEMENT POLICY FORM GGRMSP10 ET AL
 TOI: MS08G Group Medicare Supplement - Standard Sub-TOI: MS08G.001 Plan A 2010
 Plans 2010
 Product Name: Group Medicare Supplement Policy Form GGRMSP10 et al
 Project Name/Number: Group Medicare Supplement Policy Form GGRMSP10 et al/Group Medicare Supplement Policy Form GGRMSP10 et al

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/11/2010	Form	Medicare Supplement Certificate	03/24/2010	GGRMSAC10ar.pdf (Superseded)
02/11/2010	Form	Medicare Supplement Certificate	03/24/2010	GGRMSBC10ar.pdf (Superseded)
02/11/2010	Form	Medicare Supplement Certificate	03/24/2010	GGRMSCC10ar.pdf (Superseded)
02/11/2010	Form	Medicare Supplement Certificate	03/24/2010	GGRMSFC10ar.pdf (Superseded)

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN A

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE BENEFITS
CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company * Administrative Offices: McKinney, Texas 75070**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.** The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium.

Until You are age 81, Your premiums will increase on each Certificate anniversary solely because of Your age change. Your premiums may also be increased due to increasing health care costs for all Certificates in Your class.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[000000]	[06-01-10]	[06-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment or have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];
- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Individual Insurance for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability. [Evidence of insurability will not be required if the change in coverage is requested during the Open Enrollment Period.]

DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

CALENDAR YEAR means the period beginning on each January 1 and ending on the following December 31.

COINSURANCE AMOUNTS means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

CONTINUOUS PERIOD OF CREDITABLE COVERAGE means the period during which an individual was covered by creditable coverage, if during the period of the coverage the individual had no breaks in coverage greater than sixty-three (63) days.

CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
9. A public health plan as defined in federal regulation; and
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).

[**ELIGIBLE DEPENDENT** means the spouse or surviving spouse of a Group Member.]

ELIGIBLE PERSON means a person who submits evidence of the date of termination, disenrollment, or Medicare Part D enrollment as applies under the following plans: (1) Employee Welfare Benefit Plan; (2) Medicare Advantage plan; (3) Medicare Select Plan, Medicare Risk or Cost Plan, or Medicare HMO plan; or (4) Medicare supplement Certificate.

HOSPITAL means a lawfully operated hospital which has been accredited by the Joint Commission on Accreditation of Hospitals.

HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

INDIVIDUAL INSURANCE means Your coverage under the Group Policy as evidenced by this Certificate.

INJURY means accidental bodily injury which is sustained while this Certificate is in force and includes all injuries resulting from one accident.

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

MEDICARE ADVANTAGE PLAN means a plan of coverage for health benefits under Medicare Part C as defined in 42 U.S.C. 1395w-28(b)(1), and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage plan medical savings account; and (3) Medicare Advantage private fee-for-service plans.

MEDICARE ELIGIBLE EXPENSES means expenses of the kinds covered by Medicare Parts A and B, to the extent recognized as reasonable and medically necessary by Medicare.

PHYSICIAN means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

PRE-EXISTING CONDITION means an Injury sustained or Sickness first manifesting itself prior to the Certificate effective date for which medical advice or treatment was recommended or given by a Physician within 3 months prior to the Certificate effective date.

SICKNESS means illness or disease of an insured person which first manifests itself after the effective date of insurance and while Your Individual Insurance under the Group Policy is in force.

WE, US, OUR and INSURER mean the Globe Life And Accident Insurance Company.

YOU, YOUR, YOURS and INSURED mean the person whose name is shown in the Certificate Schedule.

BASIC CORE BENEFITS

PART 1 BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime reserve day used; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur sharing for all Part A Medicare eligible hospice care and respite care expenses.

PART 5 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this Certificate for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

We may change any premium rate from time to time, subject to any required Insurance Department approval. If We change rates, notice will be given of the change as required by applicable state regulations.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date termination of entitlement. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this policy be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this policy as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in Oklahoma City, Oklahoma or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN B

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE
BENEFITS CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company* Administrative Offices: McKinney, Texas 75070**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.** The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium. Your premiums may also be increased due to increasing health care costs for all Certificates in Your class.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[0000000]	[06-01-10]	[01-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment and have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];
- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Group for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

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DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

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CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
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HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

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BASIC CORE BENEFITS

PART 1 BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime reserve day used; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur for cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

ADDITIONAL BENEFITS

PART 5 MEDICARE PART A DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part A Inpatient hospital deductible amount per Benefit Period.

PART 6 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this Certificate for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

We may change any premium rate from time to time, subject to any required Insurance Department approval. If We change rates, notice will be given of the change as required by applicable state regulations.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date termination of entitlement. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this policy be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this policy as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in McKinney, Texas or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN C

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE BENEFITS
CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.** The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium.

Until You are age 81, Your premiums will increase on each Certificate anniversary solely because of Your age change. Your premiums may also be increased due to increasing health care costs for all Certificates in Your class.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[000000]	[06-01-10]	[01-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment and have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];
- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Individual Insurance for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability. [Evidence of insurability will not be required if the change in coverage is requested during the Open Enrollment Period.]

DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

CALENDAR YEAR means the period beginning on each January 1 and ending on the following December 31.

COINSURANCE AMOUNTS means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

CONTINUOUS PERIOD OF CREDITABLE COVERAGE means the period during which an individual was covered by creditable coverage, if during the period of the coverage the individual had no breaks in coverage greater than sixty-three (63) days.

CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
9. A public health plan as defined in federal regulation; and
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).

[ELIGIBLE DEPENDENT means the spouse or surviving spouse of a Group Member.]

ELIGIBLE PERSON means a person who submits evidence of the date of termination, disenrollment, or Medicare Part D enrollment as applies under the following plans: (1) Employee Welfare Benefit Plan; (2) Medicare Advantage plan; (3) Medicare Select Plan, Medicare Risk or Cost Plan, or Medicare HMO plan; or (4) Medicare supplement Certificate.

EMERGENCY CARE means care needed immediately because of an Injury or an illness of sudden and unexpected onset.

HOSPITAL means a lawfully operated hospital which has been accredited by the Joint Commission on Accreditation of Hospitals.

HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

INDIVIDUAL INSURANCE means Your coverage under the Group Policy as evidenced by this Certificate.

INJURY means accidental bodily injury which is sustained while this Certificate is in force and includes all injuries resulting from one accident.

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

MEDICARE ADVANTAGE PLAN means a plan of coverage for health benefits under Medicare Part C as defined in 42 U.S.C. 1395w-28(b)(1), and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage plan medical savings account; and (3) Medicare Advantage private fee-for-service plans.

MEDICARE ELIGIBLE EXPENSES means expenses of the kinds covered by Medicare Parts A and B, to the extent recognized as reasonable and medically necessary by Medicare.

PHYSICIAN means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

PRE-EXISTING CONDITION means an Injury sustained or Sickness first manifesting itself prior to the Certificate effective date for which medical advice or treatment was recommended or given by a Physician within 3 months prior to the Certificate effective date.

SICKNESS means illness or disease of an insured person which first manifests itself after the effective date of insurance and while Your Individual Insurance under the Group Policy is in force.

SKILLED NURSING FACILITY means a facility certified by Medicare as a Skilled Nursing Facility.

SKILLED NURSING FACILITY STAY means one day or more of confinement within a Skilled Nursing Facility, as a resident patient under the care of a Physician, following a Hospital Stay of at least 3 days. The Skilled Nursing Facility Stay must be for further treatment of the Injury or Sickness requiring the Hospital Stay and begin within 30 days of hospital discharge.

WE, US, OUR and INSURER mean the Globe Life And Accident Insurance Company.

YOU, YOUR, YOURS and INSURED mean the person whose name is shown in the Certificate Schedule.

BASIC CORE BENEFITS

PART 1 BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime reserve day used; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur for cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

ADDITIONAL BENEFITS

PART 5 MEDICARE PART A DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part A Inpatient hospital deductible amount per Benefit Period.

PART 6 BENEFITS FOR SKILLED NURSING FACILITY STAYS - MEDICARE PART A

When You have a posthospital Skilled Nursing Facility Stay which is eligible under Medicare Part A, We will pay the following benefit:

Coverage for the actual billed charges up to the Coinsurance Amount from the 21st day through the 100th day in a Medicare Benefit Period for post-hospital Skilled Nursing Facility care eligible under Medicare Part A .

PART 7 MEDICARE PART B DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part B deductible amount per Calendar Year regardless of Hospital confinement.

PART 8 MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUNTRY

We will pay benefits for coverage to the extent not covered by Medicare for 80% of the billed charges for Medicare Eligible Expenses for Medically Necessary Emergency hospital, physician and medical care received in a foreign country, which care would have been covered by Medicare if provided in the United States and which began during the first 60 consecutive days of each trip outside of the United States, subject to a calendar year deductible of \$250, and a lifetime maximum benefit of \$50,000.

For the purposes of this benefit, "Emergency Care" shall mean care needed immediately because of an Injury or an illness of sudden and unexpected onset.

PART 9 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this policy for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare, except as provided under Part 8.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

We may change any premium rate from time to time, subject to any required Insurance Department approval. If We change rates, notice will be given of the change as required by applicable state regulations.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date termination of entitlement. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this policy be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this policy as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in Oklahoma City, Oklahoma or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

GROUP MEDICARE SUPPLEMENT CERTIFICATE

BENEFIT PLAN F

**COMPANY CANNOT CANCEL CERTIFICATE.
COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE BENEFITS
CHANGE AS PROVIDED IN THE RENEWAL PROVISION.**

**GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184
A Legal Reserve Stock Company**

The Insurer has issued Group Medicare Supplement Policy No. [1234] to: [ABC Association] who shall be called the "Policyholder".

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. This Certificate is not the insurance contract; only the actual policy provisions of the Group Policy will control. Insurance under the Group Policy is effective only if You become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.** The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate which are designed to cover cost sharing amounts under Medicare will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium.

Until You are age 81, Your premiums will increase on each Certificate anniversary solely because of Your age change. Your premiums may also be increased due to increasing health care costs for all Certificates in Your class.

CERTIFICATE SCHEDULE

INSURED	CERTIFICATE NUMBER	EFFECTIVE DATE	INITIAL TERM EXPIRES ON
[John Doe]	[000000]	[06-01-10]	[01-01-11]

If this Certificate is a replacement of an existing policy or Certificate the "PRE-EXISTING CONDITIONS LIMITATIONS PROVISION" does not apply.

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PRE-EXISTING CONDITIONS LIMITATIONS PROVISION

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

If You have a Pre-Existing Condition and qualify for open enrollment or have had a continuous period of creditable coverage for at least 60 days, We cannot exclude coverage based on the Pre-Existing Condition. If the period of creditable coverage is less than 60 days, We will give credit for the amount of time of creditable coverage You have had towards fulfilling the Pre-Existing Condition exclusion period.

If You are an Eligible Person who applied to enroll under this Medicare supplement Certificate not later than 63 days after the date of the termination or disenrollment, and who submitted evidence of the date of termination or disenrollment with the enrollment form, the Pre-Existing Conditions Limitations Provision will not apply.

THE INSURING CLAUSE

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

EXTENDED BENEFIT PROVISION

Termination of the Certificate shall be without prejudice to any continuous loss which commenced while the coverage was in force, but the extension of benefits beyond the period during which the coverage was in force may be conditioned upon the continuous total disability of the Insured, limited to the duration of the Group Policy benefit period, if any, or payment of the maximum benefits. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

PERSONS ELIGIBLE FOR COVERAGE

To be eligible for coverage under the Group Policy, You must:

1. be a member of the Group to which the Group Policy was issued [or the Eligible Dependent];
- [2. be age 65 or older;]
- [3.] be eligible for Medicare;
- [4.] be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect; and
- [5.] have no other Medicare Supplement coverage.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of Individual Insurance for You shall be the Certificate effective date shown on the Certificate Schedule.

Request for Change in Insured's Coverage:

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability. [Evidence of insurability will not be required if the change in coverage is requested during the Open Enrollment Period.]

DEFINITIONS

Where used in this Certificate:

BENEFIT PERIOD means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

CALENDAR YEAR means the period beginning on each January 1 and ending on the following December 31.

COINSURANCE AMOUNTS means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

CONTINUOUS PERIOD OF CREDITABLE COVERAGE means the period during which an individual was covered by creditable coverage, if during the period of the coverage the individual had no breaks in coverage greater than sixty-three (63) days.

CREDITABLE COVERAGE means coverage of an individual provided by any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10 United States Code (CHAMPUS);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5 United States Code (Federal Employees Health Benefits Program);
9. A public health plan as defined in federal regulation; and
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).

[ELIGIBLE DEPENDENT means the spouse or surviving spouse of a Group Member.]

ELIGIBLE PERSON means a person who submits evidence of the date of termination, disenrollment, or Medicare Part D enrollment as applies under the following plans: (1) Employee Welfare Benefit Plan; (2) Medicare Advantage plan; (3) Medicare Select Plan, Medicare Risk or Cost Plan, or Medicare HMO plan; or (4) Medicare supplement Certificate.

EMERGENCY CARE means care needed immediately because of an Injury or an illness of sudden and unexpected onset.

HOSPITAL means a lawfully operated hospital which has been accredited by the Joint Commission on Accreditation of Hospitals.

HOSPITAL STAY means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

INDIVIDUAL INSURANCE means Your coverage under the Group Policy as evidenced by this Certificate.

INJURY means accidental bodily injury which is sustained while this Certificate is in force and includes all injuries resulting from one accident.

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

MEDICARE ADVANTAGE PLAN means a plan of coverage for health benefits under Medicare Part C as defined in 42 U.S.C. 1395w-28(b)(1), and includes: (1) Coordinated care plans which provide health care services, including but not limited to health maintenance organization plans (with or without a point-of-service option), plans offered by provider-sponsored organizations, and preferred provider organization plans; (2) Medical savings account plans coupled with a contribution into a Medicare Advantage plan medical savings account; and (3) Medicare Advantage private fee-for-service plans.

MEDICARE ELIGIBLE EXPENSES means expenses of the kinds covered by Medicare Parts A and B, to the extent recognized as reasonable and medically necessary by Medicare.

PHYSICIAN means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

PRE-EXISTING CONDITION means an Injury sustained or Sickness first manifesting itself prior to the Certificate effective date for which medical advice or treatment was recommended or given by a Physician within 3 months prior to the Certificate effective date.

SICKNESS means illness or disease of an insured person which first manifests itself after the effective date of insurance and while Your Individual Insurance under the Group Policy is in force.

SKILLED NURSING FACILITY means a facility certified by Medicare as a Skilled Nursing Facility.

SKILLED NURSING FACILITY STAY means one day or more of confinement within a Skilled Nursing Facility, as a resident patient under the care of a Physician, following a Hospital Stay of at least 3 days. The Skilled Nursing Facility Stay must be for further treatment of the Injury or Sickness requiring the Hospital Stay and begin within 30 days of hospital discharge.

WE, US, OUR and INSURER mean the Globe Life And Accident Insurance Company.

YOU, YOUR, YOURS and INSURED mean the person whose name is shown in the Certificate Schedule.

BASIC CORE BENEFITS

PART 1 BENEFITS FOR HOSPITAL STAYS - MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare benefit period;
- 2) Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime reserve day used; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage, including the lifetime reserve days, coverage of 100% of the Medicare Part A eligible expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the issuer's payment as payment in full and may not bill the insured for any balance.

PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for coverage under Medicare Parts A and B for the reasonable cost of the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under Federal regulations), unless replaced in accordance with Federal regulations.

PART 3 BENEFITS FOR MEDICAL EXPENSE - MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

Coverage for the coinsurance amount, or in the case of hospital outpatient department services paid under a prospective payment system, the copayment amount, of Medicare Eligible Expenses under Part B regardless of hospital confinement, subject to the Medicare Part B deductible.

Under this PART 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under PART 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

PART 4 HOSPICE CARE BENEFIT

We will pay the expense You incur for cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

ADDITIONAL BENEFITS

PART 5 MEDICARE PART A DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part A Inpatient hospital deductible amount per Benefit Period.

PART 6 BENEFITS FOR SKILLED NURSING FACILITY STAYS - MEDICARE PART A

When You have a posthospital Skilled Nursing Facility Stay which is eligible under Medicare Part A, We will pay the following benefit:

Coverage for the actual billed charges up to the Coinsurance Amount from the 21st day through the 100th day in a Medicare Benefit Period for post-hospital Skilled Nursing Facility care eligible under Medicare Part A .

PART 7 MEDICARE PART B DEDUCTIBLE BENEFIT

We will pay the expense You incur for all of the Medicare Part B deductible amount per Calendar Year regardless of Hospital confinement.

PART 8 100% EXCESS EXPENSE BENEFIT - MEDICARE PART B

We will pay 100% of the difference between the actual Medicare Part B charge as billed, not to exceed any charge limitation established by the Medicare program or state law, and the Medicare-approved Part B charge.

PART 9 MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUNTRY

We will pay benefits for coverage to the extent not covered by Medicare for 80% of the billed charges for Medicare Eligible Expenses for Medically Necessary Emergency hospital, physician and medical care received in a foreign country, which care would have been covered by Medicare if provided in the United States and which began during the first 60 consecutive days of each trip outside of the United States, subject to a calendar year deductible of \$250, and a lifetime maximum benefit of \$50,000.

For the purposes of this benefit, "Emergency Care" shall mean care needed immediately because of an Injury or an illness of sudden and unexpected onset.

PART 10 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this policy for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare, except as provided under Part 9.

CERTIFICATE PROVISIONS

PREMIUM PAYMENT: Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the initial term expires.

The effective date of this Certificate and the date the initial term expires are shown in the Certificate Schedule. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

Upon Your death, We will refund any premiums paid in Your behalf, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

If death is due to Injury and this policy provides for the refund of premiums for death due to Injury, only one benefit will be paid, the largest.

We may change any premium rate from time to time, subject to any required Insurance Department approval. If We change rates, notice will be given of the change as required by applicable state regulations.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

ENTIRE CONTRACT; CHANGES: The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: Two years after the effective date of the Group Policy, only fraudulent misstatements by the Policyholder shall be used to void the Policy. After two years from the effective date of Individual Insurance, only fraudulent misstatement on Your enrollment form may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

MISSTATEMENT OF AGE: If Your age is misstated on the enrollment form for individual Insurance, the coverage provided will be that which the premium submitted would have purchased at Your correct age. If Your correct age as of the effective date of Individual Insurance would have caused Us to refuse coverage to You, We will only be responsible for the return of all premiums paid, less the amount of any claims which have been paid.

GRACE PERIOD: This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this Certificate will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID: By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period effective as of the date termination of entitlement. We will reinstitute Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

SUSPENSION OF COVERAGE WHILE ENTITLED TO BENEFITS UNDER A GROUP HEALTH PLAN: By written notice to Us, You may request that benefits and premiums for You under this policy be suspended (for any period that may be provided by federal regulation) if You are entitled to benefits under Section 226(b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). Written notice must be received by Us within 90 days after the date You become entitled to coverage under the group health plan. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid.

If Your entitlement to coverage under the group health plan ends, You must send Us written notice of the loss of such entitlement within 90 days and pay the premium attributable to the period, effective as of the date of termination of enrollment in the group health plan. We will reinstitute Your benefits and premiums under this policy as of the date Your entitlement ended. The reinstated coverage shall be the same as if no suspension had occurred.

Reinstitution of these coverages: (1) Shall not provide for any waiting period with respect to treatment of Pre-Existing Conditions; (2) Shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and (3) Shall provide for classification of premiums on terms at least as favorable to the policyholder as the premium classification terms that would have applied to the policyholder had the coverage not been suspended.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

CONVERSION: If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

1. The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
2. You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will give all the necessary information to an Insured who is entitled to convert so that application may be made. We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

1. A policy whose benefits are identical to those covered under the Group Policy; or
2. Any individual Medicare Supplement policy then being offered in Your state to a person of Your gender and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your gender and age at the time of issue of the conversion policy.

NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in Oklahoma City, Oklahoma or to Our designee.

Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

PROOF OF LOSS: You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of loss, We will pay all benefits then due for such loss.

PAYMENT OF CLAIMS: Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PHYSICAL EXAMINATIONS: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTIONS: No legal action may be brought to recover on this Group Policy within 60 days after written proof of loss has been given as required by this Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

ASSIGNMENT: No assignment under this Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

IMPORTANT NOTICE

This notice is to advise You that, should any problems arise concerning this insurance, You may contact the following:

Consumer Service Department
Globe Life and Accident Insurance Company
P. O. Box 2440
McKinney, Texas 75070
Telephone: (972) 529-5085

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201
Telephone: (800) 852-5494 or
(501) 371-2640

Agent's Name: _____

Agent's Address: _____

Telephone: _____
