

SERFF Tracking Number: FRSS-126473849 State: Arkansas  
Filing Company: The Independent Order of Foresters State Tracking Number: 46078  
Company Tracking Number:  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: ACC Life  
Project Name/Number: /

## Filing at a Glance

Company: The Independent Order of Foresters

Product Name: ACC Life

TOI: H02I Individual Health - Accident Only

Sub-TOI: H02I.000 Health - Accident Only

Filing Type: Form

SERFF Tr Num: FRSS-126473849 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 46078

Co Tr Num:

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

Date Submitted: 06/28/2010

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 07/19/2010

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/19/2010

Deemer Date:

Submitted By: Gita Lakhan

Filing Description:

RE: The Independent Order of Foresters

NAIC #763-58068; FEIN: 980000680

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

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

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 07/19/2010

Created By: Kerry Shields

Corresponding Filing Tracking Number:

Product Type: Accidental Death Term Insurance Certificate

Marketing Name: Foresters Prepared

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#### Forms Submitted for Approval:

##### Submitted form Name/Description

ADTERM-US01-2010 Foresters Prepared – Accidental Death Term Insurance - Level premium and death benefit to age 75.

ADTERM-DIR-US01-2010 Disability Income Rider (Accident Only)

ADTERM-ROP-US01-2010 Return of Premium Rider

ADTERM-WP-US01-2010 Waiver of Premium Rider (Accident Only)

770637 AR01 05/10 Application for Accidental Death Term Insurance

ADTERM-Notice-US01-2010 Notices -discloses privacy rights and information practices.

#### Supporting Form:

##### Form Number Form Description

ADTERM-OC-US01-2010 Outline of Coverage

The above-listed forms are submitted for your review and approval as a health filing. No part of this filing contains any unusual or possibly controversial items from normal industry standards. Approval of these forms is not required by the Insurance Laws of Canada where this Society is domiciled. These forms do not replace any previously approved forms. This product will be offered through independent distributors. Sales are targeted to low to middle income individuals who cannot afford individual life insurance, individuals who, because of health issues do not qualify for individual life insurance and those wishing to supplement their life insurance coverage by purchasing accident only coverage.

All issue age ranges and benefit ranges listed herein are our current intended ranges. We may make adjustments to those ranges if the marketplace requires such a change.

Accidental Death Term Insurance pays a lump sum death benefit if the insured dies, as a result of and within 180 days of, an accidental bodily injury that occurs while the certificate is in effect. The certificate has guaranteed level premiums to expiry and it is noncancellable and guaranteed renewable to age 75. The certificate does not generate cash values. Premium rates for the certificate vary by issue age and gender. The current issue age range is 18 to 60 and current face amount range is \$50,000 to \$300,000.

Disability Income Rider (Accident Only) -This rider pays a monthly benefit following a 90-day elimination period, for a maximum of 2 periods of 24 months, in the event of the insured's total disability as a result of an accidental bodily injury. The amount of the monthly benefit is selected at issue, with the current range being from \$300.00 to the lower of \$2,000 per month or 60% of the insured's monthly income at the time of application.

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Return of Premium Rider -This rider provides for a return of a percentage of the premiums paid for the certificate and eligible riders when the certificate terminates for any reason other than death of the insured. The percentage returned varies by duration and reaches 100% in year 15, 20, 25 or 30, depending on the issue age of the insured.

Waiver of Premium Rider (Accident Only) –This rider waives the total premium required on a premium due date for the certificate and all riders if the insured is totally disabled, as a result of an accident, on that date. If total disability occurs before the certificate anniversary on which the insured is age 60, the benefit will be provided for as long as total disability lasts, while the certificate is in effect. If disability occurs on or after the certificate anniversary on which the insured is age 60, the benefit will be provided to the earlier of the date disability ends and the certificate anniversary on which the insured is age 65.

The Outline of Coverage, filed as a supporting document herein, is provided to the applicant at the time of the sale. It includes required disclosure information for the base certificate and optional riders. The required acknowledgment of receipt of the outline of coverage is contained within the application.

The Notices form discloses our privacy and information handling practices to the applicant and informs them of their rights.

This product and riders are offered using a simplified underwriting process. The Application for Accidental Death Term Insurance contains questions which allow for a simple Issue/Decline underwriting process.

The Application for Accidental Death Term Insurance contains questions which allow for a simple “issue/decline” decision. As this is an “accident only” product it is offered using a simplified underwriting process with no Medical Information Bureau (MIB) or other database checks required. The application will always be provided to the applicant in paper format for their review and wet (ink) signature.

Depending on the method of generation and printing for these forms, the formatting and fonts may be slightly altered but all content will remain identical to the approved forms. The font size will never be less than the size required in your state.

We have enclosed copies of the forms submitted for approval, supporting documents, including actuarial memorandums, and any required transmittals, certifications or fees. If I may provide any additional information relating to this submission, please feel free to contact me at (416) 429-3000 ext. 4066 or by email at [kshields@foresters.com](mailto:kshields@foresters.com).

Sincerely,

Kerry Shields

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Compliance Analyst

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

Fee Required? Yes  
Fee Amount: \$300.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Independent Order of Foresters	\$300.00	06/28/2010	37616892

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/19/2010	07/19/2010

*SERFF Tracking Number:* FRSS-126473849      *State:* Arkansas  
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## **Disposition**

Disposition Date: 07/19/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form	Foresters Prepared	Approved-Closed	Yes
Form	Disability Income Rider (Accident Only)	Approved-Closed	Yes
Form	Waiver of Premium Rider (Accident Only)	Approved-Closed	Yes
Form	Return of Premium Rider	Approved-Closed	Yes
Form	Application for Accidental Death Term Insurance	Approved-Closed	Yes
Form	Notices	Approved-Closed	Yes
Rate	Premium Rates	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 07/19/2010	ADTERM-US01-2010	Certificate	Foresters Prepared	Initial		53.800	ADTERM-US01-2010.pdf
Approved-Closed 07/19/2010	ADTERM-DIR-US01-2010	Certificate	Disability Income Amendmen Rider (Accident Only)	Initial	t, Insert Page, Endorseme nt or Rider	51.100	ADTERM-DIR-US01-2010.pdf
Approved-Closed 07/19/2010	ADTERM-WP-US01-2010	Certificate	Waiver of Premium Amendmen Rider (Accident Only)	Initial	t, Insert Page, Endorseme nt or Rider	50.300	ADTERM-WP-US01-2010.pdf
Approved-Closed 07/19/2010	ADTERM-ROP-US01-2010	Certificate	Return of Premium Amendmen Rider	Initial	t, Insert Page, Endorseme nt or Rider	50.900	ADTERM-ROP-US01-2010.pdf
Approved-Closed 07/19/2010	770637 AR01 05/10	Application/Enrollment Form	Application for Accidental Death Term Insurance	Initial		52.500	770637 AR01-0510.pdf
Approved-Closed 07/19/2010	ADTERM-Notice-US01-2010	Application/Enrollment Form	Application/Notices Enrollment Form	Initial		50.000	ADTERM-Notices-US01-2010.pdf

# The Independent Order Of Foresters ('Foresters')

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

U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]  
[1-800-828-1540]

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

## [Foresters Prepared]

### ACCIDENTAL DEATH TERM INSURANCE CERTIFICATE.

This is an **ACCIDENT ONLY CERTIFICATE**. It does not pay benefits due to sickness.

The Independent Order of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of this certificate, pay the death benefit upon our receipt of proof of the insured's accidental death.

**NONCANCELLABLE AND GUARANTEED RENEWABLE TO AGE [75]**, the certificate has guaranteed level premiums and as long as you pay these premiums, when due, we cannot, prior to the certificate expiry date, cancel the coverage provided by the certificate. Premiums are shown in the *Certificate Data Pages*.

**PARTICIPATING**, eligible to receive dividends.

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

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

### PLEASE READ THIS CERTIFICATE CAREFULLY.

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

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

[  ]

**Executive Secretary**

[  ]

**International Fraternal President**

## [Foresters Prepared]

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

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

Premiums payable for the certificate and each attached rider, if any, based on an annual payment mode are shown in the *Certificate Data Pages*.

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

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## Certificate Data Pages

Insured Owner	[John Doe] [Jane Smith]	Issue Age and Sex of Insured	[35] [Male]
Issue Date	[May 2, 2010]	Certificate Number	[1234567]
Face Amount	[\$50,000.00]	Branch Number	[1234]
Total Premium	[\$19.08]	Currency	United States
		Payment Mode	[Monthly]

### [Foresters Prepared] Certificate

Provides accidental death insurance to the certificate expiry date, subject to the Renewal provision, with guaranteed level premiums for the certificate. The certificate expiry date is the certificate anniversary on which the insured is [75] years old. This certificate cannot be kept in effect after the certificate expiry date. The first total premium is due on [May 2, 2010].

This certificate is eligible to participate in our divisible surplus, however dividends are not guaranteed and are not expected or anticipated to be paid by us under this certificate.

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

Summary of Benefits Provided			
Coverage	Benefit Amount	Expiry Date*	Annual Premium
Certificate Face Amount	[\$50,000]	[May 2, 2050]	[\$104.50]
[Disability Income Rider (Accident Only)]***	[\$750]	[May 2, 2040]	[\$67.35]**
[Return of Premium Rider]		[May 2, 2050]	[\$34.37]
[Waiver of Premium Rider (Accident Only)]		[May 2, 2040]	[\$2.00]

Each rider listed above, if any, is an attachment to the certificate. To calculate the amount of the premium for the certificate or a rider, for a payment mode other than annual, multiply the annual premium shown for the certificate or that rider by [.533333] for [semi-annual], [.275000] for [quarterly] and [.091667] for [monthly].

\* Latest coverage expiry date, assuming all premiums are paid as due. Coverage may end earlier than the expiry date as described within the certificate or applicable rider, if any.

\*\* This premium amount is subject to increase(s). Refer to the applicable rider.]

\*\*\*The Disability Income Rider (Accident Only) waiting period is [90] days and the maximum benefit period is [24] months.]

Premium Schedule				
	Annual	Semi-Annual	Quarterly	Monthly
Total Premium	[\$208.22]	[\$111.05]	[\$57.26]	[\$19.08]

After the issue date not all payment modes shown may be available.

Each total premium shown above includes the applicable certificate fee.

	Annual	Semi-Annual	Quarterly	Monthly
Certificate Fee	[\$60.00]	[\$32.00]	[\$16.50]	[\$5.50]

[

## Certificate Data Pages

<b>Table of Return of Premium Benefit Percentages</b>			
<b>Certificate Anniversary</b>	<b>Benefit Percentage (%)</b>	<b>Certificate Anniversary</b>	<b>Benefit Percentage (%)</b>
[1]	[0.00]	[21]	[30.00]
[2]	[0.00]	[22]	[35.00]
[3]	[0.00]	[23]	[40.00]
[4]	[0.00]	[24]	[45.00]
[5]	[0.00]	[25]	[50.00]
[6]	[3.00]	[26]	[60.00]
[7]	[4.00]	[27]	[70.00]
[8]	[5.00]	[28]	[80.00]
[9]	[6.00]	[29]	[90.00]
[10]	[7.00]	[30]	[100.00]
[11]	[9.00]	[31]	[100.00]
[12]	[11.00]	[32]	[100.00]
[13]	[13.00]	[33]	[100.00]
[14]	[15.00]	[34]	[100.00]
[15]	[17.00]	[35]	[100.00]
[16]	[19.00]	[36]	[100.00]
[17]	[21.00]	[37]	[100.00]
[18]	[22.00]	[38]	[100.00]
[19]	[23.00]	[39]	[100.00]
[20]	[25.00]	[40]	[100.00]

## Certificate Data Pages

<b>Table of Return of Premium Values</b>			
<b>Certificate Year</b>	<b>Benefit Amount (\$) (end of Certificate Year)</b>	<b>Certificate Year</b>	<b>Benefit Amount (\$) (end of Certificate Year)</b>
[1]	[0.00]	[21]	[1,442.45]
[2]	[0.00]	[22]	[1,762.99]
[3]	[0.00]	[23]	[2,106.43]
[4]	[0.00]	[24]	[2,472.77]
[5]	[0.00]	[25]	[2,862.00]
[6]	[41.21]	[26]	[3,571.78]
[7]	[64.11]	[27]	[4,327.34]
[8]	[91.58]	[28]	[5,128.70]
[9]	[123.64]	[29]	[5,975.86]
[10]	[160.27]	[30]	[6,868.80]
[11]	[226.67]	[31]	[7,006.80]
[12]	[302.23]	[32]	[7,144.80]
[13]	[386.94]	[33]	[7,282.80]
[14]	[480.82]	[34]	[7,420.80]
[15]	[583.85]	[35]	[7,558.80]
[16]	[696.04]	[36]	[7,696.80]
[17]	[817.39]	[37]	[7,834.80]
[18]	[906.68]	[38]	[7,972.80]
[19]	[1,000.56]	[39]	[8,110.80]
[20]	[1,144.80]	[40]	[8,248.80]

If the Return of Premium Rider is terminated but the certificate remains in effect, the benefit would be paid on the rider payment date, if the insured is alive on that date.

The values shown above are as of the end of the applicable certificate year. The calculation of those values is based upon the information shown in the *Certificate Data Pages* and assumes that the Return of Premium Rider is in effect, the eligible premiums will be paid as due and that no changes will be made to the insurance contract.

Eligible rider(s):

- [Disability Income Rider (Accident Only)]
- [Return of Premium Rider]
- [Waiver of Premium Rider (Accident Only)]

## Definitions

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

**Accidental death** – Death that:

1. Is caused, directly and independently from all other causes, by an injury that occurs while this certificate is in effect; and
2. Occurs within 180 days of that injury.

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

**Application** – The application that was completed and signed for this certificate and each attached rider.

**Attached rider(s)** – Each rider, if any, listed in the *Certificate Data Pages*.

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

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

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

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

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

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

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

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

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

**Expiry Date** – The date shown in the *Certificate Data Pages* as the expiry date for this certificate.

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

**Injury** - An accidental bodily injury that is the direct result of an accident, independent of an illness, disease, condition or bodily infirmity.

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

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

**Our records** – The records at our head office and records stored elsewhere on our behalf, with our consent.

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

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

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

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

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

## Consideration

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

## Entire Contract

The entire contract consists of each of the following:

1. The insurance contract, including agreements and endorsements to it.
2. The application for this certificate and each attached rider, if any.
3. Notifications we send to you confirming changes made, after the issue date, to this certificate or a rider.
4. Our Instrument of Incorporation, Constitution, and the respective amendments.

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

No one, including the producer who provided you with this certificate, can make a promise or representation about the entire contract other than what is described in the entire contract. A change to the insurance contract is not valid unless the change is approved by our executive secretary and it is endorsed on, or attached to, the insurance contract.

## When this Certificate is in Effect

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

- At least the first total premium was provided on or before the date we delivered this certificate to you and is honored by the financial institution from which it is to be drafted.
- The insurability of the insured did not change between the date the application was signed by the insured and the issue date.

This certificate ends on the earliest of the following dates:

- The expiry date for this certificate.
- The date of death of the insured.
- The day we receive, as shown in our records, your signed request to end this certificate.
- The day this certificate lapses, as described in the *Grace Period* provision.

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

## Control of the Insurance Contract

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

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

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

## **Assignment**

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

## **Beneficiaries**

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

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

## **Payment to Beneficiary**

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

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

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

## **Death Benefit**

### **Payment of Death Benefit**

Subject to the terms and conditions of the entire contract, we will pay the death benefit upon our receipt of due proof of the insured's accidental death.

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

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

### **Amount of Death Benefit**

The death benefit is equal to:

- the face amount in effect on the date of death of the insured; plus
- unearned premiums, if any; minus
- the amount of the debt, if any.

The amount of the unearned premium will be that portion of the total premium that was paid to us to provide coverage for a period of time beyond the end of the certificate month of the insured's death.

### **Notice of Claim**

Written notice of claim for the death benefit must be received by us, at our head office, within the 30 day period following the date of the accidental death of the insured, or as soon thereafter as reasonably possible. Written notice should contain enough information to identify the insured. This requirement can also be met by giving written notice to one of our authorized representatives within the time period mentioned above.

### **Claim Forms**

After we receive notice of claim, we will send you the forms that are to be used to file a claim under this certificate. If you have not received these forms within 15 days after sending us notice of claim, you shall be deemed to have complied with the requirements as to submission of proof of loss upon submitting, within the timeframes described in the Proof of Loss provision, written proof as follows:

- The date and nature of the death of the insured.
- The date and nature of the injury that caused that death.

## Proof of Loss

You must provide us with written proof of the accidental death of the insured within the 180 day period following the date of that accidental death. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

## Excluded Risks

We will not pay the death benefit if the insured's death results directly or indirectly from any of the following:

- Suicide, attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or participation in a motor sport.
- Sky diving, gliding, parachuting, ultra-lighting, parasailing or bungee jumping.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of an accidental cut or wound.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an injury.
- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- Injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:
  - A test or report completed by or at the direction of a coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
    1. A narcotic in the body of the insured, regardless of the measurement or quantity.
    2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
  - A coroner, law enforcement or government report indicates that, as a result of testing, it was determined that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of alcohol or an intoxicant, above the legal limit, or a narcotic.

A narcotic does not include a drug that was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.

## **Incontestability**

We will not contest the validity of this certificate, based upon statements made in the application, after it has been in effect during the lifetime of the insured for two years.

Similarly, statements made, after the issue date, in an application for the addition of a rider or reinstatement will be incontestable two years after the effective date as shown in our records of such addition or reinstatement. Our right to contest based upon statements made in an application for an addition will only apply to the coverage provided by that addition.

## **Physical Examination and Autopsy**

If a claim is made under this certificate or a rider, we reserve the right to obtain, at our expense and as reasonably necessary, a physical examination of the insured by a medical professional selected by us. We also reserve the right, at our own expense and where not prohibited by law, to request an autopsy of the insured while a claim for the death benefit is pending.

## **Paying Premiums**

The amount of the total premium is shown in the *Certificate Data Pages*. This amount will change if a rider ends, is added after the issue date or the premium for a rider changes. We will notify you if the amount of the total premium changes. The first total premium is due on the issue date. You will then need to pay each total premium when due to keep this certificate in effect.

Other than the first total premium, each total premium is due, without notice from us, on the premium due date for that total premium. The premium due dates are based on the payment mode in effect. If the payment mode in effect is annual, the premium due dates will be on each certificate anniversary. If the payment mode in effect is more often than annual, these dates will fall on the same day of the month as the issue date, based on that payment mode. For example, if the payment mode in effect is monthly and your issue date is March 4, your premium due dates will be on the 4<sup>th</sup> of each month.

The payment mode and payment method in effect is the mode and method elected in the application, unless changed as shown in our records.

The sum of the total premiums payable over a certificate year may depend on the payment mode in effect. That sum may be less if you pay based on a payment mode other than the monthly payment mode. Subject to our administrative rules in effect at the time, you may change your payment mode or payment method. Contact our head office to find out what method is available and the total premium payable if another available mode is elected.

Total premiums may be paid by mail sent to our U.S. mailing address or to our head office and each is considered paid on the business day we receive it at our head office. You may also make payment to our Executive Secretary. If requested, we will provide a receipt for the total premium paid, signed by our Executive Secretary.

## **Grace Period**

If a total premium is not paid in full on or before its premium due date, you have 31 days from that premium due date to pay us that total premium. This 31 day period is called the grace period.

This certificate will lapse at midnight on the last day of the grace period if you have not paid us that total premium by that day. Payments received after, if sent by U.S. mail and postmarked during, the grace period will be accepted. Upon lapse, this certificate will no longer be in effect. This means our liability ends and no death benefit would be paid.

If the insured dies during the grace period, we will reduce the death benefit payable by the overdue amount.

## **Reinstatement**

If this certificate lapses and we, or one of our representatives, authorized by us to accept total premium on a lapsed certificate, accept a total premium without requiring an application for reinstatement to be completed, then the certificate is automatically reinstated, effective as of the date that the total premium is accepted. Our Executive Secretary is the only representative authorized to accept a total premium on a lapsed certificate.

If we require that an application for reinstatement be completed when a total premium on a lapsed certificate is accepted, you will be given a conditional receipt for that premium. If the application for reinstatement is approved by us, the certificate will be reinstated, effective as of the date of that approval. If the application for reinstatement is not approved by us, the certificate will automatically be reinstated, effective the 45<sup>th</sup> day after the date of the conditional receipt, unless prior to that date we notified you of our disapproval.

The reinstated certificate only provides coverage for death if the injury occurs after the effective date of the reinstatement. In all other respects your and our rights under the reinstated certificate will be the same as they were immediately before the certificate lapsed, subject to provisions endorsed on or attached to the reinstated certificate, if any.

## **Misstatement of Age or Sex**

If the age or sex of the insured under this certificate is misstated at issue, the face amount and the rider benefit amount(s), if any, will be adjusted either upward or downward. The revised amounts for the certificate and riders, if any, will be that which the premium paid, for that coverage, would have purchased for the correct age and sex, according to our rates in effect on the issue date.

## **Legal Actions**

No action at law or in equity shall be brought to recover on this certificate, or a rider, until at least 60 days after the date that written proof of loss has been provided as required. No such action shall be brought more than three years after the date written proof of loss is required to be furnished.

## **Dividends**

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

1. Have the dividend paid in cash.
2. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than three and one half percent per year.
3. Use the dividend to reduce total premiums owed or payable under this certificate.

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

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

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

## **Law Applicable**

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

## **Limiting Effect of our Constitution**

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

## **Suspension or Expulsion**

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

## **Maintenance of Reserves**

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

## **Notification**

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

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

Our head office address is:

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

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

Attn: Certificate Services].

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

## **The Independent Order Of Foresters ('Foresters')**

A Fraternal Benefit Society Organized 1874

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

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

### **[Foresters Prepared]**

Accidental Death Term Insurance Certificate

Accident Only Certificate.

Death benefit payable due to the insured's accidental death.

Benefits not payable due to sickness.

Noncancellable and guaranteed renewable to age [75].

Premiums shown in Certificate Data Pages.

Participating.

This is the last page of this certificate.

# The Independent Order Of Foresters ('Foresters')

## Disability Income Rider (Accident Only)

Guaranteed renewable to age 65.

Provides, subject to the terms of the entire contract, a benefit that is payable while the insured is totally disabled as a result of an injury. It does not provide benefits for loss due to sickness.

If this rider was an attachment to a certificate on the certificate issue date, certificate means that certificate. The benefit amount on the day this rider comes into effect, waiting period, maximum benefit period and the expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not an attachment to a certificate on the certificate issue date, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The benefit amount on the day this rider comes into effect, waiting period, maximum benefit period and the expiry date for this rider, are shown in that notification.

Subject to the *End of Rider* provision, this rider is guaranteed to be in effect up to the expiry date for this rider, as long as you pay the total premium when due, as described in the certificate.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Disability Income Rider (Accident Only)".

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

### Definitions

For purposes of this rider:

*Actively employed* means legally employed or self-employed in an occupation for an income directly from that occupation.

*Income* means the salary, wages, bonuses, commissions, fees and other monetary payments regularly earned by the insured from an occupation. Income does not include monies from another source, including from or as investments, dividends, interest, rent, royalties, annuities, distribution of deferred compensation or pension plans, sick pay, benefits received under a wage or salary continuation plan, or other benefit programs.

*Occupation* means a business, trade, profession, vocation or calling but shall not include avocations, hobbies, seasonal or temporary work or a business operating from the insured's home unless 50% of the insured's job related to that business is performed away from the insured's home.

*Own occupation* means the occupation in which the insured is actively employed on the date that the total disability, for which a claim is being made, started. If the insured was actively employed in more than one occupation on that date, own occupation shall be that occupation in which the insured was actively employed for the most hours during the week immediately preceding that date.

*Physician* is a duly licensed medical practitioner while acting within the scope of an active license to practice medicine in the United States. The physician cannot be you, the insured or a relative of either you or the insured, including a brother, sister, parent, spouse or child of either you or the insured or the spouse of such person. The physician cannot be a business associate of you or the insured.

*Recurrent disability* means total disability that occurs within four months of the end of the last total disability and is due to the same, or a related, injury as the last total disability.

*Seasonal or temporary work* mean employment that would be, but for the injury, for a duration of less than 26 weeks during a period of 52 consecutive weeks.

*Total Disability and Totally Disabled* mean:

- For purposes of the first injury, the inability of the insured, solely due to injury independently of any other cause or contributing factor, to substantially perform the essential and material duties of the insured's own occupation and the insured is not in fact working or earning income from that occupation.
- For purposes of the second injury, the inability of the insured, solely due to injury independently of any other cause or contributing factor, to substantially perform the essential and material duties of any occupation for which the insured may be qualified by reason of education, training or experience and the insured is not in fact working or earning income in any occupation.

## **When This Rider Comes Into Effect**

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

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

## End of Rider

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day we receive, as shown in our records, your signed request to end this rider.
- The day the certificate is no longer in effect as described in the certificate.
- The first day following the last day of the maximum benefit period for which benefits have been paid due to a second injury.

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

## Paying Premiums

Subject to the *End of Rider* provision, to keep this rider in effect up to the expiry date for this rider, you need to pay the total premium when due, as described in the certificate. The total premium, up to the expiry date for this rider, includes the required premium for this rider.

The premium for this rider shown in the *Certificate Data Pages* or in the notification sent with this rider is not guaranteed. We can increase the premium for this rider but not more than once in every 12 month period. Each increase will be subject to the approval of the insurance regulator for the state governing this rider, if required. We will send you 45 days notice of the premium increase.

There will be no premium increase because the insured's health worsens or the insured's occupation changes. Each premium increase will be made on a uniform basis that does not discriminate unfairly within a class of lives insured.

## Benefit

Subject to the provisions of the entire contract, we will pay you the benefit amount for each completed month of the insured's total disability, that follows after the completion of the waiting period, provided we receive due proof of the insured's total disability and each of the following:

- That total disability is due to an injury that occurred while this rider is in effect.
- That total disability begins while this rider is in effect and within 180 days of that injury.
- That total disability is continuous throughout the entire waiting period.
- The insured is actively employed for at least 30 hours, including paid vacation time, during the week immediately preceding the date of that total disability.
- The insured is under the care of a physician due to that total disability. This requirement is waived if the insured has reached the maximum point of recovery yet is still totally disabled under the terms of this rider.

## **Amount of the Benefit**

The amount of the benefit is the benefit amount in effect on the date that total disability begins.

The insured is not entitled to duplicate benefits for total disability contributed to or caused by multiple injuries. The benefit will be paid as if the total disability was the result of only one injury.

## **First and Second Injury**

This rider provides for payment of the benefit for a maximum benefit period and subject to the waiting period, as described in this rider, for a maximum of two separate and independent injuries.

If the insured is actively employed in any occupation for a period of four consecutive months after benefits payable for the first injury have ceased, this rider provides for payment of the benefit due to total disability of the insured from a second injury that occurs while this rider is in effect. An aggravation of the first injury due to a second injury will be considered as a second injury and not as a recurrence of the first injury.

The definition of total disability is different for the first injury and the second injury. See the *Definitions* provision.

## **Waiting Period**

A waiting period separately applies to the first injury and to the second injury. No benefit will be paid for total disability, whether due to a first or second injury, during the waiting period. The first day of the waiting period begins on the first day of total disability and not on the date of the injury.

A recurrent disability will be considered a continuation of the last total disability. We will not apply a new waiting period to a recurrent disability. If however, the insured's total disability did not exceed the waiting period, the balance of the waiting period will apply to that recurrent disability.

## **Maximum Benefit Period**

A maximum benefit period applies separately to the first injury and to the second injury. The maximum benefit period is the total period of time for which the benefit will be paid regardless of how long the insured is totally disabled or the number of times recurrent disability occurs. This rider will end once the benefit has been paid for the maximum benefit period due to a second injury.

## **Death of Insured**

If the insured dies while this rider is in effect and the death benefit is payable under the certificate, we will add to that death benefit 100% of the premiums paid for this rider, minus the sum of the benefit amount(s) paid, if any, under this rider. The premiums returned will be calculated without interest and after all pending claims under this rider have been settled. If the sum of the benefit amount(s) paid under this rider is equal to or greater than the sum of the premiums paid for this rider, there will be no return of premiums.

## Notice of Claim

Written notice of claim, for the benefit provided by this rider, must be received by us, at our head office, within the 30 day period following the end of the waiting period, or as soon thereafter as reasonably possible. Written notice should contain enough information to identify the insured. This requirement can also be met by giving written notice to one of our authorized representatives within the time period mentioned above.

## Claim Forms

After we receive notice of claim, we will send you the forms that are to be used to file a claim under this rider. If you have not received these forms within 15 days after sending us notice of claim, you shall be deemed to have complied with the requirements as to submission of proof of loss upon submitting, within the timeframes described in the Proof of Loss provision, written proof as follows:

- The date and nature of the total disability of the insured.
- The date and nature of the injury.
- The name(s) and address(es) of the physician(s) under whose care the insured is being treated.

## Proof of Loss

You must provide us with written proof of the total disability of the insured within the 180 day period following the end of the waiting period. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

If requested by us, proof must include but is not limited to:

- Statements from the insured's primary care and attending physician(s) to be completed, in full, on forms provided or approved by us.
- The complete reports, notes and records of the primary care physician and the attending physician(s).
- Copies of all test results related to the injury and the total disability.
- The complete reports, notes and records of a medical facility, including a hospital, that provided services related to the injury and the total disability.
- Complete reports, notes and records of the insured's medical history, diagnosis and treatments.

Attending physician(s) means the physician(s) who provided care or medical advice to the insured in relation to the injury or the total disability.

Upon our request, you must also provide us with the signed consent of the insured that would permit us to obtain information and records that would verify the following:

- The insured's occupation, education, training and experience.
- Whether the insured was actively employed on the first day of the total disability.
- The insured's employment history including for how long and on what dates the insured was, and would have been, actively employed.

## **Proof of Continuance of Total Disability**

We may request, but not more often than once a month, proof of the continuance of total disability.

If requested, proof of continuance of total disability must be given to us within the 180 day period following the date of that request. We reserve the right to suspend payment of the benefit until such time as this proof is given. If this proof is not given, the insured will be considered to have ceased to be totally disabled immediately as of the date we requested this proof. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

## **Benefit Termination**

If we are paying the benefit, no further benefit will be due or payable after the earliest of the following days, even if the insured is totally disabled after that day:

- The day the certificate ends, as described in the certificate.
- The day we receive, as shown in our records, your signed request to end this rider.
- The day the insured refuses to provide the proof or submit to an examination as described in the certificate.
- The last day of the maximum benefit period that applies to the injury for which these benefits were paid.

## **Risks Not Covered**

We will not pay the benefit if total disability results directly or indirectly from any of the following:

- Attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or participation in a motor sport.
- Sky diving, gliding, parachuting, ultra-lighting, parasailing or bungee jumping.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an injury.

- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- Injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:
  - A test or report completed by or at the direction of a coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
    1. A narcotic in the body of the insured, regardless of the measurement or quantity.
    2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
  - A coroner, law enforcement or government report indicates that, as a result of testing, it was determined that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of alcohol or an intoxicant, above the legal limit, or a narcotic.

A narcotic does not include a drug that was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.

## **Reinstatement**

This rider may be reinstated if the certificate is reinstated, subject to the same conditions as reinstatement of the certificate, as described in the *Reinstatement* provision of the certificate.

## **Incontestability**

We will not contest the validity of this rider, after it has been in effect, during the lifetime of the insured and without the occurrence of total disability of the insured, for two years, based upon statements made in:

- The application, if this rider is an attached rider.
- The application for this rider, if it was added to the certificate as an attachment after the issue date.

Similarly, statements made, after the issue date, in an application for reinstatement will be incontestable two years after the effective date as shown in our records of such reinstatement.

## **Contact Us if this Rider is no Longer Required**

Consider whether you still require this rider if the insured ceases to be actively employed for any reason, including becoming employed in seasonal or temporary work, and does not plan to ever be actively employed. You must provide us with your signed request to end this rider if you decide that this rider is no longer required. We will not return premiums paid for this rider prior to our receipt of this signed request.

## **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

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



**Executive Secretary**



**International Fraternal President**

This is the last page of this Disability Income Rider (Accident Only).

# The Independent Order Of Foresters ('Foresters')

## Waiver of Premium Rider (Accident Only)

Noncancellable and guaranteed renewable to age 65.

Provides, subject to the terms of the entire contract, a benefit while the insured is totally disabled as a result of an injury. It does not provide benefits for loss due to sickness.

If this rider was an attachment to a certificate on the certificate issue date, certificate means that certificate. The expiry date for this rider is shown in the *Certificate Data Pages*.

If this rider was not an attachment to a certificate on the certificate issue date, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The expiry date for this rider is shown in that notification.

Subject to the *End of Rider* provision, this rider is guaranteed to be in effect up to the expiry date for this rider, as long as you pay the total premium when due, as described in the certificate.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Waiver of Premium (Accident Only) Rider".

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

### Definitions

For purposes of this rider:

*Actively employed* means legally employed or self-employed in an occupation for an income directly from that occupation.

*Income* means the salary, wages, bonuses, commissions, fees and other monetary payments regularly earned by the insured from an occupation. Income does not include monies from another source, including from or as investments, dividends, interest, rent, royalties, annuities, distribution of deferred compensation or pension plans, sick pay, benefits received under a wage or salary continuation plan, or other benefit programs.

*Occupation* means a business, trade, profession, vocation or calling but shall not include avocations, hobbies, seasonal or temporary work or a business operating from the insured's home unless 50% of the insured's job related to that business is performed away from the insured's home.

*Own occupation* means the occupation in which the insured is actively employed on the date that the total disability, for which a claim is being made, started. If the insured was actively employed in more than one occupation on that date, own occupation shall be that occupation in which the insured was actively employed for the most hours during the week immediately preceding that date.

*Seasonal or temporary work* mean employment that would be, but for the injury, for a duration of less than 26 weeks during a period of 52 consecutive weeks.

*Total Disability and Totally Disabled* mean:

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

## **When This Rider Comes Into Effect**

If this rider was an attachment to a certificate on the certificate issue date, this rider comes into effect on the same day as the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application and that day.

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

## **End of Rider**

This rider ends on the earliest of the following dates:

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

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

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

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

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

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

## **Paying Premiums**

Subject to the *End of Rider* provision, to keep this rider in effect up to the expiry date for this rider, you need to pay the total premium when due, as described in the certificate. The total premium, up to the expiry date for this rider, includes the required premium for this rider.

## **Benefit**

Subject to the provisions of the entire contract, we will waive the total premium due on a premium due date that the insured is totally disabled, provided we receive due proof of the insured's total disability and each of the following:

1. That total disability due to an injury that occurred while this rider is in effect.
2. That total disability begins while this rider is in effect and within 180 days of that injury.
3. That total disability has been continuous for at least 6 months.

To keep your certificate and this rider in effect during this six month period, you should pay the total premium on each premium due date within that period. If a claim for the benefit is approved, the total premium paid during this six month period will be refunded to you.

Once a claim for the benefit is approved, the premium payment mode will be changed to monthly for the duration of the time period that the benefit is provided.

## **Notice of Claim**

Written notice of claim, for the benefit provided by this rider, must be received by us, at our head office, within the 30 day period following the date that the insured has been continuously totally disabled for six months, or as soon thereafter as reasonably possible. Written notice should contain enough information to identify the insured. This requirement can also be met by giving written notice to one of our authorized representatives within the time period mentioned above.

## **Claim Forms**

After we receive notice of claim, we will send you the forms that are to be used to file a claim under this rider. If you have not received these forms within 15 days after sending us notice of claim, you shall be deemed to have complied with the requirements as to submission of proof of loss upon submitting, within the timeframes described in the Proof of Loss provision, written proof as follows:

- The date and nature of the total disability of the insured.
- The date and nature of the injury.

## **Proof of Loss**

You must provide us with written proof of the total disability of the insured within the 180 day period following the date that the insured has been continuously totally disabled for six months. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

## **Proof of Continuance of Total Disability**

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

If requested, proof of continuance of total disability must be given to us within the 180 day period following the date of that request. We reserve the right to suspend provision of the benefit until such time as this proof is given. If this proof is not given, the insured will be considered to have ceased to be totally disabled immediately as of the date we requested this proof. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

## **Risks Not Covered**

We will not waive the total premium if total disability results directly or indirectly from any of the following:

- Attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or participation in a motor sport.
- Sky diving, gliding, parachuting, ultra-lighting, parasailing or bungee jumping.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an injury.

- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- Injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:
  - A test or report completed by or at the direction of a coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
    1. A narcotic in the body of the insured, regardless of the measurement or quantity.
    2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
  - A coroner, law enforcement or government report indicates that, as a result of testing, it was determined that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of alcohol or an intoxicant, above the legal limit, or a narcotic.

A narcotic does not include a drug that was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.

## **Recurrence of Total Disability**

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

## **Lapse While Totally Disabled**

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

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

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

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

## Reinstatement

This rider may be reinstated if the certificate is reinstated, subject to the same conditions as reinstatement of the certificate, as described in the *Reinstatement* provision of the certificate.

## Incontestability

We will not contest the validity of this rider, after it has been in effect, during the lifetime of the insured and without the occurrence of total disability of the insured, for two years, based upon statements made in:

- The application, if this rider is an attached rider.
- The application for this rider, if it was added to the certificate as an attachment after the issue date.

Similarly, statements made, after the issue date, in an application for reinstatement will be incontestable two years after the effective date as shown in our records of such reinstatement.

### **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

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



[ Executive Secretary ]



[ International Fraternal President ]

This is the last page of this Waiver of Premium (Accident Only) Rider.

# The Independent Order Of Foresters ('Foresters')

## Return of Premium Rider

Provides, subject to the terms of the entire contract, a benefit that is payable on the rider payment date.

This rider was attached to a certificate when it was delivered to you. In this rider, certificate means that certificate. The expiry date for this rider is shown in the *Certificate Data Pages*.

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

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

### Definitions

For purposes of this rider:

*Eligible premiums* means the premium for the certificate, including the applicable certificate fee, and the premium(s) for each eligible rider, if any, that is an attachment to the certificate.

*Eligible rider* means each rider shown as an eligible rider in either the *Certificate Data Pages* or in the notification sent with a rider, if any, that is added as an attachment to the certificate after the date that this rider comes into effect.

*Rider payment date* means the date that is the earliest of the following:

1. The premium due date for the total premium that is not paid during the grace period.
2. The day that we process, as shown in our records, your signed request to end the certificate.
3. The expiry date for this rider.

### Paying Premiums

Subject to the *End of Rider* provision, to keep this rider in effect up to the expiry date for this rider, you need to pay the total premium when due, as described in the certificate. The total premium, up to the expiry date for this rider, includes the required premium for this rider.

### When This Rider Comes Into Effect

This rider comes into effect on the same day as the certificate.

## End of Rider

This rider ends on the earliest of the following dates:

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

If this rider ends as a result of your request to terminate it, then the benefit payable, if any, under this rider would not be payable until the rider payment date.

When this rider ends, it is no longer in effect. This means that our liability ends and no amount would be paid under this rider except for the benefit payable but not yet paid.

## Benefit

Subject to the provisions of the entire contract, we will pay you the benefit amount on the rider payment date if the insured is alive on that date. No benefit is payable under this rider if the insured dies on or before the rider payment date.

We may defer payment of the benefit payable for up to six months from the rider payment date.

## Benefit Amount

The benefit amount is equal to the sum of the eligible premiums paid while this rider is in effect, multiplied by the applicable percentage. This sum will include eligible premium(s) waived under a rider.

Benefit amounts, if any, as of the end of each certificate year, based upon certain assumptions, are shown in the *Table of Return of Premium Values*. Those assumptions are that this rider is in effect, the eligible premiums will be paid as due and that no changes will be made to the insurance contract. The *Table of Return of Premium Values* that is in effect on the day this rider comes into effect is shown in the *Certificate Data Pages*.

## Applicable Percentage

The applicable percentage will be determined on the rider payment date. That date is described in the *Benefit* provision of this rider.

If the rider payment date is on a certificate anniversary, the applicable percentage will be the percentage for that certificate anniversary. The percentage for each certificate anniversary can be found in the *Table of Return of Premium Benefit Percentages*. The *Table of Return of Premium Benefit Percentages* that is in effect on the day this rider comes into effect is shown in the *Certificate Data Pages*.

If the rider payment date is on a date other than on a certificate anniversary, the applicable percentage will be:

- The percentage for the last certificate anniversary prior to the rider payment date, plus

- The result of the difference in the percentage on the last certificate anniversary before the rider payment date and the percentage on the next certificate anniversary after the rider payment date, divided by 365 and multiplied by the number equal to the number of days from, but not including, that last certificate anniversary up to and including the rider payment date.

### **Effects of a Change to the Insurance Contract**

If a change is made to the insurance contract, that affects the percentages shown in the *Table of Return of Premium Benefit Percentages*, we will send you a new *Table of Return of Premium Benefit Percentages* showing the revised percentages, in effect from that point forward.

If a change, including a change in payment mode, is made to the insurance contract, that affects the amount of the eligible premiums, then the values shown in the *Table of Return of Premium Values* in the *Certificate Data Pages* will change accordingly. We will send you a new *Table of Return of Premium Values* showing revised values, from that point forward, when such a change, other than a change in payment mode, occurs.

### **Incontestability**

We will not contest the validity of this rider after it has been in effect during the insured's lifetime for two years from the date this rider came into effect except for nonpayment of premium.

### **Reinstatement**

If this rider ends due to the lapse of the certificate, then you may reinstate this rider at the same time that the certificate is reinstated. To reinstate this rider, in addition to the conditions for reinstatement of the certificate, as described in the certificate, we must receive an amount equal to the amount, if any, of the benefit paid by us under this rider.

### **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

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



[ Executive Secretary ]



[ International Fraternal President ]

This is the last page of this Return of Premium Rider.

## Application for Accidental Death Term Insurance

Proposed Insured				
First name	Middle name	Last name		Sex: <input type="radio"/> Male <input type="radio"/> Female
Street address		City	State	Zip code
Home phone #	Date of birth (mmm/dd/yyyy)	State & Country of birth	Social security #	Foresters member? <input type="radio"/> Yes <input type="radio"/> No, applying for membership.
Email address (optional)	Occupation & duties			
Current employment status: <input type="radio"/> Full time (30+ hrs per week past 6 months). <input type="radio"/> Seasonal (less than 26 weeks a year at 30+ hrs per week).			<input type="radio"/> Part time (less than 30 hrs per week past 6 months). <input type="radio"/> Not currently employed.	
			Income (past 12 months): \$ _____	
Beneficiary Information <i>(Each beneficiary below is revocable. If, however, a beneficiary is to be irrevocable, insert the word "irrevocable" next to the name of that beneficiary.)</i>				
Name of each primary beneficiary.		Relationship to proposed insured.	% Share.	
			total	
			must equal 100%	
Name of each contingent beneficiary.		Relationship to proposed insured.	% Share.	
			total	
			must equal 100%	
Insurance Applied For				
Foresters Prepared (Accidental Death Term Insurance): Insurance amount: \$ _____				
Optional rider coverage: <input type="radio"/> Disability Income (Accident Only): \$ _____ <input type="radio"/> Return of Premium <input type="radio"/> Waiver of Premium (Accident Only)				
Anticipated premium (based on insurance applied for and payment mode selected): \$ _____				
Health and Lifestyle Questions For purposes of the following questions "you" means the proposed insured, "diagnosed" means by a licensed physician or medical practitioner.				
1. Have you received notice of deployment or are you currently deployed, on active duty or alert with the Military or the Reserves?			<input type="radio"/> Yes <input type="radio"/> No	
2. Have you ever had your driver's license suspended or revoked or within the past 5 years been convicted of or pled guilty to more than 3 moving violations?			<input type="radio"/> Yes <input type="radio"/> No	
3. Have you ever been diagnosed with a terminal illness? (Terminal illness means an illness that would reasonably be expected to cause death within 24 months.)			<input type="radio"/> Yes <input type="radio"/> No	
<i>(Complete questions 4 &amp; 5 only if applying for Disability Income (Accident Only) coverage.)</i>				
4. Are you currently disabled or have you, within the past 5 years, been unable to work at your regular job for more than 20 consecutive days?			<input type="radio"/> Yes <input type="radio"/> No	
5. Do you have existing disability income insurance? If "Yes", indicate total amount of existing disability income coverage: \$ _____ (monthly)			<input type="radio"/> Yes <input type="radio"/> No	
Other Insurance				
6. Will the insurance applied for in this Application replace, reduce coverage of, or modify premiums paid for, existing accident or sickness insurance?			<input type="radio"/> Yes <input type="radio"/> No	

Payment Information			
First premium payment to be made by:	<input type="radio"/> Draft via Pre-Authorized Check (PAC)	<input type="radio"/> Check (payable to Foresters)	
Subsequent premium payments to be made by:	<input type="radio"/> PAC	<input type="radio"/> Direct Bill	
Payment mode:	<input type="radio"/> Monthly (PAC only)	<input type="radio"/> Quarterly	<input type="radio"/> Semi-annually <input type="radio"/> Annually

**Check Conversion Notification:** Foresters may process a check provided for payment as a check transaction or we may, at our option, use the information from the check to make a one-time electronic fund transfer from the account that the check relates to.

PAC Banking Information <i>(Complete if premium payments are to be made via PAC.)</i>		
PAC banking information (including drafting first premium, if selected above) to be taken from:		
<input type="radio"/> Attached void check.	<input type="radio"/> Check submitted with this Application.	<input type="radio"/> Information completed below (if no check available).
Account Type: <input type="radio"/> Checking <input type="radio"/> Savings		
Name of financial institution: _____		
Street address: _____		
City: _____ State: _____ Zip: _____		
Transit #: _____ Account #: _____		

**PAC Authorization**

The proposed insured, by signing this application verifies that they are the account holder of the account identified in the PAC banking information section and agrees that: 1) Foresters is authorized to draft deductions under the PAC plan from that account or another account later identified or substituted by them. 2) The financial institution from which payments are to be drafted is authorized to treat each draft by Foresters as though it was made personally by the account holder. 3) Foresters reserves the right to determine when the first deduction, if any, will be made and the amount of that deduction for the insurance contract issued. 4) This PAC plan is effective immediately and will continue until terminated, which either the account holder or Foresters may do at any time by written notice to the other.

**Agreements**

I, the proposed insured, as evidenced by my signature in this Application, declare that: 1) I have reviewed this Application and provided the answers in this Application. 2) The statements, answers, and representations contained in this Application are full, complete and true.

I understand and agree that: 1) All statements made in this Application shall be representations and not warranties. 2) This Application, Foresters Instruments of Incorporation and its Constitution now in force or subsequently amended shall form part of the entire contract with Foresters. 3) No person, including a producer, has the authority to waive the disclosure of full, complete and truthful information or record an answer to a question in this Application other than the answer provided to that person. 4) The answers, statements and representations contained in this Application will influence the assessment and acceptance of this Application by Foresters. 5) Failure to disclose all material facts may result in a loss of coverage and cancellation of the insurance contract. A material misrepresentation or untrue declaration may render the insurance contract issued, if any, voidable. All facts should be shown in this Application. 6) The insurance contract issued, if at all, as a result of this Application, will only come into effect, subject to the terms of and on the issue date of that insurance contract, provided that a) the first premium payment is honored by the financial institution from which it is to be drafted, and b) my insurability did not change between the date this Application was signed and that issue date. There is no conditional or temporary insurance coverage in effect.

I further understand and agree that: 1) Changes or corrections made to this Application by Foresters, if any, are ratified if the insurance contract delivered, if any, is not returned during the cancellation period. Such changes or corrections may be made directly on this Application or by an amendment to this Application. 2) No one, except Foresters Executive Secretary or successor position, has power on behalf of Foresters to make, modify, or discharge an insurance contract. 3) This Application and related documents may be submitted to Foresters by, including but not limited to, email and facsimile transmission. 4) Foresters may contact or send messages to me, including pre-recorded and text messages and calls or messages by use of an automatic telephone dialing system, using the phone number(s), including wireless number(s), either provided in this Application or number(s) that I later provide. 5) If I have chosen to provide a current internet email address in this Application or choose to provide one in the future, Foresters may use that address to send messages or documents to me electronically. 6) Any person who knowingly and with intent to defraud Foresters, any other insurer, or other person(s), files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

I acknowledge that I have received an Accidental Death Term Insurance Outline of Coverage.

Proposed insured's signature (for purposes of entire application): X \_\_\_\_\_

Signed at: \_\_\_\_\_  
(City, State)

Signed on: \_\_\_\_\_  
Date (mmm/dd/yyyy)

**Producer Certification**

Unless otherwise indicated in the Remarks section I certify each of the following: I have accurately recorded on this Application the information that was provided to me by the proposed insured. I am not aware of undisclosed information about the health, habits or lifestyle of the proposed insured that might affect insurability. I personally reviewed the document(s) used to verify the proposed insured's identity and birth date. I have complied with all applicable regulatory requirements. I have made no misrepresentation(s) about Foresters product(s) applied for in this Application. If applicable, I have disclosed that this Application may be transmitted to Foresters by electronic means and that this original Application may be destroyed after confirmation of successful transmission. This Application has not been altered in any way after the proposed insured signed it.

I also certify that I have provided the proposed insured with an Accidental Death Term Insurance Outline of Coverage.

Are you related to the proposed insured?  Yes  No If "Yes", indicate relationship: \_\_\_\_\_

Producer's full name: \_\_\_\_\_ Producer number: \_\_\_\_\_

Producer's signature: X \_\_\_\_\_ Signed on: \_\_\_\_\_  
Date (mmm/dd/yyyy)

**Remarks**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Detach and leave with the proposed insured.*

The Independent Order of Foresters ("Foresters")  
789 Don Mills Road.  
Toronto, Canada M3C 1T9  
A Fraternal Benefit Society.

U.S. Mailing Address: www.foresters.com  
P.O. Box 179 T. 800 828 1540  
Buffalo, NY 14201-0179



**Acknowledgement Of First Premium**

It is acknowledged that an amount of \$\_\_\_\_\_ was provided, by either check or pre-authorized checking, to be applied as the first premium payment for the insurance contract issued, if any, in response to the Application for Accidental Death Term Insurance ("Application") on the life of

\_\_\_\_\_  
Proposed insured's name.

This amount will be refunded, if collected by Foresters™, if no insurance contract is issued. The first premium amount may be adjusted, if required, based on the insurance contract that is issued.

**There is no conditional or temporary insurance coverage** even though an amount was provided, or collected, as the first premium payment.

Insurance will only come into effect on the issue date of the insurance contract issued, if any, and subject to the terms of that insurance contract, provided that a) the first premium payment is honored when presented to the financial institution from which it is to be drafted, and b) the insurability of the proposed insured did not change between the date the Application was signed by the proposed insured and that issue date.

Producer's signature: X \_\_\_\_\_ Date (mmm/dd/yyyy): \_\_\_\_\_

Foresters™ is a trademark of The Independent Order of Foresters a fraternal benefit society.

**Notices (This page must be given to the proposed insured.)**

For purposes of this Notice the following words and phrases are defined. The word "Application" means a Foresters application for insurance. "Foresters", "we", "our", and "us" mean The Independent Order of Foresters. "You" and "Your" mean individually the proposed insured, and each child, if any, identified in the Application. If you have questions, discuss them with the producer who signed your application or contact us directly. Write to Foresters, Chief Underwriter 789 Don Mills Road Toronto, Canada M3C 1T9, or to our US Mailing Address at PO Box 179 Buffalo, NY 14201-0179.

**Privacy** -Personal information we obtain about you is confidential. As permitted by privacy laws, we may disclose information without further authorization to consumer reporting agencies hired to prepare consumer reports or consumer investigative reports, insurance companies to which you have applied for coverage or benefits, our reinsurers, those providing services for us including insurance producers and agencies contracted or appointed by us and those conducting bona fide actuarial, marketing or scientific studies or audits and the respective employees, agents, contractors and consultants of each of the aforementioned. We may also disclose information to your physician and The Medical Information Bureau ('MIB, Inc.'). You can make a written request to review personal information about you in our file. However, we will not disclose information to you that was prepared for an anticipated claim, civil or criminal proceeding. You may request correction of information which you believe to be inaccurate or irrelevant. Upon written request, we will provide more information about these procedures.

**Medical and Personal Information** -The Underwriting process evaluates information about you to see if you qualify for the requested insurance. Answers in the Application are our principal source of information. We may contact other sources, such as a doctor, clinic, hospital, other insurers, or a lending institution. In some cases, we may ask an independent agency to prepare a consumer report or an investigative consumer report about you. These reports may include information on your character and general reputation. They may also include personal characteristics, such as health, prescription history, finances, job and mode of living. The Federal Fair Credit Reporting Act gives you the right to make a written request, within a reasonable period of time, to receive additional information from Foresters about the nature and scope of an investigation. We will provide the contact information of any agency we ask to prepare such a report. You may contact the agency to learn about the contents or request a copy of the report. You may request a personal interview with the agency and they will make a reasonable attempt to talk to you. It will include that information in its report. If we order a report, it may include information obtained through interviews with your neighbors, friends or others you know. No adverse underwriting decision will be made based upon an individual's implied or confirmed sexual orientation or an individual's concern about or consultation for Acquired Immune Deficiency Syndrome (AIDS) information.

**The Medical Information Bureau (MIB, Inc.)** -Information regarding your insurability will be treated as confidential. Foresters or its reinsurers may, however, make a brief report thereon to MIB, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or at [www.mib.com](http://www.mib.com). Foresters, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

SERFF Tracking Number: FRSS-126473849 State: Arkansas  
 Filing Company: The Independent Order of Foresters State Tracking Number: 46078  
 Company Tracking Number:  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: ACC Life  
 Project Name/Number: /

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 07/19/2010	Premium Rates	ADTERM-US01-2010, ADTERM-DIR-US01-2010, ADTERM-WP-US01-2010, ADTERM-ROP-US01-2010	New		Base DIR WP ROP Rates.pdf

**Foresters Prepared - Base Rates**

<b>Annual Premiums</b>		
<b>Issue Age</b>	<b>Male</b>	<b>Female</b>
18	1.09	0.49
19	1.09	0.49
20	1.09	0.49
21	1.09	0.49
22	1.09	0.49
23	1.09	0.49
24	1.09	0.49
25	1.09	0.49
26	1.09	0.49
27	1.09	0.49
28	1.09	0.49
29	1.09	0.49
30	0.89	0.49
31	0.89	0.49
32	0.89	0.49
33	0.89	0.49
34	0.89	0.49
35	0.89	0.49
36	0.89	0.49
37	0.89	0.49
38	0.89	0.49
39	0.89	0.49
40	0.81	0.53
41	0.81	0.53
42	0.81	0.53
43	0.81	0.53
44	0.81	0.53
45	0.81	0.53
46	0.81	0.53
47	0.81	0.53
48	0.81	0.53
49	0.81	0.53
50	0.96	0.66
51	0.96	0.66
52	0.96	0.66
53	0.96	0.66
54	0.96	0.66
55	0.96	0.66
56	0.96	0.66
57	0.96	0.66
58	0.96	0.66
59	0.96	0.66
60	0.96	0.66

## Foresters Prepared - Disability Income Rates

### Annual Premium Rates Per \$100 of Monthly Benefit

Issue Age	US General	
	Male	Female
18	8.15	8.09
19	8.15	8.09
20	8.15	8.09
21	8.15	8.09
22	8.15	8.09
23	8.15	8.09
24	8.15	8.09
25	8.15	8.09
26	8.15	8.09
27	8.15	8.09
28	8.15	8.09
29	8.15	8.09
30	8.98	9.59
31	8.98	9.59
32	8.98	9.59
33	8.98	9.59
34	8.98	9.59
35	8.98	9.59
36	8.98	9.59
37	8.98	9.59
38	8.98	9.59
39	8.98	9.59
40	9.40	10.72
41	9.40	10.72
42	9.40	10.72
43	9.40	10.72
44	9.40	10.72
45	9.40	10.72
46	9.40	10.72
47	9.40	10.72
48	9.40	10.72
49	9.40	10.72
50	9.82	11.96
51	9.82	11.96
52	9.82	11.96
53	9.82	11.96
54	9.82	11.96
55	9.82	11.96
56	9.82	11.96
57	9.82	11.96
58	9.82	11.96
59	9.82	11.96
60	9.82	11.96

**Foresters Prepared- Waiver of Premium Rates**

<b>Annual Premiums</b>		
<b>Issue Age</b>	<b>Male</b>	<b>Female</b>
18	0.04	0.02
19	0.04	0.02
20	0.04	0.02
21	0.04	0.02
22	0.04	0.02
23	0.04	0.02
24	0.04	0.02
25	0.04	0.02
26	0.04	0.02
27	0.04	0.02
28	0.04	0.03
29	0.04	0.03
30	0.04	0.03
31	0.04	0.03
32	0.04	0.03
33	0.04	0.03
34	0.04	0.04
35	0.04	0.04
36	0.04	0.04
37	0.04	0.05
38	0.04	0.05
39	0.05	0.06
40	0.06	0.06
41	0.06	0.06
42	0.06	0.06
43	0.06	0.06
44	0.06	0.06
45	0.06	0.07
46	0.08	0.07
47	0.09	0.08
48	0.1	0.09
49	0.1	0.1
50	0.12	0.1
51	0.12	0.11
52	0.13	0.11
53	0.13	0.11
54	0.15	0.11
55	0.15	0.11

### Foresters Prepared- Return of Premium Factors

ROP Factor		
Issue Age	Male	Female
18	0.30	0.22
19	0.30	0.22
20	0.30	0.22
21	0.28	0.22
22	0.26	0.22
23	0.23	0.22
24	0.21	0.22
25	0.18	0.22
26	0.17	0.23
27	0.15	0.24
28	0.14	0.25
29	0.12	0.26
30	0.10	0.26
31	0.12	0.26
32	0.14	0.26
33	0.16	0.27
34	0.18	0.27
35	0.20	0.27
36	0.20	0.28
37	0.20	0.28
38	0.20	0.29
39	0.20	0.30
40	0.20	0.30
41	0.22	0.30
42	0.24	0.30
43	0.26	0.30
44	0.28	0.30
45	0.30	0.30
46	0.34	0.36
47	0.38	0.42
48	0.42	0.48
49	0.46	0.54
50	0.50	0.60
51	0.54	0.64
52	0.58	0.67
53	0.62	0.71
54	0.66	0.74
55	0.70	0.77
56	1.08	1.08
57	1.16	1.16
58	1.24	1.24
59	1.32	1.32
60	1.40	1.45

**Foresters Prepared- Return of Premium Percentages**

<b>Policy Year</b>	<b>Return Percentage</b>						
	<b>Issue Age 18-45</b>		<b>Issue Age 46-50</b>		<b>Issue Age 51-55</b>		<b>Issue Age 56-60</b>
1-5	0%	1-5	0%	1-5	0%	1-5	0%
6	3%	6	4%	6	5%	6	7%
7	4%	7	6%	7	8%	7	12%
8	5%	8	8%	8	11%	8	17%
9	6%	9	10%	9	14%	9	22%
10	7%	10	12%	10	17%	10	25%
11	9%	11	15%	11	24%	11	40%
12	11%	12	18%	12	31%	12	55%
13	13%	13	20%	13	35%	13	70%
14	15%	14	24%	14	43%	14	85%
15	17%	15	25%	15	50%	15+	100%
16	19%	16	30%	16	60%		
17	21%	17	35%	17	70%		
18	22%	18	40%	18	80%		
19	23%	19	45%	19	90%		
20	25%	20	50%	20+	100%		
21	30%	21	60%				
22	35%	22	70%				
23	40%	23	80%				
24	45%	24	90%				
25	50%	25+	100%				
26	60%						
27	70%						
28	80%						
29	90%						
30+	100%						

SERFF Tracking Number: FRSS-126473849 State: Arkansas  
Filing Company: The Independent Order of Foresters State Tracking Number: 46078  
Company Tracking Number:  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: ACC Life  
Project Name/Number: /

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> ADTERM Readable Score Certification.pdf	Approved-Closed	07/19/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application <b>Comments:</b> Please see Application Form under the Form Schedule.	Approved-Closed	07/19/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Outline of Coverage <b>Comments:</b> <b>Attachment:</b> AD Outline of Coverage Final.pdf	Approved-Closed	07/19/2010

## The Independent Order of Foresters

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

### A. Option Selected

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

### Form and Form Numbers to which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Foresters Prepared	ADTERM-US01-2010	53.8
Waiver of Premium Rider (Accident Only)	ADTERM-WP-US01-2010	50.3 Combined with contract
Return of Premium Rider	ADTERM-ROP-US01-2010	50.9
Disability Income Rider (Accident Only)	ADTERM-DIR-US01-2010	51.1 Combined with contract
Application for Accidental Death Term Insurance	770637 AR01 05/10	52.5
Notices	ADTERM-Notice-US01-2010	50.0 Combined Score with Application
Accidental Death Term Insurance required Outline of Coverage	ADTERM-OC-US01-2010	52.0 Combined with contract

### B. Test Option Selected

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

### C. Standards for Certification

A checked block indicates the standard has been achieved.

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

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

\_\_\_\_\_  
Steve Lintner  
Director, Product Solutions

June 28, 2010

\_\_\_\_\_  
Date

## THE INDEPENDENT ORDER OF FORESTERS ('Foresters')

### ACCIDENTAL DEATH TERM INSURANCE REQUIRED OUTLINE OF COVERAGE

#### **ACCIDENT ONLY COVERAGE. Benefits are NOT provided for loss due to sickness.**

For purposes of this form, "I", "you" and "your" mean the owner of the insurance contract that is issued, if any, and "we", "our" and "us" mean Foresters™. "Age" means the insured's issue age plus the number of completed certificate years. "Injury" means an accidental bodily injury that is the direct result of an accident, independent of an illness, disease, condition or bodily infirmity.

**READ YOUR INSURANCE CONTRACT CAREFULLY:** This outline of coverage provides a very brief description of some of the important features of the insurance contract. This is not the insurance contract and only the actual provisions of the insurance contract will control. The insurance contract sets forth in detail the rights and obligations of both you and us. It is, therefore, important that you **READ THE INSURANCE CONTRACT CAREFULLY!**

Accident only coverage is designed to provide the insured with coverage for certain losses due to injury resulting from a covered accident **ONLY**. Coverage is provided for the benefits outlined in the Benefits section (below), subject to the limitations described in the Risks Not Covered section (below). Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.

#### **Benefits**

##### **Certificate Death Benefit**

Subject to the provisions of the entire contract, we will pay the death benefit upon our receipt of proof of the insured's accidental death. Accidental death being death that (a) is caused, directly and independently from all other causes, by an injury that occurs while the certificate is in effect, and (b) occurs within 180 days of that injury.

##### **Renewability**

The certificate is noncancellable and guaranteed renewable to age 75 (certificate expiry date). As long as the total premium is paid when due, as described in the certificate, we cannot cancel the coverage provided by the certificate before that age.

**Optional Rider Benefits** (The rider benefits outlined below are only applicable if that rider is attached to the certificate.)

##### Return of Premium Rider

Subject to the provisions of the entire contract, we will pay you the rider's benefit amount on the rider payment date if the insured is alive on that date. The rider's benefit amount is determined on the rider payment date and is equal to a percentage, up to 100%, of the eligible premiums paid. The rider's benefit amount is not payable if the insured dies on or before the rider payment date.

Foresters™ is a trademark of The Independent Order of Foresters a fraternal benefit society.

### Disability Income Rider (Accident Only)

Subject to the provisions of the entire contract, we will pay you the rider's benefit amount for each completed month of the insured's total disability that follows after completion of the waiting period. Total disability must:

- Be due to an injury that occurs while the rider is in effect.
- Begin while the rider is in effect and within 180 days of that injury.
- Be immediately preceded by a week during which the insured is actively employed for at least 30 hours.
- Be continuous throughout the entire waiting period.

Payment of the benefit amount is limited to a maximum of 24 months each, for two separate and independent injuries.

#### Rider Renewability

The rider is guaranteed renewable to age 65 (rider expiry date). As long as the total premium is paid when due, as described in the certificate, we cannot cancel the coverage provided by the rider before that age. The total premium, up to the rider expiry date, includes the required premium for the rider.

We reserve the right to increase the premiums for the rider, but not more than once in every 12 month period. Each increase will be subject to the approval of the insurance regulator for the state governing the rider, if required. We will send you 45 days notice of the premium increase.

There will be no premium increase because the insured's health worsens or the insured's occupation changes. Each premium increase will be made on a uniform basis that does not discriminate unfairly within a class of lives insured.

### Waiver of Premium Rider (Accident Only)

Subject to the provisions of the entire contract, we will waive the total premium due on a premium due date that the insured is totally disabled. Total disability must:

- Be due to an injury that occurs while the rider is in effect.
- Begin while the rider is in effect and within 180 days of that injury.
- Be continuous for at least 6 months.

If total disability begins prior to the certificate anniversary on which the insured is age 60 and is continuous after that anniversary, then the maximum date that premiums can be waived for that total disability is the certificate anniversary on which the insured is age 75 (certificate expiry date).

If total disability begins on or after the certificate anniversary on which the insured is age 60 and is continuous after that anniversary, then the maximum date that premiums can be waived for that total disability is the certificate anniversary on which the insured is age 65 (rider expiry date).

#### Rider Renewability

The rider is noncancellable and guaranteed renewable to age 65 (rider expiry date). As long as the total premium is paid when due, as described in the certificate, we cannot cancel the coverage provided by the rider before that age. The total premium, up to the rider expiry date, includes the required premium for the rider.

## Risks Not Covered

We will not provide benefits for death or total disability that results directly or indirectly from any of the following:

- Attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or participation in a motor sport.
- Sky diving, gliding, parachuting, ultra-lighting, parasailing or bungee jumping.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an injury.
- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- Injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:
  - A test or report completed by or at the direction of a coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
    1. A narcotic in the body of the insured, regardless of the measurement or quantity.
    2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
  - A coroner, law enforcement or government report indicates that, as a result of testing, it was determined that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of alcohol or an intoxicant, above the legal limit, or a narcotic.

A narcotic does not include a drug that was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.

## Premiums

The premiums shown below are based upon the coverage amounts applied for in the application.

	\$ Amount based on a _____ payment mode.	\$ Amount based on an <u>annual</u> payment mode.
Certificate		
Certificate Fee		
Disability Income Rider (Accident Only)		
Waiver of Premium Rider (Accident Only)		
Return of Premium Rider		
Total Premium		

Subject to the grace period, total premiums must be paid when due in order to ensure that coverage remains in effect until the expiry date. A grace period of 31 days is allowed for premiums not paid when due.