

SERFF Tracking Number: FRCS-127316224 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 49304
Company Tracking Number: 5541
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium
Product Name: GL-05-C-ADD Rider
Project Name/Number: Gerber/177/177

Filing at a Glance

Company: Gerber Life Insurance Company

Product Name: GL-05-C-ADD Rider

TOI: L04G Group Life - Term

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

Filing Type: Form

SERFF Tr Num: FRCS-127316224 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 49304

Co Tr Num: 5541

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Jana Finlay, Kevin Wiggs Disposition Date: 07/19/2011

Date Submitted: 07/14/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Gerber/177

Project Number: 177

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 07/19/2011

State Status Changed: 07/19/2011

Created By: Kevin Wiggs

Corresponding Filing Tracking Number: SERT-6SPL95833

Filing Description:

We have been retained by Gerber Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$100 has been sent by EFT on this same date.

Form GL-05-C-ADD is a Supplemental Accidental Death, Dismemberment Benefit Rider, which will be offered as part of a group term life certificate to which it will be attached. The group certificate, form GL-05-C-AR was approved by your

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Department on 9/7/2006 (SERFF tracking number SERT-6SPL95833).

Supplemental Application GER-ADD-APP-AR will be used to apply for this supplemental coverage.

These forms are new forms and do not replace any existing forms.

These forms are intended to be issued to employer groups. They will be marketed through licensed agents.

A Statement of Variability for the rider and a Statement of Variability for the supplemental application are attached. In addition, we have attached an annotated version of the forms wherein the variables are numbered so that you can cross reference the variable with the corresponding variable from the Statement of Variability.

There are no unique or innovative features in this product.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

Kevin Wiggs, Compliance Specialist kevin.wiggs@firstconsulting.com
1020 Central 800-927-2730 [Phone] 2736 [Ext]
Suite 201 816-391-2755 [FAX]
Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

Gerber Life Insurance Company CoCode: 70939 State of Domicile: New York
1311 Mamaroneck Avenue Group Code: Company Type:
White Plains, NY 10605 Group Name: State ID Number:
(914) 272-4025 ext. [Phone] FEIN Number: 13-2611847

Filing Fees

SERFF Tracking Number: FRCS-127316224 State: Arkansas
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Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: AR fee of \$50 per form (2) = \$100
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gerber Life Insurance Company	\$100.00	07/14/2011	49812683

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/19/2011	07/19/2011

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Disposition

Disposition Date: 07/19/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Statements of Variability, and Annotated versions of Forms		Yes
Form	Supplemental Accidental Death, Dismemberment Benefit Rider		Yes
Form	Supplemental Application for Accidental Death, Dismemberment Benefit (AD&D) Rider		Yes

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Form Schedule

Lead Form Number: GL-05-C-ADD

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GL-05-C-ADD	Policy/Cont Supplemental ract/Fraternal Dismemberment Certificate: Benefit Rider Amendments, Insert Page, Endorsement or Rider	Initial		51.400	GL-05-C-ADD Rider.pdf
	GER-ADD-APP-AR	Application/Supplemental Enrollment Application for Form Accidental Death, Dismemberment Benefit (AD&D) Rider	Initial		64.000	GER-ADD-APP-AR suppl app.pdf

GERBER LIFE INSURANCE COMPANY
[1311 MAMARONECK AVE., WHITE PLAINS, NEW YORK 10605]
(Herein called Gerber Life)

CERTIFICATE RIDER
Under
The Group Insurance Policy
Accidental Death & Dismemberment Insurance
As of
[February 1, 2006]
Issued to
[ABC Widget, Inc.]
The Policyholder
[Policy number]

SUPPLEMENTAL ACCIDENTAL DEATH, DISMEMBERMENT BENEFIT

Gerber Life Insurance Company has issued this Rider as a part of the Certificate to which it is attached. It is issued in consideration of the application and the continued payment of the required premium. This Rider is effective on the Policy Effective Date shown on the Schedule of Insurance page of the Certificate to which it is attached.

This Rider will terminate at the earliest of the following dates:

- (1) the date the Policy or Certificate is terminated for any reason; or
- (2) the date of receipt of a written request for termination.

All terms, definitions and provisions of the Certificate, which are not inconsistent with this Rider, apply to this Rider.

All benefits payable under this Rider are payable only if the result of a Covered Loss.

What does a Covered Loss mean?

A Covered Loss means:

- (1) accidental death;
- (2) accidental injury or dismemberment by accidental injury; or
- (3) a loss other than loss of life.

A Covered Loss must result, directly and independently of all other causes from a Covered Accident, and must occur within [365 days] after the date of a Covered Accident.

What does a Covered Accident mean?

A Covered Accident means an event which is unintended, unexpected, and unforeseen. A Covered Accident must occur while an insured's coverage is in force and be independent of all other causes.

Schedule of Benefits
What Accidental Death and Dismemberment Benefits are available to You?

Accidental Death and Dismemberment Principal Sum	[\$30,000]
[Dependent Accidental Death and Dismemberment Principal Sum – Spouse	[\$30,000]
Principal Sum – Child	[\$30,000]]

The benefit for Accidental Death under this Rider will be payable in addition to the Death Benefit provided in the Certificate.

<u>Benefit per Covered Loss</u>	<u>Percentage of Principal Sum</u>
Death	[100%]
Both Hands or Both Feet	[100%]
One Hand and One Foot	[100%]
One Hand or One Foot	[50%]
Sight in Both Eyes	[100%]
Sight in One Eye	[50%]
[Hearing in Both Ears	25%]
[Speech	25%]
[Thumb and index finger, one hand	50%]
[Quadriplegia	100%]
[Paraplegia	75%]
[Hemiplegia	50%]
[Uniplegia	50%]

Loss of hands or feet means complete severance at or above the wrists or ankle joints. Loss of sight[, speech,] [or hearing] means the entire and irrecoverable loss of sight[, speech,] [or hearing] which cannot be corrected by medical or surgical treatment or by artificial means. [Loss of thumb and index finger means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints.] [Quadriplegia means total paralysis of both upper and lower limbs.] [Paraplegia means total paralysis of both lower limbs.] [Hemiplegia means total paralysis of upper and lower limbs on one side of the body.] [Uniplegia means total paralysis of one limb.] Severance means the complete and permanent separation and dismemberment of the part from the body.

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident.

[A surgically reattached hand or foot will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed physician.]

[Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for Your losses under this Rider, including any amount paid according to the terms of the Additional Benefits section of this Rider, will never exceed one times Your full amount of insurance shown on the Schedule of Benefits.]

[Disappearance Benefit

If Your body has not been found after one year from the date the conveyance in which You were traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this Rider, that You have died as a result of an accidental injury which was unintended, unexpected and unforeseen. Your death shall be considered a Covered Loss under this Rider.]

[Exposure Benefit

If You are unavoidably exposed to the elements following a Covered Accident that results in the explosion, sinking, stranding, forced landing or wrecking of the conveyance in which You were traveling, Your exposure to the elements shall be considered a Covered Loss under this Rider.]

[Additional Benefits]

[Education Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss resulting in death, then an Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to each of Your dependents who qualifies as a Student.

Who may qualify as a Student?

A Student, for the purpose of this Education Benefit, means a person who is Your dependent on the date of Your death, and who:

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

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

No benefit is payable to any dependent who has not furnished proof to Us of his Student status.

What is the Education Benefit payable?

The Education Benefit payable is the lesser of:

- (1) the actual tuition expense for any one school year; or
- (2) [2.5%] of Your Principal Sum; or
- (3) [\$2,500]

We will not pay more than one Education Benefit per Student during any one school year.

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

When will payments terminate?

The Education Benefit will no longer be payable on the earlier of:

- (1) the date on which the 4th Education Benefit for a Student is paid; or
- (2) the end of the 12th consecutive month during which the dependent has not furnished satisfactory proof to Us that he is a Student.

What benefits are payable if no dependent qualifies as a Student?

If no dependent qualifies as a Student, then We will pay [\$1,250] in accordance with Your beneficiary designation.]

[Spouse Education Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss resulting in death, then a Spouse Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to Your spouse.

What conditions are necessary for Spouse Education Benefits to become payable?

To qualify for this Benefit, Your spouse must enroll in an Occupational Training program:

- (1) for the purpose of obtaining an independent source of income; and
- (2) within one year of the date of Your death.

What is the Spouse Education Benefit payable?

The Spouse Education Benefit payable is the lesser of:

- (1) the Expense Incurred for Occupational Training; or
- (2) [2.5%] of Your Principal Sum; or
- (3) [\$2,500].

We will pay the Spouse Education Benefit immediately after We receive proof that Your spouse has enrolled in an Occupational Training program.

What benefits are payable if there is no surviving spouse?

If there is no surviving spouse, We will pay [\$1,250] in accordance with Your beneficiary designation.

Occupational Training means any:

- (1) education;
- (2) professional; or
- (3) trade training

program which prepares the spouse for an occupation for which he otherwise would not have been qualified.

Expense Incurred means:

- (1) the actual tuition charged, exclusive of room and board; and
- (2) the actual cost of the materials needed

for the Occupational Training program. The expense must be incurred during the two year period that begins on the date of Your death.]

[Day Care Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss resulting in death, then a Day Care Benefit is payable in addition to the Principal Sum. The Day Care Benefit is payable for each dependent if:

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

What is the Day Care Benefit payable?

The Day Care Benefit payable is the lesser of:

- (1) [\$2,500]; or
- (2) [2.5%] of Your Principal Sum.

One Day Care Benefit is payable each year for each dependent who qualifies for Day Care Benefits. No more than four Day Care Benefits will be payable for each dependent. Payment will be made to the person who has primary responsibility for such dependent's expenses.

What proof must be given?

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

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

Proof of enrollment must be sent to Us prior to the last day of the 12th month on or next following the date of Your death.

Day Care Program means a program of child care which:

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

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

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

If no dependent qualifies for Day Care Benefits, then We will pay [\$1,250] in accordance with Your beneficiary designation.]

[Common Carrier Benefit

Subject to all conditions and limitations of this Rider, if You [or a covered Dependent] suffer a Covered Loss resulting in death, while a passenger on or in:

- (1) any means of transportation licensed to carry passengers for money; or
 - (2) a transport-type aircraft of the national military air transport service of any country,
- then a Common Carrier Benefit will be payable in addition to the Principal Sum.

A passenger is defined to be an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a means of transportation.

This Common Carrier Benefit will not apply to a Loss sustained by a passenger in an aircraft owned, operated, chartered, or leased by or for the Employer.

What is the Common Carrier Benefit payable?

The Common Carrier Benefit payable is the lesser of:

- (1) [the insured's] Principal Sum, or
- (2) [\$100,000].]

[Seat Belt/Air Bag] Benefit

Subject to all conditions and limitations of this Rider, if You [or a covered Dependent] suffer a Covered Loss resulting in death while:

- (1) a passenger riding in; or
- (2) the licensed operator of,

an Automobile and, at the time of the accident, You were properly wearing a Seat Belt as verified on the police report, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

What is the Seat Belt Benefit payable?

The Seat Belt Benefit payable is the lesser of:

- (1) [10%] of the Principal Sum; or
- (2) [\$10,000.]

What conditions are necessary for an Air Bag Benefit to become payable?

If a Seat Belt Benefit is payable, We will pay an additional 5% of Principal Sum, subject to a maximum of \$5,000, as an Air Bag Benefit, provided that:

- (1) You were positioned in a seat that was equipped with a factory installed Air Bag;
- (2) You were properly strapped in the Seat Belt when the Air Bag inflated; and
- (3) the police report establishes that the Air Bag inflated properly upon impact.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. An Air Bag is not considered a Seat Belt.

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

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

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.]

[Repatriation Benefit

Subject to all conditions and limitations of this Rider, if You [or a covered Dependent] suffer a Covered Loss resulting in death, then a Repatriation Benefit will be paid in addition to the Principal Sum. For a Repatriation Benefit to be payable, the death must occur outside the territorial limits of the state or country of Your place of permanent residence.

What is the Repatriation Benefit payable?

The Repatriation Benefit payable is the lesser of:

- (1) the expense incurred for:
 - (a) preparation of the body for burial or cremation; and
 - (b) transportation of the body to the place of burial or cremation; or
- (2) [2.5%] of the Principal Sum; or
- (3) [\$5,000.]

[Rehabilitation Benefit

Subject to all conditions and limitations of this Rider, if You [or a covered Dependent] suffer a Covered Loss other than death, a Rehabilitation Benefit will be paid in addition to the Principal Sum.

What is the Rehabilitation Benefit payable?

The Rehabilitation Benefit payable is the lesser of:

- (1) the Expense Incurred for Rehabilitative Training; or
- (2) [2.5%] of the Principal Sum; or
- (3) [\$10,000].

Rehabilitative Training means any training which:

- (1) is required due to the injury; and
- (2) prepares You [or a covered Dependent] for an occupation in which You [or a covered Dependent] would not have engaged except for the injury.

Expense Incurred means the actual cost of the:

- (1) training; and
- (2) materials needed for the training.

The expense must be incurred during the [24-month] period that begins on the date of the accident.]

[Therapeutic Counseling Benefit

Subject to all conditions and limitations of this Rider if You suffer a Covered Loss other than death, then a Therapeutic Counseling Benefit will be payable in addition to the Principal Sum. For this Benefit to be payable, the Therapeutic Counseling services must:

- (1) begin within 90 days after the date of the Loss; and
- (2) be incurred no later than one year after the date of the Covered Loss.

What is the Therapeutic Counseling Benefit payable?

The Therapeutic Counseling Benefit payable is the lesser of:

- (1) the Reasonable Expenses incurred for Therapeutic Counseling which exceed benefits provided by any other Plan; or
- (2) [5%] of the Principal Sum; or
- (3) [\$5,000].

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where received by You. For purposes of this Benefit, We reserve the right to determine Reasonable Expenses. An expense is considered to be incurred on the date it is rendered.

Plan means any:

- (1) group, blanket or franchise health insurance;
- (2) group hospital, medical service or pre-payment plan;
- (3) labor-management trustee, union welfare, employer organization or employee benefit organization plan;
- (4) automobile insurance medical payments benefit or automobile reparations insurance (no fault);
- (5) governmental program or coverage required or provided by any statute except Medicare; or
- (6) Workers' Compensation or similar law.]

[Adaptive Home and Vehicle Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss other than death, an Adaptive Home and Vehicle Benefit will be payable in addition to the Principal Sum. For this Benefit to be payable:

- (1) such home alterations must be:
 - (a) made by a person or persons with experience in such alterations; and
 - (b) recommended by a recognized organization associated with the Covered Loss;
- (2) such vehicle modifications must be:
 - (a) carried out by a person or persons with experience in such matters; and
 - (b) approved by the Motor Vehicle Department.

What is the Adaptive Home and Vehicle Benefit payable?

The Adaptive Home and Vehicle Benefit payable is the lesser of:

- (1) [2.5%] of the Principal Sum; or
- (2) [\$2,500]; or
- (3) the actual one-time cost, for such alterations and/or modifications, incurred within two years from the date of the Covered Loss, to Your:
 - (1) principal residence; and/or
 - (2) Automobile,

to make the residence accessible to You, or the Automobile driveable or rideable for You.

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

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

[Brain Damage Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss and are diagnosed by a licensed physician as having Traumatic Brain Injury (TBI) as a result of and within [60 days] of a Covered Accident, and such TBI has lasted for a minimum of 12 consecutive months, we will pay a benefit equal to the lesser of:

- (1) [1%]of the Principal Sum; or
- (2) [1%] of the difference between Your Principal Sum and the amount of any benefits paid under this Rider as an Accidental Death and Dismemberment benefit for the same accident.

[You must be hospitalized due to the TBI for a least seven days within the first 60 days following the accident]. This benefit will be paid monthly until the earlier of the following:

- (1) the date of Your death; or
- (2) the date 1% of the difference between Your Principal Sum and the amount of any benefits paid under this Rider as an Accidental Death and Dismemberment benefit for the same accident is paid.

In no event will the amount payable under this benefit exceed \$50,000.]

If an Accidental Death payment is due under this Rider, the amount of such payment will be reduced by the amount of insurance paid under this Brain Damage Benefit.]

[Coma Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss as a result of a Covered Accident and You:

- (1) become Comatose, within [31] days from the date of the accident; and
- (2) remain continuously Comatose for at least 30 days,

We will pay a Coma Benefit.

What is the Coma Benefit payable?

The Coma Benefit payable is an amount equal to 1% of the Principal Sum, subject to a minimum of [\$150] and a maximum of [\$500] per month, paid to You over a [12] month period. The first benefit will be paid on the date We receive proof that You have become Comatose as indicated above.

In no event will the amount payable under this benefit exceed Your Principal Sum, less all other payments under this Rider as an Accidental Death and Dismemberment Benefit for all losses which are due to the same accident.

When will payments terminate?

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

- (1) end of the month in which You die;
- (2) end of the month in which You recover from the Coma;
- (3) date on which the total of Coma Benefit payments equals Your Principal Sum, less all other payments under this Rider as an Accidental Death and Dismemberment Benefit for all losses which are due to the same accident; or
- (4) date on which [12] monthly Coma Benefit payments have been made.

Coma means complete and continuous:

- (1) unconsciousness; and
- (2) inability to respond to external or internal stimuli.]

[Critical Burn Benefit

Subject to all conditions and limitations of this Rider if You are Critically Burned as a result of a Covered Accident, a Critical Burn Benefit is payable.

What conditions are necessary for a Critical Burn Benefit to become payable?

You must be Critically Burned as the result of an Covered Accident which:

- (1) requires that You undergo reconstructive surgery, as determined by a Physician; and
- [(2) occurs while You are performing Your customary duties at the employer's normal place of business or at other places the employer's business requires You to travel.]

What is the Critical Burn Benefit payable?

The Critical Burn Benefit payable is the lesser of:

- (1) 5% of the Principal Sum; or
- (2) the actual cost of the reconstructive surgery; or
- (3) \$5,000.

Critically Burned means You suffer burns which are certified by a Physician as more severe than second degree burns and which result in Permanent Disfigurement.

Permanent Disfigurement means scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

Physician means a legally qualified physician or surgeon other than a physician or surgeon who is related to You by blood or marriage.]

[Felonious Assault Benefit

Subject to all conditions and limitations of this Rider, if due to a felonious assault You suffer a Covered Loss resulting in death or dismemberment, a Felonious Assault Benefit is payable.

A felonious assault is a physical assault by another person resulting in bodily harm to You. [The assault must take place while You are performing Your customary duties at the employer's normal place of business or at other places the employer's business requires You to travel.] The assault must be a felony or misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by [an immediate family member or] [a] coworker. [Immediate family members are Your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.]

What is the Felonious Assault Benefit payable

We will pay an additional benefit equal to the lesser of;

- (1) [\$50,000] or
- (2) [25%] of the Principal Sum.]

[Hospital Benefit

Subject to all conditions and limitations of this Rider if as a direct result of injuries sustained in a Covered Accident You require hospitalization, an additional benefit will be paid to You during such hospitalization.

What is the Hospital Benefit payable?

After Your 7th day of hospitalization, a monthly benefit equal to 1% of Your Principal Sum will be paid, subject to a maximum of [\$2,500] per month for up to 12 months.

Payments for periods of less than a full month will be made on a pro-rata basis. If the period of hospitalization exceeds seven days, the benefit will be paid retroactively to the first day of hospitalization. No benefit is payable for hospitalization of seven days or fewer.]

[Motorcycle Helmet Benefit

Subject to all conditions and limitations of this Rider, if You die as a direct result of injuries sustained in a Covered Accident that occurs while You are driving or riding on a motorcycle, We will pay an additional death benefit of [\$10,000].

In order to be eligible for this benefit, the following must apply:

- (1) You were wearing a motorcycle helmet at the time of the accident, as certified in the official accident report, or by the investigating officer; and
- (2) at the time of the accident, the driver of the motorcycle was a licensed motorcycle driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Motorcycle helmet means a helmet that complies with Federal Motor Vehicle Safety Standard No. 218.]

[Occupational Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss as a result of a Covered Accident which occurs while You are performing Your customary duties at Your employer's normal place of business or at other places your employer's business requires You employee to travel, an Occupational Benefit is payable.

What is the Occupational Benefit?

The Occupational Benefit is equal to the lesser of:

- (1) 25% of the Principal Sum; or
- (2) [\$25,000].]

When should We be notified of a claim?

A claimant must give notice of a claim in writing to the Employer within 20 days after the Covered Loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

- (1) the claimant's name and address; and
- (2) the Policy number.

Are special forms required to file a claim?

Within 15 days of receiving a notice of claim, We will send forms to the claimant for providing proof of loss. If the forms are not provided within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of claim.

When must proof of loss be given?

Satisfactory written proof of loss must be sent to Us, within 90 days after the date of such loss. However, all claims must be submitted to Us within 90 days of the date Your insurance terminates.

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

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

When and to whom will Your claim be paid?

Benefits for loss of life will be paid in accordance with Your life insurance beneficiary designation. Unless otherwise specified, benefits for all other losses are payable to You.

Benefits for loss of life will be paid as soon as due written proof is received and in accordance with the Life Insurance Benefit provisions. Benefits for all other losses will be paid not more than 60 days after written proof is received.

Any payments other than for loss of life which are owing at Your death may be paid to Your estate. If any payment is owed to:

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

then We may pay up to \$1,000 to Your relative who is entitled to it in Our opinion. Any such payment shall fulfill Our responsibility for the amount paid.

What types of injuries are excluded from coverage?

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

- (1) sickness;
- (2) disease;
- (3) any medical treatment for items (1) or (2);
- (4) any infection, except a pus-forming infection of an accidental cut or wound;
- (5) war or any act of war, whether war is declared or not;
- (6) any injury received while in any armed service of a country which is at war or engaged in armed conflict;
- (7) any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane;
- (8) taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered by a licensed physician;
- (9) the injured person's intoxication; or
- (10) any injury received as a result of doing any work for pay or profit[, except as provided in this Rider];
- (11) the insured person committing or attempting to commit a felony or being engaged in an illegal occupation;
- (12) injuries received while operating, learning to operate or acting as a pilot or crew member of an aircraft.

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

SIGNED FOR GERBER LIFE INSURANCE COMPANY



[President and CEO]

GERBER LIFE INSURANCE COMPANY

[1311 Mamaroneck Avenue
White Plains, New York 10605]

**SUPPLEMENTAL APPLICATION FOR ACCIDENTAL DEATH, DISMEMBERMENT BENEFIT (AD&D)
RIDER**

Application is hereby made to Gerber Life Insurance Company on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Gerber Life approval before insurance can become effective.

If this application is approved by Gerber Life Insurance Company it will be attached to and made part of the Group Policy. Insurance will become effective on the requested effective date shown below, unless Gerber Life sends written notice of a different effective date.

If individuals contribute to the cost of any of the Group Insurance, such Insurance will be effective on the later of: 1.) The date the required number have enrolled; 2.) The Effective Date Requested, or 3.) The date any underwriting requirements for enrollment are met.

1. The application is made with premium. The premium amount is the estimated, amount due for the first month. It will be applied toward the first premium on the proposed Group Policy: \$_____
2. Requested effective Date: _____
3. Name of Applicant: _____
4. Main address: _____
5. GROUP INSURANCE APPLIED FOR (please check):

Principal Sum \$_____

- | | |
|----------------------------------|-----------------|
| [Education Benefit | Yes ___ No ___] |
| [Spouse Education Benefit | Yes ___ No ___] |
| [Day Care Benefit | Yes ___ No ___] |
| [Common Carrier Benefit | Yes ___ No ___] |
| [Seat Belt/Air Bag Benefit | Yes ___ No ___] |
| [Repatriation Benefit | Yes ___ No ___] |
| [Rehabilitation Benefit | Yes ___ No ___] |
| [Therapeutic Counseling Benefit | Yes ___ No ___] |
| [Adaptive Home & Vehicle Benefit | Yes ___ No ___] |
| [Brain Damage Benefit | Yes ___ No ___] |
| [Coma Benefit | Yes ___ No ___] |
| [Critical Burn Benefit | Yes ___ No ___] |
| [Felonious Assault Benefit | Yes ___ No ___] |
| [Hospital Benefit | Yes ___ No ___] |
| [Motorcycle Helmet Benefit | Yes ___ No ___] |
|
 | |
| [Occupational Benefit | Yes ___ No ___] |
| [Disappearance Benefit | Yes ___ No ___] |

[Dependent Accidental Death and Dismemberment Yes ___ No ___]
Principal Sum – Spouse \$_____
Principal Sum – Child \$_____

On behalf of THE APPLICANT, I represent to the best of my knowledge and belief that the information provided in this Application is complete and true. I understand and agree that: 1) this Application shall be the basis of and a part of any policy issued; 2) no information given to, or acquired by, any representative of Gerber Life Insurance Company will bind Gerber Life unless it appears in writing on this Application; and 3) no waiver or modification will bind Gerber Life unless it is in writing and signed by an Executive Officer of Gerber Life. I understand that no coverage will be provided for any individual unless such individual is eligible under the terms of the policy or policies issued.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at _____ on _____

Sales Representative for Gerber Life Insurance Company: _____

Name of Agent/Broker _____

Name of Applicant _____

Signature _____

Name and Title of Authorized Signer _____ Employer Tax ID No. _____

By: _____

SERFF Tracking Number: FRCS-127316224
Filing Company: Gerber Life Insurance Company
Company Tracking Number: 5541
TOI: L04G Group Life - Term
Product Name: GL-05-C-ADD Rider
Project Name/Number: Gerber/177/177

State: Arkansas
State Tracking Number: 49304
Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium

Supporting Document Schedules

Item Status: **Status
Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AUTH_Gerber 6-20-2011.pdf
AR CoC.pdf
AR RDB.pdf

Item Status: **Status
Date:**

Satisfied - Item: Application

Comments:

Please see Form Schedule for application.

Item Status: **Status
Date:**

Satisfied - Item: Statements of Variability, and
Annotated versions of Forms

Comments:

Attachments:

GL-05-C-ADD Rider SOV.pdf
GL-05-C-ADD Rider Annotated.pdf
GER-ADD-APP-AR suppl app SOV.pdf
GER-ADD-APP-AR suppl app annotated.pdf



Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605
Tel: 914.272.4000 • Fax: 914.272.4099



June 20, 2011

To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Gerber Life Insurance Company

By: 
Title: Vice President, General Counsel & Secretary

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Gerber Life Insurance Company

Form Title(s): Supplemental Accidental Death, Dismemberment Benefit Rider
Supplemental Application for Accidental Death, Dismemberment Benefit
(AD&D) Rider

Form Number(s): GL-05-C-ADD
GER-ADD-APP-AR

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Robert J. Lodewick
Vice President, General Counsel & Secretary

July 8, 2011
Date

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: Gerber Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
GL-05-C-ADD	51.4
GER-ADD-APP-AR	64.0



Robert J. Lodewick
Vice President, General Counsel & Secretary

July 8, 2011
Date

**Statement of Variable Language for
Group Term Life Insurance Rider, Form GL-05-C-ADD
(June 12, 2011)**

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

Page #	Provision/Title	Variable	Description of Variable
1	Company Address	1	Company address may change.
	Effective Date of Rider	2	John Doe Information
	Policyholder	3	John Doe Information
	Policy Number	4	John Doe Information
	Number of days in What does a Covered Loss Mean?	5	Will be one of the following: "90 days", "91 days", "180 days" or "365 days".
	Principal sum	6	John Doe Information. The range will be \$5,000 - \$3,000,000. The maximum coverage on the employee will be reasonably related to both the total amount of insurance on the group and the average amount of insurance on each member of the group.
	Dependent Accidental Death & Dismemberment – for Spouse and/or Child	7	May be in or out based on Policyholder design.
	Principal Sum – Spouse	8	John Doe Information. The range will be \$5,000 - \$3,000,000, but may not exceed amount of insurance the employee or member is eligible at the time application is made for spouse coverage.
	Principal Sum – Child	9	John Doe Information. The range will be \$2,000 - \$75,000, but may not exceed amount of insurance the employee or member is eligible at the time application is made for child coverage.
2	Benefit: Death	10	Range: 25% to 100% of principal sum
	Benefit: Both Hands or Both Feet	11	Range: 25% to 100% of principal sum
	Benefit: One Hand and One Foot	12	Range: 25% to 100% of principal sum
	Benefit: One Hand or One Foot	13	Range: 5% to 50% of principal sum
	Benefit: Sight in Both Eyes	14	Range: 25% to 100% of principal sum
	Benefit: Sight in One Eye	15	Range: 5% to 50% of principal sum
	Benefit: Hearing in Both Ears	16	May be in or out based on Policyholder design. Range: 5% to 25% of principal sum.
	Benefit: Speech	17	May be in or out based on Policyholder design. Range: 5% to 25% of principal sum.
	Benefit: Thumb and index finger, one hand	18	May be in or out based on Policyholder design. Range: 5% to 50% of principal sum.
	Benefit: Quadriplegia	19	May be in or out based on Policyholder design. Range: 5% to 100% of principal sum.
	Benefit: Paraplegia	20	May be in or out based on Policyholder design. Range: 5% to 100% of principal sum.
	Benefit: Hemiplegia	21	May be in or out based on Policyholder design. Range: 5% to 50% of principal sum.
	Benefit: Uniplegia	22	May be in or out based on Policyholder design. Range: 5% to 50% of principal sum.
	[, speech,]	23	May be in or out based on Policyholder design.
	[or hearing]	24	May be in or out based on Policyholder design.
	[Loss of thumb and index finger means complete. . . .]	25	May be in or out based on Policyholder design.
	[Quadriplegia means total]	26	May be in or out based on Policyholder design.
	[Paraplegia means total]	27	May be in or out based on Policyholder design.
	[Hemiplegia means total]	28	May be in or out based on Policyholder design.
	[Uniplegia means total]	29	May be in or out based on Policyholder design.

	[A surgically reattached hand or foot will be deemed a permanent loss, if]	30	May be in or out based on Policyholder design.
	[Benefits may be paid for more than one accidental injury, but]	31	May be in or out based on Policyholder design.
	Disappearance Benefit	32	May be in or out based on Policyholder design.
	Exposure Benefit	33	May be in or out based on Policyholder design.
	Additional Benefits	34	May be in or out based on Policyholder design.
	Education Benefit – Insured	35	May be in or out based on Policyholder design
3	Percentage of principal sum	36	Range: 2.5% to 20% of principal sum
	Flat amount	37	Range: \$1,000 to \$10,000
	Amount in What benefits are payable if no dependent qualifies as a Student?	38	Range: \$1,000 to \$10,000
	Spouse Education Benefit - Insured	39	May be in or out based on Policyholder design.
	Percentage of principal sum	40	Range: 2.5% to 20% of principal sum
	Flat amount	41	Range: \$1,000 to \$10,000
	Amount in What benefits are payable if there is no surviving spouse?	42	Range: \$1,000 to \$10,000
4	Day Care Benefit - Insured	43	May be in or out based on Policyholder design.
	Flat amount	44	Range: \$1,000 to \$10,000
	Percentage of principal sum	45	Range: 2.5% to 20% of principal sum.
	Amount in What benefits are payable if no person is eligible for Day Care Benefits?	46	Range: \$1,000 to \$10,000
	Common Carrier Benefit – Insured or Dependent	47	May be in or out based on Policyholder design.
	[or a covered Dependent]	48	May be in or out based on Policyholder design.
	Percentage of principal sum	49	Range: 2.5% to 20% of principal sum
	Flat amount	50	Range: \$1,000 to \$200,000
5	Seat Belt/[Air Bag] Benefit – Insured or Dependent	51	May be for Insured or Dependent. May be in or out based on Policyholder design.
	[or a covered Dependent]	52	May be in or out based on Policyholder design.
	Percentage of principal sum	53	Range: 2.5% to 20% of principal sum
	Flat Amount	54	Range: \$1,000 to \$20,000
	Repatriation Benefit – Insured or Dependent	55	May be for Insured or Dependent. May be in or out based on Policyholder design.
	[or a covered Dependent]	56	May be in or out based on Policyholder design.
	Percentage of principal sum	57	Range: 2.5% to 20% of principal sum
	Flat amount	58	Range: \$1,000 to \$20,000
	Rehabilitation Benefit – Insured or Dependent	59	May be in or out based on Policyholder design.
	[or a covered Dependent]	60	May be in or out based on Policyholder design.
6	Percentage of principal sum	61	Range: 2.5% to 20% of principal sum
	Flat amount	62	Range: \$1,000 to \$10,000
	[or a covered Dependent] (2 occurrences)	63	May be in or out based on Policyholder design.
	[24-month] period	64	This will be either a 12-month period or a 24-month period and will be based on Policyholder design.
	Therapeutic Counseling Benefit – Insured	65	May be in or out based on Policyholder design.
	Percentage of principal sum	66	Range: 2.5% to 20% of principal sum

	Flat Amount	67	Range: \$1,000 to \$20,000
	Adaptive home and vehicle benefit	68	May be in or out based on Policyholder design.
7	Percentage of principal sum	69	Range: 2.5% to 20% of principal sum
	Flat Amount	70	Range: \$1,000 to \$10,000
	Brain Damage Benefit - Insured	71	May be in or out based on Policyholder design.
	Number of days of a covered accident	72	Range: 0 days to 60 days
	Percentage of principal sum	73	Range: 1% to 10% of principal sum
	Percentage of difference	74	Range: 1% to 10% of principal sum
	[You must be hospitalized . . .	75	May be in or out based on Policyholder design.
	Coma Benefit – Insured	76	May be in or out based on Policyholder design.
	Number of days from date of accident	77	Range: 0 days to 31 days
	Minimum	78	Range: \$150 to \$2,000
	Maximum per month	79	Range: \$150 to \$2,000
	Period	80	This will be either 12 months or 24 months, and will be based on Policyholder design.
8	Number of payments	81	This will be either 12 months or 24 months, and will be based on Policyholder design.
	Critical Burn Benefit – Insured	82	May be in or out based on Policyholder design.
	[2 occurs while You are performing . . .	83	May be in or out based on Policyholder design.
	Felonious Assault Benefit – Insured	84	May be in or out based on Policyholder design.
	[The assault must take place	85	May be in or out based on Policyholder design.
	[an immediate family member. . .	86	May be in or out based on Policyholder design.
	[a]	87	Will appear if prior item is deleted.
	[Immediate family member. . .	88	Will be in or out based on Policyholder design.
	Flat amount	89	Range: \$1,000 to \$100,000
	Percentage of amount payable	90	Range: 10% to 50%
9	Hospital Benefit – Insured	91	May be in or out based on Policyholder design.
	Maximum per month	92	Range: \$1,000 to \$3,000
	Motorcycle Helmet Benefit	93	May be in or out based on Policyholder design.
	Additional death benefit	94	Range: \$1,000 to \$15,000
	Occupational Benefit - Insured	95	May be in or out based on Policyholder design.
	Flat amount	96	Range: \$1,000 to \$50,000
10	[except as provided in this Rider]	97	This will be included only if occupational benefit is included. Otherwise it will be excluded.
	Officer's signature and title	98	Company officers may change from time to time.

GERBER LIFE INSURANCE COMPANY

¹[1311 MAMARONECK AVE., WHITE PLAINS, NEW YORK 10605]
(Herein called Gerber Life)

CERTIFICATE RIDER

Under

The Group Insurance Policy

Accidental Death & Dismemberment Insurance

As of

²[February 1, 2006]

Issued to

³[ABC Widget, Inc.]

The Policyholder

⁴[Policy number]

SUPPLEMENTAL ACCIDENTAL DEATH, DISMEMBERMENT BENEFIT

Gerber Life Insurance Company has issued this Rider as a part of the Certificate to which it is attached. It is issued in consideration of the application and the continued payment of the required premium. This Rider is effective on the Policy Effective Date shown on the Schedule of Insurance page of the Certificate to which it is attached.

This Rider will terminate at the earliest of the following dates:

- (1) the date the Policy or Certificate is terminated for any reason; or
- (2) the date of receipt of a written request for termination.

All terms, definitions and provisions of the Certificate, which are not inconsistent with this Rider, apply to this Rider.

All benefits payable under this Rider are payable only if the result of a Covered Loss.

What does a Covered Loss mean?

A Covered Loss means:

- (1) accidental death;
- (2) accidental injury or dismemberment by accidental injury; or
- (3) a loss other than loss of life.

A Covered Loss must result, directly and independently of all other causes from a Covered Accident, and must occur within ⁵[365 days] after the date of a Covered Accident.

What does a Covered Accident mean?

A Covered Accident means an event which is unintended, unexpected, and unforeseen. A Covered Accident must occur while an insured's coverage is in force and be independent of all other causes.

Schedule of Benefits

What Accidental Death and Dismemberment Benefits are available to You?

Accidental Death and Dismemberment	
Principal Sum	⁶ [\$30,000]
⁷ [Dependent Accidental Death and Dismemberment	
Principal Sum – Spouse	⁸ [\$30,000]
Principal Sum – Child	⁹ [\$30,000]]

The benefit for Accidental Death under this Rider will be payable in addition to the Death Benefit provided in the Certificate.

Benefit per Covered Loss**Percentage of Principal Sum**

Death	¹⁰ [100%]
Both Hands or Both Feet	¹¹ [100%]
One Hand and One Foot	¹² [100%]
One Hand or One Foot	¹³ [50%]
Sight in Both Eyes	¹⁴ [100%]
Sight in One Eye	¹⁵ [50%]
¹⁶ [Hearing in Both Ears	25%]
¹⁷ [Speech	25%]
¹⁸ [Thumb and index finger, one hand	50%]
¹⁹ [Quadriplegia	100%]
²⁰ [Paraplegia	75%]
²¹ [Hemiplegia	50%]
²² [Uniplegia	50%]

Loss of hands or feet means complete severance at or above the wrists or ankle joints. Loss of sight²³[, speech,]²⁴[or hearing]means the entire and irrecoverable loss of sight²³[, speech,]²⁴[or hearing] which cannot be corrected by medical or surgical treatment or by artificial means. ²⁵[Loss of thumb and index finger means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints.] ²⁶[Quadriplegia means total paralysis of both upper and lower limbs.] ²⁷[Paraplegia means total paralysis of both lower limbs.] ²⁸[Hemiplegia means total paralysis of upper and lower limbs on one side of the body.] ²⁹[Uniplegia means total paralysis of one limb.] Severance means the complete and permanent separation and dismemberment of the part from the body.

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident.

³⁰[A surgically reattached hand or foot will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed physician.]

³¹[Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for Your losses under this Rider, including any amount paid according to the terms of the Additional Benefits section of this Rider, will never exceed one times Your full amount of insurance shown on the Schedule of Benefits.]

³²[Disappearance Benefit

If Your body has not been found after one year from the date the conveyance in which You were traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this Rider, that You have died as a result of an accidental injury which was unintended, unexepcted and unforeseen. Your death shall be considered a Covered Loss under this Rider.]

³³[Exposure Benefit

If You are unavoidably exposed to the elements following a Covered Accident that results in the explosion, sinking, stranding, forced landing or wrecking of the conveyance in which You were traveling, Your exposure to the elements shall be considered a Covered Loss under this Rider.]

³⁴[Additional Benefits]**³⁵[Education Benefit**

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss resulting in death, then an Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to each of Your dependents who qualifies as a Student.

Who may qualify as a Student?

A Student, for the purpose of this Education Benefit, means a person who is Your dependent on the date of Your death, and who:

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

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

No benefit is payable to any dependent who has not furnished proof to Us of his Student status.

What is the Education Benefit payable?

The Education Benefit payable is the lesser of:

- (1) the actual tuition expense for any one school year; or
- (2) ³⁶[2.5%] of Your Principal Sum; or
- (3) ³⁷[\$2,500]

We will not pay more than one Education Benefit per Student during any one school year.

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

When will payments terminate?

The Education Benefit will no longer be payable on the earlier of:

- (1) the date on which the 4th Education Benefit for a Student is paid; or
- (2) the end of the 12th consecutive month during which the dependent has not furnished satisfactory proof to Us that he is a Student.

What benefits are payable if no dependent qualifies as a Student?

If no dependent qualifies as a Student, then We will pay ³⁸[\$1,250] in accordance with Your beneficiary designation.]

³⁹[Spouse Education Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss resulting in death, then a Spouse Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to Your spouse.

What conditions are necessary for Spouse Education Benefits to become payable?

To qualify for this Benefit, Your spouse must enroll in an Occupational Training program:

- (1) for the purpose of obtaining an independent source of income; and
- (2) within one year of the date of Your death.

What is the Spouse Education Benefit payable?

The Spouse Education Benefit payable is the lesser of:

- (1) the Expense Incurred for Occupational Training; or
- (2) ⁴⁰[2.5%] of Your Principal Sum; or
- (3) ⁴¹[\$2,500].

We will pay the Spouse Education Benefit immediately after We receive proof that Your spouse has enrolled in an Occupational Training program.

What benefits are payable if there is no surviving spouse?

If there is no surviving spouse, We will pay ⁴²[\$1,250] in accordance with Your beneficiary designation.

Occupational Training means any:

- (1) education;
- (2) professional; or
- (3) trade training

program which prepares the spouse for an occupation for which he otherwise would not have been qualified.

Expense Incurred means:

- (1) the actual tuition charged, exclusive of room and board; and
- (2) the actual cost of the materials needed

for the Occupational Training program. The expense must be incurred during the two year period that begins on the date of Your death.]

⁴³**[Day Care Benefit**

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss resulting in death, then a Day Care Benefit is payable in addition to the Principal Sum. The Day Care Benefit is payable for each dependent if:

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

What is the Day Care Benefit payable?

The Day Care Benefit payable is the lesser of:

- (1) ⁴⁴[\$2,500]; or
- (2) ⁴⁵[2.5%] of Your Principal Sum.

One Day Care Benefit is payable each year for each dependent who qualifies for Day Care Benefits. No more than four Day Care Benefits will be payable for each dependent. Payment will be made to the person who has primary responsibility for such dependent's expenses.

What proof must be given?

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

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

Proof of enrollment must be sent to Us prior to the last day of the 12th month on or next following the date of Your death.

Day Care Program means a program of child care which:

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

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

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

If no dependent qualifies for Day Care Benefits, then We will pay ⁴⁶[\$1,250] in accordance with Your beneficiary designation.]

⁴⁷**[Common Carrier Benefit**

Subject to all conditions and limitations of this Rider, if You ⁴⁸[or a covered Dependent] suffer a Covered Loss resulting in death, while a passenger on or in:

- (1) any means of transportation licensed to carry passengers for money; or
 - (2) a transport-type aircraft of the national military air transport service of any country,
- then a Common Carrier Benefit will be payable in addition to the Principal Sum.

A passenger is defined to be an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a means of transportation.

This Common Carrier Benefit will not apply to a Loss sustained by a passenger in an aircraft owned, operated, chartered, or leased by or for the Employer.

What is the Common Carrier Benefit payable?

The Common Carrier Benefit payable is the lesser of:

- (1) ⁴⁹[the insured's] Principal Sum, or
- (2) ⁵⁰[\$100,000].]

⁵¹**[Seat Belt/Air Bag] Benefit**

Subject to all conditions and limitations of this Rider, if You ⁵²[or a covered Dependent] suffer a Covered Loss resulting in death while:

- (1) a passenger riding in; or
- (2) the licensed operator of,

an Automobile and, at the time of the accident, You were properly wearing a Seat Belt as verified on the police report, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

What is the Seat Belt Benefit payable?

The Seat Belt Benefit payable is the lesser of:

- (1) ⁵³[10%] of the Principal Sum; or
- (2) ⁵⁴[\$10,000.]

What conditions are necessary for an Air Bag Benefit to become payable?

If a Seat Belt Benefit is payable, We will pay an additional 5% of Principal Sum, subject to a maximum of \$5,000, as an Air Bag Benefit, provided that:

- (1) You were positioned in a seat that was equipped with a factory installed Air Bag;
- (2) You were properly strapped in the Seat Belt when the Air Bag inflated; and
- (3) the police report establishes that the Air Bag inflated properly upon impact.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. An Air Bag is not considered a Seat Belt.

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

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

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.]

⁵⁵**[Repatriation Benefit**

Subject to all conditions and limitations of this Rider, if You ⁵⁶[or a covered Dependent] suffer a Covered Loss resulting in death, then a Repatriation Benefit will be paid in addition to the Principal Sum. For a Repatriation Benefit to be payable, the death must occur outside the territorial limits of the state or country of Your place of permanent residence.

What is the Repatriation Benefit payable?

The Repatriation Benefit payable is the lesser of:

- (1) the expense incurred for:
 - (a) preparation of the body for burial or cremation; and
 - (b) transportation of the body to the place of burial or cremation; or
- (2) ⁵⁷[2.5%] of the Principal Sum; or
- (3) ⁵⁸[\$5,000.]

⁵⁹**[Rehabilitation Benefit**

Subject to all conditions and limitations of this Rider, if You ⁶⁰[or a covered Dependent] suffer a Covered Loss other than death, a Rehabilitation Benefit will be paid in addition to the Principal Sum.

What is the Rehabilitation Benefit payable?

The Rehabilitation Benefit payable is the lesser of:

- (1) the Expense Incurred for Rehabilitative Training; or
- (2) ⁶¹[2.5%] of the Principal Sum; or
- (3) ⁶²[\$10,000].

Rehabilitative Training means any training which:

- (1) is required due to the injury; and
- (2) prepares You ⁶³[or a covered Dependent] for an occupation in which You ⁶³[or a covered Dependent] would not have engaged except for the injury.

Expense Incurred means the actual cost of the:

- (1) training; and
- (2) materials needed for the training.

The expense must be incurred during the ⁶⁴[24-month] period that begins on the date of the accident.]

⁶⁵[Therapeutic Counseling Benefit

Subject to all conditions and limitations of this Rider if You suffer a Covered Loss other than death, then a Therapeutic Counseling Benefit will be payable in addition to the Principal Sum. For this Benefit to be payable, the Therapeutic Counseling services must:

- (1) begin within 90 days after the date of the Loss; and
- (2) be incurred no later than one year after the date of the Covered Loss.

What is the Therapeutic Counseling Benefit payable?

The Therapeutic Counseling Benefit payable is the lesser of:

- (1) the Reasonable Expenses incurred for Therapeutic Counseling which exceed benefits provided by any other Plan; or
- (2) ⁶⁶[5%] of the Principal Sum; or
- (3) ⁶⁷[\$5,000].

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where received by You. For purposes of this Benefit, We reserve the right to determine Reasonable Expenses. An expense is considered to be incurred on the date it is rendered.

Plan means any:

- (1) group, blanket or franchise health insurance;
- (2) group hospital, medical service or pre-payment plan;
- (3) labor-management trustee, union welfare, employer organization or employee benefit organization plan;
- (4) automobile insurance medical payments benefit or automobile reparations insurance (no fault);
- (5) governmental program or coverage required or provided by any statute except Medicare; or
- (6) Workers' Compensation or similar law.]

⁶⁸[Adaptive Home and Vehicle Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss other than death, an Adaptive Home and Vehicle Benefit will be payable in addition to the Principal Sum. For this Benefit to be payable:

- (1) such home alterations must be:
 - (a) made by a person or persons with experience in such alterations; and
 - (b) recommended by a recognized organization associated with the Covered Loss;
- (2) such vehicle modifications must be:
 - (a) carried out by a person or persons with experience in such matters; and
 - (b) approved by the Motor Vehicle Department.

What is the Adaptive Home and Vehicle Benefit payable?

The Adaptive Home and Vehicle Benefit payable is the lesser of:

- (1) ⁶⁹[2.5%] of the Principal Sum; or
- (2) ⁷⁰[\$2,500]; or
- (3) the actual one-time cost, for such alterations and/or modifications, incurred within two years from the date of the Covered Loss, to Your:
 - (1) principal residence; and/or
 - (2) Automobile,

to make the residence accessible to You, or the Automobile driveable or rideable for You.

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

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

⁷¹[Brain Damage Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss and are diagnosed by a licensed physician as having Traumatic Brain Injury (TBI) as a result of and within ⁷²[60 days] of a Covered Accident, and such TBI has lasted for a minimum of 12 consecutive months, we will pay a benefit equal to the lesser of:

- (1) ⁷³[1%] of the Principal Sum; or
- (2) ⁷⁴[1%] of the difference between Your Principal Sum and the amount of any benefits paid under this Rider as an Accidental Death and Dismemberment benefit for the same accident.

⁷⁵[You must be hospitalized due to the TBI for a least seven days within the first 60 days following the accident]. This benefit will be paid monthly until the earlier of the following:

- (1) the date of Your death; or
- (2) the date 1% of the difference between Your Principal Sum and the amount of any benefits paid under this Rider as an Accidental Death and Dismemberment benefit for the same accident is paid.

In no event will the amount payable under this benefit exceed \$50,000.]

If an Accidental Death payment is due under this Rider, the amount of such payment will be reduced by the amount of insurance paid under this Brain Damage Benefit.]

⁷⁶[Coma Benefit

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss as a result of a Covered Accident and You:

- (1) become Comatose, within ⁷⁷[31] days from the date of the accident; and
- (2) remain continuously Comatose for at least 30 days,

We will pay a Coma Benefit.

What is the Coma Benefit payable?

The Coma Benefit payable is an amount equal to 1% of the Principal Sum, subject to a minimum of ⁷⁸[\$150] and a maximum of ⁷⁹[\$500] per month, paid to You over a ⁸⁰[12] month period. The first benefit will be paid on the date We receive proof that You have become Comatose as indicated above.

In no event will the amount payable under this benefit exceed Your Principal Sum, less all other payments under this Rider as an Accidental Death and Dismemberment Benefit for all losses which are due to the same accident.

When will payments terminate?

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

- (1) end of the month in which You die;
- (2) end of the month in which You recover from the Coma;
- (3) date on which the total of Coma Benefit payments equals Your Principal Sum, less all other payments under this Rider as an Accidental Death and Dismemberment Benefit for all losses which are due to the same accident; or
- (4) date on which ⁸¹[12] monthly Coma Benefit payments have been made.

Coma means complete and continuous:

- (1) unconsciousness; and
- (2) inability to respond to external or internal stimuli.]

⁸²**[Critical Burn Benefit**

Subject to all conditions and limitations of this Rider if You are Critically Burned as a result of a Covered Accident, a Critical Burn Benefit is payable.

What conditions are necessary for a Critical Burn Benefit to become payable?

You must be Critically Burned as the result of an Covered Accident which:

- (1) requires that You undergo reconstructive surgery, as determined by a Physician; and
- ⁸³[(2) occurs while You are performing Your customary duties at the employer's normal place of business or at other places the employer's business requires You to travel.]

What is the Critical Burn Benefit payable?

The Critical Burn Benefit payable is the lesser of:

- (1) 5% of the Principal Sum; or
- (2) the actual cost of the reconstructive surgery; or
- (3) \$5,000.

Critically Burned means You suffer burns which are certified by a Physician as more severe than second degree burns and which result in Permanent Disfigurement.

Permanent Disfigurement means scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

Physician means a legally qualified physician or surgeon other than a physician or surgeon who is related to You by blood or marriage.]

⁸⁴**[Felonious Assault Benefit**

Subject to all conditions and limitations of this Rider, if due to a felonious assault You suffer a Covered Loss resulting in death or dismemberment, a Felonious Assault Benefit is payable.

A felonious assault is a physical assault by another person resulting in bodily harm to You. ⁸⁵[The assault must take place while You are performing Your customary duties at the employer's normal place of business or at other places the employer's business requires You to travel.] The assault must be a felony or misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by ⁸⁶[an immediate family member or] ⁸⁷[a] coworker. ⁸⁸[Immediate family members are Your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.]

What is the Felonious Assault Benefit payable

We will pay an additional benefit equal to the lesser of:

- (1) ⁸⁹[\$50,000] or
- (2) ⁹⁰[25%] of the Principal Sum.]

⁹¹**[Hospital Benefit**

Subject to all conditions and limitations of this Rider if as a direct result of injuries sustained in a Covered Accident You require hospitalization, an additional benefit will be paid to You during such hospitalization.

What is the Hospital Benefit payable?

After Your 7th day of hospitalization, a monthly benefit equal to 1% of Your Principal Sum will be paid, subject to a maximum of ⁹²[\$2,500] per month for up to 12 months.

Payments for periods of less than a full month will be made on a pro-rata basis. If the period of hospitalization exceeds seven days, the benefit will be paid retroactively to the first day of hospitalization. No benefit is payable for hospitalization of seven days or fewer.]

⁹³**[Motorcycle Helmet Benefit**

Subject to all conditions and limitations of this Rider, if You die as a direct result of injuries sustained in a Covered Accident that occurs while You are driving or riding on a motorcycle, We will pay an additional death benefit of ⁹⁴[\$10,000].

In order to be eligible for this benefit, the following must apply:

- (1) You were wearing a motorcycle helmet at the time of the accident, as certified in the official accident report, or by the investigating officer; and
- (2) at the time of the accident, the driver of the motorcycle was a licensed motorcycle driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Motorcycle helmet means a helmet that complies with Federal Motor Vehicle Safety Standard No. 218.]

⁹⁵**[Occupational Benefit**

Subject to all conditions and limitations of this Rider, if You suffer a Covered Loss as a result of a Covered Accident which occurs while You are performing Your customary duties at Your employer's normal place of business or at other places your employer's business requires You employee to travel, an Occupational Benefit is payable.

What is the Occupational Benefit?

The Occupational Benefit is equal to the lesser of:

- (1) 25% of the Principal Sum; or
- (2) ⁹⁶[\$25,000].]

When should We be notified of a claim?

A claimant must give notice of a claim in writing to the Employer within 20 days after the Covered Loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

- (1) the claimant's name and address; and
- (2) the Policy number.

Are special forms required to file a claim?

Within 15 days of receiving a notice of claim, We will send forms to the claimant for providing proof of loss. If the forms are not provided within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of claim.

When must proof of loss be given?

Satisfactory written proof of loss must be sent to Us, within 90 days after the date of such loss. However, all claims must be submitted to Us within 90 days of the date Your insurance terminates.

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

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

When and to whom will Your claim be paid?

Benefits for loss of life will be paid in accordance with Your life insurance beneficiary designation. Unless otherwise specified, benefits for all other losses are payable to You.

Benefits for loss of life will be paid as soon as due written proof is received and in accordance with the Life Insurance Benefit provisions. Benefits for all other losses will be paid not more than 60 days after written proof is received.

Any payments other than for loss of life which are owing at Your death may be paid to Your estate. If any payment is owed to:

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

then We may pay up to \$1,000 to Your relative who is entitled to it in Our opinion. Any such payment shall fulfill Our responsibility for the amount paid.

What types of injuries are excluded from coverage?

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

- (1) sickness;
- (2) disease;
- (3) any medical treatment for items (1) or (2);
- (4) any infection, except a pus-forming infection of an accidental cut or wound;
- (5) war or any act of war, whether war is declared or not;
- (6) any injury received while in any armed service of a country which is at war or engaged in armed conflict;
- (7) any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane;
- (8) taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered by a licensed physician;
- (9) the injured person's intoxication; or
- (10) any injury received as a result of doing any work for pay or profit ⁹⁷, except as provided in this Rider];
- (11) the insured person committing or attempting to commit a felony or being engaged in an illegal occupation;
- (12) injuries received while operating, learning to operate or acting as a pilot or crew member of an aircraft.

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

SIGNED FOR GERBER LIFE INSURANCE COMPANY

⁹⁸[



President and CEO]

**Statement of Variable Language for
Group Term Life Insurance Supplemental Application - Form GER-ADD-APP-AR
(June 12, 2011)**

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

Provision/Title	Variable	Description of Variable
Company Address	1	Company address may change.
Education Benefit	2	May be in or out based on Policyholder design
Spouse Education Benefit	3	May be in or out based on Policyholder design
Day Care Benefit	4	May be in or out based on Policyholder design
Common Carrier Benefit	5	May be in or out based on Policyholder design
Seat Belt/Air Bag Benefit	6	May be in or out based on Policyholder design
Repatriation Benefit	7	May be in or out based on Policyholder design
Rehabilitation Benefit	8	May be in or out based on Policyholder design
Therapeutic Counseling Benefit	9	May be in or out based on Policyholder design
Adaptive Home & Vehicle Benefit	10	May be in or out based on Policyholder design
Brain Damage Benefit	11	May be in or out based on Policyholder design
Coma Benefit	12	May be in or out based on Policyholder design
Critical Burn Benefit	13	May be in or out based on Policyholder design
Felonious Assault Benefit	14	May be in or out based on Policyholder design
Hospital Benefit	15	May be in or out based on Policyholder design
Motorcycle Helmet Benefit	16	May be in or out based on Policyholder design
Occupational Benefit	17	May be in or out based on Policyholder design
Disappearance Benefit	18	May be in or out based on Policyholder design
Dependent Accidental Death and Dismemberment – Spouse/Child	19	May be in or out based on Policyholder design

GERBER LIFE INSURANCE COMPANY

¹[1311 Mamaroneck Avenue
White Plains, New York 10605]

**SUPPLEMENTAL APPLICATION FOR ACCIDENTAL DEATH, DISMEMBERMENT BENEFIT (AD&D)
RIDER**

Application is hereby made to Gerber Life Insurance Company on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Gerber Life approval before insurance can become effective.

If this application is approved by Gerber Life Insurance Company it will be attached to and made part of the Group Policy. Insurance will become effective on the requested effective date shown below, unless Gerber Life sends written notice of a different effective date.

If individuals contribute to the cost of any of the Group Insurance, such Insurance will be effective on the later of: 1.) The date the required number have enrolled; 2.) The Effective Date Requested, or 3.) The date any underwriting requirements for enrollment are met.

1. The application is made with premium. The premium amount is the estimated, amount due for the first month. It will be applied toward the first premium on the proposed Group Policy: \$_____
2. Requested effective Date: _____
3. Name of Applicant: _____
4. Main address: _____
5. GROUP INSURANCE APPLIED FOR (please check):

Principal Sum \$_____

- | | |
|--|-----------------|
| ² [Education Benefit | Yes ___ No ___] |
| ³ [Spouse Education Benefit | Yes ___ No ___] |
| ⁴ [Day Care Benefit | Yes ___ No ___] |
| ⁵ [Common Carrier Benefit | Yes ___ No ___] |
| ⁶ [Seat Belt/Air Bag Benefit | Yes ___ No ___] |
| ⁷ [Repatriation Benefit | Yes ___ No ___] |
| ⁸ [Rehabilitation Benefit | Yes ___ No ___] |
| ⁹ [Therapeutic Counseling Benefit | Yes ___ No ___] |
| ¹⁰ [Adaptive Home & Vehicle Benefit | Yes ___ No ___] |
| ¹¹ [Brain Damage Benefit | Yes ___ No ___] |
| ¹² [Coma Benefit | Yes ___ No ___] |
| ¹³ [Critical Burn Benefit | Yes ___ No ___] |
| ¹⁴ [Felonious Assault Benefit | Yes ___ No ___] |
| ¹⁵ [Hospital Benefit | Yes ___ No ___] |
| ¹⁶ [Motorcycle Helmet Benefit | Yes ___ No ___] |
|
 | |
| ¹⁷ [Occupational Benefit | Yes ___ No ___] |
| ¹⁸ [Disappearance Benefit | Yes ___ No ___] |

- ¹⁹[Dependent Accidental Death and Dismemberment Yes ___ No ___]
Principal Sum – Spouse \$_____
Principal Sum – Child \$_____

On behalf of THE APPLICANT, I represent to the best of my knowledge and belief that the information provided in this Application is complete and true. I understand and agree that: 1) this Application shall be the basis of and a part of any policy issued; 2) no information given to, or acquired by, any representative of Gerber Life Insurance Company will bind Gerber Life unless it appears in writing on this Application; and 3) no waiver or modification will bind Gerber Life unless it is in writing and signed by an Executive Officer of Gerber Life. I understand that no coverage will be provided for any individual unless such individual is eligible under the terms of the policy or policies issued.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at _____ on _____

Sales Representative for Gerber Life Insurance Company: _____

Name of Agent/Broker _____

Name of Applicant _____

Signature _____

Name and Title of Authorized Signer _____ Employer Tax ID No. _____

By: _____