

SERFF Tracking Number: NGLI-127907596 State: Arkansas  
Filing Company: National Guardian Life Insurance Company State Tracking Number: 50515  
Company Tracking Number: NGRPTL  
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
Product Name: Group Term Life  
Project Name/Number: GTL/1

## Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: Group Term Life

SERFF Tr Num: NGLI-127907596 State: Arkansas

TOI: L04G Group Life - Term

SERFF Status: Closed-Approved-  
Closed State Tr Num: 50515

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

Co Tr Num: NGRPTL

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Bill Dougherty, John  
Martin

Disposition Date: 01/09/2012

Date Submitted: 12/19/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: GTL

Status of Filing in Domicile: Not Filed

Project Number: 1

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Not yet filed in our  
domicile of Wisconsin.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer, Association, Trust

Overall Rate Impact:

Filing Status Changed: 01/09/2012

State Status Changed: 01/09/2012

Deemer Date:

Created By: John Martin

Submitted By: John Martin

Corresponding Filing Tracking Number:

Filing Description:

Re: National Guardian Life Insurance Company

NAIC #: 66583

FEIN #: 39-0493780

Group Term Life Policy Form NGRPTL 5/11

SERFF Tracking Number: NGLI-127907596 State: Arkansas  
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Group Certificate of Insurance Form NCRTL 5/11  
Application Form NGRPAPTTL 5/11  
Group Insurance Health Statement – Employee Form NTLEnroll 5/11  
Group Insurance Health Statement – Spouse Form NTLEnrollSP 5/11  
Group Insurance Health Statement – Child Form NTLEnrollCH 5/11  
Accelerated Death Benefit Disclosure Form NABDisc 5/11

Enclosed for your review and approval are the above referenced forms in final, printed format, which are being submitted on behalf of National Guardian Life Insurance Company. These forms are new and are not intended to replace any forms previously approved by your Department.

Policy Form NGRPTL 5/11 is designed to provide Group Term Life Coverage, along with coverage for Accidental Death and Dismemberment and/or Disability Income, as described therein, to persons who are eligible. Dependent coverage may be made available as well. The policy is intended to insure eligible groups in your state (primarily employers).

Certificate Form NCRTL 5/11 is the certificate designed to evidence coverage under the Policy.

Application Form NGRPAPTTL 5/11 is the form that will be completed by the employer to apply for the policy.

The three Group Health Insurance Statements, forms NTLEnroll 5/11, NTLEnrollSP 5/11 and NTLEnrollCH 5/11, will be utilized in those instances when individual underwriting is required.

Accelerated Benefit Disclosure NABDisc 5/11 is the form that will be utilized when an accelerated benefit is requested.

Certain areas of text are bracketed to indicate our request that they be approved as variable. Variability, as indicated by the use of "[ ]" brackets, is being requested for content where required language may change subject to underwriting modification or negotiations with the policyholder. Variability, as indicated by the use of "{ }" brackets, is being requested for inclusion for certain words, phrases and in some cases entire items. This latter request is needed so that we can delete text that is not applicable to the case-specific plan details (e.g. should a plan not include dependent coverage, all references to such coverage would necessarily be deleted.)

## Company and Contact

### Filing Contact Information

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John Martin, jmartin@exllc.com  
 EXL, LLC 612-545-5673 [Phone]  
 6625 Lyndale Avenue South, Suite 400  
 Richfield, MN 55423

**Filing Company Information**

National Guardian Life Insurance Company CoCode: 66583 State of Domicile: Wisconsin  
 P.O. Box 1191 Group Code: LAH Company Type: LAH  
 Madison, WI 53701-1191 Group Name: State ID Number:  
 (800) 626-7931 ext. 5325[Phone] FEIN Number: 39-0493780

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$350.00  
 Retaliatory? No  
 Fee Explanation: 7 forms at \$50.00 each.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Guardian Life Insurance Company	\$350.00	12/19/2011	54643405

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/09/2012	01/09/2012

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	01/03/2012	01/03/2012	John Martin	01/09/2012	01/09/2012

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## **Disposition**

Disposition Date: 01/09/2012

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	Yes
Supporting Document	Application	No	No
Supporting Document	Authorization to File	Yes	Yes
Supporting Document	Regulation 19 s 10B certification	Yes	Yes
Supporting Document	Description of Variable Areas	Yes	Yes
Form	Group Term Life Insurance Policy	Yes	Yes
Form	Group Term Life Insurance Certificate	Yes	Yes
Form	Group Policy Application	Yes	Yes
Form	Group Insurance Health Statement Employee	Yes	Yes
Form	Group Insurance Health Statement Spouse	Yes	Yes
Form	Group Insurance Health Statement Child	Yes	Yes
Form	Accelerated Death Benefit Disclosure	Yes	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/03/2012  
Submitted Date 01/03/2012  
Respond By Date 02/03/2012

Dear John Martin,

This will acknowledge receipt of the captioned filing.

### Objection 1

#### Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review and assure us that you are in compliance.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

We require a Statement of Variability.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/09/2012  
Submitted Date 01/09/2012

Dear Linda Bird,

### Comments:

Thank you for your letter of January 3, 2012 regarding the above captioned filing.

### Response 1

Comments: We have reviewed the requirements of Ark. Code Ann. 23-79-138, Bulletin 15-2009 and have prepared a complying notice that will accompany policies and certificates issued in Arkansas.

We have included a certification that the filing meets the provisions of Regulation 19s10B.

We have included a statement of variability.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review and assure us that you are in compliance.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

We require a Statement of Variability.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Regulation 19 s 10B certification

Comment:

Satisfied -Name: Description of Variable Areas

Comment:

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No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Bill Dougherty, John Martin

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## Form Schedule

### Lead Form Number: NGRPTL 5/11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	NGRPTL 5/11	Policy/Contract Certificate	Group Term Life Insurance Policy	Initial		53.100	NGL Term Life Group Policy Final.pdf
	NCRTL 5/11	Certificate	Group Term Life Insurance Certificate	Initial		53.100	NGL Term Life Group Cert Final.pdf
	NGRPAPP TTL 5/11	Application/Enrollment Form	Group Policy Application	Initial			NGL Term Life Group Policy App Final.pdf
	NTLEnroll 5/11	Application/Enrollment Form	Group Insurance Health Statement Employee	Initial			NGL EMP Health Statement Final.pdf
	NTLEnrollSP 5/11	Application/Enrollment Form	Group Insurance Health Statement Spouse	Initial			NGL SPS Health Statement Final.pdf
	NTLEnrollCH	Application/Enrollment Form	Group Insurance Health Statement Child	Initial			NGL Child Health Statement Final.pdf
	NABDisc 5/11	Other	Accelerated Death Benefit Disclosure	Initial			NGL Accelerated Benefit Disclosure Final.pdf



**GROUP TERM LIFE POLICY**

Underwritten by: National Guardian Life Insurance Company  
Two East Gilman Street  
P.O. Box 1191  
Madison, WI 53701-1191

Administrator: [TPA Name  
TPA Street Address  
TPA City, State, Zip  
TPA Toll-Free Number]

This is a legal contract between us, NATIONAL GUARDIAN LIFE INSURANCE COMPANY, and [The ABC Company], (the Policyholder). The policy is issued in consideration of the application of the Policyholder and payment of the premiums as provided by the policy. The first premium is due and payable on the Policy Effective Date and subsequent premiums are due and payable in accordance with the Premium Provisions so long as the policy remains in force.

We agree to provide the Benefits shown in the Policy Schedule in accordance with the provisions and conditions herein.

Coverage under the policy is subject to the exclusions, and all other terms and conditions of the policy. The policy will be governed by the laws of the state in which it is delivered {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

Executed at Madison, Wisconsin on the Policy Effective Date.

  
Secretary

  
President

**GROUP INSURANCE POLICY  
PARTICIPATING**

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## POLICY SCHEDULE

**[POLICYHOLDER:** Policyholder Name

**PARTICIPATING ORGANIZATION:** As noted on any attached Participation Agreement.

**POLICY NUMBER:** Group Policy Number

**POLICY EFFECTIVE DATE:** Effective Date

**POLICY ANNIVERSARY DATE:** Anniversary Date and each year thereafter

**STATE OF DELIVERY:** Name of State

**Eligibility:** Class I - All Full-time employees working at least 35 hours per week

**When Individual Coverage is Effective:** Individual Coverage begins on the first day of the month following the date otherwise provided by the policy.

**When an Increase or decrease in Individual Coverage is Effective:** Individual Coverage increase or decrease on the first day of the month following the date otherwise provided by the policy.

**Policyholder Grace period:** 31 days

**Rate change notice to Policyholder:** 31 days

**Basic Earnings:** Includes overtime

**Initial Rate Period:** One year from the Policy Effective Date ]

### **BENEFITS [**

#### **Life Insurance Benefits:**

Basic:	\$x,xxx
Supplemental:	\$x,xxx
Voluntary:	\$x,xxx
Family:	
Legal Spouse under age 70:	\$x,xxx
Eligible Child:	
0 days to less than 6 months	\$x,xxx
6 months to 19 years (or up to age 25, if a full-time student)	\$x,xxx
Guaranteed Issue Amount(s):	\$xx,xxx

**Accident Insurance Benefits:**

Accidental Death and Dismemberment Benefit

Principal Sum: \$xx,xxx

**Schedule of Losses:**

<b><u>For Loss of:</u></b>	<b><u>Percentage of Principal Sum:</u></b>
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

Brain Damage Benefit: \$xx,xxx

Child Care Benefit: \$x,xxx per 12-month period  
Minimum amount \$x,xxx

Coma Benefit: \$xx,xxx per week/per month  
Lump sum benefit xx,xxx

Common Carrier Benefit: \$xx,xxx

Critical Burn Benefit: \$xx,xxx

Education Benefit: \$xx,xxx per year

HIV Occupational Accident Benefit: \$xx,xxx

Home Alteration and Vehicle Modification Maximum Benefit: \$xx,xxx

Repatriation of Remains Maximum Benefit: \$xx,xxx

Seatbelt and Air Bag Benefit: \$xx,xxx  
Minimum seatbelt benefit \$x,xxx  
Additional air bag benefit: \$x,xxx

Spouse Retraining Maximum Benefit: \$xx,xxx

Therapeutic Counseling Benefit: \$xx,xxx

**Disability Income Benefit:**

Benefit Amount: xx% of basic earnings, up to \$xxx  
Benefit Period: 1 week  
Elimination Period: None, if hospitalized, otherwise, xx days  
Maximum Benefit Period: xx weeks

<b>Other Benefits:</b>	Life	Accident
<b>Extension for Total Disability with Waiver of Premium:</b>		
Benefit applies:	Yes	No
Age by which Disability must begin:	60	N/A
Age on which benefit terminates:	65	N/A
Maximum benefit period	2 years	N/A
Extension for Lay-off or Leave:	60 days	60 days
Extension for Injury or Illness:	9 months	9 months

**{LIMITATIONS:**

**{Suicide:** No [Life Insurance] benefits will be payable under the policy for death caused by suicide or self-destruction, or any attempt at it within 24 months after the person's coverage under the policy became effective.}

**{Reduction Schedule:** [Benefits will be reduced as follows:

- 35% at age 60
- 60% at age 65
- 75% at age 70}] }

## POLICY EFFECTIVE AND TERMINATION DATES

**Policy Effective Date.** The policy takes effect at 12:01 a.m. at the address of the Policyholder on the Policyholder Effective Date indicated on the Policy Schedule.

**Policy Termination by Us.** We may terminate the policy on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Policy Schedule. We may not terminate the policy prior to such period, except for non-payment of premium.

We will provide [30] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

**Policy Termination by the Policyholder.** The Policyholder may terminate the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

**Policy Termination by Both Parties.** The policy may be terminated at any time by the mutual written consent of the Policyholder and us.

**Policy Termination for Non-Payment of Premium.** If any premium is not paid by the end of the grace period specified in the policy, the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the date on which the unpaid premium was due.

## {PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

**Participating Organization Effective Date.** The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

**Coverage Termination by Us.** We may terminate the Participating Organization's coverage on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Participation Agreement. We may not terminate coverage prior to such period, except for non-payment of premium.

We will provide [31] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

**Coverage Termination by the Participating Organization.** The Participating Organization may terminate coverage under the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

**Coverage Termination by Both Parties.** Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us.

**Coverage Termination for Non-Payment of Premium.** If any premium is not paid by the end of the grace period specified in the Participation Agreement, coverage under the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the date on which the unpaid premium was due.}

## DEFINITIONS

**Accident** means a sudden, unexpected and unintended incident that occurs while coverage is in force with respect to the person whose Injury is the basis of the claim and that results in Injury or loss covered by the policy.

**Active Work/Actively At Work** means expending time and energy in the performance of regular duties [for the Policyholder] at the usual place of employment, or at a location to which [the Policyholder] requires the Insured to travel and for which the Insured is receiving Basic Earnings for such duties. An Insured will be considered Actively At Work on each regularly scheduled non-work day if he or she was Actively At Work on the immediately preceding scheduled work day.

**Basic Earnings** means the Insured's basic rate of pay. It does not include overtime, bonus or any other form of additional compensation, unless otherwise indicated on the Policy Schedule.

**{Covered Dependent** means the Insured's Eligible Dependent(s) for whom any required premium has been paid; coverage has been elected, any required Evidence of Insurability is approved by us, and for whom coverage is in force. Covered Dependent also includes the terms Covered Spouse and Covered Child. }

**{Covered Person** means the Insured and his or her Covered Dependents. }

**{Eligible Dependents** means the Insured's Legal Spouse and Eligible Child(ren).

1. **Legal Spouse** means a lawful spouse by marriage or common law {or a person with whom a civil union is formed according to applicable law}, not including a spouse who is legally separated {or widowed}. {A Legal Spouse also includes the Insured's Qualified Domestic Partner.}
2. **Eligible Child(ren)** means an {unmarried} child, including natural, step, foster, and legally adopted (including in-process adoptions) {who resides with the Insured or is dependent upon the Insured for the majority of support} {, and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}. Such child(ren) must meet the age requirements set forth in the Policy Schedule. }

**Evidence of Insurability** means a written statement, application, or medical evidence of good health that, in our sole judgment, qualifies the person for coverage under the policy. We may require the person to pay the cost of providing this information.

**Guaranteed Issue Amount** means the highest amount of insurance that will be issued to a person without Evidence of Insurability. This amount is indicated on the Policy Schedule.

**Health Care Facility** means general and specialized hospitals, including tuberculosis, psychiatric, long term care and other types of hospitals, and related facilities, such as skilled nursing facilities; intermediate care facilities; rehabilitation centers; alcohol and drug facilities; hospices; facilities for the terminally ill; and facilities for the developmentally disabled.

**Injury** means a bodily Injury caused by an Accident occurring while the [policy] is in force with respect to the person whose Injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

**Insured** means a person who is a member of an Eligible Class, as defined on the Policy Schedule, for whom any required premium has been paid; coverage has been elected, any required Evidence of Insurability is approved by us, and for whom coverage is in force. Persons belonging to more than one Eligible Class will only be covered under the policy for one Eligible Class.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license, who is not: (a) the Insured; (b) a relative to the Insured or a relative of any member of the Insured's family; or (c) residing with the Insured.

**{Qualified Domestic Partner** means either:

1. if the state in which [the policy is delivered/the Insured resides] does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
2. if the state in which [the policy is delivered/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/ Secretary of State] in the state in which the policy is issued.

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change

in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. }

**Sickness** means a diagnosed illness, disease or pregnancy.

### **{BASIC LIFE INSURANCE**

**Insured's Coverage Effective Date.** An Insured's Basic Life Insurance benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

1. the [Policy] Effective Date, if the Insured is a member of an Eligible Class prior to such date;
2. the first day of the month following the date the Insured becomes a member of an Eligible Class; or
3. as indicated on the Policy Schedule.

Any Basic Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the required Evidence of Insurability.

{If the Insured is not Actively at Work due to an Injury or Sickness on the date his or her insurance would otherwise become effective, insurance will not be effective until the first full day following the day the Insured returns to Active Work.}

{If the Insured is confined for medical care or treatment in a Health Care Facility or at home on the date his or her insurance would otherwise become effective, insurance will not become effective until the [first full day] following the day he or she is given final medical discharge from such confinement.}

No Basic Life Insurance benefit will be effective until the required premium is paid.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Basic Life Insurance benefit that was in force on the Insured's life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Any increase in an Insured's Basic Life Insurance benefit up to the Guarantee Issue Amount will take effect on the latest of the following:

1. the date of such increase{, if the Insured is [Actively at Work] on such date};
2. {the date the Insured returns to Active Work, if the Insured was not Actively at Work on the date on which the increase would otherwise become effective;} or
3. {[the first full day following] the date the Insured is given final medical discharge if the Insured was confined for medical care or treatment on the date the increase would otherwise become effective;} or
4. as indicated on the Policy Schedule.

Basic Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in the Insured's Basic Life Insurance benefit will take effect on the [January 1 coinciding with or next following] date of the decrease. An Insured's Basic Life Insurance will not be increased in excess of the Guaranteed Issue Amount unless he or she satisfies the Evidence of Insurability requirement for such excess amount. The Insured will become covered for the excess amount on the later of first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability or as indicated on the Policy Schedule.

**Insured's Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Basic Life Insurance ends on the earliest of the following:

1. the date the Insured's [employment] terminates;
- {2. the date the Insured is no longer Actively at Work;}
3. the [first day of the month coinciding with or next following the] date the Insured ceases to be a member of an Eligible Class;
- {4. the [first day of the month coinciding with or next following the] Insured's attainment of age [60];}
5. the date the policy terminates;
6. the date Basic Life Insurance for the [Policyholder] ends;
7. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not

8. exceeding one month in any calendar year{; or  
the date the Participating Organization's coverage under the policy ends.} }

### **{SUPPLEMENTAL LIFE INSURANCE**

**Insured's Coverage Effective Date.** An Insured's Supplemental Life Insurance benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

1. the [Policy] Effective Date, if the Insured is a member of an Eligible Class and applies for insurance prior to such date;
2. {the first day of the month [coinciding with or next] following the date the Insured applies for insurance, if such date is within 31 days of his or her eligibility date;}
3. {the first day of the month [coinciding with or next] following the date we approve the Insured's Evidence of Insurability, if application is made more than 31 days after his or her eligibility date;} or
4. as indicated on the Policy Schedule.

Any Supplemental Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability.

{If the Insured is not Actively at Work due to an Injury or Sickness on the date his or her insurance would otherwise become effective, insurance will not be effective until the first full day following the day the Insured returns to Active Work.}

{If the Insured is confined for medical care or treatment in an institution or at home on the date his or her insurance would otherwise become effective, insurance will not become effective until the [first full day] following the day he or she is given final medical discharge from such confinement.}

No Supplemental Life Insurance benefit will be effective until the required premium is paid.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Supplemental Life Insurance benefit that was in force on the Insured's life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Any increase in the amount of an Insured's Supplemental Life Insurance benefit up to the Guarantee Issue Amount will take effect on the latest of the following:

1. the date of such increase{, if the Insured is [Actively at Work] on such date};
2. {if the Insured was not Actively at Work on the date the increase would otherwise become effective, the first full day following the day the Insured returns to Active Work;} or
- {3. [the first full day following] the date the Insured is given final medical discharge if the Insured was confined for medical care or treatment on the date the increase would otherwise become effective; or}
4. as indicated on the Policy Schedule.

Supplemental Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in the Insured's Supplemental Life Insurance benefit will take effect on the [January 1 coinciding with or next following the] date of the decrease.

An Insured's Supplemental Life Insurance will not be increased in excess of the Guaranteed Issue Amount unless he or she satisfies the Evidence of Insurability requirement for such excess amount. The Insured will become covered for the excess amount on the later of first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability or as indicated on the Policy Schedule.

**Insured's Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Supplemental Life Insurance ends on the earliest of the following:

1. the date the Insured's [employment] terminates;
- {2. the date the Insured is no longer Actively at Work;}
3. the premium due date, if premium for Supplemental Life Insurance remains unpaid at the end of the grace period;
4. the [first day of the month coinciding with or next following the] date the Insured ceases to be a member

- of an Eligible Class;
- {5. the [first day of the month coinciding with or next following the date the] Insured's attainment of age [60];}
- 6. the date the policy terminates;
- 7. the date Supplemental Life Insurance for the [Policyholder] ends;
- 8. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
- 9. the date the Participating Organization's coverage under the policy ends.}. }

### **{VOLUNTARY LIFE INSURANCE**

**{Insured's} Coverage Effective Date.** [An Insured's] Voluntary Life Insurance benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

- 1. the [Policy] Effective Date, if the [Insured] is a member of an Eligible Class and applies for insurance prior to such date;
- 2. {the first day of the month [coinciding with or next] following the date the [Insured] applies for insurance, if such date is within 31 days of his or her eligibility date;}
- 3. {the first day of the month [coinciding with or next] following the date we approve the [Insured's] Evidence of Insurability, if application is made more than 31 days after his or her eligibility date;} or
- 4. as indicated on the Policy Schedule.

Any Voluntary Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability.

{If the [Insured] is not Actively at Work due to an Injury or Sickness on the date his or her insurance would otherwise become effective, insurance will not be effective until the first full day following the day the [Insured] returns to Active Work. }

{If the Insured is confined for medical care or treatment in an institution or at home on the date his or her insurance would otherwise become effective, insurance will not become effective until the [first full day] following the day he or she is given final medical discharge from such confinement.}

No Voluntary Life Insurance benefit will be effective until the required premium is paid.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Voluntary Life Insurance benefit that was in force on the [Insured's] life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Any increase in the amount of [an Insured's] Voluntary Life Insurance benefit up to the Guarantee Issue Amount will take effect on the latest of the following:

- 1. the date of such increase{, if the [Insured] is [Actively at Work] on such date} or;
- {2. if the [Insured] was not Actively at Work on the date the increase would otherwise become effective, the first full day following the day the [Insured] returns to Active Work; or}
- {3. {[the first full day following] the date the Insured is given final medical discharge if the Insured was confined for medical care or treatment on the date the increase would otherwise become effective; or}
- 4. as indicated on the Policy Schedule.

Voluntary Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in the [Insured's] Voluntary Life Insurance benefit will take effect on the [January 1 coinciding with or next following the] date of the decrease. An [Insured's] Voluntary Life Insurance will not be increased in excess of the Guaranteed Issue Amount unless he or she satisfies the Evidence of Insurability requirement for such excess amount. The [Insured] will become covered for the excess amount on the later of first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability or as indicated on the Policy Schedule.

**{Insured's} Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", [an Insured's] Voluntary Life Insurance ends on the earliest of the following:

- 1. the date the [Insured's employment] terminates;

- {2. the date the Insured is no longer Actively at Work;}
3. the premium due date, if premium for Voluntary Life Insurance remains unpaid at the end of the grace period;
4. the [first day of the month coinciding with or next following the] date the [Insured] ceases to be a member of an Eligible Class;
- {5. the first day of the month coinciding with or next following the Insured's attainment of age [60];}
6. the date Voluntary Life Insurance for the [Policyholder] ends;
7. the date the policy terminates;
8. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
9. the date the Participating Organization's coverage under the policy ends.}. }

### **{FAMILY LIFE INSURANCE**

**Family Coverage Effective Date.** An Insured may apply for Family Life Insurance benefits for his or her Legal Spouse {,provided such spouse is less than age [60] at the time of application,} or Eligible Child. Subject to the provision titled Good Health Requirement, such benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

1. the [Policy] Effective Date, if the Insured applies for Family Life Insurance prior to such date;
2. the Insured's Effective Date if application for Family Life Insurance is made within 31 days of the Insured's eligibility date;
3. the first day of the month [coinciding with or next] following the date we approve the application for Family Life Insurance, subject to proof of Evidence of Insurability, if application is made more than 31 days after the Insured's eligibility date;
4. the first day of the month [coinciding with or next] following the date we approve the application for Family Life Insurance, if application is made within 31 days of the Insured acquiring a new spouse or child;
5. the first day of the month [coinciding with or next] following the date we approve the application for Family Life Insurance, subject to proof of Evidence of Insurability, if application is made more than 31 days after acquiring a new spouse or child; or
6. as indicated on the Policy Schedule.

Any Family Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the required Evidence of Insurability.

No Family Life Insurance benefit will be effective until the required premium is paid.

{Coverage for a newborn child of the Insured will automatically become effective on the date the newborn child becomes an Eligible Child. Coverage for such child will end 31 days after this automatic effective date unless: (1) each Eligible Child of the Insured is covered under the policy on that date; or (2) the Insured has made written request for and paid any required premium for the cost of that child's coverage.}

If Family Life Insurance has been elected by the Insured for his or her Eligible Children and such Insured subsequently acquires an additional Eligible Child(ren), coverage will be immediately effective for such child(ren), subject to the provision titled Good Health Requirement.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Family Life Insurance benefit that was in force on the Covered Dependent's life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Subject to the provision titled Good Health Requirement, any increase in Family Life Insurance benefits up to the Guarantee Issue Amount will take effect on the later of the date of such increase or as indicated on the Policy Schedule.

Family Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in Family Life Insurance benefits will take effect on the date of the decrease.

**Good Health Requirement.** If the Insured's Legal Spouse or Eligible Child is confined in a Health Care Facility on the date Family Life Insurance would otherwise become effective, such insurance will not be effective until the

[first day of the month following the day that confinement ends].

**Dual Coverage Prohibitions:**

1. Spouse. If a person is eligible for coverage under the policy both as a Legal Spouse and as an Insured, such person may only be covered as an Insured.
2. Child. If each parent of an Eligible Child is an Insured under the policy, such child may only be covered by one parent. If the Insured who is covering such child loses his or her coverage under the policy, the other Insured may elect to continue covering the child without Evidence of Insurability by applying to cover the child within 31 days of the loss of the other Insured's coverage.

**Family Life Insurance Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", a Covered Dependent's Life Insurance ends on the earliest of the following:

1. the date the Insured's Life Insurance under the policy ends{; except that if it ends due to death, a Covered Spouse may elect to continue Family Life Insurance coverage by making written request for such coverage and continuing any required contributions toward the cost of that insurance. When such election is made, such spouse will be considered the Insured under the terms of the policy};
2. the date the [policy] terminates;
3. the date the Insured is no longer eligible for Family Life Insurance;
4. the date the Insured notifies us in writing to discontinue his or her Family Life Insurance;
5. the premium due date, if premium for Family Life Insurance remains unpaid at the end of the grace period;
6. the [first day of the month coinciding with or next following the] date Family Life Insurance is no longer provided by the [policy];
7. the [first day of the month coinciding with or next following the] date the Covered Dependent ceases to qualify for Family Life Insurance under the policy
8. the date the Covered Dependent enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
9. for a Covered Spouse only, the date such spouse attains age [60]}.

**Family Conversion Right.** In addition to the reasons stated in the section titled "CONVERSION", a Covered Dependent is also Entitled to Convert his or her Family Life Insurance if:

1. the Insured dies; or
2. the spouse or child ceases to qualify for coverage as a Covered Dependent.

The amount of converted Life Insurance to which such spouse or child will be entitled is limited to the amount of Life Insurance that is lost under the policy.}

**{Domestic Partner Coverage.** An Insured may elect coverage under the policy for his or her Qualified Domestic Partner and children of a Qualified Domestic Partner who would be eligible for coverage if they were the Insured's Eligible Children. The coverage provided to such persons will be on the same basis as that provided to a Covered Spouse or a Covered Child, as applicable. } }

**{ACCELERATED BENEFIT**

An Accelerated Benefit is payable to an Insured if, due to a medically determinable condition suffered by the Insured, death is expected to result within [6] months.

In order for this benefit to be paid, we:

1. must receive a written request from the Insured. If the Insured is unable to sign a written request due to his or her physical condition, a written request from the primary beneficiary will be acceptable;
2. must receive a written report signed by the attending Physician that certifies the Insured, due to a medically determinable condition, has a life expectancy of [6] months or less;
3. must receive from any assignee or irrevocable beneficiary his acknowledgement and agreement to payment of this benefit;

4. may, at our option, confirm the diagnosis with an additional medical opinion if our medical director does not concur with the attending Physician. Such opinion will be obtained at our expense.

The Accelerated Benefit will be an amount equal to [25%] of the death benefit applicable to the Insured under the Policy on the date of the Physician's certification of such diagnosis, not to exceed [\$25,000]. The benefit payable will be rounded, if necessary, to the nearest multiple of \$1,000. This benefit will be paid in one lump sum and is payable only one time for each Insured. If the Insured recovers from the medically determinable condition after receiving the Accelerated Benefit, we will not ask for a refund. However, should the Insured return to active work, the amount of life insurance to which he or she is entitled will be reduced by the amount previously paid.

If an Insured elects to receive this benefit, it is understood:

1. the death benefit ultimately payable for the Insured will be reduced by an amount equal to the Accelerated Benefit paid to the Insured; and
2. the amount of this Accelerated Benefit plus the corresponding death benefit will not exceed the amount that would have been paid as the death benefit in the absence of this Accelerated Benefit.

Coverage for any Insured under this provision will terminate on the date of payment of an Accelerated Benefit to the Insured.

{Dependent Eligibility for Accelerated Benefit – A Covered Dependent is eligible for an Accelerated Benefit, subject to all other terms and conditions of this benefit.}

**THIS ACCELERATED BENEFIT WILL REDUCE THE FULL LIFE INSURANCE BENEFIT THAT WOULD ULTIMATELY BE PAYABLE. THIS BENEFIT MAY BE TAXABLE AND INSUREDS MAY WISH TO SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISORS. THE COST OF THIS BENEFIT IS INCLUDED IN THE COST OF THE POLICY. }**

#### **EXCEPTIONS TO WHEN COVERAGE TERMINATES**

The following provisions allow coverage to continue beyond the date it would otherwise terminate.

**{Extension for advanced payment of premium.** [The Policyholder] may extend the Insured's benefits under the policy, including Family Life Insurance, up to the period of time contributions for all such benefits were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid. }

**{Extension for Lay-off or Leave of Absence.** If an Insured is not Actively at Work due to Lay-off or Leave of Absence, the [Policyholder] may extend the Insured's benefits under the policy, including Family Life Insurance, up to the maximum period indicated on the Policy Schedule. Such extension is subject to continued payment of the required premium and [Policyholder] established criteria that preclude individual selection.}

**{Extension for Injury or Illness.** If an Insured is not Actively at Work due to Injury or Sickness, the [Policyholder] may extend the Insured's benefits under the policy, including Family Life Insurance, up to the maximum period indicated on the Policy Schedule. Such extension is subject to continued payment of the required premium and [Policyholder] established criteria that preclude individual selection.}

**{Extension for Total Disability with Waiver of Premium.** If an Insured is [not Actively at Work due to Total Disability], the Insured's benefits eligible for Waiver of Premium, as indicated on the Policy Schedule, may be extended by us without payment of the required premium, subject to the following:

1. Total Disability must have begun before the age indicated on the Policy Schedule and while covered under the policy;
2. the Insured furnishes proof satisfactory to us that he or she has been Totally Disabled continuously from the date the Total Disability began;
3. such proof is furnished no later than one year after the date the Insured ceased being [Actively at Work], unless the Insured demonstrates proof was provided as soon as reasonably possible; and
4. the Insured must surrender to us, without claim for more than a refund of premium paid, any policy issued to him or her pursuant to the Conversion Privilege provided by the policy.

So long as an Insured furnishes proof that the Total Disability has continued uninterrupted, we will continue to extend such Insured's [Life Insurance benefits] from the date the Total Disability began until the earliest of the following:

1. the [age on which the benefit terminates or the end of the maximum benefit period] indicated on the Policy Schedule;
2. the date the Insured is no longer Totally Disabled{; or
3. the date the Insured receives, or would be eligible to receive if a claim was made, any retirement benefits, including Social Security or Railroad Retirement Act benefits}.

To verify the existence and continuance of Total Disability, we have the right and opportunity, at our expense, to have the Insured examined by a Physician chosen by us, as often as is reasonable. Failure to comply with this requirement will result in termination of Extension for Total Disability with Waiver of Premium.

Any premium paid for an Insured during a period for which he or she was entitled to Extension for Total Disability with Waiver of Premium will be refunded to the [Policyholder]{, who is responsible for any refund of premium due the Insured}.

The Life Insurance benefit that is extended under this provision will be the benefit to which the Insured was entitled on the last day the Insured was [Actively at Work]. This benefit will not increase; however, it will decrease whenever the benefit applicable to the Insured's Eligible Class is reduced, or whenever any benefit reduction applies.

Termination of the [policy] will {not} end extension of Life Insurance benefits under this provision.

Should Total Disability end, thereby allowing the Insured to return to [Active Work], the Insured may resume any coverage provided under the policy for which the Insured qualifies, provided the [policy] has not terminated and the required premium is paid.

No Life Insurance benefit will be paid while coverage is extended under this provision without proof that the Insured continued to be Totally Disabled through the period of extension until the date of death.

Additional Definitions - Wherever used in this provision:

"Primary and Essential Duties" means those duties that are generally and regularly required in the performance of the occupation and that cannot be reasonably changed, accommodated, or omitted.

"Total Disability/Totally Disabled" means:

1. the Insured is unable to perform the Primary and Essential Duties of any occupation for which the Insured is, or becomes, reasonably fitted by training, education, and experience; and
2. the Insured is not working in any capacity for pay or remuneration. }

**{Extension of Family Life Insurance during the Insured's Extension for Total Disability with Waiver of Premium.** If an Insured's insurance is continued under the Extension for Total Disability with Waiver of Premium exception the life insurance on the lives of his or her Covered Dependents will also be continued during the same period without payment of premiums subject to all other provisions and conditions of the policy.}

**{Continuation of Coverage.** If an Insured ceases to be employed by the [Policyholder] for any reason [other than retirement], the Insured may elect to continue his or her [Life Insurance benefits] under the policy {provided he or she has not attained age 70}. The Insured must make such election within 31 days of termination of employment. {The Insured may not continue Family Life Insurance.}

Continued coverage will be subject to all of the provisions and limitations of the policy, including reductions/termination at an age or any other termination provision. {However, in no event will coverage continue beyond age 70.}

Coverage continued under this provision will end the earliest of the date:

1. ending the last period through which premiums have been paid, subject to the provision titled "*Premium*

*for Continuation*”;

2. the Insured's Life Insurance benefits would otherwise terminate as indicated in the policy;
3. the [policy] terminates{;
4. the date the Insured attains age 70;} {or
5. the Insured becomes eligible for any other group term life coverage through employment}.

**Premium for Continuation** - The Insured is responsible for paying the entire premium for coverage continued under this section. Premiums for continued coverage will be billed directly to the Insured on a quarterly, semi-annual or annual basis. Such premiums may exceed the group rate applicable to the amount of coverage being continued. After the first premium for coverage under this section has been paid, a grace period of 31 days will be granted to the Insured for payment of each subsequent premium due. During such grace period, coverage will continue in force.}

**{Conversion After Extension.** When the periods of extension or continued coverage described in this section ends, the Insured may convert his or her coverage to an individual insurance policy, provided the Insured is Entitled to Convert as described in the Conversion Privilege provision.}

## **CONVERSION**

**Conversion Privilege.** Any person covered under the policy may convert his or her Life Insurance to an individual policy, provided such person is Entitled to Convert and, within 31 days after his or her Life Insurance ends:

1. applies in writing to us; and
2. pays the first premium.

**Evidence of Insurability.** No Evidence of Insurability will be required in order to convert to an individual policy under the Conversion Privilege.

**Entitled to Convert.** A person covered under the policy is Entitled to Convert his or her Life Insurance only if such insurance ends because:

1. the Insured's [employment] terminates;
2. the Insured ceases to be a member of an Eligible Class as described in the Eligible Class(es) section of the Policy Schedule;
3. the [policy] terminates, provided the person has been covered under the policy for at least [five consecutive years] immediately preceding such termination;
4. the policy is amended to terminate the Eligible Class to which the Insured belongs, provided the person seeking to convert has been covered under the policy for at least five consecutive years immediately preceding such termination.

**Amount of Converted Life Insurance.** If a person's Life Insurance ends because the Insured's [employment] terminates or the Insured is no longer a member of an Eligible Class, the amount of converted Life Insurance to which he or she will be entitled will not be more than the amount of Life Insurance that is lost under the policy {reduced by the amount of any group life insurance for which he or she becomes eligible during the 31 days following the date the person's life insurance under the policy ends}.

{If a person's insurance ends because he or she ceases to be an [eligible member of the Organization], the amount of the individual policy will be the amount for which he or she was insured as of the date of the termination, or at the Insured's option, a lesser amount.}

If a person's Life Insurance ends because the policy is changed to terminate the Eligible Class to which the Insured belongs, or if the [policy] terminates, the amount of converted Life Insurance he or she will be entitled to convert will be {the lesser of: (a)} the amount of Life Insurance in force under the policy at the time insurance ends, less any amount for which such person becomes eligible under this or any other group life policy during the 31-day conversion period{; or (b) \$10,000}.

**Type of Policy.** The individual policy will be our current offering and will be on a form customarily issued by us. However, such policy may not be term. No disability or other supplemental benefits will be provided under the

individual policy. The individual policy will go into effect at the end of the 31-day period after Life Insurance ends.

If the individual policy contains a provision that restricts the time within which benefits would be payable as a result of suicide, or restricts the time within which coverage under the policy can be contested, such time periods will be deemed to have begun at the time the Insured was first covered under the policy.

The premium will be based on our rates for the individual policy form, the benefit amount, age and the class of risk to which the person belongs at the time insurance ends. To continue insurance under the individual policy, the premium must continue to be paid as required under the terms of the individual policy.

**Death During the Conversion Period.** If the person dies during the 31-day period during which he or she is eligible to convert, we will pay, as a death benefit under the policy, the maximum amount such person was otherwise eligible to convert. If the person dies during the 31-day conversion period and has already converted, the death benefit payable under the policy will be reduced by the amount of Life Insurance actually converted, unless the individual policy is surrendered to us. In such case, any premium paid for the individual policy will be refunded.

**Notice of Conversion Right.** Notice of the right to convert to an individual policy will be presented to the Insured or delivered to the Insured's last known address within 15 days from the date a person's Life Insurance coverage ends. If notice is not given within this 15-day period, the 31-day conversion period will be extended by 15 days after the date notice is given. However, in no event will the initial 31-day period of time be extended beyond 60 days from the date Life Insurance ends.

**Restoration of Membership in Eligible Class.** If an Insured has converted coverage under the policy and subsequently regains membership in an Eligible Class, coverage will not be provided under the policy until such Insured surrenders the individual policy to us, subject to the provision titled "Reinstatement of a Previous Insured."

### **{{WORK-RELATED} ACCIDENT INSURANCE**

**{ACCIDENTAL DEATH {AND DISMEMBERMENT} BENEFIT.** We will pay the applicable Benefit Percentage of the Principal Sum shown on the Policy Schedule if, as a result of an Accident covered by the policy, an [Insured's] Injury results in any one of the losses listed in the Schedule of Losses. {The loss must occur within [180 days] of the date of Accident.} {If [an Insured] suffers more than one covered loss as a result of any one covered Accident, only the largest amount will be paid.}

{All Accidental Dismemberment benefits will be paid to the Insured.} The [Insured's] Accidental Death benefits will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

The Schedule of Losses, Principal Sum and Benefit Percentage(s) are shown on the Policy Schedule.

Additional Definition - As used in the Schedule of Losses, the following terms are defined as indicated:}

{“Loss of a hand or foot” means complete severance through or above the wrist or ankle joint.}

{“Loss of sight of an eye” means total and irrecoverable loss of the entire sight in that eye.}

{“Loss of hearing in an ear” means total and irrecoverable loss of the entire ability to hear in that ear.}

{“Loss of speech” means total and irrecoverable loss of the entire ability to speak.}

{“Loss” of thumb and index finger means the complete severance through or above the metacophalangeal joint of both digits.}

{“Quadriplegia” means the complete and irreversible paralysis of both upper and both lower limbs.}

{“Paraplegia” means the complete and irreversible paralysis of both lower limbs.}

{“Hemiplegia” means the complete and irreversible paralysis of the upper and lower limbs of the same side of the

body.}

{“Uniplegia” means the complete and irreversible paralysis of one limb.}

{“Limb” means entire arm or entire leg.} }

**{BRAIN DAMAGE BENEFIT.** We will pay the Brain Damage Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured’s] Injury results in Brain Damage. The Brain Damage must:

1. manifest itself within [30 days] of the Accident;
2. require hospitalization of at least [7 days] during the first [60 days] following the Accident; and
3. persist for [18 consecutive months] after the date of the Accident.

{In no event will the total of all benefits paid for any one [Insured] for any one Accident under this benefit and the Accidental Death {and Dismemberment} Benefit exceed that [Insured’s] Principal Sum.}

Additional Definition - Wherever used in this benefit:

“Brain Damage” means accidental cranial trauma resulting in permanent deterioration and/or loss in intellectual capacity as evidenced by a rating level [III] or below on the Rancho Los Amigos Cognitive Scale for a continuous period of at least [12 months] following the Accident as determined by a Physician based on laboratory and clinical findings. }

**{CHILD CARE BENEFIT.** We will pay the Child Care Benefit shown on the Policy Schedule for [one] Eligible Child of the [Insured] if:

1. as a result of an Accident covered by the policy, the [Insured’s] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit;
2. the [Insured] is survived by an Eligible Child who is less than age [12]; and
3. such child:
  - a. is enrolled for child care with a Child Care Provider; or
  - b. has been enrolled for child care with a Child Care Provider and will be receiving child care within [365 days] after the date of the [Insured’s] death{, and,
  - c. was a Covered Dependent on the date of the Accident}.

Benefits are payable for up to five consecutive 12-month periods or until the date the child attains age [13], whichever occurs first. The Child Care Benefit is separate from any Loss of Life benefit payable under the policy’s Accidental Death {& Dismemberment} Benefit. In order for a Child Care Benefit to be payable, a Loss of Life benefit must be paid under the policy’s Accidental Death {& Dismemberment} Benefit.

Payment will be made to the surviving spouse who has custody of the child. If there is no surviving spouse or the child does not live with the spouse, benefits will be paid to the child’s legal guardian. Benefit payments will be made at the end of each [12-month] period, based on documented expenses. A [12-month] period begins when the child first enters child care with a Child Care Provider after the [Insured’s] death or the first of the month following the [Insured’s] death if at that time the child was already receiving child care.

Proof of enrollment with a Child Care Provider satisfactory to us for [each] child includes, but will not be limited to, the following:

1. a copy of the child’s approved enrollment application for child care from a Child Care Provider;
2. evidence of payment to a Child Care Provider;
3. a letter from the Child Care Provider stating that the child:
  - a. is attending child care; or
  - b. has been enrolled for child care and will be attending within [180 days] after the date of the [Insured’s] death.

Proof of enrollment must be sent to us prior to the last day of the [6<sup>th</sup>] month following the date of the [Insured’s] death.]

{We will pay {the Minimum Amount for} the Child Care Benefit shown on the Policy Schedule in accordance with

the policy's Claims Provisions if:

1. a Loss of Life benefit is payable under the policy's Accidental Death {& Dismemberment} Benefit because of the [Insured's] death; and
2. no person qualifies as a child eligible for the Child Care Benefit. }

Additional Definition - Wherever used in this benefit:

"Child Care Provider" means a facility that or an individual who provides a program of child care that:

1. is operated in a private home, school or other facility; and
2. makes a charge for the care of children; and
3. holds a valid license as a child care center or is operated by an individual who holds a valid license to provide child care, 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. }

**{COMA BENEFIT.** We will pay the Coma Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured's] Injury results in a Coma. The [Insured] must become Comatose within [31 days] of the Accident.

Benefits payments will begin after the [Insured] has been Comatose for [31 days] and will be paid until the earliest of the end of the:

1. month in which the [Insured] dies;
2. [11th] month for which this benefit is payable;
3. month in which the [Insured] recovers from the Coma.

{{The Coma Benefit will be reduced by any amount we have paid under the policy's Accidental Death {& Dismemberment Benefit} for the [Insured's] loss from the same covered Accident.} In the event the [Insured] dies while Coma Benefit payments are being made, the Principal Sum will be {further} reduced by the amount we have paid under the Coma Benefit.}

{If the [Insured]:

1. dies {from any cause or} {as a result of the same covered Accident} while this Coma Benefit is payable{;
- or
2. remains Comatose after this Coma Benefit is payable for [11] straight months),

we will pay the lump sum benefit indicated on the Policy Schedule reduced by the amount of any Accidental Death {& Dismemberment} Benefit paid to the [Insured] for a loss from the same covered Accident. In the event the lump sum benefit is paid, no further benefit will be paid under the Accidental Death{& Dismemberment} Benefit. }

Additional Definition - Wherever used in this benefit:

A person is considered "Comatose" or in a "Coma" if a person is in a profound state of unconsciousness, from which one can not be aroused and is unable to respond to external or internal stimuli, as verified by a Physician. }

**{COMMON CARRIER BENEFIT.** We will pay the Common Carrier Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy that occurs while the [Insured] is riding as a passenger in {or being struck by} a Common Carrier {or in or at an airport, rail station or bus stop}, the [Insured's] Injury results in a loss payable under the Accidental Death {& Dismemberment} Benefit. Riding includes getting into and out of the Common Carrier.

The Common Carrier Benefit is separate from any Accidental Death {& Dismemberment} Benefit payable under the policy. In order for a Common Carrier Benefit to be payable, a benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit.

Additional Definition - Wherever used in this benefit:

“Common Carrier” means:

1. a public conveyance (including aircraft) which is licensed for hire to carry fare-paying passengers {; or
2. a transport aircraft operated by the Air Mobility Command (AMC) or a similar air transport service of another country}. }

**{CRITICAL BURN BENEFIT.** We will pay the Critical Burn Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured] is Critically Burned and requires reconstructive or cosmetic surgery.

{In no event will the total of all benefits paid for any one [Insured] for any one Accident under this benefit and the Accidental Death {and Dismemberment} Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

“Critically Burned” means 3<sup>rd</sup> degree burns over 25% of the body or permanent disfigurement to the point of requiring reconstructive or cosmetic surgery as certified by a Physician. }

**{EDUCATION BENEFIT.** We will pay the Education Benefit shown on the Policy Schedule for an Eligible Child of the [Insured] if:

1. as a result of an Accident covered by the policy, the [Insured's] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit;
2. the [Insured] is survived by an Eligible Child; and
3. such child {before reaching age [19]}:
  - a. enrolls as a full-time student in an accredited school beyond the 12th grade level; [or]
  - b. {was enrolled at the 12th grade level on the date of the Accident and enrolls within [1 year] of the Accident as a full-time student in an accredited school beyond the 12th grade level; and continues his or her education.}
  - {c.} {incurs expense for: tuition; room and board; transportation and any other expenses payable to, or approved and certified by, the school {, and
4. such child was a Covered Dependent on the date of the Accident.}

The Education Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for an Education Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

Payment will be made to the child (or such child's legal guardian) on an annual basis while the child continues as a full-time student at an accredited school beyond the 12th grade level, for [4] consecutive years. }

**{HIV OCCUPATIONAL ACCIDENTAL BENEFIT.** If, as a direct result of an Injury as defined in this benefit the [Insured] tests HIV Positive, we will pay the lump sum HIV Occupational Accidental Benefit shown on the Policy Schedule.

In order to receive the HIV Occupational Accidental Benefit, the [Insured] must:

1. file with his or her employer, within [24 hours] of the date of the Injury, an incident report (notice of exposure), on a form satisfactory to the Administrator, which describes the nature of the exposure to HIV;
2. submit such incident report to the Administrator as soon as reasonably possible after the Injury;
3. not have previously tested positive for HIV or, if he or she had previously tested positive for HIV, he or she must have subsequently tested negative for HIV prior to the date of the Injury;
4. submit to the Administrator, as soon as reasonably possible, proof that he or she tested negative for HIV in a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing) within [24 hours] of the date of Injury at an authorized laboratory other than the laboratory of his or her employer; and
5. thereafter, test HIV Positive within [24 weeks] of the date of the Injury reported in item 1. above.

We must receive notification of HIV Positive test results as soon as reasonably possible. This Benefit will be paid in accordance with the policy's Claims Provisions after we receive proof of HIV test results as indicated in this benefit.

We will not pay for any cost incurred for HIV tests or any related testing. In no event will we provide benefits for HIV, acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC), or any complications arising there from, except as specifically provided in this benefit.

Additional Definitions - Wherever used in this benefit:

“HIV” means human immunodeficiency virus.

“HIV Positive” means [the presence of HIV antibodies in the [Insured’s] blood as substantiated through both a positive screening test enzyme-linked immunosorbent assay (ELISA), and a positive supplement test such as Western Blot. All such tests must be approved by the FDA with the interpretation of positive results as specified by the manufacturer(s)].

“Injury” means an accidental:

1. cutaneous exposure through abraded skin;
2. percutaneous exposure; or
3. mucocutaneous exposure;

to HIV that occurs while the [Insured] is covered by this benefit and is Actively At Work. }

**{HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT.** We will pay up to the maximum Home Alteration and Vehicle Modification Benefit shown on the Policy Schedule if:

1. as a result of an Accident covered by the policy, the [Insured’s] Injury results in a loss, other than Loss of Life, for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit; and
2. such Injury subsequently requires the use of a wheelchair to be ambulatory.

Payment will be made for the expenses actually incurred within [90 days] from the date of the Accident for the one-time cost of:

1. alterations to the [Insured’s] principal residence to make it wheelchair accessible and habitable; and
2. modifications necessary to a motor vehicle utilized by the [Insured] to make the vehicle accessible or drivable for the [Insured];

provided:

1. home alterations are made by persons experienced and licensed in such alterations; and
2. vehicle modifications are carried out by persons who are members of the National Mobility Equipment Dealers Association (NMEDA) Quality Assurance Program and registered with the National Highway Traffic Safety Administration (NHTSA).

In no event will benefits for home alteration and vehicle modification exceed the applicable maximum benefit shown on the Policy Schedule

The Home Alteration and Vehicle Modification Benefit is separate from any benefit payable under the Accidental Death {& Dismemberment} Benefit. In order for a Home Alteration and Vehicle Modification Benefit to be payable, a benefit, other than Loss of Life, must be paid under the policy’s Accidental Death {& Dismemberment} Benefit. }

**{REPATRIATION OF REMAINS BENEFIT.** We will pay the reasonable expenses incurred in the repatriation of the [Insured’s] remains if, as a result of an Accident covered by the policy that occurs while [traveling outside the [Insured’s] country of domicile/within 100 miles of the [Insured’s] residence], the [Insured’s] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit.

Reasonable expenses include:

1. documentation and authorization from the proper authorities;
2. embalming or cremation;
3. an appropriate coffin or urn designed for transportation of mortal remains;

4. transportation of mortal remains to burial place {in the [Insured's] home country}. Transportation must be by the most direct and economical route. Transportation expenses for accompanying the body, visitation or funeral expenses are not covered.}}

In no event will benefits for repatriation of the [Insured's] remains exceed the applicable maximum benefit shown on the Policy Schedule.

The Repatriation of Remains Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for a Repatriation of Remains Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

**{SEATBELT {AND AIR BAG} BENEFIT.** We will pay the Seatbelt Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy that occurs while the [Insured] is driving or riding in a Private Passenger Automobile equipped with Seatbelts, the [Insured's] injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit and:

1. the Seatbelt was in actual use and properly fastened at the time of the Accident; and
2. the use or position of the Seatbelt is certified:
  - a. in the official report of the Accident; or
  - b. by the investigating officer.

However, if such certification is not available and it is unclear if the [Insured] was properly wearing a Seatbelt, we will pay the Minimum Seatbelt Benefit shown on the Policy Schedule.

{We will pay the additional Air Bag Benefit shown on the Policy Schedule if the [Insured's] death occurred in a Private Passenger Automobile equipped with a factory installed air bag. The [Insured] must have been wearing a Seatbelt when the air bag inflates. In addition, the police report concerning the Accident must establish that the air bag inflated properly upon impact. No benefit will be paid due to a defect in the diagnostic system causing the air bag to inflate.}

In addition to those items listed in the provision titled Accident Insurance Exclusions, a Seatbelt {or Air Bag} Benefit will not be paid for an Accident which occurs while the [Insured] is:

1. participating in a race, speed or endurance test;
2. not wearing a seatbelt for any reason; or
3. sharing a seatbelt.

The Seatbelt {and Air Bag} Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for a Seatbelt {and Air Bag} Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

Additional Definitions - Wherever used in this benefit:

"Private Passenger Automobile" means a four wheel passenger car, station wagon, pick-up truck, jeep, crossover and sports utility vehicle, which is:

1. validly registered; and
2. not licensed commercially{, unless owned by the Policyholder}.

"Seatbelt" means those belts that form an occupant restraint system at the time the Private Passenger Automobile was manufactured. {In the case of a minor child, seatbelt means a child restraint device that is appropriate to the child's age and approved by the National Highway Traffic Safety Administration, and which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.} }

**{SPOUSE RETRAINING BENEFIT.** We will pay the Spouse Retraining Benefit shown on the Policy Schedule if:

1. as a result of an Accident covered by the policy, the [Insured's] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit;
2. the [Insured] is survived by a Legal Spouse; and
3. such spouse:

- a. is covered by the policy at the time of the Accident;}
- b. enrolls, within 1 year of the Insured's death, in an accredited school for the purpose of training or refreshing skills for employment; and
- c. incurs expenses from such school.

The Spouse Retraining Benefit pays the expenses actually incurred for training or refreshing skills for employment within [24] months of the first training or refresher course session. In no event will benefits for spouse retraining exceed the applicable maximum benefit shown on the Policy Schedule

The Spouse Retraining Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for a Spouse Retraining Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

**{THERAPEUTIC COUNSELING BENEFIT.** We will pay the Therapeutic Counseling Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured's] Injury results in a loss, other than Loss of Life, payable under the Accidental Death {& Dismemberment} Benefit.

The Therapeutic Counseling Benefit is payable for both the [Insured] who suffered the loss {and any of the [Insured's] Covered Dependents}. The counseling must be received within [180] days of the Accident.

The Therapeutic Counseling Benefit is separate from any benefit payable under the Accidental Death {& Dismemberment} Benefit. In order for a Therapeutic Counseling Benefit to be payable, a benefit, other than Loss of Life, must be paid under the policy's Accidental Death {& Dismemberment} Benefit.

Additional Definition - Wherever used in this benefit:

"Therapeutic Counseling" means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling. Such therapist or counselor cannot be any person who is related to the [Insured] or the [Insured's] spouse in any of the following ways: [spouse; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted and stepchild)]. }

**INSURED'S ACCIDENT INSURANCE TERMINATION DATE.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Accident Insurance ends {on the date [Voluntary] Life Insurance for the Insured ends} {on the earliest of the following:

1. the date the [Insured's employment] terminates;
- {2. the date the Insured is no longer Actively at Work;}
3. the premium due date, if premium for Accident Insurance remains unpaid at the end of the grace period;
4. the [first day of the month coinciding with or next following the] date the [Insured] ceases to be a member of an Eligible Class;
- {5. the first day of the month coinciding with or next following the Insured's attainment of age [60];}
6. the date Accident Insurance for the [Policyholder] ends;
7. the date the policy terminates;
8. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
9. the date the Participating Organization's coverage under the policy ends.}.

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.

**{COVERED DEPENDENT'S ACCIDENT INSURANCE TERMINATION DATE.** Subject to the section titled "Exceptions to When Coverage Ends", a Covered Dependent's Accident Insurance ends on the earliest of the following:

1. the date the Insured's [Accident] Insurance under the policy ends{; except that if it ends due to death, a Covered Spouse may elect to continue Accident Insurance coverage by making written request for such coverage and continuing any required contributions toward the cost of that insurance. When such election is made, such spouse will be considered the Insured under the terms of the policy};
2. the date the [policy] terminates;

3. the date the Insured is no longer eligible for Accident Insurance for his or her dependents;
4. the date the Insured notifies us in writing to discontinue Accident Insurance for his or her dependents;
5. the premium due date, if premium for Covered Dependent's Accident Insurance remains unpaid at the end of the grace period;
6. the [first day of the month coinciding with or next following the] date Accident Insurance is no longer provided for Covered Dependents by the [policy];
7. the [first day of the month coinciding with or next following the] date the Covered Dependent ceases to qualify for Accident Insurance under the policy
8. the date the Covered Dependent enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year; or
9. for a Covered Spouse only, the date such spouse attains age [60]. }

Termination will not affect a claim for a covered loss that occurs while the Covered Dependent's coverage is in force.

**ACCIDENT INSURANCE EXCLUSIONS.** No Accident Insurance Benefit will be payable for any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. attempted suicide or intentionally self-inflicted injury, while sane or insane.
2. bodily or mental infirmity; disease of any kind; or medical or surgical treatment for that infirmity or disease. This does not include bacterial infections resulting from an accidental cut or wound or accidental ingestion of a poisonous food substance.
3. voluntary taking of poison; voluntary inhalation of gas; voluntary taking of a drug or chemical. This does not apply to the extent administered by a Physician
4. declared or undeclared war or act of war.
5. the [Insured's] commission of or attempt to commit a felony, or any loss sustained while incarcerated for the felony.
6. the [Insured's] participation in a riot.
7. the [Insured's] engaging in an illegal occupation.
8. release of nuclear energy.
9. operating, riding in, or descending from any aircraft (including a hang glider). This does not apply to the [Insured] while a fare-paying passenger on a {common carrier} {licensed commercial, nonmilitary aircraft}.
10. the use of drugs or alcohol, unless administered by a Physician.
- {11. Injury or Sickness for which the [Insured] has or had a right to payment under any workers' compensation or similar law.}
- {12. Injury or Sickness not arising out of or not in the course of any work for pay, profit or gain. This includes activities sponsored by the [Policyholder] away from its premises. {This does not apply to an [Insured] who is not covered by workers' compensation and lawfully chose not to be.}}

### **{DISABILITY INCOME INSURANCE**

**Disability Income Benefit.** We will pay a Disability Income benefit for each Benefit Period during which an Insured remains Totally Disabled, provided:

1. he or she becomes Totally Disabled while insured for this benefit;
2. he or she has been continuously Totally Disabled during the Elimination Period;
3. the Exclusions do not apply; and
4. he or she is receiving regular care and treatment from a Physician for the Total Disability.

The Injury causing the Total Disability must be sustained in an Accident that: 1) occurs while the Insured is insured for this benefit; and 2) results in the Insured Total Disability within 90 days after the date of the Accident.

The Sickness causing the Total Disability must have started while the Insured is insured for this benefit.

Additional Definition - Wherever used in this benefit:

"Own Occupation" means the job classification the Insured was performing, as defined by the Department of

Labor, immediately prior to the Injury or Sickness causing the Total Disability.

“Primary and Essential Duties” means those duties that are generally and regularly required in the performance of the occupation and that cannot be reasonably be changed, accommodated, or omitted.

“Total Disability/Totally Disabled” means:

1. during the Elimination Period and up to the Maximum Benefit Period, the Insured’s complete inability to perform all of the Primary and Essential Duties of his or her Own Occupation, with or without accommodation, during the Insured’s normal work schedule; and
2. the Insured is not working in any capacity for pay or remuneration.

**Benefit Payable.** The amount of the Disability Income Benefit, the Benefit Period, the Elimination Period after which we will begin paying, and the Maximum Benefit Period beyond which we will not pay, are shown on the Policy Schedule.

The Elimination Period begins on the first full day that the Insured is both Totally Disabled and under the care and treatment of a Physician for the Total Disability. If a period for which benefits are payable is less than a full Benefit Period, we will pay benefits on a pro-rata basis.

If the Insured has successive periods of Total Disability, a new period of Total Disability begins if:

1. the later Total Disability results from causes entirely unrelated to the causes of the earlier Total Disability; or
2. the periods of Total Disability are separated by at least [2 weeks] during which the Insured is not Totally Disabled.

Only one Disability Income benefit is payable for any one period of time.

**Payment of Benefit.** All benefits will be payable to the Insured.

**{Waiver of Premium.** We will waive premium due for an Insured for any period for which a Disability Income benefit is payable. Premium due for the period during an Elimination Period is not waived. We will send any refund of premium to the [Policyholder] {who is responsible for any refund of premium due the Insured.}

**Extension.** Termination of the [policy] with respect to this weekly disability income benefit during period of Total Disability will not result in termination of this benefit with respect to that period of Total Disability. This does not apply with respect to any new period of Total Disability beginning after termination of the [policy.]

**Exclusions.** No benefit is payable with respect to any Total Disability caused by or resulting from:

1. attempted suicide or intentionally self-inflicted injury, while sane or insane.
2. voluntary taking of poison; voluntary inhalation of gas; voluntary taking of a drug or chemical. This does not apply to the extent administered by a Physician.
3. declared or undeclared war or act of war.
4. the Insured's commission of or attempt to commit a felony, or any loss sustained while incarcerated for the felony.
5. the Insured's participation in a riot.
6. the Insured's engaging in an illegal occupation.
7. release of nuclear energy.
8. operating, riding in, or descending from any aircraft (including a hang glider). This does not apply to the Insured while a passenger on a licensed, commercial, nonmilitary aircraft.
9. the use of drugs or alcohol, unless administered by a Physician.
- {10. Injury or Sickness for which the Insured has or had a right to payment under any workers' compensation or similar law.}
- {11. Injury or Sickness not arising out of or in the course of any work for pay, profit or gain. This includes activities sponsored by the [Policyholder] away from its premises. {This does not apply to the Insured who is not covered by workers' compensation and lawfully chose not to be.}}

**Insured's Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Disability Income Insurance ends {on the date [Voluntary] Life Insurance for the Insured ends} {on the earliest of the following:

1. the date the [Insured's employment] terminates;
2. the premium due date, if premium for Disability Income Insurance remains unpaid at the end of the grace period;
3. the [first day of the month coinciding with or next following the] date the [Insured] ceases to be a member of an Eligible Class;
- {4. the first day of the month coinciding with or next following the Insured's attainment of age [80];}
5. the date Disability Income Insurance for the [Policyholder] ends;
6. the date the policy terminates;
7. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
8. the date the Participating Organization's coverage under the policy ends.}. }

### **PREMIUMS**

**Premium Rates.** Rates are provided on a group basis. Premiums are shown on the [application]. The policy's premium is the sum of the premiums due for each Insured. {The first premium payment is due on the [Policy] Effective Date. Subsequent premiums are due as indicated on the [application].} {Premium must be paid to the Administrator on or before the premium due date {and not more than [30 days] after the effective date of an eligible person's coverage}.} A person's coverage will not be affected by the Policyholder's failure, due to clerical error, to remit premiums to the Administrator on time.

**Changes in Premium Rates.** We may change premium rates on the earlier of the following:

1. On or after the date indicated on the Policy Schedule through which premium rates have been guaranteed. After such a change in premium, no additional change will be made for an additional 12 months, or longer if agreed to in writing by us, except as otherwise provided in this section;
2. the date the terms of Eligibility or benefits under the [policy] are amended or modified;
3. the date the [policy] is modified to provide coverage for a subsidiary, division, or affiliate of the [Policyholder];
4. the date there is a change in the risk factors bearing on the risks covered under the policy;
5. the date there is a change in, or addition to, Federal or State law which directly affects our benefit obligation; or
6. the date we discover a misrepresentation of the information provided by the [Policyholder] upon which we relied to establish the premium rates.

We will give prior written notice of any change in premium rates to the [Policyholder]. Such notice will be given no sooner than the number of days indicated on the Policy Schedule before the effective date of the increase unless the [Policyholder] and we agree otherwise.

Premiums for additional benefits or increased insurance becoming effective during a month in which the [policy] is in force will be charged from the first day of the month in which the change becomes effective.

Premiums for insurance terminating during a month in which the [policy] is in force will cease at the end of the month in which the insurance coverage terminates. Nothing in this provision will extend insurance beyond the date it would have otherwise ended.

**Grace Period.** A grace period will be granted to the [Policyholder] for payment of each premium due after the first premium, during which grace period, coverage under the policy will continue in force, but the [Policyholder] will remain liable to us for any unpaid premium. The grace period is indicated on the Policy Schedule, but such period will never be less than 31 days.

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company  
[c/oTPA Name and Address]

**Claim Forms.** When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

**Proof of Loss.** Written proof of loss must be given to the Administrator within 90 days after the date of loss. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Administrator may reasonably require. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within 1 year after it is due, unless the Insured is legally incapable of doing so.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except the Insured's loss of life, will be made to (or on behalf of, if applicable) the Insured, unless otherwise indicated in a specific benefit. If an Insured dies before all payments due have been made to such Insured have been paid, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at our option, to any relative by blood or connection by marriage of the payee, who, in our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment made in good faith fully discharges our liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under the policy for any loss other than loss for which the policy provides any periodic payment will be paid immediately upon the Administrator's receipt of due written proof of the loss. Subject to the Administrator's receipt of due written proof of loss, all accrued benefits for loss for which the policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which we are liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

**Entire Contract; Changes.** The policy, the application, and any {Participation Agreements and} attached papers make up the entire contract between the Policyholder and us. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties.

No change in the policy will be valid until approved by one of our officers. The approval must be noted on or attached to the policy. No agent may change the policy or waive any of its provisions.

**Incontestability.** The validity of the policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium. {The validity of a Participating Organization's coverage under the policy will not be contested after such coverage has been in force for two years from the

Participating Organization's Effective Date, except for non-payment of premium.) After a person has been covered under the policy for two years, no statement made by such person will be used to contest a claim under the policy. We can only contest coverage if the misstatement is made in a written instrument signed by such person and a copy is given to the [Policyholder], the signor or the signor's beneficiary.

**Beneficiary Designation and Change.** {The Insured's designated beneficiary(ies) is (are) the person(s) named by the Insured, as shown in the [Policyholder's] records. {The Insured is the beneficiary for any death benefits payable under Family Life Insurance. If the Insured is not living on the date of a Covered Dependent's death, the beneficiary is the Insured's estate.}}

A legally competent Insured over the age of majority may change his or her beneficiary designation at any time, unless an irrevocable designation has been made. The change may be executed, without the consent of the designated beneficiary(ies), by providing the Administrator, or, if we have agreed upon in advance, the [Policyholder], with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to us on account of any payment that is made prior to receipt of the request.

If there is no designated beneficiary, or if no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: The Insured's (1) spouse; (2) children; (3){ parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is) the Insured's estate. }

{The Insured's designated beneficiary(ies) is (are) the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. Benefits will be paid, in equal shares, to the survivors in the beneficiary class. If no class has a survivor, the beneficiary is the Insured's estate. The Insured is the beneficiary for any death benefits payable under Family Life Insurance. If the Insured is not living on the date of a Covered Dependent's death, the beneficiary is the Insured's estate.}}

**Dividends.** As long as the Certificate is in force, the Insured will receive the dividends we declare, if any, in cash annually.

**Right to Vote.** We are a mutual company. The Policyholder may vote at the annual election of directors if they have one or more of our policies in force. The annual election is held at our Home Office in Madison, Wisconsin, on the 4<sup>th</sup> Friday in April.

**Reinstatement of a Previous Insured.** A member of an Eligible Class who was previously an Insured may apply for any benefits for which the member is eligible. Such member's benefits will begin on the first day of the month following the date we approve the member's application for such benefits, as well as Evidence of Insurability.

**Physical Examination and Autopsy.** We at our expense has the right and opportunity to examine the Insured whose loss is the basis of claim under the policy as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law. If the Insured is Totally Disabled, we may not examine the Insured more than once a year after he or she has been Totally Disabled.

**Legal Actions.** No action at law or in equity will be brought to recover on the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action will be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Conformity with State Statutes.** Any provision of the policy that, as of its Effective Date, is in conflict with the statutes of the state in which the policy is delivered is hereby amended to conform to the minimum requirements of such statutes.

**Workers' Compensation.** The policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** A purely clerical error, that arises from other than a failure to perform administrative duties hereunder, whether by the [Policyholder] or us, will not void the insurance of any Insured if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have

ended or been reduced as provided by the policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insureds of procedural requirements.

**Assignment.** {The policy is non-assignable.} {An Insured may {not} assign his or her rights, privileges and benefits under the policy {without the consent of his or her beneficiary. We are not bound by an assignment until the Administrator receives and files a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the policy}.}

**Misstatement of Facts.** If the material facts, including age of the Insured, were not accurate in the application or any application for coverage under the policy:

1. a fair adjustment of premium will be made; and
2. the true facts, including true age, will decide whether, and in what amount, insurance is in force under the policy.

**Facility of Payment.** If an individual appears to us to be equitably entitled to compensation because he or she has incurred expenses on behalf of an Insured or for burial or funeral expenses, we may deduct from the amount payable under the policy to be paid to such individual the expenses incurred, but not more than \$500. Such payment will not exceed the amount due under the policy.

**{Settlement Options.** The Insured may elect to have all or any part of his or her insurance for loss of life paid to his or her beneficiary in installments or in any other way to which we agree. The Insured must give notice in writing to elect a settlement option. The Insured will have the right to change the election at any time. The terms of payment will be in accordance with those we offer for the insurance at the time election is made.

After the Insured's death, the beneficiary:

1. may make such an election, if the Insured had not done so; and
2. may name a person(s) to receive any amount that would otherwise go to the beneficiary's estate; and
3. will have the right to change the person(s) named in accordance with 2. above.}

**Agency.** For the purposes of the policy, the [Policyholder] acts on its own behalf or as the agent of the Insureds. Under no circumstances will the [Policyholder] be deemed our agent without written authorization.

**Certificates.** We will issue to the [Policyholder], for delivery to each Insured, a certificate containing the principal terms of the policy.



**GROUP TERM LIFE INSURANCE CERTIFICATE**

Underwritten by: National Guardian Life Insurance Company  
Two East Gilman Street  
P.O. Box 1191  
Madison, WI 53701-1191

Administrator: [TPA Name  
TPA Street Address  
TPA City, State, Zip  
TPA Toll-Free Number]

We will refer to National Guardian Life Insurance Company as "we", "us", or "our".

This Certificate of Insurance is evidence of the Insured's insurance under the policy that is issued to the Policyholder indicated on the Policy Schedule and of its benefits. Everything contained in this Certificate of Insurance is subject to the provisions, definitions, and exceptions in the policy. The policy is on file with the Policyholder and may be examined at any reasonable time. Only one of our executive officers can authorize a change to the policy.

The policy was delivered in [Any State] and will be governed by the laws thereof {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

This Certificate of Insurance replaces all Certificates and Certificate Riders, if any, previously issued to the Insured under the policy.

The Secretary and President of National Guardian Life Insurance Company witness this Certificate:

  
Secretary

  
President

**{RIGHT TO EXAMINE CERTIFICATE.** This Certificate of Insurance can be returned for any reason within 30 days after it is received by the Insured. The certificate should be returned by mail or in person to the Administrator. Any premium paid will be refunded and the certificate will be treated as if it were never issued.}

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## POLICY SCHEDULE

**[POLICYHOLDER:** Policyholder Name

**PARTICIPATING ORGANIZATION:** As noted on any attached Participation Agreement.

**POLICY NUMBER:** Group Policy Number

**POLICY EFFECTIVE DATE:** Effective Date

**POLICY ANNIVERSARY DATE:** Anniversary Date and each year thereafter

**STATE OF DELIVERY:** Name of State

**Eligibility:** Class I - All Full-time employees working at least 35 hours per week

**When Individual Coverage is Effective:** Individual Coverage begins on the first day of the month following the date otherwise provided by the policy.

**When an Increase or decrease in Individual Coverage is Effective:** Individual Coverage increase or decrease on the first day of the month following the date otherwise provided by the policy.

**Policyholder Grace period:** 31 days

**Rate change notice to Policyholder:** 31 days

**Basic Earnings:** Includes overtime

**Initial Rate Period:** One year from the Policy Effective Date ]

### **BENEFITS** [

#### **Life Insurance Benefits:**

Basic:	\$x,xxx
Supplemental:	\$x,xxx
Voluntary:	\$x,xxx
Family:	
Legal Spouse under age 70:	\$x,xxx
Eligible Child:	
0 days to less than 6 months	\$x,xxx
6 months to 19 years (or up to age 25, if a full-time student)	\$x,xxx
Guaranteed Issue Amount(s):	\$xx,xxx

**Accident Insurance Benefits:**

Accidental Death and Dismemberment Benefit

Principal Sum: \$xx,xxx

**Schedule of Losses:**

<b><u>For Loss of:</u></b>	<b><u>Percentage of Principal Sum:</u></b>
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

Brain Damage Benefit: \$xx,xxx

Child Care Benefit: \$x,xxx per 12-month period  
Minimum amount \$x,xxx

Coma Benefit: \$xx,xxx per week/per month  
Lump sum benefit xx,xxx

Common Carrier Benefit: \$xx,xxx

Critical Burn Benefit: \$xx,xxx

Education Benefit: \$xx,xxx per year

HIV Occupational Accident Benefit: \$xx,xxx

Home Alteration and Vehicle Modification Maximum Benefit: \$xx,xxx

Repatriation of Remains Maximum Benefit: \$xx,xxx

Seatbelt and Air Bag Benefit: \$xx,xxx  
Minimum seatbelt benefit \$x,xxx  
Additional air bag benefit: \$x,xxx

Spouse Retraining Maximum Benefit: \$xx,xxx

Therapeutic Counseling Benefit: \$xx,xxx

**Disability Income Benefit:**

Benefit Amount: xx% of basic earnings, up to \$xxx  
Benefit Period: 1 week  
Elimination Period: None, if hospitalized, otherwise, xx days  
Maximum Benefit Period: xx weeks

<b>Other Benefits:</b>	Life	Accident	
<b>Extension for Total Disability with Waiver of Premium:</b>			
Benefit applies:	Yes	No	
Age by which Disability must begin:	60	N/A	
Age on which benefit terminates:	65	N/A	
Maximum benefit period	2 years	N/A	
Extension for Lay-off or Leave:	60 days	60 days	
Extension for Injury or Illness:	9 months	9 months	]

**{LIMITATIONS:**

**{Suicide:** No [Life Insurance] benefits will be payable under the policy for death caused by suicide or self-destruction, or any attempt at it within 24 months after the person's coverage under the policy became effective.}

**{Reduction Schedule:** [Benefits will be reduced as follows:

- 35% at age 60
- 60% at age 65
- 75% at age 70}] }

## POLICY EFFECTIVE AND TERMINATION DATES

**Policy Effective Date.** The policy takes effect at 12:01 a.m. at the address of the Policyholder on the Policyholder Effective Date indicated on the Policy Schedule.

**Policy Termination by Us.** We may terminate the policy on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Policy Schedule. We may not terminate the policy prior to such period, except for non-payment of premium.

We will provide [30] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

**Policy Termination by the Policyholder.** The Policyholder may terminate the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

**Policy Termination by Both Parties.** The policy may be terminated at any time by the mutual written consent of the Policyholder and us.

**Policy Termination for Non-Payment of Premium.** If any premium is not paid by the end of the grace period specified in the policy, the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the date on which the unpaid premium was due.

## {PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

**Participating Organization Effective Date.** The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

**Coverage Termination by Us.** We may terminate the Participating Organization's coverage on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Participation Agreement. We may not terminate coverage prior to such period, except for non-payment of premium.

We will provide [31] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

**Coverage Termination by the Participating Organization.** The Participating Organization may terminate coverage under the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

**Coverage Termination by Both Parties.** Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us.

**Coverage Termination for Non-Payment of Premium.** If any premium is not paid by the end of the grace period specified in the Participation Agreement, coverage under the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the date on which the unpaid premium was due.}

## DEFINITIONS

**Accident** means a sudden, unexpected and unintended incident that occurs while coverage is in force with respect to the person whose Injury is the basis of the claim and that results in Injury or loss covered by the policy.

**Active Work/Actively At Work** means expending time and energy in the performance of regular duties [for the Policyholder] at the usual place of employment, or at a location to which [the Policyholder] requires the Insured to travel and for which the Insured is receiving Basic Earnings for such duties. An Insured will be considered Actively At Work on each regularly scheduled non-work day if he or she was Actively At Work on the immediately preceding scheduled work day.

**Basic Earnings** means the Insured's basic rate of pay. It does not include overtime, bonus or any other form of additional compensation, unless otherwise indicated on the Policy Schedule.

**{Covered Dependent** means the Insured's Eligible Dependent(s) for whom any required premium has been paid; coverage has been elected, any required Evidence of Insurability is approved by us, and for whom coverage is in force. Covered Dependent also includes the terms Covered Spouse and Covered Child. }

**{Covered Person** means the Insured and his or her Covered Dependents. }

**{Eligible Dependents** means the Insured's Legal Spouse and Eligible Child(ren).

1. **Legal Spouse** means a lawful spouse by marriage or common law {or a person with whom a civil union is formed according to applicable law}, not including a spouse who is legally separated {or widowed}. {A Legal Spouse also includes the Insured's Qualified Domestic Partner.}
2. **Eligible Child(ren)** means an {unmarried} child, including natural, step, foster, and legally adopted (including in-process adoptions) {who resides with the Insured or is dependent upon the Insured for the majority of support} {, and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}. Such child(ren) must meet the age requirements set forth in the Policy Schedule. }

**Evidence of Insurability** means a written statement, application, or medical evidence of good health that, in our sole judgment, qualifies the person for coverage under the policy. We may require the person to pay the cost of providing this information.

**Guaranteed Issue Amount** means the highest amount of insurance that will be issued to a person without Evidence of Insurability. This amount is indicated on the Policy Schedule.

**Health Care Facility** means general and specialized hospitals, including tuberculosis, psychiatric, long term care and other types of hospitals, and related facilities, such as skilled nursing facilities; intermediate care facilities; rehabilitation centers; alcohol and drug facilities; hospices; facilities for the terminally ill; and facilities for the developmentally disabled.

**Injury** means a bodily Injury caused by an Accident occurring while the [policy] is in force with respect to the person whose Injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

**Insured** means a person who is a member of an Eligible Class, as defined on the Policy Schedule, for whom any required premium has been paid; coverage has been elected, any required Evidence of Insurability is approved by us, and for whom coverage is in force. Persons belonging to more than one Eligible Class will only be covered under the policy for one Eligible Class.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license, who is not: (a) the Insured; (b) a relative to the Insured or a relative of any member of the Insured's family; or (c) residing with the Insured.

**{Qualified Domestic Partner** means either:

1. if the state in which [the policy is delivered/the Insured resides] does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
2. if the state in which [the policy is delivered/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/ Secretary of State] in the state in which the policy is issued.

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change

in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. }

**Sickness** means a diagnosed illness, disease or pregnancy.

### **{BASIC LIFE INSURANCE**

**Insured's Coverage Effective Date.** An Insured's Basic Life Insurance benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

1. the [Policy] Effective Date, if the Insured is a member of an Eligible Class prior to such date;
2. the first day of the month following the date the Insured becomes a member of an Eligible Class; or
3. as indicated on the Policy Schedule.

Any Basic Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the required Evidence of Insurability.

{If the Insured is not Actively at Work due to an Injury or Sickness on the date his or her insurance would otherwise become effective, insurance will not be effective until the first full day following the day the Insured returns to Active Work.}

{If the Insured is confined for medical care or treatment in a Health Care Facility or at home on the date his or her insurance would otherwise become effective, insurance will not become effective until the [first full day] following the day he or she is given final medical discharge from such confinement.}

No Basic Life Insurance benefit will be effective until the required premium is paid.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Basic Life Insurance benefit that was in force on the Insured's life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Any increase in an Insured's Basic Life Insurance benefit up to the Guarantee Issue Amount will take effect on the latest of the following:

1. the date of such increase{, if the Insured is [Actively at Work] on such date};
2. {the date the Insured returns to Active Work, if the Insured was not Actively at Work on the date on which the increase would otherwise become effective;} or
3. {[the first full day following] the date the Insured is given final medical discharge if the Insured was confined for medical care or treatment on the date the increase would otherwise become effective;}
4. as indicated on the Policy Schedule.

Basic Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in the Insured's Basic Life Insurance benefit will take effect on the [January 1 coinciding with or next following] date of the decrease. An Insured's Basic Life Insurance will not be increased in excess of the Guaranteed Issue Amount unless he or she satisfies the Evidence of Insurability requirement for such excess amount. The Insured will become covered for the excess amount on the later of first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability or as indicated on the Policy Schedule.

**Insured's Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Basic Life Insurance ends on the earliest of the following:

1. the date the Insured's [employment] terminates;
- {2. the date the Insured is no longer Actively at Work;}
3. the [first day of the month coinciding with or next following the] date the Insured ceases to be a member of an Eligible Class;
- {4. the [first day of the month coinciding with or next following the] Insured's attainment of age [60];}
5. the date the policy terminates;
6. the date Basic Life Insurance for the [Policyholder] ends;
7. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not

- exceeding one month in any calendar year{; or
- the date the Participating Organization's coverage under the policy ends.} }

### **{SUPPLEMENTAL LIFE INSURANCE**

**Insured's Coverage Effective Date.** An Insured's Supplemental Life Insurance benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

- the [Policy] Effective Date, if the Insured is a member of an Eligible Class and applies for insurance prior to such date;
- {the first day of the month [coinciding with or next] following the date the Insured applies for insurance, if such date is within 31 days of his or her eligibility date;}
- {the first day of the month [coinciding with or next] following the date we approve the Insured's Evidence of Insurability, if application is made more than 31 days after his or her eligibility date;} or
- as indicated on the Policy Schedule.

Any Supplemental Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability.

{If the Insured is not Actively at Work due to an Injury or Sickness on the date his or her insurance would otherwise become effective, insurance will not be effective until the first full day following the day the Insured returns to Active Work.}

{If the Insured is confined for medical care or treatment in an institution or at home on the date his or her insurance would otherwise become effective, insurance will not become effective until the [first full day] following the day he or she is given final medical discharge from such confinement.}

No Supplemental Life Insurance benefit will be effective until the required premium is paid.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Supplemental Life Insurance benefit that was in force on the Insured's life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Any increase in the amount of an Insured's Supplemental Life Insurance benefit up to the Guarantee Issue Amount will take effect on the latest of the following:

- the date of such increase{, if the Insured is [Actively at Work] on such date};
- {if the Insured was not Actively at Work on the date the increase would otherwise become effective, the first full day following the day the Insured returns to Active Work;} or
- {[the first full day following] the date the Insured is given final medical discharge if the Insured was confined for medical care or treatment on the date the increase would otherwise become effective; or}
- as indicated on the Policy Schedule.

Supplemental Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in the Insured's Supplemental Life Insurance benefit will take effect on the [January 1 coinciding with or next following the] date of the decrease.

An Insured's Supplemental Life Insurance will not be increased in excess of the Guaranteed Issue Amount unless he or she satisfies the Evidence of Insurability requirement for such excess amount. The Insured will become covered for the excess amount on the later of first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability or as indicated on the Policy Schedule.

**Insured's Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Supplemental Life Insurance ends on the earliest of the following:

- the date the Insured's [employment] terminates;
- {the date the Insured is no longer Actively at Work;} or
- the premium due date, if premium for Supplemental Life Insurance remains unpaid at the end of the grace period;
- the [first day of the month coinciding with or next following the] date the Insured ceases to be a member

- of an Eligible Class;
- {5. the [first day of the month coinciding with or next following the date the] Insured's attainment of age [60];}
- 6. the date the policy terminates;
- 7. the date Supplemental Life Insurance for the [Policyholder] ends;
- 8. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
- 9. the date the Participating Organization's coverage under the policy ends.}.

### **{VOLUNTARY LIFE INSURANCE**

**{Insured's} Coverage Effective Date.** [An Insured's] Voluntary Life Insurance benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

- 1. the [Policy] Effective Date, if the [Insured] is a member of an Eligible Class and applies for insurance prior to such date;
- 2. {the first day of the month [coinciding with or next] following the date the [Insured] applies for insurance, if such date is within 31 days of his or her eligibility date;}
- 3. {the first day of the month [coinciding with or next] following the date we approve the [Insured's] Evidence of Insurability, if application is made more than 31 days after his or her eligibility date;} or
- 4. as indicated on the Policy Schedule.

Any Voluntary Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability.

{If the [Insured] is not Actively at Work due to an Injury or Sickness on the date his or her insurance would otherwise become effective, insurance will not be effective until the first full day following the day the [Insured] returns to Active Work. }

{If the Insured is confined for medical care or treatment in an institution or at home on the date his or her insurance would otherwise become effective, insurance will not become effective until the [first full day] following the day he or she is given final medical discharge from such confinement.}

No Voluntary Life Insurance benefit will be effective until the required premium is paid.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Voluntary Life Insurance benefit that was in force on the [Insured's] life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Any increase in the amount of [an Insured's] Voluntary Life Insurance benefit up to the Guarantee Issue Amount will take effect on the latest of the following:

- 1. the date of such increase{, if the [Insured] is [Actively at Work] on such date} or;
- {2. if the [Insured] was not Actively at Work on the date the increase would otherwise become effective, the first full day following the day the [Insured] returns to Active Work; or}
- {3. {[the first full day following] the date the Insured is given final medical discharge if the Insured was confined for medical care or treatment on the date the increase would otherwise become effective; or}
- 4. as indicated on the Policy Schedule.

Voluntary Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in the [Insured's] Voluntary Life Insurance benefit will take effect on the [January 1 coinciding with or next following the] date of the decrease. An [Insured's] Voluntary Life Insurance will not be increased in excess of the Guaranteed Issue Amount unless he or she satisfies the Evidence of Insurability requirement for such excess amount. The [Insured] will become covered for the excess amount on the later of first day of the month [coinciding with or next] following the date we approve the Evidence of Insurability or as indicated on the Policy Schedule.

**{Insured's} Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", [an Insured's] Voluntary Life Insurance ends on the earliest of the following:

- 1. the date the [Insured's employment] terminates;

- {2. the date the Insured is no longer Actively at Work;}
3. the premium due date, if premium for Voluntary Life Insurance remains unpaid at the end of the grace period;
4. the [first day of the month coinciding with or next following the] date the [Insured] ceases to be a member of an Eligible Class;
- {5. the first day of the month coinciding with or next following the Insured's attainment of age [60];}
6. the date Voluntary Life Insurance for the [Policyholder] ends;
7. the date the policy terminates;
8. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
9. the date the Participating Organization's coverage under the policy ends.}. }

### **{FAMILY LIFE INSURANCE**

**Family Coverage Effective Date.** An Insured may apply for Family Life Insurance benefits for his or her Legal Spouse {,provided such spouse is less than age [60] at the time of application,} or Eligible Child. Subject to the provision titled Good Health Requirement, such benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

1. the [Policy] Effective Date, if the Insured applies for Family Life Insurance prior to such date;
2. the Insured's Effective Date if application for Family Life Insurance is made within 31 days of the Insured's eligibility date;
3. the first day of the month [coinciding with or next] following the date we approve the application for Family Life Insurance, subject to proof of Evidence of Insurability, if application is made more than 31 days after the Insured's eligibility date;
4. the first day of the month [coinciding with or next] following the date we approve the application for Family Life Insurance, if application is made within 31 days of the Insured acquiring a new spouse or child;
5. the first day of the month [coinciding with or next] following the date we approve the application for Family Life Insurance, subject to proof of Evidence of Insurability, if application is made more than 31 days after acquiring a new spouse or child; or
6. as indicated on the Policy Schedule.

Any Family Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month [coinciding with or next] following the date we approve the required Evidence of Insurability.

No Family Life Insurance benefit will be effective until the required premium is paid.

{Coverage for a newborn child of the Insured will automatically become effective on the date the newborn child becomes an Eligible Child. Coverage for such child will end 31 days after this automatic effective date unless: (1) each Eligible Child of the Insured is covered under the policy on that date; or (2) the Insured has made written request for and paid any required premium for the cost of that child's coverage.}

If Family Life Insurance has been elected by the Insured for his or her Eligible Children and such Insured subsequently acquires an additional Eligible Child(ren), coverage will be immediately effective for such child(ren), subject to the provision titled Good Health Requirement.

**Death Benefit.** Upon receipt of due proof of death, we will pay the Family Life Insurance benefit that was in force on the Covered Dependent's life at the time of his or her death, in accordance with the terms of the policy.

**Changes in Amounts of Insurance.** Subject to the provision titled Good Health Requirement, any increase in Family Life Insurance benefits up to the Guarantee Issue Amount will take effect on the later of the date of such increase or as indicated on the Policy Schedule.

Family Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in Family Life Insurance benefits will take effect on the date of the decrease.

**Good Health Requirement.** If the Insured's Legal Spouse or Eligible Child is confined in a Health Care Facility on the date Family Life Insurance would otherwise become effective, such insurance will not be effective until the

[first day of the month following the day that confinement ends].

**Dual Coverage Prohibitions:**

1. Spouse. If a person is eligible for coverage under the policy both as a Legal Spouse and as an Insured, such person may only be covered as an Insured.
2. Child. If each parent of an Eligible Child is an Insured under the policy, such child may only be covered by one parent. If the Insured who is covering such child loses his or her coverage under the policy, the other Insured may elect to continue covering the child without Evidence of Insurability by applying to cover the child within 31 days of the loss of the other Insured's coverage.

**Family Life Insurance Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", a Covered Dependent's Life Insurance ends on the earliest of the following:

1. the date the Insured's Life Insurance under the policy ends{; except that if it ends due to death, a Covered Spouse may elect to continue Family Life Insurance coverage by making written request for such coverage and continuing any required contributions toward the cost of that insurance. When such election is made, such spouse will be considered the Insured under the terms of the policy};
2. the date the [policy] terminates;
3. the date the Insured is no longer eligible for Family Life Insurance;
4. the date the Insured notifies us in writing to discontinue his or her Family Life Insurance;
5. the premium due date, if premium for Family Life Insurance remains unpaid at the end of the grace period;
6. the [first day of the month coinciding with or next following the] date Family Life Insurance is no longer provided by the [policy];
7. the [first day of the month coinciding with or next following the] date the Covered Dependent ceases to qualify for Family Life Insurance under the policy
8. the date the Covered Dependent enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
9. for a Covered Spouse only, the date such spouse attains age [60]}.

**Family Conversion Right.** In addition to the reasons stated in the section titled "CONVERSION", a Covered Dependent is also Entitled to Convert his or her Family Life Insurance if:

1. the Insured dies; or
2. the spouse or child ceases to qualify for coverage as a Covered Dependent.

The amount of converted Life Insurance to which such spouse or child will be entitled is limited to the amount of Life Insurance that is lost under the policy.}

**{Domestic Partner Coverage.** An Insured may elect coverage under the policy for his or her Qualified Domestic Partner and children of a Qualified Domestic Partner who would be eligible for coverage if they were the Insured's Eligible Children. The coverage provided to such persons will be on the same basis as that provided to a Covered Spouse or a Covered Child, as applicable. } }

**{ACCELERATED BENEFIT**

An Accelerated Benefit is payable to an Insured if, due to a medically determinable condition suffered by the Insured, death is expected to result within [6] months.

In order for this benefit to be paid, we:

1. must receive a written request from the Insured. If the Insured is unable to sign a written request due to his or her physical condition, a written request from the primary beneficiary will be acceptable;
2. must receive a written report signed by the attending Physician that certifies the Insured, due to a medically determinable condition, has a life expectancy of [6] months or less;
3. must receive from any assignee or irrevocable beneficiary his acknowledgement and agreement to payment of this benefit;

4. may, at our option, confirm the diagnosis with an additional medical opinion if our medical director does not concur with the attending Physician. Such opinion will be obtained at our expense.

The Accelerated Benefit will be an amount equal to [25%] of the death benefit applicable to the Insured under the Policy on the date of the Physician's certification of such diagnosis, not to exceed [\$25,000]. The benefit payable will be rounded, if necessary, to the nearest multiple of \$1,000. This benefit will be paid in one lump sum and is payable only one time for each Insured. If the Insured recovers from the medically determinable condition after receiving the Accelerated Benefit, we will not ask for a refund. However, should the Insured return to active work, the amount of life insurance to which he or she is entitled will be reduced by the amount previously paid.

If an Insured elects to receive this benefit, it is understood:

1. the death benefit ultimately payable for the Insured will be reduced by an amount equal to the Accelerated Benefit paid to the Insured; and
2. the amount of this Accelerated Benefit plus the corresponding death benefit will not exceed the amount that would have been paid as the death benefit in the absence of this Accelerated Benefit.

Coverage for any Insured under this provision will terminate on the date of payment of an Accelerated Benefit to the Insured.

{Dependent Eligibility for Accelerated Benefit – A Covered Dependent is eligible for an Accelerated Benefit, subject to all other terms and conditions of this benefit.}

**THIS ACCELERATED BENEFIT WILL REDUCE THE FULL LIFE INSURANCE BENEFIT THAT WOULD ULTIMATELY BE PAYABLE. THIS BENEFIT MAY BE TAXABLE AND INSUREDS MAY WISH TO SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISORS. THE COST OF THIS BENEFIT IS INCLUDED IN THE COST OF THE POLICY. }**

#### **EXCEPTIONS TO WHEN COVERAGE TERMINATES**

The following provisions allow coverage to continue beyond the date it would otherwise terminate.

**{Extension for advanced payment of premium.** [The Policyholder] may extend the Insured's benefits under the policy, including Family Life Insurance, up to the period of time contributions for all such benefits were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid. }

**{Extension for Lay-off or Leave of Absence.** If an Insured is not Actively at Work due to Lay-off or Leave of Absence, the [Policyholder] may extend the Insured's benefits under the policy, including Family Life Insurance, up to the maximum period indicated on the Policy Schedule. Such extension is subject to continued payment of the required premium and [Policyholder] established criteria that preclude individual selection.}

**{Extension for Injury or Illness.** If an Insured is not Actively at Work due to Injury or Sickness, the [Policyholder] may extend the Insured's benefits under the policy, including Family Life Insurance, up to the maximum period indicated on the Policy Schedule. Such extension is subject to continued payment of the required premium and [Policyholder] established criteria that preclude individual selection.}

**{Extension for Total Disability with Waiver of Premium.** If an Insured is [not Actively at Work due to Total Disability], the Insured's benefits eligible for Waiver of Premium, as indicated on the Policy Schedule, may be extended by us without payment of the required premium, subject to the following:

1. Total Disability must have begun before the age indicated on the Policy Schedule and while covered under the policy;
2. the Insured furnishes proof satisfactory to us that he or she has been Totally Disabled continuously from the date the Total Disability began;
3. such proof is furnished no later than one year after the date the Insured ceased being [Actively at Work], unless the Insured demonstrates proof was provided as soon as reasonably possible; and
4. the Insured must surrender to us, without claim for more than a refund of premium paid, any policy issued to him or her pursuant to the Conversion Privilege provided by the policy.

So long as an Insured furnishes proof that the Total Disability has continued uninterrupted, we will continue to extend such Insured's [Life Insurance benefits] from the date the Total Disability began until the earliest of the following:

1. the [age on which the benefit terminates or the end of the maximum benefit period] indicated on the Policy Schedule;
2. the date the Insured is no longer Totally Disabled{; or
3. the date the Insured receives, or would be eligible to receive if a claim was made, any retirement benefits, including Social Security or Railroad Retirement Act benefits}.

To verify the existence and continuance of Total Disability, we have the right and opportunity, at our expense, to have the Insured examined by a Physician chosen by us, as often as is reasonable. Failure to comply with this requirement will result in termination of Extension for Total Disability with Waiver of Premium.

Any premium paid for an Insured during a period for which he or she was entitled to Extension for Total Disability with Waiver of Premium will be refunded to the [Policyholder]{, who is responsible for any refund of premium due the Insured}.

The Life Insurance benefit that is extended under this provision will be the benefit to which the Insured was entitled on the last day the Insured was [Actively at Work]. This benefit will not increase; however, it will decrease whenever the benefit applicable to the Insured's Eligible Class is reduced, or whenever any benefit reduction applies.

Termination of the [policy] will {not} end extension of Life Insurance benefits under this provision.

Should Total Disability end, thereby allowing the Insured to return to [Active Work], the Insured may resume any coverage provided under the policy for which the Insured qualifies, provided the [policy] has not terminated and the required premium is paid.

No Life Insurance benefit will be paid while coverage is extended under this provision without proof that the Insured continued to be Totally Disabled through the period of extension until the date of death.

Additional Definitions - Wherever used in this provision:

"Primary and Essential Duties" means those duties that are generally and regularly required in the performance of the occupation and that cannot be reasonably changed, accommodated, or omitted.

"Total Disability/Totally Disabled" means:

1. the Insured is unable to perform the Primary and Essential Duties of any occupation for which the Insured is, or becomes, reasonably fitted by training, education, and experience; and
2. the Insured is not working in any capacity for pay or remuneration. }

**{Extension of Family Life Insurance during the Insured's Extension for Total Disability with Waiver of Premium.** If an Insured's insurance is continued under the Extension for Total Disability with Waiver of Premium exception the life insurance on the lives of his or her Covered Dependents will also be continued during the same period without payment of premiums subject to all other provisions and conditions of the policy.}

**{Continuation of Coverage.** If an Insured ceases to be employed by the [Policyholder] for any reason [other than retirement], the Insured may elect to continue his or her [Life Insurance benefits] under the policy {provided he or she has not attained age 70}. The Insured must make such election within 31 days of termination of employment. {The Insured may not continue Family Life Insurance.}

Continued coverage will be subject to all of the provisions and limitations of the policy, including reductions/termination at an age or any other termination provision. {However, in no event will coverage continue beyond age 70.}

Coverage continued under this provision will end the earliest of the date:

1. ending the last period through which premiums have been paid, subject to the provision titled "*Premium*

*for Continuation*”;

2. the Insured's Life Insurance benefits would otherwise terminate as indicated in the policy;
3. the [policy] terminates{;
4. the date the Insured attains age 70;} {or
5. the Insured becomes eligible for any other group term life coverage through employment}.

**Premium for Continuation** - The Insured is responsible for paying the entire premium for coverage continued under this section. Premiums for continued coverage will be billed directly to the Insured on a quarterly, semi-annual or annual basis. Such premiums may exceed the group rate applicable to the amount of coverage being continued. After the first premium for coverage under this section has been paid, a grace period of 31 days will be granted to the Insured for payment of each subsequent premium due. During such grace period, coverage will continue in force.}

**{Conversion After Extension.** When the periods of extension or continued coverage described in this section ends, the Insured may convert his or her coverage to an individual insurance policy, provided the Insured is Entitled to Convert as described in the Conversion Privilege provision.}

## **CONVERSION**

**Conversion Privilege.** Any person covered under the policy may convert his or her Life Insurance to an individual policy, provided such person is Entitled to Convert and, within 31 days after his or her Life Insurance ends:

1. applies in writing to us; and
2. pays the first premium.

**Evidence of Insurability.** No Evidence of Insurability will be required in order to convert to an individual policy under the Conversion Privilege.

**Entitled to Convert.** A person covered under the policy is Entitled to Convert his or her Life Insurance only if such insurance ends because:

1. the Insured's [employment] terminates;
2. the Insured ceases to be a member of an Eligible Class as described in the Eligible Class(es) section of the Policy Schedule;
3. the [policy] terminates, provided the person has been covered under the policy for at least [five consecutive years] immediately preceding such termination;
4. the policy is amended to terminate the Eligible Class to which the Insured belongs, provided the person seeking to convert has been covered under the policy for at least five consecutive years immediately preceding such termination.

**Amount of Converted Life Insurance.** If a person's Life Insurance ends because the Insured's [employment] terminates or the Insured is no longer a member of an Eligible Class, the amount of converted Life Insurance to which he or she will be entitled will not be more than the amount of Life Insurance that is lost under the policy {reduced by the amount of any group life insurance for which he or she becomes eligible during the 31 days following the date the person's life insurance under the policy ends}.

{If a person's insurance ends because he or she ceases to be an [eligible member of the Organization], the amount of the individual policy will be the amount for which he or she was insured as of the date of the termination, or at the Insured's option, a lesser amount.}

If a person's Life Insurance ends because the policy is changed to terminate the Eligible Class to which the Insured belongs, or if the [policy] terminates, the amount of converted Life Insurance he or she will be entitled to convert will be {the lesser of: (a)} the amount of Life Insurance in force under the policy at the time insurance ends, less any amount for which such person becomes eligible under this or any other group life policy during the 31-day conversion period{; or (b) \$10,000}.

**Type of Policy.** The individual policy will be our current offering and will be on a form customarily issued by us. However, such policy may not be term. No disability or other supplemental benefits will be provided under the

individual policy. The individual policy will go into effect at the end of the 31-day period after Life Insurance ends.

If the individual policy contains a provision that restricts the time within which benefits would be payable as a result of suicide, or restricts the time within which coverage under the policy can be contested, such time periods will be deemed to have begun at the time the Insured was first covered under the policy.

The premium will be based on our rates for the individual policy form, the benefit amount, age and the class of risk to which the person belongs at the time insurance ends. To continue insurance under the individual policy, the premium must continue to be paid as required under the terms of the individual policy.

**Death During the Conversion Period.** If the person dies during the 31-day period during which he or she is eligible to convert, we will pay, as a death benefit under the policy, the maximum amount such person was otherwise eligible to convert. If the person dies during the 31-day conversion period and has already converted, the death benefit payable under the policy will be reduced by the amount of Life Insurance actually converted, unless the individual policy is surrendered to us. In such case, any premium paid for the individual policy will be refunded.

**Notice of Conversion Right.** Notice of the right to convert to an individual policy will be presented to the Insured or delivered to the Insured's last known address within 15 days from the date a person's Life Insurance coverage ends. If notice is not given within this 15-day period, the 31-day conversion period will be extended by 15 days after the date notice is given. However, in no event will the initial 31-day period of time be extended beyond 60 days from the date Life Insurance ends.

**Restoration of Membership in Eligible Class.** If an Insured has converted coverage under the policy and subsequently regains membership in an Eligible Class, coverage will not be provided under the policy until such Insured surrenders the individual policy to us, subject to the provision titled "Reinstatement of a Previous Insured."

### **{{WORK-RELATED} ACCIDENT INSURANCE**

**{ACCIDENTAL DEATH {AND DISMEMBERMENT} BENEFIT.** We will pay the applicable Benefit Percentage of the Principal Sum shown on the Policy Schedule if, as a result of an Accident covered by the policy, an [Insured's] Injury results in any one of the losses listed in the Schedule of Losses. {The loss must occur within [180 days] of the date of Accident.} {If [an Insured] suffers more than one covered loss as a result of any one covered Accident, only the largest amount will be paid.}

{All Accidental Dismemberment benefits will be paid to the Insured.} The [Insured's] Accidental Death benefits will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

The Schedule of Losses, Principal Sum and Benefit Percentage(s) are shown on the Policy Schedule.

Additional Definition - As used in the Schedule of Losses, the following terms are defined as indicated:}

{“Loss of a hand or foot” means complete severance through or above the wrist or ankle joint.}

{“Loss of sight of an eye” means total and irrecoverable loss of the entire sight in that eye.}

{“Loss of hearing in an ear” means total and irrecoverable loss of the entire ability to hear in that ear.}

{“Loss of speech” means total and irrecoverable loss of the entire ability to speak.}

{“Loss” of thumb and index finger means the complete severance through or above the metacarpophalangeal joint of both digits.}

{“Quadriplegia” means the complete and irreversible paralysis of both upper and both lower limbs.}

{“Paraplegia” means the complete and irreversible paralysis of both lower limbs.}

{“Hemiplegia” means the complete and irreversible paralysis of the upper and lower limbs of the same side of the

body.}

{“Uniplegia” means the complete and irreversible paralysis of one limb.}

{“Limb” means entire arm or entire leg.} }

**{BRAIN DAMAGE BENEFIT.** We will pay the Brain Damage Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured’s] Injury results in Brain Damage. The Brain Damage must:

1. manifest itself within [30 days] of the Accident;
2. require hospitalization of at least [7 days] during the first [60 days] following the Accident; and
3. persist for [18 consecutive months] after the date of the Accident.

{In no event will the total of all benefits paid for any one [Insured] for any one Accident under this benefit and the Accidental Death {and Dismemberment} Benefit exceed that [Insured’s] Principal Sum.}

Additional Definition - Wherever used in this benefit:

“Brain Damage” means accidental cranial trauma resulting in permanent deterioration and/or loss in intellectual capacity as evidenced by a rating level [III] or below on the Rancho Los Amigos Cognitive Scale for a continuous period of at least [12 months] following the Accident as determined by a Physician based on laboratory and clinical findings. }

**{CHILD CARE BENEFIT.** We will pay the Child Care Benefit shown on the Policy Schedule for [one] Eligible Child of the [Insured] if:

1. as a result of an Accident covered by the policy, the [Insured’s] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit;
2. the [Insured] is survived by an Eligible Child who is less than age [12]; and
3. such child:
  - a. is enrolled for child care with a Child Care Provider; or
  - b. has been enrolled for child care with a Child Care Provider and will be receiving child care within [365 days] after the date of the [Insured’s] death{, and,
  - c. was a Covered Dependent on the date of the Accident}.

Benefits are payable for up to five consecutive 12-month periods or until the date the child attains age [13], whichever occurs first. The Child Care Benefit is separate from any Loss of Life benefit payable under the policy’s Accidental Death {& Dismemberment} Benefit. In order for a Child Care Benefit to be payable, a Loss of Life benefit must be paid under the policy’s Accidental Death {& Dismemberment} Benefit.

Payment will be made to the surviving spouse who has custody of the child. If there is no surviving spouse or the child does not live with the spouse, benefits will be paid to the child’s legal guardian. Benefit payments will be made at the end of each [12-month] period, based on documented expenses. A [12-month] period begins when the child first enters child care with a Child Care Provider after the [Insured’s] death or the first of the month following the [Insured’s] death if at that time the child was already receiving child care.

Proof of enrollment with a Child Care Provider satisfactory to us for [each] child includes, but will not be limited to, the following:

1. a copy of the child’s approved enrollment application for child care from a Child Care Provider;
2. evidence of payment to a Child Care Provider;
3. a letter from the Child Care Provider stating that the child:
  - a. is attending child care; or
  - b. has been enrolled for child care and will be attending within [180 days] after the date of the [Insured’s] death.

Proof of enrollment must be sent to us prior to the last day of the [6<sup>th</sup>] month following the date of the [Insured’s] death.]

{We will pay {the Minimum Amount for} the Child Care Benefit shown on the Policy Schedule in accordance with

the policy's Claims Provisions if:

1. a Loss of Life benefit is payable under the policy's Accidental Death {& Dismemberment} Benefit because of the [Insured's] death; and
2. no person qualifies as a child eligible for the Child Care Benefit. }

Additional Definition - Wherever used in this benefit:

"Child Care Provider" means a facility that or an individual who provides a program of child care that:

1. is operated in a private home, school or other facility; and
2. makes a charge for the care of children; and
3. holds a valid license as a child care center or is operated by an individual who holds a valid license to provide child care, 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. }

**{COMA BENEFIT.** We will pay the Coma Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured's] Injury results in a Coma. The [Insured] must become Comatose within [31 days] of the Accident.

Benefits payments will begin after the [Insured] has been Comatose for [31 days] and will be paid until the earliest of the end of the:

1. month in which the [Insured] dies;
2. [11th] month for which this benefit is payable;
3. month in which the [Insured] recovers from the Coma.

{{The Coma Benefit will be reduced by any amount we have paid under the policy's Accidental Death {& Dismemberment Benefit} for the [Insured's] loss from the same covered Accident.} In the event the [Insured] dies while Coma Benefit payments are being made, the Principal Sum will be {further} reduced by the amount we have paid under the Coma Benefit.}

{If the [Insured]:

1. dies {from any cause or} {as a result of the same covered Accident} while this Coma Benefit is payable{;
- or
2. remains Comatose after this Coma Benefit is payable for [11] straight months),

we will pay the lump sum benefit indicated on the Policy Schedule reduced by the amount of any Accidental Death {& Dismemberment} Benefit paid to the [Insured] for a loss from the same covered Accident. In the event the lump sum benefit is paid, no further benefit will be paid under the Accidental Death{& Dismemberment} Benefit. }

Additional Definition - Wherever used in this benefit:

A person is considered "Comatose" or in a "Coma" if a person is in a profound state of unconsciousness, from which one can not be aroused and is unable to respond to external or internal stimuli, as verified by a Physician. }

**{COMMON CARRIER BENEFIT.** We will pay the Common Carrier Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy that occurs while the [Insured] is riding as a passenger in {or being struck by} a Common Carrier {or in or at an airport, rail station or bus stop}, the [Insured's] Injury results in a loss payable under the Accidental Death {& Dismemberment} Benefit. Riding includes getting into and out of the Common Carrier.

The Common Carrier Benefit is separate from any Accidental Death {& Dismemberment} Benefit payable under the policy. In order for a Common Carrier Benefit to be payable, a benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit.

Additional Definition - Wherever used in this benefit:

“Common Carrier” means:

1. a public conveyance (including aircraft) which is licensed for hire to carry fare-paying passengers {; or
2. a transport aircraft operated by the Air Mobility Command (AMC) or a similar air transport service of another country}. }

**{CRITICAL BURN BENEFIT.** We will pay the Critical Burn Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured] is Critically Burned and requires reconstructive or cosmetic surgery.

{In no event will the total of all benefits paid for any one [Insured] for any one Accident under this benefit and the Accidental Death {and Dismemberment} Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

“Critically Burned” means 3<sup>rd</sup> degree burns over 25% of the body or permanent disfigurement to the point of requiring reconstructive or cosmetic surgery as certified by a Physician. }

**{EDUCATION BENEFIT.** We will pay the Education Benefit shown on the Policy Schedule for an Eligible Child of the [Insured] if:

1. as a result of an Accident covered by the policy, the [Insured's] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit;
2. the [Insured] is survived by an Eligible Child; and
3. such child {before reaching age [19]}:
  - a. enrolls as a full-time student in an accredited school beyond the 12th grade level; [or]
  - b. {was enrolled at the 12th grade level on the date of the Accident and enrolls within [1 year] of the Accident as a full-time student in an accredited school beyond the 12th grade level; and continues his or her education.}
  - {c.} {incurs expense for: tuition; room and board; transportation and any other expenses payable to, or approved and certified by, the school {, and
4. such child was a Covered Dependent on the date of the Accident.}

The Education Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for an Education Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

Payment will be made to the child (or such child's legal guardian) on an annual basis while the child continues as a full-time student at an accredited school beyond the 12th grade level, for [4] consecutive years. }

**{HIV OCCUPATIONAL ACCIDENTAL BENEFIT.** If, as a direct result of an Injury as defined in this benefit the [Insured] tests HIV Positive, we will pay the lump sum HIV Occupational Accidental Benefit shown on the Policy Schedule.

In order to receive the HIV Occupational Accidental Benefit, the [Insured] must:

1. file with his or her employer, within [24 hours] of the date of the Injury, an incident report (notice of exposure), on a form satisfactory to the Administrator, which describes the nature of the exposure to HIV;
2. submit such incident report to the Administrator as soon as reasonably possible after the Injury;
3. not have previously tested positive for HIV or, if he or she had previously tested positive for HIV, he or she must have subsequently tested negative for HIV prior to the date of the Injury;
4. submit to the Administrator, as soon as reasonably possible, proof that he or she tested negative for HIV in a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing) within [24 hours] of the date of Injury at an authorized laboratory other than the laboratory of his or her employer; and
5. thereafter, test HIV Positive within [24 weeks] of the date of the Injury reported in item 1. above.

We must receive notification of HIV Positive test results as soon as reasonably possible. This Benefit will be paid in accordance with the policy's Claims Provisions after we receive proof of HIV test results as indicated in this benefit.

We will not pay for any cost incurred for HIV tests or any related testing. In no event will we provide benefits for HIV, acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC), or any complications arising there from, except as specifically provided in this benefit.

Additional Definitions - Wherever used in this benefit:

“HIV” means human immunodeficiency virus.

“HIV Positive” means [the presence of HIV antibodies in the [Insured’s] blood as substantiated through both a positive screening test enzyme-linked immunosorbent assay (ELISA), and a positive supplement test such as Western Blot. All such tests must be approved by the FDA with the interpretation of positive results as specified by the manufacturer(s)].

“Injury” means an accidental:

1. cutaneous exposure through abraded skin;
2. percutaneous exposure; or
3. mucocutaneous exposure;

to HIV that occurs while the [Insured] is covered by this benefit and is Actively At Work. }

**{HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT.** We will pay up to the maximum Home Alteration and Vehicle Modification Benefit shown on the Policy Schedule if:

1. as a result of an Accident covered by the policy, the [Insured’s] Injury results in a loss, other than Loss of Life, for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit; and
2. such Injury subsequently requires the use of a wheelchair to be ambulatory.

Payment will be made for the expenses actually incurred within [90 days] from the date of the Accident for the one-time cost of:

1. alterations to the [Insured’s] principal residence to make it wheelchair accessible and habitable; and
2. modifications necessary to a motor vehicle utilized by the [Insured] to make the vehicle accessible or drivable for the [Insured];

provided:

1. home alterations are made by persons experienced and licensed in such alterations; and
2. vehicle modifications are carried out by persons who are members of the National Mobility Equipment Dealers Association (NMEDA) Quality Assurance Program and registered with the National Highway Traffic Safety Administration (NHTSA).

In no event will benefits for home alteration and vehicle modification exceed the applicable maximum benefit shown on the Policy Schedule

The Home Alteration and Vehicle Modification Benefit is separate from any benefit payable under the Accidental Death {& Dismemberment} Benefit. In order for a Home Alteration and Vehicle Modification Benefit to be payable, a benefit, other than Loss of Life, must be paid under the policy’s Accidental Death {& Dismemberment} Benefit. }

**{REPATRIATION OF REMAINS BENEFIT.** We will pay the reasonable expenses incurred in the repatriation of the [Insured’s] remains if, as a result of an Accident covered by the policy that occurs while [traveling outside the [Insured’s] country of domicile/within 100 miles of the [Insured’s] residence], the [Insured’s] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit.

Reasonable expenses include:

1. documentation and authorization from the proper authorities;
2. embalming or cremation;
3. an appropriate coffin or urn designed for transportation of mortal remains;

4. transportation of mortal remains to burial place {in the [Insured's] home country}. Transportation must be by the most direct and economical route. Transportation expenses for accompanying the body, visitation or funeral expenses are not covered.}}

In no event will benefits for repatriation of the [Insured's] remains exceed the applicable maximum benefit shown on the Policy Schedule.

The Repatriation of Remains Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for a Repatriation of Remains Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

**{SEATBELT {AND AIR BAG} BENEFIT.** We will pay the Seatbelt Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy that occurs while the [Insured] is driving or riding in a Private Passenger Automobile equipped with Seatbelts, the [Insured's] injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit and:

1. the Seatbelt was in actual use and properly fastened at the time of the Accident; and
2. the use or position of the Seatbelt is certified:
  - a. in the official report of the Accident; or
  - b. by the investigating officer.

However, if such certification is not available and it is unclear if the [Insured] was properly wearing a Seatbelt, we will pay the Minimum Seatbelt Benefit shown on the Policy Schedule.

{We will pay the additional Air Bag Benefit shown on the Policy Schedule if the [Insured's] death occurred in a Private Passenger Automobile equipped with a factory installed air bag. The [Insured] must have been wearing a Seatbelt when the air bag inflates. In addition, the police report concerning the Accident must establish that the air bag inflated properly upon impact. No benefit will be paid due to a defect in the diagnostic system causing the air bag to inflate.}

In addition to those items listed in the provision titled Accident Insurance Exclusions, a Seatbelt {or Air Bag} Benefit will not be paid for an Accident which occurs while the [Insured] is:

1. participating in a race, speed or endurance test;
2. not wearing a seatbelt for any reason; or
3. sharing a seatbelt.

The Seatbelt {and Air Bag} Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for a Seatbelt {and Air Bag} Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

Additional Definitions - Wherever used in this benefit:

"Private Passenger Automobile" means a four wheel passenger car, station wagon, pick-up truck, jeep, crossover and sports utility vehicle, which is:

1. validly registered; and
2. not licensed commercially{, unless owned by the Policyholder}.

"Seatbelt" means those belts that form an occupant restraint system at the time the Private Passenger Automobile was manufactured. {In the case of a minor child, seatbelt means a child restraint device that is appropriate to the child's age and approved by the National Highway Traffic Safety Administration, and which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.} }

**{SPOUSE RETRAINING BENEFIT.** We will pay the Spouse Retraining Benefit shown on the Policy Schedule if:

1. as a result of an Accident covered by the policy, the [Insured's] Injury results in Loss of Life for which a benefit is payable under the Accidental Death {& Dismemberment} Benefit;
2. the [Insured] is survived by a Legal Spouse; and
3. such spouse:

- a. is covered by the policy at the time of the Accident;}
- b. enrolls, within 1 year of the Insured's death, in an accredited school for the purpose of training or refreshing skills for employment; and
- c. incurs expenses from such school.

The Spouse Retraining Benefit pays the expenses actually incurred for training or refreshing skills for employment within [24] months of the first training or refresher course session. In no event will benefits for spouse retraining exceed the applicable maximum benefit shown on the Policy Schedule

The Spouse Retraining Benefit is separate from any Loss of Life benefit payable under the policy's Accidental Death {& Dismemberment} Benefit. In order for a Spouse Retraining Benefit to be payable, a Loss of Life benefit must be paid under the policy's Accidental Death {& Dismemberment} Benefit. }

**{THERAPEUTIC COUNSELING BENEFIT.** We will pay the Therapeutic Counseling Benefit shown on the Policy Schedule if, as a result of an Accident covered by the policy, the [Insured's] Injury results in a loss, other than Loss of Life, payable under the Accidental Death {& Dismemberment} Benefit.

The Therapeutic Counseling Benefit is payable for both the [Insured] who suffered the loss {and any of the [Insured's] Covered Dependents}. The counseling must be received within [180] days of the Accident.

The Therapeutic Counseling Benefit is separate from any benefit payable under the Accidental Death {& Dismemberment} Benefit. In order for a Therapeutic Counseling Benefit to be payable, a benefit, other than Loss of Life, must be paid under the policy's Accidental Death {& Dismemberment} Benefit.

Additional Definition - Wherever used in this benefit:

"Therapeutic Counseling" means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling. Such therapist or counselor cannot be any person who is related to the [Insured] or the [Insured's] spouse in any of the following ways: [spouse; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted and stepchild)]. }

**INSURED'S ACCIDENT INSURANCE TERMINATION DATE.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Accident Insurance ends {on the date [Voluntary] Life Insurance for the Insured ends} {on the earliest of the following:

1. the date the [Insured's employment] terminates;
- {2. the date the Insured is no longer Actively at Work;}
3. the premium due date, if premium for Accident Insurance remains unpaid at the end of the grace period;
4. the [first day of the month coinciding with or next following the] date the [Insured] ceases to be a member of an Eligible Class;
- {5. the first day of the month coinciding with or next following the Insured's attainment of age [60];}
6. the date Accident Insurance for the [Policyholder] ends;
7. the date the policy terminates;
8. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
9. the date the Participating Organization's coverage under the policy ends.}.

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.

**{COVERED DEPENDENT'S ACCIDENT INSURANCE TERMINATION DATE.** Subject to the section titled "Exceptions to When Coverage Ends", a Covered Dependent's Accident Insurance ends on the earliest of the following:

1. the date the Insured's [Accident] Insurance under the policy ends{; except that if it ends due to death, a Covered Spouse may elect to continue Accident Insurance coverage by making written request for such coverage and continuing any required contributions toward the cost of that insurance. When such election is made, such spouse will be considered the Insured under the terms of the policy};
2. the date the [policy] terminates;

- 3 the date the Insured is no longer eligible for Accident Insurance for his or her dependents;
4. the date the Insured notifies us in writing to discontinue Accident Insurance for his or her dependents;
5. the premium due date, if premium for Covered Dependent's Accident Insurance remains unpaid at the end of the grace period;
6. the [first day of the month coinciding with or next following the] date Accident Insurance is no longer provided for Covered Dependents by the [policy];
7. the [first day of the month coinciding with or next following the] date the Covered Dependent ceases to qualify for Accident Insurance under the policy
8. the date the Covered Dependent enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year; or
9. for a Covered Spouse only, the date such spouse attains age [60]. }

Termination will not affect a claim for a covered loss that occurs while the Covered Dependent's coverage is in force.

**ACCIDENT INSURANCE EXCLUSIONS.** No Accident Insurance Benefit will be payable for any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. attempted suicide or intentionally self-inflicted injury, while sane or insane.
2. bodily or mental infirmity; disease of any kind; or medical or surgical treatment for that infirmity or disease. This does not include bacterial infections resulting from an accidental cut or wound or accidental ingestion of a poisonous food substance.
3. voluntary taking of poison; voluntary inhalation of gas; voluntary taking of a drug or chemical. This does not apply to the extent administered by a Physician
4. declared or undeclared war or act of war.
5. the [Insured's] commission of or attempt to commit a felony, or any loss sustained while incarcerated for the felony.
6. the [Insured's] participation in a riot.
7. the [Insured's] engaging in an illegal occupation.
8. release of nuclear energy.
9. operating, riding in, or descending from any aircraft (including a hang glider). This does not apply to the [Insured] while a fare-paying passenger on a {common carrier} {licensed commercial, nonmilitary aircraft}.
10. the use of drugs or alcohol, unless administered by a Physician.
- {11. Injury or Sickness for which the [Insured] has or had a right to payment under any workers' compensation or similar law.}
- {12. Injury or Sickness not arising out of or not in the course of any work for pay, profit or gain. This includes activities sponsored by the [Policyholder] away from its premises. {This does not apply to an [Insured] who is not covered by workers' compensation and lawfully chose not to be.}}

### **{DISABILITY INCOME INSURANCE**

**Disability Income Benefit.** We will pay a Disability Income benefit for each Benefit Period during which an Insured remains Totally Disabled, provided:

1. he or she becomes Totally Disabled while insured for this benefit;
2. he or she has been continuously Totally Disabled during the Elimination Period;
3. the Exclusions do not apply; and
4. he or she is receiving regular care and treatment from a Physician for the Total Disability.

The Injury causing the Total Disability must be sustained in an Accident that: 1) occurs while the Insured is insured for this benefit; and 2) results in the Insured Total Disability within 90 days after the date of the Accident.

The Sickness causing the Total Disability must have started while the Insured is insured for this benefit.

Additional Definition - Wherever used in this benefit:

"Own Occupation" means the job classification the Insured was performing, as defined by the Department of

Labor, immediately prior to the Injury or Sickness causing the Total Disability.

“Primary and Essential Duties” means those duties that are generally and regularly required in the performance of the occupation and that cannot be reasonably be changed, accommodated, or omitted.

“Total Disability/Totally Disabled” means:

1. during the Elimination Period and up to the Maximum Benefit Period, the Insured’s complete inability to perform all of the Primary and Essential Duties of his or her Own Occupation, with or without accommodation, during the Insured’s normal work schedule; and
2. the Insured is not working in any capacity for pay or remuneration.

**Benefit Payable.** The amount of the Disability Income Benefit, the Benefit Period, the Elimination Period after which we will begin paying, and the Maximum Benefit Period beyond which we will not pay, are shown on the Policy Schedule.

The Elimination Period begins on the first full day that the Insured is both Totally Disabled and under the care and treatment of a Physician for the Total Disability. If a period for which benefits are payable is less than a full Benefit Period, we will pay benefits on a pro-rata basis.

If the Insured has successive periods of Total Disability, a new period of Total Disability begins if:

1. the later Total Disability results from causes entirely unrelated to the causes of the earlier Total Disability; or
2. the periods of Total Disability are separated by at least [2 weeks] during which the Insured is not Totally Disabled.

Only one Disability Income benefit is payable for any one period of time.

**Payment of Benefit.** All benefits will be payable to the Insured.

**{Waiver of Premium.** We will waive premium due for an Insured for any period for which a Disability Income benefit is payable. Premium due for the period during an Elimination Period is not waived. We will send any refund of premium to the [Policyholder] {who is responsible for any refund of premium due the Insured.}

**Extension.** Termination of the [policy] with respect to this weekly disability income benefit during period of Total Disability will not result in termination of this benefit with respect to that period of Total Disability. This does not apply with respect to any new period of Total Disability beginning after termination of the [policy.]

**Exclusions.** No benefit is payable with respect to any Total Disability caused by or resulting from:

1. attempted suicide or intentionally self-inflicted injury, while sane or insane.
2. voluntary taking of poison; voluntary inhalation of gas; voluntary taking of a drug or chemical. This does not apply to the extent administered by a Physician.
3. declared or undeclared war or act of war.
4. the Insured's commission of or attempt to commit a felony, or any loss sustained while incarcerated for the felony.
5. the Insured's participation in a riot.
6. the Insured's engaging in an illegal occupation.
7. release of nuclear energy.
8. operating, riding in, or descending from any aircraft (including a hang glider). This does not apply to the Insured while a passenger on a licensed, commercial, nonmilitary aircraft.
9. the use of drugs or alcohol, unless administered by a Physician.
- {10. Injury or Sickness for which the Insured has or had a right to payment under any workers' compensation or similar law.}
- {11. Injury or Sickness not arising out of or in the course of any work for pay, profit or gain. This includes activities sponsored by the [Policyholder] away from its premises. {This does not apply to the Insured who is not covered by workers' compensation and lawfully chose not to be.}}

**Insured's Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Disability Income Insurance ends {on the date [Voluntary] Life Insurance for the Insured ends} {on the earliest of the following:

1. the date the [Insured's employment] terminates;
2. the premium due date, if premium for Disability Income Insurance remains unpaid at the end of the grace period;
3. the [first day of the month coinciding with or next following the] date the [Insured] ceases to be a member of an Eligible Class;
- {4. the first day of the month coinciding with or next following the Insured's attainment of age [80];}
5. the date Disability Income Insurance for the [Policyholder] ends;
6. the date the policy terminates;
7. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year{;or
8. the date the Participating Organization's coverage under the policy ends.}. }

### **{PREMIUMS**

**Premium Rates.** Rates are provided on a group basis. Premiums are shown on the [application]. The policy's premium is the sum of the premiums due for each Insured. {The first premium payment is due on the [Policy] Effective Date. Subsequent premiums are due as indicated on the [application].} {Premium must be paid to the Administrator on or before the premium due date {and not more than [30 days] after the effective date of an eligible person's coverage}.} A person's coverage will not be affected by the Policyholder's failure, due to clerical error, to remit premiums to the Administrator on time.

**Changes in Premium Rates.** We may change premium rates on the earlier of the following:

1. On or after the date indicated on the Policy Schedule through which premium rates have been guaranteed. After such a change in premium, no additional change will be made for an additional 12 months, or longer if agreed to in writing by us, except as otherwise provided in this section;
2. the date the terms of Eligibility or benefits under the [policy] are amended or modified;
3. the date the [policy] is modified to provide coverage for a subsidiary, division, or affiliate of the [Policyholder];
4. the date there is a change in the risk factors bearing on the risks covered under the policy;
5. the date there is a change in, or addition to, Federal or State law which directly affects our benefit obligation; or
6. the date we discover a misrepresentation of the information provided by the [Policyholder] upon which we relied to establish the premium rates.

We will give prior written notice of any change in premium rates to the [Policyholder]. Such notice will be given no sooner than the number of days indicated on the Policy Schedule before the effective date of the increase unless the [Policyholder] and we agree otherwise.

Premiums for additional benefits or increased insurance becoming effective during a month in which the [policy] is in force will be charged from the first day of the month in which the change becomes effective.

Premiums for insurance terminating during a month in which the [policy] is in force will cease at the end of the month in which the insurance coverage terminates. Nothing in this provision will extend insurance beyond the date it would have otherwise ended.

**Grace Period.** A grace period will be granted to the [Policyholder] for payment of each premium due after the first premium, during which grace period, coverage under the policy will continue in force, but the [Policyholder] will remain liable to us for any unpaid premium. The grace period is indicated on the Policy Schedule, but such period will never be less than 31 days. }

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company  
[c/oTPA Name and Address]

**Claim Forms.** When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

**Proof of Loss.** Written proof of loss must be given to the Administrator within 90 days after the date of loss. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Administrator may reasonably require. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within 1 year after it is due, unless the Insured is legally incapable of doing so.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except the Insured's loss of life, will be made to (or on behalf of, if applicable) the Insured, unless otherwise indicated in a specific benefit. If an Insured dies before all payments due have been made to such Insured have been paid, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at our option, to any relative by blood or connection by marriage of the payee, who, in our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment made in good faith fully discharges our liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under the policy for any loss other than loss for which the policy provides any periodic payment will be paid immediately upon the Administrator's receipt of due written proof of the loss. Subject to the Administrator's receipt of due written proof of loss, all accrued benefits for loss for which the policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which we are liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

**Incontestability.** The validity of the policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium. {The validity of a Participating Organization's coverage under the policy will not be contested after such coverage has been in force for two years from the Participating Organization's Effective Date, except for non-payment of premium.} After a person has been covered under the policy for two years, no statement made by such person will be used to contest a claim under the policy. We can only contest coverage if the misstatement is made in a written instrument signed by such person and a copy is given to the [Policyholder], the signor or the signor's beneficiary.

**Beneficiary Designation and Change.** {The Insured's designated beneficiary(ies) is (are) the person(s) named by the Insured, as shown in the [Policyholder's] records. {The Insured is the beneficiary for any death benefits

payable under Family Life Insurance. If the Insured is not living on the date of a Covered Dependent's death, the beneficiary is the Insured's estate.}

A legally competent Insured over the age of majority may change his or her beneficiary designation at any time, unless an irrevocable designation has been made. The change may be executed, without the consent of the designated beneficiary(ies), by providing the Administrator, or, if we have agreed upon in advance, the [Policyholder], with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to us on account of any payment that is made prior to receipt of the request.

If there is no designated beneficiary, or if no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: The Insured's (1) spouse; (2) children; (3){ parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is} the Insured's estate. }

{The Insured's designated beneficiary(ies) is (are) the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. Benefits will be paid, in equal shares, to the survivors in the beneficiary class. If no class has a survivor, the beneficiary is the Insured's estate. The Insured is the beneficiary for any death benefits payable under Family Life Insurance. If the Insured is not living on the date of a Covered Dependent's death, the beneficiary is the Insured's estate.}

**Dividends.** As long as the Certificate is in force, the Insured will receive the dividends we declare, if any, in cash annually.

**Right to Vote.** We are a mutual company. The Policyholder may vote at the annual election of directors if they have one or more of our policies in force. The annual election is held at our Home Office in Madison, Wisconsin, on the 4<sup>th</sup> Friday in April.

**Reinstatement of a Previous Insured.** A member of an Eligible Class who was previously an Insured may apply for any benefits for which the member is eligible. Such member's benefits will begin on the first day of the month following the date we approve the member's application for such benefits, as well as Evidence of Insurability.

**Physical Examination and Autopsy.** We at our expense has the right and opportunity to examine the Insured whose loss is the basis of claim under the policy as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law. If the Insured is Totally Disabled, we may not examine the Insured more than once a year after he or she has been Totally Disabled.

**Legal Actions.** No action at law or in equity will be brought to recover on the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action will be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Workers' Compensation.** The policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** A purely clerical error, that arises from other than a failure to perform administrative duties hereunder, whether by the [Policyholder] or us, will not void the insurance of any Insured if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided by the policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insureds of procedural requirements.

**Assignment.** {The policy is non-assignable.} {An Insured may {not} assign his or her rights, privileges and benefits under the policy {without the consent of his or her beneficiary. We are not bound by an assignment until the Administrator receives and files a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the policy}.}

**Misstatement of Facts.** If the material facts, including age of the Insured, were not accurate in the application

or any application for coverage under the policy:

1. a fair adjustment of premium will be made; and
2. the true facts, including true age, will decide whether, and in what amount, insurance is in force under the policy.

**Facility of Payment.** If an individual appears to us to be equitably entitled to compensation because he or she has incurred expenses on behalf of an Insured or for burial or funeral expenses, we may deduct from the amount payable under the policy to be paid to such individual the expenses incurred, but not more than \$500. Such payment will not exceed the amount due under the policy.

**{Settlement Options.** The Insured may elect to have all or any part of his or her insurance for loss of life paid to his or her beneficiary in installments or in any other way to which we agree. The Insured must give notice in writing to elect a settlement option. The Insured will have the right to change the election at any time. The terms of payment will be in accordance with those we offer for the insurance at the time election is made.

After the Insured's death, the beneficiary:

1. may make such an election, if the Insured had not done so; and
2. may name a person(s) to receive any amount that would otherwise go to the beneficiary's estate; and
3. will have the right to change the person(s) named in accordance with 2. above.}



National Guardian®  
Life Insurance Company

A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191 • Phone 888-274-8050

**GROUP POLICY APPLICATION**

**Group Policy Number:** [012345]

**Policy Effective Date:** [January 1, 2012]

**Policy Delivered In:** [Any State]

**Policy Anniversary Date:** [January 1]

Application is made to us, NATIONAL GUARDIAN LIFE INSURANCE COMPANY, by: [ABC Company], the Policyholder.

The Policyholder hereby accepts the policy and agrees to its terms [including the election of any other benefits noted on the Policy Schedule].

{Premium Amount(s) and Mode(s);  
Employee Only: \$XX.XX per week  
Employee and Family: \$XX.XX per week }

This application is completed in duplicate, one copy to be attached to the policy and the other returned to the Administrator named on the policy. It is agreed that the policy will not become effective unless the application is approved by the Company or its Administrator at rates to be determined by the Company. It is further agreed that this application takes the place of any previous application for the policy.

Is any portion of the insurance applied for a replacement of existing insurance? [Yes \_\_\_ No \_\_\_]

{The Policy Schedule shall be revised as follows, effective [01/01/2013].

[The following item is added to the section titled BENEFITS

Seatbelt and Air Bag Benefit:	\$XX,XXX
Minimum seatbelt benefit	\$X,XXX
Additional air bag benefit:	\$X,XXX ] }

Signed at **[Any town, Any State]** this **[1<sup>st</sup>]** day of **[January, 2005]**.

Policyholder: **[ABC Company]**

By: \_\_\_\_\_ {Agent: **[John Doe]** \_\_\_\_\_  
\_\_\_\_\_ }



Return to: [TPA Name  
 TPA Street Address  
 TPA City, State, Zip  
 TPA Toll-Free Number]

A Mutual Company Incorporated in 1909  
 PO Box 1191 • Madison, WI 53701-1191  
 Phone 888-274-8050

\$ \_\_\_\_\_  
**Insurance Amount**

**GROUP INSURANCE HEALTH STATEMENT – SHORT FORM [EMPLOYEE]**

Name of [Employee] \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Last Name First Name Middle Initial  
 [Employee's] Residence Address \_\_\_\_\_  
 Street City State Zip Code  
 Telephone Number(s): (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_  
 Male Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_  
 Female Month Day Year

Name of [Group Employer/]Policyholder \_\_\_\_\_ Group Policy No. \_\_\_\_\_  
 Occupation (Describe) \_\_\_\_\_ Date [First Employed] \_\_\_\_\_  
 Month Day Year

**ALL OF THE FOLLOWING QUESTIONS MUST BE ANSWERED**

<p>1. Height _____ ft. _____ in.          2. Weight (clothed) _____ lbs.          3. Do you have any physical or mental impairments or physical deformity? Yes <input type="checkbox"/> No <input type="checkbox"/>          4. Have you ever been treated by a medical professional for, or taken medication for, any of the following:          A. Heart, blood pressure or blood vessels? <input type="checkbox"/> <input type="checkbox"/>          B. Lungs or Bronchi? <input type="checkbox"/> <input type="checkbox"/>          C. Brain or nervous system? <input type="checkbox"/> <input type="checkbox"/>          D. Liver or digestive tract? <input type="checkbox"/> <input type="checkbox"/>          E. Kidneys, bladder or genital organs? <input type="checkbox"/> <input type="checkbox"/>          F. Thyroid, diabetes or glands? <input type="checkbox"/> <input type="checkbox"/>          G. Cancer or tumor? <input type="checkbox"/> <input type="checkbox"/>          H. Any other physical or mental disorder? <input type="checkbox"/> <input type="checkbox"/>          I. Any treatment for alcoholism or drug addiction? <input type="checkbox"/> <input type="checkbox"/>          J. Acquired Immune Deficiency Syndrome? (AIDS) or Aids Related Complex (ARC)? <input type="checkbox"/> <input type="checkbox"/>          K. Any Condition which you were medically advised is related to AIDS? <input type="checkbox"/> <input type="checkbox"/></p>	<p>5. Have you had any illness, injury, operation or condition within the past (5) years that has:          Yes No          A. Caused you to consult any physician or other practitioner? <input type="checkbox"/> <input type="checkbox"/>          B. Confined you to a hospital, sanatorium or clinic? <input type="checkbox"/> <input type="checkbox"/>          6. Have you missed work in the last year due to sickness or injury? <input type="checkbox"/> <input type="checkbox"/>          7. Have you ever been declined or rated for life or health insurance, or been offered a policy other than as applied for? <input type="checkbox"/> <input type="checkbox"/>          8. If you answered YES to any part of questions 3-7; attach a separate sheet giving the details, including diagnosis, dates, duration and names and addresses of all attending physicians and medical facilities.          9. Attach a separate sheet giving the name(s), address(es) and telephone number of your regular doctor(s).</p>
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I apply for insurance and understand that if I am disabled or not able to perform the duties of a person of the same sex or age or am confined at home or in a hospital at the time of this application (or for any future increase) the insurance will not be effective until the later of day when I am not confined or the day this application is approved by National Guardian Life Insurance Company ("the Company") or its Administrator. I agree the copy of this form may be accepted as my signature.

I understand that the insurance applied for shall become effective on the date specified by the Company or its Administrator only if this application is accepted by the Company or its Administrator and the first premium is paid during the lifetime of the insured. I represent that to the best of my knowledge and belief all statements and answers recorded on this application are true and complete.

I authorize any physician, medical practitioner, hospital, clinic{, MIB, Inc.} or medically related facility, insurance company, or employer that has any health related records or knowledge of me or my dependents to give to the Company, its Administrator or its reinsurers all such information to use to determine eligibility for insurance or for benefits under an existing policy. This Authorization shall be valid for 26 months and a copy shall be as valid as the original. I may receive a copy of this form upon request.

I acknowledge that I have read, or had read to me, this completed application and that I realize that any false statement or misrepresentation in application may result in loss of coverage under the policy. In addition, I acknowledge that 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.

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 [Employee's] Signature



Return to: [TPA Name  
 TPA Street Address  
 TPA City, State, Zip  
 TPA Toll-Free Number]

A Mutual Company Incorporated in 1909  
 PO Box 1191 • Madison, WI 53701-1191  
 Phone 888-274-8050

\$ \_\_\_\_\_  
**Insurance Amount**

**GROUP INSURANCE HEALTH STATEMENT – SHORT FORM**

**SPOUSE**

Name of [Employee] \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Last Name First Name Middle Initial

Name of Spouse \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Last Name First Name Middle Initial

Spouse's Residence Address \_\_\_\_\_  
Street City State Zip Code

Telephone Number(s): (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

Male Date of Birth (Spouse) \_\_\_\_\_ Place of Birth \_\_\_\_\_  
Month Day Year Month Day Year

Female Date of Birth ([Employee]) \_\_\_\_\_ Place of Birth \_\_\_\_\_  
Month Day Year Month Day Year

If Dependent Children are to be covered, please indicate the amount of coverage desired, subject to the provisions of the Policy: \_\_\_\_\_

Name of [Group Employer/]Policyholder \_\_\_\_\_ Group Policy No. \_\_\_\_\_

**ALL OF THE FOLLOWING QUESTIONS MUST BE ANSWERED**

<p>1. Height _____ ft. _____ in.</p> <p>2. Weight (clothed) _____ lbs.</p> <p>3. Do you have any physical or mental impairments or physical deformity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Have you ever been treated by a medical professional for, or taken medication for, any of the following:</p> <p>A. Heart, blood pressure or blood vessels? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Lungs or Bronchi? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Brain or nervous system? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Liver or digestive tract? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>E. Kidneys, bladder or genital organs? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>F. Thyroid, diabetes or glands? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>G. Cancer or tumor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>H. Any other physical or mental disorder? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>I. Any treatment for alcoholism or drug addiction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>J. Acquired Immune Deficiency Syndrome? (AIDS) or Aids Related Complex (ARC)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>K. Any Condition which you were medically advised is related to AIDS? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>5. Have you had any illness, injury, operation or condition within the past (5) years that has:</p> <p>A. Caused you to consult any physician or other practitioner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Confined you to a hospital, sanatorium or clinic? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Have you missed work in the last year due to sickness or injury? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>7. Have you ever been declined or rated for life or health insurance, or been offered a policy other than as applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>8. If you answered YES to any part of questions 3-7; attach a separate sheet giving the details, including diagnosis, dates, duration and names and addresses of all attending physicians and medical facilities.</p> <p>9. Attach a separate sheet giving the name(s), address(es) and telephone number of your regular doctor(s).</p>
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I apply for insurance and understand that if I am disabled or not able to perform the duties of a person of the same sex or age or am confined at home or in a hospital at the time of this application (or for any future increase) the insurance will not be effective until the later of day when I am not confined or the day this application is approved by National Guardian Life Insurance Company ("the Company") or its Administrator. I agree the copy of this form may be accepted as my signature.

I understand that the insurance applied for shall become effective on the date specified by the Company or its Administrator only if this application is accepted by the Company or its Administrator and the first premium is paid during the lifetime of the insured. I represent that to the best of my knowledge and belief all statements and answers recorded on this application are true and complete.

I authorize any physician, medical practitioner, hospital, clinic, MIB, Inc. or medically related facility, insurance company, or employer that has any health related records or knowledge of me or my dependents to give to the Company, its Administrator or its reinsurers all such information to use to determine eligibility for insurance or for benefits under an existing policy. This Authorization shall be valid for 26 months and a copy shall be as valid as the original. I may receive a copy of this form upon request.

I acknowledge that I have read, or had read to me, this completed application and that I realize that any false statement or misrepresentation in application may result in loss of coverage under the policy. In addition, I acknowledge that 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.

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Spouse's Signature



Return to: [TPA Name  
 TPA Street Address  
 TPA City, State, Zip  
 TPA Toll-Free Number]

A Mutual Company Incorporated in 1909  
 PO Box 1191 • Madison, WI 53701-1191  
 Phone 888-274-8050

\$ \_\_\_\_\_  
**Insurance Amount**

**GROUP INSURANCE HEALTH STATEMENT – SHORT FORM**

**CHILD**

Name of [Employee] \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Last Name First Name Middle Initial

[Employee's] Telephone Number(s): (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

Name of Child \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Last Name First Name Middle Initial

Child's Primary Address \_\_\_\_\_  
Street City State Zip Code

Male  Female Child's Date of Birth \_\_\_\_\_ Child's Place of Birth \_\_\_\_\_  
Month Day Year Month Day Year

Name of [Group Employer/]Policyholder \_\_\_\_\_ Group Policy No. \_\_\_\_\_

**ALL OF THE FOLLOWING QUESTIONS MUST BE ANSWERED**

<p>1. Height _____ ft. _____ in.</p> <p>2. Weight (clothed) _____ lbs.</p> <p>3. Does your child have any physical or mental impairments or physical deformity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Has your child ever been treated by a medical professional for, or taken medication for, any of the following:</p> <p>A. Heart, blood pressure or blood vessels? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Lungs or Bronchi? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Brain or nervous system? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Liver or digestive tract? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>E. Kidneys, bladder or genital organs? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>F. Thyroid, diabetes or glands? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>G. Cancer or tumor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>H. Any other physical or mental disorder? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>I. Any treatment for alcoholism or drug addiction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>J. Acquired Immune Deficiency Syndrome? (AIDS) or Aids Related Complex (ARC)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>K. Any Condition which you were medically advised is related to AIDS? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>5. Has your child had any illness, injury, operation or condition within the past (5) years that has:</p> <p>A. Caused your child to consult any physician or other practitioner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Confined your child to a hospital, sanatorium or clinic? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Has your child missed school in the last year due to sickness or injury? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>7. Has your child ever been declined or rated for life or health insurance, or been offered a policy other than as applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>8. If you answered YES to any part of questions 3-7; attach a separate sheet giving the details, including diagnosis, dates, duration and names and addresses of all attending physicians and medical facilities.</p> <p>9. Attach a separate sheet giving the name(s), address(es) and telephone number of your child's regular doctor(s).</p>
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I apply for insurance on behalf of my child and understand that if such child is disabled or not able to perform the duties of a person of the same sex or age or is confined at home or in a hospital at the time of this application (or the time of any future increase) the insurance will not be effective until the later of day when my child is not confined or the day this application is approved by National Guardian Life Insurance Company ("the Company") or its Administrator. I agree the copy of this form may be accepted as my signature.

I understand that the insurance applied for shall become effective on the date specified by the Company or its Administrator only if this application is accepted by the Company or its Administrator and the first premium is paid during the lifetime of the insured. I represent that to the best of my knowledge and belief all statements and answers recorded on this application are true and complete.

I authorize any physician, medical practitioner, hospital, clinic, MIB, Inc. or medically related facility, insurance company, or employer that has any health related records or knowledge of my dependent child to give to the Company, its Administrator or its reinsurers all such information to use to determine eligibility for insurance or for benefits under an existing policy. This Authorization shall be valid for 26 months and a copy shall be as valid as the original. I may receive a copy of this form upon request.

I acknowledge that I have read, or had read to me, this completed application and that I realize that any false statement or misrepresentation in application may result in loss of coverage under the policy. In addition, I acknowledge that 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.

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Signature of Child's Covered Parent or Legal Guardian



## ACCELERATED BENEFIT DISCLOSURE

### **Death Benefits will be reduced if an acceleration of life insurance benefit is paid.**

National Guardian Life Insurance Company (we, us or our), is in receipt of the below-named [Insured's] written request for the Accelerated Benefit available under the group term life insurance coverage issued to the Insured

**The acceleration-of-life insurance benefit offered under the group term life policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefit qualifies depends on factors such as your life expectancy at the time the benefit is accelerated or whether you use the benefit to pay for necessary long-term care expenses, such as nursing home care. If the acceleration-of-life insurance benefit qualifies for favorable tax treatment, the benefit will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive an acceleration-of-life insurance benefit excludable from income under federal law.**

**Receipt of an acceleration-of-life insurance benefit may affect your, your spouse or your family's eligibility for public assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplemental social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect you, your spouse and your family's eligibility for public assistance.**

**The Accelerated Benefit is payable to [an Insured] if he or she is expected to die within [6] months.**

The [Insured] agrees to provide the following to us:

1. A written request to receive the benefit. If the [Insured] is unable to sign a written request due to his or her physical condition, a written request from the primary beneficiary will be acceptable;
2. A written report signed by the licensed attending physician which certifies that the [Insured], due to a medically determinable condition, has a life expectancy of [6] months or less; and
3. An acknowledgement and agreement to payment of the benefit from any assignee or irrevocable beneficiary.

The [Insured] understands the following:

- **THE ACCELERATED BENEFIT WILL BE AN AMOUNT EQUAL TO [25%] OF THE DEATH BENEFIT APPLICABLE TO THE [INSURED] UNDER THE GROUP POLICY ON THE DATE OF THE PHYSICIAN'S CERTIFICATION{, NOT TO EXCEED [\$25,000]}. THE BENEFIT WILL BE PAID IN ONE LUMP SUM AND IS PAYABLE ONLY ONE TIME FOR EACH [INSURED].**

- THE ACCELERATED BENEFIT WILL REDUCE THE FULL LIFE INSURANCE BENEFIT THAT WOULD ULTIMATELY BE PAYABLE AND MAY BE TAXABLE. [INSUREDS] ARE ADVISED TO SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISOR.
- THE AMOUNT OF THE ACCELERATED BENEFIT, PLUS THE CORRESPONDING DEATH BENEFIT, WILL NOT EXCEED THE AMOUNT THAT WOULD HAVE BEEN PAID AS THE DEATH BENEFIT IN THE ABSENCE OF THE ACCELERATED BENEFIT.
- THE ACCELERATED BENEFIT TERMINATES ON THE FIRST OF THE FOLLOWING:
  1. THE DATE COVERAGE UNDER THE POLICY TERMINATES; OR
  2. THE DATE OF PAYMENT OF AN ACCELERATED BENEFIT TO THE [INSURED].
- THE [INSURED] UNDERSTANDS THAT WE MAY, AT OUR OPTION, CONFIRM THE DIAGNOSIS WITH AN ADDITIONAL MEDICAL OPINION IF OUR MEDICAL DIRECTOR DOES NOT CONCUR WITH THE ATTENDING PHYSICIAN. SUCH OPINION WILL BE OBTAINED AT OUR EXPENSE. IF AFTER REEXAMINATION THE DIAGNOSES STILL CONFLICT, THE REQUEST TO ACCELERATE LIFE INSURANCE BENEFITS UNDER THE POLICY WILL BE DENIED.

**ACCELERATED BENEFIT  
ILLUSTRATION**

***Death Benefit in force:*** **[\$100,000]**

***Accelerated Benefit available\*:*** **[\$25,000]**

***Remaining Death Benefit after  
Accelerated Benefit has been paid:*** **[\$75,000]**

*\*[25%] of Death Benefit, not to exceed [\$25,000]*

The [Insured's] signature below indicates understanding and acceptance of the terms presented on this form.

[Insured's] Name (printed):

Signature:

Date:

SERFF Tracking Number: NGLI-127907596 State: Arkansas  
 Filing Company: National Guardian Life Insurance Company State Tracking Number: 50515  
 Company Tracking Number: NGRPTL  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: Group Term Life  
 Project Name/Number: GTL/1

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> Arkansas Certificate of Readability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Application being filed with Policy.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Authorization to File		
<b>Comments:</b>		
<b>Attachment:</b> Arkansas Authorization to File - EXL.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Regulation 19 s 10B certification		
<b>Comments:</b>		
<b>Attachment:</b> AR Reg 19 s10B cert.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Description of Variable Areas		
<b>Comments:</b>		

*SERFF Tracking Number:* NGLI-127907596      *State:* Arkansas  
*Filing Company:* National Guardian Life Insurance Company      *State Tracking Number:* 50515  
*Company Tracking Number:* NGRPTL  
*TOI:* L04G Group Life - Term      *Sub-TOI:* L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
  
*Product Name:* Group Term Life  
*Project Name/Number:* GTL/1

**Attachment:**

NGL Generic Description of Variable Areas.pdf

# NATIONAL GUARDIAN LIFE INSURANCE COMPANY

## CERTIFICATION OF COMPLIANCE FOR READABILITY

Form Number(s)

NGRPTL 5/11  
NCRTL 5/11

Flesch Readability Score

53.1  
53.1

I hereby certify on behalf of National Guardian Life Insurance Company that the Flesch Scale Analysis Readability Score is accurate, based on the computer program used to calculate the scores. I further certify that in my judgment, the enclosed forms are readable under the rules and standards of your State.

National Guardian Life Insurance Company

**John W. Martin**

Digitally signed by John W. Martin  
DN: cn=John W. Martin, o=US, ou=EXL,LLC, ou=Compliance,  
email=jmartin@exllc  
Date: 2011.12.19 10:14:25 -0600

---

John W. Martin  
Compliance Consultant



# **NGL Insurance Group**

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December 19, 2011

Mr. Jay Bradford  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

RE: EXL, LLC  
Policy Form Filing Authorization

Dear Commissioner Bradford

This is to inform you that EXL, LLC of 509 South Lenola Road, Building #2, Moorestown, NJ 08057, has been retained to act on behalf as indicated herein.

EXL, LLC is hereby authorized to act for the National Guardian Life Insurance Company in any governmental jurisdiction in the United States in matters relating to the filing of forms, rates, and advertising materials, and any other materials incident to the acceptance of such filings, for life, accident and health filings.

Your cooperation in working with EXL, LLC will be greatly appreciated.

Sincerely,

Mathew J. Dew  
Vice-President and General Counsel  
National Guardian Life Insurance Company  
608-443-5219

**National Guardian Life Insurance Company  
State of Arkansas  
Certificate of Compliance – Regulation 19 s10B  
Unfair Sex Discrimination in the Sale of Insurance**

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RE: GROUP TERM LIFE POLICY - form number NGRPTL 5/11, et al.

I do hereby certify, on behalf of National Guardian Life Insurance Company that above listed forms meet the requirements of Regulation 19 s10B as well as all applicable requirements of the Arkansas Department of Insurance.

**John W. Martin**

Digitally signed by John W. Martin  
DN: cn=John W. Martin, c=US, o=EXL,LLC,  
ou=Compliance, email=jmartin@exllc  
Date: 2012.01.06 14:35:15 -06'00'

---

Signature of Person Responsible for the Filing

John Martin

---

Printed Name of Person Responsible for the Filing

Compliance Consultant

---

Title

January 6, 2012

---

Date

# NATIONAL GUARDIAN LIFE INSURANCE COMPANY

## DESCRIPTION OF VARIABLES

### GENERAL

1. Throughout the Policy, numerous items are surrounded by the following brackets: “{}”. These items are subject to the entire language in the brackets either being included or excluded only. The language within the brackets is not subject to change. For the purpose of the submission, the Department may review the form assuming the language contained within such brackets will always be included, however, when the form is issued, the language will be included or excluded as applicable to the case-specific plan details.
2. All numbers that are bracketed throughout the form, such as [#], are subject to change according to negotiations with the Contract Holder. This includes all benefit amounts, etc.
3. All time periods that are bracketed throughout the form, such as [30 days], are subject to change according to negotiations with the Contract Holder.
4. The bracketed term [an Insured] or [Insured] is subject to change, if the scope of the benefit is expanded to include persons other than the Insured. An example would be “Covered Person”, as the term “Insured” is a narrower subsection of “Covered Person.”
5. When numbered and/or lettered items in a list are bracketed, such as [2... or {a...], all remaining items in the list may be renumbered and/or re-lettered if parts of the list are deleted.
6. The bracketed term [Policyholder], [the Policyholder], [for the Policyholder] and [policy] allows for the customizing of the form to reflect participating organizations where appropriate when issued to a trust.
7. No variable item that is subject to change will be completed with a fill-in that violates any applicable state law.

### POLICY FORM NGRPTL 5/11

#### Page 1

- A. The variable area **[TPA Name  
TPA Street Address  
TPA City, State, Zip  
TPA Toll-Free Number]** will reflect the third party administrator information.

**PAGE 2** The variable area beginning with **[Policy Schedule..** and ending with **...General Provisions]** will reflect the actual page headings and page numbers.

#### Page 3-5

**The Schedule of Benefits will be completed with case specific information and we have illustrated the policy and certificate accordingly. When a policy is issued, it will reflect the specific plan design elements and benefits negotiated with the group policyholder and will not include all of the sample items that are currently shown, nor will they necessarily be in the order currently shown. Further, any benefit items included in the Schedule of Benefits of an issued policy will reflect the plan design elements negotiated with the group policyholder.**

**PAGE 6** The variable area **[30]** will state the time frame for notices based on negotiations with the policyholder.

**PAGE 7**

- A. The variable area **[the policy is delivered/the Insured resides]** will reflect the policy delivery state or, at the policyholder's option, coverage of domestic partners in other than the policy situs state.
- B. The variable area **[applicable regulatory body/ Secretary of State]** will reflect the appropriate regulatory body or agent.

**PAGE 8**

- A. The variable area **[coinciding with or next]** will reflect the coverage effective date for example "next".
- B. The variable area **[first full day]** will reflect the time period following medical release on which insurance is effective for example "the end of the first full week".
- C. The variable area **[Actively at Work]** will reflect the requirement for receiving the increase for example "is not Hospital confined".
- D. The variable area **[first full day following]** will reflect the time period following release that a change will take effect.
- E. The variable area **[January 1 coinciding with or next following]** will reflect the date the decrease will take effect for example "the policy anniversary next following".
- F. The variable area **[employment]** will reflect the ending of the persons eligibility status for example "membership".
- G. The variable area **[first day of the month coinciding with or next following the]** will state the date of termination based on ceasing to be a member of the eligible class for example "first day of the month following".
- H. The variable area **[60]** will reflect the termination due to age based on negotiations with the policyholder.

**PAGE 11**

- A. The variable area **[60]** will reflect the spouse limiting age based on negotiations with the policyholder.
- B. The variable area **[first day of the month following the day that confinement ends]** will reflect the date on which coverage becomes effective for example "first day following the day".

**Page 12**

- A. The variable area **[60]** will define the agreed upon age limit for a spouse based on negotiations with the policyholder.
- B. The variable area **[6]** will reflect the time period during which death can be expected based on negotiations with the policyholder.

**PAGE 13**

- A. The variable area **[25%]** will reflect the agreed upon percentage based on negotiations with the policyholder.

- B. The variable area **[\$25,000]** will reflect the agreed upon maximum based on negotiations with the policyholder.
- C. The variable area **[not Actively at Work due to Total Disability]** will reflect the specific requirement for waiver for example "Total Disability".

**Page 14**

- A. The variable area **[Life Insurance benefits]** will state the agreed upon coverages subject to the waiver provisions.
- B. The variable area **[age on which the benefit terminates or the end of the maximum benefit period]** will state either the age on which the benefit terminates, the end of the maximum benefit period or both.
- C. The variable area **[Life Insurance benefits]** will state the agreed upon coverages subject to the continuation provisions.

**Page 15**

- A. The variable area **[employment]** will state the change in status appropriate to the group covered for example "membership in good standing".
- B. The variable area **[eligible member of the Organization]** will reflect the insureds status.

**Page 16**

The variable area **[180 days]** will reflect the agreed upon time period based on negotiations with the policyholder.

**Page 17**

- A. The variable area **[30 days]** will reflect the agreed upon time period during which brain damage must manifest itself based on negotiations with the policyholder.
- B. The variable areas **[7 days]** and **[60 days]** will reflect the agreed upon time periods for required hospitalization and time frame following the accident based on negotiations with the policyholder.
- C. The variable area **[18 consecutive months]** will state the agreed upon persistency requirement based on negotiations with the policyholder.
- D. The variable area **[III]** will state the agreed upon rating level based on negotiations with the policyholder.
- E. The variable area **[one]** will reflect the agreed upon number of eligible children based on negotiations with the policyholder.
- F. The variable area **[12]** will reflect the agreed upon age for children based on negotiations with the policyholder.
- G. The variable area **[180 days]** will reflect the agreed upon time period based on negotiations with the policyholder.
- H. The variable area **[12 month]** will reflect the agreed upon time period after which payments are made based on negotiations with the policyholder.
- I. The variable area **[6th month following the date of the [Insured's] death.]** will reflect the agreed upon time period following death after which proof of enrollment is to be provided based on negotiations with the policyholder.

## Page 18

- A. The variable area **[31 days]** will reflect the time period for the insured becoming comatose based on negotiations with the policyholder.
- B. The variable area **[11th]** will define the agreed upon end of payments date based on negotiations with the policyholder.

## Page 19

- A. The variable area **[19]** will reflect the age limitation agreed upon based on negotiations with the policyholder.
- B. The variable area **[or]** may be changed to “and” depending on the plan specifications.
- C. The variable areas **[one]** and **[4]** will reflect the time frame for enrollment payments r based on negotiations with the policyholder.
- D. The variable area **[24 hours]** defines the agreed upon time period within which an incident report must be filed based on negotiations with the policyholder.
- E. The variable area **[24 hours]** defines the agreed upon time period within which approved testing must have occurred based on negotiations with the policyholder.
- F. The variable area **[24 weeks]** defines the agreed upon time period within which an HIV positive test must have occurred based on negotiations with the policyholder.

## Page 20

- A. The variable area **[the presence of HIV antibodies in the Insured’s blood as substantiated through both a positive screening test enzyme-linked immunosorbent assay (ELISA), and a positive supplement test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positive results as specified by the manufacturer(s).]** will allow for updating the definition of HIV Positive as medical testing for HIV evolves.
- B. The variable area **[90 days]** will reflect the agreed upon time frame during which expenses must be incurred based on negotiations with the policyholder .
- C. The variable area **[traveling outside the [Insured’s] country of domicile/within 100 miles of the [Insured’s] residence]** will state the agreed upon territorial restrictions, for example “outside the Insured’s country of domicile, the United States and Canada”.

## Page 22

- A. The variable area **[24]** will express the time frame for refresher skills based on negotiations with the policyholder.
- B. The variable area **[180]** will reflect the time period following the accident during which counseling must be received based on negotiations with the policyholder.
- C. the variable area **[Voluntary]** will reflect the type of insurance; Basic, Supplemental or Voluntary.
- D. The variable area **[60]** will reflect the termination due to age based on negotiations with the policyholder.
- E. The variable area **[Accident]** will reflect the type of insurance either Accident of Life.

## Page 23

- The variable area **[60]** will define the agreed upon age limit for a spouse based on negotiations with the policyholder.

**Page 24** The variable area **[2 weeks]** will reflect the agreed upon time frame based on negotiations with the policyholder.

**Page 25**

- A. The variable area **[application]** may be changed to participation agreement depending on how the policy is issued.
- B. The variable area **[30 days]** will state the agreed upon time frame for payment based on negotiations with the policyholder.

**CERTIFICATE OF INSURANCE  
FORM NCRTL 5/11**

**GENERAL**

Variable text that was in the Policy is the same for the Certificate, so it is not included in the list below.

Uses of relevant variable areas are as follows:

**PAGE 1**

- A. The variable area **[XXXX-YYY]** will reflect the Policy Number.
- B. The variable area **[XYZ Company]** will reflect the name of the Contract Holder.
- C. The variable area **[Any State]** will reflect the state in which the policy is delivered.

**APPLICATION  
FORM NGRPAPTTL 5/11**

**GENERAL**

Variable text that was in the Policy and Certificate is the same for the Application, so it is not included in the list below.

Uses of relevant variable areas are as follows:

**PAGE 1**

- A. The variable area **[012345]** will reflect the Policy Number.
- B. The variable area **[January 1, 2004]** will reflect the Policy Effective Date.
- C. The variable area **[Alabama]** will reflect the state in which the policy is delivered.
- D. The variable area **[January 1]** will reflect the Policy Anniversary Date.
- E. The variable area **[XYZ Company]** will reflect the name of the contract holder.
- F. The variable area **[including the election of any other benefits noted on the Schedule of Benefits]** will reflect actual benefits elected by the contract holder during negotiations.
- G. The variable area **[Any town, Alabama]** will reflect the city and state the application was signed.

- H. The variable area [**1<sup>st</sup>**] will reflect the day the application was signed.
- I. The variable area [**January**] will reflect the month the application was signed.
- J. The variable area [**XYZ Company**] will reflect the name of the contract holder.
- K. The variable area [**John Doe**] will reflect the name of the agent of record.