

SERFF Tracking Number: FRSS-128124599 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number:
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: PlanRight 2012 Contract Filing
Project Name/Number: /

Filing at a Glance

Company: The Independent Order of Foresters

Product Name: PlanRight 2012 Contract Filing SERFF Tr Num: FRSS-128124599 State: Arkansas

TOI: L071 Individual Life - Whole SERFF Status: Closed-Approved- Closed State Tr Num:

Sub-TOI: L071.101 Fixed/Indeterminate Co Tr Num: State Status: Approved-Closed
Premium - Single Life

Filing Type: Form

Reviewer(s): Linda Bird

Disposition Date: 04/03/2012

Authors: Kerry Shields, Kerry Shields, Jennifer Daigle, Kerry Shields, Tamara Kozma, Rosemary Ho, Gita Lakhan, Art Vikari, Gale Mcinally

Date Submitted: 03/30/2012

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

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

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/03/2012

State Status Changed: 04/03/2012

Deemer Date:

Created By: Tamara Kozma

Submitted By: Gita Lakhan

Corresponding Filing Tracking Number:

Filing Description:

RE: The Independent Order of Foresters

NAIC #763-58068; FEIN: 980000680

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Product Type: Whole Life Insurance
Marketing Name: Foresters PlanRight

Forms Submitted for Approval:

FORM NO.	Description	Replaces previously filed and approved form Filing # and approval date
WL-PRL-AR01-2012 FRCS-125958327 01/08/2009	Whole Life Insurance Certificate (with Level Death Benefit)	WL-PRL-US01-2009
WL-PR-ADR-US01-2012 FRCS-125958327 01/08/2009	Accidental Death Rider	WL-PR-ADR-AR01-2009
WL-PR-CCADR-US01-2012 FRCS-125958327 01/08/2009	Common Carrier Accidental Death Rider	WL-PR-CCADR-AR01-2009

The above-listed forms are enclosed for your review and approval. The forms will replace the previously approved forms as listed above. No part of this filing contains any unusual or possibly controversial items from normal industry standards. Approval of these forms is not required by the Insurance Laws of Canada where this Society is domiciled.

The enclosed whole life insurance product provides whole life insurance coverage on the life of the insured person. It will initially be available for issue ages 50-85 with face amounts of \$2,000 to \$35,000. Current specific ranges are shown below. These ranges may change in the future, for new issues only, subject to market conditions. Smaller face amounts may occur if a certificate is issued as a result of a conversion, subject to state regulations in effect at the time.

Level:

Ages 50-80: \$2,000-\$35,000

Ages 81-85: \$2,000-\$15,000

This product is participating however we do not expect to pay dividends. The cash surrender value is payable at surrender or maturity. Cash values are guaranteed, subject to payment of required premiums. Endowment occurs at age 121.

This is a non-illustrated product. Sales are targeted to the final expense market. It will be offered through licensed independent distributors. This product and related riders will be issued on a sex-distinct basis and will not be issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

Certificates will be issued on a simplified underwriting basis.

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The Level Benefit Whole Life Certificate WL-PRL-AR01-2012 provides life insurance coverage on the life of the insured person for the full death benefit from the effective date of insurance.

Upon approval, the following riders will be available. Both riders are essentially identical to riders recently approved by your state within our Foresters Whole Life filing FRSS-127024155 approved June 20, 2011. Differences relating to issue age ranges, expiry dates, minimum/maximum face amounts, etc. are outlined in the attached memorandums. The only language changes made are the insertion of the specific rider name (Accidental Death Rider and Common Carrier Accidental Death Rider) into the applicable rider's Benefit and Excluded Risks provisions.

WL-PR-CCADR-US01-2012: The Common Carrier Accidental Death Rider will be attached to all issued certificates, for no additional premium. It provides a benefit, equal to two times the certificate face amount, subject to a maximum (currently \$300,000), if death results from an accidental injury that occurs while the insured is riding as a fare-paying passenger on a common carrier.

WL-PR-ADR-US01-2012: The Accidental Death Rider is an optional rider with a separate premium, that provides a benefit that is payable upon the death of the insured, if death results from an accidental injury.

Foresters PlanRight will be sold using the Application for Life Insurance form # 770554 AR 01/12 and related forms recently approved by your state, in filing # FRSS-127975439, approved February 21, 2012.

Enclosed please find:

- A final copy of all forms submitted for approval, including sample John Doe data pages.
- Statement of Variability for base and riders.
- Actuarial memorandums for the base products and riders.
- Premium rates for base and rider.
- Officer certifications for various items.

If I may provide any additional information relating to this submission, please feel free to contact me at 416-429-3000, ext. 4066 or email kshields@foresters.com.

Sincerely,
Kerry Shields
Compliance Analyst

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State Narrative:

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: 3 Forms for approval @ \$50.00 per form=\$150.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Independent Order of Foresters	\$150.00	03/30/2012	57608898

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/03/2012	04/03/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Rate	PlanRight Base Premium Rates	Gita Lakhan	03/30/2012	03/30/2012
Rate	PlanRight Accidental Death Rider Rates	Gita Lakhan	03/30/2012	03/30/2012
Supporting Document	Application	Gita Lakhan	03/30/2012	03/30/2012

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Life
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Disposition

Disposition Date: 04/03/2012

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
Supporting Document (revised)	Application		Yes
Supporting Document	Application	Replaced	Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Other Certifications		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Complaint Notice		Yes
Form	Whole Life Insurance Certificate (with Level Death Benefit)		Yes
Form	Accidental Death Rider		Yes
Form	Common Carrier Accidental Death Rider		Yes
Rate (revised)	PlanRight Base Premium Rates		Yes
Rate	PlanRight Base Premium Rates	Replaced	Yes
Rate (revised)	PlanRight Accidental Death Rider Rates		Yes
Rate	PlanRight Accidental Death Rider Rates	Replaced	Yes

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Amendment Letter

Submitted Date: 03/30/2012

Comments:

Please note that the Rate Action Tab has been updated to show 'New'.

My apologies for this error.

Sincerely,
 Gita

Changed Items:

Rate/Rule Schedule Item Changes:

Document Name:	Affected Form Numbers: (Comma Separated list)	Rate Action:	Rate Action Information:	Attach Document:
PlanRight Base Premium Rates	WL-PRL-AR01-2012	New		Foresters PlanRight Base Premium Rates.pdf
Foresters PlanRight Base Premium Rates.pdf	PlanRight Accidental Death Rider Rates	WL-PRL-AR01-2012, WL-PR-ADR-US01-2012	New	
PlanRight ADR Premiums Rates.pdf	PlanRight ADR Premiums Rates.pdf			

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Project Name/Number: /

Amendment Letter

Submitted Date: 03/30/2012

Comments:

Thank you for reviewing the above filing. Please note that our filing description omitted to list an additional application form: 770705 AR 01/12 (Application for Individual Life Insurance Voice), that will be used for the product filed for approval.

I apologize for this error and any inconvenience caused.

Sincerely,
Gita Lakhan

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Application

Comment: The following previously approved applications will be used:
770554 AR01/12, approved Feb 21, 2012 under SERF # FRSS-12797439
770705 AR 01/12, approved Feb 21, 2012 under SERF # FRSS-12797439

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	WL-PRL-AR01-2012	Certificate	Whole Life Insurance Certificate (with Level Death Benefit)	Revised	Replaced Form #: WL-PRL-US01-2009 Previous Filing #: FRCS-125958327	48.400	WL-PRL-AR01-2012.pdf
	WL-PR-ADR-US01-2012	Certificate	Accidental Death Rider t, Insert Page, Endorsement or Rider	Revised	Replaced Form #: WL-ADR-AR01-2009 Previous Filing #: FRCS-125958327	48.400	WL-PR-ADR-US01-2012.pdf
	WL-PR-CCADR-US01-2012	Certificate	Common Carrier Accidental Death Rider t, Insert Page, Endorsement or Rider	Revised	Replaced Form #: WL-CCADR-AR01-2009 Previous Filing #: FRCS-125958327	46.600	WL-PR-CCADR-US01-2012.pdf

The Independent Order Of Foresters ('Foresters')

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

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

[1-800-828-1540]

Insured	[John Doe]	Certificate Number	[1234567]
Owner	[Jane Smith]	Issue Date	[Mar 02 2012]
State Governing	Arkansas	Branch Number	[1234]
Arkansas Department of Insurance telephone number		[800-852-5494]	

[Foresters PlanRight]

This is a WHOLE LIFE INSURANCE CERTIFICATE.

The Independent Order Of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of this certificate, pay the death benefit upon our receipt of proof of the insured's death. That death must occur while this certificate is in effect.

CASH SURRENDER VALUE payable at surrender or maturity. Cash values are guaranteed, based upon payment of required total premiums.

PREMIUM AMOUNTS and years payable are shown in the Certificate Data Pages.

PARTICIPATING, eligible to receive dividends.

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

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

PLEASE READ THIS CERTIFICATE CAREFULLY.

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

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



[

Executive Secretary

]



[

International Fraternal President

]

[Foresters PlanRight]

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

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

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

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Certificate Data Pages

Insured	[John Doe]	Issue Age and Sex of Insured	[50] [Male]
Owner	[Jane Smith]	Certificate Number	[1234567]
Issue Date	[March 2, 2012]	Maturity Date	[March 2, 2083]
Face Amount	[\$10,000.00]	Branch Number	[1234]
Insurance Class	[Non-Tobacco]	Rating Class	[Standard]
Total Premium	[\$31.83]	Payment Mode	[Monthly]
Currency	United States	Years Payable	[71]

[Foresters PlanRight] Certificate

Provides life insurance to the maturity date, subject to the provisions of this certificate, as long as the total premium is paid as described in the *Premiums* provision. The first total premium is due on [March 2, 2012].

Cash surrender value is payable on the earlier of surrender and the maturity date. This certificate is eligible to participate in our divisible surplus, however dividends are not guaranteed and are not expected or anticipated to be paid by us under this certificate.

Each beneficiary is designated in, or in a form accompanying, the application. A beneficiary designation may change as described in the *Beneficiary* provision.

Summary of Benefits Provided			
Coverage	Benefit Amount	Expiry Date*	Annual Premium
[Foresters PlanRight] Face Amount	[\$10,000]	[March 2, 2083]	[\$343.80]
[Common Carrier Accidental Death Rider] • Maximum Accidental Death Amount – [\$300,000]	[\$20,000]	[March 2, 2083]	\$0.00
[Accidental Death Rider]	[\$10,000]	[March 2, 2083]	[\$20.00]

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

Premium Schedule					
	Annual	Semi-Annual	Quarterly	Monthly	Years Payable
Total Premium	[\$363.80]	[\$185.54]	[\$94.59]	[\$31.83]	[71]

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

Each total premium shown above includes the applicable certificate fee.

	Annual	Semi-Annual	Quarterly	Monthly
Certificate Fee	[\$36.00]	[\$18.36]	[\$9.36]	[\$3.15]

Certificate Data Pages
Certificate Number [1234567]

Table of Guaranteed Certificate Values		
Certificate Year	Cash Value	Reduced Paid-Up Amount*
1	[\$ 0]	[\$ 0]
2	[\$ 5]	[\$ 14]
3	[\$ 180]	[\$ 524]
4	[\$ 361]	[\$ 1,010]
5	[\$ 545]	[\$ 1,473]
6	[\$ 732]	[\$ 1,912]
7	[\$ 922]	[\$ 2,330]
8	[\$ 1,117]	[\$ 2,730]
9	[\$ 1,317]	[\$ 3,112]
10	[\$ 1,520]	[\$ 3,478]
11	[\$ 1,727]	[\$ 3,827]
12	[\$ 1,937]	[\$ 4,158]
13	[\$ 2,148]	[\$ 4,471]
14	[\$ 2,360]	[\$ 4,767]
15	[\$ 2,573]	[\$ 5,048]
16	[\$ 2,789]	[\$ 5,316]
17	[\$ 3,006]	[\$ 5,571]
18	[\$ 3,227]	[\$ 5,816]
19	[\$ 3,450]	[\$ 6,050]
20	[\$ 3,677]	[\$ 6,275]
Age 60	[\$ 1,520]	[\$ 3,478]
Age 65	[\$ 2,573]	[\$ 5,048]

Values shown are as of the end of the applicable certificate year. Values shown assume that total premiums are paid as due and that no changes are made to this certificate. Paid-up additional insurance or dividends on deposit, if any, will increase the reduced paid-up insurance amounts shown and debt will decrease those amounts. Paid-up additional insurance, dividends on deposit or debt, if any, will not affect the cash values shown. Values at the end of certificate years not shown will be furnished upon request. Subject to the *Basis of Computation of Values* provision, calculations of cash values during a certificate year will be done on a consistent basis and be based upon the total premiums paid and time elapsed during that certificate year.

Non-Forfeiture Interest Rate: 4.50%

*Subject to the *Reduced Paid-Up Life Insurance* provision.

Definitions

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

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

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

Assignee – A person or entity indicated in an assignment as the recipient of the assigned interest.

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

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

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

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

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

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

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

Date we delivered – The effective date of delivery being either:

- the day of delivery, if hand delivered to the owner or the owner's address;
- the fifth day after mailing, if sent by mail to the owner's address; or
- the earlier of a) the day successfully transmitted, if sent electronically to a number or address shown for the owner in our records, and b) the day retrieved, if retrieved electronically by the owner, from a site identified by us.

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

Debt – The amount owed to us under the *Maintenance of Reserves*, *Grace Period* and *Loans* provisions.

Designated office – Our head office or any other office, location or address that we notify you of, or publish, as being a designated office for the identified purpose.

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

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

Grace period – The period of time within which to pay an overdue total premium as described in the *Grace Period* provision.

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

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

Monthly anniversary – Occurs each month after the issue date, on the same date of each month as the date shown as the issue date.

Our records – The records at our head office.

Paid-up additional insurance – The amount of the paid-up additional insurance bought under option 1 of the *Dividend* provision.

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

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

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

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

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

Certificate Provisions

Consideration

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

Entire Contract

The entire contract consists of each of the following:

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

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

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

When this Certificate is in Effect

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

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

Once in effect, this certificate will remain in effect until the earliest of the following dates:

- The date of death of the insured.
- The day we receive, as shown in our records, your signed request to end this certificate.
- The day this certificate lapses, as described in the *Grace Period* provision.
- The day this certificate terminates, as described in the *Loans* provision.
- The maturity date, as shown in the *Certificate Data Pages*.
- The day that option 2 applies, as described in the *Nonforfeiture* provision.

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

Control of Insurance Contract

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

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

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

Assignment

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

Beneficiaries

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

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

Payment to Beneficiary

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

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

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

Death Benefit

Payment of Death Benefit

Subject to the terms and conditions of the entire contract, we will pay the death benefit if we receive due proof of the insured's death. That death must occur while this certificate is in effect.

Interest will be paid on this amount, calculated from the date of death to the date of payment. The interest rate will be the interest rate being applied by us, on the date of death, to dividends on deposit.

Additional interest, at a rate of 10% annually, will accrue to the date of payment beginning 31 days from the later of:

- the date due proof of death is received by us;
- the date we receive sufficient information to determine our liability, the extent of that liability, and the appropriate beneficiary entitled to the death benefit; and
- the date that legal impediments to payment of the death benefit that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to, (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) the submission of information required to satisfy state and federal reporting requirements.

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

Amount of Death Benefit

The death benefit is equal to:

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

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

The amount of the death benefit will include the dividends on deposit and paid-up additional insurance. We do not expect, however, that there will be dividends on deposit or paid-up additional insurance.

Incontestability

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

- Non-payment of premium,
- Fraud, when allowed by the laws of the state governing shown on the cover page of this certificate.

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

This provision shall not apply to a rider providing a benefit in the event of:

1. the total disability of the insured, or
2. death of the insured by accident or accidental means.

Suicide

If death of the insured is by suicide or intentionally self-inflicted injury, while sane or insane, and within two years from the issue date, our liability is limited to the sum of the total premiums paid minus the amount of the debt, and no death benefit will be paid.

Premiums

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

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

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

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

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

Grace Period

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

Subject to the *Nonforfeiture* and *Automatic Premium Loan* provisions, this certificate will lapse without cash surrender value as of the end of the 31st day of the grace period if you have not paid us that total premium by that day. Payments received after the grace period will be accepted only if sent by U.S. mail and postmarked during the grace period. Upon lapse, this certificate will no longer be in effect. This means our liability ends and no death benefit would be paid.

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

Reinstatement

If this certificate should lapse, you may be eligible to reinstate it within three years from the effective date of the lapse as shown in our records. To reinstate we will require:

1. Payment of the unpaid premium with interest compounded at a rate determined by us. That rate will not be more than six percent per year.
2. Evidence of insurability, which meets our standards, of the insured.
3. Payment or reinstatement of all debt existing at the date of lapse plus interest. That interest will be calculated on that debt from the date of lapse. The interest rate will be determined by us but will not be more than the maximum loan interest rate as described in the *Loans* provision.

The unpaid premium will be the sum of the following:

- The total premiums due but not paid in full on or before the date of lapse.
- The total premiums from the date of lapse to the date of reinstatement that would have been due if the certificate had not lapsed.

The effective date of a reinstatement is the day that we approve your application for reinstatement, as shown in our records.

Cash Value

This certificate may provide a cash value, calculated as described in the *Basis of Computation of Values* provision. Cash values, if any, at the end of certain certificate years are shown in the *Table of Guaranteed Certificate Values* in the *Certificate Data Pages*. The cash values shown assume that total premiums are paid as due and that no changes are made to this certificate. Cash values, if any, at the end of certificate years not shown will be furnished upon request. Subject to the *Basis of Computation of Values* provision, calculations of cash values during a certificate year will be done on a consistent basis and be based upon the total premiums paid and time elapsed during that certificate year.

Cash Surrender Value

The cash surrender value at any time is equal to the cash value at that time minus the debt, if any.

Nonforfeiture

If this certificate has a cash surrender value greater than zero one of the following options may be used. Subject to an assignment shown in our records, you may elect either option 1 or 2, as described in this provision, anytime before a total premium is overdue for more than 60 days.

If a total premium remains unpaid at the end of the grace period, and no election was made, option 1 will automatically apply, unless the *Automatic Premium Loan* provision has been requested.

Option 1 – Reduced Paid-Up Life Insurance

Under this option we will apply the cash surrender value to continue the certificate in effect as reduced paid-up life insurance. This will reduce the face amount under the certificate. The reduced face amount will be the amount that can be purchased by applying the cash surrender value as a net single premium for this insurance. The reduced paid-up insurance will not include benefits provided by a rider.

In the event that the cash surrender value is such that the reduced face amount would be less than \$1,000.00, we reserve the right to surrender this certificate as described in option 2.

If the insured dies during the grace period, subject to the terms of the certificate, the death benefit will be paid and there will be no payment under this reduced paid-up life insurance.

The reduced paid-up insurance may be surrendered for its present value. The present value will equal the net single premium that would be required to provide the insurance that would continue if the reduced paid-up life insurance was not surrendered. If such surrender occurs within 30 days after a certificate anniversary, the present value will not be less than the present value on that anniversary.

We may defer payment of the present value for up to six months after we receive your written request to surrender.

Option 2 – Cash Surrender

Under this option we will surrender this certificate and pay you its cash surrender value. Once surrendered, this certificate is of no further effect, our liability under this certificate ends and no death benefit will be paid. If such surrender occurs within 30 days after a certificate anniversary, the cash surrender value will not be less than the cash surrender value on that anniversary.

We may defer payment of the cash surrender value for up to six months from the date we receive the request for that payment.

Basis of Computation of Values

The calculation of cash values, nonforfeiture benefits and net single premiums will be based on the 2001 CSO ultimate, age last birthday, sex distinct, smoker distinct mortality table for the insured's rating class and the nonforfeiture interest rate shown in the *Certificate Data Pages*.

These values and benefits will not be less than the minimum values and benefits required by the insurance laws of the state governing.

Calculations take into account the gender, age and smoking status of the insured. A detailed statement of the method of computation of cash values, nonforfeiture benefits and net single premiums has been filed as required with the department of insurance for the state governing.

Loans

The loan amount is the amount loaned to you, either through a requested loan or an automatic premium loan, plus unpaid accrued interest. Interest accrues daily on the loan. Interest is due at the end of each certificate year. If the interest is not paid when due, it will bear interest at the same rate as the loan. We will determine the interest rate on an annual basis. The rate of interest will not exceed the higher of:

1. The monthly Average of the Composite Yield on the Seasoned Corporate Bonds as published by Moody's Investors Service Inc. (or any successor thereto) for the calendar month ending two months before the date on which the rate is determined.
2. The rate that we would use to calculate the net single premium and the present value under this certificate plus one percent.

In the event that the Moody's Monthly Average of the Composite Yield on Seasoned Corporate Bonds is no longer published, we will substitute a substantially similar average, established by regulation issued by the insurance regulator for the state governing this certificate.

All or part of a loan may be repaid at any time that this certificate is in effect. Each repayment will be applied to the loan, effective the date it is processed by us.

If, at any time, the loan amount exceeds the cash surrender value, then this certificate will terminate. We will send you, and any assignee of this certificate, notification of termination. Termination will be effective 31 days after the date, as shown in our records, notification is sent.

Upon the termination of this certificate, it will be of no further effect, our liability will end and no death benefit will be paid.

Requested Loan

You may obtain a loan from us, with this certificate as the security for the loan. We will require that you sign our then current loan agreement. The loan is effective when we receive the loan agreement that you have signed. The maximum loan amount available at any time is equal to the projected cash surrender value at the end of the current certificate year, assuming that no further premium payments are made.

We may defer payment of a loan for up to six months from the date we receive the request for that payment, unless it is used to pay premiums due to us.

Automatic Premium Loan

You may request that this provision applies either by electing it in the application or by signed notice any time before the end of the grace period. You may revoke that request at any time by signed notice, however this will not invalidate a loan made under this provision.

Under this provision, total premium unpaid at the end of the grace period will automatically be paid through a loan if, at the end of the certificate month in which that premium was due, the cash surrender value available is not less than zero. If however, at the end of that month the cash surrender value is less than the monthly total premium but more than zero, we will loan the remaining cash surrender value and continue the certificate for only part of the month. While the certificate is in effect, you may resume payment of total premiums.

The premium payment mode will be changed to monthly for the duration of the time period that premiums are being paid through a loan.

Misstatement of Age or Sex

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

Limitation of Action

No action shall be taken on this certificate, or a rider, in a court of law unless the action is filed with a court within the period of time, from the date that the cause of action arose, allowed by the laws of the state governing.

Law Applicable

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

Limiting Effect of our Constitution

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

Suspension or Expulsion

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

Maintenance of Reserves

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

Basis of Computation of Reserves

The reserves are not less than the minimum reserves required by the insurance laws of the state governing.

Dividends

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

1. Use the dividend as a net single premium to buy paid-up additional insurance at the insured's age on the date of the purchase. No further premiums are required for this additional insurance purchased.
2. Have the dividend paid in cash.
3. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than three and one half percent per year.
4. Use the dividend to reduce premiums payable under this certificate. In a certificate year where the dividend paid is not sufficient to pay the premiums payable for that certificate year, the difference is payable by you. In a certificate year where the dividend paid exceeds the premiums payable for that certificate year, the excess will be applied under dividend option (1).

Dividend option (1) will be in effect from the issue date unless changed by you as shown in our records. If changed, the new option applies to future dividends only.

If you request this certificate to end and dividends have been credited under dividend option (1) or (3), we will refund to you the total of:

1. the present value of the paid-up additional insurance, plus
2. the amount of the dividends on deposit, minus
3. the amount of the debt.

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

Notification

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

Notifications about this certificate or a rider may, with your consent, be sent or provided to you by electronic means, if permitted by our administrative practices.

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

Notifications, designations and requests that you make to us may, if permitted by, and subject to, our administrative practices in effect at that time, be by electronic means.

Our head office address is:

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

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

Attn: Certificate Services].

We will notify you if there is a change in address.

The Independent Order Of Foresters ('Foresters')

A Fraternal Benefit Society Organized 1874

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

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

[Foresters PlanRight]

WHOLE LIFE INSURANCE CERTIFICATE.

Cash Surrender Value payable at surrender or maturity.

Premium amounts and years payable are shown in the Certificate Data Pages.

Death benefit payable if the insured's death occurs while
the certificate is in effect.

Participating.

This is the last page of this certificate.

The Independent Order Of Foresters ('Foresters')

Accidental Death Rider

Provides, subject to the provisions of the entire contract, a benefit that is payable upon the accidental death of the insured, caused by an accidental bodily injury.

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

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

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

This rider, while in effect, forms part of the insurance contract. Unless amended by this rider, certificate provisions and definitions apply to this rider. This rider does not have cash or loan values.

When This Rider Comes Into Effect

If this rider was an attachment to a certificate on the certificate issue date, this rider comes into effect on the same day as the certificate.

If this rider was not an attachment to a certificate on the certificate issue date, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if both of the following conditions are met:

- The insurability of the insured, for purposes of this rider, has not changed between the date of the application for this rider and the date of that approval.
- We have received the first premium for this rider, on or before the date of that approval.

End of Rider

This rider ends on the earliest of the following dates:

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

When this rider ends, it is no longer in effect.

Paying Premiums

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

Benefit

Subject to the provisions of the entire contract, we will pay the Accidental Death Rider benefit amount upon the accidental death of the insured, provided we receive due proof of each of the following:

1. The accidental death is caused by an accidental bodily injury, directly and independently from all other causes.
2. This accidental bodily injury occurs while this rider is in effect.
3. Accidental death occurs within 180 days of this accidental bodily injury.

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

Excluded Risks

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

- Suicide, attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or participation in a motor sport.
- Sky diving, gliding, parachuting, ultra-lighting, parasailing or bungee jumping.
- Infection, other than septic infection occurring through and at the time of an accidental cut or wound.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an accidental bodily injury.
- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.

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

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

Contestability

We may contest the validity of this rider at any time before payment of a benefit under this rider.

If this rider is reinstated, we may contest the reinstatement at any time before payment of a benefit under this rider.

When we contest, we will not pay the benefit.

The Independent Order Of Foresters ('Foresters')

has issued this rider as an attachment to the certificate.

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



Executive Secretary



International Fraternal President

This is the last page of this Accidental Death Rider.

The Independent Order Of Foresters ('Foresters')

Common Carrier Accidental Death Rider

Provides, subject to the provisions of the entire contract, a benefit that is payable upon the accidental death of the insured caused by an accidental bodily injury that occurs while the insured is riding as a fare-paying passenger on a common carrier.

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

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

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Common Carrier Accidental Death Rider".

This rider, while in effect, forms part of the insurance contract. Unless amended by this rider, certificate provisions and definitions apply to this rider. This rider does not have cash or loan values.

Definitions

For purposes of this rider:

Common carrier means a motorized vehicle if, at the time of the accidental bodily injury for which the benefit is claimed, that vehicle meets each of the following:

- Is being operated by a business organized and licensed to transport fare-paying passengers.
- Is being piloted, driven or captained by a person who is then licensed to pilot, drive or captain that vehicle, to transport fare-paying passengers.
- Is transporting fare-paying passengers on regularly scheduled routes, from one location to arrive and exit at a different location.

Common carrier will not include:

- A taxi.
- A limousine.
- A cruise ship, if the cruise is more than 12 hours.
- A sightseeing vehicle.
- A vehicle hired or used for a sport, contest or recreational activity, even if the vehicle is licensed and a fare is paid.

Fare-paying means the payment of money, by any mode, by, or on behalf of, a person, specifically for the purpose of that person riding the common carrier from one location to arrive and exit at a different location. Fare-paying does not include courtesy, gratuitous or shuttle transportation.

Riding means:

- Physically aboard the common carrier, or
- Entering or exiting the common carrier, but only while on the ramp or steps attached to, and physically part of, the common carrier and used solely for the purposes of entering and exiting the common carrier.

When This Rider Comes Into Effect

If this rider was an attachment to a certificate on the certificate issue date, this rider comes into effect on the same day as the certificate.

If this rider was not an attachment to a certificate on the certificate issue date, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if both of the following conditions are met:

- The insurability of the insured, for purposes of this rider, has not changed between the date of the application for this rider and the date of that approval.
- We have received the first premium, if any, for this rider, on or before the date of that approval.

End of Rider

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day the certificate is no longer in effect as described in the certificate.
- The day the certificate becomes reduced paid-up life insurance.

When this rider ends, it is no longer in effect.

Paying Premiums

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

Benefit

Subject to the provisions of the entire contract, we will pay the amount of the benefit upon the accidental death of the insured, provided we receive due proof of each of the following:

1. The accidental death is caused by an accidental bodily injury, directly and independently from all other causes.
2. This accidental bodily injury occurs while: (a) the insured is riding as a fare-paying passenger on a common carrier and (b) this rider is in effect.
3. Accidental death occurs within 180 days of this accidental bodily injury.

This benefit will be paid as described in the *Payment to Beneficiary* provision.

Amount of the Benefit

The amount of the benefit will be the benefit amount on the date of death, unless the total accidental death benefit amount exceeds the maximum accidental death amount. If it does, the amount of the benefit under this rider will be reduced to the amount that is required so that the total accidental death benefit amount equals the maximum accidental death amount.

The total accidental death benefit amount is the sum of the benefit amount under this rider plus the amount(s) payable under other insurance issued by us, if any, that specifically provides for payment due to the accidental death of the insured.

If there is in effect on the insured's date of death other insurance issued by us that specifically provides for payment due to the accidental death of the insured, the amount of the benefit payable under this rider shall be calculated and paid after:

- First, payment of the benefit payable under the other insurance without a common carrier requirement, whether issued before or after the issue date of this rider.
- Second, payment of the benefit payable under the other insurance with a common carrier requirement, issued prior to the issue date of this rider.

The amount of the benefit under this rider will be zero if the total of the amount(s) payable under the first and second above exceeds the maximum accidental death amount.

Excluded Risks

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

- Suicide, attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Committing or attempting to commit a felony.
- War or act of war, whether declared or undeclared.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an accidental bodily injury.
- An accidental bodily injury that is sustained or contracted in consequence of the insured being under the influence of a drug, narcotic, barbiturate or sedative, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- An accidental bodily injury that is sustained or contracted in consequence of the insured's alcohol intoxication. Intoxication will mean a blood alcohol level that is prescribed, by the law of the state governing this rider, as an offence for the operation of a motor vehicle.

No Common Carrier Accidental Death Rider benefit will be paid if the insured is riding the common carrier for any of the following purposes:

- To perform duties in relation to that common carrier. This includes duties related to:
 - the operation or maintenance of that common carrier, or

- the care, assistance or entertainment of the passengers of that common carrier.
- To give or receive training about or related to the common carrier.
- Transportation as a member, and on behalf of, the armed forces if the common carrier is being operated by the armed forces.

Contestability

We may contest the validity of this rider at any time before payment of a benefit under this rider.

If this rider is reinstated, we may contest the reinstatement at any time before payment of a benefit under this rider.

When we contest, we will not pay the benefit.

The Independent Order Of Foresters ('Foresters')

has issued this rider as an attachment to the certificate.

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

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Executive Secretary

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International Fraternal President

This is the last page of this Common Carrier Accidental Death Rider.

SERFF Tracking Number: FRSS-128124599 State: Arkansas
 Filing Company: The Independent Order of Foresters State Tracking Number:
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: PlanRight 2012 Contract Filing
 Project Name/Number: /

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
	PlanRight Base Premium Rates	WL-PRL-AR01-2012	New		Foresters PlanRight Base Premium Rates.pdf
	PlanRight Accidental Death Rider Rates	WL-PRL-AR01-2012, WL-PR-ADR-US01-2012	New		PlanRight ADR Premiums Rates.pdf

**The Independent Order of Foresters
PlanRight- Base Premium Rates**

Age	Level Benefit (\$1,000)			
	Male		Female	
	Non-Tobacco	Tobacco	Non-Tobacco	Tobacco
50	30.78	44.03	22.80	36.89
51	32.17	46.13	24.01	38.33
52	33.56	48.23	25.22	39.77
53	34.96	50.32	26.44	41.20
54	36.35	52.42	27.65	42.64
55	37.74	54.52	28.86	44.08
56	39.57	57.30	30.28	46.21
57	41.39	60.07	31.70	48.34
58	43.22	62.85	33.13	50.46
59	45.04	65.62	34.55	52.59
60	46.87	68.40	35.97	54.72
61	48.83	72.48	37.63	57.10
62	50.78	76.56	39.30	59.47
63	52.74	80.64	40.96	61.85
64	54.69	84.72	42.63	64.22
65	56.65	88.80	44.29	66.60
66	60.50	93.51	46.66	68.69
67	64.36	98.22	49.04	70.78
68	68.21	102.93	51.41	72.86
69	72.07	107.64	53.79	74.95
70	75.92	112.35	56.16	77.04
71	82.16	123.05	60.74	83.03
72	88.40	133.75	65.31	89.02
73	94.64	144.45	69.89	95.02
74	100.88	155.15	74.46	101.01
75	107.12	165.85	79.04	107.00
76	116.69	177.62	86.53	115.99
77	126.26	189.39	94.02	124.98
78	135.82	201.16	101.50	133.96
79	145.39	212.93	108.99	142.95
80	154.96	224.70	116.48	151.94
81	167.02	239.89	128.75	167.78
82	179.09	255.09	141.02	183.61
83	191.15	270.28	153.30	199.45
84	203.22	285.48	165.57	215.28
85	215.28	300.67	177.84	231.12
PF	36.00	36.00	36.00	36.00

The Independent Order of Foresters
PlanRight- Accidental Death Rider: Premium Rates
ADR annual premium rates per unit

Issue Ages 50-80
Gender specific

<u>Issue Age</u>	<u>Premium Rates</u>	
	Male	Female
50	\$2.00	\$1.25
51	\$2.00	\$1.25
52	\$2.00	\$1.25
53	\$2.00	\$1.25
54	\$2.25	\$1.25
55	\$2.25	\$1.25
56	\$2.25	\$1.50
57	\$2.50	\$1.50
58	\$2.50	\$1.50
59	\$2.75	\$1.50
60	\$2.75	\$1.75
61	\$3.00	\$1.75
62	\$3.00	\$1.75
63	\$3.25	\$2.00
64	\$3.25	\$2.00
65	\$3.50	\$2.00
66	\$3.50	\$2.25
67	\$3.75	\$2.25
68	\$4.00	\$2.50
69	\$4.25	\$2.50
70	\$4.50	\$2.75
71	\$4.75	\$2.75
72	\$5.00	\$3.00
73	\$5.25	\$3.25
74	\$5.50	\$3.50
75	\$6.00	\$3.75
76	\$6.50	\$4.00
77	\$7.00	\$4.25
78	\$7.75	\$4.75
79	\$9.00	\$5.50
80	\$11.00	\$6.75

SERFF Tracking Number: FRSS-128124599 State: Arkansas
 Filing Company: The Independent Order of Foresters State Tracking Number:
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: PlanRight 2012 Contract Filing
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readable Score Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: The following previously approved applications will be used: 770554 AR01/12, approved Feb 21, 2012 under SERF # FRSS-12797439 770705 AR 01/12, approved Feb 21, 2012 under SERF # FRSS-12797439		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachments: Act_Mem WL-PRL-AR01-2012.pdf Act_Mem WL-PR-ADR-US01-2012.pdf Act_Mem WL-PR-CCADR-US01-2012.pdf		

	Item Status:	Status Date:
Satisfied - Item: Other Certifiications		
Comments:		
Attachments: Consent to Submit Rates.pdf WL Reg 19 Certification of Compliance.pdf		

SERFF Tracking Number: FRSS-128124599 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number:
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: PlanRight 2012 Contract Filing
Project Name/Number: /

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

Statement of Variability WL-PR-AR01-2012.pdf

Statement of Variability Riders.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Complaint Notice

Comments:

Attachment:

Complaint Notice.pdf

The Independent Order of Foresters

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

A. Option Selected

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

Form and Form Numbers to which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Individual Whole Life Insurance Certificate – Level Accidental Death Rider	WL-PRL-AR01-2012	48.4
Common Carrier Accidental Death Rider	WL-PR-ADR-US01-2012	48.4
	WL-PR-CCADR-US01-2012	46.6

B. Test Option Selected

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

C. Standards for Certification

A checked block indicates the standard has been achieved.

1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.
2. It is printed in not less than 10-point type, one point leaded. (This does not apply to specification pages, schedules and tables).
3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
4. The section titles are captured in bold-faced type or otherwise stand out significantly from the text.
5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages).

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



Digitally signed by ca, Gita Lakhan
DN: c=ca, o=iofentrust, cn=ca,
ou=ciscovpn, cn=Gita Lakhan
Date: 2012.03.30 12:58:17 -04'00'

Albert Tiw, F.S.A., F.C.I.A.
Vice President, Product Solutions & US Finance

March 30, 2012

Date

EXHIBIT A (REVISED)

**CONSENT TO SUBMIT RATES AND/OR
COST BASES FOR APPROVAL**

NAME OF COMPANY: The Independent Order of Foresters

FORM NUMBER(S): WL-PRL-AR01-2012, WL-PR-ADR-US01-2012, WL-PR-CCADR-US01-2012

The Independent Order of Foresters does hereby consent and agree that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to the policy form number(s) indicated above must be filed with the Insurance Commissioner for the State of Arkansas ("commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior the expiration of sixty (60) days.



Digitally signed by ca,
Gita Lakhan
DN: c=ca, o=iofentrust,
cn=ca, ou=ciscovpn,
cn=Gita Lakhan
Date: 2012.03.30 12:56:55
-04'00'

Albert Tiw, F.S.A., F.C.I.A.
Vice President, Product Solutions & US Finance

March 30, 2012

Date

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: The Independent Order of Foresters

Form Title(s): Whole Life Insurance Certificate (with Level Death Benefit)
Accidental Death Rider
Common Carrier Accidental Death Rider

Form Number(s): WL-PRL-AR01-2012
WL-PR-ADR-US01-2012
WL-PR-CCADR-US01-2012

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



Digitally signed by ca, Gita
Lakhan
DN: c=ca, o=iofentrust, cn=ca,
ou=ciscovpn, cn=Gita Lakhan
Date: 2012.03.30 13:00:13
-04'00'

Albert Tiw, F.S.A., F.C.I.A.
Vice President, Product Solutions & US Finance

March 30, 2012

Date

The Independent Order of Foresters

Statement of Variability Foresters Whole Life WL-PRL-AR01-2012 March 26, 2012

Contract Cover

1. Foresters information: The head office address, US mailing address and telephone number are bracketed to allow for change if Foresters moves or changes phone number.
2. John Doe information: Insured, Certificate Number, Owner, Branch number, and Issue date are bracketed to accommodate information specific to each certificate issued.
3. Department of Insurance telephone number is bracketed to allow for changes if your state's Department of Insurance contact number changes in the future.
4. Product marketing name field is bracketed to accommodate a change to the product name in future without the need to re-file.
5. Right to Examine period is bracketed to accommodate your state's normal free look period in regular or replacement situations and to allow for any changes to your state's law in order to avoid the need to re-file. Current values that will show in the field are; 10 days for non-replacement cases and 30 days for replacement cases.
6. Signatures of company officers are bracketed to accommodate changes in company officers in the future.

Page 2 – Table of Contents, etc.

7. Product Marketing Name: Same as #4.
8. The toll free number is bracketed in case Foresters changes its contact number.
9. Page numbers, including those in the table of contents and those bracketed in the bottom right hand corner may change depending on the length of the data pages, and the printer used to generate the form.

Certificate Data Pages (currently pages 3-4 in this sample)

10. John Doe information: Insured, Issue Age and Sex of Insured, Owner, Certificate Number, Issue Date and Branch Number are bracketed to accommodate information specific to each certificate issued.
11. Maturity Date: Certificate anniversary when the insured is 121, based on the contract's age definition.

12. Face Amount will vary as elected by the certificate owner subject to Foresters' business rules at the time of the certificate issue. The current face amount for new issues ranges, subject to change, are as follows:

<u>Level</u>
Ages 50-80: \$2,000-\$35,000
Ages 81-85: \$2,000-\$15,000

Smaller face amounts may occur if a certificate is issued as a result of a conversion, subject to state regulations in effect at the time.

13. Insurance Class is bracketed to accommodate the specific class of the insured, and to accommodate marketing trends for insurance class names. Current possibilities are Non-Tobacco and Tobacco:
14. Rating Class is bracketed to accommodate 'Standard' for non-rated certificates, and 'Special' if a rating is applied to the base certificate. At this time we do not intend to allow Substandard certificates, and only "Standard" will be used here. However, field is bracketed to allow for future possibility of Substandard certificates.
15. Total Premium field is bracketed to reflect the total modal premium for the certificate and any attached riders. The total premium will be based on the individual insured's information and coverage amounts issued.
16. Payment Mode will reflect the payment mode selected by the certificate owner. Current possibilities are 'Monthly', 'Quarterly', 'Semi-annual' and 'Annual'.
17. Years Payable will be the number of years until the certificate anniversary when the insured is age 121.
18. Product Marketing Name: See #4

Certificate Data Pages - Summary of Benefits Provided chart

19. Product Marketing Name: See #4
20. The Benefit Amount corresponding to the base product in the Summary of Benefits Provided chart is bracketed to accommodate the base product's face amount issued for a particular certificate.
21. The Expiry Date corresponding to the base product in the Summary of Benefits Provided chart is bracketed to accommodate the insured's specific base coverage expiry date. This will equal the certificate anniversary on which the insured is age 121.
22. The Annual Premium corresponding to the base product shows the base product's annual premium, including certificate fee, for a particular certificate.
23. Common Carrier Accidental Death Rider
- a. Maximum Accidental Death Amount – [\$300,000]. This amount is the maximum accidental death benefit for all coverages held on the life of the insured. Currently it is \$300,000 but is bracketed to accommodate future limit change for new issues only.
 - b. Benefit Amount: Equals 2 times the face amount elected by the certificate owner.
 - c. Expiry Date: Certificate anniversary when the insured is age 121.

24. Accidental Death Rider (Optional Rider, included in the Summary of Benefits Provided chart, available on the 'level' death benefit product if selected by the applicant and issued on a certificate)
 - a. Benefit Amount: Amount will vary as elected by the certificate owner, subject to current business rules and underwriting approval.
 - b. Expiry Date: Certificate anniversary when the insured is age 121.
 - c. Annual Premium: Accidental Death Rider annual premium for a particular certificate.
25. Premium Schedule chart:
 - a. The Annual, Semi-annual, Quarterly, Monthly Total Premium will be based on the insured's information and coverage amounts issued.
 - b. Years Payable will be the number of years until the certificate anniversary when the insured is age 121.
 - c. Modal Certificate Fee amounts are bracketed to allow for product re-pricing initiatives that may impact the certificate fee. Any change would be implemented for new certificates only. Certificate Fee maximum: \$120.00 annual, \$60.00 semi-annual, \$30.00 quarterly, \$10.00 monthly.

Page 5 – Table of Guaranteed Certificate Values

26. Certificate Number will vary by individual certificate issued.
27. Table of Guaranteed Certificate Values:
 - a. Cash Value and Reduced Paid-Up Insurance Amount are guaranteed and will vary based on individual insured's information.
 - b. Certificate Years shown will always include years 1-20, age 60, and age 65, if applicable based on the insured's issue age.

Notification provision, page 16, 17 or 18 in our samples

28. Foresters information: The head office and US mailing address are bracketed to allow for change if Foresters moves or changes the US mailing address.

Back Cover

29. Foresters information: The head office address and US mailing address are bracketed to allow for change if Foresters moves or changes the US mailing address.
30. Product Marketing name – See #4.

The Independent Order of Foresters

Statement of Variability Foresters Whole Life – Riders March 26, 2012

WL-PR-ADR-US01-2012

1. Foresters information: The head office address, US mailing address and telephone number are bracketed to allow for change if Foresters moves or changes phone number.
2. Signatures of company officers are bracketed to accommodate changes in company officers in the future.

WL-PR-CCADR-US01-2012

1. Foresters information: The head office address, US mailing address and telephone number are bracketed to allow for change if Foresters moves or changes phone number.
2. Signatures of company officers are bracketed to accommodate changes in company officers in the future.

*For information or service not available
through your field office or agent:*

CALL TOLL-FREE



1 - 800 - 828 - 1540

F A X

(416) 429 - 3896

OR

TO INITIATE A COMPLAINT

WRITE TO:

The Independent Order Of Foresters

Forester House:

789 Don Mills Road
Toronto, ON M3C 1T9

US Mailing Address:

P.O. Box 179
Buffalo, New York 14201-0179

*If you have been unable to contact or obtain satisfaction from
our organization or the agent, you may contact:*

Arkansas Insurance Department

Consumer Services
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

Telephone: (501) 371 - 2640
Toll - Free : (800) 852 - 5494
Fax : (501) 371 - 2618

SERFF Tracking Number: FRSS-128124599 State: Arkansas
 Filing Company: The Independent Order of Foresters State Tracking Number:
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: PlanRight 2012 Contract Filing
 Project Name/Number: /

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/30/2012	Rate and Rule	PlanRight Base Premium Rates	03/30/2012	Foresters PlanRight Base Premium Rates.pdf
03/30/2012	Rate and Rule	PlanRight Accidental Death Rider Rates	03/30/2012	PlanRight ADR Premiums Rates.pdf
02/28/2012	Supporting Document	Application	03/30/2012	