

SERFF Tracking Number: AEGB-128550540 State: Arkansas
Filing Company: Stonebridge Life Insurance Company State Tracking Number:
Company Tracking Number: SLTL2500GP
TOI: L04G Group Life - Term Sub-TOI: L04G.213 Specified Age or Duration -
Fixed/Indeterminate Premium - Single Life
Product Name: Group Term to Age 120 - MO situs
Project Name/Number: Group Term to Age 120 - MO situs/L019-2

Filing at a Glance

Company: Stonebridge Life Insurance Company

Product Name: Group Term to Age 120 - MO situs SERFF Tr Num: AEGB-128550540 State: Arkansas

TOI: L04G Group Life - Term SERFF Status: Closed-Approved- Closed State Tr Num:

Sub-TOI: L04G.213 Specified Age or Duration - Co Tr Num: SLTL2500GP State Status: Approved-Closed
Fixed/Indeterminate Premium - Single Life

Filing Type: Form

Reviewer(s): Linda Bird
Authors: Paula Sachs, Sam Hunt Disposition Date: 07/12/2012
Date Submitted: 07/08/2012 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name: Group Term to Age 120 - MO situs
Project Number: L019-2
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: Filing is not required in Vermont, the situs state of Stonebridge Life.

Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Association, Discretionary, Trust

Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Filing Status Changed: 07/12/2012
State Status Changed: 07/12/2012

Deemer Date:
Submitted By: Paula Sachs

Created By: Paula Sachs
Corresponding Filing Tracking Number: 3Y111310
Filing Description:

Re: Group Term To Age 120 Life Insurance Policy SLTL2500GP
Certificate SLTL2500GC
Application SLTL2500GCA
Actuarial Memo with Rate Table and NFVs

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NAIC #: 65021 NAIC Group #: 0468
Company FEIN #: 30-0164230

Dear Commissioner:

The above referenced group life insurance forms and related materials are submitted for your review and approval. These forms are new and are not intended to replace any previously approved forms. The forms are completed in John Doe fashion. Variable information is bracketed. The forms will be marketed using direct response methods including direct mail, telemarketing, and internet.

Group Term to Age 120 Certificate SLTL2500GC provides term life insurance, and is guaranteed renewable until a covered person attains age 120. Premiums are payable for the first 20 years of coverage, after which coverage converts to Paid Up and premium payments cease. Premiums may be adjusted after the first certificate anniversary but will never exceed the guaranteed maximum rates shown on an insured's certificate schedule. Issue ages are 18 to 50.

Form SLTL2500GP is the controlling group policy. That policy along with Certificate SLTL2500GC were approved by Missouri on May 4, 2012 (SERFF Tracking #AEGB-128201117) for issuing to discretionary group and group trusts that are situated in Missouri such as:

J.C. Penney Credit Cardholder Group Insurance Trust - Eligible members: J.C. Penney creditcard holders and their spouses.

National Financial Institution Group Insurance Trust - Eligible members: Customers and spouses of customers of bank, financial or retail institutions who elect to participate in plans of group insurance issued to the Trustee on behalf of THE NATIONAL FINANCIAL INSTITUTION GROUP INSURANCE TRUST.

ADMS Affiliate Group Insurance Trust - Eligible members: Members and spouses of a participating group that agree to participate in plans of insurance issued to the trust on behalf of AEGON Direct Marketing Services, Inc.

We intend to use application form SLTL2500GCA, also submitted for your review and approval, to write business on this group product.

Thank you for your consideration of this submission. Please feel free to contact me with any questions or if you find you need additional information to process this filing.

State Narrative:

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Company and Contact

Filing Contact Information

Paula Sachs, Senior Analyst Paula.Sachs@transamerica.com
 1150 South Olive Street 213-741-7101 [Phone]
 Contract Development LAT-24-0305
 Los Angeles, CA 90015

Filing Company Information

Stonebridge Life Insurance Company CoCode: 65021 State of Domicile: Vermont
 4333 Edgewood Rd. NE Group Code: 468 Company Type: Life & Health
 Cedar Rapids, IA 52499 Group Name: State ID Number:
 (319) 355-8511 ext. [Phone] FEIN Number: 03-0164230

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: 50.00 per form X 3 forms
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Stonebridge Life Insurance Company	\$150.00	07/08/2012	60719256

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/12/2012	07/12/2012

SERFF Tracking Number: AEGB-128550540 *State:* Arkansas
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Disposition

Disposition Date: 07/12/2012

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	Application		No
Supporting Document	Memorandum of Variability		Yes
Form	Group Term Life Insurance Policy		Yes
Form	Group Term Life Insurance Certificate		Yes
Form	Application		Yes

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Form Schedule

Lead Form Number: SLTL2500GP

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SLTL2500GP	Policy/Contract Certificate	Group Term Life Insurance Policy	Initial		48.200	SLTL2500GP.pdf
	SLTL2500GC	Certificate	Group Term Life Insurance Certificate	Initial		46.800	SLTL2500GC.pdf
	SLTL2500GCA	Application/Enrollment Form	Application	Initial		51.300	SLTL2500GCA.pdf

Stonebridge Life Insurance Company

A STOCK COMPANY

Home Office: Rutland, Vermont

Administrative Office: [Valley Forge, Pennsylvania 19493]

Stonebridge Life Insurance Company

(Herein called the Company)

Having issued this Policy to

[ABC Corporation]

(Herein called Policyholder)

Agrees to pay the benefits herein provided with respect to persons insured by this Policy, subject to all terms of this Policy.

This Policy is issued in consideration of the payment of Premium and statements made in the application herein provided, and shall take effect on [March 1, 2012] which shall be its date of issue. Policy anniversaries shall be [YEARLY] and each subsequent [YEAR].

This Policy is issued in the State of Missouri, and its terms shall be construed in accordance with the laws of the State of Missouri.

RIGHT TO EXAMINE CERTIFICATE

Insureds may return their Certificate of Insurance within [30/60/90] days after its receipt to the Company at its Administrative Office. If the Certificate is returned, insurance under this Policy shall be deemed void from the Certificate's Effective Date. Any Premium paid by the Insured will be refunded. The Certificate will be treated as if it never existed. No benefits will be paid.

The provisions and conditions of this Policy shall form a part of the contract as fully as if recorded in detail above the signatures hereunder affixed.



Secretary



President

Policy No. [MP00000]

**GROUP TERM LIFE INSURANCE POLICY TO AGE 120
PREMIUMS PAYABLE THROUGH THE FIRST 20 CERTIFICATE YEARS
PAID UP THEREAFTER
DEATH BENEFIT REDUCES BEGINNING THE 20TH CERTIFICATE ANNIVERSARY
PREMIUMS ARE NOT GUARANTEED AFTER THE FIRST CERTIFICATE ANNIVERSARY**
Convertible Non-Participating

DEFINITIONS

AGE means, on the Certificate Effective Date, an Insured's current age based on his last birthday. An Insured's Age increases by one on each Certificate Anniversary. An Insured's Age increase, for purposes of this Certificate, will always occur on the Certificate Anniversary even if his actual birthday occurs (in most cases) during the Certificate Year prior to the Certificate Anniversary.

BENEFICIARY means the person who receives the payment of the death benefit.

CERTIFICATE ANNIVERSARY means any anniversary of the date a Certificate takes effect.

CERTIFICATE YEAR means the 12 month period ending on any Certificate Anniversary.

CERTIFICATE EFFECTIVE DATE means the date an Insured's coverage starts.

INSURED means the person or persons covered under this Policy. The Insured is named in a Certificate Schedule.

OWNER means the Owner as named in the Certificate Schedule. (Ownership is explained in GENERAL PROVISIONS).

PAID UP LIFE INSURANCE means the death benefit that is payable beginning on the Paid Up Date that is shown on the Certificate Schedule. The Paid Up Life Insurance Benefit equals 10% of the Initial Life Insurance Benefit. Both amounts are shown on the Certificate Schedule.

[PARTICIPATING GROUP means a group that requests to participate in the Insurance Trust known as the Policyholder and whose participation is approved by us. The name of such group is shown in the Certificate Schedule.]

PREMIUM means the payment required to keep insurance in force. Premiums are payable until the Premium Expiry Date that is shown in the Certificate Schedule.

PREMIUM EXPIRY DATE means the last day of coverage for which premiums are payable. Coverage is considered Paid Up immediately following the Premium Expiry Date that is shown in the Certificate Schedule.

ELIGIBILITY

[Each natural person AGE [45 THROUGH 79] WHO IS AN ABC CORPORATION ACCOUNTHOLDER (OR THE SPOUSE OF AN ABC CORPORATION ACCOUNTHOLDER AGE [45 THROUGH 79] is eligible to become an Insured. Such persons are herein called eligible persons.]

[No person shall be covered under more than one Certificate of Insurance under this Policy with the Policyholder / Participating Group named in the Certificate Schedule of Insurance. Each Certificate may cover only one Insured. If a person is recorded by the Company as an Insured under more than one Certificate, such person shall be deemed to be Insured only under the Certificate which affords that person the greatest amount of coverage. Upon discovery of the duplication of coverage, any premium for the duplicate coverage made by, or on behalf of, the Insured will be refunded.]

In no event will a corporation, partnership, or business entity, other than a natural person, be eligible for insurance.

RENEWAL CONDITIONS

The Company promises to renew an Insured's Certificate to the Insured's Age 120 as long as the Insured continues to pay the Premium when due. The Group Policyholder may cancel the Group Policy only with respect to issuing new certificates. Any Certificate in force when the Group Policyholder cancels the Group Policy remains in force.

Cancellation is without prejudice to any claim originating prior to the date of cancellation.

WHEN A PERSON BECOMES INSURED

Each Insured will be issued a Certificate of Insurance following acceptance by the Company of the application form, if required. The Certificate will indicate the coverage, the Effective Date of coverage, and the persons covered.

Each Insured shall become covered on the Effective Date shown in the Certificate Schedule provided the Company (1) accepts the Insured's completed Application Form; and (2) receives the initial Premium [before][within 21 days after] the Certificate Effective Date and while the Insured is alive.

Issuance of an Insured's Certificate is not a waiver of any of the above conditions.

WHEN AN INSURED'S INSURANCE STOPS

An Insured's insurance stops on the earliest of:

1. the date the Insured converts to a whole life insurance policy;
2. the date the 31 day Grace Period ends if the Insured fails to pay the Premium when due;
3. the date of the Insured's death;
4. the date the Insured attains Age 120; or
5. the date the Insured cancels his or her coverage.

An Insured may cancel his or her coverage upon notice to the Company. Notice is deemed given when made in writing, communicated verbally by telephone or in person, or by any other means acceptable to the Company. Unless required otherwise, coverage is cancelled as of the date the cancellation request is made. Any unused Premium is prorated from the date of cancellation and refunded to the Insured.

In the event the insurance terminates, it does not affect payment for a loss which began while the coverage was in force.

AMOUNTS OF INSURANCE - SCHEDULE OF INSURANCE

When an eligible person applies as an Insured under this Policy, he or she will receive coverage as described in the Coverage section of this Policy. The amounts of insurance for each Insured shall be the amount shown in the Certificate Schedule issued to each individual Insured.

COVERAGE

LIFE INSURANCE BENEFIT: The Company pays the Initial Life Insurance Benefit that is shown in an Insured's Certificate Schedule if the Insured dies prior to the Paid Up Date that is shown on the Insured's Certificate Schedule and while the Insured is covered under his or her Certificate. Beginning on the Paid Up Date that is shown on the Insured's Certificate Schedule, the Initial Life Insurance Benefit reduces by 90% and becomes the Insured's Paid Up Life Insurance Benefit. We pay the Paid Up Life Insurance Benefit that is shown in the Certificate Schedule if the Insured dies on or after the Paid Up Date and while the Insured is covered under his or hers Certificate. The Paid Up Date that is shown on the Certificate Schedule is the same date as the 20th Certificate Anniversary.

Before we pay either the Life Insurance Benefit or the Paid Up Life Insurance Benefit, we must be provided with valid Proof of Loss.

SUICIDE: If an Insured dies by Suicide within one year following the Certificate's Issue Date, the benefit is limited to the amount of Premiums paid without interest.

BENEFICIARY

Upon an Insured's death, unless the Insured specifies otherwise, the applicable life insurance benefit will be paid to the Insured's then living lawful spouse; otherwise equally to the Insured's then living lawful children, if any; otherwise equally to the Insured's then living parents or parent, otherwise to the Insured's estate. Any payment made under this section will fully release the Company to the extent of the payment. Spouse means only the one to

whom an Insured is lawfully married on the date of the Insured's death. For the purposes of determining who benefits are paid to, "step" children and "step" parents are not considered to be your lawful children or parents.

CHANGING THE BENEFICIARY

An Insured can change his or her Beneficiary at any time by writing to the Company at its Administrative Office. Once the Company records the change, it will take effect on the day the Insured signed the request, subject to any claim payment made before such recording. The consent of the Beneficiary is not needed for the change, unless the Beneficiary designation is irrevocable.

CONVERSION TO WHOLE LIFE INSURANCE

During the first 20 Certificate Years, the Insured may convert their Certificate to an individual whole life insurance policy on any Premium due date. This is subject to what individual whole life insurance policy the Company then has available, if any. The Certificate must be in force at the time of the conversion. The conversion may only occur on Premium due dates. The Company requires 31 days prior written notice. The amount of life insurance under the new policy may not exceed the Insured's Certificate's Initial Life Insurance Benefit. It may be converted without medical exam or other evidence of insurability. However, any application attached to the Insured's Certificate will be made part of the whole life insurance policy when the conversion occurs during the first two years of coverage under the Certificate. It may be used to contest benefits under the whole life insurance policy during the balance of the time that it may be contested under the Insured's Certificate. The new Premium will be based on the Insured's Age and class at the time the Insured converts to the new policy.

PREMIUMS

PREMIUM PAYMENTS

Premiums are payable until the Premium Expiry Date that is shown in the Certificate Schedule. All Premiums after the Initial Premium must be paid in advance at the Company's Administrative Office, subject to the Grace Period. Premiums are also payable to an authorized agent in exchange for an official receipt signed by the Company's President and Secretary. The Company does not have the right to refuse a Premium paid on or before the date due or within the Grace Period.

No Premium payments following the Premium Expiry Date are required to keep an Insured's Certificate in force.

[For the first [one/two/three] month[s] of coverage, the Premium will be paid by the [Policyholder] [Participating Group]. After the first [one/two/three] month[s] the Insured is required to contribute 100 percent of the Premium payable for this Certificate.]

RIGHT TO ADJUST PREMIUM RATES DURING THE FIRST TWENTY YEARS OF COVERAGE

The Company may change rates by class on any date. The Company will not increase an Insured's rates in the first Certificate Year. After the first Certificate Anniversary and prior to the Premium Expiry Date, rates will not increase more than once in any 12 month period. Class means all individuals of the same age, sex, and underwriting classification. There will be no change in an Insured's class due to any physical impairment. Any change will be based on expectations of future investment earnings, mortality, persistency and expenses. The Company will provide written notice at least 60 days before the date of change. An Insured's Premium rates will never exceed the Guaranteed Maximum Premium that is listed in the Certificate Schedule.

GRACE PERIOD

The Company allows a Grace Period of 31 days to pay each Premium due after the first one. Coverage continues during this Grace Period. If an Insured dies during the Grace Period, any Premium due is deducted from the death benefit. This provision applies as long as the Certificate has not stopped.

REINSTATEMENT

If an Insured's coverage stops during the first 20 Certificate Years because Premiums have not been paid, it may be reinstated. This happens if the Insured:

1. makes written request for Reinstatement;
2. provides the Company with satisfactory evidence of insurability;
3. is alive on the date of Reinstatement; and
4. makes the request within 5 years of when the Premium was due and prior to Age 120.

Reinstatement is subject to payment of all overdue Premiums. The Company charges 6% interest compounded annually on overdue Premiums.

UNEARNED PREMIUM REFUND

A refund of unearned Premium is payable to an Insured's Beneficiary at the time of an Insured's death. Unearned Premium is any amount paid that would have been applied to the period of coverage beyond the date of the Insured's death.

WHEN THERE IS A CLAIM

PROOF OF LOSS

A certified copy of the death certificate showing the date and cause of an Insured's death must be given to the Company as soon as reasonably possible after the date of death.

TIME PAYMENT OF CLAIMS

The Company pays all benefits covered under the Policy as soon as the Company receives proper Proof of Loss sufficient to determine its liability.

INTEREST AT SETTLEMENT

If required, interest is paid on death proceeds according to the requirements of an Insured's state. The rate of interest is not less than that required by law.

PAYMENT OF CLAIMS

Benefits are payable in accordance with the Beneficiary designation in effect at the time of payment.

AUTOPSY

At the Company's expense, it may have an autopsy done where it is not forbidden by law.

GENERAL PROVISIONS

ENTIRE CONTRACT

The Insured's Certificate is furnished in accordance with and subject to the terms of this Policy. It is not part of the Policy, but it is evidence of the insurance provided under the Policy. The Policy and any attachments form the entire contract of insurance. No agent may change or waive any provisions of the Policy under which this coverage is provided.

INCONTESTABILITY

An Insured's Certificate is "incontestable" after it has been in effect while the Insured is alive for 2 years from the earlier of their Certificate's Effective Date or Issue Date. "Incontestable" means the Company may not deny

benefits except for non-payment of Premiums when due. Benefits may be denied during the first two years of coverage if an Insured fails to give, to the best of their knowledge and belief, true and complete answers in their Application.

If a Certificate is reinstated, benefits may be denied during the first 2 years after the reinstatement date. This happens if the Insured failed to give, to the best of the Insured's knowledge and belief, true and complete answers in their reinstatement application.

MISSTATEMENT OF AGE OR SEX

If an Insured's Age or sex or both are incorrectly stated, the benefits of this Policy are changed to what the Premium would have paid for at the correct Age or sex according to the Company's rate at the date of issue.

ASSIGNMENT

An Insured's rights under his or her Certificate may be given to another by the Insured. This is called an "Assignment." The Company takes no responsibility for the validity or effect of an Insured's actions. In order for the Company to honor an Insured's directions, the Company must receive a copy of any Assignment at its Administrative Offices.

NON-PARTICIPATING: There are no dividends payable under this Policy. It does not share in the Company's surplus earnings.

OWNERSHIP: A Certificate belongs to an Insured unless another Owner is designated by the Insured. During the Insured's lifetime the rights and privileges of their Certificate may be exercised solely by the Owner. This includes the right to change the Beneficiary and assign benefits.

CHANGE OF OWNERSHIP: The Owner has the right to transfer his or her Certificate to a new Owner by notifying the Company. The change in ownership is effective on the date the request is received at the Company's Administrative Offices. The change in Ownership is subject to any actions taken prior to the date such request is received.

WHAT HAPPENS IF PREMIUM PAYMENTS STOP

DURING THE FIRST TWENTY YEARS OF COVERAGE: After an Insured's Certificate starts accumulating Cash Values and prior to the Paid Up Date that is shown on the Insured's Certificate Schedule, if the Insured chooses to stop this coverage or if a Premium remains unpaid at the end of the Grace Period, the Insured may choose one of the following options.

- A. CASH VALUE:** The Insured may return the Certificate for its Cash Value. The Cash Value is based on the portion of the total Premiums paid for the life insurance benefit on the date coverage stops. The Cash Value within 60 days of non-payment of Premiums will be the same as the Cash Value on the date coverage stops. We reserve the right to postpone payment, but not for more than six months from the date the request is received by us. Cash Values between Certificate Anniversaries are calculated with due allowance for time elapsed and for Premiums paid. The Cash Value under this Certificate as of any Certificate Anniversary is computed in accordance with the Standard Non-Forfeiture Value Method using the adjusted Premium as defined in the laws of the state in which the Insured's Certificate is delivered.
- B. PAID-UP TERM LIFE INSURANCE:** The Cash Value of an Insured's Certificate may be used to continue this Certificate as paid-up level term life insurance. The life insurance benefit amount is less than the Initial Life Insurance Benefit amount. The benefit amount equals what the Cash Value can buy on the date the Insured defaults or cancels. No further Premium payments are due.
- C. EXTENDED TERM LIFE INSURANCE:** The Cash Value of an Insured's Certificate may be used to continue the Certificate as paid-up level term life insurance for a reduced time period. The reduced time period equals what the Cash Value can buy on the date the Insured defaults or cancels. The reduced time period will be the same for any Initial Life Insurance Benefit amount. The Initial Life Insurance Benefit amount is not reduced. No further Premium payments are due.

If the Insured wishes to return his/her Certificate for its Cash Value, or take the Paid-Up Term Life Insurance option, the Insured must send us a written request. These options are not available beyond the 60th day after the due date of the unpaid Premium. If: (1) coverage lapses; and (2) the Insured has not picked an option; then the Extended Term Life Insurance goes into effect. The Insured does not have to request it.

If this Certificate is in force as Paid-Up Term Life Insurance or Extended Term Life Insurance, it may be returned at any time for its Cash Value. The Cash Value equals the present value of future benefits. If it is returned within 31 days of a Certificate Anniversary, this value is not less than its value on that Certificate Anniversary.

To determine a Paid-Up Term Life Insurance amount or Extended Term Life Insurance period, the Cash Value is applied as a single Premium on the date the Insured defaults or cancels. Premium is set by the Insured's Age (as defined) plus the number of months since the Insured's last Certificate Anniversary.

AFTER THE FIRST TWENTY YEARS OF COVERAGE: If the Insured decides to stop this coverage any time on or after the Paid Up Date that is shown on the Certificate Schedule, the Insured can return the Certificate for its Cash Value that is available at the time it is returned. The Company reserves the right to postpone payment, but not for more than six months from the date the request is received at the Company's Administrative Office. Cash Values between Certificate Anniversaries are calculated with due allowance for time elapsed. The Cash Value under the Insured's Certificate as of any Certificate Anniversary is computed in accordance with the Standard Non-Forfeiture Value Method as defined in the laws of the state in which the Insured's Certificate is delivered.

HOW THE POLICY VALUES ARE CALCULATED

Non-Forfeiture values are shown in the Table of Non-Forfeiture Values issued with this Policy. These values meet the legal minimums and have been filed with the insurance supervisory official of the state in which the Group Policy is delivered. They are based on:

- The Commissioner's 2001 Standard Ordinary Mortality Table, Age last birthday, with interest per year as identified by the Non-Forfeiture Interest Rate on the Insured's Certificate Schedule;
- The Commissioner's Standard Non-Forfeiture Value Method. A copy of the method of computation is on file with the state insurance department in which the Group Policy is delivered.

The Paid-Up Term Life Insurance and Extended Term Life Insurance values equal what the Cash Value can buy on the Certificate Anniversary Date. The Paid-Up Term Life Insurance and Extended Term Life Insurance options are available only during the first twenty years of coverage. All values assume that Premiums are received at the beginning of the Certificate Year and that the death benefit is payable at the end of the year in which death occurs.

STONEBRIDGE LIFE INSURANCE COMPANY

A Stock Company
Home Office: Rutland, Vermont
Administrative Offices: [Valley Forge, Pennsylvania 19493]

[1-800-732-1821]

INSURED: [JOHN DOE]

CERTIFICATE NUMBER: [0123456]

FOR YOUR INFORMATION

In this Certificate, Stonebridge Life Insurance Company is referred to as "we," "our," or "us." The Insured is "you," "your," or "yours." The Group Policy is a legal contract. This Certificate explains your coverage under that Group Policy. We rely on your Application to issue your Certificate. We depend on your payment of Premiums when due. You rely on us to honor its terms.

The Group Policy Number and the name of the Policyholder are shown in the Certificate Schedule. The Policy may be inspected during business hours at the office of the Policyholder.

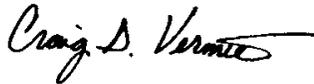
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YOUR RIGHT TO EXAMINE THE CERTIFICATE: You may return this Certificate for any reason within [30/60/90] days of the date you receive the Certificate. Any Premium paid is refunded. The Certificate is treated as if it never existed. No benefits are paid.

GUARANTEED RENEWABLE TO AGE 120: We promise to renew this Certificate until you attain Age 120 as long as you continue to pay your Premium when due.

IN WITNESS, this Certificate is signed by our President and Secretary.



Secretary



President

**GROUP TERM LIFE INSURANCE TO AGE 120
PREMIUMS PAYABLE THROUGH THE FIRST 20 CERTIFICATE YEARS
PAID UP THEREAFTER
DEATH BENEFIT REDUCES BEGINNING THE 20TH CERTIFICATE ANNIVERSARY
PREMIUMS ARE NOT GUARANTEED AFTER THE FIRST CERTIFICATE ANNIVERSARY**
Convertible Non-Participating

CERTIFICATE SCHEDULE

This Schedule of Insurance is part of your Certificate. It supersedes any Schedule of Insurance bearing an earlier Effective Date issued under Policy No. [MP00000] to [XYZ Group]

INSURED: **JOHN SMITH** INITIAL LIFE INSURANCE BENEFIT: **\$10,000**
PAID UP LIFE INSURANCE BENEFIT: **\$1,000**

CERTIFICATE NUMBER: **0123456**
EFFECTIVE DATE: **01/01/2011**
ISSUE DATE: **01/01/2011**
AGE AT ISSUE: **45** SEX: **M** SMOKER STATUS: **[YES/NO]**

PREMIUM EXPIRY DATE: **12/31/2030**
PAID UP DATE: **01/01/2031**

[BENEFICIARY: Last Documented Beneficiary]

GROUP POLICYHOLDER: **XYZ Group** GROUP POLICY NUMBER: **MP000**
CERTIFICATE OWNER: **John Smith**
[PARTICIPATING GROUP: XYZ Group] [PARTICIPATING GROUP NUMBER: 12345]
[INITIAL PREMIUM: [1.00] [INITIAL PERIOD: 2 MONTHS]
[INITIAL PREMIUM PAID BY: PARTICIPATING ORGANIZATION]

RENEWAL PREMIUM **[AFTER THE INITIAL PERIOD]:**
\$[XX.XX] \$[XX.XX] \$[XX.XX] \$[XX.XX]
MONTHLY [QUARTERLY] [SEMI-ANNUALLY] [ANNUALLY]

PREMIUMS FOR THIS CERTIFICATE ARE PAYABLE FOR THE FIRST 20 YEARS OF COVERAGE. NO PREMIUM PAYMENTS ARE REQUIRED TO KEEP THIS CERTIFICATE INFORCE ON AND AFTER THE PAID UP DATE.

NONFORFEITURE INTEREST RATE: **5.0%**
GUARANTEED MAXIMUM **[ANNUAL]** PREMIUMS: **\$xxx.xx**

[For the first [two/three] month[s] of coverage, your Premium will be paid by the [Policyholder] [Participating Group]. After the first [two/three] month[s] of coverage, you pay the Renewal Premium shown above. If at any time the [Policyholder] [Participating Group] refuses to accept such contributions and pay the Premium for you, you may pay such Premium directly to us when due.]

PART I: DEFINITIONS

AGE means, on the Certificate Effective Date, your current age based on your last birthday. Your Age increases by one on each Certificate Anniversary. Your Age increase, for purposes of this Certificate, will always occur on the Certificate Anniversary even if your actual birthday occurs (in most cases) during the Certificate Year prior to the Certificate Anniversary.

BENEFICIARY means the person who receives the payment of the death benefit. This is explained in Part IV.

CERTIFICATE ANNIVERSARY means any anniversary of the date this Certificate takes effect.

CERTIFICATE YEAR means the 12 month period ending on any Certificate Anniversary.

CERTIFICATE EFFECTIVE DATE means the date your coverage starts.

INSURED means the individual named in the Certificate Schedule.

OWNER means the Owner of this Certificate. The Owner is named as the Certificate Owner in the Certificate Schedule. Ownership is explained in Part VIII.

PAID UP LIFE INSURANCE means the death benefit that is payable beginning on the Paid Up Date that is shown on the Certificate Schedule. The Paid Up Life Insurance Benefit equals 10% of the Initial Life Insurance Benefit. Both amounts are shown on your Certificate Schedule.

[PARTICIPATING GROUP means a group that requests to participate in the Insurance Trust known as the Policyholder and whose participation is approved by us. The name of such group is shown in the Certificate Insurance.]

POLICY means the Group Policy. The Policy is the controlling contract under which the Certificate is issued. The Policy is held by the Policyholder.

POLICYHOLDER means the Group Policyholder. It is the entity which holds the Policy.

PREMIUM means the payment required to keep your insurance in force. Premiums are payable until the Premium Expiry Date that is shown in the Certificate Schedule.

PREMIUM EXPIRY DATE means the last day of coverage for which premiums are payable. Coverage is considered Paid Up immediately following the Premium Expiry Date that is shown in the Certificate Schedule.

PART II: WHEN THE COVERAGE STARTS AND STOPS

ELIGIBLE MEMBERS

All members of the Policyholder as explained in the Policy are eligible to apply for this coverage.

COVERAGE STARTS

This insurance starts on the Certificate's Effective Date after the following happens while you are alive:

1. we approve your application form; and
2. we receive the Initial Premium **[before] [within 21 days of]** the Certificate's Effective Date.

WHEN COVERAGE STOPS

Coverage stops on the earliest of:

1. the date you convert to a whole life insurance policy;
2. the date the 31 day Grace Period ends if you fail to pay the Premium when due;
3. the date of your death;
4. you attain age 120; or
5. the date you cancel your coverage.

You may cancel your coverage upon notice to us. Notice is deemed given when made in writing, communicated verbally by telephone or in person, or by any other means acceptable to us. Unless required otherwise, coverage is

cancelled as of the date the cancellation request is made. Any unused Premium is prorated from the date of cancellation and refunded to you.

The Group Policyholder may cancel the Group Policy only with respect to issuing new certificates. Any certificate in force when the Group Policyholder cancels the Group Policy remains in force.

Cancellation is without prejudice to any claim originating prior to the date of cancellation.

PART III: WHAT BENEFITS WE PAY

LIFE INSURANCE BENEFIT: We pay the Initial Life Insurance Benefit that is shown in the Certificate Schedule if you die prior to the Paid Up Date that is shown on the Certificate Schedule and while you are covered under this Certificate. Beginning on the Paid Up Date that is shown on the Certificate Schedule, the Initial Life Insurance Benefit reduces by 90% and becomes your Paid Up Life Insurance Benefit. We pay the Paid Up Life Insurance Benefit that is shown in the Certificate Schedule if you die on or after the Paid Up Date and while covered under this Certificate. The Paid Up Date that is shown on the Certificate Schedule is the same date as the 20th Certificate Anniversary.

Before we pay either the Life Insurance Benefit or the Paid Up Life Insurance Benefit, we must be provided with valid Proof of Loss.

SUICIDE: If you die by Suicide within one year following the Certificate's Issue Date, the benefit is limited to the amount of Premiums paid without interest.

PART IV: WHO ARE BENEFITS PAID TO

BENEFICIARY: At your death, unless you specify otherwise, the applicable life insurance benefit will be paid to your then living lawful spouse; otherwise equally to your then living lawful children, if any; otherwise equally to your then living parents or parent, if any; otherwise to your estate. Any payment made under this section will fully release us to the extent of the payment. Spouse means only the one to whom you are lawfully married on the date of your death. For the purposes of determining who benefits are paid to, "step" children and "step" parents are not considered to be your lawful children or parents.

CHANGING THE BENEFICIARY: You can change your Beneficiary at any time by writing to us at our Administrative Office. Once we record the change, it will take effect on the day you signed the request, subject to any claim payment made before such recording. The consent of the Beneficiary is not needed for the change, unless the Beneficiary designation is irrevocable.

PART V: HOW YOU CAN CONVERT TO WHOLE LIFE INSURANCE

During the first 20 Certificate Years, You may convert this Certificate to an individual whole life insurance policy on any Premium due date. This is subject to what individual whole life insurance policy we then have available, if any. This Certificate must be in force at the time of the conversion. The conversion may only occur on Premium due dates. We require 31 days prior written notice. The amount of life insurance under the new policy may not exceed this Certificate's Initial Life Insurance Benefit. It may be converted without medical exam or other evidence of insurability. However, any application attached to this Certificate will be made part of the whole life insurance policy when the conversion occurs during the first two years of coverage under this Certificate. It may be used to contest benefits under the whole life insurance policy during the balance of the time that it may be contested under this Certificate. The new Premium will be based on your Age and class at the time you convert to the new policy.

PART VI: PREMIUMS

PREMIUM PAYMENTS: You keep this Certificate in force by paying the Premiums. Premiums are payable until the Premium Expiry Date that is shown in the Certificate Schedule. All Premiums after the Initial Premium must be paid in advance at our Administrative Office, subject to the Grace Period. Premiums are also payable to an authorized agent in exchange for an official receipt signed by our President and Secretary. We do not have the right to refuse a Premium paid on or before the date due or within the Grace Period.

No Premium payments following the Premium Expiry Date are required to keep this Certificate in force.

[For the first [two/three] month[s] of coverage, the Premium will be paid by the [Policyholder] [Participating Group]. After the first [two/three] month[s] you are required to contribute 100 percent of the Premium payable for this Certificate.]

RIGHT TO ADJUST PREMIUM RATES DURING THE FIRST TWENTY YEARS OF COVERAGE: We may change rates by class on any date. We will not increase your rates in the first Certificate Year. After the first Certificate Anniversary and prior to the Premium Expiry Date, rates will not increase more than once in any 12 month period. Class means all individuals of the same age, sex, and underwriting classification. There will be no change in your class due to any physical impairment. Any change will be based on expectations of future investment earnings, mortality, persistency and expenses. We will provide written notice at least 60 days before the date of change. Your Premium rates will never exceed the Guaranteed Maximum Premium that is shown on the Certificate Schedule.

GRACE PERIOD: We allow a Grace Period of 31 days to pay each Premium due after the first one. Coverage continues during this Grace Period. If you die during the Grace Period, any Premium due is deducted from the death benefit. This provision applies as long as the Certificate has not stopped.

REINSTATEMENT: If your coverage stops during the first 20 Certificate Years because Premiums have not been paid, it may be reinstated. This happens if you: (1) make written request for Reinstatement; (2) send satisfactory evidence of insurability; (3) are alive on the date of Reinstatement; and (4) make your request within 5 years of when the Premium was due.

Reinstatement is subject to payment of all overdue Premiums. We charge 6% interest compounded annually on overdue Premiums.

UNEARNED PREMIUM REFUND: A refund of unearned Premium is payable to your Beneficiary at the time of your death. Unearned Premium is any amount paid that would have been applied to the period of coverage beyond the date of your death.

PART VII: CLAIMS

PROOF OF LOSS: A certified copy of the death certificate showing the date and cause of death must be given to us as soon as reasonably possible after the date of death.

TIME PAYMENT OF CLAIMS: We will pay all benefits covered under the Policy as soon as we receive proper Proof of Loss sufficient to determine our liability.

INTEREST AT SETTLEMENT: If required, we pay interest on death proceeds according to the requirements of your state. The rate of interest is not less than that required by law.

PAYMENT OF CLAIMS: Benefits are payable in accordance with the Beneficiary designation in effect at the time of payment.

AUTOPSY: At our expense, we may have an autopsy done where it is not forbidden by law.

PART VIII: OTHER IMPORTANT INFORMATION

INCONTESTABILITY: This Certificate is "incontestable" after it has been in effect while you are alive for 2 years from the earlier of the Certificate's Effective Date or Issue Date. "Incontestable" means we may not deny benefits except for non-payment of Premiums when due. Benefits may be denied during the first two years of coverage if you fail to give, to the best of your knowledge and belief, true and complete answers in your Application.

If your Certificate is reinstated, benefits may be denied during the first 2 years after your reinstatement date. This happens if you failed to give, to the best of your knowledge and belief, true and complete answers in your reinstatement application.

THE CONTRACT: Your Certificate is furnished in accordance with and subject to the terms of the Policy. It is not part of the Policy, but it is evidence of the insurance provided under the Policy. The Policy and any attachments form the entire contract of insurance.

All statements made by you are representations and not warranties. No statement will be used by us to contest a claim, unless it is contained in the Application completed by you. A copy of your Application(s) is attached to the Certificate. A copy of the Application(s) will be sent to your Beneficiary if used to contest a claim.

No change in this Certificate is effective until approved by one of our officers. Such approval must be noted on or attached to this Certificate. No agent has the authority to change this Certificate or waive any of its provisions.

MISSTATEMENT OF AGE OR SEX: If your Age or sex or both are incorrectly stated, the benefits of this Certificate are changed to what the Premium would have paid for at the correct Age or sex according to our rate at the date of issue.

ASSIGNMENT: Your rights under this Certificate may be given to another by you. This is called an "Assignment." We take no responsibility for the validity or effect of your actions. In order for us to honor your directions, we must receive a copy of any Assignment at our Administrative Offices.

NON-PARTICIPATING: There are no dividends payable under this Certificate. It does not share in our surplus earnings.

OWNERSHIP: This Certificate belongs to you unless another Owner is designated by you. During your lifetime the rights and privileges of this Certificate may be exercised solely by the Owner. This includes the right to change the Beneficiary and assign benefits.

CHANGE OF OWNERSHIP: The Owner has the right to transfer this Certificate to a new Owner by notifying us. The change in ownership is effective on the date the request is received at our Administrative Offices. The change in ownership is subject to any actions taken prior to the date such request is received.

PART IX: WHAT HAPPENS IF YOU STOP THIS COVERAGE OR STOP PAYING PREMIUMS

DURING THE FIRST TWENTY YEARS OF COVERAGE: After this Certificate starts accumulating Cash Values and prior to the Paid Up Date that is shown on the Certificate Schedule, if you choose to stop this coverage or if a Premium remains unpaid at the end of the Grace Period, you may choose one of the following options.

- A. CASH VALUE:** You may return this Certificate for its Cash Value. The Cash Value is based on the portion of the total Premiums paid for the life insurance benefit on the date coverage stops. The Cash Value within 60 days of non-payment of Premiums will be the same as the Cash Value on the date coverage stops. We reserve the right to postpone payment, but not for more than six months from the date the request is received by us. Cash Values between Certificate Anniversaries are calculated with due allowance for time elapsed and for Premiums paid. The Cash Value under this Certificate as of any Certificate Anniversary is computed in accordance with the Standard Non-Forfeiture Value Method using the adjusted Premium as defined in the laws of the state in which your Certificate is delivered.
- B. PAID-UP TERM LIFE INSURANCE:** Your Cash Value may be used to continue this Certificate as paid-up level term life insurance. The life insurance benefit amount is less than the Initial Life Insurance Benefit amount. The benefit amount equals what the Cash Value can buy on the date you default or cancel. No further Premium payments are due.
- C. EXTENDED TERM LIFE INSURANCE:** Your Cash Value may be used to continue this Certificate as paid-up level term life insurance for a reduced time period. The reduced time period equals what the Cash Value can buy on the date you default or cancel. The reduced time period will be the same for any Initial Life Insurance Benefit amount. The Initial Life Insurance Benefit amount is not reduced. No further Premium payments are due.

If you wish to return your Certificate for its Cash Value, or take the Paid-Up Term Life Insurance option, you must send us a written request. These options are not available beyond the 60th day after the due date of the unpaid Premium. If: (1) coverage lapses; and (2) you have not picked an option; then the Extended Term Insurance goes into effect. You do not have to request it.

If this Certificate is in force as Paid-Up Term Life Insurance or Extended Term Life Insurance, it may be returned at any time for its Cash Value. The Cash Value equals the present value of future benefits. If it is returned within 31 days of a Certificate Anniversary, this value is not less than its value on that Certificate Anniversary.

To determine a Paid-Up Term Life Insurance amount or Extended Term Insurance period, the Cash Value is applied as a single Premium on the date you default or cancel. Your Premium is set by your Age (as defined) plus the number of months since your last Certificate Anniversary.

AFTER THE FIRST TWENTY YEARS OF COVERAGE: If you decide to stop this coverage any time on or after the Paid Up Date that is shown on the Certificate Schedule, you can return the Certificate for its Cash Value that is available at the time it is returned. We reserve the right to postpone payment, but not for more than six months from the date the request is received by us. Cash Values between Certificate Anniversaries are calculated with due allowance for time elapsed. The Cash Value under this Certificate as of any Certificate Anniversary is computed in accordance with the Standard Non-Forfeiture Value Method as defined in the laws of the state in which your Certificate is delivered.

PART X: HOW THE CERTIFICATE VALUES ARE CALCULATED

The values explained in Part IX above are shown in the Table of Non-Forfeiture Values on Page 8. These values meet the legal minimums and have been filed with the insurance supervisory official of the state in which the Group Policy is delivered. They are based on:

- The Commissioner's 2001 Standard Ordinary Mortality Table, Age last birthday, with interest per year as identified by the Non-Forfeiture Interest Rate on the Certificate Schedule;
- The Commissioner's Standard Non-Forfeiture Value Method. A copy of the method of computation is on file with the state insurance department in which the Group Policy is delivered.

The Paid-Up Term Life Insurance and Extended Term Life Insurance values equal what the Cash Value can buy on the Certificate Anniversary Date. The Paid-Up Term Life Insurance and Extended Term Life Insurance options are available only during the first twenty years of coverage. All values assume that Premiums are received at the beginning of the Certificate Year and that the death benefit is payable at the end of the year in which death occurs.

TABLE OF NON-FORFEITURE VALUES

For Certificate Number: 0123456

The Values shown in the following Table are based on your life insurance benefit amounts and Age at issue. The first column shows the length of time your Certificate has been in force and should be used to determine your values. The second column shows the Cash Value available. The third column shows the amount of Paid-Up Term Life Insurance that the Cash Value would buy. The fourth column shows the length, in years and days, of Extended Term Life Insurance that the Cash Value would buy.

The values shown in the Table assume that Premium has been paid in full for each Certificate Year during the first twenty years of coverage. We will allow for partial years in determining values. Cash Values for Certificate Years not shown in the Table will be furnished upon request.

Age: **[45]**

[MALE]

End of Certificate Year	Cash Value	Paid-Up Term Life Insurance	Extended Term Life Insurance	
			Years	Days
1	[\$0.00	\$0.00	0	0]
2	[\$0.00	\$0.00	0	0]
3	[\$0.00	\$0.00	0	0]
4	[\$0.00	\$0.00	0	0]
5	[\$0.00	\$0.00	0	0]
6	[\$0.00	\$0.00	0	0]
7	[\$0.00	\$0.00	0	0]
8	[\$0.00	\$0.00	0	0]
9	[\$0.00	\$0.00	0	0]
10	[\$0.00	\$0.00	0	0]
11	[\$0.74	\$ 7.00	0	276]
12	[\$2.20	\$19.00	2	131]
13	[\$3.74	\$31.00	4	30]
14	[\$5.38	\$43.00	5	279]
15	[\$7.08	\$54.00	7	85]
16	[\$8.85	\$ 64.00	8	168]
17	[\$10.68	\$ 74.00	9	141]
18	[\$12.56	\$ 84.00	10	27]
19	[\$14.48	\$ 92.00	10	212]
20	[\$16.44	\$100.00	0	0]

GROUP TERM LIFE INSURANCE TO AGE 120
PREMIUMS PAYABLE THROUGH THE FIRST 20 CERTIFICATE YEARS
PAID UP THEREAFTER
DEATH BENEFIT REDUCES BEGINNING THE 20TH CERTIFICATE ANNIVERSARY
PREMIUMS ARE NOT GUARANTEED AFTER THE FIRST CERTIFICATE ANNIVERSARY
Convertible Non-Participating

STONEBRIDGE LIFE INSURANCE COMPANY (herein "Stonebridge")

Administrative Offices: [Valley Forge, Pennsylvania 19493]

[A. Complete Personal Information]

You	Your Spouse
Name _____	Name _____
Address _____	Address _____
Phone (____) _____ Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Phone (____) _____ Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
Date of Birth ____/____/____ Age _____	Date of Birth ____/____/____ Age _____
Height _____ Weight _____	Height _____ Weight _____
Beneficiary _____	Beneficiary _____
If this insurance will replace any life insurance you have now, please check here: <input type="checkbox"/>	If this insurance will replace any life insurance you have now, please check here: <input type="checkbox"/>

[B. Select Coverage Amount]

YOU		YOUR SPOUSE	
<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$50,000

[C. Complete All Health Questions]

- | | You | Spouse |
|---|--|--|
| 1. Have you used any tobacco or nicotine based products within the last 12 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. In the past 3 years, have you had a driver's license suspended and/or revoked or been cited or arrested for driving while intoxicated (DWI)? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. In the past 10 years, have you been diagnosed with or treated for: any disease or disorder of the heart, blood, lungs, liver, kidneys; AIDS or AIDS Related Complex; any mental, nervous, circulatory, digestive or immune disorder; high blood pressure, stroke, hepatitis, cancer or tumor, diabetes, drug or alcohol abuse? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. In the past 10 years have you tested positive for HIV (Human Immunodeficiency Virus)? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Other than those conditions covered in Question 3 during the last three years have you had an examination that was caused by an illness, injury, or abnormal physical condition, or follow-up of a diagnosed condition? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If you answered "yes" to questions 2, 3, 4 or 5, please provide full details in space provided below (use the reverse side if additional space is needed.)

QUES. NO.	NAME	REASON OR CONDITION	DATE(S)	RESULTS	NAMES, COMPLETE ADDRESSES AND TELEPHONE NUMBERS OF DOCTORS AND MEDICAL FACILITIES

D. Select how you want to pay:

- Send me a bill. [I have enclosed my first month's premium.]
- Charge monthly premium to my Credit Card (Visa/MasterCard/Discover/JCPenney): Check here if this is a debit card
 Account # [____] - [____] - [____] - [____] Expiration Date _____
- Deduct monthly premium from my Checking Account: Write "VOID" on a blank check and attach.

Subject to my account rules, charge my premiums (including future changes to my insurance) to my [Bank] credit card. can cancel this payment method at any time by writing to you.

I understand that in order to apply for this coverage, I must be a JCPenney credit cardholder or the spouse of a JCPenney credit cardholder, age 18-64, and reside in a state in which this insurance coverage may legally be offered.

I understand and affirm by my signature below that, to the best of my knowledge and belief, the information in this entire application is true and complete [and that a separate Certificate will be issued to each applicant.] I understand that if I fail to give true and complete answers on this application, benefits may be denied during the first 2 Certificate Years I understand that no insurance is in effect unless the following happens while I am alive. Stonebridge: (1) approves this application; and (2) receives the first premium [before] [within 21 days after] the Certificate Effective Date. **I have read the NOTICE TO APPLICANT enclosed with this form as required by the Fair Credit Reporting Act and my state's fraud notice on [the reverse side of] this application.**

Authorization for disclosures of medical information to Stonebridge Life Insurance Company

I understand I am not required to sign this authorization; however, without it Stonebridge can not achieve two purposes, (1) its underwriters can not determine my eligibility for insurance; and (2) its claim adjusters may not be able to pay my claim. I authorize any medical practitioner, medical related institution, government agency, paramedic facility, medical record retrieval services, pharmaceutical services, insurance company, reinsurer, plan administrator, the MIB, Inc, or any Consumer Reporting Agency, to disclose to Stonebridge **all of my medical records** except psychotherapy notes (e.g., my medical history, diagnoses, symptoms, treatments, prescription drug information, alcohol or drug or tobacco use or abuse or information regarding communicable or infectious conditions, such as AIDS). I understand that entities to which this information may be disclosed may not be covered by federal privacy rules and if this information is redisclosed, it may no longer be protected by those rules. I understand this authorization or a copy: (1) expires 24 months from the date signed or if earlier, upon completion of any claim for benefits; (2) a copy will be sent to me; and (3) I may revoke it in writing at any time by sending written notice to Stonebridge [(Valley Forge, Pa. 19493)] except to the extent it is already relied upon.

X _____ Date _____ [X] _____ Date _____
 Your Signature Your Spouse's Signature (if to be insured)

Residents of ARKANSAS, NEW MEXICO, and OHIO: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Residents of DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicants.

Residents of RHODE ISLAND: 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.

Residents of TENNESSEE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

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

Residents of NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Residents of KENTUCKY and PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SERFF Tracking Number: AEGB-128550540 State: Arkansas
 Filing Company: Stonebridge Life Insurance Company State Tracking Number:
 Company Tracking Number: SLTL2500GP
 TOI: L04G Group Life - Term Sub-TOI: L04G.213 Specified Age or Duration -
 Fixed/Indeterminate Premium - Single Life
 Product Name: Group Term to Age 120 - MO situs
 Project Name/Number: Group Term to Age 120 - MO situs/L019-2

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Readability Certification.pdf

AR Regulation 19 Certification.pdf

AR Regulation 49 Certification.pdf

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: Application is submitted for approval on forms tab of this filing

Comments:

Item Status: **Status Date:**

Satisfied - Item: Memorandum of Variability

Comments:

Attachment:

EOV SLTL2500GP SLTL2500GC.pdf

STONEBRIDGE LIFE INSURANCE COMPANY
READABILITY CERTIFICATE OF COMPLIANCE

TO: DEPARTMENT OF INSURANCE

FORM	Description	Flesch Score
SLTL2500GP	Group Term Life Insurance Policy	48.2
SLTL2500GC	Group Term Life Insurance Certificate	46.8
SLTL2500GCA	Application	51.3

We hereby certify that we have carefully reviewed the forms submitted herewith, and to the best of our knowledge and ability find:

1. That the said form(s) comply with the readability requirements of this state.
2. That the said form(s) have a reading ease score shown above.

STONEBRIDGE LIFE INSURANCE COMPANY

June 27, 2012

Date



Vice President

STONEBRIDGE LIFE INSURANCE COMPANY
Home Office: Cedar Rapids, Iowa

REGULATION 19 CERTIFICATION

Form SLTL2500GP, et al

We certify that, to the best of our knowledge and belief, this submission meets the provisions of Rule and Regulation 19 as well as all applicable requirements of the Insurance Division of the State of Arkansas.



Cheryl Bock
Assistant Vice President

07-09-2012
Date

STONEBRIDGE LIFE INSURANCE COMPANY
Home Office: Cedar Rapids, Iowa

REGULATION 49 CERTIFICATION

Form SLTL2500GP, et al

We certify that, for coverage issued in Arkansas on the above-referenced form number(s), we will deliver the Life and Health Guaranty Fund Notice required by Regulation 49.

Cheryl Bock

Cheryl Bock
Assistant Vice President

07/09/2012
Date

Explanation of Variables for SLTL2500GP

Group Term Life Insurance Policy

Page 1

1. Stonebridge Life Insurance Company has several administrative office locations. This product may be solicited from one of five locations below or any of the other U.S. locations, depending on the market. The address on the forms may be one of the following in most cases:
 - a. 2700 West Plano Parkway
Plano, Texas 75075-8200
 - b. 520 Park Avenue
Baltimore, Maryland 21201
 - c. Valley Forge, Pennsylvania 19493
2. Policyholder name will be the business partner or group name to which coverage is issued. Participating group name is the name of a group that participates in a group trust, and in which they pay the insured's Initial Premium.
3. Effective date is the date of issue of the policy and anniversaries are determined by agreement between the policyholder and the company.
4. Right to Examine may be 30, 60 or 90 days.
5. Policy number is unique to the policyholder.

Page 2

1. Participating group is defined when the policy is issued to a participating group trust.
2. Eligibility, including non-duplication clause, unique to the policyholder.

Page 3

1. Initial Premium may be paid before or within 21 days following the Effective Date of coverage.

Page 4

1. Initial Premiums may be paid by Policyholder or Participating Group for the first one, two or three months of coverage.

Explanation of Variables for SLTL2500GC

Group Term Life Insurance Certificate

Page 1

1. Stonebridge Life Insurance Company has several administrative office locations. This product may be solicited from one of five locations below or any of the other U.S. locations, depending on the market. The address on the forms may be one of the following in most cases:
 - a. 2700 West Plano Parkway
Plano, Texas 75075-8200
 - b. 520 Park Avenue
Baltimore, Maryland 21201
 - c. Valley Forge, Pennsylvania 19493
2. Toll-free customer service number may change.
3. Certificate personalized with Insured's name.
4. Certificate number unique to each certificate issued.
5. Right to Examine may be 30, 60 or 90 days.

Page 2 Schedule of Coverage

1. Schedule may supersede previously issued schedule.
2. Policy number and group name unique to policyholder.
3. Certificate personalized with Insured's name, certificate owner's name and unique certificate number.
4. Life Insurance Benefit amount ranges from \$1,000 to \$20,000.
5. Paid Up Life Insurance Benefit equals 10% of the Life Insurance Benefit.
6. Effective date is the insured's effective date under the group policy; the certificate anniversary is the subsequent anniversary(ies) as determined by the initial effective date. Issue date is the date the certificate is issued.
7. Age and gender are unique to each insured.
8. Premium Expiry Date is the last day of coverage for which premiums are payable; Paid Up Date is the day immediately following the Premium Expiry Date.
9. Beneficiary designation may be included.
10. Policyholder name will be the group to which the Group Policy is issued. When the policy is issued with a Participating Group, the name of the Participating Group and the Participating Group number is provided.
11. The Initial Premium amount, premium period for which it may be paid and the Participating Group paying the Initial Premium may be included; Renewal Premiums payable thereafter.

12. Nonforfeiture interest rate may change.
13. Guaranteed maximum annual premium amount varies for each insured.
14. First one, two or three months of premiums may be paid by the Policyholder or Participating Group, after which Insured may be required to pay full amount.

Page 3

1. Definition of Participating Group will be included where applicable.
2. Initial Premium may be paid before or within 21 days following the Effective Date of coverage.

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1. First one, two or three months of premiums may be paid by Policyholder or Participating Group, after which Insured may be required to pay full amount.

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1. Certificate number unique to each certificate issued.