

State: Arkansas **Filing Company:** National Guardian Life Insurance Company
TOI/Sub-TOI: L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense
Product Name: Capstone Annual Growth
Project Name/Number: /

Filing at a Glance

Company: National Guardian Life Insurance Company
Product Name: Capstone Annual Growth
State: Arkansas
TOI: L07G Group Life - Whole
Sub-TOI: L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense
Filing Type: Form
Date Submitted: 07/31/2012
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SERFF Status: Closed-Approved-Closed
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Co Tr Num: NPNCRTSPAG2011

Implementation: On Approval
Date Requested:
Author(s): Peggy Kratz, Kim Bolinder
Reviewer(s): Linda Bird (primary)
Disposition Date: 08/07/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** National Guardian Life Insurance Company
TOI/Sub-TOI: L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense
Product Name: Capstone Annual Growth
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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:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Association Overall Rate Impact:
Filing Status Changed: 08/07/2012
State Status Changed: 08/07/2012 Deemer Date:
Created By: Kim Bolinder Submitted By: Kim Bolinder
Corresponding Filing Tracking Number:

Filing Description:
July 31, 2012

Life & Health Form Filing Section
Arkansas Department of Insurance
VIA SERFF

RE: National Guardian Life Insurance Company
NAIC # 66583 FEIN# 39-0493780
Preneed Whole Life Policies and Certificates

Group Certificates NPNCRTSPAG2011
NPNCRTMPAG2011-AR
NPNCRTMPAG2011-GDB-AR
Enrollment Form 3110PN-AR 05/12

The attached group life certificates and enrollment form are submitted for your approval. These forms are being submitted to determine your acceptability for issuance to residents of your state under Group Policy issued in Missouri. The policies will be sold in the preneed life insurance market. All forms are new and will not replace any existing forms.

Policy form NPNCRTSPAG2011 is a single premium increasing benefit whole life certificate. At the discretion of the Company, the death benefit may be increased. Increases are non-discriminatory. The declared annual growth rate is not guaranteed. The death benefit increase is based upon a simple (vs. compound) application of the indicated percentage.

Policy form NPNCRTMSPAG2011-AR is an increasing benefit whole life certificate with premiums payable for one to twenty years as indicated on page 2. At the discretion of the Company, the death benefit may be increased. Increases are non-discriminatory. The declared annual growth rate is not guaranteed. The death benefit increase is based upon a simple (vs. compound) application of the indicated percentage.

Policy form NPNCRTMPAG2011-GDB-AR is an increasing benefit whole life certificate with premiums payable for either three, five, seven or ten years as indicated on the Schedule.

- If the Insured dies during the first Certificate year, the death benefit is equal to 30% of the Certificate Amount on the date of

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- death.
- If the insured dies during the second Certificate Year, the death benefit is equal to 70% of the Certificate Amount on the date of death.
 - If the Insured dies two years or more after the Issue Date the death benefit is the Certificate Amount on the date of death.

Enrollment form 3110PN-AR 05/12 will be used to solicit the insureds. The application may, at some time in the future, be converted to an electronic document. Such adaptation may slightly alter the appearance of the document, but we assure that its content will not change and its readability compliance will not be affected. Also, at some point, we anticipate utilizing electronic signatures in a form compliant with your laws and regulations.

Your review and approval of these forms would be greatly appreciated.

Company and Contact

Filing Contact Information

Kim Bolinder, Product Compliance Analyst kabolinder@nglic.com
 2 East Gilman Street 608-443-5335 [Phone]
 Madison, WI 53701 608-443-5365 [FAX]

Filing Company Information

National Guardian Life Insurance Company	CoCode: 66583	State of Domicile: Wisconsin
P.O. Box 1191	Group Code: 1211	Company Type: LAH
Madison, WI 53701-1191	Group Name:	State ID Number:
(800) 626-7931 ext. 5325[Phone]	FEIN Number: 39-0493780	

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: 4 forms @ \$50 per form equals \$200.
 Per Company: No

Company	Amount	Date Processed	Transaction #
National Guardian Life Insurance Company	\$200.00	07/31/2012	61294048

State: Arkansas

Filing Company: National Guardian Life Insurance Company

TOI/Sub-TOI: L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense

Product Name: Capstone Annual Growth

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/07/2012	08/07/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/07/2012	08/07/2012

Response Letters

Responded By	Created On	Date Submitted
Kim Bolinder	08/07/2012	08/07/2012

State: Arkansas **Filing Company:** National Guardian Life Insurance Company
TOI/Sub-TOI: L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense
Product Name: Capstone Annual Growth
Project Name/Number: /

Disposition

Disposition Date: 08/07/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Actuarial Memos		No
Form	SINGLE PREMIUM WHOLE LIFE CERTIFICATE		Yes
Form	LIMITED PAY WHOLE LIFE CERTIFICATE		Yes
Form	GRADED DEATH BENEFIT WHOLE LIFE CERTIFICATE		Yes
Form	ENROLLMENT FORM FOR GROUP INSURANCE/ANNUITY		Yes

State: Arkansas **Filing Company:** National Guardian Life Insurance Company
TOI/Sub-TOI: L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense
Product Name: Capstone Annual Growth
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/07/2012
Submitted Date	08/07/2012
Respond By Date	09/07/2012

Dear Kim Bolinder,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Submission will need to include an Actuarial Memorandum.

Conclusion:

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

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

State: Arkansas **Filing Company:** National Guardian Life Insurance Company
TOI/Sub-TOI: L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense
Product Name: Capstone Annual Growth
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/07/2012
Submitted Date 08/07/2012

Dear Linda Bird,

Introduction:

Thank you for your correspondence.

Response 1

Comments:

We have attached Actuarial Memos for the three policies.

Related Objection 1

Comments:

Submission will need to include an Actuarial Memorandum.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Actuarial Memos

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,

Kim Bolinder

State: Arkansas **Filing Company:** National Guardian Life Insurance Company
TOI/Sub-TOI: L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense
Product Name: Capstone Annual Growth
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Form Schedule

Lead Form Number: NPNCRTPAG2011

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		NPNCRTPAG2011	CER	SINGLE PREMIUM WHOLE LIFE CERTIFICATE	Initial:	53.900	NPNCRTPAG2011.pdf
2		NPNCRTPAG2011-AR	CER	LIMITED PAY WHOLE LIFE CERTIFICATE	Initial:	55.100	NPNCRTPAG2011-AR.pdf
3		NPNCRTPAG2011-GDB-AR	CER	GRADED DEATH BENEFIT WHOLE LIFE CERTIFICATE	Initial:	57.600	NPNCRTPAG2011-GDB-AR.pdf
4		3110PN-AR 05/12	AEF	ENROLLMENT FORM FOR GROUP INSURANCE/ANNUITY	Initial:	51.800	3110PN-AR 05-12 w-brackets.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



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 Madison WI 53701-1191 • Phone 800-988-0826

SINGLE PAY GROUP WHOLE LIFE CERTIFICATE

AGREEMENT	<p>This insurance Certificate describes the terms and conditions of the group life insurance for the Certificate Owner and Insured named on the Schedule.</p> <p>The death benefit will be paid to the Certificate Beneficiary upon the death of the Insured subject to the terms of this Certificate including any assignment of rights or benefits made by You. If this Certificate is assigned in connection with a prearranged funeral plan, cancellation of the prearranged funeral plan does not automatically cancel the Certificate.</p> <p>For information or service on this Certificate, please contact Your agent representing National Guardian Life Insurance Company or Our Home Office in Madison, Wisconsin.</p>
30-DAY RIGHT TO CANCEL	<p>You can cancel this Certificate by delivering, mailing or wiring a written notice to National Guardian Life Insurance Company, PO Box 1191, Madison, WI 53701-1191 and by returning the Certificate before midnight of the thirtieth (30th) day after the date You receive this Certificate. Notice given by mail and return of the Certificate by mail are effective on being postmarked, properly addressed and postage prepaid. We will return all payments made for this Certificate to You within ten (10) days after We receive notice of cancellation and the returned Certificate. If We do not return all premiums within thirty (30) days from the date of cancellation, We will pay interest from the date of cancellation as required by the law of Your state.</p> <p style="text-align: center;">THIS IS A LEGAL CONTRACT BETWEEN YOU AND US READ YOUR CONTRACT CAREFULLY.</p>

Executed at Madison, Wisconsin on the Issue Date.


Sherri A. Kienack
 Secretary


Mark F. Solwend
 President

Certificate Proceeds Payable Upon The Insured's Death Participating

GUIDE TO YOUR CERTIFICATE			
30-Day Right to Cancel	1	Owner and Beneficiary	4
Schedule of Benefits and Premiums	2	Certificate Values	4
Definitions	3	Loan Provisions	5
Certificates	3	General Provisions	5
Premium Payment	4	Termination and Continuation	5,6
Death Benefit	4	Basis of Values	6

SCHEDULE OF BENEFITS AND PREMIUMS

CERTIFICATE NUMBER: [NPL000000] ISSUE DATE: [OCTOBER 1, 2011]
GROUP POLICY NUMBER: [GPN 2011-14]

Plan	Certificate Amount	Single Premium	Maturity/ Expiry Date
Single Pay Whole Life	[\$1,000]	[\$925.00]	Life

Guaranteed Values

Figures based on above Certificate Amount not including future growth, if any.

End of Certificate Year	Cash or Loan Value
1	[199.72]
2	[207.81]
3	[216.19]
4	[224.85]
5	[233.80]
6	[243.03]
7	[252.54]
8	[262.34]
9	[272.42]
10	[282.80]
11	[293.48]
12	[304.46]
13	[315.77]
14	[327.39]
15	[339.33]
16	[351.59]
17	[364.13]
18	[376.94]
19	[389.99]
20	[403.26]
Age 55	[403.26]
Age 60	[473.06]
Age 65	[547.43]

Declared Annual Growth Rate: As Determined by the Company; Non-Guaranteed
Loan Interest Rate: 8.00% Annually In Arrears
Guaranteed Basis Of Values and Paid-Up Insurance:
Mortality Table: 1980 CSO Sex Distinct Age Last Birthday
Interest Rate: [5.00%]
Method: Standard Nonforfeiture Law Minimum

Insured: [John Doe]
Age: [35 Male]
Beneficiary: As Stated In The Enrollment Form Or Last Recorded Endorsement
Certificate Owner: [John Doe]

DEFINITIONS

Age	The Insured's Age last birthday on the Issue Date is shown on the Schedule. If the Insured's birthday is on the Issue Date, the Age shown will be the age on that birthday. Any other Age, like Age 65, means the Certificate Anniversary right after such age last birthday.
Beneficiary	The person(s) or entity named on Our records to receive the death benefit at the Insured's death. The Beneficiary may be changed as explained in the Certificate.
Certificate	The group life insurance certificate which evidences the Insured's coverage under the Group Policy.
Certificate Amount	The initial Certificate Amount is shown on the Schedule. The Certificate Amount may be increased on each Certificate Anniversary by an amount equal to the initial Certificate Amount multiplied by the Declared Annual Growth Rate.
Certificate Anniversary	The same date each year as the Issue Date of this Certificate.
Certificate Year	The period between the Issue Date and the first Certificate Anniversary, or from one Certificate Anniversary to another.
Company	Refers to National Guardian Life Insurance Company.
Declared Annual Growth Rate	The Declared Annual Growth Rate is set by and may be changed by the Company from time to time. The Declared Annual Growth Rate is not guaranteed.
Group Policy	The group life insurance issued to the Policyholder. The Group Policy Number is shown on the Schedule.
Home Office	Our Home Office at the following address: National Guardian Life Insurance Company Two East Gilman Street PO Box 1191 Madison, Wisconsin 53701-1191
Insured	The person named as Insured on the Schedule whose life is insured by this Certificate. The Insured may or may not be the Owner.
Issue Date	The date coverage is effective for this Certificate as shown on the Schedule. It is the date used to determine the suicide and contestable periods, the Certificate Anniversary and the Certificate Year.
Loans	Any amount owed Us as a result of a loan on a Certificate, including unpaid, accrued interest.
Member	A member of the Policyholder.
Net Cash Value	The Cash Value less any Loans.
Notice To Us	Written request or notice received at Our Home Office in a form which meets Our needs.
Owner	The person or entity who owns the Certificate as shown on Our records. The Owner has all the rights in this Certificate while the Insured is living.
Policyholder	The group to whom the Group Policy is issued (or its assignee or successor) for the purpose of insuring its Members.
Proof	Evidence satisfactory to Us for insurability or for other matters which require Proof.
Reinstatement Date	The date We approve the application for reinstatement of a Certificate.
Schedule	The Schedule of Benefits and Premiums on Page 2. It includes any amended Certificate Schedule or endorsement sent to You by Us.
We, Our, and Us	National Guardian Life Insurance Company.
You and Your	The Owner of this Certificate.

CERTIFICATES

Eligibility	Only a Member and the Member's spouse are eligible for insurance coverage under the Group Policy.
Insurability	We may require evidence of insurability for any Member or Member's spouse to be insured under the Group Policy.

PREMIUM PAYMENT

Premium	The premium is the payment needed to keep this Certificate in full force. The premium is shown on the Schedule. Pay the premium at Our Home Office or to any person We authorize to collect the premium.
Premium Due Date	The premium is payable in advance during the Insured's lifetime. This single premium is due on the Issue Date.

DEATH BENEFIT

Amount of Death Benefit	We pay a benefit if the Insured dies while covered under this Certificate. The amount of the death benefit is the Certificate Amount on the date of death less any Loans.
Proof of Death	We will pay the death benefit within thirty (30) days after We receive satisfactory Proof of loss at Our Home Office of the Insured's death. If We wait more than thirty (30) days to pay death benefits, interest at the guaranteed rate, or such other rate as may be required by applicable state law if such a rate is greater, will be added for the time We waited.
Suicide Exclusion	If the Insured commits suicide within 2 years (1 year in CO, MO, and ND) after the Issue Date, the amount We pay will be limited. We will return all premiums paid less Loans.

OWNER AND BENEFICIARY

Ownership Rights	You may exercise all the rights and privileges given by this Certificate while the Insured is living. The consent of any Beneficiary who is irrevocably named is needed to exercise any Certificate rights. If You should die, and are not the Insured, the Insured will become the Owner unless You have named a contingent Owner.
Beneficiary	You may designate or change one or more primary Beneficiaries or contingent Beneficiaries while the Insured is living in accordance with the Changing the Owner or Beneficiary provision. When the insured dies We will pay the proceeds to the primary Beneficiary. If no primary Beneficiary is then living, We will pay the proceeds to the contingent Beneficiary. If no Beneficiaries survive the Insured, You will be the Beneficiary unless You are the Insured. If You are the Insured, We will pay to Your estate. If either class of Beneficiaries includes two or more persons, proceeds will be payable in equal shares to those who survive the Insured, or all to the last survivor. You may direct a different method by Notice to Us while the Insured is living.
Changing the Owner or Beneficiary	You may change the Owner or Beneficiary by Notice To Us (unless You have previously given up this right by prior Notice to Us). A change of Owner will not, of itself change the Beneficiary. The change will be subject to any assignment of this Certificate or other legal restrictions. Such change will then take effect on the date it was signed, or the date specified in the Notice to Us. It will not apply to any payments made by Us or action taken by Us before Notice to Us.
Assignments	You may transfer ownership rights to someone else. The assignment is not binding on Us until We receive a signed copy of it at Our Home Office. We are not responsible for the validity of any assignment. Your rights and the interest of any Beneficiary or any other person will be subject to the assignment.

CERTIFICATE VALUES

Cash Value	The Schedule shows the Cash Value at the end of the Certificate Year. Any Cash Value not shown will be furnished on request. We will determine the Cash Value as of a date within a Certificate Year with due allowance for time elapsed.
Surrender Benefits	The Certificate may be surrendered for its Net Cash Value at any time before the Insured dies. Surrender will take effect on the date of Notice To Us or the date specified in the Notice To Us.
Payment of Surrender Benefits	The Net Cash Value will be paid in one sum. We may delay paying the Net Cash Value for up to six (6) months after Notice To Us.

LOAN PROVISIONS

Loans	You may obtain a Loan from Us while this Certificate is in force. This Certificate is the only security needed for a Loan. We will make a Loan only after We receive a request signed by You. We may delay granting any Loan for up to six (6) months.
Loan Interest	The interest rate on Loans is 8% per year. Interest is due in arrears on each Certificate Anniversary. If not paid when due, interest will be added to the Loan and will bear interest at the same rate.
Loan Repayment	Loans may be repaid in full or in part at any time. Loans will be deducted from the Certificate Amount when calculating the death benefit.
Maximum Loan Value	<p>The Maximum Loan Value is equal to:</p> <ul style="list-style-type: none"> • the Cash Value; • PLUS dividend credits, if any; • MINUS one year of Loan interest; • MINUS any existing loans including any accrued Loan interest. <p>We will terminate this Certificate if the Net Cash Value is reduced to zero. We will mail a written notice of termination to You and any assignee shown in Our records at their last known address. This Certificate will terminate 31 days after We send the notice unless We receive an amount that will increase the Maximum Loan Value to a positive amount.</p>

GENERAL PROVISIONS

Contract	This Certificate is a legal contract between the Owner and the Company. The entire contract consists of the Group Policy, the application for the Group Policy, this Certificate and the attached enrollment form, any supplemental applications or amendments, and any attached riders and endorsements to the Group Policy or the Certificate. We have issued this Certificate in return for the enrollment form and the payment of the premium. Any change or waiver of its terms must be in writing and signed by Our President or Secretary to be effective. No agent can alter or waive any provision of this contract.
Representations and Contestability	We rely on all statements made by or for the Insured in an enrollment form. Legally, these statements are representations and not warranties except in the case of fraud. We will not use any statement to contest the validity or to deny a claim unless it is written in the attached enrollment form or reinstatement application. For statements made in the enrollment form, We will not contest this Certificate after it has been in force for two years from the Issue Date, during the lifetime of the Insured. For statements made in a reinstatement application, We will not contest the Certificate after it has been in force for two years from the Reinstatement Date during the lifetime of the Insured. We may contest the death benefit at any time for non-payment of premiums.
Age and Sex	If the date of birth or sex of the Insured given in the enrollment form is not correct, We will change all amounts payable to the amounts which the premiums paid would have purchased at the correct Age or sex.
Reinstatement	The Certificate may be put back in full force within five (5) years of the termination date unless it was surrendered for its Net Cash Value. All loans must be paid or reinstated with interest at 8% per year from the termination date. Evidence of insurability may be required.
Dividends	As long as this Certificate is in force, You will receive the dividends We declare, if any, in cash annually.

TERMINATION AND CONTINUATION

Termination of Insurance	<p>Coverage under a Certificate will end on the earliest of the following:</p> <ol style="list-style-type: none"> (1) the date the Insured dies; (2) the date the Certificate is surrendered for cash; or (3) the date the Net Cash Value is equal to or less than zero.
Continuation of Insurance	Notwithstanding termination of the Group Policy or termination of acceptance of new Insureds, the rights and benefits of all Certificate Owners shall continue. Should the Group Policy terminate, this Certificate, if then in force, shall be deemed converted to an individual policy. Coverage will continue in force according to the terms of the Certificate.

TERMINATION AND CONTINUATION (continued)

Termination of New Coverage	At any time upon at least ninety (90) days prior written notice to the other, the Policyholder or the Company may terminate the acceptance of new Insureds under the Group Policy.
Termination of Group Policy	The Group Policy will terminate upon the earlier of: (1) the date specified by Us or the Policyholder; or (2) the date the Policyholder is no longer in existence.

BASIS OF VALUES

We use the rates from the Mortality Table shown in the Schedule to compute the Cash or Loan Values. The Cash or Loan Values are shown in the Schedule.

Our calculations are based on curtate functions and immediate payment of death claims. We have filed a detailed statement of the method We use to compute Certificate values with the state where the Group Policy was delivered. All these values and benefits are equal to or greater than those required by the laws of that state.

**Please refer to any attached applications or riders for additional Contract language.
This marks the end of the base Contract language.**



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 Madison WI 53701-1191 • Phone 800-988-0826

LIMITED PAY GROUP WHOLE LIFE CERTIFICATE

AGREEMENT	<p>This insurance Certificate describes the terms and conditions of the group life insurance for the Certificate Owner and Insured named on the Schedule.</p> <p>The death benefit will be paid to the Certificate Beneficiary upon the death of the Insured subject to the terms of this Certificate including any assignment of rights or benefits made by You. If this Certificate is assigned in connection with a prearranged funeral plan, cancellation of the prearranged funeral plan does not automatically cancel the Certificate.</p> <p>For information or service on this Certificate, please contact Your agent representing National Guardian Life Insurance Company or Our Home Office in Madison, Wisconsin.</p>
30-DAY RIGHT TO CANCEL	<p>You can cancel this Certificate by delivering, mailing or wiring a written notice to National Guardian Life Insurance Company, PO Box 1191, Madison, WI 53701-1191 and by returning the Certificate before midnight of the thirtieth (30th) day after the date You receive this Certificate. Notice given by mail and return of the Certificate by mail are effective on being postmarked, properly addressed and postage prepaid. We will return all payments made for this Certificate to You within ten (10) days after We receive notice of cancellation and the returned Certificate. If We do not return all premiums within thirty (30) days from the date of cancellation, We will pay interest from the date of cancellation as required by the law of Your state.</p> <p style="text-align: center;">THIS IS A LEGAL CONTRACT BETWEEN YOU AND US READ YOUR CONTRACT CAREFULLY.</p>

Executed at Madison, Wisconsin on the Issue Date.


 Secretary


 President

**Premiums Payable For Premium Paying Period Specified On The Schedule Or Until Prior Death
 Participating**

GUIDE TO YOUR CERTIFICATE			
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Death Benefit	4	Basis of Values	6

SCHEDULE OF BENEFITS AND PREMIUMS

CERTIFICATE NUMBER: [NPL000000] ISSUE DATE: [OCTOBER 1, 2011]

GROUP POLICY NUMBER: [GPN 2011-15]

Plan	Certificate Amount	Annual Premium	Premium Paying Period	Maturity Date
Limited Pay Whole Life	\$5,000.00	\$805.00	[10 Years]	Life

Premium Mode:	Annually	Semi-annually	Quarterly	Monthly	EFT Monthly
Premium Payable:	\$805.00	\$402.50	\$201.25	\$67.08	\$67.08
*Total Annual Cost:	\$805.00	\$805.00	\$805.00	\$805.00	\$805.00
*Total Extra Annual Cost:	0	\$0.00	\$0.00	\$0.00	\$0.00

*Note: Total Extra Annual Cost is the additional cost each year for Your Certificate if You pay Your premium other than annually.

Guaranteed Values

Figures do not include future growth, if any.

<u>End of Certificate Year</u>	<u>Cash Value</u>	<u>Reduced Paid-Up Life Insurance</u>
1	[0.00]	[0.00]
2	[64.36]	[309.70]
3	[207.63]	[960.44]
4	[357.52]	[1,590.05]
5	[514.30]	[2,199.75]
6	[678.26]	[2,790.88]
7	[849.78]	[3,364.98]
8	[1,029.29]	[3,923.56]
9	[1,217.19]	[4,468.06]
10	[1,413.99]	[5,000.00]
11	[1,467.40]	[5,000.00]
12	[1,522.32]	[5,000.00]
13	[1,578.84]	[5,000.00]
14	[1,636.96]	[5,000.00]
15	[1,696.67]	[5,000.00]
16	[1,757.94]	[5,000.00]
17	[1,820.63]	[5,000.00]
18	[1,884.68]	[5,000.00]
19	[1,949.93]	[5,000.00]
20	[2,016.32]	[5,000.00]
Age 55	[2,016.32]	[5,000.00]
Age 60	[2,365.32]	[5,000.00]
Age 65	[2,737.15]	[5,000.00]

Declared Annual Growth Rate: Declared Annual Growth Rate; Non-Guaranteed
 Loan Interest Rate: 8.00% Annually In Arrears
 Guaranteed Basis Of Cash Values and Paid-Up Insurance:
 Mortality Table: 1980 CSO Sex Distinct Age Last Birthday
 Interest Rate: [5.00%]
 Method: Standard Nonforfeiture Law Minimum

Insured: John Doe
 Age: 35 Male
 Beneficiary: As Stated In The Enrollment Form Or Last Recorded Endorsement
 Owner: John Doe

DEFINITIONS

Age	The Insured's Age last birthday on the Issue Date is shown on the Schedule. If the Insured's birthday is on the Issue Date, the Age shown will be the age on that birthday. Any other Age, like Age 65, means the Certificate Anniversary right after such age last birthday.
Beneficiary	The person(s) or entity named on Our records to receive the death benefit at the Insured's death. The Beneficiary may be changed as explained in the Certificate.
Certificate	The group life insurance certificate which evidences the Insured's coverage under the Group Policy.
Certificate Amount	The initial Certificate Amount is shown on the Schedule. The Certificate Amount may be increased on each Certificate Anniversary by an amount equal to the initial Certificate Amount multiplied by the Declared Annual Growth Rate.
Certificate Anniversary	The same date each year as the Issue Date of this Certificate.
Certificate Year	The period between the Issue Date and the first Certificate Anniversary, or from one Certificate Anniversary to another.
Company	Refers to National Guardian Life Insurance Company.
Declared Annual Growth Rate	The Declared Annual Growth Rate is set by and may be changed by the Company from time to time. The Declared Annual Growth Rate is not guaranteed.
Group Policy	The group life insurance issued to the Policyholder. The Group Policy Number is shown on the Schedule.
Home Office	Our Home Office at the following address: National Guardian Life Insurance Company Two East Gilman Street PO Box 1191 Madison, Wisconsin 53701-1191
Insured	The person named as Insured on the Schedule whose life is insured by this Certificate. The Insured may or may not be the Owner.
Issue Date	The date coverage is effective for this Certificate as shown on the Schedule. It is the date used to determine the suicide and contestable periods, the Certificate Anniversary and the Certificate Year.
Loans	Any amount owed Us as a result of a loan on a Certificate, including unpaid, accrued interest.
Member	A member of the Policyholder.
Net Cash Value	The Cash Value less any Loans.
Notice To Us	Written request or notice received at Our Home Office in a form which meets Our needs.
Owner	The person or entity who owns the Certificate as shown on Our records. The Owner has all the rights in this Certificate while the Insured is living.
Policyholder	The group to whom the Group Policy is issued (or its assignee or successor) for the purpose of insuring its Members.
Premium Paying Period	The number of years during which premiums are payable, as shown on the Schedule.
Proof	Evidence satisfactory to Us for insurability or for other matters which require Proof.
Reinstatement Date	The date We approve the application for reinstatement of a Certificate.
Schedule	The Schedule of Benefits and Premiums on Page 2. It includes any amended Certificate Schedule or endorsement sent to You by Us.
We, Our, and Us	National Guardian Life Insurance Company.
You and Your	The Owner of this Certificate.

CERTIFICATES

Eligibility	Only a Member and the Member's spouse are eligible for insurance coverage under the Group Policy.
Insurability	We may require evidence of insurability for any Member or Member's spouse to be insured under the Group Policy.

PREMIUM PAYMENT

Premiums	The payments needed to keep this Certificate in full force. Premiums for this Certificate are shown on the Schedule. They are payable during the Premium Paying Period. Pay each premium at Our Home Office or to any person We authorize to collect premiums.
Premium Due Dates	Premiums are payable in advance during the Insured's lifetime. The first one is due on the Issue Date. Each subsequent premium is due when the period covered by the preceding premium ends. Premiums may be paid in any mode shown on the Schedule.
Grace Period	We will keep this Certificate in full force for 31 days after each premium due date. Any past due premium will be deducted from the benefits payable if the Insured dies within the grace period.
Lapse or Termination	If the premium is not paid by the end of 31 days after the due date, the Certificate will terminate as of the due date, unless it has Net Cash Value. If it has Net Cash Value, the Lapse Benefits will then apply.
Reinstatement	The Certificate may be put back in full force within five (5) years of the lapse date unless it was surrendered for its Net Cash Value. All overdue premiums must be paid with interest at 6% per year from the due date to the Reinstatement Date. All loans must be paid or reinstated with interest at the rate of 8% per year from the date of lapse. Evidence of insurability may be required.

DEATH BENEFIT

Amount of Death Benefit	We pay a benefit if the Insured dies while covered under this Certificate. The amount of the death benefit is the Certificate Amount on the date of death less any Loans.
Proof of Death	We will pay the death benefit within thirty (30) days after We receive satisfactory Proof of loss at Our Home Office of the Insured's death. If We wait more than thirty (30) days to pay death benefits, interest at the guaranteed rate, or such other rate as may be required by applicable state law if such a rate is greater, will be added for the time We waited.
Unearned Premium Refund	We refund any unearned premium at the time of the Insured's death. It is paid to the Beneficiary. Unearned premium is any amount paid beyond the month of the Insured's death.
Suicide Exclusion	If the Insured commits suicide within 2 years after the Issue Date, the amount We pay will be limited. We will return all premiums paid less Loans.

OWNER AND BENEFICIARY

Ownership Rights	You may exercise all the rights and privileges given by this Certificate while the Insured is living. The consent of any Beneficiary who is irrevocably named is needed to exercise any Certificate rights. If You should die, and are not the Insured, the Insured will become the Owner unless You have named a contingent Owner.
Beneficiary	You may designate or change one or more primary Beneficiaries or contingent Beneficiaries while the Insured is living in accordance with the Changing the Owner or Beneficiary provision. When the insured dies We will pay the proceeds to the primary Beneficiary. If no primary Beneficiary is then living, We will pay the proceeds to the contingent Beneficiary. If no Beneficiaries survive the Insured, You will be the Beneficiary unless You are the Insured. If You are the Insured, We will pay to Your estate. If either class of Beneficiaries includes two or more persons, proceeds will be payable in equal shares to those who survive the Insured, or all to the last survivor. You may direct a different method by Notice to Us while the Insured is living.
Changing the Owner or Beneficiary	You may change the Owner or Beneficiary by Notice To Us (unless You have previously given up this right by prior Notice to Us). A change of Owner will not, of itself change the Beneficiary. The change will be subject to any assignment of this Certificate or other legal restrictions. Such change will then take effect on the date it was signed, or the date specified in the Notice to Us. It will not apply to any payments made by Us or action taken by Us before Notice to Us.
Assignments	You may transfer ownership rights to someone else. The assignment is not binding on Us until We receive a signed copy of it at Our Home Office. We are not responsible for the validity of any assignment. Your rights and the interest of any Beneficiary or any other person will be subject to the assignment.

CERTIFICATE VALUES

Cash Value	<p>The Schedule shows the Cash Value at the end of each Certificate Year for which premiums have been paid. Any Cash Value not shown will be furnished on request. We will determine the Cash Value as of a date within a Certificate Year with due allowance for time elapsed and premium paid.</p> <p>The Cash Value within 60 days after the date of lapse will be the same as it was on that date. The Cash Value after 60 days from the date of lapse, while the Certificate is continued in force as Reduced Paid-Up Life Insurance, will be the net single premium based upon the mortality table and interest rate shown on the Schedule for the Certificate Cash Values.</p>
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CERTIFICATE VALUES (continued)

Lapse Benefits	The Certificate will lapse as of the due date of any premium not paid by the end of the 31-day grace period. If there is Net Cash Value, You have two options. You may surrender the Certificate for its Net Cash Value, or You may continue insurance under the Reduced Paid-Up Life Insurance option. However, if the amount of Reduced Paid-Up Life Insurance is less than \$500, We reserve the right to terminate the Certificate and pay You the Net Cash Value in cash.
Surrender Benefits	The Certificate may be surrendered for its Net Cash Value at any time before the Insured dies. Surrender will take effect on the date of Notice To Us or the date specified in the Notice To Us.
Payment of Surrender Benefits	The Net Cash Value will be paid in one sum. We may delay paying the Net Cash Value for up to six (6) months after Notice To Us.
Reduced Paid-Up Life Insurance	This is a level amount of paid-up insurance for the lifetime of the Insured. It is the amount purchased by the Net Cash Value on the date of lapse. While this Certificate is in force as Reduced Paid-Up Life Insurance, all rights granted by it are still available, unless this Certificate states otherwise.

LOAN PROVISIONS

Loans	You may obtain a Loan from Us while this Certificate is in force. This Certificate is the only security needed for a Loan. We will make a Loan only after We receive a request signed by You. We may delay granting any Loan for up to six (6) months except when made to pay premiums.
Loan Interest	The interest rate on Loans is 8% per year. Interest is due in arrears on each Certificate Anniversary. If not paid when due, interest will be added to the Loan and will bear interest at the same rate.
Loan Repayment	Loans may be repaid in full or in part at any time. Loans will be deducted from the Certificate Amount when calculating the death benefit.
Maximum Loan Value	<p>The Maximum Loan Value is equal to:</p> <ul style="list-style-type: none">• the Cash Value;• PLUS dividend credits, if any;• MINUS one year of Loan interest;• MINUS any existing loans including any accrued Loan interest. <p>We will terminate this Certificate if the Net Cash Value is reduced to zero. We will mail a written notice of termination to You and any assignee shown in Our records at their last known address. This Certificate will terminate 31 days after We send the notice unless We receive an amount that will increase the Maximum Loan Value to a positive amount.</p>

GENERAL PROVISIONS

Contract	This Certificate is a legal contract between the Owner and the Company. The entire contract consists of the Group Policy, the application for the Group Policy, this Certificate and the attached enrollment form, any supplemental applications or amendments, and any attached riders and endorsements to the Group Policy or the Certificate. We have issued this Certificate in return for the enrollment form and the payment of the premium. Any change or waiver of its terms must be in writing and signed by Our President or Secretary to be effective. No agent can alter or waive any provision of this contract.
Representations and Contestability	We rely on all statements made by or for the Insured in an enrollment form. Legally, these statements are representations and not warranties except in the case of fraud. We will not use any statement to contest the validity or to deny a claim unless it is written in the attached enrollment form or reinstatement application. For statements made in the enrollment form, We will not contest this Certificate after it has been in force for two years from the Issue Date, during the lifetime of the Insured. For statements made in a reinstatement application, We will not contest the Certificate after it has been in force for two years from the Reinstatement Date during the lifetime of the Insured. We may contest the death benefit at any time for non-payment of premiums.
Age and Sex	If the date of birth or sex of the Insured given in the enrollment form is not correct, We will change all amounts payable to the amounts which the premiums paid would have purchased at the correct Age or sex.
Dividends	As long as this Certificate is in force, You will receive the dividends We declare, if any, in cash annually.

TERMINATION AND CONTINUATION

Termination of Insurance	Coverage under a Certificate will end on the earliest of the following: (1) the date the Insured dies; (2) the date the Certificate is surrendered for cash; or (3) the date the Net Cash Value is equal to or less than zero.
Continuation of Insurance	Notwithstanding termination of the Group Policy or termination of acceptance of new Insureds, the rights and benefits of all Certificate Owners shall continue. Should the Group Policy terminate, this Certificate, if then in force, shall be deemed converted to an individual policy. Coverage will continue in force according to the terms of the Certificate.
Termination of New Coverage	At any time upon at least ninety (90) days prior written notice to the other, the Policyholder or the Company may terminate the acceptance of new Insureds under the Group Policy.
Termination of Group Policy	The Group Policy will terminate upon the earlier of: (1) the date specified by Us or the Policyholder; or (2) the date the Policyholder is no longer in existence.

BASIS OF VALUES

We use the rates from the Mortality Table shown in the Schedule to compute the Cash or Loan Values. The Cash or Loan Values are shown in the Schedule.

Our calculations are based on curtate functions and immediate payment of death claims. We have filed a detailed statement of the method We use to compute Certificate values with the state where the Group Policy was delivered. All these values and benefits are equal to or greater than those required by the laws of that state.

**Please refer to any attached applications or riders for additional Contract language.
This marks the end of the base Contract language.**



A Mutual Company Incorporated in 1909
 Two East Gilman Street • PO Box 1191
 Madison WI 53701-1191 • Phone 800-988-0826

GRADED DEATH BENEFIT GROUP WHOLE LIFE CERTIFICATE

AGREEMENT	<p>This insurance Certificate describes the terms and conditions of the group life insurance for the Certificate Owner and Insured named on the Schedule.</p> <p>The death benefit will be paid to the Certificate Beneficiary upon the death of the Insured subject to the terms of this Certificate including any assignment of rights or benefits made by You. If this Certificate is assigned in connection with a prearranged funeral plan, cancellation of the prearranged funeral plan does not automatically cancel the Certificate.</p> <p>For information or service on this Certificate, please contact Your agent representing National Guardian Life Insurance Company or Our Home Office in Madison, Wisconsin.</p>
30-DAY RIGHT TO CANCEL	<p>You can cancel this Certificate by delivering, mailing or wiring a written notice to National Guardian Life Insurance Company, PO Box 1191, Madison, WI 53701-1191 and by returning the Certificate before midnight of the thirtieth (30th) day after the date You receive this Certificate. Notice given by mail and return of the Certificate by mail are effective on being postmarked, properly addressed and postage prepaid. We will return all payments made for this Certificate to You within ten (10) days after We receive notice of cancellation and the returned Certificate. If We do not return all premiums within thirty (30) days from the date of cancellation, We will pay interest from the date of cancellation as required by the law of Your state.</p> <p style="text-align: center;">THIS IS A LEGAL CONTRACT BETWEEN YOU AND US READ YOUR CONTRACT CAREFULLY.</p>

Executed at Madison, Wisconsin on the Issue Date.

Sherril A. Kienack
 Secretary

Mark Z. Solwend
 President

Death Benefit Limited During The First Two Years

First Year Benefit Equal To 30% of the Initial Certificate Amount

Second Year Benefit Equal To 70% of the Initial Certificate Amount

Full Death Benefit After Two Years

Premiums Payable for the Premium Paying Period or Until Prior Death

Participating

GUIDE TO YOUR CERTIFICATE			
30-Day Right to Cancel	1	Owner and Beneficiary	4,5
Schedule of Benefits and Premiums	2	Certificate Values	5
Definitions	3	Loan Provisions	5
Certificates	3	General Provisions	6
Premium Payment	4	Termination and Continuation	6
Death Benefit	4	Basis of Values	6

SCHEDULE OF BENEFITS AND PREMIUMS

CERTIFICATE NUMBER: [NPL000000] ISSUE DATE: [MAY 1, 2012]

GROUP POLICY NUMBER: GPN 2012-02

<u>Plan</u>	<u>Certificate Year</u>	<u>Death Benefit</u>	<u>Annual Premium</u>	<u>Premium Paying Period</u>	<u>Maturity Date</u>
Graded Death Benefit Whole Life Certificate	1	30% of Certificate Amount	\$850.00	[10]	Life
	2	70% of Certificate Amount			
	3 and later	[\$5,000]			

*Benefit shown is based on the initial Certificate Amount, not including future growth, if any. Limited death benefit during the first 2 Years. See Page 4 for a Detailed Explanation.

Premium Mode:	Annually	Semi-annually	Quarterly	Monthly	EFT Monthly
Premium Payable:	\$850.00	\$425.00	\$212.50	\$70.83	\$70.83
**Total Annual Cost:	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00
**Total Extra Annual Cost:	0	\$0.00	\$0.00	\$0.00	\$0.00

**Note: Total Extra Annual Cost is the additional cost each year for your certificate if you pay your premium other than annually.

Guaranteed Values

Figures based on initial Certificate Amount not including future growth, if any.

<u>End of Certificate Year</u>	<u>Cash Value</u>	<u>Reduced Paid-Up Life Insurance</u>
1	[0.00]	[0.00]
2	[78.90]	[379.65]
3	[220.65]	[1,020.65]
4	[368.95]	[1,640.90]
5	[524.05]	[2,241.50]
6	[686.25]	[2,823.80]
7	[855.95]	[3,389.35]
8	[1,033.50]	[3,939.60]
9	[1,219.35]	[4,476.00]
10	[1,414.00]	[5,000.00]
11	[1,467.40]	[5,000.00]
12	[1,522.30]	[5,000.00]
13	[1,578.85]	[5,000.00]
14	[1,636.95]	[5,000.00]
15	[1,696.65]	[5,000.00]
16	[1,757.95]	[5,000.00]
17	[1,820.65]	[5,000.00]
18	[1,884.70]	[5,000.00]
19	[1,949.95]	[5,000.00]
20	[2,016.30]	[5,000.00]

Initial Certificate Amount	\$[5,000]
Declared Annual Growth Rate:	As Determined by the Company; Non-Guaranteed
Certificate Loan Interest Rate:	8.00% Annually In Arrears
Guaranteed Basis Of Values and Paid-Up Insurance:	
Mortality Table:	1980 CSO Sex Distinct Age Last Birthday
Interest Rate:	[5.00%]
Method:	Standard Nonforfeiture Law Minimum
Insured:	[John Doe]
Age:	[35 Male]
Beneficiary:	As Stated In The Enrollment Form Or Last Recorded Endorsement
Certificate Owner:	[John Doe]

DEFINITIONS

Age	The Insured's Age last birthday on the Issue Date is shown on the Schedule. If the Insured's birthday is on the Issue Date, the Age shown will be the age on that birthday. Any other Age, like Age 65, means the Certificate Anniversary right after such age last birthday.
Beneficiary	The person(s) or entity named on Our records to receive the death benefit at the Insured's death. The Beneficiary may be changed as explained in the Certificate.
Certificate	The group life insurance certificate which evidences the Insured's coverage under the Group Policy.
Certificate Amount	The initial Certificate Amount is shown on the Schedule. The Certificate Amount may be increased on each Certificate Anniversary by an amount equal to the initial Certificate Amount multiplied by the Declared Annual Growth Rate.
Certificate Anniversary	The same date each year as the Issue Date of this Certificate.
Certificate Year	The period between the Issue Date and the first Certificate Anniversary, or from one Certificate Anniversary to another.
Company	Refers to National Guardian Life Insurance Company.
Declared Annual Growth Rate	The Declared Annual Growth Rate is set by and may be changed by the Company from time to time. The Declared Annual Growth Rate is not guaranteed.
Group Policy	The group life insurance issued to the Policyholder. The Group Policy Number is shown on the Schedule.
Home Office	Our Home Office at the following address: National Guardian Life Insurance Company Two East Gilman Street PO Box 1191 Madison, Wisconsin 53701-1191
Insured	The person named as Insured on the Schedule whose life is insured by this Certificate. The Insured may or may not be the Owner.
Issue Date	The date coverage is effective for this Certificate as shown on the Schedule. It is the date used to determine the suicide and contestable periods, the Certificate Anniversary and the Certificate Year.
Loans	Any amount owed Us as a result of a loan on a Certificate, including unpaid, accrued interest.
Member	A member of the Policyholder.
Net Cash Value	The Cash Value less any Loans.
Notice To Us	Written request or notice received at Our Home Office in a form which meets Our needs.
Owner	The person or entity who owns the Certificate as shown on Our records. The Owner has all the rights in this Certificate while the Insured is living.
Policyholder	The group to whom the Group Policy is issued (or its assignee or successor) for the purpose of insuring its Members.
Premium Paying Period	The number of years during which premiums are payable, as shown on the Schedule.
Proof	Evidence satisfactory to Us for insurability or for other matters which require Proof.
Reinstatement Date	The date We approve the application for reinstatement of a Certificate.
Schedule	The Schedule of Benefits and Premiums on Page 2. It includes any amended Certificate Schedule or endorsement sent to You by Us.
We, Our, and Us	National Guardian Life Insurance Company.
You and Your	The Owner of this Certificate.

CERTIFICATES

Eligibility	Only a Member and the Member's spouse are eligible for insurance coverage under the Group Policy.
Insurability	We may require evidence of insurability for any Member or Member's spouse to be insured under the Group Policy.

PREMIUM PAYMENT

Premiums	The payments needed to keep this Certificate in full force. Premiums for this Certificate are shown on the Schedule. They are payable during the Premium Paying Period. Pay each premium at Our Home Office or to any person We authorize to collect premiums.
Premium Due Dates	Premiums are payable in advance during the Insured's lifetime. The first one is due on the Issue Date. Each subsequent premium is due when the period covered by the preceding premium ends. Premiums may be paid in any mode shown on the Schedule.
Grace Period	We will keep this Certificate in full force for 31 days after each premium due date. Any past due premium will be deducted from the benefits payable if the Insured dies within the grace period.
Lapse or Termination	If the premium is not paid by the end of 31 days after the due date, the Certificate will terminate as of the due date, unless it has Net Cash Value. If it has Net Cash Value, the Lapse Benefits will then apply.
Reinstatement	The Certificate may be put back in full force within five (5) years of the lapse date unless it was surrendered for its Net Cash Value. All overdue premiums must be paid with interest at 6% per year from the due date to the Reinstatement Date. All loans must be paid or reinstated with interest at the rate of 8% per year from the date of lapse. Evidence of insurability may be required.

DEATH BENEFIT

Amount of Death Benefit	<p>We pay a death benefit if the Insured dies while covered under this Certificate. Loans will be deducted from any amount payable as a death benefit.</p> <p>If the Insured dies within two (2) years of the Issue Date the death benefit We pay will be limited. This limited death benefit is paid as follows:</p> <ul style="list-style-type: none">• If the Insured dies during the first Certificate Year, the death benefit is equal to 30% of the Initial Certificate Amount.• If the Insured dies during the second Certificate Year, the death benefit is equal to 70% of the Certificate Amount on the date of death. <p>If the Insured dies two years or more after the Issue Date, the death benefit is the Certificate Amount on the date of death.</p>
Proof of Death	We will pay the death benefit within thirty (30) days after We receive satisfactory Proof of loss at Our Home Office of the Insured's death. If We wait more than thirty (30) days to pay death benefits, interest at the guaranteed rate, or such other rate as may be required by applicable state law if such a rate is greater, will be added for the time We waited.
Unearned Premium Refund	We refund any unearned premium at the time of the Insured's death. It is paid to the Beneficiary. Unearned premium is any amount paid beyond the month of the Insured's death.
Suicide Exclusion	If the Insured commits suicide within 2 years after the Issue Date, the amount We pay will be limited. We will return all premiums paid less Loans.

OWNER AND BENEFICIARY

Ownership Rights	You may exercise all the rights and privileges given by this Certificate while the Insured is living. The consent of any Beneficiary who is irrevocably named is needed to exercise any Certificate rights. If You should die, and are not the Insured, the Insured will become the Owner unless You have named a contingent Owner.
Beneficiary	You may designate or change one or more primary Beneficiaries or contingent Beneficiaries while the Insured is living in accordance with the Changing the Owner or Beneficiary provision. When the insured dies We will pay the proceeds to the primary Beneficiary. If no primary Beneficiary is then living, We will pay the proceeds to the contingent Beneficiary. If no Beneficiaries survive the Insured, You will be the Beneficiary unless You are the Insured. If You are the Insured, We will pay to Your estate. If either class of Beneficiaries includes two or more persons, proceeds will be payable in equal shares to those who survive the Insured, or all to the last survivor. You may direct a different method by Notice to Us while the Insured is living.

OWNER AND BENEFICIARY (continued)

Changing the Owner or Beneficiary	You may change the Owner or Beneficiary by Notice To Us (unless You have previously given up this right by prior Notice to Us). A change of Owner will not, of itself change the Beneficiary. The change will be subject to any assignment of this Certificate or other legal restrictions. Such change will then take effect on the date it was signed, or the date specified in the Notice to Us. It will not apply to any payments made by Us or action taken by Us before Notice to Us.
Assignments	You may transfer ownership rights to someone else. The assignment is not binding on Us until We receive a signed copy of it at Our Home Office. We are not responsible for the validity of any assignment. Your rights and the interest of any Beneficiary or any other person will be subject to the assignment.

CERTIFICATE VALUES

Cash Value	<p>The Schedule shows the Cash Value at the end of each Certificate Year for which premiums have been paid. Any Cash Value not shown will be furnished on request. We will determine the Cash Value as of a date within a Certificate Year with due allowance for time elapsed and premium paid.</p> <p>The Cash Value within 60 days after the date of lapse will be the same as it was on that date. The Cash Value after 60 days from the date of lapse, while the Certificate is continued in force as Reduced Paid-Up Life Insurance, will be the net single premium based upon the mortality table and interest rate shown on the Schedule for the Certificate Cash Values.</p>
Lapse Benefits	The Certificate will lapse as of the due date of any premium not paid by the end of the 31-day grace period. If there is Net Cash Value, You have two options. You may surrender the Certificate for its Net Cash Value, or You may continue insurance under the Reduced Paid-Up Life Insurance option. However, if the amount of Reduced Paid-Up Life Insurance is less than \$500, We reserve the right to terminate the Certificate and pay You the Net Cash Value in cash.
Surrender Benefits	The Certificate may be surrendered for its Net Cash Value at any time before the Insured dies. Surrender will take effect on the date of Notice To Us or the date specified in the Notice To Us.
Payment of Surrender Benefits	The Net Cash Value will be paid in one sum. We may delay paying the Net Cash Value for up to six (6) months after Notice To Us.
Reduced Paid-Up Life Insurance	This is a level amount of paid-up insurance for the lifetime of the Insured. It is the amount purchased by the Net Cash Value on the date of lapse. While this Certificate is in force as Reduced Paid-Up Life Insurance, all rights granted by it are still available, unless this Certificate states otherwise.

LOAN PROVISIONS

Loans	You may obtain a Loan from Us while this Certificate is in force. This Certificate is the only security needed for a Loan. We will make a Loan only after We receive a request signed by You. We may delay granting any Loan for up to six (6) months except when made to pay premiums.
Loan Interest	The interest rate on Loans is 8% per year. Interest is due in arrears on each Certificate Anniversary. If not paid when due, interest will be added to the Loan and will bear interest at the same rate.
Loan Repayment	Loans may be repaid in full or in part at any time. Loans will be deducted from the Certificate Amount when calculating the death benefit.
Maximum Loan Value	<p>The Maximum Loan Value is equal to:</p> <ul style="list-style-type: none"> • the Cash Value; • PLUS dividend credits, if any; • MINUS one year of Loan interest; • MINUS any existing loans including any accrued Loan interest. <p>We will terminate this Certificate if the Net Cash Value is reduced to zero. We will mail a written notice of termination to You and any assignee shown in Our records at their last known address. This Certificate will terminate 31 days after We send the notice unless We receive an amount that will increase the Maximum Loan Value to a positive amount.</p>

GENERAL PROVISIONS

Contract	This Certificate is a legal contract between the Owner and the Company. The entire contract consists of the Group Policy, the application for the Group Policy, this Certificate and the attached enrollment form, any supplemental applications or amendments, and any attached riders and endorsements to the Group Policy or the Certificate. We have issued this Certificate in return for the enrollment form and the payment of the premium. Any change or waiver of its terms must be in writing and signed by Our President or Secretary to be effective. No agent can alter or waive any provision of this contract.
Representations and Contestability	We rely on all statements made by or for the Insured in an enrollment form. Legally, these statements are representations and not warranties except in the case of fraud. We will not use any statement to contest the validity or to deny a claim unless it is written in the attached enrollment form or reinstatement application. For statements made in the enrollment form, We will not contest this Certificate after it has been in force for two years from the Issue Date, during the lifetime of the Insured. For statements made in a reinstatement application, We will not contest the Certificate after it has been in force for two years from the Reinstatement Date during the lifetime of the Insured. We may contest the death benefit at any time for non-payment of premiums.
Age and Sex	If the date of birth or sex of the Insured given in the enrollment form is not correct, We will change all amounts payable to the amounts which the premiums paid would have purchased at the correct Age or sex.
Dividends	As long as this Certificate is in force, You will receive the dividends We declare, if any, in cash annually.

TERMINATION AND CONTINUATION

Termination of Insurance	Coverage under a Certificate will end on the earliest of the following: (1) the date the Insured dies; (2) the date the Certificate is surrendered for cash; or (3) the date the Net Cash Value is equal to or less than zero.
Continuation of Insurance	Notwithstanding termination of the Group Policy or termination of acceptance of new Insureds, the rights and benefits of all Certificate Owners shall continue. Should the Group Policy terminate, this Certificate, if then in force, shall be deemed converted to an individual policy. Coverage will continue in force according to the terms of the Certificate.
Termination of New Coverage	At any time upon at least ninety (90) days prior written notice to the other, the Policyholder or the Company may terminate the acceptance of new Insureds under the Group Policy.
Termination of Group Policy	The Group Policy will terminate upon the earlier of: (1) the date specified by Us or the Policyholder; or (2) the date the Policyholder is no longer in existence.

BASIS OF VALUES

We use the rates from the Mortality Table shown in the Schedule to compute the Cash or Loan Values. The Cash or Loan Values are shown in the Schedule.

Our calculations are based on curtate functions and immediate payment of death claims. We have filed a detailed statement of the method We use to compute Certificate values with the state where the Group Policy was delivered. All these values and benefits are equal to or greater than those required by the laws of that state.

**Please refer to any attached applications or riders for additional Contract language.
This marks the end of the base Contract language.**

ENROLLMENT FORM FOR GROUP INSURANCE/ANNUITY

3110PN-AR 05/12 Capstone

National Guardian Life Insurance Company (NGL) - Phone 800.988.0826 - Fax 866.228.9927 Mail Policy To:
Two East Gilman Street - PO Box 1191 - Madison WI 53701-1191

- Agent
- Funeral Home
- Owner (Default)

PROPOSED INSURED/ANNUITANT MALE FEMALE

First Name *MI* *Last Name* *Phone Number* *Social Security Number* *Age* *Date of Birth*

OWNER - Complete only if other than Insured/Annuitant

First Name *MI* *Last Name* *Social Security Number* *Relationship to Insured*

OWNER MAILING ADDRESS

Street Address *City* *State* *Zip* *Email Address*

Funeral Price \$ _____ **Face Amount \$** _____

PAYMENT PLAN Flexible Annuity \$ _____ Single Pay 3 Year 5 Year 7 Year 10 Year

PAYMENT MODE Annual Semi-Annual Quarterly Monthly Direct EFT* MCVISA* *Complete the premium withdrawal authorization

Initial Premium + Multi Pay Premium = Total Premium Amount (with app) **This Policy will fund a:** Burial Cremation Other

\$ _____ \$ _____ \$ _____

STATEMENT OF HEALTH (To be completed by Proposed Insured): Are you currently on oxygen, hospitalized, receiving hospice care, or confined to a nursing home or long term care facility; or during the past two years have you been advised by a medical professional to have any surgical procedure that has not been performed; or have you been treated or are you being treated (including medication) by a medical professional for any of the following diseases or disorders: YES NO

- | | | | |
|--------------------------|-------------------------------------|--|--------------------------------|
| Congestive Heart Failure | Immune System Disorder | Chronic Obstructive Pulmonary (lung) Disease | Amputation (caused by disease) |
| Heart Disease | Cirrhosis of the Liver | Emphysema | Alzheimer's/Dementia |
| Stroke | Drug or Alcohol Dependency | Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease) | |
| Cancer (other than skin) | Kidney failure (including dialysis) | Diabetic Coma/Insulin Shock | |

If the health question is not answered or answered "Yes" and you are applying for a Multi Pay Plan, a Limited Benefit policy will be issued.

DIRECTION FOR PAYMENT OF PROCEEDS (DO NOT COMPLETE UNTIL YOU HAVE READ THE LAST PAGE OF THIS FORM FOR IMPORTANT INFORMATION)

Name of Funeral Provider *Street Address* *City* *State* *Zip*

Name of Primary Beneficiary *Street Address* *City* *State* *Zip* *Relationship to Insured*

APPLICANT SIGNATURES

To the best of my knowledge and belief, the above information is true and complete. I understand that no insurance will be effective until this form is approved and the Policy is issued while the Insured is living. I authorize NGL to share my nonpublic personal information with any Funeral Provider with whom I have a Prefunded Funeral Agreement. If I am the Owner for insurance on the life of the Proposed Insured, I certify that I have an insurable interest in his or her life. **I acknowledge that I have read the fraud warning statement on the last page of this form.**

IRREVOCABLE ASSIGNMENT: I elect to assign this Policy subject to the terms of the Irrevocable Assignment of Policy on the last page of this form. Owner Initials _____ (Initial only if the Policy should be irrevocably assigned.)

Signed At _____ State _____

Signature of Proposed Insured/Annuitant _____ Date _____ Signature of Owner (Required if other than Insured) _____ Date _____

AGENT'S STATEMENT I certify that any information recorded by me on this form is true and accurate to the best of my knowledge.

Agent Signature _____ Agent Name Printed _____ NGL Agent # _____

DIRECTION FOR PAYMENT OF PROCEEDS: By naming a Funeral Provider under the DIRECTION FOR PAYMENT OF PROCEEDS, you agree to the following: NGL is directed to pay an amount not to exceed the death benefit of the Policy to the Funeral Provider named, if any, on the front of this form. NGL will only pay the Funeral Provider upon receipt of proof that funeral merchandise and services have been provided. **You may change these directions at any time before the funeral is provided by giving written notice to NGL.** In the event that NGL rescinds or declines to issue the Policy, you also assign the following to the Funeral Provider: (1) The right to receive the premium paid upon receipt of proof that funeral merchandise and services have been provided; (2) The right to compromise claims; and (3) The right to agree to rescission.

IRREVOCABLE ASSIGNMENT OF POLICY: If initialed, you agree to the following: Assignment of Ownership, Death Benefit and Rescission Rights: The Owner hereby irrevocably assigns to the Funeral Provider named in the Direction for Payment of Proceeds all incidents of ownership of the Policy, the right to receive all or part of the death benefit payable under the Policy upon receipt of proof that the funeral merchandise and services have been provided, and, if the Insurer, for any reason either rescinds or declines to issue a Policy, all rights, including the following: (1) the right to receive the premium paid (upon receipt of proof that the funeral merchandise and services have been provided), (2) the right to compromise claims and (3) the right to agree to rescission.

The Owner acknowledges that by making the assignment irrevocable it cannot be canceled. This assignment does not affect the right of the Owner to cancel the Policy under the Right to Cancel provision. By making this assignment irrevocable, the Owner also acknowledges the following: (1) The assignment of death benefit proceeds is permanent and cannot be changed by the Owner; (2) The Owner has waived all rights under the Policy to surrender for cash, to obtain a loan, to change the Owner or beneficiary, or to receive a refund for any premium paid; and (3) The Owner remains responsible for the payment of all insurance premiums when due.

It is understood and agreed that this irrevocable assignment in no way inhibits the Owner or the next of kin of the Insured from hereafter selecting another Funeral Provider to perform funeral services and provide funeral merchandise in connection with the funeral of the Insured. The Insurer is not a party to this assignment and the sole responsibility of the Insurer is to pay the death benefit proceeds pursuant to the terms of the Policy as amended by this assignment.

ACKNOWLEDGMENT OF PAYMENT: This acknowledges payment from _____ in the amount of \$ _____ in connection with the Policy applied for from NGL. If all of the conditions of the application are met and the application is accepted, a Policy will be issued. If the application is not accepted, the Insurer's only responsibility will be to refund the amount for which this Acknowledgment of Payment was given.

ELECTRONIC CHECK DISCLOSURE: When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. In the event that the payment is not honored, NGL has the right to re-present the transaction. For inquiries please call 1-800-988-0826.

FRAUD WARNING STATEMENTS

For Residents of AR: 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.

SERFF Tracking #:

NGLI-128321601

State Tracking #:

Company Tracking #:

NPNCRTSPAG2011

State:

Arkansas

Filing Company:

National Guardian Life Insurance Company

TOI/Sub-TOI:

L07G Group Life - Whole/L07G.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense

Product Name:

Capstone Annual Growth

Project Name/Number:

/

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR - Required Certification - 3110 et al.pdf			
AR- COR- 3110 et al.pdf			



**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

I, **Mark Neidinger**, an officer of ***National Guardian Life Insurance Company***, hereby certify the following:

- Our company is in compliance with Arkansas Code Ann. 23-79-138. Our policy issue system is set up so that the required notice providing information on the Arkansas Department of Insurance is automatically included with each policy issued in the state of Arkansas.
- In compliance with Regulation 49, our policy issue system automatically generates the required Life and Health Guaranty Association Notice with each policy issued in Arkansas.
- To the best of my information, knowledge and belief the attached filing is in compliance with Rule and Regulation 19 regarding Unfair Sex Discrimination in the Sale of Insurance.

July 31, 2012

Signature

Date

Mark Neidinger

Associate General Counsel – Company Officer

Individual responsible for this filing:

Name: Kim Bolinder

Title: Product Compliance Analyst

Phone #: (608) 443-5335

Email: kabolinder@nglic.com

CERTIFICATION OF READABILITY

I, Mark C. Neidinger, an officer of National Guardian Life Insurance Company, certify that the Flesch scores for the submitted forms are listed below:

Forms	Flesch Scores
NPNCRTSPAG2011	53.9
NPNCRTMPAG2011-AR	55.1
NPNCRTMPAG2011-GDB-AR	57.6
3110PN-AR 05/12	51.8



Signature

July 31, 2012

Date

Mark C. Neidinger

Associate General Counsel and Company Officer