The Independent Order Of Foresters ('Foresters')

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

Insured	John Doe	Certificate Number	1234567
Owner	Jane Smith	Issue Date	August 2, 2020
State Governing	Alaska	Branch Number	1234

Alaska Department of Insurance telephone number 123-456-7890

Foresters Prepared II

ACCIDENTAL DEATH TERM INSURANCE CERTIFICATE.

This is an **ACCIDENT ONLY CERTIFICATE.** It does not pay benefits due to sickness.

The Independent Order of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of this certificate, pay the death benefit upon our receipt of proof of the insured's accidental death.

NONCANCELLABLE AND GUARANTEED RENEWABLE TO AGE 80, this certificate has guaranteed level premiums and, subject to the provisions of this certificate, as long as you pay those premiums, when due, we cannot, prior to the certificate expiry date, cancel the coverage provided by this certificate. Premium amounts and years payable are shown in the *Certificate Data Pages*.

PARTICIPATING, eligible to receive dividends, however dividends are not guaranteed and are not expected or anticipated to be paid by us under this certificate.

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

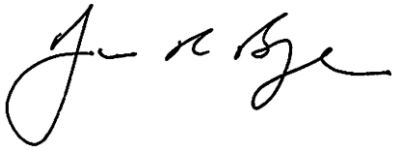
The certificate is executed at our head office on the issue date.

PLEASE READ THIS CERTIFICATE CAREFULLY.

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

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

Executive Secretary



President & Chief Executive Officer

SAMPLE

Foresters Prepared II

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

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

Premiums payable for the certificate and each attached rider, if any, based on an annual payment mode are shown in the *Certificate Data Pages*.

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

Table of Contents

Table of Contents 2
Certificate Data Pages 3
Definitions 7
Consideration 9
Entire Contract 9
When this Certificate is in Effect 9
Control of Insurance Contract 10
Assignment 10
Beneficiaries 10
Payment to Beneficiary 10
Death Benefit 11
    Payment of Death Benefit 11
    Amount of Death Benefit 11
Notice of Claim 11
Claim Forms 12
Proof of Loss 12
Excluded Risks 12
Incontestability 13
Physical Examination and Autopsy 12
Premiums 13
Grace Period 14
Reinstatement 14
Misstatement of Age or Sex 15
Clerical or System Generated Errors 15
Legal Actions 15
Dividends 15
Law Applicable 16
Limiting Effect of our Constitution 16
Suspension or Expulsion 16
Maintenance of Reserves 16
Notification 16

SAMPLE

Certificate Data Pages

Insured	John Doe	Issue Age and Sex of Insured	35 Male
Owner	Jane Smith	Certificate Number	1234567
Issue Date	August 2, 2020	Expiry Date	August 2, 2065
Face Amount	$50,000.00	Branch Number	1234
Total Premium	$25.38	Payment Mode	Monthly
Currency	United States	Years Payable	45

Foresters Prepared II
Accidental Death Term Insurance Certificate

Provides accidental death insurance to the certificate expiry date, subject to the provisions of this certificate, as long as the total premium is paid as described in the *Premiums* provision. This certificate cannot be kept in effect after the certificate expiry date. Premiums for the certificate are level and guaranteed. The first total premium is due on August 2, 2020.

This certificate is eligible to participate in our divisible surplus, however dividends are not guaranteed and are not expected or anticipated to be paid by us under this certificate.

Each beneficiary is designated in the application. A beneficiary designation may change as described in the *Beneficiaries* provision.

Summary of Benefits Provided			
Coverage	Benefit Amount	Expiry Date*	
Foresters Prepared II Face Amount	$50,000	August 2, 2065	
Disability Income Rider (Accident Only)**	$1,000	August 2, 2050	
Return of Premium Rider		August 2, 2065	
Waiver of Premium Rider (Accident Only)		August 2, 2050	

Each rider listed above, if any, is an attachment to the certificate.

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

**The Disability Income Rider (Accident Only) waiting period is 90 days and the maximum benefit period is 24 months.

Premium Schedule		
Coverage	Annual Premium	Years Payable
Foresters Prepared II Face Amount	$123.50	45
Disability Income Rider (Accident Only)	$89.80	30
Return of Premium Rider	$74.66	45
Waiver of Premium Rider (Accident Only)	$2.00	30

To calculate the amount of the premium for the certificate or a rider, for a payment mode other than annual, multiply the annual premium shown for the certificate or that rider by .5100 for semi-annual, .2600 for quarterly and .0875 for monthly.

SAMPLE

	Annual	Semi-Annual	Quarterly	Monthly
Total Premium	$289.96	$147.89	$75.30	$25.38

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

Each total premium shown above includes the applicable certificate fee.

	Annual	Semi-Annual	Quarterly	Monthly
Certificate Fee	$60.00	$30.60	$15.60	$5.25

SAMPLE

Table of Return of Premium Benefit Percentages			
Certificate Anniversary	**Benefit Percentage (%)**	**Certificate Anniversary**	**Benefit Percentage (%)**
1	0.00	24	45.00
2	0.00	25	50.00
3	0.00	26	55.00
4	0.00	27	60.00
5	0.00	28	65.00
6	3.00	29	70.00
7	4.00	30	75.00
8	5.00	31	80.00
9	6.00	32	85.00
10	7.00	33	90.00
11	9.00	34	95.00
12	11.00	35	100.00
13	13.00	36	100.00
14	15.00	37	100.00
15	17.00	38	100.00
16	19.00	39	100.00
17	21.00	40	100.00
18	22.00	41	100.00
19	23.00	42	100.00
20	25.00	43	100.00
21	30.00	44	100.00
22	35.00	45	100.00
23	40.00		

SAMPLE

Table of Return of Premium Values			
Certificate Year	**Benefit Amount ($) (end of Certificate Year)**	**Certificate Year**	**Benefit Amount ($) (end of Certificate Year)**
1	0.00	24	3,289.25
2	0.00	25	3,807.00
3	0.00	26	4,355.21
4	0.00	27	4,933.87
5	0.00	28	5,542.99
6	54.82	29	6,182.57
7	85.28	30	6,852.60
8	121.82	31	7,449.50
9	164.46	32	8,063.92
10	213.19	33	8,695.84
11	301.51	34	9,345.26
12	402.02	35	10,012.20
13	514.71	36	10,187.28
14	639.58	37	10,362.36
15	776.63	38	10,537.44
16	925.86	39	10,712.52
17	1,087.28	40	10,887.60
18	1,206.06	41	11,062.68
19	1,330.93	42	11,237.76
20	1,522.80	43	11,412.84
21	1,918.73	44	11,587.92
22	2,345.11	45	11,763.00
23	2,801.95		

If the Return of Premium Rider is terminated but the certificate remains in effect, the benefit would be paid on the rider payment date, if the insured is alive on that date.

The values shown above are as of the end of the applicable certificate year. The calculation of those values is based upon the information shown in the *Certificate Data Pages* and assumes that the Return of Premium Rider is in effect, the eligible premiums will be paid as due and that no changes will be made to the insurance contract.

Eligible rider(s):

- Disability Income Rider (Accident Only)
- Return of Premium Rider
- Waiver of Premium Rider (Accident Only)

SAMPLE

Definitions

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

Accidental death – Death that:

1. Is caused, directly and independently from all other causes, by an injury that occurs while this certificate is in effect; and
2. Occurs within 180 days of that injury.

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

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

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

Certificate – The cover page and each numbered page that follows it, starting with page number 2 and ending with the page that states, “This is the last page of this certificate”.

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

Certificate Data Pages – The pages marked as the *Certificate Data Pages* within this certificate.

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

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

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

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

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

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

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

Expiry Date – The date shown in the *Certificate Data Pages* as the expiry date for this certificate.

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

Injury - An accidental bodily injury that is the direct result of an accident, independent of an illness, disease, condition or bodily infirmity.

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

SAMPLE

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

Our records – The records at our head office and records stored elsewhere on our behalf, with our consent.

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

State governing – The state shown as the state governing on the cover page, which will be the state that this certificate was issued for delivery in.

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

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

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

SAMPLE

Consideration

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

Entire Contract

The entire contract consists of each of the following:

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

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

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

When this Certificate is in Effect

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

- At least the first total premium was provided on or before the date we delivered this certificate to you and is received by us from the financial institution from which it is to be collected.
- The insurability of the insured did not change between the date the application was signed by the insured and the issue date.
- If required by us you have accepted, and if applicable, signed and returned to us, an amendment to the application, in the manner described within the form used to make such amendment.

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

- The expiry date for this certificate.
- The date of death of the insured.
- The day we receive, as shown in our records, your signed request to end this certificate.
- The day this certificate lapses, as described in the *Grace Period* provision.

This certificate will not be in effect after the earliest of the above dates. This means our liability, under this certificate, ends on that earliest date and no death benefit would be paid, except that the ending of this certificate will not prejudice the payment of the benefit payable for death due to an injury that occurs while this certificate is in effect.

SAMPLE

Control of Insurance Contract

The owner of the insurance contract may exercise the options or rights provided to them under it, unless limited by statute or by the rights of an assignee or irrevocable beneficiary.

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

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

Assignment

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

Beneficiaries

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

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

Payment to Beneficiary

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

SAMPLE

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

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

Death Benefit

Payment of Death Benefit

Subject to the terms and conditions of the entire contract, we will pay the death benefit upon our receipt of due proof of the insured's accidental death.

Interest will be paid on this amount if, and calculated including the interest rate as, required by the insurance laws of the state governing.

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

Amount of Death Benefit

The death benefit is equal to:

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

We do not expect, however, that there will be dividends on deposit.

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

Notice of Claim

Notice of claim for the death benefit must be received by us, at our designated office, within the 30 day period following the date of the accidental death of the insured, or as soon thereafter as reasonably possible. That notice should contain enough information to identify the insured. This requirement can also be met by giving notice to one of our authorized representatives within the time period mentioned above.

SAMPLE

Claim Forms

After we receive notice of claim, we will send you the forms that are to be used to file a claim under this certificate. If you have not received these forms within 15 days after sending us notice of claim, you shall be deemed to have complied with the requirements as to submission of proof of loss upon submitting, within the timeframes described in the *Proof of Loss* provision, written proof as follows:

- The date and nature of the death of the insured.
- The date and nature of the injury that caused that death.

Proof of Loss

You must provide us with written proof of the accidental death of the insured within the 180 day period following the date of that accidental death. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

Physical Examination and Autopsy

If a claim is made under this certificate or a rider, we reserve the right to obtain, at our expense and as reasonably necessary, a physical examination of the insured by a medical professional selected by us. We also reserve the right, at our own expense and where not prohibited by law, to request an autopsy of the insured while a claim for the death benefit is pending.

Excluded Risks

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

- Suicide, attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or driving or riding in an air, land or water vehicle in a race, speed or endurance contest.
- Sky diving, gliding, parachuting, BASE jumping, ultra-lighting, parasailing or bungee jumping.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Virus, disease or infection, regardless of how contracted, other than septic infection occurring through and at the time of an accidental cut or wound.

SAMPLE

- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an injury.
- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of, and at the frequency and dosage prescribed by, a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- Injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:
    - A test or report completed by or at the direction of a medical professional, coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
        1. A narcotic in the body of the insured, regardless of the measurement or quantity.
        2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
    - A medical professional, coroner, law enforcement or government report indicates that, as a result of testing, it was determined that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of alcohol or an intoxicant, above the legal limit, or a narcotic.

  A narcotic does not include a prescribed or legal, non-prescribed drug that was consumed by the insured as recommended by the drug manufacturer and, if a prescribed drug, as instructed by the licensed physician who prescribed, and pharmacy that dispensed, that drug, including restrictions related to the operation of a motorized vehicle.

Incontestability

Except for fraud, we will not contest the validity of this certificate, based upon statements made in the application, after it has been in effect during the lifetime of the insured for two years.

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

Premiums

Premium amounts and the number of years payable for each coverage, on the issue date, are shown in the *Premium Schedule* in the *Certificate Data Pages*.

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

Other than the first total premium, each total premium is due, without notice from us, on the premium due date for that total premium. The premium due dates are based on the payment mode

SAMPLE

in effect. If the payment mode in effect is annual, the premium due dates will be on each certificate anniversary. If the payment mode in effect is more often than annual, these dates will fall on the same day of the month as the issue date, based on that payment mode. For example, if the payment mode in effect is monthly and your issue date is March 4, your premium due dates will be on the 4th of each month.

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

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

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

Grace Period

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

This certificate will lapse as of the end of the 31st day of the grace period if you have not paid us that total premium by that day. Payments received after the grace period will be accepted only if sent by U.S. mail and postmarked during the grace period. Upon lapse, this certificate will no longer be in effect. This means our liability ends.

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

Reinstatement

If this certificate lapses and we, or one of our representatives, authorized by us to accept total premium on a lapsed certificate, accept a total premium without requiring an application for reinstatement to be completed, then the certificate is automatically reinstated, effective as of the date that the total premium is accepted. Our Executive Secretary is the only representative authorized to accept a total premium on a lapsed certificate.

If we require that an application for reinstatement be completed when a total premium on a lapsed certificate is accepted, you will be given a conditional receipt for that premium. If the application for reinstatement is approved by us, the certificate will be reinstated, effective as of the date of that approval. If the application for reinstatement is not approved by us, the certificate will automatically be reinstated, effective the 45th day after the date of the conditional receipt, unless prior to that date we notified you of our disapproval.

SAMPLE

The reinstated certificate only provides coverage for death if the injury occurs after the effective date of the reinstatement. In all other respects your and our rights under the reinstated certificate will be the same as they were immediately before the certificate lapsed, subject to provisions endorsed on or attached to the reinstated certificate, if any.

Misstatement of Age or Sex

If the age or sex of the insured under this certificate is misstated at issue, the face amount and the rider benefit amount(s), if any, will be adjusted either upward or downward. The revised amounts for the certificate and riders, if any, will be that which the premium paid, for that coverage, would have purchased for the correct age and sex, according to our rates in effect on the issue date. If the correct age of the insured is such that coverage would not have been available on the issue date, then our liability is limited to a refund of premiums paid.

Clerical or System Generated Errors

A clerical or system generated error within the insurance contract or a bill, notification or other correspondence we send to you with respect to the insurance contract, will neither:

1. Deprive you of any benefit that we intended to provide and that you are entitled to; nor
2. Provide you with any additional benefit that we did not intend to provide.

Such errors could include, but are not limited to, overstated or understated benefits, values or premium amounts.

Legal Actions

No action at law or in equity shall be brought to recover on this certificate, or a rider, until at least 60 days after the date that written proof of loss has been provided as required. No such action shall be brought more than three years after the date written proof of loss is required to be furnished.

Dividends

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

1. Have the dividend paid in cash.
2. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than one-half percent per year.
3. Use the dividend to reduce total premiums owed or payable under this certificate. In a certificate year where the dividend paid is not sufficient to pay the premiums payable for that certificate year, the difference is payable by you. In a certificate year where the dividend paid exceeds the premiums payable for that certificate year, the excess will be applied under dividend option (1).

SAMPLE

Dividend option (3) will be in effect from the issue date unless changed by you as shown in our records. If changed, the new option applies to future dividends only.

Upon termination of this certificate, if dividends have been credited under dividend option (2), the value of the dividends on deposit will be added to any other benefit payable under the terms of this certificate.

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

Law Applicable

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

Limiting Effect of our Constitution

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

Suspension or Expulsion

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

Maintenance of Reserves

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

Notification

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

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

Notifications, designations and requests that you make to us must, if required by us, be made using our then current form for making such notification, designation or request. Every notification,

SAMPLE

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

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

Our head office address is:
The Independent Order of Foresters, 789 Don Mills Road, Toronto, Ontario, Canada. M3C 1T9.
Attn: Certificate Services.

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

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

SAMPLE

The Independent Order Of Foresters ('Foresters')

A Fraternal Benefit Society Organized 1874
Head Office: 789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9
U.S. Mailing Address: P.O. Box 179, Buffalo, New York 14201-0179

Foresters Prepared II

Accidental Death Term Insurance Certificate

Summary, subject to the provisions of the insurance contract:

Accident Only Certificate.

Death benefit payable due to the insured's accidental death.

Benefits not payable due to sickness.

Noncancellable and guaranteed renewable to age 80.

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

Participating.

This is the last page of this certificate.

SAMPLE

The Independent Order Of Foresters ('Foresters')

Disability Income Rider (Accident Only)

Noncancellable and guaranteed renewable to age 65.

Provides, subject to the provisions of the entire contract, a benefit that is payable while the insured is totally disabled as a result of an injury. It does not provide benefits for loss due to sickness.

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

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

Subject to the *End of Rider* provision, this rider is guaranteed to be in effect up to the expiry date for this rider, as long as you pay the total premium when due, as described in the certificate.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Disability Income Rider (Accident Only)".

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

Definitions

For purposes of this rider:

Actively employed means legally employed or self-employed in an occupation for an income directly from that occupation.

Income means the salary, wages, bonuses, commissions, fees and other monetary payments regularly earned by the insured from an occupation. Income does not include monies from another source, including from or as investments, dividends, interest, rent, royalties, annuities, distribution of deferred compensation or pension plans, sick pay, benefits received under a wage or salary continuation plan, or other benefit programs.

Occupation means a business, trade, profession, vocation or calling but shall not include avocations, hobbies, seasonal or temporary work or a business operating from the insured's home unless 50% of the insured's job related to that business is performed away from the insured's home.

SAMPLE

Own occupation means the occupation in which the insured is actively employed on the date that the total disability, for which a claim is being made, started. If the insured was actively employed in more than one occupation on that date, own occupation shall be that occupation in which the insured was actively employed for the most hours during the week immediately preceding that date.

Physician is a duly licensed medical practitioner while acting within the scope of an active license to practice medicine in the United States. The physician cannot be you, the insured or a relative of either you or the insured, including a brother, sister, parent, spouse or child of either you or the insured or the spouse of such person. The physician cannot be a business associate of you or the insured.

Recurrent disability means total disability that occurs within four months of the end of the last total disability and is due to the same, or a related, injury as the last total disability.

Seasonal or temporary work mean employment that would be, but for the injury, for a duration of less than 26 weeks during a period of 52 consecutive weeks.

Total Disability and Totally Disabled mean:

- For purposes of the first injury, the inability of the insured, solely due to injury independently of any other cause or contributing factor, to substantially perform the essential and material duties of the insured's own occupation and the insured is not in fact working or earning income from that occupation.
- For purposes of the second injury, the inability of the insured, solely due to injury independently of any other cause or contributing factor, to substantially perform the essential and material duties of any occupation for which the insured may be qualified by reason of education, training or experience and the insured is not in fact working or earning income in any occupation.

When this Rider Comes into Effect

If this rider was an attachment to the certificate on the certificate issue date, this rider comes into effect on the same day as the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application and that day.

If this rider was not an attachment to the certificate on the certificate issue date, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application for this rider and the date of that approval.

End of Rider

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day we receive, as shown in our records, your signed request to end this rider.
- The day the certificate is no longer in effect as described in the certificate.
- The first day following the last day of the maximum benefit period for which benefits have been paid due to a second injury.

SAMPLE

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

Paying Premiums

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

Benefit

Subject to the provisions of the entire contract, we will pay you the benefit amount for each completed month of the insured's total disability, that follows after the completion of the waiting period, provided we receive due proof of the insured's total disability and each of the following:

- That total disability is due to an injury that occurred while this rider is in effect.
- That total disability begins while this rider is in effect and within 180 days of that injury.
- That total disability is continuous throughout the entire waiting period.
- The insured is actively employed for at least 30 hours, including paid vacation time, during the week immediately preceding the date of that total disability.
- The insured is under the care of a physician due to that total disability. This requirement is waived if the insured has reached the maximum point of recovery yet is still totally disabled under the terms of this rider.

Amount of the Benefit

The amount of the benefit is the benefit amount in effect on the date that total disability begins.

The insured is not entitled to duplicate benefits for total disability contributed to or caused by multiple injuries. The benefit will be paid as if the total disability was the result of only one injury.

First and Second Injury

This rider provides for payment of the benefit for a maximum benefit period and subject to the waiting period, as described in this rider, for a maximum of two separate and independent injuries.

If the insured is actively employed in any occupation for a period of four consecutive months after benefits payable for the first injury have ceased, this rider provides for payment of the benefit due to total disability of the insured from a second injury that occurs while this rider is in effect. An aggravation of the first injury due to a second injury will be considered as a second injury and not as a recurrence of the first injury.

The definition of total disability is different for the first injury and the second injury. See the *Definitions* provision.

SAMPLE

Waiting Period

A waiting period separately applies to the first injury and to the second injury. No benefit will be paid for total disability, whether due to a first or second injury, during the waiting period. The first day of the waiting period begins on the first day of total disability and not on the date of the injury.

A recurrent disability will be considered a continuation of the last total disability. We will not apply a new waiting period to a recurrent disability. If however, the insured's total disability did not exceed the waiting period, the balance of the waiting period will apply to that recurrent disability.

Maximum Benefit Period

A maximum benefit period applies separately to the first injury and to the second injury. The maximum benefit period is the total period of time for which the benefit will be paid regardless of how long the insured is totally disabled or the number of times recurrent disability occurs. This rider will end once the benefit has been paid for the maximum benefit period due to a second injury.

Death of Insured

If the insured dies while this rider is in effect and the death benefit is payable under the certificate, we will add to that death benefit 100% of the premiums paid for this rider, minus the sum of the benefit amount(s) paid, if any, under this rider. The premiums returned will be calculated without interest and after all pending claims under this rider have been settled. If the sum of the benefit amount(s) paid under this rider is equal to or greater than the sum of the premiums paid for this rider, there will be no return of premiums.

Notice of Claim

Notice of claim, for the benefit provided by this rider, must be received by us, at our head office, within the 30 day period following the end of the waiting period, or as soon thereafter as reasonably possible. That notice should contain enough information to identify the insured. This requirement can also be met by giving notice to one of our authorized representatives within the time period mentioned above.

Claim Forms

After we receive notice of claim, we will send you the forms that are to be used to file a claim under this rider. If you have not received these forms within 15 days after sending us notice of claim, you shall be deemed to have complied with the requirements as to submission of proof of loss upon submitting, within the timeframes described in the Proof of Loss provision, written proof as follows:

- The date and nature of the total disability of the insured.
- The date and nature of the injury.
- The name(s) and address(es) of the physician(s) under whose care the insured is being treated.

SAMPLE

Proof of Loss

You must provide us with written proof of the total disability of the insured within the 180 day period following the end of the waiting period. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

If requested by us, proof must include but is not limited to:

- Statements from the insured's primary care and attending physician(s) to be completed, in full, on forms provided or approved by us.
- The complete reports, notes and records of the primary care physician and the attending physician(s).
- Copies of all test results related to the injury and the total disability.
- The complete reports, notes and records of a medical facility, including a hospital, that provided services related to the injury and the total disability.
- Complete reports, notes and records of the insured's medical history, diagnosis and treatments.

Attending physician(s) means the physician(s) who provided care or medical advice to the insured in relation to the injury or the total disability.

Upon our request, you must also provide us with the signed consent of the insured that would permit us to obtain information and records that would verify the following:

- The insured's occupation, education, training and experience.
- Whether the insured was actively employed on the first day of the total disability.
- The insured's employment history including for how long and on what dates the insured was, and would have been, actively employed.

Proof of Continuance of Total Disability

We may request, but not more often than once a month, proof of the continuance of total disability.

If requested, proof of continuance of total disability must be given to us within the 180 day period following the date of that request. We reserve the right to suspend payment of the benefit until such time as this proof is given. If this proof is not given, the insured will be considered to have ceased to be totally disabled immediately as of the date we requested this proof. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

Benefit Termination

If we are paying the benefit, no further benefit will be due or payable after the earliest of the following days, even if the insured is totally disabled after that day:

- The day the certificate ends, as described in the certificate.
- The day we receive, as shown in our records, your signed request to end this rider.

SAMPLE

- The day the insured refuses to provide the proof or submit to an examination as described in the certificate.
- The last day of the maximum benefit period that applies to the injury for which these benefits were paid.

Excluded Risks

We will not pay the benefit if total disability results directly or indirectly from any of the following:

- Attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or driving or riding in an air, land or water vehicle in a race, speed or endurance contest.
- Sky diving, gliding, parachuting, BASE jumping, ultra-lighting, parasailing or bungee jumping.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Virus, disease or infection, regardless of how contracted, other than septic infection occurring through and at the time of accidental cut or wound.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an injury.
- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- Injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:
    - A test or report completed by or at the direction of a medical professional, coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
        1. A narcotic in the body of the insured, regardless of the measurement or quantity.
        2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
    - A medical professional, coroner, law enforcement or government report indicates that, as a result of testing, it was determined that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of alcohol or an intoxicant, above the legal limit, or a narcotic.

  A narcotic does not include a prescribed or legal, non-prescribed drug that was consumed by the insured as recommended by the drug manufacturer and, if a prescribed drug, as instructed by the licensed physician who prescribed, and pharmacy that dispensed, that drug, including restrictions related to the operation of a motorized vehicle.

SAMPLE

Reinstatement

This rider may be reinstated if the certificate is reinstated, subject to the same conditions as reinstatement of the certificate, as described in the *Reinstatement* provision of the certificate.

Incontestability

Except for fraud, we will not contest the validity of this rider, based upon statements made in the application, if this rider is an attached rider, or in the application for this rider, if it was added to the certificate as an attachment after the issue date, after it has been in effect, during the lifetime of the insured and without the occurrence of total disability of the insured, for two years.

Similarly, except for fraud, statements made in an application for reinstatement will be incontestable two years after the effective date as shown in our records of such reinstatement.

Contact Us if this Rider is No Longer Required

Consider whether you still require this rider if the insured ceases to be actively employed for any reason, including becoming employed in seasonal or temporary work, and does not plan to ever be actively employed. You must provide us with your signed request to end this rider if you decide that this rider is no longer required. We will not return premiums paid for this rider prior to our receipt of this signed request.

The Independent Order Of Foresters ('Foresters')

has issued this rider as an attachment to the certificate.

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

Executive Secretary **President & Chief Executive Officer**

This is the last page of this Disability Income Rider (Accident Only).

SAMPLE

The Independent Order Of Foresters ('Foresters')

Return of Premium Rider

Provides, subject to the provisions of the entire contract,
a benefit that is payable on the rider payment date.

This rider was attached to a certificate when it was delivered to you. In this rider, certificate means that certificate. The expiry date for this rider is shown in the *Certificate Data Pages*.

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

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

Definitions

For purposes of this rider:

Eligible premiums means the premium for the certificate, including the applicable certificate fee, and the premium(s) for each eligible rider, if any, that is an attachment to the certificate.

Eligible rider means each rider shown as an eligible rider in either the *Certificate Data Pages* or in the notification sent with a rider, if any, that is added as an attachment to the certificate after the date that this rider comes into effect.

Rider payment date means the date that is the earliest of the following:

1. The premium due date for the total premium that is not paid during the grace period.
2. The day that we process, as shown in our records, your signed request to end the certificate.
3. The expiry date for this rider.

Paying Premiums

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

When this Rider Comes into Effect

This rider comes into effect on the same day as the certificate.

SAMPLE

End of Rider

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day we receive, as shown in our records, your signed request to terminate this rider.
- The day the certificate is no longer in effect as described in the certificate.

If this rider ends as a result of your request to terminate it, then the benefit payable, if any, under this rider would not be payable until the rider payment date.

When this rider ends, it is no longer in effect. This means that our liability ends and no amount would be paid under this rider except for the benefit payable but not yet paid.

Benefit

Subject to the provisions of the entire contract, we will pay you the benefit amount on the rider payment date if the insured is alive on that date. No benefit is payable under this rider if the insured dies on or before the rider payment date.

We may defer payment of the benefit payable for up to six months from the rider payment date.

Benefit Amount

The benefit amount is equal to the sum of the eligible premiums paid while this rider is in effect, multiplied by the applicable percentage. This sum will include eligible premium(s) waived under a rider.

Benefit amounts, if any, as of the end of each certificate year, based upon certain assumptions, are shown in the *Table of Return of Premium Values.* Those assumptions are that this rider is in effect, the eligible premiums will be paid as due and that no changes will be made to the insurance contract. The *Table of Return of Premium Values* that is in effect on the day this rider comes into effect is shown in the *Certificate Data Pages.*

Applicable Percentage

The applicable percentage will be determined on the rider payment date. That date is described in the *Benefit* provision of this rider.

If the rider payment date is on a certificate anniversary, the applicable percentage will be the percentage for that certificate anniversary. The percentage for each certificate anniversary can be found in the *Table of Return of Premium Benefit Percentages.* The *Table of Return of Premium Benefit Percentages* that is in effect on the day this rider comes into effect is shown in the *Certificate Data Pages.*

If the rider payment date is on a date other than on a certificate anniversary, the applicable percentage will be:

- The percentage for the last certificate anniversary prior to the rider payment date, plus
- The result of the difference in the percentage on the last certificate anniversary before the rider payment date and the percentage on the next certificate anniversary after the rider

SAMPLE

payment date, divided by 365 and multiplied by the number equal to the number of days from, but not including, that last certificate anniversary up to and including the rider payment date.

Effects of a Change to the Insurance Contract

If a change is made to the insurance contract, that affects the percentages shown in the *Table of Return of Premium Benefit Percentages,* we will send you a new *Table of Return of Premium Benefit Percentages* showing the revised percentages, in effect from that point forward.

If a change, including a change in payment mode, is made to the insurance contract, that affects the amount of the eligible premiums, then the values shown in the *Table of Return of Premium Values* in the *Certificate Data Pages* will change accordingly. We will send you a new *Table of Return of Premium Values* showing revised values, from that point forward, when such a change, other than a change in payment mode, occurs.

Incontestability

Except for fraud, we will not contest the validity of this rider, based upon statements made in the application, after it has been in effect during the lifetime of the insured for two years.

Similarly, except for fraud, statements made in an application for reinstatement will be incontestable two years after the effective date as shown in our records of such reinstatement.

Reinstatement

If this rider ends due to the lapse of the certificate, then you may reinstate this rider at the same time that the certificate is reinstated. To reinstate this rider, in addition to the conditions for reinstatement of the certificate, as described in the certificate, we must receive an amount equal to the amount, if any, of the benefit paid by us under this rider.

The Independent Order Of Foresters ('Foresters')
has issued this rider as an attachment to the certificate.

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

Executive Secretary **President & Chief Executive Officer**

This is the last page of this Return of Premium Rider.

SAMPLE

The Independent Order Of Foresters ('Foresters')

Waiver of Premium Rider (Accident Only)

Noncancellable and guaranteed renewable to age 65.

Provides, subject to the provisions of the entire contract, a benefit while the insured is totally disabled as a result of an injury. It does not provide benefits for loss due to sickness.

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

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

Subject to the *End of Rider* provision, this rider is guaranteed to be in effect up to the expiry date for this rider, as long as you pay the total premium when due, as described in the certificate.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Waiver of Premium (Accident Only) Rider".

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

Definitions

For purposes of this rider:

Actively employed means legally employed or self-employed in an occupation for an income directly from that occupation.

Income means the salary, wages, bonuses, commissions, fees and other monetary payments regularly earned by the insured from an occupation. Income does not include monies from another source, including from or as investments, dividends, interest, rent, royalties, annuities, distribution of deferred compensation or pension plans, sick pay, benefits received under a wage or salary continuation plan, or other benefit programs.

Occupation means a business, trade, profession, vocation or calling but shall not include avocations, hobbies, seasonal or temporary work or a business operating from the insured's home unless 50% of the insured's job related to that business is performed away from the insured's home.

SAMPLE

Own occupation means the occupation in which the insured is actively employed on the date that the total disability, for which a claim is being made, started. If the insured was actively employed in more than one occupation on that date, own occupation shall be that occupation in which the insured was actively employed for the most hours during the week immediately preceding that date.

Seasonal or temporary work mean employment that would be, but for the injury, for a duration of less than 26 weeks during a period of 52 consecutive weeks.

Total Disability and Totally Disabled mean:

- During the first 24 months of total disability, the inability of the insured, solely due to injury independently of any other cause or contributing factor, to substantially perform the essential and material duties of the insured's own occupation and the insured is not in fact working or earning income from that occupation.
- After the first 24 months of total disability, the inability of the insured, solely due to injury independently of any other cause or contributing factor, to substantially perform the essential and material duties of any occupation for which the insured may be qualified by reason of education, training or experience and the insured is not in fact working or earning income in any occupation.

When this Rider Comes into Effect

If this rider was an attachment to the certificate on the certificate issue date, this rider comes into effect on the same day as the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application and that day.

If this rider was not an attachment to the certificate on the certificate issue date, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application for this rider and the date of that approval.

End of Rider

This rider ends on the earliest of the following dates:

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

When this rider ends, it is no longer in effect. This means that our liability ends and therefore no benefit would be provided under this rider.

If total disability begins prior to the certificate anniversary on which the insured is age 60 and the insured continues to be totally disabled after the expiry date for this rider and the benefit was provided on the last premium due date before the expiry date, this benefit will continue to be provided until the earlier of the following:

- The date that the insured ceases to be continuously totally disabled.
- The day the certificate is no longer in effect as described in the certificate.

SAMPLE

If total disability begins on or after the certificate anniversary on which the insured is age 60, then this benefit will continue to be provided until the earlier of the following:

- The date that the insured ceases to be continuously totally disabled.
- The expiry date for this rider.
- The day the certificate is no longer in effect as described in the certificate.

Paying Premiums

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

Benefit

Subject to the provisions of the entire contract, we will waive the total premium due on a premium due date that the insured is totally disabled, provided we receive due proof of the insured's total disability and each of the following:

1. That total disability is due to an injury that occurred while this rider is in effect.
2. That total disability begins while this rider is in effect and within 180 days of that injury.
3. That total disability has been continuous for at least six months.

To keep your certificate and this rider in effect during this six month period, you should pay the total premium on each premium due date within that period. If a claim for the benefit is approved, the total premium paid during this six month period will be refunded to you.

Once a claim for the benefit is approved, we may change the premium payment mode to monthly for the duration of the time period that the benefit is provided and it will remain monthly until changed, as shown in our records.

Notice of Claim

Notice of claim, for the benefit provided by this rider, must be received by us, at our designated office, within the 30 day period following the date that the insured has been continuously totally disabled for six months, or as soon thereafter as reasonably possible. That notice should contain enough information to identify the insured. This requirement can also be met by giving notice to one of our authorized representatives within the time period mentioned above.

Claim Forms

After we receive notice of claim, we will send you the forms that are to be used to file a claim under this rider. If you have not received these forms within 15 days after sending us notice of claim, you shall be deemed to have complied with the requirements as to submission of proof of loss upon submitting, within the timeframes described in the *Proof of Loss* provision, written proof as follows:

- The date and nature of the total disability of the insured.
- The date and nature of the injury.

SAMPLE

Proof of Loss

You must provide us with written proof of the total disability of the insured within the 180 day period following the date that the insured has been continuously totally disabled for six months. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

Proof of Continuance of Total Disability

We may request, but not more often than once a month, proof of the continuance of total disability. After the insured has been totally disabled continuously for two years, we may not request proof of total disability more often than once each certificate year.

If requested, proof of continuance of total disability must be given to us within the 180 day period following the date of that request. We reserve the right to suspend provision of the benefit until such time as this proof is given. If this proof is not given, the insured will be considered to have ceased to be totally disabled immediately as of the date we requested this proof. Failure to provide the required proof within this 180 day period shall not invalidate or reduce the claim if it was not reasonably possible to provide the proof within that period, as long as the proof is provided as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the end of this 180 day period.

Excluded Risks

We will not waive the total premium if total disability results directly or indirectly from any of the following:

- Attempted suicide or intentionally self-inflicted injuries, while sane or insane.
- Voluntary participation in a riot or civil commotion.
- Committing or attempting to commit a felony.
- Involvement in an illegal occupation.
- War or act of war, whether declared or undeclared.
- Exposure to abnormal hazards because of service in the armed forces of any country or association of countries, whether war is declared or not and whether on active duty or not.
- Aviation, of any form, unless as a fare paying passenger in a fully licensed passenger carrying aircraft.
- Mountaineering, climbing, scuba diving or driving or riding in an air, land or water vehicle in a race, speed or endurance contest.
- Sky diving, gliding, parachuting, BASE jumping, ultra-lighting, parasailing or bungee jumping.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Virus, disease or infection, regardless of how contracted, other than septic infection occurring through and at the time of accidental cut or wound.

SAMPLE

- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an injury.
- The intentional administration, injection, or taking of a drug, hypnotic or narcotic, unless administered on the advice of a physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- Injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:
    - A test or report completed by or at the direction of a medical professional, coroner, law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
        1. A narcotic in the body of the insured, regardless of the measurement or quantity.
        2. A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
    - A medical professional, coroner, law enforcement or government report indicates that, as a result of testing, it was determined that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of alcohol or an intoxicant, above the legal limit, or a narcotic.

  A narcotic does not include a prescribed or legal, non-prescribed drug that was consumed by the insured as recommended by the drug manufacturer and, if a prescribed drug, as instructed by the licensed physician who prescribed, and pharmacy that dispensed, that drug, including restrictions related to the operation of a motorized vehicle.

Recurrence of Total Disability

We will not provide the benefit after the insured ceases to be totally disabled. If the insured again becomes totally disabled, the entitlement to the benefit will be subject to the provisions of this rider as if the insured was not previously totally disabled.

Lapse While Totally Disabled

A claim for the benefit provided under this rider will not be invalid because the certificate has lapsed during the total disability of the insured. If the claim for this benefit is otherwise valid, it will be allowed on reinstatement of the certificate provided the requirements in this provision are met. Those requirements are:

1. We receive proof that total disability has been continuous since the date of lapse of the certificate.
2. Payment of the premium required to keep the certificate in effect that would not have been paid by the application of this benefit if the certificate had not lapsed.

Both of these requirements must be met during each of the following:

1. While the insured is alive.
2. During the period of total disability.
3. Within 12 months after the date of lapse of the certificate.

SAMPLE

Reinstatement

This rider may be reinstated if the certificate is reinstated, subject to the same conditions as reinstatement of the certificate, as described in the *Reinstatement* provision of the certificate.

Incontestability

Except for fraud, we will not contest the validity of this rider, based upon statements made in the application, if this rider is an attached rider, or in the application for this rider, if it was added to the certificate as an attachment after the issue date, after it has been in effect, during the lifetime of the insured and without the occurrence of total disability of the insured, for two years.

Similarly, except for fraud, statements made in an application for reinstatement will be incontestable two years after the effective date, as shown in our records, of such reinstatement.

The Independent Order Of Foresters ('Foresters')
has issued this rider as an attachment to the certificate.

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

Executive Secretary **President & Chief Executive Officer**

This is the last page of this Waiver of Premium (Accident Only) Rider.

SAMPLE