## SAMPLE POLICY

SAMPLE A. SAMPLE 123 MAIN ST ANYTOWN KY 123456

# Welcome to the Gerber Life Family!

Your life insurance policy is enclosed. Please review your policy and keep it with your other important papers.

RE: Policy Number 85017471

Dear Sample A. Sample,

Congratulations on your wise decision to protect your family with the Gerber Life Guaranteed Life Insurance policy. You can feel good knowing you've taken an important step in protecting your family's financial future with this coverage.

Please review the enclosed policy to assure that all personal information is correct. We've also included a welcome brochure that includes helpful information about your new coverage. If you have any questions about your coverage or wish to make any changes, please call us Toll Free at 1-800-253-3074.

Again, welcome to the Gerber Life family. You've joined the more than 3 million families who rely on Gerber Life to help safeguard their family's future. We're happy to have you with us.

Sincerely,

Keith M. O'Reilly President and CEO, Gerber Life

KMoRelly

If you have any questions, call us Toll Free at 1-800-253-3074. Our knowledgeable representatives will be glad to assist you. Monday through Friday, 8 a.m. to 9 p.m. and Saturday 9 a.m. to 5:00 p.m. (ET).

LTR – ADWK(1117)

#### GERBER LIFE INSURANCE COMPANY

A Stock Company
Home Office
1311 Mamaroneck Ave, White Plains, New York 10605
Customer Service 1-800-253-3074

Gerber Life Insurance Company ("We", "Our", "Us" or "the Company") promises to pay the Death Benefit to the Beneficiary, subject to the provisions of the Policy. The Death Benefit is payable upon receipt at Our Administrative Office of proof satisfactory to Us of the Insured's death. This Policy is issued in consideration of the Application and payment of the premium(s) as described within the Policy. This Policy is a legal Contract between the Owner ("You" or "Your") and Gerber Life Insurance Company. **READ YOUR POLICY CAREFULLY.** 

This Policy will not take effect until it has been approved and the initial full premium(s) due have been received by Us while all persons to be insured are alive and actually in the same state of health and insurability as described in the Application. You must notify Us of any changes to the statements and answers given by You in any part of the Application which occur before the policy is approved and payment is received by Us. Times referred to in the Policy begin at 12:01 A.M. Standard Time at the residence of the Insured.

#### NOTICE OF 30 DAY RIGHT TO EXAMINE POLICY

If for any reason You are not satisfied with this Policy, You may cancel it no later than thirty (30) days after the Policy has been received by You. You may cancel it by returning the Policy, with a written request to cancel, to the agent who sold it or to Our Administrative Office. Upon Our receipt of the Policy and request to cancel, the Policy shall be void from the inception. We will refund all premiums paid and it shall be as if no Policy was issued.

THIS POLICY HAS A LIMITED GRADED DEATH BENEFIT. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed by the Company:

Knokerly

President and CEO

Secretary

WHOLE LIFE POLICY

LIMITED BENEFIT FOR DEATH FROM NATURAL CAUSES IN THE FIRST TWO POLICY YEARS WITH THE ULTIMATE FACE AMOUNT PAYABLE IN THE THIRD POLICY YEAR AND BEYOND.

FACE AMOUNT PAID FOR ACCIDENTAL DEATH ALL POLICY YEARS

Insurance Payable at Death
Premiums are Payable to Age 121
Non-Participating – No Dividends Applicable
See Policy Specifications for Amount of Insurance and Premiums

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Additional benefits and riders, if any, and a copy of the Application are attached to the Policy.

#### **POLICY SPECIFICATIONS**

 INSURED
 Fred Meyer
 POLICY NUMBER
 85017471

 FACE AMOUNT
 \$10,000
 SEX
 M

 AGE
 52

 MATURITY DATE
 January 11, 2091
 POLICY DATE
 January 11, 2023

OWNERFred MeyerISSUE DATEJanuary 11, 2023

**BENEFICIARY** REFER TO APPLICATION – UNLESS SUBSEQUENTLY CHANGED

BENEFIT*	YEARS PAYABLE	ANNUAL PREMIUM**
\$665.50	Policy Year 1	\$605.00
\$1,331.00	Policy Year 2	\$605.00
Face Amount	Policy Years 3+	\$605.00

## IF DEATH OCCURS AS THE RESULT OF AN ACCIDENT AT ANY TIME WHILE THE POLICY IS IN FORCE, THEN THE ULTIMATE FACE AMOUNT SHALL BE PAYABLE.

Premium Mode Selected: Monthly Premium Due Date: 02/11/2023

Premium Modes Available:	Annual	Semi-Annual	Quarterly	Monthly PAC	Monthly
	\$605.00	\$313.50	\$159.50	\$50.42	\$55.00

<sup>\*</sup>Benefits (shown above) payable due to natural causes in the first 2 policy years are calculated as 110% of earned premium and are assumed to occur at the end of the policy year. Deaths occurring earlier in those first 2 policy years will result in reduced benefits.

Jurisdiction of Issue: Kentucky

**Dept. Telephone Number::** 502-564-3630

<sup>\*\*</sup> Annual Premium includes a policy fee of \$11.00.

## **POLICY SPECIFICATIONS**

(continued)

#### **TABLE OF GUARANTEED POLICY VALUES**

THE VALUES SHOWN BELOW ARE THE GUARANTEED VALUES PROVIDED BY THE POLICY. THE VALUES ASSUME THAT THE FULL ANNUAL PREMIUM SHOWN ON THE POLICY SPECIFICATIONS PAGE IS PAID EACH YEAR. THE VALUES ASSUME NO ADJUSTMENT FOR INDEBTEDNESS SECURED BY THIS POLICY.

END POLICY		DEATH BENEFIT	CASH OR LOAN VALUE	REDUCED PAID UP INSURANCE
	1	\$665.50	\$0.00	\$0.00
	2	\$1,331.00	\$124.10	\$297.70
	3	\$10,000.00	\$332.60	\$774.90
	4	\$10,000.00	\$543.60	\$1,230.70
	5	\$10,000.00	\$757.10	\$1,666.50
	6	\$10,000.00	\$973.90	\$2,084.90
	7	\$10,000.00	\$1,194.60	\$2,488.00
	8	\$10,000.00	\$1,418.80	\$2,875.60
	9	\$10,000.00	\$1,645.30	\$3,246.70
	10	\$10,000.00	\$1,873.00	\$3,600.50
	11	\$10,000.00	\$2,100.90	\$3,936.80
	12	\$10,000.00	\$2,328.90	\$4,256.60
	13	\$10,000.00	\$2,557.10	\$4,561.40
	14	\$10,000.00	\$2,785.90	\$4,852.70
	15	\$10,000.00	\$3,015.90	\$5,131.90
	16	\$10,000.00	\$3,247.70	\$5,400.60
	17	\$10,000.00	\$3,481.50	\$5,659.50
	18	\$10,000.00	\$3,717.10	\$5,908.80
	19	\$10,000.00	\$3,953.80	\$6,148.50
	20	\$10,000.00	\$4,189.70	\$6,377.30
AT AGE	65	\$10,000.00	\$2,557.10	\$4,561.40
AT AGE	100	\$10,000.00	\$8,526.70	\$9,339.00
AT AGE	121	\$10,000.00	\$10,000.00	- 

**BASIS OF COMPUTATION:** CASH VALUES and REDUCED PAID-UP INSURANCE VALUES ARE BASED ON THE COMMISSIONER'S 2001 STANDARD ORDINARY COMPOSITE MORTALITY TABLES, AGE LAST BIRTHDAY AND THE INSURED'S SEX WITH INTEREST AT 3.75%.

VALUES FOR YEARS NOT SHOWN WILL BE FURNISHED UPON REQUEST.

POLICY 85017471 has no associated image.

#### **DEFINITIONS**

**ACCIDENTAL DEATH -** Death which occurs as a direct result of an Accidental Bodily Injury and which occurs within 180 days of the date of the Accidental Bodily Injury.

**ACCIDENTAL BODILY INJURY** - An accidental bodily injury sustained by the Insured which is a direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while this Policy is in force.

The Insured shall be presumed to have died as a result of Accidental Injury if the aircraft or other vehicle in which the Insured was traveling disappears, sinks or is wrecked, and the body of the Insured is not found for 2 years from the date the aircraft or other vehicle was scheduled to arrive at its destination, or the insured is reported missing to the authorities.

ADMINISTRATIVE OFFICE - The Company's office at 445 State Street, Fremont, MI 49412.

AGE - The Insured's age at last birthday.

**APPLICATION** - The Application for this Policy, including all signed questionnaires and amendments which are attached to and made a part of this Policy.

**BENEFICIARY** - The person or persons named to receive the Death Benefits of this Policy subject to its terms.

**CASH VALUE -** The Cash Value to age 121 is shown in the Table of Guaranteed Policy Values on the Policy Specifications Page.

The Cash Values shown assume that all premiums have been paid. The values assume no adjustment for Indebtedness secured by this Policy.

**DEATH BENEFIT** – The Death Benefit, as stated in the Payment of Death Benefit provision, is the amount payable on the death of the Insured.

**EARNED PREMIUMS** – Premiums payable through the month in which the Insured dies or the Policy terminates for any other reason.

**FACE AMOUNT** - The amount as specified on the Policy Specifications page.

**GRACE PERIOD** – The amount of time the Owner has to pay overdue premiums before the Policy lapses as defined in the Grace Period provision.

**HOME OFFICE** - Gerber Life Insurance Company's office at the address shown on the first page.

**INDEBTEDNESS** – All existing loans or liens on this Policy plus unpaid earned interest.

**INSURED** - The person whose life is insured under the Policy and is named as such on the Policy Specifications page.

**ISSUE DATE** – The date the Policy is issued by the Company.

LAPSE - A Lapse is a termination of the Policy as defined in the Nonpayment of Premium provision.

**MATURITY DATE** – The date as set forth on the Policy Specifications page. If the Insured is alive on the Maturity Date We will pay the proceeds as provided in the Policy.

**NET CASH VALUE** - The Net Cash Value is the Cash Value less any Indebtedness and any unpaid and due premium.

**OWNER** - The Owner of the Policy is the person named on the Policy Specifications page.

**POLICY DATE** - The effective date of coverage under this Policy if all the terms of the Application and Policy are satisfied, including the payment of all premiums due. This is the date from which Policy anniversaries, Policy years, Policy months and premium due dates are determined. This date is shown on the Policy Specifications page.

**PREMIUM** – Premium is the amount due to Us payable at Our Administrative Office in the amount set forth on the Policy Specifications Page.

#### **PAYMENT OF PROCEEDS**

#### **Proceeds**

Proceeds mean the amount payable upon:

- 1. the death of the Insured; or
- 2. surrender of the Policy; or
- 3. The Maturity Date.

#### Payment of Death Benefit

The Death Benefit of this Policy will be paid, in accordance with its terms, upon receipt of proof, satisfactory to Us, at Our Administrative Office that the Insured has died. Interest on the Death Benefit will accrue from the date of death to the date of payment at a rate equal to the rate for proceeds left on deposit with Us or if We have not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the effective annual rate, We will use the rate in effect on the date of death. Additional interest, at a rate of 10% will be paid if the death benefit is not paid within 31 days from the latest of: (1) Our receipt of Satisfactory Proof of Insured's Death, (2) Our receipt of sufficient information to determine the extent of liability and payee; and (3) removal of any legal impediments to payment of proceeds that were dependent upon parties other than Us. We may require that the Policy be returned to Us before We make any payment, which will be in a single payment. The Company retains its right to conduct an investigation before benefits are paid.

#### **Death Benefit**

The Death Benefit payable at the death of the Insured is

- 1. If death is not due to Accidental Death:
  - a. During Policy Year 1 and 2: 110% of Earned Premiums
  - b. During Policy Year 3 and later: Face Amount
- 2. If death is due to Accidental Death, subject to the Accidental Death Benefit Exclusions:
  - a. All Policy Years: Face Amount

In addition, We will refund any premium paid for a period after the end of the Policy month in which the Insured dies; and deduct the amount of premium due to the end of the Policy month in which the Insured dies and deduct any Indebtedness under the terms of this Policy.

#### **Proceeds Payable Upon Surrender**

You may, upon written request, surrender this Policy at any time. If the Policy is surrendered, the proceeds payable will be the Net Cash Value determined at the beginning of the Grace Period, if any, as provided in the Nonforfeiture Cash provision. Payment will terminate this Policy.

#### **Proceeds Payable At Maturity Date**

If the Insured is alive on the Maturity Date, We will pay the Net Cash Value to the Owner. Payment will terminate this Policy. We may require that the Policy be returned to Us before We make any payment.

#### **Rider Proceeds**

Proceeds payable under any rider attached to the Policy will be governed by the terms of the Rider, subject to applicable provisions of this Policy.

#### **ACCIDENTAL DEATH BENEFIT RESERVATION AND EXCLUSIONS**

#### **Autopsy**

If a claim is made for a death benefit due to an Accidental Death, We reserve the right, at Our own expense, to request an autopsy unless prohibited by law.

#### **Exclusions**

A Death Benefit will not be paid for an Accidental Death if:

- 1. Death caused or contributed to by disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- 2. An infection not occurring as a direct result or consequences of the Accidental Bodily Injury;
- 3. Death caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane:
- 4. Death caused or contributed to by travel in or descent from an aircraft, if the Insured acted in a capacity other than as a passenger;
- 5. Death caused or contributed to by travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond earth's atmosphere;
- 6. Death caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- 7. Death occurring while the Insured is incarcerated;
- 8. Death caused or contributed to by committing or attempting to commit a felony;
- 9. Death caused or materially contributed to by voluntary intake or use by any means of:
  - a. Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions, or;
  - b. Poison, gas or fumes, unless a direct result of an occupational accident;
- 10. Death caused or contributed to by intoxication as defined by the jurisdiction where the accident occurred:
- 11. Death caused or contributed to by riding or driving an air, land or water vehicle in a race, speed or endurance contest;
- 12. Death caused or contributed to by rock or mountain climbing; and/or:
- 13. Death caused or contributed to by aeronautics (hang-gliding, skydiving, parachuting, ultra light, soaring, ballooning and parasailing;

#### **OWNERSHIP AND BENEFICIARY**

#### Owner

The Owner is the person named on the Policy Specifications page or in any subsequent changes shown in Our records. If an Owner is not named on the Policy Specifications page, the Insured is the Owner. In the event that more than one Owner is named, all elections and other actions that may be taken by the Owner pursuant to the terms of the Policy require joint action of all such persons.

## **Rights of the Owner**

While the Insured is living, You may exercise all rights allowed in this Policy. These rights include, but are not limited to:

- 1. changing the beneficiary;
- 2. transferring ownership or assigning this Policy;
- 3. receiving benefits; and
- 4. reinstating this Policy.

The written consent of any irrevocable beneficiary needs to be obtained to change that beneficiary designation.

#### **Transfer of Ownership**

If You transfer ownership of this Policy, Your ownership rights terminate and the new Owner will be entitled to all rights available under this Policy. To transfer ownership, We must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required. Your written request, unless otherwise specified by You, will not be effective until it is received in Our Administrative Office. Once received it will be effective as of the date you signed the request. A transfer of ownership will not apply to any actions, including payments, taken by Us before the transfer has been received by Us.

#### **Beneficiary**

The Primary Beneficiary(ies) and any contingent Beneficiary(ies) are named in the Application or last beneficiary designation filed with Us. If more than one Primary Beneficiary is named, death benefits will be paid in equal shares to the primary beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Primary Beneficiary is living when the Insured dies, death benefits will be paid in equal shares to the contingent beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Beneficiary is living when the Insured dies, death benefits will be paid to You, if You are living, otherwise to Your estate.

#### **Change of Beneficiary**

To change a beneficiary We must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required to change that beneficiary designation. Your written request will not be effective, unless otherwise specified by You, until it is received in Our Administrative Office. Once received it will be effective as of the date You signed the request. A change of beneficiary will not apply to any actions, including payments, taken by Us before the change has been received by Us.

## **Assignment**

This policy may be assigned. No assignment will be recognized by Us unless a copy is filed with Us. We are not responsible for the validity of any assignment. Any claim by an assignee is subject to proof of the validity and extent of the assignee's interest in the Policy. Assignments, unless otherwise specified by You, shall take effect on the date You signed the assignment, subject to any payments made or actions taken by Us prior to the receipt of this notice.

#### **PREMIUMS**

#### **Premiums**

Premiums are payable in the amount and frequency shown on the Policy Specifications page. You may change the frequency of the premium payment subject to Our approval. If a part of the premium ceases to be payable under the provision of a Rider, the premium will be reduced accordingly. If premiums are paid more frequently than on an annual basis, their sum total may be more than the annual premium for the same time period.

#### When Premiums Are Due

The first premium is due as of the Policy Date. Premiums are payable at Our Administrative Office. Each subsequent premium, after the first premium, is due on the first day following the period covered by the preceding premium.

To keep this contract in full force, all premiums must be paid when due, or before the end of the 31-day period after the due date of an unpaid premium, as described in the Grace Period provision.

#### **Grace Period**

A Grace Period of 31 days will be allowed for payment of a premium after its due date. The Grace Period does not apply to the first premium. Your Policy will continue in force during the Grace Period.

If the Insured dies during the Grace Period, We will deduct from the proceeds of the Policy, the past premiums due from the due date up to the last day of the Policy month in which the Insured dies.

#### **Nonpayment of Premiums**

If any premium is not paid when due and if such premium is not paid within the Grace Period, such premium shall be in default. If this happens, this is referred to as a lapse. If this Policy has a Net Cash Value, the Nonforfeiture Options provision will apply.

#### Reinstatement

If this Policy Lapses, and it has not been surrendered for cash or cancelled, the Owner may reinstate it within three years after the due date of the first unpaid premium, subject to the following requirements:

- 1. Receipt of a written application for reinstatement on a form provided by Us to You upon written request to Our Administrative Office;
- 2. Evidence of insurability satisfactory to Us;
- 3. Payment of all overdue premiums with 6% interest compounded annually. Compounding of interest means that each year interest is added to the amount owed and begins to bear interest itself:
- 4. Repayment or reinstatement of any Indebtedness that existed when the Policy lapsed with 8% interest compounded annually. Interest will begin on the date of reinstatement.

The suicide provision does not begin anew after reinstatement. We may contest a reinstated Policy until it has been in force during the Insured's lifetime for a period of two years from the date of reinstatement. Thereafter, the reinstated Policy is incontestable. We may contest the reinstated Policy only with respect to representations made in the application for reinstatement.

#### NONFORFEITURE

If You terminate this Policy or stop paying premiums after this Policy has a Net Cash Value and the Automatic Premium Loan provision does not apply, After premiums have been paid for at least three (3) full policy years, You may elect one of the Options described below.

Your written request must be received by Us at Our Administrative Office by the end of sixty (60) days after the due date of the premium in default. If no written request is received, the Automatic Nonforfeiture Option provision will apply.

The Guaranteed Policy Values for the Options described below are shown in the Table of Guaranteed Policy Values on the Policy Specifications Page.

#### **Cash Surrender**

Surrender consists of Our payment to You of the Net Cash Value. The Net Cash Value will be the amount determined at the beginning of the Grace Period, if any. Upon payment of this Option, this Policy will terminate.

If the Policy is surrendered within thirty-one (31) days after a Policy anniversary, the Net Cash Value will be the Cash Value on that anniversary, less any Indebtedness made on or after such anniversary and any unpaid and due premium.

We may delay paying the Net Cash Value for not more than six (6) months after the date the written request for surrender is received.

### **Reduced Paid-Up Insurance**

If this option is elected, this Policy will continue as Paid-Up insurance. The Net Cash Value will be the amount determined at the beginning of the Grace Period. The amount of the Paid-Up insurance purchased will be the amount the Net Cash Value will purchase at the Insured's sex and attained age at the beginning of the Grace Period.

#### **Automatic Nonforfeiture Option**

If no written request is received from You by the end of the Grace Period, the Automatic Nonforfeiture Option will be Reduced Paid-up Insurance.

#### **BASIS OF COMPUTATIONS**

## Cash Surrender and Reduced Paid-Up Insurance

Values are based on the mortality table and the interest rate shown in the Table of Guaranteed Policy Values within the Policy Specifications page, showing the cash values, if any and paid-up Nonforfeiture benefits, if any, available under the Policy during the term of the Policy. Such values are calculated upon the assumption that there is no Indebtedness on the Policy.

The nonforfeiture values for this Policy are equal to or greater than those required by law. The nonforfeiture values are calculated in accordance with the NAIC Standard Nonforfeiture Law for Life Insurance, model #808. A detailed statement of the method of computing values has been filed with the IIPRC.

Any Cash Surrender Value and any paid-up Nonforfeiture benefit available under the Policy in the event of default in premium payment due at any time other than on a Policy anniversary will be calculated with allowance for the lapse of time and the payment of the fractional premiums from the last preceding Policy anniversary.

#### **LOANS**

#### **Policy Loans**

You may obtain a loan while this Policy is in force. This Policy is the security for the loan.

The loan may not exceed the Net Cash Value on the next Policy anniversary.

Loan interest is payable in arrears at a fixed loan interest rate of 8.0% per year during the entire life of the Policy. Interest will be compounded annually and will be applied to the average loan balance during the year. The year will start on the date the loan is made and end 365 days later.

Loan interest will accrue from the date each loan is made. Interest is payable in each Policy year or on each Policy Anniversary if the Policy is continued under Reduced Paid-Up Insurance of the Nonforfeiture Options.

We may delay making a loan, unless it is being used to pay premiums, for not more than six (6) months after the date the application for the loan is received.

#### Loan Repayment

A loan may be repaid at any time while this Policy is in force. A loan that exists at the end of the Grace Period may not be repaid unless this Policy is reinstated.

#### Indebtedness

Indebtedness means all existing loans or liens on this Policy plus unpaid earned interest. Existing Indebtedness, including any due and accrued interest and any unpaid premiums to the end of the current policy year shall be deducted from the loan value or the proceeds of the loan. Any Indebtedness that has not been repaid shall be deducted from any Death Benefit that is paid.

If at any time the total indebtedness equals or exceeds the Cash Value, this Policy will terminate without value. Termination will occur thirty-one (31) days after Our notice has been mailed to Your address and the address of any assignee of record.

#### **Automatic Premium Loan**

We will automatically make a loan to cover a premium not paid by the last day of the 31-day grace period. The loan will be made as of the premium due date for a monthly premium. We will not make an automatic premium loan that will cause the policy debt to exceed the Net Cash Value on the next Policy anniversary. In such case, this provision will not apply and the Nonforfeiture provisions of this Policy will apply.

You may elect to terminate this automatic premium loan provision at any time. The cancellation will apply to premiums coming due after the date We receive written notice of cancellation at Our Administrative Office.

#### **GENERAL PROVISIONS**

#### **Contract and Representations**

This Policy is a legal contract. It is between the Owner and Us. It consists of:

- 1. the Policy, endorsements, riders, and attachments, if any; and
- 2. any Application attached to the Policy.

This Policy constitutes the entire contract between You and Us.

Statements in any Application are in the absence of fraud deemed representations, not warranties. Unless a part of the Policy, no statement by You or the Insured will:

- 1. reduce benefits; or
- 2. be used as a defense to a claim.

## Changes

The terms of the Policy may be altered only by written agreement signed by Our President or a Vice President. This authority cannot be delegated.

#### Incontestability

Except after reinstatement, We cannot contest this Policy or any attached rider after it has been in force during the Insured's lifetime for a period of two years from the Issue Date except for failure to pay premiums or fraud (if permitted by the jurisdiction in which this Policy is delivered). Any addition of a rider after the Issue Date shall be incontestable, after it has been in force during the Insured's lifetime for 2 years after the effective date of such addition of rider, except as to fraud (if permitted by the jurisdiction in which this Policy is delivered). We may contest this Policy or any rider on the basis of any material misrepresentation in the Application, supplemental application, reinstatement application or other document signed by You that becomes part of the Policy.

#### Suicide

If the Insured dies by suicide within two years from the Issue Date, the only amount payable by Us will be the premium paid for the Policy plus 10% interest.

#### Misstatement of Age or Sex

If the Insured's Age or Sex has been misstated in the Application, the Face Amount will be that which the most recent premium paid would have bought for correct Age or Sex.

We will not terminate coverage and refund premiums if the correct age is outside the issue age ranges of the form. A premium and benefit will be extrapolated.

#### Termination

This Policy will terminate on the earliest of:

- 1. The date We receive a written request from the Owner to terminate the Policy;
- 2. The date the Insured dies;
- 3. The Maturity Date; or
- 4. Subject to the Nonforfeiture Provision, the end of the Grace Period, if a past due premium remains unpaid.
- 5. The date on which this Policy is surrendered.

## **Conformity with Interstate Insurance Product Regulation Commission Standards**

This Policy was approved under the authority of the Interstate Insurance Product Regulation Commission Standards (IIPRC) and issued under the commission standards. Any provision within this Policy on the Issue Date that is in conflict with the IIPRC standards for this product type is hereby amended to conform to the IIPRC standards for this product type as of the Policy's Issue Date.

#### **Nonparticipating**

This Policy does not share in Our earnings.

#### **Claims of Creditors**

All payments under this Policy are exempt from the claims of creditors to the fullest extent permitted by law. Payments may not be assigned without Our consent.

#### **ARBITRATION**

This provision applies to any dispute arising out of the formation, acceptance and construction, interpretation, performance, breach or validity of this Policy by or among, the Owner, or Beneficiary and the Company.

The Owner or Beneficiary may elect voluntary post-dispute binding arbitration.

The Owner or Beneficiary can start arbitration by sending a written demand to the Company.

Arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), before a panel of 3 neutral arbitrators who are knowledgeable in the field of life insurance and appointed from a panel list provided by the AAA. The Owner or Beneficiary and the Company shall each appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator.

The proceedings will be conducted in the city or county of residence of the Owner or Beneficiary.

The Company will pay for the cost of the arbitration. The Company will pay the arbitrators fees including any deposits or administrative fees, but will not be responsible for any costs or fees for the Owner's or Beneficiary's legal representation.

If there is any inconsistency between this provision and AAA rules, this provision shall control.

## WHOLE LIFE POLICY

LIMITED BENEFIT FOR DEATH FROM NATURAL CAUSES IN THE FIRST TWO POLICY YEARS WITH THE ULTIMATE FACE AMOUNT PAYABLE IN THE THIRD POLICY YEAR AND BEYOND.

FACE AMOUNT PAID FOR ACCIDENTAL DEATH ALL POLICY YEARS

Insurance Payable at Death
Premiums are Payable to Age 121
Non-Participating – No Dividends Applicable
See Policy Specifications for Amount of Insurance and Premiums

## **GERBER LIFE INSURANCE COMPANY**

A Stock Company
Home Office
1311 Mamaroneck Ave, White Plains, New York 10605
Customer Service 1-800-253-3074

## **Additional Replacement Disclosure**

Your Gerber Life Guaranteed Life insurance policy has a two year Graded Death Benefit, so that if death occurs in the first two years, for any reason other than an accident, the benefit payment will be all the premiums paid, plus 10% interest, rather than the full face amount. You should consider the effect of this limitation with respect to any coverage you may be replacing with your purchase of our policy. Please discuss this with your agent if you have any questions.

## GERBER LIFE INSURANCE COMPANY 1311 MAMARONECK AVE, WHITE PLAINS, N.Y. 10605

## STATEMENT OF POLICY COST AND BENEFIT INFORMATION

PREPARED FOR – Fred Meyer POLICY - 85017471

DATE — 01/11/2023

THIS IS AN ANALYSIS OF YOUR WHOLE LIFE POLICY, WHICH IS LEVEL PREMIUM GRADED DEATH BENEFIT WHOLE LIFE INSURANCE. SINCE THIS POLICY IS ISSUED WITH MINIMAL OR NO MEDICAL UNDERWRITING, THE PREMIUM RATE CHARGED INCLUDES AN EXTRA MORTALITY RISK CHARGE. IF YOU ARE HEALTHY ENOUGH TO QUALIFY AS A "STANDARD" RISK, PREMIUMS WOULD LIKELY HAVE BEEN LOWER IF YOU HAD APPLIED FOR A FULLY UNDERWRITTEN POLICY. IF YOU HAVE ANY QUESTIONS ABOUT YOUR POLICY OR THIS SUMMARY PLEASE CALL OUR CONSUMER SERVICES DEPARTMENT TOLL FREE AT 800-253-3074.

IJ	NSURED	AG	E AT ISSUE 52	SEX M	AMOUNT OF IN \$10,000	ISURANCE
		PRE	MIUM AND BE	NEFIT INFORMAT	ΓΙΟΝ	
		YEARS	ANNUAL PREMIUM	DEATH BENEFITS	SURRENDER VALUE	PAYMENT TERMINATION
		1	\$605.00	\$665.50	\$0.00	AGE 121
		2	\$605.00	\$1,331.0	0 \$124.10	
		3	\$605.00	\$10,000.0		
		4	\$605.00	\$10,000.0	00 \$543.60	
		5	\$605.00	\$10,000.0	00 \$757.10	
		6	\$605.00	\$10,000.0	00 \$973.90	
		7	\$605.00	\$10,000.0	00 \$1,194.60	
		8	\$605.00	\$10,000.0	00 \$1,418.80	
		9	\$605.00	\$10,000.0	00 \$1,645.30	
		10	\$605.00	\$10,000.0	00 \$1,873.00	
		11	\$605.00	\$10,000.0	00 \$2,100.90	
		12	\$605.00	\$10,000.0	00 \$2,328.90	
		13	\$605.00	\$10,000.0	00 \$2,557.10	
		14	\$605.00	\$10,000.0	00 \$2,785.90	
		15	\$605.00	\$10,000.0	00 \$3,015.90	
		16	\$605.00	\$10,000.0	00 \$3,247.70	
		17	\$605.00	\$10,000.0	00 \$3,481.50	
		18	\$605.00	\$10,000.0	00 \$3,717.10	
		19	\$605.00	\$10,000.0	00 \$3,953.80	
		20	\$605.00	\$10,000.0	00 \$4,189.70	
	AT AGE	65	\$605.00	\$10,000.0	00 \$2,557.10	
	AT AGE	100	\$605.00	\$10,000.0	00 \$8,526.70	
	AT AGE	121	\$605.00	\$10,000.0	\$10,000.00	
		L	IFE INSURAN	CE COST INDEXE	ES	
			AYMENTS AT		SURRENDER	
		10 YEAF	S 20 YEA	ARS	10 YEARS	20 YEARS
OLE LIFE POLICY		77.26	69.90		59.15	55.95

EXPLANATION OF THE INTENDED USE OF THE INDEXES IS PROVIDED IN THE LIFE INSURANCE BUYERS GUIDE. THESE INDEXES ARE USEFUL ONLY FOR THE COMPARISON OF THE RELATIVE COSTS OF TWO OR MORE SIMILAR POLICIES.

THE EFFECTIVE POLICY LOAN ANNUAL PERCENTAGE RATE IS 8.00% APPLIED IN ARREARS.