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Administrative Office: PO Box 83043, Lincoln, NE 68501-3043 • 866-863-9753 • [www.5starlifeinsurance.com](http://www.5starlifeinsurance.com)

December 30, 2019

PORT NECHES-GROVES ISD  
2175 N GLENVILLE DRIVE  
RICHARDSON TX 75082

RE: Family Protection Plan Group Term to 121 Life Insurance  
***Insured:*** PORT NECHES-GROVES ISD  
***Policy ID:*** 01936

Dear PORT NECHES-GROVES ISD:

Thank you for trusting 5Star Life Insurance Company with the life insurance needs for you and your family!

Life insurance provides a way to lessen the hardship that can come with the passing of a loved one. You will have peace of mind knowing that life can be lived to the fullest while also providing financial protection for your family.

We recommend that you keep a copy of these documents with your important papers for safekeeping.

We are glad you have chosen 5Star Life Insurance Company. If you have any questions regarding your coverage, please call us toll-free at 1-866-863-9753 Monday – Friday 7 am – 4:30 pm Central to speak to a customer service representative.

Sincerely,

Mark E. Singleton  
President



A Lincoln, Nebraska company

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## A GROUP TERM LIFE INSURANCE CERTIFICATE

5 Star Life Insurance Company certifies that, subject to the terms of the Group Policy issued to PORT NECHES-GROVES ISD (referred to as the Policyholder), the Employee named in the Benefits Summary insert is insured for the benefits described in this Certificate. This Certificate, along with the Benefits Summary form, becomes the Certificate of Insurance. This Certificate of Insurance replaces any and all Certificates and riders previously issued.

This Certificate describes the benefits, provisions and limitations of the Group Policy that apply to You. Nothing in this Certificate waives or alters any of the terms or conditions of the Group Policy. The final interpretation of any specific provision in this Certificate is governed by the terms of the Group Policy. The benefits outlined in this Certificate are effective only if You are eligible for insurance, become insured and remain insured according to the terms of the Group Policy.

- INSPECTION OF GROUP POLICY:** You may inspect the Group Policy associated with this Certificate through your Employer at all reasonable times during normal business hours.
- POLICYHOLDER:** PORT NECHES-GROVES ISD, 2175 N GLENVILLE DRIVE, RICHARDSON, TX
- GROUP POLICY NUMBER:** 01936
- ELIGIBILITY REQUIREMENTS:** All Permanent, Active Full-Time Employees who work 20 or more hours a week for the Employer and Employees who have one or more Dependents are eligible for Dependent Insurance Coverage on the date Employees become eligible for optional insurance Coverage unless they were eligible under the Prior Policy and declined such Coverage or the Dependent failed to pass Evidence of Insurability requirements. If Employees do not have any Dependents, they do not qualify for Dependent Insurance Coverage. In this case, Employees become eligible for Dependent Insurance Coverage on the date they first have a Dependent.
- POLICY EFFECTIVE DATE:** January 1, 2020. The Policy Effective Date is when the Policyholder submits an application for group insurance and pays the first premium.
- INSURANCE DEPARTMENT:** (512) 463-6164

**PLEASE READ YOUR CERTIFICATE CAREFULLY, INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS, AND EXCLUSIONS**

Our Secretary and Our President witness this Certificate.

**Secretary**

**President**

*The Group Family Protection Plan*  
*A Group Term Life Insurance Policy to Age 121*  
Non-Participating  
Coverage Amount Subject to Adjustment after Year 10  
Premiums Payable as shown in Policy Specifications

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## DEFINITIONS

**Actively At Work or Active Work** means that You:

1. are present at an Employer's place of business or another work site designated by an Employer; and
2. are performing the usual and customary duties of Your job.

On any day that is not Your regularly scheduled work day (i.e., vacation, holiday or Weekend), You are considered Actively At Work if You:

1. are not confined in a medical care treatment facility; and
2. are not disabled due to injury or sickness; and
3. Were Actively At Work on Your last scheduled work day.

You usually perform the regular duties of Your job at Your home, You are considered Actively At Work if You meet all the above requirements and could work at an Employer's Usual place of business if required to do so.

If You Were covered under the Prior Policy on the day before the effective date of this Policy, the Actively At Work requirement may be waived by 5 Star Life for an amount of Coverage up to that in force with the Prior Policy.

**Application** means any form used by a Policyholder to apply for a group term life insurance policy. The application shall be filed for approval whether or not it is attached to the Policy at issue.

**Beneficiary** means the person(s), natural or otherwise, to whom 5 Star Life will pay the life insurance benefits in accordance with the terms of the Certificate.

**Certificate** means the document which describes Your benefits and rights under the Policy, and which includes any riders, endorsements or amendments, notices or other attachments to the Certificate.

**Certificateholder** means that You are eligible for benefits provided by the Policyholder's Policy and who receives a Certificate of insurance.

**Child** means Your biological/natural Children, adopted Children, Children placed for adoption, and any other Children required to be covered under the civil union, domestic partnership, marriage or other family or domestic relations laws of the state where the Policy is delivered or issued for delivery.

**Contribution** means the amount the Policyholder may require You to pay towards the total Premium that the insurance company charges for the insurance provided under the Policy.

**Contributory Coverage** means insurance for which the Policyholder requires You to pay towards the total Premium that 5 Star Life charges for the Coverage under the Policy.

**Covered Person** means each person insured under the Policy.

**Conversion Period** means the thirty-one (31) day period starting at 12:01 AM on the day after insurance Coverage terminates.

**Coverage** means the life insurance benefits that insures the life of You or Your Dependent under the Policy.

**Dependent** means a person who is:

4. a lawful Spouse under the laws of the jurisdiction in which the Policy is issued; or
5. an unmarried person with the legal status as Your Child at least fourteen (14) days old but less than nineteen (19) years of age. An unmarried Child who is at least nineteen (19) years of age but less than twenty-six (26) years of age is also a Dependent if enrolled in a school as a Full-Time student, as defined by the school the Child is attending, and continues to receive at least 50% support from the Employee.

**Employee** means any person who meets the eligibility requirements established by the Employer to be Covered Person under the Policy.

The term Employee does not include any person performing services for an Employer

- subject to the terms of a leasing agreement between an Employer and a leasing organization; or
- who receives income that is reported by an Employer on IRS Form 1099.

**Employee Benefits or Employee Insurance Coverage** means the insurance coverage for You as provided by the Policy.

**Employer** means the Policyholder. Such term shall also include each of its subsidiaries and affiliates on a list as maintained by the Policyholder.

**Enrollment form** means any form Used to enroll for insurance benefits under the group Policy.

A **Subsidiary** is an entity with controlling stock ownership (51% or more) held by the Employer who is the Policyholder.

An **Affiliate** is a company whose business is controlled by the Employer through stock ownership, contract, common officers or otherwise.

**Evidence of Insurability** means Written proof given to Us that an eligible person is insurable. This proof must be based on medical, employment, financial, or related information and must be acceptable to Us.

**Family Member** means an Employee who is covered by this Policy who has a lineal family relationship with another Employee.

**Full-Time** means, for an Employee, a work Week of at least twenty (20) hours. For Employees whose work Weeks vary above and below this number, We will determine eligibility by averaging the hours worked in the ninety (90) period immediately prior to the claim event benefit.

**Irrevocable Beneficiary** means a Beneficiary in a life insurance Policy that must agree to any changes in rights to compensation.

**No Evidence Limit** means the greatest amount of insurance Coverage an Employee or Dependent may have without providing Evidence of Insurability.

**Policy Anniversary** means the specified period of time (such as one year) following the effective date of the Policy, and each subsequent period.

**Policy Month** means the period of time that begins on a Premium due date and runs to the next monthly Premium due date.

**Policy Period** means that as shall be defined in the retrospective experience rating reduction section of the Premium rate(s) provision of the Policy, if any.

**Policy Year** means a twelve (12) month period beginning on the Policy Effective Date or its Anniversary.

**Premium** means the amount the Policyholder shall pay to the insurance company for the insurance provided under the Policy.

**Policy** means the group term life insurance Policy issued to the Policyholder, which includes any riders, endorsements or amendments, notices or other attachments to the Policy.

**Policyholder** means the entity to whom the Policy is issued.

**Proof of Loss** means the evidence satisfactory to 5 Star Life that a person has satisfied the conditions and requirements for any benefit described in the Certificate. Proof of Loss shall establish the nature and extent of the loss or condition, 5 Star Life's obligation to pay, and the claimant's right to receive payment.

**Signed or Signature** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**Spouse** means Your lawful Spouse and any other person required to be covered as Your Spouse under the civil union, domestic partnership, marriage or other family or domestic relations laws, including the case law, of the state where the Policy is delivered or issued for delivery.

**Written or writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**We, Us or Our** means 5 Star Life Insurance Company ("Company" or "5Star Life").

**You, Your, or Yours** means the party(ies) named as Owner in the Policy Application unless later changed as provided in this Policy.

## CERTIFICATE PROVISIONS

### CERTIFICATEHOLDER AND ASSIGNMENT

**Certificateholder.** All Certificate rights and privileges belong to the Certificateholder and may be exercised by the Certificateholder during the lifetime of the insured. If the Certificateholder dies before the insured, all the rights and privileges of the Certificateholder pass to the estate of Certificateholder. A Certificateholder's benefits and rights under the Policy shall not be less than those stated in this Certificate.

**Assignment.** An assignment of this Certificate is not binding on Us unless:

1. A Written form satisfactory to 5 Star Life affirms the assignment;
2. The Written form has been Signed by the Employee and assignee;
3. If acting as a plan administrator, the Policyholder acknowledges that the life insurance being assigned is in force on the life of the assignor; and
4. The Written form is received by 5 Star Life.

An assignment will take effect when recorded at 5 Star Life and shall take effect on the date the notice of assignment is Signed by the Employee, subject to any payments made or actions taken by 5 Star Life prior to receipt of this notice. The right of any Beneficiary to receive the death benefit under the Policy shall be subject and subordinate to the rights of any assignees. We are not responsible for the validity of any assignment.

## LIFE INSURANCE BENEFITS

### WHAT WE PAY

If a Covered Person dies, Proof of Loss is required to be sent to 5 Star Life. When 5 Star Life receives the Proof of Loss with the claim, We will review the claim and if it is approved We will pay the Beneficiary the death benefit of the Certificate that is in effect on the date of death.

5Star Life shall pay the death benefit in one sum.

### THE BENEFICIARY

A **Beneficiary** is a person the Insured names to receive the death benefit. Death benefits will be paid to the Insured's named Beneficiary, if any, on file at the time of payment or to the Certificate owner if alive. After We make payment, We have no further liability.

If there is no named Beneficiary, We will pay any benefits due at the insured's death in the following order:

1. to the insured's Spouse, if living; otherwise
2. to the insured's Children, in equal shares, if living; otherwise
3. to the insured's parents, in equal shares, if living; otherwise
4. to the insured's siblings, in equal shares, if living; otherwise
5. to the insured's estate.

### CHANGE OF BENEFICIARY

Unless the Insured names an Irrevocable Beneficiary, the Insured has the right to change the Beneficiary at any time. The Insured must do this in writing on a form satisfactory to Us, stating the date the change is to take effect. The form must be delivered to Us during the Insured's lifetime. No change may take effect if We receive it after We pay the death benefit.

### PAYMENT OF BENEFICIARY

The Insured may name more than one Beneficiary. If so, they will share equally unless the Insured clearly states the order of rights. The share of a Beneficiary who dies before the Insured dies will pass to any surviving Beneficiaries in the order the Insured stated.

We may rely on an affidavit or other Written evidence deemed satisfactory to Us to determine the identity or the existence of Beneficiaries not identified by name. Any payment made by Us in good faith reliance on such evidence will fully discharge Us to the extent of such payment. If the Insured has no surviving Beneficiary, We have the right to make the payment to the Insured's estate or to the Insured's:

1. Spouse.
2. Children.
3. parents.
4. brothers and sisters.

## **SIMULTANEOUS DEATH PROVISION**

If a Beneficiary dies:

1. on the same day the Member dies; or
2. within 15 days thereafter;

benefits will be paid as if that Beneficiary had died before the Member. If Proof of Loss with respect to the Member's death was delivered to Us before the date of the Beneficiary's death, this provision will not apply.

## **HOW THE LIFE INSURANCE BENEFIT IS PAID**

The life insurance benefit is paid in a single sum.

## **CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS**

The Policy and Certificates Were approved under the authority of the Interstate Insurance Product Regulation Commission and issued under that Commission's Standards. Any provision of the Policy or Certificate in conflict with the Standards for group life insurance as the Policy's effective date are hereby amended to conform with those Standards as the Policy's effective date.

## **ENTIRE CONTRACT**

The insurance for Covered Persons is provided under a contract of group term insurance with the Policyholder, and the entire contract with the Policyholder includes the Policy, the Policyholders' Application, the entire Certificates, and any riders, amendments or endorsements to the Policy and to the Certificates.

## **GENERAL CERTIFICATE PROVISIONS**

**Entire Certificate; Changes.** The entire Certificate consists of:

1. this Certificate; and
2. the Enrollment form and/or evidence of insurability form; and
3. any riders, amendments or endorsements attached to this Certificate.

A change in this Certificate will be binding on Us only if:

1. the change is in writing; and
2. the change is made by Our President, Vice President, Secretary or Assistant Secretary.

**Evidence of insurability** will be in the form of a self-completed health statement for Spouses and abbreviated questions for Dependent Children. We may require that Dependents be examined by a Doctor of Our choice, at Our expense, except for exams required for amounts over the No Evidence Limit.

Whenever Evidence of Insurability is required, the coverage in question will not be effective until the later of:

1. the date We approve the evidence; or
2. the Dependent's eligibility date.

### **No Evidence Limit**

The No Evidence Limit is shown in the Group Policy.

1. The Employees may be eligible for more than this amount at initial Enrollment; or
2. the amount of existing insurance coverage may be increased to an amount in excess of any No Evidence Limit; or
3. the amount of insurance coverage currently in excess of the No Evidence Limit may be further increased.

In any of these situations, the Employee must send Us Evidence of Insurability. The amount of an Employee's insurance coverage in excess of that limit will become effective as described in the Evidence of Insurability provision.

Within two (2) years of its effective date, no amount or increase in amount of Employee Life Insurance Coverage issued at any time in excess of the No Evidence Limit is payable for a death due to suicide.

## **EVIDENCE OF INSURABILITY FOR DEPENDENTS**

Individual Evidence of Insurability satisfactory to Us must be given to Us if:

- Employees apply for insurance coverage more than thirty-one (31) days after becoming eligible; or
- Employees apply to reinstate coverage after voluntarily ending insurance coverage; or
- Employees Were eligible but not covered under the Prior Policy for Dependent Spouse and/or Child benefits; or
- Employees apply to increase their Dependent benefit; or
- A Spouse life insurance coverage amounts exceed the No Evidence Limit.

### **No Evidence Limit**

No Evidence Limit means the greatest amount of insurance coverage a Dependent may have without providing Evidence of Insurability. The No Evidence Limit for a Dependent Spouse is shown in the Group Policy.

If the Dependent's amount of insurance coverage exceeds the No Evidence Limit, the amount of insurance coverage in excess of that limit will become effective on the Entry Date after:

1. the Dependent becomes eligible for the insurance coverage; and
2. We approve the Dependent's Evidence of Insurability.

No amount or increase in amount of Dependent Spouse Life Insurance Coverage issued at any time in excess of the No Evidence Limit is payable for a death due to suicide occurring within two (2) years following the date the Spouse becomes covered for such amount or increase in amount of insurance coverage.

## **FILING A CLAIM**

Proof of Loss for the death of the insured will consist of a certified copy of the death Certificate of the insured, or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds. Proof of Loss shall be sent to 5 Star Life after a loss occurs. 5 Star Life shall review the Proof of Loss and if We approve the claim, We shall pay the benefits subject to the terms of the Certificate.

1. Claimant shall obtain a claim form kit from the Policyholder.
2. The process for completing the claim form and submitting the claim form will be explained in the claim form kit.

## **INTEREST ON ONE-SUM DEATH BENEFITS**

Interest at the applicable rate declared by 5 Star Life will be paid on life insurance benefits which are paid in one sum. Such interest will be paid from a date, not later than 60 days after the date of death, set by 5 Star Life to the later of:

1. one year after date of death; or
2. a date determined by 5 Star Life.

In no case will the interest rate or the period for which the interest is paid be less than required by law. Nor will interest be paid for any period after the one-sum payment is made.

## **INCONTESTABILITY**

We rely on the statements made in the Application for this Coverage. We also rely on statements made in any subsequent request for a change of this Coverage. Such statements are deemed representations and not warranties. In addition to the other reasons permitted by law, We can contest the validity of this Coverage or any reinstatement of this Coverage, if:

- a. any material misrepresentation of fact is made in the Application or subsequent request for a change to this Coverage; and
- b. a copy of that Application or subsequent request for a change is attached to this Coverage when issued or delivered or is later made a part of this Coverage

The Policy and Coverage shall not be contested, except for nonpayment of Premium, after it has been in force for 2 years from the Policy Effective Date or most recent Effective date of any Policy reinstatement.

No statement by an Employee covered under the Policy shall be used in contesting the validity of

- a. such person's insurance coverage, or
- b. that coverage or portion of such person's insurance coverage with respect to which the statement was made after such insurance coverage, or portion, as the case may be, has been in force for 2 years during such person's life, except when Premium Contribution payments are insufficient to keep the insurance coverage in force.



Nor shall such statement be used at all unless:

1. contained in a Written Application Signed by the person making such statement;
2. a copy of that instrument is or was provided to such person or person's Beneficiary or personal representative; and
3. the statement is material to the risk We assumed.

Employee statements shall be deemed representations and not warranties. Notwithstanding the above, any fraud in the procurement of the Policy or Coverage shall be subject to the laws of the jurisdiction in which the Policy was issued.

## **CONTINUATION OF COVERAGE**

If the Certificateholder loses eligibility for the coverage provided under this group policy as stated in the Termination provision, the Certificateholder will have the option to continue the coverage, including any riders, by paying the premiums directly to us at our Administrative Office. We will bill the Certificateholder for these premiums. If the Certificateholder stops paying premiums under this option, the coverage may enter its Grace Period.

We must receive a written request for this continuation of coverage option within 30 of the date the certificate would otherwise terminate. No continuation of coverage will be provided if insurance under the policy terminated due to the discovery of fraud or material misrepresentation or due to the Certificateholders' failure to make required premium payments.

## **CONTINUING COVERAGE FOR INJURY, ILLNESS**

**Total Disability** means that, due to an Injury or Sickness, a Covered Person:

- a. is unable to perform the Substantial and material duties of the work-related tests prescribed in the terms /concepts of Regular Job, Regular Occupation, Regular Specialty or any gainful Occupation for which the Covered Person is qualified by reason of education, training or experience, as applicable; and
- b. is not in fact engaged in any Job for wage or profit.

If You become totally disabled not actively at work while insured under the policy, insurance will be continued with payment of premium upon receipt of proof by the Company that the insured person has been totally disabled for 12 months. The policyholder and certificateholder shall be responsible to pay the premium for the continuation on the same basis as premium was paid on the day before total disability began. The continuation shall be provided for life insurance benefits that were in force under the certificate on the day before total disability. Coverage will be continued for 12 months. Notice of satisfactory proof of loss must be submitted no later than 12 months after the insured person has been continuously disabled for 12 months. Failure to furnish proof of total disability within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. If the insured person dies during the continuation period, the Company shall pay the certificate death benefit to the beneficiary upon receipt of proof of loss establishing that the insured person died during the continuation period. If at the end of the continuation period the insured person is no longer eligible for insurance under the certificate, the conversion privilege section of the certificate shall describe the insured person's right to convert

## **.MISSTATEMENT OF A COVERED PERSON'S AGE**

If the age of any person insured under the Policy has been misstated, there shall be a fair adjustment of Premiums. If such person's amount of insurance depends on age, that person's amount of insurance shall be adjusted to an amount determined by such person's correct age.

## **PORTABILITY**

You may "port" (or buy) Group Life insurance coverage when You are losing coverage because Your employment is being voluntarily or involuntarily terminated. The portable group insurance coverage is provided under the same Group Policy and offers group term Life, for members and their dependents, as well as Dependents Life insurance and ends when the Policy ends unless notification by You to continue this coverage is provided within 30 days of the event. The amount of coverage eligible for portability is limited to a maximum of \$150,000 on each insured employee or spouse. Children coverage may be maintained under the Children's Term Insurance rider, under the certificate it was originally issued, if that coverage is part of the portability request. All other previously issued riders are similarly eligible for portability.

### **How It Works**

The Portability option allows terminating employees to continue their life insurance coverage while the Group Master Policy is in effect. This means you can take your coverage with you at a reasonable group rate when you leave your job. Portability coverage shall only be available for amounts of group term insurance for which no application to convert has been made.

## **Eligibility**

When group life plans offer the Portability option, Portability coverage is available to employees when their employment terminates, the policy remains in force provided that you have been covered by this Certificate for at least 30 days. Check with your employer regarding which specific group life coverage that includes the Portability option.

If your life plan contains a Portability provision for spouse and dependent(s), you may also be able to elect Portability coverage for them, as long as they're insured under your current group life coverage and not entering active military service. Spouse coverage and dependent child coverage are subject to maximums of \$50,000 and \$10,000, respectively.

You don't have to elect to continue coverage under the provision in order for your spouse to do so. However, you or your spouse must elect Portability coverage to continue coverage for your dependent child(ren).

## **Term of Coverage**

You and your spouse can continue Portability coverage until age 121. You are responsible for paying your premiums on the ported coverage on a monthly basis. Dependent child coverage can be continued under the Portability provision until age 19 (age 26 if the child is a full-time student).

If a Covered Person dies within 31 days of the date insurance ends under the Certificate, and an application for portability coverage is not received by Us during such time, We shall pay the life insurance benefit in accordance with the conversion provision. If an application for portability coverage is received by Us during such period, We shall pay the amount of life insurance, exclusive of additional benefits, that the Covered Person was entitled to convert under the terms of the certificate. Any premiums paid for the portability coverage shall be refunded. In no event shall We be required to pay the death benefit under the conversion, portability coverage, and the continuation provisions of the certificate.

# **CONVERSION PRIVILEGES**

## **WHEN YOU MAY CONVERT**

You may convert Your insurance to an individual life Policy without Evidence of Insurability for any part of Your life insurance that ends because:

1. You are no longer eligible for the life insurance amount under this Policy. You may convert a life amount up to the amount that terminated, less the amount of any group life insurance for which You are eligible within 31 days after termination.
2. this Policy or the Policy Holders coverage under this Policy:
  - a. terminates; or
  - b. is amended to exclude the class in which the Member belongs; or
  - c. is amended to terminate the Member Life Insurance Benefit.

The maximum life amount that may be converted is the lesser of:

- a. the terminated life amount less the life amount for which You become eligible under any other group Policy within 31 days of the termination; or
- b. \$10,000.

## **CONDITIONS APPLICABLE TO ANY LIFE CONVERSION**

The following provisions apply to any individual life Policy issued under these conversion privileges.

1. You may convert to any one of the Policy forms We normally issue except individual term insurance.
2. An individual Policy will be issued only if Application is made within 31 days of the date the Your Life Insurance ends. Payment of the first Premium must be paid within that time.
3. The cost of the converted Policy is based on Our standard rates for the form of the converted Policy.
4. The converted Policy will take effect at the end of the Conversion Period.

If Your insurance ends or is reduced for any reason as specified in the certificate, the maximum amount that You may elect to convert shall be the amount, exclusive of additional benefits, that ends or is reduced under the certificate, less the amount of life insurance for which You become eligible under any group policy within 31 days after the date Your insurance ended or was reduced.

## **CONVERSION POLICY REPLACES GROUP AMOUNT**

The converted amount of life insurance will replace the group life insurance amount You Were eligible to convert. Premiums for the conversion policy shall be based on:

1. Our rates in use;
2. The form and amount of insurance;
3. The Employee's class of risk; and
4. The Employee's attained age when insurance ends or is reduced. When insurance is reduced:
  - a. If You elect not to convert a reduced amount of life insurance, You shall not have the right to convert such amount at a later date
  - b. We must receive a completed application and required Premium within 31 days after insurance ends or is reduced (the "conversion period").

## **NOTICE OF CONVERSION**

A written notice of the conversion right shall be mailed to You by Us or the Policyholder, at Your last known address, at least 15 days prior to the date insurance ends or is reduced. The right to convert will expire on the later of 16 days after You receive such notice or the end of the conversion period, but in no event shall the right to convert extend beyond 60 days after the expiration of the conversion period.

To convert, We must receive a completed Application for conversion and the first Premium within 31 days of the date Your insurance ends. You may convert to any one of the Policy forms We normally issue except term insurance. You may convert up to the amount that ended, less the amount of any group life insurance for which You are or become eligible within 31 days after termination. The cost of the converted Policy is based on Our standard rates for the form of the converted Policy. The converted Policy will take effect at the end of the 31 day period after Your insurance ended.

## **IF YOU DIE BEFORE CONVERTING YOUR INSURANCE**

If You die during the 31 day period allowed for conversion, We will pay the amount of group life insurance You Were eligible to convert, whether or not You had applied for a converted Policy, exclusive of additional benefits, that You are entitled to convert under the terms of the Certificate. If application and Premium payment has been made for the conversion policy, any premiums paid for the conversion policy shall be refunded. In no event shall We be liable to pay a death benefit under both the group policy and the conversion policy.

If application and Premium payment is made for portability coverage and You die during the conversion period, We shall pay the amount of life insurance, exclusive of additional benefits, that You were entitled to convert under the terms of the certificate. Any premiums paid for the portability coverage shall be refunded. In no event shall We be liable to pay a death benefit for both the coverage that You were entitled to convert and the amount that You ported, whether such ported coverage is to be provided under the same or a different group policy.

## **DEPENDENT CONVERSION PRIVILEGES**

You may convert Your Dependent's life insurance to an individual life Policy without Evidence of Insurability if the Dependent's life insurance ends for any reason other than:

1. Nonpayment of Premium;
2. A Spouse ceases to be a Spouse as defined in the Certificate; or
3. A Child attains the limiting age for coverage under the Certificate;

You may convert the Dependent's life insurance if it's reduced:

1. On or after the Dependent attains a specified age;
2. Because You change from one eligible class to another; or
3. Due to a Policy change

A Spouse may convert life insurance if it ends because the Spouse ceases to be a Spouse as defined in the Certificate; or

A Child may convert life insurance if it ends because the Child attains the limiting age for coverage under the Certificate;

A Dependent has the right to convert his or her group life insurance to an individual Policy if any part of their life insurance ends because:

1. You transfer into an ineligible class; or
2. You die; or
3. The dependent no longer meets the definition of Dependent

No medical exam is required to obtain an individual Policy.

To convert, We must receive a completed Application for conversion and the first Premium within 31 days of the date the Dependent's insurance ends. A Dependent may convert to any one of the Policy forms We normally issue except term insurance. A

Dependent may convert up to the amount that ended, less the amount of any group life insurance for which the Dependent is or becomes eligible within 31 days after termination. Benefits for disability will not be included in the converted Policy. The cost of the converted Policy is based on Our standard rates for the form of the converted Policy. The converted Policy will take effect at the end of the 31 day period after the Dependent's insurance ended.

## **IF THE POLICY OR THIS BENEFIT TERMINATES**

A Dependent Spouse has the right to convert if his or her group life insurance ends because this Policy coverage:

1. ends; or
2. is amended to exclude the class in which the Member belongs; or
3. is amended to terminate the Dependent Life Insurance Benefit.

For a Dependent Spouse to be eligible for conversion, You must have been insured under this Policy for at least five (5) consecutive years. The Dependent Spouse must apply for conversion and pay the first Premium within 31 days of the date insurance ends. The provisions for conversion described in **If a Dependent's Life Insurance Ends** will apply, except that the maximum conversion amount is \$10,000.

## **CONVERSION POLICY REPLACES GROUP AMOUNT**

The converted amount of life insurance will replace the group life insurance amount the Dependent was eligible to convert. Premiums for the conversion policy shall be based on:

1. Our rates in use;
2. The form and amount of insurance;
3. The Dependent's class of risk; and
4. The Dependent's attained age when insurance ends or is reduced. When insurance is reduced:
  - a. If the Dependent elected not to convert a reduced amount of life insurance, The Dependent shall not have the right to convert such amount at a later date
  - b. We must receive a completed application and required Premium within 31 days after insurance ends or is reduced (the "conversion period");

## **NOTICE OF CONVERSION**

A written notice of the conversion right shall be mailed to the Dependent by Us or the Policyholder, at their last known address, at least 15 days prior to the date insurance ends or is reduced. The right to convert will expire on the later of 16 days after the Dependent receives such notice or the end of the conversion period, but in no event shall the right to convert extend beyond 60 days after the expiration of the conversion period.

## **IF DEPENDENTS DIE BEFORE CONVERTING INSURANCE**

If a Dependent dies during the 31 day period allowed for conversion, We will pay the amount the Dependent was eligible to convert, whether or not the Dependent had applied for a converted Policy, exclusive of additional benefits, that the Dependent is entitled to convert under the terms of the Certificate. If application and Premium payment has been made for the conversion policy, any premiums paid for the conversion policy shall be refunded. In no event shall We be liable to pay a death benefit under both the group policy and the conversion policy.

If application and Premium payment is made for portability coverage and the Dependent dies during the conversion period, We shall pay the amount of life insurance, exclusive of additional benefits, that the Dependent was entitled to convert under the terms of the certificate. Any premiums paid for the portability coverage shall be refunded. In no event shall We be liable to pay a death benefit for both the coverage that the Dependent was entitled to convert and the amount that the Dependent ported, whether such ported coverage is to be provided under the same or a different group policy.

## **NOTICE AND EXTENSION**

We will give You Written notice of the right to convert Dependent coverage at least 15 days before the end of the Conversion Period. If We do not give You Written notice within 15 days, the time allowed for You to exercise the conversion privilege will be extended for a period of 15 days following the date You receive the Written notice. In no event will the extended period exceed 60 days after the expiration of the Conversion Period. We will deliver the Written notice to Your last known address. If You elect not to convert a Dependent's reduced amount of life insurance, You shall not have the option to convert such reduced amount at a later date.

## DEATH BENEFIT

5 Star Life will pay the Coverage Amount to Your Beneficiary upon receipt at its Administrative Office of due proof of the death of the insured while covered under this Coverage. The "Coverage Amount" is equal to the amount of life insurance Coverage in force under this Coverage at the insured's death, as determined from the Benefits Summary.

The Employee's Beneficiary can be determined from the Beneficiary provisions.

The death benefit will be paid in one sum.

The Minimum Coverage Amount is level for at least the first ten (10) years and decreases annually thereafter. However, the projected Enhancement to the Minimum Coverage Amount is anticipated to increase the actual Coverage Amount in order for it to remain level for the duration of the Policy. Refer to Table A for Minimum Coverage Amounts in year 11 and thereafter.

An Emergency Death Benefit equal to the lesser of 50% of the Coverage Amount in force or \$10,000 will be payable within 24 hours of Our being notified of the Insured's death, unless the death is within the contestability period and/or under investigation. The Insured's death must occur while he or she is Insured under this Policy. The Emergency Death Benefit is payable in one sum only and shall be deducted from the Coverage Amount in force on the Insured at the date of death.

We will pay interest as required by jurisdictions on proceeds paid in a lump sum in the event of the Insured's death.

## SUICIDE

This provision shall not apply to Coverage in effect for two (2) continuous years. If the insured commits suicide, while sane or insane, during a period of two (2) continuous years of Coverage under the Policy or a Prior Policy issued by Us, We will pay in lieu of all other benefits an amount equal to the Premiums paid. If the insured commits suicide, while sane or insane, during a period of 2 continuous years after an increase in Coverage, but after the initial Coverage was in effect for two (2) continuous years, We will pay the initial Coverage amount plus the Premium paid on the increase over the initial Coverage. If the law of the jurisdiction where the Policy is issued provides a different period, the law of that jurisdiction will govern.

## CONTACT US

Communications regarding this Certificate may be sent to 5 Star Life Insurance Company at its Administrative Office: 777 Research Dr., Lincoln, NE 68521 • 1-866-863-9753.

**The Group Family Protection Plan - Group Term Life Insurance to Age 121 Adjusted Annually after Year 10 Premiums Payable as shown in Minimum Coverage Table A.**

## MINIMUM COVERAGE AMOUNT TABLE A

Policy Year	Attained Age of Insured	Minimum Coverage Amount	Policy Year	Attained Age of Insured	Minimum Coverage Amount
1	66	50,000	30	95	5,150
2	67	50,000	31	96	4,850
3	68	50,000	32	97	4,550
4	69	50,000	33	98	4,300
5	70	50,000	34	99	4,050
6	71	50,000	35	100	3,800
7	72	50,000	36	101	3,589
8	73	50,000	37	102	3,422
9	74	50,000	38	103	3,260
10	75	50,000	39	104	3,104
11	76	50,000	40	105	2,953
12	77	50,000	41	106	2,808
13	78	25,000	42	107	2,668
14	79	22,450	43	108	2,533
15	80	20,150	44	109	2,404
16	81	18,100	45	110	2,281
17	82	16,300	46	111	2,163
18	83	14,750	47	112	2,051
19	84	13,350	48	113	1,943
20	85	12,100	49	114	1,841
21	86	10,950	50	115	1,743
22	87	9,900	51	116	1,651
23	88	9,000	52	117	1,563
24	89	8,150	53	118	1,480
25	90	7,450	54	119	1,401
26	91	6,900	55	120	1,327
27	92	6,400	56	121	1,260
28	93	5,950			
29	94	5,550			



a Lincoln, Nebraska company  
Administrative Offices: P.O. Box 83043, Lincoln, NE 68501

(5 Star Life Insurance Company hereinafter referred to as 5 Star Life or “We” “Our” or “Us”)

**For inquiries or to obtain information about coverage and to provide assistance in resolving complaints, please call: 1-866-863-9753**

## **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER**

**Provides for the Advance of a Portion of the Death Benefit due to Terminal Illness. The terminal illness benefit you receive under this rider may be taxable. Receipt of the waiver of premium benefit may result in the cost of your coverage being considered income. Consult with your personal tax advisor.**

This rider is issued in consideration of the enrollment form and/or evidence of insurability form for this rider. Benefits are subject to the provisions of this rider and the certificate. All terms defined in the certificate and used in this rider apply to this rider, unless otherwise defined in this rider.

### **DEFINITIONS**

**Death Benefit Advance.** The advance, during the covered person’s lifetime, of a portion of the death benefit amount.

**Certificate.** The certificate to which this rider is attached.

**Policy.** The policy to which this rider is attached.

**Certificate Insured.** The person named as the covered person in the certificate.

**Rider Date.** The effective date of this rider. The rider date is the certificate date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our Administrative Office in accordance with our dating rules in effect at the time this rider is issued.

**Terminal Illness.** An illness or physical condition as diagnosed by a licensed physician:

1. expected to result in the insured’s death within 12 months, (24 months or less in Illinois, Kansas, and Massachusetts), or other period of time as stated by state law; and
2. for which there is no reasonable prospect for recovery.

### **PAYMENT OF BENEFITS**

If the insured incurs a terminal illness while coverage under this rider is in effect, you may request a death benefit advance. We agree to pay to you the death benefit advance amount upon our receipt of all of the following:

1. your written election of the death benefit advance; and
2. the written consent of any irrevocable beneficiary or any assignee, that you may elect the death benefit advance; and
3. a written opinion of the insured’s physician that states the diagnosis of the insured’s medical condition and that such medical condition is a terminal illness as defined in this rider; and
4. approval by our medical director. The death benefit advance can only be elected once, per certificate, subject to the limits outlined in the Calculation of Payment provision.

The death benefit advance can only be elected once, per certificate, subject to the limits outlined in the Calculation of Payment provision.

Your election of the death benefit advance is automatically voided and no benefit is payable under this rider if the insured dies after the above requirements are met and before we have paid the benefit.

Any amount later payable under the certificate as a death benefit is reduced by the amount of the death benefit advance.

**Calculation of Payment.** The amount available for death benefit advance is 75% of the death benefit amount for the certificate (excluding any term riders and accidental death benefit rider) on the insured's life subject to a maximum of \$100,000.

We will pay You the full percentage of the Coverage Amount elected, subject to any processing charge of up to \$250, based on a present value calculation at a 0% interest rate with no actuarial discount.

The death benefit advance amount payable to you is discounted at the current discount rate.

The death benefit advance and any remaining death benefit amount for the certificate will be determined at the time the claim is made.

If you elect this benefit on more than one certificate that the insured has with us, we retain the right to utilize the death benefit of one certificate completely prior to using another certificate.

**Cancellation of this Benefit:** This benefit may be cancelled by a written request from You. The date of cancellation will be the date We receive the written request at our Administrative Office. We will refund a pro rata part of any premium paid for this benefit beyond that date. Cancellation of this Benefit shall not prejudice the payment of any benefits for any qualifying event that occurred while the Rider was in force.

**Waiver of Premiums Benefit.** We waive premiums for the certificate and any riders attached to the certificate if the death benefit advance is paid. This waiver of premium benefit is in lieu of any other premium waiver benefit provided by the certificate or a rider attached to the certificate.

Waiver of premiums will:

1. begin on the premium due date on or next following the date you provide us with satisfactory evidence of terminal illness as defined in this rider; and
2. continue until the certificate terminates.

## TERMINATION

This rider terminates and is no longer in force on the earliest of:

1. the date You cease to be in an eligible class under the certificate
2. the monthly date on or next following the date we receive your written termination request; or
3. the date the certificate terminates.

## GENERAL

This rider is a part of the certificate to which it is attached. This rider has no cash or loan value.

**PLEASE READ YOUR RIDER CAREFULLY PLEASE ATTACH THIS RIDER  
TO YOUR POLICY OR CERTIFICATE**

Our Secretary and Our President witness this Rider.



**Secretary**



**President**





Administrative Office: PO Box 83043, Lincoln, NE 68501 • 866-863-9753 • [www.5starlifeinsurance.com](http://www.5starlifeinsurance.com)

(5 Star Life Insurance Company hereafter called “the Company,” “We,” “Us,” or “Our”)

## ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS DISCLOSURE STATEMENT

### IMPORTANT NOTICES TO OWNER

- (1) This is an optional Rider that provides an Accelerated Death Benefit for Terminal Illness.
- (2) The underlying policy is a Term to Age 121 life insurance policy that does not include COI (cost of insurance) charges, loans, non-forfeiture values or liens.
- (3) The Coverage Amount will be reduced if an Accelerated Death Benefit is paid.
- (4) The payment of the Overall Maximum Death Benefit Amount of 75% will cause termination of this Rider but the Policy will remain in force subject to its conditions and the reduced Coverage Amount.
- (5) Although the Accelerated Death Benefits for Terminal Illness are intended to qualify for favorable tax treatment there are circumstances when receipt of an accelerated benefit payment may be taxable. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other government benefits or entitlements and may have income tax consequences. You should consult Your personal tax advisor and the Social Security Administration as well as other applicable social service agencies before requesting this benefit.
- (6) This Rider does not provide coverage for confinement in a nursing home facility or long term care benefits.

### DESCRIPTION OF BENEFITS

An Accelerated Death Benefit is an advance of a portion of the Policy's Coverage Amount prior to the Insured's death due to a diagnosis of a Terminal Illness by a Physician.

### DEFINITIONS

The following definitions are described in more detail in the Rider.

**Coverage Amount** means the death benefit payable under the terms of the Policy including any increases resulting from an optional automatic increase rider.

**Maximum Accelerated Death Benefit Amount** means the specific percentage maximum for the Terminal Illness benefit that is shown in the Additional Policy Specifications page.

**Overall Maximum Accelerated Death Benefit Amount** means the 75% percentage of the Coverage Amount maximum that is applicable to the Terminal Illness Benefit Amounts that are payable under this Rider.

**Processing Charge** means the processing charge up to a maximum of \$250 that may be charged at the time an Accelerated Death Benefit Amount becomes payable and, if charged, will be deducted directly from that amount. If charged, the processing charge will only be charged once in the event that the Insured becomes eligible for more than one acceleration.

**Terminal Illness** means a medical condition that is reasonably expected to result in a drastically limited life span for the Insured of 12 months or less.

**Terminal Illness Benefit Amount** means the percentage of the Coverage Amount that is payable as shown in the Additional Policy Specifications page.

## **PREMIUMS AND WAIVER OF PREMIUMS**

The premium for the Rider will be shown on the Endorsement for Rider Specifications page. There is no extra premium for the Terminal Illness benefit. However, upon Our approval of an acceleration of the Coverage Amount to be paid as described in the Rider, We will waive the premiums due for the Coverage Amount provided by the Policy, including the premiums for all optional riders attached to the Policy. If the qualifying events for the accelerated benefits described in the Rider no longer apply, then the premium payments will be reduced proportionally to the reduction in Coverage Amount.

## **FORM OF PAYMENTS**

Benefit payments may be made as a lump sum or as a series of periodic payments as set forth on the Endorsement for Rider Specifications page.

## **EFFECT ON THE POLICY BENEFITS IF BENEFITS ARE PAID**

**Adjusted Coverage Amount Due to Acceleration:** The Coverage Amount that is payable at the death of the Insured will be reduced by the total of Terminal Illness benefit payments paid to the Owner but in no event by more than the specific Terminal Illness benefit maximums or the Overall Maximum Accelerated Death Benefit Amount. If the Insured dies while the Policy is in force, the remaining Coverage Amount proceeds will be paid to the Beneficiary. No further payments under this Benefit will be made to the Owner.

**A statement entitled “Statement of Effect of Acceleration of Benefits” showing the effect of the acceleration of payment on the Coverage Amount and the premium and showing the Processing Charge (if payable) will be provided.**

Here is an example of the effect of a 30% lump sum option (less the \$250 Processing Charge) for an accelerated benefit payment for a terminal illness on the remaining life insurance benefit:

Coverage Amount	\$10,000
Processing Charge	(\$250)
Amount of Accelerated Benefit	<u>(\$2,750)</u>
Remaining Coverage Amount After Acceleration	\$7,000



a Lincoln, Nebraska company  
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(5 Star Life Insurance Company hereinafter referred to as 5 Star Life or "We" "Our" or "Us")

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### **CHILDREN'S TERM RIDER**

This rider is issued in consideration of the rider premium and the enrollment form and/or evidence of insurability form for this rider and is made a part of the certificate to which it is attached. Benefits are paid in addition to the life insurance benefits of the certificate. Benefits are subject to the provisions of this rider and the certificate. All terms defined in the certificate and used in this rider apply to this rider, unless otherwise defined in this rider.

#### **DEFINITIONS**

**Age.** Issue age is each insured child's age on his or her last birthday as of the rider date. Attained age is each insured child's age on his or her last birthday as of the most recent rider anniversary (or the rider date if this rider has been in force less than one year).

**Certificate.** The certificate to which this rider is attached.

**Certificate Insured.** The person named as the insured in the certificate.

**Conversion Date.** The next monthly date after we receive a request for conversion.

**Insured Child.** An insured child under this rider is any natural child or legally adopted child of the certificate insured who is unmarried and financially dependent on the certificate insured for support and is:

1. more than 14 days and less than 26 years of age on the rider date; or
2. born after the date of enrollment for this rider, is more than 14 days and less than 26 years of age, and the certificate insured is named as parent on the child's birth certificate; or
3. legally adopted by the certificate insured after the rider date for this rider and is more than 14 days and less than 26 years of age.

**Policy.** The policy to which this rider is attached.

**Rider Beneficiary.** Any person and/or entity named in our records to receive the death benefit of this rider when an insured child dies.

**Rider Date.** The effective date of this rider. The rider date is the policy date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our Home Office in accordance with our dating rules in effect at the time this rider is issued.

#### **DEATH BENEFIT ON INSURED CHILDREN**

We pay the benefit amount shown for this rider on the Benefit Summary to the rider beneficiary after we receive written proof that the death of an insured child occurred:

1. while this rider and the certificate are in force; and
2. before the insured child's 26th birthday.

#### **SUICIDE**

**Insured Child.** If an insured child dies by suicide, whether sane or insane, within 2 years from the date he or she is insured, our liability for that insured child is limited to a return of all premiums paid for this rider.

**Certificate Insured.** In the event of suicide of the certificate insured within 2 years from the date of the enrollment for this rider, coverage for any insured children may be converted as explained in the Conversion Option for Insured Child provision of this rider.

## **PREMIUMS**

The annual premium for this rider is shown Benefits Summary.

## **REINSTATEMENT**

The certificateholder's rider may be reinstated upon reinstatement of the certificate if satisfactory evidence of insurability is furnished to us with respect to each insured child and for each insured within 15 days of the reinstatement of the certificate. The death of an insured child before the date of the reinstatement or evidence of insurability unsatisfactory to us with respect to an insured child shall not preclude the reinstatement of the certificate and the rider on the lives of those for whom the evidence of insurability is satisfactory to us.

## **MISSTATEMENT OF AGE**

If the age of any insured child is misstated, any benefit payable with respect to such insured child is determined by the correct age.

## **CONVERSION OPTION FOR INSURED CHILD**

We provide a conversion option to an individual policy for each insured child when that insured child's coverage ends:

1. at his or her 26th birthday. We must receive a written request for this conversion option within 30 days of the insured child's 26th birthday and while this rider is in force; or
2. due to the certificate insured reaching age 70. We must receive a written request for this conversion option within 30 days of the certificate insured's attained age 70; or
3. due to the death of the certificate insured, including death by suicide. We must receive a written request for this conversion option within 30 days of the certificate insured's death.

Upon receipt of such request, we will send a questionnaire to determine the tobacco use status of the insured child. Other than this requirement, no additional evidence of insurability is required. The new policy will have a standard premium class.

The insured child may select the policy and amount of insurance for the new policy. The policy may be any other non-term life policy currently being offered:

1. at the insured child's attained age; and
2. for the amount of insurance selected by the insured child; and
3. for an amount of insurance not more than 5 times the death benefit of this rider, not to exceed \$50,000; and
4. for an amount of insurance not less than the minimum benefit amount available for that policy on the conversion date.

Premiums for the new policy are:

1. at the rate in effect for the insured child's attained age and premium class on the conversion date; and
2. subject to our rules on frequency of premium payments in effect on the conversion date. Coverage under this rider ends for that insured child when coverage under the new policy begins. The new policy will not include any additional benefits or riders unless agreed to by us.

## **RIDER BENEFICIARY**

If not otherwise named in the enrollment form and/or evidence of insurability form for this rider, the certificateholder is the rider beneficiary.

The certificateholder may change the rider beneficiary by a written request to us:

1. while the insured child is alive; and
2. if the prior designation does not prohibit such a change.

A change revokes any prior designation.

If not provided otherwise:

1. The interest of any named rider beneficiary who dies before the insured child, passes to the remaining named rider beneficiaries in equal shares, if any.
2. If no named rider beneficiary survives the insured child, the death benefit of the rider is paid to the certificateholder, if living, otherwise to the certificateholder's estate.

## **INCONTESTABILITY**

We cannot contest payment of this rider once this rider has been in force while each insured child is alive for 2 years from the rider date except for:

1. nonpayment of premiums; and
2. the coverage on any insured child who is added subsequent to the rider date. This 2 year period begins on the date he or she becomes an insured child.

## CONTINUATION OF COVERAGE

This Rider allows for the continuation of coverage for a mentally or physically disabled child.

1. Proof of the disability shall be sent to 5 Star Life Insurance Company within 31 days after the Child attains the age limit and annually beginning two years after such date;
2. insurance shall continue while such Child remains incapable of self-sustaining employment because of the disability and continues to meet the definition of Child except for the age limit;
3. coverage will end when:
  - a. the disability ends
  - b. you or your child cannot prove the disability continues
  - c. you refuse to have your child undergo any required exam
  - d. there is a reason to end it other than your dependent child reaching maximum age; and
4. if at the end of the continuation period the Child is no longer eligible for insurance under the certificate, the conversion provision outlined in the Conversion Option for Insured Child section describes the Child's right to convert.

## TERMINATION

This rider terminates and is no longer in force on the date the group policy terminates.

Coverage for each insured child automatically terminates on the earlier of his or her 26th birthday or the date the certificateholder's rider terminates.

The certificateholder's rider terminates and is no longer in force on the earliest of:

1. the death of the certificate insured (see Conversion Option for Insured Child); or
2. the date any premium for the rider or the certificate remains unpaid, subject to the grace period provision of the certificate; or
3. the date the certificate insured turns age 70; or
4. the date the certificate terminates; or
5. the monthly date on or next following the date we receive the certificateholder's written request to terminate.

## GENERAL

This rider is a part of the policy to which it is attached. This rider has no cash or loan value.

If an insured child dies during the grace period, we deduct the unpaid premium from the benefit to be paid.

**PLEASE READ YOUR RIDER CAREFULLY PLEASE ATTACH THIS RIDER  
TO YOUR POLICY OR CERTIFICATE**

Our Secretary and Our President witness this Rider.



**Secretary**



**President**



a Lincoln, Nebraska company

Administrative Office: P.O. Box 83043, Lincoln, NE 68501

(5 Star Life Insurance Company hereinafter referred to as "5 Star Life" or "We" "Our" or "Us")

**For inquiries or to obtain information about coverage and to provide assistance in resolving complaints, please call: 1-866-863-9753**

### **"QUALITY OF LIFE" ACCELERATED DEATH BENEFIT RIDER**

**This is an optional Rider that provides an Accelerated Death Benefit for Chronic Illness and Terminal Illness.**

This Rider, including the Endorsement for Rider Specifications page, is attached to and made a part of the Policy or Certificate to which it is attached. This Rider is issued in consideration of the Application and payment of any required payment of premium. This Rider is subject to all terms, conditions, limitations and exceptions of the Policy, except where changed by this Rider.

#### **IMPORTANT NOTICES TO OWNER**

- (1) **The underlying policy's Coverage Amount will be reduced if an Accelerated Death Benefit is paid.**
- (2) **The payment of the Overall Maximum Death Benefit Amount of 75% will cause termination of this Rider but the Policy will remain in force subject to its conditions and the reduced Coverage Amount.**
- (3) **Although the Accelerated Death Benefits for Chronic Illness and Terminal Illness are intended to qualify for favorable tax treatment there are circumstances when receipt of an accelerated benefit payment may be taxable. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other government benefits or entitlements and may have income tax consequences. You should consult Your personal tax advisor and the Social Security Administration as well as other applicable social service agencies before requesting this benefit.**
- (4) **This Rider does not provide coverage for confinement in a nursing home facility or long term care benefits.**

#### **EFFECTIVE DATE**

This Rider is effective on the same date as the Effective Date of the Policy.

#### **DEFINITIONS**

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this Rider.

**Activities of Daily Living** means an activity that occurs every day. Each of the activities that are listed below is considered an Activity of Daily Living:

- (1) **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table), or by a feeding tube, or intravenously.
- (2) **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- (3) **Transferring:** Moving into and out of a bed, chair or wheelchair.
- (4) **Bathing:** Washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower.
- (5) **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- (6) **Continence:** The ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene. This includes caring for a catheter or colostomy bag.

**Chronic Illness** means:

- (1) the permanent inability to perform, without Substantial Human Assistance, at least two Activities of Daily Living; and
- (2) for periodic payments, that within the preceding 12-month benefit period a Licensed Health Care Practitioner has certified that the Insured meets the definition of a Chronically Ill Individual; and
- (3) for permanent Severe Cognitive impairment and similar forms of dementia, that Substantial Supervision is required.

**Chronically Ill Individual** means an Insured who has been certified by a Licensed Health Care Practitioner as:

- (1) being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- (2) requiring Substantial Supervision to protect the Insured from threats to his or her health and safety due to Severe Cognitive Impairment.

If the Licensed Health Care Practitioner certifies that the Insured will need Substantial Human Assistance for the rest of the Insured's life, the above 90-day requirement is satisfied by the expectation that the Insured will be unable to perform at least two Activities of Daily Living prospectively.

**Coverage Amount** means the death benefit payable under the terms of the Policy including any increases resulting from an optional automatic increase rider.

**Elimination Period** means the consecutive number of days that the Chronically Ill Individual must meet as described in the Conditions for Eligibility for Chronic Illness benefits. There will be no Chronic Illness benefits paid during this period. The Elimination Period will start from the first day that the Chronically Ill Individual is certified by a Licensed Health Care Practitioner as: (1) being Unable to Perform without Substantial Human Assistance at least two Activities of Daily Living; or (2) having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Chronically Ill Individual from threats to his or her health and safety. The Elimination Period for the Chronic Illness benefit will be shown in the Endorsement for Rider Specifications page. The Elimination Period only needs to be satisfied once during the Insured's lifetime. If the Licensed Health Care Practitioner certifies that the Insured will need Substantial Human Assistance for the rest of the Insured's life, the Elimination Period requirement is satisfied by the expectation that the Insured will be unable to perform at least two Activities of Daily Living prospectively.

**Immediate Family** means the Insured's or Your spouse, child, brother, sister, parent, grandparent or grandchild.

**Insured** means the individual who has a Terminal Illness or a Chronically Ill Individual who is the Insured under the Policy to which this Rider is attached.

**Licensed Health Care Practitioner** means any Physician, Registered Professional Nurse, or Licensed Social Worker.

**Licensed Social Worker** means a health care professional that is licensed in the state in which he or she practices. The Social Worker must be practicing within the scope of their license. A Licensed Social Worker does **not** include a member of the Insured's or Your Immediate Family. A Licensed Social Worker does **not** include anyone who resides in the Insured's or Your home or residence.

**Owner** means the Insured, unless another owner is named in the Application or otherwise changed as provided in the Policy.

**Physician** means an individual who is licensed to practice medicine and treat injury or illness in the state in which treatment is received and who is acting within the scope of that license. A Physician must be someone other than:

- (1) the Insured; or
- (2) the Owner; or
- (3) a person who lives with the Owner or the Insured; or
- (4) a person who is part of the Owner's or the Insured's Immediate Family.

**Registered Professional Nurse** means a health care professional that is licensed or registered as a professional graduate nurse by the state in which he or she practices. The Registered Nurse must be practicing within the scope of that license.



**Severe Cognitive Impairment** means a deficiency in: the Insured's short-term or long-term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Diagnosis must be established by clinical evidence and standardized tests that can accurately measure the Insured's loss. An example of such an Impairment that is covered under this Benefit is Alzheimer's disease and other forms of senility, senile dementia and irreversible dementia.

**Substantial Human Assistance** means actual hands-on assistance that is provided by another individual.

**Substantial Supervision** means continuous, arms-length supervision. This includes, but is not limited to, verbal cueing by another individual to protect the Insured from harming himself/herself or others, or from threats to the Insured's health and safety.

**Terminal Illness** means a medical condition that is reasonably expected to result in a drastically limited life span for the Insured of 12 months or less.

**Unable to Perform** an Activity of Daily Living means that the Insured cannot perform an activity without Substantial Human Assistance, even if the Insured uses some equipment.

**You or Your** refer to the Owner.

### **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

The Terminal Illness Benefit Amount is a percentage of the Coverage Amount, payable in a lump sum as shown on the attached Endorsement for Rider Specifications page. We will pay You the full percentage of the Coverage Amount elected, subject to any processing charge of up to \$250, based on a present value calculation at a 0% interest rate with no actuarial discount.

Upon a request to accelerate the policy Coverage Amount and upon the payment of the Accelerated Death Benefit for Terminal Illness, You and any irrevocable beneficiary will be given a statement entitled "Endorsement for Effect of Acceleration of Benefits" showing any processing charge and the effect of the acceleration of the payment of the Coverage Amount on the death benefit and premiums.

### **Conditions for Eligibility for Payment of Terminal Illness Benefits**

The option to receive a portion of the Coverage Amount can be made when the Insured becomes eligible for benefits. To qualify for benefits, the following conditions for Terminal Illness benefits must be met.

- (1) The Insured has a Terminal Illness as certified by a physician licensed in the United States; and
- (2) Documentation of the diagnosis of Terminal Illness is supported by clinical, radiological, histological, or laboratory evidence of the Terminal Illness; and
- (3) the Coverage provided to the Insured by the Policy to which this Rider is attached is in force; and
- (4) all irrevocable beneficiaries and assignees have signed the written request for this benefit.

We reserve the right to require a second or third medical opinion to confirm benefit eligibility. The second or third medical opinions are at Our expense. The second medical opinion may include a physical examination by a Physician designated by Us. In the case of conflicting opinions, eligibility for the Accelerated Death Benefit shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Insured and to the Company.

If the Insured dies following the election to receive this Accelerated Death Benefit, but prior to receipt of such benefit, We will cancel this Rider and pay the Coverage Amount in accordance with the terms of the Policy.

### **ACCELERATED DEATH BENEFIT FOR CHRONIC ILLNESS**

The Chronic Illness Benefit Amount is a percentage of the Coverage Amount, payable in a lump sum or monthly payment option as shown on the attached Endorsement for Rider Specifications page. For all options, We will pay You the full percentage of the Coverage Amount elected, subject to any processing charge of up to \$250, based on a present value calculation at a 0% interest rate with no actuarial discount.

Upon a request to accelerate the policy Coverage Amount and upon the payment of the Accelerated Death Benefit for Chronic Illness, You and any irrevocable beneficiary will be given a statement entitled "Endorsement for Effect of Acceleration of Benefits" showing any processing charge and the effect of the acceleration of the payment of the Coverage Amount on the death benefit and premiums.

#### **Conditions for Eligibility for Payment of Chronic Illness Benefits**

The option to receive a portion of the Coverage Amount can be made when the Insured becomes eligible for benefits. To qualify for benefits, the following conditions for Chronic Illness benefits must be met.

- (1) The Insured is a Chronically Ill Individual as certified by a Licensed Health Care Practitioner; and
- (2) The Insured has satisfied the Elimination Period; and
- (3) the Coverage provided to the Insured by the Policy to which this Rider is attached is in force; and
- (4) all irrevocable beneficiaries and assignees have signed the written request for this benefit.

We reserve the right to require a second or third medical opinion to confirm benefit eligibility. The second or third medical opinions are at Our expense. The second medical opinion may include a physical examination by a Physician designated by Us. In the case of conflicting opinions, eligibility for the Accelerated Death Benefit shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Insured and to the Company.

If the Insured dies following the election to receive this Accelerated Death Benefit, but prior to receipt of such benefit, We will cancel this Rider and pay the Coverage Amount in accordance with the terms of the Policy.

### **GENERAL PROVISIONS CONCERNING TERMINAL ILLNESS AND CHRONIC ILLNESS BENEFITS**

#### **PREMIUMS AND WAIVER OF PREMIUMS**

The premium for this Rider will be shown on the Endorsement for Rider Specifications page. There is no extra premium for the Terminal Illness benefit. However, upon Our approval of an acceleration of the Coverage Amount to be paid as described in this Rider, We will waive the premiums due for the Coverage Amount provided by the Policy, including the premiums for all optional riders attached to the Policy. If the qualifying events for the accelerated benefits described in this Rider no longer apply, then the premium payments will be reduced proportionally to the reduction in Coverage Amount.

**Processing Charge:** A processing charge up to a maximum of \$250 may be charged at the time an Accelerated Death Benefit Amount becomes payable and, if charged, will be deducted directly from that amount. If charged, the processing charge will only be charged once in the event that the Insured becomes eligible for more than one acceleration.

#### **FORM OF PAYMENTS**

Benefit payments may be made as a lump sum or as a series of periodic payments as set forth on the Endorsement for Rider Specifications page.

#### **MAXIMUM ACCELERATED DEATH BENEFIT AMOUNTS**

In no event will a Terminal Illness or Chronic Illness benefit exceed the specific percentage maximum for either benefit that is shown in the Endorsement for Rider Specifications page.

#### **OVERALL MAXIMUM ACCELERATED DEATH BENEFIT AMOUNT**

In no event will the combination of Chronic Illness or Terminal Illness Benefit Amounts that are payable under this Rider as shown in the Endorsement for Rider Specifications page exceed 75% of the Coverage Amount.

#### **EFFECT ON THE POLICY BENEFITS IF BENEFITS ARE PAID**

**Adjusted Coverage Amount Due to Acceleration:** The Coverage Amount that is payable at the death of the Insured will be reduced by the total of all Chronic Illness and/or Terminal Illness benefit payments paid to You, whether as a lump sum or as the aggregate of all periodic payments made to You, but in no event by more than the specific Chronic Illness benefit or Terminal Illness benefit maximums or the Overall Maximum Accelerated Death Benefit Amount. If the Insured dies while the Policy is in force, the remaining Coverage Amount proceeds will be paid to the Beneficiary. No further payments under this Benefit will be made to You.

A statement entitled “Statement of Effect of Acceleration of Benefit” showing the effect of the acceleration of payment on the Coverage Amount and the premium and showing the Processing Charge, if any, will be provided.

**Restriction on Changes to Policy and Benefits:** If benefits are being paid for accelerated death benefits no changes may be made to the Coverage Amount provided by the Policy. Additionally, no changes can be made to any optional rider attached to the Policy.

### PAYMENT PROCEDURES

**Payment of Claims:** All benefits will be paid to You, unless You designate a different payee. Payment of the Accelerated Death Benefit, whether on a lump sum or as a series of periodic payments basis, will be made immediately upon receipt of due written proof of eligibility.

**Adjustment of the Death Benefit:** If benefit payments are paid after the Insured has died, but before notification of death has been received by the Company, We will reduce the Death Benefit by the amount of these benefit payments.

If the Insured dies before all payments of the accelerated death benefit are made, We will deduct the amount already accelerated from the Coverage Amount and pay the remaining amount to the Beneficiary.

**Contestability:** This Benefit will be contestable on the same basis as the Coverage under The Policy.

**Suicide:** If the Insured dies by suicide, while sane or insane, within two years from the Benefit Effective Date, the coverage under this Benefit will terminate. Any premiums refunded under the Suicide Exclusion provision of The Policy will be reduced by the amount of any accelerated benefits paid under this Benefit.

### Termination of this Benefit:

This Benefit will terminate at the earliest of:

- (1) On the date the Overall Maximum Accelerated Death Benefit Amount reaches 75% of the Coverage Amount;
- (2) Upon written request from the Owner;
- (3) Upon termination of the Policy; or
- (4) Upon nonpayment of any separate premium for the Benefit, in accordance with the provisions of the Rider or the Policy.

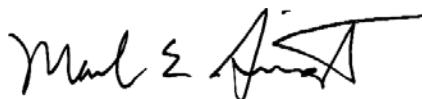
**Cancellation of this Benefit:** This benefit may be cancelled by a written request from You. The date of cancellation will be the date We receive the written request at our Administrative Office. We will refund a pro rata part of any premium paid for this benefit beyond that date. Cancellation of this Benefit shall not prejudice the payment of any benefits for any qualifying event that occurred while the Rider was in force.

**PLEASE READ YOUR RIDER CAREFULLY PLEASE ATTACH THIS RIDER TO YOUR POLICY OR CERTIFICATE**

5 STAR LIFE INSURANCE COMPANY



*Secretary*



*President*

**“QUALITY OF LIFE” ACCELERATED DEATH  
BENEFIT RIDER RIDER SPECIFICATIONS**

**Policy ID: 01936**

**Plan:** FPP Quality of Life Rider: Chronic Illness Benefit and Terminal Illness Benefit

**Insured:** PORT NECHES-GROVES ISD

**Effective Date of Issue:** 01/01/2020

**Expiry Date:** Insured age of 121

**Date of Birth:** See Benefit Summary

**Issue Age:** See Benefit Summary

**Initial Coverage Amount:** See Benefit Summary

**Premium\* for Rider:** \$2.20

**Processing Charge:** \$250

\* The Premium for the Rider does not include any premium for the Terminal Illness Benefit because there is no charge for this benefit.

**Elimination Period:** 90 Days

**Chronic Illness Benefit Amount:**

Monthly Payment Option 2: 16% of Coverage Amount payable upon satisfaction of the Elimination Period and 4% of Coverage Amount monthly thereafter for a maximum of 14 Monthly Accelerated Death Benefit Amounts, subject to a maximum of 72% of the Coverage Amount

Lump Sum Option: 70% of the Coverage Amount

**Terminal Illness\*\* Benefit Amount:** 30% of the Coverage Amount

**\*\* The Terminal Illness Benefits contained in this Rider replace all the Accelerated Benefits provisions contained in the Policy to which the Rider is attached.**

**Overall Maximum Accelerated Death Benefit Amount:** In no event shall any combination of Chronic Illness or Terminal Illness Benefit Amounts exceed 75% of the Coverage Amount.

**Coverage Amount** as used herein means the death benefit payable under the terms of the Policy including any increases resulting from an optional automatic increase rider.

**Notice: Payment of an Accelerated Benefit could affect your eligibility for Medicaid or other Government benefits. Also, Accelerated Benefits may be taxable. As with all tax matters, You should consult Your personal tax advisor.**



Administrative Office: PO Box 83043, Lincoln, NE 68501 • 866-863-9753 • [www.5starlifeinsurance.com](http://www.5starlifeinsurance.com)

(5 Star Life Insurance Company hereafter called “the Company,” “We,” “Us,” or “Our”)

## “QUALITY OF LIFE” ACCELERATED DEATH BENEFIT FOR CHRONIC ILLNESS OR TERMINAL ILLNESS DISCLOSURE STATEMENT

### IMPORTANT NOTICES TO OWNER

- (1) This is an optional Rider that provides an Accelerated Death Benefit for Chronic Illness or Terminal Illness.
- (2) The underlying policy is a Term to Age 121 life insurance policy that does not include COI (cost of insurance) charges, loans, non-forfeiture values or liens.
- (3) The Coverage Amount will be reduced if an Accelerated Death Benefit is paid.
- (4) The payment of the Overall Maximum Death Benefit Amount of 75% will cause termination of this Rider but the Policy will remain in force subject to its conditions and the reduced Coverage Amount.
- (5) Although the Accelerated Death Benefits for Chronic Illness and Terminal Illness are intended to qualify for favorable tax treatment there are circumstances when receipt of an accelerated benefit payment may be taxable. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other government benefits or entitlements and may have income tax consequences. You should consult Your personal tax advisor and the Social Security Administration as well as other applicable social service agencies before requesting this benefit.
- (6) This Rider does not provide coverage for confinement in a nursing home facility or long term care benefits.

### DESCRIPTION OF BENEFITS

An Accelerated Death Benefit is an advance of a portion of the Policy’s Coverage Amount prior to the Insured’s death due to a diagnosis of a Terminal Illness by a Physician or certification by a Licensed Health Care Professional that the Insured has a Chronic Illness.

### DEFINITIONS

The following definitions are described in more detail in the Rider.

**Activities of Daily Living** means an activity that occurs every day such as: eating, toileting, transferring, bathing, dressing, continence.

**Chronic Illness** means:

- (1) the permanent inability to perform, without Substantial Human Assistance, at least two Activities of Daily Living; and
- (2) for periodic payments, that within the preceding 12-month benefit period a Licensed Health Care Practitioner has certified that the Insured meets the definition of a Chronically Ill Individual; and
- (3) for permanent Severe Cognitive impairment and similar forms of dementia, that Substantial Supervision is required.

**Chronically Ill Individual** means an Insured who has been certified by a Licensed Health Care Practitioner as:

- (1) being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- (2) requiring Substantial Supervision to protect the Insured from threats to his or her health and safety due to Severe Cognitive Impairment.

**Chronic Illness Benefit Amount** means the percentage of the Coverage Amount that is payable as shown in the Additional Policy Specifications page.

**Coverage Amount** means the death benefit payable under the terms of the Policy including any increases resulting from an optional automatic increase rider.

**Elimination Period** means the consecutive number of days that the Chronically Ill Individual must meet as described in the Conditions for Eligibility for Chronic Illness benefits.

**Maximum Accelerated Death Benefit Amount** means the specific percentage maximum for either the Terminal Illness or the Chronic Illness benefit that is shown in the Additional Policy Specifications page.

**Overall Maximum Accelerated Death Benefit Amount** means the 75% percentage of the Coverage Amount maximum that is applicable to the combination of Chronic Illness and Terminal Illness Benefit Amounts that are payable under this Rider.

**Processing Charge** means the processing charge up to a maximum of \$250 that may be charged at the time an Accelerated Death Benefit Amount becomes payable and, if charged, will be deducted directly from that amount. If charged, the processing charge will only be charged once in the event that the Insured becomes eligible for more than one acceleration.

**Terminal Illness** means a medical condition that is reasonably expected to result in a drastically limited life span for the Insured of 12 months or less.

**Terminal Illness Benefit Amount** means the percentage of the Coverage Amount that is payable as shown in the Additional Policy Specifications page.

#### **PREMIUMS AND WAIVER OF PREMIUMS**

The premium for the Rider will be shown on the Endorsement for Rider Specifications page. There is no extra premium for the Terminal Illness benefit. However, upon Our approval of an acceleration of the Coverage Amount to be paid as described in the Rider, We will waive the premiums due for the Coverage Amount provided by the Policy, including the premiums for all optional riders attached to the Policy. If the qualifying events for the accelerated benefits described in the Rider no longer apply, then the premium payments will be reduced proportionally to the reduction in Coverage Amount.

#### **FORM OF PAYMENTS**

Benefit payments may be made as a lump sum or as a series of periodic payments as set forth on the Endorsement for Rider Specifications page.

#### **EFFECT ON THE POLICY BENEFITS IF BENEFITS ARE PAID**

**Adjusted Coverage Amount Due to Acceleration:** The Coverage Amount that is payable at the death of the Insured will be reduced by the total of all Chronic Illness and/or Terminal Illness benefit payments paid to the Owner but in no event by more than the specific Chronic Illness benefit or Terminal Illness benefit maximums or the Overall Maximum Accelerated Death Benefit Amount. If the Insured dies while the Policy is in force, the remaining Coverage Amount proceeds will be paid to the Beneficiary. No further payments under this Benefit will be made to the Owner.

**A statement entitled "Statement of Effect of Acceleration of Benefits" showing the effect of the acceleration of payment on the Coverage Amount and the premium and showing the Processing Charge (if payable) will be provided.**

Here is an example of the effect of a 30% lump sum option (less the \$250 Processing Charge) for an accelerated benefit payment for a terminal illness on the remaining life insurance benefit:

Coverage Amount	\$10,000
Processing Charge	(\$250)
Amount of Accelerated Benefit	<u>(\$2,750)</u>
Remaining Coverage Amount After Acceleration	\$7,000

Here is an example of the effect of a 70% lump sum option (less the \$250 Processing Charge) for an accelerated benefit payment for a chronic illness on the remaining life insurance benefit:

Coverage Amount	\$10,000
Processing Charge	(\$250)
Amount of Accelerated Benefit	<u>(\$6,750)</u>
Remaining Coverage Amount After Acceleration	\$3,000

Here is an example of the effect of an accelerated benefit payment for a chronic illness benefit on the remaining life insurance benefit if paid on the monthly payment option of 12% upon satisfaction of the Elimination Period (less \$250 Processing Charge) and 3% thereafter for 21 months:

Coverage Amount	\$10,000
Processing Charge	(\$250)
Amount of Accelerated Benefit	<u>(\$7,250)</u>
Remaining Coverage Amount After 22 Months Acceleration	\$2,500

Here is an example of the effect of an accelerated benefit payment for a chronic illness benefit on the remaining life insurance benefit if paid on the monthly payment option of 16% upon satisfaction of the Elimination Period (less \$250 Processing Charge) and 4% thereafter for 15 months.

Coverage Amount	\$10,000
Processing Charge	(\$250)
Amount of Accelerated Benefit	<u>(\$6,950)</u>
Remaining Coverage Amount After 15 Months Acceleration	\$2,800



**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION  
(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association (“the Association”) administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under any order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, **ONLY** if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

**Life insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)





## **LIFE INSURANCE BUYER'S GUIDE**

This guide can help you when you shop for life insurance. It discusses how to:

- Find a Policy That Meets Your Needs and Fits Your Budget.
- Decide How Much Insurance You Need.
- Make Informed Decisions When You Buy a Policy.

*Prepared by the National Association of Insurance Commissioners<sup>1</sup>*

This guide does not endorse any company or policy.

Reprinted by:

5 Star Life Insurance Company  
Compliance Department  
909 North Washington Street  
Alexandria, Virginia 22314

June 2, 2016

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<sup>1</sup> *The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.*

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## IMPORTANT THINGS TO CONSIDER

1. Review your own insurance needs and circumstances. Choose the kind of policy that has benefits that most closely fit your needs. Ask an agent or company to help you.
2. Be sure that you can handle premium payments. Can you afford the initial premium? If the premium increases later and you still need insurance, can you still afford it?
3. Don't sign an insurance application until you review it carefully to be sure all the answers are complete and accurate.
4. Don't buy life insurance unless you intend to stick with your plan. It may be very costly if you quit during the early years of the policy.
5. Don't drop one policy and buy another without a thorough study of the new policy and the one you have now. Replacing your insurance may be costly.
6. Read your policy carefully. Ask your agent or company about anything that is not clear to you.
7. Review your life insurance program with your agent or company every few years to keep up with changes in your income and your needs.

### Buying Life Insurance

When you buy life insurance, you want coverage that fits your needs.

**First**, decide how much you need--and for how long--and what you can afford to pay. Keep in mind the major reason you buy life insurance is to cover the financial effects of unexpected or untimely death. Life insurance can also be one of many ways you plan for the future.

**Next**, learn what kinds of policies will meet your needs and pick the one that best suits you.

**Then**, choose the combination of policy premium and benefits that emphasizes protection in case of early death, or benefits in case of long life, or a combination of both.

It makes good sense to ask a life insurance agent or company to help you. An agent can help you review your insurance needs and give you information about the available policies. If one kind of policy doesn't seem to fit your needs, ask about others.

This guide provides only basic information. You can get more facts from a life insurance agent or company or from your public library.

### What About the Policy You Have Now?

If you are thinking about dropping a life insurance policy, here are some things you should consider:

- If you decide to replace your policy, don't cancel your old policy until you have received the new one. You then have a minimum period to review your new policy and decide if it is what you wanted.
- It may be costly to replace a policy. Much of what you paid in the early years of the policy you have now, paid for the company's cost of selling and issuing the policy. You may pay this type of cost again if you buy a new policy.
- Ask your tax advisor if dropping your policy could affect your income taxes.

- If you are older or your health has changed, premiums for the new policy will often be higher. You will not be able to buy a new policy if you are not insurable.
- You may have valuable rights and benefits in the policy you now have that are not in the new one.
- If the policy you have now no longer meets your needs, you may not have to replace it. You might be able to change your policy or add to it to get the coverage or benefits you now want.
- At least in the beginning, a policy may pay no benefits for some causes of death covered in the policy you have now.

In all cases, if you are thinking of buying a new policy, check with the agent or company that issued you the one you have now. When you bought your old policy, you may have seen an illustration of the benefits of your policy. Before replacing your policy, ask your agent or company for an updated illustration. Check to see how the policy has performed and what you might expect in the future, based on the amounts the company is paying now.

## How Much Do You Need?

Here are some questions to ask yourself:

- How much of the family income do I provide? If I were to die early, how would my survivors, especially my children, get by? Does anyone else depend on me financially, such as a parent, grandparent, brother or sister?
- Do I have children for whom I'd like to set aside money to finish their education in the event of my death?
- How will my family pay final expenses and repay debts after my death?
- Do I have family members or organizations to whom I would like to leave money?
- Will there be estate taxes to pay after my death?
- How will inflation affect future needs?

As you figure out what you have to meet these needs, count the life insurance you have now, including any group insurance where you work or veteran's insurance. Don't forget Social Security and pension plan survivor's benefits. Add other assets you have: savings, investments, real estate and personal property. Which assets would your family sell or cash in to pay expenses after your death?

## What Is the Right Kind of Life Insurance?

All policies are not the same. Some give coverage for your lifetime and others cover you for a specific number of years. Some build up cash values and others do not. Some policies combine different kinds of insurance, and others let you change from one kind of insurance to another. Some policies may offer other benefits while you are still living. Your choice should be based on your needs and what you can afford.

There are two basic types of life insurance: *term insurance* and *cash value insurance*. Term insurance generally has lower premiums in the early years, but does not build up cash values that you can use in the future. You may combine cash value life insurance with term insurance for the period of your greatest need for life insurance to replace income.

### Term Insurance

Term Insurance covers you for a term of one or more years. It pays a death benefit only if you die in that term. Term insurance generally offers the largest insurance protection for your premium dollar. It generally does not build up cash value.

You can renew most term insurance policies for one or more terms even if your health has changed. Each time you renew the policy for a new term, premiums may be higher. Ask what the premiums will be if you continue to renew the policy. Also ask if you will lose the right to renew the policy at some age. For a higher premium, some companies will give you the right to keep the policy in force for a guaranteed period at the same price each year. At the end of that time you may need to pass a physical examination to continue coverage, and premiums may increase.

You may be able to trade many term insurance policies for a cash value policy during a conversion period--even if you are not in good health. Premiums for the new policy will be higher than you have been paying for the term insurance.

### **Cash Value Life Insurance**

Cash Value Life Insurance is a type of insurance where premiums charged are higher at the beginning than they would be for the same amount of term insurance. The part of the premium that is not used for the cost of insurance is invested by the company and builds up a cash value that may be used in a variety of ways. You may borrow against a policy's cash value by taking a policy loan. If you don't pay back the loan and the interest on it, the amount you owe will be subtracted from the benefits when you die or from the cash value if you stop paying premiums and take out the remaining cash value. You can also use your cash value to keep insurance protection for a limited time or to buy a reduced amount without having to pay more premiums. You also can use the cash value to increase your income in retirement or to help pay for needs such as a child's tuition without canceling the policy. However, to build up this cash value, you must pay higher premiums in the earlier years of the policy. Cash value life insurance may be one of several types; whole life, universal life and variable life are all types of cash value insurance.

### ***Whole Life Insurance***

Whole Life Insurance covers you for as long as you live if your premiums are paid. You generally pay the same amount in premiums for as long as you live. When you first take out the policy, premiums can be several times higher than you would pay initially for the same amount of term insurance. But they are smaller than the premiums you would eventually pay if you were to keep renewing a term policy until your later years.

Some whole life policies let you pay premiums for a shorter period such as 20 years, or until age 65. Premiums for these policies are higher since the premium payments are made during a shorter period.

### ***Universal Life Insurance***

Universal Life Insurance is a kind of flexible policy that lets you vary your premium payments. You can also adjust the face amount of your coverage. Increases may require proof that you qualify for the new death benefit. The premiums you pay (less expense charges) go into a policy account that earns interest. Charges are deducted from the account. If your yearly premium payment plus the interest your account earns is less than the charges, your account value will become lower. If it keeps dropping, eventually your coverage will end. To prevent that, you may need to start making premium payments, or increase your premium payments, or lower your death benefits. Even if there is enough in your account to pay the premiums, continuing to pay premiums yourself means that you build up more cash value.

### ***Variable Life Insurance***

Variable Life Insurance is a kind of insurance where the death benefits and cash values depend on the investment performance of one or more separate accounts, which may be invested in mutual funds or other investments allowed under the policy. Be sure to get the prospectus from the company when buying this kind of policy and **STUDY IT CAREFULLY**. You will have higher death benefits and cash value if the underlying investments do well. Your benefits and cash value will be lower or may disappear if the investments you chose didn't do as well as you expected. You may pay an extra premium for a guaranteed death benefit.

## Life Insurance Illustrations

You may be thinking of buying a policy where cash values, death benefits, dividends or premiums may vary based on events or situations the company does not guarantee (such as interest rates). If so, you may get an illustration from the agent or company that helps explain how the policy works. The illustration will show how the benefits that are not guaranteed will change as interest rates and other factors change. The illustration will show you what the company guarantees. It will also show you what *could* happen in the future. Remember that nobody knows what will happen in the future. You should be ready to adjust your financial plans if the cash value doesn't increase as quickly as shown in the illustration. You will be asked to sign a statement that says you understand that some of the numbers in the illustration are not guaranteed.

## Finding a Good Value in Life Insurance

After you have decided which kind of life insurance is best for you, compare similar policies from different companies to find which one is likely to give you the best value for your money. A simple comparison of the premiums is not enough. There are other things to consider. For example:

- Do premiums or benefits vary from year to year?
- How much do the benefits build up in the policy?
- What part of the premiums or benefits is not guaranteed?

Remember that no one company offers the lowest cost at **all** ages for **all** kinds and amounts of insurance. You should also consider other factors:

- How quickly does the cash value grow? Some policies have low cash values in the early years that build quickly later on. Other policies have a more level cash value build-up. A year-by-year display of values and benefits can be very helpful. (The agent or company will give you a policy summary or an illustration that will show benefits and premiums for selected years.)
- Are there special policy features that particularly suit your needs?
- How are nonguaranteed values calculated? For example, interest rates are important in determining policy returns. In some companies increases reflect the average interest earnings on all of that company's policies regardless of when issued. In others, the return for policies issued in a recent year, or a group of years, reflects the interest earnings on that group of policies; in this case, amounts paid are likely to change more rapidly when interest rates change.

# OUR PRIVACY POLICY



## KNOW THE FACTS

### What does 5Star Life do with your personal information?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include your:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Address</li> <li>• Social Security Number</li> <li>• Account balances (if any)</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business as permitted by law. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons 5Star Life chooses to share and whether you can limit this sharing.

### How do we share information and how can you limit sharing?

	<b>Does 5Star Life share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes:</b> such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, or report to credit bureaus	<b>Yes.</b>	<b>No.</b>
<b>For our marketing purposes:</b> to offer products and services provided or endorsed by 5Star Life	<b>Yes.</b>	<b>No.</b>
<b>For joint marketing:</b> sharing with other financial companies to jointly market the other company's products or services	<b>Yes.</b>	<b>Yes.</b>
<b>For our affiliated companies to market to you</b>	<b>Yes.</b>	<b>Yes.</b>
<b>For non-affiliated companies to market to you</b>	<b>Yes.</b>	<b>Yes.</b>

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Mail us at ATTN: Compliance Department, 909 North Washington St, Alexandria, Virginia 22314,</li> <li>• Email us at <a href="mailto:mhunt@afba.com">mhunt@afba.com</a>, or</li> <li>• Call at (703) 706-5975.</li> </ul>
<b>Questions?</b>	<ul style="list-style-type: none"> <li>• Use our online form at <a href="http://5starlifeinsurance.com/contact/">http://5starlifeinsurance.com/contact/</a>.</li> </ul>

Who we are?	
Who is providing this notice?	5Star Life Insurance Company, an Armed Forces Benefit Association related enterprise.

What we do	
How does 5Star Life protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does 5Star Life collect my personal information?	We collect your personal information, for when you apply for one of our products or services. We also collect your personal information when you apply for one of our products or services.
Why can't I limit all sharing?	Federal law only gives you the right to limit the following: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• Affiliates' use of your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> State and territory laws may give you additional rights to limit sharing. <ul style="list-style-type: none"> <li>• For example, if you are a resident of <b>AZ, CA, CT, GA, MA, ME, MN, MT, NJ, NM, NC, OH, OR, or VT</b>, you have the right to <b>opt in</b> to the sharing of any information beyond the legally necessary minimum.</li> <li>• All other states and territories allow consumers to <b>opt out</b> of this sharing.</li> <li>• 5Star Life is not licensed in <b>NY</b>.</li> </ul>
What happens if I limit sharing for an account I hold jointly with someone else?	Your choices (provided they are the most restrictive of those you hold the account jointly with) will apply to everyone on your account.

Definitions	
Affiliates	Companies related to 5Star Life by common ownership or control. They can be financial and nonfinancial companies.
Non-affiliates	Companies not related to 5Star Life by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market 5Star Life's financial products or services to you.



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call 5Star Life Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-776-2322**

You may also write to 5Star Life Insurance Company at:

5Star Life Insurance Company  
909 North Washington Street  
Alexandria, Virginia 22314

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR**

**POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de 5 Star Life Insurance Company's para obtener información o para presentar una queja al:

**1-800-776-2322**

Usted también puede escribir a 5 Star Life Insurance Company:

5Star Life Insurance Company  
909 North Washington Street  
Alexandria, Virginia 22314

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### **DISPUTAS POR PRIMAS DE SEGUROS O**

**RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.