#### **DEFINITIONS**

#### **Home and Administrative Office**

Our Home Office and Administrative office is located at 1701 Research Boulevard, Rockville, Maryland 20850.

#### Policy Date

The Policy Date is shown on the Policy Schedule. This date is used to determine premium due dates, policy anniversaries, years and months. Coverage will be effective on the Policy Date.

#### **Issue Date**

The Issue Date is the date we complete the processing of the insured's approved application, and issue to the insured or the owner this life insurance policy. It is shown on the Policy Schedule.

### Written Notice/Recording Thereof

Written Notice means a notification or request received from the owner in a form satisfactory to us. Written notices are recorded at our administrative office. We will not be responsible for the validity of any written notice.

#### **Term Period**

A Term Period is the period of time that premiums are level. The Term Periods are shown in the Policy Schedule.

#### Renewal Date

A Renewal Date is the date on which the previous term period ended.

## **Expiration Date**

The Expiration Date is the end of the last term period. The Expiration Date is shown in the Policy Schedule.

### Age

Age is shown in the Policy Schedule and is the insured's Age as of the nearest birthday on the Policy Date.

## **Beneficiary**

The person to receive the proceeds payable at the insured's death.

# OWNERSHIP

The owner of this policy is shown in the policy schedule unless later changed. During the insured's lifetime, only the owner may exercise all the rights and agree with us as to changes in the policy. If the insured is not the owner and the owner dies, then the insured will become the owner.

All rights of the owner are subject to the rights of any assignee and of any Irrevocable Beneficiary designation we have on record.

### **Assignment of Policy**

This policy may be assigned. We will not be responsible for the validity of an assignment. We will not be liable for any payments made or actions taken before written notice of any assignment is received by us. Payments to any assignee will only be made in a lump sum.

#### **PREMIUMS**

#### **Payment of Premiums**

The first premium must be paid before any insurance becomes effective. The due date of the first premium is the policy date. Each subsequent premium is due on the premium due date(s) shown in the policy schedule. The owner may change the frequency of the premium payment to any frequency we offer on the date such change is requested. All premiums after the first are payable in advance at our administrative office. A premium receipt signed by one of our officers will be furnished upon request. In no event may premiums be paid beyond the expiration date.

#### **Grace Period**

Except for the first premium, we will allow a 31 day grace period after the premium due date to pay each premium. During the grace period, the policy will remain in force. If a premium is not paid before the end of the grace period, the policy will terminate without value. If death occurs during the grace period, the premium required to provide insurance from the premium due date to the end of the policy month in which the insured's death occurs will be deducted from the proceeds.

### Reinstatement

A policy which terminates in accordance with the grace period provision may be reinstated if:

- 1. written request for reinstatement is made within five years after the expiration of the grace period and before the expiration date of the policy. The reinstated policy will be inforce from the date we approve the application for Reinstatement and the required premiums are paid;
- 2. the owner submits a written application;
- 3. evidence of the insured's insurability is received and approved by us; and
- 4. all due and unpaid premiums, with interest payable at an annual rate of 6%, are paid.

### **CHANGE OF PREMIUM**

We may change the premium for this policy after the initial term period, exclusive of any riders, subject to the following;

 the annual premium for this policy will not exceed the maximum annual premium shown in the policy schedule;

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- 2. the premium may not be changed more than once during any 12 month period;
- 3. we will send the owner, at the address in our records, a written notice of any change in premium at least 30 days before the date on which the change will be effective:
- 4. any change of premium will be based on our expectations as to future experience for such elements as persistency, expenses, mortality, taxes, and investment earnings;
- 5. the modal premium will be calculated on the same basis as used on the issue date of this policy; and
- 6. any change in premium will be on a uniform basis applying to all policies with the same issue age, sex, rating classification, duration, and plan of insurance as this policy. A change of health will not cause a change of premium.
- 7. will take effect on the policy anniversary date following the date we make the change.

#### **RENEWAL**

#### Renewability

This policy may be renewable for additional term periods. Evidence of the insured's insurability need not be furnished. Renewal will occur only if premiums have been paid to the renewal date. This policy, however, will not continue beyond the expiration date.

#### **Effective Date of Renewal**

The renewal premium must be paid within 31 days of the renewal date in order for the renewal to become effective. This policy will be renewed automatically if the insured dies during the 31-day period before the payment of a premium. If the insured dies during this period, the portion of the renewal premium required to provide insurance from the premium due date to the end of the policy month in which the insured's death occurs will be deducted in the calculation of proceeds payable.

### Renewal Premiums

The maximum annual renewal premium rates for this policy, including riders and benefits, are shown in the policy schedule.

### **Automatic Renewal**

This policy will be automatically renewed on the renewal date if:

- 1. it contains a total disability benefit; and
- 2. premiums are being waived to the renewal date under such disability benefit.

We will waive renewal premiums as long as the insured continues to be totally disabled under such total disability benefit.

### **CONVERSION**

This policy may be converted to a new policy on the insured's life. Evidence of the insured's insurability is not required. The conversion may be made:

- 1. on any premium due date, but not later than the end of the conversion period shown in the policy schedule;
- 2. if we receive the owner's written request and application for conversion;
- 3. the first premium for the new policy is paid; and
- 4. the owner returns this policy to us.

The new policy will be issued:

- 1. with the date of exchange as its policy date;
- 2. at the insured's age on the date of exchange;
- 3. with the same rating classification as that under this policy;
- 4. on any permanent life plan which we have available for conversion and, for the amount exchanged, we customarily issue on the date of exchange to applicants with the insured's rating classification;
- 5. with premiums based on our rates for the rating classification and plan of insurance on the date of exchange;
- 6. for an amount of insurance not less than our minimum for the plan selected, nor greater than the face amount of this policy on the conversion date. At least one plan of insurance will be available for conversion in an amount equal to the face amount of this policy on the conversion date;
- 7. the new policy will be issued so that the time limit specified in the Incontestability and Suicide provisions of the new policy will be measured from the Policy Date of this policy; and
- 8. the new policy will be subject to any assignment of this Policy received at our office.

The new policy will contain a total disability benefit and/or accidental death benefit if:

- 1. this policy contains such benefit;
- 2. on the date of exchange, we customarily issue such benefit to applicants with the insured's age, sex, and rating classification; and
- 3. on the date of exchange, we customarily issue such benefit in conjunction with the plan to which the insured converts.

If more than one type of total disability benefit is available on the date of exchange, the benefit attached to the new policy will be the benefit with the lowest premium.

#### **Automatic Conversion**

This policy will be converted to a permanent life plan selected by us at the end of the conversion period if:

- 1. this policy contains a total disability benefit;
- 2. the insured is totally disabled under the terms of the disability benefit at the end of the conversion period; and
- 3. such disability continued during the 6 months prior to the end of the conversion period.

The new policy's premiums will be based on the insured's age on the date this policy is converted. The new policy will be issued for an amount equal to the face amount of this policy on the conversion date. Any premium falling due while the insured continues to be totally disabled will be waived.

### **EXCHANGE OF POLICY FOR SAME PLAN**

This policy may be exchanged for a new policy on the insured's life. Evidence of the insured's insurability satisfactory to us is required. The exchange may be made at any time during the exchange period. The exchange period expires as indicated in the policy schedule.

To make the exchange:

- (1) we must receive a new application for the exchange before the end of the exchange period while this policy is in force; and
- (2) all premiums due on this policy must be paid to the exchange date.

The new policy will be issued:

 on the same plan of insurance as this policy; and
for a face amount not less than the minimum for this plan nor greater than the face amount of this policy on the exchange date.

Premiums for the new policy will be at the rates in effect for the insured's attained age on the exchange date. The new policy will be subject to our rules on frequency of premium payment and minimum premium in effect on the exchange date.

The issue date of the new policy will be the exchange date. The first premium for the new policy must be paid before coverage under the new policy begins. Coverage under this policy will end when coverage under the new policy begins.

The suicide provision in the new policy will be waived.

The new policy may contain any rider(s) included in this policy, subject to our rules and at the premium rates in effect on the exchange date.

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#### **GENERAL PROVISIONS**

#### Contract

This policy, attached riders, amendments, benefits, and the application form the entire contract. Only the President, a Vice President, or the Secretary of Banner Life Insurance Company may change or waive any provision of this contract. Any changes or waivers must be in writing.

We may not change or amend this policy without the owner's consent except as expressly provided in the policy. However, we may change or amend the policy if such change or amendment is necessary for it to comply with any state or federal law, rule, or regulation.

#### Incontestability

Statements in the application are considered representations, not warranties. Statements may be used to contest the validity of this policy or in defense of a claim only if they are contained in the application or in an endorsement or amendment, and a copy of that application, endorsement, or amendment is attached to the policy at issue or is made part of the policy when a change becomes effective.

We will not contest this policy after it has been in force during the Insured's lifetime for two years from the Issue Date, except for failure to pay premiums. If this policy is reinstated, it will be incontestable after it has been in force during the insured's lifetime for two years from the effective date of the Reinstatement. The Incontestability period will be based on the most recent applications.

## Misstatement of Age and Sex

If the insured's age or sex has been misstated, we will pay the amount of insurance that the premiums paid would have purchased at the correct age and sex.

### Suicide

The benefits payable are limited if the insured commits suicide, while sane or insane, within two years from the Issue Date. In such case, our liability will be limited to a refund of all premiums paid to us.

### Non-participating

This policy is non-participating and the owner will not share in Banner Life Insurance Company's profits or surplus. No dividends are payable on this policy.

## AMOUNT OF PROCEEDS

The life insurance proceeds payable at the insured's death will be (1) plus (2) plus (3) minus (4) where:

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- (1) is the face amount of this policy, shown in the policy schedule;
- (2) is any insurance on the insured's life provided by riders:
- (3) is the portion of any premium paid for a period beyond the policy month in which the insured's death occurs;
- (4) is any premium which is due and unpaid for a period from the premium due date to the end of the policy month in which the insured's death occurs.

We reserve the right to require the return of the policy at time of settlement.

#### **BENEFICIARY PROVISIONS**

#### **Beneficiary**

Unless otherwise provided by written notice to us, the beneficiaries are named in the application.

### Change in Beneficiary

During the insured's lifetime, the owner may change the beneficiary designation unless he or she has waived the right to do so. No beneficiary change will take effect until a written notice is received at our administrative office. Such changes will become effective on the date written notice is received by us. All changes will be subject to any payment made by us before notice was received.

### Death of a Beneficiary

Unless otherwise provided in the beneficiary designation:

- 1. the interest of any beneficiary who dies before the insured will pass to any surviving beneficiaries according to their respective interests; or
- 2. if no beneficiary survives the insured, the proceeds will be paid in one sum to the owner, if living; otherwise, to the owner's estate.

## **PAYMENT OF PROCEEDS**

Any amount payable under this contract will be paid in one sum unless otherwise provided. All or part of this sum may be applied to any payment option. However, options will not be available if:

- 1. the net proceeds are less than \$2,500;
- 2. the amount of each payment is less than \$50;
- 3. in the case of payment option 1, 2 or 3, the payee is not a natural person receiving payment in his or her own right.

Proceeds left with us may be withdrawn by written notice where such right is given. The payment of any withdrawal may be postponed for as long as six months from the date we receive written notice.

We may require evidence of the survival of any Payee before any settlement payment payable to the payee is made

## **ELECTION OF PAYMENT OPTIONS**

## By Owner

During the insured's lifetime, the owner may elect any payment option and may change such election if he or she has reserved the right to do so.

If the owner elects a payment option for the beneficiary, the beneficiary may not:

- 1. change or cancel the election;
- 2. assign or transfer the amount held by us; or
- 3. withdraw any future installments or unpaid interest installments unless these rights are granted in the election.

### By Beneficiary

If the owner does not elect a payment option, the beneficiary may do so after the insured's death.

Such election by the Beneficiary:

- 1. must be made before the payment of any Policy Proceeds has been made; and
- 2. shall be effective as of the date of the Insured's death.

## **Conditions for Election**

Any election or change must be made by written notice to us. No election or change will be effective until we record it

### **PAYMENT OPTIONS**

The following sections describe the payment options available under this policy.

### Option 1 - Life Income

We will make equal monthly payments during the payee's lifetime. Payments will end with the last monthly payment before his or her death. The amount of each payment, per \$1,000 of Policy Proceeds, will not be less than that shown in the Option 1 table.

### Option 2 - Life Income With Period Certain

We will make equal monthly payments during the payee's lifetime, with a minimum period guaranteed (60, 120, 180 or 240 months). The amount of each payment, per \$1,000 of Policy Proceeds, will not be less than that shown in the Option 2 table. At the Payee's death, we will continue to pay the balance of the unpaid payments, if any, to the Payee's Beneficiary for the balance of the guaranteed period.

### Option 3 - Joint Life Income

We will make payments for as long as either of two designated persons live. The amount of each payment, per \$1,000 of Policy Proceeds, will not be less than that shown in the Option 3 table.