

SERFF Tracking Number: DENV-125823782 State: Arkansas  
Filing Company: Security Life of Denver Insurance Company State Tracking Number: 40598  
Company Tracking Number: 2519  
TOI: L06I Individual Life - Variable Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium  
Product Name: 2519(JTVUL)-12/08  
Project Name/Number: 2519(JTVUL)-12/08/2519(JTVUL)-12/08

## Filing at a Glance

Company: Security Life of Denver Insurance Company

Product Name: 2519(JTVUL)-12/08

SERFF Tr Num: DENV-125823782 State: ArkansasLH

TOI: L06I Individual Life - Variable

SERFF Status: Closed

State Tr Num: 40598

Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium

Co Tr Num: 2519

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Wendy Paquin, Terry

Disposition Date: 10/24/2008

Stumpf, DeDe Williams, Jackie

Williams, EDS EDSSupport, Laura

Sampair

Date Submitted: 10/20/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: 2519(JTVUL)-12/08

Status of Filing in Domicile: Not Filed

Project Number: 2519(JTVUL)-12/08

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: We are exempt from filing in Colorado, our State of Domicile, pursuant to Colorado Bulletin B-4.1 (May 8, 2007).

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/24/2008

State Status Changed: 10/24/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

*SERFF Tracking Number:* DENV-125823782      *State:* Arkansas  
*Filing Company:* Security Life of Denver Insurance Company      *State Tracking Number:* 40598  
*Company Tracking Number:* 2519  
*TOI:* L061 Individual Life - Variable      *Sub-TOI:* L061.202 Joint (Last Survivor) - Flexible Premium  
*Product Name:* 2519(JTVUL)-12/08  
*Project Name/Number:* 2519(JTVUL)-12/08/2519(JTVUL)-12/08

October 27, 2008

Insurance Commissioner  
Department of Insurance  
Compliance Life & Health  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

Re: Security Life of Denver Insurance Company  
NAIC #68713    FEIN #84-0499703

Form Numbers:

2519(JTVUL)-12/08 Last Survivor Flexible Premium Adjustable Variable Universal Life Insurance Policy  
R2033-12/08 Adjustable Term Insurance Rider  
R2034-12/08 Guaranteed Minimum Accumulation Benefit Rider

Attention Policy Form Approval Division:

We submit the above referenced forms for your review and approval. The forms do not replace any previously approved forms. The forms do not contain any unusual or controversial items from the standpoint of industry standards.

We are exempt from filing in Colorado, our state of domicile, pursuant to Colorado Bulletin B-4.1 (May 8, 2007).

The information bracketed in the forms is subject to change.

The policy form is an Individual Flexible Premium Last Survivor Adjustable Variable Universal Life Insurance Policy designed to provide a benefit payable at the Second Death. The policy uses either the guideline premium test or the cash value accumulation test for compliance with IRC Section 7702. Sample Schedule pages for both tests are included in the policy, but only the applicable Schedule page will print in an issued policy. We will illustrate the policy.

The policy's value will vary depending on the performance of the investment options chosen and the premium paid. The

*SERFF Tracking Number:* DENV-125823782      *State:* Arkansas  
*Filing Company:* Security Life of Denver Insurance Company      *State Tracking Number:* 40598  
*Company Tracking Number:* 2519  
*TOI:* L06I Individual Life - Variable      *Sub-TOI:* L06I.202 Joint (Last Survivor) - Flexible Premium  
*Product Name:* 2519(JTVUL)-12/08  
*Project Name/Number:* 2519(JTVUL)-12/08/2519(JTVUL)-12/08

policy will be registered with the SEC and will be sold with a prospectus by agents who are both licensed to sell variable contracts by the states in which they solicit business and registered with the FINRA as registered representatives for the sale of variable contracts. Our SEC registration is not yet effective. If you wish, we will send you a final prospectus as soon as the policy prospectus becomes effective.

The Adjustable Term Insurance Rider provides the option to add a term insurance component to the death benefit.

The Guaranteed Minimum Accumulation Benefit Rider provides a guarantee that at the end of the guarantee period the policy value will not be less than the guaranteed minimum accumulation value, provided:

- the Net Account Value is allocated to at least five investment options with no more than 35% invested in any one investment option; or
- at least 65% of the Net Account Value is allocated to one or more of the ING LifeStyle portfolios.

The following previously approved forms will be marketed with the submitted policy form (approval dates provided):

135400 - Application for Life Insurance - 8/1/05  
R2030-03/08 - Accelerated Benefit Rider - 2/05/08  
R2028-05/07 - Overloan Lapse Protection Rider - 3/02/07

We have enclosed per your requirements the Flesch Readability Certification, Actuarial Memorandum(s) and if required, the Annual Report and Illustration. The Annual Report and Illustration may contain hypothetical numbers that do not reflect the actual pricing of this product.

Unless otherwise informed, we reserve the right to alter the layout of the enclosed forms, including sequential ordering of the sections, color, and type font and size, and any changes necessary to comply with your state requirements, but we will only do so if such changes are within the allowable parameters or requirements set forth in your statutes.

To the best of our knowledge, the forms comply with the laws and regulations of the insurance department of your state.

Sincerely,

SERFF Tracking Number: DENV-125823782 State: Arkansas  
 Filing Company: Security Life of Denver Insurance Company State Tracking Number: 40598  
 Company Tracking Number: 2519  
 TOI: L06I Individual Life - Variable Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium  
 Product Name: 2519(JTVUL)-12/08  
 Project Name/Number: 2519(JTVUL)-12/08/2519(JTVUL)-12/08

Dede Williams  
 Contract Analyst  
 (800) 448-9839 Ext. 4605045  
 (303) 860-2134 (fax)  
 dede.williams@us.ing.com

## Company and Contact

### Filing Contact Information

DeDe Williams, Contract Analyst dede.williams@us.ing.com  
 1290 Broadway (800) 448-9839 [Phone]  
 Denver, CO 80203 (303) 860-2134[FAX]

### Filing Company Information

Security Life of Denver Insurance Company CoCode: 68713 State of Domicile: Colorado  
 1290 Broadway Group Code: 229 Company Type: Life Insurance  
 Denver, CO 80203-5699 Group Name: State ID Number:  
 (303) 860-2144 ext. [Phone] FEIN Number: 84-0499703  
 -----

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: Per filing  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Security Life of Denver Insurance Company	\$50.00	10/20/2008	23333780

SERFF Tracking Number: DENV-125823782 State: Arkansas  
Filing Company: Security Life of Denver Insurance Company State Tracking Number: 40598  
Company Tracking Number: 2519  
TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium  
Product Name: 2519(JTVUL)-12/08  
Project Name/Number: 2519(JTVUL)-12/08/2519(JTVUL)-12/08

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/24/2008	10/24/2008

*SERFF Tracking Number:* DENV-125823782      *State:* Arkansas  
*Filing Company:* Security Life of Denver Insurance Company      *State Tracking Number:* 40598  
*Company Tracking Number:* 2519  
*TOI:* L06I Individual Life - Variable      *Sub-TOI:* L06I.202 Joint (Last Survivor) - Flexible  
Premium  
*Product Name:* 2519(JTVUL)-12/08  
*Project Name/Number:* 2519(JTVUL)-12/08/2519(JTVUL)-12/08

## **Disposition**

Disposition Date: 10/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: DENV-125823782 State: Arkansas  
 Filing Company: Security Life of Denver Insurance Company State Tracking Number: 40598  
 Company Tracking Number: 2519  
 TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium  
 Product Name: 2519(JTVUL)-12/08  
 Project Name/Number: 2519(JTVUL)-12/08/2519(JTVUL)-12/08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	NAIC Transmittal		Yes
Form	Adjustable Term Rider		Yes
Form	Guaranteed Minimum Accumulation Benefit Rider		Yes
Form	Last Survivor Flexible Premium		Yes
	Adjustable Variable Universal Life Insurance Policy		

SERFF Tracking Number: DENV-125823782 State: Arkansas  
 Filing Company: Security Life of Denver Insurance Company State Tracking Number: 40598  
 Company Tracking Number: 2519  
 TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium  
 Product Name: 2519(JTVUL)-12/08  
 Project Name/Number: 2519(JTVUL)-12/08/2519(JTVUL)-12/08

## Form Schedule

Lead Form Number: 2519(JTVUL)-12/08

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	R2033-12/08	Policy/Cont Adjustable Term ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48	R2033 ATR Basic.pdf
	R2034-12/08	Policy/Cont Guaranteed ract/Fratern Minimum al Accumulation Benefit Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48	R2034 BASIC GMAB.pdf
	2519(JTVUL)-12/08	Policy/Cont Last Survivor Flexible ract/Fratern Premium Adjustable al Variable Universal Certificate Life Insurance Policy	Initial		48	2519 Basic rev 100308.pdf

## ADJUSTABLE TERM INSURANCE RIDER

This Adjustable Term Insurance Rider (the "Rider") is part of the policy to which it is attached (your "Policy") if it is listed in your Policy's Schedule. It provides a term insurance death benefit (the "Adjustable Term Death Benefit") in addition to your Policy's death benefit. Unless expressly changed by this Rider, the terms and conditions of your Policy remain the same and apply to this Rider. This Rider does not participate in our surplus earnings and it has no cash or loan value.

### GENERAL

**Effective Date.** This Rider is effective on the Rider Effective Date which is the later of the Policy Date or the monthly processing date after we approve your application for this Rider.

**Owner, Insured and Beneficiary.** This Rider has the same owner, Insureds and beneficiary(ies) as your Policy.

### COST

**Cost of Insurance Charge.** On each monthly processing date this Rider is in effect, we deduct the Rider's cost of insurance charge from your Policy's Account Value. We will determine the cost of insurance rates from time to time and these may differ from the cost of insurance rates applicable to your Policy. We will base the cost of insurance rates for this Rider on the Ages, genders and risk classes of the Insureds as of the Rider Effective Date, as well as the duration since that date. The cost of insurance charge for this Rider is calculated each month by multiplying the monthly cost of insurance rate by the Adjustable Term Death Benefit (in thousands). The guaranteed maximum cost of insurance rates per \$1,000 of Adjustable Term Death Benefit are shown in your Policy's Schedule.

**Administrative Charge.** On each monthly processing date this Rider is in effect, we deduct the Rider's administrative charge from your Policy's Account Value. The administrative charge for this Rider is calculated each month by multiplying the monthly administrative charge rate by the difference between the Target Death Benefit and the Stated Death Benefit (in thousands). The guaranteed maximum administrative charge rates are shown in your Policy's Schedule.

### DESCRIPTION OF BENEFITS

**Adjustable Term Death Benefit.** Subject to the terms of this Rider, we will pay the beneficiary(ies) the Adjustable Term Death Benefit in effect on the date of the Second Death, meaning the death of the Insured who has survived the death of the other Insured or the simultaneous deaths of both Insureds. The amount of the Adjustable Term Death Benefit is the difference between the Total Death Benefit and the Base Death Benefit under your Policy. In no event will the Adjustable Term Death Benefit be less than zero while your Policy is in force.

Policy loan activity does not increase or decrease your Adjustable Term Death Benefit.

If a partial withdrawal reduces the Policy's Stated Death Benefit, the Policy's Target Death Benefit for the current policy year and all future policy years will be reduced by an amount equal to the reduction in the Stated Death Benefit.

## DEATH BENEFIT OPTIONS

**Death Benefit Option 1.** Under Death Benefit Option 1, the Total Death Benefit is the greater of:

1. The Target Death Benefit; or
2. The Account Value multiplied by the appropriate factor from the Death Benefit Factors described in your Policy's Schedule.

**Death Benefit Option 2.** Under Death Benefit Option 2, the Total Death Benefit is the greater of:

1. The Target Death Benefit plus the Account Value; or
2. The Account Value multiplied by the appropriate factor from the Death Benefit Factors described in your Policy's Schedule.

**Death Benefit Option 3.** Under Death Benefit Option 3, the Total Death Benefit is the greater of:

1. The Target Death Benefit plus premiums received minus partial withdrawals and partial withdrawal service fees; or
2. The Account Value multiplied by the appropriate factor from the Death Benefit Factors described in your Policy's Schedule.

**Death Benefit Option Changes.** After the effective date of any change to the Death Benefit Option, we will change the Target Death Benefit for the current policy year and all future policy years according to the following table:

<b>DEATH BENEFIT OPTION CHANGE</b>		
<b>FROM</b>	<b>TO</b>	<b>TARGET DEATH BENEFIT FOLLOWING THE CHANGE EQUALS:</b>
Death Benefit Option 1	Death Benefit Option 2	Target Death Benefit prior to such change, minus the Account Value as of the effective date of the change.
Death Benefit Option 2	Death Benefit Option 1	Target Death Benefit prior to such change, plus the Account Value as of the effective date of the change.
Death Benefit Option 3	Death Benefit Option 1	Target Death Benefit prior to such change, plus the sum of all premiums received, minus all partial withdrawals and partial withdrawal service fees taken prior to the effective date of the change.

## CHANGES IN COVERAGE

We approve your schedule of Target Death Benefits at issue. Once each policy year you may request a change to the schedule of Target Death Benefits by sending a written request to the ING Customer Service Center. Increases are not allowed before the first monthly processing date after the Rider Effective Date and decreases are not allowed before the first anniversary of the Rider Effective Date. Any change must be for an amount greater than or equal to \$1,000. We must approve any change and the effective date of the change will be the monthly processing date immediately following the date of our approval. After any change to the schedule of Target Death Benefits, you will receive a new Policy Schedule reflecting the change.

Any change to the schedule of Target Death Benefits will automatically terminate all future scheduled changes and after the change your Target Death Benefit will remain level and be equal to the amount in effect immediately following the change unless you request and we approve a new schedule of Target Death Benefits.

We reserve the right to reject any requested change to your schedule of Target Death Benefits if the change might cause us to return any premium to you, unless you have agreed in writing.

**Increases in Coverage.** An increase in the scheduled Target Death Benefit is also subject to the following:

1. Your request for an increase must be made on or before the earlier of Joint Equivalent Attained Age 85 or the Older Insured's Attained age 90; and
2. You must provide evidence satisfactory to us that the Insureds are insurable according to our normal rules of underwriting for the applicable risk classes and ratings for your Policy. This evidence may include an application and required medical information, and our approval may be conditioned on availability of reinsurance coverage and be subject to certain issue limitations.

We will automatically consider any request for an increase to be a request to increase the Stated Death Benefit unless you specifically request an increase only to the Target Death Benefit. An increase in the Stated Death Benefit will result in a corresponding increase in the Target Death Benefit in an equal amount. An increase in only the Target Death Benefit will not affect the amount of the Stated Death Benefit.

**Decreases in Coverage.** A decrease in the scheduled Target Death Benefit is also subject to the following:

1. A decrease will first reduce the Adjustable Term Death Benefit and will then reduce each Segment of the Stated Death Benefit in the same proportion that the Segment bears to the sum of all Segments of Stated Death Benefit as of the effective date of the decrease; and
2. Decreases below the Minimum Death Benefit shown in the Policy's Schedule are not allowed.

### **BENEFIT EXCLUSIONS**

**Suicide.** If either of the Insureds commits suicide, while sane or insane, within 2 years of the Rider Effective Date, we will pay only the monthly cost of insurance and administrative charges paid to us for this Rider. Coverage under this Rider will then terminate. If either of the Insureds commits suicide, while sane or insane, within 2 years of the effective date of an approved increase in the schedule of Target Death Benefits that required underwriting, we will make a limited payment to the beneficiary(ies) for the underwritten increase. This payment will equal the monthly cost of insurance and administrative charges subtracted for such increase. Coverage under that increase will then terminate.

**Misstatement of Age or Gender.** We will adjust the Adjustable Term Death Benefit if either Insured's Age or gender has been misstated. Notwithstanding the Incontestability provision in this Rider, the Adjustable Term Death Benefit will be that which the cost of insurance deducted from your account value on the last monthly processing date prior to the Second Death would have purchased using the Insureds' correct Ages and genders.

### **GENERAL PROVISIONS**

**Termination.** This Rider will terminate on the earliest of:

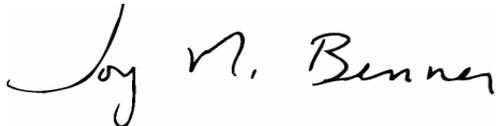
1. The date your Policy expires or terminates for any reason; or
2. The monthly processing date immediately following the date we receive your written request to cancel this Rider; or
3. The policy anniversary nearest the Younger Insured's Attained Age 121.

**Reinstatement.** If we reinstate your Policy under the Reinstatement provision in your Policy, we will reinstate the Rider if it was in effect when your Policy terminated.

**Incontestability.** After this Rider has been in force during the lifetimes of the Insureds for 2 years from the date your Policy is issued (or, if this Rider was added after the Policy Date, 2 years from the Rider Effective Date), we will not contest it, except for nonpayment of premiums. After this Rider has been in force during the lifetimes of the Insureds for 2 years from the effective date of any approved increase in the schedule of Target Death Benefits that required underwriting, we will not contest the approved increase, except for nonpayment of premiums. After this Rider has been in force during the lifetimes of the Insureds for 2 years from the effective date of any reinstatement, we will not contest the reinstatement except for nonpayment of premiums.

Signed for Security Life of Denver Insurance Company by:

[  ]  
Donald W. Britton  
President

[  ]  
Joy M. Benner  
Secretary

**SECURITY LIFE OF DENVER INSURANCE COMPANY**

**Home Office: Denver, CO 80203**  
**ING Customer Service Center: 2000 21st Avenue NW, Minot, ND 58703-0890**

## GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

This Guaranteed Minimum Accumulation Benefit Rider (this "Rider") provides that on the Rider Maturity Date the Account Value of the Policy to which this Rider is attached will not be less than the Minimum Accumulation Value.

### POLICY AND EFFECTIVE DATE

This Rider is part of the policy to which it is attached (your "Policy") and is listed in your Policy's Schedule. It is effective on the Policy Date and may not be added after your Policy has been issued. Unless expressly changed by this Rider, the terms and conditions of your Policy remain the same and apply to this Rider. This Rider does not participate in our surplus earnings and it has no cash or loan value.

### DEFINITIONS

**Account Value.** The Account Value is equal to the sum of the amounts allocated to the various investment options within your Policy plus any outstanding policy loan balance, including accrued but unpaid loan interest.

**Minimum Accumulation Value.** The Minimum Accumulation Value equals the sum of all premium payments we have received for your Policy and attached riders minus all partial withdrawals and all fees and charges deducted from your Policy Account Value (or that may have been waived under the provisions of your Policy or another rider), with the result accrued at an annual interest rate shown in the Rider Schedule.

**Net Account Value.** The Net Account Value equals the Account Value of your Policy minus any outstanding policy loan balance, including accrued but unpaid loan interest.

**Rider Maturity Date.** The Rider Maturity Date is the date on which we will pay the Rider benefit, if any. The Rider Maturity Date is shown in the Rider Schedule.

### RIDER BENEFIT

Subject to the diversification requirement below, this Rider provides that on the Rider Maturity Date your Policy Account Value will not be less than the Minimum Accumulation Value.

On the Rider Maturity Date we will compare the Account Value of your Policy with the Minimum Accumulation Value. If the Minimum Accumulation Value is greater than the Account Value, then we will increase the Account Value of your Policy by allocating an amount equal to the difference between the Account Value and the Minimum Accumulation Value among the various investment options in which your Policy's Account Value is allocated, on a pro rata basis. This Rider will then terminate. If on the Rider Maturity Date the Account Value is greater than the Minimum Accumulation Value, then there will be no adjustment to the Account Value of your Policy and this Rider will terminate without value.

**Diversification.** On each monthly processing date while this Rider is in force, the Net Account Value of your Policy must be adequately diversified as follows:

1. Your Net Account Value is allocated to at least five investment options with no more than 35% invested in any one investment option; or
2. At least 65% of your Net Account Value is allocated to one or more of the ING LifeStyle portfolios.

We will notify you if on any monthly processing date your Net Account Value is not adequately diversified. This notice will explain the diversification requirement and if you do not adequately diversify the Net Account Value within 61 days from the monthly processing date on which the Net Account Value was not adequately diversified, this Rider will terminate without value.

## COST

On each monthly processing date while this Rider is in force we deduct a charge from your Policy's Account Value for this Rider. The amount of this charge will be determined by multiplying the Minimum Accumulation Value by the percentage shown in your Rider Schedule. If on any monthly processing date the Minimum Accumulation Value is zero or less, the charge for this Rider will be waived.

## GENERAL PROVISIONS

**Termination.** This Rider will terminate on the earliest of:

1. The date your Policy expires or terminates for any reason;
2. The monthly processing date immediately following the date we receive your written request to cancel this Rider;
3. 61 days after any monthly processing date on which the Net Account Value of your Policy is not adequately diversified, unless you adequately diversify your Policy's Net Account Value prior to that date; or
4. The Rider Maturity Date.

**Reinstatement.** Once terminated, this Rider cannot be reinstated.

**Incontestability.** After this Rider has been in force during the lifetime of the Insured (or lifetimes of the Insureds if the Policy is a last survivor policy) for 2 years from the date your Policy is issued, we will not contest it except for non-diversification.

Signed for Security Life of Denver Insurance Company by:

  
Donald W. Britton  
President

[ ]

  
Joy M. Benner  
Secretary

## SECURITY LIFE OF DENVER INSURANCE COMPANY

Home Office: Denver, CO 80203  
ING Customer Service Center: 2000 21st Avenue NW, Minot, ND 58703-0890

## RIDER SCHEDULE

### Guaranteed Minimum Accumulation Benefit Rider

POLICY NUMBER:	[67000001]
POLICY DATE:	[April 15, 2008]
MONTHLY PROCESSING DATE:	[15 <sup>th</sup> ]
RIDER MATURITY DATE:	[April 15, 2028]
MONTHLY CHARGE:	[\$0.09583]% of the Minimum Accumulation Value
MINIMUM ACCUMULATION VALUE ANNUAL ACCRUED INTEREST RATE:	[3.00]%

**SECURITY LIFE OF DENVER INSURANCE COMPANY  
A STOCK COMPANY**

INSURED (1) [JOHN DOE]  
INSURED (2) [MARY DOE]  
POLICY DATE: [December 5, 2008]  
POLICY NUMBER: [67000001]

**WE AGREE TO PAY** the Death Proceeds to the beneficiary on the Second Death of the two Insureds while your policy is in force, subject to your policy provisions.

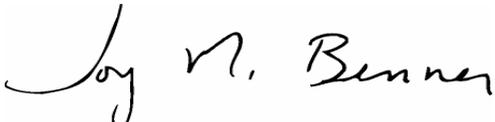
**WE ALSO AGREE** to provide the other rights and benefits of your policy, subject to its provisions.

**PLEASE READ YOUR POLICY CAREFULLY**

**RIGHT TO EXAMINE PERIOD:** You have the right to examine and return your policy. You may return it by mail or other delivery to the agent/registered representative who sold it to you or to the ING Customer Service Center within 10 days after you receive it. It will then be void from the beginning. Once you have returned your policy during the Right to Examine Period, we will refund all premiums paid.

**Your policy is signed for Security Life of Denver Insurance Company by:**

[  ]  
Donald W. Britton  
President

[  ]  
Joy M. Benner  
Secretary

In your policy, "you" and "your" refer to the owner of this policy; "we," "us" and "our" refer to Security Life of Denver Insurance Company.

**Your policy is a LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE VARIABLE UNIVERSAL LIFE INSURANCE POLICY.**

**Your policy provides Death Proceeds and other values that are variable when based on the investment experience of the Subaccounts of the Separate Account. The duration of coverage may be affected and these values may increase or decrease based on investment experience of the Subaccounts of the Separate Account chosen by you. We do not guarantee these values as a fixed dollar amount.**

The Death Proceeds are payable on the Second Death. You should give us notice of the death of each of the Insureds at the time it occurs.

Flexible premiums are payable by you during the lifetime of either Insured until Attained Age 121 of the Younger Insured.

Your policy is nonparticipating and is not eligible for dividends.  
There is no maturity date.

**SECURITY LIFE OF DENVER INSURANCE COMPANY**

[Home Office  
Denver, Colorado]

[ING Customer Service Center  
P.O. Box 5065  
Minot, ND 58702-5065  
Toll Free Number: 1-877-253-5050]

## TABLE OF CONTENTS

SCHEDULE .....	4
SEGMENT BENEFIT PROFILE	
ADDITIONAL BENEFITS AND RIDERS	
GUARANTEED MAXIMUM POLICY CHARGES	
GUARANTEED MAXIMUM MONTHLY RIDER CHARGES	
POLICY FEATURES AND BENEFITS	
DEATH BENEFIT FACTORS	
BASE POLICY TABLE OF GUARANTEED RATES – [SEGMENT #1]	
ADJUSTABLE TERM INSURANCE RIDER TABLE OF GUARANTEED RATES, IF APPLICABLE	
ADJUSTABLE TERM INSURANCE RIDER TABLE OF TARGET DEATH BENEFITS, IF APPLICABLE	
TERMS TO UNDERSTAND .....	5
INSURANCE COVERAGE PROVISIONS.....	6
POLICY DATES AND PERIODS .....	6
DEATH BENEFIT PROVISIONS .....	7
CHANGES IN INSURANCE COVERAGE.....	8
PAYMENT OF DEATH PROCEEDS.....	10
CONTINUATION OF COVERAGE .....	11
PREMIUM PROVISIONS .....	12
PREMIUMS .....	12
PREMIUM LIMITATION .....	12
NET PREMIUM.....	12
PREMIUM ALLOCATION.....	13
FAILURE TO PAY PREMIUM.....	13
SEPARATE ACCOUNT PROVISIONS .....	13
SEPARATE ACCOUNT .....	13
SUBACCOUNTS .....	14
CHANGES WITHIN THE SEPARATE ACCOUNT.....	14
GENERAL ACCOUNT PROVISIONS .....	15
GENERAL ACCOUNT .....	15
GUARANTEED INTEREST DIVISION.....	15
LOAN DIVISION .....	15
TRANSFER PROVISIONS .....	15
ACCOUNT VALUE PROVISIONS .....	16
ACCOUNT VALUE.....	16
VALUES ON THE INVESTMENT DATE .....	16
VALUE OF THE SUBACCOUNTS.....	16
VALUE OF THE GUARANTEED INTEREST DIVISION .....	17
VALUE OF THE LOAN DIVISION.....	18
MONTHLY DEDUCTION .....	18
ADJUSTMENT TO POLICY COST FACTORS.....	19
POLICY LOAN PROVISIONS.....	19
LOANS.....	19
LOAN INTEREST .....	20
LOAN REPAYMENTS.....	20

PARTIAL WITHDRAWAL PROVISIONS.....	20
PARTIAL WITHDRAWALS.....	20
PARTIAL WITHDRAWAL EFFECT ON DEATH BENEFIT .....	21
SURRENDER PROVISIONS.....	21
POLICY SURRENDERS.....	21
SURRENDER CHARGES.....	22
BASIS OF COMPUTATION.....	22
GRACE PERIOD, TERMINATION AND REINSTATEMENT PROVISIONS.....	22
GRACE PERIOD AND LAPSE .....	22
TERMINATION.....	23
REINSTATEMENT.....	23
GENERAL POLICY PROVISIONS.....	24
YOUR POLICY .....	24
NOTICE AND PROCEDURES .....	24
AGES .....	25
INSUREDS.....	25
OWNERS .....	26
BENEFICIARIES .....	26
POLICY SPLIT.....	26
CHANGE RIGHT .....	27
ASSIGNMENT .....	27
INCONTESTABILITY.....	27
MISSTATEMENT OF AGE OR GENDER .....	27
CHANGE IN TOBACCO USE.....	28
SUICIDE EXCLUSION.....	28
DEFERRAL OF PAYMENT .....	28
PERIODIC REPORTS.....	28
ILLUSTRATION OF BENEFITS AND VALUES .....	29
ING CUSTOMER SERVICE CENTER.....	29
SETTLEMENT OPTIONS PROVISIONS .....	29
SETTLEMENT OPTION TABLES.....	32

We place a copy of your application and any amendments, endorsements and riders at the end of your policy provisions and these documents are part of your policy.

## SCHEDULE

POLICY NUMBER	[67000001]
POLICY DATE	[December 5, 2008]
INSURED (1)	[JOHN DOE]
AGE/GENDER	[55, MALE]
RISK CLASS	[STANDARD NO TOBACCO]
[RATING FACTOR]	[1.0]
[FLAT EXTRA AMOUNT (PER MONTH PER \$1,000)]	[\$0 for 0 policy years]
INSURED (2)	[MARY DOE]
AGE/GENDER	[55, FEMALE]
RISK CLASS	[STANDARD NO TOBACCO]
[RATING FACTOR]	[1.0]
[FLAT EXTRA AMOUNT (PER MONTH PER \$1,000)]	[\$0 for 0 policy years]
JOINT EQUIVALENT AGE	[55]
INITIAL STATED DEATH BENEFIT	[\$100,000]
[TARGET DEATH BENEFIT]	[\$250,000*]
MINIMUM DEATH BENEFIT AMOUNT	\$250,000
DEATH BENEFIT OPTION	[1]
MONTHLY PROCESSING DATE	[5th]
SCHEDULED PREMIUM	[\$2,000 annual]
DEFINITION OF LIFE INSURANCE TEST	[GUIDELINE PREMIUM TEST]

Coverage will expire prior to Attained Age 121 of the Younger Insured if premiums paid are insufficient to continue coverage. Any changes to your policy will affect the coverage, including but not limited to partial withdrawals, loans, the timing and amount of premium payments, the investment experience of the Subaccounts of the Separate Account, the interest rate credited to amounts allocated to the Guaranteed Interest Division and current monthly charges, including the cost of insurance rates.

[\*This amount is the Target Death Benefit on the Policy Date. This death benefit may change at the beginning of each policy year. For details, see your Adjustable Term Insurance Rider Table of Target Death Benefits Schedule and your Adjustable Term Insurance Rider.]

If your policy is in force at Attained Age 121 of the Younger Insured, it will continue as stated in the Continuation of Coverage section of your policy.

**SCHEDULE (CONTINUED)**

**SEGMENT BENEFIT PROFILE**

The Stated Death Benefit shown on Schedule page 4 is the initial Segment, or Segment #1. You may add additional Segments to your policy. We will show each new Segment separately in a new Schedule. For details, see the Death Benefit Provisions section.

<b>Description</b>	<b>Segment Stated Death Benefit Amount</b>	<b>Segment Effective Date</b>	<b>Annual Segment Target Premium</b>
Segment #1	[\$100,000]	[December 5, 2008]	[\$1,399.00]

**SCHEDULE (CONTINUED)**

**ADDITIONAL BENEFITS AND RIDERS**

(For charges, if any, see the Rider Charges section. For details on each rider, see your rider and your policy prospectus.)

ACCELERATED BENEFIT RIDER

[OVERLOAN LAPSE PROTECTION RIDER]

[ADJUSTABLE TERM INSURANCE RIDER

Rider Death Benefit]

[\$150,000]

[GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER]

Unless otherwise stated above the risk classes, rating factors and/or flat extra amounts, if any, are the same as Segment #1.

The information provided above is for each rider on the Policy Date. Some rider benefits may change at the beginning of each policy year. For details, see your rider, applicable Schedules, if any, and your policy prospectus.



**SCHEDULE (CONTINUED)**

**GUARANTEED MAXIMUM MONTHLY RIDER CHARGES**

ACCELERATED BENEFIT RIDER See the rider for transaction charges	\$0
[OVERLOAN LAPSE PROTECTION RIDER See the rider for transaction charges]	\$0
[ADJUSTABLE TERM INSURANCE RIDER Cost of Insurance Charge	[See the Adjustable Term Insurance Rider Table of Guaranteed Rates Schedule
Administrative Charge per \$1,000 of Target Death Benefit minus Stated Death Benefit]	Rider Years 1-5      \$[0.0833] Rider Years 6+      \$[0.0010]]
[GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER]	[Minimum Accumulation Value multiplied by the percentage in your rider schedule; for details, see your rider]

**SCHEDULE (CONTINUED)**

**POLICY FEATURES AND BENEFITS**

**a. Policy Loans**

1.	Guaranteed Maximum Interest Rate Charged on Loans	Policy years 1-5 Policy years 6+	3.75% 3.15%
2.	Guaranteed Minimum Interest Rate Credited to Loan Division	3.00% per year	
3.	Minimum Loan Amount	\$500.00	
4.	Maximum Loan Amount	90% of the Net Surrender Value	

**b. Partial Withdrawals**

1.	Minimum Partial Withdrawal Amount	\$500	
2.	Maximum Partial Withdrawal Amount	Amount that will leave \$500 as the Net Surrender Value	
3.	Limit on Partial Withdrawals	Twelve (12) in a policy year	

<b>c.</b>	<b>Guaranteed Minimum Interest Rate</b> (credited to amounts allocated to the Guaranteed Interest Division)	3.00% per year	
-----------	--	----------------	--

(Print for Guideline Premium version)

**SCHEDULE (CONTINUED)**

**DEFINITION OF LIFE INSURANCE GUIDELINE PREMIUM TEST  
DEATH BENEFIT FACTORS**

Your policy's Base Death Benefit at any time will be at least equal to the Account Value multiplied by the appropriate Death Benefit Factor from the following table.

<b>Younger Insured's Attained Age</b>	<b>Death Benefit Factor</b>	<b>Younger Insured's Attained Age</b>	<b>Death Benefit Factor</b>
0-40	2.50		
41	2.43	71	1.13
42	2.36	72	1.11
43	2.29	73	1.09
44	2.22	74	1.07
45	2.15	75	1.05
46	2.09	76	1.05
47	2.03	77	1.05
48	1.97	78	1.05
49	1.91	79	1.05
50	1.85	80	1.05
51	1.78	81	1.05
52	1.71	82	1.05
53	1.64	83	1.05
54	1.57	84	1.05
55	1.50	85	1.05
56	1.46	86	1.05
57	1.42	87	1.05
58	1.38	88	1.05
59	1.34	89	1.05
60	1.30	90	1.05
61	1.28	91	1.04
62	1.26	92	1.03
63	1.24	93	1.02
64	1.22	94	1.01
65	1.20	95	1.00
66	1.19	96	1.00
67	1.18	97	1.00
68	1.17	98	1.00
69	1.16	99	1.00
70	1.15	100+	1.00

**SCHEDULE (CONTINUED)**

**DEFINITION OF LIFE INSURANCE CASH VALUE ACCUMULATION TEST  
DEATH BENEFIT FACTORS**

Your policy's Base Death Benefit will not be less than the amount of life insurance necessary to comply with the Cash Value Accumulation Test of section 7702 of the Internal Revenue Code, as applicable to your policy. Specifically, the Base Death Benefit at any time will not be less than the Account Value multiplied by the reciprocal of the net single premium for \$1 of death benefit at such time (the "Death Benefit Factor"). For this purpose, the net single premium will be determined using the following assumptions:

- a. Frasierized cost of insurance rates based on 100% of the 2001 Commissioners Standard Ordinary Mortality Table (age nearest birthday, non-rated risk classes), except that if lower cost of insurance rates are guaranteed for any duration, then such lower rates will be used;
- b. Interest at an annual effective interest rate equal to the greater of 4% or the rate or rates guaranteed under your policy, including any interest rate guarantee applicable for any duration;
- c. No expense charges;
- d. The death benefit will be assumed not to increase;
- e. The death benefit will be assumed to be provided until a maturity date that is Attained Age 100 of the Younger Insured;
- f. Application of all other computational rules and requirements of the Cash Value Accumulation Test of section 7702 of the Internal Revenue Code; and
- g. Each Segment will have its own set of net single premiums calculated according to the terms above. The net single premium for your policy will be the weighted average of each Segment's net single premium, weighted based on the Stated Death Benefit.

The net single premium will remain level during the policy year and will equal the rate at the beginning of the policy year.

We will construe your policy in a manner consistent with the requirements of the Cash Value Accumulation Test of section 7702 of the Internal Revenue Code.

**SCHEDULE (CONTINUED)**

**BASE POLICY TABLE OF GUARANTEED RATES – [SEGMENT #1]**

Guaranteed Maximum Cost of Insurance Rates Per \$1,000 of Net Amount at Risk for your base policy.

<b>Segment Year</b>	<b>Monthly Cost of Insurance Rate</b>	<b>Segment Year</b>	<b>Monthly Cost of Insurance Rate</b>	<b>Segment Year</b>	<b>Monthly Cost of Insurance Rate</b>
[1]	[0.00262]	[23]	[1.70594]	[45]	[22.37229]
[2]	[0.00898]	[24]	[2.00112]	[46]	[24.02205]
[3]	[0.01721]	[25]	[2.34362]	[47]	[25.72382]
[4]	[0.02733]	[26]	[2.73205]	[48]	[27.61538]
[5]	[0.03961]	[27]	[3.21434]	[49]	[29.71774]
[6]	[0.05469]	[28]	[3.75589]	[50]	[32.05084]
[7]	[0.07343]	[29]	[4.34275]	[51]	[34.59512]
[8]	[0.09668]	[30]	[5.00245]	[52]	[37.22813]
[9]	[0.12494]	[31]	[5.74699]	[53]	[39.94575]
[10]	[0.15870]	[32]	[6.51456]	[54]	[42.69847]
[11]	[0.19863]	[33]	[7.47468]	[55]	[45.57541]
[12]	[0.24501]	[34]	[8.50374]	[56]	[48.52903]
[13]	[0.29845]	[35]	[9.60009]	[57]	[51.38772]
[14]	[0.36088]	[36]	[10.66150]	[58]	[54.17808]
[15]	[0.43226]	[37]	[11.41274]	[59]	[56.74893]
[16]	[0.51732]	[38]	[12.42125]	[60]	[60.30119]
[17]	[0.61786]	[39]	[13.70187]	[61]	[63.63706]
[18]	[0.74198]	[40]	[15.23283]	[62]	[67.14045]
[19]	[0.88454]	[41]	[17.08085]	[63]	[71.14228]
[20]	[1.04789]	[42]	[18.83032]	[64]	[75.34247]
[21]	[1.23671]	[43]	[20.65868]	[65]	[83.33333]
[22]	[1.45332]	[44]	[21.22163]	[66]	[83.33333]

We base the rates shown above on the 2001 Commissioners Standard Ordinary Sex Distinct, Smoker Composite, Ultimate Mortality Table, age nearest birthday. These rates include any applicable rating factors and/or flat extra amounts shown in your Schedule.

**SCHEDULE (CONTINUED)**

**ADJUSTABLE TERM INSURANCE RIDER TABLE OF GUARANTEED RATES**

Guaranteed Maximum Cost of Insurance Rates Per \$1,000 of death benefit from your Adjustable Term Insurance Rider

<b>Rider Year</b>	<b>Monthly Cost of Insurance Rate</b>	<b>Rider Year</b>	<b>Monthly Cost of Insurance Rate</b>	<b>Rider Year</b>	<b>Monthly Cost of Insurance Rate</b>
[1]	[0.00410]	[23]	[2.42840]	[45]	[27.58944]
[2]	[0.01401]	[24]	[2.82959]	[46]	[29.60602]
[3]	[0.02679]	[25]	[3.29046]	[47]	[31.73851]
[4]	[0.04243]	[26]	[3.80825]	[48]	[34.12671]
[5]	[0.06135]	[27]	[4.44734]	[49]	[36.79440]
[6]	[0.08445]	[28]	[5.15756]	[50]	[39.76129]
[7]	[0.11305]	[29]	[5.91682]	[51]	[42.99913]
[8]	[0.14834]	[30]	[6.76196]	[52]	[46.34338]
[9]	[0.19109]	[31]	[7.70545]	[53]	[49.78799]
[10]	[0.24175]	[32]	[8.66099]	[54]	[53.26817]
[11]	[0.30134]	[33]	[9.85764]	[55]	[56.90118]
[12]	[0.37028]	[34]	[11.12366]	[56]	[60.62534]
[13]	[0.44893]	[35]	[12.45687]	[57]	[64.21384]
[14]	[0.54043]	[36]	[13.71890]	[58]	[67.70833]
[15]	[0.64424]	[37]	[14.54816]	[59]	[70.96735]
[16]	[0.76714]	[38]	[15.71065]	[60]	[75.53366]
[17]	[0.91170]	[39]	[17.22591]	[61]	[83.33333]
[18]	[1.08896]	[40]	[19.06700]	[62]	[83.33333]
[19]	[1.29096]	[41]	[21.32575]	[63]	[83.33333]
[20]	[1.52031]	[42]	[23.46290]	[64]	[83.33333]
[21]	[1.78339]	[43]	[25.70479]	[65]	[83.33333]
[22]	[2.08233]	[44]	[26.24841]	[66]	[83.33333]

We base the rates shown above on the 2001 Commissioners Standard Ordinary Sex Distinct, Smoker Composite, Ultimate Mortality Table, age nearest birthday. These rates include any applicable rating factors and/or flat extra amounts shown in your Schedule.

**SCHEDULE (CONTINUED)**

**ADJUSTABLE TERM INSURANCE RIDER  
TABLE OF TARGET DEATH BENEFITS**

For details, see your Adjustable Term Insurance Rider.

<b>Policy Year</b>	<b>Target Death Benefit</b>	<b>Policy Year</b>	<b>Target Death Benefit</b>	<b>Policy Year</b>	<b>Target Death Benefit</b>
1	[\$250,000.00]	24	[\$250,000.00]	47	[\$250,000.00]
2	[\$250,000.00]	25	[\$250,000.00]	48	[\$250,000.00]
3	[\$250,000.00]	26	[\$250,000.00]	49	[\$250,000.00]
4	[\$250,000.00]	27	[\$250,000.00]	50	[\$250,000.00]
5	[\$250,000.00]	28	[\$250,000.00]	51	[\$250,000.00]
6	[\$250,000.00]	29	[\$250,000.00]	52	[\$250,000.00]
7	[\$250,000.00]	30	[\$250,000.00]	53	[\$250,000.00]
8	[\$250,000.00]	31	[\$250,000.00]	54	[\$250,000.00]
9	[\$250,000.00]	32	[\$250,000.00]	55	[\$250,000.00]
10	[\$250,000.00]	33	[\$250,000.00]	56	[\$250,000.00]
11	[\$250,000.00]	34	[\$250,000.00]	57	[\$250,000.00]
12	[\$250,000.00]	35	[\$250,000.00]	58	[\$250,000.00]
13	[\$250,000.00]	36	[\$250,000.00]	59	[\$250,000.00]
14	[\$250,000.00]	37	[\$250,000.00]	60	[\$250,000.00]
15	[\$250,000.00]	38	[\$250,000.00]	61	[\$250,000.00]
16	[\$250,000.00]	39	[\$250,000.00]	62	[\$250,000.00]
17	[\$250,000.00]	40	[\$250,000.00]	63	[\$250,000.00]
18	[\$250,000.00]	41	[\$250,000.00]	64	[\$250,000.00]
19	[\$250,000.00]	42	[\$250,000.00]	65	[\$250,000.00]
20	[\$250,000.00]	43	[\$250,000.00]	66	[\$250,000.00]
21	[\$250,000.00]	44	[\$250,000.00]		
22	[\$250,000.00]	45	[\$250,000.00]		
23	[\$250,000.00]	46	[\$250,000.00]		

## TERMS TO UNDERSTAND

This section identifies some of the important terms that we have used throughout your policy and that have special meaning. It is a reference to where we have defined and more fully discussed these terms.

**Account Value and Net Account Value:** For details, see the Account Value section on page 16

**Accumulation Unit and Accumulation Unit Value:** For details, see the Accumulation Unit and Accumulation Unit Value section on page 17

**Age, Attained Age, Segment Age, Joint Equivalent Age and Joint Equivalent Attained Age:** For details, see the Ages section on page 25

**Base Death Benefit, Minimum Death Benefit, Stated Death Benefit, Target Death Benefit and Total Death Benefit:** For details, see the Death Benefit Provisions section on page 7

**Death Proceeds:** For details, see the Payment of Death Proceeds section on page 10

**General Account:** For details, see the General Account section on page 15

**Grace Period:** For details, see the Grace Period section on page 22

**Guaranteed Interest Division ("GID"):** For details, see the Guaranteed Interest Division section on page 15

**ING Customer Service Center:** For details, see the ING Customer Service Center section on page 29

**Loan Amount:** For details, see the Loans section on page 19

**Loan Division:** For details, see the Loan Division section on page 15

**Monthly Deduction:** For details, see the Monthly Deduction section on page 18

**Monthly Processing Date:** For details, see the Monthly Processing Date section on page 6

**Net Premium, Scheduled Premium, Segment Premium and Target Premium:** For details, see the Premium Provisions section on page 12

**Policy Date:** For details, see the Policy Date section on page 6

**Right to Examine Period:** For details, see the Policy Dates and Periods section on page 7

**Second Death:** For details, see the Payment of Death Proceeds section on page 10

**Segment:** For details, see the Segment section on page 7

**Separate Account:** For details, see the Separate Accounts section on page 13

**Subaccounts:** For details, see the Subaccounts section on page 14

**Surrender Value and Net Surrender Value:** For details, see the Policy Surrenders section on page 21

## INSURANCE COVERAGE PROVISIONS

### POLICY DATES AND PERIODS

#### Policy Date

We show the Policy Date in your Schedule. It is the date from which we measure policy years, policy months and policy anniversaries, and it determines the Monthly Processing Date. A policy anniversary occurs each year on the same month and day as the Policy Date. If the Policy Date is not a Valuation Date, the policy anniversary will be the next Valuation Date.

The Policy Date is the effective date for all coverage provided under the initial Segment, or Segment #1. No coverage may take effect under your policy unless we received the amount of premium required for coverage to begin under your policy, and there has been no change in the insurability of the persons proposed for insurance from the date of your policy application to the date we receive this required premium.

#### Monthly Processing Date

The Monthly Processing Date is the date each month on which the Monthly Deduction from the Account Value is due. The first Monthly Processing Date is the Policy Date, or the investment date, if later. Subsequent Monthly Processing Dates are the same calendar day of each month as the Policy Date. If that date is not a valuation date, the Monthly Processing Date will be the next valuation date.

#### Valuation Date

A valuation date is each date on which the Accumulation Unit Value of the Subaccounts of the Separate Account and the net asset value of the shares of the corresponding mutual funds are determined. Currently, these values are determined after the close of business of the New York Stock Exchange ("NYSE") on any normal business day, Monday through Friday, when the NYSE is open for trading. We may revise the valuation date as needed in accordance with applicable federal securities laws and regulations.

#### Investment Date

The investment date is the first date on which we allocate the Net Premium payment to your policy. We will allocate the initial Net Premium to your policy at the end of the valuation period during which all of the following requirements are satisfied:

- a. We receive the amount of premium required for coverage to begin under your policy;
- b. We have approved your policy for issue; and
- c. We have received all completed issue requirements at our Customer Service Center.

#### Initial Period

The initial period ends on the date we mail your policy to you plus 5 days and plus the Right to Examine Period.

#### Valuation Period

A valuation period is the period that begins at 4:00 p.m. Eastern time on a valuation date and ends at 4:00 p.m. Eastern time on the next valuation date. We may revise the valuation period as needed in accordance with applicable federal securities laws and regulations, with prior approval by the state in which the policy is delivered, if required.

## **Right to Examine Period**

The Right to Examine Period is the number of days after delivery of your policy during which you have the right to examine your policy and return it for a refund. For details, see the Cover Page.

## **DEATH BENEFIT PROVISIONS**

### **Segment**

A Segment is a piece of death benefit coverage. The Stated Death Benefit shown in your Schedule is the initial Segment, or Segment #1. Each increase in the Stated Death Benefit (other than due to a death benefit option change) is a new Segment. We will show each new Segment, with its effective date, on a new Schedule. The first Segment year begins on the effective date of the Segment and ends one year later. Each new Segment will be subject to new monthly cost of insurance, administrative, surrender and premium expense charges, if any, as well as new incontestability and suicide exclusion periods. For details, see the Requested Increases in Coverage section.

### **Stated Death Benefit**

The Stated Death Benefit is the sum of the Segments under your policy and is shown in your Schedule. The Stated Death Benefit changes when there is an increase, decrease, or a transaction that causes your policy to change. For example, a partial withdrawal under Death Benefit Option 1 may cause the Stated Death Benefit to change.

### **Death Benefit Options**

Death benefit options are different methods of calculating the Base Death Benefit. The death benefit option you selected is shown in your Schedule.

### **Base Death Benefit**

The Base Death Benefit is the death benefit of your policy and does not include any additional death benefit provided by riders attached to your policy, if any. We calculate the Base Death Benefit according to one of the following death benefit options:

Death Benefit Option 1: Under Death Benefit Option 1, the Base Death Benefit is the greater of:

- a. The Stated Death Benefit; or
- b. The Account Value multiplied by the appropriate factor from the Death Benefit Factors described in your Schedule.

Death Benefit Option 2: Under Death Benefit Option 2, the Base Death Benefit is the greater of:

- a. The Stated Death Benefit plus the Account Value; or
- b. The Account Value multiplied by the appropriate factor from the Death Benefit Factors described in your Schedule.

Death Benefit Option 3: Under Death Benefit Option 3, the Base Death Benefit is the greater of:

- a. The Stated Death Benefit plus premiums received minus partial withdrawals and partial withdrawal service fees; or
- b. The Account Value multiplied by the appropriate factor from the Death Benefit Factors described in your Schedule.

### **Minimum Death Benefit**

We show the Minimum Death Benefit in your Schedule. The Minimum Death Benefit applies to the Target Death Benefit.

### **Target Death Benefit**

The Target Death Benefit is an amount of death benefit coverage scheduled by you at issue and it may vary by year. If you do not have an Adjustable Term Insurance Rider, the Target Death Benefit in all years is the same as the Stated Death Benefit.

### **Total Death Benefit**

The Total Death Benefit is equal to the Base Death Benefit, plus the death benefit from your Adjustable Term Insurance Rider, if any.

### **Definition of Life Insurance**

The definition of life insurance test shown in your Schedule is the specific method by which we determine whether your policy meets the definition of life insurance under the Internal Revenue Code of 1986, as amended, and its rules and regulations. If you do not elect a test on your application, the Guideline Premium Test will apply to your policy. The test is not subject to change unless required by a change in the Internal Revenue Code or by other applicable legal authority.

We design your policy to qualify as a life insurance contract under the Internal Revenue Code, and we will construe all terms and provisions of your policy in a manner consistent with that design. The Base Death Benefit in force at any time will not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code. We reserve the right to amend your policy, return or refuse any premium, whether scheduled or unscheduled, adjust the amount of coverage and reject any policy request when required to maintain this tax qualification. We also reserve the right to reject any policy request if the request might cause us to return any premium to you, unless you have agreed in writing.

If premiums paid during any policy year exceed the limits set by the Internal Revenue Code, we will return the excess premiums to you, with interest as required by law, within 60 days after the end of the policy year. If we need to return premiums to you, we will deduct the amount on a "last in, first out" basis from the investment options in the same proportion as the amount in each investment option bears to the total in all investment options. However, under current tax law, you have the right to pay the premium required to keep your policy in force to the end of the policy year.

### **CHANGES IN INSURANCE COVERAGE**

Once each policy year, you may give us notice requesting a change to the Stated Death Benefit. We must approve any change to the Stated Death Benefit and the following will apply to all changes:

- a. The effective date of the change will be the Monthly Processing Date immediately following the date of our approval;
- b. Any change will automatically cancel any future scheduled changes. After the change, the Target Death Benefit will remain level and equal to the amount in effect immediately following the change; and
- c. You may request a new schedule of changes in insurance coverage, but any new schedule is subject to our approval;

### **Requested Increases in Coverage**

Requested increases to the Stated Death Benefit are also subject to the following:

- a. Your request must be made after the first Monthly Processing Date and on or before the earlier of Joint Equivalent Attained Age 85 and the Older Insured's Attained Age 90;
- b. The increase to the Stated Death Benefit may not be for an amount less than \$25,000;
- c. You must provide evidence satisfactory to us that the Insureds are insurable according to our normal rules of underwriting for the applicable risk classes and ratings of your policy; and
- d. An increase will create a new Segment of Stated Death Benefit. Each new Segment will have its own monthly cost of insurance, administrative, surrender and premium expense charges, if any, as well as new incontestability and suicide exclusion periods.

### **Requested Decreases in Coverage**

Requested decreases to the Stated Death Benefit are also subject to the following:

- a. Your request must be made after the end of the first policy year and must be for an amount greater than or equal to \$1,000;
- b. We will limit the decrease such that, immediately after the requested decrease, the Target Death Benefit is at least the Minimum Death Benefit;
- c. If you have an Adjustable Term Insurance Rider, a decrease will first reduce the Adjustable Term Insurance Rider death benefit, and then reduce each of the Stated Death Benefit Segments in the same proportion that the Segment bears to the Stated Death Benefit, as of the effective date of the decrease; and
- d. A surrender charge will apply if you decrease a Segment of Stated Death Benefit during the surrender charge period. If a surrender charge applies, we will deduct it from the Account Value and reduce future surrender charges. For details, see the Surrender Charges section.

### **Death Benefit Option Changes**

Beginning with the first Monthly Processing Date and ending at Attained Age 121 of the Younger Insured, you may give us notice requesting a change to the death benefit option. Both Insureds must be alive at the time of the change. This change will be effective as of the next Monthly Processing Date following approval. A death benefit option change applies to the entire Stated Death Benefit. We may not allow any change if it would reduce the Target Death Benefit below the Minimum Death Benefit. We do not allow the following death benefit option changes:

- a. Death Benefit Option 1 to Death Benefit Option 3;
- b. Death Benefit Option 2 to Death Benefit Option 3; and
- c. Death Benefit Option 3 to Death Benefit Option 2.

After the effective date of the change, we will change the Stated Death Benefit according to the following table:

DEATH BENEFIT OPTION CHANGE		STATED DEATH BENEFIT FOLLOWING THE CHANGE EQUALS THE:
FROM	TO	
Death Benefit Option 1	Death Benefit Option 2	Stated Death Benefit prior to such change, minus the Account Value as of the effective date of the change.
Death Benefit Option 2	Death Benefit Option 1	Stated Death Benefit prior to such change, plus the Account Value as of the effective date of the change.
Death Benefit Option 3	Death Benefit Option 1	Stated Death Benefit prior to such change, plus the sum of all the premiums received, minus all partial withdrawals and partial withdrawal service fees taken prior to the effective date of the change.

To determine the Segment Stated Death Benefit after a death benefit option change, we allocate the Account Value to each Segment in the same proportion that the Segment bears to the Stated Death Benefit as of the effective date of the change.

#### PAYMENT OF DEATH PROCEEDS

Death Proceeds is the amount we will pay on the Second Death. Second Death means the death of the Insured who has survived the death of the other Insured or the simultaneous deaths of both Insureds. We will not pay any Death Proceeds on the death of an Insured if the other Insured is still living. We calculate the Death Proceeds as of the date of the Second Death.

Death Proceeds equals:

- a. The Total Death Benefit in effect on the date of the Second Death, plus
- b. The death benefit, if any, payable from your riders other than the Adjustable Term Insurance Rider; minus
- c. Any Loan Amount; minus
- d. Unpaid Monthly Deductions, if any, incurred prior to the date of the Second Death.

We will pay the Death Proceeds within 7 days of when we receive due proof of the death claim. Due proof of the death claim means we have received:

- a. Due proof of the death of both Insureds;
- b. Sufficient information to determine the amount of the Death Proceeds and the identity of the legally entitled beneficiaries; and
- c. Sufficient evidence that any legal impediments to payment that depend on parties other than us are resolved. Such legal impediments include, but are not limited to, the establishment of guardianships and conservatorships, the appointment and qualification of trustees, executors and administrators and our receipt of information required to satisfy state and federal reporting requirements.

Any Death Proceeds we pay are subject to adjustments as provided in the Misstatement of Age or Gender, Suicide Exclusion and Incontestability sections. We will pay the Death Proceeds in one lump sum unless you request an alternate method of payment. We describe other available payout methods in the Settlement Options Provisions section.

We will pay interest on the lump sum Death Proceeds from the date of the Second Death to the date of payment. We will compute interest using our most current interest rate for amounts left on deposit under the Hold at Interest settlement option. If we pay the Death Proceeds more than 30 calendar days after the date we receive due proof of the death claim, we will pay interest beginning on the 31<sup>st</sup> calendar day at an annual interest rate of 10% plus our most current interest rate for amounts left on deposit under the Hold at Interest settlement option.

### **CONTINUATION OF COVERAGE**

If your policy is in force at Attained Age 121 of the Younger Insured, it will continue pursuant to the terms of your policy. On that date, the following will occur:

- a. If you have an Adjustable Term Insurance Rider, we will set the Stated Death Benefit of your policy equal to the Target Death Benefit. Any Adjustable Term Insurance Rider will then terminate;
- b. All other riders attached to your policy will also terminate;
- c. The portion of the Account Value invested in the Subaccounts of the Separate Account will be transferred into the Guaranteed Interest Division and no further investment in the Subaccounts of the Separate Account will be allowed; and
- d. If the death benefit option in force on your policy is Death Benefit Option 2 or Death Benefit Option 3, we will change your policy to Death Benefit Option 1 in accordance with the procedures outlined in the Death Benefit Option Changes section of your policy. We will not allow further changes to the death benefit option.

After Attained Age 121 of the Younger Insured:

- a. We calculate the Base Death Benefit as stated in your policy;
- b. No further premiums will be accepted except amounts required to keep your policy from lapsing;
- c. No further Monthly Deductions will be taken;
- d. Transaction charges will continue to be deducted at the time of the applicable transaction;
- e. Interest will continue to be credited to the Account Value in the Guaranteed Interest Division; and
- f. Partial withdrawals will continue to be available;
- g. Loans will continue to be available and any existing loan will continue. Loan interest will continue to accrue and if not paid may cause your policy to lapse. Repayments on loans will be accepted; and
- h. Your policy will enter the 61-day Grace Period if the Net Account Value is zero or less.

You may surrender your policy if you do not want coverage to continue past Attained Age 121 of the Younger Insured.

**Continuing coverage beyond Attained Age 100 of the Younger Insured may cause your policy to fail to qualify as life insurance under the Internal Revenue Code and you may be subject to adverse tax consequences. You should consult a tax advisor before you choose to continue your policy after Attained Age 100 of the Younger Insured.**

## PREMIUM PROVISIONS

### PREMIUMS

#### Scheduled Premium

Scheduled Premium is the amount that you indicate on your application as the amount you intend to pay at fixed intervals over a certain period. You may specify the interval as monthly, quarterly, semiannually or annually. You are not required to pay the Scheduled Premium and you may change it at any time. You may pay more or less than the amount of the Scheduled Premium, as described in the Premium Limitation section. Payment of the Scheduled Premium does not guarantee that the coverage will not lapse.

You may pay the Scheduled Premium shown in your Schedule while your policy is in force prior to Attained Age 121 of the Younger Insured. Under conditions provided in the Grace Period section, you may be required to make additional premium payments to keep your policy in force. All premiums after the first will be payable in advance as provided in the ING Customer Service Center section. Upon your request, we will furnish a receipt signed by one of our officers.

#### Unscheduled Premiums

You may make unscheduled premium payments at any time your policy is in force prior to Attained Age 121 of the Younger Insured, as described in the Premium Limitation section. Unless you give us notice otherwise, we will first apply these premium payments to reduce or pay off any existing loan. We may limit the amount of any unscheduled premium payments if the payment would result in an increase in the Base Death Benefit.

### PREMIUM LIMITATION

We will return any premium or any portion of the Account Value that causes your policy not to qualify as life insurance under the Internal Revenue Code. We will also reject or return any unscheduled or Scheduled Premium if the premium would cause:

- a. An increase in the death benefit not allowed under our normal rules of underwriting; or
- b. Classification of your policy as a modified endowment contract under the Internal Revenue Code, unless you have agreed to such classification in writing.

You may not pay any premiums either after Attained Age 121 of the Younger Insured, except any premiums necessary to keep your policy from lapsing, or after the Second Death.

### NET PREMIUM

Net Premium equals the premium received minus the premium expense charge. We deduct this charge from each premium before allocating the premium to the Account Value.

Each time we receive a premium we determine the premium expense charge by multiplying the applicable premium expense charge percentage by the premium amount. The applicable percentage is dependent on the Segment year in which we receive the premium. Premiums allocated to a new Segment will be subject to a new premium expense charge. The guaranteed maximum premium expense charge percentage is shown in your Schedule.

## **Target Premium**

The Target Premium for each Segment is shown in your Schedule. We use Target Premium to establish the premium expense charge and it is actuarially determined based on each Insured's Attained Age and gender. We do not base Target Premium on the Scheduled Premium.

## **Segment Premium**

Segment Premium is the actual premium received and allocated to existing Segments. We allocate premium in the same proportion that the Segment Target Premium bears to the sum of all Segment Target Premium. If there is only one Segment Target Premium, we allocate the entire premium to that Segment. The Segment Target Premium is shown in your Schedule. Because each Segment has unique Segment years, each Segment Premium is associated with a Segment year.

## **PREMIUM ALLOCATION**

During the initial period, we will allocate Net Premium designated for allocation to the Subaccounts of the Separate Account to the money market Subaccount; and we will allocate Net Premium designated for allocation to the Guaranteed Interest Division to that division. On the valuation date immediately following the end of the initial period, we will transfer the balance of the amount in the money market Subaccount to other Subaccounts of the Separate Account according to your premium allocation instructions. Amounts allocated to the Guaranteed Interest Division will remain in that division.

After the initial period, we will allocate Net Premium to the Subaccounts of the Separate Account and/or the Guaranteed Interest Division in accordance with your premium allocation instructions. These premium allocations will occur at the end of the valuation date during which we receive the premium at our Customer Service Center.

You may change your premium allocation instructions according to the terms and conditions described in your policy prospectus.

## **FAILURE TO PAY PREMIUM**

If you stop paying premiums prior to Attained Age 121 of the Younger Insured, we will continue to deduct the Monthly Deduction to cover your policy and rider charges. If the Net Account Value is insufficient to cover the Monthly Deduction, coverage may lapse. For details, see the Grace Period section.

## **SEPARATE ACCOUNT PROVISIONS**

### **SEPARATE ACCOUNT**

The Separate Account is an account established by us, pursuant to the laws of the State of Colorado, to separate the assets funding the benefits for the class of policies to which this policy belongs from our other assets.

The Separate Account is registered as a unit investment trust under the Investment Company Act of 1940. All income, gains and losses, whether or not realized, from assets allocated to the Separate Account are credited to or charged against the Separate Account without regard to the income, gains or losses of our General Account. The assets of the Separate Account are our property but are separate from the General Account and our other separate accounts. That portion of the assets of the Separate Account equal to the reserves and other policy liabilities with respect to the Separate Account is not chargeable with liabilities arising out of any other business we may conduct or subject to creditor claims against us.

## **SUBACCOUNTS**

We divide the Separate Account into Subaccounts, each of which invests in a corresponding underlying mutual fund. The current eligible Subaccounts are in your policy prospectus. From time to time, we may add additional Subaccounts. If we do, we may allow you to choose from these other Subaccounts subject to the terms and conditions we may impose on your premium allocations.

We reserve the right to limit the number of Subaccounts in which you may invest over the life of your policy. We also reserve the right to restrict or reject an investment in a Subaccount that constitutes Excessive Trading or is prohibited by an underlying mutual fund in which a Subaccount invests. We will describe any limits and our definition of Excessive Trading in your policy prospectus.

## **CHANGES WITHIN THE SEPARATE ACCOUNT**

We may, from time to time and subject to state and federal law and their rules and regulations, make any of the following changes to the Separate Account:

- a. Make additional Subaccounts available. These Subaccounts will invest in corresponding mutual funds we find suitable for your policy;
- b. Close or eliminate Subaccounts;
- c. Combine 2 or more Subaccounts;
- d. Substitute a new mutual fund for the existing mutual fund in which a Subaccount invests. A substitution may become necessary if, in our judgment, a mutual fund no longer suits the purposes of your policy, there is a change in laws or regulations, there is a change in a mutual fund's investment objectives or restrictions, the mutual fund is no longer available for investment, or for any other reason, such as a declining asset base, we deem a substitution appropriate;
- e. Transfer assets of the Separate Account, which we determine to be associated with the class of policies to which your policy belongs, to another separate account;
- f. Withdraw the Separate Account from registration under the Investment Company Act of 1940;
- g. Operate the Separate Account as a management investment company under the Investment Company Act of 1940;
- h. Cause one or more Subaccounts to invest in a mutual fund other than, or in addition to, the mutual funds currently available;
- i. Discontinue or limit the sale of a product;
- j. Terminate any employer or plan trustee agreement with us pursuant to the agreement's terms;
- k. Restrict or eliminate any voting rights as to the Separate Account; or
- l. Make any changes required by the Investment Company Act of 1940 or its rules or regulations.

We will not make a change until such change is disclosed in an effective prospectus or prospectus supplement, authorized by an order from the Securities and Exchange Commission ("SEC"), if necessary, and approved by the appropriate state insurance departments, if necessary. We will notify you of any changes to the Separate Account.

## **GENERAL ACCOUNT PROVISIONS**

### **GENERAL ACCOUNT**

The General Account holds all of our assets other than those held in the Separate Account or our other separate accounts. The Guaranteed Interest Division is a part of the General Account and provides guarantees of principal and interest. The Loan Division is also part of the General Account.

### **GUARANTEED INTEREST DIVISION**

The Guaranteed Interest Division is another investment option to which you may allocate all or part of the Account Value. The Account Value of the Guaranteed Interest Division is equal to amounts allocated to this division plus any credited interest minus deductions taken from this division. Interest is credited at the guaranteed minimum interest rate shown in the Schedule or may be credited at a higher rate. We guarantee that the interest rate in effect at each policy anniversary will not change for the next 12 policy months.

### **LOAN DIVISION**

The Loan Division is the part of the General Account in which funds are set aside to secure payment of any Loan Amount. For details, see the Policy Loan Provisions section.

## **TRANSFER PROVISIONS**

After the initial period and until the policy anniversary nearest Attained Age 121 of the Younger Insured, you may give us notice requesting a transfer of the Account Value in each Subaccount to any other Subaccount of the Separate Account or to the Guaranteed Interest Division.

You may request one transfer from the Guaranteed Interest Division into the Separate Account Subaccounts within 30 days after each policy anniversary. The minimum required for this transfer is the lesser of \$100 or 100% of the amount allocated to the Guaranteed Interest Division. The maximum allowed for this transfer is the greatest of:

- a. 25% of the amount in the Guaranteed Interest Division at the time of the transfer or at time of the first partial withdrawal in that policy year;
- b. The sum of all amounts transferred and partially withdrawn from the Guaranteed Interest Division in the previous policy year; or
- c. \$100.00.

We monitor transfer activity and may restrict or reject transfers that constitute Excessive Trading or transfers prohibited by an underlying mutual fund in which a Subaccount invests. Your policy prospectus in effect at the time of the transfer will include our definition of Excessive Trading and the related trading limits and requirements that we will apply to your transfer requests.

On Attained Age 121 of the Younger Insured, we will transfer the Account Value in each Subaccount of the Separate Account into the Guaranteed Interest Division and we will not allow any further transfers. Likewise, if you exercise the Change Right during the first two policy years, we will transfer the Account Value in each Subaccount of the Separate Account into the Guaranteed Interest Division and we will not allow any further transfers.

## ACCOUNT VALUE PROVISIONS

### ACCOUNT VALUE

The Account Value is equal to the sum of the amounts allocated to the Subaccounts of the Separate Account and to the Guaranteed Interest Division plus any amount set aside in the Loan Division.

The Account Value reflects:

- a. The Net Premium applied to your policy;
- b. Any rider benefits applied to your policy;
- c. The fees and charges we deduct;
- d. Any partial withdrawals you take;
- e. The investment performance of the funds underlying the Subaccounts of the Separate Account;
- f. Interest credited to amounts allocated to Guaranteed Interest Division; and
- g. Interest credited to amounts held in the Loan Division.

The Net Account Value is equal to the Account Value minus any Loan Amount.

### VALUES ON THE INVESTMENT DATE

The value of each Subaccount of the Separate Account and the Guaranteed Interest Division as of the investment date is equal to:

- a. The initial premium allocated to that Subaccount or division; minus
- b. The portion of any Monthly Deduction due as allocated to that Subaccount or division.

### VALUE OF THE SUBACCOUNTS

On valuation dates after the investment date, we calculate the value of each Subaccount of the Separate Account as follows:

- a. The number of Accumulation Units in that Subaccount as of the beginning of the current valuation period multiplied by that Subaccount's Accumulation Unit Value for the current valuation period; plus
- b. Any additional Net Premiums allocated to that Subaccount during the current valuation period; plus
- c. Any rider benefits allocated to that Subaccount during the current valuation period; plus
- d. Any value transferred to that Subaccount during the current valuation period; minus
- e. Any value transferred from that Subaccount during the current valuation period; minus
- f. Any partial withdrawals taken and any applicable partial withdrawal service fees which are allocated to that Subaccount during the current valuation period; plus
- g. Any amounts transferred into that Subaccount from the Loan Division as a result of a loan or loan interest payment; minus
- h. Any amounts transferred to the Loan Division as a result of any loans which are allocated to that Subaccount during the current valuation period; minus
- i. The portion of the Monthly Deduction allocated to that Subaccount, if a Monthly Processing Date occurs during the current valuation period; minus
- j. The portion of any transaction charges and mutual fund redemption fees allocated to that Subaccount during the current valuation period; minus
- k. The portion of any surrender charge resulting from a decrease in Stated Death Benefit allocated to that Subaccount.

### **Accumulation Unit and Accumulation Unit Value**

An Accumulation Unit is a unit of measurement used to calculate the Account Value in each Subaccount of the Separate Account. The Accumulation Unit Value of a Subaccount of the Separate Account is determined as of each valuation date. We use an Accumulation Unit Value to measure the experience of each Subaccount of the Separate Account during a valuation period. When each Subaccount is opened, we generally set the Accumulation Unit Value at \$10. The Accumulation Unit Value for a valuation date equals the Accumulation Unit Value for the preceding valuation date multiplied by the accumulation experience factor defined below for the valuation period ending on the valuation date.

The number of Accumulation Units for a given transaction related to a Subaccount of the Separate Account as of a valuation date is determined by dividing the dollar value of that transaction by that Subaccount's Accumulation Unit Value for that date.

### **Accumulation Experience Factor**

For each Subaccount of the Separate Account, the accumulation experience factor reflects the investment experience of the corresponding mutual fund in which that Subaccount invests and the charges assessed against that Subaccount for a valuation period. We calculate the accumulation experience factor as a. divided by b. where:

- a. Is the result of:
  1. The net asset value of the corresponding mutual fund in which that Subaccount invests as of the end of the current valuation period; plus
  2. The amount of any dividend or capital gains distribution declared and reinvested in the corresponding mutual fund in which that Subaccount invests during the current valuation period; minus
  3. A charge for taxes, if any.
- b. Is the net asset value of the corresponding mutual fund in which that Subaccount invests as of the end of the preceding valuation period.

### **VALUE OF THE GUARANTEED INTEREST DIVISION**

On valuation dates after the investment date, we calculate the value of the Guaranteed Interest Division as follows:

- a. The value of the Guaranteed Interest Division at the end of the preceding valuation period plus interest at the declared rate credited during the current valuation period; plus
- b. Any additional Net Premiums allocated to the Guaranteed Interest Division plus interest credited to these premiums during the current valuation period; plus
- c. Any rider benefits allocated to the Guaranteed Interest Division during the current valuation period; plus
- d. Any value transferred to the Guaranteed Interest Division during the current valuation period; minus
- e. Any value transferred from the Guaranteed Interest Division during the current valuation period; minus
- f. Any partial withdrawals taken and any applicable partial withdrawal service fees which are allocated to the Guaranteed Interest Division during the current valuation period; plus
- g. Any amounts transferred from the Loan Division as a result of a loan or loan interest payment; minus
- h. Any amounts transferred to the Loan Division as a result of any loans which are allocated to the Guaranteed Interest Division during the current valuation period; minus
- i. The portion of the Monthly Deduction allocated to the Guaranteed Interest Division, if a Monthly Processing Date occurs during the current valuation period; minus

- j. The portion of any transaction charges allocated to the Guaranteed Interest Division during the current valuation period; minus
- k. The portion of any surrender charge resulting from a decrease in Stated Death Benefit allocated to the Guaranteed Interest Division.

### **VALUE OF THE LOAN DIVISION**

On valuation dates after the investment date, we calculate the value of the Loan Division as follows:

- a. The value of the Loan Division on the prior valuation date; plus
- b. Any loan interest credited to the Loan Division during the valuation period; plus
- c. An amount equal to any additional loans since the prior valuation date; minus
- d. Any loan repayments, including payment of loan interest; plus
- e. The amount of accrued loan interest if the valuation date is a policy anniversary; minus
- f. The amount of loan interest credited to the Loan Division during the year if the valuation date is a policy anniversary.

On policy anniversaries, we transfer any amount of loan interest credited to the Loan Division during the year from the Loan Division to the Subaccounts of the Separate Account and Guaranteed Interest Division according to your premium allocation instructions then in effect.

### **MONTHLY DEDUCTION**

The Monthly Deduction is equal to:

- a. The monthly cost of insurance charge for your policy and the other monthly charges shown in your Schedule, plus
- b. The monthly charges, if any, for any additional benefits provided by your riders.

The Monthly Deduction is taken from the Subaccounts of the Separate Account and Guaranteed Interest Division as of the Monthly Processing Date as described in the prospectus in effect at the time of the transaction. You may designate a single source from which we will take the Monthly Deduction. We will show the Monthly Deductions in periodic reports that we send you at least once per policy year, and we show the guaranteed maximum monthly charges in your Schedule. After Attained Age 121 of the Younger Insured, we will not subtract any further Monthly Deductions.

### **Cost of Insurance**

The cost of insurance charge for your policy is the sum of the cost of insurance for all Segments. Each Segment's cost of insurance is the cost of insurance rate for that Segment, multiplied by the net amount at risk allocated to that Segment. It is determined on a monthly basis.

We use the net amount at risk to determine the cost of insurance charges; it is equal to a. divided by b., minus c., where:

- a. Is the sum of the Base Death Benefit for each Segment as of the Monthly Processing Date (after subtracting those Monthly Deduction charges that are deducted before calculating the Base Death Benefit cost of insurance);
- b. Is the result of One plus the monthly equivalent of the guaranteed minimum interest rate for the Guaranteed Interest Division as shown in your Schedule; and
- c. Is the Account Value as of the Monthly Processing Date (after subtracting those Monthly Deduction charges that are deducted before calculating the Base Death Benefit cost of insurance).

We will allocate the net amount at risk to a Segment in the same proportion as that Segment's Stated Death Benefit bears to the sum of the Stated Death Benefits for all Segments.

We will determine the cost of insurance rate for each Segment from time to time. Different rates will apply to each Segment. We will base the rates on the genders and Segment Ages as of the Segment effective date, the duration since the coverage began and the Segment risk classes of the Insureds.

### **Transaction Charges**

We deduct transaction charges, as described in your Schedule, at the time of the applicable transaction.

### **Redemption Fees**

If applicable, we may deduct the amount of any redemption fees imposed by the underlying mutual funds resulting from partial withdrawals, transfers or other transactions you initiate. Redemption fees, if applicable, are separate and distinct from any transaction charges or any other charges deducted from the Account Value.

### **ADJUSTMENT TO POLICY COST FACTORS**

We may periodically change the rates for the cost of insurance and other charges, or the interest rates we credit to the Guaranteed Interest Division. We will base any changes on our expectations of the following future cost factors: mortality, expenses including taxes, persistency, investment earnings and reinsurance. Any change will apply to all policies covering Insureds of the same Age, gender and risk class of the two Insureds that have been in force for the same period. The cost of insurance and expense charge rates will never exceed the guaranteed maximum rates as stated in your Schedule. The interest rate we credit to the Guaranteed Interest Division will never be less than the guaranteed minimum interest rate shown in your Schedule. We will not adjust cost of insurance rates, other charges or the interest rates we credit to the Guaranteed Interest Division to recover past losses.

### **POLICY LOAN PROVISIONS**

#### **LOANS**

You may give us notice requesting a loan, secured only by your policy, on or after the first Monthly Processing Date. The minimum and maximum amount you may borrow is shown in your Schedule. However, requesting a maximum loan may cause your policy to enter the Grace Period before the next policy anniversary.

The Loan Amount equals:

- a. The Loan Amount as of the beginning of the policy year; plus
- b. New loans; plus
- c. Accrued but unpaid loan interest; minus
- d. Loan repayments.

If the Loan Amount equals or exceeds the Account Value, you must pay a premium sufficient to keep your policy in force. For details, see the Grace Period section. Loans may generate an income tax liability, reduce the available Surrender Value and Death Proceeds or cause your policy to lapse.

When you take a loan or you do not pay the loan interest in cash when due, we will transfer an amount equal to the loan or unpaid loan interest, respectively, from the Subaccounts of the Separate Account and the Guaranteed Interest Division to the Loan Division to secure the loan. Unless you request otherwise, we will transfer this amount from the Subaccounts of the Separate Account and the Guaranteed Interest Division in the same proportion that the value in each bears to the Net Account Value as of the date the transfer is effective.

## **LOAN INTEREST**

We charge you loan interest on the amount in the Loan Division. The guaranteed maximum loan interest rate is shown in your Schedule. The current loan interest rate may be less than the maximum rate and may change from time to time. We will notify you of the current loan interest rate when you receive a loan and give you reasonable advance notice of any increase in the current loan interest rate. Loan interest is due and payable at the end of each policy year. If loan interest is not paid when due, it is added to the loan. For details, see the Loans section.

We also credit the amount in the Loan Division with loan interest at an annual interest rate no less than the rate shown in the Schedule. Interest we credit becomes part of the Loan Division until the end of the policy year when we transfer it to the Subaccounts of the Separate Account and/or the Guaranteed Interest Division according to your most recent premium allocation instructions.

We will not terminate your policy in a policy year as the sole result of a change in the loan interest rate in that policy year; and will maintain coverage until your policy would have otherwise terminated without the change in loan interest rate in such policy year.

## **LOAN REPAYMENTS**

You may repay all or part of a loan at any time while your policy is in force. Unless you indicate otherwise, we will apply any payments other than Scheduled Premiums as loan repayments and not as premiums. Unless you indicate otherwise, when you make a loan repayment, we will transfer an amount equal to the loan repayment from the Loan Division to the Subaccounts of the Separate Account and/or the Guaranteed Interest Division according to your most recent premium allocation instructions.

## **PARTIAL WITHDRAWAL PROVISIONS**

### **PARTIAL WITHDRAWALS**

A partial withdrawal is a withdrawal of a portion of the Net Surrender Value. Taking a partial withdrawal may result in a surrender charge and may reduce your Death Proceeds. We deduct a partial withdrawal service fee each time you take a partial withdrawal. The amount of the partial withdrawal service fee and the surrender charge are shown in your Schedule.

You may give us notice requesting a partial withdrawal on any valuation date after the first policy anniversary. The partial withdrawal will be effective as of the valuation date after we approve your request. The minimum and maximum partial withdrawal amounts are shown in your Schedule. We may limit the number of partial withdrawals in a policy year to the number shown in your Schedule. We will also limit the amount of the partial withdrawal so that, immediately after the requested partial withdrawal, the Target Death Benefit is at least equal to the Minimum Death Benefit we require to issue your policy.

Unless you request otherwise, the amount withdrawn will be taken from the Subaccounts of the Separate Account and the Guaranteed Interest Division in the same proportion that the value in each bears to the Net Account Value immediately prior to the partial withdrawal. However, an amount withdrawn from the Guaranteed Interest Division may not exceed the total partial withdrawal multiplied by the ratio of the Account Value in the Guaranteed Interest Division to the Net Account Value immediately prior to the partial withdrawal. We deduct the partial withdrawal service fee and any surrender charge from the Subaccounts of the Separate Account and the Guaranteed Interest Division in the same proportion that the value in each bears to the Net Account Value immediately after the partial withdrawal.

We may ask you to return your policy to our Customer Service Center to make this change. The withdrawal and the reductions in death benefits, if any, will be effective as of the valuation date after we approve your request.

### **PARTIAL WITHDRAWAL EFFECT ON DEATH BENEFIT**

A partial withdrawal does not reduce the Stated Death Benefit when:

- a. The Base Death Benefit has been increased to qualify your policy as life insurance under the Internal Revenue Code; and
- b. The amount withdrawn is not greater than that which reduces the Account Value to the level that no longer requires the Base Death Benefit to be increased for Internal Revenue Code purposes.

In all other situations, a partial withdrawal may reduce the Stated Death Benefit, depending on the death benefit option in effect:

- a. For a policy with Death Benefit Option 1, a partial withdrawal reduces the Stated Death Benefit by the amount of the partial withdrawal.
- b. For a policy with Death Benefit Option 2, a partial withdrawal does not reduce the Stated Death Benefit.
- c. For a policy with Death Benefit Option 3, a partial withdrawal reduces the Stated Death Benefit by any partial withdrawal amount in excess of premiums paid, minus prior partial withdrawals, to the date of the partial withdrawal.

If a partial withdrawal reduces the Stated Death Benefit, it will also reduce the Target Death Benefit by an equal amount. Any reduction in death benefit or Account Value will occur as of the valuation date after we approve your partial withdrawal request. We will limit the amount of the partial withdrawal such that, immediately after the requested partial withdrawal, the death benefit is at least equal to the Minimum Death Benefit.

## **SURRENDER PROVISIONS**

### **POLICY SURRENDERS**

You may give us notice requesting a surrender of your policy at any time after the Right to Examine Period and before the Second Death, and receive the Net Surrender Value. We will compute the Net Surrender Value as of the valuation date we receive both your notice to surrender and your policy at our Customer Service Center. We will cancel your policy as of the date we receive your notice, and you will not have any further benefits under your policy. You cannot reinstate your policy once you have surrendered it.

We will pay the Net Surrender Value in one lump sum unless you request an alternate method of payment. We describe other available payout methods in the Settlement Options Provisions section.

### **Surrender Value**

Surrender Value is the Account Value minus surrender charges, if any. The Surrender Value will not be less than the minimums required as of the Policy Date by the state in which your policy is delivered.

### **Net Surrender Value**

The Net Surrender Value on any date equals:

- a. The Surrender Value; minus
- b. Any Loan Amount.

### **SURRENDER CHARGES**

The surrender charge is the charge made against the Account Value in the event of surrender, policy lapse, requested decrease in the Stated Death Benefit, or certain partial withdrawals. A separate surrender charge may apply to each Segment of Stated Death Benefit and any additional death benefit increases for each policy year. The surrender charge for your policy is the sum of the surrender charges for each Segment of Stated Death Benefit.

The surrender charge is shown in your Schedule. The surrender charge is based on the amount of Stated Death Benefit surrendered and may change with any increase or decrease in your policy's death benefit.

During the surrender charge period for a given coverage Segment, if you request a decrease to the Stated Death Benefit or take a partial withdrawal that causes the Stated Death Benefit to decrease, the surrender charge will decrease in the same proportion that the Stated Death Benefit decreases.

If there is a decrease in the Stated Death Benefit, we deduct the applicable surrender charge from the Account Value. The amount of the surrender charge that we deduct will equal the surrender charge in effect before the decrease minus the surrender charge in effect after the decrease. If the amount deducted from the Account Value causes the Net Account Value to become zero or less, you may enter the Grace Period. For details, see the Grace Period section.

### **BASIS OF COMPUTATION**

We have filed a detailed statement of the method of computation of the policy values with the insurance department of the state in which your policy was delivered, if required.

## **GRACE PERIOD, TERMINATION AND REINSTATEMENT PROVISIONS**

### **GRACE PERIOD AND LAPSE**

On a Monthly Processing Date, if the Net Account Value is zero or less, your policy will enter into the Grace Period for 61 days.

Once your policy has entered the Grace Period, to keep it in force you must make a required premium payment. This required premium payment will be equal to the past due charges plus an amount we expect to be sufficient to keep your policy and any riders in force for 2 months following receipt of this required premium payment. We will mail notice of the amount of this required premium payment to you and any assignee at the last known address at least 30 days before the end of the Grace Period. If you send this required premium payment by U.S. mail, postmarked within the Grace Period, we will apply the Net Premium payment to your policy and deduct the past due amounts. We will consider any required premium payment received by us within 7 days of the end of the Grace Period as having been mailed within the Grace Period.

If we do not receive at least the required premium payment by the end of the Grace Period, your policy will lapse. Lapse means that your policy terminates without value.

If the Second Death occurs during the Grace Period, we will deduct any unpaid Monthly Deductions from the Death Proceeds of your policy. If you surrender your policy during the Grace Period, we will deduct any unpaid Monthly Deductions from the Surrender Value.

## **TERMINATION**

All coverage provided by your policy will end as of the earliest of:

- a. The date your policy is surrendered;
- b. The date of the Second Death; or
- c. The date your policy lapses (when the Grace Period ends without payment of the required premium).

Coverage provided by your riders will end according to their terms.

## **REINSTATEMENT**

Reinstatement means putting a lapsed policy back in force. If your policy has lapsed at the end of the Grace Period, we will reinstate your policy if you meet all of the conditions listed below. The reinstatement date will be the Monthly Processing Date on or next following the date you meet all of the conditions. If you have met all of the conditions listed below, and the Second Death occurs before the Monthly Processing Date on which we reinstate your policy, we will pay the Death Proceeds as of that Monthly Processing Date.

We will allow reinstatement subject to the following conditions:

- a. You have not surrendered your policy for its Net Surrender Value;
- b. We receive your notice to reinstate your policy on or before the earlier of:
  1. 5 years after the date your policy lapses, or
  2. Attained Age 121 of the Younger Insured;
- c. You submit evidence satisfactory to us that each surviving Insured is still insurable according to our normal rules of underwriting applicable to the original risk classes and ratings of your policy;
- d. We receive payment of a premium at least equal to an amount projected to keep your policy and any applicable riders in force from the beginning of the Grace Period to the end of the expired Grace Period and for an additional 2 months after the date of reinstatement (we will notify you of this required reinstatement premium amount in a reinstatement letter); and
- e. We receive any requested payment amounts within the period provided in the reinstatement letter.

Once we reinstate your policy:

- a. We will reinstate the Loan Amount, if any, as of the end of the Grace Period;
- b. The surrender charge period for your reinstated policy will be determined as if your policy had not lapsed;
- c. The Net Premium received minus past due amounts will be allocated either to the Subaccounts of the Separate Account and the Guaranteed Interest Division according to the premium allocation percentages in effect at the start of the Grace Period, or as directed by you in writing at the time of reinstatement; and
- d. The Account Value on the reinstatement date will equal:
  1. The Account Value at the end of the Grace Period; plus
  2. The Net Premium paid on reinstatement; minus
  3. Any unpaid Monthly Deductions through the end of the Grace Period.

You may reinstate your riders subject to the provisions in the rider forms.

## **GENERAL POLICY PROVISIONS**

### **YOUR POLICY**

Your initial policy, including a copy of your application and any amendments, endorsements and riders, plus any subsequent applications for changes to your policy or reinstatement and Schedules, amendments, riders, endorsements, make up your entire policy between you and us. We will attach a copy of your original application to your policy at issue. If there is a change in coverage, we will send you a copy of any application and any applicable Schedules for you to attach to your policy. In the absence of fraud, we will consider all statements made in your initial application, and any application for reinstatement, as representations and not warranties. No statement will be used to deny a claim unless it is in an application that is made part of your policy.

Both our president, or an officer, and our secretary or assistant secretary must sign all changes to your policy. No other person can change any of your policy's terms and conditions.

Your policy does not participate in our surplus earnings.

### **NOTICE AND PROCEDURES**

Unless we provide otherwise in your prospectus, you must send us notice of all selections, designations, assignments and requests in a written form acceptable to us. You should send any notice to our Customer Service Center. We may require a return of your policy or proof of your lost policy for the surrender of, or any change to, your policy. We are not liable for any action we take before we receive and record your written notification at our Customer Service Center.

Where applicable, all changes to your policy will be subject to our normal rules of underwriting, to include availability of reinsurance coverage, risk classifications and ratings.

In the event of the death of either of the Insureds, please let us know as soon as possible. Once we receive notification of the Second Death, we will promptly send claim filing instructions to you or the beneficiary. We may require proof of Age and a certified copy of the death certificate. We may require the beneficiary and next of kin to sign authorizations as part of due proof of the death claim. These authorization forms allow us to obtain information about the decedent, including, but not limited to, medical records of physicians and hospitals used by the decedent.

## **AGES**

### **Age**

Age is the age of the designated Insured on his or her birthday nearest the Policy Date. We issue your policy at the Ages shown in your Schedule.

### **Attained Age**

Attained Age is the designated Insured's Age as of the Policy Date plus the number of completed policy years, regardless of whether the Insured is living or deceased. For example, "Attained Age 121 of the Younger Insured" is the date on which the Younger Insured's Age as of the Policy Date plus the number of completed policy years equals 121.

### **Joint Equivalent Age**

Joint Equivalent Age is a combination of both Insureds' ages and is determined on the Policy Date. We issue your policy at the Joint Equivalent Age shown in your Schedule.

### **Joint Equivalent Attained Age**

Joint Equivalent Attained Age is the Joint Equivalent Age on the Policy Date plus the number of completed policy years.

### **Segment Age**

Segment Age is the age of the Insured on his or her birthday nearest the first day of the Segment.

## **INSUREDS**

### **Insured**

An Insured is one of the two persons whose life is insured by your policy. Each Insured is shown in your Schedule and may or may not be the owner of your policy.

### **Younger Insured**

The Younger Insured is the younger of the two Insureds as of the Policy Date.

### **Older Insured**

The Older Insured is the older of the two Insureds as of the Policy Date.

## **OWNERS**

The original owner is the person or entity named as the owner in your application. You, as the owner, can exercise all rights and receive the benefits until the Second Death. This includes the right to change the owner, beneficiaries and methods for the payment of Death Proceeds. All rights of the owner are subject to the rights of any assignee and any irrevocable beneficiary.

You may name a new owner by sending us notice. Unless you state otherwise, the new owner designation will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center.

## **BENEFICIARIES**

Your beneficiary designation will be on file with us or at a location designated by us. Until the Second Death, you may name a new beneficiary by sending us notice. Unless you state otherwise, the new beneficiary designation will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center. We will pay Death Proceeds to the beneficiaries listed on your most recent beneficiary designation and we will not be subject to multiple payments.

We will pay the Death Proceeds to the primary beneficiary or beneficiaries surviving the Second Death. If no primary beneficiaries survive the Second Death, we will pay the surviving contingent beneficiary or beneficiaries. If more than one beneficiary in a class survives the Second Death, they will share the Death Proceeds equally, unless your beneficiary designation provides otherwise. We will pay the Death Proceeds to you or your estate if there is no surviving designated beneficiary.

## **POLICY SPLIT**

As described below, upon the occurrence of the events listed below, you may divide this policy into two single life policies, one on the life of each Insured. The new policies must be products acceptable to us at the time of the split. We will not require any evidence of insurability, but both Insureds must be living on the effective date of the split, or the split will be void. You may not elect this benefit if any Segment rating on either Insured is uninsurable or is a higher rating than 3.0 multiplied by the non-rated risk class or either Insured is over Attained Age 85.

By notice to us, you must exercise this option within 180 days of the occurrence of any of the following events:

- a. Three months following the effective date of a final dissolution decree with respect to the marriage (or same sex relationship, when recognized by applicable law) of the two Insureds;
- b. The effective date of a change to federal estate tax law that results in either:
  1. Removal of the unlimited marital deduction provision; or
  2. A reduction in the current maximum federal estate tax rate of at least 50% from the rate as of the Policy Date; or
- c. The effective date of dissolution of any business owned or conducted by the two Insureds on the Policy Date.

The notice must provide satisfactory evidence that the contingent event has occurred.

The effective date of the split will be the first Monthly Processing Date after we have approved your request. We will base the premiums for each new policy on each Insured's Attained Age, gender and risk class at the time of the split. Riders on the new policies are subject to availability and satisfactory evidence of insurability. As of the effective date of the split:

- a. Premiums will be due for each new policy in accordance with its terms;
- b. The Base Death Benefit of your policy will be split 50% to each of the new policies;
- c. We will allocate the Account Value of your policy, less any applicable surrender charge, between the new policies in the same proportion as the Base Death Benefit. However, we reserve the right to limit the amount applied to the new policies if the allocation would cause an increase in the Base Death Benefit of the new policies. We will pay any remaining Account Value, less any applicable surrender charge, to the new owner in cash;
- d. We will transfer any loan to each new policy in the same proportion as the Account Value, less any applicable surrender charge;
- e. Any assignee must agree to the split, and any assignment of the policy will apply to each new policy; and
- f. Each new policy will have a new policy date; however, we will continue to measure the suicide and incontestability periods for the new policies from the Policy Date of your original policy.

You should consult a tax advisor before you choose to exercise the option to split your policy, as there may be tax consequences.

### **CHANGE RIGHT**

If for any reason within the first two policy years you no longer want a policy in which values vary with the investment experience of the Subaccounts of the Separate Account, we will change your policy. The change will be implemented by transferring the Account Value in all the Subaccounts of the Separate Account into the Guaranteed Interest Division and removing your future right to choose to allocate Account Value to the Subaccounts of the Separate Account.

### **ASSIGNMENT**

You may assign your policy as security by giving us notice. Unless you state otherwise, the assignment will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center. The rights of the owner and beneficiaries are subject to the assignment. We are not liable for the validity of any assignment.

### **INCONTESTABILITY**

After your policy has been in force during the lifetimes of the Insureds for 2 years from the date of issue, we will not contest it, except for nonpayment of premiums. After your policy has been in force during the lifetimes of the Insureds for 2 years from the effective date of any approved request requiring underwriting, we will not contest the approved request, except for nonpayment of premiums. We will base any contest only on statements made in your application for your policy or in your request requiring underwriting, whichever is applicable; and the statements must be material to the risk accepted or the hazard assumed by us. Notwithstanding the above, we may contest your policy at any time if it was procured by fraud, as permitted by the law of the state in which your policy was delivered.

### **MISSTATEMENT OF AGE OR GENDER**

We will adjust the death benefit if either Insured's Age or gender has been misstated. Notwithstanding the Incontestability section, the death benefit will be that which the cost of insurance, as deducted from the Account Value on the last Monthly Processing Date prior to the Second Death, would have purchased using the Insureds' correct Ages and genders.

## **CHANGE IN TOBACCO USE**

If there is a change in either Insured's tobacco use habits during the time your policy is in force, you may apply for a change to the Insured's risk class by sending notice to us at our Customer Service Center. Your policy must have been in force for one year from the date of issue before you may make your request. We will base any change on our normal rules of underwriting.

## **SUICIDE EXCLUSION**

If either of the Insureds commits suicide, while sane or insane, within 2 policy years of the date of issue, we will make a limited payment to the beneficiary. We will pay in one lump sum the amount of all premiums paid to us during that time, minus any Loan Amount and partial withdrawals. Coverage under your policy and all riders will then terminate.

If after 2 policy years from the date of issue and within 2 Segment years of the effective date of a new Segment or any approved action requiring underwriting, either of the Insureds commits suicide, while sane or insane, we will make a limited payment to the beneficiary for the new Segment or benefit. This payment will equal the cost of insurance and any applicable monthly administrative charges deducted for such Segment or other benefit. Coverage under that Segment or increase will then terminate.

## **DEFERRAL OF PAYMENT**

We will mail payments in response to your notice requesting a partial withdrawal, a loan or surrender within 7 days of receipt and approval of your notice.

We may postpone, however, the processing of any Separate Account transaction because of the following conditions:

- a. The NYSE is closed, other than customary weekend and holiday closings;
- b. The SEC declares that a state of emergency exists such that determination and payment from the Separate Account is not reasonably practicable to determine the Account Value in the Subaccounts;
- c. Trading on the NYSE is restricted by the SEC; or
- d. A government body having jurisdiction over the Separate Account by order permits such suspension.

The rules and regulations of the SEC, if any, apply and govern whether the conditions described in b., c. and d. exist.

We may defer payment from the Guaranteed Interest Division of any partial withdrawal, surrender or loan, except for any loan used to pay premiums for up to 6 months after receipt of your notice. We will not defer payment of Death Proceeds.

## **PERIODIC REPORTS**

We will send you, without charge, at least once each year a report that shows the report period date, the Account Value, the Surrender Value, the amounts credited and debited to your policy, the death benefit, any Loan Amount and a notice if your policy will enter the Grace Period before the end of the next reporting period based on guaranteed charges and no additional premium payments. The report will also show the allocation of the Account Value as of the date of the report and the amounts added to or deducted from the Account Value since the last report. The report will include any other information required by the insurance department of the state in which your policy is delivered.

## **ILLUSTRATION OF BENEFITS AND VALUES**

You may give us notice requesting a hypothetical illustration of future death benefits and Account Values. This illustration will include the information required by the laws of the state where your policy is delivered. If you request more than one illustration during a policy year, we reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in your Schedule.

## **ING CUSTOMER SERVICE CENTER**

The ING Customer Service Center is located at P.O. Box 5065, Minot, ND 58702-5065. For overnight delivery, the address is 2000 21st Ave NW, Minot, ND 58703-0890. Unless we give you notice otherwise, you should send:

- a. All payments to the address on any provided premium notice or coupon and return envelope; and
- b. All other payments, notices and requests to the ING Customer Service Center.

## **SETTLEMENT OPTIONS PROVISIONS**

### **SETTLEMENT OPTION SELECTION**

A Settlement Option provides for payment of Death Proceeds or the Net Surrender Value in other than a lump sum. You may select a Settlement Option by giving us notice before the Second Death. If you have not selected a Settlement Option, the beneficiary may give us notice within 60 days after we receive due proof of the death claim of both Insureds. You may not name a payee that is not a natural person without our consent.

### **SETTLEMENT OPTIONS**

- a. **Settlement Option I:**  
Payouts for a Designated Period. Based on your selection, we will pay annual, semi-annual, quarterly or monthly installments per year for a designated period that may be 5 to 30 years. The installment dollar amounts will be equal except for any excess interest as described below. The amount of the first monthly payout for each \$1,000 of proceeds applied is in Settlement Table I.
- b. **Settlement Option II:**  
Life Income with Payouts for a Designated Period. Based on your selection, we will pay annual, semi-annual, quarterly or monthly installments per year throughout the payee's lifetime, or if longer, for a period of 5, 10, 15 or 20 years. The installment dollar amounts will be equal except for any excess interest as described below. The amount of the first monthly payout for each \$1,000 of proceeds applied is in Settlement Table II. This Settlement Option is available only for ages shown in the table. Payouts for Settlement Option II will be determined by using the 2000 Individual Annuity Mortality Table for the appropriate gender at 1.5% interest.
- c. **Settlement Option III:**  
Hold at Interest. You may leave amounts on deposit with us that we will pay on the death of the payee, or at any earlier date you select. Interest on any unpaid balance will be at the rate declared by us or at any higher rate required by law. You select whether interest will be left on deposit with us and accumulated or paid in monthly, quarterly, semi-annual or annual payments each year. You may not leave any amount on deposit for more than 30 years.
- d. **Settlement Option IV:**  
Payouts of a Designated Amount. Based on your selection, we will pay a designated amount in annual, semi-annual, quarterly or monthly equal installments per year until the proceeds, together with interest at the rate declared by us or at any higher rate required by law, are exhausted.
- e. **Settlement Option V:**  
Other. Settlement may be made in any other manner as agreed in writing between you (or the beneficiary) and us.

## **SETTLEMENT OPTION CHANGES AND WITHDRAWALS**

You may change any Settlement Option at any time before the Second Death. If you have given the beneficiary the right to make changes or withdrawals, or if the beneficiary has selected the Settlement Option, the beneficiary (as primary payee) may take the following actions:

- a. Make a change from Settlement Options I, III, and IV to another Settlement Option;
- b. Take a full withdrawal under Settlement Option III or IV; and partial withdrawals of not less than \$300 under Settlement Option III;
- c. Commute and receive in one sum any remaining installments under Settlement Option I at 1.5% interest; and
- d. Change any contingent payee designation.

You may give us notice requesting a change or withdrawal. We may require that you send in the supplementary policy or provide proof of your lost policy. We may defer payment of a commuted payment and any withdrawals for a period up to 6 months.

## **SETTLEMENT OPTION EXCESS INTEREST**

We may declare an interest rate above the guaranteed rate on Settlement Options I, II, III and IV. The crediting of excess interest for one period does not guarantee the higher rate for other periods.

## **SETTLEMENT OPTION MINIMUM AMOUNTS**

The minimum amount you may apply under any Settlement Option is \$2,000. If the payments to the payee are ever less than \$20, we may change the frequency of payments to result in payments of at least that amount.

## **SUPPLEMENTARY POLICY**

When a Settlement Option becomes effective, we will surrender your policy in exchange for a supplementary policy. It will provide for the manner of settlement and rights of the payees. The supplementary policy's effective date will be the date of the Second Death or the date of surrender. The first payment under Settlement Options I, II, and IV will be payable as of the effective date. The first interest payment under Settlement Option III will be made as of the end of the interest payment period selected. We will make subsequent payments in accordance with the frequency of payment selected. You may not assign the supplementary policy or payments without our consent.

## **INCOME PROTECTION**

Unless otherwise provided in the selection, a payee does not have the right to commute, transfer or encumber amounts held or installments to become payable. To the extent provided by law, the proceeds, retained amounts and installments are not subject to any payee's debts, policies or engagements.

## **DEATH OF PRIMARY PAYEE**

On the primary payee's death, we will continue any payments certain under Settlement Option I or II, interest payments under Settlement Option III, or payments under Settlement Option IV to the contingent payee, or release any amounts in one lump sum, if permitted by your policy. The final payee will be the estate of the last to die of the primary payee and any contingent payee.

## **PAYMENTS OTHER THAN MONTHLY**

The tables that follow show monthly installments for Settlement Options I and II. To arrive at annual, semi-annual or quarterly payments, multiply the appropriate figures by 11.813, 5.957 or 2.991 respectively. We will provide factors for other periods certain, or for other options provided by mutual agreement, on reasonable request.

## SETTLEMENT OPTION TABLES

### SETTLEMENT OPTION TABLE I

(Per \$1,000 of proceeds)

No. of Years Payable	Monthly Installment	No. of Years Payable	Monthly Installment
5	\$17.28	18	\$5.27
6	\$14.51	19	\$5.03
7	\$12.53	20	\$4.81
8	\$11.04	21	\$4.62
9	\$9.89	22	\$4.44
10	\$8.96	23	\$4.28
11	\$8.21	24	\$4.13
12	\$7.58	25	\$3.99
13	\$7.05	26	\$3.86
14	\$6.59	27	\$3.75
15	\$6.20	28	\$3.64
16	\$5.85	29	\$3.54
17	\$5.55	30	\$3.44

We base these monthly installments on an interest rate of 1.5% per year.

**SETTLEMENT OPTION TABLES (CONTINUED)**

**SETTLEMENT OPTION TABLE II**

**Female**

(Per \$1,000 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment				Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Female	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain		Life With 20 Years Certain	Female	Life With 5 Years Certain	Life With 10 Years Certain
15	1.92	1.92	1.92	1.92	41	2.57	2.56	2.56	2.55
16	1.94	1.94	1.94	1.94	42	2.61	2.60	2.60	2.59
17	1.95	1.95	1.95	1.95	43	2.65	2.64	2.64	2.63
18	1.97	1.97	1.97	1.97	44	2.69	2.69	2.68	2.67
19	1.99	1.99	1.99	1.99	45	2.74	2.73	2.73	2.71
20	2.01	2.01	2.01	2.00	46	2.79	2.78	2.77	2.76
21	2.02	2.02	2.02	2.02	47	2.84	2.83	2.82	2.80
22	2.04	2.04	2.04	2.04	48	2.89	2.88	2.87	2.85
23	2.06	2.06	2.06	2.06	49	2.94	2.94	2.92	2.90
24	2.08	2.08	2.08	2.08	50	3.00	2.99	2.98	2.95
25	2.10	2.10	2.10	2.10	51	3.06	3.05	3.03	3.00
26	2.13	2.12	2.12	2.12	52	3.12	3.11	3.09	3.06
27	2.15	2.15	2.15	2.14	53	3.19	3.18	3.16	3.12
28	2.17	2.17	2.17	2.17	54	3.26	3.25	3.22	3.18
29	2.19	2.19	2.19	2.19	55	3.33	3.32	3.29	3.24
30	2.22	2.22	2.22	2.21	56	3.41	3.39	3.36	3.30
31	2.25	2.24	2.24	2.24	57	3.49	3.47	3.43	3.37
32	2.27	2.27	2.27	2.27	58	3.58	3.56	3.51	3.44
33	2.30	2.30	2.30	2.29	59	3.67	3.65	3.59	3.51
34	2.33	2.33	2.32	2.32	60	3.77	3.74	3.68	3.58
35	2.36	2.36	2.35	2.35	61	3.87	3.84	3.77	3.66
36	2.39	2.39	2.39	2.38	62	3.98	3.94	3.86	3.73
37	2.42	2.42	2.42	2.41	63	4.10	4.05	3.96	3.81
38	2.46	2.45	2.45	2.44	64	4.22	4.16	4.06	3.88
39	2.49	2.49	2.49	2.48	65	4.35	4.29	4.16	3.96
40	2.53	2.53	2.52	2.51	66	4.49	4.42	4.27	4.04

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.5% per year.

**SETTLEMENT OPTION TABLES (CONTINUED)**

**SETTLEMENT OPTION TABLE II**  
**Female (Continued)**  
 (Per \$1,000 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Female	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain
67	4.64	4.55	4.38	4.11
68	4.80	4.69	4.49	4.19
69	4.97	4.85	4.61	4.26
70	5.15	5.00	4.73	4.33
71	5.35	5.17	4.85	4.39
72	5.56	5.35	4.97	4.45
73	5.78	5.53	5.09	4.51
74	6.03	5.72	5.20	4.56
75	6.28	5.92	5.31	4.60
76	6.56	6.12	5.42	4.64
77	6.85	6.32	5.52	4.68
78	7.17	6.53	5.62	4.70
79	7.50	6.74	5.70	4.73
80	7.86	6.95	5.78	4.75
81	8.23	7.15	5.85	4.76
82	8.63	7.35	5.91	4.78
83	9.04	7.54	5.97	4.79
84	9.47	7.71	6.01	4.80
85	9.91	7.88	6.05	4.80
86	10.36	8.03	6.08	4.81
87	10.82	8.17	6.11	4.81
88	11.28	8.29	6.13	4.81
89	11.73	8.40	6.15	4.81
90	12.17	8.50	6.16	4.81

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.5% per year.

**SETTLEMENT OPTION TABLES (CONTINUED)**

**SETTLEMENT OPTION TABLE II**

**Male**

(Per \$1,000 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment				Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain	Life With 20 Years Certain		Male	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain
15	1.99	1.99	1.99	1.99	41	2.73	2.73	2.72	2.70
16	2.01	2.01	2.01	2.01	42	2.78	2.78	2.76	2.74
17	2.03	2.03	2.03	2.03	43	2.83	2.82	2.81	2.79
18	2.05	2.05	2.05	2.04	44	2.88	2.87	2.86	2.83
19	2.07	2.07	2.07	2.06	45	2.94	2.93	2.91	2.88
20	2.09	2.09	2.09	2.08	46	2.99	2.98	2.96	2.93
21	2.11	2.11	2.11	2.10	47	3.05	3.04	3.02	2.98
22	2.13	2.13	2.13	2.12	48	3.11	3.10	3.07	3.03
23	2.15	2.15	2.15	2.15	49	3.18	3.16	3.13	3.09
24	2.17	2.17	2.17	2.17	50	3.24	3.22	3.19	3.14
25	2.20	2.20	2.19	2.19	51	3.31	3.29	3.26	3.20
26	2.22	2.22	2.22	2.22	52	3.39	3.36	3.32	3.26
27	2.25	2.25	2.24	2.24	53	3.47	3.44	3.39	3.32
28	2.27	2.27	2.27	2.27	54	3.55	3.52	3.47	3.39
29	2.30	2.30	2.30	2.29	55	3.63	3.60	3.54	3.45
30	2.33	2.33	2.33	2.32	56	3.73	3.68	3.62	3.52
31	2.36	2.36	2.35	2.35	57	3.82	3.77	3.70	3.58
32	2.39	2.39	2.38	2.38	58	3.92	3.87	3.79	3.65
33	2.42	2.42	2.42	2.41	59	4.03	3.97	3.87	3.72
34	2.46	2.45	2.45	2.44	60	4.15	4.08	3.97	3.79
35	2.49	2.49	2.48	2.47	61	4.27	4.19	4.06	3.86
36	2.53	2.52	2.52	2.51	62	4.40	4.30	4.16	3.93
37	2.56	2.56	2.56	2.54	63	4.54	4.43	4.26	4.01
38	2.60	2.60	2.59	2.58	64	4.69	4.56	4.36	4.07
39	2.65	2.64	2.63	2.62	65	4.85	4.69	4.46	4.14
40	2.69	2.68	2.68	2.66					

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.5% per year.

**SETTLEMENT OPTION TABLES (CONTINUED)**

**SETTLEMENT OPTION TABLE II**  
**Male (Continued)**  
 (Per \$1,000 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Male	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain
66	4.98	4.83	4.57	4.21
67	5.15	4.98	4.68	4.27
68	5.34	5.13	4.78	4.33
69	5.53	5.29	4.89	4.39
70	5.74	5.45	5.00	4.45
71	5.95	5.62	5.10	4.50
72	6.18	5.80	5.21	4.54
73	6.42	5.97	5.31	4.58
74	6.68	6.15	5.40	4.62
75	6.95	6.33	5.49	4.66
76	7.23	6.52	5.58	4.68
77	7.53	6.70	5.66	4.71
78	7.85	6.88	5.73	4.73
79	8.17	7.06	5.80	4.75
80	8.52	7.24	5.86	4.76
81	8.87	7.41	5.92	4.78
82	9.24	7.57	5.97	4.79
83	9.62	7.73	6.01	4.80
84	10.01	7.88	6.05	4.80
85	10.41	8.02	6.08	4.81
86	10.81	8.14	6.10	4.81
87	11.22	8.26	6.13	4.81
88	11.63	8.37	6.14	4.81
89	12.04	8.47	6.16	4.81
90	12.45	8.55	6.17	4.81

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.5% per year.

**This policy is a LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE VARIABLE UNIVERSAL LIFE INSURANCE POLICY.**

**Your policy provides Death Proceeds and other values that are variable when based on the investment experience of the Subaccounts of the Separate Account. The duration of coverage may be affected and these values may increase or decrease based on investment experience of the Subaccounts of the Separate Account chosen by you. We do not guarantee these values as a fixed dollar amount.**

The Death Proceeds are payable on the Second Death. You should give us notice of the death of each of the Insureds at the time it occurs.

Flexible premiums are payable by you during the lifetime of either Insured until Attained Age 121 of the Younger Insured.

This policy is nonparticipating and is not eligible for dividends.  
There is no maturity date.

**To obtain information or make a complaint, contact Security Life of Denver Insurance Company**

**[ING Customer Service Center  
P.O. Box 5065  
Minot, ND 58702-5065  
Toll Free Number: 1-877-253-5050]**

**SECURITY LIFE OF DENVER INSURANCE COMPANY  
A STOCK COMPANY**

*SERFF Tracking Number:* DENV-125823782      *State:* Arkansas  
*Filing Company:* Security Life of Denver Insurance Company      *State Tracking Number:* 40598  
*Company Tracking Number:* 2519  
*TOI:* L061 Individual Life - Variable      *Sub-TOI:* L061.202 Joint (Last Survivor) - Flexible  
Premium  
*Product Name:* 2519(JTVUL)-12/08  
*Project Name/Number:* 2519(JTVUL)-12/08/2519(JTVUL)-12/08

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: DENV-125823782 State: Arkansas  
Filing Company: Security Life of Denver Insurance Company State Tracking Number: 40598  
Company Tracking Number: 2519  
TOI: L06I Individual Life - Variable Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium  
Product Name: 2519(JTVUL)-12/08  
Project Name/Number: 2519(JTVUL)-12/08/2519(JTVUL)-12/08

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice **Review Status:** 09/19/2008

**Comments:**

**Attachments:**

AR Certification Reg 19 and 49.pdf  
E-1299 Rev 1-04.pdf  
AR E1208 Rev.pdf  
Flesch Readability Certification.pdf  
AR Certification Reg 33.pdf  
AR Certification Reg 34 signed.pdf

**Satisfied -Name:** Application **Review Status:** 09/19/2008

**Comments:**

**Attachment:**

135400 Application.pdf

**Satisfied -Name:** NAIC Transmittal **Review Status:** 10/20/2008

**Comments:**

**Attachment:**

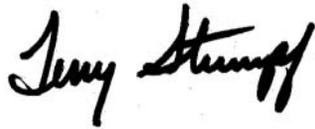
NAIC.pdf

**ARKANSAS  
CERTIFICATION**

Re: 2519(JTVUL)-12/08

As an officer of Security Life of Denver Insurance Company, I certify that this submission meet the provisions of Regulation 19 (unfair sex discrimination in the sale of life insurance), Regulation 49 (guaranty association notice) and all applicable requirements of the Arkansas Insurance Department.

**SECURITY LIFE OF DENVER INSURANCE COMPANY**



By:

\_\_\_\_\_  
Terry Stumpf, Assn't Secretary

Date: October 1, 2008

**LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

**DISCLAIMER**

**The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.**

**Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.**

**Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

**The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol, Suite 2  
Little Rock, Arkansas 72201**

**Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Acts coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

**COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity, or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

**EXCLUSIONS FROM COVERAGE**

However persons holding such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals).
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

#### **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 -- no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

**SECURITY LIFE OF DENVER INSURANCE COMPANY  
Denver, Colorado**

**Arkansas Act 197 of 1987**

**Customer Service Center  
P.O. Box 5065  
Minot, ND 58702-5065  
1-877-253-5050**

**Name of Agent** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

If we at Security Life of Denver Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
Telephone (800) 852-5494

**SECURITY LIFE OF DENVER INSURANCE COMPANY  
Denver, Colorado**

**FLESCH READABILITY CERTIFICATE**

I certify that the Certificate form included in this submission has been printed in not less than ten point type.

The style, arrangement and overall appearance of the form gives no undue prominence to any portion of the text of the form.

The section titles are captioned in bold face type. The layout and spacing of the form separate the paragraphs from each other and from the border of the paper.

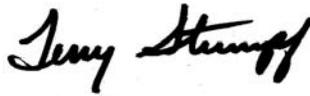
Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in this form.

**Flesch Scale Reading Ease Score**

I have supervised the computation of the Flesch scale reading ease score of this form, using the complete text of the form except for headings, indexes and tabular material, and the scores are listed below.

<b>Form Number</b>	<b>Flesch Reading Ease Scores</b>
2519(JTVUL)-12/08	48.3
R2033-12/08 with policy	47.8
R2034-12/08 with policy	47.8

Signed



---

Terry Stumpf  
Assistant Secretary

Date:

October 1, 2008

**ARKANSAS  
CERTIFICATION OF ASSURANCE**

Re: 2519(JTVUL)-12/08

We hereby assure you that we have reviewed and are in compliance with Regulation 33, Articles VI, VII, IX and XI.

**SECURITY LIFE OF DENVER INSURANCE COMPANY**



By:

\_\_\_\_\_  
Terry Stumpf, Assn't Secretary

Date: October 1, 2008

**STATE OF ARKANSAS**  
**CERTIFICATE OF COMPLIANCE**

I hereby certify that for life insurance policy form number (s):

Form Number: 2519(JTVUL)-12/08

1. The reserves under this policy shall be at least equal to the reserves provided under the minimum valuation standard set forth under Section 6 of Arkansas Insurance Department Regulation 34.
2. When calculating the reserves under the minimum reserves method in Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.
3. The minimum cash surrender values under this policy and the minimum paid-up nonforfeiture benefits shall be determined in accordance with the terms of Section 7 of Regulation 34 pertaining to fixed premium universal life insurance policies.

**SECURITY LIFE OF DENVER INSURANCE COMPANY**



By:

\_\_\_\_\_  
Neil Kulkarni FSA MAAA  
Actuary

Date: October 7, 2008

APPLICATION

PART I - A. PRODUCT INFORMATION

- 1. Select One: [ ] ReliaStar Life Insurance Company, Home Office: Minneapolis, MN [ ] Security Life of Denver Insurance Company, Home Office: Denver, CO
2. Product Requested
3. Product Type: [ ] Fixed [ ] Variable (If applying for a variable life insurance policy, the Owner must receive a current prospectus and a Fund Allocation form must be completed. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS, AND THE CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE SEPARATE ACCOUNTS.)
4. Base Coverage: \$
5. Death Benefit Option: (If no option is selected, option will default to A.) [ ] A or 1 - Level [ ] B or 2 - Increasing or Variable [ ] C or 3 - Face Amount + Premium [ ] D or 4 - Face Amount + Premium + Interest %
6. Death Benefit Qualification Test: (If no option is selected, option will default to Guideline Premium Test.) [ ] Guideline Premium Test [ ] Cash Value Accumulation Test
7. Is the insurance for a tax-qualified, pension, profit sharing or defined contribution ERISA plan or a VEBA or welfare benefit arrangement? (If "Yes", complete Section C Appendix A.)
8. Is the insurance employer sponsored?
9. Please list all applications that are concurrently being submitted to ING for the Insured's family members or business partners.

PART I - B. RIDER INFORMATION

Check appropriate box and enter amounts. (NOT ALL RIDERS ARE AVAILABLE WITH ALL PRODUCTS OR IN ALL STATES.)

Signed illustration is required for permanent products.

- [ ] Accelerated Benefit Rider/"Living" Benefit Rider [ ] Children's Insurance Rider (Complete Children's Insurance Rider Application)\$
[ ] Waiver of Premium (Term Only) [ ] Guaranteed Death Benefit Rider [ ] Lifetime [ ] 20-Year [ ] To age 65 or 20 years, if later
[ ] Waiver of Monthly Deduction or Cost of Insurance Rider [ ] Term Rider (Specify) \$
[ ] Waiver of Specified Premium Rider [ ] Adjustable Term Insurance Rider (Specify Target Death Benefit) \$
(Specify monthly premium - illustration required) \$ [ ] Other \$
[ ] Additional Insured Rider (on Primary Insured) \$ [ ] Other \$
[ ] Other Insured Rider (on Proposed Other Insured)\$
[ ] Accidental Death Benefit Rider \$
[ ] Joint Additional Insured Rider \$

PART I - C. PROPOSED PRIMARY INSURED INFORMATION

- 1. First Name MI Last Name
2. Date of Birth Sex [ ] M [ ] F SSN Birth State/Country
3. Residence Address (P.O. Boxes are not permitted, other than APO/FPO) City State ZIP
4. Telephone Number
5. Are you a U.S. Citizen? (If "No", complete the Foreign Travel and Residence Questionnaire.)
6. Occupation/Duties

7. Employer \_\_\_\_\_
8. Do you currently use or have you ever used tobacco or nicotine products in any form? (e.g., cigarettes, cigars, pipes, chewing tobacco, nicotine gum, or nicotine patches).....  Yes  No
- If "Yes", indicate Type \_\_\_\_\_ Amount & Frequency \_\_\_\_\_ Month/Year Last Used \_\_\_\_\_
9. Driver's License Number/State: \_\_\_\_\_  
(If you do not have one, then provide government photo ID #, issuer and expiration date.)

**PART I - D. PROPOSED OTHER INSURED INFORMATION**

1. First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_
2. Date of Birth \_\_\_\_\_ Sex  M  F SSN \_\_\_\_\_ Birth State/Country \_\_\_\_\_
3. Residence Address \_\_\_\_\_  
(P.O. Boxes are not permitted, other than APO/FPO) City State ZIP
4. Telephone Number \_\_\_\_\_
5. Are you a U.S. Citizen? (If "No", complete the Foreign Travel and Residence Questionnaire.) .....  Yes  No
6. Occupation/Duties \_\_\_\_\_
7. Employer \_\_\_\_\_
8. Do you currently use or have you ever used tobacco or nicotine products in any form? (e.g., cigarettes, cigars, pipes, chewing tobacco, nicotine gum, or nicotine patches) .....  Yes  No
- If "Yes", indicate Type \_\_\_\_\_ Amount & Frequency \_\_\_\_\_ Month/Year Last Used \_\_\_\_\_
9. Driver's License Number/State: \_\_\_\_\_  
(If you do not have one, then provide government photo ID #, issuer and expiration date.)

**PART I - E. PERSONAL HISTORY**

Questions 1-7 must be completed for all Proposed Insureds.

	Proposed Insured		Proposed Other Insured	
	Yes	No	Yes	No
1. Are you, or do you intend to become a member of the armed forces, including the Reserves, or on alert? (If "Yes", complete Military Questionnaire.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you intend to travel or reside outside the United States or Canada? (If "Yes", complete the Foreign Travel and Residence Questionnaire.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you in the last five years made or do you anticipate making flights in an aircraft OTHER than as a passenger on a scheduled airline? (If "Yes", complete the Aviation Questionnaire.).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you participate in hang-gliding, soaring, sky-diving, ballooning, skin or scuba diving, mountain climbing, competitive skiing, rodeos, or any other hazardous sports or activities? (If "Yes", complete appropriate questionnaire.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you race, test or stunt drive automobiles, motorcycles, motor boats, or jet powered vehicles, or do you use or race snowmobiles, dirt bikes, dune buggies, etc.? (If "Yes", complete Motorized Vehicle/Powerboat Questionnaire.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Except for traffic violations, have you been convicted in a criminal proceeding or been the subject of a pending criminal proceeding? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you in the last five years had any motor vehicle accidents, alcohol or drug related convictions, or other moving violations while operating a motor vehicle? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For any "Yes" answer to questions 6-7, please record information in the chart below.

Ques. #	Person	Explanation

**PART I - F. BENEFICIARY INFORMATION**

Unless otherwise stated, the beneficiary designation is revocable and beneficiaries of like class shall share rights of survivorship equally. If Trust or Corporation, provide name and date of trust agreement and state of incorporation. Percentages must total 100%, using whole percentages only. If additional space is needed, use Section R.

1. Is the Beneficiary a Trust? .....  Yes  No

2. Name of Trust \_\_\_\_\_ Date of Trust \_\_\_\_\_ State of Incorporation \_\_\_\_\_

	Name (First, MI, Last)	DOB	SSN	Relationship	%	Beneficiary Type
<b>Proposed Primary Insured</b>						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
<b>Proposed Other Insured</b>						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent

**PART I - G. PROPOSED OWNER/TRUST/CORPORATION INFORMATION**

If Proposed Owner is a Trust or Corporation, provide first and last pages of the Trust document, including signatures.

1. Full Name of Owner/Trust/Corporation \_\_\_\_\_

2. Owner's Relationship to Proposed Primary Insured \_\_\_\_\_

3. Owner's Date of Birth \_\_\_\_\_ Owner's Phone Number \_\_\_\_\_ Owner's SSN \_\_\_\_\_

4. Owner's Address \_\_\_\_\_  
(P.O. Boxes are not permitted other than APO/FPO) City State ZIP

5. Address of Trust/Corporation \_\_\_\_\_

6. Billing Address \_\_\_\_\_  
(P.O. Boxes are not permitted other than APO/FPO) City State ZIP

7. Type of Government Issued ID (Driver's License/Passport) \_\_\_\_\_ Document Number \_\_\_\_\_  
 Issuing State or Country \_\_\_\_\_ Date of Issuance \_\_\_\_\_ Date of Expiration \_\_\_\_\_

8. Trust Contact Name \_\_\_\_\_ Tax ID \_\_\_\_\_ Date of Trust \_\_\_\_\_

9. Type of Trust:  Revocable  Irrevocable Purpose of the Trust \_\_\_\_\_

10. State of Incorporation \_\_\_\_\_ Name of Trustee/Corporate Officer \_\_\_\_\_

11. Does the above trustee have sole authority to act on behalf of the Trust? .....  Yes  No  
*(If "No", list the names & addresses of all trustees on a separate page, and obtain signatures from all trustees on the application.)*





---

## PART I - P. IMPORTANT INFORMATION

To help the government fight the funding for terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you apply for life insurance, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If you wish to have a more detailed explanation of our information practices, please write to us at: Individual Life Underwriting, ReliaStar Life Insurance Company, Home Office: Minneapolis, MN, Administrative Office, ING Service Center, P.O. Box 5075, Minot, ND, 58702-5075 or Individual Life Underwriting, Security Life of Denver Insurance Company, Home Office: Denver, CO, Administrative Office, ING Service Center, P.O. Box 5065, Minot, ND, 58702-5065.

### **Notice to Applicants Regarding Policy Dating Procedures:**

Your policy will be dated either on the date that it is issued or on a date that you specifically request. Within certain limits, you may choose a date that is before or after the date of your application. The policy date governs many of the duties and obligations under this policy including when renewal premiums are due. If the policy date is prior to the in force date, premiums will be based on the policy date.

There are a number of reasons why you might request a specific policy date, such as:

- To obtain a lower premium if a date before the date of issue would result in a lower insurance age.
- To obtain a savings in premium by selecting a future policy date, since premiums are billed from the policy date.
- To coincide with other elements of an estate plan.
- To provide a preselected convenient date as the due date for premiums.

### **Policy dating for applicants who pay the premium when the policy is delivered or who are required to pay additional premium upon delivery only:**

You may decide at the time of policy delivery to change the date of your policy to the delivery date. The Policy Delivery Receipt included with your policy will contain instructions for changing the policy date to the delivery date. Changing the policy date to the date of delivery may result in an increase in your premium as a result of a change in insurance age. If so, you will be notified by the Company and you may then decide not to have the policy redated.

The Company does not accept premium payments or loan repayments using money orders for amounts over \$5000.00 and may reject payments made by cashier's checks, bank drafts, bank checks and treasurer's checks. All premium checks must be made payable to ReliaStar Life Insurance Company or Security Life of Denver Insurance Company.

---

## PART I - Q. STATE REQUIRED NOTICES

### **For Applicants in Arkansas, District of Columbia, Hawaii, Louisiana, Maine, New Mexico, Oklahoma, Pennsylvania, Tennessee, and Virginia:**

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

### **The laws of the following states require that we provide these notices:**

#### **COLORADO:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### **FLORIDA:**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

#### **KENTUCKY:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

#### **NEW JERSEY:**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

#### **OHIO:**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**This page must be given to the Proposed Insured.**



**PART I - S. AUTHORIZATION AND ACKNOWLEDGEMENT**

The undersigned Proposed Insured(s) declares: By completing this life insurance application, I understand that I am applying for life insurance coverage which may be issued by one or more of the ING life companies. These include ReliaStar Life Insurance Company or Security Life of Denver Insurance Company, referred to individually or collectively as the "Company." I understand and consent that this application and information obtained pursuant to this authorization may be used by the Company to evaluate my eligibility for life insurance. For underwriting and claims purposes, I authorize any physician, medical practitioner, hospital, clinic or medically related facility, insurance or reinsuring company, Medical Information Bureau, Inc. ("MIB"), any consumer reporting agency, or any other organization to release to the Company or their authorized representatives (including any consumer reporting agency) acting on their behalf, ALL INFORMATION requested by the Company about me and any minor children who are to be insured. This includes but is not limited to: Any medical information available as to diagnosis, treatment and prognosis with respect to any physical or mental condition and treatment of me or my minor children who are to be insured; Prescription drug records and related information maintained by physicians, pharmacy benefit managers and other sources; Any non-medical information about me or my minor children who are to be insured. By this authorization, each physician, medical practitioner, hospital, clinic or medically related facility contacted by the Company is instructed to provide the entire medical record in its possession concerning me or any minor children who are to be insured.

- I give my permission to the Company to collect consumer or investigative consumer reports about these same persons.
- I give my permission to the Company and other insurance companies affiliated with the Company to collect any and all medical record information for the purposes described in this form. I know that my medical records, including any alcohol or drug abuse information, may be protected by Federal Regulations - 42CFR Part 2. I may revoke this permission and authorization as it applies to any information protected by 42CFR Part 2 or by applicable state law at any time by mailing the written revocation to the Company at the address on the Consumer Privacy Notice, but not to the extent action has been taken. I understand that the release of medical records will not be requested with respect to tests performed to determine the presence of the Human Immunodeficiency Virus (HIV) antibody.

For any life insurance application or other insurance transaction that I may have with the Company, I specifically consent that some or all of the

information obtained by this authorization may be sent to MIB, reinsurers, the agent who solicited my application and his or her principals, employees or contractors who process transactions regarding any insurance coverage I may have applied for or have with the Company or affiliated companies. I understand the information obtained by use of the Authorization will be used by the Company to determine eligibility for insurance and eligibility for benefits under an existing policy.

- **I understand that I may request to be interviewed if an investigative consumer report is prepared. You may contact me between the hours of \_\_\_\_\_ am/pm and \_\_\_\_\_ am/pm. My daytime telephone number is (\_\_\_\_\_) \_\_\_\_\_.**
- **I know that I have a right to receive a copy of this form and a photocopy will be as valid as the original.**
- **This form will be valid for 24 months from the date shown below.**
- **I acknowledge receipt of the following notices: Notice Regarding Consumer Reports; Notice Regarding MIB; and Notice Regarding Information Practices.**

**VERIFICATION:**

Each of the undersigned also declares that:

- A. I have read the statements and answers given in this application and affirm that they are true and complete to the best of my knowledge and belief. I understand that the Company may seek to rescind or cancel the insurance coverage if there is any material misrepresentation.
- B. This application consists of Part I, Part II, and supplemental questionnaires, and will be the basis for any coverage issued on this application. Any coverage issued on this application will take effect only upon satisfaction of all of the Company's requirements, except as otherwise provided in the Conditional Receipt, if issued, with the same date as this application. Except where permitted expressly by statute or regulation, no agent or medical examiner has the authority to waive the answer to any question in the application, to pass on insurability, to make or alter any contract or waive any of the Company's rights or requirements. No change in the amount, classification, age at issue, plan of insurance or benefits on this application shall be effective unless agreed to in writing by the Proposed Insured and Owner.
- C. I certify, under penalty of perjury, that my Social Security/tax identification number(s) is(are) shown and is(are) correct and that I am not subject to back-up withholding.

**All completed materials must be sent to the Administrative Office at: ING Service Center, 2000 21st Ave. NW, Minot, ND 58703**

Signed at: (City/State) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Proposed Insured (if age 15 or older) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Proposed Other Insured \_\_\_\_\_ Date \_\_\_\_\_

Signature of Proposed Owner (if other than the Insured) \_\_\_\_\_ Date \_\_\_\_\_

Print Proposed Owner's/Trustee's Name \_\_\_\_\_

Signature of Parent or Guardian (if the Proposed Owner or the Proposed Primary Insured is a minor) \_\_\_\_\_

Signature of Writing Agent/Registered Rep. \_\_\_\_\_

Writing Agent State Lic. # \_\_\_\_\_ Writing Agent/Registered Rep. # \_\_\_\_\_

Name of Agent/Registered Rep. \_\_\_\_\_

Agent State Lic. # \_\_\_\_\_ Agent/Registered Rep. # \_\_\_\_\_

Name of Agent/Registered Rep. \_\_\_\_\_

Agent State Lic. # \_\_\_\_\_ Agent/Registered Rep. # \_\_\_\_\_

## Life, Accident & Health, Annuity, Credit Transmittal Document

<b>1.</b>	<b>Prepared for the State of</b>	
-----------	----------------------------------	--

<b>2.</b>	<b>Department Use Only</b>
	<b>State Tracking ID</b>

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address

<b>5.</b>	<b>Requested Filing Mode</b>	<input type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
-----------	------------------------------	---

<b>6.</b>	<b>Company Tracking Number</b>	
-----------	--------------------------------	--

<b>7.</b>	<input type="checkbox"/> New Submission <input type="checkbox"/> Resubmission	Previous file # _____
-----------	---	-----------------------

<b>8.</b>	<b>Market</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise	
		<b>Group</b>	<input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

<b>9.</b>	<b>Type of Insurance</b>	
-----------	--------------------------	--

<b>10.</b>	<b>Product Coding Matrix Filing Code</b>	
------------	--	--

<b>11.</b>	<b>Submitted Documents</b>	<p><input type="checkbox"/> <b>FORMS</b></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Policy</td> <td><input type="checkbox"/> Outline of Coverage</td> <td><input type="checkbox"/> Certificate</td> </tr> <tr> <td><input type="checkbox"/> Application/Enrollment</td> <td><input type="checkbox"/> Rider/Endorsement</td> <td><input type="checkbox"/> Advertising</td> </tr> <tr> <td><input type="checkbox"/> Schedule of Benefits</td> <td><input type="checkbox"/> Other</td> <td></td> </tr> </table> <p><b>Rates</b></p> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate	<input type="checkbox"/> Policy	<input type="checkbox"/> Outline of Coverage	<input type="checkbox"/> Certificate	<input type="checkbox"/> Application/Enrollment	<input type="checkbox"/> Rider/Endorsement	<input type="checkbox"/> Advertising	<input type="checkbox"/> Schedule of Benefits	<input type="checkbox"/> Other		
<input type="checkbox"/> Policy	<input type="checkbox"/> Outline of Coverage	<input type="checkbox"/> Certificate										
<input type="checkbox"/> Application/Enrollment	<input type="checkbox"/> Rider/Endorsement	<input type="checkbox"/> Advertising										
<input type="checkbox"/> Schedule of Benefits	<input type="checkbox"/> Other											
		<input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATE:</b> Please explain: _____										
		<p><b>SUPPORTING DOCUMENTATION</b></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Articles of Incorporation</td> <td><input type="checkbox"/> Third Party Authorization</td> </tr> <tr> <td><input type="checkbox"/> Association Bylaws</td> <td><input type="checkbox"/> Trust Agreements</td> </tr> <tr> <td><input type="checkbox"/> Statement of Variability</td> <td><input type="checkbox"/> Certifications</td> </tr> <tr> <td><input type="checkbox"/> Actuarial Memorandum</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td></td> </tr> </table>	<input type="checkbox"/> Articles of Incorporation	<input type="checkbox"/> Third Party Authorization	<input type="checkbox"/> Association Bylaws	<input type="checkbox"/> Trust Agreements	<input type="checkbox"/> Statement of Variability	<input type="checkbox"/> Certifications	<input type="checkbox"/> Actuarial Memorandum		<input type="checkbox"/> Other _____	
<input type="checkbox"/> Articles of Incorporation	<input type="checkbox"/> Third Party Authorization											
<input type="checkbox"/> Association Bylaws	<input type="checkbox"/> Trust Agreements											
<input type="checkbox"/> Statement of Variability	<input type="checkbox"/> Certifications											
<input type="checkbox"/> Actuarial Memorandum												
<input type="checkbox"/> Other _____												

<b>12.</b>	<b>Filing Submission Date</b>		
<b>13.</b>	<b>Filing Fee (If required)</b>	Amount _____	Check Date _____
		Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No	Check Number _____
<b>14.</b>	<b>Date of Domiciliary Approval</b>		
<b>15.</b>	<b>Filing Description:</b>		

<b>16.</b>	<b>Certification (If required)</b>		
<p><b>I HEREBY CERTIFY</b> that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of _____.</p>			
Print Name _____		Title _____	
Signature _____		Date: _____	

<b>17.</b>	<b>Form Filing Attachment</b>
<b>This filing transmittal is part of company tracking number</b>	
<b>This filing corresponds to rate filing company tracking number</b>	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	

LH RFA-1