

SERFF Tracking Number: HERT-125850121 State: Arkansas
Filing Company: United Heritage Life Insurance Company State Tracking Number: 40490
Company Tracking Number: UL-1561-07-2008AR
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 2009 Universal Life Product
Project Name/Number: UL-1560-07-2008/UL-1561-07-2008

Filing at a Glance

Company: United Heritage Life Insurance Company

Product Name: 2009 Universal Life Product SERFF Tr Num: HERT-125850121 State: ArkansasLH
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 40490
Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

Co Tr Num: UL-1561-07-2008AR State Status: Approved-Closed
Co Status: Reviewer(s): Linda Bird
Author: Michele MacKenzie Disposition Date: 10/22/2008
Date Submitted: 10/09/2008 Disposition Status: Approved
Implementation Date:

Implementation Date Requested: 01/01/2009

State Filing Description:

General Information

Project Name: UL-1560-07-2008
Project Number: UL-1561-07-2008
Requested Filing Mode:
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 10/22/2008

Deemer Date:

Status of Filing in Domicile: Authorized
Date Approved in Domicile: 08/06/2008
Domicile Status Comments:
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 10/22/2008
Corresponding Filing Tracking Number: UL-1560-07-2008AR

Filing Description:

****PLEASE BE ADVISED THAT WE ARE SENDING TWO FILINGS AT THIS TIME. DOCUMENTS ARE 1560(07-2008) AND 1561(07-2008) UNIVERSAL LIFE POLICIES AND ACCOMPANYING RIDERS, ET AL. BECAUSE OF THE RELATIONSHIP OF THE TWO POLICIES AND THE DESCRIPTIONS OF THE TWO, THE COVER LETTERS FOR BOTH FILINGS WILL BE THE SAME AND SHALL INCLUDE BOTH FILING NUMBERS. SERFF FILING NO. FOR FORM 1560 AND CORRESPONDING DOCUMENTS IS HERT-125849937. A COVER LETTER WITH A

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SUPPLEMENTAL PAGE LISTING ALL FORMS TO BE USED WITH THIS POLICY HAS BEEN PROVIDED FOR YOU ON THE SUPPORTING DOCUMENTS PAGE. THANK YOU.

RE: United Heritage Life Insurance Company, NAIC 63983, Arkansas No. 2237
Adjustable Life Insurance Policy Forms No. 1560 (6-2008), Flesch Score 47.6
1561 (6-2008), Flesch Score 47.7

Filed with Idaho, Domicile State, August 6, 2008

Gentlemen:

This filing contains two adjustable premium products also known as universal life. These products are based on the 2001 CSO Table. It is the company's intention to begin marketing these products in January of 2009. While these products do not directly replace any existing products, in 2009 the company will be withdrawing its filed universal life products that are based on the 1980 CSO Table.

United Heritage is submitting two different products. Forms 1560 is for persons wishing to purchase policies with an issue amount below \$100,000, and are designed for a lower level of underwriting and have fewer rate classes. Product 1561 is for persons wishing to purchase \$100,000 or more of coverage. The policyholder may choose how his/her policy will perform by the amount of premium he/she wishes to pay.

The policies are designed to function as anything from 20-year term policies to whole life policies depending on the amount of premium that the policyholder wants to pay. The term period cannot extend beyond age 95. Payment of an amount equal to the term premium will result in coverage terminating at the end of the term period in most circumstances.

The specification pages will quote both the term premium as well as a suggested target premium for those who want a whole life type policy. This would allow a policyholder to purchase the coverage as term now and in the first few years increase the premium amount from the term premium amount to a premium amount that would provide coverage for a longer period and build cash value.

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Please find attached with this letter a supplemental page which describes additional documents that will be used with these products. You will find some to be on file with your Department and others that are being filed at this time. Please take note again that the policies will be marketed on or after January 1, 2009. Please note that these policies are illustrated. There are no provisions in the policies that are outside industry or company standards.

We believe that you will find that the documents meet all the requirements of the statutes and regulations for the state of Arkansas. Should you have any questions or concerns regarding this filing please contact me at 208-475-0981 or toll free 1-800-657-6351, ext. 2281.

Company and Contact

Filing Contact Information

Michele MacKenzie, Regulatory Compliance Analyst
 mmackenzie@unitedheritage.com
 707 W. United Heritage Court (208) 475-0981 [Phone]
 Meridian, ID 83680

Filing Company Information

United Heritage Life Insurance Company	CoCode: 63983	State of Domicile: Idaho
PO BOX 7777	Group Code: 2878	Company Type:
Meridian, ID 83680-7777	Group Name:	State ID Number:
(208) 475-0981 ext. [Phone]	FEIN Number: 82-0123320	

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United Heritage Life Insurance Company	\$50.00	10/09/2008	23078910

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/22/2008	10/22/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	10/21/2008	10/21/2008	Michele MacKenzie	10/21/2008	10/21/2008

SERFF Tracking Number: *HERT-125850121* *State:* *Arkansas*
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Disposition

Disposition Date: 10/22/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Cover Letter		Yes
Supporting Document	Certification of Compliance with Reg. 48		Yes
Form	Universal/Adjustable Life Policy		Yes
Form	1561 Specification Pages		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/21/2008
Submitted Date 10/21/2008
Respond By Date

Dear Michele MacKenzie,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/21/2008
Submitted Date 10/21/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Dear Linda,

Thank you so much for helping me today. Appreciate it. I have revised the supporting documents page and added the Certification with Reg 48 as you requested. It is signed by our VP and Chief Actuary Deb Sloan. If you need anything additional, please let me know. Thank you again. It was great speaking with you.

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Michele

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Compliance with Reg. 48

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

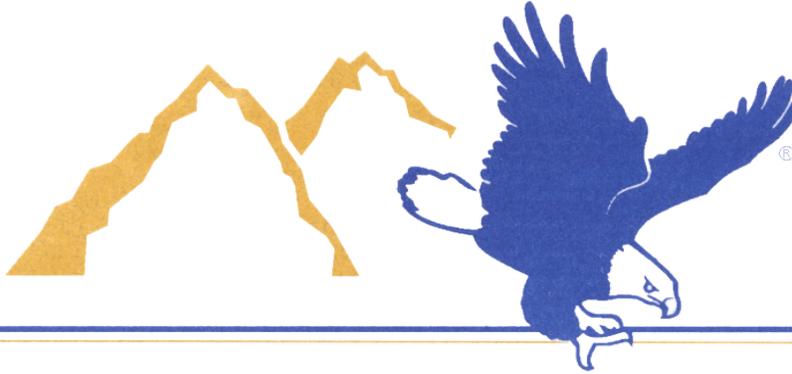
Michele MacKenzie

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Form Schedule

Lead Form Number: 1561(07-2008)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	1561(07-2008)	Policy/Cont ract/Fraternal Certificate	Universal/Adjustable Life Policy	Initial		48	1561(07-2008).pdf
	1561SpecPages	Schedule Pages	1561 Specification Pages	Initial			SpecPage1561(07-2008).pdf



UNITED HERITAGE[®]

Life Insurance Company

707 E United Heritage Ct, Meridian, Idaho 83642-3527
P O. Box 7777 - Meridian, Idaho 83680-7777

1-800-657-6351

We agree to pay the death benefit, less indebtedness, to the beneficiary if the insured dies while this policy is in force. The accumulation value, if any, less any indebtedness of this policy will be paid if the insured is living on the maturity date.

THIRTY DAY RIGHT TO EXAMINE POLICY - Please carefully examine this policy. PROVISIONS OF THIS SECTION APPLY TO NEW AND REPLACEMENT POLICIES. You may return this policy for any reason within thirty days after you received it by delivering it or mailing it to the insurer or to the agent through whom it was purchased. If returned, this policy will be void from its beginning, and the premium we received will be returned to you. If we do not return your premium within thirty days after you return this policy to us or our agent, we will add 10% to the amount due you.

Signed for the Company at Meridian, Idaho.

Marjorie A. Hopkins

Secretary

Dennis Z. Johnson

President

**ADJUSTABLE LIFE INSURANCE POLICY
ADJUSTABLE BENEFIT AMOUNT
FLEXIBLE PREMIUMS PAYABLE TO AGE 121
INSURANCE PROCEEDS PAYABLE AT DEATH BEFORE
THE MATURITY DATE
NONPARTICIPATING**

Table of Contents

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Definitions

Accumulation Value - the amount of money that, including interest, is credited to the policy.

Attained Age - the age of the insured on the policy date plus the number of completed policy years.

Beneficiary - the person named in the application to receive the insurance proceeds at the death of the insured. A Contingent Beneficiary is a person who will receive the insurance proceeds if the primary beneficiary died before the death of the insured. An **Irrevocable Beneficiary** is a beneficiary whose permission is needed to change or add to the beneficiary designation.

Cash Value - the accumulation value less the surrender charge shown on the Policy Specification Pages. The applicable surrender charge is shown in the Table of Surrender Charges.

Company - the Company is United Heritage Life Insurance Company. The words "we," "our," and "us" refer to the Company. Our Home Office address is 707 E. United Heritage Court, P. O. Box 7777, Meridian, Idaho 83680-7777.

Dividends - a return of part of the premium. No dividends shall be paid on this policy.

Due Proof of Death – a completed claim form and a certified copy of the decedent's death certificate.

First Premium - the amount due on the policy date. This premium is shown on the Policy Specification Pages and is payable in advance.

In Force - the insured's life remains insured under the terms of the policy.

Indebtedness - the sum of any unpaid policy loans, including unpaid interest.

Insured - the person named on the Policy Specification Pages.

Maturity Date - the day on which, if the insured is alive, the accumulation value, if any, less any indebtedness is payable to you. The maturity date is the policy anniversary following age 121 of the insured and is shown on the Policy Specification Pages.

Monthly Anniversary Day - the same day of each month as the policy date. Accumulation values are calculated and monthly deductions are made on each monthly anniversary day.

Monthly Deduction - the total amount deducted each monthly anniversary day for the coverage provided under this policy and any additional benefit riders.

No Lapse Guarantee Period - a Nonforfeiture benefit that guarantees that the policy will remain in force until the lesser of age 95 or 20 years following the purchase of a specified amount, as long as the minimum premium required has been paid. Under this provision, the policy will remain in force if the cash value is reduced to zero during the period stated. The No Lapse Guarantee Period and minimum premium are shown on the Policy Specification Pages.

Owner - the person named in the application to own the policy. The words "you" and "your" refer to the owner.

Payee - the person to whom we pay the insurance proceeds, usually the beneficiary.

Planned Periodic Premium Payment - the amount payable to keep the insurance coverage in force except as provided in the Continuation of Insurance provision. The amount and frequency are shown on the Policy Specification Pages.

Policy Anniversary - each year from the policy date.

Policy Date - the day coverage becomes effective.

Policy Year - a period of one year beginning on the policy date or on any policy anniversary.

Specified Amount - the initial amount of coverage shown on the Policy Specification Pages. You may change this amount at any time after the first policy year subject to provisions of the policy.

Successor-Owner - the person named by you to own the policy by assignment or after you die.

Surrender Charge - an amount taken out of the accumulation value when determining the amount paid to you upon surrender or partial surrender of the policy or when determining the maximum policy loan. There is a fee for any partial surrender in addition to the surrender charge.

Surrender Value - the cash value less indebtedness on the policy.

Premiums

Your first premium

The first premium for this policy is shown on the Policy Specification Pages. This premium is due on the policy date. You may pay more than the premium shown.

Subsequent premiums

You may pay premiums at any time. The amount and frequency of planned periodic premiums are shown on the Policy Specification Pages.

You may change the frequency and amount of your planned periodic premiums subject to our rules about the frequency and minimum and maximum amount of each premium. We do require that you request this change in writing to us.

We will send you premium payment reminder notices for the frequency and amount then in effect. However, we have the right to stop sending these notices if we do not receive a premium for two policy years.

Minimum amount of premium

In addition to planned periodic premiums, you may make additional premium payments at any time before the maturity date. The minimum amount of any premium is \$25.

Maximum amount of premium

We reserve the right to limit the amount of increase in the planned periodic premium and the number and amount of additional premium payments. Under the Internal Revenue Code, as amended, the sum of all premiums paid may not exceed at any time the greater of (1) the guideline level premium multiplied by the number of years this policy has been in force or (2) the guideline single premium. Premium must be limited so that this policy will continue to qualify as a life insurance benefit excludable from gross income. The guideline level premium and the guideline single premium rules are defined in Section 7702 of such code. We will refund any part of a premium that exceeds any premium guidelines applicable to this policy under such code unless such premium is necessary to continue coverage. We may also refund any part of an additional premium which would cause an immediate increase in the death benefit, unless satisfactory evidence of insurability is provided.

Where premiums are payable

Each premium after the first one is payable at our Home Office. If you ask, we will give you a receipt signed by our President or Secretary.

Grace period

If the cash value, less any indebtedness, on the day before a monthly anniversary day is less than the monthly deduction for the month beginning on that monthly anniversary day, you will have a Grace Period of 61 days from that monthly anniversary day to pay premium sufficient to cover due monthly deductions. The cash value and monthly deductions are described in the Nonforfeiture provisions of this policy. If premium is not paid within this Grace Period, all coverage under this policy will terminate. At least 31 days before the end of the Grace Period we will mail to your last known address a written notice of insufficient cash value and total premium due to continue the policy in force.

If the insured dies during the Grace Period, we will deduct any overdue monthly deductions from the death benefits payable.

No Lapse Guarantee Period

The No Lapse Guarantee Period is shown on the Policy Specification Pages.

During the No Lapse Guarantee Period, this policy will remain in force if (a) is greater than (b), where:

- (a) is the sum of all premiums paid, less any withdrawals, withdrawal fees, pro rata portions of surrender charges assessed for any previous withdrawals, loans, and accrued loan interest; and
- (b) is the minimum monthly premium, as shown on the Policy Specification Pages, times the number of months since the policy date; or the cash value less any indebtedness on the day preceding a monthly anniversary day is sufficient to cover the monthly deduction for the month following such monthly anniversary day.

If the minimum monthly premium is increased due to a change in the specified amount, (b) will equal the sum of (1) and (2), where:

- (1) is the initial minimum monthly premium times the number of months from the policy date to the month prior to the policy change and increase in the minimum monthly premiums; and
- (2) is the new minimum monthly premium times the number of months since the change in the specified amount.

For each additional increase in the minimum monthly premium, (b) will be increased as described in (2) above.

During the No Lapse Guarantee Period, you will have a period of 61 days from that monthly anniversary day to pay premium sufficient to keep the policy in force. At least 31 days before the end of the 61 days we will mail to your last known address a written notice of total premium due.

At the end of the No Lapse Guarantee Period of the policy, the grace period provision described above will apply.

If a policy is reinstated as provided for in the reinstatement provision, the No Lapse Guarantee Period will be reinstated only if the No Lapse Guarantee Period was in effect at the time of policy lapse and the date of reinstatement is within the original No Lapse Guarantee Period.

If the insured dies during the No Lapse Guarantee Period, we will deduct any overdue monthly deductions from the death benefits payable.

Reinstatement

If this policy terminates at the end of a Grace Period, or No Lapse Guarantee Period, you may reinstate it before the maturity date. Our rules applying to reinstatement are:

1. We must receive your written request for reinstatement on forms approved by us within five years from the beginning of the Grace or No Lapse Period;
2. You must show us that the insured and any other person covered under this policy is insurable and eligible for coverage according to our normal rules;
3. The accumulation value, policy debt, and surrender charges on the date of reinstatement will be those that were in effect on the date the policy lapsed; and
4. You must pay enough minimum monthly premium(s) to put the policy back in force from the date of termination to the current monthly anniversary date, plus an additional three minimum monthly premiums, following the effective date of reinstatement.

The effective date of a reinstated policy will be the monthly anniversary day that coincides with or immediately follows the day we:

- (a) approved your application for insurance;
- (b) approved all evidence of insurability; and
- (c) all premium payments are to a current date, plus the next three minimum monthly premiums are paid.

The Incontestable and Suicide provisions of the policy will begin again as described in the General Provisions of the policy.

Death Benefits

If the insured dies while this policy is in force, we will pay the death benefit corresponding to the option selected, less any indebtedness. We also require that this policy be surrendered to us or, if not available, an appropriate lost policy certificate or statement must be filed. Payment of the benefits available under this policy will be paid as soon as reasonably possible after we receive due proof of death and proof of the right of the beneficiary to receive the proceeds. In no event will payment be delayed for more than 30 days after receipt of proof as described above. This time frame shall not limit or apply to the Company's right to investigate any contestable claims. Interest will be added to the proceeds payable from the date of death to the date of settlement at a rate not less than that required by law. Our full payment of the insurance policy proceeds to the person(s) designated as being entitled to such payment, discharges us from all claims under the policy.

Two options are available.

Option A

The death benefit includes the specified amount. The death benefit will be the greater of the:

- ▶ specified amount on the date of death; or
- ▶ minimum death benefit (described below).

Option B

The death benefit is greater than the specified amount. The death benefit will be the greater of the:

- ▶ specified amount plus the accumulation value on the date of death, or
- ▶ minimum death benefit (described below).

Minimum death benefit

The minimum death benefit at any time is the accumulation value multiplied by the applicable percentage shown in the Table of Applicable Percentages provided on the Policy Specification Pages. The percentage depends upon the attained age of the insured.

Changing the option

You may change your death benefit option after the first anniversary date of your policy. You may make one change per policy year. Each request must be in writing. A supplemental specifications page will be sent reflecting any change.

Option A to Option B - the specified amount under the new Option B plan will be the death benefit under the Option A plan, less the cash value as of the effective date of change.

Option B to Option A - the specified amount under the new Option A plan will be the specified amount under the Option B plan, plus the cash value as of the effective date of change.

A change in option may result in a surrender charge if the specified amount is decreased.

Changing the specified amount

You may increase or decrease the specified amount. If there is to be a change, you must make a written request to us. A supplemental specifications page will be sent reflecting the change. The following conditions apply to these changes:

1. The specified amount cannot be changed during the first policy year. It cannot be changed more than once per policy year.
2. If the specified amount is to be increased;
 - ▶ you must submit an application completed by the insured showing that the insured is insurable according to our normal rules;
 - ▶ you must pay the first premium for this increase;
 - ▶ an increase in the specified amount cannot be less than \$25,000. If approved, the increase will take effect on the next monthly anniversary day following or coincident with the day we approve the change. The first month's mortality charge for the increase will be at the current rate for the insured's attained age on the increased specified amount. The policy will incur an additional first year charge and additional surrender charge based on the attained age and amount of the increase. Tables illustrating those charges will be included in the Policy Specification Pages. We will also provide you new Policy Specification Pages that will include a Table of Surrender Charges per Thousand that will show the additional surrender charges that will apply to the increase and
 - ▶ no increase will be allowed after the insured is age 85.
3. If the specified amount is to be decreased;
 - ▶ it will be effective on the next monthly anniversary day following the day we receive your request;
 - ▶ we will decrease the specified amount in this order: first, that provided by the most recent increase; next, that provided by the successive most recent increases; last, the initial specified amount;
 - ▶ no decrease may be less than \$25,000, or less than the minimum specified amount shown on the Policy Specification Pages;
 - ▶ will not make a decrease that disqualifies this policy as life insurance under the Internal Revenue Code either currently or at some date in the future; and
 - ▶ we will deduct a surrender charge from the accumulation value. The surrender charge is a pro rata portion of the current surrender charge, and is calculated as follows:
 1. the amount of decrease divided by the specified amount; then
 2. multiplied by the current year surrender charge prior to the decrease.

Nonforfeiture Provisions

Accumulation value

On each monthly anniversary day, the accumulation value shall be calculated as (a), plus (b), minus (c), plus (d), plus (e), minus (f), where:

- (a) is the accumulation value on the preceding monthly anniversary day;
- (b) is all net premiums received since the preceding monthly anniversary day;
- (c) is the monthly deduction for the month following the monthly anniversary day;
- (d) is one month's interest on (a);
- (e) is interest on (b), credited from the day the premiums are received by us; and
- (f) is any partial surrender(s) since the preceding monthly anniversary day.

On any day other than a monthly anniversary day, the accumulation value shall be calculated as (g), plus (h), minus (i), where:

- (g) is the accumulation value on the preceding monthly anniversary day;
- (h) is all net premiums received since the preceding monthly anniversary day; and
- (i) is any partial surrender(s) since the preceding monthly anniversary day.

The accumulation value on the policy date shall be the first net premium received less the monthly deduction for the policy month following the policy date.

Monthly deduction

The monthly deduction shall be calculated as (j) plus (k) plus (l), where:

- (j) is the cost of insurance (as described below) and the cost of additional benefits provided by rider for the policy month as shown in the Table of Monthly Cost of Insurance Premiums per \$1,000 on the Policy Specification Pages;
- (k) is the administrative charge shown on the Policy Specification Pages; and
- (l) is the first year expense charge shown on the Policy Specification Pages.

Premium expense charge

The premium expense charge is a percentage of the premium paid. The percentage is shown in the on the Policy Specification Pages.

Net premium

The net premium is equal to the premium received, less the premium expense charge.

Interest rate

The guaranteed interest rate applied in the calculation of accumulated values is an annual effective rate of 3%. The actual interest is compounded on the monthly anniversary day and is computed using the actual number of days in the month. Interest in excess of the guaranteed rate shall be applied in the calculation of accumulated values at such rates as set by the Company. Interest rates may be changed on a monthly basis and any change in rates will apply at the beginning of the next calendar month.

Interest in excess of the guaranteed annual effective rate of 3% will not be applied to that portion of the accumulation value equal to the balance of any indebtedness on this policy.

Cost of insurance

The cost of insurance for the insured is determined on a monthly basis. This cost is calculated as (a), multiplied by the result of (b) minus (c), where

- (a) is the cost of insurance rate described in the Table of Monthly Cost of Insurance Premiums per 1,000;
- (b) is the death benefit at the beginning of the policy month divided by 1.0024662; and
- (c) is the accumulation value at the beginning of the policy month, excluding the policy cost of insurance and waiver of monthly deduction expenses.

If the accumulation value is included in the death benefit and there have been increases in the specified amount, then the accumulation value shall be allocated proportionately to each increase.

Cost of insurance rates

The monthly cost of insurance rate is based on (1) the insured's attained age and sex as of the prior policy anniversary, (2) tobacco use status at time of application, (3) the underwriting class at the time of application, and (4) the mortality rating factor for the initial specified amount. If there has been an increase in the specified amount, the mortality rating factor for each increase in the specified amount must also be applied. Any increase in the death benefit caused by the death benefit being equal to the accumulation value must be multiplied by the applicable percentage shown on the Policy Specification Pages. The increase will be split in proportion to the specified amounts to determine the mortality rating factors applicable to each person. If an insured was less than 18 at the date of issue, evidence of current tobacco use will be required by us upon the insured's attained age 18. If no evidence is supplied, the insured will be classified as a tobacco user.

Any change in the cost of insurance rates will apply to all persons of the same age, sex, tobacco use, and underwriting class as the insured. However, the cost of insurance rates will never be greater than those shown in the Table of Guaranteed (Maximum) Cost of Insurance Rates. **NOTE:** Any increase of the mortality rating factor of any insured person will be applied to the cost of insurance rate, including the maximum rate. In that event, the Maximum Cost of Insurance Rate is calculated by multiplying the mortality rating factor shown on the Policy Specification Page, times the rate in the Table of Guaranteed Maximum Rates. In addition, any flat extra premium shown on the Policy Specification Pages would be divided by 12, to find the monthly rate to add to the cost of insurance rate.

Cash value

The cash value shall be calculated as the accumulation value less the surrender charge.

Insufficient cash value

If the cash value less any indebtedness on the day preceding a monthly anniversary day is not sufficient to cover the monthly deduction for the month following such monthly anniversary day, this policy will terminate as provided in the grace period provision.

Continuation of insurance

In the event planned periodic premium payments are stopped or changed, insurance coverage under this policy plus any benefits provided by rider may continue in force. If there is no indebtedness on this policy, coverage will continue until the cash value is insufficient to cover the monthly deduction, as provided in the grace period provision.

Maturity Date

The policy will not continue beyond the maturity date nor will any rider continue beyond the date for termination as provided in the rider. At the maturity date, if the insured is living, we will pay you the accumulation value, if any, less any indebtedness.

Surrender and surrender value

You may surrender this policy at any time during the lifetime of the insured and before the maturity date. Your request must be in writing on a form provided by us. The date of surrender will be the monthly anniversary day coinciding with or next following the day we receive your request. The amount payable on surrender of this policy shall be the cash value on the date of surrender, less any indebtedness. This surrender value will be paid in cash or may be left with us under a payment option. We reserve the right to defer the payment of the surrender value for the period permitted by law, but not for more than six months after we have received your request. Deferral of the payment will not occur if the surrender value will be used to pay premiums on policies in force with us. If we defer the payment of the surrender value for 30 days or more, we will pay interest to you at the rate specified by law, as established and in effect at the time of the request for surrender.

If surrender is requested under this section within 30 days after a policy anniversary, the surrender value will not be less than the surrender value on that anniversary, less any partial surrenders or policy loans made on or after such anniversary.

Partial surrender

You may request a partial surrender of this policy at any time during the lifetime of the insured. Your request must be in writing on a form provided by us. The partial surrender may be any amount not to exceed the current surrender value less the equivalent of three months of current monthly deductions. Partial surrender amounts cannot be less than \$100.

A partial surrender charge will be deducted from the accumulation value for each partial surrender. The partial surrender charge will be a pro rata portion of the applicable surrender charge shown on the Policy Specification Pages, plus \$50. A corresponding reduction will be made in subsequent surrender charges.

When a partial surrender is made, the amount of the partial surrender will be deducted from the accumulation value. If death benefit Option A is in effect, we will reduce the specified amount by the total of the partial surrender amount and the partial surrender charge. A reduction in specified amount due to a partial surrender will apply first to coverage provided by the most recent increase, if any, then to any coverage provided by successive recent increases, then to the original coverage.

We will not permit a partial surrender if it will result in a reduction of the specified amount to less than the minimum amount shown on the Policy Specification Pages. We will not make a partial surrender that disqualifies this policy as life insurance under the Internal Revenue Code, either currently or at some date in the future. Partial surrenders will not be allowed during the first policy year.

Partial surrenders in each policy year are limited to five. We reserve the right to defer payment of the partial surrender amount for the period permitted by law, but not for more than six months after we have received your request. Deferral of the payment will not occur if the partial surrender value will be used to pay premiums on policies in force with us. If we defer the payment of the partial surrender value for 30 days or more, we will pay interest to you at the rate specified by law, as established and in effect at the time of the request for partial surrender

Surrender charge

The surrender charges are shown on the Policy Specification Pages. The initial specified amount and each increase in the specified amount incur surrender charges.

Basis of computations

Accumulation values are based on the Commissioners' 2001 Standard Ordinary Mortality Table, age last birthday, ultimate. The table is tobacco use distinct for ages 18 and above and composite for ages 0 through 17, Table A for males, Table G for females. The interest rate used is at an annual effective rate of 3%. The actual interest is compounded on the monthly anniversary day and is computed using the actual number of days in the month. A detailed statement of the method of computation of accumulation values and cash values under this policy has been filed with the insurance department of the state where this policy was delivered. Cash values are at least equal to those required on the policy date by the state where this policy was delivered.

Policy Loans

Policy loans

While this policy is in force, you may borrow any amount not to exceed the lesser of the:

- ▶ surrender value as of the date of the loan; or
- ▶ surrender value as of the date of the loan, less the equivalent of three months of current monthly deductions plus current interest.

Loans amounts are limited to no less than \$500.00.

The loan shall be made upon the sole security of this policy and proper assignment of this policy to us. We reserve the right to defer the payment of the loan for the period permitted by law, but not for more than six months after we have received your request, unless such payment would be used to pay premiums on policies in force with us.

During each policy year beginning with the 11th year, 10% of the available loan amount may be taken as a preferred loan. A preferred policy loan can be made only once each policy year. The amount of any loan exceeding 10% of the available loan amount will not be classified as a preferred loan.

Interest

The rate of interest on your loan will be 5.65% per year compounded yearly and payable in advance. This is the same effective rate as 6% per year. The rate of interest on any preferred loan will be 2.90% per year compounded yearly and payable in advance. This is the same effective rate as 3% per year. If you do not pay the interest when it is due, the amount of interest will be added to the loan. Interest added to loans will bear interest charges at the same rate.

Repayment

You may repay all or any part of the loan at any time while this policy is in force during the lifetime of the insured. Deposits received will be applied as premium unless you tell us to apply some or all of the deposit to the loan.

Termination

Whenever the policy loan including accrued interest equals or exceeds the cash value of this policy, we will terminate this policy 31 days after we mail a termination notice to the last known address of both you and any assignee of record.

Settlement Options

Availability

The proceeds payable to the beneficiary upon the death of the insured will be paid in one sum or may be applied in whole or in part to any of the following settlement options. The proceeds payable to you upon surrender of this policy will be paid in one sum or may be applied in whole or in part to any of the following settlement options. You may elect a settlement option while the insured is alive. You also may elect the use of more than one settlement option. If an election has not been made when the proceeds become payable, the payee may elect any option. Full payment of the proceeds to the beneficiary discharges us from all claims.

Interest will be added to the proceeds payable from the date of death to the date of settlement at a rate not less than that required by law.

Minimum payment

If income payments are expected to be less than \$25, we may change the frequency of payment so that payments will be not less than \$25. If we do this, the total payments we make will not be reduced from the amount that would have been received.

Identity of the payee

The payee personally must endorse our checks. If this does not occur, we must receive satisfactory proof that the payee is alive. If someone else is to receive the payments for the payee, we must be given proper authority to make payments to someone other than the payee. Then we require continuing proof that the payee is alive.

Basis of payments

The guaranteed rate of interest under Options 1, 2, and 3 is 1% per year, compounded yearly. Payments under Options 4 and 5 are based on the Annuity 2000 Mortality Table with interest at 1%.

Alternate basis of payments

After a settlement option has been elected, if, on the date payments are to begin, larger payments would result using our Single Premium Immediate Annuity policy then being issued, we will make payments under that annuity policy instead. Such an action by us will be without charge to the payee.

Description of options

Your options are described below. If we agree, another option may be elected.

Option 1

Interest Payment Option. We will hold the amount left with us under this option. Interest on the balance will be paid or added to the balance. The actual rate of interest paid or added is set each year by our Board of Directors.

Option 2

Fixed Amount Payment Option. Each payment will be for an agreed fixed amount. Payments will continue until the amount left with us, including interest, runs out.

Option 3

Fixed Number of Payments Option. Equal payments will be made for any period selected. The payments will be made monthly, quarterly, semiannually or annually as you choose. If the payee dies during the period specified, payments will be made to the payee's beneficiary for the remainder of the period specified.

Option 4

Lifetime Payment Option. Equal monthly payments will be made during the lifetime of the payee. Payments end at the death of the payee.

Option 5

Fixed Number of Payments with Lifetime Payments Thereafter Option. Equal monthly payments will be made for the period specified and thereafter during the lifetime of the payee. If the payee dies during the period specified, payments will be made to the payee's beneficiary for the remainder of the period specified.

Electing an Option

To request an option prior to the date proceeds are payable, or change an existing election, you must complete a form provided by us. Your election or change will take effect as of the date you signed the request, subject to any payments made or other action taken by us before we received your request. If the option elected is 4 or 5 proof of the payee's date of birth and other information will be required.

Successor Payee

If the payee dies during the period specified, payments under Option 3 and 5 will be made to the payee's beneficiary for the remainder of the period specified.

OPTION 3 TABLE

FIXED NUMBER OF PAYMENTS OPTION

(Income per \$1000 of proceeds)

<u>Number of Years</u>	<u>Annual Payments</u>	<u>Monthly Payments</u>
5	\$204.00	\$17.08
10	104.54	8.75
15	71.41	5.98
20	54.87	4.59
25	44.96	3.76

Values for periods not shown will be quoted upon request.

If this option is chosen, and you die before we have made payments for the required number of years, we will continue payments to your designated beneficiary. Payments made to you prior to your death and to your beneficiary after your death will equal the total number of payments chosen for the option.

OPTION 4 TABLE

LIFETIME PAYMENT OPTION

Monthly Income for Each \$1,000 of Proceeds

Age	Male	Female
50	\$2.98	\$2.75
51	3.06	2.81
52	3.13	2.87
53	3.21	2.94
54	3.29	3.01
55	3.37	3.08
56	3.46	3.16
57	3.56	3.24
58	3.66	3.33
59	3.77	3.42
60	3.89	3.52
61	4.01	3.62
62	4.14	3.73
63	4.28	3.85
64	4.43	3.98
65	4.58	4.11
66	4.75	4.25
67	4.93	4.40
68	5.12	4.57
69	5.33	4.74
70	5.54	4.93
71	5.78	5.13
72	6.02	5.35
73	6.29	5.59
74	6.57	5.84
75	6.87	6.12
76	7.19	6.42
77	7.53	6.74
78	7.90	7.09
79	8.30	7.47
80	8.72	7.88
81	9.17	8.32
82	9.65	8.80
83	10.17	9.32
84	10.72	9.89
85	11.30	10.50
86	11.93	11.15
87	12.59	11.85
88	13.30	12.60
89	14.05	13.40
90	14.85	14.23

Values for ages not shown will be quoted upon request.

If this option is chosen, no payments will be made after your death.

OPTION 5 TABLE

120 MONTHLY PAYMENTS WITH LIFETIME PAYMENTS THEREAFTER OPTION

Monthly Income for Each \$1,000 of Proceeds

Age	Male	Female
50	\$2.97	\$2.74
51	3.03	2.80
52	3.10	2.86
53	3.18	2.92
54	3.26	2.99
55	3.34	3.06
56	3.43	3.14
57	3.52	3.22
58	3.61	3.30
59	3.71	3.39
60	3.82	3.49
61	3.93	3.58
62	4.05	3.69
63	4.17	3.80
64	4.30	3.91
65	4.43	4.03
66	4.57	4.16
67	4.72	4.30
68	4.87	4.44
69	5.03	4.59
70	5.20	4.75
71	5.36	4.92
72	5.54	5.09
73	5.71	5.28
74	5.89	5.47
75	6.08	5.66
76	6.26	5.86
77	6.45	6.07
78	6.63	6.28
79	6.81	6.49
80	6.99	6.70
81	7.16	6.90
82	7.33	7.10
83	7.48	7.29
84	7.63	7.46
85	7.77	7.63
86	7.90	7.78
87	8.02	7.92
88	8.13	8.05
89	8.23	8.16
90	8.32	8.26

Values for periods or ages not shown will be quoted upon request.

If this option is chosen, and if you die before we have made 120 monthly payments, we will continue monthly payments to your designated beneficiary until the total of the payments made to you prior to your death and to your beneficiary after your death equals 120. If you die after we have made 120 monthly payments, no further payments will be made.

Ownership

Rights of owner

While the insured is alive, you have many rights, benefits, and privileges under this policy. These rights are subject to the consent of each irrevocable beneficiary, if any. These include:

1. Assigning the policy;
2. Naming of a successor owner;
3. Changing the beneficiary;
4. Electing all policy options;
5. Receiving all policy benefits; and
6. Membership in United Heritage Mutual Holding Company.

Ownership ends when the insured dies.

Assigning the policy

You may assign this policy at any time before the maturity date. You must send us a signed copy of the assignment. We are not responsible for the validity of any assignment. When the assignment is filed, your rights and those of any beneficiary will be subject to it.

Any assignment of this policy must be released before proceeds can be placed under a settlement option.

The payee receiving income payments under this policy cannot assign or otherwise encumber any payment.

Naming a successor-owner

You may name or change a successor-owner at any time while this policy is in force. This request or change must be made by completing a form provided by us.

If you die and there is no successor-owner, your estate will be the owner. If there is no representative of your estate, the insured will be the owner.

Changing the beneficiary

You may change the beneficiary during the insured's lifetime. This change must be made by completing a form provided by us.

The change will take effect as of the date it was signed, even if the insured dies before we record it. Any change will be without any liability to us on account of payment made or action taken before the notice is recorded at our Home Office.

Membership in United Heritage Mutual Holding Company

You are a member of United Heritage Mutual Holding Company while this policy is in force. You have a right to vote, either in person or by proxy, at all member meetings.

Notice of annual meeting

The annual meeting of the members of United Heritage Mutual Holding Company is held in our Home Office on the third Monday in May at 10:00 a.m. local time.

General Provisions

Legal contract

This is a legal contract between you and us. It has been issued in return for the application(s) and the payment in advance of the first premium shown on the Policy Specification Pages. This policy, including any addenda, riders, endorsements and application(s), attached and endorsed to the policy, constitutes the entire contract of insurance. Statements made in the application(s), in the absence of fraud, are considered representations and not warranties.

We issued this policy based upon the answers in the application(s). We have assumed all of the answers to be true and complete to the best of the applicant's knowledge and belief. If any of the answers are not true or complete, we may have the right to contest the policy as provided in the Incontestability section. If the policy is contested, all premiums will be returned to you, plus interest at the rate then in effect.

Read the copy of the application(s) attached to this policy. If any answer to a question or a statement you made is:

1. not true or complete, or
2. was recorded incorrectly;

write to us so that we can determine if it will affect the policy. You will be notified of our decision.

Changes to the policy

No change in this policy will be valid unless it is:

- ▶ in writing;
- ▶ attached to this policy; and
- ▶ approved in writing by our President or Corporate Secretary.

None of our agents or employees may change this policy or waive any of its provisions.

Incontestability

The initial specified amount of this policy will be incontestable, except for nonpayment of monthly premium due, after it has been in force during the lifetime of the insured for two years from the policy date. Any increase in the specified amount will be incontestable except for nonpayment of monthly premium due, after such increase has been in force during the lifetime of the insured for two years. If the policy has been reinstated, any face amount that has been reinstated will be incontestable after this policy has been in force during the insured's lifetime for two years from the effective date of such reinstatement. This provision does not apply to any Waiver of Premium Benefit or Accidental Death Benefit attached to this policy.

Any contest of a reinstatement or of an increase in face amount will be based on material misrepresentations in the application for such reinstatement or increase.

Also, we will not deny a claim within the two-year contestability period unless:

- ▶ an answer in the application was not true;
- ▶ a copy of such application was attached to the policy; and
- ▶ if we had known the truth, we would not have issued this policy.

Misstatement of age or sex

If the age of an insured person (as determined by the date of birth provided in the Application for Insurance) or sex of an insured is not shown correctly on the application, we will adjust the proceeds and benefits. The amount of death benefit will be the amount that the most recent cost of insurance charge would have purchased at the correct age or sex. The account value will be recalculated from the policy date using cost of insurance charges based on the correct age or sex. The surrender value will be recalculated using the recalculated account value and the surrender charge based on the correction.

Suicide

If the insured dies by suicide, while sane or insane, within two years (one year if this policy was delivered in Colorado, Missouri or North Dakota) from the policy date, the death benefit will not be paid. The amount payable will be the total of premiums paid less any indebtedness on this policy and less any partial surrender amounts that have been paid.

If the insured dies by suicide, while sane or insane, within two years (one year if this policy was delivered in Colorado, Missouri or North Dakota) from the effective date of any increase in the specified amount, payment will be limited on each increased specified amount portion. The payment with respect to any increased amount will be a refund of the monthly charges for the cost of insurance for that increase, including all expenses.

Policy is nonparticipating

This policy, while it is in force, is not eligible to receive dividends.

Conformity

This policy is subject to the laws of the state in which the policy was delivered. If part of this policy does not follow the law, we will treat that part as if it is in agreement with the law.

Annual report

At least once each year we will send you an annual report showing:

- ▶ the current accumulation value;
- ▶ the current cash value;
- ▶ the amount of any outstanding policy loan;
- ▶ premiums paid since the last report;
- ▶ monthly deductions since the last report;

- ▶ the specified amount;
- ▶ interest credited since the last report; and
- ▶ any partial surrenders since the last report.

Projection of values

We will provide you with a projection of illustrative future death benefits and cash values on your written request. If you request more than one illustration during a policy year, you may have to pay a service fee of up to \$25 for each additional illustration.

This projection will be based on

- ▶ assumptions as to the specified amount, death benefit option;
- ▶ future planned periodic premium payments that you specify; and
- ▶ any other assumptions that are needed and specified by us and/or you.

Reserve basis

The reserve of your policy will not be less than the minimum required by the state in which it is issued.

POLICY SPECIFICATION PAGE

Insured: [JOHN DOE] Policy Date: [January 1, 2009]
Policy Number: [U9999999] Maturity Date: [January 1, 2095*]
Owner: [JOHN DOE] Monthly Anniversary Day: [1]

BENEFICIARY: Shown in the Application unless changed.

BENEFITS

Type of Coverage/Insured	Age	Sex	Underwriting Classification	Amount
[JOHN DOE] Adjustable Life Policy	[35]	[M]	[NON-TOBACCO] [STANDARD]	\$100,000]
Mortality Rating Factor [1.00]				
Death Benefit Option [A]				
The death benefit includes the specified amount.				
[JANE DOE]	[35]	[F]	[NON-TOBACCO] [STANDARD]	[\$100,000]
Mortality Rating Factor [1.00]				

PREMIUMS: Initial Premium: [\$106.32]
Planned Premium: [\$106.32] payable [monthly]
[20] Year Term Minimum Monthly Premium: [\$42.08]
Target Monthly Premium for Whole Life coverage:[106.32]
The minimum monthly premium based on guaranteed values
that would be required to ensure coverage will be
inforce at the beginning of year [21] is [52.00]

NO LAPSE GUARANTEE PERIOD: [20] YEARS

CHARGES: Premium Expense Charge: 10% for the first 20 years
[JOHN DOE]
Monthly Expense Charge [\$8.00]
First Year Per Unit Expense Charge [\$13.08]
[JANE DOE]
Monthly Expense Charge [\$2.00]

GUIDELINE SINGLE PREMIUM: [\$20,488.17]

GUIDELINE LEVEL ANNUAL PREMIUM: [\$1718.03]

John Doe Minimum Specified Coverage Amount - [\$100,000]
Jane Doe Minimum Specified Coverage Amount - [\$100,000]

*Coverage may not continue to the maturity date if the premiums paid plus credited interest are not sufficient to continue coverage to such date. Even if the policy continues to the maturity date, there may be little or no net cash value on that date. The net cash value will be paid on the maturity date. An annual report will be sent that includes current values and projected lapse/maturity information.

TABLE OF MONTHLY COST OF INSURANCE PREMIUMS PER \$1,000
for
Flexible Premium Adjustable Life Insurance Policy

Rating Factor = 1.00

[MALE LIVES (NON-TOBACCO)]

Age	Guaranteed (Maximum) Rates	Age	Guaranteed (Maximum) Rates	Age	Guaranteed (Maximum) Rates	Age	Guaranteed (Maximum) Rates
0	0.06002	31	0.08421	61	0.88254	91	19.49638
1	0.03834	32	0.08505	62	0.99136	92	21.20724
2	0.02750	33	0.08755	63	1.11047	93	23.05252
3	0.02000	34	0.08922	64	1.23485	94	25.04434
4	0.01750	35	0.09339	65	1.36453	95	27.06773
5	0.01750	36	0.09756	66	1.49611	96	29.09469
6	0.01834	37	0.10340	67	1.63389	97	31.31290
7	0.01834	38	0.11091	68	1.77958	98	33.74873
8	0.01834	39	0.11759	69	1.94350	99	36.43252
9	0.01917	40	0.12677	70	2.13517	100	39.08352
10	0.02000	41	0.13762	71	2.36857	101	41.51094
11	0.02334	42	0.15098	72	2.64233	102	44.17630
12	0.02834	43	0.16685	73	2.93178	103	47.11034
13	0.03334	44	0.18439	74	3.24405	104	50.33183
14	0.04335	45	0.20360	75	3.58552	105	53.86989
15	0.05502	46	0.22282	76	3.97236	106	57.80265
16	0.06419	47	0.23870	77	4.42467	107	62.19404
17	0.07253	48	0.25124	78	4.95336	108	67.12722
18	0.07670	49	0.26713	79	5.55015	109	72.70105
19	0.07837	50	0.28804	80	6.22109	110	79.04542
20	0.07921	51	0.31481	81	6.95716	111	83.33333
21	0.07921	52	0.34745	82	7.74449	112	83.33333
22	0.07921	53	0.38513	83	8.61347	113	83.33333
23	0.08004	54	0.43288	84	9.59129	114	83.33333
24	0.08088	55	0.48654	85	10.69345	115	83.33333
25	0.08338	56	0.54190	86	11.92416	116	83.33333
26	0.08672	57	0.59563	87	13.27646	117	83.33333
27	0.08838	58	0.64940	88	14.74027	118	83.33333
28	0.08672	59	0.71246	89	16.30607	119	83.33333
29	0.08588	60	0.78903	90	17.89757	120	83.33333
30	0.08505						

TABLE OF MONTHLY COST OF INSURANCE PREMIUMS PER \$1,000
for
Flexible Premium Adjustable Life Insurance Policy

Rating Factor = 1.00

[FEMALE LIVES (NON-TOBACCO)]

Age	Guaranteed (Maximum) Rates	Age	Guaranteed (Maximum) Rates	Age	Guaranteed (Maximum) Rates	Age	Guaranteed (Maximum) Rates
0	0.03501	31	0.05836	61	0.70068	91	11.71833
1	0.02584	32	0.06169	62	0.75957	92	12.92017
2	0.01917	33	0.06586	63	0.82187	93	14.57917
3	0.01667	34	0.07087	64	0.89013	94	16.69575
4	0.01583	35	0.07670	65	0.96604	95	19.06591
5	0.01500	36	0.08254	66	1.04878	96	21.47261
6	0.01583	37	0.08755	67	1.14092	97	23.07494
7	0.01750	38	0.09172	68	1.24332	98	23.95877
8	0.01750	39	0.09673	69	1.35520	99	25.82519
9	0.01750	40	0.10257	70	1.48167	100	28.31934
10	0.01834	41	0.10924	71	1.62623	101	31.12152
11	0.02084	42	0.11676	72	1.78470	102	34.32817
12	0.02250	43	0.12594	73	1.95803	103	37.98547
13	0.02584	44	0.13679	74	2.15060	104	42.17259
14	0.02834	45	0.14931	75	2.36255	105	46.84849
15	0.03001	46	0.16434	76	2.59577	106	51.93333
16	0.03251	47	0.18188	77	2.85478	107	57.45219
17	0.03417	48	0.20110	78	3.13808	108	63.47854
18	0.03584	49	0.22282	79	3.45032	109	70.20951
19	0.03751	50	0.24706	80	3.83999	110	77.55774
20	0.03751	51	0.27466	81	4.32148	111	83.33333
21	0.03918	52	0.30561	82	4.83438	112	83.33333
22	0.04001	53	0.33824	83	5.37661	113	83.33333
23	0.04001	54	0.37257	84	5.98569	114	83.33333
24	0.04168	55	0.41193	85	6.60777	115	83.33333
25	0.04251	56	0.45467	86	7.34937	116	83.33333
26	0.04585	57	0.49995	87	8.27510	117	83.33333
27	0.04751	58	0.54694	88	9.26367	118	83.33333
28	0.05002	59	0.59479	89	10.26023	119	83.33333
29	0.05252	60	0.64520	90	11.00219	120	83.33333
30	0.05502						

APPLICABLE PERCENTAGES

The minimum death benefit for the insured JOHN DOE at anytime is the accumulation value multiplied by the applicable percentage. The following is a Table of Applicable Percentages:

Attained Age of Insured	Percent of Accum Value	Attained Age of Insured	Percent of Accum Value	Attained Age of Insured	Percent of Accum Value	Attained Age of Insured	Percent of Accum Value
0	250	31	250	61	128	91	104
1	250	32	250	62	126	92	103
2	250	33	250	63	124	93	102
3	250	34	250	64	122	94	101
4	250	35	250	65	120	95	101
5	250	36	250	66	119	96	101
6	250	37	250	67	118	97	101
7	250	38	250	68	117	98	101
8	250	39	250	69	116	99	101
9	250	40	250	70	115	100	100
10	250	41	243	71	113	101	100
11	250	42	236	72	111	102	100
12	250	43	229	73	109	103	100
13	250	44	222	74	107	104	100
14	250	45	215	75	105	105	100
15	250	46	209	76	105	106	100
16	250	47	203	77	105	107	100
17	250	48	197	78	105	108	100
18	250	49	191	79	105	109	100
19	250	50	185	80	105	110	100
20	250	51	178	81	105	111	100
21	250	52	171	82	105	112	100
22	250	53	164	83	105	113	100
23	250	54	157	84	105	114	100
24	250	55	150	85	105	115	100
25	250	56	146	86	105	116	100
26	250	57	142	87	105	117	100
27	250	58	138	88	105	118	100
28	250	59	134	89	105	119	100
29	250	60	130	90	105	120	100
30	250						

INTEREST RATE

The current effective interest rate is [5.50%] per year which is equivalent to [.44717%] per month. This rate is guaranteed until [January 31, 2009].

We guarantee that the minimum effective interest rate applied in the calculation of accumulated values is 3% per year which is equivalent to .24662% per month.

SURRENDER CHARGES

The surrender charges following apply to the specified amount shown:

Specified Amount	Policy Year	Surrender Charge
100,000	1	2,027.00
	2	2,008.00
	3	1,989.00
	4	1,969.00
	5	1,948.00
	6	1,927.00
	7	1,905.00
	8	1,883.00
	9	1,860.00
	10	1,836.00
	11	1,812.00
	12	1,787.00
	13	1,761.00
	14	1,734.00
	15	1,707.00
	16	1,679.00
	17	1,343.00
	18	1,007.00
	19	672.00
	20	336.00
	21	0.00

TABLE OF SURRENDER CHARGES PER THOUSAND

CHARGES APPLICABLE TO SPECIFIED AMOUNT IF INSURANCE INCREASES

Age	35	36	37	38	39	40	41	42
Duration								
1	20.27	20.72	21.20	21.70	22.23	22.77	23.33	23.91
2	20.08	20.52	20.98	21.47	21.98	22.51	23.05	23.61
3	19.89	20.31	20.77	21.24	21.73	22.24	22.77	23.31
4	19.69	20.10	20.54	21.00	21.48	21.97	22.47	23.00
5	19.48	19.88	20.31	20.75	21.21	21.69	22.18	22.68
6	19.27	19.66	20.07	20.49	20.94	21.40	21.87	22.36
7	19.05	19.42	19.82	20.23	20.66	21.10	21.56	22.02
8	18.83	19.19	19.57	19.96	20.38	20.80	21.23	21.67
9	18.60	18.94	19.31	19.69	20.09	20.49	20.90	21.32
10	18.36	18.69	19.04	19.40	19.78	20.16	20.55	20.95
11	18.12	18.43	18.77	19.11	19.47	19.83	20.20	20.57
12	17.87	18.17	18.48	18.81	19.15	19.49	19.83	20.18
13	17.61	17.89	18.19	18.50	18.82	19.14	19.46	19.79
14	17.34	17.61	17.89	18.18	18.48	18.78	19.08	19.39
15	17.07	17.32	17.58	17.85	18.13	18.41	18.69	18.98
16	16.79	17.02	17.27	17.52	17.78	18.04	18.30	18.57
17	13.43	13.62	13.82	14.02	14.22	14.43	14.64	14.86
18	10.07	10.21	10.36	10.51	10.67	10.82	10.98	11.14
19	6.72	6.81	6.91	7.01	7.11	7.22	7.32	7.43
20	3.36	3.40	3.45	3.50	3.56	3.61	3.66	3.71
Age	43	44	45	46	47	48	49	50
Duration								
1	24.52	25.14	25.79	26.47	27.16	27.89	28.66	29.47
2	24.20	24.80	25.43	26.08	26.75	27.45	28.18	28.96
3	23.88	24.46	25.06	25.69	26.33	26.99	27.70	28.43
4	23.55	24.11	24.69	25.29	25.89	26.53	27.20	27.90
5	23.21	23.75	24.30	24.87	25.44	26.05	26.69	27.36
6	22.86	23.37	23.90	24.44	24.99	25.56	26.16	26.80
7	22.50	22.99	23.48	24.00	24.52	25.06	25.63	26.24
8	22.13	22.59	23.06	23.55	24.04	24.55	25.10	25.67
9	21.75	22.18	22.63	23.09	23.55	24.04	24.55	25.09
10	21.36	21.77	22.19	22.62	23.06	23.51	23.99	24.49
11	20.96	21.34	21.74	22.15	22.55	22.98	23.43	23.89
12	20.55	20.91	21.28	21.67	22.04	22.44	22.85	23.28
13	20.13	20.47	20.82	21.17	21.52	21.88	22.26	22.66
14	19.71	20.02	20.35	20.67	20.99	21.32	21.67	22.04
15	19.28	19.57	19.86	20.16	20.45	20.76	21.08	21.42
16	18.84	19.11	19.37	19.65	19.91	20.19	20.48	20.79
17	15.07	15.29	15.50	15.72	15.93	16.15	16.38	16.63
18	11.30	11.47	11.62	11.79	11.95	12.11	12.29	12.47
19	7.54	7.64	7.75	7.86	7.96	8.08	8.19	8.32
20	3.77	3.82	3.87	3.93	3.98	4.04	4.10	4.16

TABLE OF SURRENDER CHARGES PER THOUSAND
 CHARGES APPLICABLE TO SPECIFIED AMOUNT IF INSURANCE INCREASES

Age	51	52	53	54	55	56	57	58
Duration								
1	30.31	31.19	32.09	33.03	33.96	34.92	35.92	36.97
2	29.76	30.60	31.46	32.36	33.24	34.15	35.10	36.09
3	29.20	30.00	30.82	31.68	32.52	33.38	34.27	35.20
4	28.63	29.39	30.17	30.99	31.78	32.59	33.43	34.30
5	28.05	28.78	29.52	30.29	31.03	31.79	32.57	33.39
6	27.46	28.15	28.85	29.57	30.26	30.97	31.70	32.47
7	26.86	27.51	28.17	28.84	29.49	30.15	30.84	31.56
8	26.25	26.86	27.47	28.10	28.71	29.33	29.97	30.64
9	25.63	26.20	26.77	27.35	27.92	28.50	29.09	29.71
10	25.00	25.53	26.06	26.61	27.13	27.67	28.21	28.78
11	24.36	24.85	25.34	25.85	26.34	26.83	27.33	27.84
12	23.71	24.17	24.63	25.10	25.54	25.99	26.43	26.88
13	23.06	23.49	23.91	24.34	24.74	25.14	25.53	25.92
14	22.41	22.80	23.19	23.58	23.93	24.28	24.61	24.96
15	21.76	22.11	22.46	22.81	23.11	23.41	23.70	23.99
16	21.10	21.42	21.72	22.02	22.29	22.54	22.78	23.04
17	16.88	17.14	17.38	17.62	17.83	18.03	18.22	18.43
18	12.66	12.85	13.03	13.21	13.37	13.52	13.67	13.82
19	8.44	8.57	8.69	8.81	8.92	9.02	9.11	9.22
20	4.22	4.28	4.34	4.40	4.46	4.51	4.56	4.61
Age	59	60	61	62	63	64	65	66
Duration								
1	38.05	39.20	40.39	41.64	42.95	42.12	40.57	38.91
2	37.11	38.19	39.31	40.50	41.73	40.89	39.34	37.68
3	36.16	37.18	38.24	39.35	40.52	39.65	38.10	36.45
4	35.20	36.16	37.16	38.20	39.29	38.41	36.86	35.20
5	34.23	35.14	36.07	37.05	38.06	37.15	35.60	33.94
6	33.27	34.11	34.98	35.89	36.81	35.88	34.32	32.68
7	32.30	33.08	33.89	34.71	35.55	34.59	33.04	31.42
8	31.32	32.04	32.78	33.52	34.28	33.31	31.77	30.17
9	30.34	30.99	31.65	32.33	33.00	32.02	30.50	28.92
10	29.34	29.93	30.52	31.12	31.73	30.75	29.25	27.69
11	28.34	28.86	29.39	29.92	30.47	29.48	28.00	26.46
12	27.33	27.79	28.25	28.73	29.21	28.22	26.76	25.24
13	26.31	26.72	27.13	27.54	27.96	26.97	25.53	24.05
14	25.29	25.65	26.01	26.37	26.72	25.73	24.31	22.88
15	24.29	24.60	24.90	25.20	25.49	24.51	23.13	21.74
16	23.28	23.54	23.79	24.04	24.28	23.32	21.98	20.64
17	18.62	18.83	19.03	19.23	19.42	18.66	17.58	16.51
18	13.97	14.12	14.27	14.42	14.57	13.99	13.19	12.38
19	9.31	9.42	9.52	9.62	9.71	9.33	8.79	8.26
20	4.66	4.71	4.76	4.81	4.86	4.66	4.40	4.13

TABLE OF SURRENDER CHARGES PER THOUSAND

CHARGES APPLICABLE TO SPECIFIED AMOUNT IF INSURANCE INCREASES

Age	67	68	69	70	71	72	73	74
Duration								
1	37.13	35.22	33.18	31.01	28.70	26.26	23.71	21.01
2	35.91	34.01	31.99	29.85	27.59	25.21	22.73	20.11
3	34.68	32.79	30.80	28.70	26.49	24.17	21.76	19.22
4	33.44	31.57	29.61	27.55	25.40	23.14	20.79	18.33
5	32.20	30.35	28.43	26.42	24.31	22.11	19.84	17.46
6	30.95	29.15	27.26	25.29	23.23	21.10	18.90	16.61
7	29.72	27.94	26.09	24.17	22.17	20.09	17.98	15.79
8	28.50	26.75	24.94	23.06	21.11	19.12	17.08	14.99
9	27.28	25.56	23.79	21.96	20.09	18.17	16.22	14.22
10	26.07	24.39	22.66	20.90	19.09	17.25	15.39	13.48
11	24.87	23.23	21.56	19.86	18.13	16.37	14.59	12.76
12	23.69	22.10	20.49	18.86	17.20	15.51	13.81	12.08
13	22.54	21.00	19.45	17.89	16.30	14.69	13.07	11.43
14	21.42	19.94	18.46	16.95	15.43	13.90	12.36	10.81
15	20.34	18.92	17.49	16.05	14.60	13.15	11.70	10.24
16	19.29	17.93	16.56	15.19	13.82	12.44	11.08	9.71
17	15.43	14.34	13.25	12.15	11.06	9.95	8.86	7.77
18	11.57	10.76	9.94	9.11	8.29	7.46	6.65	7.77
19	7.72	7.17	6.62	6.08	5.53	4.98	7.09	5.83
20	3.86	3.59	3.31	3.04	2.76	5.97	5.32	3.88
Age	75	76	77	78	79	80		
Duration								
1	18.16	15.43	12.47	9.29	5.88	2.26		
2	17.35	14.72	11.87	8.83	5.58	2.14		
3	16.55	14.02	11.30	8.39	5.30	2.03		
4	15.77	13.34	10.74	7.97	5.03	1.92		
5	15.00	12.67	10.19	7.56	4.77	1.82		
6	14.26	12.03	9.67	7.17	4.51	1.72		
7	13.54	11.42	9.16	6.79	4.27	1.63		
8	12.84	10.82	8.68	6.42	4.04	1.54		
9	12.17	10.24	8.21	6.07	3.82	1.46		
10	11.52	9.69	7.77	5.75	3.62	1.39		
11	10.90	9.17	7.35	5.44	3.43	1.32		
12	10.32	8.68	6.96	5.16	3.26	1.11		
13	9.76	8.22	6.60	4.90	2.74	0.83		
14	9.25	7.79	6.27	4.13	2.06	0.56		
15	8.77	7.40	5.28	3.10	1.37	0.28		
16	8.33	6.23	3.96	2.06	0.69	0.00		
17	7.02	4.67	2.64	1.03	0.00	0.00		
18	5.26	3.12	1.32	0.00	0.00	0.00		
19	3.51	1.56	0.00	0.00	0.00	0.00		
20	1.75	0.00	0.00	0.00	0.00	0.00		

No Increases after age 85

These policy Specification Pages were prepared [January 1, 2009]
to be effective on [January 1, 2009].

SERFF Tracking Number: *HERT-125850121* *State:* *Arkansas*
Filing Company: *United Heritage Life Insurance Company* *State Tracking Number:* *40490*
Company Tracking Number: *UL-1561-07-2008AR*
TOI: *L09I Individual Life - Flexible Premium* *Sub-TOI:* *L09I.001 Single Life*
 Adjustable Life
Product Name: *2009 Universal Life Product*
Project Name/Number: *UL-1560-07-2008/UL-1561-07-2008*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HERT-125850121 State: Arkansas
 Filing Company: United Heritage Life Insurance Company State Tracking Number: 40490
 Company Tracking Number: UL-1561-07-2008AR
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 2009 Universal Life Product
 Project Name/Number: UL-1560-07-2008/UL-1561-07-2008

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 10/08/2008

Comments:

Please note that we are including the Guaranty Association Notice and the Arkansas Complaint Notification with this filing and with the companion filing UL-1560-07-2008AK, SERFF Filing No. HERT-125849937

Attachments:

1561 Certification of Compliance.pdf
 Readability Certification 1561.pdf
 GUAR 11.pdf
 COMPLAAR.pdf

Review Status:

Satisfied -Name: Application 10/08/2008

Comments:

Form No. 30-01A (3/2003) was filed with Arkansas and approved April 03, 2003.

Review Status:

Bypassed -Name: Health - Actuarial Justification 10/08/2008

Bypass Reason: Not a health product

Comments:

Review Status:

Bypassed -Name: Outline of Coverage 10/08/2008

Bypass Reason: Not a Health Product.

Comments:

Review Status:

Satisfied -Name: Actuarial Memorandum 10/09/2008

Comments:

Attachment:

1561(07-2008) ActuMem-Rev.pdf

SERFF Tracking Number: HERT-125850121 State: Arkansas
Filing Company: United Heritage Life Insurance Company State Tracking Number: 40490
Company Tracking Number: UL-1561-07-2008AR
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 2009 Universal Life Product
Project Name/Number: UL-1560-07-2008/UL-1561-07-2008

Review Status:

Satisfied -Name: Cover Letter 10/09/2008

Comments:

The cover letter will list the forms and documents that will be used with this policy. Please note that there is an attachment page that itemizes each document. These documents have been filed with the companion filing UL-1560-07-2008AK, SERFF Filing No. HERT-125849937.

Attachment:

Arkansas Cover Letter.pdf

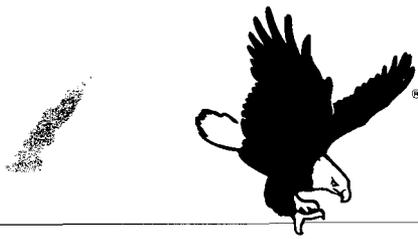
Review Status:

Satisfied -Name: Certification of Compliance with Reg. 48 10/21/2008

Comments:

Attachment:

1561 Certification of Compliance AR Reg. 48.pdf



UNITED HERITAGE
Life Insurance Company[®]

a United Heritage Financial Group Company

October 10, 2008

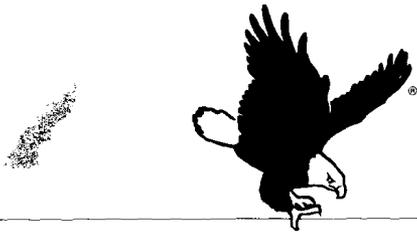
Arkansas Department of Insurance
Attn. Rates & Forms Divn.
1200 W. 3rd St
Little Rock, AR 72201-1904

CERTIFICATION OF COMPLIANCE

SERFF FILING #HERT- 125850121-UNIVERSAL LIFE PRODUCT
FORM #1561(07-2008)

I, Geoffrey M. Baker , Vice President. & General Counsel, hereby certify that I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify to the best of my knowledge and belief that they are in compliance with the applicable statutes, regulations and bulletins of the State of Arkansas. I further certify that the forms will be revised and/or discontinued as appropriate in the event of future changes in the statutes, regulations or bulletins.

Geoffrey M. Baker
Vice President & General Counsel



UNITED HERITAGE®
Life Insurance Company

a United Heritage Financial Group Company

October 10, 2008

Arkansas Department of Insurance
Attn. Rates & Forms Divn.
1200 W. 3rd St
Little Rock, AR 72201-1904

CERTIFICATION OF READABILITY

I, Deborah Sloan, Senior V.P. & Chief Actuary hereby certify that the Universal/Adjustable Life Policy Form No. 1561(7-2008) complies with Arkansas Rules and Regulations and carries a Flesch Readability Score of 47.7.

Deborah Sloan
Senior Vice President & Chief Actuary

**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 the 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 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 this 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
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904
800-282-9134 or 501-371-2600**

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 Act's 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 owning 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 contractholders, 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 nonaffiliate benefit plan or its trustee).

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.



**IN CASE OF CONSUMER COMPLAINTS CONCERNING OR CONNECTED TO THIS
POLICY, PLEASE CONTACT YOUR AGENT OR BROKER FOR ASSISTANCE, OR
CONTACT:**

UNITED HERITAGE LIFE INSURANCE COMPANY

P.O. BOX 7777

MERIDIAN, IDAHO 83680-7777

(208)-493-6100

(800) 657-6351

**IF DISCUSSIONS WITH THE INSURER, OR ITS AGENT OR OTHER REPRESENTATIVE, OR
BOTH, HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM,
YOU MAY CONTACT:**

ARKANSAS INSURANCE DEPARTMENT

CONSUMER SERVICES DIVISION

1200 WEST THIRD STREET

LITTLE ROCK, AR 72201-1904

TELEPHONE NUMBER: 1-800-852-5494 OR 1-501-371-2540

United Heritage Life Insurance Company
Adjustable Life Insurance Policy
Policy Form Number 1561(07-2008)

Actuarial Demonstration of Reserve and Values Calculation

1. Description of Policy Characteristics

This is a flexible premium policy (referred to herein as Universal Life) providing adjustable life insurance coverage on the insured. The issues ages are 0 through 85. The minimum face amount is \$100,000. The underwriting classifications are super-preferred non-tobacco, preferred non-tobacco, standard non-tobacco, preferred tobacco, and standard tobacco.

A. Life Insurance Proceeds

This plan provides two death benefit options. Under Option A, the death benefit is the greater of the specified amount of insurance and the minimum death benefit. Under Option B, the death benefit is the greater of the specified amount of insurance plus the accumulation value and the minimum death benefit. The minimum death benefit is the accumulation value multiplied by a percentage which depends upon the attained age of the insured. Life insurance proceeds are paid according to the death benefit option in effect on the date of death.

B. Cash Values

The accumulation values are an accumulation at interest of the gross premiums less expense charges (that can vary by issue age, risk class, band, and specified amount) and less the cost of pure term insurance based on the net amount at risk under the policy. The cash values are equal to the accumulation values less a surrender charge. The surrender charge is less than or equal to the maximum allowable surrender charge and is applicable for the first twenty years or to age 95, whichever is sooner.

Minimum cash values are calculated by the Standard Nonforfeiture Law using the 2001 Commissioners' Standard Ordinary Mortality Table and a 3% interest rate.

C. Continuation of Insurance

Issue ages 0 through 85 have one no-lapse guarantee period that begins at issue and runs through policy year 20 or to age 95, whichever is sooner. During this time, the policy will remain in force as long as the cumulative premiums paid into the policy (net of any partial withdrawals) equal or exceed the minimum premiums required. The policy holder has the right to make up any past premium shortfalls to meet the minimum premium requirements for keeping the guarantee in force. Thereafter, the policy will remain in force as long as the cash value is sufficient to pay the monthly deduction or until the policy anniversary following the Insured's 121st birthday, whichever is sooner.

If the policyholder ceases paying premiums, the policy will be treated as paid-up term insurance. The rates for calculating the cost of paid-up insurance will be the same as those used while on a premium paying status. Thereafter, the paid-up term period will run as long as the cash value will purchase term insurance protection or until the policy anniversary following the Insured's 121st birthday, whichever is sooner.

If the policy is in force and if the insured is alive on the policy anniversary following the insured's 121st birthday, the Company will pay the accumulation value, less any indebtedness, to the insured.

D. Flexibility

At issue the owner selects both a premium amount and a specified amount of insurance, subject to the minimum amounts, and a death benefit option.

A continuation of the original combination of premium and specified amount of insurance will result in a coverage period which could range from 20 years to the whole of life, depending upon the relationship of the selected values.

At any time after the first policy year and while the policy is in force and before the insured's age 85, the owner may change the specified amount of insurance. Decreases may not lower the specified amount of insurance below the minimum amount. Evidence of insurability is required for any unscheduled increases in the specified amount of insurance. The Death Benefit Option may be changed once a year, subject to the rules for increases and decreases in the specified amount of insurance. The policy provides for flexible premium payments. An initial premium is payable upon delivery of the policy. Subsequent premiums may be paid at any time prior to the policy anniversary next following the insured's age 121. The company reserves the right to reject premiums which would cause the policy to fail to qualify as life insurance under IRS Code §7702.

2. Basis of Nonforfeiture Values

A. Interest

The guaranteed minimum interest rate applied in the calculation of accumulation values under this policy is 3% per annum. The company may apply increased rates of interest in the calculation of accumulation values. Interest that is greater than the guaranteed rate will not be applied to any portion of the accumulation value that is less than the amount of indebtedness.

Because of the retrospective approach used for the calculation of accumulation values, the use of an increased rate of interest will produce increased cash values. Therefore, such use is not in conflict with the maximum interest rate defined in the Standard Nonforfeiture Law.

B. Cost of Insurance

For ages 18 and above the guaranteed maximum cost of insurance rates applied in the calculation of cash values under this policy are based on the 2001 Commissioners' Standard Ordinary Mortality Table or the 2001 CSO Preferred Class Structure Mortality Tables – Super Preferred and Preferred; ultimate; smoker distinct, Table A for males, Table G for females. For ages 0 through 17, the guaranteed maximum cost of insurance rates are based on the 2001 Commissioners' Standard Ordinary Mortality Table, ultimate, composite, Table A for males, Table G for females.

The monthly cost of insurance rates are derived from the mortality rates using the following formula:

$$\text{Exponential COI} = [1 - (1 - q)^{(1/12)}] / [1 - (1 - (1 - q)^{(1/12)})]$$

C. Annual Policy Fee

An annual policy fee is deducted on a monthly basis.

D. Premium Paying Status

Accumulation values are accumulated in an identical fashion for premium-paying and non-premium-paying policies.

3. Demonstration of Compliance with Minimum Nonforfeiture Requirements

The NAIC Universal Life Model Regulation defines the minimum cash surrender value, before reduction for indebtedness, to be equal to the accumulation of premiums paid minus the accumulation to date of:

- a) Benefit charges
- b) Averaged administrative charges for the first policy year and any insurance-increase years,
- c) Actual administrative expense charges for renewal years,
- d) Initial and additional acquisition expense charges not exceeding the initial or additional expense allowances, respectively,
- e) Any actual service charges made (excluding charges for cash surrender or election of paid-up nonforfeiture benefit), and
- f) Any partial withdrawals;

all accumulations being at the at the actual rate or rates of interest at which interest credits have been made unconditionally to the policy, and minus any unamortized unused initial and additional expense allowance.

Cash surrender values for this policy are determined so as always to be at least as great as those required by the NAIC Universal Life Model Regulation.

Accumulation is at a rate of interest not less than 3%.

Benefit charges include charges for the cost of term insurance for the net amount at risk and may include charges for riders or supplementary benefits elected by the insured. Separate and distinct premiums are charged for these benefits and these premiums are included in the premium accumulation used to determine the minimum cash value. The guaranteed costs of insurance vary by sex, underwriting classification-smoking status, and attained age. The current costs vary by sex, underwriting classification-smoking status, issue age, and duration.

Actual administrative charges for years after the first consist of a monthly per policy charge for all durations and a monthly premium expense charge through duration twenty.

The initial expense charge is an amount per unit assessed in the first year which varies by sex, underwriting classification-smoking status, and issue age.

There may be an additional charge assessed at the time of surrender.

Sample maximum initial surrender charge computation: Option A death benefit, male, standard non-tobacco

Age at Issue: x
Policy Year: t
Insurance Period: m = 121 - x
Premium-Paying Period: m
Guaranteed Interest Rate: 3%

Present Value of Benefits:

$$PVB_x = 1000A_{x:m|}$$

$$PVB_{35} = 294.14486$$

Nonforfeiture Net Level Premium:

$$P_{x:m|} = \frac{1000A_{x:m|}}{\ddot{a}_{x:m|}}$$

$$P_{35:65|} = \left(\frac{294.14486}{23.23436} \right) = 12.138$$

Maximum Initial Expense Allowance:

$$EA_x = 10 + 1.25 \times \text{Minimum} \left[\begin{array}{c} 40 \\ P_{x:m|} \end{array} \right]$$

$$EA_{35} = 10 + 1.25 \times \text{Minimum} \left[\begin{array}{c} 40 \\ 12.138 \end{array} \right] = 25.17$$

Initial Acquisition Expense Charge (E_x): Excess of the expense charges actually made in the first policy year over the averaged administration expense charges for that year.

Administrative expense charges:

Monthly per policy charge:	\$8.00 for all t
Premium expense charge:	\$0.22 for issue age 35 and t = 1 to 20

Minimum face amount = \$100,000

Charges actually made in the first policy year:

Per policy charge per \$1000: (\$8.00 x 12)/100 =	\$0.96
Premium expense charge:	\$0.22
First year expense charge:	<u>\$1.57</u>
Total:	\$2.75

Averaged administration expense charges:

Per policy charge per \$1000: (\$0.96 x 19)/19 =	\$0.96
Premium expense charge: (\$0.22 x 19)/19 =	<u>\$0.22</u>
Total:	\$1.18

Initial acquisition expense charge:

Charges actually made in the first policy year:	\$2.75
Averaged administrative expense charges:	<u>-\$1.18</u>
E ₃₅ :	\$1.57

Maximum Surrender Charge in Duration t:

$$\begin{aligned} MAXSC_t &= (EA_x - E_x) \frac{\ddot{a}_{x+t-1:m-t+1|}}{\ddot{a}_{x:m|}} \\ &= (25.17 - 1.57) \frac{\ddot{a}_{x+t-1:m-t+1|}}{\ddot{a}_{x:m|}} \\ &= \text{Unused unamortized initial expense allowance} \end{aligned}$$

t	$\ddot{a}_{x+t-1:m-t+1 }$	$\frac{\ddot{a}_{x+t-1:m-t+1 }}{\ddot{a}_{x:m }}$	$MAXSC_t$	Actual SC
1	24.23436	1.00000	23.60	20.27
2	23.95822	0.98861	23.33	20.08
3	23.67467	0.97691	23.05	19.89
4	23.38391	0.96491	22.77	19.69
5	23.08613	0.95262	22.48	19.48
6	22.78083	0.94002	22.18	19.27
7	22.46841	0.92713	21.88	19.05
8	22.14901	0.91395	21.57	18.83
9	21.82298	0.90050	21.25	18.60
10	21.49065	0.88678	20.93	18.36
11	21.15211	0.87281	20.60	18.12
12	20.80745	0.85859	20.26	17.87
13	20.45629	0.84410	19.92	17.61
14	20.09746	0.82930	19.57	17.34
15	19.72977	0.81412	19.21	17.07
16	19.35359	0.79860	18.85	16.79
17	18.96964	0.78276	18.47	13.43
18	18.57878	0.76663	18.09	10.07
19	18.18178	0.75025	17.71	6.72
20	17.77919	0.73364	17.31	3.36

The actual surrender charge for all issue ages equals the unamortized unused initial expense allowance.

4. Demonstration of Compliance with the Minimum Valuation Law.

For ages 18 and above, the basic reserves for this policy are based on the 2001 CSO Preferred Class Structure Mortality Tables, ultimate; continuous functions, smoker-distinct, sex-distinct, age last birthday, 4.00% interest. For ages 0 through 17, the basic reserves are based on the 2001 Commissioners' Standard Ordinary Mortality Table, ultimate, continuous functions, composite, sex-distinct, age last birthday, 4.00% interest. Reserves will be computed in accord with Section 5 of the NAIC Universal Life Insurance Model Regulation. The actual basic reserves will be the greater of the unitary reserve, the alternative minimum reserve, or the cash surrender value.

The minimum reserves during the no-lapse guarantee period will be the greater of:

- a. The actual basic reserves; or
- b. The basic reserves for the secondary guarantee period plus the deficiency reserve, if any, for the secondary guarantees.

5. No Lapse Guarantee with Premium Catch-up Provision.

The reserves for the no lapse guarantee are determined in accordance with Section 7 of the NAIC Valuation of Life Insurance Policies Model Regulation.

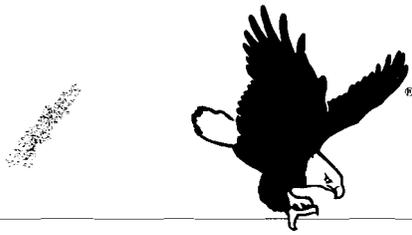
The basic reserves for the no-lapse guarantee are the segmented reserves for the no-lapse guarantee period. The segmented reserves and any deficiency reserves are calculated as though the stipulated premium requirement has been met. Deficiency reserves will be calculated using X-factors.

The resulting combined basic and deficiency reserves may be reduced by the adjusted catch-up amounts.

I hereby certify that, if at any time the account value becomes negative while the policy is in force under the no lapse guarantee, interest is not credited to the account and the COI charge is not based on an increased net amount at risk.

A handwritten signature in cursive script that reads "Patricia D. Papiez".

Patricia D. Papiez, ASA, MAAA
September 2, 2008



UNITED HERITAGE
Life Insurance Company[®]

a United Heritage Financial Group Company

October 07, 2008

Arkansas Department of Insurance
Attn. Rates & Forms Divn.
1200 W. 3rd St
Little Rock, AR 72201-1904

RE: United Heritage Life Insurance Company, NAIC 63983, Arkansas No. 2237
Adjustable Life Insurance Policy Forms No. 1560 (6-2008), Flesch Score 47.6
1561 (6-2008), Flesch Score 47.7

Filed with Idaho, Domicile State, August 6, 2008

Gentlemen:

This filing contains two adjustable premium products also known as universal life. These products are based on the 2001 CSO Table. It is the company's intention to begin marketing these products in January of 2009. While these products do not directly replace any existing products, in 2009 the company will be withdrawing its filed universal life products that are based on the 1980 CSO Table.

United Heritage is submitting two different products. Forms 1560 is for persons wishing to purchase policies with an issue amount below \$100,000, and are designed for a lower level of underwriting and have fewer rate classes. Product 1561 is for persons wishing to purchase \$100,000 or more of coverage. The policyholder may choose how his/her policy will perform by the amount of premium he/she wishes to pay.

The policies are designed to function as anything from 20-year term policies to whole life policies depending on the amount of premium that the policyholder wants to pay. The term period cannot extend beyond age 95. Payment of an amount equal to the term premium will result in coverage terminating at the end of the term period in most circumstances.

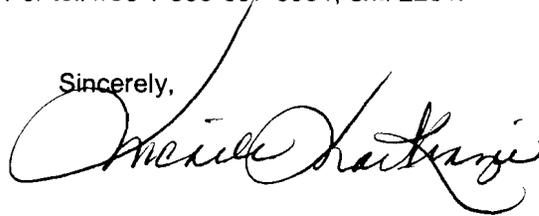
The specification pages will quote both the term premium as well as a suggested target premium for those who want a whole life type policy. This would allow a policyholder to purchase the coverage as term now and in the first few years increase the premium amount from the term premium amount to a premium amount that would provide coverage for a longer period and build cash value.

Please find attached with this letter a supplemental page which describes additional documents that will be used with these products. You will find some to be on file with your Department and others that are being filed at this time. Please take note again that the policies will be marketed on or after January 1, 2009. Please note that these policies are illustrated. There are no provisions in the policies that are outside industry or company standards.

United Heritage Life Insurance Company
(208) 493-6100 - Toll Free 1-800-657-6351
P.O. Box 7777 - Meridian, Idaho 83680-7777
unitedheritage.com

We believe that you will find that the documents meet all the requirements of the statutes and regulations for the state of Arkansas. Should you have any questions or concerns regarding this filing please contact me at 208-475-0981 or toll free 1-800-657-6351, ext. 2281.

Sincerely,

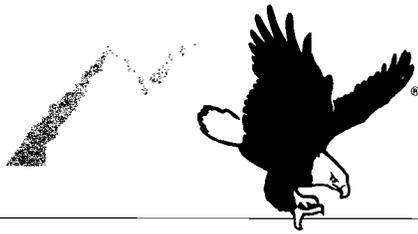
A handwritten signature in black ink, reading "Michele MacKenzie". The signature is written in a cursive style with a large, sweeping initial "M".

Michele MacKenzie, Paralegal
Regulatory Compliance Analyst

COVER LETTER SUPPLEMENTAL PAGE

FORMS THAT WILL BE USED WITH POLICY FORMS 1560(07-2008) AND 1561(07-2008)

FORM NO.	FORM DESCRIPTION	FLESCH SCORE	APPROVAL DATE ARKANSAS
1560-OIR (7-2008)	Other Insurance Rider Provides death benefit for each person insured under the rider if that insured dies while the policy and the rider are in force.	45.1	Submitted with this filing Filed Domicile State 8/6/08
1560-WMD (7-2008)	Waiver of Monthly Deduction Rider Provides waiver of the covered monthly deductions while the insured is totally disabled.	48.1	Submitted with this filing Filed Domicile State 8/6/08
1560-ADB (6-2008)	Accidental Death Benefit Rider Provides monthly renewable accidental death benefit insurance on the life of each insured. Such renewal will be automatic without any evidence of insurability.	46	Submitted with this filing Filed Domicile State
1560-ABR (Rev. 7-2008)	Accelerated Benefits Rider Allows insured to request an accelerated benefit payment of all or a portion of the available amount of the policy in the event the insured becomes terminally ill.	41.1	Submitted with this filing Filed Domicile State 8/6/08
30-59 UL (1- 2009)	Application for Accelerated Benefits Rider	40	Submitted with this filing Filed Domicile State 8/6/08
32-102 UL (8-2008)	Accelerated Benefits Disclosure Statement and Authorization	40	Submitted with this filing Filed Domicile State 8/6/08
Endorsement # 28 (8-2008)	Aviation & Aeronautics Exclusion	48	Submitted with this filing Filed Domicile State 8/6/08 Previously approved 9/21/2002. Revised to include revision date and company identification.
1700-LTR (4/2001)	Level Term Rider		Approved Arkansas 5/29/2001
30-01A (3/2003)	Application for Insurance		Approved Arkansas 4/3/2003
30-20 (Rev. 5/91)	Medical Examiners Report		Approved Arkansas 9/2/1992
33-61 (Rev. 1/86)	Personal Health Declaration Supplement		Approved Arkansas 9/21/1992
33-59	Notice of Change/Amendment to Application		Approved Arkansas 9/21/1992



UNITED HERITAGE[®]
Life Insurance Company

a United Heritage Financial Group Company

October 21, 2008

Arkansas Department of Insurance
Attn. Rates & Forms Divn.
1200 W. 3rd St
Little Rock, AR 72201-1904

**CERTIFICATION OF COMPLIANCE WITH ARKANSAS REGULATION 34
AND ARKANSAS BULLETIN 11-83**

**SERFF FILING #HERT- 125850121-UNIVERSAL LIFE PRODUCT
FORM #1561(07-2008) AND ADDITIONAL DOCUMENTS AS LISTED IN THE
FILING**

I, Deborah Sloan, Vice President. & Chief Actuary, hereby certify that I have reviewed Arkansas Regulation 34 and Arkansas Bulletin 11-83 and state to the best of my knowledge and belief that the policy form and all documents which pertain to the above named policy are in compliance with the requirements of the aforementioned regulation and bulletin. I further certify that, should it become necessary, the forms will be revised and/or discontinued as appropriate in the event of future changes in the statutes, regulations or bulletins and notice will be given to the Arkansas Department of Insurance.

Deborah Sloan
Vice President & Chief Actuary