

SERFF Tracking Number:	MWSG-125816360	State:	Arkansas
Filing Company:	Transamerica Life Insurance Company	State Tracking Number:	40364
Company Tracking Number:	1-13005108		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	FPAL		
Project Name/Number:	/		

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: FPAL

SERFF Tr Num: MWSG-
125816360

State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium
Adjustable Life

SERFF Status: Closed

State Tr Num: 40364

Sub-TOI: L09I.001 Single Life

Co Tr Num: 1-13005108

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: June Stracener, Sherri
Watts

Disposition Date: 10/08/2008

Date Submitted: 09/25/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/08/2008

State Status Changed: 10/08/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

These forms are new and are not intended to replace any previously approved forms.

These forms have been submitted in the final printed format in which they will be distributed to Insureds. These forms are subject to only minor modifications in paper size and stock, ink, border, Company logo, Company address,

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adaptation to computer printing, and Officers' signatures. They have been submitted to Iowa, the domiciliary state, as part of a larger Interstate Compact filing and are currently pending.

These forms do not contain any unusual or possibly controversial items or provisions that deviate from normal company or industry standards.

Flexible Premium Adjustable Life Insurance Policy – This is a non-participating, flexible premium universal life plan with Required Annual Premiums (RAP) for the first five policy years. Premiums are flexible as long as the policy owner meets the cumulative RAP commitment. The policy guarantees the death benefit if certain requirements are satisfied. If the policy's net cash value becomes insufficient to allow the policy to remain in-force, the policy will not enter the Grace Period, and the death benefit will continue as long as the Policy Threshold (less any outstanding loans) does not go below zero.

Issue ages for the policy will be based on age nearest birthday. The issue ages will be 0 to 75. However, for ages 0 to 15, the available risk class will be Standard Nonsmoker. For issue ages 16 to 75, all of the risk classes will be available. There will be no maturity date.

The policy will be based on the 2001 CSO ultimate, age-nearest-birthday, sex-distinct, smoker-distinct tables. Premium payments and current and guaranteed Monthly Deductions end at the policy anniversary nearest age 111.

This policy will be marketed through the Company's agent field force and is designed for clients who desire and will benefit from the purchase of a flexible premium adjustable life insurance policy. The Company will market this product to the general public. The policy will be marketed with an illustration.

Guaranteed Insurability Rider – This rider provides future options to purchase additional insurance at standard rates without additional evidence of insurability. The rider is not available to substandard or table-rated risks. Premiums are payable to the policy anniversary nearest age 40.

Modification of Policy Provision Endorsement – This is an endorsement that modifies the General Provision of the policy entitled "Misstatement of Age or Sex in Application". This Endorsement will be provided to policyholders upon your approval. This form is for clarification purposes only.

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Application form APA401008T previously approved by your Department on June 3, 2008, will be used with the captioned forms.

Previously approved No-Lapse Guarantee Endorsement, form 1-003 11-107, may also be used with this product. Accordingly, an addendum to the actuarial memorandum related specifically to this endorsement is included in this filing.

Company and Contact

Filing Contact Information

(This filing was made by a third party - MWSGW01)

Doak Foster, Attorney dfoster@mwsqw.com
 425 West Capitol Avenue (501) 688-8841 [Phone]
 Little Rock, AR 72201-3525 (501) 688-8807[FAX]

Filing Company Information

Transamerica Life Insurance Company CoCode: 86231 State of Domicile: Iowa
 4333 Edgewood Road NE Group Code: 468 Company Type: Life Insurer
 Cedar Rapids, IA 52499 Group Name: AEGON USA Inc. State ID Number:
 (319) 355-8511 ext. [Phone] FEIN Number: 39-0989781

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Arkansas charges \$ 50 per filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$50.00	09/25/2008	22725066

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 Product Name: FPAL
 Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/08/2008	10/08/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Actuarial Memorandum and supporting documentation	Supporting Document	June Stracener	10/02/2008	10/02/2008

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Disposition

Disposition Date: 10/08/2008

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	Authorization Letter		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document (revised)	Actuarial Memorandum and supporting documentation		No
Supporting Document	Actuarial Memorandum and supporting documentation		No
Supporting Document	Cover Letter dated 9-25-08		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Guaranteed Insruability Rider		Yes
Form	Modification of Policy Provisions Endorsement		Yes

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Amendment Letter

Amendment Date:

Submitted Date: 10/02/2008

Comments:

It has been brought to my attention that the format in which the actuarial exhibits were submitted may not be able to be opened in some circumstances. Therefore, attached please find those same exhibits in a different format.

Thank you for your courtesy and assistance in this matter.

June

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Actuarial Memorandum and supporting documentation

Comment:

Actuarial Memo.pdf

Addendum to Actuarial Memo.pdf

Exhibit A to Actuarial Memo (Guaranteed Monthly Deductions).pdf

Exhibit B to Actuarial Memo (Death Benefit Factors).pdf

Exhibit C (Surrender Charges Per 1000).pdf

Exhibit D (Unamortized Unused Initial Maximum Expense Allowance Per 1000).pdf

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Form Schedule

Lead Form Number: 1-13005108

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	1-13005108	Policy/Cont Flexible Premium ract/Fratern Adjustable Life al Insurance Policy Certificate	Initial		51	AR Policy 1-13005108.pdf
	1-071 11-186	Policy/Cont Guaranteed ract/Fratern Insruability Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51	Guaranteed Insurability Rider 1-071 11-186.pdf
	1-005 09-106	Policy/Cont Modification of Policy ract/Fratern Provisions al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51	Modification of Policy Provisions Endorsement 1-005 09-106 TLIC.pdf



Transamerica Life Insurance Company
Home Office: Cedar Rapids, IA 52499
Marketing Office: Los Angeles, CA 90051
Administrative Office: 4333 Edgewood Road N.E.
Cedar Rapids, IA 52499

POLICY FORM TACV
Individual Life Insurance

INSURED JOHN DOE

SPECIMEN POLICY NUMBER

FACE
AMOUNT \$25,000

JANUARY 1, 2009 DATE OF ISSUE

Transamerica Life Insurance Company will pay the death benefit to the Beneficiary if the Insured dies while this policy is in force. All payments are subject to the provisions of this policy. Signed for the Company at Los Angeles, California, on the date of issue.

Secretary

President

Right to Examine and Return Policy Within 10 Days -- At any time within 10 days after you receive this policy, you may return it to us or the agent through whom you bought it. We will cancel the policy and void it from the beginning. We will refund to you any premiums paid.

**Adjustable Life Insurance
Minimum Premium Requirement
Shown in the Policy Data
Flexible Premiums Payable Thereafter
During Life of the Insured Up to the Policy Anniversary Nearest Age 111
Subject to the Limitations Described
in the Premiums Provision**

**Death Benefit Payable at Death of Insured
Nonparticipating -- No Annual Dividends**

THIS POLICY INCLUDES A PREMIUM QUALIFICATION CREDIT PROVISION. TO RECEIVE THIS CREDIT, YOU MUST PAY REQUIRED PREMIUMS NET OF ANY PARTIAL SURRENDERS ON OR BEFORE THEIR DUE DATE.

This policy is a legal contract between you, the Owner of this policy,
and Transamerica Life Insurance Company.

READ YOUR POLICY CAREFULLY

POLICY SUMMARY

We will pay the death benefit to the Beneficiary if the Insured dies while the policy is in force and subject to all policy provisions.

You must pay at least the minimum premium per year during the Required Premium Period shown in the Policy Data and maintain certain policy values or your policy will Lapse. After the Required Premium Period, you may vary the amount of premiums and how often you pay them, within certain limits, as described in the Premiums provision. Generally, you may pay premiums as long as the Insured is living, up to the policy anniversary nearest Age 111.

Additional benefits, if any, are provided by Rider.

This is only a brief description. The insurance is fully described in the various provisions of the policy.

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POLICY DATA

LOAN INTEREST RATE	7.40% IN ADVANCE	JANUARY 01, 2008	POLICY DATE
POLICY NUMBER	SPECIMEN	6.00%	REINSTATEMENT INTEREST RATE
INSURED	JOHN DOE	35	AGE OF INSURED
FACE AMOUNT	\$25,000	JANUARY 01, 2008	DATE OF ISSUE
OWNER	JOHN DOE	PREFERRED NON-SMOKER	CLASS OF RISK

MINIMUM INITIAL PREMIUM: \$ 28.96

PLANNED PERIODIC PREMIUMS: \$ 248.00 ANNUAL

REQUIRED PREMIUM PERIOD: 5 YEARS

REQUIRED PREMIUM PER YEAR FOR THE BASE POLICY: \$ 173.75

REQUIRED PREMIUM PER YEAR FOR THE BASE POLICY AND ALL ADDITIONAL RIDERS: \$ 173.75

PREMIUM QUALIFICATION CREDIT PERIOD: 5 YEARS
PREMIUM QUALIFICATION CREDIT PERCENTAGE: 2%

GUARANTEED MAXIMUM MONTHLY POLICY FEE: \$ 7.00

GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE PER THOUSAND:
POLICY YEARS 1-10: 0.1292
POLICY YEARS 11 AND LATER: 0.0650

GUARANTEED MINIMUM INTEREST RATE: 4.00%

ADMINISTRATIVE CHARGES: 7% OF EACH GROSS PREMIUM

NOTE: THIS POLICY MAY TERMINATE IF:

- (1) THE CASH VALUE MINUS ANY LOAN(S) IS LESS THAN THE MONTHLY DEDUCTION DUE, OR
- (2) THE REQUIRED PREMIUMS FOR THE BASE POLICY AND ANY ADDITIONAL RIDERS ARE NOT PAID IN THEIR REQUIRED PREMIUM PERIODS.

POLICY DATA (CONTINUED)

TABLE OF GUARANTEED MAXIMUM MONTHLY DEDUCTION RATES PER \$1,000
FOR BASE POLICY *

POLICY YEAR	POLICY EXCLUDING RIDERS	POLICY YEAR	POLICY EXCLUDING RIDERS	POLICY YEAR	POLICY EXCLUDING RIDERS
1	0.0892	31	1.2892	61	22.2658
2	0.0942	32	1.4175	62	23.6492
3	0.0983	33	1.5475	63	25.1242
4	0.1058	34	1.6875	64	26.6983
5	0.1125	35	1.8325	65	28.3783
6	0.1217	36	2.0083	66	30.1750
7	0.1317	37	2.2050	67	31.6008
8	0.1442	38	2.4633	68	33.1200
9	0.1583	39	2.7358	69	34.7367
10	0.1750	40	3.0225	70	36.4567
11	0.1942	41	3.3358	71	38.2608
12	0.2125	42	3.6775	72	40.1792
13	0.2325	43	4.0742	73	42.2183
14	0.2442	44	4.5375	74	44.3858
15	0.2575	45	5.0725	75	46.6883
16	0.2767	46	5.6558	76	49.1325
17	0.2992	47	6.3200	77	0.0000
18	0.3300	48	7.0117		
19	0.3633	49	7.7575		
20	0.4058	50	8.5833		
21	0.4583	51	9.5058		
22	0.5117	52	10.5283		
23	0.5692	53	11.6450		
24	0.6183	54	12.8417		
25	0.6750	55	14.1042		
26	0.7433	56	15.4217		
27	0.8267	57	16.6608		
28	0.9283	58	17.9525		
29	1.0425	59	19.3150		
30	1.1625	60	20.7542		

For all years after those shown, the guaranteed maximum monthly deduction rate per \$1,000 is \$0.0000.

* TO FIND THE AMOUNT OF MONTHLY DEDUCTION DURING EACH POLICY YEAR, SEE THE GUARANTEED VALUES SECTION. A POLICY FEE OF \$7.00 WILL BE INCLUDED IN EACH MONTHLY DEDUCTION. A MONTHLY EXPENSE CHARGE PER THOUSAND WILL ALSO BE INCLUDED IN EACH MONTHLY DEDUCTION. THE GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE PER THOUSAND IS SHOWN ON POLICY DATA PAGE 2.

POLICY DATA (CONTINUED)

TABLE OF ILLUSTRATIVE POLICY VALUES AND BENEFITS (1)

GUARANTEED BASIS (2)

END OF POLICY YEAR	PLANNED ANNUALIZED PREMIUM	DEATH BENEFIT	ACCUMULATION VALUE (3)	CASH VALUE(4)
1	\$ 248	\$ 25,000	\$ 87	\$ 0
2	248	25,000	180	0
3	248	25,000	275	0
4	248	25,000	373	95
5	248	25,000	472	252
6	248	25,000	573	363
7	248	25,000	671	473
8	248	25,000	769	584
9	248	25,000	868	696
10	248	25,000	966	806
11	248	25,000	1,082	934
12	248	25,000	1,197	1,065
13	248	25,000	1,313	1,192
14	248	25,000	1,428	1,326
15	248	25,000	1,546	1,458
16	248	25,000	1,663	1,590
17	248	25,000	1,779	1,724
18	248	25,000	1,891	1,853
19	248	25,000	1,998	1,981
20	248	25,000	2,099	2,099
AGE 60	248	25,000	2,437	2,437
AGE 65	248	25,000	2,361	2,361

-
- (1) THE ACCUMULATION AND CASH VALUES RESULT FROM THE INTEREST RATES, MONTHLY DEDUCTIONS, PREMIUM QUALIFICATION CREDITS AND THE TIMELY PAYMENT OF THE PLANNED ANNUALIZED PREMIUMS. PARTIAL SURRENDERS OR LOANS MAY CHANGE THESE RESULTS.
 - (2) RESULTS CALCULATED ON A GUARANTEED BASIS REFLECT GUARANTEED MAXIMUM MONTHLY DEDUCTIONS AND THE GUARANTEED MINIMUM INTEREST RATE OF 4.0%.
 - (3) ACCUMULATION VALUES ILLUSTRATED ON A GUARANTEED BASIS REFLECT ACCUMULATED NET PREMIUMS AND PREMIUM QUALIFICATION CREDIT AMOUNTS PLUS INTEREST AT THE GUARANTEED MINIMUM INTEREST RATE OF 4.0% LESS GUARANTEED MAXIMUM MONTHLY DEDUCTIONS WHICH INCLUDE THE POLICY FEE, THE GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE PER THOUSAND AND THE COST OF ANY RIDERS. WHILE A POLICY LOAN(S) EXISTS, THE INTEREST RATE APPLICABLE TO THE CASH VALUE SECURING THE LOAN(S) MAY DIFFER FROM THE INTEREST RATE APPLICABLE TO THE CASH VALUE NOT SECURING THE LOAN(S).

PAID-UP LIFE INSURANCE VALUES (MAXIMUM NET SINGLE PREMIUMS AND FACE AMOUNT PER THOUSAND) ARE SHOWN ON POLICY DATA PAGES 4D AND 4E.

- (4) THE DIFFERENCE BETWEEN THE ACCUMULATION VALUE AND THE CASH VALUE IS THE SURRENDER PENALTY.

PREMIUMS ARE SUBJECT TO REFUND UNDER CONDITIONS DESCRIBED IN THE POLICY.

POLICY DATA (CONTINUED)

TABLE OF SURRENDER PENALTIES PER \$1,000 OF BASE POLICY FACE AMOUNT

SURRENDER PENALTY PERIOD: 20 YEARS

POLICY YEAR	SURRENDER PENALTY FACTOR
1	21.40
2	18.80
3	16.10
4	13.50
5	11.10
6	8.80
7	8.40
8	7.90
9	7.40
10	6.90
11	6.40
12	5.90
13	5.30
14	4.80
15	4.10
16	3.50
17	2.90
18	2.20
19	1.50
20	0.70
21+	0.00

TO CALCULATE THE FULL SURRENDER PENALTY FOR THE BASE POLICY, FIND THE FACTOR FOR THE CURRENT POLICY YEAR. MULTIPLY THIS FACTOR BY THE NUMBER OF THOUSANDS OF FACE AMOUNT OF THE BASE POLICY.

POLICY DATA (CONTINUED)

TABLE OF DEATH BENEFIT FACTORS

POLICY YEAR	DEATH BENEFIT FACTOR	POLICY YEAR	DEATH BENEFIT FACTOR	POLICY YEAR	DEATH BENEFIT FACTOR
1	5.04	40	1.52	79	1.04
2	4.86	41	1.48	80	1.04
3	4.70	42	1.45	81	1.04
4	4.54	43	1.43	82	1.04
5	4.38	44	1.40	83	1.04
6	4.08	45	1.37	84	1.04
7	3.94	46	1.35	85	1.04
8	3.81	47	1.33	86	1.04
9	3.68	48	1.30		
10	3.56	49	1.28		
11	3.44	50	1.27		
12	3.33	51	1.25		
13	3.22	52	1.23		
14	3.12	53	1.22		
15	3.02	54	1.20		
16	2.92	55	1.19		
17	2.83	56	1.18		
18	2.74	57	1.17		
19	2.65	58	1.16		
20	2.57	59	1.15		
21	2.49	60	1.14		
22	2.42	61	1.14		
23	2.35	62	1.13		
24	2.28	63	1.12		
25	2.21	64	1.12		
26	2.15	65	1.11		
27	2.09	66	1.04		
28	2.03	67	1.04		
29	1.98	68	1.04		
30	1.92	69	1.04		
31	1.88	70	1.04		
32	1.83	71	1.04		
33	1.78	72	1.04		
34	1.74	73	1.04		
35	1.70	74	1.04		
36	1.66	75	1.04		
37	1.62	76	1.04		
38	1.58	77	1.04		
39	1.55	78	1.04		

FOR ALL POLICY YEARS AFTER THOSE SHOWN, THE DEATH BENEFIT FACTOR IS 1.04.

POLICY DATA (CONTINUED)

TABLE OF THRESHOLD MONTHLY PREMIUM RATES PER \$1,000
FOR BASE POLICY

POLICY YEAR	THRESHOLD MONTHLY PREMIUM	POLICY YEAR	THRESHOLD MONTHLY PREMIUM	POLICY YEAR	THRESHOLD MONTHLY PREMIUM
1	0.14160	26	0.56493	51	6.05999
2	0.16244	27	0.57058	52	6.71184
3	0.18567	28	0.62469	53	7.42372
4	0.20616	29	0.70152	54	8.18660
5	0.21979	30	0.78227	55	8.99144
6	0.23568	31	0.86751	56	9.83135
7	0.24746	32	0.95386	57	10.62133
8	0.25748	33	1.04134	58	11.44477
9	0.26942	34	1.13555	59	12.31336
10	0.28458	35	1.16822	60	13.23084
11	0.30554	36	1.28032	61	14.19453
12	0.32978	37	1.40569	62	15.07641
13	0.35516	38	1.57038	63	16.01672
14	0.37717	39	1.74410	64	17.02026
15	0.39349	40	1.92685	65	18.09126
16	0.40600	41	2.12660	66	19.23664
17	0.41980	42	2.34442	67	20.14561
18	0.43559	43	2.59729	68	21.11409
19	0.45382	44	2.89267	69	22.14472
20	0.47145	45	3.23373	70	23.24122
21	0.49152	46	3.60561	71	24.39138
22	0.51085	47	4.02902	72	24.86582
23	0.52839	48	4.46996	73	25.11448
24	0.54001	49	4.94543	74	25.36562
25	0.54607	50	5.47190	75	25.61928
				76	25.87547

THRESHOLD PERIOD:

POLICY YEARS 1-76:

THRESHOLD INTEREST RATE:

POLICY YEARS 1-5: 5.75%
POLICY YEARS 6-10: 6.0%
POLICY YEARS 11 AND LATER: 6.5%

THRESHOLD PER THOUSAND CHARGES:

POLICY YEARS 1-10: 0.2733
POLICY YEARS 11 AND LATER: 0.2500

THRESHOLD ADMINISTRATIVE CHARGES:

ALL YEARS: 7%

DEFINITIONS

In this policy:

We, our and us means Transamerica Life Insurance Company.

You and your means the Owner of this policy.

Accumulation Value means the policy's total value as described in the Accumulation Values provision.

Administrative Office means Transamerica Life Insurance Company, 4333 Edgewood Road, N.E., Cedar Rapids, IA 52499

Age means the Insured's age in years on the Insured's nearest birthday.

The **Base Policy** is this policy excluding any Riders.

A **Beneficiary** is the person you designate to receive all or a portion of the death benefit under this policy.

Cash Value means the Accumulation Value less any applicable Surrender Penalty.

The **Date of Issue** is shown in the Policy Data.

Free-Look Period means the initial period of time after you first receive this policy and during which you have the right to examine and return this policy for a full refund of any premiums paid. This period is shown on page 1 of the policy.

Grace Period is the 61-day period within which you must pay any amount due to prevent your policy from Lapse. See the Grace Period provision for details.

A **Gross Premium** is 100% of any premium you pay.

Home Office means Transamerica Life Insurance Company, 4333 Edgewood Road, N.E., Cedar Rapids, Iowa 52499.

Insured means the person whose life is covered under this policy. The Insured is shown in the Policy Data.

Lapse means termination of the policy at the end of the Grace Period due to insufficient premium, unloaned Accumulation Value or unloaned Cash Value. If there is remaining Net Cash Value at the end of the Grace Period, it will be applied to the Nonforfeiture Option.

Marketing Office means Transamerica Life Insurance Company, P.O. Box 512101, Los Angeles, California 90051-0101.

The **Maximum Loan Value** is the largest amount you may borrow under the loan provisions.

A **Monthly Deduction** is an amount we withdraw from the Accumulation Value of the policy at the beginning of each policy month up to the policy anniversary nearest Age 111.

The **Net Cash Value** is the Cash Value less any existing loans.

A **Net Premium** is a Gross Premium you pay minus the Administrative Charges shown in the Policy Data. All Net Premium payments will become part of the Accumulation Value.

Notice is a communication we will mail by regular first class mail in the United States Postal Service to your last known address and the last known address of any assignee of record.

We will use the **Policy Date** shown in the Policy Data to determine monthly policy dates, policy anniversaries and policy years.

The **Policy Fee** is part of the Monthly Deduction. The guaranteed maximum Policy Fees are shown in the Policy Data. We may charge a lower policy fee than the fee shown in the Policy Data.

A **Policy Loan** is indebtedness to us for a loan secured by this policy.

Reinstate means to restore coverage after the policy has Lapsed, subject to the requirements in the Reinstatement provision.

The **Required Premium** is the minimum amount of premium you must pay each policy year for the Base Policy during its Required Premium Period. You may pay all or any part of this premium in advance.

The **Required Premium Period** is the total number of consecutive policy years that the Required Premium must be paid. This period is shown in the Policy Data. This period begins on the Policy Date.

A **Rider** is an attachment to the policy that provides an additional benefit.

Written Request means a signed request in a form satisfactory to us that is received at our Administrative Office.

OWNERSHIP

Owner of the Policy -- The Owner is entitled to the rights granted under this policy before the Insured's death. The Insured will be the Owner, unless someone else is named as the Owner in the application, or otherwise in accordance with this policy. Ownership of this policy may be shared by two or more persons. If one such person is an individual other than the Insured and dies before the Insured, the rights of that person belong to the executor or administrator of his or her estate unless otherwise provided in the policy. If the Owner is a partnership, the rights belong to the partnership as it exists when a right is exercised.

Exercising Policy Rights -- If ownership of this policy is shared by more than one person, all such persons must sign each Written Request to exercise any right under this policy.

How to Change the Owner -- You may change the Owner while the Insured is living by notifying us in a form and manner acceptable to us. The change will not be effective until we record it at our Administrative Office.

Assignment of the Policy -- We are not responsible for the adequacy of any assignment. However, if you file the assignment with us and we record it at our Administrative Office, your rights and those of any revocable Beneficiary will be subject to it.

THE BENEFICIARY

Who Receives the Death Benefit -- If the Insured dies while this policy is in force, we will pay the death benefit to the Beneficiary or Beneficiaries. A Beneficiary is as designated in the application, unless changed as shown under "How to Change a Beneficiary" below. If the Beneficiary is a partnership, we will pay the death benefit to the partnership as it existed when the Insured died. If there is more than one Beneficiary, we will pay the death benefit to all of the Beneficiaries in equal shares unless you provide otherwise in the Application or by Written Request.

Protection of the Death Benefit -- To the extent permitted by law, no death benefit will be subject to the claims of a Beneficiary's creditors or to any legal process against a Beneficiary.

If the Beneficiary Dies -- If any Beneficiary dies before the Insured, that Beneficiary's interest in the death benefit will end. If any Beneficiary dies at the same time as the Insured, or within 30 days after the Insured, that Beneficiary's

interest in the death benefit will end if no benefits have been paid to that Beneficiary. If the interests of all Beneficiaries have ended when the Insured dies, we will pay the death benefit to you. If you are not living at that time, we will pay the death benefit to your estate.

How to Change a Beneficiary -- You may change a Beneficiary while the Insured is living by notifying us in a form and manner acceptable to us. The change will not be effective until we record it at our Administrative Office. Even if the Insured is not living when we record the change, the change will take effect as of the date it was signed. However, any benefits we pay before we record the change will not be subject to the change.

A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

PAYMENT OF THE DEATH BENEFIT

Proof of Death -- We will pay any benefit payable because of death when we receive due proof of the Insured's death while this policy was in force. The proof must be sent to us at our Administrative Office. We will send appropriate forms to the Beneficiary upon request. Any of our agents will help a Beneficiary fill out the forms without charge.

Interest on Life Insurance Proceeds -- We will pay interest on the proceeds of any benefit paid under this policy more than 30 days after we receive due proof of the Insured's death. We will pay interest for the period from the date of the Insured's death to the date the payment is made. The interest rate will be at least 8%, or higher if required by law.

Death Benefit -- The amount of the death benefit may be affected by other policy provisions, such as Policy Loans, Misstatement of Age or Sex and Partial Surrenders.

The death benefit will be the greatest of:

- (a) the face amount of the Base Policy;
- or
- (b) the death benefit factor multiplied by the policy's Accumulation Value on the date of the Insured's death;
- or
- (c) the amount required for the policy to qualify as a life insurance contract under Section 7702 of the Internal Revenue Code.

(See Accumulation Values provision for details.)

We will reduce the death benefit by any existing Policy Loans and by any premium necessary to provide insurance to the date of the Insured's death occurring during the Grace Period.

The death benefit factors are shown in this policy's data pages.

This policy is intended to qualify under Section 7702 of the Internal Revenue Code as a life insurance contract for federal tax purposes. The death benefit under this policy is intended to qualify for the federal income tax exclusion. The provisions of this policy (including any Rider or endorsement) will be interpreted to ensure tax qualification, regardless of any language in this policy to the contrary.

To the extent that the death benefit is increased to maintain its qualification as a life insurance contract, appropriate adjustments will be made in any Monthly Deductions or supplemental benefits as of that time, retroactively or otherwise, that are consistent with such an increase. Retroactive adjustments to the Monthly Deduction may be made by right of setoff against any death benefits payable. Prospective adjustments will be reflected in the Monthly Deduction.

PREMIUMS

We will accept any amount you send us as a premium payment while this policy is in force, subject to the Premium Limitation provision and these conditions:

1. The minimum initial premium shown in the Policy Data is payable on or before the Policy Date. Subsequent premiums may be sent to our Administrative Office or you may pay them to an agent we authorize to receive premiums. We will give you a receipt if you ask for one. Premiums received on or before the Policy Date will only begin to earn interest as of the Policy Date.
2. You must pay the Required Premiums for the Base Policy for the Required Premium Period shown in the Policy Data. These premiums may be paid cumulatively in advance. At the end of each policy year in the Required Premium Period, we will calculate the cumulative total of all Gross Premiums paid for the Base Policy, less any refunds and Partial Surrenders. This amount must equal or exceed the cumulative sum of the Required Premiums for the Base Policy for the number of policy years completed, or your policy will enter the Grace Period.
3. You may pay premiums at any time prior to the policy anniversary nearest Age 111. Each premium must be at least \$25 and may not exceed the limits described in the Premium Limitation provision below.

If you stop paying premiums after the Required Premium Period, your coverage will continue until the Net Cash Value is insufficient to pay the Monthly Deduction due. At that time, your policy will enter the Grace Period. (See Grace Period provision.)

Beginning with the policy anniversary nearest Age 111, billing will cease and no further premium payments will be accepted.

Premium Limitation -- We reserve the right to refund any unscheduled premium during a particular policy year if the total premium paid:

- (a) increases the difference between the death benefit and the Accumulation Value; and
- (b) is more than \$20 per thousand of face amount and more than three times the total of the Monthly Deductions for the last year.

We also reserve the right to refund any unscheduled premiums that exceed \$25,000 in any 12-month period.

We will not refund any amount if doing so would cause your policy to enter the Grace Period before the next anniversary.

As of the end of any policy year, if the premiums paid exceed the limit on premium allowed into the policy under Section 7702 of the Internal Revenue Code, and regulations thereunder, for this policy to qualify as a life insurance contract for federal income tax purposes, we will withdraw from the policy the excess amount of premiums paid into the policy, with interest, as of the end of that policy year. We will refund to you this excess premium amount (including interest) within 60 days after the end of that policy year.

Such an excess premium amount could occur, for example, as a result of a Partial Surrender or other change in the benefits or terms of the policy which may lower the limit on premium amount allowable into the policy for federal income tax purposes.

The amount refundable will not exceed the Net Cash Value of the policy. If the entire Net Cash Value is refunded, we will treat the transaction as a full surrender of your policy.

Continuation of Insurance -- If you stop paying premiums, we will automatically continue your policy at the same face amount and with any additional benefits provided by Rider, subject to the Grace Period and any premium requirements that may be in effect. Refer to the Premiums provision and the Monthly Deduction provision for further explanation.

Grace Period -- During the Required Premium Period, a Grace Period is a period of 61 days beginning on:

1. a policy anniversary on which the cumulative Required Premiums for the Base Policy have not been paid as specified in the Premiums provision; or

2. a monthly policy date on which: (a) the policy's Accumulation Value minus any existing loan is less than Monthly Deductions due and any loan interest due and unpaid ; and/or (b) the unloaned Net Cash Value is less than any loan interest due and unpaid.

After the Required Premium Period and prior to the policy anniversary nearest Age 111, a Grace Period is a period of 61 days beginning on a monthly policy date when the policy's Cash Value is less than the total Monthly Deductions due, plus any loan interest due and unpaid.

Beginning on the policy anniversary nearest Age 111, a Grace Period is a period of 61 days beginning on a policy anniversary on which any loan interest due has not been paid in cash, and the policy's Accumulation Value minus any existing loan is less than the loan interest due not paid in cash.

If this policy enters the Grace Period, we will let you know by sending you a Notice. The Notice will tell you the amount you must pay to keep the policy in force. You must pay this amount before the Grace Period ends. If you do not pay enough, this policy will Lapse at the end of the 61 days. If there is any Net Cash Value remaining at the end of the Grace Period, we will apply it to the Nonforfeiture Option. (See Nonforfeiture Option provision.)

During the Grace Period, we will not charge interest on the amount due. If the Insured dies during the Grace Period and before you pay the amount due, we will subtract from the death benefit the amount required to provide insurance to the date the Insured died.

Premium Qualification Credit -- On each policy anniversary during the Required Premium Period for the Base Policy, if you have paid the cumulative Required Premiums for the Base Policy as described in the Premiums provision, you will qualify for the Premium Qualification Credit for that policy year. We will add the Premium Qualification Credit to the Accumulation Value of the Base Policy at the beginning of the following policy year. The credit will be a percentage of the Base Policy's Required Premium as shown in the Policy Data.

Reinstatement -- If this policy Lapses, it may be reinstated provided it was not surrendered. To Reinstatement the policy, you must meet the following conditions:

1. You must request Reinstatement in writing within three years after the date of Lapse.
2. The Insured must provide evidence of insurability sufficient to satisfy us that the Insured continues to qualify for the same class of risk and rating upon which we based the issuance of this policy.
3. If any loans existed when the policy Lapsed, you must repay or reinstate them, with interest. Interest will be compounded annually from the date of Lapse. Interest will be at the loan Reinstatement Interest Rate of 8.00% (7.40% in advance).
4. The reinstated policy will be subject to the minimum premium requirement during the Required Premium Period. (See first paragraph under number 2 of the Premiums provision.)

If the policy Lapsed during the Required Premium Period and is reinstated in a different policy year, you must pay a premium large enough to meet the minimum premium requirement at the time of Reinstatement, with interest. Interest will be compounded annually at the Reinstatement Interest Rate shown in the Policy Data. If the policy Lapsed after the Required Premium Period, or if it Lapsed during one year of the Required Premium Period and is reinstated in the same policy year, you must pay a premium large enough to cover two Monthly Deductions due when the policy Lapsed and three Monthly Deductions due when the policy is reinstated.

5. If the policy Lapsed, you must repay any Net Cash Value we paid to you at the time of Lapse, with interest. Interest will be compounded annually at the Reinstatement Interest Rate shown in the Policy Data.
6. If the policy is reinstated during the Surrender Penalty Period, any applicable Surrender Penalties in effect for the reinstated policy will be calculated from the original Policy Date.

The effective date of a Reinstatement will be the date we approve your request to Reinstatement. If a person other than the Insured is covered by any attached Rider, that person's coverage will be reinstated under the reinstatement terms of that Rider.

The Accumulation Value of the reinstated policy will be: the Surrender Penalty assessed at the time of Lapse; plus any Net Cash Value we paid you at the time of Lapse; plus any loan repaid or reinstated; plus the Net Premium you pay at Reinstatement; minus any Monthly Deductions due at the time of Lapse.

GUARANTEED VALUES

Accumulation Values -- The Accumulation Value of the policy on the Policy Date is equal to all Net Premiums whose Gross Premiums were received on or before the Policy Date. The Accumulation Value of the policy on any monthly policy date after the Policy Date is equal to:

1. its Accumulation Value on the last monthly policy date, plus interest on that amount;
- plus 2. any Premium Qualification Credit amount added to it on the last monthly policy date, plus interest on that amount;
- plus 3. all Net Premiums paid into it less any refunds since the last monthly policy date, plus interest from the date each corresponding Gross Premium was received in the Administrative Office to the monthly policy date;
- minus 4. the Monthly Deduction charged against it on the last monthly policy date, plus interest on that amount;
- minus 5. any Partial Surrenders charged against it, including pro rata Surrender Penalties, since the last monthly policy date, plus interest on that amount from each Partial Surrender date to the monthly policy date.

The Accumulation Value of the policy on any specified date that falls between any two monthly policy dates is equal to:

1. the Accumulation Value on the last monthly policy date, plus accrued interest from the last monthly policy date to the specified date;
- plus 2. any Premium Qualification Credit amount added to it on the last monthly policy date, plus accrued interest on that amount;
- plus 3. all Net Premiums paid into it less any refunds since the last monthly policy date, plus accrued interest from the date each corresponding Gross Premium was received in the Administrative Office to the specified date;
- minus 4. the Monthly Deduction charged against it on the last monthly policy date, plus accrued interest on that amount;
- minus 5. any Partial Surrenders charged against it, including pro rata Surrender Penalties, since the last monthly policy date, plus accrued interest on that amount from each Partial Surrender date to the specified date.

A Table of Illustrative Policy Values and Benefits is included in this policy. It is based on the information you gave us when the policy was issued. The values shown may change as the declared interest rates, your premium payments, and other factors change from the illustrated data. Every year, we will send you a statement of actual policy values.

Guaranteed Interest Rates -- Except for premium received before the Policy Date, the Net Premium accrues interest from the date we receive its corresponding Gross Premium in the Administrative Office. Interest is credited monthly on each monthly policy date.

Premiums received on or before the Policy Date will only begin to earn interest as of the Policy Date. The guaranteed minimum interest rate for all policy years is shown in the Policy Data.

Prior to the policy anniversary nearest Age 121, we may declare an interest rate higher than the guaranteed minimum at any time. We will never declare an interest rate that is lower than the guaranteed minimum interest rate. We may change the declared rate at any time without notice.

Beginning on the policy anniversary nearest Age 121, the policy Accumulation Value will accrue interest at the guaranteed minimum interest rate.

The interest rate for any portion of the Accumulation Value equal to the amount of any existing policy loan will be the effective annual loan interest rate less 2.5%.

Please see "Cash Value: Policy Loans" for more information.

Monthly Deduction Rates -- We will determine the Monthly Deduction Rate for each policy month at the beginning of that policy month. The Monthly Deduction Rate for the Base Policy will depend on: the face amount of the policy; the Insured's sex; the Insured's smoker or nonsmoker status; the Insured's class of risk; the number of years that the policy has been in force; and the Insured's Age on the Policy Date.

A table of Guaranteed Maximum Monthly Deduction Rates for the Base Policy is shown in the Policy Data. We may use rates lower than these guaranteed maximum Monthly Deduction Rates. We will never use higher rates.

Any change in the Monthly Deduction Rates will be prospective and will be subject to our expectations as to future cost factors. Such cost factors may include, but are not limited to: mortality; expenses; interest; persistency; and any applicable federal, state and local taxes.

Guaranteed Maximum Monthly Expense Charge Per Thousand -- The Guaranteed Maximum Monthly Expense Charge Per Thousand rates for the Base Policy are shown in the Policy Data. We may use an expense charge rate that is lower than the Guaranteed Maximum Monthly Expense Charge Per Thousand rate. We will never use higher expense charge rates.

Monthly Deduction -- At the beginning of each policy month, we will take the Monthly Deduction for that policy month from the Accumulation Value of the policy. The Monthly Deduction is equal to:

(a) the Monthly Deduction Rate, times .001, times the difference between the death benefit and the Accumulation Value of the policy at the beginning of the policy month;

plus (b) the Monthly Deduction for any Riders;

plus (c) the Policy Fee;

plus (d) the Monthly Expense Charge Per Thousand rate times .001, times the face amount of the Base Policy.

CASH VALUE

You may borrow the Net Cash Value, or take part of it or all of it as a partial or full surrender of the policy. All of these transactions are described in this section. We guarantee that the Cash Value always equals or exceeds the amount required by the law in effect at the time of issue in the jurisdiction in which the application for this policy was signed.

Policy Loans -- We will make loans subject to the following conditions:

1. The maximum amount allowed is the Accumulation Value as of the date of the loan request, minus:

a. any existing policy loan(s); and

b. interest on the amount of the loan to the end of the policy year; and

the full Surrender Penalty or two Monthly Deductions, whichever is greater.

2. You must pay interest on the total loan balance each year in advance. The interest is due on the policy anniversary. The annual loan interest rate is 8.00% (7.40% in advance). If you do not pay the interest when it is due, we will add the amount of interest to the loan. We will charge interest on this amount at the same interest rate being charged on the loan.
3. You must assign the policy to us to the extent of the outstanding loan. If the Insured dies, we will deduct the outstanding loan from the death benefit before we pay the death benefit to the Beneficiary.
4. The loan will be secured by that portion of the Accumulation Value equal to the amount of the loan.

Loan Repayment -- You may repay any part of any outstanding loan at any time while the Insured is living.

If you wish to make a loan repayment, you must tell us that the payment you send us is for that purpose. Unless your payment is clearly marked as a loan repayment, we will assume it is a premium payment unless it is received after the policy anniversary nearest Age 111. When we receive a loan repayment, we will apply it to the portion of the Accumulation Value that secures the loan. If a payment would cause the policy to fail to qualify as a life insurance contract under Section 7702 of the Internal Revenue Code as such Section is in effect at that time, and the regulations thereunder, the portion of the payment that cannot be accepted as premium will be applied against any outstanding policy loans before a refund is made.

Loan repayments will first be applied to the loans with the most recent loan dates.

Your policy will not automatically Lapse if you do not repay a loan. However, the Net Cash Value must be large enough during the Required Premium Period to cover any loan interest due and unpaid; and, after the Required Premium Period, to cover the Monthly Deduction due and any loan interest due and unpaid, or the policy will enter the Grace Period. (See Grace Period provision for details.)

If the policy loan interest due is not paid in cash by you, a new loan will be created to cover the interest if there is sufficient Net Cash Value. The new loan will have the same interest rate as the loan to which it is added.

Partial Surrender -- At any time after the Free-Look Period, you may surrender a portion of this policy's Net Cash Value by sending us a Written Request, subject to the limitations described below. We will deduct the surrender amount and any Surrender Penalty from the policy's Accumulation Value.

In any policy year, the maximum amount that you may receive by Partial Surrender is:

- 1) the Accumulation Value;
- minus 2) any existing policy loans;
- minus 3) the sum of 3 Monthly Deductions;
- minus 4) the greater of \$25 or the full Surrender Penalty.

If you request a Partial Surrender larger than the maximum described above, we will treat it as a request for a full surrender of the policy.

During the Surrender Penalty Period, a pro rata Surrender Penalty will be assessed on any surrender amount you request. The minimum pro rata Surrender Penalty is \$25. After all Surrender Penalty Periods have expired, we will assess a \$25 Surrender Penalty on any Partial Surrender.

The pro rata surrender penalty is calculated as follows:

$$\text{Pro Rata Surrender Penalty} = Y \times A / (1000 - A)$$

where A = the Surrender Penalty Factor Per \$1,000 for the current policy year and Y = the amount of the Partial Surrender.

If this Pro Rata Surrender Penalty calculation result is less than \$25, the minimum pro rata surrender penalty of \$25 will be assessed. A corresponding reduction will be made in the full surrender penalty after the partial surrender because the face amount of the policy will be reduced by the amount of the partial surrender, and the pro rata surrender penalty and the subsequent full surrender penalties will be based on the reduced face amount.

We will also reduce the total face amount of the policy by the amount of the Partial Surrender and the Surrender Penalty. If the new face amount would be less than \$25,000, our published minimum for this plan, then the Partial Surrender will not be allowed.

The surrender penalty will be equal to A times B divided by D, below, but not more than E times B divided by C. For purposes of these calculations:

A is the surrender amount;

B is the surrender penalty factor for the current policy year;

C is 1000;

D is 1000 minus the surrender penalty factor for the current policy year; and

E is the face amount of the policy.

The Surrender Penalty Period and the corresponding Surrender Penalties are shown in the Policy Data.

During the Required Premium Period, the sum of all Partial Surrenders may not exceed the sum of all Gross Premiums paid, less the sum of all refunds and the sum of all Required Premiums since the Policy Date. (See number 2 of the Premiums provision.)

OPTION TO CHANGE THE FACE AMOUNT

Increasing the Face Amount - An increase in the face amount of this policy will not be allowed.

Decreasing the Face Amount -- You may request a decrease in the face amount of this policy if all the following conditions are met:

1. You must make a Written Request to us.
2. At the request date, this policy must be in force and the Insured must be living.
3. The amount of the reduction in face amount must be at least \$25,000.
4. The new face amount may not be less than \$25,000, our published minimum face amount for this plan.
5. The decrease of the face amount of this policy may only be effective as of a policy anniversary.

The decrease of the face amount of this policy may cause a change in the Monthly Deduction rates and Monthly Expense Charge Per Thousand rates.

A Surrender Penalty will result from the decrease in the face amount if the decrease is made during the Surrender Penalty Period. The Surrender Penalty is equal to A times B divided by C, where:

A is the full Surrender Penalty for the current policy year;

B is the amount of the decrease in the face amount; and
C is the face amount of the Base Policy before the decrease.

We will issue new Policy Data pages showing the new face amount(s). After the decrease, the Monthly Deduction rates, monthly expense charge per thousand rates and any future Surrender Penalties will be based on the new face amount of this policy.

If the face amount of this policy is decreased during the Required Premium Period, we will recalculate the Required Premium for the remainder of the Required Premium Period based on the new face amount.

NONFORFEITURE OPTION

You may surrender this policy for the Net Cash Value.

There is a Table of Surrender Penalties shown in the Policy Data. We will use the factors in the table to determine the Surrender Penalty we will apply. To calculate the full Surrender Penalty for the Base Policy, find the factor for the current policy year. Multiply this factor by the number of thousands of face amount of the Base Policy. This is the full Surrender Penalty for the Base Policy. There is no Surrender Penalty for the Base Policy after the end of the Surrender Penalty Period for the Base Policy. The Surrender Penalty Period is shown on the Table of Surrender Penalties in the Policy Data.

If you request a full surrender within 30 days after a policy anniversary, the surrender value will not be less than the surrender value on that anniversary, including any Premium Qualification Credit, less any loans and Partial Surrenders (including pro rata Surrender Penalties) made after the last policy anniversary.

ALTERNATIVE PAID-UP LIFE INSURANCE OPTION

You may purchase alternative paid-up life insurance instead of exercising one of the Nonforfeiture Options. You may exercise this option on or after the fifth policy anniversary, but before the policy anniversary nearest Age 121.

You must surrender the Base Policy when you elect to purchase alternative paid-up life insurance.

This option is no longer in force when the first of these events occurs: (1) the Insured dies; (2) you surrender this policy for its Net Cash Value; (3) you exercise this option; or (4) this policy is terminated.

When you send a Written Request to us, we will exchange this policy for an alternative paid-up life insurance policy(ies). The face amount will be the amount that the policy's Net Cash Value will purchase at the current Net Single Premium rate in effect when you choose the option.

The current rates will vary by: the Insured's attained Age when you exercise the option; the Insured's sex; the Insured's smoker or nonsmoker status on this policy; and the Insured's class of risk on this policy as recorded at the time you exercise this option.

You may purchase alternative paid-up life insurance if you meet these conditions:

1. You must send a Written Request and the policy to us. We must receive the request within 60 days of the date you signed it and while this option is still in force. You will surrender all rights under this policy in exchange for the alternative paid-up life insurance.
2. This policy must have Net Cash Value that exceeds any existing loan and Surrender Penalty when you request the option.
3. You must agree to accept a new policy loan interest rate provision. The new rate may be a variable one.
4. You must agree that all Riders attached to this policy will terminate. We will add the Cash Value, if any, of the Riders attached to this policy to the policy's Cash Value. We will use the total amount to determine the amount of alternative paid-up life insurance you may purchase.
5. The Insured must not have reached his or her 121st birthday.

Evidence of Insurability -- When you request this option, we may require evidence of insurability. To determine whether evidence of insurability is required, we must perform a calculation based on the following:

- D = the amount of alternative paid-up life insurance.
- E = the Net Cash Value used to purchase the alternative paid-up life Insurance.
- F = the death benefit payable under this Base Policy on the date you choose this option.
- G = the Accumulation Values under this Base Policy on the date you choose this option.

If (D-E) is greater than (F-G), then the Insured must provide Evidence of Insurability satisfactory to us. In all other situations, evidence of insurability is not required.

If the Insured does not provide evidence satisfactory to us that the Insured is still insurable, we will reduce the amount of Alternative Paid-Up Life Insurance accordingly. If there is any Net Cash Value left after you purchase Alternative Paid-Up Life Insurance, we will refund it to you.

Alternative Paid-Up Life Insurance Policy -- We will issue and date the alternative paid-up life insurance policy as of the date you exercise this option. If your request occurs within 30 days after a policy anniversary, the surrender value of the alternative paid-up life insurance will not be less than the Base Policy's surrender value on that anniversary, less any loans and Partial Surrenders (including pro rata Surrender Penalties), made after the last policy anniversary.

We will include in each alternative paid-up life insurance policy a table of cash values for that policy and a description of the basis we use to calculate those values. The cash values will not be less than the minimum values required by the jurisdiction in which the application for the policy is signed. There will be a new policy loan interest rate provision in the alternative paid-up life insurance policy.

PAYMENT OF CASH VALUE AND LOANS

We may delay paying you the partial or full surrender values of this policy for up to 6 months after we receive your Written Request for the surrender. We may delay making a loan to you for up to 6 months after we receive your written request for the loan. We will not delay any loan made to pay premiums due us on any policy.

POLICY STATEMENTS AND ILLUSTRATIONS

We will send you a statement at least once a year without charge showing: the face amount; Accumulation Value; Cash Value; loans; Partial Surrenders; Premium Qualification Credits; premiums paid; and charges as of the statement date. Upon Written Request at any time, we will send you an illustration of your policy benefits and values. There will be no charge for the first such illustration in each policy year. We reserve the right to charge a reasonable fee for any illustration after the first in any policy year.

BASIS OF COMPUTATION

The guaranteed Cash Values of the policy are not less than the minimum values required by the jurisdiction in which the application for this policy was signed. The guaranteed Cash Values are equal to the Accumulation Value based on the guaranteed Monthly Deductions and the guaranteed minimum interest rate shown in the Policy Data, less any Surrender Penalty.

Calculation of minimum Cash Values and nonforfeiture benefits are based on the 2001 Commissioners Standard Ordinary Smoker or Nonsmoker Ultimate Mortality Tables for males or females, age nearest birthday. Deaths are assumed to occur at the end of the policy year.

As required, we have filed the method we used to compute minimum Cash Values and nonforfeiture benefits with the supervisory official of the jurisdiction in which the application for this policy was signed.

GENERAL PROVISIONS

Incontestability of the Policy -- Except for fraud or nonpayment of premiums, this policy will be incontestable after it has been in force during the Insured's lifetime for two years from the date of issue. This provision does not apply to any rider providing benefits specifically for disability or death by accident.

If the policy is rescinded for any contestable reason (e.g. material misrepresentation), we will be liable only for the amount of premiums paid, less any Partial Surrenders and any outstanding loans and loan interest due. The policy will be rescinded as of the Policy Date.

The Insured(s), Owner and Beneficiary(ies) are obligated to cooperate in any contestability investigation that the Company may conduct, including supplying the Company with necessary authorizations for medical and other information.

Amount We Pay is Limited in the Event of Suicide -- If the Insured dies by suicide, while sane or insane, within two years from the date of issue, we will be liable only for the amount of premiums paid, less any Partial Surrenders, loans and loan interest due.

Misstatement of Age or Sex in the Application -- If there is a misstatement of the Insured's Age or sex in the application, we will adjust the excess of the death benefit over the Accumulation Value to that which would be purchased by the most recent Monthly Deduction at the correct Age or sex. There will be no adjustment beyond the policy anniversary nearest the Insured's 120th birthday.

The Policy is our Entire Contract with You -- We have issued this policy in consideration of the application and your initial premium payment. A copy of the application is attached and is part of this policy. The policy, including the application and any endorsements and Riders, forms our entire contract with you. All statements made by or for the Insured will, in the absence of fraud, be considered representations and not warranties. We will not use any statement made by or for the Insured to deny a claim unless the statement is in the application and the application is attached to this policy when we issue or deliver the policy.

Who Can Make Changes in the Policy -- Only our President or a Vice President, together with our Secretary, have the authority to make any change in this policy. Any change must be in writing.

Termination of Insurance -- This policy will terminate at the earliest of:

1. the date of your Written Request to surrender or terminate; or
2. the date of Lapse.

No Dividends are Payable -- This is nonparticipating insurance. It does not participate in our profits or surplus. We do not distribute past surplus or recover past losses by changing the monthly deduction rates.

SETTLEMENT PROVISIONS

When the Insured dies while the policy is in force, we will pay the death benefit in a lump sum unless you or the Beneficiary choose a settlement option. You may choose a settlement option while the Insured is living. A Beneficiary may choose a settlement option after the Insured has died. The Beneficiary's right to choose will be subject to any settlement agreement in effect at the Insured's death.

You may also choose one of these options as a method of receiving the surrender proceeds, if any are available under this policy.

When we receive a satisfactory written request, we will pay the benefit according to one of these options:

Option A: Installments for a Guaranteed Period -- We will pay equal installments for a guaranteed period of from one to thirty years. Each installment will consist of part benefit and part interest. We will pay the installments monthly, quarterly, semi-annually or annually, as requested.

Option B: Installments for Life with a Guaranteed Period -- We will pay equal monthly installments as long as the payee is living, but we will not make payments for less than the guaranteed period the payee chooses. The guaranteed period may be either 10 years or 20 years. We will pay the installments monthly. See Table B on the last page

Option C: Benefit Deposited with Interest -- We will hold the benefit on deposit. It will earn interest at the annual interest rate we are paying as of the date of death or surrender. We will pay the earned interest monthly, quarterly, semi-annually or annually, as requested. The payee may withdraw part or all of the benefit and earned interest at any time.

Option D: Installments of a Selected Amount -- We will pay installments of a selected amount until we have paid the entire benefit and accumulated interest.

Option E: Annuity -- We will use the benefit as a single premium to buy an annuity. The annuity may be payable to one or two payees. It may be payable for life with or without a guaranteed period, as requested. The annuity payment will not be less than what our then current annuity contracts are then paying.

The payee may arrange any other method of settlement as long as we agree to it. The payee must be an individual receiving payment in his or her own right. There must be at least \$10,000 available for any option and the amount of each installment to each payee must be at least \$100. If the benefit amount is not enough to meet these requirements, we will pay the benefit in a lump sum.

We will pay the first installment under any option on the date of death or surrender, whichever applies. Any unpaid balance we hold under Options A, B or D will earn interest at the rate we are paying at the time of settlement. Any benefit we hold will be combined with our general assets.

If the payee does not live to receive all guaranteed payments under Options A, B, D or E or any amount deposited under Option C, plus any accumulated interest, we will pay the remaining benefit as scheduled to the payee's estate. The payee may name and change a successor payee for any amount we would otherwise pay the payee's estate.

TABLE B
Monthly Installment for Each \$1,000 Payable under Option B

Male Payee														
Guaranteed Period														
Age	10 Yrs.	20 Yrs.												
0	1.67	1.67	21	1.95	1.95	41	2.51	2.49	61	3.85	3.61	81	7.06	4.74
1	1.68	1.68	22	1.97	1.97	42	2.55	2.53	62	3.96	3.69	82	7.24	4.75
2	1.69	1.69	23	1.99	1.99	43	2.59	2.57	63	4.07	3.76	83	7.41	4.77
3	1.70	1.70	24	2.01	2.01	44	2.64	2.61	64	4.20	3.84	84	7.58	4.78
4	1.71	1.71	25	2.03	2.03	45	2.68	2.65	65	4.32	3.91	85	7.74	4.79
5	1.73	1.72	26	2.05	2.05	46	2.73	2.70	66	4.46	3.99	86	7.89	4.80
6	1.74	1.73	27	2.07	2.07	47	2.79	2.75	67	4.60	4.06	87	8.03	4.80
7	1.75	1.75	28	2.10	2.09	48	2.84	2.80	68	4.75	4.13	88	8.16	4.81
8	1.76	1.76	29	2.12	2.12	49	2.90	2.85	69	4.90	4.20	89	8.28	4.81
9	1.77	1.77	30	2.15	2.14	50	2.96	2.90	70	5.06	4.27	90	8.38	4.81
10	1.78	1.78	31	2.17	2.17	51	3.02	2.96	71	5.22	4.33	91	8.48	4.81
11	1.80	1.80	32	2.20	2.19	52	3.08	3.01	72	5.39	4.39	92	8.57	4.81
12	1.81	1.81	33	2.23	2.22	53	3.15	3.07	73	5.56	4.45	93	8.65	4.81
13	1.82	1.82	34	2.26	2.25	54	3.22	3.13	74	5.74	4.50	94	8.72	4.81
14	1.84	1.84	35	2.29	2.28	55	3.30	3.20	75	5.93	4.55	95	8.78	4.81
15	1.85	1.85	36	2.32	2.31	56	3.38	3.26	76	6.11	4.59	96	8.83	4.81
16	1.87	1.87	37	2.35	2.34	57	3.46	3.33	77	6.30	4.63	97	8.87	4.81
17	1.88	1.88	38	2.39	2.38	58	3.55	3.40	78	6.49	4.66	98	8.90	4.81
18	1.90	1.90	39	2.43	2.41	59	3.65	3.47	79	6.68	4.69	99	8.92	4.81
19	1.92	1.91	40	2.47	2.45	60	3.75	3.54	80	6.87	4.71	100	8.94	4.81
20	1.93	1.93												

Female Payee														
Guaranteed Period														
Age	10 Yrs.	20 Yrs.												
0	1.68	1.68	21	1.94	1.94	41	2.45	2.44	61	3.66	3.51	81	6.93	4.74
1	1.69	1.69	22	1.96	1.96	42	2.49	2.48	62	3.76	3.59	82	7.13	4.75
2	1.70	1.69	23	1.98	1.98	43	2.53	2.51	63	3.87	3.67	83	7.33	4.77
3	1.71	1.71	24	2.00	2.00	44	2.57	2.55	64	3.98	3.74	84	7.52	4.78
4	1.72	1.72	25	2.02	2.02	45	2.61	2.59	65	4.09	3.82	85	7.69	4.79
5	1.73	1.73	26	2.04	2.04	46	2.66	2.64	66	4.22	3.90	86	7.86	4.80
6	1.74	1.74	27	2.06	2.06	47	2.70	2.68	67	4.35	3.98	87	8.01	4.80
7	1.75	1.75	28	2.08	2.08	48	2.75	2.73	68	4.49	4.06	88	8.15	4.81
8	1.76	1.76	29	2.10	2.10	49	2.80	2.77	69	4.64	4.14	89	8.27	4.81
9	1.77	1.77	30	2.13	2.12	50	2.86	2.82	70	4.79	4.21	90	8.38	4.81
10	1.78	1.78	31	2.15	2.15	51	2.91	2.88	71	4.95	4.28	91	8.48	4.81
11	1.80	1.80	32	2.18	2.17	52	2.97	2.93	72	5.12	4.35	92	8.57	4.81
12	1.81	1.81	33	2.20	2.20	53	3.03	2.99	73	5.30	4.42	93	8.64	4.81
13	1.82	1.82	34	2.23	2.22	54	3.10	3.04	74	5.49	4.47	94	8.71	4.81
14	1.84	1.84	35	2.26	2.25	55	3.17	3.10	75	5.68	4.53	95	8.77	4.81
15	1.85	1.85	36	2.29	2.28	56	3.24	3.17	76	5.88	4.57	96	8.82	4.81
16	1.86	1.86	37	2.32	2.31	57	3.32	3.23	77	6.09	4.62	97	8.86	4.81
17	1.88	1.88	38	2.35	2.34	58	3.40	3.30	78	6.30	4.65	98	8.90	4.81
18	1.90	1.89	39	2.38	2.37	59	3.48	3.37	79	6.51	4.69	99	8.92	4.81
19	1.91	1.91	40	2.42	2.41	60	3.57	3.44	80	6.72	4.71	100	8.94	4.81
20	1.93	1.93												

Transamerica Life Insurance Company
Home Office: Cedar Rapids, IA 52499
Marketing Office: Los Angeles, CA 90051
Administrative Office: 4333 Edgewood Road N.E.
Cedar Rapids, IA 52499

POLICY FORM TACV
Individual Life Insurance

**Adjustable Life Insurance
Minimum Premium Requirement
Shown in the Policy Data
Flexible Premiums Payable Thereafter
During Life of the Insured Prior to the Policy Anniversary nearest Age 111
Subject to the Limitations Described
in the Premiums Provision**

**Death Benefits Payable at Death of Insured
Nonparticipating -- No Annual Dividends**

GUARANTEED INSURABILITY RIDER

Transamerica Life Insurance Company has issued this rider as a part of the policy to which it is attached.

Upon written application, we will issue additional insurance on the Insured on each option date, subject to the provisions of this rider. The maximum amount of additional insurance that we will issue on each option date is the "Maximum Amount Per Option" shown for this rider in the policy data.

Option Dates -- The policy anniversary nearest the date the Insured attains each age of 25, 28, 31, 34, 37, and 40 after the rider date of this rider will be a regular option date. The maximum number of such option dates will be the number of such anniversaries remaining at the date of this rider.

Alternate option dates will be:

1. The date the Insured is granted a baccalaureate or higher degree from a college or university fully accredited by the accrediting committee of the Regional Association for Schools and Colleges in which such college or university is located.
2. The date of marriage of the Insured
3. The date of birth of a child of the Insured.
4. The date of the final order of adoption of a child by the Insured.

If additional insurance is issued on an alternate option date, then such alternate option date will replace one of the regular option dates so that the number of option dates on which additional insurance is available does not exceed the maximum number of option dates. Only one alternate option date is granted with respect to multiple births or adoptions at the same time.

Deferment of the Option Dates -- If any option date occurs while the Insured is on active duty in the military, naval or air forces of any country, international organization or combination of countries or in any civilian non-combatant unit serving with such forces, such option date will be deferred to any date selected by the owner within one year after termination of active duty. A deferred option, however, will not be available beyond the policy anniversary nearest the Insured's age 40, or after this rider has terminated.

Application for Additional Insurance -- The Insured must be living when the written application for the additional insurance is made by the owner of this policy. The application must be submitted and the initial minimum premium paid to us within 31 days, before or after, a regular option date, or within 3 months after an alternate option date. Any additional insurance will become effective on the option date only if the Insured is then living and only if all conditions of this rider are met.

The additional insurance applied for may be any plan of level premium, level face amount whole life or endowment insurance offered by us at the option date subject to the minimum face amount allowed by us for the plan selected. At least one plan will be available for issue of the maximum amount per option shown in the policy data. Any amount not purchased on an option date cannot be used to increase the amount available on a subsequent option date.

The new policy will not include an option for additional insurance.

Waiver of Premium -- If this policy includes a waiver of premium benefit or a waiver provision rider and if the premium rate for the new policy is not greater than that for our non-participating whole life plan with premiums payable to at least age 95, a similar waiver benefit may be included in the new policy. The premium for such benefit will be at our published rate for the plan selected. We will use the Insured's age on the date the additional insurance is issued to determine this rate. The waiver benefit will be issued at the class of risk of this policy.

Premium Rates -- The premium for the new policy will be at our published rate at the time the additional insurance is issued. We will use the Insured's age on the date the new policy is issued to determine this rate. The new policy will be issued at the class of risk of this policy.

Automatic Termination -- This rider will automatically terminate:

1. if any premium remains unpaid after the end of the grace period, unless premiums are being paid under an automatic premium payment provision or the automatic loan provision; or
2. a) when, in the case of flexible premium policies, the policy is surrendered or continued under the Paid-up Life Non-Forfeiture Option (if applicable), or
b) when, in the case of fixed premium policies, the policy is surrendered or continued under any non-forfeiture option; or
3. if the policy matures or terminates; or
4. on policy anniversary nearest age 40 of the Insured, or when the maximum number of options have been exercised, whichever is sooner.

Incontestability -- In applying the Incontestability provision of the policy to this rider, the "date of issue" will be the date this rider is signed by us.

Continuation -- This rider may be continued on a new policy other than the one issued under this rider subject to the following rules:

1. The "maximum amount per option" must be less than or equal to the amount for this rider.
2. No additional option dates will become available because of the change in insurance.
3. The rates will be determined according to the original issue age for this policy.

Cancellation -- Upon written request by the owner of the policy, this rider may be cancelled on any premium due date.

No Dividends Are Payable -- This rider does not participate in our profits or surplus.

Consideration -- We have issued this rider in consideration of the application and payment of the premiums. A copy of the application is attached to the policy. In the case of flexible premium policies one-twelfth of the annual premium for the rider will be paid in the manner specified in the policy. In the case of fixed premium policies, the annual premium for this rider is shown in the policy data and is payable as provided by this policy. In either case, no premium for this rider will be payable after this rider terminates.

Rider Date -- The rider date of this rider will be the policy date of the policy unless a different rider date is shown here.

Signed for the Company at Los Angeles, California, and effective on the date the policy is issued unless a different effective date is shown here.



Secretary



President

TRANSAMERICA LIFE INSURANCE COMPANY

MODIFICATION OF POLICY PROVISIONS ENDORSEMENT

Transamerica Life Insurance Company has issued this endorsement as a part of the policy to which it is attached. **READ THIS ENDORSEMENT CAREFULLY.**

1. In the General Provisions of the policy, the provision entitled "Misstatement of Age or Sex in the Application" or "Misstatement of Age or Gender in the Application" is modified in its entirety to read as follows:

Misstatement of Age in the Application --

If there is a misstatement of the Insured's age in the application, we will adjust the excess of the death benefit over the policy's Accumulation Value to that which would be purchased by the most recent Monthly Deduction at the correct age. There will be no adjustment at the Insured's Age 121 or later.

2. In the policy, no differentiation by sex or gender will be made for rates and benefits. If male rates are shown in the Table of Death Benefit factors, they will apply to both males and females. Also, if there is a Table of Maximum Net Single Premiums for Paid-Up Life Insurance in the policy, the male rates will apply to both males and females.
3. In the Settlement Provisions, the female rates will apply to both males and females.

Signed for Transamerica Life Insurance Company at Los Angeles, California on the date of issue of the policy.



Secretary



President

SERFF Tracking Number: MWSG-125816360 *State:* Arkansas
Filing Company: Transamerica Life Insurance Company *State Tracking Number:* 40364
Company Tracking Number: 1-13005108
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: FPAL
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MWSG-125816360 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 40364
Company Tracking Number: 1-13005108
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: FPAL
Project Name/Number: /

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 09/15/2008

Comments:

Attachments:

AR Flesch Score TLIC.pdf
AR Regulation 19 Certification 08008.pdf
AR Regulation 49 Certification 08008.pdf
AR Bulletin 11-83 Certification 08008.pdf
AR Bulletin 11-88 Certification 08008.pdf
AR Regulation 34 Certification.pdf

Review Status:
Satisfied -Name: Application 09/15/2008

Comments:

Application form APA401008T, previously approved by your Department on June 30, 2008, will be used with the submitted policy.

Review Status:
Satisfied -Name: Authorization Letter 09/25/2008

Comments:

Attachment:

Transamerica Life Authorization Letter.pdf

Review Status:
Satisfied -Name: Statement of Variability 09/25/2008

Comments:

Attachment:

AR Statement of Variability.pdf

Review Status:
Satisfied -Name: Cover Letter dated 9-25-08 09/25/2008

SERFF Tracking Number: MWSG-125816360 *State:* Arkansas
Filing Company: Transamerica Life Insurance Company *State Tracking Number:* 40364
Company Tracking Number: 1-13005108
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: FPAL
Project Name/Number: /

Comments:

Attachment:

AR Cover Letter 9-25-08.pdf

TRANSAMERICA LIFE INSURANCE COMPANY

FLESCH READABILITY CERTIFICATION

<u>Form Number (may vary by state)</u>	<u>Flesch Score</u>
1-13011108	50.8
1-071 11-186	50.8
1-005 09-106	51.0

I certify that the machine scored Flesch Readability score(s) for the above mentioned form(s) is/are accurate.

Cheryl Bock, Assistant Vice President of Contract Development

TRANSAMERICA LIFE INSURANCE COMPANY
Home Office: Cedar Rapids, Iowa

REGULATION 19 CERTIFICATION

Policy Form: 1-18005108

We certify that, to the best of our knowledge and belief, this submission meets the provisions of Rule and Regulation 19 as well as all applicable requirements of the Insurance Division of the State of Arkansas.



Fred Alvarado, Manager
Contract Development

08/11/2008
Date



Cheryl Bock, Assistant Vice President
Contract Development

TRANSAMERICA LIFE INSURANCE COMPANY
Home Office: Cedar Rapids, Iowa

REGULATION 49 CERTIFICATION

Policy Form: 1-18005108

We certify that, for policies issued in Arkansas on the above-referenced policy form number, we will deliver the Life and Health Guaranty Fund Notice required by Regulation 49.



Fred Alvarado, Manager
Contract Development

08/11/2008

Date



Cheryl Bock, Assistant Vice President
Contract Development

TRANSAMERICA LIFE INSURANCE COMPANY
Home Office: Cedar Rapids, Iowa

BULLETIN 11-83 CERTIFICATION

Policy Form: 1-18005108

Transamerica Life Insurance Company ("the Company") of Cedar Rapids, Iowa does hereby consent and agree:

A. That all premium rates and/or cost bases, both "maximum" and "current or projected", used in relation to policy form number 1-18005108 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B. That where the policy is a flexible or indeterminate premium whole life policy that provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

TRANSAMERICA LIFE INSURANCE COMPANY



Fred Alvarado, Manager
Contract Development

08/11/2008
Date



Cheryl Bock, Assistant Vice President
Contract Development

TRANSAMERICA LIFE INSURANCE COMPANY
Home Office: Cedar Rapids, Iowa

BULLETIN 11-88 CERTIFICATION

Policy Form: 1-18005108

We certify that, for policies issued in Arkansas on the above-referenced policy form number, we will deliver the Consumer Information Notice required by Bulletin 11-88.



Fred Alvarado, Manager
Contract Development

08/11/2008

Date



Cheryl Bock, Assistant Vice President
Contract Development

CERTIFICATION OF COMPLIANCE WITH REGULATION 34

I, Cheryl Bock, Assistant Vice President of Contract Development, do hereby certify that policy form 1-13005108 is in compliance with Arkansas Rule and Regulation 34.

TRANSAMERICA LIFE INSURANCE COMPANY

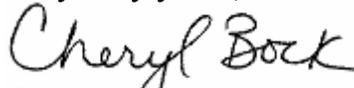
By Cheryl Bock
Cheryl Bock
Assistant Vice President of Contract Development

Date September 19, 2008

INSURANCE COMMISSIONER

This letter, or a copy thereof, will authorize Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to represent Transamerica Life Insurance Company in any matters related to the submission of policy forms to your state.

Very truly yours,



Cheryl Bock

Assistant Vice President of Contract Development

Statement of Variability
Standard Policy Form – 1-13011108
(form number may vary by state)

There are two types of text: (1) illustrative; and (2) variable.

Illustrative text includes:

1. The company's toll-free telephone number, website address, home office address, administrative office address, and marketing office address on the face page and on the last page.
2. The loan interest rate, the reinstatement interest rate, the insured's name, the owner's name, the policy date, the age of the insured, the gender of the insured, the policy number, and the date of issue on Policy Data page 2.
3. The Officers' Signatures and titles may change in the future on the face page.
4. The home office addresses in the Definitions on page 3.

Variable text is explained in this Statement of Variability.

1. The Face Amount on Policy Data page 2 will be the amount we approve.
2. The Minimum Initial Premium on page 2 is based on the amount of insurance the policy is for.
3. The Planned Periodic Premiums on Policy Data page 2 will be the frequency the owner chooses on the application.
4. The Required Premium per Year for the Base Policy and/or The Required Premium per Year for the Base Policy and all Additional Riders depends on the coverage the owner chooses.
5. The Class of Risk on Policy Data page 2 will be one of the following classes, depending on the insured's underwriting status:

Preferred Plus
Preferred Nonsmoker
Standard Plus
Standard Nonsmoker
Preferred Smoker
Standard Smoker
Nonsmoker
Smoker

We certify that we will limit any change or modification to new issues of the policy. We certify that we will not apply any change or modification to in force policies.



Cheryl Bock, Assistant Vice President

9/4/2008

MITCHELL || WILLIAMS

DOAK FOSTER
DIRECT DIAL: 501-688-8841
E-MAIL: DFOSTER@MWSGW.COM

425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201-3525
TELEPHONE 501-688-8800
FAX 501-688-8807

September 25, 2008

The Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attention: Mr. Dan Honey
Director, Life and Health

RE: TRANSAMERICA LIFE INSURANCE COMPANY

(NAIC #468-86231; FEIN 39-0989781)

- Flexible Premium Adjustable Life Insurance Policy (Form No. 1-13005108)
- Guaranteed Insurability Rider (Form No. 1-071 11-186)
- Modification of Policy Provisions Endorsement (Form No. 1-005 09-106)

SERFF Tracking No. MWSG-125816360

Dear Commissioner Bowman:

On behalf of our client, Transamerica Life Insurance Company (the “Company”), we are enclosing the above referenced forms for your review and approval. These forms are new and are not intended to replace any previously approved forms. Also enclosed are the following:

1. The Company’s letter authorizing Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to make this filing on the Company’s behalf;
2. Actuarial Memoranda and supporting documentation;
3. A Statement of Variability;
4. A Flesch score certification;
5. Regulation 19 Certification;
6. Regulation 49 Certification;
7. Regulation 11-83 Certification;
8. Bulletin 11-88 Certification; and

9. Regulation 34 Certification.

The filing fee of \$ \$50.00 is being sent to you via EFT.

These forms have been submitted in the final printed format in which they will be distributed to Insureds. These forms are subject to only minor modifications in paper size and stock, ink, border, Company logo, Company address, adaptation to computer printing, and Officers' signatures. They have been submitted to Iowa, the domiciliary state, as part of a larger Interstate Compact filing and are currently pending.

These forms do not contain any unusual or possibly controversial items or provisions that deviate from normal company or industry standards.

Flexible Premium Adjustable Life Insurance Policy – This is a non-participating, flexible premium universal life plan with Required Annual Premiums (RAP) for the first five policy years. Premiums are flexible as long as the policy owner meets the cumulative RAP commitment. The policy guarantees the death benefit if certain requirements are satisfied. If the policy's net cash value becomes insufficient to allow the policy to remain in-force, the policy will not enter the Grace Period, and the death benefit will continue as long as the Policy Threshold (less any outstanding loans) does not go below zero.

Issue ages for the policy will be based on age nearest birthday. The issue ages will be 0 to 75. However, for ages 0 to 15, the available risk class will be Standard Nonsmoker. For issue ages 16 to 75, all of the risk classes will be available. There will be no maturity date.

The policy will be based on the 2001 CSO ultimate, age-nearest-birthday, sex-distinct, smoker-distinct tables. Premium payments and current and guaranteed Monthly Deductions end at the policy anniversary nearest age 111.

This policy will be marketed through the Company's agent field force and is designed for clients who desire and will benefit from the purchase of a flexible premium adjustable life insurance policy. The Company will market this product to the general public. The policy will be marketed with an illustration.

Guaranteed Insurability Rider – This rider provides future options to purchase additional insurance at standard rates without additional evidence of insurability. The rider is not available to substandard or table-rated risks. Premiums are payable to the policy anniversary nearest age 40.

Modification of Policy Provision Endorsement – This is an endorsement that modifies the General Provision of the policy entitled "Misstatement of Age or Sex in Application". This Endorsement will be provided to policyholders upon your approval. This form is for clarification purposes only.

The Honorable Julie Benafield Bowman
September 25, 2008
Page 3

Application form APA401008T previously approved by your Department on June 3, 2008, will be used with the captioned forms.

Previously approved No-Lapse Guarantee Endorsement, form 1-003 11-107, may also be used with this product. Accordingly, an addendum to the actuarial memorandum related specifically to this endorsement is included in this filing.

To the best of the Company's knowledge, information and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state, and such forms contain no provisions previously disapproved by your Department.

If you have any questions or need anything further to expedite the review and approval of this filing, please contact me at (501) 688-8841 or my paralegal, June Stracener at (501) 370-4225. Thank you for your courtesy and assistance in the review of this filing.

Very truly yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By


Doak Foster *by BJD*

DF:aj
Enclosures
cc: Mr. Fred Alvarado
Ms. Joanne Nolte