

SERFF Tracking Number: MCHX-125901718 State: Arkansas  
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 40844  
 Company Tracking Number: IPUL 5 100 (ED. 08-0)  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: IPUL 5 100 (Ed.08-08) - Harleysville UL  
 Project Name/Number: IPUL 5 100 (Ed.08-08) - Harleysville UL / IPUL 5 100 (Ed.08-08) - Harleysville UL

## Filing at a Glance

Company: Harleysville Life Insurance Company

Product Name: IPUL 5 100 (Ed.08-08) - Harleysville UL SERFF Tr Num: MCHX-125901718 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 40844  
Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: IPUL 5 100 (ED. 08-0) State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: SPI McHughConsulting Disposition Date: 11/18/2008

Date Submitted: 11/13/2008 Disposition Status: Approved

Implementation Date Requested: 12/11/2008 Implementation Date:

State Filing Description:

## General Information

Project Name: IPUL 5 100 (Ed.08-08) - Harleysville UL  
 Project Number: IPUL 5 100 (Ed.08-08) - Harleysville UL  
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending  
 Date Approved in Domicile:  
 Domicile Status Comments: Filed concurrently  
 in PA - Domicile State

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/18/2008

State Status Changed: 11/18/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

HARLEYSVILLE LIFE INSURANCE COMPANY

NAIC # 64327, FEIN # 23-1580983

Individual Universal Life Filing

*SERFF Tracking Number:* MCHX-125901718 *State:* Arkansas  
*Filing Company:* Harleysville Life Insurance Company *State Tracking Number:* 40844  
*Company Tracking Number:* IPUL 5 100 (ED. 08-0  
*TOI:* L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life  
Adjustable Life  
*Product Name:* IPUL 5 100 (Ed.08-08) - Harleysville UL  
*Project Name/Number:* IPUL 5 100 (Ed.08-08) - Harleysville UL /IPUL 5 100 (Ed.08-08) - Harleysville UL

IPUL 5 100 (Ed. 08-08) - Flexible Premium Adjustable Life Insurance Policy

IPUL 5 100 (Ed. 08-08) - Policy Schedule Pages

LFEA-165 (Ed. 08-08) - Aviation Exclusion Rider

LFEA-138 (Ed. 08-08) - Contact Information Form

LFUL-456 (Ed. 6-00) - Arkansas Guaranty Association Notice

Actuarial Memorandum

McHugh Consulting Resources, Inc. has been requested to file the attached forms on behalf of Harleysville Life Insurance Company. We respectfully attach an authorization letter for your files.

We are attaching the above-captioned filing for your review and approval for Harleysville Life Insurance Company. These forms are new and are not intended to replace any existing forms currently on file with your Department. Policy Form IPUL 5 100 (Ed. 08-08) is a flexible premium adjustable life insurance policy that includes the following information:

- " Conversion to the 2001 CSO Mortality Table
- " Extension of Maturity Age to 120

This is an illustrated product and will be marketed through Harleysville's current distribution system of independent agents. Please refer to the actuarial memorandum for issue age information and further details.

Application Form LFOA-115 (Ed. 05-04) will be used in conjunction with this product and has been previously approved by your Department on 7/9/04.

Aviation Exclusion Rider Form LFEA-165 (Ed. 08-08) is substantially similar to Form LFEA-165 (Ed. 05-04) previously approved by your Department on 7/28/04. The only difference is that it has been revised to remove the reference to the 1980 CSO Mortality Table and now states that "The reserve is computed as specified in the Basis of Calculations shown in the Policy Schedule of Your Policy." Also it has been reformatted to be consistent with the Company's other forms. This Rider is being filed for general use with any approved individual life insurance products that Harleysville Life offers.

The other previously approved Riders available with this product are on file with your Department.

SERFF Tracking Number: MCHX-125901718 State: Arkansas  
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 40844  
 Company Tracking Number: IPUL 5 100 (ED. 08-0)  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: IPUL 5 100 (Ed.08-08) - Harleysville UL  
 Project Name/Number: IPUL 5 100 (Ed.08-08) - Harleysville UL / IPUL 5 100 (Ed.08-08) - Harleysville UL

This filing is being submitted concurrently to Harleysville's domicile state of Pennsylvania.

Attached are any required certifications, transmittal forms and/or filing fees.

We trust the attached is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if we may provide any additional information, please do not hesitate to contact the undersigned. Thank you for your consideration in this matter.

## Company and Contact

### Filing Contact Information

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

Diane Gould, Compliance Assistant mcr@mchughconsulting.com  
 McHugh Consulting Resources (215) 230-7960 [Phone]  
 Doylestown, PA 18901 (215) 230-7961[FAX]

### Filing Company Information

Harleysville Life Insurance Company	CoCode: 64327	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type: Life
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 393-6118 ext. [Phone]	FEIN Number: 23-1580983	

-----

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Life Insurance Company	\$50.00	11/13/2008	23899958

SERFF Tracking Number: MCHX-125901718 State: Arkansas  
Filing Company: Harleysville Life Insurance Company State Tracking Number: 40844  
Company Tracking Number: IPUL 5 100 (ED. 08-0  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: IPUL 5 100 (Ed.08-08) - Harleysville UL  
Project Name/Number: IPUL 5 100 (Ed.08-08) - Harleysville UL /IPUL 5 100 (Ed.08-08) - Harleysville UL

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/18/2008	11/18/2008

*SERFF Tracking Number:* MCHX-125901718      *State:* Arkansas  
*Filing Company:* Harleysville Life Insurance Company      *State Tracking Number:* 40844  
*Company Tracking Number:* IPUL 5 100 (ED. 08-0)  
*TOI:* L09I Individual Life - Flexible Premium      *Sub-TOI:* L09I.001 Single Life  
Adjustable Life  
*Product Name:* IPUL 5 100 (Ed.08-08) - Harleysville UL  
*Project Name/Number:* IPUL 5 100 (Ed.08-08) - Harleysville UL / IPUL 5 100 (Ed.08-08) - Harleysville UL

## **Disposition**

Disposition Date: 11/18/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-125901718 State: Arkansas  
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 40844  
 Company Tracking Number: IPUL 5 100 (ED. 08-0)  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: IPUL 5 100 (Ed.08-08) - Harleysville UL  
 Project Name/Number: IPUL 5 100 (Ed.08-08) - Harleysville UL / IPUL 5 100 (Ed.08-08) - Harleysville UL

Item Type	Item Name	Item Status	Public Access
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Form Listing		Yes
Supporting Document	Actuarial Memorandum, Actuarial Memorandum - Appendix A, Actuarial Memorandum - Appendix B, Actuarial Memorandum - Appendix C, Actuarial Memorandum - Appendix D, Actuarial Memorandum - Appendix E, Actuarial Memorandum - Appendix F		No
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Aviation Exclusion Rider		Yes
Form	Contact Information Form		Yes
Form	Arkansas Guaranty Association Notice		Yes

SERFF Tracking Number: MCHX-125901718 State: Arkansas  
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 40844  
 Company Tracking Number: IPUL 5 100 (ED. 08-0  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: IPUL 5 100 (Ed.08-08) - Harleysville UL  
 Project Name/Number: IPUL 5 100 (Ed.08-08) - Harleysville UL /IPUL 5 100 (Ed.08-08) - Harleysville UL

## Form Schedule

Lead Form Number: IPUL 5 100 (Ed. 08-08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IPUL 5 100 (Ed. 08-08)	Policy/Cont	Flexible Premium ract/Fratern al Insurance Certificate	Initial		59	IPUL 5 100 (Ed_ 08- 08).PDF
	LFEA-165 (Ed. 08-08)	Certificate	Aviation Exclusion Amendmen t, Insert Page, Endorseme nt or Rider	Initial		61	LFEA-165 (Ed_ 08-08) .PDF
	LFEA-138 (Ed. 08-08)	Other	Contact Information Form	Initial		0	LFEA-138 (Ed_ 08- 08).PDF
	LFUL-456 (Ed. 6-00)	Other	Arkansas Guaranty Association Notice	Initial		0	LFUL-456 (Ed_ 6- 00).PDF



**Harleysville Life Insurance Company**  
[355 Maple Avenue – Harleysville, PA 19438-2297  
Tel 800.222.1981 – www.harleysvillelife.com]

**Thank you for choosing Harleysville Life Insurance Company.**  
**For Inquiries, Information and Resolution of Complaints, please call: [1-800-222-1981]**

We will pay the Death Benefit proceeds to the Beneficiary if the Insured dies prior to the Maturity Date and while this Policy is in force. Payment will be made after We receive proof of the Insured’s death. All payments are governed by the provisions of this Policy.

We will pay the Net Cash Value of this Policy, if any, to the Owner on the Maturity Date if the Insured is living on that date.

**TWENTY DAY RIGHT TO EXAMINE POLICY**

We urge You to examine this Policy closely. If, for any reason within twenty days after receiving this Policy, You are not satisfied, You may return it to Us. Return of the Policy will void the Policy from the beginning. We will refund to You any premium paid.

We issue this Policy in consideration of the attached application and the payment of the first premium. The first premium must be paid on or before delivery of the Policy.

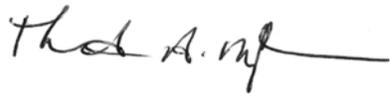
Your Policy is nonparticipating, and therefore, we will not pay dividends on Your Policy from Our surplus or profits. Any adjustments in the Cost of Insurance Charge or interest rates are determined and redetermined prospectively only. We will not recoup prior losses by means of such adjustment.

All provisions included in this and the following pages are part of the Policy.

We have signed this Policy at the Home Office, Harleysville, Pennsylvania on the Date of Issue.

[]

[Robert A. Kauffman]  
Director and Secretary

[]

[Theodore A. Majewski]  
President and Chief Operating Officer

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

Death Benefit payable at death prior to the Maturity Date.

Adjustable Death Benefit.

Flexible premium payable during the lifetime of the Insured until Maturity Date.

The Policy Schedule, Premiums, and the Premium Class are shown on page 3.

NONPARTICIPATING (No Dividends Payable)

**READ YOUR POLICY CAREFULLY**

---

**TABLE OF CONTENTS**

---

<b>POLICY SCHEDULE</b> .....	3
<b>DEFINITIONS</b> .....	4
<b>GENERAL PROVISIONS</b> .....	5
The Contract.....	5
Incontestability.....	5
Suicide .....	5
Ownership and Beneficiary.....	5
Misstatement of Age or Gender .....	5
Assignment .....	5
Nonparticipation .....	5
Termination.....	5
Reinstatement.....	6
Conformity with Laws .....	6
Policy Settlements.....	6
Annual Report.....	6
Projection Report .....	6
<b>DEATH BENEFIT PROVISION</b> .....	6
Death Benefit .....	6
Minimum Death Benefit .....	6
Death Benefit Options.....	7
Changes in Specified Amount.....	7
Changes in Death Benefit Option .....	7
<b>PREMIUM PROVISION</b> .....	8
Premiums .....	8
Planned Periodic Premium.....	8
No-Lapse Guarantee .....	8
Continuation of Insurance.....	8
Grace Period.....	8
<b>POLICY VALUES</b> .....	9
Cash Value.....	9
Net Cash Value .....	9
Guaranteed Interest Rate.....	9
Monthly Deduction.....	9
Cost of Insurance Charge.....	9
Cost of Insurance Rate.....	9
<b>SURRENDER PROVISION.</b> .....	10
Surrender Charge .....	10
Surrender Value .....	10
Surrender.....	10
Partial Surrender .....	10
<b>POLICY LOANS PROVISION</b> .....	10
Policy Loans .....	10
Loan Interest .....	11
Loan Repayment .....	11
<b>SETTLEMENT OPTIONS</b> .....	11
<b>DESCRIPTION OF SETTLEMENT OPTIONS</b> .....	11

Followed by any Endorsements and additional Benefit Riders.  
This is a legal Contract between You and Us.

**POLICY SCHEDULE**

**POLICY BENEFITS**

	<b>Amount</b>	<b>Monthly Cost of Insurance Rate</b>	<b># Years Payable</b>
<b>Flexible Premium Adjustable Life</b>	[100,000]	See Page 3[D]	[85]
Death Benefit Option [1]			

**PREMIUM AMOUNTS**

Initial Premium -	[\$713.04]		
Planned Periodic Premium -	[\$713.04]		
Planned Payment Interval- [Annual]		Premium Payment Period To:	[4/6/2093]

**NO-LAPSE GUARANTEES**

No-Lapse Guarantee Minimum Monthly Premium -	[\$59.42]	
No-Lapse Guarantee Minimum Monthly Premium Expiration Date-		[4/6/2093]
No-Lapse Guarantee Period- [85] Years		

As long as the No-Lapse Guarantee Minimum Monthly Premium requirements are met, this premium guarantees that the Policy will not terminate prior to the Expiration Date shown above. See the No-Lapse Guarantee Provision on Page [8].

**RIDERS AND EXCLUSIONS - See Page 3[A]**

Assuming that you have paid the cumulative No-Lapse Minimum Premium through the Minimum Monthly Premium Expiration Date, the additional amount required to be paid at the end of the No-Lapse Guarantee Period to keep the Policy from entering the Grace Period is \$[0]. This amount assumes continuation of the Specified Amount, payment of the No-Lapse Guarantee Minimum Monthly Premium and no Policy Loans or Partial Surrenders.

The Initial and Planned Periodic Premiums are not sufficient to provide for benefits beyond policy year [85] month [N/A] unless interest credited or Cost of Insurance Rates assessed are more favorable than those guaranteed in the policy.

**\*\*\*\*\*DISCLOSURE STATEMENT\*\*\*\*\***

**IT IS POSSIBLE THAT COVERAGE WILL EXPIRE PRIOR TO THE MATURITY DATE OF THE CONTRACT WHERE EITHER NO PREMIUMS ARE PAID OR PREMIUMS ARE NOT SUFFICIENT TO CONTINUE COVERAGE TO THE MATURITY DATE. THERE MAY BE LITTLE OR NO CASH VALUE TO BE PAID ON THE MATURITY DATE.**

\*\*\*\*\*

Policy Number - [MPNS99]	Specified Amount - [\$100,000]
Date of Issue- [4/7/2008]	Minimum Specified Amount - [\$25,000]
Maturity Date- [4/7/2093]	Monthly Date - [07]
Effective Date of Schedule- [4/7/2008]	
Insured- [John Doe]	Issue Age - [35]
Insured Rate Class- [Preferred Non-Tobacco]	Sex - [M]

Owner - [John Doe]

Beneficiary - as stated in the application for this Policy unless changed in accordance with Policy Provisions.

**POLICY NUMBER:** [MPNS99]

**EFFECTIVE DATE OF SCHEDULE:**

[4/7/2008]

**IPUL 5 100 (Ed. 08-08)**

PAGE 3

**POLICY SCHEDULE (CONTINUED)**

**RIDERS AND EXCLUSIONS:**

	<b>Amount</b>	<b>Monthly Cost of Insurance Charge</b>	<b># Years Payable</b>
Accelerated Living Benefit	See Rider	None	[85]
Preferred Loan	See Rider	None	[85]
[Primary Insured]	[\$XX,XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit]	[\$X,XXX,XXX]	See page 3[X]	[XX]
[Children's Level Term Insurance Benefit]	[XX] units	\$[3.00]	[XX]
[Cost of Living]	See Rider	See page 3[X]	[XX]
[Total Disability Premium Payment]	[\$X,XXX]	See page 3[X]	[XX]
[Waiver of Monthly Deduction]	See Rider	See page 3[X]	[XX]
[Scheduled Increase Option]	[\$XX,XXX]	[\$XXX.XX]	[XX]
[Aviation Exclusion]	None	None	[XXX]
[Other Insured-1]	[\$XX,XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit-Other Insured-1]	[\$XXX,XXX]	See page 3[X]	[XX]
[Aviation Exclusion-Other Insured-1]	None	None	
[Other Insured-2]	[\$XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit-Other Insured-2]	[\$XXX,XXX]	See page 3[X]	[XX]
[Aviation Exclusion-Other Insured-2]	None	None	
[Other Insured-3]	[\$XX,XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit-Other Insured-3]	[\$XXX,XXX]	See page 3[X]	[XX]
[Aviation Exclusion-Other Insured-3]	None	None	

**EXPENSE CHARGES**

Percentage of Premium Expense Charge [4.00%] of premiums paid all years  
 Monthly Expense Charge - [ \$6.00] per month all years

**SURRENDER CHARGE FOR INITIAL SPECIFIED AMOUNT**

<b>Policy Year</b>	<b>Charge</b>	<b>Policy Year</b>	<b>Charge</b>	<b>Policy Year</b>	<b>Charge</b>
1	[1,383.00]	5	[1,383.00]	9	[831.00]
2	1,383.00	6	1,246.00	10	665.00
3	1,383.00	7	1,107.00	11	344.00
4	1,383.00]	8	969.00]	12	100.00]

The Partial Surrender Amount cannot be less than [\$500.00] and cannot reduce the Net Cash Value below [\$1,000.00].  
 Partial Surrender Fee - [\$25.00]  
 Projection Report Administration Fee - [\$25.00]  
 Administration Fee for Accelerated Living Benefit - [\$0.00]

**POLICY VALUES AND INTEREST RATES**

Guaranteed Interest Rate - annual rate compounded daily for an effective rate of 3.00%  
 Monthly Interest Rate Factor - 0.2466270%  
 The Monthly Interest Rate Factor is used in calculating the Cost of Insurance Charge as described on page [9] of the Policy.  
 Maximum Loan Interest Rate charged on Loan Amount - 5.00% in arrears  
 Interest Rate on Death Benefits - [3.00%]

**BASIS OF CALCULATIONS**

Minimum Cash Values, Surrender Values, and reserves for the Policy are based on the 2001 Commissioners' Standard Ordinary Mortality Table, tobacco and non-tobacco, Age Last Birthday, and interest at 3.00% compounded annually. Values are the same or greater than the minimum set by the laws where the application was signed. Where required, We have filed a detailed statement about this with the state insurance department. It shows the figures and methods used.

**POLICY NUMBER:** [MPNS99]  
**IPUL 5 100 (Ed. 08-08)**

**EFFECTIVE DATE OF SCHEDULE:** [4/7/2008]  
 PAGE 3[A]

**POLICY SCHEDULE (CONTINUED)**  
**SETTLEMENT OPTION TABLE**  
**Per \$1,000 of Proceeds Settled**

**Option 1 - Interest Only**

Minimum Interest Rate 2.00%

**Option 2 - Income for Specified Period**

Years	Payment	Years	Payment
5	[17.34	18	[5.61
6	14.59	19	5.36
7	12.63	20	5.14
8	11.18	21	4.94
9	10.06	22	4.76
10	9.18	23	4.60
11	8.44	24	4.45
12	7.82	25	4.31
13	7.31	26	4.18
14	6.87	27	4.06
15	6.49	28	3.95
16	6.17	29	3.85
17	5.88]	30	3.76]

**Option 3 - Life Income\***

**Life Income with 10 Years Certain**

**Life Income Only**

Age	Male	Female									
50	[3.26	3.03	68	[5.06	4.63	50	[3.28	3.04	68	[5.30	4.74
51	3.32	3.09	69	5.22	4.77	51	3.34	3.10	69	5.49	4.90
52	3.39	3.15	70	5.37	4.92	52	3.41	3.16	70	5.69	5.08
53	3.46	3.21	71	5.53	5.08	53	3.49	3.22	71	5.91	5.27
54	3.53	3.27	72	5.70	5.25	54	3.56	3.29	72	6.14	5.47
55	3.61	3.34	73	5.87	5.42	55	3.64	3.36	73	6.39	5.69
56	3.69	3.41	74	6.04	5.60	56	3.73	3.43	74	6.65	5.93
57	3.78	3.48	75	6.22	5.79	57	3.82	3.51	75	6.93	6.19
58	3.87	3.56	76	6.40	5.98	58	3.92	3.59	76	7.23	6.46
59	3.96	3.64	77	6.59	6.18	59	4.02	3.67	77	7.56	6.76
60	4.06	3.73	78	6.77	6.39	60	4.13	3.76	78	7.90	7.09
61	4.17	3.82	79	6.95	6.59	61	4.24	3.86	79	8.27	7.44
62	4.28	3.92	80	7.13	6.80	62	4.37	3.96	80	8.67	7.81
63	4.39	4.02	81	7.31	7.01	63	4.50	4.07	81	9.09	8.22
64	4.52	4.13	82	7.48	7.21	64	4.64	4.19	82	9.54	8.67
65	4.64	4.24	83	7.65	7.41	65	4.79	4.31	83	10.03	9.15
66	4.78	4.37	84	7.81	7.60	66	4.94	4.45	84	10.55	9.68
67	4.92	4.49]	85	7.97	7.78]	67	5.11	4.59]	85	11.11	10.24]

\* Rates for ages not shown are available upon request.

**Basis of Settlement Options:** Payments under the Option Tables are based on [2.00%] interest and the Annuity 2000 Mortality Table with 10 Years Projected using Projected Scale G.

**POLICY SCHEDULE (CONTINUED)**

**ILLUSTRATION OF GUARANTEED MINIMUM BENEFITS AND VALUES, BASED UPON PLANNED BENEFITS AND PREMIUMS SET FORTH ON PAGES 3 AND 3[A].**

<b>END OF POLICY YEAR</b>	<b>AGE</b>	<b>PLANNED PREMIUM</b>	<b>MINIMUM DEATH BENEFIT</b>	<b>MINIMUM CASH VALUE</b>	<b>MINIMUM SURRENDER VALUE</b>
1	[36	[\$713.04	100,000	523	0
2	37	713.04	100,000	1,050	0
3	38	713.04	100,000	1,594	211
4	39	713.04	100,000	2,143	760
5	40	713.04	100,000	2,697	1,314
6	41	713.04	100,000	3,257	2,011
7	42	713.04	100,000	3,823	2,716
8	43	713.04	100,000	4,395	3,426
9	44	713.04	100,000	4,963	4,132
10	45	713.04	100,000	5,537	4,872
11	46	713.04	100,000	6,107	5,763
12	47	713.04	100,000	6,672	6,572
13	48	713.04	100,000	7,234	7,234
14	49	713.04	100,000	7,802	7,802
15	50	713.04	100,000	8,368	8,368
16	51	713.04	100,000	8,930	8,930
17	52	713.04	100,000	9,488	9,488
18	53	713.04	100,000	10,022	10,022
19	54	713.04	100,000	10,531	10,531
20	55]	713.04	100,000	11,014	11,014
	<b>Age [60]</b>	713.04	100,000	12,759	12,759
	<b>Age [65]</b>	713.04	100,000	12,583	12,583
	<b>Age [70]</b>	713.04	100,000	8,586	8586]

**POLICY SCHEDULE (CONTINUED)**

**GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATE PER \$1,000  
FOR THE INSURED**

<b>AGE</b>	<b>RATE</b>								
[35	0.09	55	0.49	75	3.59	95	27.07	115	83.33
36	0.10	56	0.54	76	3.97	96	29.09	116	83.33
37	0.10	57	0.60	77	4.42	97	31.31	117	83.33
38	0.11	58	0.65	78	4.95	98	33.75	118	83.33
39	0.12	59	0.71	79	5.55	99	36.43	119	83.33]
40	0.13	60	0.79	80	6.22	100	39.08		
41	0.14	61	0.88	81	6.96	101	41.51		
42	0.15	62	0.99	82	7.74	102	44.18		
43	0.17	63	1.11	83	8.61	103	47.11		
44	0.18	64	1.23	84	9.59	104	50.33		
45	0.20	65	1.36	85	10.69	105	53.87		
46	0.22	66	1.50	86	11.92	106	57.80		
47	0.24	67	1.63	87	13.28	107	62.19		
48	0.25	68	1.78	88	14.74	108	67.13		
49	0.27	69	1.94	89	16.31	109	72.70		
50	0.29	70	2.14	90	17.90	110	79.05		
51	0.31	71	2.37	91	19.50	111	83.33		
52	0.35	72	2.64	92	21.21	112	83.33		
53	0.39	73	2.93	93	23.05	113	83.33		
54	0.43	74	3.24	94	25.04	114	83.33		

**POLICY NUMBER:** [MPNS99]  
**IPUL 5 100 (Ed. 08-08)**

**EFFECTIVE DATE OF SCHEDULE:** [4/7/2008]  
PAGE 3[D]

**POLICY SCHEDULE (CONTINUED)  
DEATH BENEFIT FACTOR TABLE**

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

---

## DEFINITIONS

---

The following are key words used in this Policy. They are important in describing both Your rights and Ours. When they are used, they are capitalized. As You read Your Policy, refer back to these definitions.

**AGE** - The Insured's Age at the Insured's last birthday.

**CERTIFICATE OF POLICY ENDORSEMENT** - Is an endorsement issued by Us to You which reflects any changes to Policy benefits and may result in a revised Policy Schedule.

**DATE OF ISSUE** - The date the Policy is issued. We will use this date to determine the start of the suicide and incontestability periods.

**EFFECTIVE DATE OF SCHEDULE** - Is the effective date of coverage.

**INDEBTEDNESS** - The total amount of any unpaid Policy loans plus unpaid Policy loan interest.

**INSURED** - The person whose life is insured under this Policy as shown on the Policy Schedule.

**MATURITY DATE** - The Maturity Date is shown on the Policy Schedule. On the Maturity Date, this Policy will be terminated and You will receive the Net Cash Value, if any.

**MONTHLY DATE** - The same day of each month as the Policy Anniversary.

**NOTICE TO US** - Information We have received at Our Home Office which is written, signed by You, and is acceptable to Us.

**POLICY ANNIVERSARY** - The same date each year as the Date of Issue of this Policy.

**POLICY SCHEDULE** - The specifications for Your Policy and can be found starting on page 3.

**PROOF** - Evidence satisfactory to Us for insurability or for other matters which require proof.

**SPECIFIED AMOUNT** - The amount shown in the Policy Schedule and is the amount upon which Death Benefits are calculated. The Minimum Specified Amount is also shown in the Policy Schedule.

**WE, OUR, US** - Harleysville Life Insurance Company.

**YOU, YOUR** - The Owner of this Policy. The Owner may or may not be the Insured. The Owner is shown in the application, unless later changed.

---

## GENERAL PROVISIONS

---

**THE CONTRACT** - This is Your Policy. The entire Contract consists of: this Policy; any attached riders, endorsements or amendments; the application; and any supplemental applications. All statements contained in the application shall, in the absence of fraud, be deemed representations and not warranties. Any applications for modifications to this Policy, which are based on additional evidence of insurability, shall be attached to this Policy in order to become part of the Contract.

Only Our President, Vice President or Our Secretary may modify this Policy, waive any of its conditions or make an agreement for Us.

**INCONTESTABILITY** - We will not contest this Policy after it has been in force during the lifetime of the Insured for two years from its Date of Issue or Reinstatement. We will not contest any increased benefit after it has been in force during the lifetime of the Insured for two years from the effective date of such increase.

**SUICIDE** - If the insured commits suicide, while sane or insane, within two years from the Date of Issue, We will limit our payment to the premiums paid prior to death, less any Indebtedness and less any Partial Surrenders. If the Insured commits suicide, while sane or insane, within two years from the effective date of any increase in benefit, We will limit Our payment on any increase in benefit to the Cost of Insurance Charges for such increase.

**OWNERSHIP AND BENEFICIARY** - This Policy belongs to You. Unless You provide otherwise by written request, You exercise all rights and privileges in Your Policy while the Insured is living. If You are not the Insured and You die, Your estate will be the Owner unless otherwise provided. The Beneficiary is named in the application, unless a later change is shown in Our records. We will pay the proceeds to the Beneficiary. If You have not named a Beneficiary or the Beneficiary is not alive, You or Your estate will be the Beneficiary.

You may change the Owner or Beneficiary by written request. You must make this change while the Insured is alive. The change will take effect on the date the request is signed by You. The change is subject to:

1. The rights of any assignee of which We have been notified.
2. Any payment made or other action taken by Us before Our receipt of Your request.

**MISSTATEMENT OF AGE OR GENDER** - Age in this Policy means the Age of the Insured on the Insured's last birthday. If there is an error in the Age or Gender of the Insured, the Death Benefit shall be adjusted to the amount which would have been purchased at the correct Age or Gender in consideration of the most recent Cost of Insurance Charge. We shall not make any retrospective recalculations to the Cash Value or Surrender Value. We may adjust future Monthly Deductions to reflect the corrected Age or Gender.

**ASSIGNMENT** - You may assign Your Policy while the Insured is alive. We will not be bound by the assignment until the original has been filed at Our Home Office. When it is filed, it will affect Your rights and the rights of any Beneficiary. We are not responsible for the validity of any assignment.

**NONPARTICIPATION** - We do not pay dividends on Your Policy from Our surplus or profits.

**TERMINATION** - The Policy will terminate and all insurance will stop:

1. on the Date You request it by Notice to Us; or
2. when the Insured dies; or
3. when the Policy matures; or
4. when a Policy Loan plus Loan Interest exceeds the Surrender Value in accordance with the Loan Repayment provision; or
5. when the Policy lapses.

A lapse occurs when a needed premium or Loan repayment is not paid by the end of the Grace Period.

---

## GENERAL PROVISIONS (CONTINUED)

---

**REINSTATEMENT** - You may put this Policy back in force by Notice to Us if:

1. The Policy lapsed; and
2. The Insured gives Us proof of insurability; and
3. The notice is received within five years of the termination date.

The effective date of the Reinstatement will be the date the Application for Reinstatement is approved by Us. The amount of premium needed to reinstate the Policy is payment sufficient to keep the Policy in force for three months. You must pay or reinstate any Indebtedness.

The No-Lapse Guarantee provision will not be in effect upon Reinstatement. Surrender Charges will continue as if the Policy did not terminate. We may contest the reinstated Policy during the lifetime of the Insured for two years from the date of application for the reinstatement based on answers on the reinstatement application. The Suicide provision is based on the Date of Issue.

**CONFORMITY WITH LAWS** - This Policy is subject to the laws of the state where You resided when the application was signed. If part of it does not follow that law, it will be treated as if it does.

**POLICY SETTLEMENTS** - We will make all payments under Your Policy, less any Indebtedness, at Our Home Office in Harleysville, Pennsylvania 19438.

**ANNUAL REPORT** - We will send You a report, without charge, once each year, no later than three months after the end of the current report period, showing Your current Cash Value, premiums paid, changes made since the last report, and outstanding Policy Loans.

**PROJECTION REPORT** - We will provide a projection of illustrative future Death Benefits and Cash Values at any time upon written request by You and payment of a service fee. The fee payable, if any, will be shown on the Policy Schedule. The illustration will be based on assumptions as to Specified Amounts, type of coverage, options and future premium payments as may be specified by You, and such other assumptions as are necessary and specified by Us and/or You.

---

## DEATH BENEFIT PROVISION

---

**DEATH BENEFIT** - Upon the Insured's death, We will pay the Death Benefit proceeds to the Beneficiary, subject to the provisions of this Policy as long as:

1. this Policy is in force; and
2. We receive Proof of death of the Insured.

When the benefit is paid in one lump sum, We will include interest from the date of death to the payment date. The rate of interest is shown on the Policy Schedule. The Death Benefit paid will be reduced by any Indebtedness. If death occurs during the Grace Period, the Death Benefit amount will be reduced as described in the Grace Period Provision.

**MINIMUM DEATH BENEFIT** - The Minimum Death Benefit is determined by multiplying the Cash Value by the appropriate factor as stated in the table of Death Benefit Factors found in the Policy Schedule.

**DEATH BENEFIT OPTIONS** - The Death Benefit is determined by the Death Benefit Option in effect at the time of the Insured's death. The available Death Benefit Options are as follows:

Death Benefit Option 1 - The Death Benefit equals the greater of:

1. The Specified Amount, less the amount of any Partial Surrenders;
2. The sum of the Cash Value and \$10,000;
3. The Minimum Death Benefit.

Death Benefit Option 2 - The Death Benefit equals the greater of:

1. The sum of the Specified Amount and the Cash Value;
2. The Minimum Death Benefit.

**CHANGES IN SPECIFIED AMOUNT** - By Notice to Us and subject to Our approval, the Specified Amount may be increased or decreased after Your Policy has been in effect for one year. We reserve the right to limit or refuse changes in the Specified Amount. Any changes to the Specified Amount will be effective on the Monthly Date following the date of approval of such change. We will send You a new Policy Schedule which reflects the new Specified Amount and, for increases to the Specified Amount, the new Surrender Charges by duration and Monthly Expense Charges applicable to the increase. Any change is subject to the following conditions:

1. Increase in the Specified Amount - Increases in the Specified Amount are subject to evidence of insurability satisfactory to Us. The Surrender Charge will be increased by an amount based on the Specified Amount increase. An increase will result in new Cost of Insurance Rates and a new Monthly Expense Charge. An increase is also subject to the sufficiency of the Surrender Value to cover Monthly Deductions to the next Policy Anniversary.
2. Decrease in the Specified Amount – Decreases in the Specified Amount will apply first against the most recent increase, then against the next most recent increases successively, and finally, against the Specified Amount at the Date of Issue. Any decrease must be such that the Specified Amount will not be less than the Minimum Specified Amount shown in the Policy Schedule. There will be no reduction in Surrender Charges or Monthly Expense Charges.

**CHANGES IN DEATH BENEFIT OPTION** - By Notice to Us, You may change the Death Benefit Option after Your Policy has been in effect for one year. Any changes to the Death Benefit Option will be effective on the Monthly Date following the date of approval of such change. We will not approve a change in Death Benefit Option if it reduces the Specified Amount below the Minimum Specified Amount as shown in the Policy Schedule. Any change is subject to the following conditions:

1. If You request a change from Death Benefit Option 1 to Death Benefit Option 2, the Specified Amount will not change unless you request an increase in Specified Amount equal to the Cash Value. Any resulting increase in Specified Amount requires Our acceptance of Your insurability.
2. If You request a change from Death Benefit Option 2 to Death Benefit Option 1, the Specified Amount will not change unless You request an increase in Specified Amount to include the Cash Value.

We will send You a Certificate of Policy Endorsement reflecting prior to the effective date of any Death Benefit change.

---

## PREMIUM PROVISION

---

**PREMIUMS** - The Initial Premium is the amount paid on or before delivery of this Policy. You may make other premium payments at any time prior to the Maturity Date subject to the following:

1. Each payment must be for \$25.00 or more;
2. We may limit the amount of any premium that would cause this policy to fail to qualify as life insurance under applicable tax laws. We will refund any premium beyond the amount that would disqualify the Policy as a life insurance contract. However, We will accept an amount necessary to keep the Policy in force;
3. For Death Benefit Option 2, We may require evidence of insurability prior to accepting a premium payment if, due to the payment of such premium, the difference between the Death Benefit and the Cash Value would be increased.

**PLANNED PERIODIC PREMIUM** - The Planned Periodic Premium amount and frequency are shown on the Policy Schedule. We will send to the Payor indicated on the application Planned Periodic Premium reminder notices. If the mode of premium payment is pre-authorized check, or any other automatic payment, no reminder notice will be sent. You may make unscheduled premium payments.

**NO-LAPSE GUARANTEE** - This Policy will not enter the Grace Period during the No-Lapse Guarantee Period, shown on the Policy Schedule, if the Minimum Premium Test is met. The Minimum Premium Test is met if the sum of the premiums paid minus any Loans and Partial Surrenders equals or exceeds the sum of the No-Lapse Guarantee Minimum Monthly premiums due to the next Monthly Date. This requirement is tested on each monthly anniversary during the No-Lapse Guarantee period. Once the Minimum Premium Test is not met, the No-Lapse Guarantee no longer applies.

The No-Lapse Guarantee Minimum Monthly Premium may change if there is:

1. An increase in the Specified Amount;
2. A change in the Death Benefit Option;
3. A change in the Rate Class of the Insured;
4. A change in rider benefits attached to this Policy.

The resulting change in the No-Lapse Guarantee Minimum Monthly Premium will be reflected in a Certificate of Policy Endorsement provided at the time of change. The No-Lapse Guarantee Period on the Effective Date of the Policy will not change. After the No-Lapse Guarantee Period, additional premiums may be necessary to keep the Policy in force.

**CONTINUATION OF INSURANCE** - After the No-Lapse Guarantee Period, if premium payments are not continued, insurance coverage under this Policy and any benefits provided by rider will be continued until the Net Cash Value is insufficient to cover the Monthly Deduction as provided in the Grace Period Provision. This provision will not continue the Policy beyond the Maturity Date nor continue any rider beyond the date of its termination, as provided in the rider.

**GRACE PERIOD** - Starting on the Monthly Date when the Net Cash Value is less than the Monthly Deduction for the Policy month to follow, a Grace Period of 60 days will be given for the payment of the required premium to keep the Policy in force. At least 30 days prior to Termination of coverage, We will send a written notice to You at the last known address We have for You. If the needed premium is not received by Us within the Grace Period, all insurance stops. During the No-Lapse Guarantee Period shown on the Policy Schedule, the amount required to avoid lapse is the amount necessary to satisfy the No-Lapse Guarantee Minimum Monthly Premium Test or the amount necessary to keep the Policy in force to the next Monthly Date, whichever is less. After the No-Lapse Guarantee Period, the amount required to avoid lapse is the amount necessary to keep the Policy in force to the next Monthly Date. The required amount to keep the Policy in force is the amount to be deducted from any Death Benefit payable during the Grace Period.

---

## POLICY VALUES

---

**CASH VALUE** - The Cash Value on the Date of Issue is the Initial Premium minus the Percentage of Premium Expense Charge, as shown in the Policy Schedule, and the first Monthly Deduction. The Cash Value on each Monthly Date thereafter will equal 1 plus 2 minus 3 minus 4, where:

1. is the Cash Value on the prior Monthly Date, plus one month's interest on such amount;
2. is the premiums received since the prior Monthly Date, net of the Premium Expense Charge, plus interest credited from the date of receipt by Us of the premiums net of the Premium Expense Charge to the Monthly Date;
3. is the Monthly Deduction for the month to follow;
4. is the sum of any Partial Surrenders and Partial Surrender fees since the prior Monthly Date plus interest from the date of such Partial Surrender to the Monthly Date.

On any day between Monthly Dates, the Cash Value will reflect the premiums paid minus the Percentage of Premium Expense Charge and any Partial Surrenders made and any interest based on the time elapsed since the prior Monthly Date.

**NET CASH VALUE** - The Net Cash Value is the Cash Value minus the sum of 1 and 2 where:

1. is any Policy Indebtedness; and
2. is the Surrender Charge.

**GUARANTEED INTEREST RATE** - The Guaranteed Interest Rate is the minimum interest rate to be applied to the Cash Value, shown on the Policy Schedule. The rate credited to any Cash Value which equals a Policy Loan is shown on the Policy Schedule. We may calculate interest in excess of the Guaranteed Interest Rate according to any method We choose. Any change in such excess interest will be determined on a prospective basis only. We will not recoup any prior losses by means of such change.

**MONTHLY DEDUCTION** - The Monthly Deduction for a Policy month is 1 plus 2 where:

1. is the Cost of Insurance Charge and the cost for any riders attached to this Policy; and
2. is the Monthly Expense Charge set forth on the Policy Schedule.

**COST OF INSURANCE CHARGE** - The Cost of Insurance Charge is determined based upon the Insured's Age on the most recent Policy Anniversary and the Death Benefit on the Monthly Date. The Cost of Insurance Charge is equal to 1 times the result of 3 minus 2 where:

1. is the Cost of Insurance Rate divided by 1,000;
2. is the Cash Value on the Monthly Date before subtraction of the Cost of Insurance Charge and the cost of any riders; and
3. is the Death Benefit on the Monthly Date divided by 1 plus the Monthly Interest Rate Factor shown on the Policy Schedule.

**COST OF INSURANCE RATE** - The Cost of Insurance Rate is based upon the Issue Age and Policy Year, Gender, Specified Amount and Rate Class of the Insured. The Cost of Insurance Rate will vary based on the Specified Amount shown on the Policy Schedule. Included in this Cost of Insurance Rate is a charge based on future expectation of experience for mortality, interest risk, expenses, taxes and persistency factors. A change in any of these factors may cause a change in the Cost of Insurance Rate. At Our option, We can use lower rates, but not higher rates than the Guaranteed Maximum Monthly Cost of Insurance Rates as shown in the Policy Schedule.

The Guaranteed Maximum Monthly Cost of Insurance Rates do not vary by Specified Amount. Any change in rates will apply on a uniform basis for Insureds of the same Age, Gender, and Rate Class whose policies have been in force the same length of time, and will be effective on a prospective basis only. We will not recoup any prior losses by means of such change.

---

## SURRENDER PROVISION

---

**SURRENDER CHARGE** - The Surrender Charge is the applicable Surrender Charge shown on the Surrender Charge Table in the Policy Schedule. The Surrender Charge will increase if You increase Your Specified Amount. It will not be adjusted if You decrease Your Specified Amount. The Certificate of Policy Endorsement will show the Surrender Charge Table reflecting the increased Specified Amount. The Surrender Charge does not change upon Reinstatement as defined in the Reinstatement Provision.

**SURRENDER VALUE** - The Surrender Value is equal to the Cash Value minus the Surrender Charges.

**SURRENDER** - You may surrender this Policy on any Date during the lifetime of the Insured and before the Maturity Date upon written request by You to Us. The amount payable on surrender of this Policy will be the Net Cash Value. This Net Cash Value will be paid in cash or under an elected optional mode of settlement.

If surrender is requested within 30 days after a Policy Anniversary, the Net Cash Value will not be less than the Net Cash Value on the Policy Anniversary, less any Policy Loans or Partial Surrenders made on or after that Policy Anniversary.

We reserve the right to defer the payment of the Net Cash Value for the period permitted by law, but not for more than six months after receipt of written request for surrender.

**PARTIAL SURRENDER** - After the first Policy year, you may request, in writing, a Partial Surrender of this Policy for cash. Such Partial Surrender will be subject to the following:

1. The Partial Surrender Amount may not be less than the amount listed on the Policy Schedule.
2. No more than one Partial Surrender may be made in each Policy year;
3. The Partial Surrender may not reduce the Net Cash Value below the minimum listed on the Policy Schedule.
4. A fee will be charged for each Partial Surrender. This fee is added to the Partial Surrender Amount requested. The fee is shown on the Policy Schedule.

When a Partial Surrender is made, the amount of the Partial Surrender will be deducted from the Cash Value. Also, the Death Benefit will be reduced by the amount of the Partial Surrender. However, no Partial Surrender will be allowed that reduces the Death Benefit below the Minimum Specified Amount shown on the Policy Schedule.

We reserve the right to defer payment for the period permitted by law, but not for more than six months unless the Partial Surrender is to be applied to the payment of premiums on other policies in force with Us.

---

## POLICY LOANS PROVISION

---

**POLICY LOANS** - You may take a Policy Loan if Your Policy has sufficient Net Cash Value. You must complete a form satisfactory to Us. This form will assign the Policy to Us as sole security for the Loan. The most we will lend You is the Net Cash Value on the next Policy Anniversary assuming no future premium payments, minus interest on the Loan to the next Policy Anniversary, minus the total Monthly Deductions to the next Policy Anniversary.

If the total Loan plus Loan Interest exceeds the Surrender Value on any date, this Policy will terminate and have no further value 60 days after that date. Written notice of such termination will be mailed to the Owner at the last known address we have for You and to any assignee on record at Our Home Office 30 days prior to termination. Termination can be avoided by Your paying an amount sufficient to produce a positive Surrender Value.

You may ask for a Loan at any time. We have the right to wait up to six months after We receive notice to make a Loan, unless such payment will be made to pay premiums on other Policies in force with Us.

**LOAN INTEREST** - We will charge You interest on Your Loan. The Maximum Loan Interest Rate is shown on the Policy Schedule. Loan interest is due on each Policy Anniversary and on the date the Loan is settled. If You do not pay the interest when due, it will be added to the Loan.

**LOAN REPAYMENT** - Any Indebtedness which has not been repaid may be repaid in whole or in part at any time while this Policy is in force.

---

## **SETTLEMENT OPTIONS**

---

**ELECTION OF A SETTLEMENT OPTION** - If You provide Notice to Us, We will pay any amount due under Your Policy under one of the Settlement Options described below. If at the date of death of the Insured, a Settlement Option has not been elected, then the Beneficiary may make an election.

**AVAILABILITY OF SETTLEMENT OPTIONS** - We will not allow the use of a Settlement Option if:

1. The proceeds to be paid under any Settlement Option to a single payee is less than \$5,000; or
2. Any income or interest payment should amount to less than \$50.

**METHOD OF PAYMENT** - We will make income payments monthly, quarterly, semi-annually or annually at the option of the payee. We will furnish upon Notice to Us the amounts of the payments not shown in the Settlement Option Table. The first payment under a Settlement Option will be made on the effective date of the Settlement Option. However, under Option 1, it will be payable at the end of the first payment interval. If the proceeds arise from Surrender, We are allowed to defer the first payment under any Settlement Option for a period of up to six months.

---

## **DESCRIPTION OF SETTLEMENT OPTIONS**

---

**OPTION 1 - Interest** - We will pay interest at a rate shown on the Policy Schedule, compounded annually.

**OPTION 2 - Fixed Period** - We will make equal payment amounts payable for a fixed period of up to 30 years. The amount of each payment will be determined from the Settlement Option Table. The factors are shown in the Policy Schedule.

**OPTION 3 - Life Income** - We will make monthly payments for the lifetime of the payee for life only or provide a life income with 10 years certain. Option 3 is available at the ages and factors shown in the Settlement Option Table in the Policy Schedule. On request, We may consider Option 3 at other ages.

**WITHDRAWAL VALUE** - Unless We say otherwise in the election of a Settlement Option, the payee has the right to receive the Withdrawal Value for the Settlement Option.

1. Under Option 1, the Withdrawal Value will be any unpaid balance of proceeds plus any accrued interest.
2. Under Option 2, the Withdrawal Value will be the commuted value of any payments not yet paid. We will calculate this value at an annual rate of interest shown on the Policy Schedule.
3. Under Option 3, there are no withdrawal privileges.

**ADDITIONAL INTEREST** - We may pay or credit interest in addition to the interest specified under any of the Settlement Options. We alone will determine the time and amount of this interest.

**RIGHTS OF PAYEE** - The payee has the right to name a contingent payee to receive any amount still payable if the payee dies.

**REQUEST FOR ALTERNATE PAYMENT** - The payee may request another form of payment in writing. However, We must approve this request.

**ANNUITY OPTION** - The payee may use the proceeds under the Policy to purchase a Single Premium Immediate Annuity being issued by Us on the date of Settlement. The payee may elect this by filing written request within 31 days of Settlement. The annuity must be on the payee's own life.

**HARLEYSVILLE LIFE INSURANCE COMPANY**

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

Death Benefit payable at death prior to the Maturity Date.

Adjustable Death Benefit.

Flexible Premium payable during the lifetime of the Insured until Maturity Date.

The Policy Schedule, Premiums, and the Premium Class are shown on page 3.

NONPARTICIPATING (No Dividends Payable)

**HARLEYSVILLE LIFE INSURANCE COMPANY**

Harleysville, Pennsylvania 19438

**AVIATION EXCLUSION RIDER**

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

Our Liability will be the Limited Benefit defined below if the Insured's death results from either or both of the following:

1. Travel or flight in or descent from any aircraft in which the insured:
  - a. is pilot; or
  - b. is a member of the crew; or
  - c. has duties related to the aircraft or flight; or
  - d. is aboard for a purpose requiring descent while the aircraft is in flight.
2. Travel or flight in or descent from any aircraft being used for:
  - a. training; or
  - b. instruction; or
  - c. testing; or
  - d. experimental purposes.

The Limited Benefit will be:

- a. the amount of premiums paid for the covered Insured less Partial Surrenders; plus
- b. 3% interest compounded each year; less
- c. policy indebtedness.

If the policy is in force as Paid-Up Term or Paid-Up Life Insurance on the date of death, the Limited Benefit will be:

1. the above defined Limited Benefit; less
2. any indebtedness existing just before the limited insurance became effective.

Any Limited Benefit shall not exceed the amount payable in the absence of these Provisions. It will not be less than the policy reserve less any policy indebtedness. The reserve is computed as specified in the Basis of Calculations shown in the Policy Schedule of Your Policy.

The Limited Benefit shall be payable in the same way as if this policy did not have these Provisions.

These Provisions will also apply to:

1. any benefit on the Insured provided by rider to this policy;
2. paid-up term or paid-up life insurance under which this policy may be continued;
3. any policy obtained by converting or changing this policy or any of its riders.

**TERMINATION** – This rider terminates:

1. when the Death Benefit on the Insured is paid; or
2. if We are asked by You in writing to terminate it; or
3. when the Policy terminates.

**GENERAL** – All provisions of the Policy also apply to this Rider. This Rider starts on the same date as the Policy unless a different date is shown on the Policy Schedule.

[  ]

[Robert A. Kauffman]  
Director and Secretary

[  ]

[Theodore A. Majewski]  
President and Chief Operating Officer

**HARLEYSVILLE LIFE INSURANCE COMPANY**  
Harleysville, Pennsylvania

**FOR POLICIES ISSUED IN ARKANSAS**

Issued by Harleysville Life Insurance Company to the Policyholder.

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Harleysville Life Insurance Company  
355 Maple Avenue  
Customer Relations Department  
Harleysville, PA 19438

Telephone: 1-800-222-1981

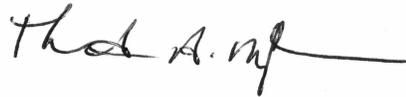
You can also contact the **ARKANSAS DEPARTMENT OF INSURANCE** by writing to:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904

Telephone: (501) 371-2600 or 1-800-282-9134



Robert A. Kauffman  
Director and Secretary



Theodore A. Majewski  
President and Chief Operating Officer

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

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

### **DISCLAIMER**

The Arkansas Life and Disability 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 and variable annuity contract.

Insurance companies or their agents are required by law to give or send you 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 Disability  
Insurance Guaranty Association  
c/o The Liquidation Division  
1200 West Third Street (Third & Cross)  
Little Rock, Arkansas 72201-1904

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

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

## **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or 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.

*SERFF Tracking Number:* MCHX-125901718 *State:* Arkansas  
*Filing Company:* Harleysville Life Insurance Company *State Tracking Number:* 40844  
*Company Tracking Number:* IPUL 5 100 (ED. 08-0  
*TOI:* L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life  
Adjustable Life  
*Product Name:* IPUL 5 100 (Ed.08-08) - Harleysville UL  
*Project Name/Number:* IPUL 5 100 (Ed.08-08) - Harleysville UL / IPUL 5 100 (Ed.08-08) - Harleysville UL

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-125901718 State: Arkansas  
Filing Company: Harleysville Life Insurance Company State Tracking Number: 40844  
Company Tracking Number: IPUL 5 100 (ED. 08-0)  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: IPUL 5 100 (Ed.08-08) - Harleysville UL  
Project Name/Number: IPUL 5 100 (Ed.08-08) - Harleysville UL /IPUL 5 100 (Ed.08-08) - Harleysville UL

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 11/13/2008

**Comments:**

See Form LFEA-138 (Ed. 08-08) Notice to Policyholders

**Attachments:**

Readability Certification.PDF

Certificate of Compliance Rule 49.PDF

Certification of Compliance Rule 19.PDF

Certification of Compliance Regulation 34.PDF

### Review Status:

**Satisfied -Name:** Application 11/13/2008

**Comments:**

Application Form LFOA-115 (Ed. 05-04) will be used in conjunction with this product and has been previously approved by your Department on 7/9/04.

### Review Status:

**Satisfied -Name:** Cover Letter 11/13/2008

**Comments:**

**Attachment:**

Cover Letter.PDF

### Review Status:

**Satisfied -Name:** Authorization Letter 11/13/2008

**Comments:**

**Attachment:**

Authorization Letter.PDF

### Review Status:

**Satisfied -Name:** Form Listing 11/13/2008

**Comments:**

*SERFF Tracking Number:* MCHX-125901718                      *State:* Arkansas  
*Filing Company:* Harleysville Life Insurance Company                      *State Tracking Number:* 40844  
*Company Tracking Number:* IPUL 5 100 (ED. 08-0  
*TOI:* L09I Individual Life - Flexible Premium                      *Sub-TOI:* L09I.001 Single Life  
Adjustable Life  
*Product Name:* IPUL 5 100 (Ed.08-08) - Harleysville UL  
*Project Name/Number:* IPUL 5 100 (Ed.08-08) - Harleysville UL /IPUL 5 100 (Ed.08-08) - Harleysville UL

**Attachment:**  
Form Listing.PDF

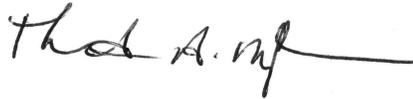


**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME: HARLEYSVILLE LIFE INSURANCE COMPANY**

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<b>Form Number</b>	<b>Score</b>
IPUL 5 100 (Ed. 08-08)	59
LFEA-165 (Ed.08-08)	61



Signed: \_\_\_\_\_  
Name: Theodore A. Majewski  
Title: President and Chief Operating Officer  
  
Date: 11/03/08

**CERTIFICATE OF COMPLIANCE**

Insurer: **HARLEYSVILLE LIFE INSURANCE COMPANY**

Form Numbers:

IPUL 5 100 (Ed. 08-08)    LFEA-138 (Ed. 08-08)

LFEA-165 (Ed.08-08)    LFUL-456 (Ed. 6-00)

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



\_\_\_\_\_  
Signature of Company Officer

Theodore A. Majewski

\_\_\_\_\_  
Name

President and Chief Operating Officer

\_\_\_\_\_  
Title

11/03/08

\_\_\_\_\_  
Date

## Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: **HARLEYSVILLE LIFE INSURANCE COMPANY**

Form Number(s): IPUL 5 100 (Ed. 08-08)  
LFEA-165 (Ed. 08-08)  
LFEA-138 (Ed. 08-08)  
LFUL-456 (Ed. 6-00)

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



---

Signature of Company Officer

Theodore A. Majewski

---

Name

President and Chief Operating Officer

---

Title

11/03/08

---

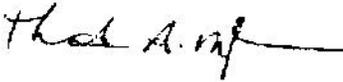
Date

**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

Kenneth S. Beck does hereby certify that its

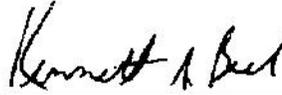
Flexible Premium Adjustable Life Insurance  
Policy, Form No. IPUL 5 100 (Ed. 08-08)  
LFEA-165 (Ed.08-08) is in compliance with Section  
6 and 7 (Valuation and Nonforfeiture) of Regulation 34. In addition, when calculating the Reserves under the  
minimum reserve method in Regulation 34, in no case shall the Reserves be less than the actual Cash Surrender  
Values provided for under the Policy contract.

Company Officer



\_\_\_\_\_  
President and Chief Operating Officer

Actuary



\_\_\_\_\_  
Qualified Actuary

Date: 9/15/08

.....  
**McHugh Consulting Resources, Inc.**

November 12, 2008

**Submitted via SERFF**

Julie Benafield Bowman  
Insurance Commissioner  
Arkansas Department of Insurance  
Compliance - Life and Health  
1200 West Third Street  
Little Rock, AR 72201-1904

Re: **HARLEYSVILLE LIFE INSURANCE COMPANY**  
**NAIC # 64327, FEIN # 23-1580983**

**Individual Universal Life Filing**

- IPUL 5 100 (Ed. 08-08) – Flexible Premium Adjustable Life Insurance Policy
- IPUL 5 100 (Ed. 08-08) – Policy Schedule Pages
- LFEA-165 (Ed. 08-08) – Aviation Exclusion Rider
- LFEA-138 (Ed. 08-08) – Contact Information Form
- LFUL-456 (Ed. 6-00) – Arkansas Guaranty Association Notice
- Actuarial Memorandum

Dear Commissioner Bowman:

McHugh Consulting Resources, Inc. has been requested to file the attached forms on behalf of Harleysville Life Insurance Company. We respectfully attach an authorization letter for your files.

We are attaching the above-captioned filing for your review and approval for Harleysville Life Insurance Company. These forms are new and are not intended to replace any existing forms currently on file with your Department.

Policy Form IPUL 5 100 (Ed. 08-08) is a flexible premium adjustable life insurance policy that includes the following information:

- Conversion to the 2001 CSO Mortality Table
- Extension of Maturity Age to 120

This is an illustrated product and will be marketed through Harleysville’s current distribution system of independent agents. Please refer to the actuarial memorandum for issue age information and further details.

Application Form LFOA-115 (Ed. 05-04) will be used in conjunction with this product and has been previously approved by your Department on 7/9/04.

Aviation Exclusion Rider Form LFEA-165 (Ed. 08-08) is substantially similar to Form LFEA-165 (Ed. 05-04) previously approved by your Department on 7/28/04. The only difference is that it has been revised to remove the reference to the 1980 CSO Mortality Table and now states that “The reserve is computed as specified in the Basis of Calculations shown in the

Arkansas Department of Insurance  
Harleysville Life Insurance Company  
11/12/2008

Policy Schedule of Your Policy.” Also it has been reformatted to be consistent with the Company’s other forms. This Rider is being filed for general use with any approved individual life insurance products that Harleysville Life offers.

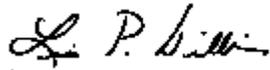
The other previously approved Riders available with this product are on file with your Department.

This filing is being submitted concurrently to Harleysville’s domicile state of Pennsylvania.

Attached are any required certifications, transmittal forms and/or filing fees.

We trust the attached is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if we may provide any additional information, please do not hesitate to contact the undersigned. Thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. P. Williams".

Lisa P. Williams, FLMI  
Consultant

Attachments

**Harleysville Life Insurance**  
355 Maple Avenue  
Harleysville, PA 19438-2297  
www.harleysvillelife.com

Tel 800.222.1981  
215.513.6400  
Fax 215.513.6410



August 15, 2008

NAIC Company Code: 64327

Re: See Attached Forms Listing

Please accept this letter as authorization from Harleysville Life Insurance Company for McHugh Consulting Resources, Inc. to file any or all policy forms as well as actuarial materials as referenced on the attached form listing on behalf of Harleysville Life Insurance Company.

Sincerely,

A handwritten signature in black ink that reads "Theodore A. Majewski". The signature is fluid and cursive, with a long horizontal line extending to the right.

Theodore A. Majewski  
President and Chief Operating Officer  
Harleysville Life Insurance Company

**HARLEYSVILLE LIFE INSURANCE COMPANY**  
**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

**Forms Listing**

**FORM NUMBER**

**FORM NAME**

IPUL 5 100 (Ed. 08-08)\*

Flexible Premium Adjustable Life Insurance Policy

LFEA-165 (Ed. 08-08)

Aviation Exclusion Rider

LFEA-138 (Ed. 08-08)

Contact Information Form

LFUL-456 (Ed. 6-00)

Arkansas Guaranty Association Notice

\* includes schedule pages