

<i>SERFF Tracking Number:</i>	<i>SKML-125894640</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Metropolitan Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40851</i>
<i>Company Tracking Number:</i>	<i>1-35-08</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.311 Current Assumption - Single Premium - Single Life</i>
<i>Product Name:</i>	<i>Single Premium Adjustable Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Single Premium Adjustable Life Insurance/1-35-08</i>		

## Filing at a Glance

Company: Metropolitan Life Insurance Company

Product Name: Single Premium Adjustable Life SERFF Tr Num: SKML-125894640 State: ArkansasLH Insurance

TOI: L071 Individual Life - Whole

SERFF Status: Closed

State Tr Num: 40851

Sub-TOI: L071.311 Current Assumption - Single Co Tr Num: 1-35-08

State Status: Approved-Closed

Premium - Single Life

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Pamela Kelly

Disposition Date: 11/18/2008

Date Submitted: 11/12/2008

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: Single Premium Adjustable Life Insurance

Project Number: 1-35-08

Requested Filing Mode: Informational

Explanation for Combination/Other:

Submission Type: Resubmission

Group Market Size:

Group Market Type:

Deemer Date:

Filing Description:

The enclosed policy is being submitted on behalf of Metropolitan Life Insurance Company to replace the same policy form 1-35-08, previously approved by your department. Since the date of your approval, the Company discovered an error in the surrender charges for this policy, and made the necessary corrections. The original policy was approved on June 30, 2008, under SERFF Tracking #: SKML-125707442. and Arkansas State Tracking #39464.

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: This policy is being submitted nationwide, to all states, including New York, the company state of domicile.

Market Type: Individual

Previous Filing Number: 1-35-08

Overall Rate Impact:

Filing Status Changed: 11/18/2008

State Status Changed: 11/18/2008

Corresponding Filing Tracking Number: 1-35-08

<i>SERFF Tracking Number:</i>	<i>SKML-125894640</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>1-35-08</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.311 Current Assumption - Single Premium - Single Life</i>
<i>Product Name:</i>	<i>Single Premium Adjustable Life Insurance</i>		
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We are, therefore, submitting a revised policy for your information. This policy includes the revised surrender charges, which appear in the table shown on the Policy Specifications Page entitled Maximum Surrender Charge Table, and a new actuarial memorandum. No other changes have been made to this policy form, except for the removal of the table of contents on the back page. (Please note that an Alphabetical Guide to the policy contents appear on page 2.) This policy has not been issued in your state since the date approved.

Please substitute the previously approved form with enclosed.

Sincerely,

Pamela F. Kelly, FLMI, AIRC  
 Consultant  
 Phone: (800) 711-5813  
 E-mail: pam@skminc.com

## Company and Contact

### Filing Contact Information

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

Pamela Kelly, Compliance Consultant	pam@skminc.com
1925 Century Blvd	(404) 633-5353 [Phone]
Atlanta, GA 30345	(404) 633-6304[FAX]

### Filing Company Information

Metropolitan Life Insurance Company	CoCode: 65978	State of Domicile: New York
485-B Route 1 South	Group Code: 241	Company Type:
Suite 420		
Iselin, NJ 08830	Group Name:	State ID Number:
(732) 602-6424 ext. [Phone]	FEIN Number: 13-5581829	
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SERFF Tracking Number: SKML-125894640 State: Arkansas  
Filing Company: Metropolitan Life Insurance Company State Tracking Number: 40851  
Company Tracking Number: 1-35-08  
TOI: L071 Individual Life - Whole Sub-TOI: L071.311 Current Assumption - Single Premium -  
Single Life  
Product Name: Single Premium Adjustable Life Insurance  
Project Name/Number: Single Premium Adjustable Life Insurance/1-35-08

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Metropolitan Life Insurance Company	\$50.00	11/12/2008	23877142

SERFF Tracking Number: SKML-125894640 State: Arkansas  
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TOI: L071 Individual Life - Whole Sub-TOI: L071.311 Current Assumption - Single Premium - Single Life  
Product Name: Single Premium Adjustable Life Insurance  
Project Name/Number: Single Premium Adjustable Life Insurance/1-35-08

## Correspondence Summary

### Dispositions

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

*SERFF Tracking Number:* SKML-125894640      *State:* Arkansas  
*Filing Company:* Metropolitan Life Insurance Company      *State Tracking Number:* 40851  
*Company Tracking Number:* 1-35-08  
*TOI:* L071 Individual Life - Whole      *Sub-TOI:* L071.311 Current Assumption - Single Premium -  
Single Life  
  
*Product Name:* Single Premium Adjustable Life Insurance  
*Project Name/Number:* Single Premium Adjustable Life Insurance/1-35-08

## **Disposition**

Disposition Date: 11/18/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SKML-125894640 State: Arkansas  
 Filing Company: Metropolitan Life Insurance Company State Tracking Number: 40851  
 Company Tracking Number: 1-35-08  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.311 Current Assumption - Single Premium - Single Life  
 Product Name: Single Premium Adjustable Life Insurance  
 Project Name/Number: Single Premium Adjustable Life Insurance/1-35-08

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Policy Comparison		Yes
Supporting Document	Authorization Letter		Yes
Form	Single Premium Adjustable Life Insurance		Yes

SERFF Tracking Number: SKML-125894640 State: Arkansas  
 Filing Company: Metropolitan Life Insurance Company State Tracking Number: 40851  
 Company Tracking Number: 1-35-08  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.311 Current Assumption - Single Premium - Single Life  
 Product Name: Single Premium Adjustable Life Insurance  
 Project Name/Number: Single Premium Adjustable Life Insurance/1-35-08

## Form Schedule

Lead Form Number: 1-35-08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	1-35-08	Policy/Contract/Fraternal Certificate	Single Premium Adjustable Life Insurance	Revised	Replaced Form #: 1-35-08 Previous Filing #: 1-35-08	59	1-35-08 with 9-08 revised surrender charge table.pdf



Metropolitan Life Insurance Company

A Stock Company

**POLICY NUMBER: [SPECIMEN]**

**INSURED: [JOHN DOE]**

**SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE**

**Non-Participating**

No additional premiums will be accepted unless it is required to keep the Policy in force. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

**RIGHT TO EXAMINE POLICY**

**Please read the Policy. You may return the Policy to us or to our representative through whom it was purchased within [10] days from the date you receive it. If you return it within this period, we will refund any premium paid and the Policy will be void from the start.**

The Policy is a legal contract between the Owner and Metropolitan Life Insurance Company. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Home Office, [New York, NY 10166]

*President*

*Secretary*

## ALPHABETIC GUIDE TO YOUR POLICY

Section	Section
4 Adjustable Loan Interest	4 Loans
6 Annual Report	4 Loan and Loan Interest Repayments
1 Application	6 Misstatement of Age or Sex
7 Assignments	3 Monthly Administrative Charge
1 Attained Age	3 Monthly Cost of Insurance
3 Basis of Computation	3 Monthly Cost of Insurance Rates
7 Beneficiary	3 Monthly Deduction
3 Cash Surrender Value	3 Net Amount at Risk
3 Cash Value	3 Net Cash Value
3 Cash Value After the Insured's Attained Age 100	5 Net Premium
3 Cash Value Interest Rate	7 Owner
2 Change in Death Benefit Option	3 Partial Withdrawals
2 Change in Face Amount	8 Payment
6 Change of Insured	5 Payment of the Single Premium
7 Change of Owner or Beneficiary	2 Policy Changes
6 Contract	1 Policy Date
3 Continuation of Insurance	1 Policy Loan Balance
2 Death Benefit Options	2 Policy Proceeds
2 Definition of Life Insurance	5 Premium Expense Charge
1 Definitions	5 Reinstatement
1 Designated Office	7 Requests for Changes or Information
1 Excess Loan	1 Single Premium
3 Exemptions From Surrender Charges	6 Statements in Application
8 Extended Provisions	6 Suicide Exclusion
5 Grace Period	3 Surrender
6 Incontestability	3 Surrender Charge
1 In Writing	2 The Policy After the Insured's Attained Age 100
6 Illustration of Benefits	6 Unisex Basis
1 Insured	1 We, Us and Our
1 Interest Crediting Start Date	1 You and Your
8 Interest on Proceeds	
1 Issue Age	

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

## POLICY SPECIFICATIONS

<b>Insured</b>	[JOHN DOE]
<b>Policy Number</b>	[SPECIMEN]
<b>Policy Date</b>	[OCTOBER 1, 2008]
<b>Face Amount</b>	[\$25,000]
<b>Insured Age</b>	[35]
<b>Sex</b>	[Male]
<b>Risk Classification</b>	[SMOKER STANDARD]
<b>Death Benefit Option</b>	[A]
<b>Single Premium</b>	[\$5,354.00]
<b>Minimum Face Amount</b>	\$25,000
<b>Minimum Face Amount Decrease</b>	\$5,000.00
<b>Minimum Cash Value Guaranteed Interest Rate</b>	[2.5%]
<b>Monthly Cost Of Insurance Factor</b>	[1.00205984]
<b>Maximum Monthly Administrative Charge</b>	[\$10.00]
<b>Maximum Premium Expense Charge</b>	[7.0%]
<b>Maximum Change Of Insured Charge</b>	1.2%
<b>Maximum Fee For Illustration Of Benefits</b>	\$25.00
<b>Basis Of Computation Of Minimum Cash Values</b>	[2001 CSO MORTALITY TABLE FOR A MALE, AGE LAST BIRTHDAY]

**Policy Plan:** SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE

**Benefits -** AS SPECIFIED IN THE POLICY AND IN ANY RIDER

### **Rider Information**

\*It is possible that insurance coverage may not continue to date of the Insured's death even if the Single Premium indicated above is paid in a timely manner. The Statement of Policy Cost and Benefit Information that accompanied the policy shows the year the coverage would cease based on the Single Premium, guaranteed charges, guaranteed interest rate and guaranteed mortality rates.

(Sex-Distinct Basis)

## POLICY SPECIFICATIONS (CONTINUED)

<b>Withdrawal Percentage Limit</b>	25%
<b>Maximum Number Of Partial Withdrawals Yearly</b>	12
<b>Minimum Partial Withdrawal Amount</b>	[\$5,000.00]

Coverage will depend on: the amount of the Single Premium payment and the amount of any premiums paid under the Grace Period; current charges; interest credited; Loans taken; partial withdrawals made; and the cost of additional benefits.

Monthly Deductions will not be taken on or after the Insured's Attained Age 100.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Administrative Expense charges) will not exceed the maximums shown in the Policy and will be made only on a class basis. Changes to any of the factors may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.

For the charge levied upon surrender, refer to the Maximum Surrender Charge Schedule on page 5.

For a complete description of all charges listed above, read your Policy.

## MAXIMUM SURRENDER CHARGE SCHEDULE

**Plan** SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE  
**Insured** [JOHN DOE]  
**Policy Number** [SPECIMEN]  
**Policy Date** [OCTOBER 1, 2008]

Policy Year*	Surrender Charge Percentage**
[1	[8.00%
2	7.43%
3	6.86%
4	6.29%
5	5.71%
6	5.14%
7	4.57%
8	4.00%
9	3.43%
10	2.86%
11	2.29%
12	1.71%
13	1.14%
14	0.57%
15 & later]	0.00%]

\*Measured from the Policy Date. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

During the surrender charge period, unless an exemption applies (see the Surrender Charge provision), a Surrender Charge will be deducted upon surrender. The Surrender Charge Percentage is level in all policy months in all policy years; and is shown above.

\*\* A Surrender Charge equals: the percentage for the appropriate policy year; times the Cash Value on the date the policy is surrendered.

**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE  
RATES PER \$1,000**

**Plan** SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE  
**Insured** [JOHN DOE]  
**Policy Number** [SPECIMEN]  
**Policy Date** [OCTOBER 1, 2008]

<b>Attained Age</b>	<b>Rate</b>	<b>Attained Age</b>	<b>Rate</b>	<b>Attained Age</b>	<b>Rate</b>
35	0.1034	57	0.6649	79	5.7163
36	0.1092	58	0.7220	80	6.3881
37	0.1159	59	0.7884	81	7.1225
38	0.1243	60	0.8708	82	7.9030
39	0.1326	61	0.9710	83	8.7618
40	0.1434	62	1.0882	84	9.7282
41	0.1560	63	1.2139	85	10.8176
42	0.1710	64	1.3466	86	12.0289
43	0.1894	65	1.4829	87	13.3543
44	0.2102	66	1.6202	88	14.7830
45	0.2311	67	1.7637	89	16.3047
46	0.2529	68	1.9150	90	17.8405
47	0.2712	69	2.0812	91	19.3764
48	0.2854	70	2.2732	92	21.0107
49	0.3038	71	2.5102	93	22.7668
50	0.3264	72	2.7873	94	24.6548
51	0.3557	73	3.0783	95	26.5682
52	0.3925	74	3.3926	96	28.4746
53	0.4352	75	3.7384	97	30.5495
54	0.4871	76	4.1292	98	32.8164
55	0.5450	77	4.5864	99	35.3015
56	0.6070	78	5.1183	100+	0.0000]

## MINIMUM DEATH BENEFIT FACTORS

<b>Plan</b>	SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE
<b>Insured</b>	[JOHN DOE]
<b>Policy Number</b>	[SPECIMEN]
<b>Policy Date</b>	[OCTOBER 1, 2008]

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
[35	4.66919	57	2.26470	79	1.33077
36	4.50959	58	2.19911	80	1.30779
37	4.35579	59	2.13598	81	1.28633
38	4.20734	60	2.07543	82	1.26626
39	4.06455	61	2.01752	83	1.24742
40	3.92681	62	1.96237	84	1.22973
41	3.79435	63	1.91008	85	1.21320
42	3.66717	64	1.86044	86	1.19785
43	3.54497	65	1.81318	87	1.18369
44	3.42795	66	1.76810	88	1.17066
45	3.31587	67	1.72492	89	1.15869
46	3.20842	68	1.68342	90	1.14768
47	3.10521	69	1.64350	91	1.13735
48	3.00581	70	1.60506	92	1.12739
49	2.90969	71	1.56819	93	1.11760
50	2.81683	72	1.53302	94	1.10774
51	2.72733	73	1.49968	95	1.09751
52	2.64132	74	1.46794	96	1.08618
53	2.55892	75	1.43765	97	1.07270
54	2.48010	76	1.40877	98	1.05566
55	2.40489	77	1.38128	99	1.03269
56	2.33313	78	1.35526	100+	1.01000]

## 1. DEFINITIONS

<b>Application</b>	The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.
<b>Attained Age</b>	The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.
<b>Policy Date</b>	The Policy Date is shown on the Policy Specifications page. Policy years, months and anniversaries are all measured from this date. Also, it is the date from which the contestable and suicide periods are measured.
<b>Designated Office</b>	Our Home Office or any other office we designate.
<b>Excess Loan</b>	An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value.
<b>In Writing</b>	In a written form satisfactory to us and received at our Designated Office.
<b>Insured</b>	The person whose life is insured under the Policy. Shown on the Policy Specifications page.
<b>Interest Crediting Start Date</b>	The date the first Net Premium is applied to the Policy. This date will be the later of: <ol style="list-style-type: none"><li>1. The Policy Date; and</li><li>2. The date we receive the first premium at our Designated Office.</li></ol>
<b>Issue Age</b>	The age of the Insured on his or her last birthday.
<b>Policy Loan Balance</b>	The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.
<b>Single Premium</b>	The Single Premium is the amount you stated in the Application that you intend to pay. This amount is shown on the Policy Specifications page.
<b>We, Us and Our</b>	Metropolitan Life Insurance Company.
<b>You and Your</b>	The Owner of the Policy.  In the Application, the words "you" and "your" refer to the proposed insured person(s).

## 2. POLICY BENEFITS

### Policy Proceeds

We will pay the Policy Proceeds to the Beneficiary upon receipt of proof satisfactory to us of the Insured's death. The Policy Proceeds are equal to:

1. The Death Benefit as described in the Death Benefit Options provision below; plus
2. Any premium received after the date of the Insured's death; less
3. Any Amount Due under a Grace Period provision as of the date of the Insured's death; less
4. Any Policy Loan Balance.

### Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Cash Value Accumulation Test will be used to make sure the Policy qualifies as a life insurance contract. The Minimum Death Benefit Factors: are shown on the Minimum Death Benefit Factors page of the Policy.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

1. Restrict certain changes to the Policy;
2. Require the issuance of a new policy in connection with such changes; and
3. Make changes to the Policy.

We will give you written notice of any of the above actions.

### Death Benefit Options

Prior to the Insured's Attained Age 100, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page. When 1 under either Option is the greater amount, the Policy is not in Corridor. When 2 under either Option is the greater amount, the Policy is in Corridor. Whether or not the Policy is in the Corridor affects the Net Amount at Risk, which in turn affects the Monthly Cost of Insurance. (See Monthly Cost of Insurance and Net Amount at Risk provisions.)

#### Death Benefit Option A

The Death Benefit prior to the Insured's Attained Age 100 equals the greater of:

1. The Face Amount; and
2. The Policy's Cash Value times the applicable Minimum Death Benefit Factor.

#### Death Benefit Option B

The Death Benefit prior to the Insured's Attained Age 100 equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The Policy's Cash Value times the applicable Minimum Death Benefit Factor.

### **The Policy After the Insured's Attained Age 100**

If the Policy is in force on or after the Insured's Attained Age 100, the Death Benefit will equal 101% of the Cash Value on the date of the Insured's death.

The Policy could lapse after the Insured's Attained Age 100 if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Insured's Attained Age 100: loans may be taken; and loan repayments, partial withdrawals, and surrenders may be made.

After the Insured's Attained Age 100 no Monthly Deductions will be taken. Only premiums required under a Grace Period due to an Excess Loan can be paid.

**Please note: The Policy may not qualify as a life insurance contract under the Code on or after the Insured's Attained Age 100 and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond the Insured's Attained Age 100.**

### **Policy Changes**

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.

### **Change In Face Amount**

You can decrease the Face Amount by sending us a request In Writing.

After the first policy year and prior to the Insured's Attained Age 100, each requested decrease in Face Amount will be subject to the following:

1. The decrease will take effect on the monthly anniversary on or next following our approval of the request at our Designated Office.
2. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
3. The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.

### **Change in Death Benefit Option**

Prior to the Insured's Attained Age 100, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we approve your request In Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

1. Change from Death Benefit Option A to Death Benefit Option B.

The Face Amount of the Policy will be decreased, if necessary, to equal: the Death Benefit in effect immediately before the change; minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page.

2. Change from Death Benefit Option B to Death Benefit Option A.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit in effect immediately before the change.

### 3. CASH VALUES

#### **Cash Value**

The Cash Value on the Interest Crediting Start Date equals:

1. The initial net premium received; less
2. The Monthly Deductions due from the Policy Date through the Interest Crediting Start Date.

The Cash Value on any day after the Interest Crediting Start Date equals:

1. The Cash Value on the preceding day, with interest on such value at the current rate(s); less
2. Any Change of Insured Charge; plus
3. Any net premium received on that day; less
4. Any partial withdrawal made on that day; less
5. If that day is a monthly anniversary, the Monthly Deduction to cover the policy month which starts on that day.

#### **Cash Value After the Insured's Attained Age 100**

If the Policy is in force, its Cash Value on and after the Insured's Attained Age 100 will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Insured's Attained Age 100, except for payments required under a Grace Period due to an Excess Loan.

#### **Cash Value Interest Rate**

The interest credited to the non-loaned Cash Value for a specific month will be at an effective annual rate not less than the Minimum Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

If you borrow against the Cash Value, the interest rate used to calculate the interest earned on the Cash Value securing any Loan will be at an effective annual rate not less than the Minimum Cash Value Interest Rate shown on the Policy Specifications page.

#### **Monthly Deduction**

The Monthly Deduction for the following month is deducted on the monthly anniversary date; and equals:

1. The Monthly Administrative Charge; plus
2. The monthly costs for any riders made a part of the Policy, unless otherwise indicated in a rider; plus
3. The Monthly Cost of Insurance.

There will be no Monthly Deduction taken on or after the Insured's Attained Age 100.

#### **Monthly Administrative Charge**

The Monthly Administrative Charge for the following month is charged as part of the Monthly Deduction. It will never exceed the Maximum shown on the Policy Specifications page.

#### **Monthly Cost of Insurance**

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and equals:

1. The Net Amount at Risk; times
2. The Monthly Cost of Insurance Rate, divided by 1,000.

- Net Amount at Risk** The Net Amount at Risk equals:
1. When the Policy is not in Corridor:
    - a. The Death Benefit divided by the Monthly Cost of Insurance Factor; less
    - b. The Cash Value (before the deduction of the Monthly Cost of Insurance) at the start of the policy month.
  2. When the Policy is in Corridor:
    - a. The Death Benefit; less
    - b. The Cash Value (before the deduction of the Monthly Cost of Insurance) at the start of the policy month.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.

**Monthly Cost of Insurance Rates** At the start of each policy year, the Monthly Cost of Insurance Rate is determined for the Policy. The Monthly Cost of Insurance Rate is based on the Attained Age, risk classification, sex and completed years from the Policy Date.

Any change in the cost of insurance rates will apply to all persons of the same Attained Age, sex, and risk classification whose coverage has been in force for the same length of time. However, the Monthly Cost of Insurance Rates will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page.

**Net Cash Value** The Net Cash Value of the Policy equals: the Cash Value; less any Policy Loan Balance.

**Cash Surrender Value** The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:

1. Any Policy Loan Balance; and
2. Any applicable Surrender Charge.

**Surrender** You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request In Writing. The Cash Surrender Value will be paid to you in one sum, unless we agree in writing to an alternate method of payment. (See the Payment of Policy Benefits provision.)

The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Monthly Deduction due on that date for a subsequent policy month.

If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)

If you surrender the Policy within 31 days after the policy anniversary date, the Cash Surrender Value of the Policy will not be less than the Cash Surrender Value on that anniversary date, adjusted for any Loans taken and any partial withdrawals made during the 31-day period.

We may defer payment of the full Cash Surrender Value for up to six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

**Partial Withdrawals** After the first policy year, on any monthly anniversary, and subject to the conditions below, you may make a request In Writing for a partial withdrawal from the Cash Surrender Value.

On every policy anniversary after the first, we will determine the maximum amount available to you for partial withdrawal. The maximum withdrawal amount is the greater of:

1. The Cash Surrender Value at the start of that policy year; times the Withdrawal Percentage Limit, as shown on the Policy Specifications page; and
2. The previous year's maximum withdrawal amount.

The amount of your partial withdrawal request at any one time must be at least the Minimum Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

1. Result in the Face Amount being less than the Minimum Face Amount shown on the Policy Specifications page; or
2. Disqualify the Policy as life insurance under the Code and any interpretive regulation or rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the maximum withdrawal amount (see the second paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.

We may defer payment of the partial withdrawal for up to six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

**Surrender Charge**

During the surrender charge period, unless an exemption applies (see below) a Surrender Charge will apply upon surrender.

The Maximum Surrender Charges are shown on the Maximum Surrender Charge Schedule page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

**Exemptions From Surrender Charges**

No Surrender Charge will be deducted if:

1. The Owner of the Policy has never been changed; or
2. The Policy has never been assigned; or
3. A change of Owner or the assignment of the Policy is: to a successor as a result of a merger or acquisition; or to a trust established by the original Owner for the purpose of providing employee benefits.

**Continuation of Insurance**

The insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Net Cash Value is sufficient to cover the Monthly Deductions and there is no Excess Loan. (See the Grace Period provision.)

**Basis of Computation**

The minimum cash values, net single premiums, net level premiums, and guaranteed cost of insurance rates are based on the mortality table and the Minimum Cash Value Guaranteed Interest Rate as shown on the Policy Specifications page.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

## 4. LOANS

### Loans

After the first policy year, upon your request In Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

1. The Cash Value; less
2. Any Policy Loan Balance; less
3. Loan interest to the next policy anniversary; less
4. The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; plus
5. Interest at the Minimum Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The Policy will be the sole security for such Loan. After receipt of your Loan request, we have the right to defer your Loan for up to six months, except for payment of premiums to us.

### Adjustable Loan Interest

Interest on loans will be charged daily at a rate we set from time to time. The rate will never be more than the maximum permitted by law. We will not change this rate more than once a year. Any change will be effective on the policy anniversary.

The Loan Interest is due each year on the policy anniversary. If you do not pay the loan interest when it is due, we will add it to your existing Loan.

The rate of interest we set for a policy year may not exceed a maximum limit which is the greater of:

1. The Published Monthly Average for the calendar month ending two policy months before the beginning of the policy month in which the policy anniversary falls; and
2. The Minimum Cash Value Guaranteed Interest Rate plus no greater than 1.0%.

The Published Monthly Average means:

1. The Moody's Corporate Bond Yield Average-Monthly Average Corporates, as published by Moody's Investors Service, Inc. or any successor to that service; and
2. If that average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state which governs this Policy.

If the maximum limit for a policy year is at least  $\frac{1}{2}\%$  greater than the rate set for the previous policy year, we may increase the rate to more than that limit. If the maximum limit for a policy is at least  $\frac{1}{2}\%$  less than the rate set for the previous policy year, we will reduce the rate to at least that limit.

We will tell you the current loan interest rate when a loan is made. Also, we will mail you an advance notice if there is to be a change in the loan interest rate applicable to any existing Policy Loan Balance.

### Loan and Loan Interest Repayments

Any payment we receive will be applied as a loan repayment unless it is needed to keep the Policy in force.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. Unpaid Loans and Loan Interest will be deducted from any settlement of the Policy.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the Amount Due. If the Amount Due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

## 5. PREMIUMS AND GRACE PERIOD

<b>Payment of the Single Premium</b>	<p>The Single Premium is due as of the Policy Date. The Policy will not be in force until the first premium is paid.</p> <p>No additional premium can be paid, unless it is required under the Grace Period provision.</p>
<b>Net Premium</b>	<p>The net premium equals:</p> <ol style="list-style-type: none"><li>1. The premium paid; less</li><li>2. The premium paid times the Premium Expense Charge.</li></ol>
<b>Premium Expense Charge</b>	<p>A Premium Expense Charge may be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Grace Period</b>	<p>On a monthly anniversary day, if there is an Excess Loan (see the Definitions page) or if the Net Cash Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").</p> <p>At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required due to an Excess Loan, whichever is less. If we receive the Amount Due, it will be credited to the Policy as a premium as of the date we receive it. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.</p>
<b>Reinstatement</b>	<p>If the Policy has not been surrendered, within three years after the date of lapse you may reinstate your lapsed Policy prior to the Insured's Attained Age 100. To reinstate, you must submit a request In Writing and the following:</p> <ol style="list-style-type: none"><li>1. Evidence satisfactory to us that the Insured is insurable by our standards at the same Risk Classification shown in the Policy Specifications page.</li><li>2. Payment of the Monthly Deductions due and unpaid at the time of lapse.</li><li>3. Payment of an amount large enough to keep the Policy in force for at least two months.</li></ol> <p>Any Loans in effect at the time of lapse may be repaid or reinstated. The loan interest due for the period from the effective date of the lapse to the date of reinstatement will be based on the current loan interest rate(s) in effect during that period.</p> <p>The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.</p> <p>The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application. Any application for reinstatement becomes part of the Policy.</p> <p>The Surrender Charge at the time of Reinstatement will be that in effect at the time of lapse.</p> <p>Riders can be reinstated only as stated in the rider or with our consent.</p>

## 6. GENERAL PROVISIONS

<b>The Contract</b>	<p>We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.</p> <p>If we make any payment or policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.</p>
<b>Statements in Application</b>	<p>All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to: void the Policy or any rider; or to deny a claim unless made in the Application.</p>
<b>Misstatement of Age or Sex</b>	<p>If we determine there was a misstatement of age or sex reflected in the Policy, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Cost of Insurance at the correct age and sex.</p>
<b>Unisex Basis</b>	<p>If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females. See bottom of page 3 for the indication of whether the Policy is issued on a sex-distinct or unisex basis.</p>
<b>Incontestability</b>	<p>The insurance issued under the Policy will not be contestable after it has been in force during the lifetime of the Insured for two years from the Policy Date.</p> <p>This provision will not apply to any rider that contains its own incontestability clause.</p> <p>If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time that it would have ended under the original policy.</p>
<b>Suicide Exclusion</b>	<p>If the Insured dies by suicide, while sane or insane, within two years from the Policy Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or, if greater and required by law, the reserve; less any Policy Loan Balance on the date of death.</p> <p>If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time that it would have ended under the original policy.</p>

- Change of Insured** While this Policy is in force, you may change the Insured. To do this you must meet the requirements established by us. We will charge a fee for processing a change in insured. The charge will not exceed the Maximum Change of Insured Charge shown on the Policy Specifications page times the Cash Value at the end of the day before the Change is made.
- Annual Report** Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current policy values; partial withdrawals; premiums paid and deductions made since the last report; any Policy Loan Balance; and any other information required by law or regulation.
- Illustration of Benefits** You may make a request In Writing for an illustration of benefits. We may charge a fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

## 7. PERSONS WITH AN INTEREST IN THE POLICY

### **Owner**

The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.

The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.

### **Beneficiary**

The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Any payment we make will terminate our liability with respect to such payment.

### **Change of Owner or Beneficiary**

During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change In Writing. Once it is recorded, the change will take effect as of the date you signed the request, whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.

### **Assignments**

If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.

### **Requests For Changes or Information**

All requests for change or information must be submitted In Writing.

## 8. PAYMENT OF POLICY BENEFITS

<b>Payment</b>	A lump sum payment will be made, unless we agree in writing to an alternate method of payment.
<b>Interest on Proceeds</b>	We will pay interest on proceeds from the date of the Insured's death to the date of payment. Interest will be at an annual rate determined by us, but it will never be less than the greater of: the Minimum Cash Value Guaranteed Interest Rate as shown on the Policy Specifications page; and the rate required by law.
<b>Extended Provisions</b>	Provisions for settlement of proceeds different from a lump sum payment may be used upon written agreement with us.

**SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE**

Non-Participating

*SERFF Tracking Number:* SKML-125894640      *State:* Arkansas  
*Filing Company:* Metropolitan Life Insurance Company      *State Tracking Number:* 40851  
*Company Tracking Number:* 1-35-08  
*TOI:* L071 Individual Life - Whole      *Sub-TOI:* L071.311 Current Assumption - Single Premium -  
Single Life  
  
*Product Name:* Single Premium Adjustable Life Insurance  
*Project Name/Number:* Single Premium Adjustable Life Insurance/1-35-08

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>SKML-125894640</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Metropolitan Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40851</i>
<i>Company Tracking Number:</i>	<i>1-35-08</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.311 Current Assumption - Single Premium - Single Life</i>
<i>Product Name:</i>	<i>Single Premium Adjustable Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Single Premium Adjustable Life Insurance/1-35-08</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Certification/Notice	<b>Review Status:</b>	11/10/2008
<b>Comments:</b>			
<b>Attachments:</b>			
	AR certs REg 34-3 sect 6 and 7.pdf		
	AR certs REg 34-4 general.pdf		
	AR certs REg 34 Ind Prem.pdf		
	AR REg 19 cert signed.pdf		
	FLESCH.CRT.pdf		
<b>Satisfied -Name:</b>	Application	<b>Review Status:</b>	11/10/2008
<b>Comments:</b>			
<b>Attachment:</b>			
	SCP-1.pdf		
<b>Satisfied -Name:</b>	Statement of Variability	<b>Review Status:</b>	11/11/2008
<b>Comments:</b>			
<b>Attachment:</b>			
	2008-09-17 Draft EOv, 1-35-08.pdf		
<b>Satisfied -Name:</b>	Policy Comparison	<b>Review Status:</b>	11/11/2008
<b>Comments:</b>			
	Copy of previous approved policy, compared to the attached revised policy.		
<b>Attachment:</b>			
	Policy Comparison.pdf		
<b>Satisfied -Name:</b>	Authorization Letter	<b>Review Status:</b>	11/11/2008

*SERFF Tracking Number:* SKML-125894640      *State:* Arkansas  
*Filing Company:* Metropolitan Life Insurance Company      *State Tracking Number:* 40851  
*Company Tracking Number:* 1-35-08  
*TOI:* L071 Individual Life - Whole      *Sub-TOI:* L071.311 Current Assumption - Single Premium -  
Single Life  
  
*Product Name:* Single Premium Adjustable Life Insurance  
*Project Name/Number:* Single Premium Adjustable Life Insurance/1-35-08

**Comments:**

**Attachment:**

AUTHORIZ LTR.pdf



STATE OF ARKANSAS

**Metropolitan Life Insurance Company**

(Company Name)

New York, NY

(City, State)

CERTIFICATION OF COMPLIANCE  
RULE AND REGULATION 34

Form: 1-35-08

We hereby certify that when calculating the reserves under the minimum reserves method under Sections 6 & 7 of Regulation 34, in no case shall the reserves be less than the actual Cash Surrender Values provided for under the captioned contracts.

*Karen Johnson*

Signature of Officer

*Bruce L. Williams*

Signature of Actuary

Karen A. Johnson, FLMI, AIRC, ACS  
Officer Title

Bruce L. Williams, Assistant Vice President and Actuary  
Title

April 3, 2008  
Date

April 3, 2008  
Date

**Metropolitan Life Insurance Company**

(Company Name)

**New York, New York**

(City, State)

CERTIFICATION OF COMPLIANCE  
RULE AND REGULATION 34

Form: 1-35-08

This is to certify that the captioned form complies with Arkansas Insurance Department Rule and Regulation 34.

By: *Karen Johnson*  
(Signature of Company Officer)

Karen A. Johnson, FLMI, AIRC, ACS, Vice President  
(Officer Title)

By: *Bruce L. Williams*  
(Signature of Actuary)

Bruce L. Williams, Assistant Vice President and Actuary  
(Actuary Title)

INDETERMINATE PREMIUM ONLY

STATE OF ARKANSAS

CONSENT TO SUBMIT RATES  
AND/OR COST BASES FOR APPROVAL

**Metropolitan Life Insurance Company**

(Company Name)

of New York, New York

(City and State)

does hereby consent and agree that all premium rates and/or cost bases both "maximum" and "current or projected", used in relation to policy form number 1-35-05 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least (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.

By: Bruce L. Williams  
(Signature of Company Officer)

Bruce L. Williams, FSA, MAAA  
(Type Name of Person Signing)

Assistant Vice President and Actuary  
(Officer Title)

STATE OF ARKANSAS

**Metropolitan Life Insurance Company**

(Company Name)

**New York, New York**

(City, State)

CERTIFICATION OF COMPLIANCE  
REGULATION 19

Form: 1-35-08

We hereby certify that Metropolitan Life Insurance Company has reviewed Regulation 19 regarding unfair sex discrimination in the sale of insurance and is in compliance with this Regulation.



Signature of Officer

**Karen A. Johnson, FLMI, AIRC, ACS**

Officer Title

Date April 3, 2008

FLESCH CERTIFICATION

RE: METROPOLITAN LIFE INSURANCE COMPANY  
(Company Name)

This is to certify that the form(s) referenced below is/are in compliance with the readability requirements of your state.

The Flesch Reading Ease Test was applied to each form in its entirety. All titles, major headings and subheadings, and tables were excluded.

<u>Form Number</u>	<u>Words</u>	<u>Sentences</u>	<u>Syllables</u>	<u>Flesch Score</u>
1-35-08	5,257	329	8,203	58.6

BY: *Karen Johnson*  
(Signature of Company Officer)

Karen A. Johnson, FLMI, AIRC, ACS  
Vice President  
\_\_\_\_\_  
(Type Name & Title of Person Signing)



Metropolitan Life Insurance Company (Met Life)  
 Metropolitan Insurance and Annuity Company (MIAC)  
 One Madison Avenue, New York, New York 10010-3690

**Part A - APPLICATION FOR LIFE INSURANCE**

CO. USE ONLY

PLAN EFF. DATE \_\_\_\_\_ EMPLOYER \_\_\_\_\_ EGN \_\_\_\_\_

1. PROPOSED INSURED'S NAME Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ 2. SOCIAL SECURITY NO. \_\_\_\_\_ 3. SEX (M/F) \_\_\_\_\_  
 4. PROPOSED INSURED'S ADDRESS \_\_\_\_\_ 5. BIRTHDATE (Mo./Day/Yr.) \_\_\_\_\_ 6. AGE LAST BIRTHDAY \_\_\_\_\_

**Beneficiary and Owner Designation**

<b>7. Primary Beneficiary Designation (or Trust Information)</b>			<b>8. Owner (If other than the Proposed Insured)</b>		
NAME	RELATIONSHIP	DATE OF BIRTH	NAME	RELATIONSHIP	
_____	_____	_____	_____	_____	_____
			S. S. # OR TAX ID #	DATE OF BIRTH	
			_____	_____	

**QUESTIONS**

9. Has Proposed Insured been absent from work due to illness or medical treatment for a period of more than 5 consecutive working days in the last 3 months? Yes  No  If Yes give details in item 13. below.

10. Is Proposed Insured actively at work, full time, performing all duties of regular occupation, at customary place of employment? Yes  No  If No, give details in item 13. below.

11. Date last smoked/used:

Cigarette _____	Cigar _____	Pipe _____	Smokeless Tobacco _____
<input type="checkbox"/> Never	<input type="checkbox"/> Never	<input type="checkbox"/> Never	<input type="checkbox"/> Never

12. In connection with the policy(ies) applied for, does the Proposed Insured intend to borrow against, surrender or discontinue existing insurance or annuities (including Group) in force with this or any other insurer? Yes  No  If Yes give details in item 13. below.

13. Details: \_\_\_\_\_

**Coverage Selection**

14. A. Plan \_\_\_\_\_ B. Face Amount \_\_\_\_\_ C. Options \_\_\_\_\_ D. Premium Paid \_\_\_\_\_  
 E. Special Instructions \_\_\_\_\_

HOME OFFICE USE ONLY  
 HOME OFFICE ENDORSEMENTS

**Agreement**

I agree that all statements and answers in this application are true and complete to the best of my knowledge and belief. They are the basis for any policy issued. I also agree that, except as stated in the Temporary Insurance Agreement, there will be no liability under this application until the policy is delivered to the owner and the full first premium due is paid. The policy will not take effect unless, at the time it is delivered, the condition of health of the Proposed Insured is the same as given in the application. No sales representative or other person except the President, Secretary or a Vice-President of the Company(ies) applied to may: make or change an insurance contract; make any binding promises about benefits; or change or waive any of the terms of any application or policy.

John Doe

Witness (Licensed Resident Agent Where Required)

Mo./Day/Yr. \_\_\_\_\_

Signature of Proposed Insured \_\_\_\_\_

IF AN OWNER OR TRUSTEE IS NAMED IN ITEM 8  
 HAVE OWNER/TRUSTEE SIGN AS APPLICANT-OWNER.

Signature of Applicant-Owner (If other than Proposed Insured) \_\_\_\_\_

**Part B – SUPPLEMENTAL INFORMATION**

Send communications to (If other than item 4 in Part A):

Number	Street	Country	City/Town	State/Zip Code
--------	--------	---------	-----------	----------------

**Part C – PRODUCER INFORMATION**

Planned Premium _____	Annualized Premium _____			
Producer Name _____	Br/Dist No. _____	Agency _____	Index _____	
Producer Name _____	Br/Dist No. _____	Agency _____	Index _____	
Producer Name _____	Br/Dist No. _____	Agency _____	Index _____	
Is this a replacement? Yes [ ] No [ ]				
If "yes" have you completed the replacement forms? Yes [ ] No [ ] Not required [ ]				

**STATEMENT OF VARIABLES  
METROPOLITAN LIFE INSURANCE COMPANY  
FORM NO. 1-35-08**

1. Page 1: Right to Examine Policy – “within [10] days”
  - The number of days to return the policy will be the number of days required under the applicable state law, including replacements.
2. Page 1: “Signed for the Company at its Home Office, [New York, NY 10166]”

This is the city, state and zip code of company’s Home Office. Should the company change its address, this will allow subsequently issued policy forms to continue to be issued without re-filing

3. Pages 3 -7: All the bracketed items shown on these pages are “John Doe” information except as follows:
  - Minimum Cash Value Guaranteed Interest Rate: [1.0% - 2.5%]
  - Monthly Cost of Insurance Factor [1.00082954 - 1.00205984]
  - Maximum Monthly Administrative Charge: [\$5 - \$10.00]
  - Maximum Premium Expense Charge: [4.0% - 7.0%]
  - Minimum Partial Withdrawal Amount: [\$1,000 - \$5,000.00]
  - Surrender Charge Percentage:

<b>Policy Year</b>	<b>Surrender Charge Percentage**</b>
1	[0.0% - 8.00%
2	0.0% - 7.43%
3	0.0% - 6.86%
4	0.0% - 6.29%
5	0.0% - 5.71%
6	0.0% - 5.14%
7	0.0% - 4.57%
8	0.0% - 4.00%
9	0.0% - 3.43%
10	0.0% - 2.86%
11	0.0% - 2.29%
12	0.0% - 1.71%
13	0.0% - 1.14%
14	0.0% - 0.57%
15 & later	0.0%]

Policy Form 1-35-08 has been developed for and will be sold in the bank owned life insurance market. Bracketed items shown above may vary from one bank case to another, depending on economic and market conditions and case specifications.



Metropolitan Life Insurance Company  
A Stock Company

POLICY NUMBER: [SPECIMEN]

INSURED: [JOHN DOE]

### SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE

#### Non-Participating

No additional premiums will be accepted unless it is required to keep the Policy in force. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

#### RIGHT TO EXAMINE POLICY

**Please read the Policy. You may return the Policy to us or to our representative through whom it was purchased within [10] days from the date you receive it. If you return it within this period, we will refund any premium paid and the Policy will be void from the start.**

The Policy is a legal contract between the Owner and Metropolitan Life Insurance Company. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Home Office, [New York, NY 10166]

President

Secretary

## ALPHABETIC GUIDE TO YOUR POLICY

Section	Section		
4	Adjustable Loan Interest	4	Loans
6	Annual Report	4	Loan and Loan Interest Repayments
1	Application	6	Misstatement of Age or Sex
7	Assignments	3	Monthly Administrative Charge
1	Attained Age	3	Monthly Cost of Insurance
3	Basis of Computation	3	Monthly Cost of Insurance Rates
7	Beneficiary	3	Monthly Deduction
3	Cash Surrender Value	3	Net Amount at Risk
3	Cash Value	3	Net Cash Value
3	Cash Value After the Insured's Attained Age	5	Net Premium
	100	7	Owner
3	Cash Value Interest Rate	3	Partial Withdrawals
2	Change in Death Benefit Option	8	Payment
2	Change in Face Amount	5	Payment of the Single Premium
6	Change of Insured	2	Policy Changes
7	Change of Owner or Beneficiary	1	Policy Date
6	Contract	1	Policy Loan Balance
3	Continuation of Insurance	2	Policy Proceeds
2	Death Benefit Options	5	Premium Expense Charge
2	Definition of Life Insurance	5	Reinstatement
1	Definitions	7	Requests for Changes or Information
1	Designated Office	1	Single Premium
1	Excess Loan	6	Statements in Application
3	Exemptions From Surrender Charges	6	Suicide Exclusion
8	Extended Provisions	3	Surrender
5	Grace Period	3	Surrender Charge
6	Incontestability	2	The Policy After the Insured's Attained Age
1	In Writing		100
6	Illustration of Benefits	6	Unisex Basis
1	Insured	1	We, Us and Our
1	Interest Crediting Start Date	1	You and Your
8	Interest on Proceeds		
1	Issue Age		

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

**POLICY SPECIFICATIONS**

<b>Insured</b>	[JOHN DOE]
<b>Policy Number</b>	[SPECIMEN]
<b>Policy Date</b>	[OCTOBER 1, 2008]
<b>Face Amount</b>	[\$25,000]
<b>Insured Age</b>	[35]
<b>Sex</b>	[Male]
<b>Risk Classification</b>	[SMOKER STANDARD]
<b>Death Benefit Option</b>	[A]
<b>Single Premium</b>	[\$5,354.00]
<b>Minimum Face Amount</b>	\$25,000
<b>Minimum Face Amount Decrease</b>	\$5,000.00
<b>Minimum Cash Value Guaranteed Interest Rate</b>	[2.5%]
<b>Monthly Cost Of Insurance Factor</b>	[1.00205984]
<b>Maximum Monthly Administrative Charge</b>	[\$10.00]
<b>Maximum Premium Expense Charge</b>	[7.0%]
<b>Maximum Change Of Insured Charge</b>	1.2%
<b>Maximum Fee For Illustration Of Benefits</b>	\$25.00
<b>Basis Of Computation Of Minimum Cash Values</b>	[2001 CSO MORTALITY TABLE FOR A MALE, AGE LAST BIRTHDAY]

**Policy Plan:** SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE

**Benefits -** AS SPECIFIED IN THE POLICY AND IN ANY RIDER

**Rider Information**

\*It is possible that insurance coverage may not continue to date of the Insured's death even if the Single Premium indicated above is paid in a timely manner. The Statement of Policy Cost and Benefit Information that accompanied the policy shows the year the coverage would cease based on the Single Premium, guaranteed charges, guaranteed interest rate and guaranteed mortality rates.

(Sex-Distinct Basis)

**POLICY SPECIFICATIONS (CONTINUED)**

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<b>Withdrawal Percentage Limit</b>	25%
<b>Maximum Number Of Partial Withdrawals Yearly</b>	12
<b>Minimum Partial Withdrawal Amount</b>	[\$5,000.00]

Coverage will depend on: the amount of the Single Premium payment and the amount of any premiums paid under the Grace Period; current charges; interest credited; Loans taken; partial withdrawals made; and the cost of additional benefits.

Monthly Deductions will not be taken on or after the Insured's Attained Age 100.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Administrative Expense charges) will not exceed the maximums shown in the Policy and will be made only on a class basis. Changes to any of the factors may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.

For the charge levied upon surrender, refer to the Maximum Surrender Charge Schedule on page 5.

For a complete description of all charges listed above, read your Policy.

**MAXIMUM SURRENDER CHARGE SCHEDULE**

**Plan** SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE  
**Insured** [JOHN DOE]  
**Policy Number** [SPECIMEN]  
**Policy Date** [OCTOBER 1, 2008]

Policy Year*	Surrender Charge Percentage**	
<u>1</u>	<u>8.00%</u>	Deleted: 7.
<u>2</u>	<u>7.43%</u>	Deleted: 6.
<u>3</u>	<u>6.86%</u>	Deleted: 5.
<u>4</u>	<u>6.29%</u>	Deleted: 4.
<u>5</u>	<u>5.71%</u>	Deleted: 4.2%
<u>6</u>	<u>5.14%</u>	Deleted: 3.
<u>7</u>	<u>4.57%</u>	Deleted: 2.8%
<u>8</u>	<u>4.00%</u>	Deleted: 2.1%
<u>9</u>	<u>3.43%</u>	Deleted: 1.4%
<u>10</u>	<u>2.86%</u>	Deleted: 0.7%
<u>11</u>	<u>2.29%</u>	Deleted: & Later
<u>12</u>	<u>1.71%</u>	Deleted: 0.0%
<u>13</u>	<u>1.14%</u>	
<u>14</u>	<u>0.57%</u>	
<u>15 &amp; later</u>	<u>0.00%</u>	

\*Measured from the Policy Date. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

During the surrender charge period, unless an exemption applies (see the Surrender Charge provision), a Surrender Charge will be deducted upon surrender. The Surrender Charge Percentage is level in all policy months in all policy years; and is shown above.

\*\* A Surrender Charge equals: the percentage for the appropriate policy year; times the Cash Value on the date the policy is surrendered.

**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE  
RATES PER \$1,000**

**Plan** SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE  
**Insured** [JOHN DOE]  
**Policy Number** [SPECIMEN]  
**Policy Date** [OCTOBER 1, 2008]

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
35	0.1034	57	0.6649	79	5.7163
36	0.1092	58	0.7220	80	6.3881
37	0.1159	59	0.7884	81	7.1225
38	0.1243	60	0.8708	82	7.9030
39	0.1326	61	0.9710	83	8.7618
40	0.1434	62	1.0882	84	9.7282
41	0.1560	63	1.2139	85	10.8176
42	0.1710	64	1.3466	86	12.0289
43	0.1894	65	1.4829	87	13.3543
44	0.2102	66	1.6202	88	14.7830
45	0.2311	67	1.7637	89	16.3047
46	0.2529	68	1.9150	90	17.8405
47	0.2712	69	2.0812	91	19.3764
48	0.2854	70	2.2732	92	21.0107
49	0.3038	71	2.5102	93	22.7668
50	0.3264	72	2.7873	94	24.6548
51	0.3557	73	3.0783	95	26.5682
52	0.3925	74	3.3926	96	28.4746
53	0.4352	75	3.7384	97	30.5495
54	0.4871	76	4.1292	98	32.8164
55	0.5450	77	4.5864	99	35.3015
56	0.6070	78	5.1183	100+	0.0000

## MINIMUM DEATH BENEFIT FACTORS

**Plan** SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE  
**Insured** [JOHN DOE]  
**Policy Number** [SPECIMEN]  
**Policy Date** [OCTOBER 1, 2008]

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
35	4.66919	57	2.26470	79	1.33077
36	4.50959	58	2.19911	80	1.30779
37	4.35579	59	2.13598	81	1.28633
38	4.20734	60	2.07543	82	1.26626
39	4.06455	61	2.01752	83	1.24742
40	3.92681	62	1.96237	84	1.22973
41	3.79435	63	1.91008	85	1.21320
42	3.66717	64	1.86044	86	1.19785
43	3.54497	65	1.81318	87	1.18369
44	3.42795	66	1.76810	88	1.17066
45	3.31587	67	1.72492	89	1.15869
46	3.20842	68	1.68342	90	1.14768
47	3.10521	69	1.64350	91	1.13735
48	3.00581	70	1.60506	92	1.12739
49	2.90969	71	1.56819	93	1.11760
50	2.81683	72	1.53302	94	1.10774
51	2.72733	73	1.49968	95	1.09751
52	2.64132	74	1.46794	96	1.08618
53	2.55892	75	1.43765	97	1.07270
54	2.48010	76	1.40877	98	1.05566
55	2.40489	77	1.38128	99	1.03269
56	2.33313	78	1.35526	100+	1.01000

## 1. DEFINITIONS

<b>Application</b>	The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.
<b>Attained Age</b>	The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.
<b>Policy Date</b>	The Policy Date is shown on the Policy Specifications page. Policy years, months and anniversaries are all measured from this date. Also, it is the date from which the contestable and suicide periods are measured.
<b>Designated Office</b>	Our Home Office or any other office we designate.
<b>Excess Loan</b>	An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value.
<b>In Writing</b>	In a written form satisfactory to us and received at our Designated Office.
<b>Insured</b>	The person whose life is insured under the Policy. Shown on the Policy Specifications page.
<b>Interest Crediting Start Date</b>	The date the first Net Premium is applied to the Policy. This date will be the later of: <ol style="list-style-type: none"><li>1. The Policy Date; and</li><li>2. The date we receive the first premium at our Designated Office.</li></ol>
<b>Issue Age</b>	The age of the Insured on his or her last birthday.
<b>Policy Loan Balance</b>	The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.
<b>Single Premium</b>	The Single Premium is the amount you stated in the Application that you intend to pay. This amount is shown on the Policy Specifications page.
<b>We, Us and Our</b>	Metropolitan Life Insurance Company.
<b>You and Your</b>	The Owner of the Policy.  In the Application, the words "you" and "your" refer to the proposed insured person(s).

## 2. POLICY BENEFITS

### Policy Proceeds

We will pay the Policy Proceeds to the Beneficiary upon receipt of proof satisfactory to us of the Insured's death. The Policy Proceeds are equal to:

1. The Death Benefit as described in the Death Benefit Options provision below; plus
2. Any premium received after the date of the Insured's death; less
3. Any Amount Due under a Grace Period provision as of the date of the Insured's death; less
4. Any Policy Loan Balance.

### Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Cash Value Accumulation Test will be used to make sure the Policy qualifies as a life insurance contract. The Minimum Death Benefit Factors: are shown on the Minimum Death Benefit Factors page of the Policy.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

1. Restrict certain changes to the Policy;
2. Require the issuance of a new policy in connection with such changes; and
3. Make changes to the Policy.

We will give you written notice of any of the above actions.

### Death Benefit Options

Prior to the Insured's Attained Age 100, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page. When 1 under either Option is the greater amount, the Policy is not in Corridor. When 2 under either Option is the greater amount, the Policy is in Corridor. Whether or not the Policy is in the Corridor affects the Net Amount at Risk, which in turn affects the Monthly Cost of Insurance. (See Monthly Cost of Insurance and Net Amount at Risk provisions.)

#### Death Benefit Option A

The Death Benefit prior to the Insured's Attained Age 100 equals the greater of:

1. The Face Amount; and
2. The Policy's Cash Value times the applicable Minimum Death Benefit Factor.

#### Death Benefit Option B

The Death Benefit prior to the Insured's Attained Age 100 equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The Policy's Cash Value times the applicable Minimum Death Benefit Factor.

**The Policy After the Insured's Attained Age 100**

If the Policy is in force on or after the Insured's Attained Age 100, the Death Benefit will equal 101% of the Cash Value on the date of the Insured's death.

The Policy could lapse after the Insured's Attained Age 100 if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Insured's Attained Age 100: loans may be taken; and loan repayments, partial withdrawals, and surrenders may be made.

After the Insured's Attained Age 100 no Monthly Deductions will be taken. Only premiums required under a Grace Period due to an Excess Loan can be paid.

**Please note: The Policy may not qualify as a life insurance contract under the Code on or after the Insured's Attained Age 100 and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond the Insured's Attained Age 100.**

**Policy Changes**

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.

**Change In Face Amount**

You can decrease the Face Amount by sending us a request In Writing.

After the first policy year and prior to the Insured's Attained Age 100, each requested decrease in Face Amount will be subject to the following:

1. The decrease will take effect on the monthly anniversary on or next following our approval of the request at our Designated Office.
2. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
3. The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.

**Change in Death Benefit Option**

Prior to the Insured's Attained Age 100, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we approve your request In Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

1. Change from Death Benefit Option A to Death Benefit Option B.  
The Face Amount of the Policy will be decreased, if necessary, to equal: the Death Benefit in effect immediately before the change; minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page.
2. Change from Death Benefit Option B to Death Benefit Option A.  
The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit in effect immediately before the change.

### 3. CASH VALUES

#### Cash Value

The Cash Value on the Interest Crediting Start Date equals:

1. The initial net premium received; less
2. The Monthly Deductions due from the Policy Date through the Interest Crediting Start Date.

The Cash Value on any day after the Interest Crediting Start Date equals:

1. The Cash Value on the preceding day, with interest on such value at the current rate(s); less
2. Any Change of Insured Charge; plus
3. Any net premium received on that day; less
4. Any partial withdrawal made on that day; less
5. If that day is a monthly anniversary, the Monthly Deduction to cover the policy month which starts on that day.

#### Cash Value After the Insured's Attained Age 100

If the Policy is in force, its Cash Value on and after the Insured's Attained Age 100 will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Insured's Attained Age 100, except for payments required under a Grace Period due to an Excess Loan.

#### Cash Value Interest Rate

The interest credited to the non-loaned Cash Value for a specific month will be at an effective annual rate not less than the Minimum Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

If you borrow against the Cash Value, the interest rate used to calculate the interest earned on the Cash Value securing any Loan will be at an effective annual rate not less than the Minimum Cash Value Interest Rate shown on the Policy Specifications page.

#### Monthly Deduction

The Monthly Deduction for the following month is deducted on the monthly anniversary date; and equals:

1. The Monthly Administrative Charge; plus
2. The monthly costs for any riders made a part of the Policy, unless otherwise indicated in a rider; plus
3. The Monthly Cost of Insurance.

There will be no Monthly Deduction taken on or after the Insured's Attained Age 100.

#### Monthly Administrative Charge

The Monthly Administrative Charge for the following month is charged as part of the Monthly Deduction. It will never exceed the Maximum shown on the Policy Specifications page.

#### Monthly Cost of Insurance

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and equals:

1. The Net Amount at Risk; times
2. The Monthly Cost of Insurance Rate, divided by 1,000.

<b>Net Amount at Risk</b>	<p>The Net Amount at Risk equals:</p> <ol style="list-style-type: none"> <li>1. When the Policy is not in Corridor: <ol style="list-style-type: none"> <li>a. The Death Benefit divided by the Monthly Cost of Insurance Factor; less</li> <li>b. The Cash Value (before the deduction of the Monthly Cost of Insurance) at the start of the policy month.</li> </ol> </li> <li>2. When the Policy is in Corridor: <ol style="list-style-type: none"> <li>a. The Death Benefit; less</li> <li>b. The Cash Value (before the deduction of the Monthly Cost of Insurance) at the start of the policy month.</li> </ol> </li> </ol> <p>If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.</p>
<b>Monthly Cost of Insurance Rates</b>	<p>At the start of each policy year, the Monthly Cost of Insurance Rate is determined for the Policy. The Monthly Cost of Insurance Rate is based on the Attained Age, risk classification, sex and completed years from the Policy Date.</p> <p>Any change in the cost of insurance rates will apply to all persons of the same Attained Age, sex, and risk classification whose coverage has been in force for the same length of time. However, the Monthly Cost of Insurance Rates will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page.</p>
<b>Net Cash Value</b>	<p>The Net Cash Value of the Policy equals: the Cash Value; less any Policy Loan Balance.</p>
<b>Cash Surrender Value</b>	<p>The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:</p> <ol style="list-style-type: none"> <li>1. Any Policy Loan Balance; and</li> <li>2. Any applicable Surrender Charge.</li> </ol>
<b>Surrender</b>	<p>You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request In Writing. The Cash Surrender Value will be paid to you in one sum, unless we agree in writing to an alternate method of payment. (See the Payment of Policy Benefits provision.)</p> <p>The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Monthly Deduction due on that date for a subsequent policy month.</p> <p>If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)</p> <p>If you surrender the Policy within 31 days after the policy anniversary date, the Cash Surrender Value of the Policy will not be less than the Cash Surrender Value on that anniversary date, adjusted for any Loans taken and any partial withdrawals made during the 31-day period.</p> <p>We may defer payment of the full Cash Surrender Value for up to six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.</p>
<b>Partial Withdrawals</b>	<p>After the first policy year, on any monthly anniversary, and subject to the conditions below, you may make a request In Writing for a partial withdrawal from the Cash Surrender Value.</p> <p>On every policy anniversary after the first, we will determine the maximum amount available to you for partial withdrawal. The maximum withdrawal amount is the greater of:</p>

1. The Cash Surrender Value at the start of that policy year; times the Withdrawal Percentage Limit, as shown on the Policy Specifications page; and
2. The previous year's maximum withdrawal amount.

The amount of your partial withdrawal request at any one time must be at least the Minimum Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

1. Result in the Face Amount being less than the Minimum Face Amount shown on the Policy Specifications page; or
2. Disqualify the Policy as life insurance under the Code and any interpretive regulation or rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the maximum withdrawal amount (see the second paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.

We may defer payment of the partial withdrawal for up to six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

**Surrender Charge**

During the surrender charge period, unless an exemption applies (see below) a Surrender Charge will apply upon surrender.

The Maximum Surrender Charges are shown on the Maximum Surrender Charge Schedule page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

**Exemptions From Surrender Charges**

No Surrender Charge will be deducted if:

1. The Owner of the Policy has never been changed; or
2. The Policy has never been assigned; or
3. A change of Owner or the assignment of the Policy is: to a successor as a result of a merger or acquisition; or to a trust established by the original Owner for the purpose of providing employee benefits.

**Continuation of Insurance**

The insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Net Cash Value is sufficient to cover the Monthly Deductions and there is no Excess Loan. (See the Grace Period provision.)

**Basis of Computation**

The minimum cash values, net single premiums, net level premiums, and guaranteed cost of insurance rates are based on the mortality table and the Minimum Cash Value Guaranteed Interest Rate as shown on the Policy Specifications page.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

## 4. LOANS

### Loans

After the first policy year, upon your request In Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

1. The Cash Value; less
2. Any Policy Loan Balance; less
3. Loan interest to the next policy anniversary; less
4. The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; plus
5. Interest at the Minimum Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The Policy will be the sole security for such Loan. After receipt of your Loan request, we have the right to defer your Loan for up to six months, except for payment of premiums to us.

### Adjustable Loan Interest

Interest on loans will be charged daily at a rate we set from time to time. The rate will never be more than the maximum permitted by law. We will not change this rate more than once a year. Any change will be effective on the policy anniversary.

The Loan Interest is due each year on the policy anniversary. If you do not pay the loan interest when it is due, we will add it to your existing Loan.

The rate of interest we set for a policy year may not exceed a maximum limit which is the greater of:

1. The Published Monthly Average for the calendar month ending two policy months before the beginning of the policy month in which the policy anniversary falls; and
2. The Minimum Cash Value Guaranteed Interest Rate plus no greater than 1.0%.

The Published Monthly Average means:

1. The Moody's Corporate Bond Yield Average-Monthly Average Corporates, as published by Moody's Investors Service, Inc. or any successor to that service; and
2. If that average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state which governs this Policy.

If the maximum limit for a policy year is at least  $\frac{1}{2}\%$  greater than the rate set for the previous policy year, we may increase the rate to more than that limit. If the maximum limit for a policy is at least  $\frac{1}{2}\%$  less than the rate set for the previous policy year, we will reduce the rate to at least that limit.

We will tell you the current loan interest rate when a loan is made. Also, we will mail you an advance notice if there is to be a change in the loan interest rate applicable to any existing Policy Loan Balance.

### Loan and Loan Interest Repayments

Any payment we receive will be applied as a loan repayment unless it is needed to keep the Policy in force.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. Unpaid Loans and Loan Interest will be deducted from any settlement of the Policy.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the Amount Due. If the Amount Due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

## 5. PREMIUMS AND GRACE PERIOD

<b>Payment of the Single Premium</b>	<p>The Single Premium is due as of the Policy Date. The Policy will not be in force until the first premium is paid.</p> <p>No additional premium can be paid, unless it is required under the Grace Period provision.</p>
<b>Net Premium</b>	<p>The net premium equals:</p> <ol style="list-style-type: none"><li>1. The premium paid; less</li><li>2. The premium paid times the Premium Expense Charge.</li></ol>
<b>Premium Expense Charge</b>	<p>A Premium Expense Charge may be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Grace Period</b>	<p>On a monthly anniversary day, if there is an Excess Loan (see the Definitions page) or if the Net Cash Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").</p> <p>At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required due to an Excess Loan, whichever is less. If we receive the Amount Due, it will be credited to the Policy as a premium as of the date we receive it. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.</p>
<b>Reinstatement</b>	<p>If the Policy has not been surrendered, within three years after the date of lapse you may reinstate your lapsed Policy prior to the Insured's Attained Age 100. To reinstate, you must submit a request In Writing and the following:</p> <ol style="list-style-type: none"><li>1. Evidence satisfactory to us that the Insured is insurable by our standards at the same Risk Classification shown in the Policy Specifications page.</li><li>2. Payment of the Monthly Deductions due and unpaid at the time of lapse.</li><li>3. Payment of an amount large enough to keep the Policy in force for at least two months.</li></ol> <p>Any Loans in effect at the time of lapse may be repaid or reinstated. The loan interest due for the period from the effective date of the lapse to the date of reinstatement will be based on the current loan interest rate(s) in effect during that period.</p> <p>The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.</p> <p>The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application. Any application for reinstatement becomes part of the Policy.</p> <p>The Surrender Charge at the time of Reinstatement will be that in effect at the time of lapse. Riders can be reinstated only as stated in the rider or with our consent.</p>

## 6. GENERAL PROVISIONS

<b>The Contract</b>	<p>We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.</p> <p>If we make any payment or policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.</p>
<b>Statements in Application</b>	<p>All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to: void the Policy or any rider; or to deny a claim unless made in the Application.</p>
<b>Misstatement of Age or Sex</b>	<p>If we determine there was a misstatement of age or sex reflected in the Policy, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Cost of Insurance at the correct age and sex.</p>
<b>Unisex Basis</b>	<p>If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females. See bottom of page 3 for the indication of whether the Policy is issued on a sex-distinct or unisex basis.</p>
<b>Incontestability</b>	<p>The insurance issued under the Policy will not be contestable after it has been in force during the lifetime of the Insured for two years from the Policy Date.</p> <p>This provision will not apply to any rider that contains its own incontestability clause.</p> <p>If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time that it would have ended under the original policy.</p>
<b>Suicide Exclusion</b>	<p>If the Insured dies by suicide, while sane or insane, within two years from the Policy Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or, if greater and required by law, the reserve; less any Policy Loan Balance on the date of death.</p> <p>If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time that it would have ended under the original policy.</p>

<b>Change of Insured</b>	While this Policy is in force, you may change the Insured. To do this you must meet the requirements established by us. We will charge a fee for processing a change in insured. The charge will not exceed the Maximum Change of Insured Charge shown on the Policy Specifications page times the Cash Value at the end of the day before the Change is made.
<b>Annual Report</b>	Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current policy values; partial withdrawals; premiums paid and deductions made since the last report; any Policy Loan Balance; and any other information required by law or regulation.
<b>Illustration of Benefits</b>	You may make a request In Writing for an illustration of benefits. We may charge a fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

## 7. PERSONS WITH AN INTEREST IN THE POLICY

<b>Owner</b>	<p>The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.</p> <p>The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.</p>
<b>Beneficiary</b>	<p>The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.</p> <p>Any payment we make will terminate our liability with respect to such payment.</p>
<b>Change of Owner or Beneficiary</b>	<p>During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change In Writing. Once it is recorded, the change will take effect as of the date you signed the request, whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.</p>
<b>Assignments</b>	<p>If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.</p>
<b>Requests For Changes or Information</b>	<p>All requests for change or information must be submitted In Writing.</p>

## 8. PAYMENT OF POLICY BENEFITS

### Payment

A lump sum payment will be made, unless we agree in writing to an alternate method of payment.

### Interest on Proceeds

We will pay interest on proceeds from the date of the Insured's death to the date of payment. Interest will be at an annual rate determined by us, but it will never be less than the greater of: the Minimum Cash Value Guaranteed Interest Rate as shown on the Policy Specifications page; and the rate required by law.

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### Extended Provisions

Provisions for settlement of proceeds different from a lump sum payment may be used upon written agreement with us.

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**Metropolitan Life Insurance Company**

501 Boylston Street  
Boston, MA 02116

Karen A. Johnson, FLMI, AIRC, ACS  
Vice President

February 18, 2008

RE: Form No. 1-35-08, Single Premium Adjustable Life Insurance

Dear State Regulator:

I hereby authorize:

Sandra K. Meltzer & Associates, Inc.  
1750 Century Circle, Suite 2  
Atlanta, Georgia 30345

to carry out the filing of Policy Form 1-35-08, and any related documents, in your state on behalf of Metropolitan Life Insurance Company.

Sincerely,

A handwritten signature in black ink that reads "Karen A. Johnson".

Karen A. Johnson