

SERFF Tracking Number: TCRE-125765780 *State:* Arkansas
Filing Company: TIAA-CREF Life Insurance Company *State Tracking Number:* 40840
Company Tracking Number: AM-JUL.3 AR (2008)
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: Survivorship 2008 Fixed UL filing
Project Name/Number: Survivorship 2008 Fixed UL filing/AM-JUL.3 AR (2008)

Filing at a Glance

Company: TIAA-CREF Life Insurance Company

Product Name: Survivorship 2008 Fixed UL filing SERFF Tr Num: TCRE-125765780 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 40840
Adjustable Life

Sub-TOI: L09I.002 Joint (Last Survivor) Co Tr Num: AM-JUL.3 AR (2008) State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird
Authors: Patrick McGroarty, Disposition Date: 11/21/2008

Michele Kahn, Jiaming Jiang
Date Submitted: 11/11/2008 Disposition Status: Approved

Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: Survivorship 2008 Fixed UL filing

Project Number: AM-JUL.3 AR (2008)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/21/2008

State Status Changed: 11/21/2008

Corresponding Filing Tracking Number: AM-JUL.3 AR (2008)

Filing Description:

Re: TIAA-CREF Life Insurance Company ("TIAA-CREF Life")

NAIC No.: 60142 NAIC Group No.: 1216 FEIN No.: 13-3917848

New Submission

Individual Life Last Survivor Flexible Premium Universal Life Insurance

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 10/21/2008

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

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2001 CSO Rate Table inclusion

Policy Form Number AM-JUL.3 AR (2008)

Dear Commissioner

We are submitting for your review and approval a copy of our new Last Survivor Flexible Premium Universal Life Insurance, non-participating Policy, form number AM-JUL.3 AR (2008). Policy Form AM-JUL.3 AR (2008) will be replacing our policy form AM-JUL.1 (GEN.) .previously approved by your Department on December 22, 1999. This form has been approved in New York, our state of domicile, on October 21, 2008.

Policy form AM-JUL.3 AR (2008) includes the required 2001 CSO Mortality Table rates in addition to some stylistic changes and enhancements to the policy.

We plan to introduce policy form AM-JUL.3 AR (2008) during the fourth quarter of 2008, which is when we expect to have sufficient approvals to market this product. We will discontinue the marketing of our existing approved Last Survivor Flexible Premium Universal Life, form number AM-JUL.1 (AR) the earlier of the date in which we have commenced the marketing of policy form AM-JUL.3 AR (2008).

Provided below is a detailed description of Policy Form number AM-JUL.3 AR (2008):

Form AM-JUL.3 AR (2008) is our Last Survivor, Non-participating, Individual, Flexible Premium Universal Life Insurance policy. This policy form will be marketed with an illustration.

Form AM-JUL.3 AR (2008) does not include surrender charges. Issue ages for AM-JUL.3 AR (2008), are 0–90. The underwriting classifications for Policy form AM-JUL.3 AR (2008) are Preferred Plus, Preferred, Select Standard Non-Tobacco, and Standard (Tobacco User). Substandard risk classifications and permanent and temporary flat extra ratings will apply as appropriate. Juvenile insureds will be classified Preferred and Select (blended Tobacco/Non-Tobacco. The minimum face amount for form AM-JUL.3 AR (2008) is \$100,000.

Extended Maturity Benefit

With the Extended Maturity Benefit, this Policy will remain in force for the life of a surviving insured person. When the

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younger insured person reaches age 121, the Cash Surrender Value of the Policy will be the death benefit and the death benefit will equal the Policy Value. Any loans present on the Policy at age 121 will remain on the Policy and continue to be charged interest. No additional Premium payments will be allowed, but payments towards the loan balance or interest will be allowed. No additional loans or partial withdrawals will be allowed. There is no charge for this benefit.

Accelerated Death Benefit Option

As a supplemental benefit within policy form number AM-JUL.3 AR (2008), an owner may accelerate the available proceeds if the surviving insured under form AM-JUL.3 AR (2008) is terminally ill.

Policy Loan with Fixed Loan Interest Rate

The owner may obtain a policy loan at any time while at least one of the insureds under form AM-JUL.3 AR (2008) is living. Any policy loan will bear interest, payable in arrears, at a fixed annual rate of 5%.

The variable (and/or John Doe) information for each policy form is shown on policy data pages 4, 5, 6, 7, 8, and 9. Pages 5, 6, 7 and 8 reflect policy benefits and premiums, and policy charges, respectively. For illustrative purposes, we have inserted two versions of page 9 in form AM-JUL.3 AR (2008) with a distinctive code number: one reflecting the Table of Net Single Premiums per \$1,000 of Death Benefit for the Cash Value Accumulation Test (CVAT) under Section 7702 of the Internal Revenue Code, and the other reflecting the Table of Death Benefit Corridor Factors for the Guideline Premium Test (GPT) under Section 7702 of the Internal Revenue Code. When policy form AM-JUL.3 AR (2008) is issued, it will include the appropriate page 9.

This filing is in being made in conjunction with our SERFF filing, number TCRE-125756277 which has been submitted to your Department on November 7, 2008 in which we have requested approval of the following forms which we also intend to use with policy AM-JUL.3 AR (2008).

Section 5A of the actuarial memorandum describes the unisex rates that will be used for Norris decision type groups.

Form IL-APPUL.1

Life Insurance Application

<i>SERFF Tracking Number:</i>	<i>TCRE-125765780</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>TIAA-CREF Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40840</i>
<i>Company Tracking Number:</i>	<i>AM-JUL.3 AR (2008)</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.002 Joint (Last Survivor)</i>
<i>Product Name:</i>	<i>Survivorship 2008 Fixed UL filing</i>		
<i>Project Name/Number:</i>	<i>Survivorship 2008 Fixed UL filing/AM-JUL.3 AR (2008)</i>		

AM-OVERLOAN.1 (2008)

The Overloan Protection Endorsement, form number AM-OVERLOAN.1 (2008) will prevent the policy from lapsing if the policy is ever Overloaned as defined in the Endorsement. The Overloan Protection Endorsement will be provided to our policyholders at no additional charge. It can also be added after issue.

AM-JVSPLIT.2 (2008) Last Survivor Policy Split Rider

The Last Survivor Policy Split Rider, form number AM-JVSPLIT.2 (2008) allows the owner, at no cost, under specific circumstances to split our last survivor policies into two single life policies on the life of each insured without evidence of insurability. However both people under the original policy must be living at the time of the application. The face amount of each new policy will be equal to half of the current face amount of the existing policy and the death benefit option of each new policy will be the same as for the base policy. We will issue each new policy as a single life Intelligent Life VUL or UL (whichever is applicable). The coverage under this option will end on the date of any policy surrender. Issue ages for the split option range from 0 to 90.

AM-ESTPROT.1 (2008) Estate Protection Rider

Our Estate Transfer Protection Rider, Form number AM-ESTPROT.1 (2008), provides an additional death benefit until four years after the death of the first insured. The additional death benefit is equal to a chosen percentage of the death benefit of the policy. This rider terminates four years after we receive notification of the first death (or upon second death if sooner). This rider can be added to the policy after issue while both Insureds are alive. Evidence of insurability will be required. Issue ages for the estate protection rider range from 0 to 90. This rider will only be available on our Last Survivor policy forms.

TCL-SUVCHARBEN.2008 Institutional Charitable Benefit Rider

Rider form TCL-SUVCHARBEN.2008 pays an additional death benefit equal to one percent of the face amount of the base policy to which this rider will be attached. The beneficiary for this additional death benefit must be an eligible institution chosen by the policy owner. This rider will be available to the currently filed Last Survivor policy form and all

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Patrick McGroarty, AIRC, AAPA, AIAA, ACS
 Sr. Contract Forms Specialist
 E-Mail: pmcgroarty@tiaa-cref.org
 Phone: (800) 842-2733, Extension 3284

Company and Contact

Filing Contact Information

Pat McGroarty, Senior Contract Forms Specialist pmcgroarty@tiaa-cref.org
 730 Third Avenue (212) 913-3284 [Phone]
 New York, NY 10017 (212) 916-5903[FAX]

Filing Company Information

TIAA-CREF Life Insurance Company CoCode: 60142 State of Domicile: New York
 730 Third Avenue Group Code: 1216 Company Type: L&H
 New York, NY 10017 Group Name: TIAA-CREF State ID Number:
 (212) 490-9000 ext. [Phone] FEIN Number: 13-3917848

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TIAA-CREF Life Insurance Company	\$50.00	11/11/2008	23845329

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/21/2008	11/21/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/18/2008	11/18/2008	Patrick McGroarty	11/19/2008	11/19/2008

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Disposition

Disposition Date: 11/21/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Certification/Notice		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	2008 Actuary certification and Illustration		No
Supporting Document	Actuarial memorandum and exhibits		No
Supporting Document	Revised Cover letter		Yes
Supporting Document	Accelerated Death Benefit Disclosure Notice		Yes
Supporting Document	Notice of Accelerated Death Benefit Payment		Yes
Form	Flexible Premium Last Survivor Universal Life Insurance Policy		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/18/2008
Submitted Date 11/18/2008
Respond By Date
Dear Pat McGroarty,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)
- Flexible Premium Last Survivor Universal Life Insurance Policy (Form)

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

Accelerated Benefits Provisions in life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/19/2008
Submitted Date 11/19/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Dear Ms. Bird.

Thank you for your letter dated Nov.18, 2008.

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I am attaching

1. A revised letter in which I have added the following additional language to page 1 that was left off the original letter.

We assure you that we will comply with the following Rules & Regulations:

- Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)
- Rule & Regulation 49 (Notice Of The Arkansas Life And Health Insurance Guaranty Association Act)
- ACA 23-79-138 (Complaint Notice)

2. Please confirm whether or not the attached certification satisfies Regulation number 34.

3. Please refer to the attached Accelerated Death Benefit Disclosure Notice and Notice of Accelerated Death Benefit Payment.

Thank you for your further consideration of this submission.

Pat McGroarty

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)
- Flexible Premium Last Survivor Universal Life Insurance Policy (Form)

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

Accelerated Benefits Provisions in life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Changed Items:

No Supporting Documents changed.

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Form Schedule

Lead Form Number: AM-JUL.3

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AM-JUL.3 AR (2008)	Policy/Cont ract/Fraternal Certificate	Flexible Premium Last Survivor Universal Life Insurance Policy	Initial		59	Arkansas Joint UL AM-JUL June 3, 2008).pdf



TIAA-CREF Life Insurance Company
 730 Third Avenue
 New York, NY 10017-3206
 212 490-9000 1 800 223-1200

Your Flexible Premium Last Survivor Universal Life Insurance Policy

PLEASE READ THIS POLICY CAREFULLY. This policy is a legal contract between the owner and TIAA-CREF Life Insurance Company. This policy is issued in consideration of the application and the payment of the first premium.

Subject to the conditions specified in this policy, you may request to accelerate this policy's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this policy

Throughout this document, *you* and *your* mean the owner or owners of the policy named in the application or in any later change shown in our records. *We*, *us* and *our* refer to TIAA-CREF Life Insurance Company.

Your right to cancel this policy

During the right to cancel period, you have the right to cancel this policy and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this policy. To cancel your policy, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your policy or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box 724508, Atlanta, GA 31139, or you may call us at Tel: 1-877 694 0305]


 Secretary


 President

Key features of your Flexible Premium Last Survivor Universal Life Insurance policy

- Adjustable death benefit
- Flexible premiums payable during either insured's lifetime
- Pays death benefit proceeds when the last surviving person insured by the policy dies
- Can be cashed in for its cash surrender value
- Non-Participating policy. This policy does not pay dividends
- Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable

About your contract

Your contract with us includes your application, this policy and any riders or endorsements that are attached to it. It also includes applications that are attached for any later changes you made to the policy.

We have assumed that all statements you made in your applications are true to the best of your knowledge and belief. We relied on these statements when we issued this policy. These statements in the absence of fraud are representations only — they are not warranties. We will only use these statements to cancel this policy or contest a claim if you made a material misrepresentation in your application.

Only our President, a Vice President or the Secretary may change the terms of this policy or waive any of our rights or requirements under it.

You will find the detailed terms of your policy in sections 2 and 3 of this document followed by the terms of any riders you have added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance policy. Please read it carefully and keep it in a safe place. We have divided it into three main sections.

Section 1 — A summary of your policy

This section is a brief summary of your policy. It tells you your policy's key values, benefits and charges, and reminds you of the choices you made on your application.

Section 2 — How your policy works

This section describes how the main benefits and features of your policy work. It also explains the changes you can make to your policy and other things you can do under it.

Policy ownership and beneficiaries 11

Who owns your policy
About your beneficiaries

The death benefit 13

What we pay to your beneficiaries
When we pay death benefit proceeds
Understanding the minimum death benefit
How death benefit proceeds are calculated
Changing your death benefit option
Changing the face amount
Accelerated death benefit

All about premiums 18

Making premium payments
Limits on the premium payments you can make

Interest crediting 18

Loans, withdrawals and surrenders 19

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Making withdrawals
Advisory fees
Surrendering your policy

Your policy value.....21
 How we calculate your policy value
 Monthly charges

Lapsing and reinstatement.....23
 About lapsing
 Reinstating your policy

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Other things to know about your policy24
 Entire contract
 Statements and reports we will send you
 Illustration
 Communicating with us
 When we process payments
 Misstatement of age or sex
 Contesting the validity of your policy
 If a person insured by the policy commits suicide
 Policy calculations
 Dividends

Section 3 — Some definitions
 This section explains some of the key terms we have used in the policy26

[RidersAttached
 Last Survivor Policy Split Option rider
 Estate Transfer Protection rider
 Institutional Charitable Benefit rider
 Overloan Protection Endorsement]

[Endorsements addedAttached
 Aviation limitation endorsement]

Section 1 — A summary of your policy

Policy information

Policy owner [JOHN DOE]
Plan Flexible Premium Last Survivor Universal Life Insurance

Policy number [123456789]
Minimum face amount \$[100,000.00]

Persons insured by this policy:

Person insured by the policy [JOHN DOE]
Issue age [35]
Gender [MALE]
Underwriting class [PREFERRED PLUS NON TOBACCO]

Person insured by the policy [JANE DOE]
Issue age [35]
Gender [FEMALE]
Underwriting class [PREFERRED PLUS NON TOBACCO]

Issue date [01/01/2009]
Policy date [01/01/2009]
Monthly charge date [1]

Policy benefits

Initial face amount \$[250,000.00]
Death benefit option [A - Level]

You can increase or decrease the face amount while your policy is in force. We will pay the death benefit proceeds to your beneficiary(ies) when the last surviving person insured by this policy dies. You can have the proceeds paid in a lump sum or you can choose one of our other payment methods.

If the last surviving person insured by this policy has a terminal illness, you can apply to get all or part of the death benefit early.

[Riders [and
endorsements]
you have added]

[You have chosen to add the following riders and endorsement (s) to your policy:

Estate Transfer Protection rider
Overloan Protection Endorsement
Institutional Charitable Benefit rider
Last Survivor Policy Split Option rider]

About your premium payments	<p>Minimum first premium [\$50.00] Planned premium [\$500.00] Frequency of your planned premium [ANNUAL]</p>
	<p>You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your application. You do not have to pay your planned premiums, but if you do not, your policy may lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it is due.</p>
	<p>Even if you pay all of your planned premiums, your policy may still lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it is due. We will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you do not pay it before the end of the grace period, your policy will lapse.</p>
	<p>The amount of coverage, and the length of time that your policy remains in force, depends on:</p> <ul style="list-style-type: none"> • the amount and timing of your premium payments, • whether you change the face amount or your death benefit option, • the withdrawals you take or loans you make, • the amount of the monthly charges and premium tax charges, • the interest rates on the fixed-rate account and loan account, or • whether you change rider benefits.
Tax test	<p>Tax test [GUIDELINE PREMIUM TEST] [Initial Guideline Level Premium [\$1.567.44]] [Initial Guideline Single Premium [\$14.133.86]]</p>
How your premium payments are allocated	<p>We deduct a premium tax charge from each premium payment you make, and then allocate your <i>net premium</i> to the fixed account.</p>
Policy value	<p>The value of your policy can change daily.</p> <p>Policy value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, policy charges, how much you have borrowed or withdrawn from the policy and the level of policy and rider benefits.</p>
Loans, withdrawals and surrenders	<p>Any time after the right to cancel period ends you can take out a loan from us using your policy as collateral.</p> <p>The loan interest rate is fixed at an effective annual rate of 5% per year. The loan account guaranteed effective annual interest rate is 4.35%.</p> <p>You can take out all or part of your cash surrender value by making partial withdrawals or surrendering your policy.</p>
Fixed Account	<p>The guaranteed minimum interest rate on the fixed account is an effective annual interest rate of 3%. We may choose to set a higher rate for this account. The rate may be different from the interest rate on the loan account.</p>

Policy charges**Charges deducted from your premiums**

Premium tax charge of [2.00%] applicable to each premium paid.

Charges deducted from your policy

We deduct a monthly charge that has two parts:

- Guaranteed maximum cost of insurance charge: See the table in Section 1
 - Charges for the riders you have added: [See the attached riders]
-

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial face amount, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the policy year, and the issue age, gender and underwriting class of each person insured by the policy. You will find more about the monthly cost of insurance charge in Section 2.

POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE
[1	0.100000		30	0.220267		59	14.324885
2	0.100000		31	0.262100		60	15.999115
3	0.100000		32	0.309899		61	17.796278
4	0.100000		33	0.365069		62	19.575104
5	0.100000		34	0.428730		63	20.860516
6	0.100000		35	0.503001		64	21.689665
7	0.100000		36	0.591475		65	23.057191
8	0.100000		37	0.698888		66	24.728317
9	0.100000		38	0.826632		67	26.503551
10	0.100000		39	0.972914		68	28.475393
11	0.100000		40	1.141510		69	30.648324
12	0.100000		41	1.335421		70	33.035086
13	0.100000		42	1.560266		71	35.578025
14	0.100000		43	1.823970		72	38.204107
15	0.100000		44	2.131305		73	40.893362
16	0.100000		45	2.484609		74	43.644798
17	0.100000		46	2.905785		75	46.498036
18	0.100000		47	3.403788		76	49.371476
19	0.100000		48	3.954761		77	52.160463
20	0.100000		49	4.563823		78	54.844670
21	0.100000		50	5.252771		79	57.607521
22	0.100000		51	5.998646		80	61.019697
23	0.100000		52	6.848973		81	64.291891
24	0.100000		53	7.834540		82	67.709969
25	0.100000		54	8.888990		83	71.337923
26	0.105368		55	9.970373		84	74.756239
27	0.127125		56	10.900314		85	78.322319
28	0.153353		57	11.779114		86	83.333333]
29	0.184273		58	12.920094			

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page 15).

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

[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the policy year, and the issue age, gender and underwriting class of each person insured by the policy. The net single premium may also be affected by any riders you have added to this policy.

Year	Net Single Premium		Year	Net Single Premium		Year	Net Single Premium
1	138.23		30	420.88		59	874.20
2	143.76		31	436.17		60	886.19
3	149.51		32	451.83		61	898.30
4	155.48		33	467.85		62	910.98
5	161.69		34	484.22		63	925.17
6	168.15		35	500.92		64	942.91
7	174.86		36	517.93		65	966.82
8	181.84		37	535.20		66	1,000.00
9	189.08		38	552.69		67	1,000.00
10	196.62		39	570.34		68	1,000.00
11	204.44		40	588.12		69	1,000.00
12	212.57		41	605.97		70	1,000.00
13	221.01		42	623.86		71	1,000.00
14	229.78		43	641.74		72	1,000.00
15	238.88		44	659.52		73	1,000.00
16	248.33		45	677.14		74	1,000.00
17	258.13		46	694.52		75	1,000.00
18	268.29		47	711.55		76	1,000.00
19	278.83		48	728.10		77	1,000.00
20	289.75		49	744.13		78	1,000.00
21	301.06		50	759.65		79	1,000.00
22	312.76		51	774.57		80	1,000.00
23	324.85		52	788.93		81	1,000.00
24	337.35		53	802.64		82	1,000.00
25	350.25		54	815.53		83	1,000.00
26	363.57		55	827.65		84	1,000.00
27	377.31		56	839.13		85	1,000.00
28	391.44		57	850.55		86	1,000.00]
29	405.97		58	862.30			

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Section 2 — How your policy works

Policy ownership and beneficiaries

This section of your policy tells you about owners, beneficiaries and exchanges.

Who owns your policy

The owner is the person or persons named in the application who make the decisions about the policy and its benefits while either of the persons insured by the policy is living. The owner of this policy appears in Section 1. If you did not name an owner on your application, the persons insured by the policy are the owners.

Your rights as a policy owner

As the policy owner, you have the following rights:

- to transfer ownership or assign the policy,
- to change the beneficiary(ies),
- to receive benefits and choose payment methods for them,
- to change the amount or timing of premiums,
- to change the death benefit option,
- to change the face amount,
- to reinstate the policy if it lapses,
- to take out a loan, make a withdrawal or surrender the policy, or
- to change riders

If you have named an irrevocable beneficiary, you will need his or her permission to make all of these decisions, except to change the amount or timing of premiums and to reinstate the policy if it lapses.

If this policy has more than one owner and one of you dies, the surviving owner will hold all rights under the policy. If the last surviving owner dies, his or her estate will own the policy, unless you give us your written instructions to the contrary.

Assigning the policy

You can assign your policy in two ways:

- A *collateral* assignment does not change the ownership of the policy, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the policy to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We are not responsible for the validity of any assignment.

Transferring ownership

You can transfer ownership of this policy by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the policy. The new owner will have all the rights under the policy.

The transfer of ownership may be requested at anytime during the lifetime of either insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not either insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or persons you named in your application, or in a written form subsequent to the submission of your application to receive the death benefit proceeds when the last surviving person insured by the policy dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the last surviving insured dies or if you have not named a beneficiary, you as the policy owner will receive the proceeds. If you are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries anytime before the death of the insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, the owner of the policy must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- If acceptable to us, the change will take effect as of the date the request is signed, whether or not the last surviving insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written request for the change.
- If you change your beneficiary and you have chosen a monthly payment method for the death benefit proceeds or cash surrender value, we will cancel that payment method and you will have to choose a payment method again. You will find more about monthly payment methods in Payment methods for the death benefit proceeds and cash surrender value.

The death benefit

The amount of your policy's death benefit depends on the death benefit option you chose on your application. We offer three options under this policy. The option you chose appears in Section 1.

- Option A — the death benefit will be the same as your policy's face amount. This is known as a *level* death benefit.
- Option B — the death benefit will equal your policy's face amount plus your policy value. This is known as an *increasing* death benefit.
- Option C — the death benefit will equal your policy's face amount plus all premiums credited to the policy since the policy issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You will find more about the minimum death benefit later in this section. When the younger person insured by the policy reaches age 121, the death benefit for any of the options will be the same as your policy value.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your policy's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries after we have received due proof of the death of both of the persons insured and all information and documents requested by the company.

- Both persons must have died while the policy is in force.
- If both persons insured by the policy die at the same time, or if it is not clear who died first, we will assume the younger of the two died later.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you do not choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If the last surviving person insured by the policy commits suicide within two years of this policy's issue date, we will pay you only the premiums you have paid, less any outstanding loan amount and withdrawals you have made. You will find more about this in *If a person insured by the policy commits suicide*.

Understanding the minimum death benefit

For your policy to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You will find the test for your policy in Section 1. This test can not be changed once we have issued your policy.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your policy value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your policy value multiplied by a death benefit factor. You will find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the last surviving person insured by the policy dies. Death benefit proceeds will equal the death benefit under the option you have chosen, minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option starting at any time on or after your first policy anniversary while your policy is in force. Here is how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We will make the change before we deduct the monthly charge.
- We will not allow any change in death benefit option that prevents the policy from qualifying as life insurance under federal tax law.
- We may restrict any changes from or to Option C.
- If a change in death benefit option would cause your policy to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We will send you a policy endorsement after we make the change.

Changing from Option A to Option B or Option C

Here is what you need to know about changing from Option A to Option B or Option C:

- Both persons insured by the policy must be living and you must give evidence of insurability satisfactory to us.
- After the change, the face amount can not be less than the minimum face amount shown in Section 1.
- We will decrease the face amount by the policy value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We will decrease the face amount on the effective date of the change. To do this, we will first reduce any increases in the face amount you have asked us for, starting with the most recent. Then we will reduce the initial face amount.

Changing from Option B or Option C to Option A

Here is what you need to know about changing from Option B or Option C to Option A:

- Both persons insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will increase the face amount by the policy value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We will increase the face amount on the effective date of the change. The underwriting class for the increase will be the same as it is for the most recent increase that you requested. If you have not requested an increase, it will be the same as it is for the initial face amount.

Changing from Option B to Option C or from Option C to Option B

Here is what you need to know about changing from Option B to Option C or from Option C to Option B:

- Both persons insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will adjust the face amount by the policy value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the face amount. A change from Option C to Option B will subtract this adjustment from the face amount.
- We will adjust the face amount on the effective date of the change. The underwriting class for any increase will be the same as it is for the most recent increase that you requested. If you have not requested an increase, it will be the same as it is for the initial face amount.
- Any decrease in the face amount will also be on the effective date of the change. To do this, we will first reduce any increases in the face amount you have asked us for, starting with the most recent. Then we will reduce the initial face amount.

Changing the face amount

Your policy's initial face amount is the amount of insurance coverage on the issue date. You will find the initial face amount in Section 1.

The face amount may change if any of the following happens:

- you ask us to increase or decrease it,
- you change your death benefit option,
- you make any withdrawals, or
- you accelerate your death benefit.

You can ask us to increase or decrease the face amount at any time starting on your first policy anniversary. You must send us your written request while your policy is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we have approved the change, we will send you a policy endorsement showing your new face amount.

Increasing the face amount

Here is what you need to know about increasing the face amount:

- Both persons insured by the policy must be living and must not have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting class and cost of insurance rates.
- We will apply the tax test shown in Section 1 to any increase in the face amount to make sure your policy still qualifies as life insurance under federal tax law.
- We reserve the right to limit increases in the face amount to one increase in any 12-month period.

Decreasing the face amount

Here is what you need to know about decreasing the face amount:

- At least one person insured by the policy must be living on the date we receive your request.
- Each decrease you request must be at least \$25,000.
- The face amount after the decrease must not be less than the minimum face amount for this policy.
- To apply the decrease, we will first reduce any increases in the face amount you have asked for, starting with the most recent. Then we will reduce the initial face amount.
- We will not allow any decrease in face amount that prevents the policy from qualifying as life insurance under federal tax law.
- If a decrease in face amount would cause your policy to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.

Accelerated death benefit

If one of the persons insured by the policy has died and the last surviving person insured by the policy is diagnosed with a terminal illness, you can apply to get part or all of your policy's death benefit early. This is called accelerating your death benefit. You must submit your completed application along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we will deduct the following from the death benefit amount you have asked for before making a payment:

- one year of interest equal to the yield on a 90-day Treasury bill on the date we approve your application,
- an administrative expense charge of up to \$200,
- any unpaid amounts due within your policy's grace period on the date we approve your application, and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you are getting early to the total death benefit available for acceleration under your policy on the date we approve your application.

If you only get part of your death benefit early, the rest of your policy's death benefit will remain in place. We will continue to deduct monthly charges from your policy value.

Here is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the last surviving person insured by the policy has a terminal illness and 12 months or less to live. The terminal illness can not be caused by intentionally self-inflicted injuries.
- Submit due proof of death that the first insured has died.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you have assigned the policy before we can make a payment.
- If you are applying to get all of your death benefit early, send this policy and any riders you have added with your application. If you are only applying for part of the death benefit, we will send you a policy endorsement once we approve your application.
- The last surviving person insured by the policy must be living and your policy must be in force when we approve your application. If that person dies before we make the payment to you, we will pay the death benefit proceeds to your beneficiary.
- We will not approve your application if you are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your policy

If you choose to get all of your death benefit early, your policy will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we will reduce your face amount, policy value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit that was available for acceleration on the date we approved your application.

When we reduce your face amount, we will first reduce any increases in the face amount you asked for, starting with the most recent. Then we will reduce the initial face amount.

Getting the death benefit early will not affect our rights to contest your policy. You will find more about this in *Contesting the validity of your policy*.

In the event of suicide of the second insured to die, while sane or insane, after an accelerated death benefit is paid and within two years from this policy's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of suicide of the second insured to die, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in face amount for which evidence of insurability had been provided, or a change in death benefit options, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your policy value any additional cost of insurance and rider charges associated with such increase or change.

We will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this policy's death benefit, if any, and any remaining face amount, policy value or outstanding loan amount.

All about premiums

Your policy gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and *Limits on the premium payments you can make*. We deduct a premium tax charge from each premium payment, and then allocate your net premium to the fixed account on the business day we receive your payment. You will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You will find your minimum first premium payment in Section 1. It was due on your policy's issue date. Your insurance coverage started when you paid this premium and we issued your policy.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here is how it works:

- You will find the amount and frequency of your planned premium in Section 1. You chose these on your application.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We will send you a notice to remind you of your planned premium payment. We will not send a notice if you have chosen to make scheduled electronic payments. You are not required to make planned premium payments, but if you miss a payment, your policy may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your policy could still lapse if its cash surrender value is not enough to cover your monthly charges. You will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time.
- We reserve the right to limit total premium payments to \$500,000 within a policy year.
- While this policy is in force, we will accept premium payments while either person insured by the policy is living or until the younger insured reaches age 121.
- We will treat any payment you make during the life of your policy as a premium unless you tell us otherwise.
- After the first premium payment, you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your policy will stay in force until the younger insured's age 121.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your policy's tax test is the guideline premium test, we will refuse to accept all or part of a premium payment if, by accepting it, your policy would no longer qualify as life insurance under federal tax law. You will find the tax test for this policy in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your policy to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we will send it no later than 60 days after the end of the policy year in which you paid the premium. We will not return a premium payment if it would cause your policy to lapse. You will find more about lapsing in *Lapsing and reinstatement*.

Interest Crediting

The policy value earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed account may be different than the interest rate on the loan account.

Loans, withdrawals and surrenders

You can get access to all or some of your policy value while your policy is in force by making partial withdrawals or surrendering your policy. You can also take out a loan from us using your policy as collateral.

About loans

You can borrow money from us any time after *your right to cancel policy* period ends while at least one of the persons insured by the policy is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your policy value as collateral. You pay interest on the amount you borrow. The policy value set aside to secure your loan also earns interest. Here is how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you are borrowing from the fixed account to the loan account.
- The amount of policy value in the loan account earns interest. You will find more about the loan account later in this section. You will find more about how we calculate policy value in the loan account in *Your policy value*.
- Taking out a loan may affect your policy value because the amount set aside in the loan account may earn interest at a different rate than policy value in the fixed account.
- Interest owed on the amount you have borrowed accrues daily at an annual rate set by us. You will find more about our interest rates later in this section.
- Interest that has accrued during a policy year is due on your policy anniversary and whenever the cash surrender value is not enough to cover the monthly charge. If you do not pay the interest when it is due, we will add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each policy anniversary, if your outstanding loan amount is greater than your policy value in the loan account, we will transfer the difference from the fixed account to the loan account.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the policy value, your policy will enter the grace period. You will find more about the grace period in *The grace period*.

How much you can borrow

The minimum amount you can borrow is \$1,000. The maximum amount you can borrow is your policy value. Throughout this policy, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan

You can repay all or part of your outstanding loan amount any time while your policy is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We will not deduct a premium tax charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the fixed account.

If you do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the last surviving person insured by the policy dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your policy's first anniversary as long as the policy is in force and at least one of the persons insured by the policy is living.

Here is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least \$1,000.
- The amount we send you will be reduced by a \$20.00 service charge.
- We will send you a policy endorsement showing you any changes in your policy's benefits and values after you have made a withdrawal.
- We will not allow any withdrawal that prevents the policy from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your policy to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the face amount

If you have chosen death benefit Option B, making a withdrawal will not reduce your policy's face amount. If you have chosen death benefit Option A or C, the face amount will be reduced by the amount withdrawn. If there are in force increases in face amount, the reduction will be allocated among the initial face amount and in force increases in face amount on a pro-rata basis.

Your face amount can never be less than the minimum face amount shown in Section 1. If a withdrawal will cause your face amount to be less than the minimum face amount, you must reduce the amount of the withdrawal or surrender the policy.

Advisory Fees

In certain situations, as agreed to between you and an investment advisor, advisory fees may be deducted each quarter from the fixed account to compensate an advisor for any management of your policy. These fees may be considered withdrawals from the policy for tax purposes. No charges will be assessed by us for the withdrawal of these fees and the face amount will not be reduced by the amount of these fees.

Surrendering your policy

If you surrender your policy for its cash surrender value, your insurance coverage under this policy will end. The cash surrender value is your policy value less any outstanding loan amount. We will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

This policy does not have a minimum guaranteed cash surrender value.

Your policy value

Policy value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, policy charges, how much you have borrowed or withdrawn from the policy, and the level of policy and rider benefits.

How we calculate your policy value

Your policy value is equal to the total amount allocated to the fixed account and the loan account. You will find more about the loan account in *Loans, withdrawals and surrenders*.

We will adjust your policy value if we find out that you stated the age or gender of either person insured by the policy incorrectly on your application and that at least one of the two people insured by the policy is living. We will retroactively adjust the policy value to reflect the monthly charges we should have deducted for the correct age or gender of either person. You will find more about this in *Monthly charges*.

Calculating policy value in the fixed account

On the policy date, the policy value in the fixed account equals the net premiums allocated to this account less the part of the first monthly charge deducted from this account.

To calculate total policy value in the fixed account on any day, we start with the net premiums you have allocated to the account. Then we add any accrued interest and loan repayments.

Finally, we subtract:

- any monthly charges deducted from the account,
- any withdrawals you have made from the account,
- any amounts transferred from the account to the loan account, and
- any advisory fees deducted from the account.

If we are calculating the policy value in the fixed account on a monthly charge date, we will also subtract that date's monthly charge.

Calculating policy value in the loan account

To calculate the total policy value in the loan account on any day, we add:

- any amounts transferred into the account, and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges

We deduct a monthly charge from your policy value on each monthly charge date. We will stop deducting the monthly charge when the younger person insured by the policy reaches age 121.

The monthly charge has two parts:

Cost of insurance charge

Here is how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000, and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial face amount and each increase in the face amount you have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the policy value. The net amount at risk can never be less than zero.

When we are calculating net amount at risk, we allocate the policy value to the initial face amount and any increases in the face amount in proportion to the total face amount. If we have increased your death benefit in accordance with the *minimum death benefit*, we allocate that increase to the initial face amount and any increases in the face amount you have asked for in proportion to the total face amount.

The monthly cost of insurance rates for the net amount at risk of this policy are based on the age, gender and underwriting class of each of the persons insured by the policy. They are also based on the policy's face amount, death benefit option and the number of years the policy has been in force.

The monthly cost of insurance rates for the initial face amount will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

Charges for optional riders

If you have added any riders to your policy, we add any charges for them to your monthly charge. You will find more in *Riders you have added*.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates and premium tax charges, if we change our future expectations for mortality, expenses, persistency, investment earnings, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rate and the other rates and charges will never be greater than the respective guaranteed maximums. We will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this policy.

Changes we make to rates and charges will be the same for all policies that have the same face amount, death benefit option and policy year, and where the persons insured by the policies have the same issue ages, genders and underwriting classes. Changes will first apply on the next monthly charge date.

We will calculate changes in policy cost factors prospectively. We will review interest rates at least once a year. We will review all other charges at least once every five years.

We will not change our charges more than once a month. We will not change our charges because of a change in the health or job of either person insured by this policy. We also will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your policy's cash surrender value is less than the monthly charge on the date it is due, your policy may lapse, which means you will no longer have any insurance coverage. If your policy is in danger of lapsing, we will give you a grace period to pay the premium needed. If your policy lapses, you have three years from the end of the grace period to apply for reinstatement. You can not reinstate your policy if you surrender it.

About lapsing

Generally, if your policy's cash surrender value is not enough to cover the monthly charge on the date it is deducted, your policy may lapse.

We will tell you the minimum payment you have to make in order to keep your policy in force. You will be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions. We will send a lapse notice to you, any third party designated by you, and to anyone you have assigned your policy to, at the most recent addresses we have in our records.

The grace period

We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you.

If we do not receive the minimum payment within the grace period, your policy will lapse with no value. If your policy lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your policy lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you have assigned your policy to, at the most recent addresses we have in our records.

Reinstating your policy

If your policy lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved we will reinstate the policy only, excluding any riders. If only one person insured by the policy is living, you can't reinstate the policy if the other person died while the policy wasn't in force.

We will approve the reinstatement of your policy if you send us the following:

- an application provided by us,
- evidence of insurability satisfactory to us, and
- payment of:
 - any outstanding loan amount as of the date the policy lapsed, or reinstatement of that amount,
 - all unpaid monthly charges as of the date the policy lapsed, plus interest at an effective annual rate of 6% from the date the policy lapsed to the date we reinstate it, and
 - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your policy on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your policy, the policy value will increase by the amount you paid to reinstate it, less:

- any loan payment,
- any unpaid monthly charges with interest, and
- any premium tax charge.

If we reinstate your policy on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the policy. You will find more about the cash surrender value in *Surrendering your policy*.

Other things to know about your policy

Entire contract

The entire contract consists of this policy; any attached additional benefit riders, endorsements, original application and any subsequent application(s) for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements made in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it is a material misrepresentation contained in the application(s).

Only our President, a Vice President or the Secretary may change the terms of this policy or waive any of our rights or requirements under it.

Statements and reports we will send you

We will send you an annual statement. The statements will give you information about your policy, including:

- death benefit proceeds,
- face amount,
- current interest rates for the fixed account and loan account,
- policy value,
- cash surrender value,
- any outstanding loan amount,
- premium payments you have made,
- premium tax charges we have deducted,
- monthly charges we have deducted, and
- any other information that is needed by law in the state where we delivered this policy.

Illustrations

Starting on your first policy anniversary, you can ask us to send you an illustration showing hypothetical projections of your policy value and death benefit. We reserve the right to limit the number of illustrations to no more than one per policy year.

Communicating with us

You should send all payments and any correspondence to us, to our administrative office. You will find the address on the front cover of this policy. You should always include your policy number, your full name and current address, and the full names of the persons insured by the policy.

When we process payments

We send out all payments from our administrative office. You will find the address on the front cover of this policy.

We may delay making any withdrawals, loans, transfers and surrenders for up to six months. We will not delay a payment if it needs to be used as a premium payment for any policy you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds. We may delay payment of death benefit proceeds for up to thirty days.

We pay interest at an annual rate of 8% from the date of the insured's death to the date death benefit proceeds are paid if we delay payment of death benefit proceeds.

All payments we make to you under this policy are exempt from the claims of any creditors, to the extent allowed by law. You can not assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If we find out after the death of both insureds that you stated the age or gender of either person insured by the policy incorrectly on your application, we will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders, the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your policy

With respect to each life insured, this policy will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date, we will not contest this policy due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death. If we successfully contest this policy during the first two years, we will refund your premiums.

With respect to each life insured, the amount of any increase in the death benefit due to a death benefit option change will be incontestable after such change has been in force during the lifetime of that insured for two years from the date the change takes effect. If the face amount has been increased subject to evidence of insurability, such increase will be incontestable after it has been in force during the lifetime of that insured for two years from the date the increase takes effect. If the death of the first insured to die occurs within two years after the effective date of a change in death benefit option or an increase in face amount subject to evidence of insurability, we will not contest this policy due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

If we successfully contest a death benefit option change or an increase in face amount subject to evidence of insurability, the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your policy value any additional cost of insurance and rider charges associated with such increase or change.

With respect to each life insured, if this policy is reinstated, statements made in the reinstatement application will be incontestable after this policy has been in force during the lifetime of that insured for two years from the reinstatement date. If the death of the first insured to die occurs within two years after the date of reinstatement, we will not contest this policy due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

The contestable period of any additional benefit rider attached to this policy is stated in the rider.

If a person insured by the policy commits suicide

In the event of the suicide of either insured, while sane or insane, within two years from this policy's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of either insured, while sane or insane, within two years from the effective date of any increase in face amount for which evidence of insurability had been provided, or within two years from the effective date of a death benefit option change, our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your policy value any additional cost of insurance and rider charges associated with such increase or change.

The suicide exclusion of any additional benefit rider attached to this policy is stated in the rider.

Policy calculations

The values under this policy comply with the laws of the state where we delivered this policy. We have filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners Standard Ordinary Mortality Tables using the age as of last birthday, gender, and if applicable, the tobacco use status of the two people insured by the policy. We use an annual interest rate of 4%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates, taking into account the number of policy years and the issue ages, genders and underwriting classes of the two people insured by the policy. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This policy is a non-participating policy and does not pay dividends.

Section 3 — Some definitions

administrative office

the office you must contact to exercise any of your rights under the policy. You should send all payments and requests to:

TIAA-CREF Life Insurance Company,
[P.O. Box 724508,
Atlanta, GA 31139],
[1-877 694 0305.]

age

a person's age on the policy date (the issue age shown in Section 1), plus the number of full policy years completed since the policy date. We increase "age" by one year on each policy anniversary.

business day

any day that we are open for business. It usually ends at 4:00 pm Eastern Time. If we receive your payment or request after the end of a business day, we will process it as of the end of the next business day.

cash surrender value

your policy value less any outstanding loan amount.

death benefit proceeds

the amount we pay to your beneficiaries when we receive due proof of the death of both persons insured by the policy. The amount equals the death benefit under the death benefit option you have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you have chosen (the initial face amount in Section 1), plus any in force increases in face amount, less any decreases in face amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed account

the investment option supported by our general account. The policy value in this account earns interest at a rate no less than the guaranteed minimum rate of interest, shown in Section 1.

in force

when our obligations under the policy begin once we receive your first premium payment and issue this policy. Your policy will be in force until both persons insured by the policy dies, the grace period expires and your policy lapses, or you surrender or exchange your policy.

initial face amount

the face amount on the issue date, shown in Section 1.

issue age

the age, shown in Section 1, of each person insured by the policy on the policy date.

issue date

the day, shown in Section 1, that we issued this policy at our administrative office. We measure the suicide and contestability periods from the issue date.

licensed physician

an individual licensed to practice medicine in the state in which this policy is delivered and who is acting within the scope of such license. A licensed physician does not include you, the person insured by the policy, or a person who lives with you or the person insured by the policy.

loan account

an account within our general account to which we transfer policy value from the fixed account as collateral when you take out a policy loan. The policy value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance policy that is defined in Section 7702A of the Internal Revenue Code. It does not receive the same tax advantages as other life insurance policies.

monthly charge date

the day we deduct the monthly charge from your policy value. It is the same date of each calendar month as the policy date or it is the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this policy and any riders you have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then, from this amount, we subtract the policy value, before we deduct the cost of insurance charge.

net premium

any premium payment, less a premium tax charge, that we allocate to the fixed account.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

policy anniversary

the same date of each calendar year as the policy date shown in Section 1.

policy date

the effective date of this policy shown in Section 1. Policy months, policy years and policy anniversaries are measured from the policy date.

policy value

the total amount in the fixed account and the loan account.

policy year

a year that starts on the policy date or on a policy anniversary.

premium tax charge

a charge from each premium payment to reimburse us for state premium tax costs. This premium tax charge is based on the state of issue and will remain fixed throughout the life of your policy.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your policy's minimum death benefit and the maximum amount of premium you can pay. Once we issue your policy, the tax test can not be changed.

underwriting class

a class we assign to each person insured by the policy and use to calculate cost of insurance charges. Classes are based on health, whether or not the person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

Key features of your Flexible Premium Last Survivor Universal Life Insurance policy

- **Adjustable death benefit**
- **Flexible premiums payable during either insured's lifetime**
- **Pays death benefit proceeds when the last surviving person insured by the policy dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating policy. This policy does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**

SERFF Tracking Number: TCRE-125765780 State: Arkansas
Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 40840
Company Tracking Number: AM-JUL.3 AR (2008)
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: Survivorship 2008 Fixed UL filing
Project Name/Number: Survivorship 2008 Fixed UL filing/AM-JUL.3 AR (2008)

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 11/19/2008
Comments:
Attachment:
SUL Rate Filing Certification - Arkansas.pdf

Review Status:
Satisfied -Name: Application 08/07/2008
Comments:
Please note this application was submitted under our SERFF filing TCRE-125756277 presently pending review.
Attachment:
Intelligent Life Survivorship Application Version 4_R6.pdf

Review Status:
Satisfied -Name: Revised Cover letter 11/19/2008
Comments:
Attachment:
revised cover letter.pdf

Review Status:
Satisfied -Name: Accelerated Death Benefit 11/19/2008
Disclosure Notice
Comments:
Attachment:
Generic JOINT ADB Disclosure Notice.pdf

Review Status:
Satisfied -Name: Notice of Accelerated Death Benefit 11/19/2008
Payment
Comments:
Attachment:

INDETERMINATE PREMIUM ONLY

STATE OF ARKANSAS

CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL

TIAA-CREF Life Insurance Company

(Company Name)

New York, NY 10017

(City and State)

does hereby consent and agree

(A) that all premium rates and/or cost bases both "maximum" and "current or projected", used in relation to policy form number AM-JUL.3 AR (2008) 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.

or

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

By:



(Signature of Company Officer)

Jeffrey S. Goldin, FSA, MAAA

(Type Name of Person Signing)

Actuary

(Officer Title)



FINANCIAL SERVICES
FOR THE GREATER GOOD®

8500 Andrew Carnegie Boulevard
Charlotte, NC 28262-8500

TIAA-CREF LIFE INSURANCE COMPANY

LIFE INSURANCE APPLICATION

SECTION A: Policy Type and Face Amount

1. What type of policy are you applying for? Variable Universal Life Universal Life
 Last Survivor Variable Universal Life Last Survivor Universal Life
2. Face Amount \$ _____

SECTION B: Proposed Insured #1

3. Name: _____
Title First Middle Last
4. Residential Address: _____ Apt. #: _____
 City: _____ State: _____ Zip: _____
5. Gender: Male Female 6. Date of Birth: _____ 7. Social Security Number: _____
8. U.S. Citizen? Yes No If no, are you in possession of a Permanent Residency Card or U.S. Visa? Yes No
 If yes, what type? _____ Passport or U.S. Visa #: _____ Expiration Date? _____
 # of years in U.S.? _____
9. Birthplace: _____ 10. Drivers License State/#: _____ 11. Email Address: _____
(City/State/Country if outside U.S.)
12. Marital Status: Single Married Divorced Widowed Separated
13. Daytime phone #: _____ Evening phone #: _____
14. Current Employer's Name: _____ 15. Occupation: _____
16. Length of employment: _____ 17. Annual Income: _____ 18. Net Worth: _____

SECTION C: Proposed Insured #2 (Last Survivor Policies Only)

19. Name: _____
Title First Middle Last
20. Residential Address (if other than above): _____
 Apt. #: _____ City: _____ State: _____ Zip: _____
21. Gender: Male Female 22. Date of Birth: _____ 23. Social Security Number: _____
24. U.S. Citizen? Yes No If no, are you in possession of a Permanent Residency Card or U.S. Visa? Yes No
 If yes, what type? _____ Passport or U.S. Visa #: _____ Expiration Date? _____
 # of years in U.S.? _____
25. Birthplace: _____ 26. Drivers License State/#: _____ 27. Email Address: _____
(City/State/Country if outside U.S.)
28. Marital Status: Single Married Divorced Widowed Separated
29. Daytime phone #: _____ Evening phone #: _____
30. Current Employer's Name: _____ 31. Occupation: _____
32. Length of employment: _____ 33. Annual Income: _____ 34. Net Worth: _____

Section D: Owner/Trust Information

35. Who will own this policy? Proposed Insured # 1 Proposed Insured # 2 Trust
 Business Other

If a person(s) other than one of the proposed insureds will own this policy, complete this portion. If a trust will own the policy, the Trust Certification Form must also be completed.

36. Name: _____

37. Date of Trust: _____ 38. Name of trustee or corporate officer if applicable: _____

39. Address: _____
City: _____ State: _____ Zip: _____

40. Trust Tax ID #: _____ 41. Social Security Number: _____

42. Gender: Male Female 43. Date of Birth: _____

44. U.S. Citizen? Yes No If no, are you in possession of a Permanent Residency Card or U.S. Visa? Yes No
If yes, what type? _____ Passport or U.S. Visa #: _____ Expiration Date? _____
of years in U.S.? _____

45. Daytime phone #: _____ Evening phone #: _____

46. Relationship to Proposed Insured(s): _____

Section E: Policy Coverage

47. Death Benefit Option:
 Option A - Level (benefit equals face amount) Option B - Increasing (benefit equals face amount plus policy cash value) Option C - Face Amount + Premium (benefit equals face amount plus premiums paid)

48. Definition of Life Insurance Test
 Guideline Premium Test Cash Value Accumulation Test
Guideline Premium Test will be used unless Cash Value Accumulation Test is checked. Cannot be changed after issue.

49. Insurance Cost Options:
Options available for selection are:
 10-year Level Endorsement 20-year Level Endorsement Traditional Age-Based
If left blank, the traditional age-based cost will apply. Only available on single life policies.

50. Waiver of Monthly Charges
Only available on single life policies.

51. Estate Transfer Protection Rider — Percent of Policy Death Benefit 35% 100% 125% 175%
Only available on last survivor policies.

52. Overloan Protection Endorsement Yes No
Endorsement will be included on eligible policies unless No is checked.

53. Institutional Charitable Benefit Rider
Name of Qualified Institution: _____ Tax ID Number: _____
Address: _____ City: _____ State: _____ Zip: _____

54. Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viatical settlement, senior settlement, life settlement, or for any other secondary market? Yes No

55. Have you, the owner, or any Proposed Insured if other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary market provider? Yes No

56. Will any of the premium required to pay for this policy be obtained through a financing or loan agreement? Yes No

Section F: Payment Information

57. What total premium amount do you plan to pay per year (planned annual premium)? _____

58. How frequently do you want to make payments? Annually Semi-annually Quarterly Monthly*
*Monthly payments can be made only by electronic funds transfer (EFT).

59. How do you want to pay your premium? * *
**EFT is not available for the initial premium on Variable Universal Life policies.

Electronic Funds Transfer (EFT) – (Attach your voided check or savings deposit slip)

To authorize payment by EFT, you must provide the following information:

Acct. Type: Checking Savings Acct. # _____ Bank Transit #† _____

Name(s) on Account _____

Name and Address of Bank _____ Telephone # _____

†Refer to bottom of your check or savings deposit slip for the 9-digit number

Check (Please do not send payment at this time)

Funds From Another Insurance Company (Tax Free 1035 Exchange)

Name of insurance company _____

Policy #: _____ Will a policy loan be carried over? Yes No

Lump Sum in the amount of \$ _____

Section G: Replacement

60. Does the owner(s) or proposed insured(s) have any existing life insurance or annuity contracts? Yes†† No
††If yes, provide details in the chart below.

61. Will any existing life insurance or annuity held by the owner(s) or proposed insured(s) be replaced, changed, or used to pay for the insurance applied for in this application? Yes†† No
††If yes, provide details in the chart below.

Company name	Owner name	Insured Name	Policy Type	Business/ Personal	Policy #	Amount	Year issued	Replacing? Y/N	1035? Y/N

Section H: Beneficiary Information

Name	Country of Residence	Relationship to Insured(s)	%	DOB	SSN/ Tax ID	Primary or Contingent

SPOUSAL/CALIFORNIA REGISTERED DOMESTIC PARTNER CONSENT – FOR COMMUNITY PROPERTY STATES ONLY

(Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin)

I am aware that my spouse or California registered domestic partner has designated someone other than me to be the primary beneficiary of this contract. I hereby consent to such designation and waive any rights I may have to the proceeds of such contract under applicable community property laws.

Signature of Spouse: _____ Date: _____

or

California Registered Domestic Partner: _____ Date: _____

Signature of Witness: _____ Date: _____

(Signature must be witnessed by someone other than a designated or potential beneficiary.)

Section I: Preliminary Underwriting Information

The following questions must be answered by the proposed insured(s). If the answer to any question is "Yes", provide full details in the REMARKS/DETAILS section.

	Proposed Insured #1	Proposed Insured #2
62. In the last 5 years, have you been convicted of two or more moving violations, or driving under the influence of alcohol or drugs, or had a driver's license suspended or revoked? If yes, provide full details including dates, types or violations, and reason for suspension/revocation.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
63. Do you have any plans to travel or reside outside the U.S. within the next 12 months? If yes, please provide destination, purpose, and duration of travel.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
64. In the last 3 years, have you engaged in or plan to engage sometime in the future, racing on land or water, parachuting or sky diving, underwater diving, mountain or rock climbing, hang gliding, ballooning, flying an ultra-light aircraft or flying in a non-commercial aircraft?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
65. In the last 5 years, have you smoked a cigarette, cigar or pipe, chewed tobacco or used tobacco or nicotine in any other form? If yes, provide form of tobacco, quantity, and month/year last used.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
66. Have you ever been convicted of a felony or misdemeanor, other than a minor traffic violation? If yes, include details of conviction and sentencing.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
67. Do you have any other pending life insurance applications with another life insurance company? If yes, state companies and amounts.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
68. Have you ever had an application for life, health or disability insurance declined, postponed, charged an extra premium, or otherwise modified? If yes, include name of company with details.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
69. Have you been disabled for any reason within the last 2 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
70. In the last 5 years, have you filed for bankruptcy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
71. Have you ever been treated for cancer, heart trouble, stroke, blood pressure, chest pain, diabetes, respiratory, or neurological disorder?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
72. In the last 5 years, have you consulted a physician or been treated at a hospital or other medical facility?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
73. In the last 10 years have you been diagnosed by a medical professional as having Human Immune Deficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or received treatment from a medical professional for HIV, AIDS, or ARC?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
74. In the last 10 years have you used, except as legally prescribed by a physician, sedatives, tranquilizers or barbiturates; marijuana, cocaine, hallucinogens or other mood altering drugs; methadone, heroin or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
75. In the last 10 years, have you received treatment (inpatient or outpatient) or counseling for the use of alcohol or drugs including attendance of meetings or membership in any self help group or programs such as Alcoholics Anonymous or Narcotics Anonymous?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

REMARKS/DETAILS

Section J: Authorization

Application Authorization

I understand that the insurance applied for will not take effect unless and until, during the lifetime of the proposed insured(s), TIAA-CREF Life Insurance Company ("TIAA-CREF Life") has both: (1) received the full first premium payment and (2) approved the insurance applied for on the life of the proposed insured(s). TIAA-CREF Life will notify you in writing of the approval date.

I authorize any physician, medical practitioner, psychiatrist, psychologist, hospital, Veterans Administration clinic or other medical or medical-related facility, mental health facility, the Medical Information Bureau ("MIB"), insurance company, consumer reporting agency, other organization, institution or person that has any records or knowledge of me or my health or mental condition, general character, driving records, and hobbies of a hazardous nature, to give to TIAA-CREF Life, its reinsurers, the MIB, or other persons or organizations performing business or legal services in connection with my application for insurance, or as may be otherwise lawfully required, or as I may further authorize any such information. I further authorize a consumer reporting agency to make an investigative report on me if it is requested by TIAA-CREF Life.

I understand the information obtained by use of this Authorization will be used by TIAA-CREF Life to determine my eligibility for insurance. Any information obtained will not be released by TIAA-CREF Life to any persons or organizations in an individually identifiable form EXCEPT to reinsuring companies, or other persons or organizations performing business or legal services in connection with my application for insurance, or as may be otherwise lawfully required or as I may further authorize.

To facilitate rapid submission of such information, I authorize all said sources to give such records or knowledge to any agency employed by TIAA-CREF Life to collect and transmit such information. A photographic copy of this Authorization shall be as valid as the original. I agree this Authorization shall be valid for two years from the date shown below, and that upon request I have a right to receive a copy of this Authorization. I also acknowledge receipt of the written notices of my rights under state and Federal Fair Credit Reporting Acts and the MIB.

To the best of my knowledge and belief, all of the above answers are true and complete. These answers, together with those provided in Part II of the Application, are my Application. I understand TIAA-CREF Life will rely upon the information provided herein, and that such statements and answers are given as an inducement to TIAA-CREF Life to consider issuing the insurance applied for.

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

If the proposed insured(s) will own this policy, complete A only.
If a person other than the proposed insured will own this policy, complete A and B.
If a trust or business will own this policy, complete A and C.
If this policy will be assigned as collateral for a loan, the collateral assignee must complete D.

A	X _____ X _____ Signature of proposed insured # 1 Date Signature of proposed insured # 2 Date	
	_____ Signed at (City, State) Signed at (City, State)	

B	X _____ X _____ Signature of owner Date Signature of additional owner Date	
	_____ Signed at (City, State) Signed at (City, State)	

C	X _____ _____ Signature of authorized trustee Name of trust	
	_____ Trustee SSN Signed at (City, State)	

D	X _____ _____ Signature of collateral assignee Date Signed at (City, State)	
----------	--	--

For Official Use Only - Agent Certification and Signature

AGENT CERTIFICATION
<p>Select the certification that applies</p> <p>Does Not Intend to Replace</p> <input type="checkbox"/> I hereby certify that I have reviewed with the owner (1) his/her answers to the replacement questions on the replacement form , if applicable, and (2) all the information in the application. I further certify that to the best of my knowledge and belief, the owner does not intend to replace coverage under any existing life insurance policy or annuity contracts. <p>Does Intend to Replace</p> <input type="checkbox"/> I hereby certify that I have reviewed with the owner (1) his/her answers to the replacement questions on the replacement form , if applicable, and (2) all the information in the application. I further certify that to the best of my knowledge and belief, the owner does intend to replace coverage under an existing life insurance policy or annuity contracts.

If this sale involves a replacement transaction, please provide the requested information below:

<p>Did you recommend replacement to the applicant?</p> <input type="checkbox"/> Yes Reason for recommending replacement: _____
<input type="checkbox"/> No Owner's reason for replacement: _____

AG _____	RF1 _____
RF2 _____	RF3 _____

Agent's Name (print) Agent's License # Agent's Signature Date



FINANCIAL SERVICES
FOR THE GREATER GOOD™

730 Third Avenue
New York, NY 10017

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fax: 212 916-5903
e-mail: pmcgroarty@tiaa-cref.org

**Re: TIAA-CREF Life Insurance Company (“TIAA-CREF Life”)
NAIC No.: 60142 NAIC Group No.: 1216 FEIN No.: 13-3917848
New Submission
Individual Life Last Survivor Flexible Premium Universal Life Insurance
2001 CSO Rate Table inclusion
Policy Form Number AM-JUL.3 AR (2008)**

Dear Commissioner

We are submitting for your review and approval a copy of our new Last Survivor Flexible Premium Universal Life Insurance, non-participating Policy, form number AM-JUL.3 AR (2008). Policy Form AM-JUL.3 AR (2008) will be replacing our policy form AM-JUL.1 (GEN.) .previously approved by your Department or December 22, 1999. This form has been approved in New York, our state of domicile, on October 21, 2008.

We assure you that we will comply with the following Rules & Regulations:

- **Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)**
- **Rule & Regulation 49 (Notice Of The Arkansas Life And Health Insurance Guaranty Association Act)**
- **ACA 23-79-138 (Complaint Notice)**

Policy form AM-JUL.3 AR (2008) includes the required 2001 CSO Mortality Table rates in addition to some stylistic changes and enhancements to the policy.

We plan to introduce policy form AM-JUL.3 AR (2008) during the fourth quarter of 2008, which is when we expect to have sufficient approvals to market this product. We will discontinue the marketing of our existing approved Last Survivor Flexible Premium Universal Life, form number AM-JUL.1 (AR) the earlier of the date in which we have commenced the marketing of policy form AM-JUL.3 AR (2008).

Provided below is a detailed description of Policy Form number AM-JUL.3 AR (2008):

Form AM-JUL.3 AR (2008) is our Last Survivor, Non-participating, Individual, Flexible Premium Universal Life Insurance policy. This policy form will be marketed with an illustration.

Form AM-JUL.3 AR (2008) does not include surrender charges. Issue ages for AM-JUL.3 AR (2008), are 0–90. The underwriting classifications for Policy form AM-JUL.3 AR (2008) are Preferred Plus, Preferred, Select Standard Non-Tobacco, and Standard (Tobacco User). Substandard risk classifications and permanent and temporary flat extra ratings will apply as appropriate. Juvenile insureds will be classified Preferred and Select (blended Tobacco/Non-Tobacco. The minimum face amount for form AM-JUL.3 AR (2008) is \$100,000.

Extended Maturity Benefit

With the Extended Maturity Benefit, this Policy will remain in force for the life of a surviving insured person. When the younger insured person reaches age 121, the Cash Surrender Value of the Policy will be the death benefit and the death benefit will equal the Policy Value. Any loans present on the Policy at age 121 will remain on the Policy and continue to be charged interest. No additional Premium payments will be allowed, but payments towards the loan balance or interest will be allowed. No additional loans or partial withdrawals will be allowed. There is no charge for this benefit.

Accelerated Death Benefit Option

As a supplemental benefit within policy form number AM-JUL.3 AR (2008), an owner may accelerate the available proceeds if the surviving insured under form AM-JUL.3 AR (2008) is terminally ill.

Policy Loan with Fixed Loan Interest Rate

The owner may obtain a policy loan at any time while at least one of the insureds under form AM-JUL.3 AR (2008) is living. Any policy loan will bear interest, payable in arrears, at a fixed annual rate of 5%.

The variable (and/or John Doe) information for each policy form is shown on policy data pages 4, 5, 6, 7, 8, and 9. Pages 5, 6, 7 and 8 reflect policy benefits and premiums, and policy charges, respectively. For illustrative purposes, we have inserted two versions of page 9 in form AM-JUL.3 AR (2008) with a distinctive code number: one reflecting the Table of Net Single Premiums per \$1,000 of Death Benefit for the Cash Value Accumulation Test (CVAT) under Section 7702 of the Internal Revenue Code, and the other reflecting the Table of Death Benefit Corridor Factors for the Guideline Premium Test (GPT) under Section 7702 of the Internal Revenue Code. When policy form AM-JUL.3 AR (2008) is issued, it will include the appropriate page 9.

This filing is in being made in conjunction with our SERFF filing, number TCRE-125756277 which has been submitted to your Department on November 7, 2008 in which we have requested approval of the following forms which we also intend to use with policy AM-JUL.3 AR (2008).

Section 5A of the actuarial memorandum describes the unisex rates that will be used for Norris decision type groups.

Form IL-APPUL.1

Life Insurance Application

AM-OVERLOAN.1 (2008)

The Overloan Protection Endorsement, form number AM-OVERLOAN.1 (2008) will prevent the policy from lapsing if the policy is ever Overloaned as defined in the Endorsement. The Overloan Protection Endorsement will be provided to our policyholders at no additional charge. It can also be added after issue.

AM-JVSPLIT.2 (2008) Last Survivor Policy Split Rider

The Last Survivor Policy Split Rider, form number AM-JVSPLIT.2 (2008) allows the owner, at no cost, under specific circumstances to split our last survivor policies into two single life policies on the life of each insured without evidence of insurability. However both people under the original policy must be living at the time of the application. The face amount of each new policy will be equal to half of the current face amount of the existing policy and the death benefit option of each new policy will be the same as for the base policy. We will issue each new policy as a single life Intelligent Life VUL or UL (whichever is applicable). The coverage under this option will end on the date of any policy surrender. Issue ages for the split option range from 0 to 90.

AM-ESTPROT.1 (2008) Estate Protection Rider

Our Estate Transfer Protection Rider, Form number AM-ESTPROT.1 (2008), provides an additional death benefit until four years after the death of the first insured. The additional death benefit is equal to a chosen percentage of the death benefit of the policy. This rider terminates four years after we receive notification of the first death (or upon second death if sooner). This rider can be added to the policy after issue while both Insureds are alive.

Evidence of insurability will be required. Issue ages for the estate protection rider range from 0 to 90. This rider will only be available on our Last Survivor policy forms.

TCL-SUVCHARBEN.2008 Institutional Charitable Benefit Rider

Rider form TCL-SUVCHARBEN.2008 pays an additional death benefit equal to one percent of the face amount of the base policy to which this rider will be attached. The beneficiary for this additional death benefit must be an eligible institution chosen by the policy owner. This rider will be available to the currently filed Last Survivor policy form and all additional Last Survivor policy forms we may make available in the future. This rider must be elected at the time of application for the policy.

Extension Of Use

In addition, we intend to use the following policy forms, previously approved by your Department, with policy form number AM-JUL.3 AR (2008):

Application for Life Insurance (Part II); Amendment to Application; Aviation Questionnaire; Reinstatement / Policy Change application; Aviation Limitation Endorsement; Statement of Health and our Policy Endorsement.

Additional Enclosures

We have also enclosed the following:

1. Corresponding actuarial memorandum and applicable exhibits
2. Readability Certification
3. Statement of variability
4. Sample Illustration and actuarial certification
5. Consent o Submit Rates And/or Cost Bases For Approval certification

General Information

Policy form AM-JUL.3 AR (2008) will be marketed to individuals in TIAA-CREF Life's core educational market and to the general public through TIAA-CREF's licensed agents.

For your review, we have bracketed the variable text of the forms. Please be advised that the issued policies will not contain variable language. The enclosed forms will be generated with the identical language approved by your Department. TIAA-CREF Life reserves the right to change duplex printing, signature graphics, line location of sentences and words, and the type font (but not the point size) of the forms without resubmitting them for approval.

Sincerely,



Patrick McGroarty, AIRC, AAPA, AIAA, ACS
Sr. Contract Forms Specialist
E-Mail: pmcgroarty@tiaa-cref.org
Phone: (800) 842-2733, Extension 3284

ACCELERATED DEATH BENEFIT DISCLOSURE
TIAA-CREF LIFE INSURANCE COMPANY

This policy provides an Accelerated Death Benefit option as described below. However, please read your policy for a detailed description of such benefit.

Definitions

Terminal illness means a state of health in which the surviving insured's life expectancy is twelve months or less.

Available proceeds mean the death benefit proceeds before reduction for any outstanding loan amount and due and unpaid monthly charges under this policy at the time TIAA-CREF Life Insurance Company approves the application for the accelerated death benefit, subject to the conditions and limitations specified in this policy. Death benefit amounts provided by term insurance riders are not available for acceleration.

Accelerated death benefit means the amount we pay to the owner under the terms of this option.

Brief description of accelerated death benefit option

If the surviving insured suffers from a terminal illness, and provided that all other conditions for acceleration as specified in this policy are met, the owner of this policy may elect to accelerate all or a portion of the available proceeds. The accelerated death benefit will be paid to the owner only once and in a lump sum. The accelerated death benefit will be determined based on the amount of available proceeds being accelerated and the adjustments and deductions specified below. The acceleration of all available proceeds will result in the termination of this policy.

Determination of accelerated death benefit payment

The accelerated death benefit payment will equal the requested available proceeds less an interest discount.

The annual interest rate used to calculate the amount of the discount will be equal to the yield on a 90 day Treasury bill on the date TIAA-CREF Life Insurance Company approves the application for the accelerated death benefit:

The accelerated death benefit payment will be further reduced by:

- (1) an administrative expense charge not to exceed \$200.00;
- (2) any amounts due within this policy's grace period which are unpaid at the time TIAA-CREF Life Insurance Company approves the application for the accelerated death benefit; and
- (3) any outstanding loan amount on the date TIAA-CREF Life Insurance Company approves the accelerated death benefit multiplied by the ratio of the accelerated available proceeds to the available proceeds before the acceleration.

Effect of the accelerated available proceeds on this policy's face amount

Once the owner elects this option, the requested available proceeds being accelerated will reduce this policy's face amount in the following order:

- (1) first, to reduce the amount provided by the most recent in-force increase you asked for, if any;
- (2) then, to reduce the next most recent in-force increases you asked for, successively, if any; and
- (3) finally, to reduce the initial face amount.

Effect of partial acceleration on policy benefits

If TIAA-CREF Life Insurance Company approves the application for the partial acceleration of available proceeds, the unaccelerated portion of this policy's death benefit proceeds will remain in effect. After the payment of an accelerated death benefit, this policy's face amount, policy value and any outstanding loan amount will be reduced by the ratio of the accelerated available proceeds to the available proceeds before the acceleration. Monthly charges for the remaining portion of this policy will continue to be deducted from the policy value.

Signature of the Owner

Date

Signature of TIAA-CREF Life Representative

Date

Notice of Accelerated Death Benefit Payment
TIAA-CREF Life Insurance Company

Policy Number: [123456]
Owner: [Jane Doe]

**Available proceeds
before acceleration: [\$200,000]**

**Face amount
after acceleration: [\$50,000]**

**Accelerated
available proceeds: [\$150,000]**

**Policy value
after acceleration: [\$15,000]**

**Accelerated death
benefit payment: [\$136,300]**

**Outstanding loan amount
after acceleration: [\$ 2,500]**

Due to your receipt of an accelerated death benefit payment, the face amount, policy value and any outstanding loan amount under your policy have been reduced by the ratio of the accelerated available proceeds to the available proceeds before the acceleration. We will send you revised policy pages reflecting this information.

Your receipt of an accelerated death benefit payment may affect eligibility for Medicaid and other government assistance programs. Further, your receipt of an accelerated death benefit payment may be taxable. As with all tax matters, you should consult a qualified tax advisor.

Your accelerated death benefit payment equals the accelerated available proceeds minus the interest discount described in your policy. Your accelerated death benefit payment may have been further reduced by:

- (1) any administrative expense charge not to exceed \$200.00;
- (2) any amounts due within the grace period which were unpaid at the time we approved your application for the accelerated death benefit; and
- (3) any outstanding loan amount on the date we approved the application for the accelerated death benefit multiplied by the ratio of the accelerated available proceeds to the available proceeds before the acceleration.

Numerical illustration

This is a general illustration demonstrating the effect of the accelerated available proceeds on the policy's values.

Accelerated available proceeds: = \$ 50,000

Available proceeds before acceleration: = \$100,000

Ratio of accelerated available proceeds
to available proceeds before acceleration: = 0.5

\$10,000 of outstanding loan amount
before the acceleration multiplied by 0.5: = \$5,000 of outstanding loan amount
after the acceleration

\$100,000 of face amount
before the acceleration multiplied by 0.5: = \$50,000 of face amount after the acceleration

\$30,000 of policy value
before the acceleration multiplied by 0.5: = \$15,000 of policy value after the acceleration

ADB-VPYMT

SERFF Tracking Number: TCRE-125765780 State: Arkansas
 Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 40840
 Company Tracking Number: AM-JUL.3 AR (2008)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: Survivorship 2008 Fixed UL filing
 Project Name/Number: Survivorship 2008 Fixed UL filing/AM-JUL.3 AR (2008)

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Certification/Notice	08/07/2008	SUL Rate Filing Certification - Arkansas.pdf

INDETERMINATE PREMIUM ONLY

STATE OF ARKANSAS

CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL

TIAA-CREF Life Insurance Company

(Company Name)

New York, NY 10017

(City and State)

does hereby consent and agree

(A) that all premium rates and/or cost bases both "maximum" and "current or projected", used in relation to policy form number AM-JUL.3 AR (2008) 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.

or

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

By:



(Signature of Company Officer)

Jeffrey S. Goldin, FSA, MAAA

(Type Name of Person Signing)

Actuary

(Officer Title)