

SERFF Tracking Number: TPCI-125853181 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 40858
Company Tracking Number: 07VUL
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
Product Name: PBCVUL
Project Name/Number: PBCVUL/07VUL

Filing at a Glance

Company: PHL Variable Insurance Company

Product Name: PBCVUL

TOI: L06G Group Life - Variable

Sub-TOI: L06G.002 Single Life - Flexible
Premium

Filing Type: Form

SERFF Tr Num: TPCI-125853181

SERFF Status: Closed

Co Tr Num: 07VUL

Co Status:

Authors: Peter Scavongelli, Scott
Zweig, Joseph Bonfitto, Marilyn
Dolan, Elizabeth Wheeler, Barbara
Slater, Industry Support, James
Bronsdon, Kathleen Underwood,
Jean Bulger

Date Submitted: 11/11/2008

State: ArkansasLH

State Tr Num: 40858

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 11/19/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: PBCVUL

Project Number: 07VUL

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/19/2008

State Status Changed: 11/19/2008

Corresponding Filing Tracking Number:

Filing Description:

Dear Mr. Musgrove:

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Discretionary

Deemer Date:

<i>SERFF Tracking Number:</i>	<i>TPCI-125853181</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>40858</i>
<i>Company Tracking Number:</i>	<i>07VUL</i>		
<i>TOI:</i>	<i>L06G Group Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06G.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>PBCVUL</i>		
<i>Project Name/Number:</i>	<i>PBCVUL/07VUL</i>		

stock, color, fonts, duplexing, and positioning. These forms are new and are not intended to replace existing forms. The forms will be effective on the date of approval.

Master contract form 07VUL – M, will be issued to eligible groups as authorized by the laws of your state, including qualifying financial institutions or the trustee(s) of a trust established or participated in by one or more such organizations. Qualifying financial institutions presently include banks and other depository institutions, mutual funds, issuers of credit cards, licensed broker/dealers, insurer-affiliated broker/dealers, and may be expanded to other qualifying entities. The group may be situated in any jurisdiction that permits this type of group and where we have received all necessary regulatory approvals.

The certificate, form 07VUL – C, will be issued to customers of qualifying financial institutions. When the financial institution is situated in your state, the enclosed group annuity contract will be issued to the financial institution, and the enclosed certificate will be issued to its customers who are located in your state, as well as to group members located in other states that do not exercise extraterritorial jurisdiction.

When the group is situated in other states, certificates issued in that situs state will be issued to group members in your state.

Certificate Form 07VUL - C is a Flexible Premium Joint Variable Universal Life Insurance Certificate. It offers two different death benefit options as well as the ability to both increase and decrease the face amount subject to the limits set forth in the certificate. The issue age range for this certificate as well as the minimum surrender values and reserves are specified in the enclosed actuarial memorandum.

Form VULSP - 01 - C, the certificate schedule pages, will be used with form 07VUL - C and set forth essential product information, such as fees and charges, contract minimums and maximums, interest rates and investment options. This submission, including charges and other values, is for specimen purposes only. Other scenarios, such as substandard, lump sum premium payments, election of riders, etc., may generate additional text information in the specifications and tables section of the certificate schedule pages (VULSP - 01 - C). An actuarial memorandum is enclosed for this certificate form and includes further details regarding product features.

The Level Term Rider, form 07LTR-C, provides a benefit to the certificate owner by providing additional coverage to the base certificate. There are monthly charges for this rider as well as a separate surrender charges.

The No Lapse Guarantee Rider, form 07NLGR-C, provides an alternate method of keeping the certificate in force if sufficient cumulative premiums have been paid for the applicable guarantee period even if the certificate would otherwise lapse based upon the certificate's Grace Period and Lapse provision. There is no charge for this rider.

The Increasing Term Rider, form 06ITR - C, provides annually renewable term insurance coverage. The monthly charge for this rider is described in the rider.

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Company and Contact

Filing Contact Information

Joseph Bonfitto, Compliance Associate joseph.bonfitto@phoenixwm.com
 One American Row (860) 403-6308 [Phone]
 Hartford, CT 06102 (860) 403-7252[FAX]

Filing Company Information

PHL Variable Insurance Company CoCode: 93548 State of Domicile: Connecticut
 One American Row Group Code: 403 Company Type: Life Insurance and
 Annuities
 Hartford, CT 06102 Group Name: State ID Number:
 (860) 403-5000 ext. [Phone] FEIN Number: 06-1045829

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 filing fee for policy including riders
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$50.00	11/11/2008	23852442

SERFF Tracking Number: TPCI-125853181

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/19/2008	11/19/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	11/18/2008	11/18/2008	Joseph Bonfitto	11/18/2008	11/18/2008
Industry Response						

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Life & Annuity Supporting Document - Actuarial Memo		Joseph Bonfitto	11/12/2008	11/12/2008

SERFF Tracking Number: TPCI-125853181

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Disposition

Disposition Date: 11/19/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Form	Flexible Premium Variable Universal Life Insurance Master Contract		Yes
Form	Flexible Premium Variable Universal Life Insurance Certificate		Yes
Form	Schedule Pages		Yes
Form	Level Term Rider		Yes
Form	No lapse Guarantee Rider		Yes
Form	Increasing Term Rider		Yes
Form	Accelerated Benefit Rider		Yes
Form	Application for Certificate of Life Insurance		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 Joseph Bonfitto,

This will acknowledge receipt of the captioned filing.

Objection 1

- Accelerated Benefit Rider (Form)

Comment: The Accelerated Benefit Rider issued with 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 11/18/2008

Submitted Date 11/18/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Dear Ms. Bird,

Thank you for your letter from earlier today. I regard to your comment, We confirm that we do provide the disclosure statement required in Arkansas Regulation 60 s 8 to the client. I would also point you to disclosure language regarding "tax consequences" (Third Paragraph at the top of the form in bold capital letters) that is present in the form as required in 60 s 8 (B).

We hope that this will resolve any issues that you may have with this filing. If it does not please feel free to contact me with any questions that you may have.

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Have a great day,
Joe Bonfitto

Related Objection 1

Applies To:

- Accelerated Benefit Rider (Form)

Comment:

The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Barbara Slater, Elizabeth Wheeler, Industry Support, James Bronsdon, Jean Bulger, Joseph Bonfitto, Kathleen Underwood, Marilyn Dolan, Peter Scavongelli, Scott Zweig

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Amendment Letter

Amendment Date:

Submitted Date: 11/12/2008

Comments:

Please find the additional 2 actuarial exhibits. They were inadvertently left off of the submission. We apologize for any inconvenience.

Thank you,

Joe Bonfitto

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Actuarial Memo

Comment:

07VUL - C Actuarial Memo 11-11-08.pdf

06ITR - C Actuarial Memo 11-11-08.pdf

07LTR - C Actuarial Memo 11-11-08.pdf

07NLGR-C Actuarial Memo GROUP 11-11-08.pdf

VR59 - C Actuarial Memo 11-11-08.pdf

07VUL-C - AR - Appendix C - 20080219.pdf

07LTR-C - AR - Appendix C - 20080219.pdf

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Form Schedule

Lead Form Number: 07VUL

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	07VUL - M	Policy/Cont	Flexible Premium ract/Fratern al Life Insurance Certificate Master Contract	Initial		0	07VUL - M GROUP - AR.pdf
	07VUL - C	Certificate	Flexible Premium Variable Universal Life Insurance Certificate	Initial		0	07VUL - C GROUP - AR.pdf
	VULSP -01 - C	Schedule	Schedule Pages	Initial		0	VULSP -01 - C GROUP - AR.pdf
	07LTR - C	Policy/Cont	Level Term Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	07LTR - C - Group - AR.pdf
	07NLGR - C	Policy/Cont	No lapse Guarantee ract/Fratern al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	07NLGR - C - Group - AR.pdf
	06ITR - C	Policy/Cont	Increasing Term ract/Fratern al Rider	Initial		0	06ITR-C Group _2001 CSO_ -

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Certificate: AR.pdf
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VR59 - C Policy/Cont Accelerated Benefit Initial 0 VR59 - C -
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OL4250G.1 Application/ Application for Initial 0 OL 4250 G.1
 Enrollment Certificate of Life 7-10-07 -
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PHOENIX

PHL VARIABLE INSURANCE COMPANY

A Stock Company

CONTRACT NUMBER:	[07VUL-M]
CONTRACT OWNER:	[ABC Company]
DATE:	[January 01, 2009]
STATE OF ISSUE:	[Arkansas]
PLAN:	[Phoenix Benefit Choice VUL]

Dear Contract Owner,

This Contract is issued to the Contract Owner stated above. It is a legal contract between the Contract Owner and PHL Variable Insurance Company. The PHL Variable Insurance Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

For service or information on this Contract, contact Our Main Administrative Office at the following Address:

PHL Variable Insurance Company

[Variable and Universal Life Administration

P.O. Box 8027

Boston, MA 02266-8027

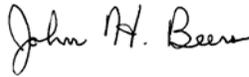
Telephone (800) 541-0171]

This contract is delivered in the state named above and is subject to the laws of that jurisdiction. This contract takes effect at 12:01 a.m. on the Contract Date shown above.

Signed for PHL Variable Insurance Company at One American Row, Hartford, Connecticut 06115.

[]

[President]

[]

[Secretary]

Flexible Premium Variable Universal Life Insurance Master Contract

Death Benefit payable at death of Insured

Nonparticipating – not eligible for dividends

Benefits, premiums, and the Risk Classifications are shown in the Schedule Pages of the certificate.

The Death Benefit and other values provided under this certificate are based on the rates of interest credited on any amounts allocated to the Guaranteed Interest Account, Long-Term Guaranteed Interest Account and the investment experience of the Investment Options within our Separate Account to which your premiums are allocated. Thus, the Death Benefit and other values may increase or decrease in amount and duration. See Section 6 for a description of how the Death Benefit is determined.

TABLE OF CONTENTS

Section	Provision
1.	Eligibility
2.	Certificates
3.	Incorporation
4.	Schedule pages
5.	Termination

SECTION 1: ELIGIBILITY

A person who meets the group eligibility requirements may become a Certificate Owner upon our approval of a certificate application.

SECTION 2: CERTIFICATES

We will issue one certificate to each Certificate Owner. The certificate will state the terms, conditions, and benefits of coverage. We will provide certificates as required by state law in the state where the Contract is delivered.

SECTION 3: INCORPORATE

A sample certificate and any attachments attached hereto are made a part of this contract. Any provisions of this contract which are inconsistent with provisions of the certificate are superseded by the certificate provisions.

SECTION 4: SCHEDULE PAGES

The Schedule Pages of the certificate will be completed based upon the information contained in the certificate application and the terms of this contract.

SECTION 5: TERMINATION

This contract will terminate when no Certificate Owners are insured under any certificate issued under this contract.



Flexible Premium Variable Universal Life Insurance Master Contract

Death Benefit payable at death of Insured

Nonparticipating – not eligible for dividends

Benefits, premiums, and the Risk Classifications are shown in the Schedule Pages of the certificate.

The Death Benefit and other values provided under this certificate are based on the rates of interest credited on any amounts allocated to the Guaranteed Interest Account, Long-Term Guaranteed Interest Account and the investment experience of the Investment Options within our Separate Account to which your premiums are allocated. Thus, the Death Benefit and other values may increase or decrease in amount and duration. See Section 6 for a description of how the Death Benefit is determined.



PHOENIX

PHL VARIABLE INSURANCE COMPANY

A Stock Company

Insured: [JOHN M. PHOENIX]

Face Amount at Issue: [\$250,000]

Certificate Number: [9730000]

Certificate Date: [July 1, 2009]

Death Benefit at Issue: [Option A]

Issue Date: [July 1, 2009]

Plan: [VUL 2007]

The PHL Variable Insurance Company (“the Company”) agrees, subject to the conditions and provisions of this certificate, to pay the Death Benefit to the Beneficiary in a lump sum upon the death of the Insured if such death occurs while the certificate is in force, and to provide the other benefits, rights, and privileges of the certificate. If the Company makes other plans of payment available other than a lump sum, then a Beneficiary may request written election of any such other plans in lieu of a lump sum. The Death Benefit will be payable on receipt at the Main Administrative Office of the Company of due proof of the Insured’s death.

We are issuing the certificate in consideration of the application and our receipt of the Minimum Initial Premium at our Main Administrative Office. The provisions of this certificate and the following pages and any attachments make up your contract.

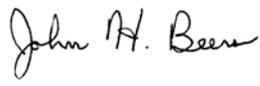
RIGHT TO RETURN THIS CERTIFICATE. This certificate may be returned before the later of 10 days (45 days in the case of replacement of a life insurance contract issued by PHL Variable Insurance Company or its affiliates; 20 days for any other replacement) after this certificate is delivered to you, 10 days after a Notice of Right to Cancel is delivered to you for a refund of all premiums paid less any unpaid loans, loan interest, and less any withdrawal amounts paid under this certificate. This certificate will be void from its beginning. You may return the certificate by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

Main Administrative Office

PHL Variable Insurance Company
[Variable and Universal Life Administration
P.O. Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at its Home Office [One American Row, Hartford, Connecticut 06103-2899].

[]
[President]

[]
[Secretary]

READ YOUR CERTIFICATE CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company

Flexible Premium Variable Universal Life Insurance Certificate

Death Benefit payable at death of Insured

Nonparticipating – not eligible for dividends

Benefits, premiums, and the Risk Classification are shown in Section 1

The Death Benefit and other values provided under this certificate are based on the rates of interest credited on any amounts allocated to the Guaranteed Interest Account, Long-Term Guaranteed Interest Account and the investment experience of the Investment Options within our Separate Account to which your premiums are allocated. Thus, the Death Benefit , Account Value and Surrender Value may increase or decrease in amount and duration in accordance with the experience of the Separate Account. See Section 6 for a description of how the Death Benefit is determined.

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Section	Provision
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4.	Qualification as Life Insurance
5.	Face Amount
6.	Death Proceeds
7.	Coverage at and After Age 100 Anniversary
8.	Separate Account and Investment Options
9.	Guaranteed Interest Account and Long-Term Guaranteed Interest Account
10.	Account Value
11.	Premiums
12.	Grace Period
13.	Certificate Termination
14.	Reinstatement
15.	Allocations and Transfers
16.	Loans
17.	Surrenders and Withdrawals
18.	Basis of Computations
19.	Owner(s) and Beneficiary(ies)
20.	Assignment
21.	Misstatements
22.	Suicide Exclusion
23.	Incontestability
24.	The Entire Contract
25.	Annual Statement
26.	Claims of Creditors
27.	Right to Defer Payment of Benefits
28.	Unisex

SECTION 3: DEFINITIONS

The term “**Age**” means, on any given date, the age of the person in question at his or her last birthday.

The term “**Age 100 Anniversary**” means the Certificate Anniversary after the Insured's 100th birthday.

The term “**Attained Age**” on any date means the Age at issue plus the number of whole years that have elapsed since the Certificate Date.

The term “**business day**” means any day that we are open for business and the New York Stock Exchange is open for trading. The net asset value of the underlying shares of an Investment Option will be determined at the end of each business day. We will deem each business day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term “**business period**” means the period in days from the end of one business day through the next business day.

The term “**due proof of death**” means a certified death certificate, an order of a court of competent jurisdiction, or any other proof acceptable to us.

The term “**Coverage Layer**” means a layer of insurance coverage with an associated Face Amount. The Face Amount shown on the Schedule Pages is the initial Coverage Layer. Any requested increase in Face Amount, in accordance with Section 5, will result in a new Coverage Layer.

The term “**Death Benefit**” is as defined in Section 6.

The term “**Face Amount**” is as defined in Section 5.

The term “**in force**” means the certificate is in effect and has not terminated or otherwise lapsed in accordance with the Grace Period provision.

The terms “**in writing**,” “**written notice**,” and “**written request**” mean a written form signed by you, satisfactory to us, and received at our Home Office or Main Administrative Office or such other medium, electronic or otherwise, that we may from time to time make available.

The term “**Issue Date**” means the date from which the Suicide Exclusion and Incontestability provisions are applied.

The term “**Minimum Initial Premium**” means the minimum premium needed to put the certificate in force and is shown in Section 1.

The term “**Monthly Calculation Date**” means the date on which Monthly Deductions are deducted from the Account Value. The first Monthly Calculation Date is the Certificate Date. Subsequent Monthly Calculation Dates are the same days of each month thereafter or, if such day does not fall within a given month, the last day of that month will be used.

The term “**Net Account Value**” equals the Account Value less the Certificate Debt.

The term “**Net Surrender Value**”, or the term “**Cash Surrender Value**” as it applies to any applicable riders, equals the Surrender Value less the Certificate Debt.

The term “**notice**” means that whenever we are required to give notice to you, it shall be deemed given if we mail it to you and, unless otherwise specified, to the assignee of record, if any, in a postage-paid envelope mailed by first class mail to the last known address of record from our Main Administrative Office. If we mutually agree, notice may also be provided by an electronic medium.

The term “**Payment Date**” means the business day on which a premium payment or loan repayment is received at our Main Administrative Office, unless it is received after the close of the New York Stock Exchange in which case it will be the next business day.

The term “**Planned Premium**” means the premium that is selected in the application or as later changed by you for this certificate that you intend to be paid on a regular modal basis.

The term “**Certificate Anniversary**” means the same day and month of each year as the Certificate Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Certificate Charges**” means any charge we deduct under the certificate but no greater than the Guaranteed Certificate Charges shown in Section 1.

The term “**Certificate Date**” means the date shown in Section 1. Certificate Charges are calculated from the Certificate Date. Certificate Years, Certificate Months, and Certificate Anniversaries are determined from the Certificate Date.

The term “**Certificate Debt**” means unpaid loans with accrued interest.

SECTION 3: DEFINITIONS (continued)

The term “**Certificate Month**” means the period from one Monthly Calculation Date up to, but not including, the next Monthly Calculation Date.

The term “**Account Value**” is the sum of the values in each Investment Option, the Long Term Guaranteed Interest Account and the Guaranteed Interest Accounts.

The term “**Preferred Loan**” means any loan that is carried over as part of the initial premium paid for this certificate from a previously issued certificate plus any loan taken to pay loan interest on the Preferred Loan.

The term “**Certificate Year**” means, with respect to the first Certificate Year, the one-year period beginning on the Certificate Date up to, but not including, the first Certificate Anniversary. Each subsequent Certificate Year is the one-year period beginning on a Certificate Anniversary up to, but not including, the next Certificate Anniversary.

The term “**Investment Option**” refers to one of the subaccounts of the Separate Account to which non-loaned assets under this certificate may be allocated.

The term “**Surrender Charge**” includes the Surrender Charges shown in Section 1 and also includes the Surrender Charges for any Coverage Layer, if applicable.

The term “**Surrender Charge Period**” is the period beginning on the Certificate Date during which we will assess Surrender Charges. Surrender Charges will apply during this period if you surrender the certificate, request a decrease in Face Amount, make a withdrawal, or if the certificate terminates due to default. The Surrender Charge Period is shown in Section 1. A separate Surrender Charge Period will apply to each new Coverage Layer added. The period will begin on the Coverage Layer Effective Date and continue for the number of Years indicated in the Coverage Layer Surrender Charge Table as shown in Section 1.

The term “**Surrender Value**” means the Account Value less any applicable Surrender Charges.

The term “**Unit**” means a standard of measurement used to determine the share of this certificate in the value of each Investment Option of the Separate Account.

The terms “**we**,” “**us**,” and “**our**” refer only to the Company.

The terms “**you**” and “**your**” refer only to the owner of this certificate as defined in Section 19.

SECTION 4: Qualification as Life Insurance

The provisions of this certificate are to be interpreted to ensure or maintain qualification as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of the certificate to the contrary. With your authority we will make any reasonable adjustments to the terms or conditions of this certificate, including distributions from the certificate to the extent we deem it necessary, if it becomes necessary to maintain qualification as life insurance. This provision should not be construed to guarantee that this certificate will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. To ensure that the certificate qualifies as life insurance one of the following tests will apply. The test you elected is shown in Section 1. Your election cannot be changed after issue. We reserve the right to refuse any premium payments that would cause the certificate to fail the test you elected unless such amount is necessary to keep the certificate in force.

Guideline Premium Limit

Under the Guideline Premium Limit test, the sum of the premiums paid less a portion of any withdrawals, as defined in the Code, may not exceed the greater of:

- The Guideline Single Premium (as determined for your certificate); or
- The sum of the annual Guideline Level Premium to the date of the payment.

The Guideline Single Premium and the Guideline Level Premium are shown in Section 1.

Cash Value Accumulation Test

Under this test, the net single premium for the future benefits of the certificate must always be greater than the Account Value. The net single premium is that single amount that would provide for the cost of the Death Benefit and any applicable riders under this certificate. We reserve the right to modify the death benefit percentages shown in Section 2, retroactively if necessary, to ensure or maintain qualification of this certificate as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this certificate to the contrary.

If at any time the premiums received under the certificate exceed the amount allowable for such tax qualification, such excess amount shall be removed from the certificate as of the date of its payment, together with interest thereon from such date, and any appropriate adjustment in the Death Benefit shall be made as of such date. This excess amount (plus or minus any interest) shall be refunded to you no later than 60 days after the end of the applicable Certificate Year. The amount to be taken from the Investment Options, the Long-Term Guaranteed Interest Account, and the Guaranteed Interest Account will be allocated in the same manner as provided for Monthly Deductions unless you request another allocation in writing. In no event, however, will we refuse to accept any premium necessary to prevent the certificate from terminating.

SECTION 5: Face Amount

The initial Face Amount, which is also the initial Coverage Layer, is chosen by you at issue and is shown in Section 1. Thereafter, the Face Amount includes additional Coverage Layers then in effect. The Face Amount is used in determining the Death Benefit under this certificate and may be changed by you after the first Certificate Year or modified according to the terms of this certificate.

Request for an Increase in Face Amount

You may request an increase in Face Amount at any time after the Face Amount Increase Date shown in Section 1, provided this certificate is in force. Each increase in Face Amount creates a new Coverage Layer. The minimum of such Face Amount increase is shown in Section 1. The increase will be effective on the first Certificate Anniversary on or following the date that we approve the request. We reserve the right to limit increases in Face Amount. All requests to increase the Face Amount must be applied for on a supplemental application and will be subject to evidence of the Insured's insurability satisfactory to us. We may require, according to our published rules then in effect, that you pay an additional premium, in advance, for the increase to take effect.

For each new Coverage Layer created, a new Surrender Charge period, new Coverage Charges, and new Cost of Insurance Charges will take effect, based on the Insured's Age on the effective date of such increase.

Request for a Reduction of Face Amount

You may request a reduction in Face Amount at any time after the first Certificate Year provided this certificate is in force and subject to the Minimum Initial Coverage Layer Face Amount shown in Section 1. Any reduction in the Face Amount will be effective on the next Monthly Calculation Date after our approval.

Any reduction in Face Amount will be implemented by first reducing the additional Coverage Layers, if any, in the reverse order that they were added, followed by the initial Coverage Layer.

Upon a reduction in Face Amount, a pro-rata Surrender Charge will be deducted from the Account Value based on the Certificate Year and amount of the reduction. During any Certificate Year, such pro-rata Surrender Charge will equal (a) multiplied by (b), where:

- (a) = the applicable Surrender Charge shown in Section 1 of the certificate, less any pro-rata Surrender Charges deducted previously, and
- (b) = (i) divided by (ii), where:
 - (i) = the Face Amount decrease, and
 - (ii) = the Face Amount before the decrease.

SECTION 6: Death Proceeds

If the Insured dies while the certificate is in force, we will pay the Death Proceeds, as described below, upon receipt of due proof of death of the Insured, subject to any applicable provisions of the certificate.

If the Insured dies on or after the date we receive a written request at our Main Administrative Office from you to surrender the certificate, no Death Proceeds will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

The Death Proceeds at the death of the Insured are equal to:

- (a) the Death Benefit, as described below, in effect on the Insured's date of death; plus
- (b) any insurance then in effect on the life of the Insured that is provided by any additional benefit riders; less
- (c) any Certificate Debt then existing on this certificate; less
- (d) any Monthly Deductions up to and including the Certificate Month of death not already made; plus
- (e) any premiums received by us after the last Monthly Calculation Date just prior to the date of death which have not been applied to this certificate.

If the Insured dies during the Grace Period, the Death Proceeds payable, as described above, will be reduced by any outstanding Certificate Charges due as of the date of death.

We will pay interest on any Death Proceeds paid in a lump sum in the event of the Insured's death from the date of death to the date of payment at an interest rate as required by applicable state law.

Death Benefit

The Death Benefit under this certificate will be determined under either Option A or Option B, whichever is then in effect.

Option A: The Face Amount on the date of death of the Insured or, if greater, the Minimum Death Benefit as described below.

Option B: The Face Amount plus the Account Value on the date of death of the Insured or, if greater, the Minimum Death Benefit as described below.

If withdrawals are made, the Death Benefit will be reduced by reducing the Face Amount if Option A is in effect, or the Account Value if Option B is in effect.

Minimum Death Benefit

The Minimum Death Benefit is equal to the Account Value on the date of death multiplied by the applicable Minimum Death Benefit Percentage for the Attained Age of the Insured. The Minimum Death Benefit Percentages are shown in Section 2. To the extent that the Net Amount at Risk, as described in Section 10, associated with the Minimum Death Benefit that results from this calculation exceeds our guidelines and limitations that may be in effect, we reserve the right to:

- (a) distribute to you a portion of the Account Value such that the Net Amount at Risk associated with the resulting Minimum Death Benefit does not exceed our guidelines and limitations in effect; or
- (b) require evidence of insurability satisfactory to us if we should decide to accept the additional Net Amount at Risk.

Change in Death Benefit Option

While this certificate is in force, at any time after the Death Benefit Option Change Date shown in Section 1 and prior to the Age 100 Anniversary you may request in writing to change the Death Benefit Option, subject to the Minimum Face Amount shown in Section 1. We will not require evidence of insurability for a change in Death Benefit Options. You are limited to one change in Death Benefit Option per Certificate Year. Any change is subject to the Minimum Initial Coverage Layer Face Amount shown in Section 1. Any change in Death Benefit Options will be effective on the first Monthly Calculation Date following the date we process your request. Only the following Death Benefit Option changes may be made, and are subject to the following conditions:

- Change from Option A to Option B: the Face Amount will be reduced by the Account Value.
- Change from Option B to Option A: the Face Amount will be increased by the Account Value.

Any reduction in Face Amount as a result of a change in Death Benefit Option will be implemented by first reducing the additional Coverage Layers, if any, in the reverse order that they were added, followed by the initial Coverage Layer.

Any change in Face Amount as a result of a Death Benefit Option change will not change the Surrender Charges for this certificate.

SECTION 7: Coverage at and After Age 100 Anniversary

Coverage under this certificate on or after the Age 100 Anniversary is subject to the conditions specified below.

Death Benefit

If Death Benefit Option B is in effect, we will change to Death Benefit Option A.

Death Benefit Option B will no longer be available on or after the Certificate Anniversary following the date that the Insured has attained the Age of 100. If Death Benefit Option B is in effect at the Insured's Age 100, the Death Benefit will be changed to Death Benefit Option A on the following Certificate Anniversary. The Total Face Amount will not be increased by the Account Value. The Death Benefit will be equal to the greater of (a) the Total Face Amount on the Date of the Insured's death, or (b) the Account Value on or after the Age 100 Anniversary.

We will continue to credit interest to the GIA and the LT-GIA.

Premiums and Monthly Deductions

We will cease to take Monthly Deductions specified in Section 1 and Section 2, and we will not accept any further premium payments unless such premium payments are necessary to keep the certificate in force.

Certificate Debt and Default

The Loans provision and the Surrenders and Withdrawals provision will still be in effect. No Withdrawal Fee will be charged. The certificate will go into default at any time the Certificate Debt exceeds the Account Value. Loan interest will continue to be charged if there is an outstanding loan on the Age 100 Anniversary.

SECTION 8: Separate Account and Investment Options

Assets under this certificate may be allocated to the Investment Options of the Separate Account, the Long-Term Guaranteed Interest Account, or the Guaranteed Interest Account.

Separate Account and Investment Options

The PHL Variable Insurance Company's Variable Universal Life Separate Account (VUL Account) is a Separate Account established by our Company under Connecticut Law and is registered as a unit investment trust under the Investment Company Act of 1940. The investment policy of the Separate Account may not be changed without the approval of the Insurance Commissioner of the domicile state of Connecticut. The process for approval is on file with the Commissioner. The VUL Account contains various Investment Options that have different investment objectives.

All income, gains and losses, realized and unrealized, of the VUL Account are credited to or charged against the amounts placed in the VUL Account without reference to other income, gains and losses of our General Account. The assets of the VUL Account are owned solely by us and we are not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that we may conduct. We reserve the right to use assets of our Separate Account in excess of these reserves and liabilities for any purposes, including covering any liabilities of the Company's General Account.

We use the assets of the VUL Account to buy shares of the underlying fund(s) of this certificate according to your most recent allocation instruction on file with us. The underlying fund(s) are registered under the Investment Company Act of 1940 as open-end, management investment companies. Assets of each Investment Option are invested in shares of the corresponding underlying fund Series.

Addition, Deletion, or Substitution of Investments

We have the right, subject to compliance with applicable law, to add, delete, or substitute Investment Options of the Separate Account, combine the Separate Account into another Separate Account, transform the Separate Account into a mutual fund, and/or deregister the Separate Account under the Investment Company Act of 1940. We also reserve the right to eliminate the shares of any underlying fund(s) if they are no longer available for investment, or if we believe investing in any underlying fund(s) is no longer appropriate for the purposes of the Separate Account.

Share of Separate Account Investment Option Values

The share of this certificate in the value of each Investment Option of the Separate Account on a business day is the Unit Value of that Investment Option on that date multiplied by the number of this certificate's Units in that Investment Option after all transactions for the business period ending on that day have been processed. For any day which does not fall on a business day, the share of this certificate in the value of each Investment Option of the Separate Account is determined using the number of Units on that day after all transactions for that day have been processed and the Unit Values on the next business day.

Units

The number of Units credited to each Investment Option of the Separate Account will be increased on any day by either of the following transactions:

1. any net premium payments applied to that Investment Option divided by the Unit Value of that Investment Option on the Payment Date; or
2. any net transfers into that Investment Option divided by the Unit Value of that Investment Option on the transfer date.

The number of Units of each Investment Option of the Separate Account will be decreased on any day by any of the following transactions:

1. any monthly deductions applied against that Investment Option divided by the Unit Value of that Investment Option on the deduction date;
2. the amount of any withdrawals paid, Withdrawal Fee and pro-rata Surrender Charge assessed applied against that Subaccount divided by the Unit Value of that Investment Option on the withdrawal date;

3. the amount of any pro-rata Surrender Charge assessed (due to a decrease in Face Amount) applied against that Subaccount divided by the Unit Value of that Investment Option on the date of the reduction in Face Amount;
4. the amount of any transfers, including any certificate loans taken, out of that Investment Option divided by the Unit Value of that Investment Option on the transfer or loan date.

Unit Value

The Unit Value of each Investment Option of the Separate Account was set up by us on the first business day of each such Investment Option. The Unit Value of an Investment Option of the Separate Account on any other business day is determined by multiplying the Unit Value of that Investment Option on the immediately preceding business day by the Net Investment Factor for that Investment Option for the then current business period. The Unit Value of each Investment Option of the Separate Account on a day other than a business day is the Unit Value on the next business day. Unit Values are carried to 6 decimal places. The Unit Value of each Investment Option of the Separate Account on a business day is determined at the end of that day.

Net Investment Factor

The Net Investment Factor for each Investment Option of the Separate Account is determined by the investment performance of the assets held by the Investment Option during the business period.

The Net Investment Factor is equal to the result of item (d) below subtracted from the result of dividing the sum of items (a) and (b) by item (c) as defined below.

- (a) The value of the assets in the Investment Option on the current business day, including accrued net investment income and realized and unrealized capital gains and losses, but excluding the net value of any transactions during the current business period.
- (b) The amount of any dividend (or, if applicable, any capital gain distribution) received by the Investment Option if the "ex-dividend" date for shares of the Fund occurs during the current business period.
- (c) The value of the assets in the Investment Option as of the just prior business day, including net accrued net investment income and realized and unrealized capital gains and losses, and including the value of all transactions during the business period ending on that date.
- (d) The sum of the charge, if any, for taxes and reserves for taxes on investment income, and realized and unrealized capital gains multiplied by the number of days in the current business period.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Mortality and Expense Risk Charge is shown in Section 1.

We review the Mortality and Expense Risk Charge periodically, and we may re-determine the Mortality and Expense Risk Charge at such time on a basis that does not discriminate unfairly within any class of Insureds. Any change will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the charge.

SECTION 9: Guaranteed Interest Account and Long-Term Guaranteed Interest Account

Guaranteed Interest Account (GIA)

This certificate also contains a Guaranteed Interest Account (GIA) to which premium payments may be allocated. The GIA is not part of the Separate Account. It is accounted for as part of our General Account. We reserve the right to limit cumulative premium payments and transfers to the non-loaned portion of the GIA during any one-week period to the GIA Weekly Transfer and Premium Limit shown in Section 1. We reserve the right to limit cumulative premium payments and transfers to the GIA to the GIA Yearly Transfer and Premium Limit shown in Section 1 over any 12-month period.

On any business day after the Certificate Date, the value of this certificate's Guaranteed Interest Account is equal to the value of this certificate's Guaranteed Interest Account on the prior business day, increased by the credit of daily interest. In addition, this value will be increased on any day by either of the following transactions:

1. any net premium payments applied to the Guaranteed Interest Account on the Payment Date; or
2. any transfers into the Guaranteed Interest Account on the transfer date.

The value of this policy's Guaranteed Interest Account will be decreased on any day by any of the following transactions:

1. any monthly deductions applied against the Guaranteed Interest Account on the deduction date;
2. the amount of any Withdrawals paid, Withdrawal Fee and pro-rata Surrender Charge assessed applied against the Guaranteed Interest Account on the Withdrawal date;
3. the amount of any pro-rata Surrender Charge assessed (due to a decrease in Face Amount) applied against the Guaranteed Interest Account on the date of the reduction in Face Amount; or
4. the amount of any transfers, including any certificate loans taken, out of the non-loaned portion of the Guaranteed Interest Account on the transfer or loan date.

For amounts held under the non-loaned portion of the GIA, we will credit interest daily at such rates as we shall determine. Subsequent interest rates may be higher or lower than the initial interest rate, but in no event lower than the Guaranteed Interest Account Minimum Interest Rate shown in Section 1. At least monthly, we will set the interest rate that will apply to any premium allocation made to the GIA.

For amounts held under the loaned portion of the GIA, we will credit interest daily at an effective annual rate of interest equal to the Loan Interest Credited Rate shown in Section 1. In no event will the annual Loan Interest Credited Rate be less than the Guaranteed Minimum Interest Rate shown in Section 1.

We will determine the credited interest rate based on our anticipation of future investment earnings, mortality, persistency, expense and administrative costs, and taxes. We may, in our sole discretion, change the interest rate. Any changes in the rate will apply to all policies and not discriminate unfairly within any class of insureds. Any change in rate will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the rates. The effective annual interest rate will never be less than the Guaranteed Interest Account Minimum Interest Rate shown in Section 1. Any interest credited in excess of that computed based upon the Guaranteed Interest Account Minimum Interest Rate is referred to as "excess interest."

We may credit different interest rates on loaned and unloaned portions of the Account Value. The rate(s) in effect on a given date for unloaned amounts is referred to as the "current interest rate(s)." We may credit interest on loaned Account Value for Preferred Loans at a different rate than the rate credited on loaned Account Value for non-Preferred Loans. All interest rates are stated as effective annual rates. Interest will be compounded at least monthly to yield the effective annual rate.

We reserve the right to add other Guaranteed Interest Accounts subject to the extent and in the manner permitted by applicable law. Also, when required by law, we will obtain approval from any regulatory authority.

Under the Enhanced Dollar Cost Averaging Program (Enhanced DCA Program), We will credit additional interest on the balance of the first premium payment, including any 1035 exchange proceeds, remaining in the GIA provided it is allocated to the GIA for monthly transfer under the Dollar Cost Averaging (DCA) Program. The rate at which we pay additional interest under the Enhanced DCA Program will be guaranteed for a period commencing with the termination of the Right To Return This Certificate period and ending at the completion of the first Certificate Year. The DCA Program period chosen must not exceed 12 months from the end of the Right To Return This Certificate period.

When the Enhanced DCA Program is in effect, the amount you allocate to this program, less any applicable premium deductions, will be allocated to a money market subaccount until the termination of the Right To Return This Certificate period. Upon termination of the Right To Return This Certificate period, the amount you allocated to the Enhanced DCA Program, net of any Certificate Charges and money market subaccounts returns, will be transferred to the GIA and we will begin crediting additional interest on the balance under the Enhanced DCA Program.

The initial transfer under the Enhanced DCA Program will occur automatically on the Monthly Calculation Day that coincides with or immediately follows the termination of the Right To Return This Certificate period.

If you terminate the Enhanced DCA Program while there is an existing balance, the amount remaining under the Enhanced DCA Program will be allocated according to your most recent premium allocation schedule.

We reserve the right to limit the amount allocated to the Enhanced DCA Program to \$250,000.

There are transfer restrictions on the GIA. For additional information regarding these restrictions please see Section 15.

Long-Term Guaranteed Interest Account (LT-GIA)

This certificate also contains a Long Term Guaranteed Interest Account (LT-GIA) to which premium payments may be allocated. The LT-GIA is not part of the Separate Account. It is accounted for as part of our General Account. We reserve the right to limit cumulative premium payments and transfers to the LT-GIA during any one-week period to the LT - GIA Weekly Transfer and Premium Limit shown in Section 1 and to the LT-GIA Yearly Transfer and Premium Limit shown in Section 1 over any 12-month period.

On any business day after the Certificate Date, the value of this certificate's Long-Term Guaranteed Interest Account is equal to the value of this certificate's Long-Term Guaranteed Interest Account on the prior business day, increased by the credit of daily interest. In addition, this value will be increased on any day by either of the following transactions:

1. any net premium payments applied to the Long-Term Guaranteed Interest Account on the Payment Date; or
2. any transfers into the Long-Term Guaranteed Interest Account on the transfer date.

The value of this policy's Long-Term Guaranteed Interest Account will be decreased on any day by any of the following transactions:

1. any monthly deductions applied against the Long-Term Guaranteed Interest Account on the deduction date;
2. the amount of any Withdrawals paid, and Withdrawal Fee and pro-rata Surrender Charge assessed applied against the Long-Term Guaranteed Interest Account on the Withdrawal date;
3. the amount of any pro-rata Surrender Charge assessed (due to a decrease in Face Amount) applied against the Long-Term Guaranteed Interest Account on the date of the reduction in Face Amount; or
4. the amount of any transfers, including any certificate loans taken, out of the Long-Term Guaranteed Interest Account on the transfer or loan date.

For amounts held under the LT-GIA, We will determine the credited interest rate based on our anticipation of future investment earnings, mortality, persistency, expense and administrative costs, and taxes. We may, in our sole discretion, change the interest rate. Any changes in the rate will apply to all policies and not discriminate unfairly within any class of insureds. Any change in rate will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the rates. The effective annual interest rate will never be less than the Long Term Guaranteed Interest Account Minimum Interest Rate shown in Section 1. Any interest credited in excess of that computed based upon the Long Term Guaranteed Interest Account Minimum Interest Rate is referred to as "excess interest."

There are transfer restrictions on the LT - GIA. For additional information regarding these restrictions please see Section 15.

SECTION 10: Account Value

Account Value

The Account Value on the Certificate Date is equal to the initial premium net of the Premium Expense Charge as stated in the Net Premiums Added provision below, and minus the first month's monthly deduction as stated in the Monthly Deductions provision below. The Account Value on any subsequent date is the sum of this certificate's share in the value of each Investment Options of the Separate Account and the value of this certificate's Guaranteed Interest Account and Long-Term Guaranteed Interest Account. See Section 8 for an explanation as to how this certificate's share in the value of each Investment Option of the Separate Account is determined and Section 9 for a description of the Guaranteed Interest Account and Long-Term Guaranteed Interest Account.

Net Premiums Added

When we receive your premium payments at our Main Administrative Office, we deduct a Premium Expense Charge which will not exceed the amount shown in Section 1, and add the balance remaining (the Net Premium) to your Account Value. We will do this before we take any other deductions due on that business day.

We will not deduct a Premium Expense Charge until the date the certificate takes effect, and the balance remaining will be your Account Value from which deductions will be taken and to which any subsequent Net Premiums will be added.

Investment allocation of the initial premium payment and any subsequent premium payments will be in accordance with the Allocations provision of Section 15.

Monthly Deductions

Each Monthly Deduction is due and will be taken from the Account Value as of the Certificate Date and as of each applicable Monthly Calculation Date. Monthly Deductions are calculated from the Certificate Date. If, at your request, we set the Certificate Date to a date which precedes the date on which we receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the later of the date we receive the initial premium and the date our underwriters approve issuance of this certificate.

Monthly Deductions will be taken from this certificate's share of the remaining Investment Options, the LT-GIA, or the GIA, exclusive of the loaned portion of the Guaranteed Interest Account on a proportionate basis. You may, however, request that Monthly Deductions not be taken from certain specified Investment Options, the LT-GIA, or the GIA. Such a request may later be changed by notifying us in writing, but only with respect to future Monthly Deductions. In the event you do not have sufficient funds in an account to permit the full Monthly Deduction, the remainder will be taken on a proportionate basis from each of the other Investment Options, exclusive of the loaned portion of the GIA. The number of Units deducted from each Investment Option of the Separate Account will be determined by dividing the portion of the Monthly Deduction allocated to each such Investment Option by the Unit Value of that Investment Option on the Monthly Calculation Date.

Monthly Deductions are due until the Age 100 Anniversary, at which time we will cease to take any further Monthly Deductions as described in Section 7.

The Monthly Deduction for any Certificate Month that will be deducted from your Account Value consists of charges (a) through (e) listed below, each of which will be deducted in the order as listed, where:

- (a) is the Administrative Charge;
- (b) is the Coverage Charge;
- (c) is the sum of the charges for riders which are part of the certificate, if any;
- (d) is the sum of all charges for any applicable Additional Ratings shown in Section 1; and
- (e) is the Cost of Insurance Charge, as described below.

Cost of Insurance Charge

The rates for the Cost of Insurance Charge as of the Certificate Date are based on the sex, if applicable, Age, Risk Classification, Death Benefit Option at Issue, Face Amount, Net Amount at Risk, applicable rider values and duration that the coverage has been in force for the Insured. For each increase in the Face Amount, the Rate Classification applicable to the increase will apply. If the face amount has been increased, the cost of insurance rates will be blended in proportion to the respective face amounts. The blended cost of insurance rate will be applied to the net amount at risk as described below.

The Cost of Insurance Charge for a specific Certificate Month is the charge for the Net Amount at Risk, including riders that are part of the contract, if any. The charge for the Net Amount at Risk is an amount equal to the per dollar Cost of Insurance rate for that month multiplied by the Net Amount at Risk, and such rates will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates at any Age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To determine the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which we are at risk.

The Cost of Insurance calculation will reflect any adjustment for the Minimum Death Benefit.

We review our Cost of Insurance rates periodically, and may re-determine Cost of Insurance rates at such time on a basis that does not discriminate unfairly within any class of Insureds. Any change in rates will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the rates.

Net Amount at Risk

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c) where:

- (a) is the Account Value at the end of the immediately preceding business day, less all charges due on the Monthly Calculation Date;
- (b) is the Death Benefit on the Monthly Calculation Date; and
- (c) is the amount defined in (a), multiplied by the applicable Minimum Death Benefit Percentage shown in Section 2.

SECTION 11: Premiums

The Minimum Initial Premium is shown in Section 1. Insurance under this certificate will take effect once our underwriters approve issuance of this certificate and the conditions specified in the application form have been satisfied, including our receipt of at least the Minimum Initial Premium.

We will process any premium payment subject to the life insurance qualification test elected by you unless one of the following exceptions applies:

- (i) we will process a payment received prior to the Certificate Date as if received on the Certificate Date.
- (ii) we will process the portion of any premium payment for which we require evidence of the Insured's continued insurability on the first business day after we have received such evidence and found it satisfactory to us.

Premium Expense Charges, as shown in Section 1, will be deducted from any premiums received by us. If the Minimum Initial Premium is received by us at our Main Administrative Office after the Certificate Date, then it will be reduced by the amount necessary to cover any past unpaid Monthly Deductions described below. In addition, payments received by us during a grace period will also be reduced by the amount needed to cover any Monthly Deductions during the grace period.

You may pay premiums until the Insured reaches the Age 100 Anniversary, at which time the Monthly Deductions cease and no further premiums may then be paid.

The premiums, net of the Premium Expense Charges, will be applied on the Payment Date, or based upon any alternate instructions from you, subject to our approval. The premiums will be allocated to the various Investment Options, the Long-Term Guaranteed Interest Account and the Guaranteed Interest Account based on the premium allocation schedule. You may change the allocation schedule for premium payments by written request.

If, however, our receipt of any premium payment (or portion thereof) would cause the certificate to not qualify as a "life insurance contract" under the federal income tax laws, we will not process such payment (or portion thereof). In addition, absent any written instructions from you, we will process premium payments in a manner in which they will not result in adverse tax consequences.

Subject to these limitations, you may pay additional premiums at any time prior to the Age 100 Anniversary and while this certificate is in force. Maximum premium payments are subject to the Maximum Annual Premium shown in Section 1. You may request a receipt signed by one of our executive officers. All premiums are payable at our Main Administrative Office.

If any premium payment results in an increase in the Death Benefit by more than it would increase the Account Value, then we will either refund the premium or require evidence of insurability satisfactory to us. To the extent of such evidence, the Incontestability and Suicide Exclusion provisions will apply. We may limit the number and amount of premium payments in any Certificate Year. The minimum premium payment that we will accept as well as the maximum amount that we will accept in any Certificate Year is shown in Section 1.

We may limit the number and amount of premium payments in any Certificate Year. The minimum premium payment that we will accept is as shown in Section 1, or if during the Grace Period, the amount needed to prevent lapse of this certificate. We reserve the right to reduce or increase the limit.

Any reference to "policy" on any premium reminder notice means this certificate.

Continuation of Insurance Upon Discontinuance of Premium Payments

If you discontinue paying premiums, we will continue taking the Monthly Deductions from your Account Value. Your insurance coverage will continue subject to the Grace Period, and Certificate Termination provisions in Sections 12 and 13.

SECTION 12: Grace Period

This certificate and any riders will go into default if, on any Monthly Calculation Date, the required Monthly Deductions exceed the Net Account Value. A Grace Period of 61 days from the date we mail our written notice to you will be allowed for the payment of additional premiums. Such additional premium payments must be sufficient to increase the Net Account Value on that Monthly Calculation Date to cover three Monthly Deductions.

Any premiums paid will be used, after assessment of Premium Expense Charges, to pay for any unpaid Monthly Deductions.

We will send notice to your last known address, specifying the amount you must pay to bring the certificate out of default. If we have notice of a certificate assignment on file at our Main Administrative Office, we will also mail a copy to the assignee on record of the notice of the amount due. If the necessary additional premium payments have not been received by the end of the grace period, the certificate will terminate without value but not before 61 days have elapsed since we mailed our written notice to you. Upon termination of the certificate, the remaining Net Surrender Value, if any, will be paid to the Owner. If the Insured dies while the certificate is in default, then we will deduct from the proceeds all Monthly Deductions due and unpaid as of the date of the Insured's death. Unless a rider provides otherwise, no riders will be in effect after the certificate terminates.

SECTION 13: Certificate Termination

This certificate will terminate automatically on the earliest of:

- (1) the date the Insured dies;
- (2) the date the grace period expires without the payment of sufficient premium as provided in Section 12;
- (3) the date the certificate is surrendered for its Net Surrender Value.

SECTION 14: Reinstatement

If this certificate terminates in accordance with the Grace Period provision, you may reinstate this certificate while the Insured is alive within three years from the date the certificate goes into default, as specified in Section 12. The certificate cannot be reinstated if it has been surrendered for its Net Surrender Value. We will not approve a request for reinstatement until we receive at our Main Administrative Office all of the following:

- (1) a written request for reinstatement;
- (2) evidence of insurability satisfactory to us;
- (3) payment or reinstatement of any Certificate Debt as of the date of termination; and
- (4) payment of the Reinstatement Premium. The Reinstatement Premium equals the amount that was required to bring the certificate out of default immediately prior to termination, plus three Monthly Deductions.

Requirements (2) through (4) must be satisfied within 60 days after the date we receive a written request for reinstatement.

If we approve your request,

- (1) the reinstatement date will be the Monthly Calculation Date following the date we receive the required payment at our Main Administrative Office;
- (2) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (3) the remaining Surrender Charge Schedule, if any, will be the same as on the date of default; and
- (4) the Account Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Account Value on the date the certificate terminated.

SECTION 15: Allocations and Transfers

Allocations

We process Net Premiums as described in Section 11. Any premiums received prior to the date the certificate takes effect, as described in Section 11, will be allocated not later than the date we issue the certificate in accordance with the allocation instructions then on file with us. If, however, the certificate was issued in a return of premium state, as specified on the cover page of this certificate, premiums received prior to the date the certificate takes effect will be allocated to the money market investment account during the Right to Return This Certificate period. The amount in the money market investment account will be allocated in accordance with your allocation instructions on file with us on the first business day following the end of the Right to Return This Certificate period.

Initial allocation instructions are elected in your application for this certificate. You may elect to change your allocation instructions at any time. A change may be elected by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us. A change will be effective as of the end of the business day on which we receive notice satisfactory to us. Instructions to us must express allocation percentages as greater than or equal to zero, and less than or equal to 100%, and the sum of the allocation percentages must equal 100%. Allocation percentages must be whole numbers.

We have the right to impose a limit on the number and frequency of such changes and to set minimum and maximum percentages that may be allocated to any Investment Option, the GIA or the LT - GIA.

Transfers

Instructions may be given to us at any time while the certificate is in force to transfer portions of your Account Value among one or more of the Investment Options, the LT-GIA, and the non-loaned portion of the GIA. Transfers may be made by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us. You may make up to 12 transfers per Certificate Year from the Investment Options without incurring a Transfer Charge and only one transfer per Certificate Year from the non-loaned portion of the GIA unless the Dollar Cost Averaging (DCA) Program or Asset Rebalancing Program is elected. Except as provided below, we reserve the right to impose a Transfer Charge after the first 12 transfers made in each Certificate Year, upon prior written notice to the owner. Any Transfer Charge will be administered in a non-discriminatory manner. In no event, however, will such Transfer Charge exceed the Transfer Charge, shown in Section 1, per transaction. Any such charge will be deducted from the Investment Options, the LT-GIA, or the GIA from which the amounts are to be transferred with each such Investment Option, the LT-GIA, or non-loaned portion of the GIA bearing a pro-rata share of the Transfer Charge. The value of the Investment Option will be the value on the date of transfer. The Transfer Charge, if any, is shown in Section 1.

We have the right to require that a period of at least 6 months have elapsed between transfers from the non-loaned portion of the GIA. Except as otherwise provided under the DCA Program, the amount that may be transferred from the non-loaned portion of the GIA at any one time cannot exceed the higher of \$1,000 or 25% of the value of the non-loaned portion of the GIA.

Under the DCA Program, funds may be transferred automatically among the Investment Options on a monthly, quarterly, semi-annual, or annual basis subject to the minimums in Section 1. You must have an initial value of \$2,000 in the non-loaned portion of the GIA or the Investment Option from which funds will be transferred. Funds may be transferred from only one Investment Option or the non-loaned portion of the GIA, but may be allocated to multiple Investment Options, the LT-GIA, and the non-loaned portion of the GIA. Under the DCA Program, you may transfer approximately equal amounts from the non-loaned portion of the GIA over a minimum 6-month period.

Under the Asset Rebalancing Program, funds are transferred automatically among the Investment Options on a monthly, quarterly, semi-annual, or annual basis to maintain the allocation percentage elected by written request.

We reserve the right to not allow the Asset Rebalancing and the DCA Programs to be in effect at the same time.

Transfers made under the DCA Program or Asset Rebalancing Program will be processed on the next business day following your request for the month that applies. If the value in the Investment Option or non-loaned portion of the GIA is below the amount to be transferred, then the entire remaining balance will be transferred and the DCA or Asset Rebalancing Programs will be completed. You may terminate your participation in the DCA or Asset Rebalancing Programs at any time by sending a written request to us. Upon completion of the DCA or Asset Rebalancing Programs, you must send a Written Request to us to start another DCA or Asset Rebalancing Program.

The amount that may be transferred from the LT-GIA at any time cannot exceed the greatest of \$1,000, 10% of the value of the LT-GIA, and the amount transferred from the LT-GIA in the prior Certificate Year. Only one transfer is permitted per Certificate Year from the LT-GIA. Transfers from the LT-GIA are not permitted under the DCA Program. Transfers to or from the LT - GIA are not permitted under the Asset Rebalancing Program.

At any time during the first eighteen months from the Certificate Date, you may elect to transfer all assets held in the Investment Options to the non-loaned portion of the Guaranteed Interest Account. No charge will be made for any such transfer, regardless of the number of transfers previously made.

We reserve the right, in our sole and absolute discretion, to temporarily or permanently modify or terminate transfer privileges, or reject any specific order from anyone including the owner, market-timing organization, or individual, or other party authorized to give transfer orders whose transactions would constitute Disruptive Trading as determined by us or an underlying fund company. Disruptive Trading includes but is not limited to, frequent purchases, redemptions and transfers, transfers into and out of an Investment Option in a short period of time, and transfers of large amounts at one time. In addition to restricting or terminating transfer privileges we also reserve the right to limit the dollar amount and frequency of transfers, impose redemption fees on short-term trading, restrict the method of making transfers, and to require a holding period for some Investment Options. We also reserve the right to not accept batch transfer instructions from anyone acting under powers of attorney for multiple owners, unless we have entered into a third-party transfer service agreement. Such transfer limitations could be applied to transfers to or from some or all of the Accounts. These limitations, individually or in aggregate, may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other owners. Any termination, restriction or limitation on transfer privileges will be administered in a uniform non-discriminatory manner. If we reject a transfer for any of these reasons, we will notify you of our decision in writing.

We do not include transfers made pursuant to the DCA or Asset Rebalancing Program when applying our Disruptive Trading certificate.

SECTION 16: Loans

While this certificate is in force, and sufficient loan value is available, a loan may be obtained by written request. Each loan must be for at least the Minimum Loan Amount shown in Section 1. To obtain a loan, we may require a loan agreement from you, since the certificate is the only security for the loan. We may defer loans as provided by law or as provided in Section 27. Loans may not be made if the certificate is in the grace period as described in Section 12.

Maximum Preferred Loan, Maximum Loan Value

If you requested a Preferred Loan at Issue, it is subject to the following limitations:

1. A Preferred Loan is available only at issue.
2. The maximum Preferred Loan amount is equal to the lesser of the actual loan requested to be carried over from the previously issued certificate, and the Preferred Loan Premium Percentage shown in Section 1, of premiums received at issue, plus accrued interest.
3. Subsequent Preferred Loans are not available under the certificate.

For all loans other than Preferred Loans, the Maximum Loan Value is shown in Section 1.

Available Loan Value

The available loan value on any date is an amount equal to the Maximum Loan Value less Certificate Debt. In no event will the Maximum Loan Value exceed the current Account Value less any applicable Surrender Charge.

The amount of the loan will be added to the loaned portion of the GIA and subtracted from this certificate's share of the Investment Options, the LT-GIA, and the GIA based on the allocation you request at the time of the loan. The total reduction will equal the amount added to the loaned portion of the GIA. Unless we agree otherwise, allocations to each Investment Option, the LT-GIA, and GIA must be expressed in whole percentages. If no allocation request is made, the amount subtracted from the share of each Investment Option, the LT-GIA, and the GIA will be determined in the same manner as provided for Monthly Deductions.

Loan Interest Charged

Loan interest will accrue on a daily basis from the date of the loan, and is payable in arrears.

Loans will bear interest at no more than the applicable annual rate shown in Section 1. Loan interest will be payable on each Certificate Anniversary and on the date the loan is settled. In the event that you do not pay the loan interest charged in a Certificate Year, such amount will be added to the Certificate Debt on the Certificate Anniversary.

Preferred loans will bear interest at no more than the applicable annual rate shown in Section 1.

We may charge interest on loaned Account Value for Preferred Loans at a different rate than the rate charged on loaned Account Value for non-Preferred Loans. All interest rates are stated as effective annual rates. Interest will be compounded at least monthly to yield the effective annual rate.

Loan Repayment

You may repay the Certificate Debt in whole or in part at any time prior to the death of the Insured and while the certificate is in force. However, subject to any rider, endorsement, or other provisions, while a loan exists, we will treat any amounts you pay as premiums, unless you request in writing that they be treated as loan repayments. We will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before applying any balance remaining as a premium payment.

Repayment, in excess of any outstanding accrued loan interest, will be applied to reduce the loaned portion of the GIA. The amount applied will be transferred first to the LT-GIA, if applicable, and then to the non-loaned portion of the GIA to the extent that loaned amounts taken from such accounts have not previously been repaid. Otherwise, such balance will be transferred among the GIA, LT-GIA, or Investment Options you request upon repayment and, if no allocation request is made, we will use your most recent premium allocation schedule on file with us. Any Certificate Debt repayment received by us during a grace period as described in Section 12 will be reduced to cover any overdue Monthly Deductions and only the balance will be applied to reduce the Certificate Debt. Such balance will also be applied to reduce the loaned portion of the GIA.

SECTION 17: Surrenders and Withdrawals

Surrender of the Certificate

You may surrender this certificate upon written request for its Net Surrender Value at any time prior to the death of the Insured. We will determine the Net Surrender Value as of the end of the business day on which we have received at our Main Administrative Office your written request for surrender of the certificate. We will process the request and pay the Net Surrender Value only if we have not received due proof that the Insured died prior to the Surrender Date. After we receive your written request to surrender the certificate, no insurance will be in force. If you surrender the certificate during the Surrender Charge Period, we will deduct a Surrender Charge from your Account Value. The Surrender Charge and Surrender Charge Period are shown in Section 1.

Withdrawals

Once per Certificate Month, after the Withdrawal Date shown in Section 1 and while the Insured is living, you may request a withdrawal of part of the Net Surrender Value, if available. An amount equal to the withdrawal and its related pro-rata Surrender Charge, shown in Section 1, will be deducted from the Account Value. Withdrawals are subject to the following conditions:

1. each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
2. after the withdrawal, its related pro-rata Surrender Charge and Withdrawal Fee, the remaining Net Surrender Value must be greater than zero; and
3. a withdrawal will not be permitted which would reduce the initial Coverage Layer below the Minimum Initial Coverage Layer Face Amount shown in Section 1.

We have the right to require that the entire balance of an Investment Option, the LT-GIA, or the GIA be withdrawn if the share of this certificate in the value of that Investment Option, the LT-GIA, or the GIA would, immediately after a withdrawal, be less than \$500.

We will process the withdrawal, thereby reducing the Account Value, as of the end of the business day on which we receive your written request.

When a withdrawal is made, the Account Value will be reduced by the sum of the following:

1. the withdrawal amount paid. This amount comes from a reduction in this certificate's share in the value of each Investment Option, the LT-GIA and the GIA based on the allocation you request at the time of the withdrawal. If no allocation request is made, the assessment to each Investment Option, the LT-GIA, and the GIA will be made in the same manner as provided for Monthly Deductions.
2. the Withdrawal Fee not to exceed that shown in Section 1. The assessment to each Investment Option, the LT-GIA, and the GIA will be made in the same manner as provided for the withdrawal amount paid.

Upon a reduction in Face Amount, a pro-rata Surrender Charge will be deducted from the Account Value based on the Certificate Year and amount of the reduction. During any Certificate Year, such pro-rata Surrender Charge will equal (a) multiplied by (b), where:

- (a) = the applicable Surrender Charge shown in Section 1 of the certificate, less any pro-rata Surrender Charges deducted previously, and
- (b) = (i) divided by (ii), where:
 - (j) = the Face Amount decrease, and
 - (ii) = the Face Amount before the decrease.

This amount is assessed against the Investment Options, the LT-GIA, and the GIA in the same manner as provided for the withdrawal amount paid.

If Death Benefit Option A is in effect on the date of the withdrawal, such withdrawal will reduce the Face Amount dollar for dollar. If, however, the Death Benefit in effect on the date of the withdrawal is equal to the Minimum Death Benefit, withdrawals on such date will first reduce the Death Benefit by the amount withdrawn multiplied by the applicable Minimum Death Benefit Percentage (shown in Section 2) until the Death Benefit is equal to the Face Amount. Such excess withdrawal amount will then reduce the Face Amount dollar for dollar. Your Death Benefit will continue to be determined in accordance with Section 6 based upon the revised Face Amount.

If Death Benefit Option B is in effect at the time of the withdrawal, the amount of the withdrawal will be deducted from the Account Value. The Face Amount does not change.

Any reduction in Face Amount as a result of a withdrawal will be implemented by first reducing the additional Coverage Layers, if any, in the reverse order that they were added, followed by the initial Coverage Layer.

Any benefits provided are not less than that required by law of the state where this certificate was delivered. We may defer payment of Surrender Values as provided by law or as provided in Section 27.

SECTION 18: Basis of Computations

All of the values under this certificate are equal to or more than the minimums required on the Certificate Date by the state in which this certificate was delivered or issued for delivery. The method of computation of the values under this certificate has been filed as may be required with the Insurance Department of the state in which this certificate was delivered or issued for delivery. For further details please see Section 2.

SECTION 19: Owner(s) and Beneficiary(ies)

The Insured is the owner of this certificate, unless otherwise provided in the application or if ownership is changed by later transfer of ownership. If, however, you are offered consideration by a third party to transfer ownership of your certificate or any interest in your certificate, including a collateral or absolute assignment to such third party, no transfer of ownership shall take effect unless we or one of our affiliated companies first have the right to also offer consideration for your certificate. We will require information satisfactory to us that is necessary for us to determine the amount of such consideration we will offer for your certificate.

While the Insured is living, the owner may exercise all rights provided by this certificate or allowed by us. Consent of any Beneficiary not irrevocably named or any contingent owner is not required. If there is no surviving Beneficiary upon the death of the Insured, you will be the Beneficiary, but if you were the Insured, your estate will be the Beneficiary.

Unless otherwise stated in the application or as later changed, any death proceeds that become payable will be paid in equal shares to such Beneficiaries living at the death of the Insured as stated in the application or as later changed. Payments will be made successively in the following order:

- (a) primary Beneficiaries;
- (b) contingent Beneficiaries, if any, provided no primary Beneficiary is living at the death of the Insured;
- (c) you, or if not living, your executor or administrator, provided no primary or contingent Beneficiary is living at the death of the Insured, or in the absence of a Beneficiary designation.

Unless otherwise stated, the relationship of a Beneficiary is the relationship to the Insured. You may change the Beneficiary by written notice filed with us at our Main Administrative Office. When we receive it, the change will take effect as of the date it was signed by you. However, the change will be subject to any payments made or actions taken by us before we received the notice at our Main Administrative Office.

SECTION 20: Assignment

Except as otherwise provided in this certificate, you may by written notice assign any interest in this certificate without the consent of any person, other than an irrevocable Beneficiary. The assignment or a certified copy of it must be filed with us at our Main Administrative Office. When filed, it will bind us as of the date of the assignment, subject to any action taken by us before such filing. We shall not be responsible for the validity or sufficiency of any assignment. The interest of the assignee shall be prior to the interest of any Beneficiary not irrevocably named or any contingent owner. An assignee cannot change the Beneficiary, owner, or contingent owner.

SECTION 21: Misstatements

If the Age or sex of the Insured has been misstated, we will, if necessary, adjust the Face Amount, Death Benefit and every other benefit to that which would have been purchased at the correct Age or sex by the most recent Cost of Insurance Charge deducted under Section 10. No adjustment will be made to the Account Value.

SECTION 22: Suicide Exclusion

If the Insured, whether sane or insane, dies by suicide within two years from the Issue Date and while the certificate is in force, our liability shall be limited to an amount equal to the premiums paid on this certificate, less any Certificate Debt owed us, and less any withdrawals.

If the Insured, whether sane or insane, dies by suicide within two years from the date of the addition of a Coverage Layer, and while the certificate is in force, our liability for that increase will not include the amount of such Coverage Layer but will include a pro-rata portion of the premiums paid applicable to the Coverage Layer.

SECTION 23: Incontestability

This certificate shall be incontestable after it has been in force during the Insured's lifetime for two years from the Issue Date, except for nonpayment of the premium required to keep this policy in force, or any provision for reinstatement or certificate change requiring evidence of insurability. In the case of reinstatement or any certificate change requiring evidence of insurability, the incontestable period shall be two years from the effective date of such reinstatement or certificate change. Any premium payment which we accept subject to insurability, and any increase in the Death Benefit resulting from such payment, and any increase in death benefit that is subject to evidence of insurability, shall be considered a certificate change for purposes of this Section. While insurance is contestable, we may either rescind the insurance or deny a claim on the basis of:

1. a misstatement in the application or supplemental application for this certificate or any Face Amount increase; or
2. a misstatement in the reinstatement application if there has been a reinstatement of this certificate.

If we successfully contest the validity of all or a portion of the Face Amount provided under this certificate, the amount we pay with respect to the contested amount will be limited to the higher of a return of any paid premium required by us for the contested Face Amount or the sum of any Monthly Deductions made under this certificate for the contested Face Amount.

SECTION 24: The Entire Contract

The written application for the certificate is attached at issue. This certificate, including the Schedule Pages (and any supplements or changes thereto), any riders, amendments, endorsements, and the application for it (and any supplemental applications) constitute the entire contract between you and us. However, additional written requests or applications for certificate changes or acceptance of excess payment may be submitted to us after issue and such additional requests may become part of the certificate.

We rely on all statements made by or for the Insured in the written application. Each statement made in an application will, in the absence of fraud, be deemed a representation and not a warranty. No statement will be used to void this certificate or in defense of a claim under this certificate unless:

1. it is contained in the application or in a supplemental application; and
2. a copy of that application is attached to this certificate when issued or made a part of this certificate when changes become effective.

Any change in the provisions of the certificate, including modifying the certificate, waiving any of its conditions, or making an agreement for the Company, to be in effect, must be in writing and signed by one of our executive officers and countersigned by our registrar or one of our executive officers. We have the right to correct any clerical errors in this certificate, or in our administration of the certificate.

Revised Schedule Pages

The Section 1 Schedule Pages issued with the certificate show the initial certificate data in effect for this certificate on the Certificate Date. Some of the certificate data may change by an action you request or take, or by a change you make. Any of these changes will be reflected in Revised Schedule Pages or an endorsement which supplements or restates the Section 1 Schedule Pages and shows the effective date of the change. Included in such changes are increases in Face Amount. For each new Coverage Layer created, we will issue you new Schedule Pages with a Table of Charges applicable to that Coverage Layer. We will send you such Revised Schedule Pages or endorsement along with a copy of any supplemental applications, and they will become part of this certificate as of their effective date.

SECTION 25: Annual Statement

Within 30 days after each Certificate Anniversary, we will send you, without charge, a report for each Certificate Year which includes:

1. the current Account Value, Death Benefit, Face Amount and Surrender Value;
2. any withdrawals, premiums paid, interest credited and charges made during the year;
3. any Certificate Debt and new loans and loan repayments made during the year; and
4. any other information required by the insurance supervisory official of the state in which this certificate was delivered.

You have the right to request an illustrative report at any other time. We may charge a reasonable fee, not to exceed \$50, for the report. Any reference to "policy" on such report means this certificate.

We will provide you, on written request, a projection of illustrative future benefits and values under your certificate. We will provide one report annually without charge. For additional reports you request, we have the right to charge a reasonable service fee, not to exceed \$50. We may limit the number of such projections in any Certificate Year. Any reference to "policy" on such projection of illustrative future benefits and values means this certificate.

SECTION 26: Claims of Creditors

The proceeds and any income payments under this certificate shall not be subject to the claims of creditors and shall be exempt from legal process, levy or attachment to the extent allowed by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without our agreement.

SECTION 27: Right to Defer Payment of Benefits

We reserve the right to defer payment of Net Surrender Values, withdrawals, certificate loans (except withdrawals and certificate loans made to pay premiums), transfers and the payment of any Death Benefit in excess of the Face Amount for any of the following periods:

- (a) Up to 6 months from the date of request, if the payments are based on policy values which do not depend on the investment performance of the separate account.
- (b) For a period during which the New York Stock Exchange is closed for trading (except for normal holiday closing) or when the Securities and Exchange Commission had determined that a state of emergency exists which may make the payment impractical.

We also reserve the right to defer transfers from the Guaranteed Interest Account to an Investment Option of the Separate Account for up to 6 months from the date of request.

We also reserve the right to postpone payments, including loans, for up to 6 months from the date of request if such payments are based on values that do not depend on the investment performance of the Investment Options.

In addition, we may deny transfers under the circumstances stated in (a), (b) and (c) above, and in the Allocations and Transfers section.

SECTION 28: Unisex

If this certificate is issued on a unisex basis any reference to the Insured's sex in this certificate is deleted.



**Flexible Premium Variable Universal Life Insurance Certificate
Death Benefit payable at death of Insured
Nonparticipating – not eligible for dividends
Benefits, premiums, and the Risk Classification are shown in Section 1**

The Death Benefit and other values provided under this certificate are based on the rates of interest credited on any amounts allocated to the Guaranteed Interest Account, Long-Term Guaranteed Interest Account and the investment experience of the Investment Options within our Separate Account to which your premiums are allocated. Thus, the Death Benefit, Account Value and Surrender Value may increase or decrease in amount and duration in accordance with the experience of the Separate Account. See Section 6 for a description of how the Death Benefit is determined.

SECTION 1: SCHEDULE PAGES

CERTIFICATE NUMBER: [9730000]

Insured: [John M. Phoenix]
Age at Certificate Date: [35]
Sex: [Male]
Risk Classification: [Preferred]
Additional Ratings: [not applicable]
Owner, Beneficiary: As designated in the application or subsequently changed
Certificate Date: [July 1, 2009]
Issue Date: [July 1, 2009]
Death Benefit Option at Issue: [Option B]
Life Insurance Qualification Test: [Guideline Premium Test]
Face Amount at Issue: \$ [250,000]

Premiums

Premium Mode: [Annual]
Minimum Initial Premium: \$ [385.42]
Planned Premium: \$ [2,312.50 per year]
[Guideline Single Premium: \$ [34,955.00]
[Guideline Level Premium: \$ [3,034.00]

Notice: This certificate provides life insurance coverage for the lifetime of the Insured if sufficient premiums are paid. **Even if the Planned Premiums shown above are paid as scheduled, they may not be sufficient to continue the certificate in force until the death of the Insured.** Coverage may expire if sufficient premiums are not paid. Keeping the certificate and coverage in force will be affected by factors such as: changes in the current cost of insurance rates; changes in expense charges; the amount, timing and frequency of premium payments; the interest rate being credited to the GIA and LT-GIA; the investment experience of the Investment Options; changes to the Death Benefit Option; changes in the Face Amount; loan activity; withdrawals, and deductions for any applicable supplementary benefit riders that are attached to, and made a part of, this certificate. Also refer to the Grace Period and Certificate Termination provisions in Sections 12 and 13.

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Other Benefits and Specifications

Preferred Loan Amount at Issue: [\$50,000]

[Asset Allocation Program [Ibbotson ModeratePortfolio]

[Riders]

[See Rider Information for further details regarding riders]

[Rider 1 Type of rider]

[Rider 2 Type of rider]

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Maximum Certificate Charges

Deductions from Premium Payments

Premium Expense Charge 8% of premium paid in all certificate years.

Monthly Deductions (the following charges are deducted monthly from the Account Value on each Monthly Calculation Date)

Administrative Charge: \$7.00

Cost of Insurance Charge: Determined in accordance with Section 10. Maximum monthly rates per \$1,000 of Net Amount at Risk are shown in Section 2.

Maximum Mortality and Expense Risk Charge: 0.04167% of the non-loaned separate account value for years 1-20
0.025% of the non-loaned separate account value for years 21+

Coverage Charge: [\$38.75] per month for the first 120 Certificate Months

[Rider Charges: As described in Section 1 under Rider Information]

Other Deductions

Withdrawal Fee: \$25.00 per withdrawal

Transfer Charge: \$0 for first 12 (Excluding Auto Rebalance), guaranteed not to exceed \$25 per transfer.

Surrender Charge:

<u>CERTIFICATE YEAR</u>	<u>SURRENDER CHARGE</u>
1	[\$3,250
2	\$3,087
3	\$2,925
4	\$2,762
5	\$2,600
6	\$2,437
7	\$2,275
8	\$2,112
9	\$1,950
10	\$1,787
11+	\$0]

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Premium Allocation

Fidelity VIP Growth Opportunities Portfolio	14%
Fidelity VIP Investment Grade Bond Portfolio	16%
Lord Abbett Growth and Income Portfolio	14%
Neuberger Berman AMT Guardian Portfolio	6%
Oppenheimer Main Street Small-Cap Fund/VA	6%
Phoenix-Aberdeen International Series	14%
Phoenix-Duff & Phelps Real Estate Securities Series	4%
Phoenix Money Market Series	4%
Phoenix Multi-Sector Fixed Income Series	11%
Phoenix-Sanford Bernstein Mid-Cap Value Series	4%
PIMCO CommodityRealReturn Strategy Portfolio	4%
Wanger International Small Cap	3%]

[Rider Information]

<u>[Rider Description</u>	<u>Rider Issue Date</u>	<u>Benefit Amount</u>	<u>Rider Expiry Date</u>	<u>Rider Charge]</u>
[06ITR-C – Increasing Term	7/1/2009	\$0	None	See Rider
07LTR-C – Level Term	7/1/2009	\$250,000	None	See Rider
07ASVR-C – Alternate Surrender Value	7/1/2009	N/A	7/1/2016	\$9.64 per Certificate Month
07NLGR-C - No Lapse Guarantee	7/1/2009	N/A	See Rider	N/A
06OLR-C – Overloan Protection	7/1/2009	N/A	None	[3.5%] of Account Value upon exercise
07UE-G – Certificate Endorsement	7/1/2009	N/A	None	N/A
07DPR-C - Disability Payment of Specified Premium	7/1/2009	\$2,000	See Rider	\$4.72 per Certificate Month
06LPOR-C – Life Plan Options	7/1/2009	N/A	None	N/A
VR59 – C - Accelerated Benefit	7/1/2009	\$250,000	None	See Rider]

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Table of Values**Refer to your certificate provisions for details on the terms and values shown in this table.**

Minimum Initial Coverage Layer Face Amount:	[\$ 100,000]
Minimum Face Amount Increase:	[\$25,000]
Face Amount Increase Date:	[Certificate Year 4]
Minimum Face Amount Decrease:	[\$25,000]
Minimum Premium Payment:	[\$25]
Maximum Annual Premium:	[\$ 1,000,000]
Guaranteed Interest Account Minimum Interest Rate:	3% (0.0080986% per day)
GIA Weekly Transfer and Premium Limit:	[\$250,000]
GIA Yearly Transfer and Premium Limit:	[\$1,000,000]
Long Term Guaranteed Interest Account Minimum Interest Rate:	3% (0.0080986% per day)
LT - GIA Weekly Transfer and Premium Limit:	[\$250,000]
LT - GIA Yearly Transfer and Premium Limit:	[\$1,000,000]
Minimum Loan Amount:	[\$500]
Loan Interest Credited Rate:	[3%]
Preferred Loan Interest Credited Rate:	[3%]
Loan Interest Rate:	not to exceed 8%
Preferred Loan Interest Rate:	not to exceed 8%
Maximum Loan Value:	[100%] of the Surrender Value
Preferred Loan Premium Percentage:	[75%]
Withdrawal Date:	[Certificate Year 2]
Minimum Withdrawal Amount:	[\$500]
Death Benefit Option Change Date:	[Certificate Year 2]
Minimum DCA Monthly Transfer Amount:	[\$25]
Minimum DCA Quarterly Transfer Amount:	[\$75]
Minimum DCA Semi-Annual Transfer Amount:	[\$150]
Minimum DCA Annual Transfer Amount:	[\$300]

SECTION 1: SCHEDULE PAGES (continued)

CERTIFICATE NUMBER: [9730000]

Coverage Layer Information

<u>Coverage Layer Effective Date</u>	<u>Coverage Layer Face Amount</u>	<u>Coverage Layer Risk Classification</u>	<u>Coverage Charge *</u>
[7/01/2012]	[\$250,000]	[Preferred]	[\$53.23] per month for 120 Certificate Months

Coverage Layer Surrender Charge Table:

<u>YEAR**</u>	SURRENDER CHARGE
1	[\$4,000
2	\$3,800
3	\$3,600
4	\$3,400
5	\$3,200
6	\$3,000
7	\$2,800
8	\$2,600
9	\$2,400
10	\$2,200
11+	\$0]

* A separate Coverage Charge will apply to each new Coverage Layer added. The charge will begin on the Coverage Layer Effective Date and continue for the number of Certificate Months indicated above.

**A separate Surrender Charge will apply to each new Coverage Layer added. The charge will begin on the Coverage Layer Effective Date and continue for the number of Years indicated in the Coverage Layer Surrender Charge Table.]

SECTION 2: TABLE OF RATES

CERTIFICATE NUMBER: [9730000]

MINIMUM DEATH BENEFIT PERCENTAGES & MAXIMUM MONTHLY COST OF INSURANCE RATE TABLE

<u>Attained Age</u>	<u>Minimum Death Benefit Percentage</u>	<u>Maximum Monthly Rates per 1,000 of Net Amount at Risk*</u>	<u>Attained Age</u>	<u>Minimum Death Benefit Percentage</u>	<u>Maximum Monthly Rates per 1,000 of Net Amount at Risk*</u>
[35	250%	0.1033	68	117%	1.8950
36	250%	0.1091	69	116%	2.0575
37	250%	0.1158	70	115%	2.2450
38	250%	0.1241	71	113%	2.4758
39	250%	0.1325	72	111%	2.7450
40	250%	0.1433	73	109%	3.0266
41	243%	0.1558	74	107%	3.3300
42	236%	0.1708	75	105%	3.6625
43	229%	0.1891	76	105%	4.0366
44	222%	0.2100	77	105%	4.4725
45	215%	0.2308	78	105%	4.9766
46	209%	0.2525	79	105%	5.5400
47	203%	0.2708	80	105%	6.1683
48	197%	0.2850	81	105%	6.8500
49	191%	0.3033	82	105%	7.5683
50	185%	0.3258	83	105%	8.3516
51	178%	0.3550	84	105%	9.2241
52	171%	0.3916	85	105%	10.1966
53	164%	0.4341	86	105%	11.2641
54	157%	0.4858	87	105%	12.4158
55	150%	0.5433	88	105%	13.6383
56	146%	0.6050	89	105%	14.9191
57	142%	0.6625	90	105%	16.1900
58	138%	0.7191	91	104%	17.4391
59	134%	0.7850	92	103%	18.7450
60	130%	0.8666	93	102%	20.1216
61	128%	0.9658	94	101%	21.5716
62	126%	1.0816	95	100%	23.0100
63	124%	1.2058	96	100%	24.4125
64	122%	1.3366	97	100%	25.9050
65	120%	1.4708	98	100%	27.4958
66	119%	1.6058	99	100%	29.1933]
67	118%	1.7466			

Basis of Calculations: 2001 Commissioners' Standard Ordinary Aggregate Mortality Smoker Composite Table (Age Last Birthday) for the Insured's sex and Age, and 3% effective annual interest rate. The Monthly Factor used in determining Cost of Insurance is 1.0024663.

If this certificate is issued on a unisex basis, we will use the 2001 Commissioners' Standard Ordinary Mortality Smoker Composite 80% Male Table (Age Last Birthday) for the Insured's Age and 3% effective annual interest rate. The Monthly Factor used in determining the Cost of Insurance is 1.0024663. If this certificate is issued on a unisex basis any reference to the Insured's sex in this certificate is deleted.

*The Maximum Monthly Cost of Insurance Rates above apply to both tobacco and non-tobacco risk classifications and reflect substandard ratings if any.



PHL VARIABLE INSURANCE COMPANY
A Stock Company

LEVEL TERM RIDER

This rider is a part of the certificate to which it is attached in consideration of the application and the Rider Charge as shown on the Schedule Pages of the certificate. This rider is effective on the Rider Issue Date. Except as stated in this rider, it is subject to all of the provisions of the certificate.

RIDER SPECIFICATIONS

Certificate Number:	[9730000]
Insured(s):	[John M. Doe]
Rider Issue Date:	[April 1, 2007]
Level Term Amount:	[\$500,000]
Maximum Level Term Face Amount:	[\$2,000,000.]
Minimum Level Term Face Amount:	[None]
Maximum Level Term Coverage Charge:	[\$111.25] per month for all years
Maximum Level Term Cost of Insurance Charge:	Maximum monthly rates per \$1,000 of Net Amount at Risk are shown in [Section 2] of the certificate.

***Level Term Surrender Charge Table:**

<u>CERTIFICA TE YEAR</u>	<u>LEVEL TERM SURRENDER CHARGE</u>
1	[\$6,500
2	\$6,175
3	\$5,850
4	\$5,525
5	\$5,200
6	\$4,875
7	\$4,550
8	\$4,225
9	\$3,900
10	\$3,575
11	\$3,250
12	\$2,579
13	\$1,756
14	\$896
15	\$0
16+	\$0]

*This Level Term Surrender Charge Table applies to the Level Term Amount shown in the Rider Specifications.

Rider Benefit

This optional benefit rider provides an additional insurance amount which is level term life insurance. On receiving due proof of death and while this benefit is in force, we will pay the Level Term Amount, shown in the Rider Specifications, to the same beneficiary and in the same manner as the proceeds payable under your certificate

Reduction of the Face Amount

If you request a reduction in the Face Amount or if there is a reduction in the Face Amount as the result of a Death Benefit Option change, the reduction will be implemented by first reducing any rider amount, followed by the additional Coverage Layers, if any, in the reverse order that they were added, followed by the initial Coverage Layer. Any such decrease will be effective on the Monthly Calculation Date following our receipt of your request. Upon a reduction in Face Amount, not resulting from a Death Benefit Option change, a pro-rata Surrender Charge will be deducted from the Account Value based on the Certificate Year and amount of the reduction. During any Certificate Year, such pro-rata Surrender Charge will equal (a) multiplied by (b), where:

- (a) = the applicable Surrender Charge shown in Section 1 of the policy, less any pro-rata Surrender Charges deducted previously, and
- (b) = (i) divided by (ii), where:
 - (i) = the Face Amount decrease, and
 - (ii) = the Face Amount before the decrease.

Monthly Deductions

The Monthly Deduction for this rider for any Certificate Month, that will be deducted from your Account Value, consists of the Level Term Coverage Charge and the Cost of Insurance charge as described below. The Level Term Coverage Charge will not exceed the Maximum Level Term Coverage Charge shown in the Rider Specifications.

Cost of Insurance

The rates for the Cost of Insurance Charge as of the Rider Issue Date are based on the sex, if applicable, Age, Risk Classification, Face Amount, Level Term Amount, Net Amount at Risk, applicable rider values and duration that the coverage has been in force for the Insured.

We will review our cost of insurance rates for this rider on the same basis and frequency as we do for the cost of insurance rates for the certificate to which it is attached.

Misstatements

If the Age or sex of the Insured has been misstated, we will adjust the Level Term Amount to that which would have been purchased at the correct Age or sex by the most recent Cost of Insurance Charge.

Suicide Exclusion

If the Insured, whether sane or insane, dies by suicide within two years from the Rider Issue Date and while the rider is in force, our liability shall be limited to the Monthly Deductions made for this rider.

Incontestability

This rider shall be incontestable after it has been in force during the Insured's lifetime for two years from the Rider Issue Date except for any provision for reinstatement or rider change requiring evidence of insurability. In the case of reinstatement the incontestable period shall be two years from the effective date of such reinstatement.

While insurance is contestable, we may either rescind the insurance or deny a claim on the basis of:

1. a misstatement in the application or supplemental application for the certificate; or
2. a misstatement in the reinstatement application if there has been a reinstatement of this rider.

Withdrawals

When a withdrawal is made from the certificate, the Account Value will be reduced by the sum of the following:

1. the withdrawal amount paid.
2. a pro-rata Surrender Charge based on the Certificate Year and amount of the withdrawal.

Upon a reduction in Face Amount, a pro-rata Surrender Charge will be deducted from the Certificate Value based on the Policy Year and amount of the reduction. During any Certificate Year, such pro-rata Surrender Charge will equal (a) multiplied by (b), where:

(c) = the applicable Surrender Charge shown in Section 1 of the policy, less any pro-rata Surrender Charges deducted previously, and

(d) = (i) divided by (ii), where:

(j) = the Face Amount decrease, and

(ii) = the Face Amount before the decrease.

Any reduction in Face Amount as a result of a withdrawal will be implemented by first reducing any rider term amount, followed by the additional Coverage Layers, if any, in the reverse order that they were added, followed by the initial Coverage Layer.

Any change in Face Amount as a result of a Death Benefit Option change will not change the Surrender Charges for this rider.

Reinstatement

If the certificate terminates in accordance with the Grace Period provision in the certificate, and it is reinstated in accordance with the reinstatement provision of the certificate, you may reinstate this rider at that same time. The Level Term Amount of this rider once it is reinstated will be equal to the Level Term Amount of this rider on the date of termination.

Monthly Rider Deduction

The monthly deduction for coverage under this rider is included in and part of the monthly deduction for the certificate. It is deducted on each Monthly Calculation Date until coverage under this rider terminates.

No Lapse Guarantee

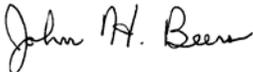
If a No Lapse Guarantee is included with your certificate it will apply to this benefit.

Termination of this Rider

This rider and all rights provided under it will terminate upon the earliest of the following dates:

1. the date we receive your written request to cancel this rider;
2. the date the decrease in the Face Amount of the certificate reduces the Level Term Amount to zero
3. the date the certificate terminates.

PHL Variable Insurance Company

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[Secretary]



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NO LAPSE GUARANTEE RIDER

This rider is part of the certificate to which it is attached in consideration of the application and the Rider Charge shown on the Schedule Pages of the certificate. This rider is effective on the Rider Issue Date shown in the Schedule Pages of this certificate. Except as stated in this rider, it is subject to all of the provisions contained in the certificate.

RIDER SPECIFICATIONS

Certificate Number: [0000000]

Insured(s): [John M. Doe]

10 Year No Lapse Guarantee Period

No Lapse Guarantee Period Expiry Date: [January 10, 2017]

Shortfall Period: [10 years]

Initial Monthly No Lapse Guarantee Premium: [\$652.00]

20 Year No Lapse Guarantee Period

No Lapse Guarantee Period Expiry Date: [January 10, 2027]

Shortfall Period: [10 years]

Initial Monthly No Lapse Guarantee Premium: [\$816.00]

Life Expectancy No Lapse Guarantee Period

No Lapse Guarantee Period Expiry Date: [January 10, 2047]

Shortfall Period: [2 years]

Initial Monthly No Lapse Guarantee Premium: [\$2,142.00]

Age 100 No Lapse Guarantee Period

No Lapse Guarantee Period Expiry Date: [January 10, 2072]

Shortfall Period: [2 years]

Initial Monthly No Lapse Guarantee Premium: [\$2,702.00]

Effective Annual Rate [4.0%]

No Lapse Guarantee

If the certificate would otherwise be in default in the absence of this rider, the certificate will not terminate during the applicable No Lapse Guarantee Period as long as you meet the requirements of the Total Cumulative Premium Test described below.

Monthly No Lapse Guarantee Premium

The Monthly No Lapse Guarantee Premium is the minimum amount which would have to be paid on each Monthly Calculation Date, starting on the Certificate Date, in order to satisfy the Total Cumulative Premium Test.

Shortfall Amount

The Shortfall amount is the minimum amount that must be paid to reinstate the No Lapse Guarantee during the Shortfall Period by satisfying the Total Cumulative Premium Test described below.

Shortfall Period

Should you fail to satisfy the Total Cumulative Premium Test at any time while this rider is in effect, you may bring the No Lapse Guarantee back into effect by paying the Shortfall Amount prior to the end of the applicable Shortfall Period shown in the Rider Specifications. The Shortfall Period will commence once the Total Cumulative Premium Test has been failed and will in no event extend beyond the applicable No Lapse Guarantee Period Expiry Date.

No Lapse Guarantee Periods

[10 Year No Lapse Guarantee Period

This benefit will apply for the first 10 Certificate Years as long as you satisfy the Total Cumulative Premium Test.

20 Year No Lapse Guarantee Period

This benefit will apply for the first 20 Certificate Years as long as you satisfy the Total Cumulative Premium Test.

Life Expectancy No Lapse Guarantee Period

This benefit will apply until the life expectancy at issue of the Insured as long as you satisfy the Total Cumulative Premium Test.

Age 100 No Lapse Guarantee Period

This benefit will apply until the Insured's Age 100 Anniversary as long as you satisfy the Total Cumulative Premium Test.]

Total Cumulative Premium Test

On any Monthly Calculation Date, while the No Lapse Guarantee is in effect, we will calculate the sum of the Monthly No Lapse Guarantee Premiums applicable for each Policy Month since the Policy Date, accumulated with interest at the Effective Annual Rate shown above as long as the applicable Shortfall Period has not expired. To meet the Total Cumulative Premium Test, when subtracting 2 and 3 from 1, the balance must equal or exceed 4 where 1, 2, 3 and 4 are determined as follows:

1. equals the premiums paid accumulated with interest at the Effective Annual Rate shown above, and
2. equals withdrawals accumulated with interest at the Effective Annual Rate shown above, and
3. equals the Policy Debt, and
4. equals the Monthly No Lapse Guarantee Premiums applicable for each Policy Month since the Policy Date, accumulated with interest at the Effective Annual Rate shown above.

If the Total Cumulative Premium Test is not met while this rider is in effect, and the certificate is in default the Grace Period provision of the certificate will apply. While the certificate is in default and the Total Cumulative Premium Test is not satisfied, the amount that you must pay in order to get the certificate out of default is the lesser of:

1. The amount required under the Grace Period provision of the certificate plus any Accumulated Charges as described below; or
2. The Shortfall Amount plus the next three Monthly No Lapse Guarantee Premiums, if the Shortfall period has not expired.

Accumulated Charges

While the No Lapse Guarantee is in effect, any monthly deduction as shown on the Schedule Page will continue to be deducted from the Account Value as provided for under the terms of the certificate. If, however, the Account Value is insufficient to cover such monthly deduction, we will accumulate the charges and apply them to future Account Value(s) as may later exist. No interest will accrue on these charges. Accumulated charges do not affect the net amount at risk and will not be deducted from claims.

Monthly No Lapse Guarantee Premium Change

The initial Monthly No Lapse Guarantee Premium is shown in the Rider Specifications. The Monthly No Lapse Guarantee Premium will change each time one of the following occurs:

- a) a withdrawal or a decrease in face amount;
- b) an increase in any portion of the face amount;
- c) a change in your Death Benefit Option;
- d) the addition, change or termination of one or more riders;
- e) a change in risk classification for any Insured.

Upon the occurrence of one of the above, we will notify you of any change to your Monthly No Lapse Guarantee Premium. The new Monthly No Lapse Guarantee Premium will be effective on the date of the change.

Reinstatement

This rider cannot be reinstated if the certificate has terminated and is later reinstated.

Termination

This rider and all rights provided under it will terminate automatically upon the first of any of the following events to occur:

1. the date we receive your written request to cancel this rider;
2. the applicable No Lapse Guarantee Period Expiry Date as shown in the Rider Specifications of this rider;
3. the Shortfall Amount has not been paid by the end of the applicable Shortfall Period;
4. the date the certificate terminates.

Once this rider terminates, the Grace Period described in your certificate will continue to apply. However, in addition to the payments required under the Grace Period provision, payments of any Accumulated Charges while the applicable No Lapse Guarantee Period was in effect will be also be required.

PHL Variable Insurance Company

[*John H. Beers*]

[Secretary]



INCREASING TERM RIDER

This rider is a part of the certificate to which it is attached in consideration of the application and the Monthly Charge for this rider as shown on the Schedule Pages of the certificate. This rider provides an increasing term insurance benefit. Except as stated in this rider, it is subject to all of the provisions contained in the certificate.

RIDER SPECIFICATIONS

Certificate Number:	[9730000]
Insured:	[John M. Doe]
Rider Issue Date:	[April 1, 2009]
Initial Rider Insurance Amount:	[\$0]
Increase Factor:	[5%]
[Annual Accumulation Rate:	0.00%
Maximum Increase Amount:	[\$ 5,000,000]
Insurance Increase Expiry Date:	[April 1, 2024]
Rider Expiry Date:	[None]

DEFINITIONS

Rider Anniversary

The rider anniversary means the same day and month of each year as the Rider Issue Date.

Rider Year

Rider years shall be measured from the Rider Issue Date.

Consumer Price Index

The Consumer Price Index means the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor. If the publication of the Consumer Price Index for All Urban Consumers is transferred to some other agency of the United States Government, the definition of the Consumer Price Index shall be changed to refer to such new agency. If the Consumer Price Index for All Urban Consumers is altered but is still in our opinion appropriate for this rider, it shall be used. If it is no longer published or is altered so that in our opinion it is no longer appropriate for this rider, the Current Ratio will remain constant at the latest computable value for the remaining time this rider is in force. However, if it can be adjusted so that in our opinion it becomes appropriate for this rider, the adjusted index shall be used.

If any index other than the Consumer Price Index for All Urban Consumers is used, the use of such index is subject to approval by the Insurance Department of the state where this rider was delivered.

Consumer Price Index Current Ratio

The Consumer Price Index Current Ratio for any Rider Year is equal to:

- a) The Current Factor for that Rider Year less the Base Factor; divided by
- b) The Base Factor

However, the Current Ratio shall not exceed 200% for any Rider Year.

The Base Factor is the Consumer Price Index for the month 4 months before the month in which this rider is issued.

The Current Factor for any Rider Year is the smaller of:

- a) The Consumer Price Index for the month 4 months before the month in which the Rider Year begins;
or
- b) 125% of the Current Factor for the prior Rider Year.

Furthermore, the Current Factor for a given Rider Year will not be less than the Current Factor for any prior Rider Year.

Total Rider Insurance Amount

The Total Rider Insurance Amount is equal to the Initial Rider Insurance Amount plus any insurance increases.

GENERAL

Rider Death Benefit

Upon receipt of due proof at our Main Administrative Office that the Insured died while this rider is in effect, we will pay the Rider Death Benefit, as described below, to the beneficiary of the certificate. In no event will the Rider Death Benefit be less than zero.

The Rider Death Benefit is equal to the Total Rider Insurance Amount minus the excess, if any, of the certificate's Minimum Death Benefit, as described in the certificate, over the certificate's total Face Amount.

After the Age 100 Anniversary, the Rider Death Benefit is equal to the Total Rider Insurance Amount minus the excess, if any, of the Account Value over the certificate's Total Face Amount.

Suicide Exclusion

If the Insured, whether sane or insane, dies by suicide within two years from the Rider Issue Date and while the rider is in force, our liability shall be limited to the Monthly Charges made for this rider.

If the Insured, whether sane or insane, dies by suicide within two years from any increase in Total Rider Insurance Amount, applied for by application, the increase in Total Rider Insurance Amount of this rider will cease and become void. The amount we pay is limited to the Monthly Charges made under this rider for the increase amount of coverage.

Incontestability

This rider shall be incontestable after it has been in force during the Insured's lifetime for two years from the Rider Issue Date except for any provision for reinstatement or rider change requiring evidence of insurability. In the case of reinstatement or increases in Total Rider Insurance Amount, applied for by application and requiring evidence of insurability, the incontestable period shall be two years from the effective date of such reinstatement or increase. Any increase in the Total Rider Insurance Amount subject to evidence of insurability, shall be considered a change for purposes of this Section.

While insurance is contestable, we may either rescind the insurance or deny a claim on the basis of:

1. a misstatement in the application or supplemental application for the certificate or any Total Rider Insurance Amount increase; or
2. a misstatement in the reinstatement application if there has been a reinstatement of this rider.

If we contest the validity of all or a portion of the Total Rider Insurance Amount provided under this rider, the amount we pay with respect to the contested amount will be limited to the sum of any Monthly Charges made under this rider for the contested portion of the Total Rider Insurance Amount. The portion of the Total Rider Insurance Amount that is contested will cease and then become void.

Reinstatement of This Rider

If the certificate terminates in accordance with the Grace Period provision in the certificate, and it is reinstated in accordance with the reinstatement provision of the certificate, you may reinstate this rider at that same time. The Total Rider Insurance Amount of this rider once it is reinstated will be equal to the Total Rider Insurance Amount of this rider on the date of termination. No further insurance increases will occur.

Insurance Increases

Subject to the limitations stated below, the Total Rider Insurance Amount will increase as follows:

Premiums Paid Increases

If the Increase Factor under this rider is "Premiums Paid", as shown in the rider specifications, then the Total Rider Insurance Amount will increase by the premiums paid during the most recent Certificate Month, less any amounts refunded to comply with any premium limitation specified in the certificate. Any insurance increases under this rider will occur on the first Monthly Calculation Date following premium receipt as long as this rider is in effect.

Premiums Paid With Interest Increases

If the Increase Factor under this rider is "Premiums Paid With Interest", as shown in the rider specifications, then the Total Rider Insurance Amount will increase by the premiums paid during the most recent Certificate Month, less any amounts refunded to comply with any premium limitation specified in the certificate, plus interest accrued during the most recent Certificate Month on any prior insurance increases automatically provided under this option at the rider's annual accumulation rate shown in the rider specifications. Any insurance increases under this rider will occur on each Monthly Calculation Date that this rider is in effect.

Percentage Increases

If the Increase Factor under this rider is a percent, as shown in the rider specifications, then the Total Rider Insurance Amount will increase by the Increase Factor, shown in the rider specifications, multiplied by the sum of the previous year's Total Rider Insurance Amount and the certificate's Total Face Amount. Any insurance increases under this rider will occur on each Rider Anniversary that this rider is in effect.

Dollar Increases

If the Increase Factor under this rider is a dollar amount, as shown in the rider specifications, then the Total Rider Insurance Amount will increase by the applicable dollar amount. Any insurance increases under this rider will occur on each Rider Anniversary that this rider is in effect.

Cost of Living Increases

If the Increase Factor under this rider is "Cost of Living," as shown in the rider specifications, then the Total Rider Insurance Amount will increase by the Consumer Price Index Current Ratio for the Rider Year multiplied by the sum of the previous year's Total Rider Insurance Amount and the certificate's Total Face Amount. Any insurance increases under this rider will occur on each Rider Anniversary that this rider is in effect.

Varying Schedule Increases

If the Increase Factor under this rider is expressed as "Scheduled", in the rider specifications, then the amount of the insurance increase will be as shown in the schedule attached to this rider.

Insurance Increase Limitations

The insurance increases will be subject to the following limitations.

1. The total of all insurance increases cannot exceed the Maximum Increase Amount shown in the rider specifications;
2. You may, by written request, decrease, but not increase, the applicable Increase Factor on any Rider Anniversary;
3. If the Increase Factor is decreased for Percentage Increases or Dollar Increases, then the reduced percent or amount must be a whole percent or dollar amount and becomes a maximum cap for determining all future insurance increases;
4. You cannot change the type of Increase Factor;
5. For Cost of Living Increases, you may, by written request, elect that no further insurance increases will thereafter be provided.
6. Insurance increases will no longer be provided following the first of any of the following to occur:
 - a. a withdrawal of Surrender Value;
 - b. a requested certificate face amount decrease;
 - c. a requested decrease in the Total Rider Insurance Amount;
 - d. the Insurance Increase Expiry Date

Withdrawals of Surrender Value and Face Amount Decreases

While this rider is in effect, notwithstanding the "Surrenders and Withdrawals" and "Reduction of Total Face Amount" provisions of the certificate, any withdrawal or face amount reduction under the certificate will be implemented by first reducing the Total Rider Insurance Amount. The Total Rider Insurance Amount will be reduced dollar for dollar by the amount of the withdrawal.

To the extent such withdrawals or face amount reductions decrease the Total Rider Insurance Amount to zero, any additional withdrawal or face amount reduction will reduce the certificate's Total Face Amount and Account Value in accordance with the terms of the underlying certificate and attached riders. Any applicable Surrender Charge will be applied.

Total Rider Insurance Amount Decreases

You may, by written request, decrease the Total Rider Insurance Amount. Any such decrease will be effective on the Monthly Calculation Date following our receipt of such request.

Monthly Charge

The Monthly Charge for this rider is equal to the monthly cost of insurance rate per \$1,000 of Rider Death Benefit, divided by 1000, for the Insured multiplied by the Rider Death Benefit. The Monthly Charge for the rider is deducted from the Account Value as part of the monthly deduction for the certificate.

The monthly cost of insurance rate is based on the Insured's age on the Rider Issue Date, Risk Classification, sex, and duration from such Rider Issue Date. The rate used in computing the cost of insurance is obtained from the Table of Guaranteed Maximum Monthly Cost of Insurance Rates attached to this rider, or such lower rate as we may declare.

We review our cost of insurance rates for this rider on the same basis and frequency as we do for the cost of insurance rates for the certificate to which it is attached. Such rates will never exceed the Table of Guaranteed Maximum Monthly Cost of Insurance Rates.

Termination of this Rider

This rider will terminate on the earliest of the following dates:

1. the date of surrender or termination of the certificate;
2. the Rider Expiry Date;
3. the date of payment of the Rider Death Benefit;
4. the date you request to change from Death Benefit Option A to Death Benefit Option B;
5. the first Monthly Calculation Date following our receipt at our Main Administrative Office from you of a written request to cancel this rider.

PHL Variable Insurance Company

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[Secretary]

GUARANTEED MONTHLY COST OF INSURANCE RATES PER 1,000

Attained				Attained			
Age	Male	Female	Unisex	Age	Male	Female	Unisex
35	0.1033333	0.0833333	0.0991666	69	2.0575000	1.4233333	1.9250000
36	0.1091666	0.0891666	0.1050000	70	2.2450000	1.5525000	2.1000000
37	0.1158333	0.0950000	0.1116666	71	2.4758333	1.6983333	2.3116666
38	0.1241666	0.1000000	0.1191666	72	2.7450000	1.8575000	2.5558333
39	0.1325000	0.1050000	0.1275000	73	3.0266666	2.0325000	2.8125000
40	0.1433333	0.1116666	0.1366666	74	3.3300000	2.2233333	3.0891666
41	0.1558333	0.1191666	0.1483333	75	3.6625000	2.4333333	3.3925000
42	0.1708333	0.1275000	0.1625000	76	4.0366666	2.6625000	3.7308333
43	0.1891666	0.1375000	0.1791666	77	4.4725000	2.9141666	4.1208333
44	0.2100000	0.1491666	0.1975000	78	4.9766666	3.1900000	4.5675000
45	0.2308333	0.1633333	0.2175000	79	5.5400000	3.4933333	5.0633333
46	0.2525000	0.1800000	0.2383333	80	6.1683333	3.8691666	5.6216666
47	0.2708333	0.1983333	0.2558333	81	6.8500000	4.3300000	6.2375000
48	0.2850000	0.2200000	0.2716666	82	7.5683333	4.8166666	6.8833333
49	0.3033333	0.2441666	0.2908333	83	8.3516666	5.3283333	7.5783333
50	0.3258333	0.2700000	0.3141666	84	9.2241666	5.8950000	8.3475000
51	0.3550000	0.3000000	0.3441666	85	10.1966666	6.4658333	9.1816666
52	0.3916666	0.3325000	0.3791666	86	11.2641666	7.1400000	10.1016666
53	0.4341666	0.3675000	0.4208333	87	12.4158333	7.9741666	11.1125000
54	0.4858333	0.4050000	0.4700000	88	13.6383333	8.8541666	12.1741666
55	0.5433333	0.4466666	0.5241666	89	14.9191666	9.7233333	13.2541666
56	0.6050000	0.4925000	0.5825000	90	16.1900000	10.3516666	14.2258333
57	0.6625000	0.5408333	0.6383333	91	17.4391666	10.9608333	15.1366666
58	0.7191666	0.5908333	0.6933333	92	18.7450000	11.9766666	16.1925000
59	0.7850000	0.6416666	0.7566666	93	20.1216666	13.3508333	17.4075000
60	0.8666666	0.6950000	0.8316666	94	21.5716666	15.0750000	18.8075000
61	0.9658333	0.7525000	0.9225000	95	23.0100000	16.9566666	20.2858333
62	1.0816666	0.8133333	1.0266666	96	24.4125000	18.8075000	21.7566666
63	1.2058333	0.8791666	1.1391666	97	25.9050000	20.0058333	22.9758333
64	1.3366666	0.9500000	1.2575000	98	27.4958333	20.6491666	23.9291666
65	1.4708333	1.0275000	1.3800000	99	29.1933333	21.9983333	25.2375000
66	1.6058333	1.1125000	1.5041666				
67	1.7466666	1.2066666	1.6350000				
68	1.8950000	1.3091666	1.7725000				

Basis of Calculations:

Male/Female: 2001 Commissioners' Standard Ordinary Aggregate Mortality Smoker Composite Table (Age Last Birthday) for the Insured's sex and Age, and 3% effective annual interest rate. The Monthly Factor used in determining Cost of Insurance is 1.0024663.

If this policy is issued on a unisex basis, we will use the 2001 Commissioners' Standard Ordinary Mortality Smoker Composite 80% Male Table (Age Last Birthday) for the Insured's Age and 3% effective annual interest rate. The Monthly Factor used in determining the Cost of Insurance is 1.0024663. If this rider is issued on a unisex basis any reference to the Insured's sex in this rider is deleted.

The Guaranteed Monthly Cost of Insurance Rates above apply to both tobacco and non-tobacco risk classifications.

IMMINENT DEATH/ACCELERATED BENEFIT RIDER

This rider is part of the certificate to which it is attached. Except as stated in this rider, it is subject to all of the provisions contained in the certificate.

DEATH BENEFITS, CASH VALUES AND LOAN VALUES WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID.

THE BENEFIT PAID UNDER THIS RIDER MAY BE TAXABLE. YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR REGARDING POSSIBLE TAX CONSEQUENCES.

Certificate Number:	[3000000]
Insured:	[John M. Doe]
Rider Date:	[January 10, 2002]
Administrative Charge:	[\$300.00]
Maximum Proportion Allowable:	[75%]
Maximum Accelerated Benefit:	[\$250,000]
Minimum Remaining Face Amount:	[\$10,000]

DEFINITIONS

Eligible Amount

The amount of insurance under the certificate that is eligible for accelerated payment. It is equal to the death benefit of the Basic Certificate at the time of claim plus any term insurance amounts In Force provided by rider on the life of the Insured, which provides coverage renewable to the Insured's Attained Age 95 or beyond, but exclusive of any other supplemental rider death benefits.

Proportion

The percentage of the Eligible Amount that will be accelerated under this rider. The Proportion is chosen by You at the time of election of an accelerated benefit, subject to the following limitations. The Proportion elected:

1. can be no more than the Maximum Proportion Allowable as specified in this rider;
2. cannot result in a remaining death benefit below the minimum as specified in this rider; and
3. cannot result in a Requested Benefit that exceeds the Maximum Accelerated Benefit shown above.

This rider terminates upon payment of the accelerated benefit.

Maximum Accelerated Benefit

The Maximum Accelerated Benefit is as shown above.

Requested Benefit

The Proportion multiplied by the Eligible Amount.

Terminal Condition

An illness or condition that is expected to result in the Insured's death within six months based on evidence satisfactory to Us as defined under the Proof of Terminal Condition section below.

GENERAL**Rider Description**

This rider allows you to elect an accelerated benefit upon Terminal Condition of the Insured. The election must be made by a Written Request signed by you. We must also receive proof satisfactory to Us of the Insured's Terminal Condition as described in the Proof of Terminal Condition section below. The amount of the accelerated benefit will be adjusted as described under the Payment Made to You section below. The resulting payment will be made in a lump sum. Account Values, Cash Surrender Values, loan values and the death benefit as specified in the certificate to which this rider is attached will be reduced if you receive an accelerated benefit. There is no charge for this rider.

Payment Made To You

The amount of the payment made to You will be determined by discounting the Requested Benefit at Our then current discounting rate for a period of twelve (12) months, to reflect the early payment of insurance proceeds under the certificate.

Our discounting rate will be subject to the higher of:

1. 5%; or
2. the Published Monthly Average for the calendar month ending two months before the Certificate Anniversary on or immediately preceding the date that We receive Your Written Request for payment under this rider.

The published Monthly Average will be:

1. The Corporate Bond Yield Average -- Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor to that Service; or
2. If that Monthly Average is no longer published, a substantially similar average, established by regulation for certificate loan rates issued by the insurance supervisory official of the state where the rider was delivered will be applicable.

If the discounting rate computed for a Certificate Year is no more than 1/2% higher than the rate in effect for the previous certificate year, then we will maintain such prior year's rate.

If the discounting rate computed for a certificate year is no more than 1/2% lower than the rate in effect for the previous Certificate Year, then we may, at our discretion, maintain such prior year's rate.

If the Cash Surrender Value multiplied by the Proportion exceeds the discounted value, then the discounted Requested Benefit will be increased to equal such greater amount.

The discounted Requested Benefit is reduced by the Proportion of any Certificate Debt, including any unpaid loan interest, and the Proportion of any other amounts due Us from You. This result is then reduced by Our then current Administrative Charge for benefits under this type of rider, not to exceed the maximum as specified in this rider. The amount that remains is the payment that will be made to You.

In the event that the Insured dies after the Written Request but before We make the payment, and We receive written notice at Our Main Administrative Office during this period of this event, the request will be considered void, and no payment will be made under this rider.

Effect On Contract

The following values will be reduced by the Proportion at the time the payment is made to You:

1. the future planned premium payable on the Basic Certificate;
2. the Face Amount of the certificate at the time of claim;
3. the Account Value;
4. any remaining surrender charge;
5. the Cash Surrender Value; and
6. any Certificate Debt including any unpaid loan interest.

If this rider is attached to a variable life insurance certificate that permits fund investment in various Subaccounts of Our Variable Universal Life Separate Account, the reduction in Account Value will be achieved through a proportionate reduction in this certificate's share in the value of each subaccount based on the allocation You request at the time of Your accelerated benefit request. If no allocation request is made, the assignment to each Subaccount will be made in the same manner as provided for monthly deductions.

Future values under the certificate will be determined in a manner consistent with that under the original certificate, as adjusted to reflect the above reductions. We will mail to you a new certificate Schedule Page and Benefit Payment Notice reflecting any payment made under this Rider.

Proof Of Terminal Condition

A licensed physician, who is not Yourself or a member of Your family, must provide Us with evidence satisfactory to us of the Insured's Terminal Condition. Members of the family include spouse, children, brothers, sisters, parents, aunts and uncles. We reserve the right to obtain a second medical opinion from a physician of Our choosing at Our expense.

Conditions

Payment under this rider is subject to the following conditions:

1. The certificate must not have lapsed.
2. We will require the consent of any assignees and irrevocable beneficiaries to any request for payment under this rider.
3. No payments will be made under this rider to satisfy the claims, demands, or obligations of any creditor, trustee in bankruptcy or governmental agency, or arising under any court order directed against You, to the extent that We have written notice thereof.

Rider Termination

This rider will terminate on the earliest of:

1. termination of the Basic Certificate;
2. the first Monthly Calculation Day following Our receipt from You of a Written Request to cancel this rider; or
3. Payment of any benefit under this rider.

PHL Variable Insurance Company

[*John H. Beer*]

[Secretary]



[PHL Variable Insurance Company ("Phoenix" or "Company")
 PO Box 8027
 Boston MA 02266-8027
 Underwriting Service Center]

For Overnight Delivery
 [PHL Variable Insurance Company
 30 Dan Road, Suite 8027
 Canton MA 02021-2809]

**Application for Certificate
 of Life Insurance
 Part I**

Section I – Proposed Insured Information

Name (First, Middle, Last) John A. Doe				Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F		Date of Birth (mm/dd/yyyy) 01/01/1996	
Birth State CT	Birth Country USA	U.S. Citizen <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Earned Income \$ 100,000		Net Worth \$ 100,000	Other Income \$ 0	
Social Security Number 123-45-6789		Driver's License Number 0201-256-53885		State CT	Marital Status <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced		
Residence Street Address (include Apt #) 1 State Street			City Anytown		State CT	ZIP Code 11256	Home Telephone # (202) 555-5555
Email Address john.doe@email.com							
Current Employer Eastman Corporation			Years of Service 12	Current Occupation Sales			
Employer Street Address 123 Americian Avenue			City Hometown		State CT	ZIP Code 11225	Employer's Telephone # (202) 565-9877
Have you used tobacco or nicotine products in any form in the last 10 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No a. If "Yes", check the product(s) used: <input type="checkbox"/> Cigarettes <input type="checkbox"/> Cigars, Pipes, Snuff, Smokeless or Chewing Tobacco, <input type="checkbox"/> Nicotine Patch, Gum or Lozenge b. If "Yes", check where appropriate: <input type="checkbox"/> Use Currently <input type="checkbox"/> Date Quit (mm/yyyy) _____							

Section II – Ownership (Indicate the Owner of the certificate.)

<input checked="" type="checkbox"/> A. Insured (If Insured is Owner, go to Section III)					
<input type="checkbox"/> B. Partnership - list all partners. If there is a general partner, complete Partnership Authorization form. Name(s) of All Partner(s) (First, Middle, Last)					
Employer's Street Address		City	State	ZIP Code	
<input type="checkbox"/> C. Trust (If Owner is a Trust, complete Certification of Trust Agreement)					
<input type="checkbox"/> D. Other					
Owner's Name (First, Middle, Last)		Social Security Number/Tax ID	Date of Birth (mm/dd/yyyy)	Relationship to Proposed Insured	
Owner's Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()
Email Address					

Section III – Beneficiary Designation

Unless otherwise specified, payments will be shared equally by all primary beneficiaries who survive the Proposed Insured or if none, by all contingent beneficiaries who survive the Proposed Insured. Only the Owner has the right to change the beneficiary(ies) unless otherwise stated.

Primary Beneficiary(ies) Name(s) (First, Middle, Last)	Date of Birth (mm/dd/yyyy)	Social Security # or Tax ID# (if available)	Relationship to Proposed Insured	% Share
Mary Doe	07/14/1964	000-45-9874	Wife	100
Contingent Beneficiary(ies) Name(s) (First, Middle, Last)	Date of Birth (mm/dd/yyyy)	Social Security # or Tax ID# (if available)	Relationship to Proposed Insured	% Share

Section IV – Coverage Applied For

<p>Plan of Insurance (in features below)</p> <p><input checked="" type="checkbox"/> Phoenix 2007 VUL</p> <p><input type="checkbox"/> Phoenix Accumulator UL</p> <p><input type="checkbox"/> Phoenix Universal Life with Guarantee</p> <p><input type="checkbox"/> Other _____]</p>	<p>Face Amount \$ _____</p> <p>First Year anticipated, BILLED Premium (excluding 1035 Exchange, Lump Sum Funds, etc.) \$ _____</p> <p>Subsequent Planned Premium \$ _____ per year</p>
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Life Insurance Qualification Test: (check one) if none checked, Guideline Premium will apply.

Guideline Premium Test

Cash Value Accumulation Test (Must always be elected with Phoenix Universal Life with Guarantee)]

Riders

<p><input type="checkbox"/> Life Plan Options Rider</p> <p><input type="checkbox"/> Alternate Surrender Value Rider</p> <p><input type="checkbox"/> Child Term Rider</p> <p><input checked="" type="checkbox"/> Family Term Rider</p> <p><input checked="" type="checkbox"/> Living Benefit Rider</p> <p><input type="checkbox"/> Guaranteed Extension Rider</p>	<p><input type="checkbox"/> Disability Benefit Rider (Disability Waiver of a Specified Amount) \$ _____</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Other _____]</p>
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Features

<p><input type="checkbox"/> Increasing Term Protection Rider (Individual Increasing Term Rider) (available only with Death Benefit Option A)</p> <p>Annual Rider Increase Options</p> <p><input type="checkbox"/> Percentage Increase _____%</p> <p><input type="checkbox"/> Fixed Dollar Increase \$ _____</p> <p><input type="checkbox"/> Increase Equal to Premiums Paid</p> <p><input type="checkbox"/> Level Term Protection (Individual Level Term Rider) Supplemental Face Amount \$ _____</p>	<p>Death Benefit Option: (check one) if none checked, Option A will apply.</p> <p><input checked="" type="checkbox"/> Option A: Level</p> <p><input type="checkbox"/> Option B: Increasing</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Other _____]</p>
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Section V – Special Request

Temporary Money Market Allocation

If the state of issue does not require refund of premium during the Right To Cancel Period, but you prefer to temporarily allocate your premiums to the Money Market subaccount until the end of the Right to Cancel Period, as stated in the certificate, indicate: Yes No

Telephone/Electronic Authorization

By checking the “Yes” box below, the Owner authorizes and directs the Company to act upon telephone[or electronic]instructions from me and/or my licensed representative who can furnish proper identification. The Company will use reasonable procedures to confirm that these instruction are authorized and genuine. As long as these procedures are followed, the Company and its affiliate and their directors, trustees, officers, employees, and licensed representatives will be held harmless for any claims, liability, loss or cost. Yes No

Section VI - Suitability

This section applies ONLY to variable life insurance products:

Do you understand that the Death Benefit may be variable or fixed under certain conditions and the Death Benefit and Cash Values under any Variable Certificate may increase or decrease in amount or duration based on the investment experience of the underlying investment options? Yes No

Do you believe that the variable life certificate you are purchasing is suitable to meet your financial objectives? Yes No

My signature in the Signature section of this application acknowledges that (a) I understand that a variable life insurance certificate is not an appropriate investment vehicle for a short term trading strategy or short term savings and (b) I confirm that I have received the prospectus for the variable life certificate I am purchasing.

Illustrations of benefits including death benefits, policy values and cash surrender values are available on request.

Section VII - Mode of Premium Payment

- Annual Semi-Annual Quarterly Phoenix Check-O-Matic Service (PCS) Minimum Monthly Payment - \$25.00
 Multiple Billing Option - Give # or Details
 List Bill Employee Insurance Counseling Service (EICS) Salary Allotment Pension Money Purchase Pension
 Other _____

If electing PCS, complete the following:

Existing Policy Number or PCS File Number _____

Authorization Agreement for Preauthorized Payments

I (we) hereby authorize the Company (Note: Company is defined as indicated on page 1 of application) to initiate debit entries to my (our) checking account and the financial institution as shown on the attached voided check below.

Information for New Account

Attach a void check to furnish encoding details.

If the payor's name is not imprinted on the check, fill it in here exactly as it appears in the bank records.

Attach Void Check Here

Signature of depositor (if different from owner) _____

Send additional premium notices to:

Name (First, Middle, Last) _____

Street Address _____

City _____ State _____ ZIP Code _____ Relationship to Owner _____

Section VIII – Existing Life Insurance

- Yes No 1. Are there any life insurance policies or annuity contracts, owned by, or on the life of, the applicant(s) or the insured(s) or the owner(s) or the annuitant?
 Yes No 2. With this certificate, do you plan to replace (in whole or in part) now or in the future any existing life insurance or annuity contract in force with this certificate?
 Yes No 3. Do you plan to utilize values from any existing life insurance certificate or annuity contract (through loans, surrenders or otherwise) pay any initial or subsequent premium(s) for this certificate?

For all "Yes" answers above, please provide the following information. **If no coverage in force, check here**

Company	Issue Date (mm/yyyy)	Plan	Amount	Pers/Bus	Replacing
			\$	<input type="checkbox"/> <input type="checkbox"/>	Y N <input type="checkbox"/> <input type="checkbox"/>
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
			\$	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Total Life Insurance in force			\$		

Section IX – Medical Transfer Statement *(Complete when submitting medical examinations of another insurance company.)*

I request that Phoenix review and consider the exam conducted by the Life Insurance Company listed below in evaluating my application. I authorize Phoenix to receive and review such application, and authorize my producer, broker or other life insurance company to provide such application to Phoenix.

1. Name of the insurance company for which examination(s) was made Insurion Associates

2. Date of examination (mm/dd/yyyy) 12/01/2006

3. To the best of your knowledge and belief, are the statements in the examination true, accurate and complete as of today? Yes No
 If "No", please explain.

4. Have you consulted a medical doctor or other practitioner since the above examination? *(If "Yes", complete Section X)* Yes No

Section X - Medical History (Not necessary to complete if medical or paramedical exam has been ordered)

Current Height 5' 8"		Current Weight 165		Has your weight changed by 10 pounds or more in the past 2 years? No If "yes", how much _____ pounds <input type="checkbox"/> Gain <input type="checkbox"/> Loss						
Family History:		Age if Alive	Age at Death	If alive, indicate health problems or if deceased, indicate cause of death:		Family History:	Age if Alive	Age at Death	If alive, indicate health problems or if deceased, indicate cause of death:	
Father <input checked="" type="checkbox"/> Alive <input type="checkbox"/> Deceased		100				Mother <input checked="" type="checkbox"/> Alive <input type="checkbox"/> Deceased	95			
Personal Physician: Please provide the name and address of your personal physician or health care provider, date of most recent visit, reason for visit, and results of treatment (if any): Dr. John Johnson						Has anyone in your immediate family developed any hereditary condition, cancer, or heart disease before age 60? <input type="checkbox"/> Yes (please provide details below) <input checked="" type="checkbox"/> No Dr. Yvonne Dailey				
To the best of your knowledge and belief, have you ever had, or been told by a physician or other health care provider that you have:						Please provide details of "Yes" answers (include question number, diagnosis, date of occurrence, current status, hospital or treating physician's name and address). Use Application Part II Addendum if additional space is necessary to record all details.				
1. High blood pressure or hypertension? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
2. Pain, pressure, or discomfort in the chest, angina pectoris, palpitations, swelling of the ankles, or undue shortness of breath? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
3. Heart disease, coronary artery disease, cardiomyopathy, heart failure, atrial fibrillation, heart rhythm abnormality, heart murmur, congenital heart disease or valvular heart disease? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
4. Peripheral vascular disease, claudication, narrowing or blockage of arteries or veins? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
5. Asthma, pulmonary fibrosis, chronic cough, emphysema, pneumonia, or any other lung disease? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
6. Neurologic disease, seizures, fainting, falls, concussion, stroke, transient ischemic attack (TIA), tremor, neuropathy, weakness, paralysis, Parkinson's disease, memory loss, dementia, or any other disease of the brain or nervous system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
7. Depression, bipolar disorder, schizophrenia, anxiety, or other psychiatric illness? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
8. Arthritis, lupus, or any musculoskeletal or skin disorder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
9. Ulcers, abdominal pain, colitis, Crohn's disease, gall bladder disease, liver disease, hepatitis, jaundice, pancreatitis, or any other disease of the gastrointestinal system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
10. Diabetes, kidney disease, kidney stones, bladder disorder, prostate disorder, protein or blood in the urine? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
11. Endocrine disorder, including disorder of the thyroid, parathyroid, adrenal, or pituitary glands? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
12. Anemia, bleeding or clotting disorder, or any other disorder of the blood (excluding Human Immunodeficiency Virus) or bone marrow? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
13. Cancer of any type, tumor (benign or malignant), leukemia, lymphoma, or Hodgkin's disease? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
14. Are you taking any kind of medicine, therapy, or treatment regularly or at frequent intervals? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
15. Have you ever been treated for alcoholism or been advised to limit or stop your use of alcohol? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
16. Have you ever used narcotics, barbiturates, amphetamines, hallucinogens, or any prescription drug except in accordance with a physician's instructions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
17. Have you ever been a patient in any hospital, treatment center, or similar facility within the last 10 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
18. Have you had, or been advised to have, any surgery, X-rays, electrocardiograms, blood studies (excluding Human Immunodeficiency Virus or AIDS tests), or other tests within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
19. Other than above, have you had any other physical or psychological disorder or been treated by a physician or other health care provider for any reason within the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										

Phoenix reserves the right to require additional medical information, medical examination or testing to complete the underwriting process.

Section XI - Authorization To Obtain Information

I authorize any licensed physician, health care practitioner, hospital, medical laboratory, clinic or other medically-related facility, insurance company or the Medical Information Bureau (MIB), having any records or knowledge of me or my health, to provide any such information to PHL Variable Insurance Company (Phoenix), or its reinsurers. The information requested may include information regarding diagnosis and treatment of physical or mental condition, including consultations occurring after the date this authorization is signed. I authorize any of the above sources to release to Phoenix or its reinsurers any of my information relating to alcohol use, drug use and mental health care.

Medical information will be used only for the purpose of risk evaluation and determining eligibility for benefits under any policies issued. Phoenix may disclose information it has obtained to others as permitted or required by law, including the MIB, our reinsurers and other persons or entities performing business or legal services in connection with this application, any contract issued pursuant to it or in connection with the determination of eligibility for benefits under an existing policy. Information that is not personally identifiable may be used for insurance statistical studies.

To facilitate rapid submission of information, I authorize all of the above sources, except MIB, to give such records or knowledge to any agency employed by Phoenix to collect and transmit such information.

I authorize consumer reporting agencies, insurance companies, motor vehicle departments, my attorneys, accountants and business associates and the MIB to provide any information to Phoenix or its reinsurers that may affect my insurability. This may include information about my occupation, participation in hazardous activities, motor vehicle record, foreign travel, finances, and other insurance coverage in place.

I acknowledge that I have received a copy of the Notice of Information Practices, including information about Investigative Consumer Reports and the Medical Information Bureau. I authorize the preparation of an investigative consumer report. I understand that upon written request, I am entitled to receive a copy of the investigative consumer report.

This authorization shall continue to be valid for 30 months from the date it is signed unless otherwise required by law. A photocopy of this signed authorization shall be as valid as the original. This authorization may be revoked by writing to Phoenix prior to the time the insurance coverage has been placed in force. I understand my authorized representative or I may receive a copy of this authorization on request.

I do I do not (check one) require that I be interviewed in connection with any investigative consumer report that may be prepared.

Section XII – Signature

I have reviewed this application, and the statements made herein are those of the proposed insured and all such statements made by the proposed insured in Part I or and in Part II of this application are full, complete, and true to the best knowledge and belief of the undersigned and have been correctly recorded.

I understand that 1) no statement made to, or information acquired by any Licensed Producer who takes this application, shall bind the Company unless stated in Part I and/or Part II of this application, and 2) the Licensed Producer has no authority to make, modify, alter or discharge any contract thereby applied for.

I understand and agree that the insurance applied for shall not take effect unless and until each of the following has occurred: 1) the certificate has been issued by the Phoenix; 2) the premium required for issuance of the certificate has been paid in full during the lifetime of the insured; 3) all the representations made in the application remain true, complete and accurate as of the date the certificate is delivered; 4) the Insured is alive when the certificate is delivered, and 5) as of the date of delivery of the certificate, there has been no change in the health of any proposed insured that would change the answers to any of the questions in the application.

I understand that if there is any change in my health or physical condition, or if I visit a physician or am hospitalized, subsequent to the date I complete the application or provide any information to be contained in the application, I will inform Phoenix as soon as possible.

Under penalty of perjury, I confirm that 1) the Social Security or Tax Identification Number shown is correct, and 2) that I am not subject to back-up withholding. If I have applied for the Living Benefit Rider, I confirm that I have received a copy of the disclosure form, Summary of Coverage for Accelerated Benefit Rider.

Proposed Insured's Signature	State Signed In CT	Witness Signature (Must be signed in presence of Proposed Insured)	Date 03/08/07 (mm/dd/yyyy)
Owner's Signature (if other than Proposed Insured)	State Signed In CT	Witness Signature (Must be signed in presence of Owner)	Date 03/08/07 (mm/dd/yyyy)
Parent's Signature (for minor insured)	State Signed In	Witness Signature (Must be signed in presence of Owner)	Date (mm/dd/yyyy)

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of competent jurisdiction.

The Producer hereby confirms he/she has truly and accurately recorded on the application the information supplied by the Proposed Insured; and that he/she is qualified and authorized to discuss the contract herein applied for.

Licensed Producer's Name (Print First, Middle, Last) Bill A. Producer		Licensed Producer's Email Address Bill.Producer@insurance.com	
Licensed Producer's Signature	Date (mm/dd/yyyy) 03/08/07	Licensed Producer's I.D. # 12-56598-2001	Licensed Producer's Telephone # (505) 445-5899

SERFF Tracking Number: TPCI-125853181

State: Arkansas

Filing Company: PHL Variable Insurance Company

State Tracking Number: 40858

Company Tracking Number: 07VUL

TOI: L06G Group Life - Variable

Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: PBCVUL

Project Name/Number: PBCVUL/07VUL

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TPCI-125853181

State: Arkansas

Filing Company: PHL Variable Insurance Company

State Tracking Number: 40858

Company Tracking Number: 07VUL

TOI: L06G Group Life - Variable

Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: PBCVUL

Project Name/Number: PBCVUL/07VUL

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

10/10/2008

Comments:

Attachments:

AR cert _only for VUL_ - 07VUL-C.pdf

AR certifications - 07VUL-C.pdf

Review Status:

Satisfied -Name: Statement of Variability

11/11/2008

Comments:

Attachment:

Statement of Variability - VUL 2007- C - GROUP.pdf

Review Status:

Satisfied -Name: Cover Letter

11/11/2008

Comments:

Attachment:

Group Cover Letter - AR - PBCVUL.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: PHL Variable Insurance Company

Form Title(s): Flexible Premium Variable Universal Life Insurance Master Contract
Flexible Premium Variable Universal Life Insurance Certificate
Flexible Premium Variable Universal Life Insurance Schedule Pages
Level Term Rider
No Lapse Guarantee Rider
Increasing Term Rider
Application for Certificate of Life Insurance

Form Number(s): 07VUL – M
07VUL – C
VULSP – 01 - C
07LTR- C
07NLGR- C
06ITR – C
VR59 - C
OL4250G.1

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 33.



Peter Scavongelli
Vice President, State Compliance

November 5, 2008

Date



Kevin Healy, FSA, MAAA
Second Vice President and Actuary

October 29, 2008

Date

**ARKANSAS
CERTIFICATION**

FORM NO.	07VUL – M
FORM TITLE	Flexible Premium Variable Universal Life Insurance Master Contract
FLESCH SCORE	Not Applicable
FORM NO.	07VUL – C
FORM TITLE	Flexible Premium Variable Universal Life Insurance Certificate
FLESCH SCORE	Not Applicable
FORM NO.	VULSP – 01 - C
FORM TITLE	Flexible Premium Variable Universal Life Insurance Schedule Pages
FLESCH SCORE	Not Applicable
FORM NO.	07LTR- C
FORM TITLE	Level Term Rider
FLESCH SCORE	Not Applicable
FORM NO.	07NLGR- C
FORM TITLE	No Lapse Guarantee Rider
FLESCH SCORE	Not Applicable
FORM NO.	06ITR – C
FORM TITLE	Increasing Term Rider
FLESCH SCORE	Not Applicable
FORM NO.	VR59 - C
FORM TITLE	Accelerated Benefit Rider
FLESCH SCORE	Not Applicable
FORM NO.	OL4250G.1
FORM TITLE	Application for Certificate of Life Insurance
FLESCH SCORE	Not Applicable

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.
- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company

Signature: _____

Name: **Joseph Bonfitto**
Title: **Compliance Associate**
Date: **11/5/2008**

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **07VUL-C (Flexible Premium Variable Universal Life Insurance Certificate) and Form VULSP – 01-C** No change in variability will be made which in any way expands the scope of the wording being changed.

Cover Page

We have placed brackets around the Company officer signatures to denote that the officer names may change in the future.

Each address on this page as well as the Customer Service telephone number are bracketed to indicate that they may change in the future.

Insured: The name of the insured will appear in this field.

Certificate Number: The unique number for each certificate will appear in this field.

Death Benefit at Issue: The death benefit option chosen by the certificate holder at issue will appear in this field. There are two options the owner may choose from: options A or B.

Plan: The marketing name for this product will appear in this field.

Face Amount at Issue: The face amount at the time the certificate is issued will appear in this field. This amount may range from a minimum of \$25,000 to a maximum of \$50,000,000.

Certificate Date: The date from which certificate years and certificate anniversaries are measured will appear in this field.

Issue Date: The date from which contestability and suicide is measured will appear in this field.

Page 3

Certificate Number: The unique number for each certificate will appear in this field.

Insured: The name of the insured will appear in this field.

Age at Certificate Date: The age of the insured on the certificate date will appear in this field.

Sex: The sex of the insured will appear in this field. If the policy is issued on a unisex basis “Unisex” will appear.

Risk Classification: The risk classification of the insured, as well as any applicable table rating, appears in this field. The risk classifications are Preferred Plus, Preferred, Nonsmoker and Smoker.

Additional Ratings: There is a variety of different information that could be shown in this field relating to the rating of the insured other than the table rating. The information listed may include either one or some combination of the following descriptive terms:

Flat Extra

Percentage Substandard

Rating Factor

Aviation
Avocation
Not Applicable

Certificate Date: The date from which certificate years and certificate anniversaries are measured will appear in this field.

Issue Date: The date from which contestability and suicide is measured will appear in this field.

Death Benefit Option at Issue: The death benefit option chosen by the certificate holder at issue will appear in this field. There are two options the owner may choose from: options A or B.

Life Insurance Qualification Test: The life insurance qualification test elected by the owner at application will appear in this field. It may be either the Guideline Premium Test or the Cash Value Corridor Test.

Face Amount at Issue: The initial face amount of insurance chosen by the owner will appear in this field. This amount may range from a minimum of \$25,000 to a maximum of \$50,000,000.

Premiums

Premium Mode: The mode that the owner chooses to pay premiums will appear in this field. The owner may choose Annual, Semi-Annual, Quarterly or Monthly.

Minimum Initial Premium: The amount that the owner must pay in order for this certificate to be issued will appear in this field.

Planned Premium: The amount of premium that has been selected by the owner and is intended to be paid will appear in this field. Since this is a flexible premium product this is not a required premium but only a planned amount.

Guideline Single Premium: If the applicant has elected the Guideline Premium Test, this is the maximum single premium amount that would be permitted to be paid into the contract according to the rules of this test. It will vary by the insured's age, sex, risk classification, face amount, death benefit option, and riders selected. If the applicant has not chosen the Guideline Premium Test this field will not appear in the certificate.

Guideline Level Premium: If the applicant has elected the Guideline Premium Test, this is the maximum annual premium amount that would be permitted to be paid into the contract according to the rules of this test. It will vary by the insured's age, sex, risk classification, and face amount, death benefit option and riders selected. If the applicant has not chosen the Guideline Premium Test this field will not appear in the certificate.

Page 4

Certificate Number: The unique number for each certificate will appear in this field.

Preferred Loan Amount at Issue: The amount of outstanding loan value that is present at issue will appear in this field.

Asset Allocation Program: The asset allocation program chosen by the owner will appear in this field.

Should we require or should the owner choose to have the Account value be invested in an asset allocation program, that program will appear in this field. Should this restriction not apply, or if the owner has not chosen to invest in an asset allocation program [Not Applicable] will appear in this field. The current Asset Allocation Programs are:

Ibbotson Aggressive Portfolio	S&P Moderate Portfolio
Ibbotson Moderate Conserv Portfolio	S&P Moderate Growth Portfolio
Ibbotson Moderate Aggress Portfolio	S&P Growth Portfolio
Ibbotson Moderate Portfolio	S&P Aggressive Growth Portfolio
Ibbotson Conservative Portfolio	Franklin Templeton Founding Investment Strategy

Any changes in Asset Allocation Programs will be administered on a uniform, non-discriminatory basis.

Rider: The rider fields will only appear if a rider(s) has been elected by the owner. If a rider(s) has been elected, the rider form number(s) and title(s) will appear in the field(s). The number of fields will depend upon the number of riders elected.

Page 5

Certificate Number: The unique number for each certificate will appear in this field.

Maximum Certificate Charges

Monthly Deductions

Coverage Charge: The maximum monthly per thousand load that we charge will appear in this field. This charge varies by issue age, sex, risk class, and death benefit option at issue.

Rider Charges: This bracketed text in this field will only appear if a rider(s) has been elected by the owner.

Other Deductions

Table of Surrender Charges: This table is bracketed in order to accommodate a change in the percentage of the charge. The surrender charge varies by issue age, sex, risk class and death benefit option. It is an amount that ranges from \$0 to \$60 per thousand of face amount.

Page 6

Certificate Number: The unique number for each certificate will appear in this field.

Premium Allocation:

The various investment options and fixed accounts and premium allocation percentages chosen by the owner will be listed in this field in order to accommodate varying selections by the certificateholders.

Rider Information

This descriptive language that appears below each heading is bracketed for two reasons. First, the current text will only appear if the riders that appear on the sample schedule page have been elected by the owner. If no riders have been elected by the owner this page will not appear. Second, it is bracketed to indicate that additional riders or endorsements may be added in the future. Any new riders or endorsements that we plan to use with this form will be filed separately and not used until approved. The following descriptions apply to the Rider Charges for the riders listed on this page.

06ITR-C - Increasing Term Rider Charge: The rider charge for 06ITR-C varies by issue age, sex, risk class, death benefit option, and duration. The amount ranges from \$0 and \$83 per thousand of rider face amount (per month). Maximum charges can be found in the rider form.

07LTR-C - Level Term Rider Charge: The rider charges for 07LTR-C include a cost of insurance charge (which varies by issue age, sex, risk class, and duration) and a monthly coverage charge. Maximum charges can be found in the rider form.

07ASVR-C - Alternate Surrender Value Rider Charge: The monthly rider charge for 07ASVR-C varies by issue age, sex, risk class, and benefit period elected by the owner.

07NLGR-C - No Lapse Guarantee Rider Charge: There is no charge for the 06NLGR-C rider.

06OLR-C - Overloan Protection Rider Charge: The rider charge for 06OLR-C is a flat percentage that is assessed only upon exercise of the rider.

07UE-G – Certificate Endorsement Rider Charge: There is no charge for the 07UE-G Certificate Endorsement.

07DPR-C - Disability Benefit Rider Charge: The rider charge for 06DPR-C varies by issue age, sex, risk class, and the specified rider benefit amount.

06LPOR-C - Life Plan Options Rider Charge: There is no charge for the 06LPOR-C rider.

VR59 - C – Accelerated Benefit Rider: There is no charge for the VR59 - C rider. There is a one-time administrative charge once the rider benefit has been exercised.

Page 7

Certificate Number: The unique number for each certificate will appear in this field.

Table of Values

Minimum Initial Coverage Layer Face Amount: The minimum face amount allowed under the certificate will appear in this field. Should we change this amount it would be for new issues only and could range from \$25,000 to \$500,000.

Minimum Face Amount Increase: The minimum amount that the face amount may be increased will appear in this field. Should we change this amount it would be for new issues only and could range from \$10,000 to \$50,000.

Face Amount Increase Date: The date upon which the owner may apply for an increase will appear in this field. Should we change this date it would be for new issues only.

Minimum Face Amount Decrease: The minimum amount that the face amount may be decreased will appear in this field. Should we change this amount it would be for new issues only and could range from \$10,000 to \$50,000.

Minimum Premium Payment: The minimum amount that may be paid as a premium will appear in this field. Should we change this amount it would be for new issues only.

Maximum Annual Premium: The maximum total premium amount that may be paid into the certificate in any year will appear in this field. Should we change this premium amount it would be for new issues only and could range from \$25,000 to \$10,000,000.

GIA Weekly Transfer and Premium Limit: The maximum cumulative amount that may be transferred to the non-loaned GIA during any one week period will appear in this field. Should we change this amount it would be for new issues only and could range from \$250,000 to \$500,000.

GIA Yearly Transfer and Premium Limit: The maximum cumulative amount that may be paid and/or transferred to the non-loaned portion of the GIA over the period of one year will appear in this field. Should we change this amount it would be for new issues only and could range from \$1,000,000 to \$2,000,000.

LT - GIA Weekly Transfer and Premium Limit: The maximum cumulative amount that may be transferred to the GIA during any one week period will appear in this field. Should we change this amount it would be for new issues only and could range from \$250,000 to \$500,000.

LT - GIA Yearly Transfer and Premium Limit: The maximum cumulative amount that may be paid and/or transferred to the non-loaned portion of the GIA over the period of one year will appear in this field. Should we change this amount it would be for new issues only and could range from \$1,000,000 to \$2,000,000.

Minimum Loan Amount: The minimum amount that may be taken as a loan upon each loan request will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Loan Interest Credited Rate: The interest rate credited to the loaned portion of the GIA. This rate will never be less than the Loan Interest Rate in effect less 2% nor greater than the Loan Interest Rate in effect.

Preferred Loan Interest Credited Rate: The interest rate credited to preferred loan amounts. This rate will never be less than the Preferred Loan Interest Rate in effect less 2% nor greater than the Preferred Loan Interest Rate in effect.

Maximum Loan Value: The percentage of the surrender value available as a loan will appear in this field. Should we change the percentage it would be for new issues only and could range from 75% to 100%.

Preferred Loan Premium Percentage: The maximum loan of the 1035 loan amount that we will accept will appear in this field. Should we change the percentage it would be for new issues only and could range from 50% to 90%.

Withdrawal Date: The date upon which the owner may begin to take withdrawals will appear in this field. Should we change this date it would be for new issues only.

Minimum Withdrawal Amount: The minimum amount that may be withdrawn from the certificate upon each withdrawal will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Death Benefit Option Change Date: The date upon which the owner may change the Death Benefit Option chosen at issue will appear in this field. Should we change this date it would be for new issues only.

Minimum DCA Monthly Transfer Amount: The minimum amount that may be transferred under the DCA program per month will appear in this field. Should we change this amount it would be for new issues only and could range from \$25 to \$50.

Minimum DCA Quarterly Transfer Amount: The minimum amount that may be transferred under the DCA program per quarter will appear in this field. Should we change this amount it would be for new issues only and could range from \$75 to \$150.

Minimum DCA Semi-Annual Transfer Amount: The minimum amount that may be transferred under the DCA program semi-annually will appear in this field. Should we change this amount it would be for new issues only and could range from \$150 to \$300.

Minimum DCA Annual Transfer Amount: The minimum amount that may be transferred under the DCA program per year will appear in this field. Should we change this amount it would be for new issues only and could range from \$300 to \$600.

Page 8

Certificate Number: The unique number for each certificate will appear in this field.

Note: This page will not appear when the certificate is issued. This page will only appear if the certificateholder has increased their coverage by adding a coverage layer. This page will be sent to the certificateholder each time a coverage layer is added.

Coverage Layer Information

Coverage Layer Effective Date: The date the new coverage layer becomes effective will appear in this field.

Coverage Layer Face Amount: The amount that the coverage layer adds to the total face amount will appear in this field.

Coverage Layer Risk Classification: The risk classification of the insured, as well as any applicable table rating, for that particular layer will appear in this field. The risk classifications are Preferred Plus, Preferred, Nonsmoker and Smoker.

Coverage Charge: The maximum monthly per thousand load that we charge for that particular layer will appear in this field. The charge continues for 120 months following the addition of the layer. This charge varies by issue age, sex, risk class, and coverage layer face amount.

Coverage Layer Surrender Charge Table: This table is bracketed in order to accommodate a change in the percentage of the charge. The surrender charge varies by issue age, sex and risk class. It is an amount that ranges from \$0 to \$70 per thousand of coverage layer face amount.

Page 9

Certificate Number: The unique number for each certificate will appear in this field.

Section 2: Table of Rates

Minimum Death Benefit Percentages & Maximum Monthly Cost of Insurance Rate Table:

The minimum Death Benefit percentages shown will be those percentages used to comply with the life insurance qualification test chosen by the owner.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **OL4250G.1 (Application for Certificate of Life Insurance)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Company Name: The name of the company has been bracketed to indicate that this application could be used with a different company affiliated with Phoenix.

Company Address: Each address on this page is bracketed to indicate that they may change in the future.

Page 2

Section IV - Coverage Applied For

Plan of Insurance

Plan of Insurance has been bracketed to indicate that the marketing name or features that currently appear in this section may change or that this application may be used with other approved products or features.

Life Insurance Qualification Test

Life Insurance Qualification Test has been bracketed to indicate that a choice of tests may not always be offered or may not be available for another previously approved product that also uses this application. If there is no choice of tests this portion of Section IV may be removed.

Riders

This section has been bracketed to indicate that additional riders or endorsements may be added in the future or riders currently offered may no longer be offered.

Features

Death Benefit Options and other features have been bracketed to indicate that different options and features could be available for different products.

Section V - Special Request

Telephone/Electronic Authorization

The word "Electronic" has been bracketed in the "Telephone Electronic Authorization" portion of section VI to indicate that the option to authorize instructions electronically may not always be available.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **07LTR-C (Level Term Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Certificate Number: The unique number for each certificate will appear in this field.

Insured(s): The name(s) of the insured or joint insureds which will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Level Term Amount: The amount of level term insurance chosen by the owner at issue will appear in this field. This amount may range from \$1 to \$50,000,000.

Maximum Level Term Face Amount: The maximum amount of level term insurance that may be chosen by the owner will appear in this field. Should we change this amount it would be for new issues only and could range from \$2,000,000 to \$50,000,000.

Minimum Level Term Face Amount: The minimum amount of level term insurance that may be chosen by the owner will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 or "None", as it would appear in the form, to \$100,000.

Maximum Level Term Coverage Charge: The maximum monthly per thousand load that we charge will appear in this field. This charge varies by issue age, sex, risk class, death benefit option, and level term face amount at issue.

Maximum Level Term Cost of Insurance Charge: This field is bracketed to accommodate a change in the number of the section of the base certificate which contains the maximum monthly rates changes.

Level Term Surrender Charge Table: This table is bracketed in order to accommodate a change in the percentage of the charge. The surrender charge varies by issue age, sex and risk class. It is an amount that ranges from \$0 to \$60 per thousand of face amount.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **07ASVR-C (Alternate Surrender Value Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Certificate Number: The unique number for each certificate will appear in this field.

Insured: The name of the insured will appear in this field.

Alternate Surrender Value Percentage: If the applicant has elected the Alternate Surrender Value Rider, there will be an ASV Percentage (currently set at 100%) that will appear in this field. This field is bracketed to indicate that we may change this amount in the future for new issues only. The range of variability for the percentage is set at 70% to 100%. The use of variability for the ASV Percentage shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Alternate Surrender Value Premium Percentage: If the applicant has elected the Alternate Surrender Value Rider, there will be an ASV Premium Percentage (currently set at 100%) that will appear in this field. This field is bracketed to indicate that we may change this amount in the future for new issues only, for each rider, the percentage will not change while the rider is in force. The range of variability for the percentage is set at 70% to 100%. The use of variability for the ASV Premium Percentage shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Page 2

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **07NLGR-C (No Lapse Guarantee Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Certificate Number: The unique number for each certificate will appear in this field.

Insured(s): The name(s) of the insured or joint insureds which will appear in this field.

No Lapse Guarantee Period Expiry Date: The date the no lapse guarantee period expires will appear in this field. It will vary based on the length of the guarantee period. The guarantee periods are 10 years, 20 years, Age 100 and Life Expectancy.

Shortfall Period: The amount of time in which the owner is able to pay any shortfall amount will appear in this field. Currently the period for the 10 Year and the 20 Year Guarantee is 10 years and the period for the Life Expectancy and Age 100 Guarantee is two years. If we were to change these periods it would be for new issues only and could range from 0 to 99 years.

Initial Monthly No Lapse Guarantee Premium: The monthly amount paid in order to keep the No Lapse Guarantee in force will appear in this field. This premium will vary based on the Guarantee Period, issue age, sex, risk class, death benefit option, and face amount at issue.

Effective Annual Rate: The interest rate used in the Total Cumulative Premium Test. Should we change this rate it would be for new issues only and could range from 0% to 10%.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **VR59 - C (Accelerated Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Certificate Number: The unique number for each certificate will appear in this field.

Insured: The name of the insured will appear in this field.

Rider Date: The date the rider is issued will appear in this field.

Administrative Charge: The maximum administrative charge for this rider will appear in this field. Should we change this charge it would be for new issues only and could range from \$0 to \$1,000.

Maximum Proportion Allowable: The maximum proportion of the eligible amount will appear in this field. Should we change this percentage it would be for new issues only and could range from 50% to 90%.

Maximum Accelerated Benefit: The maximum amount that may be paid under this rider will appear in this field. Should we change this amount it would be for new issues only and could range from \$100,000 to \$500,000.

Minimum Remaining Face Amount: The minimum face amount of the certificate to which this rider attaches in order to receive the benefit will appear in this field. Should we change this amount it would be for new issues only and could range from \$10,000 to \$100,000.

Page 4

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability

This Statement of Variability sets forth the variable information which will appear in brackets in form **06ITR-C (Increasing Term Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1

Certificate Number: The unique number for each certificate will appear in this field.

Insured: The name of the insured will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Initial Rider Insurance Amount: The amount of coverage that is provided under this rider will appear in this field. Currently it will always be \$0 on the rider issue date. However, we would like to reserve the right to change the amount for new issues only.

Increase Factor: The increase factor chosen by the owner will appear in this field. Any of the following may appear:

- “Premiums Paid”
- “Premiums Paid With Interest”
- a percentage (Percentage Increase)
- a dollar amount (Dollar Increases)
- “Cost of Living”
- “Scheduled”

Annual Accumulation Rate: This field is bracketed because it will only appear if the owner has chosen the Premiums Paid With Interest increase option. If this field does appear it may range between 0 and 5%.

Maximum Increase Amount: The maximum amount that the rider face amount can increase. This amount may vary depending on the increase option chosen. Currently, it is \$5,000,000 for all options except the Premiums Paid & Premiums Paid With Interest options, where the amount is a multiple of the initial face amount and is subject to our reinsurance limits. For each rider, the maximum will not change while the rider is in force.

Insurance Increase Expiry Date: The final date upon which an insurance increase will be provided will appear in this field.

Rider Expiry Date: The date upon which the rider will automatically terminate will appear in this field.

Page 5

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.



**Joseph Bonfitto -
State Compliance Associate**
Life & Annuity State Compliance Office
One American Row Hartford, CT 06102-5056
(860) 403-6308 Fax: (860) 403-7252
Toll Free: 1-800-349-9267 (press 2, then 1)
Email: Joseph.Bonfitto@phoenixwm.com

November 11, 2008

Mr. Joe Musgrove
Department of Insurance
State of Arkansas
1200 West Third Street
Little Rock, Arkansas 72201

Re: **PHL Variable Insurance Company**

NAIC #: 93548, FEIN #: 06-1045829

For Approval Purposes

Form 07VUL – M – Flexible Premium Variable Universal Life Insurance Master Contract
Form 07VUL – C – Flexible Premium Variable Universal Life Insurance Certificate
Form VULSP – 01 - C - Flexible Premium Universal Life Insurance Schedule Pages
Form 07LTR- C – Level Term Rider
Form 07NLGR- C– No Lapse Guarantee Rider
Form 06ITR – C – Increasing Term Rider
Form VR59 – C – Accelerated Benefit Rider
Form OL4250G.1 - Application for Certificate of Life Insurance

Dear Mr. Musgrove:

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, and positioning. These forms are new and are not intended to replace existing forms. The forms will be effective on the date of approval.

Master contract form 07VUL – M, will be issued to eligible groups as authorized by the laws of your state, including qualifying financial institutions or the trustee(s) of a trust established or participated in by one or more such organizations. Qualifying financial institutions presently include banks and other depository institutions, mutual funds, issuers of credit cards, licensed broker/dealers, insurer-affiliated broker/dealers, and may be expanded to other qualifying entities. The group may be situated in any jurisdiction that permits this type of group and where we have received all necessary regulatory approvals.

The certificate, form 07VUL – C, will be issued to customers of qualifying financial institutions. When the financial institution is situated in your state, the enclosed group annuity contract will be issued to the financial institution, and the enclosed certificate will be issued to its customers who are located in your state, as well as to group members located in other states that do not exercise extraterritorial jurisdiction.

When the group is situated in other states, certificates issued in that situs state will be issued to group members in your state.

Certificate Form **07VUL - C** is a Flexible Premium Joint Variable Universal Life Insurance Certificate. It offers two different death benefit options as well as the ability to both increase and decrease the face amount subject to the limits set forth in the certificate. The issue age range for this certificate as well as the minimum surrender values and reserves are specified in the enclosed actuarial memorandum.

Form **VULSP - 01 - C**, the certificate schedule pages, will be used with form 07VUL - C and set forth essential product information, such as fees and charges, contract minimums and maximums, interest rates and investment options.

This submission, including charges and other values, is for specimen purposes only. Other scenarios, such as substandard, lump sum premium payments, election of riders, etc., may generate additional text information in the specifications and tables section of the certificate schedule pages (**VULSP - 01 - C**). An actuarial memorandum is enclosed for this certificate form and includes further details regarding product features.

The **Level Term Rider, form 07LTR-C**, provides a benefit to the certificate owner by providing additional coverage to the base certificate. There are monthly charges for this rider as well as a separate surrender charges.

The **No Lapse Guarantee Rider, form 07NLGR-C**, provides an alternate method of keeping the certificate in force if sufficient cumulative premiums have been paid for the applicable guarantee period even if the certificate would otherwise lapse based upon the certificate's Grace Period and Lapse provision. There is no charge for this rider.

The **Increasing Term Rider, form 06ITR - C**, provides annually renewable term insurance coverage. The monthly charge for this rider is described in the rider.

The **Accelerated Benefit Rider, form VR59 - C** allows the policy owner to elect an accelerated benefit upon Terminal Illness of the insured. There is no charge for this rider.

For a more detailed description including the issue age range for the enclosed riders please see the enclosed actuarial memorandum.

The above referenced riders may be offered with new issues of our life insurance certificates that have been previously and subsequently approved by your Department.

In addition to those riders included with this submission other riders, addendums, insert pages, and endorsements, including those subsequently approved, may also be made available with this certificate. When riders are elected, they will be referenced in the certificate schedule pages as will any table of charges associated with a rider unless such table appears in the rider itself.

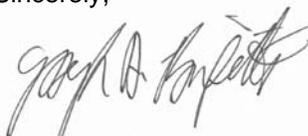
The **Application For Certificate Of Life Insurance, form OL4250G.1**, has been designed for use with both Variable Life and Universal Life Insurance certificates, such as the one included with this submission, and may be used with any Universal Life Insurance or Variable Life certificates that have been previously approved by your Department and any Universal Life or Variable Life Insurance certificates that we develop in the future.

Text ordinarily bracketed appears in the schedule pages of the certificate and the rider forms. See the attached actuarial memorandum and Statement of Variability for a more complete description.

Flesch Test: We have not included any Flesch score or Readability Certificate for these forms as state readability requirements generally exempt insurance products filed as securities under Federal Securities Laws.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-6308, by fax at (860) 403-7252 or by e-mail at joseph.bonfitto@phoenixwm.com.

Sincerely,



Joseph A. Bonfitto
Compliance Associate