

SERFF Tracking Number: HMRK-125906644 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number: 40911
Company Tracking Number: GLC-102 (9/08)
TOI: L02I Individual Life - Endowment Sub-TOI: L02I.000 Life - Endowment
Product Name: Group Life Conversion
Project Name/Number: GLC/GLC 102 (9/08)

Filing at a Glance

Company: HM Life Insurance Company
Product Name: Group Life Conversion
TOI: L02I Individual Life - Endowment
Sub-TOI: L02I.000 Life - Endowment
Filing Type: Form

SERFF Tr Num: HMRK-125906644 State: ArkansasLH
SERFF Status: Closed State Tr Num: 40911
Co Tr Num: GLC-102 (9/08) State Status: Approved-Closed
Co Status: Reviewer(s): Linda Bird
Author: Jennifer Bayich Disposition Date: 12/02/2008
Date Submitted: 11/18/2008 Disposition Status: Approved
Implementation Date: Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: GLC
Project Number: GLC 102 (9/08)
Requested Filing Mode:
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 12/02/2008
State Status Changed: 12/02/2008
Corresponding Filing Tracking Number:
Filing Description:
November 18, 2008

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: Exempt from filing
in Pennsylvania
Market Type: Group
Group Market Size: Small and Large
Group Market Type: Employer
Deemer Date:

Arkansas Department of Insurance
120 West 3rd Street
Little Rock, AR 72201

RE: HM Life Insurance Company

SERFF Tracking Number: HMRK-125906644 *State:* Arkansas
Filing Company: HM Life Insurance Company *State Tracking Number:* 40911
Company Tracking Number: GLC-102 (9/08)
TOI: L021 Individual Life - Endowment *Sub-TOI:* L021.000 Life - Endowment
Product Name: Group Life Conversion
Project Name/Number: GLC/GLC 102 (9/08)

NAIC Co. #93440

Endowment at Age 100 Life Insurance Policy GLC-102 (9/08)

Application for Conversion of Group Life Insurance HG6257 (9/08)

Policy Form and Rate Filing

Dear Sir or Madam:

Enclosed for your approval for use in the state of Arkansas are the above referenced forms. When approved, these forms will replace Policy Form GLC-102 and Application Form HG6257 (01/02), approved on February 12, 2002. Please note that forms being replaced had previously been approved under our former Company name of Highmark Life Insurance Company, which changed names April 1, 2006.

Form GLC-102 (9/08) is a non-participating endowment policy with level premiums payable through age 99. Premiums are unisex and vary by age to age 85. Standard underwriting will be used.

This policy will be available to participants eligible for conversion upon termination from the HM Life group plan. Currently we do not have any plans to market this product except for this purpose. This form will be offered without an illustration.

Application Form HG6257 (9/08) will be used with form GLC-102 (9/08).

If you have any questions, please contact me at either my direct dial of 412-544-0923 or e-mail address Jennifer.bayich@hminsurancegroup.com

Thank you in advance for your time and consideration.

Sincerely,

Jennifer L. Bayich, Esq.

Compliance Analyst III

SERFF Tracking Number: HMRK-125906644 State: Arkansas
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 TOI: L021 Individual Life - Endowment Sub-TOI: L021.000 Life - Endowment
 Product Name: Group Life Conversion
 Project Name/Number: GLC/GLC 102 (9/08)

Company and Contact

Filing Contact Information

Jennifer Bayich, Compliance Analyst II
 P.O. Box 535061
 Pittsburgh, PA 15235-5061

jennifer.bayich@hminsurancegroup.com
 (412) 544-0923 [Phone]
 (412) 544-1138[FAX]

Filing Company Information

HM Life Insurance Company
 PO Box 535065
 Suite P6504
 Pittsburgh, PA 15253-5065
 (412) 544-1139 ext. [Phone]

CoCode: 93440 State of Domicile: Pennsylvania
 Group Code: 812 Company Type:
 Group Name: HM Insurance Group State ID Number:
 FEIN Number: 06-1041332

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: 2 forms x \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
HM Life Insurance Company	\$100.00	11/18/2008	23997336

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/02/2008	12/02/2008

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	11/24/2008	11/24/2008	Jennifer Bayich	12/02/2008	12/02/2008
Industry Response						

SERFF Tracking Number: HMRK-125906644 *State:* Arkansas
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Product Name: Group Life Conversion
Project Name/Number: GLC/GLC 102 (9/08)

Disposition

Disposition Date: 12/02/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HMRK-125906644 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	Policy Information Notice		Yes
Supporting Document	Guarantee Association Notice		Yes
Form (revised)	Endowment at Age 100 Life Insurance Policy		Yes
Form	Endowment at Age 100 Life Insurance Policy	Replaced	Yes
Form	Group Life Insurance Conversion Application		Yes

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Product Name: Group Life Conversion
Project Name/Number: GLC/GLC 102 (9/08)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/24/2008

Submitted Date 11/24/2008

Respond By Date

Dear Jennifer Bayich,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)
- Endowment at Age 100 Life Insurance Policy (Form)

Comment: We have completed our initial review of the above filing. We need your response to the following.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policyowner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

The payment of interest on delayed claim payments must be at a rate of eight percent (8%) as described in Ark. Code Ann. 23-81-118.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State

Response Letter Date 12/02/2008

Submitted Date 12/02/2008

SERFF Tracking Number: HMRK-125906644 State: Arkansas
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Project Name/Number: GLC/GLC 102 (9/08)

Dear Linda Bird,

Comments:

Response 1

Comments: Good Morning Ms. Bird,

Thank you for your continued review of this filing. In response to your objections, please find attached the notice of COmpany Information, the Guarantee Association Notice and the Compliance Certification regarding sex discrimination in policy issuance. Also, the Proceeds provision has been revised to pay 8% interest on any delay in payment of a death benefit.

Thank you and have a good day.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)
- Endowment at Age 100 Life Insurance Policy (Form)

Comment:

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The payment of interest on delayed claim payments must be at a rate of eight percent (8%) as described in Ark. Code Ann. 23-81-118.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Compliance

SERFF Tracking Number: HMRK-125906644 State: Arkansas
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Comment:
 Satisfied -Name: Policy Information Notice
 Comment:
 Satisfied -Name: Guarantee Association Notice
 Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Endowment at Age 100 Life Insurance Policy	GLC-102 (9/08)		Policy/Contract/Fraternal Certificate	Initial		56	Microsoft Word - GLC-102_908_clean.pdf
Previous Version							
Endowment at Age 100 Life Insurance Policy	GLC-102 (9/08)		Policy/Contract/Fraternal Certificate	Initial		56	CLC-102 (908) clean.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Jennifer Bayich

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 Project Name/Number: GLC/GLC 102 (9/08)

Form Schedule

Lead Form Number: GLC-102 (9/08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GLC-102 (9/08)	Policy/Cont	Endowment at Age ract/Fratern 100 Life Insurance al Policy Certificate	Initial		56	Microsoft Word - GLC-102_908_clean.pdf
	HG6257 (9/08)	Application/Group	Life Insurance Enrollment Conversion Form Application	Initial		0	Generic HG6257 (R9-08).pdf

HM LIFE INSURANCE COMPANY

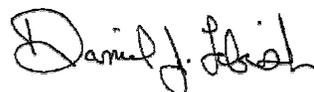
120 Fifth Avenue, Fifth Avenue Place
Pittsburgh, PA 15222
Administrative Office
[P.O. Box 535061, Pittsburgh, PA 15222-0061
1-800-328-5433]

INSURED	[NAME]
POLICY NUMBER	[SPECIMEN]
POLICY DATE	[MONTH/DAY/YEAR]
DATE OF ISSUE	[MONTH/DAY/YEAR]
[AGE]	[AGE]
FACE AMOUNT	[\$AMOUNT]

HM Life Insurance Company (herein called Company) will pay the Proceeds of this policy upon receipt of due proof of the death of the insured while this policy is in force. If the insured is living and this policy is in force on the policy anniversary following attainment of age 100, we will pay the Proceeds to the owner of the policy. Payment will be subject to all the provisions of this policy.

This policy is issued by the Company at its Home Office, Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222-3099 on the Date of Issue. It is a legal contract between the Owner and the Company.

READ YOUR POLICY CAREFULLY



President

TEN DAY RIGHT TO EXAMINE THE POLICY

If for any reason You are not completely satisfied with this policy, You can return it to us or our agent within 10 days after You receive it. Upon its return, the policy will be considered void from the beginning. Any premiums paid will be returned to You.

ENDOWMENT AT AGE 100 LIFE INSURANCE POLICY

Premiums Payable to age 99
Non Participating - No Dividends Payable

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POLICY SCHEDULE

INSURED:	[JOHN DOE]
POLICY NUMBER:	[123456]
POLICY DATE:	[January 1, 2008]
DATE OF ISSUE:	[January 1, 2008]
ENDOWMENT DATE:	[January 1, 2073]
AGE:	[35]
FACE AMOUNT:	[\$100,000]
RATE CLASS:	[UNISEX]
BENEFICIARY:	[MARY DOE, WIFE]
OWNER:	[THE INSURED]
*PREMIUMS	[\$4,454 ANNUALLY]

Premiums are paid up at age 99.

*The annual premium includes a policy fee of \$[50.00]

TABLE OF VALUES

Policy Years Elapsed	Cash Value	Extended Term Insurance		Endowment Amount
		Years	Days	
[1	\$0	0	0	0
2	0	0	0	0
3	270	2	33	0
4	1,079	7	79	0
5	1,921	11	10	0
6	2,797	13	325	0
7	3,706	15	362	0
8	4,649	17	243	0
9	5,625	19	1	0
10	6,633	20	21	0
11	7,675	20	334	0
12	8,781	21	228	0
13	9,864	22	78	0
14	11,016	22	248	0
15	12,207	23	12	0
16	13,437	23	104	0
17	14,702	23	167	0
18	16,001	23	205	0
19	17,332	23	219	0
20	18,693	23	211	0
Age 60	25,943	22	277	0
Age 65	33,908	21	63]	0

Cash Value and Nonforfeiture Value Basis: Commissioner's 2001 Standard Ultimate Mortality Table, Unisex, 50% Male, Unismoke, Age Last Birthday, with Interest at 5%.

SCHEDULE OF BASIC PREMIUM RATES - UNISEX

These rates are for each \$1,000 of insurance. The rates do not include the guaranteed policy fee of \$[50.00].

ISSUE AGE	ANNUAL	ISSUE AGE	ANNUAL
17 and Under	33.94	52	72.34
18	34.44	53	75.33
19	35.48	54	78.34
20	36.50	55	81.34
21	36.81	56	88.55
22	37.11	57	95.75
23	37.58	58	102.96
24	37.88	59	110.15
25	38.35	60	117.36
26	38.81	61	122.56
27	39.27	62	127.75
28	39.73	63	132.96
29	40.19	64	138.15
30	40.81	65	143.35
31	41.43	66	151.17
32	42.04	67	159.00
33	42.66	68	166.82
34	43.27	69	174.65
35	44.04	70	182.48
36	44.81	71	202.51
37	45.58	72	222.54
38	46.51	73	242.56
39	47.28	74	262.60
40	48.20	75	282.63
41	49.28	76	298.05
42	50.20	77	312.51
43	51.28	78	327.91
44	52.51	79	344.72
45	53.75	80	362.96
46	54.98	81	382.87
47	56.36	82	404.43
48	58.32	83	427.64
49	62.33	84	452.52
50	66.33	85 and Over	478.83
51	69.33		

[Quarterly Premium = 0.265 x Annual Premium]
 [Semi-Annual Premium = 0.515 x Annual Premium]

For further information on rates, please call our toll free number: 1-800-328-5433.

DEFINITIONS

[**Administrative Office** means HM Life Insurance Company, PO Box 535061, Pittsburgh, PA 15253-5061.]

Attained Age means the issue age shown in the policy specifications increased by the number of Policy Years elapsed.

Company means HM Life Insurance Company.

Date of Issue means the date this policy is issued. The Date of Issue as shown in the Policy Schedule.

Debt means any unpaid policy loans, unpaid policy loan interest or unpaid premium.

Home Office means HM Life Insurance Company, Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222-3099.

Policy Date means the effective date of coverage as shown in the Policy Schedule and the date from which Policy Anniversaries, Policy Years, Policy Months and premium due dates are determined.

Policy Value means the amount of cash value, less any Debt, available in the policy at any given time.

Policy Year, Policy Anniversary, Policy Month means the date computed from the Policy Date shown in the Policy Schedule. The first Policy Year begins on the policy date. The first Policy Anniversary is the policy date plus one year. The Policy Month begins on the same date in each calendar month as the policy date.

Premium-Paying means the policy is in force and premiums are payable in the future.

We, Our, Us means HM Life Insurance Company.

Written Request means a request in writing on a form satisfactory to us and received at our [Home or Administrative] Office.

You, Your means The Owner as shown in the application, unless subsequently changed as provided for in this policy. The owner may be someone other than the insured.

GENERAL PROVISIONS

The Contract

This policy, any attached riders and the attached application are the entire contract. In the absence of fraud, all statements in the application will be treated as representations and not warranties. No statement will be used to avoid liability under this policy or to defend against a claim under it unless contained in the application.

The policy may not be changed, nor may any of our rights be waived or modified, except in writing signed by Our [President, Vice-President, or Secretary].

Non Participation

This policy is issued at a nonparticipating guaranteed rate and will not share in our earnings or profit.

Misstatement of Age

If the age of the insured has been misstated, We will adjust the amount payable under this policy. It will be the amount of coverage that the premiums paid would have purchased at the insured's correct issue age. This amount will be based on the rates applicable to the policy and in effect on its Date of Issue.

Incontestability

We cannot contest this policy except for nonpayment of premium after it has been in force during the lifetime of the insured for a period of two years from the Date of Issue, except for any rider, which has a separate incontestability clause. This means that We cannot use any misstatement to challenge a claim or avoid liability after that time.

Suicide Exclusion

If the insured dies by suicide within two years from the Date of Issue, the amount We will pay under this policy will be limited to a refund of the premiums paid, less any Debt against the policy.

Owner

The Owner is the insured unless otherwise designated in the application or unless changed as provided under the Change of Owner or Beneficiary provision. The Owner has the exclusive right to exercise all rights and privileges and to receive all benefits under the policy during the lifetime of the insured. If no Owner designated under this policy is living and if the policy does not provide otherwise, then the Owner will be the Executor or Administrator of the estate of the last Owner to die.

Beneficiary

The beneficiary named in the application or in the last beneficiary designation filed with Us will receive the proceeds. If two or more people are named beneficiaries, the proceeds will be paid to the person or persons who are alive when the benefit becomes payable. If more than one beneficiary is alive, the proceeds will be shared equally, unless otherwise specified. If no beneficiary survives the insured, the proceeds will be payable to the Owner or the Owner's estate.

Change of Owner or Beneficiary

You may change the Owner or Beneficiary of this policy at any time during the lifetime of the insured. Changes must be requested in writing on a form satisfactory to Us and sent to Our [Home or Administrative] Office. The change will take effect on the date You signed the request. The change will be subject to any payment made, or actions taken by Us before receiving the request. No change is valid until it is received by Us in our [Home or Administrative] Office.

Assignments

The Owner may assign this policy. Written notice of any assignment must be filed at the [Home or Administrative] Office. Until We receive such notice, We will not be required to take notice of or be responsible for any transfer of interest in this policy by an assignment, agreement or otherwise. We will not be responsible for the validity of any assignment.

Proceeds

Death proceeds payable under this policy will consist of the face amount, or the amount of extended term insurance in effect. Proceeds will be reduced by any Debt. They will also be adjusted by a premium refund or charge as described in the Premium Adjustment provision. We will pay interest on death proceeds paid in a single sum from the date of death to the date of payment. The rate of interest will not be less than the current rate credited on death proceeds left on deposit with us, but in no case less than 8% a year.

Policy Settlement

1. All amounts payable by us are payable only at our [Home or Administrative] Office.
2. Any Debt will be deducted from the amount payable at settlement. We may require return of the policy.

PAYMENT OF PREMIUMS**Premium Payments**

This contract is made in consideration of the application and the payment of all premiums as provided in this policy. All premiums are payable in advance and are payable at Our [Home or Administrative] Office. Annual premiums and the period for which they are payable are shown in the Policy Schedule. If any premium is not paid as provided in this policy, all liability under this policy will end, except as otherwise provided in this policy. Premiums may be billed [quarterly, semi-annually or annually].

Premium Adjustment

If the insured dies while this policy is in force, We will refund any premium paid beyond the end of the Policy Month of death. We will make a charge for any premium not paid to the end of the Policy Month of death. The refund or charge will be made by an adjustment to the death proceeds.

Grace Period

All premiums should be paid by the due date. For the payment of each premium after the first, We will allow a grace period of 31 days after the due date. This policy will continue in force during the grace period. If the insured dies during the grace period, We will deduct any premium due from the proceeds.

Reinstatement

This policy may be reinstated at any time within five years after default in premium payment. The following conditions must be met:

1. Evidence of insurability satisfactory to Us must be furnished.
2. Payment of any past due premiums with interest at a rate not to exceed 6% compounded annually.
3. Any Debt which existed at the date of default is paid or reinstated. The Debt will be increased by interest at the policy loan rate from the date of default to the date of reinstatement.

The policy cannot be reinstated if it has been surrendered for its cash value.

NON-FORFEITURE PROVISIONS**Automatic Extended Term Insurance**

This benefit will become effective if any premium is not paid by the end of the grace period provided the policy has a net cash value. We will automatically continue this policy in force as non-participating extended term insurance.

1. The amount of extended term insurance will be the face amount of this policy, less any Debt.
2. The extended term insurance will start as of the due date of the premium in default. It will continue for such term as the policy value will purchase as a net single premium at the insured's [attained age] at the date of default. The extended term time periods are shown in the Policy Schedule.

Surrender Value

The surrender value of this policy is the cash value, less Debt. The surrender value is paid in full settlement of our liability under this policy. You may surrender it at any time after premiums have been paid to the date the policy first has a cash value.

1. Surrender will be effective on the date of Your Written Request.
2. We may defer making a surrender payment. We will not defer a payment for more than 6 months after We receive Your Written Request. If We defer a payment for 30 days or more, We will pay interest at a rate no less than [3%] a year for the period the payment is deferred.
3. We may require the policy be delivered to Us before making a surrender payment.

CASH VALUE**General**

Cash values and nonforfeiture values are computed using the Standard Nonforfeiture Value Method, using the Commissioner's 2001 Standard Ordinary Ultimate Mortality Table, Age Last Birthday, Unisex (50% male), Unismoke, using the interest rate shown in the Policy Schedule. We have filed a detailed statement describing the method used to calculate the policy values with the Insurance Department for the state in which this policy is delivered. Cash values and nonforfeiture values will always be greater than or equal to the minimum values required by the jurisdiction in which this policy is delivered.

If this policy is surrendered within 60 days after the due date of an unpaid premium, the cash value will not be less than it was on the due date. Also, the cash value within 30 days after any policy anniversary will not be less than the value on that anniversary.

After the Extended Term non-forfeiture option has been elected, the policy may continue to have nonforfeiture values, equal to the net single premium required to fund the remaining paid-up benefits using the calculation basis described above.

Table of Values

The values shown in the Table of Values in the Policy Schedule apply if all premiums have been paid to the end of the Policy Year specified and there is no Debt.

1. This policy will have a value during the Policy Year for which a value first appears in the Table of Values.
2. All values are greater than or equal to those required by any state statute.
3. We will furnish values for any Policy Year not shown in the Policy Schedule, upon request.

ENDOWMENT PROVISION

If the insured is living and this policy is in force on the anniversary following the attainment of age 100, then we will pay to the owner the face amount of this policy, less any Debt.

POLICY LOAN

General

At any time after the policy is in force and has a cash value You may borrow against it. We will loan You any sum up to the policy's maximum loan value, less any existing Debt. The maximum loan value is that amount which together with interest at the loan interest rate, will equal the cash value as of the next Policy Anniversary or the next premium due date if earlier. However, the maximum loan value cannot exceed the surrender value at the time of calculation. You cannot borrow against the policy if it is in force as Extended Term Insurance.

1. We will make the loan when We receive a Written Request. We reserve the right to inspect or endorse the policy before making the loan.
2. We may defer making a loan for a period not exceeding 6 months after You apply for it.
3. Any premium due when the loan is made will be deducted from the loan amount.
4. The policy will be the sole security for the loan. Lack of endorsement will not indicate that the policy is free of loans.
5. Any interest not paid when due will be added to the loan. Interest is payable on the Policy Anniversary.
6. Any Debt may be repaid in whole or in part at any time while this policy is in force, unless it has been deducted from the Automatic Extended Term Insurance benefit.
7. Both principal and interest are payable at Our [Home or Administrative] Office.
8. When Debt equals or exceeds the maximum loan value this policy will terminate. We will mail notice of termination to the last known address of the insured (or of the person designated to receive such notice) and of any assignee of record at Our [Home or Administrative] Office. This policy will have no value 31 days after We mail this termination notice.

Loan Interest Rate

Interest on the loan accrues each day from the date of the loan and is compounded annually. The loan interest rate is 7.41% in advance, which equals an annual effective rate of 8%.



Administrative Offices
P.O. Box 535061
Pittsburgh, PA 15253-5061
1-800-833-1115
www.hminsurancegroup.com

GROUP LIFE INSURANCE CONVERSION APPLICATION

INSTRUCTIONS

Every entry within this form must be completed in order to avoid delay in processing your application. If an informational block does not apply, or if information is not available, please indicate "none" in the information block. Payment must accompany this application. Make check payable to HM Life Insurance Company. If a form is incomplete, it may be returned.

Identification of Applicant

- Provide the Applicant's full given name and correct date of birth and Social Security Number. For Applicant's under age 18 (15 for North Carolina), please provide the Social Security Number of the parent or guardian, not the dependent child's.
- Accurately indicate who the Applicant is: Employee, Spouse*, Dependent Child or Assignee. Note that a separate application must be completed for each policy to be converted.
- If you are uncertain as to the last date the Applicant was insured under the Group Policy, please refer to the "Termination of Insurance" provision in your Certificate of Insurance.

Waiver of Premium

- You may qualify for Waiver of Premium without further premium payments instead of conversion if you are currently unable to work due to illness or injury
- If this provision applies to you and you wish to apply for Waiver of Premium, complete this form until you are instructed to stop.

Explanation of Beneficiary

- It is important to provide the full given name of each Beneficiary and the relationship to Applicant.
- Unless otherwise specified, payment of the Life Insurance benefit is paid in equal shares to the Primary Beneficiaries, if living. Otherwise, payment is made in equal shares to the Contingent Beneficiaries, if living. If there are no living Beneficiaries, payment is made to the Employee's estate.

Amount of Insurance Requested

- The amount requested may not exceed the face amount of the Applicant's Group Life Insurance policy on the termination date of the Group policy.
- If the amount of the Applicant's Group Life Insurance is \$2,000 or more on the termination date, the amount converted may be less than the face amount but not less than \$2,000.
- If the amount of the Applicant's Group Life Insurance is less than \$2,000, the full face amount of the Group Life Insurance policy must be converted.

Agreement

- This Application must be signed by both the Applicant and a witness. If the Applicant is under age 18 (15 for North Carolina), the signature of the parent/guardian is also required. A copy of the Letters of Guardianship must accompany this application, if applicable.
- If the amount converted exceeds \$4,000, a Beneficiary cannot sign as a witness.

Premium Payment

- Please refer to the premium payment rate sheet to calculate your premium payment. Contact a HM Insurance Group Client Service Consultant at 800-833-1115 to request a premium payment rate sheet.
- Your initial premium payment must accompany this application. Make check(s) payable to HM Life Insurance Company.
- Select a premium time table, Annually, Semi-Annually, or Quarterly. Your minimum premium payment is \$10.00.

* Spouse may include a domestic partner

GROUP LIFE INSURANCE CONVERSION APPLICATION

APPLICANT INFORMATION (See page one for instructions)				
Last Name		First Name		M.I. <input type="checkbox"/> Male <input type="checkbox"/> Female
Address (Street, City, State, Zip)				
Telephone Number	Social Security Number	Date of Birth	Applicant is <input type="checkbox"/> Member <input type="checkbox"/> Spouse* <input type="checkbox"/> Child <input type="checkbox"/> Assignee	
Group Name			Policy Number	
Group Policy Termination Date		Amount of Applicant's Group Life Insurance on Termination Date		
Has the insured made an Absolute Assignment of the Group Life Insurance to be converted? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a copy of the Absolute Assignment.				
Are you currently unable to work due to illness or injury? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, did you become disabled prior to age 60? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, you may qualify for Waiver of Premium without payment of premium. Check the following box to request forms to apply for Waiver of Premium without payment of premium. <input type="checkbox"/>				
Do not complete the remainder of this form if you are applying for Waiver of Premium.				
Primary Beneficiary Name, Address, Relationship to Applicant (If more than one, please detail on a separate sheet)		Contingent Beneficiary Name, Address, Relationship to Applicant (If more than one, please detail on a separate sheet)		

Application is hereby made to HM Life Insurance Company to convert the certificate designated above to an Individual Endowment Age 100 Insurance policy. I agree that my request is subject to the provisions and conditions of my Group coverage. Under penalties of perjury, I confirm that my Social Security Number is correct as documented above and that I am not subject to back-up withholding.

FRAUD STATEMENT

Any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

Arkansas Fraud Warning must be on application, enrollment and claim forms: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In the **District of Columbia**, WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In **Florida**, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

In **Kentucky**, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. Any application for insurance in writing by the applicant shall be altered solely by the applicant or by his written consent; except that insertions may be made by the insurer for administrative purposes only in such manner as to indicate clearly that such insertions are not to be ascribed to the applicant.

In **New Jersey**, any person who includes any false or misleading information on an application for insurance is subject to criminal and civil penalties.

In **Ohio**, any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In **Oklahoma**, WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

In **Washington**, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Amount of Insurance Requested	Plan of Insurance Endowment Age 100	Premium Payment \$ _____ <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly
Applicant's Signature		Date
Signature of Witness	Parent/Guardian Signature (if applicable)	

PREMIUM CALCULATION

- Determine the Applicant's Issue Age. If the Applicant's birthday falls within six months, add one year to the Applicant's current age.
- Obtain the rate per \$1,000 of coverage from the table below.
- Multiply that rate by the amount of Insurance the Applicant requested to convert.
- Add a \$50 policy fee*.

Total: This dollar amount is the Applicant's Annual Premium. (Quarterly Payment = 0.265 x Annual Premium;
Semi-Annual Payment = 0.515 x Annual Premium)

*Policy fee is not guaranteed and is subject to change.

Example:

Applicant, age 40, requested \$20,000 to be converted

- Issue Age: 40
- Rate per \$1,000: \$48.20
- $48.20 \times 20 = \$964$
- $964 + 50 = \$1,014$ Annual Premium

Schedule of Basic Premium Rates per \$1,000 of Coverage

Issue Age	Rate	Issue Age	Rate	Issue Age	Rate	Issue Age	Rate	Issue Age	Rate
17 and under	33.94	31	41.43	45	53.75	59	110.15	73	242.56
18	34.44	32	42.04	46	54.98	60	117.36	74	262.60
19	35.48	33	42.66	47	56.36	61	122.56	75	282.63
20	36.50	34	43.27	48	58.32	62	127.75	76	298.05
21	36.81	35	44.04	49	62.33	63	132.96	77	312.51
22	37.11	36	44.81	50	66.33	64	138.15	78	327.91
23	37.58	37	45.58	51	69.33	65	143.35	79	344.72
24	37.88	38	46.51	52	72.34	66	151.17	80	362.96
25	38.35	39	47.28	53	75.33	67	159.00	81	382.87
26	38.81	40	48.20	54	78.34	68	166.82	82	404.43
27	39.27	41	49.28	55	81.34	69	174.65	83	427.64
28	39.73	42	50.20	56	88.55	70	182.48	84	452.52
29	40.19	43	51.28	57	95.75	71	202.51	85+	478.83
30	40.81	44	52.51	58	102.96	72	222.54		

For further information regarding our rates, please call our toll free number 1-800-833-1115.

**Rates and application fee are subject to change at any time with proper notification.*

Mail to: HM Life Insurance Company
Client Services
P.O. Box 535061
Pittsburgh, PA 15253-5061

<i>SERFF Tracking Number:</i>	<i>HMRK-125906644</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40911</i>
<i>Company Tracking Number:</i>	<i>GLC-102 (9/08)</i>		
<i>TOI:</i>	<i>L021 Individual Life - Endowment</i>	<i>Sub-TOI:</i>	<i>L021.000 Life - Endowment</i>
<i>Product Name:</i>	<i>Group Life Conversion</i>		
<i>Project Name/Number:</i>	<i>GLC/GLC 102 (9/08)</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>HMRK-125906644</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40911</i>
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<i>Project Name/Number:</i>	<i>GLC/GLC 102 (9/08)</i>		

Supporting Document Schedules

Satisfied -Name:	Certification/Notice	Review Status:	11/17/2008
Comments:			
Attachment:	Readability Certification.pdf		

Satisfied -Name:	Application	Review Status:	11/17/2008
Comments:	Application is attached under form schedule.		

Satisfied -Name:	Cover Letter	Review Status:	11/18/2008
Comments:			
Attachment:	Microsoft Word - AR Submission Letter 11.18.08.pdf		

Satisfied -Name:	Certification of Compliance	Review Status:	12/02/2008
Comments:			
Attachment:	Microsoft Word - CERTIFICATION OF COMPLIANCE.pdf		

Satisfied -Name:	Policy Information Notice	Review Status:	12/02/2008
Comments:			
Attachment:	AR Policy info.pdf		

Satisfied -Name:	Guarantee Association Notice	Review Status:	12/02/2008
Comments:			

<i>SERFF Tracking Number:</i>	<i>HMRK-125906644</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40911</i>
<i>Company Tracking Number:</i>	<i>GLC-102 (9/08)</i>		
<i>TOI:</i>	<i>L021 Individual Life - Endowment</i>	<i>Sub-TOI:</i>	<i>L021.000 Life - Endowment</i>
<i>Product Name:</i>	<i>Group Life Conversion</i>		
<i>Project Name/Number:</i>	<i>GLC/GLC 102 (9/08)</i>		

Attachment:

Microsoft Word - AR Guaranty Assoc Notice.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

This is to certify that the following forms comply with the requirements of Ark. Stat. Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch Reading Ease Score of:

<u>FORM NO.</u>	<u>DESCRIPTION</u>	<u>FLESCH SCORE</u>
GLC-102 (9/08)	Group Life Conversion	56



Signed by Company Officer

November 17, 2008
Date

Domenic Palmieri
Name

Senior Vice President – Finance
Title



A HIGHMARK COMPANY

HM Life Insurance
Company

HM Life Insurance
Company of New York

HM Casualty
Insurance Company

RBS Re

HM Benefits
Administrators

November 18, 2008

Arkansas Department of Insurance

120 West 3rd Street
Little Rock, AR 72201

RE: HM Life Insurance Company
NAIC Co. #93440
Endowment at Age 100 Life Insurance Policy GLC-102 (9/08)
Application for Conversion of Group Life Insurance HG6257 (9/08)
Policy Form and Rate Filing

Dear Sir or Madam:

Enclosed for your approval for use in the state of Arkansas are the above referenced forms. When approved, these forms will replace Policy Form GLC-102 and Application Form HG6257 (01/02), approved on February 12, 2002. Please note that forms being replaced had previously been approved under our former Company name of Highmark Life Insurance Company, which changed names April 1, 2006.

Form GLC-102 (9/08) is a non-participating endowment policy with level premiums payable through age 99. Premiums are unisex and vary by age to age 85. Standard underwriting will be used.

This policy will be available to participants eligible for conversion upon termination from the HM Life group plan. Currently we do not have any plans to market this product except for this purpose. This form will be offered without an illustration.

Application Form HG6257 (9/08) will be used with form GLC-102 (9/08).

If you have any questions, please contact me at either my direct dial of 412-544-0923 or e-mail address Jennifer.bayich@hminsurancegroup.com

Thank you in advance for your time and consideration.

Sincerely,
Jennifer L. Bayich, Esq.
Compliance Analyst III

Mailing Address

PO Box 535061
Pittsburgh, PA 15253-5061

Overnight Deliveries

Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222-3099

www.hminsurancegroup.com

Telephone

412-544-1000
800-328-5433

Coverage is underwritten by HM Life Insurance Company or HM Casualty Insurance Company, Pittsburgh, PA in all states except New York. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY. HM Life Insurance Company, HM Benefits Administrators and RBS Re provide certain administrative and customer support services. The coverage or service requested may not be available in all states.

LHP-185 (R12-07)

CERTIFICATION OF COMPLIANCE
STATE OF ARKANSAS

I Jennifer L. Bayich, certify that to the best of my knowledge, information and belief that Policy form GLC-102 (9/08) is in compliance with AR ADC INS 19. Form GLC-102 (9/08) does not overtly discriminate in its provision of benefits on the basis of sex or marital status nor are the terms and conditions of GLC 102 (9/08) such that disparate treatment of the sexes, would occur.

Jennifer L. Bayich,
Compliance Analyst III
Name and Title of Person Certifying

December 1, 2008
Date

REQUIRED ARKANSAS POLICY INFORMATION NOTICE

Address and Telephone Number of HM Life Insurance Company:

HM Life Insurance Company
120 Fifth Avenue, Fifth Avenue Place
Pittsburgh, Pennsylvania 15222-3099
1-800-833-1115 OR (412) 544-1000

Name, Address and Telephone Number of Agent:

{Insert Agent Name}
{Insert Agent Address}
{Insert Agent Phone Number}

If we at HM Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact the Arkansas Insurance Department at this address:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
1-800-852-5494

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

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

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”) may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice.

The Arkansas Life and Health Insurance Guaranty Association
C/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

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

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act (“Act”). Below is a brief summary of the Act’s coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone’s rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract, or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends and voting rights and experience rating credits;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).
- unallocated annuity contracts issued to/in connection with benefits plans protected under Federal Pension Benefit Corporation ("FPBC" (whether the FPBC is yet liable or not));
- portions of an unallocated annuity contract not owned by a benefit plan or government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- obligations that do not arise under the policy or contract,, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuities, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

<i>SERFF Tracking Number:</i>	<i>HMRK-125906644</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40911</i>
<i>Company Tracking Number:</i>	<i>GLC-102 (9/08)</i>		
<i>TOI:</i>	<i>L021 Individual Life - Endowment</i>	<i>Sub-TOI:</i>	<i>L021.000 Life - Endowment</i>
<i>Product Name:</i>	<i>Group Life Conversion</i>		
<i>Project Name/Number:</i>	<i>GLC/GLC 102 (9/08)</i>		

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Endowment at Age 100 Life Insurance Policy	11/18/2008	CLC-102 (908) clean.pdf

HM LIFE INSURANCE COMPANY

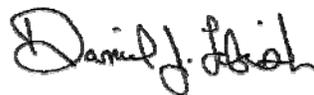
120 Fifth Avenue, Fifth Avenue Place
Pittsburgh, PA 15222
Administrative Office
[P.O. Box 535061, Pittsburgh, PA 15222-0061
1-800-328-5433]

INSURED	[NAME]
POLICY NUMBER	[SPECIMEN]
POLICY DATE	[MONTH/DAY/YEAR]
DATE OF ISSUE	[MONTH/DAY/YEAR]
[AGE]	[AGE]
FACE AMOUNT	[\$AMOUNT]

HM Life Insurance Company (herein called Company) will pay the Proceeds of this policy upon receipt of due proof of the death of the insured while this policy is in force. If the insured is living and this policy is in force on the policy anniversary following attainment of age 100, we will pay the Proceeds to the owner of the policy. Payment will be subject to all the provisions of this policy.

This policy is issued by the Company at its Home Office, Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222-3099 on the Date of Issue. It is a legal contract between the Owner and the Company.

READ YOUR POLICY CAREFULLY



President

TEN DAY RIGHT TO EXAMINE THE POLICY

If for any reason You are not completely satisfied with this policy, You can return it to us or our agent within 10 days after You receive it. Upon its return, the policy will be considered void from the beginning. Any premiums paid will be returned to You.

ENDOWMENT AT AGE 100 LIFE INSURANCE POLICY

Premiums Payable to age 99
Non Participating - No Dividends Payable

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POLICY SCHEDULE

INSURED: [JOHN DOE]
 POLICY NUMBER: [123456]
 POLICY DATE: [January 1, 2008]
 DATE OF ISSUE: [January 1, 2008]
 ENDOWMENT DATE: [January 1, 2073]
 AGE: [35]
 FACE AMOUNT: \$[100,000]
 RATE CLASS: [UNISEX]
 BENEFICIARY: [MARY DOE, WIFE]
 OWNER: [THE INSURED]
 *PREMIUMS \$[4,454 ANNUALLY]
 Premiums are paid up at age 99.

*The annual premium includes a policy fee of \$[50.00]

TABLE OF VALUES

Policy Years Elapsed	Cash Value	Extended Term Insurance		Endowment Amount
		Years	Days	
[1	\$0	0	0	0
2	0	0	0	0
3	270	2	33	0
4	1,079	7	79	0
5	1,921	11	10	0
6	2,797	13	325	0
7	3,706	15	362	0
8	4,649	17	243	0
9	5,625	19	1	0
10	6,633	20	21	0
11	7,675	20	334	0
12	8,781	21	228	0
13	9,864	22	78	0
14	11,016	22	248	0
15	12,207	23	12	0
16	13,437	23	104	0
17	14,702	23	167	0
18	16,001	23	205	0
19	17,332	23	219	0
20	18,693	23	211	0
Age 60	25,943	22	277	0
Age 65	33,908	21	63]	0

Cash Value and Nonforfeiture Value Basis: Commissioner's 2001 Standard Ultimate Mortality Table, Unisex, 50% Male, Unismoke, Age Last Birthday, with Interest at 5%.

SCHEDULE OF BASIC PREMIUM RATES - UNISEX

These rates are for each \$1,000 of insurance. The rates do not include the guaranteed policy fee of \$[50.00].

ISSUE AGE	ANNUAL	ISSUE AGE	ANNUAL
17 and Under	33.94	52	72.34
18	34.44	53	75.33
19	35.48	54	78.34
20	36.50	55	81.34
21	36.81	56	88.55
22	37.11	57	95.75
23	37.58	58	102.96
24	37.88	59	110.15
25	38.35	60	117.36
26	38.81	61	122.56
27	39.27	62	127.75
28	39.73	63	132.96
29	40.19	64	138.15
30	40.81	65	143.35
31	41.43	66	151.17
32	42.04	67	159.00
33	42.66	68	166.82
34	43.27	69	174.65
35	44.04	70	182.48
36	44.81	71	202.51
37	45.58	72	222.54
38	46.51	73	242.56
39	47.28	74	262.60
40	48.20	75	282.63
41	49.28	76	298.05
42	50.20	77	312.51
43	51.28	78	327.91
44	52.51	79	344.72
45	53.75	80	362.96
46	54.98	81	382.87
47	56.36	82	404.43
48	58.32	83	427.64
49	62.33	84	452.52
50	66.33	85 and Over	478.83
51	69.33		

[Quarterly Premium = 0.265 x Annual Premium]
 [Semi-Annual Premium = 0.515 x Annual Premium]

For further information on rates, please call our toll free number: 1-800-328-5433.

DEFINITIONS

[**Administrative Office** means HM Life Insurance Company, PO Box 535061, Pittsburgh, PA 15253-5061.]

Attained Age means the issue age shown in the policy specifications increased by the number of Policy Years elapsed.

Company means HM Life Insurance Company.

Date of Issue means the date this policy is issued. The Date of Issue as shown in the Policy Schedule.

Debt means any unpaid policy loans, unpaid policy loan interest or unpaid premium.

Home Office means HM Life Insurance Company, Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222-3099.

Policy Date means the effective date of coverage as shown in the Policy Schedule and the date from which Policy Anniversaries, Policy Years, Policy Months and premium due dates are determined.

Policy Value means the amount of cash value, less any Debt, available in the policy at any given time.

Policy Year, Policy Anniversary, Policy Month means the date computed from the Policy Date shown in the Policy Schedule. The first Policy Year begins on the policy date. The first Policy Anniversary is the policy date plus one year. The Policy Month begins on the same date in each calendar month as the policy date.

Premium-Paying means the policy is in force and premiums are payable in the future.

We, Our, Us means HM Life Insurance Company.

Written Request means a request in writing on a form satisfactory to us and received at our [Home or Administrative] Office.

You, Your means The Owner as shown in the application, unless subsequently changed as provided for in this policy. The owner may be someone other than the insured.

GENERAL PROVISIONS

The Contract

This policy, any attached riders and the attached application are the entire contract. In the absence of fraud, all statements in the application will be treated as representations and not warranties. No statement will be used to avoid liability under this policy or to defend against a claim under it unless contained in the application.

The policy may not be changed, nor may any of our rights be waived or modified, except in writing signed by Our [President, Vice-President, or Secretary].

Non Participation

This policy is issued at a nonparticipating guaranteed rate and will not share in our earnings or profit.

Misstatement of Age

If the age of the insured has been misstated, We will adjust the amount payable under this policy. It will be the amount of coverage that the premiums paid would have purchased at the insured's correct issue age. This amount will be based on the rates applicable to the policy and in effect on its Date of Issue.

Incontestability

We cannot contest this policy except for nonpayment of premium after it has been in force during the lifetime of the insured for a period of two years from the Date of Issue, except for any rider, which has a separate incontestability clause. This means that We cannot use any misstatement to challenge a claim or avoid liability after that time.

Suicide Exclusion

If the insured dies by suicide within two years from the Date of Issue, the amount We will pay under this policy will be limited to a refund of the premiums paid, less any Debt against the policy.

Owner

The Owner is the insured unless otherwise designated in the application or unless changed as provided under the Change of Owner or Beneficiary provision. The Owner has the exclusive right to exercise all rights and privileges and to receive all benefits under the policy during the lifetime of the insured. If no Owner designated under this policy is living and if the policy does not provide otherwise, then the Owner will be the Executor or Administrator of the estate of the last Owner to die.

Beneficiary

The beneficiary named in the application or in the last beneficiary designation filed with Us will receive the proceeds. If two or more people are named beneficiaries, the proceeds will be paid to the person or persons who are alive when the benefit becomes payable. If more than one beneficiary is alive, the proceeds will be shared equally, unless otherwise specified. If no beneficiary survives the insured, the proceeds will be payable to the Owner or the Owner's estate.

Change of Owner or Beneficiary

You may change the Owner or Beneficiary of this policy at any time during the lifetime of the insured. Changes must be requested in writing on a form satisfactory to Us and sent to Our [Home or Administrative] Office. The change will take effect on the date You signed the request. The change will be subject to any payment made, or actions taken by Us before receiving the request. No change is valid until it is received by Us in our [Home or Administrative] Office.

Assignments

The Owner may assign this policy. Written notice of any assignment must be filed at the [Home or Administrative] Office. Until We receive such notice, We will not be required to take notice of or be responsible for any transfer of interest in this policy by an assignment, agreement or otherwise. We will not be responsible for the validity of any assignment.

Proceeds

Death proceeds payable under this policy will consist of the face amount, or the amount of extended term insurance in effect. Proceeds will be reduced by any Debt. They will also be adjusted by a premium refund or charge as described in the Premium Adjustment provision. We will pay interest on death proceeds paid in a single sum from the date of death to the date of payment. The rate of interest will not be less than the current rate credited on death proceeds left on deposit with us, but in no case less than [3%] a year.

Policy Settlement

1. All amounts payable by us are payable only at our [Home or Administrative] Office.
2. Any Debt will be deducted from the amount payable at settlement. We may require return of the policy.

PAYMENT OF PREMIUMS**Premium Payments**

This contract is made in consideration of the application and the payment of all premiums as provided in this policy. All premiums are payable in advance and are payable at Our [Home or Administrative] Office. Annual premiums and the period for which they are payable are shown in the Policy Schedule. If any premium is not paid as provided in this policy, all liability under this policy will end, except as otherwise provided in this policy. Premiums may be billed [quarterly, semi-annually or annually].

Premium Adjustment

If the insured dies while this policy is in force, We will refund any premium paid beyond the end of the Policy Month of death. We will make a charge for any premium not paid to the end of the Policy Month of death. The refund or charge will be made by an adjustment to the death proceeds.

Grace Period

All premiums should be paid by the due date. For the payment of each premium after the first, We will allow a grace period of 31 days after the due date. This policy will continue in force during the grace period. If the insured dies during the grace period, We will deduct any premium due from the proceeds.

Reinstatement

This policy may be reinstated at any time within five years after default in premium payment. The following conditions must be met:

1. Evidence of insurability satisfactory to Us must be furnished.
2. Payment of any past due premiums with interest at a rate not to exceed 6% compounded annually.
3. Any Debt which existed at the date of default is paid or reinstated. The Debt will be increased by interest at the policy loan rate from the date of default to the date of reinstatement.

The policy cannot be reinstated if it has been surrendered for its cash value.

NON-FORFEITURE PROVISIONS**Automatic Extended Term Insurance**

This benefit will become effective if any premium is not paid by the end of the grace period provided the policy has a net cash value. We will automatically continue this policy in force as non-participating extended term insurance.

1. The amount of extended term insurance will be the face amount of this policy, less any Debt.
2. The extended term insurance will start as of the due date of the premium in default. It will continue for such term as the policy value will purchase as a net single premium at the insured's [attained age] at the date of default. The extended term time periods are shown in the Policy Schedule.

Surrender Value

The surrender value of this policy is the cash value, less Debt. The surrender value is paid in full settlement of our liability under this policy. You may surrender it at any time after premiums have been paid to the date the policy first has a cash value.

1. Surrender will be effective on the date of Your Written Request.
2. We may defer making a surrender payment. We will not defer a payment for more than 6 months after We receive Your Written Request. If We defer a payment for 30 days or more, We will pay interest at a rate no less than [3%] a year for the period the payment is deferred.
3. We may require the policy be delivered to Us before making a surrender payment.

CASH VALUE**General**

Cash values and nonforfeiture values are computed using the Standard Nonforfeiture Value Method, using the Commissioner's 2001 Standard Ordinary Ultimate Mortality Table, Age Last Birthday, Unisex (50% male), Unismoke, using the interest rate shown in the Policy Schedule. We have filed a detailed statement describing the method used to calculate the policy values with the Insurance Department for the state in which this policy is delivered. Cash values and nonforfeiture values will always be greater than or equal to the minimum values required by the jurisdiction in which this policy is delivered.

If this policy is surrendered within 60 days after the due date of an unpaid premium, the cash value will not be less than it was on the due date. Also, the cash value within 30 days after any policy anniversary will not be less than the value on that anniversary.

After the Extended Term nonforfeiture option has been elected, the policy may continue to have nonforfeiture values, equal to the net single premium required to fund the remaining paid-up benefits using the calculation basis described above.

Table of Values

The values shown in the Table of Values in the Policy Schedule apply if all premiums have been paid to the end of the Policy Year specified and there is no Debt.

1. This policy will have a value during the Policy Year for which a value first appears in the Table of Values.
2. All values are greater than or equal to those required by any state statute.
3. We will furnish values for any Policy Year not shown in the Policy Schedule, upon request.

ENDOWMENT PROVISION

If the insured is living and this policy is in force on the anniversary following the attainment of age 100, then we will pay to the owner the face amount of this policy, less any Debt.

POLICY LOAN

General

At any time after the policy is in force and has a cash value You may borrow against it. We will loan You any sum up to the policy's maximum loan value, less any existing Debt. The maximum loan value is that amount which together with interest at the loan interest rate, will equal the cash value as of the next Policy Anniversary or the next premium due date if earlier. However, the maximum loan value cannot exceed the surrender value at the time of calculation. You cannot borrow against the policy if it is in force as Extended Term Insurance.

1. We will make the loan when We receive a Written Request. We reserve the right to inspect or endorse the policy before making the loan.
2. We may defer making a loan for a period not exceeding 6 months after You apply for it.
3. Any premium due when the loan is made will be deducted from the loan amount.
4. The policy will be the sole security for the loan. Lack of endorsement will not indicate that the policy is free of loans.
5. Any interest not paid when due will be added to the loan. Interest is payable on the Policy Anniversary.
6. Any Debt may be repaid in whole or in part at any time while this policy is in force, unless it has been deducted from the Automatic Extended Term Insurance benefit.
7. Both principal and interest are payable at Our [Home or Administrative] Office.
8. When Debt equals or exceeds the maximum loan value this policy will terminate. We will mail notice of termination to the last known address of the insured (or of the person designated to receive such notice) and of any assignee of record at Our [Home or Administrative] Office. This policy will have no value 31 days after We mail this termination notice.

Loan Interest Rate

Interest on the loan accrues each day from the date of the loan and is compounded annually. The loan interest rate is 7.41% in advance, which equals an annual effective rate of 8%.