

SERFF Tracking Number: MCHX-125952464 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 41155
 Company Tracking Number: IPWL - 200 (ED. 08-0)
 TOI: L02I Individual Life - Endowment Sub-TOI: L02I.001 Single Life - Fixed/Indeterminate Premium
 Product Name: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life
 Project Name/Number: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life/IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life

Filing at a Glance

Company: Harleysville Life Insurance Company

Product Name: IPWL - 200 (Ed. 08-08) SERFF Tr Num: MCHX-125952464 State: ArkansasLH

Harleysville Ind Whole Life

TOI: L02I Individual Life - Endowment

SERFF Status: Closed

State Tr Num: 41155

Sub-TOI: L02I.001 Single Life -

Co Tr Num: IPWL - 200 (ED. 08-0)

State Status: Approved-Closed

Fixed/Indeterminate Premium

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: SPI McHughConsulting

Disposition Date: 12/22/2008

Date Submitted: 12/17/2008

Disposition Status: Approved

Implementation Date Requested: 01/15/2009

Implementation Date:

State Filing Description:

General Information

Project Name: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life

Status of Filing in Domicile: Not Filed

Project Number: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Exempt in Domicile State

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 12/22/2008

State Status Changed: 12/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

HARLEYSVILLE LIFE INSURANCE COMPANY

NAIC # 64327, FEIN # 23-1580983

Individual Whole Life Filing

SERFF Tracking Number: MCHX-125952464 State: Arkansas
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Company Tracking Number: IPWL - 200 (Ed. 08-0)
TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate Premium

Product Name: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life
Project Name/Number: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life/IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life

IPWL - 200 (Ed. 08-08) - Individual Whole Life Insurance Policy

IPWL - 200 (Ed. 08-08) - Policy Schedule Pages

IRWL-006 (Ed. 08-08) - Accidental Death Benefit Rider

IRWL-007 (Ed. 08-08) - Guaranteed Insurability Benefit Rider

IRWL-008 (Ed. 08-08) - Payor Benefit Rider

IRWL-009 (Ed. 08-08) - Waiver of Premium Benefit Rider

IRWL-010 (Ed. 08-08) - Aviation Exclusion Rider

Actuarial Memorandum

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

We are attaching the above-captioned filing for your review and approval for Harleysville Life Insurance Company. These forms are new and are not intended to replace any existing forms currently on file with your Department. Policy Form IPWL - 200 (Ed. 08-08) is an individual whole life insurance policy maturing at age 100.

This is not an illustrated product. These forms will be marketed through Harleysville's current distribution system of independent agents. Please refer to the actuarial memorandum for issue age information and further details.

Accidental Death Benefit Rider IRWL-006 (Ed. 08-08) provides for payment of benefits upon the death of the Insured due to accidental bodily injury as described in this Rider.

Guaranteed Insurability Benefit Rider IRWL-007 (Ed. 08-08) allows for the purchase of additional life insurance on the Insured on the option dates as described in this Rider.

Payor Benefit Rider IRWL-008 (Ed. 08-08) provides for waiver of certain premiums when the Payor is totally disabled.

Waiver of Premium Rider IRWL-009 (Ed. 08-08) provides for waiver of certain premiums when the Insured is totally disabled.

Aviation Exclusion Rider IRWL-010 (Ed. 08-08) provides for payment of a limited benefit should the insured's death

<i>SERFF Tracking Number:</i>	<i>MCHX-125952464</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41155</i>
<i>Company Tracking Number:</i>	<i>IPWL - 200 (ED. 08-0</i>		
<i>TOI:</i>	<i>L021 Individual Life - Endowment</i>	<i>Sub-TOI:</i>	<i>L021.001 Single Life - Fixed/Indeterminate Premium</i>
<i>Product Name:</i>	<i>IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life</i>		
<i>Project Name/Number:</i>	<i>IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life/IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life</i>		

result from one of the aviation circumstances outlined in the rider.

These Riders are being filed for use with any approved whole life insurance products that Harleysville Life offers.

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

This filing is exempt in Pennsylvania, Harleysville's domicile state.

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

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

Company and Contact

Filing Contact Information

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

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

Filing Company Information

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

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00

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Retaliatory? No

Fee Explanation:

Per Company: No

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Premium
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Life Insurance Company	\$50.00	12/17/2008	24587712

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/22/2008	12/22/2008

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Disposition

Disposition Date: 12/22/2008

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		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Authorization Letter, Forms Listing		Yes
Supporting Document	Readability Certification		Yes
Form	Whole Life Insurance Policy		Yes
Form	Accidental Death Benefit Rider		Yes
Form	Guaranteed Insurability Benefit Rider		Yes
Form	Payor Benefit Rider		Yes
Form	Waiver of Premium Benefit Rider		Yes
Form	Aviation Exclusion Rider		Yes

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Form Schedule

Lead Form Number: IPWL - 200 (Ed. 08-08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IPWL - 200 (Ed. 08-08)	Policy/Cont	Whole Life Insurance Initial ract/Fratern Policy Certificate	Initial		62	IPWL - 200 (Ed_ 08-08).PDF
	IRWL-006 (Ed. 08-08)	Certificate	Accidental Death Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53	IRWL-006 (Ed_ 08-08).PDF
	IRWL-007 (Ed. 08-08)	Certificate	Guaranteed Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57	IRWL-007 (Ed_ 08-08).PDF
	IRWL-008 (Ed. 08-08)	Certificate	Payor Benefit Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57	IRWL-008 (Ed_ 08-08).PDF
	IRWL-009 (Ed. 08-08)	Certificate	Waiver of Premium Amendmen t, Insert Page, Endorseme nt or Rider	Initial		54	IRWL-009 (Ed_ 08-08).PDF
	IRWL-010 (Ed. 08-08)	Certificate	Aviation Exclusion Amendmen t, Insert	Initial		63	IRWL-010 (Ed_ 08-08).PDF

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TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate
Premium

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Page,
Endorseme
nt or Rider



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

Thank you for choosing Harleysville Life Insurance Company.

For Inquiries, Information and Resolution of Complaints, please call: [1-800-222-1981]

We will pay the Death Benefit Proceeds to the Beneficiary if the Insured dies prior to the Maturity Date and while this Policy is In Force. Payment will be made after We receive Proof of the Insured's death. All payments are governed by the provisions of this Policy.

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

TWENTY DAY RIGHT TO EXAMINE POLICY

We urge You to examine this Policy closely. If, for any reason within twenty days after receiving this Policy, You are not satisfied, You may return it to Us at Our Home Office, to the agent from whom you purchased this Policy or to any of Our agents. Return of the Policy will void the Policy from the beginning. We will refund to You any premium paid.

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

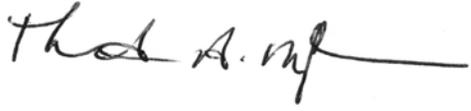
Your Policy is nonparticipating, and therefore, we will not pay dividends on Your Policy from Our surplus or profits.

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

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

[]

[Robert A. Kauffman]
Director and Secretary

[]

[Theodore A. Majewski]
President and Chief Operating Officer

WHOLE LIFE INSURANCE POLICY

Death Benefit payable at death of Insured prior to the Maturity Date.

Premiums payable as stated on Policy Schedule.

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

NONPARTICIPATING (No Dividends Payable)

READ YOUR POLICY CAREFULLY

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

POLICY SCHEDULE

DESCRIPTION OF BENEFITS	AMOUNT OF ANNUAL PREMIUM *	NUMBER OF YEARS PAYABLE
WHOLE LIFE INSURANCE		
STANDARD PREMIUM	[151.70]	[65] YEARS
[WAIVER OF PREMIUM]	[18.10]	[25] YEARS
[\$10,000 ACCIDENTAL DEATH]	[11.00]	[30] YEARS
[GUARANTEED INSURABILITY]	[16.00]	[5] YEARS
[PAYOR BENEFIT]	[1.20]	[15] YEARS

END OF SCHEDULE

THE FIRST PREMIUM OF \$ [196.80] IS DUE ON OR BEFORE THE DATE OF ISSUE.
IT IS PAYABLE BY THE [ANNUAL] MODE OF PREMIUM PAYMENT.

YOU MUST PAY THE PREMIUMS FOR EACH BENEFIT LISTED ABOVE FOR THE NUMBER OF YEARS SHOWN OR UNTIL THE INSURED DIES. THE DATE OF ISSUE AND THE ISSUE AGE OF THE POLICY APPLY TO EACH BENEFIT UNLESS WE STATE OTHERWISE.

* ANNUAL PREMIUMS ARE SHOWN.

INTEREST RATES

Maximum Loan Interest Rate charged on Loan Amount - 8.00% in arrears
Interest Rate on Death Benefits - subject to state regulation in effect at time of death
Reinstatement Interest Rate on overdue premiums - 6.00% compound interest
Reinstatement Interest Rate on Indebtedness - 6.00%

INSURED	[WL TEST POLICY - BASIC]	DEATH BENEFIT	[\$10,000]
ISSUE AGE	[35]	PREMIUM CLASS	[NONTOBACCO]
GENDER	[MALE]		
POLICY NUMBER	[999999]	DATE OF ISSUE	[9/1/2008]
		EFFECTIVE DATE OF SCHEDULE	[9/1/2008]
		MATURITY DATE	[9/1/2073]

BENEFICIARY AND OWNER AS STATED IN THE APPLICATION UNLESS CHANGED AS PROVIDED FOR IN THE POLICY.

POLICY SCHEDULE (CONTINUED)
TABLE OF VALUES

Cash Values and amounts of Paid-Up Life Insurance are shown below. They are based on a Policy with Death Benefit of \$1,000 without any Indebtedness. If the Death Benefit is greater than \$1,000, the Cash Value and Paid-Up Life Insurance will increase in direct proportion. The period of Extended Term Insurance is also shown. It is the same for any Death Benefit. We have assumed that annual premiums have been paid at the start of each Policy Year. The Age used below is the Issue Age shown on Page 3.

	[Male]	[35]	Extended Term	
<u>End of</u> <u>Year</u>	<u>Cash or Loan</u> <u>Value (\$)</u>	<u>Paid-Up Life</u> <u>Insurance (\$)</u>	<u>Insurance</u> <u>Years</u>	<u>Days</u>
1	[0.00	0.00	0	0
2	0.00	0.00	0	0
3	4.52	28.01	3	179
4	13.20	78.24	8	175
5	22.20	125.93	12	152
6	31.54	171.27	15	108
7	41.23	214.38	17	149
8	51.28	255.39	19	19
9	61.70	294.42	20	96
10	72.48	331.50	21	71
11	83.61	366.68	21	345
12	95.09	400.06	22	202
13	106.91	431.70	23	9
14	119.09	461.75	23	127
15	131.67	490.37	23	202
16	144.68	517.69	23	245
17	158.13	543.78	23	263
18	172.01	568.64	23	259
19	186.31	592.32	23	234
20	201.04	614.91	23	193
AGE [65]	366.19	785.70	20	169]

Basis of Computation: Cash or Loan Values and Paid-Up Life Insurance are computed using the Standard Nonforfeiture Method with interest at [5.00%] per annum in accordance with the Commissioners' 2001 Standard Ordinary Select and Ultimate Mortality Table. The period of Extended Term Insurance is computed using the Standard Nonforfeiture Method with interest at [5.00%] per annum in accordance with the Commissioners' 2001 Standard Ordinary Ultimate Mortality Table.

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

OPTION 1 - INTEREST ONLY: Minimum Interest Rate 2.00%

OPTION 2 - INCOME FOR SPECIFIED PERIOD:

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

OPTION 3 - LIFE INCOME * :

----- LIFE INCOME WITH 10 YEARS CERTAIN -----

----- LIFE INCOME ONLY -----

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

* Rates for ages not shown are available upon request.

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

DEFINITIONS

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

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

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

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

DEFAULT - Any premium not paid when due will be in Default.

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

IN FORCE - The Insured's life remains insured under the Policy.

IN FULL FORCE - Your Policy in In Force and no unpaid premium is more than 30 days overdue.

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

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

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

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

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

PREMIUM CLASS – The Premium Class of Your Policy is established according to its rating at issue. For policies in a rated Premium Class, the Premium Class varies by the type and amount of the rating.

PROCEEDS - The amount We will pay under the terms of Your Policy if the Insured dies.

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

WE, OUR, US - Harleysville Life Insurance Company.

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

GENERAL PROVISIONS

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

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

INCONTESTABILITY - Except for nonpayment of premium, We will not contest this Policy after it has been In Force during the lifetime of the Insured for two years from its Date of Issue or Reinstatement. However, this provision will not apply to any supplemental benefit which has a separate incontestability provision.

SUICIDE - If the Insured commits suicide, while sane or insane, within two years from the Date of Issue, We will limit our payment to the premiums paid prior to death, less any Indebtedness.

OWNERSHIP AND BENEFICIARY - This Policy belongs to You. Unless You provide Notice To Us, You exercise all rights and privileges in Your Policy while the Insured is living. If You are not the Insured and You die, Your estate will be the Owner unless otherwise provided.

The Beneficiary is named in the application, unless a later change is shown in Our records. We will pay the Proceeds to the Beneficiary. If You have not named a Beneficiary or the Beneficiary is not alive, You or Your estate will be the Beneficiary.

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

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

MISSTATEMENT OF AGE OR GENDER - If there is an error in the Age or Gender of the Insured, the Death Benefit shall be adjusted to the amount which would have been purchased at the correct Age or Gender, based on the rates in effect on the Date of Issue. We shall not make any retrospective recalculations to the Cash Value or Surrender Value.

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

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

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

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

POLICY PROVISIONS

DEATH BENEFIT - We will pay the Death Benefit shown on the Policy Schedule, less any Indebtedness, to the Beneficiary as soon as we receive Proof that the Insured has died while this Policy is In Force. The Death Benefit will include the part of any premium paid for the period after the date of death.

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

PREMIUMS - You must pay Us each premium when due for the amount and for the mode shown on the Policy Schedule. You must pay all premiums on or before the first day of the mode. You may pay Us at our Home Office or pay one of Our authorized agents. We will send You a receipt if You request one.

You may change the mode of premium payment subject to the following:

1. You must send a Notice To Us before the Grace Period expires for payment of any premium.
2. A premium must fall due on every Policy Anniversary.
3. We must make the change based on Our rates and rules in effect on the Date of Issue.
4. The mode of payment requested must be available at the time of request.

GRACE PERIOD - We will grant You a Grace Period of 30 days to pay any premium in Default. At least 30 days prior to Termination of coverage, We will send a written notice to You at the last known address We have for You. During the Grace Period, Your Policy will remain In Full Force. If the needed premium is not received by Us within the Grace Period, Your Policy will terminate except as provided under the Settlement Options section of this Policy. If death occurs during the Grace Period, the unpaid premium will be deducted from the Death Benefit. The Grace Period does not apply to the first premium due.

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

1. on the Date You request it by providing Notice To Us; or
2. when the Insured dies; or
3. when the Policy reaches its Maturity Date; or
4. when the Indebtedness on Your Policy equals or exceeds the Cash Value in accordance with the Loan Repayment Provision; or
5. when the Policy lapses.

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

REINSTATEMENT - If You do not pay a premium and Your Policy lapses, the Policy will be reinstated if the following conditions are met:

1. You must send a Notice To Us requesting Reinstatement to Our Home Office within five years after the due date of the first unpaid premium.
2. You must show Us that the Insured is still insurable according to Our rules.
3. You must pay all overdue premiums plus interest at the rate shown on the Policy Schedule on these premiums to the date of Reinstatement.
4. You must reinstate or repay at the interest rate shown on the Policy Schedule any Indebtedness which existed on this Policy when it lapsed.
5. The Net Cash Value has not been paid.

POLICY VALUES

CASH VALUE – This Policy has Cash Values. Cash Values at the end of selected policy years are shown in the Policy Schedule. We have assumed that You have paid a full annual premium for each year and that there is no Indebtedness. We will send You values for years not shown if You provide Notice To Us. The basis for determining the Cash Value is explained in the Basis of Computation section. For 30 days after the due date of a premium in Default, Your Cash Value remains the same as it was on that date.

NET CASH VALUE - The Net Cash Value is the Cash Value less Indebtedness if no premium is in Default for more than 30 days. After a premium has been in Default for more than 30 days, the Net Cash Value is the Cash Value of the Extended Term Insurance or Paid-Up Life Insurance In Force less any Indebtedness.

NONFORFEITURE PROVISIONS - If You stop making premium payments, You can select one of the options shown below. However, Your Policy must have a Net Cash Value and You must provide Notice To Us within 60 days after the date on which the unpaid premium was due. The available options are as follows:

1. **Cash Surrender**- You can surrender Your Policy for its Net Cash Value. The insurance will then terminate.
2. **Extended Term Insurance** - This option is available only if Your Policy is in the standard Premium Class. You can continue Your Policy as Extended Term Insurance for an amount equal to the Death Benefit less any Indebtedness. We will use the Net Cash Value as a net single premium to buy term insurance for this amount for as long a period as possible. In buying this insurance, We will use the Age of the Insured on the date of Default. The term of this insurance will begin on the date of Default.
3. **Paid-Up Life Insurance** - You can continue Your Policy as Paid-Up Life Insurance. We will use the Net Cash Value as a net single premium to buy Paid-Up Life Insurance for as much insurance as possible. In buying this insurance, We will use the Age of the Insured on the date of Default.

If You stop making premium payments, We will automatically convert Your Policy to Paid-Up Life Insurance if Your Policy is in a rated Premium Class.

If You do not select an option within 60 days, We will convert Your Policy to Extended Term Insurance. If this is not possible, We will convert Your Policy to Paid-Up Life Insurance.

SURRENDER - You may Surrender this Policy on any Date during the lifetime of the Insured and before the Maturity Date by providing Notice To Us. The amount payable on Surrender of this Policy will be the Net Cash Value. If Your Policy is being continued as Extended Term Insurance or Paid-Up Life Insurance, You may Surrender it for its Net Cash Value. This Net Cash Value will be paid in cash or under an elected optional mode of settlement.

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

We reserve the right to defer the payment of the Net Cash Value for the period permitted by law, but not for more than six months after receipt of Your Notice to Us requesting Surrender.

POLICY LOANS PROVISION

POLICY LOANS - You may take a Policy Loan if Your Policy has sufficient Net Cash Value. Your Policy cannot be In Force as Extended Term Insurance when a loan is made. You must complete a form satisfactory to Us. This form will assign the Policy to Us as sole security for the Loan. The most We will lend You is the Net Cash Value on the next Policy Anniversary assuming no future premium payments, minus interest on the Loan to the next Policy Anniversary.

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

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

AUTOMATIC PREMIUM LOANS - We will automatically pay a premium not paid before the end of the Grace Period by a Loan made on the security of Your Policy provided:

1. You have elected the Automatic Premium Loan in Your application or by giving Notice To Us at Our Home Office before the premium due date.
2. The amount of the loan cannot exceed the Loan Value at that time.
3. We will charge interest on the loan from the due date of the premium.

If the loan value is too small to pay the premium due, the Nonforfeiture Provisions will apply. You may cancel this Provision at any time by giving Notice To Us at Our Home Office.

LOAN VALUE - If Your Policy is In Full Force, the Loan Value available is equal to the Cash Value on the next Policy Anniversary, less 1, 2, and 3 below:

1. Loan Interest to the end of this period;
2. any unpaid premium for this period;
3. Indebtedness from loans previously made on the security of Your Policy.

This loan value will apply if Your Policy is In Force as Paid-Up Life Insurance.

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

LOAN REPAYMENT - You may repay all or part of a loan at any time while the Insured is alive and the Policy is In Full Force. However, if the Policy is In Force as Paid-Up Life Insurance, the amount of any loan that may be repaid is limited to any Indebtedness incurred after the Policy was continued as Paid-Up Life Insurance.

BASIS OF COMPUTATION

Cash Values are computed by the Standard Nonforfeiture Method. The Mortality Table and the rate of interest used to determine values are stated in the Basis Of Computation provided within the Table of Values on the Policy Schedule. All values, present values, and net single premiums in this Policy are based on:

1. Age Last Birthday;
2. The assumption that deaths occur throughout the Policy year; and
3. The exclusion of any Benefit Riders.

Cash or Loan Values, Paid-Up Life Insurance and Extended Term Insurance are shown in the Table of Values on the Policy Schedule.

During any Policy year, we will calculate the amount of Cash Value and Paid-Up Life Insurance and the period of Extended Term Insurance so as to allow for the lapse of time and the payment of any fractional premiums.

All values equal or exceed those required by law in the state in which this Policy is delivered. We have filed a detailed statement of the method of computing values with insurance supervisory officials of that state.

If supplementary benefits are attached to Your Policy, they will not change the values of this Policy, unless we have stated otherwise in the benefit.

SETTLEMENT OPTIONS

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

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

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

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

DESCRIPTION OF SETTLEMENT OPTIONS

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

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

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

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

Under Option 1, the Withdrawal Value will be any unpaid balance of proceeds plus any accrued interest.

Under Option 2, the Withdrawal Value will be the commuted value of any payments not yet paid. We will calculate this value at an annual rate of interest shown on the Policy Schedule.

Under Option 3, there are no withdrawal privileges.

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

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

REQUEST FOR ALTERNATE PAYMENT - The payee may request another form of payment by providing Notice To Us. However, We must approve this request.

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

HARLEYSVILLE LIFE INSURANCE COMPANY

WHOLE LIFE INSURANCE POLICY

Death Benefit payable at death of Insured prior to the Maturity Date.

Premiums payable as stated on Policy Schedule.

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

NONPARTICIPATING (No Dividends Payable)

HARLEYSVILLE LIFE INSURANCE COMPANY

Harleysville, Pennsylvania 19438

ACCIDENTAL DEATH BENEFIT RIDER

Attached to and made part of this Policy.

We will pay to the Beneficiary the Accidental Death Benefit shown on the Policy Schedule. This is in addition to any other amount payable under this Policy. Payment of this benefit is subject to the following:

1. Death of the Insured must result from accidental bodily injury. It must result directly and independently of all other causes.
2. Death must be within 90 days after the date of injury.
3. This Policy and this benefit must be In Full Force when the Insured dies.
4. Death must occur before the Policy Anniversary following the Insured's 65th birthday.

You must give Us due Proof of the death of the Insured. This benefit is subject to the terms and conditions of this Policy and this Rider.

DEFINITION OF ACCIDENTAL BODILY INJURY – Accidental Bodily Injury means:

1. Accidental drowning; or
2. Bodily injury. Evidence of such an injury is either of (a) a visible contusion or wound on the exterior of the body, or (b) internal injuries revealed by an autopsy.

We have the right to examine the body of the Insured and make an autopsy, unless forbidden by law.

EXCLUSIONS FROM COVERAGE – We will not pay this benefit if the death of the Insured results directly or indirectly, entirely or partly, from:

1. Suicide, or attempted suicide, while sane or insane.
2. Any drug (except that prescribed or administered by a doctor for accidental bodily injury), poison, gas or fumes voluntarily administered, absorbed or inhaled.
3. Physical or mental infirmity or disease. This does not include bacterial infections which occur at the same time or are a result of accidental bodily injury.
4. Medical or surgical treatment for any kind of disease.
5. The commission of, or attempt to commit, an assault or felony.
6. Travel, flight in, or descent from any kind of aircraft in which the Insured:
 - a. is a pilot or other crew member;
 - b. has duties relating to the aircraft or flight;
 - c. is aboard for a purpose requiring descent from such aircraft while it is in flight.
7. Travel, flight in, or descent from any kind of aircraft that is being used for training, instruction, testing, or experimental purposes.
8. Insurrection, war or any act of war.
9. Service in the armed forces of any country(ies) or international organization engaged in war.

War means declared or undeclared war. War also means resistance to armed aggression.

PREMIUM – The premium for this benefit is shown on the Policy Schedule of this Policy. No premiums are payable for this benefit after it terminates.

INCONTESTABILITY – The incontestability provision of this Policy does not apply to this benefit.

TERMINATION – This benefit will terminate at the earliest of:

1. The Policy Anniversary following the Insured's 65th birthday.
2. The maturity, expiry, surrender or lapse of the Policy or termination as stated in Your Policy. Termination will occur even if the Policy stays In Force as Extended Term or Paid-Up Life Insurance.
3. The premium due date after We receive Your written request for termination. You must present Your Policy for endorsement.

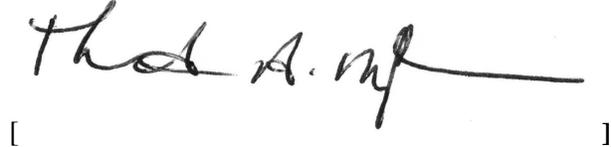
GENERAL PROVISIONS - This benefit is issued in consideration of: (a) the application for this Policy and this benefit; (b) the payment of the additional premium shown on the Policy Schedule.

The Date of Issue of this benefit is the Date of Issue of the Policy, unless another date is shown on Your Policy Schedule.

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



[Robert A. Kauffman]
Director and Secretary



[Theodore A. Majewski]
President and Chief Operating Officer

HARLEYSVILLE LIFE INSURANCE COMPANY
Harleysville, Pennsylvania 19438

GUARANTEED INSURABILITY BENEFIT RIDER

Attached to and made part of this Policy.

We will permit the purchase of additional insurance on the life of the Insured. You can purchase this insurance only on the Option Dates shown below. This Policy and this benefit must be In Full Force at such time. This benefit is subject to the terms and conditions of this Policy and this Rider.

The Option Dates are:

1. Regular Option Dates – The Policy Anniversary following the Insured's 25th, 28th, 31st, 34th, 37th and 40th birthdays.
2. Alternate Option Dates – The 90th day after each of the following events. The event must occur before this Policy or this benefit terminates. It must occur before the Policy Anniversary following the Insured's 40th birthday.
 - a. Marriage of the Insured.
 - b. Live birth of a child of the Insured.
 - c. Legal adoption by the Insured of a child less than 18 years old.
 - d. Purchase by the Insured of property which includes his private residence. The amount of the mortgage on the property must at least equal the amount of this benefit.

If You purchase additional insurance on an Alternate Option Date, Your right to purchase insurance on the next available Regular Option Date is cancelled.

The amount of insurance that can be purchased on an Option Date will be the amount of this benefit shown on the Policy Schedule of this policy.

MULTIPLE BIRTHS OR ADOPTIONS – In the event of a multiple birth or adoption, the amount of insurance that You can purchase on an Alternate Option Date will be 2 times the amount of this benefit.

ADDITIONAL POLICY – Any Policy of additional insurance purchased as a result of an Option is subject to the following conditions:

1. Written application for the additional insurance must be sent to Us by You and the Insured (if You are not the Insured). It must be submitted to Our Home Office on the Option Date or within 60 days before such Option Date. Payment of the full first premium must accompany the application. If insurance is purchased on an Alternate Option Date, You must send Us Proof of the event which gave rise to such date.
2. The Date of Issue of the additional insurance will be the Option Date on which it was purchased. This insurance will be effective on such Option Date if the Insured is living on that date.
3. The additional insurance will be on an individual permanent life plan that is available at the time You purchase this insurance. The amount of insurance allowed under the new Policy is subject to Our rules. The premium rate for the new Policy will be calculated at the Insured's age last birthday on the Option Date. The new Policy will be in the same Premium Class and will be subject to the same limitations of risk as this Policy.
4. A waiver of premium or accidental death benefit may be included in the additional Policy only with Our consent and subject to Our requirements.

EXERCISE OF OPTION – Exercise of an Option is subject to the following:

1. The written consent of both You and the Insured, (if different), is required to exercise the Option.
2. The right to purchase additional insurance on an Option Date will expire if not exercised on that date. However, this will not cancel Your right to exercise an Option on the next available Option Date.

AUTOMATIC TERM INSURANCE – If the Insured dies during an Interim Term Period, We will pay an additional Death Benefit to the Beneficiary of this Policy. An Interim Term Period begins on the date of an event which gives rise to an Alternate Option Date. The Insured must be living when the event occurs. Proof of the event must be sent to Us. The Interim Term Period ends on the day preceding such Alternate Option Date. The amount of the additional Death Benefit will equal the maximum amount of additional insurance which could have been purchased under this benefit. This additional Death Benefit will be payable in the same manner as any other Death Benefit under this Policy. This Policy must be In Full Force at the time of the Insured’s death. Due Proof of such death must be sent to Us.

PREMIUM – The premium for this benefit is shown on the Policy Schedule of this Policy. No premiums are payable for this benefit after it terminates.

TERMINATION – This benefit will terminate at the earliest of:

1. The Policy Anniversary following the Insured’s 40th birthday.
2. The maturity, expiry, surrender or lapse of the Policy or termination as stated in Your Policy. This applies even if the Policy stays In Force as any form of Extended Term or Paid-Up Life Insurance.
3. The premium due date after We receive Your written request for termination. You must present Your Policy for endorsement.

REINSTATEMENT – After Default in premium payment, this Policy and this benefit can be reinstated. However, any Option Date which occurred during the period of Default will not be reinstated.

GENERAL PROVISIONS – This benefit is issued in consideration of: (a) the application for this Policy and this benefit; (b) the payment of the additional premium shown on the Policy Schedule.

The Date of Issue of this benefit is the Date of Issue of the Policy, unless another date is shown on Your Policy Schedule.

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



[Robert A. Kauffman]
Director and Secretary



[Theodore A. Majewski]
President and Chief Operating Officer

HARLEYSVILLE LIFE INSURANCE COMPANY

Harleysville, Pennsylvania 19438

PAYOR BENEFIT RIDER

We will waive the payment of premiums which fall due before the Policy Anniversary following the Insured's 25th birthday, and which fall due either:

1. After the death of the Payor. This Policy and this benefit must be In Full Force when death occurs.
2. While the Payor is totally disabled. Disability must begin before the Policy Anniversary following the Payor's 60th birthday; and the Payor must have been continuously disabled for 6 months. This Policy and this benefit must be In Full Force when disability begins.

This benefit is subject to the terms and conditions of this Policy and Rider.

Any premium We waive will be determined by the mode of payment in effect when total disability began. We will not waive any premium which was due more than 1 year before We received written notice of claim. This condition will be waived if You show that notice was given as soon as was reasonably possible.

We will refund any premium which is paid to Us and later waived under this benefit.

PAYOR – The Payor is named in the application for this benefit.

DEFINITION OF TOTAL DISABILITY – Total disability will mean either:

1. The inability of the Payor, due to injury or sickness, to engage in any gainful occupation suited to his/her education, training or experience; or
2. The total and unrecoverable loss of:
 - a. the sight of both eyes; or
 - b. the use of both hands or both feet; or
 - c. the use of one hand and one foot.

DISABILITIES NOT COVERED – We will not waive premiums if total disability resulted, directly or indirectly, entirely or partly from:

1. Intentionally self-inflicted injury.
2. Attempted suicide, while sane or insane.
3. Service in the armed forces of a country at war. War means declared or undeclared war. War also means resistance to armed aggression.

NOTICE AND PROOF OF CLAIM – We must receive written notice of claim and Proof of total disability. This must be done while the Payor is alive and while total disability continues. If You fail to give notice and Proof within that time We will not necessarily reject or reduce Your claim. In this event, You must show that notice was given as soon as was reasonably possible.

We may require, at reasonable intervals, Proof that total disability continues. However, after the first 2 years of such disability, We will not ask for Proof more than once a year. We may require, as Proof, an examination of the Payor by a medical examiner of Our choice.

PREMIUMS – The premium for this benefit is shown on the Policy Schedule of this Policy. No premiums are payable for this benefit after it terminates.

INCONTESTABILITY – Unless You do not pay the premium, We will not contest this benefit after it has been In Force during the lifetime of the Payor for 2 years from its Date of Issue.

SUICIDE – If the Payor commits suicide, while sane or insane, within 2 years from the Date of Issue of this benefit, We will limit Our payment to a refund of the premiums paid for this benefit. This benefit will terminate at that time.

MISSTATEMENT OF AGE – If the Age of the Payor is incorrect, We will adjust any benefits to those which the premiums paid for this benefit would have purchased at the correct Age.

TERMINATION – This benefit will terminate at the earliest of:

1. The Policy Anniversary following the 25th birthday of the Insured named in the Policy.
2. The maturity, expiry, surrender or lapse of the Policy or termination as stated in Your Policy. This applies even if the Policy stays In Force as any form of Extended Term or Paid-Up Life Insurance.
3. The premium due date after We receive Your written request for termination. You must present Your Policy for endorsement.

GENERAL PROVISIONS – This benefit is issued in consideration of: (a) the application for this Policy and this benefit; (b) the payment of the additional premium shown on the Policy Schedule.

Waiving a premium will not reduce any amount payable under this Policy.

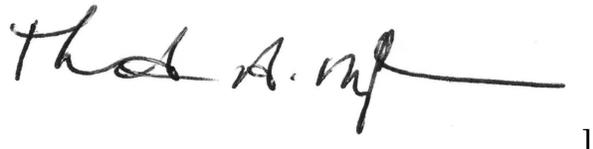
If total disability begins during the grace period of a premium in default, You must pay Us this premium.

The Date of Issue of this benefit is the Date of Issue of the Policy, unless another date is shown on Your Policy Schedule.

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



[Robert A. Kauffman]
Director and Secretary



[Theodore A. Majewski]
President and Chief Operating Officer

HARLEYSVILLE LIFE INSURANCE COMPANY

Harleysville, Pennsylvania 19438

WAIVER OF PREMIUM BENEFIT RIDER

Attached to and made part of this Policy.

If the Insured is totally disabled, We will waive the payment of premiums due while disability continues. Disability must begin before the Policy Anniversary following the Insured's 60th birthday. The Insured must have been continuously disabled for 6 months. This Policy and this benefit must be In Full Force when disability begins.

This benefit is subject to the terms and conditions of this Policy and this Rider.

Any premium We waive will be determined by the mode of payment in effect when total disability began. We will not waive any premium which was due more than 1 year before We received written notice of claim. This condition will be waived if You show that notice was given as soon as reasonably possible.

We will refund any premium which is paid to Us and later waived under this benefit.

DEFINITION OF TOTAL DISABILITY – Total disability will mean either:

1. The inability of the Insured, due to injury or sickness, to engage in any gainful occupation suited to his/her education, training or experience; or
2. The total and unrecoverable loss of:
 - a. the sight of both eyes; or
 - b. the use of both hands or both feet; or
 - c. the use of one hand and one foot.

DISABILITIES NOT COVERED – We will not waive premiums if total disability resulted, directly or indirectly, entirely or partly, from:

1. Intentionally self-inflicted injury;
2. Attempted suicide, while sane or insane;
3. Service in the armed forces of a country at war. War means declared or undeclared war. War also means resistance to armed aggression.

NOTICE AND PROOF OF CLAIM – We must receive written notice of claim and Proof of total disability. This must be done while the Insured is alive and while total disability continues. If You fail to give notice and Proof within that time, We will not necessarily reject or reduce Your claim. In this event, You must show that notice was given as soon as was reasonably possible.

We may require, at reasonable intervals, Proof that total disability continues. However, after the first 2 years of such disability, We will not ask for Proof more than once a year.

We may require, as Proof, an examination of the Insured by a medical examiner of Our choice.

PREMIUMS - The premium for this benefit is shown on the Policy Schedule of this Policy. No premiums are payable for this benefit after it terminates.

INCONTESTABILITY – Unless You do not pay the premium, We will not contest this benefit after it has been In Force during the lifetime of the Insured for 2 years from its Date of Issue.

TERMINATION – This benefit will terminate at the earliest of:

1. The Policy Anniversary following the Insured's 60th birthday. We will not terminate this benefit, however, if any waiver of premium benefit was being granted due to the total disability of the Insured which began before such anniversary.
2. The maturity, expiry, surrender, or lapse of the Policy or termination as stated in Your Policy. This applies even if the Policy stays In Force as any form of Extended Term or Paid-Up Life Insurance.
3. The premium due date after We receive Your written request for termination. You must present Your Policy for endorsement.

GENERAL PROVISIONS – This benefit is issued in consideration of: (a) the application for this Policy and this benefit; (b) the payment of the additional premium shown on the Policy Schedule.

Waiving a premium will not reduce any amount payable under this Policy.

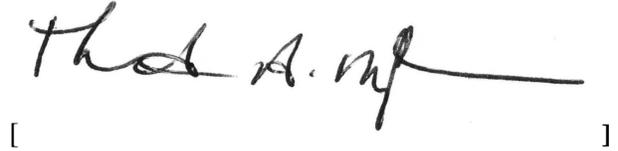
If total disability begins during the grace period of a premium in Default, You must pay Us this premium.

The Date of Issue of this benefit is the Date of Issue of the Policy, unless another date is shown on Your Policy Schedule.

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



[Robert A. Kauffman]
Director and Secretary



[Theodore A. Majewski]
President and Chief Operating Officer

HARLEYSVILLE LIFE INSURANCE COMPANY

Harleysville, Pennsylvania 19438

AVIATION EXCLUSION RIDER

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

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

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

The Limited Benefit will be:

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

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

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

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

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

These Provisions will also apply to:

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

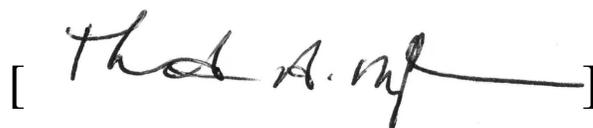
TERMINATION – This rider terminates:

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

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



[Robert A. Kauffman]
Director and Secretary



[Theodore A. Majewski]
President and Chief Operating Officer

SERFF Tracking Number: MCHX-125952464 *State:* Arkansas
Filing Company: Harleysville Life Insurance Company *State Tracking Number:* 41155
Company Tracking Number: IPWL - 200 (ED. 08-0
TOI: L021 Individual Life - Endowment *Sub-TOI:* L021.001 Single Life - Fixed/Indeterminate
Premium
Product Name: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life
Project Name/Number: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life/IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-125952464 State: Arkansas
Filing Company: Harleysville Life Insurance Company State Tracking Number: 41155
Company Tracking Number: IPWL - 200 (ED. 08-0)
TOI: L021 Individual Life - Endowment Sub-TOI: L021.001 Single Life - Fixed/Indeterminate Premium
Product Name: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life
Project Name/Number: IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life/IPWL - 200 (Ed. 08-08) Harleysville Ind Whole Life

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 12/17/2008

Comments:

Attachments:

Certification of Compliance with Regulation 19.PDF
Certification of Compliance with Regulation 49.PDF

Review Status:
Satisfied -Name: Application 12/17/2008

Comments:

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

Review Status:
Satisfied -Name: Cover Letter 12/17/2008

Comments:

Attachment:

Cover Letter.PDF

Review Status:
Satisfied -Name: Authorization Letter, Forms Listing 12/17/2008

Comments:

Attachments:

Authorization Letter.PDF
Forms Listing.PDF

Review Status:
Satisfied -Name: Readability Certification 12/17/2008

Comments:

Attachment:

Readability Certification.PDF

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: **HARLEYSVILLE LIFE INSURANCE COMPANY**

Form Number(s): IPWL-200 (Ed. 08-08)
IRWL-006 (Ed. 08-08)
IRWL-007 (Ed. 08-08)
IRWL-008 (Ed. 08-08)
IRWL-009 (Ed. 08-09)
IRWL-010 (Ed. 08-08)

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



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

12/09/08

Date

CERTIFICATE OF COMPLIANCE

Insurer: Harleysville Life Insurance Company

Form Numbers: IPWL-200 (Ed. 08-08)
IRWL-006 (Ed. 08-08)
IRWL-007 (Ed. 08-08)
IRWL-008 (Ed. 08-08)
IRWL-009 (Ed. 08-08)
IRWL-010 (Ed. 08-08)

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



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

12/09/08

Date

.....
McHugh Consulting Resources, Inc.

December 17, 2008

Submitted via SERFF

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

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

Individual Whole Life Filing

- IPWL - 200 (Ed. 08-08) – Individual Whole Life Insurance Policy
- IPWL - 200 (Ed. 08-08) – Policy Schedule Pages
- IRWL-006 (Ed. 08-08) – Accidental Death Benefit Rider
- IRWL-007 (Ed. 08-08) – Guaranteed Insurability Benefit Rider
- IRWL-008 (Ed. 08-08) – Payor Benefit Rider
- IRWL-009 (Ed. 08-08) – Waiver of Premium Benefit Rider
- IRWL-010 (Ed. 08-08) – Aviation Exclusion Rider
- Actuarial Memorandum

Dear Commissioner Bowman:

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

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

Policy Form IPWL - 200 (Ed. 08-08) is an individual whole life insurance policy maturing at age 100.

This is not an illustrated product. These forms will be marketed through Harleysville's current distribution system of independent agents. Please refer to the actuarial memorandum for issue age information and further details.

Accidental Death Benefit Rider IRWL-006 (Ed. 08-08) provides for payment of benefits upon the death of the Insured due to accidental bodily injury as described in this Rider.

Guaranteed Insurability Benefit Rider IRWL-007 (Ed. 08-08) allows for the purchase of additional life insurance on the Insured on the option dates as described in this Rider.

Arkansas Department of Insurance
Harleysville Life Insurance Company
12/17/2008

Payor Benefit Rider IRWL-008 (Ed. 08-08) provides for waiver of certain premiums when the Payor is totally disabled.

Waiver of Premium Rider IRWL-009 (Ed. 08-08) provides for waiver of certain premiums when the Insured is totally disabled.

Aviation Exclusion Rider IRWL-010 (Ed. 08-08) provides for payment of a limited benefit should the insured's death result from one of the aviation circumstances outlined in the rider.

These Riders are being filed for use with any approved whole life insurance products that Harleysville Life offers.

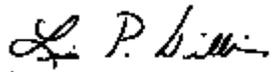
Application Form LFOA-115 (Ed. 05-04) will be used in conjunction with this product and has been previously approved by your Department on 7/9/04.

This filing is exempt in Pennsylvania, Harleysville's domicile state.

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

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

Very truly yours,

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

Lisa P. Williams, FLMI
Consultant

Attachments

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

Tel 800.222.1981
215.513.6400
Fax 215.513.6410



September 30, 2008

NAIC Company Code: 64327

Re: See Attached Forms Listing

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

Sincerely,

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

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

HARLEYSVILLE LIFE INSURANCE COMPANY

WHOLE LIFE INSURANCE POLICY

FORMS LISTING

FORM NUMBER

FORM NAME

IPWL - 200 (Ed. 08-08)

Whole Life Insurance Policy

IRWL-006 (Ed. 08-08)

Accidental Death Benefit Rider

IRWL-007 (Ed. 08-08)

Guaranteed Insurability Benefit Rider

IRWL-008 (Ed. 08-08)

Payor Benefit Rider

IRWL-009 (Ed. 08-08)

Waiver of Premium Benefit Rider

IRWL-010 (Ed. 08-08)

Aviation Exclusion Rider

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Harleysville Life Insurance Company

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

Form Number	Score
IPWL-200 (Ed. 08-08)	62
IRWL-006 (Ed. 08-08)	53
IRWL-007 (Ed. 08-08)	57
IRWL-008 (Ed. 08-08)	57
IRWL-009 (Ed. 08-08)	54
IRWL-010 (Ed. 08-08)	63



Signed: _____
Name: Theodore A. Majewski
Title: President and Chief Operating Officer

Date: 12/09/08