

SERFF Tracking Number: STAR-125904769 State: Arkansas
Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: ValueLife Gold
Project Name/Number: /32-001

Filing at a Glance

Company: Starmount Life Insurance Company

Product Name: ValueLife Gold

TOI: L071 Individual Life - Whole

Sub-TOI: L071.101 Fixed/Indeterminate
Premium - Single Life

Filing Type: Form

SERFF Tr Num: STAR-125904769 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40990

Co Tr Num:

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Authors: Belle Lucas, Natka Varisco Disposition Date: 12/05/2008

Date Submitted: 12/01/2008

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name:

Project Number: 32-001

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/05/2008

State Status Changed: 12/05/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

We are pleased to file the above referenced forms for your review and approval. The policy and application were previously approved on January 26, 2008.

APPLICATION CHANGES:

The policy benefit amounts have changed. We now offer the following amounts:

SERFF Tracking Number: STAR-125904769 State: Arkansas
Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: ValueLife Gold
Project Name/Number: /32-001

\$100,000, \$75,000, \$50,000, \$40,000, \$25,000, \$20,000, \$10,000, \$5,000

Question Section:

Question No. 2: "Ulcer" has been removed from the list of disorders named.

Language has been added to the Authorization section:

- The applicant may now give its authorized representative the right to receive copies of medical records.
- HIV and AID status is now included with drug and alcohol abuse and mental illness as information that may be protected by government regulation.
- "From the date of signature" has been added to further clarify the expiration date of the authorization.

POLICY CHANGES:

Page 5

Limits on Our Contesting the Policy

The word "reinstatement" has been removed. The sentence now reads "To do so, the misrepresentation must have been made in the application and a copy of the application must have been attached to the policy."

Your Right to Reinstate this Policy

In the first sentence of the paragraph the word "net" has been added. It now reads "Unless you have surrendered this policy for its net cash value..."

"In the reinstatement application" has been added to the last sentence. The sentence now reads "We can contest the validity of this policy or deny a claim for any material misrepresentation in the reinstatement application during the first two years following reinstatement."

Page 6

SERFF Tracking Number: STAR-125904769 State: Arkansas
Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: ValueLife Gold
Project Name/Number: /32-001

Your Right to Surrender This Policy for Cash

"We refer to the cash value, after deduction of the loan and loan interest, as the net cash value" has been added to provision. It is now the second sentence of the paragraph.

Page 7

Automatic Loan Option

"At the end of this period, the policy will terminate 31 days after we send you written notice" has been removed from the provision.

Paid-Up Insurance

In the second paragraph of the provision the word net has been added before cash. The sentences now read:
The table of guaranteed policy values shows how much paid-up insurance would be provided if the net cash value were used as a net single premium at the end of certain policy years. The net cash value determines how much insurance would actually be provided.

Page 8

Extended Term Insurance

The word net has been added in front of the word cash.

Unless Page 3 shows that the premium class is substandard, you can use the net cash value to buy extended term insurance.

The table of guaranteed policy values shows how long this term insurance would continue if the net cash value were used as a single premium at the end of certain policy years.

Starmount Life will continue to market the policy in Arkansas on a direct response basis. Starmount Life will buy lists of recent mail order purchasers, use third party inserts, place the application on our website, seek referrals from friends and/or family members of current insureds and use any other methods of direct marketing that the company may subsequently develop. At this time Starmount Life has no plans to market this policy through agents.

SERFF Tracking Number: STAR-125904769 State: Arkansas
 Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: ValueLife Gold
 Project Name/Number: /32-001

Company and Contact

Filing Contact Information

Natka Varisco, compliance specialist
 7800 Office Park Blvd.
 Baton Rouge, LA 70809

natkav@starmountlife.com
 (225) 926-2888 [Phone]
 (225) 610-1419[FAX]

Filing Company Information

Starmount Life Insurance Company
 7800 Office Park Boulevard
 Baton Rouge, LA 70809
 (225) 926-2888 ext. [Phone]

CoCode: 68985
 Group Code: 68985
 Group Name:
 FEIN Number: 72-0977315

State of Domicile: Louisiana
 Company Type:
 State ID Number:

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Starmount Life Insurance Company	\$50.00	12/01/2008	24215848

SERFF Tracking Number: STAR-125904769 State: Arkansas
Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: ValueLife Gold
Project Name/Number: /32-001

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/05/2008	12/05/2008

SERFF Tracking Number: STAR-125904769 *State:* Arkansas
Filing Company: Starmount Life Insurance Company *State Tracking Number:* 40990
Company Tracking Number:
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: ValueLife Gold
Project Name/Number: /32-001

Disposition

Disposition Date: 12/05/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: STAR-125904769 State: Arkansas
 Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: ValueLife Gold
 Project Name/Number: /32-001

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Application		Yes
Form	ValueLife Gold Application		Yes

SERFF Tracking Number: STAR-125904769 State: Arkansas
 Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: ValueLife Gold
 Project Name/Number: /32-001

Form Schedule

Lead Form Number: 32-001

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	32-001 APP	Application/ Enrollment Form	Application	Revised	Replaced Form #: Previous Filing #:	42	Gold App_STD_R GN 4.pdf
	32-001-AR	Policy/Cont ract/Fratern al Certificate	ValueLife Gold Application	Revised	Replaced Form #: Previous Filing #:	54	32-001 policy-11-08 revision.pdf

For Modified Whole Life Insurance Policy Form No. 32-001; Accidental Death Rider Form No. 97005

STARMOUNT LIFE INSURANCE CO. • The Starmount Building • Box 98100 • Baton Rouge, LA 70898-9100 • 1-888-729-5433 • www.SayLife.com

Main Insured Information

Date of Birth _____ Sex M F
Month Day Year

Height (Ft. In.) _____ Weight (Lbs.) _____

Home Phone (required) (_____) _____

Work or Cell Phone (_____) _____

Are you employed? Yes No Occupation /Duties (If self-employed, explain) _____

Doctor or Clinic (Full Name) _____ Doctor is located in: City _____ State _____

Beneficiary (If none listed, cash will go to your estate.) _____ Relationship _____

I wish to apply for insurance in the amount of:

- \$100,000 \$75,000 \$50,000 \$40,000 \$25,000 \$20,000 \$10,000 \$5,000

Spouse Information (if to be insured) Please print.

Name _____ Date of Birth _____ Sex M F
Month Day Year

Height (Ft. In.) _____ Weight (Lbs.) _____ Home Phone (required) (_____) _____ Work or Cell Phone (_____) _____

Are you employed? Yes No Occupation /Duties (If self-employed, explain) _____

Doctor or Clinic (Full Name) _____ Doctor is located in: City _____ State _____

Beneficiary (If none listed, cash will go to your estate.) _____ Relationship _____

I wish to apply for insurance in the amount of:

- \$100,000 \$75,000 \$50,000 \$40,000 \$25,000 \$20,000 \$10,000 \$5,000

Indicate Method of Payment

Enclose just 1¢ for your first month's cost and check appropriate boxes below.

Deduct future payments from my checking account automatically. Starmount prefers this method of payment. (Enclose a blank check with CANCELLED written across the face.)

Charge future payments to: VISA MasterCard Credit Card # _____ Exp. Date: ____/____ (mm/yy)

Bill me direct for future payments. (There is a \$1 charge each month if direct billing is monthly. Billing is free if every 3 months or annually, or by credit card or check draft.)

I want to pay: Annually (5% discount for annual payment) Every 3 months Monthly. (We recommend annually or every 3 months.)

Check one: ADD ACCIDENTAL DEATH CASH OPTION FOR: Double Benefits Triple Benefits Not interested.

Please Answer These Questions:

Main Insured

Spouse

- 1. Have you had or been advised to have any medical or surgical examination or treatment for any disorder, injury or sickness during the past two years, or do you now have any impairment, disorder or disease? (If yes, please explain.) _____ Yes No Yes No
2. Have you ever (in MO, in the past 10 years): had high blood pressure; cancer; a tumor; diabetes; asthma; a stroke; any disease or disorder of the kidneys, heart, blood, lungs, liver; tested positive for exposure (in MO, have you been positively diagnosed or treated for) to the HIV (Human Immunodeficiency Virus) infection or been diagnosed as having ARC (AIDS Related Complex) or AIDS (Acquired Immune Deficiency Syndrome) caused by the HIV infection; mental disease or disorder, Alzheimer's or other dementia; or been treated for alcoholism or a drug habit by a medical professional, or taken illegal drugs; been ticketed for DWI or DUI or had a felony conviction? (If yes, circle applicable ones and explain.) _____ Yes No Yes No
3. Have you had an application for life or health insurance rated, postponed, or modified? (If yes, circle applicable ones.) _____ Yes No Yes No
4. Do you have any existing insurance policies or contracts this would replace or change? _____ Yes No Yes No
5. Have you smoked, chewed or used tobacco in the last 24 months? _____ Yes No Yes No
If you are a cigarette smoker, do you smoke more than 2 packs per day? _____ Yes No

I have read the above questions and declare the answers are complete and true. I agree the answers will form a part of the policy and the insurance will not be in force until this application has been approved by the company and the policy issued and delivered to me when I am in the same health condition as described above, and the first premium paid. However, in Kansas, the insurance in force will be limited to \$1,000 and will be in force upon receipt of an application and a premium by the company. (See back for exclusions and limitations.)

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic, or other medical related facility, insurance company, the Medical Information Bureau or other organization or person that has any record of me, my health, or any member of my family, to give Starmount Life Insurance Company, my legal representative for medical records receipt, or its reinsurers any such information. This includes knowledge about drug abuse, alcoholism or mental illness, and HIV (Human Immunodeficiency Virus) and/or AIDS (Acquired Immune Deficiency Syndrome) status. Although information about drug or alcohol abuse, mental illness, and HIV and/or AIDS status may be protected by government regulation, I allow Starmount to collect it to determine insurability. I understand I (or my authorized representative) am entitled to a copy of the information obtained; that this authorization will expire in 30 months from the date of signature (in KS and OK, in 24 months), but can be revoked at any time with the applicant's written notification. This information will be used to determine insurability. I understand that I (or my authorized representative) am entitled to receive a copy of this authorization form. A photo copy is as valid as the original. I am also aware that the records may be subject to re-disclosure by the recipient. 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. (See back for state-specific fraud statements.)

X _____ Date _____ X _____ Date _____
Signature (Main Insured) Spouse's Signature (if to be insured)

Send me _____ more applications for friends and relatives. (For Company Use) Authorized Agent: _____ † See your policy for state specific guarantees.

Limitations On Coverage:

Benefits paid for death by suicide during the first two years this policy is in effect (except in MO) are limited to the return of premiums paid. Policy benefits are based on statements made on the application. Any material misrepresentation may result in the cancellation of coverage or denial of a claim during the two years following policy issue or reinstatement. Misrepresentation of insured's age or sex will result in benefits being adjusted to properly reflect actual age or sex. The company cannot contest the policy after it has been in effect during the insured's life for two years from the policy date or reinstatement date.

Accidental Death Option's Exclusions:

The above limitations are the only life insurance exceptions. There are no others. If you also choose the accidental death option, possible exclusions are: Suicide; illness or disease; medical or surgical treatment; inhalation of poison gas; riding in or descent from any kind of aircraft except as a fare-paying passenger in a regularly scheduled commercial aircraft operated by a licensed pilot; war; committing an assault, felony, participation in a riot or being engaged in an illegal occupation; participation in sky or skin diving, auto or motorcycle racing, or hang gliding; participation in full-time active duty or reserve duty for more than 30 days in any Armed Forces; injuries received while intoxicated or while under the influence of a controlled substance; homicide, except for law enforcement officers receiving injuries while on duty; bodily injury due to the act of another provoked by the insured; injuries received from an accident that happened before this rider was in force. PLEASE SEE YOUR POLICY FOR EXCLUSIONS SPECIFIC TO YOUR STATE.

Medical Information Bureau Disclosure Notice:

Information regarding your insurability will be treated as confidential. Starmount Life, or its reinsurers, may, however, make a brief report to the Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of the Bureau's information office is Post Office Box 105, Essex Station, Boston, Massachusetts 02112, telephone number (617) 426-3660.

Starmount Life or its reinsurers, may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

Fraud Statements:

For residents of Kansas: 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 may be guilty of a crime as determined by a court of law.

For residents of Arkansas and Louisiana: 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 crime and may be subject to fines and confinement in prison.



Starmount Life Insurance Company

Post Office Box 98100
7800 Office Park Boulevard
Baton Rouge, LA 70898-9100

A STOCK LIFE INSURANCE COMPANY

Starmount Life Insurance Company will pay the proceeds of this policy to the beneficiary upon receiving due proof of the insured's death.

90-Day right to examine this policy --- You have the right to cancel this policy within 90 days after you receive it. To cancel, mail or return the policy to our home office or to the agent who sold it. The policy will be treated as if it had not been issued and any premium paid will be returned.

Please read your policy carefully! This policy is a legal contract between Starmount Life Insurance Company and the owner.



Chairman



Secretary

Indeterminate Premium Whole Life Insurance

- Proceeds payable at the insured's death
- Premiums due for the premium period shown on Page 3
- Coverage convertible on or before the conversion date shown on Page 3
- Does not participate in dividends
- Premiums subject to change as described on page 6

Call toll free 1-888-729-5433 to present inquiries or to obtain information about coverage and to obtain assistance in resolving complaints.

Contents

Contents	Page	WHERE TO FIND INFORMATION	Page
The Parties in This Policy	4	Assignment	4
General Provisions	4	Beneficiary	4
How to Pay for Your Policy	5	• How to Change the Beneficiary	
Non-Participating	6	Claims of Creditors	8
Cash Values	6	Contesting the Policy	5
Proceeds	8	Contingent Owner	4
		Converting this Policy	
		When & How to Convert This Policy	9
Options of Settlement	9	• Date of Issue and Premium Rates for Your New Policy	3
		Face Amount	3
		Grace Period	5
		Income Protection	12
		Insured	4
		Irrevocable Beneficiary	4
		Misstatement of Age or Sex	5
		Non-Participating	6
		Options at Settlement	9
		• How to Select an Option	9
		Owner	4
		Policy Dates	4
		Premium Amount	3
		Premium Payments	
		• How to Change Your Payment Frequency	5
		Premium Rates	3
		Proceeds	8
		• How to Claim Proceeds	8
		Suicide	8

Starmount Life Insurance Company, Inc. The Starmount Building * 7800 Office Park Boulevard * Baton Rouge, LA 70809-7603 *
 Post Office Drawer 98100 * Baton Rouge, LA 70898-9100 (225)926-2888 Fax (225)926-6292 www.StarmountLife.com

STARMOUNT LIFE INSURANCE COMPANY

OWNER: [John Doe]
BENEFICIARY: [Mary Doe]
PREMIUM CLASS: [Standard]
CONVERSION DATE: [December 1, 2016]
TERMINATION DATE: [December 1, 2069]

BENEFITS AND PREMIUMS:

	BENEFIT PERIOD	PREMIUM PERIOD	*INITIAL MONTHLY PREMIUM	*INITIAL ANNUAL PREMIUM
FORM # 32-001	Life	Life	\$15.00	\$180.00

*The initial premiums are guaranteed for the first year. See pages 13 and 14 for subsequent premiums and guaranteed maximum premiums.

VALUATION BASIS: Commissioner's 2001 Standard Ordinary Ultimate Mortality Table, sex distinct, smoker distinct, Age Last Birthday with Interest at 4%

CASH VALUE AND NONFORFEITURE BASIS: Commissioner's 2001 Standard Ordinary Ultimate Mortality Table, Sex Distinct, Smoker Distinct, Age Last Birthday with interest at 5%

Monthly premiums under \$10.00 will be billed quarterly.

INSURED: [John Doe] POLICY NUMBER: 12345678
AGE AND SEX: [57 Male] FACE AMOUNT: [\$20,000]
SMOKING STATUS: [Non-smoker] POLICY ISSUE DATE: [December 1, 2006]
DATE OF BIRTH: [November 10, 1949]

THE PARTIES IN THIS POLICY

The Parties

In this policy, the word **We** refers to **Starmount Life Insurance Company**. **You** means the owner of the policy named on page three (3).

We have issued this policy to you on the life of the **Insured** named on Page 3. As the owner, you can exercise the rights described in this policy.

If you are not the insured, you can name a **Contingent Owner**. The contingent owner would be the party to whom ownership of this policy would pass if you die before the insured. If there is no contingent owner, ownership would pass to your estate.

You have the right to name a **Beneficiary**. The beneficiary is the party who is to receive the proceeds payable at the insured's death. The beneficiary is named on Page 3.

You can name any beneficiary to be an **Irrevocable Beneficiary**. An irrevocable beneficiary is a beneficiary whose consent is required before you can:

- change the beneficiary under this policy;
- reduce or terminate the irrevocable beneficiary's right to the proceeds;
- transfer ownership of the policy or assign it; or
- exercise any other policy right that may reduce the proceeds.

Your Right to Change The Beneficiary

During the insured's life, you have the right to change the beneficiary other than an irrevocable beneficiary.

How to Change The Beneficiary. Send a signed, written notice of the change on a form satisfactory to us to our home office. When we receive the notice, the change will take effect as of the date you signed it. The changes will not affect any payout we make before receiving and recording the notice.

Your Right to Assign This Policy

You can assign (transfer) your rights under this policy as security for a loan or for other reasons. This does not change the ownership of this policy, but your rights and any beneficiary's rights are subject to the terms of the assignment.

The assignment is not binding on us until we receive and record a copy at our home office. We are not responsible for the validity of the assignment.

GENERAL PROVISIONS

Policy Dates

Premium due dates and policy months, years, and anniversaries are measured from the policy issue date shown on Page 3.

The Contract

The entire contract consists of this policy and the attached application and any riders or endorsements. We have issued this policy to you in exchange for the application and the payment of premiums. No agent shall have the power or authority to waive, change, or alter any of the terms or

conditions of any policy; except that the terms or conditions may be changed by an endorsement or rider signed by a duly authorized officer of the insurer.

Legal Action

Limitation for taking any legal action on this contract shall be five (5) years.

Limits on Our Contesting the Policy

We rely on all statements made in the application. Legally, these statements are considered to be representations and not warranties. We can contest the validity of this policy or deny a claim for suicide or for any material misrepresentation. To do so, the misrepresentation must have been made in the application and a copy of the application must have been attached to this policy.

We cannot contest the validity of this policy after it has been in effect during the insured's life for two years from the policy issue date or reinstatement date. We cannot contest the validity of a disability or accidental death benefit rider for one year from the issue date or reinstatement date. This does not prevent us from legally terminating the policy if premiums are not paid.

Misstatement of Age or Sex or Smoking Status

The policy benefits are based on the insured's age and sex and smoking status as shown in the application. If the age, sex or smoking status has been misstated, the amount of any benefit will be what the premiums paid would have bought at the correct age, sex or smoking status at the rates in effect on the policy issue date.

Other Insurance with This Insurer

The maximum insurance any one person may have with Starmount Life Insurance Company is a total of \$250,000 on one or more policies.

Change of Plan

You may exchange this policy for another plan of insurance; however, this is subject to our approval and to such requirements that we specify.

HOW TO PAY FOR YOUR POLICY

When and Where to Pay Premiums

We provide insurance coverage in return for premium payments. The amount of the total annual premium is shown on Page 3.

This policy will go into effect when the required premium is paid and the policy is delivered during the lifetime and continued insurability of the insured. Payments can be made annually, semi-annually, quarterly, or monthly. Payments other than annual must not be less than the minimum we allow. During the insured's life, each premium is due on or before the due date for the premium period shown on Page 3.

How to Change Your Payment Frequency. Write to our home office to request the change. All premiums due after we approve your request will be billed on the new schedule.

All premiums after the first shall be payable in advance at our home office.

Grace Period After Each Premium Due Date

After the first premium has been paid, this policy will stay in effect for 31 days after each premium due date. These 31 days are called the **grace period**. If the insured dies during a grace period, any premium then due will be subtracted from the proceeds.

Premium Unpaid at the End of the Grace Period

If a premium is not paid by the end of its grace period, the policy will terminate as of the premium due date. However, coverage can be continued if there is sufficient cash value. This is explained in Cash Values.

Your Right to Reinstate This Policy

Unless you have surrendered this policy for its **net** cash value, which is defined in Cash Values, you may be allowed to reinstate the original coverage provided by this policy. We will consider reinstatement during the insured's life within three (3) years after the due date of the first unpaid premium. We can contest the validity of this policy or deny a claim for any material misrepresentation **in the reinstatement application** during the first two (2) years following reinstatement.

How to Reinstate Coverage.

You must apply in writing and provide proof satisfactory to us that the insured is still insurable. All unpaid premiums must be paid with interest at 6% per year.

Premium Rates

The insured's **premium class** is shown on Page 3.

Premium Change Provision

The current premiums and the guaranteed maximum premiums are shown on pages 13 through 14. The current premium, as shown on Page 3, will be charged for the first policy year. Premiums can be increased or decreased in years 2-10, but not above the guaranteed premiums. Any adjustment in the current premium will be by class, and will be based on expectations of future investment earnings, mortality, persistency and expenses. In years eleven and later, the premium will not change. Any such change in premiums will be applied uniformly by

- issue age and sex.
- premium class.
- amount of insurance, and/or
- the number of years the policy has been in force.

We will not change your policy premium or your premium class because of a change in your health.

NON-PARTICIPATING

This policy will not share in our surplus earnings; therefore, dividends will not be paid on this policy.

CASH VALUES AND NON-FORFEITURE OPTIONS

Cash Values and Non-forfeiture Values

Cash Values and Non-forfeiture Values are computed using the Standard Non-forfeiture Value Method, using the Commissioner's 2001 Standard Ordinary Ultimate Mortality table, Age at Last Birthday, Sex Distinct, Smoker Distinct and the interest rate shown on page 3. The values meet the requirements of the jurisdiction in which this policy is delivered. You have the right to surrender this policy for its cash value as described below. We have filed a detailed statement of the method used to calculate the policy values with the insurance department where the policy is delivered. Cash Values will be equal to or greater than the minimum Cash Values required by the jurisdiction in which this policy is delivered.

Your Right to Surrender This Policy for Cash

You may surrender this policy for its cash value by:

- completing a form satisfactory to us;
- returning this policy to us.

We will deduct any outstanding loan and loan interest from the payment. **We refer to the cash value, after deduction of the loan and loan interest, as the net cash value.** 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. After surrender, you have no further rights under this policy. We may delay paying the cash value for up to six months.

If a premium is not paid by the end of the 31 day grace period, this policy will terminate as of the premium due date unless the cash value can be used to keep it in effect.

If the cash value is sufficient, we will use it as a single premium at the insured's attained age to continue the policy either as paid-up life insurance or extended term insurance.

These two types of insurance are explained below. Either will begin at the end of the grace period.

YOUR RIGHT TO BORROW MONEY

You may borrow money from us by completing a loan agreement satisfactory to us. The only security we require for the loan is your policy's cash value.

Formatted: Not Highlight

Here is how we determine the maximum amount you may borrow:

- First we determine your policy's cash value as of the next premium due date. If premiums have been paid beyond the next policy anniversary or if no further premiums are due, we determine the cash value as of the next policy anniversary.
- Then we subtract any premiums due and interest in advance to the next policy anniversary.

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

Formatted: Not Highlight

Formatted: Space After: 0 pt

Deleted: ¶

Formatted: Not Highlight

On each policy anniversary, interest is due in advance to the next policy anniversary. Any interest not paid when due becomes part of the loan and bears interest at the same rate.

Repaying Policy Debt. Policy debt may be repaid in part or in full at any time during the insured's life while this policy is in effect. If at any time policy debt should reduce the net cash value below zero, this policy will terminate 31 days after we send written notice to you and any assignee.

Automatic Premium Loan Option. If this option is in effect, we will automatically make a loan to cover the unpaid premium at the end of the 31 day grace period. If there is not enough net cash value to cover the premium then due, we will continue this policy for the period that the amount of net cash value will cover.

How to Apply for the Option. You can apply for the automatic premium loan option by requesting it in writing to our home office on a form satisfactory to us. But we must receive your request before the end of the grace period for an unpaid premium. You can cancel the option at any time.

CONTINUING THIS POLICY UNDER THE NON-FORFEITURE OPTIONS

Paid-Up Insurance

You can use the cash value to buy life insurance for which no further premiums are due which will remain in force until the Termination Date shown on Page 3. This paid-up insurance is payable at the insured's death under the conditions of this policy.

The table of guaranteed policy values shows how much paid-up insurance would be provided if the net cash value were used as a net single premium at the end of certain policy years. The net cash value determines how much insurance would actually be provided. The interest rate and mortality table used in the calculations are described in the previous section.

Paid-up insurance is for a level amount. By **level**, we mean that the amount of insurance remains the same from year to year.

Extended Term Insurance

This is a level amount of insurance for a limited period of time. Unless Page 3 shows that the premium class is substandard, you can use the **net** cash value to buy extended term insurance. The amount of extended term insurance for any period will be this policy's face amount. The interest rate and mortality table used in the calculations are described in the previous section.

The table of guaranteed policy values shows how long this term insurance would continue if the **net** cash value were used as a single premium at the end of certain policy years.

After the reduced paid-up or extended term option has been elected the policy may continue to have non-forfeiture values. In these situations, the remaining value equals the net single premium required to fund the remaining paid-up benefits. The calculation basis is shown on page 15.

Benefit Riders Do Not Apply. Any benefit riders attached to this policy will terminate when extended term insurance or reduced paid-up insurance goes into effect.

PROCEEDS

Payout of the Proceeds

The amount of insurance which is the face amount on page 3 of this policy will be paid to the beneficiary if the policy is in force on the date of the insured's death. If the insured survives to age 120, we will pay the face amount, and the policy will terminate.

If there is no beneficiary living at the time of the insured's death, the face amount will be payable to your estate. The face amount will be paid in a single sum unless applied as explained under **Options at Settlement**.

How to Claim Payment. We must receive the policy and due proof of the death of the insured. This proof must show that the insured died while this policy was in effect and prior to, but not on, the termination date. Interest will be paid until such time as the claim is settled in accordance with all applicable state statutes.

Amount of the Payment

To calculate the amount of the payment, we add:

- the amount of insurance which is the face amount shown on page 3, currently in effect under this policy on the insured's life;
- any insurance on the insured's life provided by any benefit riders in effect;
- the refund of any premium paid for a period beyond the policy month of the insured's death.

From the above total, we subtract:

- any unpaid premiums for coverage through the policy month of the insured's death
- any policy debt

Any premiums waived under a benefit rider will not be added to or subtracted from the payment. We will pay the face amount as soon as possible after receiving due proof of death.

Suicide

If the insured commits suicide, while sane or insane, within two years from the policy issue date, the only proceeds payable will be the premiums paid less any policy debt.

Deleted: ¶

Claims of Creditors

The face amount of this policy will be paid free from creditors' claims to the extent allowed by law.

Deleted: ¶

YOUR RIGHT TO CONVERT THIS POLICY

When and How to Convert This Policy

During the first ten years, you may convert (exchange) this policy to any level premium whole life or endowment plan of insurance then issued by us. We will not require you to submit proof of insurability. However, the following conditions must be met:

- conversion must occur on or before the conversion date shown on Page 3; and
- this policy must be in effect.

The amount of insurance provided by the new policy must be:

- equal to or less than the amount of insurance provided by this policy on the date of conversion; and
- subject to the issue limits for the plan of insurance requested.

In no event may the amount of insurance provided by the new policy be less than \$5,000.00. The premium rates for the new policy will be based on the insured's premium class for this policy, as shown on Page 3.

How to Convert Your Policy. You may convert this policy by sending it to us along with the initial premium for the new policy and a written request on a form satisfactory to us.

Policy Date and Premium Rates For Your New Policy

The benefits provided by this policy will terminate on the date of conversion.

- Your new policy will be dated as of the date of conversion of this policy; and
- The premium rate for the new policy will be the rate then charged by us at the insured's attained age.

OPTIONS AT SETTLEMENT

Options at settlement provide alternate ways in which payout of proceeds can be made. If an option is selected, the policy must be returned to us. Unless selections are shown in the application for this policy, we will attach an endorsement explaining the method of settlement selected.

Availability of Options

All or part of the proceeds may be applied under any option. If this policy is assigned, amounts due the assignee will be paid in one lump sum.

How to Select an Option. To select an option, a written request satisfactory to us must be received at our home office. You may select any option during the insured's lifetime. If the option has not been selected before the insured dies, the beneficiary may select an option.

Options for any amount payable to an association, corporation, partnership or fiduciary are available with our consent.

Minimum Amounts

If the amount to be applied under any option for any one person is less than \$2,000.00, we may pay that amount in one sum instead. If the payouts under any option come to less than \$200.00 each, we have the right to make payouts at less frequent intervals. If the total payout for a year would be less than \$200.00, we can make one final payout and end the option.

Description of Settlement Options

Our options are described below in terms of monthly payouts. Quarterly, semi-annual, or annual payouts may be requested instead and will be determined in a way that is consistent with monthly payouts.

Option 1 – Income for Fixed Period. Equal monthly payouts will be made for any period selected, up to 30 years. The amount of each payout depends on the total amount applied and the period selected. The monthly payout rates are shown in the Option 1 table below.

Option 1 Table

Minimum monthly payout rates for each \$1,000 applied

Years	Monthly Payout	Years	Monthly Payout
1	\$84.47	16	6.53
2	42.86	17	6.23
3	28.99	18	5.96
4	22.06	19	5.73
5	17.91	20	5.51
6	15.14	21	5.32
7	13.16	22	5.15
8	11.68	23	4.99
9	10.53	24	4.84
10	9.61	25	4.71
11	8.86	26	4.59
12	8.24	27	4.47
13	7.71	28	4.37
14	7.26	29	4.27
15	6.87	30	4.18

For quarterly payout, multiply by 2.99. for semi-annual payout, multiply by 5.96. for annual payout, multiply by 11.84.

Option 2 – Lifetime Income With Payouts for a Guaranteed Period. Equal monthly payouts are based on the life of a named person. Payouts will continue for the lifetime of that person. We will make payouts for the selected guaranteed period and for as long after that as the named person lives.

Option 2 Table

Monthly payout rates for each \$1,000 applied

Male	Female	10 Years	15 Years	20 Years	Male	Female	10 Years	15 Years	20 Years
0-15	0-19	2.97	2.97	2.97	51	55	4.54	4.46	4.34
16	20	2.99	2.98	2.98	52	56	4.64	4.55	4.41
17	21	3.00	3.00	3.00	53	57	4.74	4.63	4.48
18	22	3.02	3.02	3.02	54	58	4.84	4.72	4.55
19	23	3.04	3.04	3.04	55	59	4.95	4.82	4.61
20	24	3.07	3.06	3.06	56	60	5.07	4.91	4.68
21	25	3.09	3.09	3.08	57	61	5.19	5.01	4.75
22	26	3.11	3.11	3.11	58	62	5.32	5.11	4.82
23	27	3.14	3.13	3.13	59	63	5.45	5.21	4.89
24	28	3.16	3.16	3.15	60	64	5.59	5.32	4.95
25	29	3.19	3.18	3.18	61	65	5.74	5.42	5.02
26	30	3.21	3.21	3.21	62	66	5.89	5.53	5.08
27	31	3.24	3.24	3.23	63	67	6.05	5.64	5.13
28	32	3.27	3.27	3.26	64	68	6.22	5.74	5.19
29	33	3.30	3.30	3.29	65	69	6.39	5.85	5.24
30	34	3.34	3.33	3.32	66	70	6.56	5.95	5.28
31	35	3.37	3.37	3.36	67	71	6.74	6.06	5.32
32	36	3.41	3.40	3.39	68	72	6.93	6.12	5.36
33	37	3.44	3.44	3.43	69	73	7.12	6.25	5.39
34	38	3.48	3.48	3.46	70	74	7.31	6.33	5.42
35	39	3.53	3.52	3.50	71	75	7.50	6.42	5.44
36	40	3.57	3.56	3.54	72	76	7.70	6.49	5.46
37	41	3.61	3.60	3.58	73	77	7.89	6.56	5.47
38	42	3.66	3.65	3.62	74	78	8.07	6.62	5.49
39	43	3.71	3.69	3.67	75	79	8.25	6.67	5.49
40	44	3.76	3.74	3.72	76	80	8.43	6.72	5.50
41	45	3.82	3.80	3.76	77	81	8.59	6.75	5.50
42	46	3.87	3.85	3.81	78	82	8.75	6.78	5.51
43	47	3.94	3.91	3.87	79	83	8.89	6.81	5.51
44	48	4.00	3.97	3.92	80	84	9.02	6.83	5.51
45	49	4.07	4.03	3.97	81	85-UP	9.13	6.84	5.51
46	50	4.14	4.10	4.03	82		9.23	6.85	5.51
47	51	4.21	4.16	4.09	83		9.32	6.86	5.51
48	52	4.29	4.23	4.15	84		9.39	6.86	5.51
49	53	4.37	4.31	4.21	85-UP		9.45	6.87	5.51
50	54	4.45	4.38	4.28					

Monthly payout rates for ages not shown will be given on request. Monthly payout rates for ages over 85 will be the same as the rates for age 85. For quarterly payout, multiply by 2.99. For semi-annual payout, multiply by 5.96. for annual payout, multiply by 11.84.

Option 3 – Interest Payout. Under this option, proceeds are left with us to earn interest at an annual rate of not less than 3%. Interest payouts can be made for the life of the person named to receive payouts.

Option 4 – Fixed Amount Payout. Each monthly payout will be for an agreed fixed amount. The total amount paid for each year must be at least \$60.00 for each \$1,000.00 applied. Interest will be credited at a rate of 3% per year and added to the unpaid balance. Payouts continue until the amount we hold runs out. The last payout will be for the balance only.

Effective Date and Payout Dates

The effective date of an option is the date of the insured's death.

The first payout is due on the effective date, except the first payout under Option 3 is due one payout period later. All payout dates will fall on the same day as the first one. No partial payouts will be made.

Withdrawal and Changes

If provided in the option selection, the following rights will be available:

- Under Option 3, all or part of the unpaid balance may be withdrawn or applied under any other option. The minimum amount that may be withdrawn is \$500.00.
- Under Options 1 and 4, the commuted value of future payouts may be withdrawn or applied under any other option. We discuss commuted value below. The commuted value of future guaranteed payouts under Option 2 may not be withdrawn.

We may delay any payout of any withdrawal for up to six months. Interest at the rate in effect for the option during this period will be paid on the amount withdrawn.

Payouts After Death

If the person entitled to the payout dies, the following rights will be available:

- Under Options 1, 2, and 4, the future guaranteed payouts may be continued to an alternate person named to receive payout. If no such alternate person survives, the commuted value of the future guaranteed payouts will be paid in one lump sum.
- Under Option 3, any balance of the proceeds remaining will be paid in one lump sum.

Commuted Value

When commuting the payouts under Options 1, 2, and 4, we include interest from the effective date of the option to the date of each payout. If future payouts are withdrawn or paid early, we must deduct the amount of interest included for the period after withdrawal or early payout. The commuted value of future payouts is the sum of those payouts, less the interest from the date of each future payout. The interest rate originally used in computing the settlement option will be the rate used to determine the commuted value.

Interest

The amounts guaranteed under Options 1, 2, 3, and 4 are based on an interest rate of 3% per year. We may declare extra interest for any year. However, no extra interest will be paid under Option 2.

Income Protection

The settlement payout and any withdrawal will be paid free from creditor's claims to the extent allowed by law. No payout and no amount held under an option can be commuted and taken in advance of its payout date, unless the owner's written consent is given before the insured dies. Neither the owner nor any person entitled to the payout may assign any payor.

Rider Values Not Included

Unless the rider states otherwise, the benefits provided by a rider are not included in our calculations of values under this policy.

Reserves

The reserve for this policy is the amount of money which must be held and invested to promote for future guaranteed benefits under the policy. The reserves are calculated using the Commissioner's Valuation Method based on the Commissioner's 2001 Standard Ordinary Mortality Table, Age at Last Birthday, Sex Distinct, Smoker Distinct and the interest rate shown on Page 3.

STARMOUNT LIFE INSURANCE COMPANY

INSURED: [John Doe]

POLICY NUMBER [12345678]

AGE, SEX & SMOKER STATUS [57 Male Non-Smoker] FACE AMOUNT [\$20,000]

SCHEDULE OF GUARANTEED MAXIMUM PREMIUMS*

<u>ATTAINED AGE</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>SEMI-ANNUAL</u>	<u>ANNUAL</u>
57	15.00	45.00	90.00	180.00
58	15.17	45.50	91.00	182.00
59	15.17	45.50	91.00	182.00
60	15.17	45.50	91.00	182.00
61	15.17	45.50	91.00	182.00
62	41.00	123.00	246.00	492.00
63	41.00	123.00	246.00	492.00
64	41.00	123.00	246.00	492.00
65	41.00	123.00	246.00	492.00
66	41.00	123.00	246.00	492.00
Age 67 through 120	109.33	328.00	656.00	1312.00

* Guaranteed maximum premiums illustrate the highest possible premiums which could be charged. The premium may be changed in accordance with the premium change provision on page 6.

STARMOUNT LIFE INSURANCE COMPANY

INSURED: [John Doe]

POLICY NUMBER [12345678]

AGE, SEX & SMOKER STATUS [57 Male Non-Smoker] FACE AMOUNT [\$20,000]

SCHEDULE OF CURRENTLY CHARGED PREMIUMS*

<u>ATTAINED AGE</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>SEMI-ANNUAL</u>	<u>ANNUAL</u>
57	15.00	45.00	90.00	180.00
58	15.00	45.00	90.00	180.00
59	15.00	45.00	90.00	180.00
60	15.00	45.00	90.00	180.00
61	15.00	45.00	90.00	180.00
62	39.33	118.00	236.00	472.00
63	39.33	118.00	236.00	472.00
64	39.33	118.00	236.00	472.00
65	39.33	118.00	236.00	472.00
66	39.33	118.00	236.00	472.00
Age 67 through 120	109.33	328.00	656.00	1312.00

Currently charged premiums represent the current premium scale. The premiums may be changed in accordance with the premium change provision but cannot exceed the guaranteed maximum premiums.

STARMOUNT LIFE INSURANCE COMPANY

INSURED: [John Doe]

POLICY NUMBER [12345678]

AGE & SEX: [57 Male Nonsmoker]

DEATH BENEFIT: [\$20,000]

TABLE OF GUARANTEED POLICY VALUES PER THOUSAND

<u>END OF YEAR</u>	<u>CASH VALUE</u>	<u>PAID UP INSURANCE</u>	<u>EXTENDED TERM INSURANCE</u>	
			<u>YEARS</u>	<u>DAYS</u>
1	-0-	-0-	0	0
2	-0-	-0-	0	0
3	-0-	-0-	0	0
4	-0-	-0-	0	0
5	-0-	-0-	0	0
6	-0-	-0-	0	0
7	-0-	-0-	0	0
8	-0-	-0-	0	0
9	-0-	-0-	0	0
10	-0-	-0-	0	0
11	-0-	-0-	0	0
12	-0-	-0-	0	0
13	435.00	820.00	0	330
14	1118.00	2020.00	2	23
15	1803.20	3140.00	3	358
16	2485.80	4220.00	3	261
17	3167.40	5240.00	4	108
18	3848.60	6200.00	4	269
19	4529.20	7100.00	5	23
20	5206.80	7980.00	5	110
Age 60	-0-	-0-	0	0
Age 62	-0-	-0-	0	0
Age 65	-0-	-0-	0	0

NON-FORFEITURE BASIS: Commissioners 2001 Standard Ordinary Ultimate Mortality Table, Age Last Birthday with Interest at 5%.

The cash value under this policy as of any policy anniversary is the amount computed in accordance with the Standard Non-forfeiture Value Method using the adjusted premium as defined in the laws of the state in which this policy is delivered.

STARMOUNT LIFE INSURANCE COMPANY
 POST OFFICE BOX 98100
 BATON ROUGE, LA 70898-9100

STATEMENT OF POLICY COST AND BENEFIT INFORMATION

PREPARED FOR: [John Doe] DEATH BENEFIT: [\$20,000]
 INSURED: [John Doe] POLICY: 12345678
 DATE: [12/01/06]
 AGE, SEX, SMOKER STATUS: [Age 57 Male Non-Smoker] MODE: Annual

PLAN NAME: Modified Whole Life

This statement gives you basic information about your insurance. The table below shows yearly values on a current (non-guaranteed) and guaranteed basis. Current basis premiums are those we anticipate charging. Guaranteed basis premiums are the maximum the policy permits us to charge. The table shows death benefits at the beginning of the policy year and cash values at the end of the year. We will not pay dividends on this policy.

Policy Year	Death Benefit	Current Annual Premium	Guaranteed Annual Premium	Cash Values
1	\$20,000	\$180.00	\$180.00	-0-
2	\$20,000	\$180.00	\$182.00	-0-
3	\$20,000	\$180.00	\$182.00	-0-
4	\$20,000	\$180.00	\$182.00	-0-
5	\$20,000	\$180.00	\$182.00	-0-
6	\$20,000	\$472.00	\$492.00	-0-
7	\$20,000	\$472.00	\$492.00	-0-
8	\$20,000	\$472.00	\$492.00	-0-
9	\$20,000	\$472.00	\$492.00	-0-
10	\$20,000	\$472.00	\$492.00	-0-
15	\$20,000	\$1312.00	\$1312.00	\$3140.00
20	\$20,000	\$1312.00	\$1312.00	\$5206.80
@Age 65	\$20,000	\$472.00	\$ 492.00	-0-

The above information demonstrates the cash flow pattern of the policy. It does not recognize that because of interest, a dollar in the future is worth less than a dollar today. Therefore, this information should not be used for comparing the cost of two or more life insurance policies.

INTEREST ADJUSTED INDEXES

	<u>CURRENT BASIS</u>			<u>GUARANTEED BASIS</u>		
	<u>5 Yrs.</u>	<u>10 Yrs.</u>	<u>20 Yrs.</u>	<u>5 Yrs.</u>	<u>10 Yrs.</u>	<u>20 Yrs.</u>
NET PAYMENT INDEX	9.00	15.41	34.50	9.10	15.90	34.80
SURRENDER COST INDEX	9.00	15.41	27.01	9.10	15.90	27.30

An explanation of the intended use of these indices appears in the Life Insurance Buyer's Guide. For additional information about this policy, contact our home office at (225) 926-2888.

THIS IS A
MODIFIED WHOLE LIFE INSURANCE POLICY

SERFF Tracking Number: *STAR-125904769* *State:* *Arkansas*
Filing Company: *Starmount Life Insurance Company* *State Tracking Number:* *40990*
Company Tracking Number:
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single*
Product Name: *ValueLife Gold* *Life*
Project Name/Number: */32-001*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: STAR-125904769 State: Arkansas
Filing Company: Starmount Life Insurance Company State Tracking Number: 40990
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: ValueLife Gold
Project Name/Number: /32-001

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

11/14/2008

Comments:

Attachments:

Guaranty Association Notice.pdf
Flesch Readability.pdf
Certification of Rule 19 .pdf

Review Status:

Satisfied -Name: Application

11/14/2008

Comments:

Application previously approved on January 26, 2008, Form No. 32-001-APP.

Attachment:

Gold App_STD_RGN 4.pdf

**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 policy and contract owners 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 policy owners 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 in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

Little Rock, Arkansas 72201

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 purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract 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. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
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 is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverage, 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 policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning 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 or contract 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 policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner 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 benefit 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 a 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 Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, 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 coverage. 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.

STARMOUNT LIFE INSURANCE COMPANY

FLESCH READABILITY ANALYSIS

<u>FORM</u>	<u>WORDS</u>	<u>PARAGRAPHS</u>	<u>SENTENCES</u>	<u>SCORE</u>
32-001-AR	5602	1002	247	53.6
32-001 APP	1530	50	59	41.8

This is to certify that this form meets the minimum score on the Flesch reading ease test in the NAIC Life and Health Insurance Policy Language Simplification Model Act. The Flesch score has been measured by the method described in the act and reflects all text excluding only language or terminology in the following categories entitled to be excepted under the act: the name and address of the insurer; the name, number or title of the policy; the table of contents or index; captions and subcaptions; specifications pages, schedules or table; language required by law or regulation; medical terminology; and words which are defined in the policy.

Jeffrey G. Wild
Chief Financial Officer
Starmount Life Insurance Company

DATE: 11-20-2008

Starmount Life Insurance Company

P.O. Box 98100
Baton Rouge, LA 70898

Certification

This is to certify that I have reviewed Regulation 19 and this submission meets the provisions of this rule as well as all applicable requirements of the Arkansas Department of Insurance.

Jeffrey G. Wild
Chief Financial Officer
Starmount Life Insurance Company

DATE: November 20, 2008

For Modified Whole Life Insurance Policy Form No. 32-001; Accidental Death Rider Form No. 97005

STARMOUNT LIFE INSURANCE CO. • The Starmount Building • Box 98100 • Baton Rouge, LA 70898-9100 • 1-888-729-5433 • www.SayLife.com

Main Insured Information

Date of Birth _____ Sex M F
Month Day Year

Height (Ft. In.) _____ Weight (Lbs.) _____

Home Phone (required) (_____) _____

Work or Cell Phone (_____) _____

Are you employed? Yes No Occupation /Duties (If self-employed, explain) _____

Doctor or Clinic (Full Name) _____ Doctor is located in: City _____ State _____

Beneficiary (If none listed, cash will go to your estate.) _____ Relationship _____

I wish to apply for insurance in the amount of:

\$100,000 \$75,000 \$50,000 \$40,000 \$25,000 \$20,000 \$10,000 \$5,000

Spouse Information (if to be insured) Please print.

Name _____ Date of Birth _____ Sex M F
Month Day Year

Height (Ft. In.) _____ Weight (Lbs.) _____ Home Phone (required) (_____) _____ Work or Cell Phone (_____) _____

Are you employed? Yes No Occupation /Duties (If self-employed, explain) _____

Doctor or Clinic (Full Name) _____ Doctor is located in: City _____ State _____

Beneficiary (If none listed, cash will go to your estate.) _____ Relationship _____

I wish to apply for insurance in the amount of:

\$100,000 \$75,000 \$50,000 \$40,000 \$25,000 \$20,000 \$10,000 \$5,000

Indicate Method of Payment

Enclose just 1¢ for your first month's cost and check appropriate boxes below.

Deduct future payments from my checking account automatically. Starmount prefers this method of payment. (Enclose a blank check with CANCELLED written across the face.)

Charge future payments to: VISA MasterCard Credit Card # _____ Exp. Date: ____/____ (mm/yy)

Bill me direct for future payments. (There is a \$1 charge each month if direct billing is monthly. Billing is free if every 3 months or annually, or by credit card or check draft.)

I want to pay: Annually (5% discount for annual payment) Every 3 months Monthly. (We recommend annually or every 3 months.)

Check one: ADD ACCIDENTAL DEATH CASH OPTION FOR: Double Benefits Triple Benefits Not interested.

Please Answer These Questions:

Main Insured

Spouse

- 1. Have you had or been advised to have any medical or surgical examination or treatment for any disorder, injury or sickness during the past two years, or do you now have any impairment, disorder or disease? (If yes, please explain.)
2. Have you ever (in MO, in the past 10 years): had high blood pressure; cancer; a tumor; diabetes; asthma; a stroke; any disease or disorder of the kidneys, heart, blood, lungs, liver; tested positive for exposure (in MO, have you been positively diagnosed or treated for) to the HIV (Human Immunodeficiency Virus) infection or been diagnosed as having ARC (AIDS Related Complex) or AIDS (Acquired Immune Deficiency Syndrome) caused by the HIV infection; mental disease or disorder, Alzheimer's or other dementia; or been treated for alcoholism or a drug habit by a medical professional, or taken illegal drugs; been ticketed for DWI or DUI or had a felony conviction? (If yes, circle applicable ones and explain.)
3. Have you had an application for life or health insurance rated, postponed, or modified? (If yes, circle applicable ones.)
4. Do you have any existing insurance policies or contracts this would replace or change?
5. Have you smoked, chewed or used tobacco in the last 24 months?
If you are a cigarette smoker, do you smoke more than 2 packs per day?

I have read the above questions and declare the answers are complete and true. I agree the answers will form a part of the policy and the insurance will not be in force until this application has been approved by the company and the policy issued and delivered to me when I am in the same health condition as described above, and the first premium paid. However, in Kansas, the insurance in force will be limited to \$1,000 and will be in force upon receipt of an application and a premium by the company.

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic, or other medical related facility, insurance company, the Medical Information Bureau or other organization or person that has any record of me, my health, or any member of my family, to give Starmount Life Insurance Company, my legal representative for medical records receipt, or its reinsurers any such information. This includes knowledge about drug abuse, alcoholism or mental illness, and HIV (Human Immunodeficiency Virus) and/or AIDS (Acquired Immune Deficiency Syndrome) status. Although information about drug or alcohol abuse, mental illness, and HIV and/or AIDS status may be protected by government regulation, I allow Starmount to collect it to determine insurability. I understand I (or my authorized representative) am entitled to a copy of the information obtained; that this authorization will expire in 30 months from the date of signature (in KS and OK, in 24 months), but can be revoked at any time with the applicant's written notification. This information will be used to determine insurability. I understand that I (or my authorized representative) am entitled to receive a copy of this authorization form. A photo copy is as valid as the original. I am also aware that the records may be subject to re-disclosure by the recipient. 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. (See back for state-specific fraud statements.)

X _____ Date _____ X _____ Date _____
Signature (Main Insured) Spouse's Signature (if to be insured)

Send me _____ more applications for friends and relatives. (For Company Use) Authorized Agent: _____ † See your policy for state specific guarantees.

Limitations On Coverage:

Benefits paid for death by suicide during the first two years this policy is in effect (except in MO) are limited to the return of premiums paid. Policy benefits are based on statements made on the application. Any material misrepresentation may result in the cancellation of coverage or denial of a claim during the two years following policy issue or reinstatement. Misrepresentation of insured's age or sex will result in benefits being adjusted to properly reflect actual age or sex. The company cannot contest the policy after it has been in effect during the insured's life for two years from the policy date or reinstatement date.

Accidental Death Option's Exclusions:

The above limitations are the only life insurance exceptions. There are no others. If you also choose the accidental death option, possible exclusions are: Suicide; illness or disease; medical or surgical treatment; inhalation of poison gas; riding in or descent from any kind of aircraft except as a fare-paying passenger in a regularly scheduled commercial aircraft operated by a licensed pilot; war; committing an assault, felony, participation in a riot or being engaged in an illegal occupation; participation in sky or skin diving, auto or motorcycle racing, or hang gliding; participation in full-time active duty or reserve duty for more than 30 days in any Armed Forces; injuries received while intoxicated or while under the influence of a controlled substance; homicide, except for law enforcement officers receiving injuries while on duty; bodily injury due to the act of another provoked by the insured; injuries received from an accident that happened before this rider was in force. PLEASE SEE YOUR POLICY FOR EXCLUSIONS SPECIFIC TO YOUR STATE.

Medical Information Bureau Disclosure Notice:

Information regarding your insurability will be treated as confidential. Starmount Life, or its reinsurers, may, however, make a brief report to the Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of the Bureau's information office is Post Office Box 105, Essex Station, Boston, Massachusetts 02112, telephone number (617) 426-3660.

Starmount Life or its reinsurers, may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

Fraud Statements:

For residents of Kansas: 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 may be guilty of a crime as determined by a court of law.

For residents of Arkansas and Louisiana: 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 crime and may be subject to fines and confinement in prison.

