

<i>SERFF Tracking Number:</i>	<i>THR-125596793</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Thrivent Financial for Lutherans</i>	<i>State Tracking Number:</i>	<i>39029</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.103 Fixed/Indeterminate Premium - Joint (Last Survivor)</i>
<i>Product Name:</i>	<i>SWL 2008</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Thrivent Financial for Lutherans

Product Name: SWL 2008

TOI: L071 Individual Life - Whole

Sub-TOI: L071.103 Fixed/Indeterminate

Premium - Joint (Last Survivor)

Filing Type: Form

SERFF Tr Num: THR-125596793 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 39029

Co Tr Num:

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Author: Karen Guyette

Disposition Date: 05/22/2008

Date Submitted: 05/16/2008

Disposition Status: Approved

Implementation Date Requested: 10/01/2008

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/22/2008

State Status Changed: 05/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting for your review and approval a survivor whole life insurance contract and three riders for use with this contract. Each of these forms is described below.

Form L-JX-SWL (08) Survivor Whole Life Insurance with Additional Protection Contract

This is a new contract form that replaces contract form L3-WC-SWL-1 (97) that was approved by your Department on

SERFF Tracking Number: THRV-125596793 State: Arkansas
Filing Company: Thrivent Financial for Lutherans State Tracking Number: 39029
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TOI: L071 Individual Life - Whole Sub-TOI: L071.103 Fixed/Indeterminate Premium - Joint
(Last Survivor)
Product Name: SWL 2008
Project Name/Number: /

02/25/1997. This is a joint life insurance policy with proceeds payable upon the death of the second insured to die. Level premiums, based on the joint equal age of the two insureds at issue, are payable to age 121. There is no change in cash values at the first death. The contract will be issued at joint ages 18-90 with a minimum face amount of \$97,500. Additional protection is one-year term insurance which is guaranteed during the first contract year. The minimum amount of additional protection at issue is \$2,500. After the first year, dividends will be applied under the Adjustable Yearly Term Insurance Options to buy one-year term insurance to maintain the additional amount of protection unless a different option is elected by the insured. The major difference between this contract form and the contract form being replaced is that contract values and reserves for this contract are based on the 2001 CSO Mortality Tables and premium are payable to age 121.

Form LR-XD-SDWP (08) Disability Waiver of Premium Benefit Rider

This is a new rider form that replaces rider form LR3-WW-SLWPB-1 (97) that was approved by your Department on 02/25/1997. This rider is available on one or both insureds. It provides for waiver of all premiums, including the cost of optional benefit riders, if a covered insured is totally disabled. If both insureds are covered under this rider and both become disabled, the premium due will be waived and an amount equal to the premium will be refunded. It is issued at ages 18-60 and provides coverage to age 65. The only differences between this rider and the rider form being replaced are minor changes in rider language.

Form LR-XT-SFYT (08) Survivor Four-Year Term Life Insurance Benefit Rider

This is a new rider form that replaces rider form LR3-WT-SFYT-1 (97) that was approved by your Department on 02/25/1997. This rider provides level premium term insurance payable upon the death of the second insured to die. It is intended to offset the increased estate tax costs in the event the survivor whole life insurance contract is issued to the insureds as owners, ownership is later transferred to a trust and both insureds die within three years of transfer. The only differences between this rider and the rider form being replaced are minor changes in rider language. Issue ages are the same as for the contract.

Form LR-XS-SISO (08) Insurance Split Option Benefit Rider

This is a new rider form that replaces rider form LR3-WS-ISO-1 (97) that was approved by your Department on 02/25/1997. This rider provides the option to exchange the survivor whole life insurance contract for individual insurance contracts on each insured in the event of certain specified changes in the federal estate tax law, divorce of the insureds, or dissolution of the corporation or partnership that owns the contract. The major difference between this rider

SERFF Tracking Number: THRV-125596793 State: Arkansas
Filing Company: Thrivent Financial for Lutherans State Tracking Number: 39029
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.103 Fixed/Indeterminate Premium - Joint
(Last Survivor)
Product Name: SWL 2008
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/22/2008	05/22/2008

SERFF Tracking Number: THRV-125596793 State: Arkansas
 Filing Company: Thrivent Financial for Lutherans State Tracking Number: 39029
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 TOI: L071 Individual Life - Whole Sub-TOI: L071.103 Fixed/Indeterminate Premium - Joint
 (Last Survivor)
 Product Name: SWL 2008
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Survivor Whole Life Insurance with Additional Protection Contract		Yes
Form	Disability Waiver of Premium Benefit Rider		Yes
Form	Survivor Four-Year Term Life Insurance Benefit Rider		Yes
Form	Insurance Split Option Benefit Rider		Yes

SERFF Tracking Number: THRV-125596793 State: Arkansas
 Filing Company: Thrivent Financial for Lutherans State Tracking Number: 39029
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.103 Fixed/Indeterminate Premium - Joint
 (Last Survivor)
 Product Name: SWL 2008
 Project Name/Number: /

Form Schedule

Lead Form Number: L-JX-SWL (08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L-JX-SWL (08)	Policy/Cont ract/Fratern al Certificate	Survivor Whole Life Insurance with Additional Protection Contract	Revised	Replaced Form #: L3-WC-SWL-1 (97) Previous Filing #: approved 02/25/1997	55	AR Contract L-JX-SWL (08).pdf
	LR-XD-SDWP (08)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Disability Waiver of Premium Benefit Rider	Revised	Replaced Form #: LR3-WW-SLWPB-1 (97) Previous Filing #: approved 02/25/1997	48	Rider LR-XD-SDWP (08).pdf
	LR-XT-SFYT (08)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Survivor Four-Year Term Life Insurance Benefit Rider	Revised	Replaced Form #: LR3-WT-SFYT-1 (97) Previous Filing #: approved 02/25/1997	61	Rider LR-XT-SFYT (08).pdf
	LR-XS-SISO (08)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Insurance Split Option Benefit Rider	Revised	Replaced Form #: LR3-WS-ISO-1 (97) Previous Filing #: approved 02/25/1997	60	Rider LR-XS-SISO (08).pdf

This certificate of membership and survivor whole life insurance is a legal contract between you and Thrivent Financial for Lutherans. We issue this contract based on the Application signed by the applicants and the payment of the initial premium shown on page 3. Upon receiving due proof of the death of both Insureds, we will pay the Death Proceeds (see Section 6.1) to the beneficiary according to the provisions of this contract.

Right to Cancel. Please read this contract carefully. You may cancel the contract for any reason before midnight of the 10th day after you first receive it. Do this by (1) mailing or delivering notice of cancellation to our Service Center or to the representative through whom you bought it, and (2) returning the contract. Notice given by mail and return of the contract by mail are effective on being postmarked, properly addressed and postage prepaid. If you cancel the contract, it will be deemed void from the beginning. Within 10 days after we receive notice of cancellation and the returned contract, we will refund all premiums paid (with no deductions for any fees or charges).

Survivor Whole Life Insurance With Additional Protection.
Life insurance payable upon death of second Insured to die.
(No amount payable at death of first Insured to die.)
Premiums payable as shown on page 3.
Additional premium option.
Eligible for annual dividends.
Settlement options to provide income.

Service Center:
Thrivent Financial for Lutherans
[4321 North Ballard Road]
[Appleton, WI 54919-0001]
Telephone [(800) 847-4836]
www.thrivent.com

Signed for the Society

President []

Secretary []

INSURED: [JOHN DOE]
INSURED: [JANE DOE]
CONTRACT NUMBER: [1234567]
INITIAL INSURANCE AMOUNT: [\$100,000]

AGE: [35] SEX: [MALE]
AGE: [35] SEX: [FEMALE]
JOINT AGE: [36]
DATE OF ISSUE: [OCTOBER 1, 2008]

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Date of Issue: [OCTOBER 1, 2008]

Contract Number: [1234567]

INSURED: [JOHN DOE]

INSURED: [JANE DOE]

INITIAL INSURANCE AMOUNT: [\$100,000]

SURVIVOR WHOLE LIFE INSURANCE
WITH ADDITIONAL PROTECTION

TABLE OF VALUES

END OF CONTRACT YEAR	CONTRACT ANNIVERSARY	CASH VALUE	PAID-UP LIFE INSURANCE
	[OCT 1,]		
1	[2009]	\$[0]	\$[0]
2	[2010]	[0]	[0]
3	[2011]	[0]	[0]
4	[2012]	[488]	[4,655]
5	[2013]	[1,073]	[9,754]
6	[2014]	[1,658]	[14,357]
7	[2015]	[2,340]	[19,305]
8	[2016]	[2,925]	[22,985]
9	[2017]	[3,608]	[27,002]
10	[2018]	[4,388]	[31,282]
11	[2019]	[5,168]	[35,097]
12	[2020]	[5,948]	[38,482]
13	[2021]	[6,728]	[41,470]
14	[2022]	[7,605]	[44,666]
15	[2023]	[8,580]	[48,018]
16	[2024]	[9,458]	[50,439]
17	[2025]	[10,530]	[53,524]
18	[2026]	[11,505]	[55,742]
19	[2027]	[12,675]	[58,545]
20	[2028]	[13,748]	[60,547]
25	[2033]	[20,280]	[70,638]
30	[2038]	[28,178]	[78,333]
35	[2043]	[37,343]	[83,978]
40	[2048]	[47,580]	[88,219]

FOR ALL CONTRACT YEARS, CASH VALUES ARE EQUAL TO THE AMOUNT CALCULATED BY THE STANDARD NONFORFEITURE METHOD. UPON REQUEST WE WILL GIVE VALUES FOR CONTRACT YEARS NOT SHOWN.

CONTRACT VALUES, RESERVES, AND NET SINGLE PREMIUMS ARE BASED ON THE 2001 CSO [(M) AND (F) NON-SMOKER S&U ALB MORTALITY TABLES.] WE USE CONTINUOUS FUNCTIONS AND THE NONFORFEITURE INTEREST RATE SHOWN BELOW FOR CONTRACT VALUES AND NET SINGLE PREMIUMS AND THE VALUATION INTEREST RATE SHOWN BELOW FOR RESERVES.

NONFORFEITURE INTEREST RATE: 5%
VALUATION INTEREST RATE: 4%
LOAN INTEREST RATE: 8%

MINIMUM FACE AMOUNT: \$97,500

Date of Issue: [OCTOBER 1, 2008]

Contract Number: [1234567]

INSURED: [JOHN DOE]

INSURED: [JANE DOE]

INITIAL INSURANCE AMOUNT: [\$100,000]

SURVIVOR WHOLE LIFE INSURANCE
WITH ADDITIONAL PROTECTION

Additional Premium Option
Maximum Rates per \$1,000 of Paid-Up Additions*

Joint Attained Age	Rate per \$1,000						
18	[\$ N/A]	37	[\$ 90.47]	55	[\$ 216.50]	73	[\$ 481.69]
19	[N/A]	38	[94.99]	56	[227.06]	74	[500.67]
20	[N/A]	39	[99.74]	57	[238.08]	75	[519.90]
21	[N/A]	40	[104.72]	58	[249.59]	76	[539.34]
22	[N/A]	41	[109.95]	59	[261.58]	77	[558.93]
23	[N/A]	42	[115.45]	60	[274.08]	78	[578.61]
24	[N/A]	43	[121.21]	61	[287.10]	79	[598.29]
25	[N/A]	44	[127.25]	62	[300.60]	80	[617.88]
26	[N/A]	45	[133.60]	63	[314.62]	81	[637.30]
27	[N/A]	46	[140.25]	64	[329.15]	82	[656.39]
28	[N/A]	47	[147.23]	65	[344.18]	83	[674.99]
29	[N/A]	48	[154.55]	66	[359.71]	84	[693.06]
30	[N/A]	49	[162.22]	67	[375.74]	85	[710.56]
31	[N/A]	50	[170.26]	68	[392.26]	86	[727.40]
32	[N/A]	51	[178.68]	69	[409.27]	87	[743.57]
33	[N/A]	52	[187.50]	70	[426.74]	88	[758.94]
34	[N/A]	53	[196.73]	71	[444.67]	89	[773.28]
35	[N/A]	54	[206.39]	72	[463.01]	90	[786.56]
36	[86.16]						

APO MAXIMUM EXPENSE CHARGE: 5% OF EACH PREMIUM

OPTION TERMINATION DATE: [OCTOBER 1, 2063]

* INFORMATION ON THIS PAGE APPLIES ONLY TO PAID-UP ADDITIONS PURCHASED UNDER SECTION 5.1 ADDITIONAL PREMIUM OPTION.

1. DEFINITIONS

Additional Benefits. Benefits provided by riders, if any, attached to this contract.

Additional Protection. The additional amount of life insurance over the Face Amount that is provided during the first Contract Year only.

Application. The application(s) and all amendments and supplements to the application. This includes applications made for changes to this contract after the Date of Issue.

Contract Anniversary. The same month and day of each year after issue as in the Date of Issue on page 3.

Contract Year. The first Contract Year is the period of time from the Date of Issue until the first Contract Anniversary. Thereafter, Contract Year is the period of time from one Contract Anniversary to the next Contract Anniversary.

Date of Issue. The Date of Issue as shown on page 3.

Debt. All unpaid contract loans plus accrued interest to date.

Face Amount. The amount of life insurance provided by this contract exclusive of any Additional Protection and Additional Benefits. The Face Amount on the Date of Issue is shown on page 3. Decreases in Face Amount will be shown on supplemental contract schedule pages that we will send to you.

Initial Insurance Amount. The amount of life insurance provided during the first Contract Year, exclusive of any Additional Benefits. It is the sum of the Face Amount and the Additional Protection.

Insured. The persons named as Insureds on page 3.

Issue Age. An Insured's age on the Date of Issue. Attained Age is an Insured's Issue Age increased by one on each Contract Anniversary.

Joint Issue Age. The Insureds' joint age on the Date of Issue. Joint age is the assumed equal age of both Insureds based on each Insured's Issue Age, sex and Risk Class on the Date of Issue. Joint Attained Age is the Joint Issue Age increased by one on each Contract Anniversary.

Notice. A request signed by you and received in good order by us at our Service Center.

Paid-Up Additions. Paid-up additional survivor whole life insurance that is purchased under the Additional Premium Option (Section 5.1) or the Buy Paid-Up Additions dividend option (Section 9.2). Paid-Up Additions are eligible for annual dividends.

Service Center. The location where this contract is administered. The Service Center address is shown on page 1.

we, our, us, Society. Thrivent Financial for Lutherans.

you, your, yours. The owner(s) of this contract.

2. GENERAL PROVISIONS

2.1 ENTIRE CONTRACT. The Entire Contract consists of:

- 1) This contract including any attached riders, amendments, or endorsements;
- 2) The Application attached to this contract; and
- 3) The Articles of Incorporation and Bylaws of the Society and all amendments to them. Benefits will not be reduced or eliminated by any future amendments to our Articles of Incorporation or Bylaws.

2. GENERAL PROVISIONS

(continued)

2.2 ADDITIONAL BENEFITS. Riders providing Additional Benefits may be included as part of this contract. Any riders included on the Date of Issue are shown on page 3. After the Date of Issue, you may add riders to this contract subject to the following:

- 1) You must submit an application to us at our Service Center.
- 2) The rider must be offered by us and available on this contract as of the date of application for the rider.
- 3) We require satisfactory evidence of insurability, if and as required by our standards.
- 4) The date of issue of the rider and its premium, if any, will be shown on the supplemental contract schedule page that we will send to you.

2.3 CHANGE OF CONTRACT. No change to the provisions of this contract is valid unless it is made in writing and signed by our President or Secretary. We reserve the right to amend this contract as necessary to comply with any changes in federal laws, rules or regulations regarding qualification of this contract as life insurance.

2.4 STATEMENTS IN THE APPLICATION. We will not use any statement to contest a claim or to have this contract declared invalid unless the statement is contained in the Application. All statements made in the Application are, in the absence of fraud, considered representations, not warranties.

2.5 INCONTESTABILITY. With respect to each Insured, we will not contest the validity of this contract after it has been in force during the Insured's lifetime for two years from the Date of Issue except for any provisions granting benefits in the event of total disability.

Unless we have received Notice before the second Contract Anniversary of the death of an Insured, we will notify you not later than 90 days after that anniversary that you must give us notice of the death of any Insured. If an Insured dies in the first two Contract Years and you do not give us notice of that death, we may still contest the contract, even if premiums continue to be paid. We will begin any action of contest promptly upon notice of death.

2.6 MISSTATEMENT OF AGE OR SEX. If either Insured's age or sex has been misstated, then:

- 1) If misstatement is discovered upon the death of the second Insured to die, Death Proceeds payable will be the amount that premiums paid and dividends credited would have provided using the correct age and sex of both Insureds.
- 2) If misstatement is discovered while at least one Insured is living, the Face Amount and the amount of any Paid-Up Additions will be the amounts that premiums paid and dividends credited would have provided using the correct age and sex of both Insureds. The Minimum Face Amount requirement does not apply to this provision.

These methods will be revised as necessary for the contract to continue to qualify as life insurance under federal tax law.

2.7 EXCLUSION: SUICIDE. If the death of the second Insured to die is a result of suicide, while sane or insane, within two years after the Date of Issue, the Death Proceeds payable will be the premiums paid less any Debt.

2.8 EXEMPTIONS FROM CLAIMS OF CREDITORS. To the extent permitted by law, the proceeds of this contract and any payments we make under it will not be subject to the claims of creditors or to any legal proceedings.

2.9 NOTICE OF FIRST DEATH. Proof of death of the first Insured to die must be given to us as soon after the death occurs as is reasonably possible.

2.10 FILING A DEATH CLAIM. Notification of death must be given to us at our Service Center. We will provide a claim form upon receiving the notice of the death of the second Insured to die. After we have received satisfactory proof of that death, we will begin processing a beneficiary's claim when we receive that beneficiary's completed claim form.

2.11 DELAY OF PAYMENT. Except when used to pay premiums due on contracts with us, we may defer for not more than six months:

- 1) A loan; or
- 2) Payment of the Cash Surrender Value.

2. GENERAL PROVISIONS

(continued)

2.12 MAINTENANCE OF SOLVENCY. If the solvency of the Society becomes impaired, you may be required to make an extra payment. The Board of Directors will determine the amount of any extra payment. It will be based on each member's fair share of the deficiency. You may make the extra payment by an equivalent reduction in benefits or by a payment in cash. If you do not make the extra payment within 60 days from the date we notify you of your share of the deficiency, the amount will be charged as a loan against the contract with interest compounded at the rate of 5% per year.

2.13 CONTINUATION AFTER ATTAINED AGE 121. If this contract is in force on the Contract Anniversary after Attained Age 121 of the younger Insured, then it will continue in force after that date. No premiums may be paid after that date. You may obtain contract loans, repay Debt, decrease the Face Amount, withdraw dividends or surrender the contract for its Cash Surrender Value after that date.

3. MEMBERSHIP AND OWNERSHIP

3.1 MEMBERSHIP. The person(s) named in the Application as a member is a benefit member of the Society. Rights and privileges of membership are set forth in the Articles of Incorporation and Bylaws of the Society or in the Application. These rights and privileges are separate from the ownership of this contract.

3.2 OWNERSHIP. The Insureds are joint owners of this contract unless another owner is named in the Application or ownership is transferred under Section 3.4. While at least one Insured is living, the owner may exercise all rights set out in this contract. If there are multiple owners, all must act in concert to exercise ownership rights. If the Insureds are joint owners, the surviving Insured will become the sole owner upon the death of the first Insured to die.

3.3 SUCCESSOR OWNER. If you are an owner who is not an Insured, you may name a successor owner who will become the owner of this contract if you die before the death of the second Insured to die. If you do not name a successor owner or no successor owner survives you, then your estate will be the owner upon your death. You may name or change a successor owner by giving Notice. The successor owner must be eligible under our Bylaws. Any designation of successor owner will be effective as of the date you sign the Notice or, if the Notice is not dated, on the date the Notice is received at our Service Center.

3.4 TRANSFER AND ASSIGNMENT. You may transfer ownership of this contract, if the new owner is eligible under our Bylaws, or assign this contract as collateral while the Insured is living by giving Notice. Transfer of ownership will be effective as of the date you sign the Notice or, if the Notice is not dated, on the date the Notice is received at our Service Center. We are not responsible for the validity or effect of any assignment, and we are not liable for any payment made or action taken by us before we receive Notice. Any Debt on this contract will have prior claim over any assignment. Society membership rights and privileges cannot be transferred or assigned.

4. PREMIUMS AND REINSTATEMENT

4.1 PREMIUM PAYMENTS. The initial premium amount and its interval of payment are shown on page 3. The initial premium is due on or before the Date of Issue. Each subsequent premium is due and payable on the first day of its interval of premium payment. Premiums are payable at our Service Center.

4.2 PREMIUM BILLING. We will send premium billings based on the interval of premium payments that you requested at the time of application. Subject to our published rules, you may change the interval of payment or the method of billing.

4.3 PREMIUM IN DEFAULT AND GRACE PERIOD. Any premium not paid on or before the date it is due is a premium in default. Except for the initial premium, you may pay the premium in default within a grace period of 31 days after the date it is due. During the grace period, this contract will remain in force. If the premium in default is not paid within the grace period, this contract will terminate at the end of the grace period unless Section 8.4 NONFORFEITURE - PREMIUM IN DEFAULT or Section 10.5 AUTOMATIC PREMIUM LOAN applies.

4.4 REINSTATEMENT. If this contract has not been surrendered, it may be reinstated within three years after the date the grace period ends if, on that date, the contract terminated or was continued under Section 8.4 NONFORFEITURE - PREMIUM IN DEFAULT. To reinstate we require:

- 1) An application for reinstatement submitted to us at our Service Center;
- 2) Satisfactory evidence of insurability, if and as required by our standards, for each Insured who was living on the date the grace period ended;
- 3) Payment of all overdue premiums from the date of default (see Section 4.3) or the date of termination from excess Debt (see Section 10.6) to the date of reinstatement with interest compounded at the rate of 6% per year;
- 4) Payment of all Debt existing on the date the contract terminated or the date it was continued under Section 8.4 with interest compounded at this contract's loan interest rate to the date of reinstatement; and
- 5) Payment of any premium due.

The effective date of a reinstatement will be the date the application for reinstatement is approved by us. Reinstatement will include any Additional Benefits that were in force at the end of the grace period and not scheduled to terminate before the effective date of reinstatement.

Section 2.5 INCONTESTABILITY will apply for two years from the date the contract is reinstated with regard to statements made in the application for reinstatement.

5. ADDITIONAL PREMIUM OPTION

5.1 ADDITIONAL PREMIUM OPTION. In addition to the required premiums shown on page 3, you may pay additional premiums on this contract while both Insureds are alive, the contract is in force other than under a nonforfeiture option and before the Termination Date shown for this option on page 5. Net Additional Premiums will be applied to buy Paid-Up Additions at rates not exceeding the rates per \$1000 shown on page 5. Each additional premium is subject to the following:

- 1) We require satisfactory evidence of insurability, if and as required by our standards, for each Insured. The underwriting classification for each Insured at the time of each additional premium payment must be the same as or better than the Risk Class for that Insured on this contract.
- 2) We reserve the right to limit the sum of billed and non-billed additional premiums paid in any Contract Year to the greater of:
 - a) \$500; and
 - b) The annual premium for this contract for that year;

- 3) If you elect to be billed for additional premiums, the amount billed must be at least \$300 annually. Otherwise, each additional premium must be at least \$300.
- 4) The Paid-Up Additions will be effective on the date the premium is received at our Service Center or, if later, the date that any standards for evidence of insurability required under (1) are satisfied. We will give you a receipt for each additional premium paid, except that the receipt for billed additional premiums will be given annually. The receipt will show the amount paid and the amount of additional insurance purchased.

Section 2.5 INCONTESTABILITY will apply for two years from the effective date of the Paid-Up Additions with regard to statements made in any application required for that insurance.

5.2 NET ADDITIONAL PREMIUM. The Net Additional Premium is the portion of each additional premium payment that is applied to buy Paid-Up Additions. The Net Additional Premium is equal to the premium paid less an expense charge that will not exceed the APO Maximum Expense Charge shown on page 5.

6. DEATH PROCEEDS.

6.1 DEATH PROCEEDS. No amount is payable on the death of the first Insured to die. The Death Proceeds payable upon the death of the second Insured to die while this contract is in force is the sum, on the date of death, of:

- 1) The Face Amount;
- 2) Any Accumulated Dividends;
- 3) Any insurance provided by Paid-Up Additions;
- 4) Any insurance provided by Additional Benefits in this contract; and
- 5) Any Additional Protection (during the first Contract Year only);
- 6) Any Survivor Dividend Term Insurance; and

- 7) The portion of premium paid for any period beyond the date of death;

Less the sum of:

- 8) Any Debt; and
- 9) The portion of any due and unpaid premiums for the period up to the date of death.

After Attained Age 121 of the younger Insured, the Death Proceeds is equal to the Cash Value less any Debt.

Death Proceeds will be reduced by any amounts paid by us after the date of death and before we were notified of the death.

7. DECREASE IN FACE AMOUNT

7.1 DECREASE IN FACE AMOUNT. You may decrease the Face Amount once in each Contract Year. The decrease is subject to the following:

- 1) You must give Notice.
- 2) The Face Amount after the decrease must not be less than the Minimum Face Amount shown on page 4.
- 3) The guaranteed cash value will be reduced to the amount provided for the new Face Amount according to Section 8.5. The amount of the reduction will be applied to purchase Paid-Up Additions on the same basis as described in Section 9.2d or, if you elect, will be paid to you in cash.

- 4) The effective date of the decrease will be the date shown on the supplemental contract schedule page that we will send to you. Any premiums paid for coverage no longer provided beyond that date will be refunded to you.

Decreases in Face Amount may affect any dividends credited to this contract.

8. CASH VALUE AND NONFORFEITURE OPTIONS

8.1 CASH VALUE. If all premiums due on this contract have been paid, the Cash Value is the sum of:

- 1) The guaranteed cash value determined according to Section 8.5 BASIS OF COMPUTATIONS and shown on page 4;
- 2) Any Accumulated Dividends; and
- 3) The cash value of any Paid-Up Additions.

The guaranteed cash value during a Contract Year will be calculated with allowance for lapse of time and payment of premiums since the prior Contract Anniversary. After Attained Age 121 of the younger Insured, the guaranteed cash value will accumulate at the Nonforfeiture Interest Rate shown on page 4.

When a premium is in default and within 60 days after its due date, the Cash Value will not be less than it was on its due date, less the amount of any dividend withdrawals since that date. If the contract is in force as Paid-Up Life Insurance, the Cash Value is the net single premium for the Paid-Up Life Insurance based on the Insureds' Attained Ages.

8.2 NONFORFEITURE OPTIONS. While at least one Insured is living and this contract is in force, you may elect one of the nonforfeiture options described in Section 8.3 NONFORFEITURE - ELECTION. If any premium remains unpaid at the end of the grace period, Section 8.4 NONFORFEITURE - PREMIUM IN DEFAULT will apply.

8. CASH VALUE AND NONFORFEITURE OPTIONS**(continued)**

8.3 NONFORFEITURE - ELECTION. While an Insured is living and this contract is in force, you may give Notice to elect option 8.3a or 8.3b below. Election is effective on the date the Notice is received at our Service Center.

8.3a Cash Surrender Value. You may surrender this contract for its Cash Surrender Value. The Cash Surrender Value on any day is equal to the sum of:

- 1) The Cash Value; and
- 2) If this contract is surrendered or terminated other than on a Contract Anniversary, the pro rata portion of the amount, if any, used to buy Survivor Dividend Term Insurance that applies to the rest of the Contract Year;

Less the sum of:

- 1) Any Debt; and
- 2) The portion of any due and unpaid premiums for the period up to that day.

If you elect this option, all insurance coverage will terminate. If you surrender this contract within 30 days after a Contract Anniversary, the Cash Surrender Value will not be less than the Cash Surrender Value on that Contract Anniversary less any amounts paid by us since that anniversary.

8.3b Paid-Up Life Insurance. You may continue this contract in force as paid-up survivor whole life insurance with no further premiums payable. The amount of Paid-Up Life Insurance is determined by using the Cash Surrender Value as a net single premium at the Insureds' Attained Ages. Paid-Up Life Insurance is not subject to the Minimum Face Amount required for this contract. The amount of Paid-Up Life Insurance may not exceed the sum of:

- 1) The Face Amount;
- 2) Any Accumulated Dividends;
- 3) The amount of any Paid-Up Additions; and
- 4) The amount of any Survivor Dividend Term Insurance then in force;

Less:

- 5) Any Debt.

Any Cash Surrender Value in excess of the net single premium for the amount determined above will be paid to you. If you elect this option, any Additional Benefits on this contract will terminate. Paid-Up Life Insurance is eligible for annual dividends.

8.4 NONFORFEITURE - PREMIUM IN DEFAULT. If any premium remains unpaid at the end of the grace period and Section 10.5 Automatic Premium Loan does not apply, this contract will remain in force as Paid-Up Life Insurance with no further premiums payable. The amount of Paid-Up Life Insurance is determined by using the Cash Surrender Value as a net single premium at the Insureds' Attained Ages. It will be determined as of the due date of the premium in default.

If this contract continues in force as Paid-Up Life Insurance, any Additional Benefits on this contract will terminate at the end of the grace period.

8.5 BASIS OF COMPUTATIONS. Contract values do not change upon the first death. Guaranteed contract values at the end of the Contract Years indicated and the basis for values, reserves and net single premiums are shown on page 4. Values are based on premiums paid to the end of the Contract Year. Values during a Contract Year will reflect time elapsed and premiums paid since the prior Contract Anniversary. Contract values will be increased by any Accumulated Dividends and Paid-Up Additions, and will be decreased by any Debt and decreases in Face Amount. Cash values and reserves for Paid-Up Additions and Paid-Up Life Insurance are based on net single premiums at the Insureds' Attained Ages determined on the basis shown on page 4. A detailed statement of the method of computing values has been filed with the insurance supervisory officials in the state in which this contract is issued. Values are not less than the minimum values required by law.

9. DIVIDENDS

9.1 DIVIDENDS. Each year we will determine our divisible surplus. This contract's share, if any, will be credited as a dividend on the Contract Anniversary. The dividend may be affected by any Debt during the Contract Year and by any decreases in Face Amount.

9.2 DIVIDEND OPTIONS. You may choose to apply dividends under any of the options listed below. Dividends will be applied under option 9.2i-1 Adjustable Yearly Term Insurance / Buy Paid-Up Additions unless a different option is elected in the Application. You may change the dividend option by giving Notice, but not all options will be available after Joint Attained Age 121.

9.2a Paid in Cash. Dividends are paid in cash.

9.2b Accumulate At Interest. Dividends are left on deposit with us to accumulate at interest (Accumulated Dividends). The interest rate credited will not be less than 3.50% per year.

9.2c Reduce Premiums. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be paid to you in cash. If the dividend is less than the premium due, you will be billed for the balance due.

9.2d Buy Paid-Up Additions. Dividends are used as a net single premium at the Insureds' Attained Ages to buy Paid-Up Additions.

Net single premiums and reserves for Paid-Up Additions are computed as stated in Section 8.5 BASIS OF COMPUTATION and on page 4.

9.2e Reduce Debt. Dividends are used to reduce Debt. If the dividend exceeds the Debt, the excess will be paid to you in cash.

9.2f Reduce Premiums / Buy Paid-Up Additions. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be applied under option 9.2d Buy Paid-Up Additions.

9.2g Reduce Premiums / Buy Paid-Up Additions / Surrender Paid-Up Additions. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be applied under option 9.2d Buy Paid-Up Additions. If the dividend is less than the premium due, Paid-Up Additions will be surrendered as follows:

- 1) If the cash value of Paid-Up Additions not held as security for Debt exceeds the balance of the premium due, the amount of Paid-Up Additions with cash value equal to the balance due will be surrendered and used to pay the balance; otherwise
- 2) All Paid-Up Additions not held as security for Debt will be surrendered and the cash value of the additions will be used to reduce the premium. You will be billed for the balance due.

9.2h Reduce Premiums / Reduce Debt. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be applied under option 9.2e Reduce Debt. If the dividend is less than the premium due, you will be billed for the balance due.

9.2i Adjustable Yearly Term Insurance Options. Under each of the options in Sections 9.2i-1 and 9.2i-2, dividends are used to buy one-year term insurance (Survivor Dividend Term Insurance) on the Insureds. The Survivor Dividend Term Insurance becomes effective on the Contract Anniversary that the dividend is credited and it terminates on the earliest of:

- 1) The end of the day before the next Contract Anniversary;
- 2) The date this contract terminates; and
- 3) The date the Survivor Dividend Term Insurance is converted (see Section 9.4).

9. DIVIDENDS**(continued)**

For the purposes of the Adjustable Yearly Term Insurance dividend options:

- 1) Available Cash is the sum of:
 - a) The cash value of any Paid-Up Additions not held as security for Debt; and
 - b) Any dividend payable on that anniversary.
- 2) Target Amount on the Date of Issue is equal to the amount of Additional Protection shown on page 3. After the first Contract Anniversary, the Target Amount may decrease as follows:
 - a) If Available Cash on any Contract Anniversary is less than the cost of the Target Amount of insurance, the Target Amount will be reduced unless you pay the balance of the cost; and
 - b) You may decrease the Target Amount by giving us Notice. The decrease will be effective on the next Contract Anniversary after we receive your Notice.

On each Contract Anniversary, Available Cash will be used to buy the Target Amount of Survivor Dividend Term Insurance. If Available Cash is less than the cost of the Target Amount of insurance, we will give you notice of the amount required to pay the balance of the cost. Notice will be given at least 60 days before the Contract Anniversary when the amount is due. If you do not elect to pay the required amount before the Contract Anniversary, the Target Amount will be reduced on that anniversary to the amount of Survivor Dividend Term Insurance purchased by the Available Cash.

Within 90 days after the Target Amount is reduced, you may reinstate the Target Amount to its level before that anniversary. To reinstate the Target Amount, we require:

- 1) An application for reinstatement submitted to us at our Service Center;
- 2) Satisfactory evidence of insurability, if and as required by our standards, for each Insured who was living on that anniversary; and
- 3) Payment of the required amount.

If Available Cash exceeds the cost of the Target Amount of Survivor Dividend Term Insurance, the Available Cash will be applied under the Adjustable Yearly Term Insurance Option that you elected:

9.2i-1 Adjustable Yearly Term Insurance / Paid-Up Additions. Available Cash will be used to buy Survivor Dividend Term Insurance and Paid-Up Additions in amounts such that their sum will equal the Target Amount. However, if the amount of Paid-Up Additions that can be purchased by the Available Cash exceeds the Target Amount, then only Paid-Up Additions will be purchased.

9.2i-2 Adjustable Yearly Term Insurance / Reduce Premiums / Paid-Up Additions. If Available Cash is less than the sum of the annual premium due and the cost of the Target Amount of Survivor Dividend Term Insurance, Available Cash will buy the Target Amount of Survivor Dividend Term Insurance, the balance of the Available Cash will be used to reduce the premium and we will bill you for the balance of the premium due.

If Available Cash is greater than or equal to the sum of the annual premium due and the cost of the Target Amount of Survivor Dividend Term Insurance, the premium due will be paid in full and the excess of the Available Cash over the premium due will buy Survivor Dividend Term Insurance and Paid-Up Additions in amounts such that their sum will equal the Target Amount. However, if the amount of Paid-Up Additions that can be purchased by the excess of the Available Cash over the premium due exceeds the Target Amount, then only Paid-Up Additions will be purchased.

Rates per \$1,000 of Survivor Dividend Term Insurance will not exceed net single premiums for survivor one-year term insurance based on the Insureds' Attained Ages determined according to Section 8.5 BASIS OF COMPUTATIONS. Adjustable Yearly Term Insurance dividend options will not be available on this contract if any dividend is applied under another option or if Survivor Dividend Term Insurance is converted. At Joint Attained Age 121, any Adjustable Yearly Term Insurance dividend option then in effect will terminate and dividends will be applied under option 9.2d Buy Paid-Up Additions.

9.2j Other Options. Dividends may be applied under any other dividend options that we make available on this contract.

9. DIVIDENDS

(continued)

9.3 WITHDRAWAL OF DIVIDENDS. Unless they are held as security for Debt, Accumulated Dividends may be withdrawn and Paid-Up Additions may be surrendered for their cash value.

9.4 CONVERSION OF SURVIVOR DIVIDEND TERM INSURANCE. While this contract is in force, you may convert some or all of the Survivor Dividend Term Insurance to:

- 1) If both Insureds are alive, a new survivor whole life insurance contract, if then offered by us, provided conversion is made before Joint Attained Age 76; or
- 2) If only one Insured is alive, a new life insurance contract, other than term insurance, on that Insured, provided conversion is made before the Contract Anniversary on or after that Insured's 75th birthday and provided that Insured would have qualified for an individual life insurance contract on the Date of Issue based on his or her Risk Class on that date.

Conversion is subject to the following:

- 1) You must submit an application to us at our Service Center;
- 2) No premium may be in default at the time of conversion;
- 3) The amount of the new contract may not exceed the amount of Survivor Dividend Term Insurance and may not be less than:
 - a) \$100,000 if conversion is to a new survivor whole life insurance contract; or
 - b) \$10,000 if conversion is to an individual life insurance contract.

- 4) The new contract's date of issue will be the date of conversion. The issue age(s) will be based on the Insureds' ages on that date. Premiums will be based on rates in effect on the date of conversion.
- 5) The first premium on the new contract will be due on the new contract's date of issue;
- 6) The risk class for each Insured in the new contract will be the same as the Risk Class for that Insured on this contract or, if that risk class is not offered by us, the most comparable risk class available. If any exclusion rider applies to an Insured on this contract, that Insured's new contract will have such an exclusion rider
- 7) The new contract will have its own Incontestability and Suicide provisions measured from the date of issue. As used in those provisions, the date of issue will be the Date of Issue of this contract.
- 8) Inclusion of any additional benefits in the new contract is subject to satisfactory evidence of insurability, if and as required by our standards; and
- 9) If you convert all of the Survivor Dividend Term Insurance, any Adjustable Yearly Term Insurance dividend option will be terminated. Unless you elect otherwise, future dividends on this contract will be applied under Option 9.2d Buy Paid-Up Additions. If conversion is made other than on a Contract Anniversary, we will refund to you the pro rata portion of the amount used to buy Survivor Dividend Term Insurance for the rest of the Contract Year.

10. LOANS AND DEBT

10.1 CONTRACT LOANS. While this contract is in force, you may obtain a loan from us with this contract as sole security if:

- 1) The amount of the loan is at least \$200; and
- 2) The loan does not increase Debt to more than the Loan Value.

Debt may affect any dividends credited to this contract under Section 9 DIVIDENDS.

10.2 LOAN VALUE. The Loan Value is equal to:

- 1) The Cash Value as of the next Contract Anniversary discounted to the date of the loan at the loan interest rate;

Less:

- 2) Any due and unpaid premiums up to that anniversary.

10.3 ACCRUED INTEREST. Interest on Debt accrues daily. It is payable on each Contract Anniversary and on the day the Debt is paid in full. If interest is not paid when due, it will be added to the Debt. The loan interest rate charged on Debt is shown on page 4.

10.4 REPAYMENT OF DEBT. All or part of the Debt may be repaid at any time while at least one Insured is living. If there is Debt on this contract, any payments that we receive that are not required to keep this contract in force will be considered repayment of Debt unless you notify us otherwise. Upon the death of the second Insured to die or upon surrender, any Debt will be deducted from the proceeds.

10.5 AUTOMATIC PREMIUM LOAN. If you elect this option, any premium due and unpaid at the end of the grace period will be paid and charged as a contract loan as of the due date of the unpaid premium. If the premium due exceeds the Loan Value, the premium for another interval of payment allowed by this contract for which the Loan Value is sufficient will be paid and charged as a contract loan. If the Loan Value is not sufficient to pay the premium on any allowable interval of payment, the premium will be prorated to the date on which the Cash Value will equal the Debt.

You may elect or revoke this provision by giving Notice.

10.6 TERMINATION FROM EXCESS DEBT. This contract will terminate without value if:

- 1) The Debt exceeds the Cash Value; and
- 2) A grace period of thirty-one days has elapsed since we mailed a notice to you and the assignee, if any, at the address(es) last known to us.

11. BENEFICIARY

11.1 BENEFICIARY. One or more beneficiaries are named in the Application. You may change the beneficiary by giving Notice while at least one Insured is living. The new beneficiary must be eligible under our Bylaws. The effective date of the change will be the date you sign the Notice or, if the Notice is not dated, the date it is received at our Service Center. We will not be liable for any payment made or action taken by us before we receive Notice.

11.2 SUCCESSION OF BENEFICIARIES. You may designate one or more beneficiaries to receive the Death Proceeds. You will classify each beneficiary as primary or contingent. Upon the death of the second Insured to die, we will pay the Death Proceeds to the beneficiaries as follows:

- 1) Proceeds will be paid to the primary beneficiaries who are then alive.
- 2) If no primary beneficiaries are living, proceeds will be paid to the surviving contingent beneficiaries.
- 3) If no beneficiary survives, proceeds will be paid to the owner or, if the second Insured to die is the owner, to that Insured's estate.

Other designations or successions of beneficiaries may be arranged with us. Any beneficiary who dies simultaneously with the second Insured to die or within 15 days after that Insured dies and before Death Proceeds have been paid will be deemed to have died before that Insured.

11.3 SHARE OF PROCEEDS. Unless you specify otherwise, each beneficiary in the same class of beneficiaries will have an equal share in any Death Proceeds payable.

12. SETTLEMENT PROVISIONS

12.1 PAYMENT OF PROCEEDS. Proceeds from death or surrender are payable in a lump sum unless otherwise provided. On Death Proceeds, we will pay interest from the date of death until the date of settlement. If the date of settlement is within 30 days after we receive proof of the death of the Insured, interest will be paid at the rate payable in Option 1 - Interest Income (see Section 12.2). Otherwise interest will be paid at a rate of 8% per year. Instead of a lump sum, we may pay proceeds of \$2,000 or more under any settlement option in Section 12.2 by means of a settlement agreement that we will issue. Income provided under settlement options 2 through 6 will not be less than the income that would be provided if the proceeds were used to buy a single premium immediate annuity contract that:

- 1) Is offered by us at the time of settlement to the same class of annuitants; and
- 2) Provides the same structure of benefits as the settlement option elected.

12.2 OPTIONAL PLANS OF SETTLEMENT.

Proceeds payable under a settlement option may be paid under one or more of the following options.

Option 1 - Interest Income. The proceeds may be left on deposit. Interest earned may be paid in cash at regular intervals or left to accumulate at interest. We will pay interest at a rate not less than 1.5% per year. All or part of these proceeds may be withdrawn upon request.

Option 2 - Income of a Fixed Amount. We will pay an income of a fixed amount at agreed upon intervals. Interest will be credited on the unpaid balance at a rate not less than 1.5% per year. Income will be paid until the proceeds and interest are paid in full.

12. SETTLEMENT PROVISIONS

(continued)

Option 3 - Income For a Fixed Period. We will pay an income for a fixed period, not to exceed 360 months or, if greater, the life expectancy of the payee. Guaranteed payments for fixed periods are shown in the table for this option on page 19. Interest will be credited on the unpaid balance at a rate not less than 1.5% per year and the income will not be less than the amount shown.

Option 4 - Life Income with Guaranteed Period. We will pay an income for the lifetime of the payee. A guaranteed period of up to 360 months may be elected. If the payee dies during the guaranteed period, payments will be continued to the end of the period and will be paid to the payee's beneficiary. After the first payment is made, this option may not be changed.

Guaranteed payments for selected ages and guaranteed periods of 10 and 20 years are shown on page 19. The incomes are based on the Annuity 2000 Table and an effective annual interest rate of 2.5% using the sex and adjusted age of the payee on the date the first payment is due.

Option 5 - Joint and Survivor Life Income with Guaranteed Period. We will pay an income as long as at least one of the two payees is alive. A guaranteed period of up to 360 months may be elected. If one payee dies during the guaranteed period, payments will continue for the lifetime of the surviving payee. Before the first payment is made under this option, a reduction factor may be elected that will reduce any payments made after the guaranteed period by the elected reduction factor if only one payee is then living. Payments made during the guaranteed period will be larger if a reduction factor is elected. If both payees die during the guaranteed period, payments will be continued to the end of that period and will be paid to the payee's beneficiary. After the first payment is made, this option may not be changed.

Guaranteed payments for male and female payees at selected ages and guaranteed periods of 10 and 20 years are shown on page 22. The incomes are based on the Annuity 2000 Table and an effective annual interest rate of 2.5% using the sex and adjusted age of each payee on the date the first payment is due.

Adjusted Age. As used in Options 4 and 5, adjusted age is the age nearest birthday decreased by the adjustment shown below:

<u>Year of First Payment</u>	<u>Age Adjustment</u>
2000-2009	0
2010-2019	1
2020-2029	2
2030-2039	3
2040-2049	4
2050-2059*	5

* For each succeeding decade, the age adjustment continues to increase by 1.

Option 6 - Other Options. The proceeds may be paid under any other settlement option agreeable to us.

12.3 ELECTION OF AN OPTION. You may elect an option by giving Notice while at least one Insured is living. The option must be elected before proceeds become payable. Assignees and third-party owners may elect an option only with our consent. Each payee under Options 4 and 5 must be a natural person.

If Death Proceeds are payable, the beneficiary may elect a settlement option provided that:

- 1) The manner of settlement has not been restricted before the death of the second Insured to die; and
- 2) Death Proceeds have not been paid.

Election of an option is subject to these conditions:

- 1) Payments must not be less than \$50; and
- 2) Payments are made only at annual, semiannual, quarterly or monthly intervals.

If the beneficiary does not receive Death Proceeds or elect a settlement option by the date one year after we receive proof of the Insured's death, Death Proceeds will then be calculated and applied under Option 1 - Interest Income.

OPTION 3

Guaranteed Monthly Payments for Each \$1,000 of Proceeds

Years Payable	Monthly Payment								
1	83.90	7	12.52	13	7.04	19	5.03	25	3.98
2	42.26	8	11.04	14	6.59	20	4.81	26	3.86
3	28.38	9	9.88	15	6.19	21	4.61	27	3.74
4	21.44	10	8.96	16	5.84	22	4.43	28	3.63
5	17.28	11	8.20	17	5.54	23	4.27	29	3.53
6	14.50	12	7.57	18	5.27	24	4.12	30	3.44

Annual, Semiannual or Quarterly payments are 11.918, 5.981 and 2.996 respectively, times the Monthly payments.

OPTION 4

Male Payee - Monthly Life Income

GUARANTEED MONTHLY LIFE INCOME FOR EACH \$1,000 OF PROCEEDS								
Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years
40	3.23	3.20	65	5.21	4.62	75	6.82	5.11
45	3.47	3.41	66	5.35	4.69	76	7.00	5.14
50	3.76	3.67	67	5.49	4.75	77	7.18	5.17
55	4.13	3.96	68	5.64	4.81	78	7.35	5.19
			69	5.80	4.86	79	7.53	5.20
60	4.60	4.29	70	5.96	4.91	80	7.70	5.22
61	4.71	4.36	71	6.12	4.96	85	8.45	5.26
62	4.83	4.43	72	6.29	5.00	90	8.97	5.27
63	4.95	4.49	73	6.47	5.04	95	9.27	5.27
64	5.08	4.56	74	6.64	5.08			

Female Payee - Monthly Life Income

GUARANTEED MONTHLY LIFE INCOME FOR EACH \$1,000 OF PROCEEDS								
Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years
40	3.07	3.06	65	4.80	4.45	75	6.41	5.06
45	3.27	3.25	66	4.93	4.52	76	6.60	5.10
50	3.52	3.48	67	5.06	4.59	77	6.80	5.13
55	3.84	3.75	68	5.20	4.66	78	7.01	5.16
			69	5.35	4.73	79	7.21	5.18
60	4.26	4.08	70	5.51	4.80	80	7.41	5.20
61	4.35	4.15	71	5.67	4.86	85	8.31	5.26
62	4.46	4.23	72	5.85	4.92	90	8.92	5.27
63	4.56	4.30	73	6.03	4.97	95	9.24	5.27
64	4.68	4.37	74	6.21	5.02			

OPTION 5

Male and Female Payees - Monthly Life Income

Guaranteed Monthly Life Income for Each \$1,000 of Proceeds								
Adjusted Age of Male Payee on Date of Settlement	Payments Guaranteed for 10 Years				Payments Guaranteed for 20 Years			
	Adjusted Age of Female Payee on Date of Settlement				Adjusted Age of Female Payee on Date of Settlement			
	60	65	70	75	60	65	70	75
60	3.83	4.04	4.23	4.39	3.80	3.99	4.14	4.23
65	3.97	4.27	4.56	4.81	3.92	4.17	4.39	4.53
70	4.08	4.46	4.86	5.25	4.01	4.31	4.58	4.77
75	4.16	4.60	5.12	5.66	4.05	4.39	4.71	4.94

Rates not shown will be calculated on the same basis as the above rates and will be provided upon request.

Contract Number: [1234567]

Survivor Whole Life Insurance With Additional Protection.
Life insurance payable upon death of second Insured to die.
(No amount payable at death of first Insured to die.)
Premiums payable as shown on page 3.
Additional premium option.
Eligible for annual dividends.
Settlement options to provide income.

DISABILITY WAIVER OF PREMIUM BENEFIT

We include this rider as part of this contract based on the Application signed by the applicant and the payment of premiums as stated on page 5-SDWP. If any provisions of this rider are in conflict with the terms of the contract, the provisions of this rider will control.

1. DEFINITIONS.

1a. Age 65. For purposes of this rider, "Age 65" means the first Rider Anniversary on or after the Covered Insured's 65th birthday.

1b. Covered Insured. This rider covers only the Covered Insured(s) named for this rider on page 5-SDWP.

1c. Date of Issue of this Rider. The Date of Issue of this Rider as stated on page 5-SDWP.

2. THE BENEFIT. Upon receiving proof that Total Disability of a Covered Insured has continued for six consecutive months, we will waive any scheduled premiums that come due during the Benefit Period. In addition, we will refund to you any scheduled premiums that you paid during the Benefit Period but before we receive proof of Total Disability.

If this contract has two Covered Insureds and we receive proof that Total Disability of both Covered Insureds has continued for six consecutive months, then we will also pay you an amount equal to any scheduled premiums which come due during the Benefit Period while Total Disability of both Covered Insureds continues.

Premiums will be waived or paid to you on the basis of the interval of payment in effect when Total Disability begins. Unless this contract terminates due to excess loan, each premium waived will continue this contract (including any Additional Benefits) in force until the next premium due date. On any premium due date, if premiums are no longer waived, you must pay them to keep this contract in force.

3. BENEFIT PERIOD. A Benefit Period for a Covered Insured begins on the date Total Disability begins and ends on the date Total Disability ends.

4. TOTAL DISABILITY. Total Disability is a disability of a Covered Insured that:

- 1) Begins before Age 65;
- 2) Results from accidental bodily injury sustained or disease that first appears while both this contract and this rider are in force; and
- 3) Completely prevents the Covered Insured from performing the substantial and material duties of an Occupation for gain or profit. During the first 24 months of disability, Occupation is the Covered Insured's regular occupation when disability begins. After this, it is any occupation for which the Covered Insured is or becomes qualified by reason of education, training or experience. However, if the Covered Insured is primarily a homemaker when Total Disability begins, Occupation for gain or profit means performing household duties.

DISABILITY WAIVER OF PREMIUM BENEFIT

(continued)

5. SEPARATE PERIODS OF DISABILITY. For each separate period of disability of a Covered Insured, Total Disability must continue for six consecutive months before benefits may be provided under this rider. Periods of disability are separate if:

- 1) The disability in a later period does not result from, or is not contributed to by, the same cause or causes as the disability of that Covered Insured in a prior period; or
- 2) The later period of disability begins after that Covered Insured resumes an Occupation for gain or profit for a continuous period of six months during which no disability benefits are payable under this rider.

6. RISKS NOT ASSUMED. No premiums will be waived under this rider if the Total Disability results from:

- 1) Intentionally self-inflicted injury, while sane or insane; or
- 2) War or act of war. War includes, but is not limited to, declared war and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization. Act of war means any act peculiar to military, naval or air operations in time of war.

7. NOTICE AND PROOF OF CLAIM. Notice and proof of claim for a Covered Insured must be given to us at our Service Center while that Covered Insured is living and:

- 1) During Total Disability of that Covered Insured; or
- 2) Within one year after the end of the period for which you are claiming benefits.

However, failure to give proof within one year will not affect the claim if proof is given as soon as is reasonably possible.

No premiums will be waived under this rider until your claim for waiver is approved.

8. PROOF OF CONTINUANCE OF TOTAL DISABILITY. Proof of continuance of Total Disability of a Covered Insured, at your expense, will be required at reasonable intervals. If you do not give proof, no further premiums will be waived under this rider. During the first 24 months after we approve your claim for benefits for a Covered Insured, we will not require proof more often than once every 30 days. After 24 months, we will not require proof for that Covered Insured more than once in any 12-month period. As part of any proof we may require the Covered Insured, at our expense, to have an examination by a physician whom we will name.

9. BENEFITS AFTER PREMIUM IN DEFAULT. If a premium is in default, your claim for waiver will be approved only if:

- 1) Total Disability began before the end of the grace period of the first premium in default;
- 2) Notice of claim is given within one year from the end of the grace period of the first premium in default, or as soon as reasonably possible; and
- 3) All other conditions of this rider are met.

If Total Disability began during the grace period of the first premium in default, no claim will be considered until that premium is paid. Interest compounded at the rate of 6% per year will be charged on the premium if it is paid after the end of the grace period.

10. MISSTATEMENT OF AGE OR SEX. If the age or sex of the Covered Insured(s) has been misstated, all future premiums for this rider after misstatement is discovered will be based on the correct age and sex of the Covered Insured(s).

11. INCONTESTABILITY. For any Covered Insured, we will not contest the validity of this rider after it has been in force during that Covered Insured's lifetime for two years from the Date of Issue of this Rider. Any period during which the Insured is Totally Disabled will be excluded from determining when two years have elapsed.

DISABILITY WAIVER OF PREMIUM BENEFIT

(continued)

12. CONTRACT BENEFITS NOT REDUCED.

Premiums waived under this rider will not reduce any other contract benefits.

13. PREMIUMS NOT WAIVED. We will not waive or refund any premiums:

- 1) Payable or paid under the Additional Premium Option in this contract; or
- 2) Required to pay the cost of Survivor Dividend Term Insurance under any Adjustable Yearly Term Insurance dividend option in this contract.

14. NONFORFEITURE VALUES. This rider does not have a cash surrender value or a loan value.

15. TERMINATION. This rider will terminate for a Covered Insured on the earliest of the following dates:

- 1) The date that Covered Insured reaches Age 65 or the end of the Benefit Period, if later.
- 2) The date of death of that Covered Insured.
- 3) The date this contract terminates.
- 4) The date this contract is continued as Paid-Up Life Insurance.
- 5) The date we receive Notice to cancel this rider.

Signed for Thrivent Financial for Lutherans

President [*Rune J. Nielsen*]

Secretary [*Jersey Rasmussen*]

Date of Issue of this Rider: [OCTOBER 1, 2008]

Contract Number: [1234567]

DISABILITY WAIVER OF PREMIUM BENEFIT

FORM LR-XD-SDWP (08)

COVERED INSURED: [JOHN DOE]
ANNUAL PREMIUM: [18.53] PAYABLE TO [OCTOBER 1, 2038]

[COVERED INSURED: [JANE DOE]]
[ANNUAL PREMIUM: [18.53] PAYABLE TO [OCTOBER 1, 2038]]

SURVIVOR FOUR-YEAR TERM LIFE INSURANCE BENEFIT

We include this rider as part of this contract based on the Application signed by the applicant and the payment of premiums as stated on page 5-SFYT. If any provisions of this rider are in conflict with the terms of the contract, the provisions of this rider will control.

1. DATE OF ISSUE OF THIS RIDER. The Date of Issue of this Rider is the Date of Issue of this contract.

2. THE BENEFIT. Upon receiving proof that the death of the second Insured to die occurred before this rider terminated, we will pay to the beneficiary as part of the Death Proceeds the amount of Term Insurance shown on page 5-SFYT.

3. DECREASE IN TERM INSURANCE AMOUNT. You may decrease the amount of Term Insurance once in each Contract Year by giving Notice. The amount of Term Insurance after the decrease must not be less than the Minimum Term Insurance Amount which is one-half of the sum of:

- 1) The Face Amount of this contract;
- 2) The amount of any Additional Protection;
- 3) The amount of any Survivor Dividend Term Insurance; and
- 4) The amount of any Paid-Up Additions.

The amount of Term Insurance will decrease automatically on any day that it exceeds 122% of the Minimum Term Insurance Amount.

The effective date of any decrease will be shown on the supplemental contract schedule page that we will send to you.

4. MISSTATEMENT OF AGE OR SEX. If either Insured's age or sex has been misstated, the Term Insurance amount will be the amount that the premiums paid for this rider would have provided using the correct age and sex of both Insureds or, if greater, the Minimum Term Insurance Amount based on the correct ages and sexes.

5. NONFORFEITURE VALUES. This rider does not have a cash surrender value or a nonforfeiture value.

6. TERMINATION. This rider will terminate on the earliest of the following dates:

- 1) The Expiration Date for this rider shown on page 5-SFYT.
- 2) The date this contract terminates.
- 3) The date this contract is continued as Paid-Up Life Insurance.
- 4) The date you give Notice to cancel this rider.

Signed for Thrivent Financial for Lutherans

President []

Secretary []

Date of Issue of this Rider: [OCTOBER 1, 2008]

Contract Number: [1234567]

SURVIVOR FOUR-YEAR TERM LIFE INSURANCE BENEFIT

FORM LR-XT-SFYT (08)

INSURED: [JOHN DOE]
INSURED: [JANE DOE]

TERM INSURANCE AMOUNT: [\$100,000]

ANNUAL PREMIUM: [\$4.00] PAYABLE TO [OCTOBER 1, 2012]

EXPIRATION DATE: [OCTOBER 1, 2012]

INSURANCE SPLIT OPTION BENEFIT

We include this rider as part of this contract. If any provisions of this rider are in conflict with the terms of the contract, the provisions of this rider will control.

1. DEFINITIONS.

1a. Date of Issue of this Rider. The Date of Issue of this Rider is the Date of Issue of this contract.

1b. Exchange Date. The later of the date we approve your application to exchange this contract and the date we receive any premiums required to issue the new contracts.

2. THE BENEFIT. You may exchange this contract for a life insurance contract on the life of each Insured with no evidence of insurability required if:

- 1) Both Insureds are living and are less than 91 years old; and
- 2) One of the following events occurs:
 - a) The Insureds' marriage is legally ended.
 - b) The unlimited marital deduction in the Federal Estate Tax Law is eliminated while the Insureds are legally married to each other.
 - c) The maximum percentage rate in the Federal Estate Tax schedule in effect on the Date of Issue of this Rider is reduced to 25% or less.
 - d) This contract is owned by a corporation or partnership on the Date of Issue of this Rider and the corporation or partnership is dissolved.

This contract must be in force with no premium in default on the Exchange Date. To exchange this contract, you must submit an application and surrender this contract within one year after the effective date of any of the events listed above. This contract will terminate on the Exchange Date.

3. THE NEW CONTRACTS. The new contracts may be any life insurance contract, other than term insurance, that we offer on the Exchange Date. For each new contract:

- 1) The face amount may not exceed one-half of the sum of the following amounts on the Exchange Date:
 - a) The Face Amount of this contract;
 - b) The amount of any Paid-Up Additions in force on this contract; and
 - c) The amount of any Additional Protection in force on this contract; and
 - d) The amount of any Survivor Dividend Term Insurance in force on this contract.
- 2) One-half of the Cash Surrender Value of this contract will be transferred to each new contract as described in Section 4 TRANSFER OF CASH SURRENDER VALUE.
- 3) The date of issue will be the Exchange Date. The issue age for each Insured will be that Insured's age on that date. Premiums will be based on rates in effect on the Exchange Date.
- 4) The first premium will be due on the date of issue.
- 5) The risk class for each Insured will be the same as for this contract or, if that class is not offered by us, the most comparable risk class then available. If an exclusion rider applies to an Insured on this contract, the new contract on that Insured will also have such an exclusion rider.

(continued)

INSURANCE SPLIT OPTION BENEFIT

(continued)

- 6) If the new contracts are flexible premium adjustable or flexible premium variable adjustable life insurance contracts with optional death benefits, the death benefit option on the date of issue of the new contract must be the level death benefit option.
- 7) If the Insureds are joint owners of this contract, then each Insured will be the owner of his or her new contract. Otherwise, the owner of this contract will be the owner of the new contracts except that, if that owner does not have an insurable interest in the lives of an Insured, then that Insured will be the owner of the contract on his or her life.
- 8) The date of issue as used in the Incontestability and Suicide provisions will be the Date of Issue of this Rider.
- 9) An Insured's new contract may contain a disability of waiver of premium benefit rider if:
 - a) That Insured is a Covered Insured under such a rider on this contract;
 - b) Exchange is made before that Insured's 61st birthday; and
 - c) Premiums on the new contract are payable to at least age 85.
- 10) Inclusion of other additional benefits is subject to satisfactory evidence of insurability, if and as required by our standards.

4. TRANSFER OF CASH SURRENDER VALUE. If you exchange this contract for new life insurance contracts, Cash Surrender Value will be transferred as follows:

4a. Fixed Premium Whole Life Insurance. If you exchange this contract for a fixed premium whole life insurance contract, the Cash Surrender Value transferred will be applied to pay the first premium on the new contract. If the Cash Surrender Value exceeds the premium due, the excess will be applied to purchase Paid-Up Additions. Otherwise, you must pay the amount of the deficiency.

4b. Flexible Premium Adjustable or Flexible Premium Variable Adjustable Life Insurance. If you exchange this contract for a flexible premium adjustable or variable life insurance contract, the Cash Surrender Value transferred will be applied as a premium on the new contract. If that premium is insufficient to issue the new contract, you must pay the amount of the deficiency.

5. NONFORFEITURE VALUES. This rider does not have a cash surrender value or a loan value.

6. TERMINATION. This rider will terminate on the earliest of the following dates:

- 1) The date either Insured reaches age 91.
- 2) The date of death of the first Insured to die.
- 3) The date this contract terminates.
- 4) The date this contract is continued as Paid-Up Life Insurance.
- 5) The date we receive Notice to cancel this rider.

Signed for Thrivent Financial for Lutherans

President []

Secretary []

Date of Issue of this Rider: [OCTOBER 1, 2008]

Contract Number: [1234567]

INSURANCE SPLIT OPTION BENEFIT

FORM LR-XS-SISO (08)

INSURED: [JOHN DOE]

INSURED: [JANE DOE]

ANNUAL PREMIUM: NONE

SERFF Tracking Number: *THR-125596793*

State: *Arkansas*

Filing Company: *Thrivent Financial for Lutherans*

State Tracking Number: *39029*

Company Tracking Number:

TOI: *L071 Individual Life - Whole*

Sub-TOI: *L071.103 Fixed/Indeterminate Premium - Joint
(Last Survivor)*

Product Name: *SWL 2008*

Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: THRV-125596793 State: Arkansas
Filing Company: Thrivent Financial for Lutherans State Tracking Number: 39029
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.103 Fixed/Indeterminate Premium - Joint
(Last Survivor)
Product Name: SWL 2008
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 04/07/2008

Comments:

Attached are the following certifications:

- Certification of Compliance for Rule & Regulation 19
- Readability Certification

Attachments:

AR SWL Ctf of Compliance.pdf
AR SWL Flesch Ctf.pdf

Review Status:

Satisfied -Name: Application 04/07/2008

Comments:

Application for Individual Life Insurance, form 20538 R10-08, that was submitted to your Department for review and approval on 05/16/2008 with Whole Life Insurance Contract, form L-WX-WL (08), will be used to apply for this contract. (SERFF Tracking #THRV-125595289)

Review Status:

Satisfied -Name: Statement of Variability 05/16/2008

Comments:

Any items bracketed as variable are explained in the attached document.

Attachment:

AR SWL Statement of Variability.pdf

**CERTIFICATION
OF
COMPLIANCE**

FORM NUMBER

FORM TITLE

L-JX-SWL (08)

Survivor Whole Life Insurance with Additional Protection Contract

I certify that the above form submission meets the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

In addition, I certify that the above form complies with Arkansas Code Ann. 23-79-138 and Bulletin 11-88.

Signature of Officer

Donn Satrom

Name (Typed or Printed)

Director, Contract Forms and Compliance

Title

May 16, 2008

Date

ARKANSAS

Certification

I, Donn Satrom, an officer of Thrivent Financial for Lutherans, hereby certify that the following forms have the following readability scores as calculated by the Flesch Reading Ease Test and that these forms comply with the requirements of Arkansas Code Ann. 23-80-206.

<u>Form</u>	<u>Flesch Score</u>
L-JX-SWL (08)	55
LR-XD-SDWP (08)	48
LR-XT-SFYT (08)	61
LR-XS-SISO (08)	60

May 16, 2008

Date

Donn Satrom

Director

Contract Forms and Compliance

STATEMENT OF VARIABILITY

Contract Form L-JX-SWL (08)

The following items have been bracketed to indicate that the information may be different in different contracts or may be subject to change. In addition, the range of potential values is shown for any variable amounts:

- Service Center address and telephone number on face page may be changed.
- Officers' signatures on face page will change if new officers are elected.
- Insured, Age, Sex, Contract Number, Joint Age, and Date of Issue are specific to each insured.
- Initial Insurance Amount is the sum of the Face Amount plus the Additional Protection.
- On page 3, Premium for Basic Benefit Payable To (contract anniversary on or after joint issue age 121 and \$XXX.XX (based on insureds' joint issue age and face amount) will be from \$3.24 to \$154.96 per thousand
- Face Amount on page 3 (\$97,500 minimum – maximum is subject to financial underwriting, suitability and reinsurance)
- Additional Protection on page 3 (\$2,500 minimum – maximum is 3 times the Face Amount)
- Under Risk Class on page 3, both insureds will be listed with the risk class for each insured: Standard, Rated Tobacco, Standard Tobacco, Preferred Tobacco, Rated Non-Tobacco, Standard Non-Tobacco, Preferred Non-Tobacco, or Super-Preferred Non-Tobacco
- The following wording will appear on page 3 only when one or more riders are elected:
 - Additional Benefits
 - Details of the following additional benefit riders are given on separate schedule pages:
The form number of each rider and premium will also be listed.
- Total Annual Premium on page 3 is the sum of the Premium for Basic Benefit plus the premium for any riders.
- Interval of Payment on page 3 will be: Annual, Semiannual, Quarterly, or Monthly
- Initial Premium on page 3 is the amount of money applied at time of issue.
- Telephone number of state Insurance Department on page 3 may be changed.
- End of Contract Year on page 4 is the number of years from the date of issue.
- Contract Anniversary on page 4 is based on the contract's date of issue.
- Cash Value on page 4 is based on the face amount of the contract. Assumptions described below the Table of Values.
- Paid-Up Life Insurance on page 4 is based on face amount of contract. Assumptions described below the Table of Values.
- The 2001 CSO S & U ALB Mortality Tables used in the second footnote below the Table of Values on page 4 will be:
 - for male and female non-tobacco insureds: (M) and (F) Non-Smoker
 - for male and female tobacco insureds: (M) and (F) Smoker
 - for male non-tobacco and female tobacco insureds: (M) Non-Smoker and (F) Smoker
 - for male tobacco and female non-tobacco insureds: (M) Smoker and (F) Non-Smoker
 - for two male non-tobacco insureds: (M) Non-Smoker
 - for two female non-tobacco insureds: (F) Non-Smoker
 - for two male tobacco insureds: (M) Smoker
 - for two female tobacco insureds: (F) Smoker

- Rates per \$1,000 on page 5 vary by joint attained age, sex, tobacco/non-tobacco. Rates will be from
- \$38.44 to \$950.00 per thousand of paid-up additions.
- Option Termination Date on page 5 is specific to insureds (joint attained age 90)

Rider Form LR-XD-SDWP (08)

The following items have been bracketed to indicate that the information may be different in different riders or may be subject to change:

- Contract number is specific to each insured.
- Officers' signatures at bottom of rider will change if new officers are elected.
- Date of Issue of this Rider is specific to each Insured
- Covered Insured is specific to each insured. The rider may cover one or two insureds.
- Annual Premium (based on covered insured's issue age age and risk class) will be from \$0.05 to \$7.70 per thousand) and Payable To (rider anniversary on or after covered insured's 65th birthday

Rider Form LR-XT-SFYT (08)

The following items have been bracketed to indicate that the information may be different in different riders or may be subject to change:

- Contract number is specific to each insured.
- Officers' signatures at bottom of rider will change if new officers are elected.
- Date of Issue of this Rider on the schedule page is specific to each Insured
- Insured on the schedule page is specific to each insured.
- Term Insurance Amount on schedule page: Minimum is 50% of contract face amount including dividend term insurance. Maximum is 122% of contract face amount plus target amount.
- Annual Premium on the schedule page will be from \$0.04 to \$99.33 per thousand based on joint equal age and Payable To (4 years from date of issue of this rider)
- Expiration Date on the schedule page is 4 years from the date of issue of this rider.

Rider Form LR-XS-SISO (08)

The following items have been bracketed to indicate that the information may be different in different riders or may be subject to change:

- Contract number is specific to each insured.
- Officers' signatures at bottom of rider will change if new officers are elected.
- Date of Issue of this Rider on the schedule page is specific to each Insured
- Insured on the schedule page is specific to each insured.

Any minor typographical errors that are discovered in the forms will be corrected.