

SERFF Tracking Number: TCRE-125470849 State: Arkansas
 Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 38716
 Company Tracking Number: AM-SVUL.3 AR (2008)
 TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
 Product Name: Individual Single Life Variable Universal Life Insurance Filing
 Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Filing at a Glance

Company: TIAA-CREF Life Insurance Company

Product Name: Individual Single Life Variable SERFF Tr Num: TCRE-125470849 State: ArkansasLH

Universal Life Insurance Filing

TOI: L06I Individual Life - Variable

SERFF Status: Closed

State Tr Num: 38716

Sub-TOI: L06I.002 Single Life - Flexible

Co Tr Num: AM-SVUL.3 AR (2008) State Status: Approved-Closed

Premium

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Patrick McGroarty,

Disposition Date: 07/25/2008

Jiaming Jiang

Date Submitted: 04/14/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2001 CSO Repricing

Status of Filing in Domicile: Pending

Project Number: AM-SVUL.3 AR (2008)

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: 07/25/2008

Deemer Date:

State Status Changed: 07/25/2008

Corresponding Filing Tracking Number: AM-SVUL.3 AR (2008)

Filing Description:

Re: TIAA-CREF Life Insurance Company ("TIAA-CREF Life")

NAIC No.: 60142 NAIC Group No.: 1216 FEIN No.: 13-3917848

Individual Single Life Variable Universal Life Insurance Filing--New Submission

2001 CSO Rate Table inclusion

Policy Form Number AM-SVUL.3 AR (2008)

SERFF Tracking Number: *TCRE-125470849* *State:* *Arkansas*
Filing Company: *TIAA-CREF Life Insurance Company* *State Tracking Number:* *38716*
Company Tracking Number: *AM-SVUL.3 AR (2008)*
TOI: *L06I Individual Life - Variable* *Sub-TOI:* *L06I.002 Single Life - Flexible Premium*
Product Name: *Individual Single Life Variable Universal Life Insurance Filing*
Project Name/Number: *2001 CSO Repricing/AM-SVUL.3 AR (2008)*

Dear Commissioner

We are enclosing for your review and approval a copy of our new Single Life Variable Universal Life form AM-SVUL.3 AR (2008). Policy form AM-SVUL.3 AR (2008) will be replacing our previously approved policy form number AM-SVUL.2 (AR) approved by your Department on April 4, 2006.

We assure you that we will comply with the following Rules & Regulations:

- Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)
- Rule & Regulation 49 (Notice Of The Arkansas Life And Health Insurance Guaranty Association Act)
- ACA 23-79-138 (Complaint Notice)

Policy form AM- SVUL.3 AR (2008) includes the required 2001 CSO Mortality Table rates in addition to some minor stylistic changes and enhancements to the policy.

We plan to introduce policy form AM-SVUL.3 AR (2008) during the forth quarter of 2008, which is when we expect to have sufficient approvals to market this product. We will discontinue the marketing of our existing approved Single Life Variable Universal Life form AM-SVUL.2 (AR) the earlier of the date in which we have commenced the marketing of policy form AM-SVUL.3 AR (2008) or December 31, 2008.

Please Note: a certification of readability is not included as this variable Life Insurance policy is considered a security subject to federal jurisdiction.

In order to assist you with your review process, we are enclosing a copy of a comparison version of the policies highlighting the differences and what has changed from the current approved form.

Provided below is a detailed description of Policy Form number AM-SVUL.3 AR (2008):

Form AM-SVUL3 AR (2008) is a "single life", non-participating, individual, flexible premium variable universal life

<i>SERFF Tracking Number:</i>	<i>TCRE-125470849</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>TIAA-CREF Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38716</i>
<i>Company Tracking Number:</i>	<i>AM-SVUL.3 AR (2008)</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>Individual Single Life Variable Universal Life Insurance Filing</i>		
<i>Project Name/Number:</i>	<i>2001 CSO Repricing/AM-SVUL.3 AR (2008)</i>		

insurance policy. This policy form will be marketed with an illustration.

Form AM-SVUL.3 AR (2008) does not include surrender charges. Issue ages for AM-SVUL.3 AR (2008), are 0–90. The underwriting classifications for Policy form AM-SVUL.3 AR (2008) are Preferred Plus, Preferred, Select Standard Non-Tobacco, and Standard (Tobacco User), Substandard risk classifications and permanent and temporary flat extra ratings will apply as appropriate. Juvenile insureds will be classified Preferred and Select (blended Tobacco/Non-Tobacco). The minimum face amount for form AM-SVUL.3 AR (2008) is \$100,000.

The variable (and/or John Doe) information for each policy form is shown on policy data pages 4, 5, 6, 9, 10 and 11. Pages 5, 6, 9 and 10 reflect policy benefits and premiums, and policy charges, respectively. For illustrative purposes, we have inserted two versions of page 11 in form AM-SVUL.3 AR (2008) with a distinctive code number: one reflecting the Table of Net Single Premiums per \$1,000 of Death Benefit for the Cash Value Accumulation Test (CVAT) under Section 7702 of the Internal Revenue Code, and the other reflecting the Table of Death Benefit Corridor Factors for the Guideline Premium Test (GPT) under Section 7702 of the Internal Revenue Code. When policy form AM-SVUL.3 AR (2008) is issued, it will include the appropriate page 11.

Upon the insured's reaching age 121 and thereafter, the death benefit under Death Benefit Options A, B and C will equal the policy value.

Accelerated Death Benefit Option - As a supplemental benefit within policy form number AM-SVUL.3 AR (2008), an owner may accelerate the available proceeds if the insured under form AM-SVUL.3 AR (2008) is terminally ill.

Policy Loan with Fixed Loan Interest Rate - The owner may obtain a policy loan at any time while the insured under form AM-SVUL.3 AR (2008) is living. Any policy loan will bear interest, payable in arrears, at a fixed annual rate of 5%.

Extension Of Use

We intend to use the following policy forms, previously approved by your Department, with policy form number AM-SVUL.3 AR (2008):

Application for Universal Life Insurance Part 1; Application for Life Insurance (Part II); Supplemental Questionnaire; Amendment to Application ; Aviation Questionnaire; Aviation Limitation Endorsement; Statement of Health; Reinstatement / Policy Change Application; Waiver of Monthly Charges Rider; Level Cost of Insurance Endorsement;

SERFF Tracking Number: TCRE-125470849 *State:* Arkansas
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Product Name: Individual Single Life Variable Universal Life Insurance Filing
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Policy Endorsement and our Institutional Charitable Benefit Rider.

Additional Enclosures

We have also enclosed the following document(s):

1. Actuarial memorandum and exhibits
2. Certifications
3. Copy of previously approved applications
4. Accelerated Death benefit Disclosure - revised

General Information

Policy form AM-SVUL.3 AR (2008) will be marketed to individuals in TIAA-CREF Life's core educational market and to the general public through TIAA-CREF's licensed agents. These policies may also be distributed through financial advisors.

For your review, we have bracketed the variable text of the forms. Please be advised that the issued policies will not contain variable language. The enclosed forms will be generated with the identical language approved by your Department. TIAA-CREF Life reserves the right to change duplex printing, signature graphics, line location of sentences and words, and the type font (but not the point size) of the forms without resubmitting them for approval.

Please forward all correspondence to Patrick McGroarty at TIAA-CREF Life, located 730 Third Avenue, Area 3/32, New York, New York 10017-3206.

Sincerely,

Patrick McGroarty, AIRC, AAPA, AIAA, ACS

Sr. Contract Forms Specialist

E-Mail: pmcgroarty@tiaa-cref.org

Phone: (800) 842-2733, Extension 3284

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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 Product Name: Individual Single Life Variable Universal Life Insurance Filing
 Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Company and Contact

Filing Contact Information

Pat McGroarty, Senior Contract Forms pmcgroarty@tiaa-cref.org
 Specialist
 730 Third Avenue (212) 913-3284 [Phone]
 New York, NY 10017 (212) 916-5903[FAX]

Filing Company Information

TIAA-CREF Life Insurance Company	CoCode: 60142	State of Domicile: New York
730 Third Avenue	Group Code: 1216	Company Type: L&H
New York, NY 10017	Group Name: TIAA-CREF	State ID Number:
(212) 490-9000 ext. [Phone]	FEIN Number: 13-3917848	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TIAA-CREF Life Insurance Company	\$50.00	04/14/2008	19533362

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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 Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/25/2008	07/25/2008
Approved	Linda Bird	04/24/2008	04/24/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	04/23/2008	04/23/2008	Patrick McGroarty	04/24/2008	04/24/2008

Industry
Response

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Individual Single Life Variable Universal Life Insurance Filing- Comparison copy	Form Supporting Document	Patrick McGroarty	07/23/2008	07/23/2008
Cover letter dated July 23, 2008	Supporting Document	Patrick McGroarty	07/23/2008	07/23/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
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SERFF Tracking Number: TCRE-125470849 State: Arkansas
Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 38716
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Product Name: Individual Single Life Variable Universal Life Insurance Filing
Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Thank you!	Note To Reviewer	Patrick McGroarty	07/25/2008 07/25/2008
Amended fiorm	Note To Reviewer	Patrick McGroarty	07/22/2008 07/22/2008

SERFF Tracking Number: TCRE-125470849 *State:* Arkansas
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Product Name: Individual Single Life Variable Universal Life Insurance Filing
Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Disposition

Disposition Date: 07/25/2008

Implementation Date:

Status: Approved

Comment: Resubmission of policy form AM-SVUL.3 AR (2008)

Rate data does NOT apply to filing.

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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 Product Name: Individual Single Life Variable Universal Life Insurance Filing
 Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Rate Filing certification		Yes
Supporting Document	Comparison Policy with redline strikeout		Yes
Supporting Document	Accelerated death Benefit disclosure		Yes
Supporting Document	Certification of Reg 33		Yes
Supporting Document	Comparison copy		Yes
Supporting Document	Cover letter dated July 23, 2008		Yes
Form (revised)	Individual Single Life Variable Universal Life Insurance Filing-		Yes
Form	Individual Single Life Variable Universal Life Insurance Filing-	Withdrawn	Yes

SERFF Tracking Number: TCRE-125470849 *State:* Arkansas
Filing Company: TIAA-CREF Life Insurance Company *State Tracking Number:* 38716
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TOI: L06I Individual Life - Variable *Sub-TOI:* L06I.002 Single Life - Flexible Premium
Product Name: Individual Single Life Variable Universal Life Insurance Filing
Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Disposition

Disposition Date: 04/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/23/2008

Submitted Date 04/23/2008

Respond By Date

Dear Pat McGroarty,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of variable life insurance contracts should be accompanied by an assurance that Regulation 33, in particular Articles, VI, VII, IX and XI, has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/24/2008

Submitted Date 04/24/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Dear Linda,

Please find attached our certification as requested.

Regards,

Pat McGroarty

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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Product Name: Individual Single Life Variable Universal Life Insurance Filing
Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of variable life insurance contracts should be accompanied by an assurance that Regulation 33, in particular Articles, VI, VII, IX and XI, has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Reg 33

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Jiaming Jiang, Patrick McGroarty

SERFF Tracking Number: *TCRE-125470849* *State:* *Arkansas*
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Project Name/Number: *2001 CSO Repricing/AM-SVUL.3 AR (2008)*

Note To Reviewer

Created By:

Patrick McGroarty on 07/25/2008 11:42 AM

Subject:

Thank you!

Comments:

Thank you!

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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Amendment Letter

Amendment Date:

Submitted Date: 07/23/2008

Comments:

Re: INFORMATIONAL FILING

TIAA-CREF Life Insurance Company ("TIAA-CREF Life")
Individual Single Life Variable Universal Life Insurance Filing--Resubmission
Policy Form Number AM-SVUL.3 AR (2008)

Dear Ms. Bird.

We would like to resubmit the attached revised policy form, approved by your department on April 24, 2008 under your state tracking number 38716, as an information filing along with the corrections noted in the comparison policy form under the Supporting documentation Tab.

As you can see, the revisions include the elimination of contractions and revised text on pages 2, 3, 8, 13, 14, 15, 18, 23, 26, 33 and 34.

Please be assured that this form had not as yet been marketed and it was only during a review that we noted that we needed to make additional changes to the form.

We appreciate your providing us this opportunity to resubmit this form and apologize for any inconvenience this may cause you.

Sincerely,

Patrick McGroarty, AIRC, AAPA, AIAA, ACS
Sr. Contract Forms Specialist
E-Mail: pmcgroarty@tiaa-cref.org
Phone: (800) 842-2733, Extension 3284

Changed Items:

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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 Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AM-SVUL.3 AR (2008)	Policy/Contr act/Fraternal Certificate	Individual Single Life Variable Universal Life Insurance Filing-	Initial				0	AM-SVUL.3 AR 2008 Revised 7 23 08.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Comparison copy

Comment:
 Policy comparison original vs revised.pdf

User Added -Name: Cover letter dated July 23, 2008

Comment:
 Arkansas cover letter.pdf

SERFF Tracking Number: TCRE-125470849 State: Arkansas
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Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Note To Reviewer

Created By:

Patrick McGroarty on 07/22/2008 08:26 AM

Subject:

Amended fiorm

Comments:

Dear Ms. Bird,

Would it be possible to reopen this filing in order for us to resubmit a revised policy form?

As stated in our original filing letter, we have no intention of marketing this form until the fourth quarter of this year.

Your cooperation will certainly be appreciated.

Pat McGroarty

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 Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Form Schedule

Lead Form Number: AM-SVUL.3

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AM-SVUL.3	Policy/Cont	Individual Single Life Initial			0	AM-SVUL.3 AR 2008 Revised 7 23 08.pdf
	AR (2008)	ract/Fratern	Variable Universal				
		al	Life Insurance Filing-				
		Certificate					



TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Your Flexible Premium Variable Universal Life Insurance Policy

PLEASE READ THIS POLICY CAREFULLY. This policy is a legal contract between the owner and TIAA-CREF Life Insurance Company. This policy is issued in consideration of the application and the payment of the first premium.

Subject to the conditions specified in this policy, you may request to accelerate this policy's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this policy

Throughout this document, *you* and *your* mean the owner or owners of the policy named in the application or in any later change shown in our records. *We*, *us* and *our* refer to TIAA-CREF Life Insurance Company.

Your right to cancel this policy

During the right to cancel period, you have the right to cancel this policy and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this policy. To cancel your policy, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your policy or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]

[]

Secretary

[]

President

Key features of your Flexible Premium Variable Universal Life Insurance policy

- Adjustable death benefit
- Flexible premiums payable during the insured's lifetime
- Premiums can be allocated to the fixed-rate account and/or to our investment accounts
- **Policy value, death benefit and length of coverage can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance**
- **The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this policy**
- Pays death benefit proceeds when the person insured by the policy dies
- Can be cashed in for its cash surrender value
- Non-Participating policy. This policy does not pay dividends
- Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable

About your contract

Your contract with us includes your application, this policy and any riders or endorsements that are attached to it. It also includes applications that are attached for any later changes you made to the policy.

We have assumed that all statements you made in your applications are true to the best of your knowledge and belief. We relied on these statements when we issued this policy. These statements in the absence of fraud are representations only — they are not warranties. We will only use these statements to cancel this policy or contest a claim if you made a material misrepresentation in your application.

Only our President, a Vice President or the Secretary may change the terms of this policy or waive any of our rights or requirements under it.

You will find the detailed terms of your policy in sections 2 and 3 of this document followed by the terms of any riders you have added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance policy. Please read it carefully and keep it in a safe place. We have divided it into three main sections.

Section 1 — A summary of your policy

This section is a brief summary of your policy. It tells you your policy's key values, benefits and charges, and reminds you of the choices you made on your application.

Section 2 — How your policy works

This section describes how the main benefits and features of your policy work. It also explains the changes you can make to your policy and other things you can do under it.

Policy ownership and beneficiaries 13

Who owns your policy
About your beneficiaries

The death benefit 15

What we pay to your beneficiaries
When we pay death benefit proceeds
Understanding the minimum death benefit
How death benefit proceeds are calculated
Changing your death benefit option
Changing the face amount
Accelerated death benefits

All about premiums 20

Making premium payments
Limits on the premium payments you can make
Allocating your premiums

Your investment options 22

The fixed-rate account
The investment accounts
Transferring among investment options
Dollar cost averaging transfer program
Automatic account rebalancing program
About the separate account

Loans, withdrawals and surrenders 26

About loans
Making withdrawals
Advisory fees
Surrendering your policy

Your policy value..... 29
How we calculate your policy value
Monthly charges

Lapsing and reinstatement..... 32
About lapsing
Reinstating your policy

**Payment methods for the death benefit proceeds
and cash surrender value** 32

Other things to know about your policy 33
Entire contract
Statements and reports we will send you
Illustration
Communicating with us
When we process payments
Misstatement of age or sex
Contesting the validity of your policy
If the person insured by the policy commits suicide
Policy calculations
Dividends

Section 3 — Some definitions
This section explains some of the key terms we have used in the policy36

[RidersAttached
Waiver of monthly charges rider]

[Endorsements addedAttached
Aviation limitation endorsement
Level Cost of Insurance Endorsement]

About your premium payments

Minimum first premium \$[50.00]
Planned premium \$[1,500.00]
Frequency of your planned premium [ANNUAL]

You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your application. You do not have to pay your planned premiums, but if you do not, your policy may lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it is due.

Even if you pay all of your planned premiums, your policy may still lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it is due. We will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you do not pay it before the end of the grace period, your policy will lapse.

The amount of coverage, and the length of time that your policy remains in force, depends on:

- the amount and timing of your premium payments,
- whether you change the face amount or your death benefit option,
- the withdrawals you take or loans you make,
- the investment performance of the investment accounts,
- the amount of the monthly charges and premium tax charges,
- the interest rates on the fixed-rate account and loan account, or
- whether you change rider benefits.

Tax test

Tax test [GUIDELINE PREMIUM TEST]

[Initial Guideline Level Premium [\$2,493.14]]

[Initial Guideline Single Premium [\$26,361.28]]

How your premium payments are allocated

We deduct a premium tax charge from each premium payment you make, and then allocate your *net premium* to the investment options you choose.

We allocate your first net premium payment — and all premium payments you make during the right to cancel period — to the money market account.

Within five days after the end of the right to cancel period, we will allocate policy value in the money market account to the investment accounts you chose in your most recent allocation instructions.

We will allocate any premium payments you make after the right to cancel period to the investment options you selected, from your most recent allocation instructions, unless you tell us otherwise. You can transfer among investment options within the limits described in this policy. You may also change your allocations within the limits described in this policy.

Policy value

The value of your policy can change daily. We calculate it by adding the total amount allocated to the investment accounts, the fixed-rate account and the loan account.

Policy value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you have chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you have borrowed or withdrawn from the policy and the level of policy and rider benefits.

The investment options**Fixed-rate account**

The guaranteed minimum interest rate on the fixed-rate account is 3% per year, compounded annually. We may choose to set a higher rate for this account. The rate may be different from the interest rate on the loan account.

Investment accounts

The investment accounts are those available for the policy from TIAA-CREF Life Separate Account VLI-1.

Loans, withdrawals and surrenders

Any time after the right to cancel period ends you can take out a loan from us using your policy as collateral. The maximum amount you can borrow is 90% of your policy value.

The loan interest rate is fixed at an effective annual rate of 5% per year. The loan account guaranteed effective annual interest rate is 4.35%.

You can take out all or part of your cash surrender value by making withdrawals or surrendering your policy. This policy does not have a minimum guaranteed cash surrender value.

Policy charges**Charges deducted from your premiums**

Premium tax charge of [%] applicable to each premium paid.

Charges deducted from your policy

We deduct a monthly charge that has three parts:

- Guaranteed maximum policy fee: [\$10.00 per month for juveniles (issue ages under 18).
\$0.00 for adults ages 18 and higher]
- Guaranteed maximum cost of insurance charge: See the table in Section 1
- Charges for the riders you have added: [See the attached riders]

Charges deducted from the separate account

We deduct mortality and expense charges daily from the policy value allocated to the investment accounts.

These charges will never be more than effective annual rates of 0.95% for Policy Years 1-20 and 0.35% for Policy Years 21 and later.

See the TIAA-CREF Life Funds prospectus for the investment advisory charges of the different portfolios.

Charges for transfers

We reserve the right to charge \$25 for each transfer after the 12th transfer in any policy year.

However, there is no charge for transfers:

- to and from the loan account,
 - under the dollar cost averaging program,
 - under the automatic account rebalancing program, or
 - from the money market account to the investment accounts when we are transferring amounts we have been holding in the money market account during the right to cancel period.
-

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial face amount, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. You will find more about the monthly cost of insurance charge in Section 2.

POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE
[1	0.093333		30	1.225000		59	19.940000
2	0.097500		31	1.352500		60	21.402500
3	0.103333		32	1.481667		61	22.850833
4	0.110833		33	1.616667		62	24.265000
5	0.117500		34	1.759167		63	25.771667
6	0.126667		35	1.919167		64	27.378333
7	0.137500		36	2.105833		65	29.092500
8	0.150833		37	2.332500		66	30.730000
9	0.166667		38	2.597500		67	32.182500
10	0.184167		39	2.876667		68	33.727500
11	0.203333		40	3.176667		69	35.370000
12	0.222500		41	3.503333		70	37.105833
13	0.238333		42	3.871667		71	38.934167
14	0.250833		43	4.300000		72	40.875000
15	0.266667		44	4.797500		73	42.934167
16	0.287500		45	5.355000		74	45.119167
17	0.314167		46	5.976667		75	47.435000
18	0.346667		47	6.652500		76	49.887500
19	0.384167		48	7.368333		77	52.485833
20	0.431667		49	8.150000		78	55.235833
21	0.485000		50	9.019167		79	58.145833
22	0.540000		51	9.985833		80	61.220833
23	0.593333		52	11.049167		81	64.469167
24	0.646667		53	12.198333		82	67.896667
25	0.709167		54	13.420000		83	71.510833
26	0.785000		55	14.701667		84	75.316667
27	0.877500		56	15.978333		85	79.305833
28	0.985000		57	17.235000		86	83.333333]
29	1.102500		58	18.551667			

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page 15).

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
1	250%		30	122%		59	102%
2	250%		31	120%		60	101%
3	250%		32	119%		61	100%
4	250%		33	118%		62	100%
5	250%		34	117%		63	100%
6	250%		35	116%		64	100%
7	243%		36	115%		65	100%
8	236%		37	113%		66	101%
9	229%		38	111%		67	101%
10	222%		39	109%		68	101%
11	215%		40	107%		69	101%
12	209%		41	105%		70	101%
13	203%		42	105%		71	101%
14	197%		43	105%		72	101%
15	191%		44	105%		73	101%
16	185%		45	105%		74	101%
17	178%		46	105%		75	101%
18	171%		47	105%		76	101%
19	164%		48	105%		77	101%
20	157%		49	105%		78	101%
21	150%		50	105%		79	101%
22	146%		51	105%		80	101%
23	142%		52	105%		81	101%
24	138%		53	105%		82	101%
25	134%		54	105%		83	101%
26	130%		55	105%		84	101%
27	128%		56	105%		85	101%
28	126%		57	104%		86	101%]
29	124%		58	103%			

[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. The net single premium may also be affected by any riders you have added to this policy.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	208.09		30	531.10		59	895.40
2	215.51		31	545.36		60	903.33
3	223.20		32	559.71		61	911.68
4	231.15		33	574.18		62	921.05
5	239.36		34	588.78		63	932.44
6	247.85		35	603.54		64	947.29
7	256.60		36	618.44		65	968.21
8	265.62		37	633.41		66	990.10
9	274.89		38	648.35		67	990.10
10	284.42		39	663.16		68	990.10
11	294.19		40	677.88		69	990.10
12	304.21		41	692.52		70	990.10
13	314.50		42	707.07		71	990.10
14	325.09		43	721.49		72	990.10
15	336.04		44	735.69		73	990.10
16	347.33		45	749.55		74	990.10
17	358.94		46	763.03		75	990.10
18	370.85		47	776.07		76	990.10
19	383.04		48	788.65		77	990.10
20	395.48		49	800.83		78	990.10
21	408.13		50	812.59		79	990.10
22	420.97		51	823.88		80	990.10
23	434.01		52	834.64		81	990.10
24	447.29		53	844.82		82	990.10
25	460.85		54	854.39		83	990.10
26	474.64		55	863.36		84	990.10
27	488.62		56	871.76		85	990.10
28	502.72		57	879.77		86	990.10]
29	516.89		58	887.61			

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Section 2 — How your policy works

Policy ownership and beneficiaries

This section of your policy tells you about owners, beneficiaries and exchanges.

Who owns your policy

The owner is the person or people named in the application who make the decisions about the policy and its benefits while the person insured by the policy is living. The owner of this policy appears in Section 1. If you did not name an owner on your application, the person insured by the policy is the owner.

Your rights as a policy owner

As the policy owner, you have the following rights:

- to transfer ownership or assign the policy,
- to change the beneficiary(ies),
- to receive benefits and choose payment methods for them,
- to change the amount or timing of premiums,
- to change the death benefit option,
- to change the face amount,
- to reinstate the policy if it lapses,
- to take out a loan, make a withdrawal or surrender the policy,
- to change premium allocations and make transfers among investment options, or
- to change riders.

If you have named an irrevocable beneficiary, you will need his or her permission to make all of these decisions, except to change the amount or timing of premiums, reinstate the policy if it lapses, change premium allocations and make transfers among investment options.

If this policy has more than one owner and one of you dies, the surviving owner will hold all rights under the policy. If the last surviving owner dies, his or her estate will own the policy, unless you give us your written instructions to the contrary.

Assigning the policy

You can assign your policy in two ways:

- A *collateral* assignment does not change the ownership of the policy, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the policy to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We are not responsible for the validity of any assignment.

Transferring ownership

You can transfer ownership of this policy by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the policy. The new owner will have all the rights under the policy.

The transfer of ownership may be requested anytime during the lifetime of the insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or people you named in your application, or in a written form subsequent to the submission of your application, to receive the death benefit proceeds when the person insured by the policy dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the insured dies or if you have not named a beneficiary, you as the policy owner will receive the proceeds. If you are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries anytime before the death of the insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, the owner of the policy must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- If acceptable to us, the change will take effect as of the date the request is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written request for the change.
- If you change your beneficiary and you have chosen a monthly payment method for the death benefit proceeds or cash surrender value, we will cancel that payment method and you will have to choose a payment method again. You will find more about monthly payment methods in *Payment methods for the death benefit proceeds and cash surrender value*.

The death benefit

The amount of your policy's death benefit depends on the death benefit option you chose on your application. We offer three options under this policy. The option you chose appears in Section 1.

- Option A — the death benefit will be the same as your policy's face amount. This is known as a *level* death benefit.
- Option B — the death benefit will equal your policy's face amount plus your policy value. This is known as an *increasing* death benefit.
- Option C — the death benefit will equal your policy's face amount plus all premiums credited to the policy since the policy issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You will find more about the minimum death benefit later in this section. When the person insured by the policy reaches age 121, the death benefit for any of the options will be the same as your policy value.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your policy's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries after we have received due proof of the death of the insured and all information and documents requested by the company.

- The person must have died while the policy is in force.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you do not choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If the person insured by the policy commits suicide within two years of this policy's issue date, we will pay you only the premiums you have paid, less any outstanding loan amount and withdrawals you have made. You will find more about this in *If the person insured by the policy commits suicide*.

Understanding the minimum death benefit

For your policy to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You will find the test for your policy in Section 1. This test can not be changed once we have issued your policy.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your policy value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your policy value multiplied by a death benefit factor. You will find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the person insured by the policy dies. Death benefit proceeds will equal the death benefit under the option you have chosen, minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option starting at anytime on or after your first policy anniversary while your policy is in force. Here is how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We will make the change before we deduct the monthly charge.
- We will not allow a change if the monthly charges are being waived under a waiver of monthly charges rider.
- We will not allow any change in death benefit option that prevents the policy from qualifying as life insurance under federal tax law.
- We may restrict any changes from or to Option C.
- If your tax test is the cash value accumulation test, no change to Option C will be allowed.
- If a change in death benefit option would cause your policy to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We will send you a policy endorsement after we make the change.

Changing from Option A to Option B or Option C

Here is what you need to know about changing from Option A to Option B or Option C:

- The person insured by the policy must be living and you must give evidence of insurability satisfactory to us.
- After the change, the face amount can not be less than the minimum face amount shown in Section 1.
- We will decrease the face amount by the policy value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We will decrease the face amount on the effective date of the change. To do this, we will first reduce any increases in the face amount you have asked us for, starting with the most recent. Then we will reduce the initial face amount.

Changing from Option B or Option C to Option A

Here is what you need to know about changing from Option B or Option C to Option A:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will increase the face amount by the policy value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We will increase the face amount on the effective date of the change. The underwriting class for the increase will be the same as it is for the most recent increase that you requested. If you have not requested an increase, it will be the same as it is for the initial face amount.

Changing from Option B to Option C or from Option C to Option B

Here is what you need to know about changing from Option B to Option C or from Option C to Option B:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will adjust the face amount by the policy value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the face amount. A change from Option C to Option B will subtract this adjustment from the face amount.
- We will adjust the face amount on the effective date of the change. The underwriting class for any increase will be the same as it is for the most recent increase that you requested. If you have not requested an increase, it will be the same as it is for the initial face amount.
- Any decrease in the face amount will also be on the effective date of the change. To do this, we will first reduce any increases in the face amount you have asked us for, starting with the most recent. Then we will reduce the initial face amount.

Changing the face amount

Your policy's initial face amount is the amount of insurance coverage on the issue date. You will find the initial face amount in Section 1.

The face amount may change if any of the following happens:

- you ask us to increase or decrease it,
- you change your death benefit option,
- you make any withdrawals, or
- you accelerate your death benefit.

You can ask us to increase or decrease the face amount at any time starting on your first policy anniversary. You must send us your written request while your policy is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we have approved the change, we will send you a policy endorsement showing your new face amount.

Increasing the face amount

Here is what you need to know about increasing the face amount:

- The person insured by the policy must be living and must not have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting class and cost of insurance rates.
- We will apply the tax test shown in Section 1 to any increase in the face amount to make sure your policy still qualifies as life insurance under federal tax law.
- You can not increase the face amount if the monthly charges are being waived under a waiver of monthly charges rider.
- We reserve the right to limit increases in the face amount to one increase in any 12-month period.

Decreasing the face amount

Here is what you need to know about decreasing the face amount:

- The person insured by the policy must be living on the date we receive your request.
- Each decrease you request must be at least \$25,000.
- The face amount after the decrease must not be less than the minimum face amount for this policy.
- To apply the decrease, we will first reduce any increases in the face amount you have asked for, starting with the most recent. Then we will reduce the initial face amount.
- We will not allow any decrease in face amount that prevents the policy from qualifying as life insurance under federal tax law.
- If a decrease in face amount would cause your policy to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.

Accelerated death benefits

If the person insured by your policy is diagnosed with a terminal illness, you can apply to get part or all of your policy's death benefit early. This is called *accelerating your death benefit*. You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we will deduct the following from the death benefit amount you have asked for before making a payment:

- one year of interest equal to the yield on a 90-day Treasury bill on the date we approve your application,
- an administrative expense charge of up to \$200,
- any unpaid amounts due within your policy's grace period on the date we approve your application, and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you are getting early to the total death benefit available for acceleration under your policy on the date we approve your application.

If you only get part of your death benefit early, the rest of your policy's death benefit will remain in place. We will continue to deduct monthly charges from your policy value, unless your monthly charges are waived under a waiver of monthly charges rider.

Here is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the person insured by the policy has a terminal illness and 12 months or less to live. The terminal illness can not be caused by intentionally self-inflicted injuries.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you have assigned the policy before we can make a payment.
- If you are applying to get all of your death benefit early, send this policy and any riders you have added with your application. If you are only applying for part of the death benefit, we will send you a policy endorsement once we approve your application.
- The person insured by the policy must be living and your policy must be in force when we approve your application. If that person dies before we make the payment to you, we will pay the death benefit proceeds to your beneficiary.
- We will not approve your application if you are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your policy

If you choose to get all of your death benefit early, your policy will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we will reduce your face amount, policy value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit that was available for acceleration on the date we approved your application.

When we reduce your face amount, we will first reduce any increases in the face amount you asked for, starting with the most recent. Then we will reduce the initial face amount. We will reduce the policy value proportionately from all of your investment options on the date we approve your application.

Getting the death benefit early will not affect our rights to contest your policy. You will find more about this in *Contesting the validity of your policy*.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from this policy's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in face amount for which evidence of insurability had been provided, or a change in death benefit options, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

We will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this policy's death benefit, if any, and any remaining face amount, policy value or outstanding loan amount.

All about premiums

Your policy gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and Limits on the premium payments you can make. We deduct a premium tax charge from each premium payment, and then allocate your net premium to the investment options you have chosen on the business day we receive your payment. You will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You will find your minimum first premium payment in Section 1. It was due on your policy's issue date. Your insurance coverage started when you paid this premium and we issued your policy.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here is how it works:

- You will find the amount and frequency of your planned premium in Section 1. You chose these on your application.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We will send you a notice to remind you of your planned premium payment. We will not send a notice if you have chosen to make scheduled electronic payments. You are not required to make planned premium payments, but if you miss a payment, your policy may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your policy could still lapse if its cash surrender value is not enough to cover your monthly charges. You will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time.
- We reserve the right to limit total premium payments allocated to the fixed-rate account to \$500,000 within a policy year.
- While this policy is in force, we will accept premium payments while the person insured by the policy is living or until he or she reaches age 121.
- We will treat any payment you make during the life of your policy as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your policy will stay in force until the insured's age 121.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your policy's tax test is the guideline premium test, we will refuse to accept all or part of a premium payment if, by accepting it, your policy would no longer qualify as life insurance under federal tax law. You will find the tax test for this policy in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your policy to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we will send it no later than 60 days after the end of the policy year in which you paid the premium. We will not return a premium payment if it would cause your policy to lapse. You will find more about lapsing in *Lapsing and reinstatement*.

Allocating your premiums

We will allocate your net premium payments, other than those received during the right to cancel period, on the business day we receive them to the investment options you chose in your most recent allocation instructions.

You can write to us at any time to change your allocation instructions. Your allocation percentages must be in whole numbers and add up to 100%. We will apply your new instructions to all net premiums we receive starting on the business day we receive your request.

Your investment options

We put your premium payments in our general and separate accounts. We own the assets in our accounts and allocate your net premiums to the investment options you have chosen.

You can choose to allocate your premiums to the fixed-rate account or to a number of investment accounts. Amounts allocated to the fixed-rate account are held in our general account. Amounts allocated to the investment accounts are held in our separate account.

The fixed-rate account

You can choose to allocate any or all of your premium payments to the fixed-rate account. Or you can transfer policy value from the investment accounts to the fixed-rate account. You will find more about making transfers in Transferring among investment options.

The policy value in the fixed-rate account earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed-rate account may be different than the interest rate on the loan account.

Turn to Your policy value for more about how we calculate policy value in the fixed-rate account.

The investment accounts

Each portfolio is managed by an investment advisor registered under the Investment Advisors Act of 1940. You will find more about the portfolios in the TIAA-CREF Life Funds prospectus.

About units

When you allocate, transfer or add an amount to an investment account, we use that amount to buy *units*.

Similarly, when you transfer, withdraw or surrender an amount from an investment account, we redeem and cancel units in that investment account. We calculate the number of units we buy or redeem by dividing the amount of the transaction by the *unit value* of the investment account at the end of the business day on which we process the transaction.

We calculate how much of your policy value is in an investment account by multiplying the number of units you hold in that account by the account's unit value. Turn to *Your policy value* for more about how we calculate total policy value in the investment accounts.

About investment performance

We also use unit value to measure the investment performance of the investment accounts. We calculate the unit value for each investment account at the end of every business day by multiplying the unit value for the previous business day by the net investment factor for the current business day.

On any business day, here is how we calculate the net investment factor for an investment account:

- a) we take the net asset value per share of the corresponding portfolio of the investment account at the end of the day. This amount does not include any transactions made by policyholders or any monthly charges we have deducted or benefits we have paid during that day.
- b) we add to a) the per share amount of any dividends or capital gains distributed by the portfolio that day less any amount paid or reserved for the tax liability associated with operating the account since the previous business day.
- c) we then divide the sum of a) and b) by the net asset value per share of the corresponding portfolio of the investment account at the end of the previous business day. This amount includes any transactions made by policyholders or any monthly charges we have deducted or benefits we have paid during that day.
- d) finally, we subtract from the amount calculated in c) the daily mortality and expense risk charge and the daily investment advisory expense charge. You will find the guaranteed maximum mortality and expense risk charge in Section 1. You will find more about the investment advisory expense charge in the TIAA-CREF Life Funds prospectus.

If the daily mortality and expense risk charge changes, the units and unit values will be adjusted to reflect such change. In no event will the mortality and expense risk charge be more than the guaranteed maximum rate shown in Section 1. Unit values on any non-business day are determined using the unit value as of the most recent business day.

Transferring among investment options

You can make transfers among the investment accounts and the fixed-rate account. Transfers will normally be effective at the end of the business day we receive your request.

Here is what you need to know about making transfers.

- The minimum amount for a transfer is \$250 or the total value of the investment option you are transferring from, whichever is less. Your transfer allocations must be in whole dollar amounts or full percentages.
- The total amount of transfers in any policy year from the fixed-rate account may not exceed the greater of: 25% of the current balance in the fixed-rate account or the amount transferred from the fixed-rate account in the immediately preceding policy year.
- We will not charge you for the first 12 transfers you make in any policy year. We reserve the right to charge you \$25 for any transfer after the 12th transfer. We will not charge you for the transfers described in Section 1.
- We will deduct the transfer charge, if there is one, from the investment option to which you are transferring.
- If you are transferring to more than one investment option at a time, we will deduct the charge, if applicable, from all your targeted investment options in proportion to the amount transferred into each option.
- We reserve the right to allow you to make only one transfer from each investment option within any 90-day period.
- If you do not have enough policy value in an account to cover a transfer, we will transfer the remaining amount in the account into the account to which you are transferring. If you are transferring to more than one account, we will transfer the remaining amount in the account into the accounts to which you are transferring in proportion to your transfer instructions.
- To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an investment option in order to curb frequent transaction activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an investment option. In accordance with applicable law, we may limit the transfer feature of this policy at any time.

Dollar cost averaging transfer program

Our dollar cost averaging program allows you to make scheduled transfers from the fixed-rate account or a money market account (source account) to the investment accounts. Here is how the program works:

- You must authorize us to start the program.
- You choose the dollar amount of each transfer, but the amount must be at least \$100.
- You decide how many scheduled transfers to make. However, we may require a minimum number of transfers for this program. If you do not choose a number, transfers will be made until there is no policy value remaining in the source account.
- The first transfer will be made on the first monthly charge date after: a) the right to cancel period has ended; or b) we receive your request to start the program, whichever is later. When the monthly charge date falls on a day that is not a business day, we will transfer into the investment accounts using the unit values as of the immediately preceding business day.
- You choose whether transfers will be made monthly or quarterly. If you do not select a timing, we will make monthly transfers.
- You decide how the transfers will be allocated into the investment accounts.
- We will not charge you for any transfers made under this program.
- Dollar cost averaging is not available if the automatic account rebalancing program is in effect.
- We reserve the right to allow you to start only one dollar cost averaging program in any policy year.
- We reserve the right to discontinue the dollar cost averaging program. We will give you at least 30 days advanced notice if we discontinue the program.

We will keep making transfers until one of the following happens:

- you authorize us to cancel the program,
- you do not have enough policy value in the source account to cover a transfer. If this happens, we will automatically transfer the remaining amount in the source account into the investment accounts you chose in your most recent dollar cost averaging transfer allocation instructions, or
- we have made the number of transfers you have asked us to make.

Automatic account rebalancing program

Our automatic account rebalancing programs allows you to maintain your specified allocation mix among the fixed-rate and investment account options. Here is how the program works:

- You authorize us to start the program.
- You choose whether to readjust your account allocations on a monthly, quarterly, semi-annual, or annual basis.
- We will automatically make the necessary transfers to maintain your specified allocation under the program.
- We will not charge you for any transfers made under this program.
- Automatic account rebalancing is not available if the dollar cost averaging program is in effect.

We will keep making account reallocations until you tell us in a form satisfactory to us to cancel the program.

About the separate account

The TIAA-CREF Life separate account, VLI-1, funds the investment accounts offered under this policy. We own the assets in the VLI-1 account and keep them separate from our other separate accounts and from the general account.

We use the VLI-1 account to support the benefits for this policy and other similar policies. We must keep enough money in the VLI-1 account to cover the policy values allocated to the investment accounts under the policies funded by the account, but we can transfer any amount that is more than these liabilities to our general account.

We can not charge the assets of the VLI-1 account with any liabilities from our other business.

Similarly, the income, gains or losses, realized or unrealized, of the assets of an investment account belong to that investment account and are credited to or charged against the assets held in that investment account without regard to our other income, gains or losses. We comply with all laws and regulations that apply when we value the assets of the VLI-1 account.

If we believe it is in your best interests and it is appropriate for the purposes of this policy, we can take certain actions. We will give you notice if it is needed, and we will get approval from you, the SEC or any other regulatory authority when needed by law. Here is what we can do:

- deregister the VLI-1 account under securities law,
- operate the VLI-1 account in any form allowed under securities and other law,
- take any action needed to comply with, maintain or get any exemption from securities law,
- transfer any assets from an investment account into another investment account, or into other separate accounts or our general account,
- add, combine or remove investment accounts in the VLI-1 account,
- substitute a portfolio's shares held in an investment account with another class of shares issued by the portfolio, or with shares of another investment company or any other investment allowed by law,
- change the way we deduct or collect charges under the policy as long as any increase in charges is allowed under the terms of this policy,
- modify this policy as needed so that it continues to qualify as life insurance under federal tax law, or
- add to, cancel or suspend your ability to allocate net premiums or transfer policy value in any of the Investment options to any other investment options.

We reserve the right to make any other technical changes to this policy that are necessary to conform with the actions listed above.

We will tell you if any of these actions result in a material change in the underlying portfolios of an investment account you have allocated policy value to. We will file details of any material change with a regulatory authority if needed, and the change will be subject to any approval required.

If you object to a material change that affects an investment account to which you have allocated policy value, you can ask us to transfer that policy value into another investment option. We must receive your transfer request at our administrative office within 60 days of the postmarked date on the notice of material change we send to you. We will not charge you for this transfer.

The VLI-1 account is a separate investment account under New York state laws. It is registered as a unit investment trust with the SEC under the Investment Company Act of 1940.

The investment policy of the separate account can not be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

Loans, withdrawals and surrenders

You can get access to all or some of your policy value while your policy is in force by making partial withdrawals or surrendering your policy. You can also take out a loan from us using your policy as collateral.

About loans

You can borrow money from us any time after *your right to cancel policy* period ends and while the person insured by the policy is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your policy value as collateral. You pay interest on the amount you borrow. The policy value set aside to secure your loan also earns interest. Here is how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you are borrowing from your policy value in the investment options to the loan account. If you do not tell us which investment options from which to take the loan amount, we will transfer it from all of your investment options in proportion to the policy value you have in each option.
- The amount of policy value in the loan account earns interest. You will find more about the loan account later in this section. You will find more about how we calculate policy value in the loan account in *Your policy value*.
- Taking out a loan may affect your policy value because the amount set aside in the loan account will not participate in any potential earnings made possible through the investment options.
- Interest owed on the amount you have borrowed accrues daily at an annual rate set by us. You will find more about our interest rates later in this section.
- Interest that has accrued during a policy year is due on your policy anniversary and whenever the cash surrender value is not enough to cover the monthly charge. If you do not pay the interest when it is due, we will add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each policy anniversary, if your outstanding loan amount is greater than your policy value in the loan account, we will transfer the difference from the investment options to the loan account. If you do not tell us which investment options from which to take this amount, we will transfer it from your investment options in proportion to the policy value you have in each option.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the policy value, your policy will enter the grace period. You will find more about the grace period in *The grace period*.

How much you can borrow

The minimum amount you can borrow is \$1,000. The maximum amount you can borrow is 90% of your policy value. Throughout this policy, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan

You can repay all or part of your outstanding loan amount any time while your policy is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We will not deduct a premium tax charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the investment options you choose. If you do not tell us which investment options to which to make the transfer, we will use your most recent premium allocation instructions.

If you do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the person insured by the policy dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your policy's first anniversary as long as the policy is in force and the person insured by the policy is living.

Here is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least \$1,000.
- A withdrawal can not be for more than 90% of your policy's cash surrender value.
- The amount we send you will be reduced by a \$20.00 service charge.
- If you do not tell us which investment options from which to take the withdrawal, we will take it from all of your investment options in proportion to the policy value you have in each option.
- We reserve the right to allow you to make only one withdrawal from any one investment option within a 90-day period.
- We will send you a policy endorsement showing you any changes in your policy's benefits and values after you have made a withdrawal.
- We will not allow any withdrawal that prevents the policy from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your policy to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the face amount

If you have chosen death benefit Option B, making a withdrawal will not reduce your policy's face amount. If you have chosen death benefit Option A or C, the face amount will be reduced by the amount withdrawn. If there are in force increases in face amount, the reduction will be allocated among the initial face amount and in force increases in face amount on a pro-rata basis.

Your face amount can never be less than the minimum face amount shown in Section 1. If a withdrawal will cause your face amount to be less than the minimum face amount, you must reduce the amount of the withdrawal or surrender the policy.

Advisory Fees

In certain situations, as agreed to between you and an investment advisor, advisory fees may be deducted each quarter from specified investment options to compensate an advisor for any management of your policy. The fees may be deducted from the fixed-rate account and/or all of the investment accounts (except the collateral loan account) in proportion to the policy value in each investment option (pro-rata) or they can be deducted from designated investment options as specified by you. These fees may be considered withdrawals from the policy for tax purposes. No charges will be assessed by us for the withdrawal of these fees and the face amount will not be reduced by the amount of these fees.

Surrendering your policy

If you surrender your policy for its cash surrender value, your insurance coverage under this policy will end. The cash surrender value is your policy value less any outstanding loan amount. We will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

This policy does not have a minimum guaranteed cash surrender value.

Your policy value

Policy value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you have chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you have borrowed or withdrawn from the policy, and the level of policy and rider benefits.

How we calculate your policy value

Your policy value is equal to the total amount allocated to the investment accounts, the fixed-rate account and the loan account. You will find more about the investment accounts and the fixed-rate account in *Your investment options*. You will find more about the loan account in *Loans, withdrawals and surrenders*.

We will adjust your policy value if we find out that you stated the age or gender of the person insured by the policy incorrectly on your application and that person is living. We will retroactively adjust the policy value to reflect the monthly charges we should have deducted for the correct age or gender. You will find more about this in *Monthly charges*.

Calculating policy value in the fixed-rate account

On the policy date, the policy value in the fixed-rate account equals the net premiums allocated to this account less the part of the first monthly charge deducted from this account.

To calculate total policy value in the fixed-rate account on any day, we start with the net premiums you have allocated to the account. Then we add:

- any amounts you have transferred into the account from an investment account or the loan account, and
- any interest accrued.

Finally, we subtract:

- any monthly charges deducted from the account,
- any withdrawals you have made from the account,
- any amounts transferred from the account to an investment account or the loan account,
- any fees deducted from the account for transfers, and
- any advisory fees deducted from the account.

If we are calculating the policy value in the fixed-rate account on a monthly charge date, we will also subtract the part of that date's monthly charge that is associated with this account.

Calculating policy value in the investment accounts

On the policy date, the policy value in each investment account equals the net premiums allocated to that account less the part of the first monthly charge deducted from that account.

On any other day, the policy value in any investment account is equal to the number of units in the investment account multiplied by the unit value for that account. You will find more about units and unit values in *Your investment options*.

To calculate the total number of units, we start with the number of units you bought on the issue date.

Then we add units of the account you bought:

- using additional net premiums, and
- through any transfers from other investment options or the loan account.

Finally, we subtract units of the account redeemed:

- to pay for monthly charges,
- to pay for withdrawals,
- through any transfers to another investment option or the loan account,
- to pay for transfer fees, and
- to pay any advisory fees.

If we are calculating the policy value in an investment account on a monthly charge date, we will also subtract the part of that date's monthly charge that is deducted from this account.

Calculating policy value in the loan account

To calculate the total policy value in the loan account on any day, we add:

- any amounts transferred into the account, and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges

We deduct a monthly charge from your policy value on each monthly charge date. Unless you provide us with instructions to the contrary, we will make the deductions from the fixed-rate account first, and if there is no policy value in the fixed-rate account, the other investment options in proportion to the policy value you have in each option. We will stop deducting the monthly charge when the person insured by the policy reaches age 121.

The monthly charge has three parts:

Policy fee

You will find the guaranteed maximum policy fee in Section 1.

Cost of insurance charge

Here is how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000, and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial face amount and each increase in the face amount you have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the policy value. The net amount at risk can never be less than zero.

When we are calculating net amount at risk, we allocate the policy value to the initial face amount and any increases in the face amount in proportion to the total face amount. If we have increased your death benefit in accordance with the *minimum death benefit*, we allocate that increase to the initial face amount and any increases in the face amount you have asked for in proportion to the total face amount.

The monthly cost of insurance rates for the net amount at risk of this policy are based on the age, gender and underwriting class of the person insured by the policy. They are also based on the policy's face amount, death benefit option and the number of years the policy has been in force.

The monthly cost of insurance rates for the initial face amount will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

If the Insured's age at issue of this contract is more than 17 and while the Insured's age at last birthday is no more than 75, you have the right to add at issue or after issue (including renewal) an endorsement that will provide for level cost of insurance rates for a fixed period of time. The period of time may be limited by the age at issue. The addition or renewal of the endorsement will be subject to the then current evidence of insurability requirements satisfactory to us.

Charges for optional riders

If you have added any riders to your policy, we add any charges for them to your monthly charge. You will find more in *Riders you have added*.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates, mortality and expense risk charges, premium tax charges and policy fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rate and the other rates and charges will never be greater than the respective guaranteed maximums. We will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this policy.

Changes we make to rates and charges will be the same for all policies that have the same face amount, death benefit option and policy year, and where the people insured by the policies have the same issue age, gender and underwriting class. Changes will first apply on the next monthly charge date.

We will calculate changes in policy cost factors prospectively. We will review interest rates at least once a year. We will review all other charges at least once every five years.

We will not change our charges more than once a month. We will not change our charges because of a change in the health or job of the person insured by this policy. We also will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your policy's cash surrender value is less than the monthly charge on the date it is due, your policy may lapse, which means you will no longer have any insurance coverage. If your policy is in danger of lapsing, we will give you a grace period to pay the premium needed. If your policy lapses, you have three years from the end of the grace period to apply for reinstatement. You can not reinstate your policy if you surrender it.

About lapsing

Generally, if your policy's cash surrender value is not enough to cover the monthly charge on the date it is deducted, your policy may lapse.

We will tell you the minimum payment you have to make in order to keep your policy in force. You will be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions. We will send a lapse notice to you, any third party designated by you, and to anyone you have assigned your policy to, at the most recent addresses we have in our records.

The grace period

We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you. When the cash surrender value is insufficient to cover the monthly charge, we will transfer any remaining policy value in the investment options into a special holding account that does not earn interest.

If we do not receive the minimum payment within the grace period, your policy will lapse with no value. If your policy lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your policy lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you have assigned your policy to, at the most recent addresses we have in our records.

Reinstating your policy

If your policy lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the policy only, excluding any riders.

We will approve the reinstatement of your policy if you send us the following:

- an application provided by us,
- evidence of insurability satisfactory to us, and
- payment of:
 - any outstanding loan amount as of the date the policy lapsed, or reinstatement of that amount,
 - all unpaid monthly charges as of the date the policy lapsed, plus interest at an annual effective rate of 6% from the date the policy lapsed to the date we reinstate it, and
 - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your policy on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your policy, the policy value will increase by the amount you paid to reinstate it, less:

- any loan payment,
- any unpaid monthly charges with interest, and
- any premium tax charge.

If we reinstate your policy on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the policy. You will find more about the cash surrender value in Surrendering your policy.

Other things to know about your policy

Entire contract

The entire contract consists of this policy; any attached additional benefit riders, endorsements, original application and any subsequent application(s) for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements made in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it is a material misrepresentation contained in the application(s).

Only our President, a Vice President or the Secretary may change the terms of this policy or waive any of our rights or requirements under it.

Statements and reports we will send you

We will send you an annual statement. We may send you other periodic statements. The statements will give you information about your policy, including:

- death benefit proceeds,
- face amount,
- current interest rates for the fixed-rate account and loan account,
- policy value,
- cash surrender value,
- any outstanding loan amount,
- premium payments you have made,
- premium tax charges we have deducted,
- monthly charges we have deducted, and
- any other information that is needed by law in the state where we delivered this policy.

We will also send you confirmations as required by the Securities and Exchange Commission when you pay premiums, transfer between investment options, and perform most other transactions.

Illustrations

Starting on your first policy anniversary, you can ask us to send you an illustration showing hypothetical projections of your policy value and death benefit. We reserve the right to limit the number of illustrations to no more than one per policy year.

Communicating with us

You should send all payments, and any correspondence to us, to our administrative office. You will find the address on the front cover of this policy. You should always include your policy number, your full name and current address, and the full name of the person insured by the policy.

When we process payments

We send out all payments from our administrative office. You will find the address on the front cover of this policy.

We may delay making any withdrawals, loans, transfers and surrenders from the investment accounts or applying any premium payments to the investment accounts under unusual circumstances; for example, if:

- the New York Stock Exchange closes on a day other than a regular holiday or weekend,
- the SEC determines that trading on the New York Stock Exchange is restricted or that an emergency exists, or
- the corresponding portfolio of an investment account lawfully suspends payment or redemption of its shares.

We may delay payments of withdrawals, loans, transfers and surrenders from the fixed-rate account for up to six months. We will not delay a payment if it needs to be used as a premium payment for any policy you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds.

We may delay payments of death benefit proceeds from the fixed-rate account for up to thirty days.

We pay interest at an annual rate of 8% from the date of the insured's death to the date death benefit proceeds are paid if we delay payment of death benefit proceeds.

All payments we make to you under this policy are exempt from the claims of any creditors, to the extent allowed by law. You can not assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If we find out that you stated the age or gender of the person insured by the policy incorrectly on your application, we will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders, the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your policy

This policy will be incontestable after it has been in force during the insured's lifetime for two years from its issue date. If we successfully contest this policy during the first two years, we will refund your premiums.

The amount of any increase in the death benefit due to a death benefit option change will be incontestable after such change has been in force during the insured's lifetime for two years from the date the change takes effect. If the face amount has been increased subject to evidence of insurability, such increase will be incontestable after it has been in force during the insured's lifetime for two years from the date the increase takes effect. If we successfully contest a death benefit option change or an increase in face amount subject to evidence of insurability, the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is reinstated, statements made in the reinstatement application will be incontestable after this policy has been in force during the insured's lifetime for two years from the reinstatement date.

If this policy is issued as a result of a conversion option from term insurance issued by us, the contestable period will be measured from the issue date of the term policy.

The contestable period of any additional benefit rider attached to this policy is stated in the rider.

If the person insured by the policy commits suicide

In the event of the suicide of the insured, while sane or insane, within two years from this policy's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of the insured, while sane or insane, within two years from the effective date of any increase in face amount for which evidence of insurability had been provided, or within two years from the effective date of a death benefit option change, our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is issued as a result of a conversion option from term insurance, the suicide period will be measured from the issue date of the term policy.

The suicide exclusion of any additional benefit rider attached to this policy is stated in the rider.

Policy calculations

The values under this policy comply with the laws of the state where we delivered this policy. We have filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the age as of last birthday, gender, and if applicable, the tobacco use status of the person insured by the policy. We use an annual interest rate of 4%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates, taking into account the number of policy years and the issue age, gender and underwriting class of the person insured by the policy. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This policy is a non-participating policy and does not pay dividends.

Section 3 — Some definitions

administrative office

the office you must contact to exercise any of your rights under the policy. You should send all payments and requests to:

TIAA-CREF Life Insurance Company,
[P.O. Box XXX,
Atlanta, GA 31139],
[1 877 694 0305]

age

a person's age on the policy date (the issue age shown in Section 1), plus the number of full policy years completed since the policy date. We increase "age" by one year on each policy anniversary.

business day

any day that the New York Stock Exchange or its successor is open for trading. It usually ends at 4:00 pm Eastern Time or when trading closes on the New York Stock Exchange or its successor, whichever is earlier. If we receive your payment or request after the end of a business day, we will process it as of the end of the next business day.

cash surrender value

your policy value less any outstanding loan amount.

death benefit proceeds

the amount we pay to your beneficiaries when we receive due proof of the death of the person insured by the policy. The amount equals the death benefit under the death benefit option you have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you have chosen (the initial face amount in Section 1), plus any in force increases in face amount, less any decreases in face amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed-rate account

an investment option supported by our general account. The policy value allocated to this account earns interest at a rate no less than the guaranteed minimum rate of interest, shown in Section 1.

general account

the account containing all of our assets other than those in the separate account.

in force

when our obligations under the policy begin once we receive your first premium payment and issue this policy. Your policy will be in force until the person insured by the policy dies, the grace period expires and your policy lapses, or you surrender or exchange your policy.

initial face amount

the face amount on the issue date, shown in Section 1.

investment account

an investment option that invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds. Each investment account is a subaccount of the separate account, VLI-1.

investment options

the options you can choose from when you are allocating net premiums under this policy. The investment options for this policy are the investment accounts and the fixed-rate account.

issue age

the age, shown in Section 1, of the person insured by the policy on the policy date.

issue date

the day, shown in Section 1, that we issued this policy at our administrative office. We measure the suicide and contestability periods from the issue date.

licensed physician

an individual licensed to practice medicine in the state in which this policy is delivered and who is acting within the scope of such license. A licensed physician does not include you, the person insured by the policy, or a person who lives with you or the person insured by the policy.

loan account

an account within our general account to which we transfer policy value from the investment options as collateral when you take out a policy loan. The policy value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance policy that is defined in Section 7702A of the Internal Revenue Code. It does not receive the same tax advantages as other life insurance policies.

monthly charge date

the day we deduct the monthly charge from your policy value. It is the same date of each calendar month as the policy date or it is the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this policy and any riders you have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then, from this amount, we subtract the policy value, before we deduct the cost of insurance charge.

net premium

any premium payment, less a premium tax charge, that we allocate to an investment option.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

policy anniversary

the same date of each calendar year as the policy date shown in Section 1.

policy date

the effective date of this policy shown in Section 1. Policy months, policy years and policy anniversaries are measured from the policy date.

policy value

the total amount in the investment accounts, the fixed-rate account and the loan account.

policy year

a year that starts on the policy date or on a policy anniversary.

portfolio

an investment portfolio of the TIAA-CREF Life Funds or other externally managed funds that has its own investment objective, strategy and risk.

premium tax charge

a charge from each premium payment to reimburse us for state premium tax costs. This premium tax charge is based on the state of issue and will remain fixed throughout the life of your policy.

SEC

Securities and Exchange Commission.

securities law

the Investment Company Act of 1940.

separate account

the TIAA-CREF Life separate account, VLI-1. It is divided into investment accounts, each of which invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your policy's minimum death benefit and the maximum amount of premium you can pay. Once we issue your policy, the tax test can not be changed.

underwriting class

a class we assign to the person insured by the policy and use to calculate cost of insurance charges. Classes are based on health, whether or not the person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

unit

a measure used to calculate the amount of policy value in any investment account.

This page has been left blank intentionally.

Key features of your Flexible Premium Variable Universal Life Insurance policy

- Adjustable death benefit
- Flexible premiums payable during the insured's lifetime
- Premiums can be allocated to the fixed-rate account and/or to our investment accounts
- **Policy value, death benefit and length of coverage can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance**
- **The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this policy**
- Pays death benefit proceeds when the person insured by the policy dies
- Can be cashed in for its cash surrender value
- Non-Participating policy. This policy does not pay dividends
- Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable

SERFF Tracking Number: *TCRE-125470849* *State:* *Arkansas*
Filing Company: *TIAA-CREF Life Insurance Company* *State Tracking Number:* *38716*
Company Tracking Number: *AM-SVUL.3 AR (2008)*
TOI: *L061 Individual Life - Variable* *Sub-TOI:* *L061.002 Single Life - Flexible Premium*
Product Name: *Individual Single Life Variable Universal Life Insurance Filing*
Project Name/Number: *2001 CSO Repricing/AM-SVUL.3 AR (2008)*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TCRE-125470849 State: Arkansas
 Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 38716
 Company Tracking Number: AM-SVUL.3 AR (2008)
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
 Product Name: Individual Single Life Variable Universal Life Insurance Filing
 Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Supporting Document Schedules

Review Status:

Bypassed -Name: Certification/Notice 02/01/2008

Bypass Reason: Flesch certification not applicable as this is a vatriable product.

As for the remaining certifications, please see attached cover letter

Comments:

Review Status:

Satisfied -Name: Application 02/01/2008

Comments:

Attachments:

Application Part 1.pdf

Application part 2.pdf

Review Status:

Satisfied -Name: Comparison Policy with redline
strikeout 02/28/2008

Comments:

Attachment:

DVComparison_ARKANSAS STATE SPECIFIC VUL POLICY-ARK Single VUL AM-SVUL 3 2008.pdf

Review Status:

Satisfied -Name: Accelerated death Benefit
disclosure 02/28/2008

Comments:

Attachment:

Generic 2008 Single ADB Disclosure.pdf

Review Status:

Satisfied -Name: Certification of Reg 33 04/24/2008

Comments:

Attachment:

Signed VUL Arkansas cert (2).pdf

SERFF Tracking Number: TCRE-125470849 State: Arkansas
Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 38716
Company Tracking Number: AM-SVUL.3 AR (2008)
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: Individual Single Life Variable Universal Life Insurance Filing
Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Review Status:

Satisfied -Name: Comparison copy 07/23/2008

Comments:

Attachment:

Policy comparison original vs revised.pdf

Review Status:

Satisfied -Name: Cover letter dated July 23, 2008 07/23/2008

Comments:

Attachment:

Arkansas cover letter.pdf



FINANCIAL SERVICES
FOR THE GREATER GOOD™

8500 Andrew Carnegie Boulevard
Charlotte, NC 28262-8500

TIAA-CREF LIFE INSURANCE COMPANY

For Home Office Use Only:
File No. _____

APPLICATION FOR UNIVERSAL LIFE INSURANCE - PART I

SECTION A: Type of Life Insurance Policy and Face Amount

1. What type of policy are you applying for? 2. Face Amount: \$ _____
- Variable Universal Life Fixed Universal Life

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SECTION B: Proposed Insured

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1. Title: _____ First Name: _____ Middle Initial: _____ Last Name: _____
2. Sex: M F 3. Social Security #: _____
4. Marital Status: Single Married Divorced Widowed Separated
5. U.S. Citizen: Yes No If no, are you in possession of a Permanent Residency Card/Other? Yes No
- If yes, what type: _____ Expiration Date: _____
6. Date of Birth: _____ 7. Birthplace: _____
- Month Day Year City/State/Country (if outside the U.S.)
8. Residential address/street: _____ Apt. #: _____
- City: _____ State: _____ Zip: _____
9. Daytime phone #: (_____) _____ - _____ Evening phone #: (_____) _____ - _____
10. Email address: _____
11. Driver's license #: _____ 12. State issued: _____
13. Current employer's name: _____
14. Employer's address/street: _____
- City: _____ State: _____ Zip: _____
15. Occupation: _____ 16. Length of employment: _____
17. Annual Income: _____ 18. Net Worth: _____

SECTION C: Insurance Cost Options and Additional Policy Benefit (Rider)

Insurance Cost Options:

Riders (Additional charges will apply):

- 10-year Level Endorsement
- 20-year Level Endorsement
- Traditional Age-Based

- Waiver of Monthly Charges

(If left blank, the traditional age-based cost will apply)

SECTION D: Policy and Payment Information

1. Have you received an illustration for this policy? Yes No

2. Planned Annual Premium: _____

a. **Payment Mode:** Annually Semi-annually Quarterly Monthly (EFT only)

b. **Payment Method:**

Electronic Funds Transfer (EFT) - (Attach your voided check or savings deposit slip)

To authorize payment by EFT, you must provide the following information:

Acct.Type: Checking Savings Acct. # _____ Bank Transit #* _____

Name(s) on Account _____

Name and Address of Bank _____ Telephone No. _____

*Refer to the bottom of your check or savings deposit slip for the 9-digit number.

Check (Please do not send payment at this time)

c. Will you be making any **additional** premium payments into this policy when it's issued? Yes No

If yes, how much? \$_____ Is this money coming from another life insurance policy? Yes No

If yes, name of insurance company _____

3. **Death Benefit Option:**

Option A - Level
(death benefit equals
face amount)

Option B - Increasing
(death benefit equals face amount
plus policy cash value)

Option C - Face Amount + Premium
(death benefit equals face amount
plus premiums paid)

4. **Definition of Life Insurance Test:**

Guideline Premium Test **Cash Value Accumulation Test** (not available with Option C)

Guideline Premium Test will be used unless Cash Value Accumulation Test is checked.

Cannot be changed after issue.

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SECTION E: Additional Party to Receive Premium Notices

Premium notices will be mailed to the owner(s). If you want an additional party to receive a copy of the notice, please complete the following mailing information:

Name: _____ Phone #: (____) _____ - _____

Address/street: _____

City: _____ State: _____ Zip: _____

SECTION F: Owner/Trust Information (Do not complete if proposed insured will own policy)

If a person other than the proposed insured will own this policy, complete this portion only:

1. Owner name: _____
Title First Name Middle Initial Last Name

2. Social Security #: ____ - ____ - _____ 3. Date of birth: ____/____/____ 4. Daytime phone #: (____) ____ - _____

5. Marital Status: Single Married Divorced Widowed Separated

6. Residential address/street: _____ Apt. #: _____

City: _____ State: _____ Zip: _____

If a trust or business will own this policy, complete this portion only:

1. Name of trust or business: _____ Date of Trust: _____

2. Name of trustee or corporate officer: _____

3. Taxpayer ID #: _____ 4. Daytime phone #: (____) ____ - _____

5. Address/street: _____

City: _____ State: _____ Zip: _____

SECTION G: Beneficiary Information

Please use the **REMARKS/DETAILS** box in Section I if you need more space to name your beneficiaries.

POLICY BENEFICIARIES:

Primary beneficiary(ies) name(s)	Address	Relationship to the insured	Benefit %	Date of birth	Social Security or tax ID #
Contingent beneficiary(ies) name(s)	Address	Relationship to the insured	Benefit %	Date of birth	Social Security or tax ID #

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SECTION H: Replacement

1. Will any existing life insurance or annuity **held by the owner** of the proposed policy be replaced, changed or used to pay for the insurance applied for in this application? Yes No

Company name	Policy type	Amount of insurance	Business or Personal	Policy #	Year issued

SECTION I: Preliminary Underwriting Information

If the answer is "Yes" to any of the questions listed below, provide full details in the space for each question. If you need additional space, please use the REMARKS/DETAILS box on the next page.

1. Does the **proposed insured** have any existing life insurance? Yes No

Company name	Policy type	Amount of insurance	Business or Personal	Year issued	Replacing? (Y/N)
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				LIFE AND HEALTH	
				ARKANSAS INSURANCE DEPARTMENT	

The following questions need to be answered by the proposed insured of this policy.

2. Have you used any form of tobacco or nicotine-based product within the last 10 years? Yes No

If "Yes," please provide details. Month/Year of last use _____

Type _____ Quantity/Frequency _____

3. Are you contemplating the purchase of other life insurance with any other company? Yes No

If "Yes," please provide complete details. _____

4. Have you had life, health or disability insurance rated, modified, rejected or canceled within the past 5 years?

Yes No

If "Yes," please indicate action taken and reason. _____

5. Are you currently receiving disability income? Yes No

If "Yes," please indicate reason and the date commenced. _____

6. Have you flown as a pilot, co-pilot or crew member of an aircraft, other than a regularly scheduled commercial flight, in the past 5 years or plan to do so in the next 12 months? Yes No

If "Yes," please provide details. _____

7. Have you participated in auto, boat or motorcycle racing, skin or scuba diving, hang gliding, mountain or rock climbing, sky diving or parachuting during the past 2 years or plan to do so in the next 12 months?

Yes No

If "Yes," please provide complete details, including specific activity and dates of participation. _____

8. Do you have any intention of traveling or residing outside the U.S. or Canada within the next 12 months?

Yes No

If "Yes," please indicate purpose of travel, dates of travel, length of visit and cities/countries you plan to travel to.

9. Within the past 5 years have you had:

a. Two or more moving violations or traffic accidents? Yes No

If "Yes," please indicate dates and types of violations.

b. Your driver's license suspended or revoked or have you been convicted of driving under the influence of alcohol or drugs, or convicted of reckless driving? If checked, please indicate dates and reasons.

If none apply, check here.

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10. Have you ever been convicted of a misdemeanor, or felony?

If checked, please provide complete details of conviction including date, sentence received and current status.

If neither applies, check here.

11. Within the last 6 months has any physician or medical practitioner diagnosed or treated you for heart trouble, stroke or cancer? Yes No

If "Yes," please provide details.

Remarks/Details:

SECTION J: Application Authorization

I understand that the insurance applied for will not take effect unless and until, during the lifetime of the proposed insured, TIAA-CREF Life Insurance Company ("TIAA-CREF Life") has both: (1) received the full first premium payment and (2) approved the insurance applied for on the life of the proposed insured. TIAA-CREF Life will notify you in writing of the approval date.

I authorize any physician, medical practitioner, psychiatrist, psychologist, hospital, Veterans Administration clinic or other medical or medical-related facility, mental health facility, the Medical Information Bureau ("MIB"), insurance company, consumer reporting agency, other organization, institution or person that has any records or knowledge of me or my health or mental condition, general character, driving records, and hobbies of a hazardous nature, to give to TIAA-CREF Life, its reinsurers, the MIB, or other persons or organizations performing business or legal services in connection with my application for insurance, or as may be otherwise lawfully required, or as I may further authorize any such information. I further authorize a consumer reporting agency to make an investigative report on me if it is requested by TIAA-CREF Life.

I understand the information obtained by use of this Authorization will be used by TIAA-CREF Life to determine my eligibility for insurance. Any information obtained will not be released by TIAA-CREF Life to any persons or organizations in an individually identifiable form EXCEPT to reinsuring companies, or other persons or organizations performing business or legal services in connection with my application for insurance, or as may be otherwise lawfully required or as I may further authorize.

To facilitate rapid submission of such information, I authorize all said sources to give such records or knowledge to any agency employed by TIAA-CREF Life to collect and transmit such information. A photographic copy of this Authorization shall be as valid as the original. I agree this Authorization shall be valid for two years from the date shown below, and that upon request I have a right to receive a copy of this Authorization. I also acknowledge receipt of the written notices of my rights under state and Federal Fair Credit Reporting Acts and the MIB.

To the best of my knowledge and belief, all of the above answers are true and complete. These answers, together with those provided in Part II of the Application, are my Application. I understand TIAA-CREF Life will rely upon the information provided herein, and that such statements and answers are given as an inducement to TIAA-CREF Life to consider issuing the insurance applied for.

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

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If the proposed insured will own this policy, complete **A** only.
If a person other than the proposed insured will own this policy, complete **A and B**.
If a trust or business will own this policy, complete **A and C**.

A	
X	
Signature of proposed insured	Signed at (City, State)

B	
X	
Signature of owner	Signed at (City, State)

C	
X	
Signature of authorized trustee/corporate officer	Name of trust/business
Signed at (City, State)	

D	As a licensed agent for TIAA-CREF Life I, _____ [am/am not] (cross out one) aware that replacement of coverage is or may be involved in connection with the submission of this application.
X	
Signature of TIAA-CREF Life Representative	TIAA-CREF Life Representative Number/License Number

SECTION B: Financial Information/Suitability (continued)

5. What is your investment risk tolerance? (Please select only one)
- Conservative (preservation of principal) Moderate Aggressive (growth)
- Moderate Conservative (income with little growth) Aggressive (aggressive growth)
- Moderate (growth & income)
6. Source of funds for policy premiums:
- From annual income Bank certificate of deposit
- Sale of stocks or stock mutual funds Sale of bonds or bond mutual funds
- Savings account or money market Borrowing money
- Cash values from another life insurance policy Other (please explain) _____
7. Purpose for purchasing this VUL policy: (Check all that apply.)
- Death benefit Supplemental retirement income (years to retirement) _____
- Pay for child's education Other (please specify and indicate the anticipated timing) _____

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SECTION C: Allocation of Premiums

Your premium will be allocated 100% to the Money Market Account unless otherwise indicated below:

Use only whole percentages and they must total 100%.

	Allocations
Stock Index Account:	____%
Growth Equity Account:	____%
Growth & Income Account:	____%
International Income Account:	____%
Social Choice Equity Account:	____%
Fixed-Rate Account:	____%
Total	100%

Important Note: During the "right to cancel period," we will allocate any net premiums to the Money Market Account. After the period is over, we will reallocate the amount in the Money Market Account in accordance with your most recent allocation instructions.

SECTION D: Acknowledgement

I **acknowledge** that I understand this contract is variable and that I have received, have read and understand the current prospectus booklet for TIAA-CREF Life's Variable Universal Life policy and its respective funds and understand all the provisions of this application.

I understand that the death benefit, policy value and cash surrender value under a Variable Universal Life insurance policy may increase or decrease daily, depending upon the following factors: the amount and timing of premium payments; the investment experience of the variable investment accounts; the amount of interest credited to the Fixed-Rate Account; and the amount of charges deducted from premiums and the policy value.

I understand that there is no minimum guaranteed cash surrender value under this Variable Universal Life insurance policy.

I **certify** that the information I have provided is true and accurate.

 X
Signature of owner(s) _____ Date _____

Signed at (City, State) _____

 X
Signature of authorized trustee/corporate officer _____ Date _____

Name of trust/business _____

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LIFE AND HEALTH
ARKANSAS INSURANCE DEPARTMENT



TIAA-CREF Life Insurance Company
 730 Third Avenue
 New York, NY 10017-3206
 212 490-9000 1 800 223-1200

Your Flexible Premium Variable Universal Life Insurance Policy

PLEASE READ THIS POLICY CAREFULLY. This policy is a legal contract between the owner and TIAA-CREF Life Insurance Company. This policy is issued in consideration of the application and the payment of the first premium.

Subject to the conditions specified in this policy, you may request to accelerate this policy's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a **qualified personal** tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this policy

Throughout this document, *you* and *your* mean the owner or owners of the policy named in the application or in any later change shown in our records. *We*, *us* and *our* refer to TIAA-CREF Life Insurance Company.

Your right to cancel this policy

During the right to cancel period, you have the right to cancel this policy and return it to us for a refund of your premium payments. The right to cancel period ends [4030] days after you receive this policy. To cancel your policy, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your policy or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 ~~800-223-1200~~ 877 694 0305]




President

Key features of your Flexible Premium Variable Universal Life Insurance policy

- Adjustable death benefit
- Flexible premiums payable during the insured's lifetime
- Premiums can be allocated to the fixed-rate account and/or to our investment accounts
- Policy value, death benefit and length of coverage **vary** can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance
- The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit provision of this policy*
- Pays death benefit proceeds when the person insured by the policy dies
- Can be cashed in for its cash surrender value
- **Doesn't** Non-Participating policy. This policy does not pay dividends **because it's a nonparticipating policy**
- **Option to get your death benefit early** Accelerated Death Benefit option, but you should consult a **qualified personal** tax ~~adviser~~ advisor first because the payment may be taxable

About your contract

Your contract with us includes your application, this policy and any riders or endorsements that are attached to it. It also includes applications that are attached for any later changes you made to the policy.

We've assumed that all statements you made in your applications are true to the best of your knowledge and belief. We relied on these statements when we issued this policy. These statements [in the absence of fraud](#) are representations only — they're not warranties. We'll only use these statements to cancel this policy or contest a claim if you made a material misrepresentation in your application.

Only our ~~president, vice president or secretary~~ [President, Vice President or Secretary](#) may change the terms of this policy or waive any of our rights or requirements under it.

You'll find the detailed terms of your policy in sections 2 and 3 of this document followed by the terms of any riders you've added. Section 1 is intended to be a summary only.

This document ~~tells you everything you need to know~~ [provides you with extensive information](#) about your life insurance policy. Please read it carefully and keep it in a safe place. We've divided it into three main sections.

Section 1 — A summary of your policy

This section is a brief summary of your policy. It tells you your policy's key values, benefits and charges, and reminds you of the choices you made on your application.

Section 2 — How your policy works

This section describes how the main benefits and features of your policy work. It also explains the changes you can make to your policy and other things you can do under it.

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 This section explains some of the key terms we've used in the policy-36

[RidersAttached
 Waiver of monthly charges rider]

[Endorsements addedAttached
 Aviation limitation endorsement
 Level Cost of Insurance Endorsement]

Section 1 — A summary of your policy

Policy information Policy owner [JOHN DOE]
 Plan Flexible Premium Variable Universal Life Insurance
 Policy number [123456789]
 Minimum face amount \$[100,000.00]

Person insured by the policy [JOHN DOE]
 Issue age [35]
 Gender [MALE]
 Underwriting class [PREFERRED PLUS NON TOBACCO]

Issue date [01/01/~~2005~~2009]
 Policy date [01/01/~~2005~~2009]
 Monthly charge date [1]

Policy benefits Initial face amount \$[250,000.00]
 Death benefit option [A - Level]

You can increase or decrease the face amount while your policy is in force. We'll pay the death benefit proceeds to your beneficiary(ies) when the person insured by this policy dies. You can have the proceeds paid in a lump sum or you can choose one of our other payment methods.

If the person insured by this policy has a terminal illness, you can apply to get all or part of the death benefit early.

[Riders [and endorsements] you've added] [You've chosen to add the following rider [s] [and endorsement (s)] to your policy:]

[Level Cost of Insurance Endorsement
 Endorsement Issue Date 01/01/~~2002~~2009
 Expiration Date 12/31/~~2011~~2018
 Initial Monthly Level Cost of Insurance Premium **\$~~81.48~~84.66**
 Refer to the Specifications Page attached to your Endorsement for the Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk

[Waiver of monthly charges rider
 Rider Issue Date 01/01/~~2005~~2009
 Disability must begin before 01/01/~~2032~~2039
 Initial waiver of monthly charges factor :

Age	Factor	Age	Factor	Age	Factor	Age	Factor
35	4.69137720%	47	7.45895504%	59	12.57684160%		
36	4.84213554%	48	7.79113037%	60	13.13633189%		
37	4.99810491%	49	7.79113037%	61	13.72088561%		
38	5.15944140%	50	8.50086248%	62	14.33101414%		
39	5.32768589%	51	8.87791401%	63	14.96906940%		
40	5.49958844%	52	9.27313520%	64	15.63492865%		
41	5.74425237%	53	9.68582290%				
42	6.00071690%	54	10.11678420%				
43	6.26772841%	55	10.56692813%				
44	6.54554384%	56	11.03692586%				
45	6.83725801%	57	11.52832588%				
46	7.14140862%	58	12.04087722%				

**About your
premium
payments**

Minimum first premium \$[50.00]
Planned premium \$[~~1,800.00~~1,500.00]
Frequency of your planned premium [ANNUAL]

Tax test [GUIDELINE PREMIUM TEST]
Initial Guideline Level Premium \$~~3,285.22~~2,493.14
Initial Guideline Single Premium \$~~37,321.30~~26,361.28]

You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your application. You don't have to pay your planned premiums, but if you don't, your policy may lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it's due.

Even if you pay all of your planned premiums, your policy may still lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it's due. We'll give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you don't pay it before the end of the grace period, your policy will lapse.

The amount of coverage, and the length of time that your policy remains in force, depends on:

- the amount and timing of your premium payments_u
- whether you change the face amount or your death benefit option_u
- the withdrawals you take or loans you make_u
- the investment performance of the investment accounts_u
- the amount of the monthly charges and premium tax charges_u
- the interest rates on the fixed-rate account and loan account_u, or
- whether you change rider benefits_u

How your premium payments are allocated

We deduct a premium tax charge from each premium payment you make, and then allocate your *net premium* to the investment options you choose.

We allocate your first net premium payment — and all premium payments you make during the right to cancel period — to the money market account.

Within five days after the end of the right to cancel period, we'll allocate policy value in the money market account to the investment accounts you chose in your most recent allocation instructions.

We'll allocate any premium payments you make after the right to cancel period to the investment options you selected, from your most recent allocation instructions, unless you tell us otherwise. You can transfer among investment options within the limits described in this policy. You may also change your allocations within the limits described in this policy.

Policy value

The value of your policy can change daily. We calculate it by adding the total amount allocated to the investment accounts, the fixed-rate account and the loan account.

Policy value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you've chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you've borrowed or withdrawn from the policy and the level of policy and rider benefits.

How your premium payments are allocated

We deduct a premium tax charge from each premium payment you make, and then allocate your *net premium* to the investment options you choose.

We allocate your first net premium payment — and all premium payments you make during the right to cancel period — to the money market account.

Within five days after the end of the right to cancel period, we'll allocate policy value in the money market account to the investment accounts you chose in your most recent allocation instructions.

We'll allocate any premium payments you make after the right to cancel period to the investment options you selected on the application unless you tell us otherwise. You can transfer among investment options within the limits described in this policy. You may also change your allocations within the limits described in this policy.

Policy value

The value of your policy can change daily. We calculate it by adding the total amount allocated to the investment accounts, the fixed-rate account and the loan account.

Policy value is not guaranteed — it depends on the amount and timing of your premium payments, the performance of the investment accounts you've chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you've borrowed or withdrawn from the policy and the level of policy and rider benefits.

The investment options**Fixed-rate account**

The guaranteed minimum interest rate on the fixed-rate account is 3% per year, compounded annually. We may choose to set a higher rate for this account. The rate may be different from the interest rate on the loan account.

Investment accounts

The investment accounts are those you have selected in the Supplemental Questionnaire Section of your application. These and other investment accounts are available for the policy from TIAA-CREF [Life](#) Separate Account VLI-1.

Loans, withdrawals and surrenders

Any time after the right to cancel period ends you can take out a loan from us using your policy as collateral. The maximum amount you can borrow is 90% of your policy value.

The loan interest rate is fixed at ~~a~~ [an effective annual](#) rate of 5% per year. The loan account guaranteed [effective annual](#) interest rate is 4.35%.

You can take out all or part of your cash surrender value by making withdrawals or surrendering your policy. This policy doesn't have a minimum guaranteed cash surrender value.

Policy charges**Charges deducted from your premiums**

Premium tax charge of [%] applicable to each premium paid.

Charges deducted from your policy

We deduct a monthly charge that has three parts:

- Guaranteed maximum policy fee: [\$10.00 per month for juveniles (issue ages under 18).
\$0.00 for adults ages 18 and higher]
- Guaranteed maximum cost of insurance charge: See the table in Section 1
- Charges for the riders you've added: [See the attached riders]

Charges deducted from the separate account

We deduct mortality and expense charges daily from the policy value allocated to the investment accounts.

These charges will never be more than [effective annual rates of](#) 0.95% for Policy Years 1-20 and 0.35% for Policy Years 21 and later.

See the TIAA-CREF Life Funds prospectus for the investment advisory charges of the different portfolios.

Charges for transfers

We reserve the right to charge \$25 for each transfer after the 12th transfer in any policy year.

However, there is no charge for transfers:

- to and from the loan account.
 - under the dollar cost averaging program.
 - under the automatic account rebalancing program, [or](#)
 - from the money market account to the investment accounts when we're transferring amounts we've been holding in the money market account during the right to cancel period.
-

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial face amount, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. You'll find more about the monthly cost of insurance charge in Section 2.

<u>POLICY YEAR</u>	<u>GUARANTEED MAXIMUM MONTHLY RATE</u>		<u>POLICY YEAR</u>	<u>GUARANTEED MAXIMUM MONTHLY RATE</u>		<u>POLICY YEAR</u>	<u>GUARANTEED MAXIMUM MONTHLY RATE</u>
[1	0.093333		30	1.225000		59	19.940000
2	0.097500		31	1.352500		60	21.402500
3	0.103333		32	1.481667		61	22.850833
4	0.110833		33	1.616667		62	24.265000
5	0.117500		34	1.759167		63	25.771667
6	0.126667		35	1.919167		64	27.378333
7	0.137500		36	2.105833		65	29.092500
8	0.150833		37	2.332500		66	30.730000
9	0.166667		38	2.597500		67	32.182500
10	0.184167		39	2.876667		68	33.727500
11	0.203333		40	3.176667		69	35.370000
12	0.222500		41	3.503333		70	37.105833
13	0.238333		42	3.871667		71	38.934167
14	0.250833		43	4.300000		72	40.875000
15	0.266667		44	4.797500		73	42.934167
16	0.287500		45	5.355000		74	45.119167
17	0.314167		46	5.976667		75	47.435000
18	0.346667		47	6.652500		76	49.887500
19	0.384167		48	7.368333		77	52.485833
20	0.431667		49	8.150000		78	55.235833
21	0.485000		50	9.019167		79	58.145833
22	0.540000		51	9.985833		80	61.220833
23	0.593333		52	11.049167		81	64.469167
24	0.646667		53	12.198333		82	67.896667
25	0.709167		54	13.420000		83	71.510833
26	0.785000		55	14.701667		84	75.316667
27	0.877500		56	15.978333		85	79.305833
28	0.985000		57	17.235000		86	83.333333]
29	1.102500		58	18.551667			

<u>POLICY YEAR</u>	<u>GUARANTEED MAXIMUM MONTHLY RATE</u>	<u>POLICY YEAR</u>	<u>GUARANTEED MAXIMUM MONTHLY RATE</u>
[1	0.144301	34	2.534601
2	0.151816	35	2.798583
3	0.161836	36	3.098166

4	0.172693	37	3.441602
5	0.184387	38	3.839985
6	0.198589	39	4.293280
7	0.213629	40	4.794464
8	0.229508	41	5.333738
9	0.247062	42	5.907380
10	0.266293	43	6.511597
11	0.288038	44	7.150730
12	0.311462	45	7.845897
13	0.336568	46	8.620925
14	0.364194	47	9.498888
15	0.394342	48	10.501353
16	0.428692	49	11.628210
17	0.468087	50	12.862096
18	0.513375	51	14.178857
19	0.565405	52	15.565069
20	0.623351	53	17.002257
21	0.688067	54	18.486430
22	0.758728	55	20.041317
23	0.833666	56	21.693702
24	0.917110	57	23.488562
25	1.010776	58	25.504292
26	1.115546	59	27.961928
27	1.232314	60	31.383850
28	1.367070	61	36.798271
29	1.519909	62	46.588989
30	1.690087	63	67.043872
31	1.876864	64	83.333333
32	2.079504	65	83.333333]
33	2.297272		

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TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit ~~required under I.R.C. section 7702 Minimum Death Benefit~~ (see See applicable provision on page 15).

<u>YEAR</u>	<u>FACTOR</u>		<u>YEAR</u>	<u>FACTOR</u>		<u>YEAR</u>	<u>FACTOR</u>
<u>1</u>	<u>250%</u>		<u>30</u>	<u>122%</u>		<u>59</u>	<u>102%</u>
<u>2</u>	<u>250%</u>		<u>31</u>	<u>120%</u>		<u>60</u>	<u>101%</u>
<u>3</u>	<u>250%</u>		<u>32</u>	<u>119%</u>		<u>61</u>	<u>100%</u>
<u>4</u>	<u>250%</u>		<u>33</u>	<u>118%</u>		<u>62</u>	<u>100%</u>
<u>5</u>	<u>250%</u>		<u>34</u>	<u>117%</u>		<u>63</u>	<u>100%</u>
<u>6</u>	<u>250%</u>		<u>35</u>	<u>116%</u>		<u>64</u>	<u>100%</u>
<u>7</u>	<u>243%</u>		<u>36</u>	<u>115%</u>		<u>65</u>	<u>100%</u>
<u>8</u>	<u>236%</u>		<u>37</u>	<u>113%</u>		<u>66</u>	<u>101%</u>
<u>9</u>	<u>229%</u>		<u>38</u>	<u>111%</u>		<u>67</u>	<u>101%</u>
<u>10</u>	<u>222%</u>		<u>39</u>	<u>109%</u>		<u>68</u>	<u>101%</u>
<u>11</u>	<u>215%</u>		<u>40</u>	<u>107%</u>		<u>69</u>	<u>101%</u>
<u>12</u>	<u>209%</u>		<u>41</u>	<u>105%</u>		<u>70</u>	<u>101%</u>
<u>13</u>	<u>203%</u>		<u>42</u>	<u>105%</u>		<u>71</u>	<u>101%</u>
<u>14</u>	<u>197%</u>		<u>43</u>	<u>105%</u>		<u>72</u>	<u>101%</u>
<u>15</u>	<u>191%</u>		<u>44</u>	<u>105%</u>		<u>73</u>	<u>101%</u>
<u>16</u>	<u>185%</u>		<u>45</u>	<u>105%</u>		<u>74</u>	<u>101%</u>
<u>17</u>	<u>178%</u>		<u>46</u>	<u>105%</u>		<u>75</u>	<u>101%</u>
<u>18</u>	<u>171%</u>		<u>47</u>	<u>105%</u>		<u>76</u>	<u>101%</u>
<u>19</u>	<u>164%</u>		<u>48</u>	<u>105%</u>		<u>77</u>	<u>101%</u>
<u>20</u>	<u>157%</u>		<u>49</u>	<u>105%</u>		<u>78</u>	<u>101%</u>
<u>21</u>	<u>150%</u>		<u>50</u>	<u>105%</u>		<u>79</u>	<u>101%</u>
<u>22</u>	<u>146%</u>		<u>51</u>	<u>105%</u>		<u>80</u>	<u>101%</u>
<u>23</u>	<u>142%</u>		<u>52</u>	<u>105%</u>		<u>81</u>	<u>101%</u>
<u>24</u>	<u>138%</u>		<u>53</u>	<u>105%</u>		<u>82</u>	<u>101%</u>
<u>25</u>	<u>134%</u>		<u>54</u>	<u>105%</u>		<u>83</u>	<u>101%</u>
<u>26</u>	<u>130%</u>		<u>55</u>	<u>105%</u>		<u>84</u>	<u>101%</u>
<u>27</u>	<u>128%</u>		<u>56</u>	<u>105%</u>		<u>85</u>	<u>101%</u>
<u>28</u>	<u>126%</u>		<u>57</u>	<u>104%</u>		<u>86</u>	<u>101%]</u>
<u>29</u>	<u>124%</u>		<u>58</u>	<u>103%</u>			

<u>Year</u>	<u>Factor</u>	<u>Year</u>	<u>Factor</u>
<u>1</u>	<u>250%</u>	<u>34</u>	<u>117%</u>
<u>2</u>	<u>250%</u>	<u>35</u>	<u>116%</u>
<u>3</u>	<u>250%</u>	<u>36</u>	<u>115%</u>
<u>4</u>	<u>250%</u>	<u>37</u>	<u>113%</u>
<u>5</u>	<u>250%</u>	<u>38</u>	<u>111%</u>
<u>6</u>	<u>250%</u>	<u>39</u>	<u>109%</u>
<u>7</u>	<u>243%</u>	<u>40</u>	<u>107%</u>
<u>8</u>	<u>236%</u>	<u>41</u>	<u>105%</u>
<u>9</u>	<u>229%</u>	<u>42</u>	<u>105%</u>
<u>10</u>	<u>222%</u>	<u>43</u>	<u>105%</u>
<u>11</u>	<u>215%</u>	<u>44</u>	<u>105%</u>
<u>12</u>	<u>209%</u>	<u>45</u>	<u>105%</u>
<u>13</u>	<u>203%</u>	<u>46</u>	<u>105%</u>
<u>14</u>	<u>197%</u>	<u>47</u>	<u>105%</u>
<u>15</u>	<u>191%</u>	<u>48</u>	<u>105%</u>
<u>16</u>	<u>185%</u>	<u>49</u>	<u>105%</u>
<u>17</u>	<u>178%</u>	<u>50</u>	<u>105%</u>
<u>18</u>	<u>171%</u>	<u>51</u>	<u>105%</u>
<u>19</u>	<u>164%</u>	<u>52</u>	<u>105%</u>

20	157%	53	105%
21	150%	54	105%
22	146%	55	105%
23	142%	56	105%
24	138%	57	104%
25	134%	58	103%
26	130%	59	102%
27	128%	60	101%
28	126%	61	100%
29	124%	62	100%
30	122%	63	100%
31	120%	64	100%
32	119%	65	100%]
33	118%		

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[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit ~~under federal tax law~~. We base the net single premium on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. The net single premium may also be affected by any riders you've added to this policy.

<u>YEAR</u>	<u>FACTOR</u>		<u>YEAR</u>	<u>FACTOR</u>		<u>YEAR</u>	<u>FACTOR</u>
<u>1</u>	<u>208.09</u>		<u>30</u>	<u>531.10</u>		<u>59</u>	<u>895.40</u>
<u>2</u>	<u>215.51</u>		<u>31</u>	<u>545.36</u>		<u>60</u>	<u>903.33</u>
<u>3</u>	<u>223.20</u>		<u>32</u>	<u>559.71</u>		<u>61</u>	<u>911.68</u>
<u>4</u>	<u>231.15</u>		<u>33</u>	<u>574.18</u>		<u>62</u>	<u>921.05</u>
<u>5</u>	<u>239.36</u>		<u>34</u>	<u>588.78</u>		<u>63</u>	<u>932.44</u>
<u>6</u>	<u>247.85</u>		<u>35</u>	<u>603.54</u>		<u>64</u>	<u>947.29</u>
<u>7</u>	<u>256.60</u>		<u>36</u>	<u>618.44</u>		<u>65</u>	<u>968.21</u>
<u>8</u>	<u>265.62</u>		<u>37</u>	<u>633.41</u>		<u>66</u>	<u>990.10</u>
<u>9</u>	<u>274.89</u>		<u>38</u>	<u>648.35</u>		<u>67</u>	<u>990.10</u>
<u>10</u>	<u>284.42</u>		<u>39</u>	<u>663.16</u>		<u>68</u>	<u>990.10</u>
<u>11</u>	<u>294.19</u>		<u>40</u>	<u>677.88</u>		<u>69</u>	<u>990.10</u>
<u>12</u>	<u>304.21</u>		<u>41</u>	<u>692.52</u>		<u>70</u>	<u>990.10</u>
<u>13</u>	<u>314.50</u>		<u>42</u>	<u>707.07</u>		<u>71</u>	<u>990.10</u>
<u>14</u>	<u>325.09</u>		<u>43</u>	<u>721.49</u>		<u>72</u>	<u>990.10</u>
<u>15</u>	<u>336.04</u>		<u>44</u>	<u>735.69</u>		<u>73</u>	<u>990.10</u>
<u>16</u>	<u>347.33</u>		<u>45</u>	<u>749.55</u>		<u>74</u>	<u>990.10</u>
<u>17</u>	<u>358.94</u>		<u>46</u>	<u>763.03</u>		<u>75</u>	<u>990.10</u>
<u>18</u>	<u>370.85</u>		<u>47</u>	<u>776.07</u>		<u>76</u>	<u>990.10</u>
<u>19</u>	<u>383.04</u>		<u>48</u>	<u>788.65</u>		<u>77</u>	<u>990.10</u>
<u>20</u>	<u>395.48</u>		<u>49</u>	<u>800.83</u>		<u>78</u>	<u>990.10</u>
<u>21</u>	<u>408.13</u>		<u>50</u>	<u>812.59</u>		<u>79</u>	<u>990.10</u>
<u>22</u>	<u>420.97</u>		<u>51</u>	<u>823.88</u>		<u>80</u>	<u>990.10</u>
<u>23</u>	<u>434.01</u>		<u>52</u>	<u>834.64</u>		<u>81</u>	<u>990.10</u>
<u>24</u>	<u>447.29</u>		<u>53</u>	<u>844.82</u>		<u>82</u>	<u>990.10</u>
<u>25</u>	<u>460.85</u>		<u>54</u>	<u>854.39</u>		<u>83</u>	<u>990.10</u>
<u>26</u>	<u>474.64</u>		<u>55</u>	<u>863.36</u>		<u>84</u>	<u>990.10</u>
<u>27</u>	<u>488.62</u>		<u>56</u>	<u>871.76</u>		<u>85</u>	<u>990.10</u>
<u>28</u>	<u>502.72</u>		<u>57</u>	<u>879.77</u>		<u>86</u>	<u>990.10</u>
<u>29</u>	<u>516.89</u>		<u>58</u>	<u>887.61</u>			

<u>Year</u>	<u>Net Single Premium</u>	<u>Year</u>	<u>Net Single Premium</u>
<u>1</u>	<u>236.85</u>	<u>34</u>	<u>638.24</u>
<u>2</u>	<u>244.98</u>	<u>35</u>	<u>652.81</u>
<u>3</u>	<u>253.39</u>	<u>36</u>	<u>667.32</u>
<u>4</u>	<u>262.06</u>	<u>37</u>	<u>681.72</u>
<u>5</u>	<u>270.99</u>	<u>38</u>	<u>695.93</u>
<u>6</u>	<u>280.20</u>	<u>39</u>	<u>709.87</u>
<u>7</u>	<u>289.67</u>	<u>40</u>	<u>723.44</u>
<u>8</u>	<u>299.42</u>	<u>41</u>	<u>736.62</u>
<u>9</u>	<u>309.44</u>	<u>42</u>	<u>749.39</u>
<u>10</u>	<u>319.75</u>	<u>43</u>	<u>761.80</u>
<u>11</u>	<u>330.34</u>	<u>44</u>	<u>773.89</u>
<u>12</u>	<u>341.22</u>	<u>45</u>	<u>785.70</u>
<u>13</u>	<u>352.38</u>	<u>46</u>	<u>797.25</u>

14	363.84	47	808.50
15	375.58	48	819.39
16	387.63	49	829.82
17	399.96	50	839.73
18	412.56	51	849.09
19	425.42	52	857.92
20	438.51	53	866.30
21	451.82	54	874.33
22	465.35	55	882.15
23	479.07	56	889.91
24	493.00	57	897.79
25	507.12	58	906.00
26	521.40	59	914.79
27	535.84	60	924.42
28	550.40	61	934.98
29	565.03	62	946.29
30	579.70	63	957.47
31	594.36	64	965.37
32	609.02	65	974.68]
33	623.64		

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Section 2 — How your policy works

Policy ownership and beneficiaries

This section of your policy tells you about owners, beneficiaries and exchanges.

Who owns your policy

The owner is the person or people named in the application who make the decisions about the policy and its benefits while the person insured by the policy is living. The owner of this policy appears in Section 1. If you didn't name an owner on your application, the person insured by the policy is the owner.

Your rights as a policy owner

As the policy owner, you have the following rights:

- to transfer ownership or assign the policy₂
- to change the beneficiary(ies)₂
- to receive benefits and choose payment methods for them₂
- to change the amount or timing of premiums₂
- to change the death benefit option₂
- to change the face amount₂
- to reinstate the policy if it lapses₂
- to take out a loan, make a withdrawal or surrender the policy₂
- to change premium allocations and make transfers among investment options₂ or
- to change riders₂

If you've named an irrevocable beneficiary, you'll need his or her permission to make all of these decisions, except to change the amount or timing of premiums, reinstate the policy if it lapses, change premium allocations and make transfers among investment options.

If this policy has more than one owner and one of you dies, the surviving owner will hold all rights under the policy. If the last surviving owner dies, his or her estate will own the policy, unless you give us ~~other~~ your written instructions ~~in a form satisfactory to us~~ to the contrary.

Transferring ownership

You can transfer ownership of this policy by ~~using a form satisfactory~~ submitting your request to us in writing. If you transfer absolute ownership of the policy, you'll no longer have any ownership rights. The new owner will have all the rights under the policy.

The change of ownership will be effective on the day you complete your written request, even if the person insured by the policy is no longer living when we receive your request. The change won't apply to any payments or actions we've taken on or before the day we receive your request.

Assigning the policy

You can assign your policy in two ways:

- A *collateral* assignment doesn't change the ownership of the policy, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the policy to will become the new owner.

~~You may assign this policy.~~—We must receive a copy of the assignment before we consider it effective. We're not responsible for the validity of any assignment.

About your beneficiaries

The beneficiary(ies) is (are) the person or people you named in your application, or in ~~another form satisfactory to us~~ [a written form subsequent to the submission of your application](#), to receive the death benefit proceeds when the person insured by the policy dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you've named will receive an equal share of the death benefit proceeds unless you ~~give~~ [instruct](#) us ~~other instructions in a form satisfactory to us~~ [in writing otherwise](#). If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us ~~other your written~~ [instructions in a form satisfactory to us to the contrary](#).
- Each *contingent beneficiary* you've named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us ~~other your written~~ [instructions in a form satisfactory to us to the contrary](#). If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us ~~other your written~~ [instructions in a form satisfactory to us to the contrary](#).
- If none of your beneficiaries are living when the death benefit proceeds are payable or if you haven't named a beneficiary, you as the policy owner will receive the proceeds. If you're no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries while the person insured by the policy is living by sending ~~a form satisfactory to us~~ [us your signed and dated request](#). ~~The consent of any irrevocable beneficiary is required to exercise your right to change the beneficiary~~. If we accept the change, it will be effective on the date you complete the change request, even if the person insured by the policy is no longer living when we receive your request. The change won't apply to any payment or action we've taken on or before the day we receive your request.
- If you change your beneficiary and you've chosen a monthly payment method for the death benefit proceeds or cash surrender value, we'll cancel that payment method and you'll have to choose a payment method again. You'll find more about monthly payment methods in *Payment methods for the death benefit proceeds and cash surrender value*.

The death benefit

The amount of your policy's death benefit depends on the death benefit option you chose on your application. We offer three options under this policy. The option you chose appears in Section 1.

- Option A — the death benefit will be the same as your policy's face amount. This is known as a *level* death benefit.
- Option B — the death benefit will equal your policy's face amount plus your policy value. This is known as an *increasing* death benefit.
- Option C — the death benefit will equal your policy's face amount plus all premiums credited to the policy since the policy issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You'll find more about the minimum death benefit later in this section. When the person insured by the policy reaches age ~~400~~,[121](#), the death benefit for any [of the](#) options will be the same as your policy value.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your policy's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries when we receive ~~satisfactory~~[due](#) proof of the death of the person insured by the policy. Here's what you need to know:

- The person must have died while the policy is in force.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you don't choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If the person insured by the policy commits suicide within two years of this policy's issue date, we'll pay you only the premiums you've paid, less any outstanding loan amount and withdrawals you've made. You'll find more about this in *If the person insured by the policy commits suicide*.

Understanding the minimum death benefit

For your policy to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit ~~Option~~[option](#) would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You'll find the test for your policy in Section 1. This test can't be changed once we've issued your policy.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your policy value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your policy value multiplied by a death benefit factor. You'll find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the person insured by the policy dies. Death benefit proceeds will equal the death benefit under the option you've chosen, minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option starting ~~from~~ at anytime on or after your first policy anniversary while your policy is in force. Here's how it works:

- You must send us your request in ~~a form satisfactory to us~~ writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date, as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We'll make the change before we deduct the monthly charge.
- We won't allow a change if the monthly charges are being waived under a waiver of monthly charges rider.
- We will not allow any change in death benefit option that prevents the policy from qualifying as life insurance under federal tax law.
- We may restrict any changes from or to Option C.
- If your tax test is the cash value accumulation test, no change to Option C will be allowed.
- If a change in death benefit option would cause your policy to be classified as a modified endowment contract, we will not process the change until you ~~tell us to in a form satisfactory to us~~ send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We'll send you a policy endorsement after we make the change.

Changing from Option A to Option B or Option C

Here's what you need to know about changing from Option A to Option B or Option C:

- The person insured by the policy must be living and you must give evidence of insurability satisfactory to us.
- ~~Before the change, the face amount of your policy can't be less than the minimum death benefit.~~
- After the change, the face amount can't be less than the minimum face amount shown in Section 1.
- We'll decrease the face amount by the policy value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We'll decrease the face amount on the effective date of the change. To do this, we'll first reduce any increases in the face amount you've asked us for, starting with the most recent. Then we'll reduce the initial face amount.

Changing from Option B or Option C to Option A

Here's what you need to know about changing from Option B or Option C to Option A:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We'll increase the face amount by the policy value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We'll increase the face amount on the effective date of the change. The underwriting class ~~and cost of insurance rates~~ for the increase will be the same as they are it is for the most recent increase that you requested. If you haven't requested an increase, ~~they it~~ will be the same as they are it is for the initial face amount.

Changing from Option B to Option C or from Option C to Option B

Here's what you need to know about changing ~~between from~~ Option B ~~and to~~ Option C or from Option C to Option B:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We'll adjust the face amount by the ~~difference in~~ policy value ~~and minus~~ accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will ~~adjust~~ add this adjustment to the face amount ~~by accumulated premiums paid less policy value~~. A change from Option C to Option B will ~~adjust~~ subtract this adjustment from the face amount ~~by policy value less accumulated premiums paid~~.
- We'll adjust the face amount on the effective date of the change. The underwriting class ~~and cost of insurance rates~~ for any increase will be the same as they are it is for the most recent increase that you requested. If you haven't requested an increase, ~~they will be the same as they are it will be the same as it is~~ for the initial face amount. ~~Any decrease in the face amount will also be on the effective date of the change. To do this, we'll first reduce any increases in the face amount you've asked us for, starting with the most recent. Then we'll reduce the initial face amount.~~
- Any decrease in the face amount will also be on the effective date of the change. To do this, we'll first reduce any increases in the face amount you've asked us for, starting with the most recent. Then we'll reduce the initial face amount.

Changing the face amount

Your policy's initial face amount is the amount of insurance coverage on the issue date. You'll find the initial face amount in Section 1.

The face amount may change if any of the following happens:

- you ask us to increase or decrease it.
- you change your death benefit option.
- you make any withdrawals, or
- you accelerate your death benefit.

You can ask us to increase or decrease the face amount at any time starting on your first policy anniversary. You must send us your written request ~~in a form satisfactory to us~~ while your policy is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we've approved the change, we'll send you a policy endorsement showing your new face amount.

Increasing the face amount

Here's what you need to know about increasing the face amount:

- The person insured by the policy must be living and must not have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting class and cost of insurance rates.
- We'll apply the tax test shown in Section 1 to any increase in the face amount to make sure your policy still qualifies as life insurance under federal tax law.
- You can't increase the face amount if the monthly charges are being waived under a waiver of monthly charges rider.
- We reserve the right to limit increases in the face amount to one increase in any 12-month period.

Decreasing the face amount

Here's what you need to know about decreasing the face amount:

- The person insured by the policy must be living on the date we receive your request.
- Each decrease you request must be at least \$25,000.
- The face amount after the decrease must not be less than the minimum face amount for this policy.
- To apply the decrease, we'll first reduce any increases in the face amount you've asked for, starting with the most recent. Then we'll reduce the initial face amount.
- ~~• If you've chosen death benefit Option A, we won't approve the decrease if it means that the new face amount will be less than the minimum death benefit.~~
- ~~• If you've chosen death benefit Option B, we won't approve the decrease if it means that the new face amount plus the policy value will be less than the minimum death benefit.~~
- ~~• If you've chosen death benefit Option C, we won't approve the decrease if it means that the new face amount plus the accumulated premiums paid will be less than the minimum death benefit.~~
- We will not allow any decrease in face amount that prevents the policy from qualifying as life insurance under federal tax law.
- If a decrease in face amount would cause your policy to be classified as a modified endowment contract, we will not process the decrease until you ~~tell us to in a form satisfactory to us~~ send us your written confirmation of the acceptance of the classification as a modified endowment contract.

Getting your death benefit early

If the person insured by your policy is diagnosed with a terminal illness, you can apply to get part or all of your policy's death benefit early. This is called *accelerating your death benefit*. You must ~~give us proof in a form satisfactory~~ [submit your completed application](#) to us [along with documentation](#) from a licensed physician [certifying](#) that the person [with the terminal illness](#) is expected to live 12 months or less. You can only get your death benefit early once, and we'll make the payment in a lump sum.

You should consult a [qualified personal](#) tax ~~adviser~~ [advisor](#) before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we'll deduct the following from the death benefit amount you've asked for before making a payment:

- ~~one year of interest at equal to the rate of either yield on~~ a 90-day Treasury bill ~~yield or the maximum loan interest rate under this policy, whichever is greater~~ on the date we approve your application.
- an administrative expense charge of up to \$200,
- any unpaid amounts due within your policy's grace period on the date we approve your application, [and](#)
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you're getting early to the total death benefit available for acceleration under your policy on the date we approve your application.

If you only get part of your death benefit early, the rest of your policy's death benefit will remain in place. We'll continue to deduct monthly charges from your policy value, unless your monthly charges are waived under a waiver of monthly charges rider.

How to apply to get your death benefit early

Here's how to apply to get your death benefit early:

- ~~Send us proof in a form satisfactory to us~~ [Submit your completed application, provided by us, along with documentation](#) from a licensed physician [certifying](#) that the person insured by the policy has a terminal illness and 12 months or less to live. The terminal illness can't be caused by intentionally self-inflicted injuries.
- ~~We need to receive your application in a form satisfactory to us.~~
- You need [written](#) consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you've assigned the policy before we can make a payment.
- If you're applying to get all of your death benefit early, send this policy and any riders you've added with your application. If you're only applying for part of the death benefit, we'll send you a policy endorsement once we approve your application.
- The person insured by the policy must be living and your policy must be in force when we approve your application. If that person dies before we make the payment to you, we'll pay the death benefit proceeds to your beneficiary.
- We won't approve your application if you're applying to get the death benefit to satisfy any ~~judgements~~ [judgments](#) against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your policy

If you choose to get all of your death benefit early, your policy will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we'll reduce your face amount, policy value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit that was available for acceleration on the date we approved your application.

When we reduce your face amount, we'll first reduce any increases in the face amount you asked for, starting with the most recent. Then we'll reduce the initial face amount. We'll reduce the policy value proportionately from all of your investment options on the date we approve your application.

Getting the death benefit early won't affect our rights to contest your policy. You'll find more about this in *Contesting the validity of your policy*.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from this policy's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in face amount for which evidence of insurability had been provided, or a change in death benefit options, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

[We'll provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this policy's death benefit, if any, and any remaining face amount, policy value or outstanding loan amount.](#)

All about premiums

Your policy gives you the flexibility to vary the amount and timing of your premium payments ~~within certain limits~~. [Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments and Limits on the premium payments you can make*](#). We deduct a premium tax charge from each premium payment, and then allocate your net premium to the investment options you've chosen on the business day we receive your payment. You'll find more about when our current charges may change in *Changing our charges*.

Making premium payments

You'll find your minimum first premium payment in Section 1. It was due on your policy's issue date. Your insurance coverage started when you paid this premium and we issued your policy.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here's how it works:

- You'll find the amount and frequency of your planned premium in Section 1. You chose these on your application.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We'll send you a notice to remind you of your planned premium payment. We won't send a notice if you've chosen to make scheduled electronic payments. You're not required to make planned premium payments, but if you miss a payment, your policy may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your policy could still lapse if its cash surrender value isn't enough to cover your monthly charges. You'll find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time. ~~You can ask us for a receipt for any premium payment you make.~~
- We reserve the right to limit total premium payments allocated to the fixed-rate account to \$500,000 within a policy year.
- While this policy is in force, we'll accept premium payments while the person insured by the policy is living ~~and or~~ until he or she reaches age ~~400~~.[121](#).
- We'll treat any payment you make during the life of your policy as a premium unless you tell us otherwise.
- ~~You~~ [After the first premium payment you](#) must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your policy will stay in force until the insured's age ~~400~~.[121](#).

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your policy's tax test is the guideline premium test, we'll refuse to accept all or part of a premium payment if, by accepting it, your policy would no longer qualify as life insurance under federal tax law. You'll find the tax test for this policy in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We'll accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your policy to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in ~~a form satisfactory to us~~ [writing](#) to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it doesn't receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we'll send it no later than 60 days after the end of the policy year in which you paid the premium. We won't return a premium payment if it would cause your policy to lapse. You'll find more about lapsing in *Lapsing and reinstatement*.

Allocating your premiums

We'll allocate your net premium payments, other than those received during the right to cancel period, on the business day we receive them to the investment options you chose in your most recent allocation instructions.

You can write to us at any time, ~~or tell us in another way that's satisfactory to us,~~ to change your allocation instructions. Your allocation percentages must be in whole numbers and add up to 100%. We'll apply your new instructions to all net premiums we receive starting on the business day we receive your request.

Your investment options

We put your premium payments in our general and separate accounts. We own the assets in our accounts and allocate your net premiums to the investment options you've chosen.

You can choose to allocate your premiums to the fixed-rate account or to a number of investment accounts. Amounts allocated to the fixed-rate account are held in our general account. Amounts allocated to the investment accounts are held in our separate account.

The fixed-rate account

You can choose to allocate any or all of your premium payments to the fixed-rate account. Or you can transfer policy value from the investment accounts to the fixed-rate account. You'll find more about making transfers in [Transferring among investment options](#).

The policy value in the fixed-rate account earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed-rate account may be different ~~from~~ [than](#) the interest rate on the loan account.

Turn to [Your policy value](#) for more about how we calculate policy value in the fixed-rate account.

The investment accounts

Each portfolio is managed by an investment ~~adviser~~ [advisor](#) registered under the Investment ~~Advisers~~ [Advisors](#) Act of 1940. You'll find more about the portfolios in the TIAA-CREF Life Funds prospectus.

About units

When you allocate, transfer or add an amount to an investment account, we use that amount to buy *units*.

Similarly, when you transfer, withdraw or surrender an amount from an investment account, we redeem and cancel units in that investment account. We calculate the number of units we buy or redeem by dividing the amount of the transaction by the *unit value* of the investment account at the end of the business day on which we process the transaction.

We calculate how much of your policy value is in an investment account by multiplying the number of units you hold in that account by the account's unit value. Turn to [Your policy value](#) for more about how we calculate total policy value in the investment accounts.

About investment performance

We also use unit value to measure the investment performance of the investment accounts. We calculate the unit value for each investment account at the end of every business day by multiplying the unit value for the previous business day by the net investment factor for the current business day.

On any business day, here's how we calculate the net investment factor for an investment account:

- a) we take the net asset value per share of the corresponding portfolio of the investment account at the end of the day. This amount doesn't include any transactions made by policyholders or any monthly charges we've deducted or benefits we've paid during that day.
- b) we add to a) the per share amount of any dividends or capital gains distributed by the portfolio that day less any amount paid or reserved for the tax liability associated with operating the account since the previous business day.
- c) we then divide the sum of a) and b) by the net asset value per share of the corresponding portfolio of the investment account at the end of the previous business day. This amount includes any transactions made by policyholders or any monthly charges we've deducted or benefits we've paid during that day.
- d) finally, we subtract from the amount calculated in c) the daily mortality and expense risk charge and the daily investment advisory expense charge. You'll find the guaranteed maximum mortality and expense risk charge in Section 1. You'll find more about the investment advisory expense charge in the TIAA-CREF Life Funds prospectus.

If the daily mortality and expense risk charge changes, the units and unit values will be adjusted to reflect such change. In no event will the mortality and expense risk charge be more than the guaranteed maximum rate shown in Section 1. Unit values on any non-business day are determined using the unit value as of the most recent business day.

Transferring among investment options

You can make transfers among the investment accounts and the fixed-rate account. Transfers will normally be effective at the end of the business day we receive your request.

Here ~~are some things~~ is what you need to know about making transfers.

- The minimum amount for a transfer is \$250 or the total value of the investment option you are transferring from, whichever is less. Your transfer allocations must be in whole dollar amounts or full percentages.
- The total amount of transfers in any policy year from the fixed-rate account may not exceed the greater of: 25% of the current balance in the fixed-rate account or the amount transferred from the fixed-rate account in the immediately preceding policy year.
- We won't charge you for the first 12 transfers you make in any policy year. We reserve the right to charge you \$25 for any transfer after the 12th transfer. We won't charge you for the transfers described in Section 1.
- We'll deduct the transfer charge, if there is one, from the investment option ~~that to which~~ you're are transferring ~~to~~.
- If you're transferring to more than one investment option at a time, we'll deduct the charge, if applicable, from all your targeted investment options in proportion to the amount transferred into each option.
- We reserve the right to allow you to make only one transfer from each investment option within any 90-day period.
- If you don't have enough policy value in an account to cover a transfer, we'll transfer the remaining amount in the account into the account ~~that to which~~ you are transferring ~~to~~. If you are transferring to more than one account, we will transfer the remaining amount in the account into the accounts to which you are transferring ~~to~~ in proportion to your transfer instructions.

Dollar cost averaging transfer program

Our dollar cost averaging program allows you to make scheduled transfers from the fixed-rate account or a money market account (source account) to the investment accounts. Here's how the program works:

- You must ~~send us your request in a form satisfactory to~~ authorize us to start the program.
- You choose the dollar amount of each transfer, but the amount must be at least \$100.
- You decide how many scheduled transfers to make. However, we may require a minimum number of transfers for this program. If you don't choose a number, transfers will be made until there is no policy value remaining in the ~~fixed-rate source~~ account.
- The first transfer will be made on the first monthly charge date after: a) the right to cancel period has ended; or b) we receive your request to start the program, whichever is later. When the monthly charge date falls on a day that is not a business day, we'll transfer into the investment accounts using the unit values as of the immediately preceding business day.
- You choose whether transfers will be made monthly or quarterly. If you don't select a timing, we will make monthly transfers.
- You decide how the transfers will be allocated into the investment accounts.
- We won't charge you for any transfers made under this program.
- Dollar cost averaging is not available if the automatic account rebalancing program is in effect.
- We reserve the right to allow you to start only one dollar cost averaging program in any policy year.
- We reserve the right to discontinue the dollar cost averaging program. We will give you at least 30 days advanced notice if we discontinue the program.

We'll keep making transfers until one of the following happens:

- you ~~tell us in a form satisfactory to~~ [authorize](#) us to cancel the program.
- you don't have enough policy value in the source account to cover a transfer. If this happens, we'll automatically transfer the remaining amount in the source account into the investment accounts you chose in your most recent dollar cost averaging transfer allocation instructions, [or](#)
- we've made the number of transfers you've asked us to make.

Automatic account rebalancing program

Our automatic account rebalancing programs allows you to maintain your specified allocation mix among the fixed-rate and investment account options. Here's how the program works:

- You ~~must send us your request in a form satisfactory to~~ [authorize](#) us to start the program.
- You choose whether to readjust your account allocations on a monthly, quarterly, semi-annual, or annual basis.
- We will automatically make the necessary transfers to maintain your specified allocation under the program.
- We won't charge you for any transfers made under this program.
- Automatic account rebalancing is not available if the dollar cost averaging program is in effect.

We'll keep making account reallocations until you tell us in a form satisfactory to us to cancel the program.

About the separate account

The TIAA-CREF Life separate account, VLI-1, funds the investment accounts offered under this policy. We own the assets in the VLI-1 account and keep them separate from our other separate accounts and from the general account.

We use the VLI-1 account to support the benefits for this policy and other similar policies. We must keep enough money in the VLI-1 account to cover the policy values allocated to the investment accounts under the policies funded by the account, but we can transfer any amount that's more than these liabilities to our general account.

We can't charge the assets of the VLI-1 account with any liabilities from our other business.

Similarly, the income, gains or losses, realized or unrealized, of the assets of an investment account belong to that investment account and are credited to or charged against the assets held in that investment account without regard to our other income, gains or losses. We comply with all laws and regulations that apply when we value the assets of the VLI-1 account.

If we believe it's in your best interests and it's appropriate for the purposes of this policy, we can take certain actions. We'll give you notice if it's needed, and we'll get approval from you, the SEC or any other regulatory authority when needed by law. Here's what we can do:

- deregister the VLI-1 account under securities law.
- operate the VLI-1 account in any form allowed under securities and other law.
- take any action needed to comply with, maintain or get any exemption from securities law.
- transfer any assets from an investment account into another investment account, or into other separate accounts or our general account.
- add, combine or remove investment accounts in the VLI-1 account.
- substitute a portfolio's shares held in an investment account with another class of shares issued by the portfolio, or with shares of another investment company or any other investment allowed by law.
- change the way we deduct or collect charges under the policy as long as any increase in charges is allowed under the terms of this policy.
- modify this policy as needed so that it continues to qualify as life insurance under federal tax law, [or](#)
- [add to, cancel or suspend your ability to allocate net premiums or transfer policy value in any of the Investment options to any other investment options.](#)

We reserve the right to make any other technical changes to this policy that are necessary to conform with the actions listed above.

We'll tell you if any of these actions result in a material change in the underlying portfolios of an investment account you've allocated policy value to. We'll file details of any material change with a regulatory authority if needed, and the change will be subject to any approval required.

If you object to a material change that affects an investment account [to which](#) you've allocated policy value ~~to~~, you can ask ~~us in a form satisfactory to~~ us to transfer that policy value into another investment option. We must receive your transfer request at our administrative office within 60 days of the postmarked date on the notice of material change we send to you. We won't charge you for this transfer.

The VLI-1 account is a separate investment account under New York state laws. It's registered as a unit investment trust with the SEC under the Investment Company Act of 1940.

[The investment policy of the separate account can't be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.](#)

Loans, withdrawals and surrenders

You can get access to all or some of your policy value while your policy is in force by making [partial](#) withdrawals or surrendering your policy. You can also take out a loan from us using your policy as collateral.

About loans

You can borrow money from us any time after ~~the~~ [your right to cancel policy](#) period ends while the person insured by the policy is living. You should consult a [qualified personal](#) tax advisor before taking out a loan.

When you borrow money from us, we use your policy value as collateral. You pay interest on the amount you borrow. The policy value set aside to secure your loan also earns interest. Here's how it works:

- The loan will take effect at the end of the business day we receive your request in ~~a form satisfactory to us~~ [writing](#).
- To secure the loan, we transfer an amount equal to the amount you're borrowing from your policy value in the investment options to the loan account. If you don't tell us which investment options [from which](#) to take the loan amount ~~from~~, we'll transfer it from all of your investment options in proportion to the policy value you have in each option.
- The amount of policy value in the loan account earns interest. You'll find more about the loan account later in this section. You'll find more about how we calculate policy value in the loan account in *Your policy value*.
- Taking out a loan may affect your policy value because the amount set aside in the loan account will not participate in any potential earnings made possible through the investment options.
- Interest owed on the amount you've borrowed accrues daily at an annual rate set by us. You'll find more about our interest rates later in this section.
- Interest that has accrued during a policy year is due on your policy anniversary and whenever the cash surrender value isn't enough to cover the monthly charge. If you don't pay the interest when it's due, we'll add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each policy anniversary, if your outstanding loan amount is greater than your policy value in the loan account, we'll transfer the difference from the investment options to the loan account. If you don't tell us which investment options [from which](#) to take this amount ~~from~~, we'll transfer it from your investment options in proportion to the policy value you have in each option.

[On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the policy value, your policy will enter the grace period. You'll find more about the grace period in *The grace period*.](#)

How much you can borrow

The minimum amount you can borrow is \$1,000. The maximum amount you can borrow is 90% of your policy value. Throughout this policy, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

~~Paying off~~ Repayment of your loan

You can ~~pay off~~ repay all or part of your outstanding loan amount any time while your policy is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We won't deduct a premium tax charge from any loan payment you make.

We'll reduce your outstanding loan amount by the amount of your loan payment. We'll also transfer the amount of your loan payment from the loan account to the investment options you choose. If you don't tell us which investment options to which to make the transfer ~~to~~, we'll use your most recent premium allocation instructions.

If you don't ~~pay off your loan~~ if you don't pay off repay your loan, we'll deduct your outstanding loan amount from the death benefit proceeds when the person insured by the policy dies. You'll find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your policy's first anniversary as long as the policy is in force and the person insured by the policy is living.

Here's how it works:

- We'll process the withdrawal at the end of the business day we receive your written request ~~in a form satisfactory to us~~.
- Each withdrawal must be at least \$1,000,
- A withdrawal can't be for more than 90% of your policy's cash surrender value.
- The amount we send you will be reduced by a \$20.00 service charge.
- If you don't tell us which investment options from which to take the withdrawal ~~from~~, we'll take it from all of your investment options in proportion to the policy value you have in each option.
- We reserve the right to allow you to make only one withdrawal from any one investment option within a 90-day period.
- We'll send you a policy endorsement showing you any changes in your policy's benefits and values after you've made a withdrawal.
- We will not allow any withdrawal that prevents the policy from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your policy to be classified as a modified endowment contract, we will not process the withdrawal until ~~you tell us to in a form satisfactory to us~~ we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the face amount

If you've chosen death benefit Option B, making a withdrawal won't reduce your policy's face amount. If you've chosen death benefit Option A or C, the ~~total of your initial face amount and any in force~~ ~~increases~~ will be reduced by the amount withdrawn. If there are in force increases in face amount, ~~with~~ the reduction will be allocated among ~~such amounts~~ the initial face amount and in force increases in face amount on a pro-rata basis.

Your face amount can never be less than the minimum face amount shown in Section 1. If a withdrawal will cause your face amount to be less than the minimum face amount, you must reduce the amount of the withdrawal or surrender the policy.

Advisory Fees

In certain situations, as agreed to between you and an investment advisor, advisory fees may be deducted each quarter from specified investment options to compensate an advisor for any management of your policy. The fees may be deducted from the fixed-rate account and/or all of the investment accounts (except the collateral loan account) in proportion to the policy value in each investment option (pro-rata) or they can be deducted from designated investment options as specified by you. These fees may be considered withdrawals from the ~~Policy~~ [policy](#) for tax purposes. No charges will be assessed by us for the withdrawal [of these fees and the face amount will not be reduced by the amount](#) of these fees.

Surrendering your policy

If you surrender your policy for its cash surrender value, your insurance coverage under this policy will end. The cash surrender value is your policy value less any outstanding loan amount. We'll calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

This policy doesn't have a minimum guaranteed cash surrender value.

Your policy value

Policy value isn't guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you've chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you've borrowed or withdrawn from the policy, and the level of policy and rider benefits.

How we calculate your policy value

Your policy value is equal to the total amount allocated to the investment accounts, the fixed-rate account and the loan account. You'll find more about the investment accounts and the fixed-rate account in *Your investment options*. You'll find more about the loan account in *Loans, withdrawals and surrenders*.

We'll adjust your policy value if we find out that you stated the age or gender of the person insured by the policy incorrectly on your application and that person is living. We'll retroactively adjust the policy value to reflect the monthly charges we should have deducted for the correct age or gender. You'll find more about this in *Monthly charges*.

Calculating policy value in the fixed-rate account

On the policy date, the policy value in the fixed-rate account equals the net premiums allocated to this account less the part of the first monthly charge deducted from this account.

To calculate total policy value in the fixed-rate account on any day, we start with the net premiums you've allocated to the account. Then we add:

- any amounts you've transferred into the account from an investment account or the loan account, [and](#)
- any interest accrued.

Finally, we subtract:

- any monthly charges deducted from the account.
- any withdrawals you've made from the account.
- any amounts transferred from the account to an investment account or the loan account.
- any fees deducted from the account for transfers ~~or for getting your death benefit early~~, [and](#)
- any advisory fees deducted from the account.

If we're calculating the policy value in the fixed-rate account on a monthly charge date, we'll also subtract the part of that date's monthly charge that's associated with this account.

Calculating policy value in the investment accounts

On the policy date, the policy value in each investment account equals the net premiums allocated to that account less the part of the first monthly charge deducted from that account.

On any other day, the policy value in any investment account is equal to the number of units in the investment account multiplied by the unit value for that account. You'll find more about units and unit values in *Your investment options*.

To calculate the total number of units, we start with the number of units you bought on the issue date. Then we add units of the account you bought:

- using additional net premiums, [and](#)
- through any transfers from other investment options or the loan account.

Finally, we subtract units of the account redeemed:

- to pay for monthly charges_;
- to pay for withdrawals_;
- through any transfers to another investment option or the loan account_;
- to pay for transfer fees, ~~or fees for getting your death benefit early~~ and
- to pay any advisory fees_;

If we're calculating the policy value in an investment account on a monthly charge date, we'll also subtract the part of that date's monthly charge that's deducted from this account.

Calculating policy value in the loan account

To calculate the total policy value in the loan account on any day, we add:

- any amounts transferred into the account, and
- any interest credited to the account_;

Finally, we subtract:

- any transfers out of the account_;

Monthly charges

We deduct a monthly charge from your policy value on each monthly charge date. Unless you provide us with instructions to the contrary, we will make the deductions from the fixed-rate account first, and if there is no policy value in the fixed-rate account, the other investment options in proportion to the policy value you have in each option. We'll stop deducting the monthly charge when the person insured by the policy reaches age ~~400~~ 121.

The monthly charge has three parts:

Policy fee

You'll find the guaranteed maximum policy fee in Section 1.

Cost of insurance charge

Here's how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000, and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk_;

Different cost of insurance rates may apply to the net amount at risk for the initial face amount and each increase in the face amount you've asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the policy value. The net amount at risk can never be less than zero.

When we're calculating net amount at risk, we allocate the policy value to the initial face amount and any increases in the face amount in proportion to the total face amount. If we've increased your death benefit ~~so that your policy continues to qualify as life insurance under federal tax law~~ in accordance with the *minimum death benefit*, we allocate that increase to the initial face amount and any increases in the face amount you've asked for in proportion to the total face amount.

The monthly cost of insurance rates for the net amount at risk of this policy are based on the age, gender and underwriting class of the person insured by the policy. They're also based on the policy's face amount, death benefit option and the number of years the policy has been in force.

The monthly cost of insurance rates for the initial face amount will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

If the Insured's age at issue of this contract is more than 17 and while the Insured's age at last birthday is no more than 75, you have the right to add at issue or after issue (including renewal) an endorsement that will provide for level cost of insurance rates for a fixed period of time. The period of time may be limited by the age at issue. The addition or renewal of the endorsement will be subject to the then current evidence of insurability requirements satisfactory to us.

Charges for optional riders

If you've added any riders to your policy, we add any charges for them to your monthly charge. You'll find more in *Riders you've added*.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates, mortality and expense risk charges, premium tax charges and policy fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, or federal, state or local taxes. ~~These~~ The interest rates will never be less than the guaranteed minimum interest rate and the other rates and charges, ~~however,~~ will never be greater than the respective guaranteed ~~maximum rates and charges~~ maximums. We'll make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this policy.

Changes we make to rates and charges will be the same for all policies that have the same face amount, death benefit option and policy year, and where the people insured by the policies have the same issue age, gender and underwriting class. Changes will first apply on the next monthly charge date.

We'll calculate changes in policy cost factors prospectively. We'll review interest rates at least once a year. We'll review all other charges at least once every five years.

We won't change our charges more than once a month. We won't change our charges because of a change in the health or job of the person insured by this policy. We also won't change our charges to recoup any prior losses.

Lapsing and reinstatement

If your policy's cash surrender value is less than the monthly charge on the date it's due, your policy may lapse, which means you'll no longer have any insurance coverage. If your policy is in danger of lapsing, we'll give you a grace period to pay the premium needed. If your policy lapses, you have three years from the end of the grace period to apply for reinstatement. You can't reinstate your policy if you surrender it.

About lapsing

Generally, if your policy's cash surrender value isn't enough to cover the monthly charge on the date it's deducted, your policy may lapse.

We'll tell you the minimum payment you have to make in order to keep your policy in force. You'll be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, [including excess loan interest](#) plus three current monthly charge deductions. We'll send a lapse notice to you, any third party designated by you, and to anyone you've assigned your policy to, at the most recent addresses we have in our records.

The grace period

We'll give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you. When the cash surrender value is insufficient to cover the monthly charge, we will transfer any remaining policy value in the investment options into a special holding account that does not earn interest.

If we don't receive the minimum payment within the grace period, your policy will lapse with no value. If your policy lapses at the end of the grace period, we'll return any payments you made to us during the grace period. We'll always give you at least 15 days, but no more than 45 days, [written notice if prior to having your policy is going to lapse. ~~lapse at the end of the 61-day grace period described above.~~ We'll send a notice to you, and to anyone to whom you've assigned your policy to, at the most recent addresses we have in our records.](#)

Reinstating your policy

If your policy lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the policy only, excluding any riders.

We'll approve the reinstatement of your policy if you send us the following:

- an application ~~in a form satisfactory to~~ [provided by us](#),
- evidence of insurability satisfactory to us, [and](#)
- payment of:
 - any outstanding loan amount as of the date the policy lapsed, or reinstatement of that amount,
 - all unpaid monthly charges as of the date the policy lapsed, plus interest at an annual effective rate of 6% from the date the policy lapsed to the date we reinstate it, [and](#)
 - a premium that is enough to cover three current monthly charge deductions.

We'll reinstate your policy on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your policy, the policy value will ~~equal~~ [increase by](#) the amount you paid to reinstate it, less:

- any loan payment,
- any unpaid monthly charges with interest, [and](#)
- any premium tax charge.

If we reinstate your policy on a monthly charge date, we'll also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. [Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the policy.](#) You'll find more about the cash surrender value in [Surrendering your policy](#).

Other things to know about your policy

Entire contract

The entire contract consists of this policy; any attached additional benefit riders, endorsements, original application and any subsequent application(s) for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements made in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements [in the absence of fraud](#) are representations and not warranties. No statement will be used to void this contract or contest a claim unless it's a material misrepresentation contained in the application(s).

Only the President, Vice President or Secretary of TIAA-CREF Life Insurance Company may modify the provisions of this policy or waive any of our rights or requirements under it.

Statements and reports we'll send you

We'll send you an annual statement. We may send you other periodic statements. ~~We won't charge you for any statements.~~—The statements will give you information about your policy, including:

- death benefit proceeds₂
- face amount₂
- current interest rates for the fixed-rate account and loan account₂
- policy value₂
- cash surrender value₂
- any outstanding loan amount₂
- premium payments you've made₂
- premium tax charges we've deducted₂
- monthly charges we've deducted₂ [and](#)
- any other information that's needed by law in the state where we delivered this policy₂

We'll also send you confirmations [as required by the Securities and Exchange Commission](#) when you pay premiums, transfer between investment options, and perform most other transactions.

Illustrations

Starting on your first policy anniversary, you can ask us to send you an illustration showing hypothetical projections of your policy value and death benefit. We reserve the right to limit the number of illustrations to no more than one per policy year.

Communicating with us

You should send all payments, and any correspondence to us, to our administrative office. You'll find the address on the front cover of this policy. You should always include your policy number, your full name and current address, and the full name of the person insured by the policy.

When we process payments

We send out all payments from our administrative office. You'll find the address on the front cover of this policy.

We may delay making any withdrawals, loans, transfers and surrenders from the investment accounts or applying any premium payments to the investment accounts under unusual circumstances; for example, if:

- the New York Stock Exchange closes on a day other than a regular holiday or weekend.
- the SEC determines that trading on the New York Stock Exchange is restricted or that an emergency exists, or
- the corresponding portfolio of an investment account lawfully suspends payment or redemption of its shares.

We may delay payments of withdrawals, loans, transfers and surrenders from the fixed-rate account for up to six months. We won't delay a payment if it needs to be used as a premium payment for any policy you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds ~~have cleared your bank.~~

We may delay payments of death benefit proceeds from the fixed-rate account for up to thirty days.

We pay interest at an annual rate of 8% from the date of the insured's death to the date death benefit proceeds are paid if we delay payment of death benefit proceeds.

All payments we make to you under this policy are exempt from the claims of any creditors, to the extent allowed by law. You can't assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If we find out that you stated the age or gender of the person insured by the policy incorrectly on your application, we'll adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders, the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your policy

This policy will be incontestable after it has been in force during the insured's lifetime for two years from its issue date.

The amount of any increase in the death benefit due to a death benefit option change will be incontestable after such change has been in force during the insured's lifetime for two years from the date the change takes effect. If the face amount has been increased subject to evidence of insurability, such increase will be incontestable after it has been in force during the insured's lifetime for two years from the date the increase takes effect. If we successfully contest a death benefit option change or an increase in face amount subject to evidence of insurability, the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is reinstated, statements made in the reinstatement application will be incontestable after this policy has been in force during the insured's lifetime for two years from the reinstatement date.

If this policy is issued as a result of a conversion option from term insurance issued by us, the contestable period will be measured from the issue date of the term policy.

The contestable period of any additional benefit rider attached to this policy is stated in the rider.

If the person insured by the policy commits suicide

In the event of the suicide of the insured, while sane or insane, within two years from this policy's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of the insured, while sane or insane, within two years from the effective date of any increase in face amount ~~of~~for which evidence of insurability had been provided, or within two years from the effective date of a death benefit option change, our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is issued as a result of a conversion option from term insurance, the suicide period will be measured from the issue date of the term policy.

The suicide exclusion of any additional benefit rider attached to this policy is stated in the rider.

Policy calculations

The values under this policy comply with the laws of the state where we delivered this policy. We've filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the ~~1980-2001~~ Commissioners' Standard Ordinary Mortality Tables using the age as of last birthday, gender, and if applicable, the tobacco use status of the person insured by the policy. We use an annual interest rate of 4%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates, taking into account the number of policy years and the issue age, gender and underwriting class of the person insured by the policy. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This policy is a non-participating policy and does not pay dividends.

Section 3 — Some definitions

administrative office

the office you must contact to exercise any of your rights under the policy. You should send all payments and requests to:

TIAA-CREF Life Insurance Company,
[P.O. Box XXX,
Atlanta, GA 31139],
~~[1-800-223-1200.]~~ [\[1 877 694 0305\]](tel:18776940305)

age

a person's age on the policy date (the issue age shown in Section 1), plus the number of full policy years completed since the policy date. We increase "age" by one year on each policy anniversary.

business day

any day that the New York Stock Exchange or its successor is open for trading. It usually ends at 4:00 pm Eastern Time or when trading closes on the New York Stock Exchange or its successor, whichever is earlier. If we receive your payment or request after the end of a business day, we'll process it as of the end of the next business day.

cash surrender value

your policy value less any outstanding loan amount.

death benefit proceeds

the amount we pay to your beneficiaries when we receive [satisfactory due](#) proof of the death of the person insured by the policy. The amount equals the death benefit under the death benefit option you've chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you've chosen (the initial face amount in Section 1), plus any in force increases in face amount, less any decreases in face amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed-rate account

an investment option supported by our general account. ~~Policy~~ [The policy](#) value allocated to this account earns interest at a rate no less than the guaranteed minimum rate of interest, shown in Section 1.

general account

the account containing all of our assets other than those in the separate account.

in force

when our obligations under the policy begin once we receive your first premium payment and issue this policy. Your policy will be in force until the person insured by the policy dies, the grace period expires and your policy lapses, or you surrender or exchange your policy.

initial face amount

the face amount on the issue date, shown in Section 1.

investment account

an investment option that invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds. Each investment account is a subaccount of the separate account, VLI-1.

investment options

the options you can choose from when you're allocating net premiums under this policy. The investment options for this policy are the investment accounts and the fixed-rate account.

issue age

the age, shown in Section 1, of the person insured by the policy on the policy date.

issue date

the day, shown in Section 1, that we issued this policy at our administrative office. We measure the suicide and contestability periods from the issue date.

licensed physician

an individual licensed to practice medicine in the state in which this policy is delivered and who is acting within the scope of such license. A licensed physician does not include you, the person insured by the policy, or a person who lives with you or the person insured by the policy.

loan account

an account within our general account to which we transfer policy value from the investment options as collateral when you take out a policy loan. The policy value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance policy that's defined in Section 7702A of the Internal Revenue Code. It doesn't receive the same tax advantages as other life insurance policies.

monthly charge date

the day we deduct the monthly charge from your policy value. It's the same date of each calendar month as the policy date or it's the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this policy and any riders you've added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then, from this amount, we subtract the policy value, before we deduct the cost of insurance charge.

net premium

any premium payment, less a premium tax charge, that we allocate to an investment option.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

policy anniversary

the same date of each calendar year as the policy date shown in Section 1.

policy date

the effective date of this policy shown in Section 1. Policy months, policy years and policy anniversaries are measured from the policy date.

policy value

the total amount in the investment accounts, the fixed-rate account and the loan account.

policy year

a year that starts on the policy date or on a policy anniversary.

portfolio

an investment portfolio of the TIAA-CREF Life Funds or other externally managed funds that has its own investment objective, strategy and risk.

premium tax charge

a charge from each premium payment to reimburse us for state premium tax costs. This premium tax charge is based on the state of issue and will remain fixed throughout the life of your policy.

SEC

Securities and Exchange Commission.

securities law

the Investment Company Act of 1940.

separate account

the TIAA-CREF Life separate account, VLI-1. It's divided into investment accounts, each of which invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your policy's minimum death benefit and the maximum amount of premium you can pay. Once we issue your policy, the tax test can't be changed.

underwriting class

a class we assign to the person insured by the policy and use to calculate cost of insurance charges. Classes are based on health, whether or not the person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

unit

a measure used to calculate the amount of policy value in any investment account.

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Key features of your [Flexible Premium Variable Universal Life Insurance](#) policy

- Adjustable death benefit
- Flexible premiums payable during the insured's lifetime
- Premiums can be allocated to the fixed-rate account and/or to our investment accounts
- Policy value, death benefit and length of coverage ~~vary~~ can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance
- The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit provision of this policy*
- Pays death benefit proceeds when the person insured by the policy dies
- Can be cashed in for its cash surrender value
- ~~Doesn't~~ Non-Participating policy. This policy does not pay dividends ~~because it's a nonparticipating policy~~
- ~~Option to get your death benefit early~~ Accelerated Death Benefit option, but you should consult a **qualified personal** tax ~~adviser~~ advisor first because the payment may be taxable

ACCELERATED DEATH BENEFIT DISCLOSURE
TIAA-CREF LIFE INSURANCE COMPANY

This policy provides an accelerated death benefit option as described below. However, please read your policy for a detailed description of such benefit.

Definitions

Terminal illness means a state of health in which the insured's life expectancy is twelve months or less.

Available proceeds mean the death benefit proceeds before reduction for any outstanding loan amount and due and unpaid monthly charges under this policy at the time TIAA-CREF Life Insurance Company approves the application for the accelerated death benefit, subject to the conditions and limitations specified in this policy. Death benefit amounts provided by term insurance riders are not available for acceleration.

Accelerated death benefit means the amount we pay to the owner under the terms of this option.

Brief description of accelerated death benefit option

If the insured suffers from a terminal illness, and provided that all other conditions for acceleration as specified in this policy are met, the owner of this policy may elect to accelerate all or a portion of the available proceeds. The accelerated death benefit will be paid to the owner only once and in a lump sum. The accelerated death benefit will be determined based on the amount of available proceeds being accelerated and the adjustments and deductions specified below. The acceleration of all available proceeds will result in the termination of this policy.

Determination of accelerated death benefit payment

The accelerated death benefit payment will equal the requested available proceeds less an interest discount.

The annual interest rate used to calculate the amount of the discount will be equal to the yield on a 90 day Treasury bill on the date TIAA-CREF Life Insurance Company approves the application for the accelerated death benefit:

The accelerated death benefit payment will be further reduced by:

- (1) an administrative expense charge not to exceed \$200.00;
- (2) any amounts due within this policy's grace period which are unpaid at the time TIAA-CREF Life Insurance Company approves the application for the accelerated death benefit; and
- (3) any outstanding loan amount on the date TIAA-CREF Life Insurance Company approves the accelerated death benefit multiplied by the ratio of the accelerated available proceeds to the available proceeds before the acceleration.

Effect of the accelerated available proceeds on this policy's face amount

Once the owner elects this option, the requested available proceeds being accelerated will reduce this policy's face amount in the following order:

- (1) first, to reduce the amount provided by the most recent in-force increase you asked for, if any;
- (2) then, to reduce the next most recent in-force increases you asked for, successively, if any; and
- (3) finally, to reduce the initial face amount.

Effect of partial acceleration on policy benefits

If TIAA-CREF Life Insurance Company approves the application for the partial acceleration of available proceeds, the unaccelerated portion of this policy's death benefit proceeds will remain in effect. After the payment of an accelerated death benefit, this policy's face amount, policy value and any outstanding loan amount will be reduced by the ratio of the accelerated available proceeds to the available proceeds before the acceleration. Monthly charges for the remaining portion of this policy may be waived in accordance with any Waiver of Monthly Charges Rider attached to this policy. Otherwise, monthly charges will continue to be deducted from the policy value.

By signing below, we are acknowledging that we reviewed this form.

Name of Applicant

Name of TIAA-CREF Life Representative

Signature

Date

Signature

Date

STATE OF ARKANSAS

Re: TIAA-CREF Life Insurance Company

Form Numbers AM-SVUL.3 AR (2008)

This is to certify that I have reviewed Arkansas Regulation 33 with respect to Variable Life Insurance and that TIAA-CREF is in compliance with the Articles contained therein.



Signature

Craig K. Nordyke

Vice President and Actuary

Name and Title (Please type or print)

April 24, 2008

Date



TIAA-CREF Life Insurance Company
 730 Third Avenue
 New York, NY 10017-3206
 212 490-9000 1 800 223-1200

Your Flexible Premium Variable Universal Life Insurance Policy

PLEASE READ THIS POLICY CAREFULLY. This policy is a legal contract between the owner and TIAA-CREF Life Insurance Company. This policy is issued in consideration of the application and the payment of the first premium.

Subject to the conditions specified in this policy, you may request to accelerate this policy's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this policy

Throughout this document, *you* and *your* mean the owner or owners of the policy named in the application or in any later change shown in our records. *We*, *us* and *our* refer to TIAA-CREF Life Insurance Company.

Your right to cancel this policy

During the right to cancel period, you have the right to cancel this policy and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this policy. To cancel your policy, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your policy or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]

[]

Secretary

[]

President

Key features of your Flexible Premium Variable Universal Life Insurance policy

- Adjustable death benefit
- Flexible premiums payable during the insured's lifetime
- Premiums can be allocated to the fixed-rate account and/or to our investment accounts
- **Policy value, death benefit and length of coverage can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance**
- **The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this policy**
- Pays death benefit proceeds when the person insured by the policy dies
- Can be cashed in for its cash surrender value
- Non-Participating policy. This policy does not pay dividends
- Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable

About your contract

Your contract with us includes your application, this policy and any riders or endorsements that are attached to it. It also includes applications that are attached for any later changes you made to the policy.

We've [have](#) assumed that all statements you made in your applications are true to the best of your knowledge and belief. We relied on these statements when we issued this policy. These statements in the absence of fraud are representations only — they're [are](#) not warranties. We'll [will](#) only use these statements to cancel this policy or contest a claim if you made a material misrepresentation in your application.

Only our President, [a](#) Vice President or [the](#) Secretary may change the terms of this policy or waive any of our rights or requirements under it.

You'll [will](#) find the detailed terms of your policy in sections 2 and 3 of this document followed by the terms of any riders you've [have](#) added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance policy. Please read it carefully and keep it in a safe place. We've [have](#) divided it into three main sections.

Section 1 — A summary of your policy

This section is a brief summary of your policy. It tells you your policy's key values, benefits and charges, and reminds you of the choices you made on your application.

Section 2 — How your policy works

This section describes how the main benefits and features of your policy work. It also explains the changes you can make to your policy and other things you can do under it.

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Section 1 — A summary of your policy

Policy information Policy owner [JOHN DOE]
 Plan Flexible Premium Variable Universal Life Insurance
 Policy number [123456789]
 Minimum face amount \$[100,000.00]

Person insured by the policy [JOHN DOE]
 Issue age [35]
 Gender [MALE]
 Underwriting class [PREFERRED PLUS NON TOBACCO]

Issue date [01/01/2009]
 Policy date [01/01/2009]
 Monthly charge date [1]

Policy benefits Initial face amount \$[250,000.00]
 Death benefit option [A - Level]

You can increase or decrease the face amount while your policy is in force. We ~~will~~ will pay the death benefit proceeds to your beneficiary(ies) when the person insured by this policy dies. You can have the proceeds paid in a lump sum or you can choose one of our other payment methods.

If the person insured by this policy has a terminal illness, you can apply to get all or part of the death benefit early.

[Riders [and endorsements] you ~~ve~~ have added]

[You ~~ve~~ have chosen to add the following rider [s] [and endorsement (s)] to your policy:]

[Level Cost of Insurance Endorsement
 Endorsement Issue Date 01/01/2009
 Expiration Date 12/31/2018
 Initial Monthly Level Cost of Insurance Premium \$84.66]
 Refer to the Specifications Page attached to your Endorsement for the Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk

[Waiver of monthly charges rider
 Rider Issue Date 01/01/2009
 Disability must begin before 01/01/2039
 Initial waiver of monthly charges factor :

Age	Factor	Age	Factor	Age	Factor	Age	Factor
35	4.69137720%	47	7.45895504%	59	12.57684160%		
36	4.84213554%	48	7.79113037%	60	13.13633189%		
37	4.99810491%	49	7.79113037%	61	13.72088561%		
38	5.15944140%	50	8.50086248%	62	14.33101414%		
39	5.32768589%	51	8.87791401%	63	14.96906940%		
40	5.49958844%	52	9.27313520%	64	15.63492865%		
41	5.74425237%	53	9.68582290%				
42	6.00071690%	54	10.11678420%				
43	6.26772841%	55	10.56692813%				
44	6.54554384%	56	11.03692586%				
45	6.83725801%	57	11.52832588%				
46	7.14140862%	58	12.04087722%				

About your premium payments

Minimum first premium \$[50.00]
Planned premium \$[1,500.00]
Frequency of your planned premium [ANNUAL]

~~Tax test [GUIDELINE PREMIUM TEST]
Initial Guideline Level Premium \$2,493.14
Initial Guideline Single Premium \$26,361.28]~~

You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your application. You ~~don't~~do not have to pay your planned premiums, but if you ~~don't~~do not, your policy may lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it's is due.

Even if you pay all of your planned premiums, your policy may still lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it's is due. We'~~ll~~will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you ~~don't~~do not pay it before the end of the grace period, your policy will lapse.

The amount of coverage, and the length of time that your policy remains in force, depends on:

- the amount and timing of your premium payments,
- whether you change the face amount or your death benefit option,
- the withdrawals you take or loans you make,
- the investment performance of the investment accounts,
- the amount of the monthly charges and premium tax charges,
- the interest rates on the fixed-rate account and loan account, or
- whether you change rider benefits.

Tax test

Tax test [GUIDELINE PREMIUM TEST]

[Initial Guideline Level Premium [\$2,493.14]]

[Initial Guideline Single Premium [\$26,361.28]]

How your premium payments are allocated

We deduct a premium tax charge from each premium payment you make, and then allocate your *net premium* to the investment options you choose.

We allocate your first net premium payment — and all premium payments you make during the right to cancel period — to the money market account.

Within five days after the end of the right to cancel period, we ~~will~~ will allocate policy value in the money market account to the investment accounts you chose in your most recent allocation instructions.

We ~~will~~ will allocate any premium payments you make after the right to cancel period to the investment options you selected, from your most recent allocation instructions, unless you tell us otherwise. You can transfer among investment options within the limits described in this policy. You may also change your allocations within the limits described in this policy.

Policy value

The value of your policy can change daily. We calculate it by adding the total amount allocated to the investment accounts, the fixed-rate account and the loan account.

Policy value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you ~~ve~~ have chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you ~~ve~~ have borrowed or withdrawn from the policy and the level of policy and rider benefits.

The investment options**Fixed-rate account**

The guaranteed minimum interest rate on the fixed-rate account is 3% per year, compounded annually. We may choose to set a higher rate for this account. The rate may be different from the interest rate on the loan account.

Investment accounts

The investment accounts are those ~~you have selected in the Supplemental Questionnaire Section of your application. These and other investment accounts are~~ available for the policy from TIAA-CREF Life Separate Account VLI-1.

Loans, withdrawals and surrenders

Any time after the right to cancel period ends you can take out a loan from us using your policy as collateral. The maximum amount you can borrow is 90% of your policy value.

The loan interest rate is fixed at an effective annual rate of 5% per year. The loan account guaranteed effective annual interest rate is 4.35%.

You can take out all or part of your cash surrender value by making withdrawals or surrendering your policy. This policy ~~doesn't~~ does not have a minimum guaranteed cash surrender value.

Policy charges**Charges deducted from your premiums**

Premium tax charge of [%] applicable to each premium paid.

Charges deducted from your policy

We deduct a monthly charge that has three parts:

- Guaranteed maximum policy fee: [\$10.00 per month for juveniles (issue ages under 18).
\$0.00 for adults ages 18 and higher]
- Guaranteed maximum cost of insurance charge: See the table in Section 1
- Charges for the riders you ~~ve~~ have added: [See the attached riders]

Charges deducted from the separate account

We deduct mortality and expense charges daily from the policy value allocated to the investment accounts.

These charges will never be more than effective annual rates of 0.95% for Policy Years 1-20 and 0.35% for Policy Years 21 and later.

See the TIAA-CREF Life Funds prospectus for the investment advisory charges of the different portfolios.

Charges for transfers

We reserve the right to charge \$25 for each transfer after the 12th transfer in any policy year.

However, there is no charge for transfers:

- to and from the loan account,
 - under the dollar cost averaging program,
 - under the automatic account rebalancing program, or
 - from the money market account to the investment accounts when we ~~re~~ are transferring amounts we ~~ve~~ have been holding in the money market account during the right to cancel period.
-

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial face amount, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. You [will](#) find more about the monthly cost of insurance charge in Section 2.

POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE
1	0.093333		30	1.225000		59	19.940000
2	0.097500		31	1.352500		60	21.402500
3	0.103333		32	1.481667		61	22.850833
4	0.110833		33	1.616667		62	24.265000
5	0.117500		34	1.759167		63	25.771667
6	0.126667		35	1.919167		64	27.378333
7	0.137500		36	2.105833		65	29.092500
8	0.150833		37	2.332500		66	30.730000
9	0.166667		38	2.597500		67	32.182500
10	0.184167		39	2.876667		68	33.727500
11	0.203333		40	3.176667		69	35.370000
12	0.222500		41	3.503333		70	37.105833
13	0.238333		42	3.871667		71	38.934167
14	0.250833		43	4.300000		72	40.875000
15	0.266667		44	4.797500		73	42.934167
16	0.287500		45	5.355000		74	45.119167
17	0.314167		46	5.976667		75	47.435000
18	0.346667		47	6.652500		76	49.887500
19	0.384167		48	7.368333		77	52.485833
20	0.431667		49	8.150000		78	55.235833
21	0.485000		50	9.019167		79	58.145833
22	0.540000		51	9.985833		80	61.220833
23	0.593333		52	11.049167		81	64.469167
24	0.646667		53	12.198333		82	67.896667
25	0.709167		54	13.420000		83	71.510833
26	0.785000		55	14.701667		84	75.316667
27	0.877500		56	15.978333		85	79.305833
28	0.985000		57	17.235000		86	83.333333]
29	1.102500		58	18.551667			

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page 15).

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
1	250%		30	122%		59	102%
2	250%		31	120%		60	101%
3	250%		32	119%		61	100%
4	250%		33	118%		62	100%
5	250%		34	117%		63	100%
6	250%		35	116%		64	100%
7	243%		36	115%		65	100%
8	236%		37	113%		66	101%
9	229%		38	111%		67	101%
10	222%		39	109%		68	101%
11	215%		40	107%		69	101%
12	209%		41	105%		70	101%
13	203%		42	105%		71	101%
14	197%		43	105%		72	101%
15	191%		44	105%		73	101%
16	185%		45	105%		74	101%
17	178%		46	105%		75	101%
18	171%		47	105%		76	101%
19	164%		48	105%		77	101%
20	157%		49	105%		78	101%
21	150%		50	105%		79	101%
22	146%		51	105%		80	101%
23	142%		52	105%		81	101%
24	138%		53	105%		82	101%
25	134%		54	105%		83	101%
26	130%		55	105%		84	101%
27	128%		56	105%		85	101%
28	126%		57	104%		86	101%]
29	124%		58	103%			

[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. The net single premium may also be affected by any riders you ~~ve~~ [have](#) added to this policy.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
1	208.09		30	531.10		59	895.40
2	215.51		31	545.36		60	903.33
3	223.20		32	559.71		61	911.68
4	231.15		33	574.18		62	921.05
5	239.36		34	588.78		63	932.44
6	247.85		35	603.54		64	947.29
7	256.60		36	618.44		65	968.21
8	265.62		37	633.41		66	990.10
9	274.89		38	648.35		67	990.10
10	284.42		39	663.16		68	990.10
11	294.19		40	677.88		69	990.10
12	304.21		41	692.52		70	990.10
13	314.50		42	707.07		71	990.10
14	325.09		43	721.49		72	990.10
15	336.04		44	735.69		73	990.10
16	347.33		45	749.55		74	990.10
17	358.94		46	763.03		75	990.10
18	370.85		47	776.07		76	990.10
19	383.04		48	788.65		77	990.10
20	395.48		49	800.83		78	990.10
21	408.13		50	812.59		79	990.10
22	420.97		51	823.88		80	990.10
23	434.01		52	834.64		81	990.10
24	447.29		53	844.82		82	990.10
25	460.85		54	854.39		83	990.10
26	474.64		55	863.36		84	990.10
27	488.62		56	871.76		85	990.10
28	502.72		57	879.77		86	990.10]
29	516.89		58	887.61			

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Section 2 — How your policy works

Policy ownership and beneficiaries

This section of your policy tells you about owners, beneficiaries and exchanges.

Who owns your policy

The owner is the person or people named in the application who make the decisions about the policy and its benefits while the person insured by the policy is living. The owner of this policy appears in Section 1. If you ~~didn't~~ did not name an owner on your application, the person insured by the policy is the owner.

Your rights as a policy owner

As the policy owner, you have the following rights:

- to transfer ownership or assign the policy,
- to change the beneficiary(ies),
- to receive benefits and choose payment methods for them,
- to change the amount or timing of premiums,
- to change the death benefit option,
- to change the face amount,
- to reinstate the policy if it lapses,
- to take out a loan, make a withdrawal or surrender the policy,
- to change premium allocations and make transfers among investment options, or
- to change riders.

If you ~~ve~~ have named an irrevocable beneficiary, you ~~ll~~ will need his or her permission to make all of these decisions, except to change the amount or timing of premiums, reinstate the policy if it lapses, change premium allocations and make transfers among investment options.

If this policy has more than one owner and one of you dies, the surviving owner will hold all rights under the policy. If the last surviving owner dies, his or her estate will own the policy, unless you give us your written instructions to the contrary.

~~Transferring ownership~~

~~You can transfer ownership of this policy by submitting your request to us in writing. If you transfer absolute ownership of the policy, you'll no longer have any ownership rights. The new owner will have all the rights under the policy. The change of ownership will be effective on the day you complete your written request, even if the person insured by the policy is no longer living when we receive your request. The change won't apply to any payments or actions we've taken on or before the day we receive your request.~~

Assigning the policy

You can assign your policy in two ways:

- A *collateral* assignment ~~doesn't~~ does not change the ownership of the policy, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the policy to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We ~~re~~ are not responsible for the validity of any assignment.

Transferring ownership

You can transfer ownership of this policy by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the policy. The new owner will have all the rights under the policy.

The transfer of ownership may be requested anytime during the lifetime of the insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or people you named in your application, or in a written form subsequent to the submission of your application, to receive the death benefit proceeds when the person insured by the policy dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you ~~ve~~ have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you ~~ve~~ have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the ~~death benefit proceeds are payable~~ insured dies or if you ~~haven't~~ have not named a beneficiary, you as the policy owner will receive the proceeds. If you ~~re~~ are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries anytime before the death of the insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, the owner of the policy must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- ~~You can change revocable beneficiaries while the person insured by the policy is living by sending us your signed and dated request. The consent of any irrevocable beneficiary is required to exercise your right to change the beneficiary. If we accept the change, it will be effective on the date you complete the change request, even if the person insured by the policy is no longer living when we receive your request. The change won't apply to~~ If acceptable to us, the change will take effect as of the date the request is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action we've taken on or before the day date we receive ~~your~~ the written request for the change.
- If you change your beneficiary and you ~~ve~~ have chosen a monthly payment method for the death benefit proceeds or cash surrender value, we ~~ll~~ will cancel that payment method and you ~~ll~~ will have to choose a payment method again. You ~~ll~~ will find more about monthly payment methods in *Payment methods for the death benefit proceeds and cash surrender value*.

The death benefit

The amount of your policy's death benefit depends on the death benefit option you chose on your application. We offer three options under this policy. The option you chose appears in Section 1.

- Option A — the death benefit will be the same as your policy's face amount. This is known as a *level* death benefit.
- Option B — the death benefit will equal your policy's face amount plus your policy value. This is known as an *increasing* death benefit.
- Option C — the death benefit will equal your policy's face amount plus all premiums credited to the policy since the policy issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You'll [will](#) find more about the minimum death benefit later in this section. When the person insured by the policy reaches age 121, the death benefit for any of the options will be the same as your policy value.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your policy's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries ~~when~~ [after](#) we ~~receive~~ [have received](#) due proof of the death of the ~~person~~ insured [and all information and documents requested](#) by the ~~policy~~. ~~Here's what you need to know:~~ [company](#).

- The person must have died while the policy is in force.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you ~~don't~~ [do not](#) choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If the person insured by the policy commits suicide within two years of this policy's issue date, we'll [will](#) pay you only the premiums you've [have](#) paid, less any outstanding loan amount and withdrawals you've [have](#) made. You'll [will](#) find more about this in *If the person insured by the policy commits suicide*.

Understanding the minimum death benefit

For your policy to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You'll [will](#) find the test for your policy in Section 1. This test can't [not](#) be changed once we've [have](#) issued your policy.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your policy value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your policy value multiplied by a death benefit factor. You'll [will](#) find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the person insured by the policy dies. Death benefit proceeds will equal the death benefit under the option you've [have](#) chosen, minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option starting at anytime on or after your first policy anniversary while your policy is in force. Here's [is](#) how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We ~~will~~ [will](#) make the change before we deduct the monthly charge.
- We ~~won't~~ [will not](#) allow a change if the monthly charges are being waived under a waiver of monthly charges rider.
- We will not allow any change in death benefit option that prevents the policy from qualifying as life insurance under federal tax law.
- We may restrict any changes from or to Option C.
- If your tax test is the cash value accumulation test, no change to Option C will be allowed.
- If a change in death benefit option would cause your policy to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We ~~will~~ [will](#) send you a policy endorsement after we make the change.

Changing from Option A to Option B or Option C

Here's [is](#) what you need to know about changing from Option A to Option B or Option C:

- The person insured by the policy must be living and you must give evidence of insurability satisfactory to us.
- After the change, the face amount can't ~~not~~ [not](#) be less than the minimum face amount shown in Section 1.
- We ~~will~~ [will](#) decrease the face amount by the policy value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We ~~will~~ [will](#) decrease the face amount on the effective date of the change. To do this, we ~~will~~ [will](#) first reduce any increases in the face amount you ~~ve~~ [have](#) asked us for, starting with the most recent. Then we ~~will~~ [will](#) reduce the initial face amount.

Changing from Option B or Option C to Option A

Here's [is](#) what you need to know about changing from Option B or Option C to Option A:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We ~~will~~ [will](#) increase the face amount by the policy value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We ~~will~~ [will](#) increase the face amount on the effective date of the change. The underwriting class for the increase will be the same as it is for the most recent increase that you requested. If you ~~haven't~~ [have not](#) requested an increase, it will be the same as it is for the initial face amount.

Changing from Option B to Option C or from Option C to Option B

Here's [is](#) what you need to know about changing from Option B to Option C or from Option C to Option B:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We ~~will~~ [will](#) adjust the face amount by the policy value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the face amount. A change from Option C to Option B will subtract this adjustment from the face amount.
- We ~~will~~ [will](#) adjust the face amount on the effective date of the change. The underwriting class for any increase will be the same as it is for the most recent increase that you requested. If you ~~haven't~~ [have not](#) requested an increase, it will be the same as it is for the initial face amount.
- Any decrease in the face amount will also be on the effective date of the change. To do this, we ~~will~~ [will](#) first reduce any increases in the face amount you ~~ve~~ [have](#) asked us for, starting with the most recent. Then we ~~will~~ [will](#) reduce the initial face amount.

Changing the face amount

Your policy's initial face amount is the amount of insurance coverage on the issue date. You **will** find the initial face amount in Section 1.

The face amount may change if any of the following happens:

- you ask us to increase or decrease it,
- you change your death benefit option,
- you make any withdrawals, or
- you accelerate your death benefit.

You can ask us to increase or decrease the face amount at any time starting on your first policy anniversary. You must send us your written request while your policy is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we **have** approved the change, we **will** send you a policy endorsement showing your new face amount.

Increasing the face amount

Here **is** what you need to know about increasing the face amount:

- The person insured by the policy must be living and must not have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting class and cost of insurance rates.
- We **will** apply the tax test shown in Section 1 to any increase in the face amount to make sure your policy still qualifies as life insurance under federal tax law.
- You can't **not** increase the face amount if the monthly charges are being waived under a waiver of monthly charges rider.
- We reserve the right to limit increases in the face amount to one increase in any 12-month period.

Decreasing the face amount

Here **is** what you need to know about decreasing the face amount:

- The person insured by the policy must be living on the date we receive your request.
- Each decrease you request must be at least \$25,000.
- The face amount after the decrease must not be less than the minimum face amount for this policy.
- To apply the decrease, we **will** first reduce any increases in the face amount you **have** asked for, starting with the most recent. Then we **will** reduce the initial face amount.
- We will not allow any decrease in face amount that prevents the policy from qualifying as life insurance under federal tax law.
- If a decrease in face amount would cause your policy to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.

Getting your ~~Accelerated~~ death benefit ~~early~~ ~~benefits~~

If the person insured by your policy is diagnosed with a terminal illness, you can apply to get part or all of your policy's death benefit early. This is called *accelerating your death benefit*. You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we ~~will~~ will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we ~~will~~ will deduct the following from the death benefit amount you ~~ve~~ have asked for before making a payment:

- one year of interest equal to the yield on a 90-day Treasury bill on the date we approve your application,
- an administrative expense charge of up to \$200,
- any unpaid amounts due within your policy's grace period on the date we approve your application, and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you ~~re~~ are getting early to the total death benefit available for acceleration under your policy on the date we approve your application.

If you only get part of your death benefit early, the rest of your policy's death benefit will remain in place. We ~~will~~ will continue to deduct monthly charges from your policy value, unless your monthly charges are waived under a waiver of monthly charges rider.

~~How to apply to get your death benefit early~~

Here ~~s~~ is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the person insured by the policy has a terminal illness and 12 months or less to live. The terminal illness can ~~t~~ not be caused by intentionally self-inflicted injuries.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you ~~ve~~ have assigned the policy before we can make a payment.
- If you ~~re~~ are applying to get all of your death benefit early, send this policy and any riders you ~~ve~~ have added with your application. If you ~~re~~ are only applying for part of the death benefit, we ~~will~~ will send you a policy endorsement once we approve your application.
- The person insured by the policy must be living and your policy must be in force when we approve your application. If that person dies before we make the payment to you, we ~~will~~ will pay the death benefit proceeds to your beneficiary.
- We ~~won't~~ will not approve your application if you ~~re~~ are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

~~How getting the death benefit early affects your policy~~

If you choose to get all of your death benefit early, your policy will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we ~~will~~ will reduce your face amount, policy value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit that was available for acceleration on the date we approved your application.

When we reduce your face amount, we ~~will~~ will first reduce any increases in the face amount you asked for, starting with the most recent. Then we ~~will~~ will reduce the initial face amount. We ~~will~~ will reduce the policy value proportionately from all of your investment options on the date we approve your application.

Getting the death benefit early ~~won't~~ will not affect our rights to contest your policy. You ~~will~~ will find more about this in *Contesting the validity of your policy*.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from this policy's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in face amount for which evidence of insurability had been provided, or a change in death benefit options, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

We ~~will~~ will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this policy's death benefit, if any, and any remaining face amount, policy value or outstanding loan amount.

All about premiums

Your policy gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and Limits on the premium payments you can make. We deduct a premium tax charge from each premium payment, and then allocate your net premium to the investment options you ~~ve~~ have chosen on the business day we receive your payment. You ~~ll~~ will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You ~~ll~~ will find your minimum first premium payment in Section 1. It was due on your policy's issue date. Your insurance coverage started when you paid this premium and we issued your policy.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here ~~s~~ is how it works:

- You ~~ll~~ will find the amount and frequency of your planned premium in Section 1. You chose these on your application.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We ~~ll~~ will send you a notice to remind you of your planned premium payment. We ~~won't~~ will not send a notice if you ~~ve~~ have chosen to make scheduled electronic payments. You ~~re~~ are not required to make planned premium payments, but if you miss a payment, your policy may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your policy could still lapse if its cash surrender value ~~isn't~~ is not enough to cover your monthly charges. You ~~ll~~ will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time.
- We reserve the right to limit total premium payments allocated to the fixed-rate account to \$500,000 within a policy year.
- While this policy is in force, we ~~ll~~ will accept premium payments while the person insured by the policy is living or until he or she reaches age 121.
- We ~~ll~~ will treat any payment you make during the life of your policy as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your policy will stay in force until the insured's age 121.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your policy's tax test is the guideline premium test, we ~~ll~~ will refuse to accept all or part of a premium payment if, by accepting it, your policy would no longer qualify as life insurance under federal tax law. You ~~ll~~ will find the tax test for this policy in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We ~~ll~~ will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your policy to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it ~~doesn't~~ does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we ~~ll~~ will send it no later than 60 days after the end of the policy year in which you paid the premium. We ~~won't~~ will not return a premium payment if it would cause your policy to lapse. You ~~ll~~ will find more about lapsing in *Lapsing and reinstatement*.

Allocating your premiums

We ~~will~~ will allocate your net premium payments, other than those received during the right to cancel period, on the business day we receive them to the investment options you chose in your most recent allocation instructions.

You can write to us at any time to change your allocation instructions. Your allocation percentages must be in whole numbers and add up to 100%. We ~~will~~ will apply your new instructions to all net premiums we receive starting on the business day we receive your request.

Your investment options

We put your premium payments in our general and separate accounts. We own the assets in our accounts and allocate your net premiums to the investment options you've [chosen](#).

You can choose to allocate your premiums to the fixed-rate account or to a number of investment accounts. Amounts allocated to the fixed-rate account are held in our general account. Amounts allocated to the investment accounts are held in our separate account.

The fixed-rate account

You can choose to allocate any or all of your premium payments to the fixed-rate account. Or you can transfer policy value from the investment accounts to the fixed-rate account. You'll [find](#) more about making transfers in Transferring among investment options.

The policy value in the fixed-rate account earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed-rate account may be different than the interest rate on the loan account.

Turn to Your policy value for more about how we calculate policy value in the fixed-rate account.

The investment accounts

Each portfolio is managed by an investment advisor registered under the Investment Advisors Act of 1940. You'll [find](#) more about the portfolios in the TIAA-CREF Life Funds prospectus.

About units

When you allocate, transfer or add an amount to an investment account, we use that amount to buy *units*.

Similarly, when you transfer, withdraw or surrender an amount from an investment account, we redeem and cancel units in that investment account. We calculate the number of units we buy or redeem by dividing the amount of the transaction by the *unit value* of the investment account at the end of the business day on which we process the transaction.

We calculate how much of your policy value is in an investment account by multiplying the number of units you hold in that account by the account's unit value. Turn to *Your policy value* for more about how we calculate total policy value in the investment accounts.

About investment performance

We also use unit value to measure the investment performance of the investment accounts. We calculate the unit value for each investment account at the end of every business day by multiplying the unit value for the previous business day by the net investment factor for the current business day.

On any business day, here's [is](#) how we calculate the net investment factor for an investment account:

- a) we take the net asset value per share of the corresponding portfolio of the investment account at the end of the day. This amount ~~doesn't~~ [does not](#) include any transactions made by policyholders or any monthly charges we've [deducted](#) or benefits we've [paid](#) during that day.
- b) we add to a) the per share amount of any dividends or capital gains distributed by the portfolio that day less any amount paid or reserved for the tax liability associated with operating the account since the previous business day.
- c) we then divide the sum of a) and b) by the net asset value per share of the corresponding portfolio of the investment account at the end of the previous business day. This amount includes any transactions made by policyholders or any monthly charges we've [deducted](#) or benefits we've [paid](#) during that day.
- d) finally, we subtract from the amount calculated in c) the daily mortality and expense risk charge and the daily investment advisory expense charge. You'll [find](#) the guaranteed maximum mortality and expense risk charge in Section 1. You'll [find](#) more about the investment advisory expense charge in the TIAA-CREF Life Funds prospectus.

If the daily mortality and expense risk charge changes, the units and unit values will be adjusted to reflect such change. In no event will the mortality and expense risk charge be more than the guaranteed maximum rate shown in Section 1. Unit values on any non-business day are determined using the unit value as of the most recent business day.

Transferring among investment options

You can make transfers among the investment accounts and the fixed-rate account. Transfers will normally be effective at the end of the business day we receive your request.

Here is what you need to know about making transfers.

- The minimum amount for a transfer is \$250 or the total value of the investment option you are transferring from, whichever is less. Your transfer allocations must be in whole dollar amounts or full percentages.
- The total amount of transfers in any policy year from the fixed-rate account may not exceed the greater of: 25% of the current balance in the fixed-rate account or the amount transferred from the fixed-rate account in the immediately preceding policy year.
- We ~~won't~~ will not charge you for the first 12 transfers you make in any policy year. We reserve the right to charge you \$25 for any transfer after the 12th transfer. We ~~won't~~ will not charge you for the transfers described in Section 1.
- We ~~will~~ will deduct the transfer charge, if there is one, from the investment option to which you are transferring.
- If you ~~re~~ are transferring to more than one investment option at a time, we ~~will~~ will deduct the charge, if applicable, from all your targeted investment options in proportion to the amount transferred into each option.
- We reserve the right to allow you to make only one transfer from each investment option within any 90-day period.
- If you ~~don't~~ do not have enough policy value in an account to cover a transfer, we ~~will~~ will transfer the remaining amount in the account into the account to which you are transferring. If you are transferring to more than one account, we will transfer the remaining amount in the account into the accounts to which you are transferring in proportion to your transfer instructions.
- To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an investment option in order to curb frequent transaction activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an investment option. In accordance with applicable law, we may limit the transfer feature of this policy at any time.

Dollar cost averaging transfer program

Our dollar cost averaging program allows you to make scheduled transfers from the fixed-rate account or a money market account (source account) to the investment accounts. Here ~~s~~ is how the program works:

- You must authorize us to start the program.
- You choose the dollar amount of each transfer, but the amount must be at least \$100.
- You decide how many scheduled transfers to make. However, we may require a minimum number of transfers for this program. If you ~~don't~~ do not choose a number, transfers will be made until there is no policy value remaining in the source account.
- The first transfer will be made on the first monthly charge date after: a) the right to cancel period has ended; or b) we receive your request to start the program, whichever is later. When the monthly charge date falls on a day that is not a business day, we ~~will~~ will transfer into the investment accounts using the unit values as of the immediately preceding business day.
- You choose whether transfers will be made monthly or quarterly. If you ~~don't~~ do not select a timing, we will make monthly transfers.
- You decide how the transfers will be allocated into the investment accounts.
- We ~~won't~~ will not charge you for any transfers made under this program.
- Dollar cost averaging is not available if the automatic account rebalancing program is in effect.
- We reserve the right to allow you to start only one dollar cost averaging program in any policy year.
- We reserve the right to discontinue the dollar cost averaging program. We will give you at least 30 days advanced notice if we discontinue the program.

We ~~will~~ keep making transfers until one of the following happens:

- you authorize us to cancel the program,
- you ~~don't do not~~ have enough policy value in the source account to cover a transfer. If this happens, we ~~will~~ automatically transfer the remaining amount in the source account into the investment accounts you chose in your most recent dollar cost averaging transfer allocation instructions, or
- we ~~ve have~~ made the number of transfers you ~~ve have~~ asked us to make.

Automatic account rebalancing program

Our automatic account rebalancing programs allows you to maintain your specified allocation mix among the fixed-rate and investment account options. Here ~~s is~~ how the program works:

- You authorize us to start the program.
- You choose whether to readjust your account allocations on a monthly, quarterly, semi-annual, or annual basis.
- We will automatically make the necessary transfers to maintain your specified allocation under the program.
- We ~~won't will not~~ charge you for any transfers made under this program.
- Automatic account rebalancing is not available if the dollar cost averaging program is in effect.

We ~~will~~ keep making account reallocations until you tell us in a form satisfactory to us to cancel the program.

About the separate account

The TIAA-CREF Life separate account, VLI-1, funds the investment accounts offered under this policy. We own the assets in the VLI-1 account and keep them separate from our other separate accounts and from the general account.

We use the VLI-1 account to support the benefits for this policy and other similar policies. We must keep enough money in the VLI-1 account to cover the policy values allocated to the investment accounts under the policies funded by the account, but we can transfer any amount that ~~s is~~ more than these liabilities to our general account.

We can ~~t not~~ charge the assets of the VLI-1 account with any liabilities from our other business.

Similarly, the income, gains or losses, realized or unrealized, of the assets of an investment account belong to that investment account and are credited to or charged against the assets held in that investment account without regard to our other income, gains or losses. We comply with all laws and regulations that apply when we value the assets of the VLI-1 account.

If we believe it ~~s is~~ in your best interests and it ~~s is~~ appropriate for the purposes of this policy, we can take certain actions. We ~~will~~ give you notice if it ~~s is~~ needed, and we ~~will~~ get approval from you, the SEC or any other regulatory authority when needed by law. Here ~~s is~~ what we can do:

- deregister the VLI-1 account under securities law,
- operate the VLI-1 account in any form allowed under securities and other law,
- take any action needed to comply with, maintain or get any exemption from securities law,
- transfer any assets from an investment account into another investment account, or into other separate accounts or our general account,
- add, combine or remove investment accounts in the VLI-1 account,
- substitute a portfolio's shares held in an investment account with another class of shares issued by the portfolio, or with shares of another investment company or any other investment allowed by law,
- change the way we deduct or collect charges under the policy as long as any increase in charges is allowed under the terms of this policy,
- modify this policy as needed so that it continues to qualify as life insurance under federal tax law, or
- add to, cancel or suspend your ability to allocate net premiums or transfer policy value in any of the Investment options to any other investment options.

We reserve the right to make any other technical changes to this policy that are necessary to conform with the actions listed above.

We ~~will~~ will tell you if any of these actions result in a material change in the underlying portfolios of an investment account you ~~ve~~ have allocated policy value to. We ~~will~~ will file details of any material change with a regulatory authority if needed, and the change will be subject to any approval required.

If you object to a material change that affects an investment account to which you ~~ve~~ have allocated policy value, you can ask us to transfer that policy value into another investment option. We must receive your transfer request at our administrative office within 60 days of the postmarked date on the notice of material change we send to you. We ~~won't~~ will not charge you for this transfer.

The VLI-1 account is a separate investment account under New York state laws. It ~~s~~ is registered as a unit investment trust with the SEC under the Investment Company Act of 1940.

The investment policy of the separate account can ~~t~~ not be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

Loans, withdrawals and surrenders

You can get access to all or some of your policy value while your policy is in force by making partial withdrawals or surrendering your policy. You can also take out a loan from us using your policy as collateral.

About loans

You can borrow money from us any time after *your right to cancel policy* period ends [and](#) while the person insured by the policy is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your policy value as collateral. You pay interest on the amount you borrow. The policy value set aside to secure your loan also earns interest. Here's [is](#) how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you ~~re~~ [are](#) borrowing from your policy value in the investment options to the loan account. If you ~~don't~~ [do not](#) tell us which investment options from which to take the loan amount, we ~~ll~~ [will](#) transfer it from all of your investment options in proportion to the policy value you have in each option.
- The amount of policy value in the loan account earns interest. You ~~ll~~ [will](#) find more about the loan account later in this section. You ~~ll~~ [will](#) find more about how we calculate policy value in the loan account in *Your policy value*.
- Taking out a loan may affect your policy value because the amount set aside in the loan account will not participate in any potential earnings made possible through the investment options.
- Interest owed on the amount you ~~ve~~ [have](#) borrowed accrues daily at an annual rate set by us. You ~~ll~~ [will](#) find more about our interest rates later in this section.
- Interest that has accrued during a policy year is due on your policy anniversary and whenever the cash surrender value ~~isn't~~ [is not](#) enough to cover the monthly charge. If you ~~don't~~ [do not](#) pay the interest when it's [is](#) due, we ~~ll~~ [will](#) add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each policy anniversary, if your outstanding loan amount is greater than your policy value in the loan account, we ~~ll~~ [will](#) transfer the difference from the investment options to the loan account. If you ~~don't~~ [do not](#) tell us which investment options from which to take this amount, we ~~ll~~ [will](#) transfer it from your investment options in proportion to the policy value you have in each option.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the policy value, your policy will enter the grace period. You ~~ll~~ [will](#) find more about the grace period in *The grace period*.

How much you can borrow

The minimum amount you can borrow is \$1,000. The maximum amount you can borrow is 90% of your policy value. Throughout this policy, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan

You can repay all or part of your outstanding loan amount any time while your policy is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We ~~won't~~ will not deduct a premium tax charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the investment options you choose. If you ~~don't~~ do not tell us which investment options to which to make the transfer, we will use your most recent premium allocation instructions.

If you ~~don't~~ do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the person insured by the policy dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your policy's first anniversary as long as the policy is in force and the person insured by the policy is living.

Here's is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least \$1,000.
- A withdrawal can't not be for more than 90% of your policy's cash surrender value.
- The amount we send you will be reduced by a \$20.00 service charge.
- If you ~~don't~~ do not tell us which investment options from which to take the withdrawal, we will take it from all of your investment options in proportion to the policy value you have in each option.
- We reserve the right to allow you to make only one withdrawal from any one investment option within a 90-day period.
- We will send you a policy endorsement showing you any changes in your policy's benefits and values after you've have made a withdrawal.
- We will not allow any withdrawal that prevents the policy from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your policy to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the face amount

If you've have chosen death benefit Option B, making a withdrawal ~~won't~~ will not reduce your policy's face amount. If you've have chosen death benefit Option A or C, the face amount will be reduced by the amount withdrawn. If there are in force increases in face amount, the reduction will be allocated among the initial face amount and in force increases in face amount on a pro-rata basis.

Your face amount can never be less than the minimum face amount shown in Section 1. If a withdrawal will cause your face amount to be less than the minimum face amount, you must reduce the amount of the withdrawal or surrender the policy.

Advisory Fees

In certain situations, as agreed to between you and an investment advisor, advisory fees may be deducted each quarter from specified investment options to compensate an advisor for any management of your policy. The fees may be deducted from the fixed-rate account and/or all of the investment accounts (except the collateral loan account) in proportion to the policy value in each investment option (pro-rata) or they can be deducted from designated investment options as specified by you. These fees may be considered withdrawals from the policy for tax purposes. No charges will be assessed by us for the withdrawal of these fees and the face amount will not be reduced by the amount of these fees.

Surrendering your policy

If you surrender your policy for its cash surrender value, your insurance coverage under this policy will end. The cash surrender value is your policy value less any outstanding loan amount. We ~~will~~ will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

This policy ~~doesn't~~ does not have a minimum guaranteed cash surrender value.

Your policy value

Policy value ~~isn't~~ **is not** guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you've **have** chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you've **have** borrowed or withdrawn from the policy, and the level of policy and rider benefits.

How we calculate your policy value

Your policy value is equal to the total amount allocated to the investment accounts, the fixed-rate account and the loan account. You'll **will** find more about the investment accounts and the fixed-rate account in *Your investment options*. You'll **will** find more about the loan account in *Loans, withdrawals and surrenders*.

We'll **will** adjust your policy value if we find out that you stated the age or gender of the person insured by the policy incorrectly on your application and that person is living. We'll **will** retroactively adjust the policy value to reflect the monthly charges we should have deducted for the correct age or gender. You'll **will** find more about this in *Monthly charges*.

Calculating policy value in the fixed-rate account

On the policy date, the policy value in the fixed-rate account equals the net premiums allocated to this account less the part of the first monthly charge deducted from this account.

To calculate total policy value in the fixed-rate account on any day, we start with the net premiums you've **have** allocated to the account. Then we add:

- any amounts you've **have** transferred into the account from an investment account or the loan account, and
- any interest accrued.

Finally, we subtract:

- any monthly charges deducted from the account,
- any withdrawals you've **have** made from the account,
- any amounts transferred from the account to an investment account or the loan account,
- any fees deducted from the account for transfers, and
- any advisory fees deducted from the account.

If we're **are** calculating the policy value in the fixed-rate account on a monthly charge date, we'll **will** also subtract the part of that date's monthly charge that's **is** associated with this account.

Calculating policy value in the investment accounts

On the policy date, the policy value in each investment account equals the net premiums allocated to that account less the part of the first monthly charge deducted from that account.

On any other day, the policy value in any investment account is equal to the number of units in the investment account multiplied by the unit value for that account. You'll **will** find more about units and unit values in *Your investment options*.

To calculate the total number of units, we start with the number of units you bought on the issue date. Then we add units of the account you bought:

- using additional net premiums, and
- through any transfers from other investment options or the loan account.

Finally, we subtract units of the account redeemed:

- to pay for monthly charges,
- to pay for withdrawals,
- through any transfers to another investment option or the loan account,
- to pay for transfer fees, and
- to pay any advisory fees.

If we're are calculating the policy value in an investment account on a monthly charge date, we'll will also subtract the part of that date's monthly charge that's is deducted from this account.

Calculating policy value in the loan account

To calculate the total policy value in the loan account on any day, we add:

- any amounts transferred into the account, and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges

We deduct a monthly charge from your policy value on each monthly charge date. Unless you provide us with instructions to the contrary, we will make the deductions from the fixed-rate account first, and if there is no policy value in the fixed-rate account, the other investment options in proportion to the policy value you have in each option. We'll will stop deducting the monthly charge when the person insured by the policy reaches age 121.

The monthly charge has three parts:

Policy fee

You'll will find the guaranteed maximum policy fee in Section 1.

Cost of insurance charge

Here's is how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000, and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial face amount and each increase in the face amount you've have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the policy value. The net amount at risk can never be less than zero.

When we're are calculating net amount at risk, we allocate the policy value to the initial face amount and any increases in the face amount in proportion to the total face amount. If we've have increased your death benefit in accordance with the *minimum death benefit*, we allocate that increase to the initial face amount and any increases in the face amount you've have asked for in proportion to the total face amount.

The monthly cost of insurance rates for the net amount at risk of this policy are based on the age, gender and underwriting class of the person insured by the policy. They're are also based on the policy's face amount, death benefit option and the number of years the policy has been in force.

The monthly cost of insurance rates for the initial face amount will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

If the Insured's age at issue of this contract is more than 17 and while the Insured's age at last birthday is no more than 75, you have the right to add at issue or after issue (including renewal) an endorsement that will provide for level cost of insurance rates for a fixed period of time. The period of time may be limited by the age at issue. The addition or renewal of the endorsement will be subject to the then current evidence of insurability requirements satisfactory to us.

Charges for optional riders

If you've have added any riders to your policy, we add any charges for them to your monthly charge. You'll will find more in *Riders you've have added*.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates, mortality and expense risk charges, premium tax charges and policy fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rate and the other rates and charges will never be greater than the respective guaranteed maximums. We'll will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this policy.

Changes we make to rates and charges will be the same for all policies that have the same face amount, death benefit option and policy year, and where the people insured by the policies have the same issue age, gender and underwriting class. Changes will first apply on the next monthly charge date.

We'll will calculate changes in policy cost factors prospectively. We'll will review interest rates at least once a year. We'll will review all other charges at least once every five years.

We ~~won't~~ will not change our charges more than once a month. We ~~won't~~ will not change our charges because of a change in the health or job of the person insured by this policy. We also ~~won't~~ will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your policy's cash surrender value is less than the monthly charge on the date it's is due, your policy may lapse, which means you will no longer have any insurance coverage. If your policy is in danger of lapsing, we will give you a grace period to pay the premium needed. If your policy lapses, you have three years from the end of the grace period to apply for reinstatement. You can't not reinstate your policy if you surrender it.

About lapsing

Generally, if your policy's cash surrender value ~~isn't~~ is not enough to cover the monthly charge on the date it's is deducted, your policy may lapse.

We will tell you the minimum payment you have to make in order to keep your policy in force. You will be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions. We will send a lapse notice to you, any third party designated by you, and to anyone you ~~ve~~ have assigned your policy to, at the most recent addresses we have in our records.

The grace period

We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you. When the cash surrender value is insufficient to cover the monthly charge, we will transfer any remaining policy value in the investment options into a special holding account that does not earn interest.

If we ~~don't~~ do not receive the minimum payment within the grace period, your policy will lapse with no value. If your policy lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your policy lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you ~~ve~~ have assigned your policy to, at the most recent addresses we have in our records.

Reinstating your policy

If your policy lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the policy only, excluding any riders.

We will approve the reinstatement of your policy if you send us the following:

- an application provided by us,
- evidence of insurability satisfactory to us, and
- payment of:
 - any outstanding loan amount as of the date the policy lapsed, or reinstatement of that amount,
 - all unpaid monthly charges as of the date the policy lapsed, plus interest at an annual effective rate of 6% from the date the policy lapsed to the date we reinstate it, and
 - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your policy on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your policy, the policy value will increase by the amount you paid to reinstate it, less:

- any loan payment,
- any unpaid monthly charges with interest, and
- any premium tax charge.

If we reinstate your policy on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the policy. You will find more about the cash surrender value in Surrendering your policy.

Other things to know about your policy

Entire contract

The entire contract consists of this policy; any attached additional benefit riders, endorsements, original application and any subsequent application(s) for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements made in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it ~~is~~ is a material misrepresentation contained in the application(s).

Only ~~the~~ our President, a Vice President or the Secretary ~~of TIAA-CREF Life Insurance Company may modify~~ may change the ~~provisions-terms~~ of this policy or waive any of our rights or requirements under it.

Statements and reports we ~~will~~ will send you

We ~~will~~ will send you an annual statement. We may send you other periodic statements. The statements will give you information about your policy, including:

- death benefit proceeds,
- face amount,
- current interest rates for the fixed-rate account and loan account,
- policy value,
- cash surrender value,
- any outstanding loan amount,
- premium payments you ~~ve~~ have made,
- premium tax charges we ~~ve~~ have deducted,
- monthly charges we ~~ve~~ have deducted, and
- any other information that ~~s~~ is needed by law in the state where we delivered this policy.

We ~~will~~ will also send you confirmations as required by the Securities and Exchange Commission when you pay premiums, transfer between investment options, and perform most other transactions.

Illustrations

Starting on your first policy anniversary, you can ask us to send you an illustration showing hypothetical projections of your policy value and death benefit. We reserve the right to limit the number of illustrations to no more than one per policy year.

Communicating with us

You should send all payments, and any correspondence to us, to our administrative office. You ~~will~~ will find the address on the front cover of this policy. You should always include your policy number, your full name and current address, and the full name of the person insured by the policy.

When we process payments

We send out all payments from our administrative office. You ~~will~~ will find the address on the front cover of this policy.

We may delay making any withdrawals, loans, transfers and surrenders from the investment accounts or applying any premium payments to the investment accounts under unusual circumstances; for example, if:

- the New York Stock Exchange closes on a day other than a regular holiday or weekend,
- the SEC determines that trading on the New York Stock Exchange is restricted or that an emergency exists, or the corresponding portfolio of an investment account lawfully suspends payment or redemption of its shares.

We may delay payments of withdrawals, loans, transfers and surrenders from the fixed-rate account for up to six months. We ~~won't~~ will not delay a payment if it needs to be used as a premium payment for any policy you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds.

We may delay payments of death benefit proceeds from the fixed-rate account for up to thirty days.

We pay interest at an annual rate of 8% from the date of the insured's death to the date death benefit proceeds are paid if we delay payment of death benefit proceeds.

All payments we make to you under this policy are exempt from the claims of any creditors, to the extent allowed by law. You can't ~~not~~ not assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If we find out that you stated the age or gender of the person insured by the policy incorrectly on your application, we ~~will~~ will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders, the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your policy

This policy will be incontestable after it has been in force during the insured's lifetime for two years from its issue date. If we successfully contest this policy during the first two years, we will refund your premiums.

The amount of any increase in the death benefit due to a death benefit option change will be incontestable after such change has been in force during the insured's lifetime for two years from the date the change takes effect. If the face amount has been increased subject to evidence of insurability, such increase will be incontestable after it has been in force during the insured's lifetime for two years from the date the increase takes effect. If we successfully contest a death benefit option change or an increase in face amount subject to evidence of insurability, the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is reinstated, statements made in the reinstatement application will be incontestable after this policy has been in force during the insured's lifetime for two years from the reinstatement date.

If this policy is issued as a result of a conversion option from term insurance issued by us, the contestable period will be measured from the issue date of the term policy.

The contestable period of any additional benefit rider attached to this policy is stated in the rider.

If the person insured by the policy commits suicide

In the event of the suicide of the insured, while sane or insane, within two years from this policy's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of the insured, while sane or insane, within two years from the effective date of any increase in face amount for which evidence of insurability had been provided, or within two years from the effective date of a death benefit option change, our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is issued as a result of a conversion option from term insurance, the suicide period will be measured from the issue date of the term policy.

The suicide exclusion of any additional benefit rider attached to this policy is stated in the rider.

Policy calculations

The values under this policy comply with the laws of the state where we delivered this policy. We've [have](#) filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the age as of last birthday, gender, and if applicable, the tobacco use status of the person insured by the policy. We use an annual interest rate of 4%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates, taking into account the number of policy years and the issue age, gender and underwriting class of the person insured by the policy. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This policy is a non-participating policy and does not pay dividends.

Section 3 — Some definitions

administrative office

the office you must contact to exercise any of your rights under the policy. You should send all payments and requests to:

TIAA-CREF Life Insurance Company,
[P.O. Box XXX,
Atlanta, GA 31139],
[1 877 694 0305]

age

a person's age on the policy date (the issue age shown in Section 1), plus the number of full policy years completed since the policy date. We increase "age" by one year on each policy anniversary.

business day

any day that the New York Stock Exchange or its successor is open for trading. It usually ends at 4:00 pm Eastern Time or when trading closes on the New York Stock Exchange or its successor, whichever is earlier. If we receive your payment or request after the end of a business day, we ~~will~~ will process it as of the end of the next business day.

cash surrender value

your policy value less any outstanding loan amount.

death benefit proceeds

the amount we pay to your beneficiaries when we receive due proof of the death of the person insured by the policy. The amount equals the death benefit under the death benefit option you ~~ve~~ have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you ~~ve~~ have chosen (the initial face amount in Section 1), plus any in force increases in face amount, less any decreases in face amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed-rate account

an investment option supported by our general account. The policy value allocated to this account earns interest at a rate no less than the guaranteed minimum rate of interest, shown in Section 1.

general account

the account containing all of our assets other than those in the separate account.

in force

when our obligations under the policy begin once we receive your first premium payment and issue this policy. Your policy will be in force until the person insured by the policy dies, the grace period expires and your policy lapses, or you surrender or exchange your policy.

initial face amount

the face amount on the issue date, shown in Section 1.

investment account

an investment option that invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds. Each investment account is a subaccount of the separate account, VLI-1.

investment options

the options you can choose from when you ~~re~~ are allocating net premiums under this policy. The investment options for this policy are the investment accounts and the fixed-rate account.

issue age

the age, shown in Section 1, of the person insured by the policy on the policy date.

issue date

the day, shown in Section 1, that we issued this policy at our administrative office. We measure the suicide and contestability periods from the issue date.

licensed physician

an individual licensed to practice medicine in the state in which this policy is delivered and who is acting within the scope of such license. A licensed physician does not include you, the person insured by the policy, or a person who lives with you or the person insured by the policy.

loan account

an account within our general account to which we transfer policy value from the investment options as collateral when you take out a policy loan. The policy value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance policy that ~~s~~ is defined in Section 7702A of the Internal Revenue Code. It ~~doesn't~~ does not receive the same tax advantages as other life insurance policies.

monthly charge date

the day we deduct the monthly charge from your policy value. It ~~s~~ is the same date of each calendar month as the policy date or it ~~s~~ is the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this policy and any riders you ~~ve~~ have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then, from this amount, we subtract the policy value, before we deduct the cost of insurance charge.

net premium

any premium payment, less a premium tax charge, that we allocate to an investment option.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

policy anniversary

the same date of each calendar year as the policy date shown in Section 1.

policy date

the effective date of this policy shown in Section 1. Policy months, policy years and policy anniversaries are measured from the policy date.

policy value

the total amount in the investment accounts, the fixed-rate account and the loan account.

policy year

a year that starts on the policy date or on a policy anniversary.

portfolio

an investment portfolio of the TIAA-CREF Life Funds or other externally managed funds that has its own investment objective, strategy and risk.

premium tax charge

a charge from each premium payment to reimburse us for state premium tax costs. This premium tax charge is based on the state of issue and will remain fixed throughout the life of your policy.

SEC

Securities and Exchange Commission.

securities law

the Investment Company Act of 1940.

separate account

the TIAA-CREF Life separate account, VLI-1. It ~~is~~ is divided into investment accounts, each of which invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your policy's minimum death benefit and the maximum amount of premium you can pay. Once we issue your policy, the tax test can't not be changed.

underwriting class

a class we assign to the person insured by the policy and use to calculate cost of insurance charges. Classes are based on health, whether or not the person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

unit

a measure used to calculate the amount of policy value in any investment account.

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Key features of your Flexible Premium Variable Universal Life Insurance policy

- **Adjustable death benefit**
- **Flexible premiums payable during the insured's lifetime**
- **Premiums can be allocated to the fixed-rate account and/or to our investment accounts**
- **Policy value, death benefit and length of coverage can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance**
- **The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this policy**
- **Pays death benefit proceeds when the person insured by the policy dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating policy. This policy does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**



FINANCIAL SERVICES
FOR THE GREATER GOOD™

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800 842-2733, ext.3284
fax: 212 916-5903
e-mail: pmcgroarty@tiaa-cref.org

July 23, 2008

Ms Linda Bird
Compliance - Life and Health
Arkansas Department of Insurance
Little Rock, AR 72201-1904

**Re: INFORMATIONAL FILING
TIAA-CREF Life Insurance Company ("TIAA-CREF Life")
Individual Single Life Variable Universal Life Insurance Filing--Resubmission
Policy Form Number AM-SVUL.3 AR (2008)**

Dear Ms. Bird.

We would like to resubmit the attached revised policy form, approved by your department on April 24, 2008 under your state tracking number 38716, as an information filing along with the corrections noted in the comparison policy form under the Supporting documentation Tab.

As you can see, the revisions include the elimination of contractions and revised text on pages 2, 3, 8, 13, 14, 15, 18, 23, 26, 33 and 34.

Please be assured that this form had not as yet been marketed and it was only during a review that we noted that we needed to make additional changes to the form.

We appreciate your providing us this opportunity to resubmit this form and apologize for any inconvenience this may cause you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick McGroarty', written in a cursive style.

Patrick McGroarty, AIRC, AAPA, AIAA, ACS
Sr. Contract Forms Specialist
E-Mail: pmcgroarty@tiaa-cref.org
Phone: (800) 842-2733, Extension 3284

SERFF Tracking Number: TCRE-125470849 *State:* Arkansas
Filing Company: TIAA-CREF Life Insurance Company *State Tracking Number:* 38716
Company Tracking Number: AM-SVUL.3 AR (2008)
TOI: L061 Individual Life - Variable *Sub-TOI:* L061.002 Single Life - Flexible Premium
Product Name: Individual Single Life Variable Universal Life Insurance Filing
Project Name/Number: 2001 CSO Repricing/AM-SVUL.3 AR (2008)

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Individual Single Life Variable Universal Life Insurance Filing-	02/28/2008	ARK Single VUL AM-SVUL 3 2008 (2).pdf



TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Your Flexible Premium Variable Universal Life Insurance Policy

PLEASE READ THIS POLICY CAREFULLY. This policy is a legal contract between the owner and TIAA-CREF Life Insurance Company. This policy is issued in consideration of the application and the payment of the first premium.

Subject to the conditions specified in this policy, you may request to accelerate this policy's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this policy

Throughout this document, *you* and *your* mean the owner or owners of the policy named in the application or in any later change shown in our records. *We*, *us* and *our* refer to TIAA-CREF Life Insurance Company.

Your right to cancel this policy

During the right to cancel period, you have the right to cancel this policy and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this policy. To cancel your policy, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your policy or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]

[]

Secretary

[]

President

Key features of your Flexible Premium Variable Universal Life Insurance policy

- Adjustable death benefit
- Flexible premiums payable during the insured's lifetime
- Premiums can be allocated to the fixed-rate account and/or to our investment accounts
- **Policy value, death benefit and length of coverage can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance**
- **The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this policy**
- Pays death benefit proceeds when the person insured by the policy dies
- Can be cashed in for its cash surrender value
- Non-Participating policy. This policy does not pay dividends
- Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable

About your contract

Your contract with us includes your application, this policy and any riders or endorsements that are attached to it. It also includes applications that are attached for any later changes you made to the policy.

We've assumed that all statements you made in your applications are true to the best of your knowledge and belief. We relied on these statements when we issued this policy. These statements in the absence of fraud are representations only — they're not warranties. We'll only use these statements to cancel this policy or contest a claim if you made a material misrepresentation in your application.

Only our President, Vice President or Secretary may change the terms of this policy or waive any of our rights or requirements under it.

You'll find the detailed terms of your policy in sections 2 and 3 of this document followed by the terms of any riders you've added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance policy. Please read it carefully and keep it in a safe place. We've divided it into three main sections.

Section 1 — A summary of your policy

This section is a brief summary of your policy. It tells you your policy's key values, benefits and charges, and reminds you of the choices you made on your application.

Section 2 — How your policy works

This section describes how the main benefits and features of your policy work. It also explains the changes you can make to your policy and other things you can do under it.

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[RidersAttached
 Waiver of monthly charges rider]

[Endorsements addedAttached
 Aviation limitation endorsement
 Level Cost of Insurance Endorsement]

Section 1 — A summary of your policy

Policy information Policy owner [JOHN DOE]
 Plan Flexible Premium Variable Universal Life Insurance
 Policy number [123456789]
 Minimum face amount \$[100,000.00]

Person insured by the policy [JOHN DOE]
 Issue age [35]
 Gender [MALE]
 Underwriting class [PREFERRED PLUS NON TOBACCO]

Issue date [01/01/2009]
 Policy date [01/01/2009]
 Monthly charge date [1]

Policy benefits Initial face amount \$[250,000.00]
 Death benefit option [A - Level]

You can increase or decrease the face amount while your policy is in force. We'll pay the death benefit proceeds to your beneficiary(ies) when the person insured by this policy dies. You can have the proceeds paid in a lump sum or you can choose one of our other payment methods.

If the person insured by this policy has a terminal illness, you can apply to get all or part of the death benefit early.

[Riders [and endorsements] you've added] [You've chosen to add the following rider [s] [and endorsement (s)] to your policy:]

[Level Cost of Insurance Endorsement
 Endorsement Issue Date 01/01/2009
 Expiration Date 12/31/2018
 Initial Monthly Level Cost of Insurance Premium \$84.66]
 Refer to the Specifications Page attached to your Endorsement for the
 Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk

[Waiver of monthly charges rider
 Rider Issue Date 01/01/2009
 Disability must begin before 01/01/2039
 Initial waiver of monthly charges factor :

Age	Factor	Age	Factor	Age	Factor	Age	Factor
35	4.69137720%	47	7.45895504%	59	12.57684160%		
36	4.84213554%	48	7.79113037%	60	13.13633189%		
37	4.99810491%	49	7.79113037%	61	13.72088561%		
38	5.15944140%	50	8.50086248%	62	14.33101414%		
39	5.32768589%	51	8.87791401%	63	14.96906940%		
40	5.49958844%	52	9.27313520%	64	15.63492865%		
41	5.74425237%	53	9.68582290%				
42	6.00071690%	54	10.11678420%				
43	6.26772841%	55	10.56692813%				
44	6.54554384%	56	11.03692586%				
45	6.83725801%	57	11.52832588%				
46	7.14140862%	58	12.04087722%				

About your premium payments

Minimum first premium \$[50.00]
Planned premium \$[1,500.00]
Frequency of your planned premium [ANNUAL]

Tax test [GUIDELINE PREMIUM TEST]
Initial Guideline Level Premium \$2,493.14
Initial Guideline Single Premium \$26,361.28]

You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your application. You don't have to pay your planned premiums, but if you don't, your policy may lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it's due.

Even if you pay all of your planned premiums, your policy may still lapse and your coverage may end if the cash surrender value is less than the deduction for the monthly charge when it's due. We'll give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you don't pay it before the end of the grace period, your policy will lapse.

The amount of coverage, and the length of time that your policy remains in force, depends on:

- the amount and timing of your premium payments,
- whether you change the face amount or your death benefit option,
- the withdrawals you take or loans you make,
- the investment performance of the investment accounts,
- the amount of the monthly charges and premium tax charges,
- the interest rates on the fixed-rate account and loan account, or
- whether you change rider benefits.

How your premium payments are allocated

We deduct a premium tax charge from each premium payment you make, and then allocate your *net premium* to the investment options you choose.

We allocate your first net premium payment — and all premium payments you make during the right to cancel period — to the money market account.

Within five days after the end of the right to cancel period, we'll allocate policy value in the money market account to the investment accounts you chose in your most recent allocation instructions.

We'll allocate any premium payments you make after the right to cancel period to the investment options you selected, from your most recent allocation instructions, unless you tell us otherwise. You can transfer among investment options within the limits described in this policy. You may also change your allocations within the limits described in this policy.

Policy value

The value of your policy can change daily. We calculate it by adding the total amount allocated to the investment accounts, the fixed-rate account and the loan account.

Policy value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you've chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you've borrowed or withdrawn from the policy and the level of policy and rider benefits.

The investment options**Fixed-rate account**

The guaranteed minimum interest rate on the fixed-rate account is 3% per year, compounded annually. We may choose to set a higher rate for this account. The rate may be different from the interest rate on the loan account.

Investment accounts

The investment accounts are those you have selected in the Supplemental Questionnaire Section of your application. These and other investment accounts are available for the policy from TIAA-CREF Life Separate Account VLI-1.

Loans, withdrawals and surrenders

Any time after the right to cancel period ends you can take out a loan from us using your policy as collateral. The maximum amount you can borrow is 90% of your policy value.

The loan interest rate is fixed at an effective annual rate of 5% per year. The loan account guaranteed effective annual interest rate is 4.35%.

You can take out all or part of your cash surrender value by making withdrawals or surrendering your policy. This policy doesn't have a minimum guaranteed cash surrender value.

Policy charges**Charges deducted from your premiums**

Premium tax charge of [%] applicable to each premium paid.

Charges deducted from your policy

We deduct a monthly charge that has three parts:

- Guaranteed maximum policy fee: [\$10.00 per month for juveniles (issue ages under 18).
\$0.00 for adults ages 18 and higher]
- Guaranteed maximum cost of insurance charge: See the table in Section 1
- Charges for the riders you've added: [See the attached riders]

Charges deducted from the separate account

We deduct mortality and expense charges daily from the policy value allocated to the investment accounts.

These charges will never be more than effective annual rates of 0.95% for Policy Years 1-20 and 0.35% for Policy Years 21 and later.

See the TIAA-CREF Life Funds prospectus for the investment advisory charges of the different portfolios.

Charges for transfers

We reserve the right to charge \$25 for each transfer after the 12th transfer in any policy year.

However, there is no charge for transfers:

- to and from the loan account,
 - under the dollar cost averaging program,
 - under the automatic account rebalancing program, or
 - from the money market account to the investment accounts when we're transferring amounts we've been holding in the money market account during the right to cancel period.
-

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial face amount, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. You'll find more about the monthly cost of insurance charge in Section 2.

POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE		POLICY YEAR	GUARANTEED MAXIMUM MONTHLY RATE
[1	0.093333		30	1.225000		59	19.940000
2	0.097500		31	1.352500		60	21.402500
3	0.103333		32	1.481667		61	22.850833
4	0.110833		33	1.616667		62	24.265000
5	0.117500		34	1.759167		63	25.771667
6	0.126667		35	1.919167		64	27.378333
7	0.137500		36	2.105833		65	29.092500
8	0.150833		37	2.332500		66	30.730000
9	0.166667		38	2.597500		67	32.182500
10	0.184167		39	2.876667		68	33.727500
11	0.203333		40	3.176667		69	35.370000
12	0.222500		41	3.503333		70	37.105833
13	0.238333		42	3.871667		71	38.934167
14	0.250833		43	4.300000		72	40.875000
15	0.266667		44	4.797500		73	42.934167
16	0.287500		45	5.355000		74	45.119167
17	0.314167		46	5.976667		75	47.435000
18	0.346667		47	6.652500		76	49.887500
19	0.384167		48	7.368333		77	52.485833
20	0.431667		49	8.150000		78	55.235833
21	0.485000		50	9.019167		79	58.145833
22	0.540000		51	9.985833		80	61.220833
23	0.593333		52	11.049167		81	64.469167
24	0.646667		53	12.198333		82	67.896667
25	0.709167		54	13.420000		83	71.510833
26	0.785000		55	14.701667		84	75.316667
27	0.877500		56	15.978333		85	79.305833
28	0.985000		57	17.235000		86	83.333333]
29	1.102500		58	18.551667			

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page 15).

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
1	250%		30	122%		59	102%
2	250%		31	120%		60	101%
3	250%		32	119%		61	100%
4	250%		33	118%		62	100%
5	250%		34	117%		63	100%
6	250%		35	116%		64	100%
7	243%		36	115%		65	100%
8	236%		37	113%		66	101%
9	229%		38	111%		67	101%
10	222%		39	109%		68	101%
11	215%		40	107%		69	101%
12	209%		41	105%		70	101%
13	203%		42	105%		71	101%
14	197%		43	105%		72	101%
15	191%		44	105%		73	101%
16	185%		45	105%		74	101%
17	178%		46	105%		75	101%
18	171%		47	105%		76	101%
19	164%		48	105%		77	101%
20	157%		49	105%		78	101%
21	150%		50	105%		79	101%
22	146%		51	105%		80	101%
23	142%		52	105%		81	101%
24	138%		53	105%		82	101%
25	134%		54	105%		83	101%
26	130%		55	105%		84	101%
27	128%		56	105%		85	101%
28	126%		57	104%		86	101%]
29	124%		58	103%			

[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the policy year, and the issue age, gender and underwriting class of the person insured by the policy. The net single premium may also be affected by any riders you've added to this policy.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	208.09		30	531.10		59	895.40
2	215.51		31	545.36		60	903.33
3	223.20		32	559.71		61	911.68
4	231.15		33	574.18		62	921.05
5	239.36		34	588.78		63	932.44
6	247.85		35	603.54		64	947.29
7	256.60		36	618.44		65	968.21
8	265.62		37	633.41		66	990.10
9	274.89		38	648.35		67	990.10
10	284.42		39	663.16		68	990.10
11	294.19		40	677.88		69	990.10
12	304.21		41	692.52		70	990.10
13	314.50		42	707.07		71	990.10
14	325.09		43	721.49		72	990.10
15	336.04		44	735.69		73	990.10
16	347.33		45	749.55		74	990.10
17	358.94		46	763.03		75	990.10
18	370.85		47	776.07		76	990.10
19	383.04		48	788.65		77	990.10
20	395.48		49	800.83		78	990.10
21	408.13		50	812.59		79	990.10
22	420.97		51	823.88		80	990.10
23	434.01		52	834.64		81	990.10
24	447.29		53	844.82		82	990.10
25	460.85		54	854.39		83	990.10
26	474.64		55	863.36		84	990.10
27	488.62		56	871.76		85	990.10
28	502.72		57	879.77		86	990.10]
29	516.89		58	887.61			

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Section 2 — How your policy works

Policy ownership and beneficiaries

This section of your policy tells you about owners, beneficiaries and exchanges.

Who owns your policy

The owner is the person or people named in the application who make the decisions about the policy and its benefits while the person insured by the policy is living. The owner of this policy appears in Section 1. If you didn't name an owner on your application, the person insured by the policy is the owner.

Your rights as a policy owner

As the policy owner, you have the following rights:

- to transfer ownership or assign the policy,
- to change the beneficiary(ies),
- to receive benefits and choose payment methods for them,
- to change the amount or timing of premiums,
- to change the death benefit option,
- to change the face amount,
- to reinstate the policy if it lapses,
- to take out a loan, make a withdrawal or surrender the policy,
- to change premium allocations and make transfers among investment options, or
- to change riders.

If you've named an irrevocable beneficiary, you'll need his or her permission to make all of these decisions, except to change the amount or timing of premiums, reinstate the policy if it lapses, change premium allocations and make transfers among investment options.

If this policy has more than one owner and one of you dies, the surviving owner will hold all rights under the policy. If the last surviving owner dies, his or her estate will own the policy, unless you give us your written instructions to the contrary.

Transferring ownership

You can transfer ownership of this policy by submitting your request to us in writing. If you transfer absolute ownership of the policy, you'll no longer have any ownership rights. The new owner will have all the rights under the policy.

The change of ownership will be effective on the day you complete your written request, even if the person insured by the policy is no longer living when we receive your request. The change won't apply to any payments or actions we've taken on or before the day we receive your request.

Assigning the policy

You can assign your policy in two ways:

- A *collateral* assignment doesn't change the ownership of the policy, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the policy to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We're not responsible for the validity of any assignment.

About your beneficiaries

The beneficiary(ies) is (are) the person or people you named in your application, or in a written form subsequent to the submission of your application, to receive the death benefit proceeds when the person insured by the policy dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you've named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you've named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the death benefit proceeds are payable or if you haven't named a beneficiary, you as the policy owner will receive the proceeds. If you're no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries while the person insured by the policy is living by sending us your signed and dated request. The consent of any irrevocable beneficiary is required to exercise your right to change the beneficiary. If we accept the change, it will be effective on the date you complete the change request, even if the person insured by the policy is no longer living when we receive your request. The change won't apply to any payment or action we've taken on or before the day we receive your request.
- If you change your beneficiary and you've chosen a monthly payment method for the death benefit proceeds or cash surrender value, we'll cancel that payment method and you'll have to choose a payment method again. You'll find more about monthly payment methods in *Payment methods for the death benefit proceeds and cash surrender value*.

The death benefit

The amount of your policy's death benefit depends on the death benefit option you chose on your application. We offer three options under this policy. The option you chose appears in Section 1.

- Option A — the death benefit will be the same as your policy's face amount. This is known as a *level* death benefit.
- Option B — the death benefit will equal your policy's face amount plus your policy value. This is known as an *increasing* death benefit.
- Option C — the death benefit will equal your policy's face amount plus all premiums credited to the policy since the policy issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You'll find more about the minimum death benefit later in this section. When the person insured by the policy reaches age 121, the death benefit for any of the options will be the same as your policy value.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your policy's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries when we receive due proof of the death of the person insured by the policy. Here's what you need to know:

- The person must have died while the policy is in force.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you don't choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If the person insured by the policy commits suicide within two years of this policy's issue date, we'll pay you only the premiums you've paid, less any outstanding loan amount and withdrawals you've made. You'll find more about this in *If the person insured by the policy commits suicide*.

Understanding the minimum death benefit

For your policy to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You'll find the test for your policy in Section 1. This test can't be changed once we've issued your policy.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your policy value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your policy value multiplied by a death benefit factor. You'll find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the person insured by the policy dies. Death benefit proceeds will equal the death benefit under the option you've chosen, minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option starting at anytime on or after your first policy anniversary while your policy is in force. Here's how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We'll make the change before we deduct the monthly charge.
- We won't allow a change if the monthly charges are being waived under a waiver of monthly charges rider.
- We will not allow any change in death benefit option that prevents the policy from qualifying as life insurance under federal tax law.
- We may restrict any changes from or to Option C.
- If your tax test is the cash value accumulation test, no change to Option C will be allowed.
- If a change in death benefit option would cause your policy to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We'll send you a policy endorsement after we make the change.

Changing from Option A to Option B or Option C

Here's what you need to know about changing from Option A to Option B or Option C:

- The person insured by the policy must be living and you must give evidence of insurability satisfactory to us.
- After the change, the face amount can't be less than the minimum face amount shown in Section 1.
- We'll decrease the face amount by the policy value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We'll decrease the face amount on the effective date of the change. To do this, we'll first reduce any increases in the face amount you've asked us for, starting with the most recent. Then we'll reduce the initial face amount.

Changing from Option B or Option C to Option A

Here's what you need to know about changing from Option B or Option C to Option A:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We'll increase the face amount by the policy value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We'll increase the face amount on the effective date of the change. The underwriting class for the increase will be the same as it is for the most recent increase that you requested. If you haven't requested an increase, it will be the same as it is for the initial face amount.

Changing from Option B to Option C or from Option C to Option B

Here's what you need to know about changing from Option B to Option C or from Option C to Option B:

- The person insured by the policy must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We'll adjust the face amount by the policy value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the face amount. A change from Option C to Option B will subtract this adjustment from the face amount.
- We'll adjust the face amount on the effective date of the change. The underwriting class for any increase will be the same as it is for the most recent increase that you requested. If you haven't requested an increase, it will be the same as it is for the initial face amount.
- Any decrease in the face amount will also be on the effective date of the change. To do this, we'll first reduce any increases in the face amount you've asked us for, starting with the most recent. Then we'll reduce the initial face amount.

Changing the face amount

Your policy's initial face amount is the amount of insurance coverage on the issue date. You'll find the initial face amount in Section 1.

The face amount may change if any of the following happens:

- you ask us to increase or decrease it,
- you change your death benefit option,
- you make any withdrawals, or
- you accelerate your death benefit.

You can ask us to increase or decrease the face amount at any time starting on your first policy anniversary. You must send us your written request while your policy is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we've approved the change, we'll send you a policy endorsement showing your new face amount.

Increasing the face amount

Here's what you need to know about increasing the face amount:

- The person insured by the policy must be living and must not have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting class and cost of insurance rates.
- We'll apply the tax test shown in Section 1 to any increase in the face amount to make sure your policy still qualifies as life insurance under federal tax law.
- You can't increase the face amount if the monthly charges are being waived under a waiver of monthly charges rider.
- We reserve the right to limit increases in the face amount to one increase in any 12-month period.

Decreasing the face amount

Here's what you need to know about decreasing the face amount:

- The person insured by the policy must be living on the date we receive your request.
- Each decrease you request must be at least \$25,000.
- The face amount after the decrease must not be less than the minimum face amount for this policy.
- To apply the decrease, we'll first reduce any increases in the face amount you've asked for, starting with the most recent. Then we'll reduce the initial face amount.
- We will not allow any decrease in face amount that prevents the policy from qualifying as life insurance under federal tax law.
- If a decrease in face amount would cause your policy to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.

Getting your death benefit early

If the person insured by your policy is diagnosed with a terminal illness, you can apply to get part or all of your policy's death benefit early. This is called *accelerating your death benefit*. You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we'll make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we'll deduct the following from the death benefit amount you've asked for before making a payment:

- one year of interest equal to the yield on a 90-day Treasury bill on the date we approve your application,
- an administrative expense charge of up to \$200,
- any unpaid amounts due within your policy's grace period on the date we approve your application, and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you're getting early to the total death benefit available for acceleration under your policy on the date we approve your application.

If you only get part of your death benefit early, the rest of your policy's death benefit will remain in place. We'll continue to deduct monthly charges from your policy value, unless your monthly charges are waived under a waiver of monthly charges rider.

How to apply to get your death benefit early

Here's how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the person insured by the policy has a terminal illness and 12 months or less to live. The terminal illness can't be caused by intentionally self-inflicted injuries.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you've assigned the policy before we can make a payment.
- If you're applying to get all of your death benefit early, send this policy and any riders you've added with your application. If you're only applying for part of the death benefit, we'll send you a policy endorsement once we approve your application.
- The person insured by the policy must be living and your policy must be in force when we approve your application. If that person dies before we make the payment to you, we'll pay the death benefit proceeds to your beneficiary.
- We won't approve your application if you're applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your policy

If you choose to get all of your death benefit early, your policy will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we'll reduce your face amount, policy value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit that was available for acceleration on the date we approved your application.

When we reduce your face amount, we'll first reduce any increases in the face amount you asked for, starting with the most recent. Then we'll reduce the initial face amount. We'll reduce the policy value proportionately from all of your investment options on the date we approve your application.

Getting the death benefit early won't affect our rights to contest your policy. You'll find more about this in *Contesting the validity of your policy*.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from this policy's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in face amount for which evidence of insurability had been provided, or a change in death benefit options, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

We'll provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this policy's death benefit, if any, and any remaining face amount, policy value or outstanding loan amount.

All about premiums

Your policy gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and Limits on the premium payments you can make. We deduct a premium tax charge from each premium payment, and then allocate your net premium to the investment options you've chosen on the business day we receive your payment. You'll find more about when our current charges may change in *Changing our charges*.

Making premium payments

You'll find your minimum first premium payment in Section 1. It was due on your policy's issue date. Your insurance coverage started when you paid this premium and we issued your policy.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here's how it works:

- You'll find the amount and frequency of your planned premium in Section 1. You chose these on your application.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We'll send you a notice to remind you of your planned premium payment. We won't send a notice if you've chosen to make scheduled electronic payments. You're not required to make planned premium payments, but if you miss a payment, your policy may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your policy could still lapse if its cash surrender value isn't enough to cover your monthly charges. You'll find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time.
- We reserve the right to limit total premium payments allocated to the fixed-rate account to \$500,000 within a policy year.
- While this policy is in force, we'll accept premium payments while the person insured by the policy is living or until he or she reaches age 121.
- We'll treat any payment you make during the life of your policy as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your policy will stay in force until the insured's age 121.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your policy's tax test is the guideline premium test, we'll refuse to accept all or part of a premium payment if, by accepting it, your policy would no longer qualify as life insurance under federal tax law. You'll find the tax test for this policy in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We'll accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your policy to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it doesn't receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we'll send it no later than 60 days after the end of the policy year in which you paid the premium. We won't return a premium payment if it would cause your policy to lapse. You'll find more about lapsing in *Lapsing and reinstatement*.

Allocating your premiums

We'll allocate your net premium payments, other than those received during the right to cancel period, on the business day we receive them to the investment options you chose in your most recent allocation instructions.

You can write to us at any time to change your allocation instructions. Your allocation percentages must be in whole numbers and add up to 100%. We'll apply your new instructions to all net premiums we receive starting on the business day we receive your request.

Your investment options

We put your premium payments in our general and separate accounts. We own the assets in our accounts and allocate your net premiums to the investment options you've chosen.

You can choose to allocate your premiums to the fixed-rate account or to a number of investment accounts. Amounts allocated to the fixed-rate account are held in our general account. Amounts allocated to the investment accounts are held in our separate account.

The fixed-rate account

You can choose to allocate any or all of your premium payments to the fixed-rate account. Or you can transfer policy value from the investment accounts to the fixed-rate account. You'll find more about making transfers in Transferring among investment options.

The policy value in the fixed-rate account earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed-rate account may be different than the interest rate on the loan account.

Turn to Your policy value for more about how we calculate policy value in the fixed-rate account.

The investment accounts

Each portfolio is managed by an investment advisor registered under the Investment Advisors Act of 1940. You'll find more about the portfolios in the TIAA-CREF Life Funds prospectus.

About units

When you allocate, transfer or add an amount to an investment account, we use that amount to buy *units*.

Similarly, when you transfer, withdraw or surrender an amount from an investment account, we redeem and cancel units in that investment account. We calculate the number of units we buy or redeem by dividing the amount of the transaction by the *unit value* of the investment account at the end of the business day on which we process the transaction.

We calculate how much of your policy value is in an investment account by multiplying the number of units you hold in that account by the account's unit value. Turn to *Your policy value* for more about how we calculate total policy value in the investment accounts.

About investment performance

We also use unit value to measure the investment performance of the investment accounts. We calculate the unit value for each investment account at the end of every business day by multiplying the unit value for the previous business day by the net investment factor for the current business day.

On any business day, here's how we calculate the net investment factor for an investment account:

- a) we take the net asset value per share of the corresponding portfolio of the investment account at the end of the day. This amount doesn't include any transactions made by policyholders or any monthly charges we've deducted or benefits we've paid during that day.
- b) we add to a) the per share amount of any dividends or capital gains distributed by the portfolio that day less any amount paid or reserved for the tax liability associated with operating the account since the previous business day.
- c) we then divide the sum of a) and b) by the net asset value per share of the corresponding portfolio of the investment account at the end of the previous business day. This amount includes any transactions made by policyholders or any monthly charges we've deducted or benefits we've paid during that day.
- d) finally, we subtract from the amount calculated in c) the daily mortality and expense risk charge and the daily investment advisory expense charge. You'll find the guaranteed maximum mortality and expense risk charge in Section 1. You'll find more about the investment advisory expense charge in the TIAA-CREF Life Funds prospectus.

If the daily mortality and expense risk charge changes, the units and unit values will be adjusted to reflect such change. In no event will the mortality and expense risk charge be more than the guaranteed maximum rate shown in Section 1. Unit values on any non-business day are determined using the unit value as of the most recent business day.

Transferring among investment options

You can make transfers among the investment accounts and the fixed-rate account. Transfers will normally be effective at the end of the business day we receive your request.

Here is what you need to know about making transfers.

- The minimum amount for a transfer is \$250 or the total value of the investment option you are transferring from, whichever is less. Your transfer allocations must be in whole dollar amounts or full percentages.
- The total amount of transfers in any policy year from the fixed-rate account may not exceed the greater of: 25% of the current balance in the fixed-rate account or the amount transferred from the fixed-rate account in the immediately preceding policy year.
- We won't charge you for the first 12 transfers you make in any policy year. We reserve the right to charge you \$25 for any transfer after the 12th transfer. We won't charge you for the transfers described in Section 1.
- We'll deduct the transfer charge, if there is one, from the investment option to which you are transferring.
- If you're transferring to more than one investment option at a time, we'll deduct the charge, if applicable, from all your targeted investment options in proportion to the amount transferred into each option.
- We reserve the right to allow you to make only one transfer from each investment option within any 90-day period.
- If you don't have enough policy value in an account to cover a transfer, we'll transfer the remaining amount in the account into the account to which you are transferring. If you are transferring to more than one account, we will transfer the remaining amount in the account into the accounts to which you are transferring in proportion to your transfer instructions.

Dollar cost averaging transfer program

Our dollar cost averaging program allows you to make scheduled transfers from the fixed-rate account or a money market account (source account) to the investment accounts. Here's how the program works:

- You must authorize us to start the program.
- You choose the dollar amount of each transfer, but the amount must be at least \$100.
- You decide how many scheduled transfers to make. However, we may require a minimum number of transfers for this program. If you don't choose a number, transfers will be made until there is no policy value remaining in the source account.
- The first transfer will be made on the first monthly charge date after: a) the right to cancel period has ended; or b) we receive your request to start the program, whichever is later. When the monthly charge date falls on a day that is not a business day, we'll transfer into the investment accounts using the unit values as of the immediately preceding business day.
- You choose whether transfers will be made monthly or quarterly. If you don't select a timing, we will make monthly transfers.
- You decide how the transfers will be allocated into the investment accounts.
- We won't charge you for any transfers made under this program.
- Dollar cost averaging is not available if the automatic account rebalancing program is in effect.
- We reserve the right to allow you to start only one dollar cost averaging program in any policy year.
- We reserve the right to discontinue the dollar cost averaging program. We will give you at least 30 days advanced notice if we discontinue the program.

We'll keep making transfers until one of the following happens:

- you authorize us to cancel the program,
- you don't have enough policy value in the source account to cover a transfer. If this happens, we'll automatically transfer the remaining amount in the source account into the investment accounts you chose in your most recent dollar cost averaging transfer allocation instructions, or
- we've made the number of transfers you've asked us to make.

Automatic account rebalancing program

Our automatic account rebalancing programs allows you to maintain your specified allocation mix among the fixed-rate and investment account options. Here's how the program works:

- You authorize us to start the program.
- You choose whether to readjust your account allocations on a monthly, quarterly, semi-annual, or annual basis.
- We will automatically make the necessary transfers to maintain your specified allocation under the program.
- We won't charge you for any transfers made under this program.
- Automatic account rebalancing is not available if the dollar cost averaging program is in effect.

We'll keep making account reallocations until you tell us in a form satisfactory to us to cancel the program.

About the separate account

The TIAA-CREF Life separate account, VLI-1, funds the investment accounts offered under this policy. We own the assets in the VLI-1 account and keep them separate from our other separate accounts and from the general account.

We use the VLI-1 account to support the benefits for this policy and other similar policies. We must keep enough money in the VLI-1 account to cover the policy values allocated to the investment accounts under the policies funded by the account, but we can transfer any amount that's more than these liabilities to our general account.

We can't charge the assets of the VLI-1 account with any liabilities from our other business.

Similarly, the income, gains or losses, realized or unrealized, of the assets of an investment account belong to that investment account and are credited to or charged against the assets held in that investment account without regard to our other income, gains or losses. We comply with all laws and regulations that apply when we value the assets of the VLI-1 account.

If we believe it's in your best interests and it's appropriate for the purposes of this policy, we can take certain actions. We'll give you notice if it's needed, and we'll get approval from you, the SEC or any other regulatory authority when needed by law. Here's what we can do:

- deregister the VLI-1 account under securities law,
- operate the VLI-1 account in any form allowed under securities and other law,
- take any action needed to comply with, maintain or get any exemption from securities law,
- transfer any assets from an investment account into another investment account, or into other separate accounts or our general account,
- add, combine or remove investment accounts in the VLI-1 account,
- substitute a portfolio's shares held in an investment account with another class of shares issued by the portfolio, or with shares of another investment company or any other investment allowed by law,
- change the way we deduct or collect charges under the policy as long as any increase in charges is allowed under the terms of this policy,
- modify this policy as needed so that it continues to qualify as life insurance under federal tax law, or
- add to, cancel or suspend your ability to allocate net premiums or transfer policy value in any of the Investment options to any other investment options.

We reserve the right to make any other technical changes to this policy that are necessary to conform with the actions listed above.

We'll tell you if any of these actions result in a material change in the underlying portfolios of an investment account you've allocated policy value to. We'll file details of any material change with a regulatory authority if needed, and the change will be subject to any approval required.

If you object to a material change that affects an investment account to which you've allocated policy value, you can ask us to transfer that policy value into another investment option. We must receive your transfer request at our administrative office within 60 days of the postmarked date on the notice of material change we send to you. We won't charge you for this transfer.

The VLI-1 account is a separate investment account under New York state laws. It's registered as a unit investment trust with the SEC under the Investment Company Act of 1940.

The investment policy of the separate account can't be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

Loans, withdrawals and surrenders

You can get access to all or some of your policy value while your policy is in force by making partial withdrawals or surrendering your policy. You can also take out a loan from us using your policy as collateral.

About loans

You can borrow money from us any time after *your right to cancel policy* period ends while the person insured by the policy is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your policy value as collateral. You pay interest on the amount you borrow. The policy value set aside to secure your loan also earns interest. Here's how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you're borrowing from your policy value in the investment options to the loan account. If you don't tell us which investment options from which to take the loan amount, we'll transfer it from all of your investment options in proportion to the policy value you have in each option.
- The amount of policy value in the loan account earns interest. You'll find more about the loan account later in this section. You'll find more about how we calculate policy value in the loan account in *Your policy value*.
- Taking out a loan may affect your policy value because the amount set aside in the loan account will not participate in any potential earnings made possible through the investment options.
- Interest owed on the amount you've borrowed accrues daily at an annual rate set by us. You'll find more about our interest rates later in this section.
- Interest that has accrued during a policy year is due on your policy anniversary and whenever the cash surrender value isn't enough to cover the monthly charge. If you don't pay the interest when it's due, we'll add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each policy anniversary, if your outstanding loan amount is greater than your policy value in the loan account, we'll transfer the difference from the investment options to the loan account. If you don't tell us which investment options from which to take this amount, we'll transfer it from your investment options in proportion to the policy value you have in each option.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the policy value, your policy will enter the grace period. You'll find more about the grace period in *The grace period*.

How much you can borrow

The minimum amount you can borrow is \$1,000. The maximum amount you can borrow is 90% of your policy value. Throughout this policy, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan

You can repay all or part of your outstanding loan amount any time while your policy is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We won't deduct a premium tax charge from any loan payment you make.

We'll reduce your outstanding loan amount by the amount of your loan payment. We'll also transfer the amount of your loan payment from the loan account to the investment options you choose. If you don't tell us which investment options to which to make the transfer, we'll use your most recent premium allocation instructions.

If you don't repay your loan, we'll deduct your outstanding loan amount from the death benefit proceeds when the person insured by the policy dies. You'll find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your policy's first anniversary as long as the policy is in force and the person insured by the policy is living.

Here's how it works:

- We'll process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least \$1,000.
- A withdrawal can't be for more than 90% of your policy's cash surrender value.
- The amount we send you will be reduced by a \$20.00 service charge.
- If you don't tell us which investment options from which to take the withdrawal, we'll take it from all of your investment options in proportion to the policy value you have in each option.
- We reserve the right to allow you to make only one withdrawal from any one investment option within a 90-day period.
- We'll send you a policy endorsement showing you any changes in your policy's benefits and values after you've made a withdrawal.
- We will not allow any withdrawal that prevents the policy from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your policy to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the face amount

If you've chosen death benefit Option B, making a withdrawal won't reduce your policy's face amount. If you've chosen death benefit Option A or C, the face amount will be reduced by the amount withdrawn. If there are in force increases in face amount, the reduction will be allocated among the initial face amount and in force increases in face amount on a pro-rata basis.

Your face amount can never be less than the minimum face amount shown in Section 1. If a withdrawal will cause your face amount to be less than the minimum face amount, you must reduce the amount of the withdrawal or surrender the policy.

Advisory Fees

In certain situations, as agreed to between you and an investment advisor, advisory fees may be deducted each quarter from specified investment options to compensate an advisor for any management of your policy. The fees may be deducted from the fixed-rate account and/or all of the investment accounts (except the collateral loan account) in proportion to the policy value in each investment option (pro-rata) or they can be deducted from designated investment options as specified by you. These fees may be considered withdrawals from the policy for tax purposes. No charges will be assessed by us for the withdrawal of these fees and the face amount will not be reduced by the amount of these fees.

Surrendering your policy

If you surrender your policy for its cash surrender value, your insurance coverage under this policy will end. The cash surrender value is your policy value less any outstanding loan amount. We'll calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

This policy doesn't have a minimum guaranteed cash surrender value.

Your policy value

Policy value isn't guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you've chosen, the interest rates on the fixed-rate account and the loan account, policy charges, how much you've borrowed or withdrawn from the policy, and the level of policy and rider benefits.

How we calculate your policy value

Your policy value is equal to the total amount allocated to the investment accounts, the fixed-rate account and the loan account. You'll find more about the investment accounts and the fixed-rate account in *Your investment options*. You'll find more about the loan account in *Loans, withdrawals and surrenders*.

We'll adjust your policy value if we find out that you stated the age or gender of the person insured by the policy incorrectly on your application and that person is living. We'll retroactively adjust the policy value to reflect the monthly charges we should have deducted for the correct age or gender. You'll find more about this in *Monthly charges*.

Calculating policy value in the fixed-rate account

On the policy date, the policy value in the fixed-rate account equals the net premiums allocated to this account less the part of the first monthly charge deducted from this account.

To calculate total policy value in the fixed-rate account on any day, we start with the net premiums you've allocated to the account. Then we add:

- any amounts you've transferred into the account from an investment account or the loan account, and
- any interest accrued.

Finally, we subtract:

- any monthly charges deducted from the account,
- any withdrawals you've made from the account,
- any amounts transferred from the account to an investment account or the loan account,
- any fees deducted from the account for transfers, and
- any advisory fees deducted from the account.

If we're calculating the policy value in the fixed-rate account on a monthly charge date, we'll also subtract the part of that date's monthly charge that's associated with this account.

Calculating policy value in the investment accounts

On the policy date, the policy value in each investment account equals the net premiums allocated to that account less the part of the first monthly charge deducted from that account.

On any other day, the policy value in any investment account is equal to the number of units in the investment account multiplied by the unit value for that account. You'll find more about units and unit values in *Your investment options*.

To calculate the total number of units, we start with the number of units you bought on the issue date.

Then we add units of the account you bought:

- using additional net premiums, and
- through any transfers from other investment options or the loan account.

Finally, we subtract units of the account redeemed:

- to pay for monthly charges,
- to pay for withdrawals,
- through any transfers to another investment option or the loan account,
- to pay for transfer fees, and
- to pay any advisory fees.

If we're calculating the policy value in an investment account on a monthly charge date, we'll also subtract the part of that date's monthly charge that's deducted from this account.

Calculating policy value in the loan account

To calculate the total policy value in the loan account on any day, we add:

- any amounts transferred into the account, and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges

We deduct a monthly charge from your policy value on each monthly charge date. Unless you provide us with instructions to the contrary, we will make the deductions from the fixed-rate account first, and if there is no policy value in the fixed-rate account, the other investment options in proportion to the policy value you have in each option. We'll stop deducting the monthly charge when the person insured by the policy reaches age 121.

The monthly charge has three parts:

Policy fee

You'll find the guaranteed maximum policy fee in Section 1.

Cost of insurance charge

Here's how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000, and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial face amount and each increase in the face amount you've asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the policy value. The net amount at risk can never be less than zero.

When we're calculating net amount at risk, we allocate the policy value to the initial face amount and any increases in the face amount in proportion to the total face amount. If we've increased your death benefit in accordance with the *minimum death benefit*, we allocate that increase to the initial face amount and any increases in the face amount you've asked for in proportion to the total face amount.

The monthly cost of insurance rates for the net amount at risk of this policy are based on the age, gender and underwriting class of the person insured by the policy. They're also based on the policy's face amount, death benefit option and the number of years the policy has been in force.

The monthly cost of insurance rates for the initial face amount will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

If the Insured's age at issue of this contract is more than 17 and while the Insured's age at last birthday is no more than 75, you have the right to add at issue or after issue (including renewal) an endorsement that will provide for level cost of insurance rates for a fixed period of time. The period of time may be limited by the age at issue. The addition or renewal of the endorsement will be subject to the then current evidence of insurability requirements satisfactory to us.

Charges for optional riders

If you've added any riders to your policy, we add any charges for them to your monthly charge. You'll find more in *Riders you've added*.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates, mortality and expense risk charges, premium tax charges and policy fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rate and the other rates and charges will never be greater than the respective guaranteed maximums. We'll make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this policy.

Changes we make to rates and charges will be the same for all policies that have the same face amount, death benefit option and policy year, and where the people insured by the policies have the same issue age, gender and underwriting class. Changes will first apply on the next monthly charge date.

We'll calculate changes in policy cost factors prospectively. We'll review interest rates at least once a year. We'll review all other charges at least once every five years.

We won't change our charges more than once a month. We won't change our charges because of a change in the health or job of the person insured by this policy. We also won't change our charges to recoup any prior losses.

Lapsing and reinstatement

If your policy's cash surrender value is less than the monthly charge on the date it's due, your policy may lapse, which means you'll no longer have any insurance coverage. If your policy is in danger of lapsing, we'll give you a grace period to pay the premium needed. If your policy lapses, you have three years from the end of the grace period to apply for reinstatement. You can't reinstate your policy if you surrender it.

About lapsing

Generally, if your policy's cash surrender value isn't enough to cover the monthly charge on the date it's deducted, your policy may lapse.

We'll tell you the minimum payment you have to make in order to keep your policy in force. You'll be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions. We'll send a lapse notice to you, any third party designated by you, and to anyone you've assigned your policy to, at the most recent addresses we have in our records.

The grace period

We'll give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you. When the cash surrender value is insufficient to cover the monthly charge, we will transfer any remaining policy value in the investment options into a special holding account that does not earn interest.

If we don't receive the minimum payment within the grace period, your policy will lapse with no value. If your policy lapses at the end of the grace period, we'll return any payments you made to us during the grace period. We'll always give you at least 15 days, but no more than 45 days written notice prior to having your policy lapse at the end of the 61-day grace period described above. We'll send a notice to you, and to anyone to whom you've assigned your policy to, at the most recent addresses we have in our records.

Reinstating your policy

If your policy lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the policy only, excluding any riders.

We'll approve the reinstatement of your policy if you send us the following:

- an application provided by us,
- evidence of insurability satisfactory to us, and
- payment of:
 - any outstanding loan amount as of the date the policy lapsed, or reinstatement of that amount,
 - all unpaid monthly charges as of the date the policy lapsed, plus interest at an annual effective rate of 6% from the date the policy lapsed to the date we reinstate it, and
 - a premium that is enough to cover three current monthly charge deductions.

We'll reinstate your policy on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your policy, the policy value will increase by the amount you paid to reinstate it, less:

- any loan payment,
- any unpaid monthly charges with interest, and
- any premium tax charge.

If we reinstate your policy on a monthly charge date, we'll also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the policy. You'll find more about the cash surrender value in *Surrendering your policy*.

Other things to know about your policy

Entire contract

The entire contract consists of this policy; any attached additional benefit riders, endorsements, original application and any subsequent application(s) for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements made in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it's a material misrepresentation contained in the application(s).

Only the President, Vice President or Secretary of TIAA-CREF Life Insurance Company may modify the provisions of this policy or waive any of our rights or requirements under it.

Statements and reports we'll send you

We'll send you an annual statement. We may send you other periodic statements. The statements will give you information about your policy, including:

- death benefit proceeds,
- face amount,
- current interest rates for the fixed-rate account and loan account,
- policy value,
- cash surrender value,
- any outstanding loan amount,
- premium payments you've made,
- premium tax charges we've deducted,
- monthly charges we've deducted, and
- any other information that's needed by law in the state where we delivered this policy.

We'll also send you confirmations as required by the Securities and Exchange Commission when you pay premiums, transfer between investment options, and perform most other transactions.

Illustrations

Starting on your first policy anniversary, you can ask us to send you an illustration showing hypothetical projections of your policy value and death benefit. We reserve the right to limit the number of illustrations to no more than one per policy year.

Communicating with us

You should send all payments, and any correspondence to us, to our administrative office. You'll find the address on the front cover of this policy. You should always include your policy number, your full name and current address, and the full name of the person insured by the policy.

When we process payments

We send out all payments from our administrative office. You'll find the address on the front cover of this policy.

We may delay making any withdrawals, loans, transfers and surrenders from the investment accounts or applying any premium payments to the investment accounts under unusual circumstances; for example, if:

- the New York Stock Exchange closes on a day other than a regular holiday or weekend,
- the SEC determines that trading on the New York Stock Exchange is restricted or that an emergency exists, or
- the corresponding portfolio of an investment account lawfully suspends payment or redemption of its shares.

We may delay payments of withdrawals, loans, transfers and surrenders from the fixed-rate account for up to six months. We won't delay a payment if it needs to be used as a premium payment for any policy you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds. We may delay payments of death benefit proceeds from the fixed-rate account for up to thirty days.

We pay interest at an annual rate of 8% from the date of the insured's death to the date death benefit proceeds are paid if we delay payment of death benefit proceeds.

All payments we make to you under this policy are exempt from the claims of any creditors, to the extent allowed by law. You can't assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If we find out that you stated the age or gender of the person insured by the policy incorrectly on your application, we'll adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders, the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your policy

This policy will be incontestable after it has been in force during the insured's lifetime for two years from its issue date.

The amount of any increase in the death benefit due to a death benefit option change will be incontestable after such change has been in force during the insured's lifetime for two years from the date the change takes effect. If the face amount has been increased subject to evidence of insurability, such increase will be incontestable after it has been in force during the insured's lifetime for two years from the date the increase takes effect. If we successfully contest a death benefit option change or an increase in face amount subject to evidence of insurability, the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is reinstated, statements made in the reinstatement application will be incontestable after this policy has been in force during the insured's lifetime for two years from the reinstatement date.

If this policy is issued as a result of a conversion option from term insurance issued by us, the contestable period will be measured from the issue date of the term policy.

The contestable period of any additional benefit rider attached to this policy is stated in the rider.

If the person insured by the policy commits suicide

In the event of the suicide of the insured, while sane or insane, within two years from this policy's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of the insured, while sane or insane, within two years from the effective date of any increase in face amount for which evidence of insurability had been provided, or within two years from the effective date of a death benefit option change, our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your policy value any additional cost of insurance, policy unit, and rider charges associated with such increase or change.

If this policy is issued as a result of a conversion option from term insurance, the suicide period will be measured from the issue date of the term policy.

The suicide exclusion of any additional benefit rider attached to this policy is stated in the rider.

Policy calculations

The values under this policy comply with the laws of the state where we delivered this policy. We've filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the age as of last birthday, gender, and if applicable, the tobacco use status of the person insured by the policy. We use an annual interest rate of 4%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates, taking into account the number of policy years and the issue age, gender and underwriting class of the person insured by the policy. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This policy is a non-participating policy and does not pay dividends.

Section 3 — Some definitions

administrative office

the office you must contact to exercise any of your rights under the policy. You should send all payments and requests to:

TIAA-CREF Life Insurance Company,
[P.O. Box XXX,
Atlanta, GA 31139],
[1 877 694 0305]

age

a person's age on the policy date (the issue age shown in Section 1), plus the number of full policy years completed since the policy date. We increase "age" by one year on each policy anniversary.

business day

any day that the New York Stock Exchange or its successor is open for trading. It usually ends at 4:00 pm Eastern Time or when trading closes on the New York Stock Exchange or its successor, whichever is earlier. If we receive your payment or request after the end of a business day, we'll process it as of the end of the next business day.

cash surrender value

your policy value less any outstanding loan amount.

death benefit proceeds

the amount we pay to your beneficiaries when we receive due proof of the death of the person insured by the policy. The amount equals the death benefit under the death benefit option you've chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you've chosen (the initial face amount in Section 1), plus any in force increases in face amount, less any decreases in face amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed-rate account

an investment option supported by our general account. The policy value allocated to this account earns interest at a rate no less than the guaranteed minimum rate of interest, shown in Section 1.

general account

the account containing all of our assets other than those in the separate account.

in force

when our obligations under the policy begin once we receive your first premium payment and issue this policy. Your policy will be in force until the person insured by the policy dies, the grace period expires and your policy lapses, or you surrender or exchange your policy.

initial face amount

the face amount on the issue date, shown in Section 1.

investment account

an investment option that invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds. Each investment account is a subaccount of the separate account, VLI-1.

investment options

the options you can choose from when you're allocating net premiums under this policy. The investment options for this policy are the investment accounts and the fixed-rate account.

issue age

the age, shown in Section 1, of the person insured by the policy on the policy date.

issue date

the day, shown in Section 1, that we issued this policy at our administrative office. We measure the suicide and contestability periods from the issue date.

licensed physician

an individual licensed to practice medicine in the state in which this policy is delivered and who is acting within the scope of such license. A licensed physician does not include you, the person insured by the policy, or a person who lives with you or the person insured by the policy.

loan account

an account within our general account to which we transfer policy value from the investment options as collateral when you take out a policy loan. The policy value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance policy that's defined in Section 7702A of the Internal Revenue Code. It doesn't receive the same tax advantages as other life insurance policies.

monthly charge date

the day we deduct the monthly charge from your policy value. It's the same date of each calendar month as the policy date or it's the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this policy and any riders you've added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then, from this amount, we subtract the policy value, before we deduct the cost of insurance charge.

net premium

any premium payment, less a premium tax charge, that we allocate to an investment option.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

policy anniversary

the same date of each calendar year as the policy date shown in Section 1.

policy date

the effective date of this policy shown in Section 1. Policy months, policy years and policy anniversaries are measured from the policy date.

policy value

the total amount in the investment accounts, the fixed-rate account and the loan account.

policy year

a year that starts on the policy date or on a policy anniversary.

portfolio

an investment portfolio of the TIAA-CREF Life Funds or other externally managed funds that has its own investment objective, strategy and risk.

premium tax charge

a charge from each premium payment to reimburse us for state premium tax costs. This premium tax charge is based on the state of issue and will remain fixed throughout the life of your policy.

SEC

Securities and Exchange Commission.

securities law

the Investment Company Act of 1940.

separate account

the TIAA-CREF Life separate account, VLI-1. It's divided into investment accounts, each of which invests in shares of a corresponding portfolio of the TIAA-CREF Life Funds or other externally managed funds.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your policy's minimum death benefit and the maximum amount of premium you can pay. Once we issue your policy, the tax test can't be changed.

underwriting class

a class we assign to the person insured by the policy and use to calculate cost of insurance charges. Classes are based on health, whether or not the person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

unit

a measure used to calculate the amount of policy value in any investment account.

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Key features of your Flexible Premium Variable Universal Life Insurance policy

- Adjustable death benefit
- Flexible premiums payable during the insured's lifetime
- Premiums can be allocated to the fixed-rate account and/or to our investment accounts
- **Policy value, death benefit and length of coverage can be variable or fixed according to the provisions of this policy and may increase or decrease depending on investment performance**
- **The minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this policy**
- Pays death benefit proceeds when the person insured by the policy dies
- Can be cashed in for its cash surrender value
- Non-Participating policy. This policy does not pay dividends
- Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable