

SERFF Tracking Number: FRCS-125791686 State: Arkansas
 Filing Company: Industrial Alliance Pacific Insurance and Financial Services Inc. State Tracking Number: 40103
 Company Tracking Number: 4884
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Secure Life
 Project Name/Number: IAPINS/62/62

Filing at a Glance

Company: Industrial Alliance Pacific Insurance and Financial Services Inc.

Product Name: Secure Life SERFF Tr Num: FRCS-125791686 State: ArkansasLH
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 40103
 Adjustable Life
 Sub-TOI: L09I.001 Single Life Co Tr Num: 4884 State Status: Approved-Closed
 Filing Type: Form Co Status: None Reviewer(s): Linda Bird
 Authors: Exselsa Cartwright, Disposition Date: 09/03/2008
 Johnna Kemp
 Date Submitted: 08/28/2008 Disposition Status: Approved
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: IAPINS/62 Status of Filing in Domicile: Authorized
 Project Number: 62 Date Approved in Domicile: 05/10/2008
 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: 09/03/2008
 State Status Changed: 09/03/2008 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:
 The Company offers their assurances that the information required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

The enclosed forms are being filed by First Consulting and Administration, Inc. on behalf of Industrial Alliance Pacific

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Insurance and Financial Services, Inc.

Form POL-2200 is a flexible premium universal life policy, which provides for a no lapse guarantee for 20 years. General application form 9765 AR will be used to apply for this policy. In the near future, the Company intends to convert the application form to an electronic document. However, it will not be possible to fill them in online. Instead, applications will have to be printed off by an agent and filled in by hand. Such adaptation may slightly alter the appearance of the forms, however, their content will not change and its readability compliance will not be affected. These forms contain no unusual or controversial features or language that deviate from normal insurance industry standards. The forms do not contain any provisions previously disapproved in the state.

The enclosed riders are intended to be used with this policy:

R-UL-WSP (07/07)/ Waiver of Specified Premium Rider
R-UL-WMD (07/07)/ Waiver of Monthly Deduction Rider
R-UL-CIBR (07/07)/ Children's Insurance Benefit Rider
R-UL-AI (07/07)/ Additional Insured Rider
R-UL-ADB (02/08)/ Accidental Death Benefit Rider

The Company intends to market this policy via contracted brokers in the State, and also via their website. There are no unusual aspects to the marketing. It will be sold through Independent Agencies.

Company and Contact

Filing Contact Information

(This filing was made by a third party - FC01)

Johnna Kemp, Technician johnna.kemp@firstconsulting.com
1020 Central, Suite 201 (800) 927-2730 [Phone]
Kansas City, MO 64105 (816) 391-2755[FAX]

Filing Company Information

Industrial Alliance Pacific Insurance and CoCode: 84514 State of Domicile: Washington
Financial Services Inc.
2165 Broadway W. Group Code: Company Type:

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Vancouver, BC V6K 4N5
(604) 734-1667 ext. [Phone]

Group Name:
FEIN Number: 98-0018913

State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: The fee in the domicile state is zero. The fee in your state is \$50 per policy. Therefore, the fee for this filing is \$50.00.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Industrial Alliance Pacific Insurance and Financial Services Inc.	\$50.00	08/28/2008	22181428

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/03/2008	09/03/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Compliant Notice		Yes
Supporting Document	Actuarial Memorandum		No
Form	Individual Flexible Premium Adjustable Life Policy		Yes
Form	Individual Flexible Premium Adjustable Life Application		Yes
Form	Individual Waiver of Specified Premium Rider		Yes
Form	Individual Waiver of Monthly Deduction Rider		Yes
Form	Individual Children's Insurance Benefit Rider		Yes
Form	Individual Additional Insured Rider		Yes
Form	Individual Accidental Death Benefit Rider		Yes

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Form Schedule

Lead Form Number: POL-2200

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	POL-2200	Policy/Cont	Individual Flexible ract/Fratern Premium Adjustable al Life Policy Certificate	Initial		53	AR POL-2200 FINAL (6- 2008).pdf
	FORM 9765-AR	Application/	Individual Flexible Enrollment Premium Adjustable Form Life Application	Initial		43	9765 APR08 AR.pdf
	R-UL-WSP (07/07)	Policy/Cont	Individual Waiver of ract/Fratern Specified Premium al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48	R-UL-WSP _06- 2008_dist.pdf
	R-UL-WMD (07/07)	Policy/Cont	Individual Waiver of ract/Fratern Monthly Deduction al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		47	R-UL-WMD _06- 2008_dist.pdf
	R-UL-CIBR (07/07)	Policy/Cont	Individual Children's ract/Fratern Insurance Benefit al Rider Certificate: Amendmen	Initial		59	R-UL-CIBR _06- 2008_dist.pdf

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R-UL-AI (07/07)	Policy/Cont Individual Additional Initial ract/Fratern Insured Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	55	R-UL-AI _06- 2008_dist.pdf
R-UL-ADB (02/08)	Policy/Cont Individual Accidental Initial ract/Fratern Death Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	56	R-UL-ADB _06- 2008_dist.pdf



INDUSTRIAL ALLIANCE *PACIFIC*
INSURANCE AND FINANCIAL SERVICES™

Industrial Alliance Pacific Insurance and Financial Services Inc.

Hereinafter called the Company

**Home Office: 2165 Broadway W,
PO Box 5900, Vancouver, BC, Canada
V6B 5H6**

This Policy is a legal contract between You and the Company. We issue this Policy in consideration of the application, and payment of the premiums. Premiums are shown on the Policy Data Pages.

READ YOUR POLICY CAREFULLY

We will pay the Proceeds if We receive due Written proof that the Insured died while this Policy was in force. Payment will be made to the Beneficiary named in the application or later named by you. Payment will be subject to the terms of this policy.

RIGHT TO EXAMINE AND CANCEL POLICY

You may cancel this Policy within 30 days after You receive it by returning it to the Company at its Home Office, or to the agent from whom You bought it. The cancellation will be effective as of the Effective Date. Within 10 days after we receive notice of cancellation and the Policy we will return all payments that You made.

The provisions of the following pages are a part of this Policy. This Policy is issued at Vancouver, British Columbia, Canada.



SECRETARY

EXAMINER



PRESIDENT

FLEXIBLE PREMIUM UNIVERSAL WHOLE LIFE INSURANCE

Proceeds payable at Insured's death. Flexible premiums payable during Insured's lifetime. Adjustable Death Benefits. Interest Rates, Risk Rates and Expense Charges declared periodically, subject to policy's guarantees. Net Cash Value payable at Maturity Date.

POLICY DATA PAGES

EFFECTIVE DATE : [JULY 25, 2007]
ISSUE DATE : [JULY 25, 2007]
INITIAL FACE AMOUNT : [\$100,000]
MINIMUM FACE AMOUNT : [\$ 10,000]
DEATH BENEFIT OPTION : [OPTION 1 - LEVEL]
ISSUE AGE AND SEX : [35 MALE]
UNDERWRITING CLASSIFICATION : [STANDARD NON-TOBACCO]
RATING CLASSIFICATION : [TABLE 0 - STANDARD]
FLAT EXTRA PREMIUM : [NONE]
PREMIUM FREQUENCY : [ANNUAL]
MINIMUM PREMIUM : [\$380.00]
INITIAL PREMIUM : [\$475.00]
PLANNED PREMIUM : [\$475.00]
POLICY LOAN INTEREST RATE : [8.00% PAYABLE IN ARREARS]
PERCENT OF PREMIUM CHARGE : [2.00%]
MONTHLY ADMINISTRATIVE FEE : [\$7.00]
MATURITY DATE : [JULY 25, 2072]
NO LAPSE GUARANTEE PERIOD : [20 YEARS]
OWNER : [JOHN DOE]
INSURED : [JOHN DOE]
POLICY NUMBER : [9500899999]

INSURANCE SCHEDULE

BASIC POLICY BENEFIT

POL-2200 FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE

INSURANCE MAY LAPSE BEFORE THE MATURITY DATE IF PREMIUMS PAID AND INTEREST CREDITED ARE INADEQUATE TO CONTINUE THE POLICY TO MATURITY AND THE NO LAPSE GUARANTEE DOES NOT APPLY.

POLICY DATA PAGES

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE PER \$1,000 OF BASE COVERAGE
1	\$19.92
2	\$19.77
3	\$19.62
4	\$19.45
5	\$19.28
6	\$19.11
7	\$18.92
8	\$18.73
9	\$18.54
10	\$18.33
11	\$18.12
12	\$17.90
13	\$17.68
14	\$17.45
15	\$17.20
16+	0

THE SURRENDER CHARGE WILL NOT EXCEED THE MAXIMUM PERMITTED UNDER GENERAL NON-FORFEITURE LAW.

A TABLE OF ADDITIONAL SURRENDER CHARGES WILL BE PROVIDED FOR ANY APPROVED INCREASE IN THE FACE AMOUNT.

**TABLE OF MONTHLY GUARANTEED RISK RATES
PER \$1,000 OF RISK INSURANCE AMOUNT**

Male - Standard Non-Tobacco

Attained Age	Risk Rate	Attained Age	Risk Rate	Attained Age	Risk Rate
35	1.09	57	6.83	79	60.87
36	1.15	58	7.42	80	67.87
37	1.2	59	8.1	81	75.84
38	1.29	60	8.92	82	84.14
39	1.37	61	9.92	83	93.09
40	1.46	62	11.14	84	103
41	1.58	63	12.51	85	114.07
42	1.73	64	13.95	86	126.34
43	1.9	65	15.47	87	139.74
44	2.1	66	17.01	88	154.1
45	2.33	67	18.57	89	169.25
46	2.55	68	20.25	90	185.06
47	2.79	69	21.99	91	199.93
48	2.93	70	24.1	92	215.43
49	3.09	71	26.46	93	231.78
50	3.32	72	29.56	94	249.05
51	3.59	73	32.83	95	267.19
52	3.96	74	36.27	96	283.79
53	4.36	75	40.03	97	301.49
54	4.87	76	44.13	98	320.38
55	5.5	77	48.89	99	340.54
56	6.14	78	54.45		

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DEFINITIONS

Age	The Insured's age is the age at the Insured's last birthday.
Beneficiary	The person(s) named by You to receive the Proceeds payable upon the Insured's death.
Bonus Interest Rate	The rate determined in accordance with the "Policy Value – Bonus Interest Rate" provision.
Cash Value	The Policy Value less any Surrender Charges.
Death Benefit	The amount of the benefit calculated in accordance with the "Death Benefit" provision.
Death Benefit Option	The death benefit option selected by You as set out on the Policy Data Pages.
Declared Interest Rate	The rate determined in accordance with the "Policy Value – Declared Interest Rate" provision.
Effective Date	As set out on the Policy Data Pages. We measure the Policy Years, Policy Anniversaries and premium due dates using the Effective Date.
Face Amount	The Initial Face Amount unless changed by You in the manner described in this Policy, and if so changed, the then current amount resulting from such change(s).
Flat Extra Premium	The premiums designated as such on the Policy Data Pages.
Gain	The amount that is the excess of the Cash Value over the sum of premiums paid.
Grace Period	The grace period determined in accordance with the "Premium Payment and Reinstatement – Grace Period" provision.
Gross Premiums	The amount of premium paid prior to any deductions.
Home Office	Our office located at [2165 West Broadway, P.O. Box 5900, Vancouver, British Columbia, V6B 5H6, Canada.]
In Force	A Policy that has not terminated, matured or been surrendered.
Initial Face Amount	The amount designated as such on the Policy Data Pages.
Initial Premium	The premium designated as such on the Policy Data Pages.
Insured	The individual whose life is insured under this Policy and whose name is on the Policy Data Pages.
Issue Date	The date this Policy is prepared as set out on the Policy Data Pages. Time periods set out in "General Provisions - Incontestability" and "General Provisions - Suicide Exclusion" use this date.
Maturity Date	The Policy Anniversary date nearest age 100. If the Insured is still living on such date, the Net Cash Value will be paid. Our liability will cease at that time.
Minimum Face Amount	The amount designated as such on the Policy Data Pages.
Minimum Premium	The Minimum Premium as at set out on the Policy Data Pages. This is the minimum premium required to maintain the Policy and all Riders In Force during the No Lapse Guarantee Period. The Minimum Premium will change when: <ol style="list-style-type: none">1. the Face Amount is changed,2. any Riders are added or terminated;3. the Flat Extra Premium, if any, has been reduced or is no longer required.
Monthly Administrative Fee	The fee designated as such on the Policy Data Pages.
Monthly Anniversary	The Monthly Anniversary is based on the Effective Date. While this Policy is In Force, it is the same date for each and every successive month after the Effective Date.
Monthly Deductions	The sum of: <ol style="list-style-type: none">1. the Risk Premium for the relevant Policy Month; and2. the cost of any Rider benefits for the relevant Policy Month; and3. the Monthly Administrative Fee; and4. the Flat Extra Premium, if any.
Net Cash Value	We have the right but not the obligation to reduce the Monthly Administrative Fee. The Cash Value less any unpaid Policy Loans, and unpaid loan interest.
Net Premium	The total of: <ol style="list-style-type: none">1. the premium paid; less2. any Policy Loan repayment and Policy Loan interest repayment; less3. the Percent of Premium Charge.
No Lapse Guarantee Period	As shown on the Policy Data Pages. This is the number of years this Policy is guaranteed to remain In Force from the Effective Date, provided the conditions set out in the "Premium

	Payment and Reinstatement” provision are satisfied.
Owner	The person designated as such on the Policy Data Pages, or where an assignment of ownership has occurred in accordance with the “General Provisions – Assignment” provision, the person receiving such assignment.
Partial Withdrawals	The permitted withdrawal of funds from the Policy Value described in the “Non-Forfeiture” provision.
Percent of Premium Charge	The charge designated as such on the Policy Data Pages, which is charged to each premium amount paid.
Planned Premium	The Planned Premium is the amount of premium you have determined to pay. The Planned Premium may or may not be equal to the Minimum Premium. Your Planned Premium is shown on the Policy Data Pages.
Policy Anniversary	The annual anniversary of the Effective Date.
Policy Data Pages	The pages entitled “Policy Data Pages” attached to this Policy.
Policy Loan	A permitted loan of funds made in accordance with the “Loans” provision.
Policy Loan Interest Rate	The rate designated as such on the Policy Data Pages.
Policy Month	The duration between two successive Monthly Anniversaries.
Policy Value	The value of this Policy determined in accordance with the “Policy Value” provision.
Policy Year	The 12-month period starting on the Effective Date and after that, the 12-month period starting on each subsequent Policy Anniversary.
Proceeds	Proceeds refers to the Death Benefit payable or the Net Cash Value payable at maturity or upon surrender of the Policy, as the context requires.
Rider	Any attachment to this Policy which provides additional benefits.
Risk Insurance Amount	The amount during any Policy Month that equals: <ol style="list-style-type: none"> 1. the Death Benefit at the beginning of the Policy Month; less 2. the Policy Value at the beginning of the Policy Month.
Risk Premium	The Risk Premium is the product of the Risk Insurance Amount and the Risk Rate.
Risk Rate	The rate for any Policy Month that is obtained from the Table of Monthly Guaranteed Risk Rates set out on the Policy Data Pages. We have the right but not the obligation to reduce such rate. Any change in a rate will apply to all Insured’s of the same premium class. The rate will be based upon the Insured's age at the beginning of the then current Policy Year.
Surrender Charge	The Surrender Charge is an amount that is deductible from the Policy Value: <ol style="list-style-type: none"> 1. upon any surrender during the first 15 Policy Years in an amount that is set out in the Table of Surrender Charges on the Policy Data Pages; and 2. that apply to an increase in Face Amount as set out in the “Death Benefit - Change in Face Amount” provision excluding any such increase resulting solely from a change in Death Benefit Option from Option 2 to Option 1.
We, Us, Our	Industrial Alliance Pacific Insurance and Financial Services Inc.
Written, In Writing	A written request signed, dated, and received at Our Home Office in a form We accept. Contact your agent or Us to obtain certain forms.
You, Your	The Owner of the Policy according to Our records.

In this Policy, the singular includes the plural and *vice versa* and each gender includes all genders as the context requires.

GENERAL PROVISIONS

Entire Contract

The entire contract is comprised of:

1. this Policy; and
2. all applications, Riders and amendments attached to this Policy on the Issue Date; and
3. all subsequent applications, Riders and amendments that We may attach or send You to attach to this Policy.

Unless fraudulent, statements made by You or any Insured are representations and not warranties. Only statements found in attached applications may be used in defense of a claim.

Only Our President or Secretary can change this Policy on Our behalf. No agent or other person can change this Policy. Any change must be In Writing.

Ownership of Policy

During the Insured's lifetime, You as Owner have the rights and duties set out in this Policy.

You may assign the ownership of this Policy. This transfers all Your rights and duties to a new Owner. The new Owner may then make any change the Policy allows. Notice to Us of assignment of ownership must be In Writing. It will take effect on the date You signed the notice but it will not affect any action We take before recording notice of Your assignment. We may rely on such notice without regard to the validity of the assignment.

By notice In Writing, You may also name a contingent Owner who will own this Policy if You die before the Insured. If there is no contingent Owner, Your estate or assignees will become the Owner.

An Owner's rights as Owner cease upon the Insured's death.

Assignment

You may assign this Policy as collateral security. This limits Your rights to obtain the Net Cash Value. It also limits the Beneficiary's rights to the Proceeds payable at death. A collateral assignment does not change Your status as Owner. When We pay the Proceeds, We need only rely on what Our records state is the debt then due as collateral.

To record an assignment of this Policy as collateral security, We need:

1. Written notice; and
2. an original or notarized copy of the collateral assignment; and
3. Written consent of all irrevocable beneficiaries.

We may rely on such notice without regard to the validity of such assignment and/or consent. The effective date of the assignment will be the date the above information is received and recorded by Us.

Incontestability

After this Policy has been in effect during the Insured's lifetime for 2 years from the Issue Date, this Policy becomes incontestable unless it has terminated.

Any reinstatement of this Policy has its own 2-year contestable period running from the date of the latest reinstatement application. Such period applies to statements made in the reinstatement application.

Any increase in Face Amount has its own 2-year contestable period running from the effective date of such increase.

Any increase in the Risk Insurance Amount has its own 2-year contestable period running from the effective date of such increase.

This provision does not apply to any Rider providing benefits for disability or death by accident.

Misstatement of Age or Sex

If the Insured's age or sex is misstated, We will change the benefit amounts to reflect what the premium would have bought at the true age or sex.

Suicide Exclusion

If the Insured commits suicide, while sane or insane, within 2 years from the:

1. Issue Date, We only refund the premiums paid less any Policy Loans, unpaid Policy Loan interest and Partial Withdrawals; or
2. effective date of the latest increase in Face Amount that required evidence of insurability, We only refund the cost of insurance for that increase; or
3. effective date of the latest increase in the Risk Insurance Amount, We only refund the cost of insurance for that increase.

Non-Participating

The Policy does not share in Our profits or surplus. No dividends are paid under this Policy.

Currency

All transactions under this Policy are in United States dollars.

Tax Withholding

We will withhold taxes from any payment made by You or on Your behalf when required by State law.

Termination

This Policy will terminate without further obligation on Our part when one of the following occurs:

1. the benefits have been fully paid or applied upon the Insured's death;
2. the Policy has been surrendered;
3. the principal amount of any and all Policy Loans together with interest thereon and any other amounts You owe us equal or exceed the Cash Value and notice has been provided in accordance with the "Loans - Repayment" provision; or
4. non-payment of premium occurs subject, however, to the provisions set out in "Premium Payment and Reinstatement".

Amendment

We reserve the right to amend the Policy or limit changes otherwise permitted in the Policy to retain the Policy's status as a "life insurance contract" under the following:

1. The *Internal Revenue Code of 1986*, as amended;
2. Internal Revenue Service rulings and regulations; and
3. Any requirements imposed by the Internal Revenue Service.

We are not liable for the tax or tax penalties You owe resulting from failure to comply with the above.

PREMIUM PAYMENT AND REINSTATEMENT**Premiums**

Insurance will begin on the latter of the Effective Date or the date the Initial Premium is paid. By request In Writing, You may change the amount and frequency of future premium payments from that set out on the Policy Data Pages.

Any premium payment which will result in an increase in the Risk Insurance Amount will be accepted only upon satisfactory evidence of insurability, in which case the "General Provisions – Incontestability" and "Suicide Exclusion" provisions will apply.

We may refuse to accept any premium that would disqualify Your Policy for favorable tax treatment.

Payments must be made to the Company at its Home office. Checks should be payable to the Company. Please include Your Policy number on the check.

Grace Period

The date that the Net Cash Value is insufficient to pay the Monthly Deduction is the start of the Grace Period. If the Grace Period starts and the No Lapse Guarantee does apply, You will have 61 days from the start of the Grace Period to pay a premium at least equal to the Monthly Deduction. The Policy and all Riders will remain In Force during this time. We will send You Written notice not more than 31 days after the start of the Grace Period that Your Policy and Riders are at risk of terminating.

If, on the 62nd day after the start of the Grace Period We have not received a premium equal to the Monthly Deduction and the No Lapse Guarantee applies, Your Policy will remain In Force until the end of the No Lapse Guarantee Period. Any Riders attached to this Policy will also remain In Force until either the end of the No Lapse Guarantee Period or the Riders' Automatic Termination provision, whichever comes first.

If on the 62nd day after the start of the Grace Period We have not received a premium equal to the Monthly Deduction and the No Lapse Guarantee does not apply, this Policy and all Riders will terminate immediately without value.

If the Insured dies during the above-described Grace Period, We deduct any unpaid Monthly Deductions from the Proceeds.

No Lapse Guarantee

This Policy will not terminate during the No Lapse Guarantee Period if:

1. the balance of:
 - (a) premiums paid to date; less
 - (b) any Policy Loans and Partial Withdrawals;

exceeds:

2. the product of:
 - (a) Minimum Premium; and
 - (b) number of months since the Effective Date.

If you are no longer eligible for the No Lapse Guarantee and the Net Cash Value is greater than the Monthly Deductions, this Policy will remain In Force.

The Policy Value at the end of the No Lapse Guarantee Period may be insufficient to keep the Policy In Force unless an additional payment is made at that time.

Reinstatement

Reinstatement restores a Policy after it has lapsed for non-payment of premium. You can reinstate within 5 years after termination. You cannot reinstate if this Policy was surrendered. To reinstate this Policy, You must:

1. provide Written notice to Us that You wish to reinstate Your policy;
2. submit proof which satisfies Us that the Insured is still insurable by Our standards; and
3. pay a premium sufficient to repay any unpaid Policy Loans and interest thereon and keep the Policy In Force for at least the next 3 months.

Reinstatement will be effective on the Monthly Anniversary on or next following the date of Our approval of Your Written request to reinstate.

The Policy Value on the date of reinstatement will be the amount provided by the premium paid to reinstate. The Surrender Charges reduced by any Surrender Charge paid on the date of termination will also be reinstated. The Surrender Charges will not be less than zero (0).

POLICY VALUE

Calculation of Policy Value

We calculate a "Policy Value" while this Policy is In Force on a monthly basis. The Policy Value on each Monthly Anniversary equals:

1. The Policy Value on the prior Monthly Anniversary; plus
2. any Net Premiums received since the prior Monthly Anniversary; less
3. any Partial Withdrawals made on the Monthly Anniversary; less
4. the Monthly Deduction for the Policy Month; plus
5. interest credited for the Policy Month.

Policy Values between Monthly Anniversaries will be calculated as above but with interest credited on a *pro rata* basis.

Declared Interest Rate

Prior to each Policy Month, We will declare an effective annual declared interest rate (the "**Declared Interest Rate**"). This interest rate compounded monthly, will be used to credit interest to the Policy Value less any Policy Loans for the upcoming Policy Month. A Declared Interest Rate will not be less than 3% per Policy Year compounded annually.

Bonus Interest Rate

Prior to each Policy Month after the 4th Policy Anniversary, an effective annual bonus interest rate (the “**Bonus Interest Rate**”) is calculated according to the following table:

Declared Interest Rate	Bonus Interest Rate
3% to 4%	0%
5%	0.75%
6%	1.25%
7%	1.75%
8%	2.25%
over 8%	2.25%

For Declared Interest Rate between any two tabular values, the Bonus Interest Rate is calculated by interpolating on a straight-line basis.

Prior to each Policy Month after the 4th Policy Anniversary, the Bonus Interest Rate is added to the Declared Interest Rate then in effect to determine the amount of interest to be credited to the Policy Value, net of any outstanding Policy Loans and unpaid loan interest.

Policy Loan

The portion of the Policy Value equal to any Policy Loan, including unpaid Policy Loan interest, will be credited with interest at 3% compounded annually.

Policy Reinstatement

We will calculate the Policy Value on the date of any reinstatement according to the “Premium Payment and Reinstatement” provisions.

LOANS**Policy Loans**

After the first Policy Anniversary, You may request a loan (a “**Policy Loan**”) using this Policy as security. The Policy must have a Net Cash Value and be In Force. We will not lend, in the aggregate, more than the maximum loan value. The maximum loan value equals the Net Cash Value less: (a) the interest amount on all Policy Loans then outstanding for the period ending on the next Policy Anniversary and (b) the Monthly Deductions amount for the period ending on the next Policy Anniversary. We may defer making the requested Policy Loan for up to 6 months.

Interest

Interest on Policy Loans is payable in arrears at the Policy Loan Interest Rate. Interest not paid when due is added to the Policy Loan and is charged interest at the Policy Loan Interest Rate.

Repayment

You may repay the Policy Loan in part or whole while this Policy is In Force.

If the amount You owe Us equals or exceeds the Cash Value, the Policy will terminate. This will happen 31 days after We mail a warning notice to You. The notice will be sent to Your last recorded address and that of any collateral assignee of record.

We have a prior lien against the Policy for any money You owe Us under the Policy. To the extent permitted by law, Our lien is superior to any other claim. We will deduct the money owed to Us whenever We pay the Proceeds.

NON-FORFEITURE**Partial Withdrawal**

After the first Policy Year, You may arrange for a partial withdrawal of funds from the Policy Value (a “**Partial Withdrawal**”). You can do this by providing Us notice In Writing. The withdrawal will be funded on a Monthly Anniversary. The withdrawal must leave a Net Cash Value at least equal to the Monthly Deductions needed for the period ending on the next Policy Anniversary. If the Death Benefit Option selected by You is Option 1, the Face Amount will be reduced by the amount of the withdrawal. The withdrawal must not reduce the Face Amount to less than the Minimum Face Amount.

A Surrender Charge will be levied. It will be the *pro-rata* portion of the then current Surrender Charge based on the ratio of Partial Withdrawal to Policy Value. Future Surrender Charges will be reduced by the same proportion.

You may make one Partial Withdrawal in each Policy Year without incurring an administrative fee. A fee of \$25 will be charged for each additional Partial Withdrawal.

We may defer payment for up to 6 months.

Basis of Computations

Minimum Cash Values are determined annually using the standard non-forfeiture method following the NAIC Universal Life Insurance Model Regulation. The Cash Value under this Policy will not be less than the minimum value required by the state in which this Policy is delivered. A detailed statement of the method of computation of Cash Values and non-forfeiture benefits has been filed with the insurance department of the state in which this Policy is delivered.

BENEFICIARY AND PAYMENT OF PROCEEDS

Beneficiary

You may name more than one Beneficiary. You may name a Beneficiary whom You cannot later change without his/her consent. This is an irrevocable beneficiary.

You may change one or more Beneficiaries by Written request if all of these are true:

1. the Policy is In Force;
2. the Insured is alive; and
3. We have Written consent of all Irrevocable Beneficiaries.

The change of Beneficiary must be sent to Our Home Office. The change will take effect on the date You sign the request but will not affect any action We take before recording Your request.

Payment of Proceeds.

Upon satisfactory proof of death we will pay the Proceeds.

We pay the Proceeds in the following way when the Insured dies:

1. We first pay any assignees who have received an assignment of this Policy as collateral security.
2. Then We pay the Beneficiaries last named In Writing. We pay them in equal shares, unless You have requested otherwise.
3. If there is no surviving Beneficiary, We pay You.
4. If You have died, We pay any contingent Owner You may have named.
5. If You have died and no contingent Owner has been named, We pay Your estate or assignees.

The amount of Proceeds paid when the Insured dies equals:

1. the Death Benefit then in force; plus
2. the amount of any benefit under any Rider; less
3. any unpaid Monthly Deductions; less
4. any unpaid Policy Loans; less
5. any unpaid interest on the Policy Loan.

The amount of the Proceeds may be changed by Us in accordance with these Policy provisions: "General Provisions - Incontestability", "General Provisions - Misstatement of Age or Sex", "General Provisions - Suicide Exclusion" and "General Provisions - Non-forfeiture". If the Death Benefit has not been paid within 30 days after due proof of death is received, interest will be added to the Proceeds at a rate of 8% per year.

If a Beneficiary dies before receiving the Proceeds:

1. at the same time as the Insured; or
2. within 15 days after the Insured's death;

We will pay the Proceeds as if the Beneficiary died before the Insured.

We pay all Proceeds from this Policy from Our Home Office. We may require that You send Us this Policy before making payment. The Proceeds under this Policy are exempt from creditors to the extent allowed by law.

DEATH BENEFIT

Death Benefit Options; Calculation of Death Benefit

As indicated on the Policy Data Pages, You have selected one of two Death Benefit Options. The Death Benefit for each of the options is calculated as follows:

Option 1- (Level) - The greater of:

1. the Face Amount then in effect; or
2. the Policy Value multiplied by the minimum death benefit factor for the attained age.

Option 2 - The greater of:

1. the Face Amount plus the Policy Value then in effect; or
2. the Policy Value multiplied by the minimum death benefit factor for the attained age.

The minimum death benefit factor is shown below:

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
0-40	2.50	54	1.57	68	1.17
41	2.43	55	1.50	69	1.16
42	2.36	56	1.46	70	1.15
43	2.29	57	1.42	71	1.13
44	2.22	58	1.38	72	1.11
45	2.15	59	1.34	73	1.09
46	2.09	60	1.30	74	1.07
47	2.03	61	1.28	75-90	1.05
48	1.97	62	1.26	91	1.04
49	1.91	63	1.24	92	1.03
50	1.85	64	1.22	93	1.02
51	1.78	65	1.20	94	1.01
52	1.71	66	1.19	95-99	1.00
53	1.64	67	1.18		

Change in Face Amount

By request In Writing, You may change the Face Amount of a selected Death Benefit Option after the first Policy Anniversary. An increase in the Face Amount will require Our approval. Evidence of insurability satisfactory to Us must be provided.

An increase will:

1. be effective on the Monthly Anniversary on or next following Our approval;
2. be subject to Surrender Charges at the rates then applicable;
3. increase any applicable Minimum Premium by an amount then applicable;
4. be subject to a new incontestable period in accordance with “General Provisions – Incontestability” and “General Provisions - Suicide Exclusion” starting from the effective date of the increase.

A decrease in the Face Amount:

1. may not be made:
 - (a) before the 3rd Policy Anniversary;
 - (b) during the 12-month period following an increase in the Face Amount;
2. will be made on the Monthly Anniversary on or next following Our receipt of Your request;
3. will be limited to one per Policy Year and in an amount of at least \$5,000;
4. may not reduce the Face Amount to less than the Minimum Face Amount;
5. will be applied in the following order:
 - (a) to the most recent increase in Face Amount;
 - (b) to the next most recent increases in Face Amount;
 - (c) to the Initial Face Amount or the then current Face Amount, if lesser in amount; and
6. will not reduce any Surrender Charges.

Change in Selection of Death Benefit Option

By request In Writing, You may change the selected Death Benefit Option after the first Policy Anniversary in the manner set out below. Only one change is permitted in any Policy Year. There is no change in Surrender Charges due to a change in Death Benefit
POL-2200-AR

Option. Such change will be approved subject to satisfactory evidence of insurability and will be effective on the Monthly Anniversary on or next following Our approval.

Permitted Changes

A change from Option 1 to Option 2 will decrease the Face Amount to equal the Death Benefit minus the Policy Value on the date of change. The Face Amount will not be reduced to less than the Minimum Face Amount.

A change from Option 2 to Option 1 will increase the Face Amount to equal the Death Benefit on the date of change.

POLICYOWNER REPORT

Annual Report

We will send an annual report to You at Your last recorded address for each Policy Year. The report will show:

1. the Policy Value at the start of the year;
2. debits and credits to the Policy Value during the year;
3. the value at the end of that year of the following:
 - (a) the Policy Value;
 - (b) the Death Benefit;
 - (c) the Cash Value;
 - (d) the Policy Loans, if any; and
 - (e) the Net Cash Value.
4. the Declared Interest Rate for the next Policy Month;
5. the then applicable Risk Rate, Percent of Premium Charge and Monthly Administrative Fee;
6. whether the Policy Value at the end of the Policy Year will, at guaranteed rates of interest, risk rates and expense charges, be sufficient to pay all Monthly Deductions for the then upcoming year.

Optional Report

Upon Your Written request, We will provide illustrations based upon guaranteed and current assumptions. We will provide one illustration free of charge each Policy Year. A fee of \$25 will be charged for each additional request received in any one Policy Year.

SETTLEMENT OPTIONS

Availability of Settlement Options

Settlement options are ways of paying all or part of the Proceeds of this Policy other than in one sum. You may select or change a settlement option to which Proceeds will be applied. This can be done by notice In Writing while the Insured is alive and before we pay the Proceeds. If no option has been chosen before the Insured dies, the Beneficiary may select a settlement option. The Beneficiary cannot select an option if We have already paid the Beneficiary the Proceeds.

An option cannot be chosen if any of these are true:

1. The Proceeds are payable to a collateral assignee;
2. The Proceeds are not payable to a natural person;
3. The total amount is less than \$1,000;
4. Each payment under the selected option would be less than \$25.

Interest

We guarantee an interest rate of 2-½% per annum compounded annually on all amounts applied to any of the settlement options described below. The interest amount has been included in the installments shown in the settlement option tables set out below. We may but are not obligated to pay interest at a rate greater than 2-½% on amounts applied to settlement options 1 through 4 described below. We may but are not obligated to guarantee a rate greater than 2-½% on amounts applied to settlement option 5 described below. Contact Us for details.

Description of Settlement Options

Settlement Option 1—Installments for a Fixed Period. Provides equal installments for a certain number of years. The length of time can be from 1 to 30 years. Installments may be paid monthly or yearly. Settlement Option 1 Table below sets out the amount of each installment.

Settlement Option 2—Installments for Life with a Guaranteed Period. Provides equal installments for either 10 or 20 years, plus life of the payee. A payee is a person to whom all or a part of the Proceeds are payable by Us under this Policy. The amount of each equal installment depends on:

1. the period of time chosen; and
2. the payee's sex; and

3. the payee's age on the payee's birthday nearest to the due date of the first payment.

Settlement Option 2 Table sets out the amount of each installment. We require satisfactory proof of the payee's age before We pay amounts under this option.

Settlement Option 3—Interest Income. Proceeds remain with Us during the payee's lifetime. Proceeds bear interest of at least 2-1/2% per annum compounded annually. Interest will be paid at the end of each month. The payee may withdraw any part of the Proceeds at any time in amounts not less than \$100.

Settlement Option 4—Installments of a Fixed Amount. Proceeds paid in equal installments until no funds remain. Interest on the unpaid portion will be at least 2-1/2% per annum compounded annually. The installments may be paid monthly, quarterly, semi-annually or annually. The amount of installment payable each year cannot be less than 5% of the initial amount of Proceeds applied to this option.

Settlement Option 5—Other Annuity Products. We will apply the Proceeds to any other annuity product which We may offer when the Proceeds become payable by Us under this Policy. Contact Us for details.

Application of Proceeds by Payee

If (a) the payee dies and (b) there is no contingent payee, We will pay a lump sum to the payee's estate or assignees.

The Proceeds applied to a settlement option selected by a payee pursuant to this Policy will be as follows:

- (a) For settlement options 1 or 2, the present value of the unpaid guaranteed installments, based on a 2-1/2% per annum interest rate;
- (b) For settlement options 3 or 4, the unpaid balance of the Proceeds;
- (c) For settlement option 5, the amounts determined by the provisions of the applicable annuity product.

A settlement option will be effective on the date that (a) the Insured dies or (b) the Proceeds of the Policy otherwise become due.

The first payment for settlement options 1, 2 or 4 is due on the effective date of the selected settlement option.

Settlement Option 1 Table

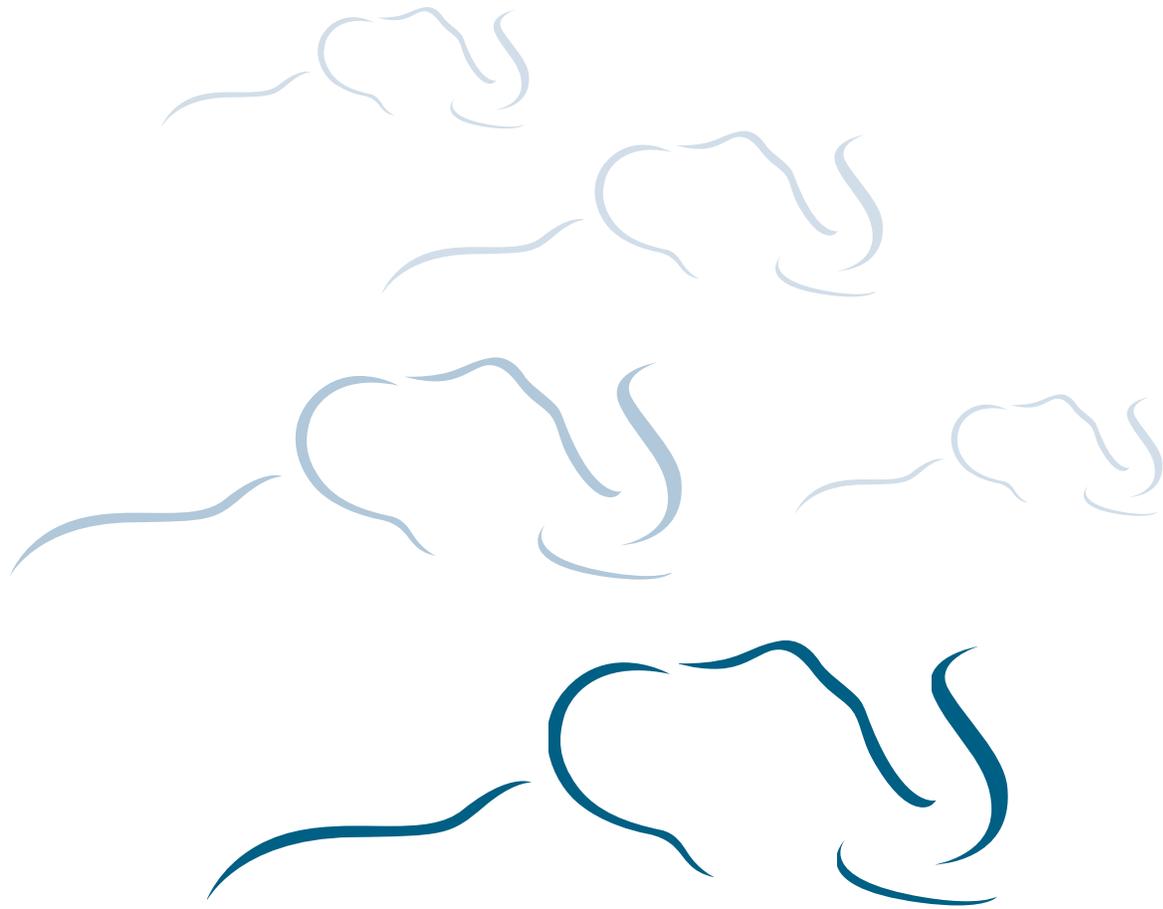
Annual and Monthly Installments For Each \$1,000 of Proceeds

No of Years Payable	Amount of Installments		No of Years Payable	Amount of Installments		No of Years Payable	Amount of Installments	
	Annually	Monthly		Annually	Monthly		Annually	Monthly
1	\$1,000.00	\$84.28	11	\$102.54	\$8.64	21	\$60.28	\$5.08
2	506.17	42.66	12	95.11	8.02	22	58.19	4.90
3	341.60	28.79	13	88.83	7.49	23	56.29	4.74
4	259.33	21.86	14	83.45	7.03	24	54.55	4.60
5	210.00	17.70	15	78.80	6.64	25	52.95	4.46
6	177.12	14.93	16	74.73	6.30	26	51.48	4.34
7	153.65	12.95	17	71.15	6.00	27	50.12	4.22
8	136.07	11.47	18	67.97	5.73	28	48.87	4.12
9	122.40	10.32	19	65.13	5.49	29	47.70	4.02
10	111.47	9.39	20	62.58	5.27	30	46.61	3.93

Settlement Option 2 Table

Monthly Income for Each \$1,000 of Proceeds

Age of Payee		Guaranteed Period in Years		Age of Payee		Guaranteed Period in Years		Age of Payee		Guaranteed Period in Years	
Male 7 and under	Female 12 and under	10	20	Male	Female	10	20	Male	Female	10	20
8	13	2.64	2.63	31	36	3.26	3.22	56	61	5.01	4.47
9	14	2.66	2.65	32	37	3.30	3.25	57	62	5.12	4.53
10	15	2.67	2.66	33	38	3.34	3.29	58	63	5.23	4.59
		2.69	2.68	34	39	3.39	3.33	59	64	5.35	4.64
				35	40	3.43	3.37	60	65	5.48	4.70
11	16	2.71	2.70	36	41	3.48	3.41	61	66	5.61	4.75
12	17	2.73	2.71	37	42	3.53	3.45	62	67	5.74	4.80
13	18	2.74	2.73	38	43	3.59	3.50	63	68	5.87	4.85
14	19	2.76	2.75	39	44	3.64	3.54	64	69	6.01	4.90
15	20	2.78	2.77	40	45	3.70	3.59	65	70	6.16	4.94
16	21	2.81	2.79	41	46	3.76	3.64	66	71	6.30	4.98
17	22	2.83	2.81	42	47	3.82	3.69	67	72	6.45	5.02
18	23	2.85	2.84	43	48	3.88	3.74	68	73	6.60	5.05
19	24	2.88	2.86	44	49	3.95	3.79	69	74	6.76	5.09
20	25	2.90	2.88	45	50	4.02	3.84	70	75	6.91	5.12
21	26	2.93	2.91	46	51	4.09	3.90	71	76	7.07	5.14
22	27	2.95	2.93	47	52	4.17	3.95	72	77	7.23	5.17
23	28	2.98	2.96	48	53	4.25	4.01	73	78	7.38	5.19
24	29	3.01	2.99	49	54	4.33	4.07	74	79	7.54	5.20
25	30	3.04	3.02	50	55	4.42	4.12	75	80	7.69	5.22
26	31	3.08	3.05	51	56	4.50	4.18	76	81	7.84	5.23
27	32	3.11	3.08	52	57	4.60	4.24	77	82	7.98	5.24
28	33	3.14	3.11	53	58	4.69	4.30	78	83	8.13	5.25
29	34	3.18	3.15	54	59	4.79	4.36	79	84	8.26	5.26
30	35	3.22	3.18	55	60	4.90	4.41	80	85	8.39	5.26



FLEXIBLE PREMIUM UNIVERSAL WHOLE LIFE INSURANCE





INDUSTRIAL ALLIANCE *PACIFIC*
INSURANCE AND FINANCIAL SERVICES™



Section 1 – PROPOSED INSURED

First name: _____ Middle initials: _____ Last name: _____
 Sex: Male Female Date of birth: _____ Age: _____ Place of birth: _____
(M M / D D / Y Y Y Y)
 SSN: _____ Occupation: _____
 Home address: _____ How long: _____ Home Tel. No.: (____) _____
 City: _____ State: _____ ZIP: _____
 Employer: _____ Annual Income: _____ How long: _____
 Employer's address: _____ Tel. No.: (____) _____
 City: _____ State: _____ ZIP: _____

Section 2 – OTHERS TO BE INSURED

Yes No If "Yes", complete a supplementary application for each additional insured.

Section 3 – POLICYOWNER Same as the Proposed Insured, or

Full name: _____ Tax ID or SSN: _____
 Relationship to Proposed Insured: _____ Date of Birth: _____
(M M / D D / Y Y Y Y)
 Address: _____ Tel. No.: (____) _____
 City: _____ State: _____ ZIP: _____

Section 4 – PAYOR Same as the Proposed Insured, or

Full name: _____ Tax ID or SSN: _____
 Relationship to Proposed Insured: _____ Date of Birth: _____
(M M / D D / Y Y Y Y)
 Address: _____ Tel. No.: (____) _____
 City: _____ State: _____ ZIP: _____

Section 5 – BENEFICIARY

Primary _____ %

Full name: _____ Tax ID or SSN: _____
 Relationship to Proposed Insured: _____ Date of Birth: _____
(M M / D D / Y Y Y Y)
 Address: _____ Tel. No.: (____) _____
 City: _____ State: _____ ZIP: _____

Primary _____ % Contingent

Full name: _____ Tax ID or SSN: _____
 Relationship to Proposed Insured: _____ Date of Birth: _____
(M M / D D / Y Y Y Y)
 Address: _____ Tel. No.: (____) _____
 City: _____ State: _____ ZIP: _____

Primary _____ % Contingent

Full name: _____ Tax ID or SSN: _____
 Relationship to Proposed Insured: _____ Date of Birth: _____
(M M / D D / Y Y Y Y)
 Address: _____ Tel. No.: (____) _____
 City: _____ State: _____ ZIP: _____

APPLICATION for LIFE INSURANCE: Part 2 — MEDICAL QUESTIONNAIRE

Section 1 – Complete all questions if no Paramedical is required and only questions 1A, B & 2 if a Paramedical is required.

1. A. Name, address and phone number of the physician or medical facility who will have your medical records:

(Please provide medical record number, if available.)

B. Date, reason for and results of the last visit made to the above physician or medical facility:

Proposed Insured

2. Do you currently take any medication regularly or as needed? (If "YES", provide details) Yes No
3. In the past ten years have you had, been tested for, received treatment or counseling from a medical professional for; or been told you have: (Circle appropriate item and provide details)
- a) Dizziness, fainting, convulsions, epilepsy, paralysis, stroke or severe headaches? Yes No
 - b) Depression, anxiety, mental or nervous disorder? Yes No
 - c) Shortness of breath, bronchitis, emphysema, asthma, pleurisy or persistent cough? Yes No
 - d) Chest pain, angina, palpitations, irregular heart beat, high blood pressure, heart attack or coronary artery disease? Yes No
 - e) Heart murmur, heart valve disorder, edema or disorder of the heart or blood vessels? Yes No
 - f) Ulcer, intestinal bleeding, colitis, ulcerative colitis, Crohn's disease, jaundice, hernia, diarrhea, hepatitis or any disorder of the stomach, intestines, spleen, liver or rectum? Yes No
 - g) Diabetes, high blood sugar or sugar in your urine?..... Yes No
 - h) Blood or protein in your urine, any disorder of the kidneys, bladder, prostate, or urinary system?..... Yes No
 - i) Any disease or disorder of the reproductive system? Yes No
 - j) Thyroid, thymus, pituitary or lymph gland disorder?..... Yes No
 - k) Cancer, sarcoidosis, tumor or any abnormal growth? Yes No
 - l) Back pain, arthritis, muscular dystrophy or any disorder of the muscles, bones or joints?..... Yes No
 - m) Multiple sclerosis, or any disorder of the brain or spinal cord?..... Yes No
 - n) Hemophilia, sickle cell anemia, anemia or any disorder of the blood (other than HIV related)?..... Yes No
 - o) Alcoholism, drug addiction or excessive use of alcohol or drugs? Yes No
4. In the past ten years have you:
- a) been diagnosed or treated by a physician or other health care professional as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or positive test results indicating the presence of the AIDS virus? Yes No
 - b) used marijuana, cocaine, heroin or narcotics not prescribed to you by a physician? Yes No

Details to "Yes" answers (include dates and physicians or medical facility address)

AGREEMENT

Each of the undersigned declares that the statements and answers contained in this application and provided by such individuals, are complete and true to the best of his/her knowledge and belief, that the statements and answers were correctly recorded before he/she signed below, and that they shall form the basis of any insurance policy that may be issued. A copy of this application shall be attached to and made a part of the policy. The acceptance of any policy issued on this application shall constitute acceptance and ratification of any corrections made by Industrial Alliance Pacific Insurance and Financial Services Inc. ("the Company") in the section entitled Corrections and Notations made by Home Office of this application. No change in amount, classification, plan of insurance or benefits shall be effective unless agreed to in writing by the Proposed Insured and/or the Policyowner. **All information which I(We) have given to the agent is contained in this application. A misstatement of any question could result in policy rejection or rescission.**

It is also agreed that the Company will incur no liability under this application until:

- 1. the application has been received and approved;
- 2. a policy has been issued and delivered; and
- 3. the full modal premium has been paid to and accepted by the Company at its Home Office.

The policy must be issued, delivered and the full modal premium paid while the health, habits, avocations and occupation of the lives to be insured are as stated in this application. The policy will then be deemed effective on its issue date.

If the full modal premium specified in the application is paid on the date of this application, the liability of the Company shall be as stated on the Conditional Premium Receipt which then becomes part of this application.

The Company will notify the Policyowner of its decision regarding the insurability of the lives to be insured as stated in this application within 60 days of receipt of the application. Otherwise, it will notify the Policyowner of the reason for any further delay.

No agent has the authority to waive the answers to any of the questions in this application or to make or alter any contract for the Company.

Each of the lives to be insured as stated in this application acknowledges receipt of the Notice of Insurance Information Practices, Fair Credit Reporting Act and the Medical Information Bureau Notice.

The Agent and Policyowner agree that no insurance other than those policies for the indicated life or lives to be insured indicated as replacements in Section 7(K) will be replaced by a policy issued in connection with this application.

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Signed at _____ this _____ day of _____ 20____
City, State Month

Signature of Proposed Insured
(Parent or legal guardian if Proposed Insured is under 16)

Signature of Policyowner
(If Other than Proposed Insured)

Signature of Licensed Agent (Witness)

Print Agent Name

Agent # / %

Agent Data

Are you aware of any existing life insurance or annuity contracts on the life of the insured, except as noted in this application? Yes* No

Are you aware if this policy will replace any existing insurance policies or annuity contracts with this or any other company? Yes* No

* Attach replacement forms.

Signature of Licensed Agent (Witness)

Print Agent Name

Agent # / %

Signature of Licensed Agent (Witness)

Print Agent Name

Agent # / %

Authorization to Obtain Information

The undersigned authorizes in respect of himself or herself any or all of the following:

- (a) Any physician or medical practitioner;
- (b) hospital, clinic, medical or medically related facility;
- (c) insurance or reinsurance company;
- (d) the Medical Information Bureau;
- (e) consumers reporting agencies;
- (f) employers,

having records of me or my minor children's, employment, health, alcohol, drug and psychiatric information, to give to Industrial Alliance Pacific Insurance and Financial Services Inc., or its reinsurers such information.

Information obtained with this authorization may only be:

- (a) used to determine insurability;
- (b) released to reinsurance companies;
- (c) sent to the Medical Information Bureau;
- (d) sent to persons or organizations performing business or legal services in connection with my application, except for information received from the Medical Information Bureau which must not be disclosed;
- (e) used as lawfully required;
- (f) used as I may further authorize in writing.

The undersigned acknowledges receipt of the Notice of Insurance Information Practices and agrees that a photographic copy of this Authorization shall be as valid as the original. The undersigned agrees that this Authorization shall be valid for two and one half years from the date shown below.

Each of the undersigned requests that any examination findings relating to such undersigned resulting in a rating, postponement or declination of any or all coverage requested on this application be forwarded directly to:

Such undersigned's Regular Physician Yes No

Such undersigned's Attention at his/her Home Address Yes No

Each of the undersigned elects to be interviewed if an investigative consumer report is prepared in connection with this application Yes No

Date _____ Signature of Proposed Insured/Owner _____
(Parent or Legal Guardian if Proposed Insured/Owner is a minor)

A COPY OF THIS AUTHORIZATION IS AVAILABLE TO THE APPLICANT'S OR THE APPLICANTS' AUTHORIZED REPRESENTATIVE ON WRITTEN REQUEST.

Disclosure Statement

One of the prime objectives of Industrial Alliance Pacific Insurance and Financial Services Inc. is to provide insurance at low cost. The underwriting process (evaluation of risks) is necessary not only to assure this low cost, but also to assure each policyholder contributes his/her fair share of the cost. In considering an application, information from various sources must, therefore, be considered for insurance on your life. These include the results of your physical examination if required, and any reports received from doctors and hospitals who have attended the individuals whose lives are to be insured.

Notice of Insurance Information Practices

To evaluate your application for insurance, we will need some personal information about you. It may be necessary to obtain some of that information from sources other than you. This is done with your consent. For your protection you have a qualified right to learn what information we obtain about you. You also have the right to request correction of any erroneous information. Although the information we obtain about you is confidential, in some cases we may disclose information to others but only to further the underwriting,

issuance and management of the specific product for which you are applying. We will furnish a more detailed summary of our information practices upon request.

Fair Credit Reporting Act Notice

As part of our evaluation of the application for insurance on your life, an investigative consumer report may be prepared whereby information is obtained through personal interviews with agencies, friends, neighbors or others with whom you are acquainted or who may have information about you. This report among other things may include information as to your character, general reputation, personal characteristics, health and mode of living, except as may be related directly or indirectly to your sexual orientation.

You have the right to request, and be granted, an interview in connection with the preparation of such investigative consumer report.

Upon your written request and within a reasonable period of time, you have the right to receive additional detailed information about the nature and scope of the investigation and to receive a copy of the report at your expense.

THIS MUST BE GIVEN TO THE INDIVIDUALS WHOSE LIVES ARE TO BE INSURED AND WHERE ANY SUCH INDIVIDUAL(S) IS A MINOR, TO THE PARENT OR LEGAL GUARDIAN OF SUCH INDIVIDUAL

(see over)

Medical Information Bureau Notice

Information regarding your insurability will be treated as confidential. We may however, make a brief report to the Medical Information Bureau. The Bureau is a non-profit membership organization of life insurance companies which operates an information exchange on behalf of its members for the purpose of protecting its members and their policyholders from bearing the expense created by those who would conceal facts relevant to their insurability. If another application for insurance on your life is made to another Bureau member for life or health insurance or if a claim is made to such a company, the Bureau, upon request, will furnish that company with information about you from its files.

We may also release information in our file to other life insurance companies to whom application is made for insurance on your life or health or to whom a claim for benefits may be submitted.

Upon your request the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of any information in the Bureau's files, you may seek correction from the Bureau as provided by the Fair Credit Reporting Act. The address of the Bureau's information office is: Post Office Box 105, Essex Station, Boston, Massachusetts 02112. Their telephone number is (617) 426-3660.

Authorization to INDUSTRIAL ALLIANCE PACIFIC INSURANCE AND FINANCIAL SERVICES INC. For PRE-AUTHORIZED CHECK Plan for Payment of Insurance Premiums

ATTACH VOID CHECK

I(We) hereby request the privilege of paying premiums to Industrial Alliance Pacific Insurance and Financial Services Inc. under the Company's Pre-Authorized Check Plan and hereby request the Company to draw checks for the purpose of paying said premiums on the account of:

(Print name of Depositor as shown on bank's records. If business account, include name of firm.)

(Print name of bank and branch)

(Print address of bank or branch where account is maintained)

(Routing No.)

PAC Withdrawal date (1st to 28th of the month only)

Subject to the following conditions:

- 1. A check shall be drawn on or about the premium due date, or if the Plan applies to more than one policy, to the earliest due date, in the month of deposit of the check.
2. If any check is not paid upon presentation and the premium is not paid with the grace period, the policy will lapse according to its terms.
3. The payment of premiums under this Plan may be discontinued by the Bank, the Company or the undersigned upon thirty (30) days' written notice.
4. If the Plan is terminated any premium then past due and premiums due thereafter, shall be payable directly to the Company in accordance with the premium rate and mode of payment provided in the policy.

Please Note: Important!

I am paying other premiums to you in this manner.

Policy Nos.

and desire to have one check drawn each month for all premiums.

- 1. Signature (Must be same as on file at bank)
2. Joint account signature
3. Name of depositor as it appears on bank records (Please Print)
4. Date

AUTHORIZATION TO HONOR PRE-AUTHORIZED CHECKS DRAWN BY INDUSTRIAL ALLIANCE PACIFIC INSURANCE AND FINANCIAL SERVICES INC.

Name of Depositor as it appears on Bank Records

To: Bank

Bank Address:

As a convenience to me, I hereby request and authorize you to pay and charge to my account checks drawn on my account by and payable to the order of Industrial Alliance Pacific Insurance and Financial Services Inc. provided there are sufficient collected funds in said account to pay the same upon presentation. I agree that your rights in respect to each check shall be the same as if it were a check drawn on you and signed personally by me. This authority is to remain in effect until revoked by me in writing, and until you actually receive such notice I agree that you shall be fully protected in honoring any such check.

I further agree that if any such check be dishonored, whether with or without cause and whether intentionally or inadvertently, you shall be under no liability whatsoever even though such dishonor results in the forfeiture of insurance.

(Date)

Bank Signature of Premium Payor

(If business account include name of firm)

(Checking Account No.)

(If joint account, include both signatures)

THERE IS AN INDEMNIFICATION AGREEMENT ON THE REVERSE SIDE.

TO THE BANK NAMED ON THE REVERSE SIDE:

In consideration of your compliance with the request and authorization of the depositor named on the reverse side, Industrial Alliance Pacific Insurance and Financial Services Inc. ("the Company") agrees that:

1. It will indemnify and hold you harmless from and against any claim or liability arising out of payment by you of any check drawn, or purporting to be drawn by the Company to its own order on the account of such depositor, or arising out of the dishonor by you, whether with or without cause or intentionally or inadvertently, or any such check whether or not the claim or liability asserted against you be based upon the forfeiture, or alleged forfeiture of the policy or policies the premium on which is sought to be collected by the Company by any such check.
2. It will refund to you any amount erroneously paid by you to the Company on any such check if claim for the amount of such erroneous payment is made by you within twelve months from the date of the check on which such erroneous payment was made.
3. It will defend at its own cost and expense any suit or proceeding which might be brought by said depositor or by any other persons because of your actions taken pursuant to said request and authorization or otherwise arising out of your participation in this plan of premium collection.
4. You may terminate your participation in this plan by giving 30 days written notice to this Company and to said depositor.

Industrial Alliance Pacific Insurance and Financial Services Inc.

Opening a new Pre-Authorized Check Account:

- Print full name of depositor as shown on the bank records, full name of the bank and branch, if any, and address of the bank or branch where account is located.
- **Attach a specimen check which includes:**
 1. Correct bank or branch bank transit number.
 2. Depositor's special checking account number.
- Total premiums for each Pre-Authorized Check Account must amount to at least \$10.00 each month.
- Pre-authorized checks should be drawn on a regular checking account. (Most banks will not allow our Pre-Authorized Check Plan on "Pay as You Check" accounts.)

Adding a new policy to a previously established Pre-Authorized Check Account:

- Write in "Details and Additional Instructions" section, a statement such as "include in present Pre-Authorized Check account of John F. Jones, premium payor". (Name must be exactly the same as shown in bank records.)

Bank Change:

- If premium payor changes banks, submit a fully completed bank authorization form and new VOID check.

Name Change:

- If the premium payor's name is changed, submit a new bank authorization form.

Notes, Additional Instructions and References:

CONDITIONAL PREMIUM RECEIPT Do not detach unless the full Modal Premium is paid with application.

Received from the undersigned _____ the sum of _____ (\$ _____) dollars as the full Modal Premium specified in the application to Industrial Alliance Pacific Insurance and Financial Services Inc. ("the Company") dated the same day as this receipt.

1. NO COVERAGE WILL BECOME EFFECTIVE PRIOR TO ISSUANCE OF THE POLICY APPLIED FOR UNLESS AND UNTIL ALL THE BELOW CONDITIONS OF THIS RECEIPT HAVE BEEN FULFILLED EXACTLY:
 - (a) The amount of payment taken with the application must be at least equal to the amount of the full first premium for the mode of payment selected in the application and for the amount of insurance which may become effective prior to issuance of the policy.
 - (b) All medical examinations, tests and questionnaires required by the Company must be completed and received at its home office within 60 days from the date of completion of Parts 1 and 2 of this application.
 - (c) As of the Effective Date, as defined below, each person proposed for insurance in this application must be a risk insurable in accordance with the Company's rules, limits and standards for the plan and the amount applied for without any modification either as to plan, amount, riders, supplemental agreements and/or the rate of premium paid. "Effective Date", as used herein is the later of: (a) the date of completion of Parts 1 and 2 of the application, or (b) the date of completion of all medical examinations, test and questionnaires required by the Company, or (c) the date of issue, if any, requested in the application.
 - (d) As of the Effective Date, the state of health and all factors affecting the insurability of each person proposed for insurance must be as stated in the application.
2. Subject to the conditions of paragraph 1, insurance, as provided by the terms and conditions of the policy applied for, but for an amount not exceeding that specified in paragraph 3, will become effective as of the Effective Date.
3. The total amount of insurance which may become effective on any person proposed for insurance prior to policy issuance shall not exceed \$250,000 of life insurance, including any accidental death insurance benefits.
4. If one or more of the conditions of paragraph 1 have not been fulfilled exactly, there shall be no liability on the part of the Company except to return the applicable payment in exchange for this Receipt.
5. NO AGENT OR ANY OTHER PERSON IS AUTHORIZED BY THE COMPANY TO WAIVE OR MODIFY IN ANY WAY THE PROVISIONS OF THIS CONDITIONAL RECEIPT.

If any of the conditions are not fulfilled exactly, the insurance will take effect when the policy is issued to the owner stated in the application; but only if at the time of such issuance there has been no change in insurability as represented in the application.

I acknowledge possession of this receipt and I certify that I have read it and the agreement in the application. The terms and conditions of this receipt, to which I agree, and the agreement in this application have been explained to me fully by the agent and I understand them.

Signed at _____ this _____ day of _____ 20____
City, State Month

Signature of Proposed Insured
(Parent or legal guardian if Proposed Insured is under 16)

Signature of Policyowner (If Other than Proposed Insured)

Signature of Licensed Agent (Witness)

WAIVER OF SPECIFIED PREMIUM BENEFIT RIDER

This Rider is part of the Policy to which it is attached. The premium is shown on the Policy Data Pages of the Policy. Except as stated in this Rider, all other Policy provisions apply.

While this Rider is In Force, upon due Written proof of Total Disability, We will waive the premium specified on Your Policy Data Pages. This benefit amount will be credited to the Policy Value and will have the same effect on the Policy Value as if it had been paid to Us on the Monthly Anniversary.

You may continue to pay premiums while a benefit is being paid under the terms of this Rider.

Rider Effective Date and Rider Issue Date. The "Rider Effective Date" and the "Rider Issue Date" for this Rider are shown on the Policy Data Pages. Rider years, months and anniversaries are determined from the Rider Effective Date.

Total Disability. Total Disability means an injury or sickness of the Insured which requires the regular care and personal attendance of a registered physician and which totally and continuously disables and prevents the Insured from performing every duty of any occupation for which such person is or may become reasonably fitted by reason of such person's education, training, or experience.

If an Insured becomes Totally Disabled while this Rider is in force, the specified premium will be waived retroactively from the date of Total Disability after four months of continuous Total Disability, provided that:

1. Total Disability has occurred before the Insured's 60th birthday; and
2. Written notice and proof of Total Disability has been received by the Company within 12 months after the date the Insured became Totally Disabled; otherwise, the period for which premiums are waived retroactively will not exceed 12 months; and
3. if the Total Disability begins during the Grace Period, the specified premium falling due immediately before such Total Disability begins will also be waived.

Recurrence of Total Disability. A recurrence of Total Disability within six months after the termination of a previous period of Total Disability will be deemed a continuation of the previous Total Disability if it is due to the same or related causes. The Company must receive Written notice and proof satisfactory to the Company of the recurrence within twelve months after its recurrence.

If such disability ceases, and the Insured files a later claim for Total Disability, the later claim(s) will be considered entirely separate from any earlier claim(s).

Cessation of Benefits. Any benefit paid under this waiver will cease on the earliest of the following dates:

1. the date the Insured is no longer Totally Disabled; or
2. the date the Insured fails to provide Written proof satisfactory to the Company of the continuance of Total Disability, within the time prescribed by the Company; or
3. the date of any medical examination arranged by the Company if the Insured fails to submit to such examination.

Automatic Termination. This Rider will automatically terminate when the Policy terminates or on the date of the Insured's 60th birthday.

Exclusions. No premiums will be waived under this Rider if Total Disability:

1. is caused or contributed to directly or indirectly by an injury or sickness that is intentionally self-inflicted; or
2. results from participation in insurrection or a criminal act; or
3. began before the Rider Effective Date.

Incontestability. This Rider will be incontestable, except for nonpayment of premiums, after it has been in force without the occurrence of Total Disability of the Insured for a period of two years from this Rider's Issue Date or from the date of the latest reinstatement.

Notice of Proof of Disability. Written notice of Total Disability must be given to Us at our Home Office during the lifetime of the Insured and the continuance of such disability. We may waive this requirement if it can be shown that notice was given when reasonably possible. Sufficient proof of such disability must be submitted to Us at our Home Office. At any later time We may require at reasonable intervals, proof satisfactory to Us of the continuance of such disability. At our option, proof may include an examination of the Insured by a medical examiner designated by Us. We will pay the cost of any medical examination required by Us. We will not require proof more than once each year after such disability has continued for 2 full years.

Cancellation. Upon Your Written request, this Rider may be canceled on any premium due date.

Consideration. We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. A copy of the application is attached to the Policy. When this Rider terminates such premium will no longer be payable.

[Industrial Alliance Pacific Insurance and Financial Services Inc.] has issued this Rider as part of the Policy to which it is attached. The provisions of the Policy apply except to the extent they are changed by the provisions of this Rider.



SECRETARY



PRESIDENT

WAIVER OF MONTHLY DEDUCTION BENEFIT RIDER

This Rider is part of the Policy to which it is attached. The premium is shown on the Policy Data Pages of the Policy. Except as stated in this Rider, all other Policy provisions apply.

Upon due Written proof of Total Disability while this Rider is In Force, the Monthly Deduction will be waived. This Rider provides that the Monthly Deduction will be waived retroactively from the date of Total Disability after four months of continuous Total Disability, provided that:

1. Total Disability has occurred before the Insured's 60th birthday; and
2. Written notice and proof of Total Disability has been received by the Company within 12 months after the date the Insured became Totally Disabled; otherwise, the period for which premiums are waived retroactively will not exceed 12 months.

If the Insured becomes Totally Disabled during the Grace Period any Monthly Deduction that was charged which should have been waived under this rider will be refunded. Any Monthly Deduction falling due immediately before such Total Disability began will also be waived.

Rider Effective Date and Rider Issue Date. The "Rider Effective Date" and the "Rider Issue Date" for this Rider are shown on the Policy Data Pages. Rider years, months and anniversaries are determined from the Rider Effective Date.

Total Disability. Total Disability is an injury or sickness for which the Insured requires the regular care and personal attendance of a registered physician. The Insured becomes totally and continuously disabled and is prevented from performing every duty of any occupation for which the Insured is or may become reasonably fitted by reason of education, training, or experience.

Recurrence of Total Disability. If a recurrence of Total Disability occurs within six months after the cessation of a previous period it will be deemed a continuation of the previous Total Disability if it is due to the same or related causes. The Company must receive Written notice and proof satisfactory to the Company of the recurrence within twelve months.

If such Total Disability has ceased, and the Insured later files a claim for Total Disability, the later claim(s) will be considered entirely separate from any earlier claim(s).

Cessation of Benefits. Any benefits being paid under this waiver will cease on the earliest of:

1. Totally Disabled has ceased; or
2. when the Insured has failed to provide Written proof satisfactory to Us of continuance of Total Disability, within the time prescribed; or
3. when the Insured fails to submit to any medical examination arranged by the Company.

Exclusions. The Monthly Deduction will not be waived under this Rider if Total Disability:

1. is caused or contributed to directly or indirectly by an injury or sickness that is intentionally self-inflicted; or
2. results from participation in insurrection or a criminal act; or
3. began before the Rider Effective Date.

Notice of Proof of Disability. Written notice of Total Disability must be given to Us at our Home Office during the lifetime of the Insured and the continuance of such disability. We may waive this requirement if it can be shown that notice was given when reasonably possible. Sufficient proof of such disability must be submitted to Us at our Home Office. At any later time We may require at reasonable intervals, proof satisfactory to Us of the continuance of such disability. At our option, proof may include an examination of the Insured by a medical examiner designated by Us. We will pay the cost of any medical examination required by Us. We will not require proof more than once each year after such disability has continued for 2 full years.

Automatic Termination. This Rider will automatically terminate when the Policy terminates or on the date of the Insured's 60th birthday.

Incontestability. This Rider will be incontestable, except for nonpayment of premiums, after it has been in force without the occurrence of Total Disability of the Insured for a period of two years from this Rider's Issue Date or from the date of the latest reinstatement.

Cancellation. Upon Your Written request, this Rider may be canceled on any premium due date.

Consideration. We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. A copy of the application is attached to the Policy. The premium for this Rider is shown on the Policy Data Pages. It is payable as provided in the Policy. When this Rider terminates such premium will no longer be payable.

[Industrial Alliance Pacific Insurance and Financial Services Inc.] has issued this Rider as part of the Policy to which it is attached. The provisions of the Policy apply except to the extent they are changed by the provisions of this Rider.



A handwritten signature in cursive script, appearing to read "J. A. Brothers", enclosed within a rectangular box.

SECRETARY



A handwritten signature in cursive script, appearing to read "J. Horne", enclosed within a rectangular box.

PRESIDENT

CHILDREN'S INSURED BENEFIT RIDER

This Rider is part of the Policy to which it is attached. The premium is shown on the Policy Data Page of the Policy. Except as stated in this Rider, all other Policy provisions apply.

Children's Insured Benefit. Each unit purchased under this Rider provides for \$1,000 of term insurance on the life of every Insured Child. The number of units is shown on the Policy Data Pages. While this Rider is In Force, upon due Written proof of the death of an Insured Child this benefit will be paid.

Insured Child. An "Insured Child" means a child of the insured, a child of the Insured's spouse, a child legally adopted by the Insured whose name is on the application or who was born or legally adopted after the date on which the application was signed. An Insured Child must be at least 15 days old and less than 25 years of age.

Effective Date and Issue Date. The "Rider Effective Date" and the "Rider Issue Date" for this Rider are shown on the Policy Data Pages.

Automatic Termination. This Rider will automatically terminate:

1. At the Policy Anniversary nearest the Insured's 65th birthday;
2. At the death of the Insured subject to the provisions for Paid-Up Term Insurance;
3. If the Policy has been surrendered or terminated; or
4. When there are no more Insured Children.

Reinstatement. Any reinstatement of this Rider will be subject to evidence of insurability, satisfactory to Us, of each Insured Child whose coverage is to be reinstated.

Incontestability. This Rider will be incontestable as to any Insured Child after it has been In Force for 2 years from the Rider Issue Date, unless the Rider has terminated.

Misstatement of Age. If the date of birth of an Insured Child has been misstated, any amount payable will be determined according to the correct date of birth of that Insured Child.

Paid-up Term Insurance in Event of Insured's Death. If the Insured dies while this Rider is In Force, the term insurance on the life of each Insured Child will automatically become paid-up. A term insurance certificate will be issued on the life of each Insured Child and will terminate when they turn 25.

Conversion Provision. You may convert the term insurance on each Insured Child. You must notify Us In Writing of Your request. A new Policy will be issued without proof of insurability of each such Insured Child, provided that:

1. the Policy and the Rider are In Force; and
2. the request for conversion is made within the 31 days prior to the date that such Insured Child's coverage is due to expire and during such Insured Child's lifetime.

Conversion will be subject to the following conditions:

1. The face amount of the new policy:
 - a) may not exceed 5 times Children's Insured Benefit; and
 - b) may not be less than Our published minimum for the plan selected.
2. The new policy:
 - a) may be any non-participating whole life or endowment plan then being issued by Us;
 - b) will have the same class of risk as this Rider;
 - c) will provide that the respective periods of its suicide and incontestability provisions will be measured from the Rider Issue Date;
 - d) premium rate will be at the Insured Child's attained age on the new policy's effective date; and
 - e) effective date will be the date of conversion.

Cancellation. Upon Your Written request, this Rider may be canceled on any premium due date.

Consideration. We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. A copy of the application is attached to the Policy. The premium for this Rider is shown on the Policy Data Pages. It is payable as provided in the Policy. When this Rider terminates such premium will no longer be payable.

[Industrial Alliance Pacific Insurance and Financial Services Inc.] has issued this Rider as part of the Policy to which it is attached. The provisions of the Policy apply except to the extent they are changed by the provisions of this Rider.

A handwritten signature in cursive script, enclosed within a rectangular box. The signature appears to read "D. Brothers".

SECRETARY

A handwritten signature in cursive script, enclosed within a rectangular box. The signature appears to read "J. Brown".

PRESIDENT

ADDITIONAL INSURED BENEFIT RIDER

This Rider is part of the Policy to which it is attached. The premium is shown on the Policy Data Pages of the Policy. Except as stated in this Rider, all other Policy provisions apply.

This Rider provides for term insurance on the life of the Additional Insured. Upon due Written proof of the death of the Additional Insured, We will pay the Additional Insured Benefit.

Additional Insured. Is the person named as such in the application for this Rider.

Additional Insured Benefit. The Additional Insured Benefit is the amount of term insurance that is shown on the Policy Data Pages.

Effective Date and Issue date. The "Effective Date" and the "Issue Date" for this Rider are shown on the Policy Data Pages. Rider years, months and anniversaries are determined from the Rider Effective Date.

Age. The attained age of the Additional Insured is their age at the beginning of the Rider year.

Incontestability. This Rider will be incontestable after it has been in force during the Additional Insured's lifetime for 2 years from its Issue Date, unless the Rider has terminated. The 2-year contestable period applies to any increase in Additional Insured Benefit from the effective date of such increase.

Suicide. If the Additional Insured commits suicide, while sane or insane, within 2 years from the:

1. Issue Date of this Rider, We only refund the premiums paid for the Rider; or
2. effective date of an increase in Additional Insured Benefit, We only refund the cost of insurance for that increase.

Additional Insured Benefit Changes. You may change the Additional Insured Benefit after the first Rider anniversary. Your request must be In Writing.

An increase in the Additional Insured Benefit will require our approval. Evidence of insurability satisfactory to Us must be provided. An increase:

1. Will increase the Minimum Premium; and
2. Will be subject to a new suicide and incontestable period.

A decrease in the Additional Insured Benefit:

1. Will decrease the Minimum Premium
2. Will be limited to one per Rider year;
3. Will be applied first to any past increases in the reverse order in which they occurred;
4. May not reduce the Additional Insured Benefit to less than \$10,000.

The change will be effective on the Monthly Anniversary on or next following our approval.

Rider Premium. Premiums are shown in the Rider Annual Premiums Table on Your Policy Data Pages. For each Policy Year after the "Premium Guarantee Period" set out on Your Policy Data Pages, we reserve the right to change the "Current Premium" set out in the Table. The premium may be more or less than that set out, but the "Current Premium" will never be more than the "Guaranteed Maximum Premium" set out in the Table. Before each Policy Year, we will send to you at your last known address recorded with us, written notice of the premium due for the next Policy Year.

Automatic Termination. This Rider will automatically terminate:

1. If the Policy is surrendered or terminated; or
2. If the Policy matures; or
3. Upon conversion as provided in the "Conversion" provision set out below; or
4. At the death of the Insured.

Cancellation. Upon Your Written request, this Rider may be cancelled on any Monthly Anniversary.

Reinstatement. Any reinstatement of this Rider is subject to evidence of insurability, satisfactory to Us, of the Additional Insured whose coverage is to be reinstated.

Misstatement of Age or Sex. If the Additional Insured's age or sex is misstated, We will change the Rider benefits to what the Rider premiums would have bought at Additional Insured's true age or sex.

Non-Forfeiture. This Rider has no Non-Forfeiture value. It will not be used in determining any values under the Policy.

Conversion Provision. You may convert this Rider to a new policy on the life of the Additional Insured without evidence of the Additional Insured's insurability. You must notify Us In Writing of Your request. This conversion option can only be used while the Policy and this Rider are In Force. Conversion will be subject to the following conditions:

1. The face amount of the new policy:
 - a) may not exceed the Additional Insured Benefit at the date of conversion; and
 - b) may not be less than our published minimum for the plan selected.

2. The new policy:
 - a) may be any non-participating whole life or endowment plan then being issued by Us;
 - b) ~~will~~ have the same class of risk as this Rider;
 - c) will provide that the respective periods of its "Suicide" and "Incontestability" provisions will be measured from the Issue Date of this Rider;
 - d) premium rate will be at the Additional Insured's attained age on the new policy's effective date; and
 - e) effective date will be the date of conversion.

If the Insured dies while this Rider is In Force, You may convert this Rider. We must receive Written notice within 60 days following the Insured's death. You have the additional option of choosing a term life policy then being issued by Us. All other conversion provisions will apply.

Consideration. We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. A copy of the application is attached to the Policy. When this Rider terminates such premium will no longer be payable.

[Industrial Alliance Pacific Insurance and Financial Services Inc]. has issued this Rider as part of the Policy to which it is attached. The provisions of the Policy apply except to the extent they are changed by the provisions of this Rider.

[]

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SECRETARY

PRESIDENT

ACCIDENTAL DEATH BENEFIT RIDER

This Rider is part of the Policy to which it is attached. The premium is shown on the Policy Data Pages of the Policy. Except as stated in this Rider, all other Policy provisions apply.

Upon receipt of due Written proof that the Insured died from an Accidental Death We will pay the Accidental Death Benefit. The amount of the Accidental Death Benefit is shown on the Policy Data Pages.

Accidental Death. Accidental Death means the death of the Insured occurring within 365 days of an Accident. Such Accident must occur while this rider is In Force. The death must be as a result of the Accident directly and independently of any other causes. Death cannot be caused or contributed either directly or indirectly by any physical or mental illness or disease or treatment for the illness or disease.

Accident. An Accident is defined as an unforeseen and unintended event that is not the result of any fault or misconduct on part of the Insured.

Exclusions from Coverage. No amount will be payable under this rider if the Insured's death results from:

1. Any poison, gas, fumes, drug, or sedative that was voluntarily taken, injected, or inhaled, by the Insured (other than as a result of an occupational accident, or unless administered by or taken on the advice of a duly licensed physician);
2. Bodily infirmity, infection, or disease, except those conditions which are caused or sustained through an Accident;
3. The Insured committing or attempting to commit, an assault or a felony;
4. Service, travel, or flight in any kind of aircraft except as a passenger;
5. Duties or purpose in any way connected with descent from an aircraft in flight; or
6. Participation in insurrection.

We will have the right to examine the body of the Insured and to make an autopsy, at Our expense, unless prohibited by law.

Automatic Termination. This Rider automatically terminates:

1. At the Policy Anniversary nearest the Insured's 65th birthday;
2. If the Policy has been surrendered or terminated.

Cancellation. Upon Your written request, this Rider may be cancelled on any premium due date relating to this Rider as set out on the Policy Data Pages.

Consideration. We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. A copy of the application is attached to the Policy. When this Rider terminates such premium will no longer be payable.

[Industrial Alliance Pacific Insurance and Financial Services Inc.] has signed this rider as part of the Policy to which it is attached.



SECRETARY



PRESIDENT

SERFF Tracking Number: FRCS-125791686 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 40103
Financial Services Inc.
Company Tracking Number: 4884
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Secure Life
Project Name/Number: IAPINS/62/62

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

08/26/2008

Comments:

Attachments:

AR COC.pdf
Authorization-dist.pdf
AR RDB.pdf
AR reg 19.pdf

Review Status:

Satisfied -Name: Compliant Notice

08/26/2008

Comments:

Attachment:

AR Complaint Notice.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Industrial Alliance Pacific Insurance and Financial Services Inc.

Form Title(s): Individual Flexible Premium Adjustable Life Policy, Individual Flexible Premium Adjustable Life Application, Individual Waiver of Specified Premium Rider, Individual Waiver of Monthly Deduction Rider, Individual Children's Insurance Benefit Rider, Individual Additional Insured Rider, Individual Accidental Death Benefit Rider

Form Number(s): POL-2200, FORM 9765-AR, R-UL-WSP (07/07), R-UL-WMD (07/07), R-UL-CIBR (07/07), R-UL-AI (07/07), R-UL-ADB (02/08)

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 34.



Michael L. Stickney
Executive Vice-President, U.S. Development

May 29, 2008
Date

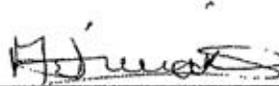
To The Insurance Commissioner

February 5, 2008

AUTHORIZATION

This letter, or a copy thereof, authorizes the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, and its employees, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.



Industrial Alliance Pacific Insurance and
Financial Services Inc.

By: Alnoor Jiwani

Title: VP Information Services

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: Industrial Alliance Pacific Insurance and Financial Services Inc.

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

Form Number	Score
POL-2200	52.6
FORM 9765-AR	43
R-UL-WSP (07/07)	47.5
R-UL-WMD (07/07)	47.4
R-UL-CIBR (07/07)	58.7
R-UL-AI (07/07)	54.9
R-UL-ADB (02/08)	55.5



Michael L. Stickney
Executive Vice-President, U.S. Development

May 29, 2008

Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

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I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Michael L. Stickney
Executive Vice-President, U.S. Development

May 29, 2008

Date



INDUSTRIAL ALLIANCE PACIFIC INSURANCE AND FINANCIAL SERVICES INC.
P.O. Box 8118, Blaine, WA 98231-8118, Tel: (604) 734-1667
PHONE (604)737-3812
FAX (604)737-3884

If you have any questions or concerns regarding your policy, please contact us at:

IAP Insurance
P.O. Box 8118
Blaine, WA 98231-8118,
1-888-681-9201 (toll-free)

Or your agent at:

Agent Name
Agent address
Agent City, State and Zip
Agent Telephone Number

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
1-800-852-5494 (toll-free)
504-371-2640