

SERFF Tracking Number: LLNS-126035901 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 41675
Company Tracking Number: 620
TOI: L04I Individual Life - Term Sub-TOI: L04I.103 Renewable - Single Life -
Fixed/Indeterminate Premium
Product Name: Return of Premium Term Life Insurance
Project Name/Number: Return of Premium Term Life Insurance/620

Filing at a Glance

Company: Illinois Mutual Life Insurance Company

Product Name: Return of Premium Term Life Insurance SERFF Tr Num: LLNS-126035901 State: Arkansas

TOI: L04I Individual Life - Term SERFF Status: Closed-Approved- Closed State Tr Num: 41675

Sub-TOI: L04I.103 Renewable - Single Life - Fixed/Indeterminate Premium Co Tr Num: 620 State Status: Approved-Closed

Filing Type: Form

Author: Jennifer Roseboom

Date Submitted: 02/26/2009

Reviewer(s): Linda Bird

Disposition Date: 03/02/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Return of Premium Term Life Insurance

Project Number: 620

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/02/2009

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 03/02/2009

Created By: Jennifer Roseboom

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jennifer Roseboom

Filing Description:

Ref: Illinois Mutual Life Insurance Company

NAIC #64580; FEIN 37-0344290

RE: Form 620 - Renewable Level Benefit Term Endowment Policy

The enclosed is a new life policy is submitted for your review and approval. This policy will be illustrated. These policies

SERFF Tracking Number: LLNS-126035901 State: Arkansas
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Fixed/Indeterminate Premium
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will be marketed through licensed agents.

Form 620 is a Renewable Level Benefit Term Endowment Policy. The policy is a 15, 20 or 30 year level premium term life insurance policy at the option of the applicant. The premium is guaranteed for the initial term period selected. The policy provides cash values until the end of the initial term period. The cash value is paid to the policyowner at the end of the initial term period. After the cash value is paid, the policy may continue with payment of an increasing premium but there will be no further cash values after the initial term period. This is a participating policy.

Issue ages are 18-65 for 15-year Term; 18-60 for 20-year Term; and 18-50 for 30-year Term (Age Last Birthday).

Application Form 5409(AR) which was previously approved by your department on July 24, 1997 will be used to underwrite this policy. The policy will automatically include at no premium charge the Accelerated Death Benefit Rider Form 5357 which was approved by your department on January 6, 1994.

The following additional Optional Benefit Riders will be available for sale with this policy along with dates of rider approval:

Optional Benefit Riders	Form #	Approval Date
Child Insurance Rider	5235	10/12/1988
Waiver of Premium	491-R(A)	03/08/1988

The Actuarial Memorandums and a readability certificate for these forms are enclosed.

Company and Contact

Filing Contact Information

David Storlie, Vice President and General Counsel
300 SW Adams Street
Peoria, IL 61634
dcstorlie@illinoismutual.com
309-674-8255 [Phone] 426 [Ext]
309-674-2076 [FAX]

Filing Company Information

Illinois Mutual Life Insurance Company	CoCode: 64580	State of Domicile: Illinois
300 SW Adams Street	Group Code: -99	Company Type:
Peoria, IL 61634	Group Name:	State ID Number:
(309) 674-8255 ext. [Phone]	FEIN Number: 37-0344290	

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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Illinois Mutual Life Insurance Company	\$50.00	02/26/2009	25988504

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	03/02/2009	03/02/2009

SERFF Tracking Number: LLNS-126035901 *State:* Arkansas
Filing Company: Illinois Mutual Life Insurance Company *State Tracking Number:* 41675
Company Tracking Number: 620
TOI: L04I Individual Life - Term *Sub-TOI:* L04I.103 Renewable - Single Life -
Fixed/Indeterminate Premium

Product Name: Return of Premium Term Life Insurance
Project Name/Number: Return of Premium Term Life Insurance/620

Disposition

Disposition Date: 03/02/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.



A Mutual Life Insurance Company

WE AGREE TO PAY the face amount to the beneficiary upon receipt of due proof that the Insured's death occurred prior to the Final Expiry Date. Payment will be made only if this Policy is in force on the date of the Insured's death.

THE CONSIDERATION for this Policy is the application and the payment in advance of the Premium shown in the Policy Schedule. The first premium is due on the Date of Policy. Later premiums are due according to the mode of premium payment chosen. A copy of the application is attached to and made a part of this Policy.

The first term period begins on the Date of Policy and extends to the end of the term selected, as described in the Policy Schedule. After the Initial Expiry Date, one-year renewal term periods will be allowed until the Policy Anniversary next after the Insured's 95th birthday. Each one-year renewal term period begins on a Policy Anniversary. A term period does not include the Policy Anniversary at the end of the term.

This Policy terminates on the Final Expiry Date.

If premiums are paid to the end of each term period, this Policy may be renewed without evidence of insurability for the additional term periods for which premiums are shown on the Policy Schedule. At the end of each term period except the last, a period of 31 days is allowed for renewal. If the Insured dies during such 31 day period and this Policy has not been converted, the Policy will be renewed automatically and a monthly premium will be deducted from the benefits paid.

NOTICE OF THIRTY-DAY RIGHT TO EXAMINE POLICY

Within 30 days after delivery to the Owner, this Policy may be surrendered by mailing or bringing it to our Home Office or to the agent who sold this Policy. We shall then return to the Owner the premium that the Owner paid. This Policy will then be deemed void from the Date of Policy.

This Policy is signed and issued at our Home Office in Peoria, Illinois, as of the Date of Policy.


Secretary


President

**Renewable Level Benefit Term Endowment Policy
Convertible Through The Earlier Of The Initial Expiry Date,
The 20th Policy Year, Or Age 70
Participating**

Illinois Mutual Life Insurance Company
Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 309.674.8255

RENEWABLE LEVEL BENEFIT TERM ENDOWMENT POLICY
Form 620 (AR)

This Policy is a legal contract between the Policyowner and Illinois Mutual Life Insurance Company.

READ YOUR POLICY CAREFULLY

This LIFE INSURANCE Policy provides death protection for as long as you live. Premiums for this contract are payable as shown on the Schedule page.

ALPHABETIC GUIDE TO YOUR POLICY

	Page		Page
Age at Issue Date	Schedule Page	Loans	6
Amount of Insurance	Schedule Page	Misstatement of Age or Gender	4
Beneficiary	5	Nonforfeiture Values	7
Cash Values	7	Ownership and Control	5
Change of Beneficiary	5	Paid-Up Insurance	8
Control During Minority	5	Premium Default	4
Date of Policy	Schedule Page	Premium Payments	4
Deferment	4	Reinstatement	4
Dividends	5	Right to Examine Policy	1
Grace Period	4	Settlement Options	8
Incontestability	4	Suicide	4
Insured	Schedule Page	Surrender Value and Nonforfeiture Provisions	8

ADDITIONAL BENEFITS

The additional benefits, if any, listed on the Schedule of Benefits are described in the additional benefit agreements that follow the last page of the Policy.

POLICY SCHEDULE (CONTINUED)

PREMIUMS FOR EACH POLICY YEAR ARE SHOWN BELOW. THE PREMIUM SHOWN BELOW UNDER THE COLUMN "BASIC PREMIUM" IS THE PREMIUM THAT WE WILL CHARGE FOR EACH POLICY YEAR FOR THE TERM LIFE INSURANCE BENEFIT UNDER THIS POLICY. ALL PREMIUMS SHOWN ARE GUARANTEED AS LONG AS THIS POLICY REMAINS INFORCE FOR THE AMOUNT OF TERM LIFE INSURANCE SHOW ON THIS SCHEDULE.

THE FOLLOWING TABLE OF "TOTAL PREMIUM" INCLUDES THE FOLLOWING ADDITIONAL BENEFITS:

CHILD'S INSURANCE RIDER: \$60.00 ANNUALLY
DISABILITY WAIVER OF PREMIUM: 8% OF THE BASIC PREMIUM (INCLUDING THE CHILD'S INSURANCE RIDER PREMIUM)

TABLE OF PREMIUMS
ANNUAL PREMIUMS PAYABLE EACH POLICY YEAR:

POLICY YEAR BEGINNING	BASIC PREMIUM**	TOTAL PREMIUM
7/1/2009	\$462.00	\$563.76
7/1/2010	\$462.00	\$563.76
7/1/2011	\$462.00	\$563.76
7/1/2012	\$462.00	\$563.76
7/1/2013	\$462.00	\$563.76
7/1/2014	\$462.00	\$563.76
7/1/2015	\$462.00	\$563.76
7/1/2016	\$462.00	\$563.76
7/1/2017	\$462.00	\$563.76
7/1/2018	\$462.00	\$563.76
7/1/2019	\$462.00	\$563.76
7/1/2020	\$462.00	\$563.76
7/1/2021	\$462.00	\$563.76

** PREMIUM MAY CHANGE BASED ON ADDITION OR TERMINATION OF RIDERS.

POLICY SCHEDULE (CONTINUED)

**TABLE OF PREMIUMS
ANNUAL PREMIUMS PAYABLE EACH POLICY YEAR:**

POLICY YEAR BEGINNING	BASIC PREMIUM**	TOTAL PREMIUM
7/1/2022	\$462.00	\$563.76
7/1/2023	\$462.00	\$563.76
7/1/2024	\$462.00	\$563.76
7/1/2025	\$462.00	\$563.76
7/1/2026	\$462.00	\$563.76
7/1/2027	\$462.00	\$563.76
7/1/2028	\$462.00	\$563.76
7/1/2029	\$1,746.00	\$1,950.48
7/1/2030	\$1,944.00	\$2,164.32
7/1/2031	\$2,136.00	\$2,371.68
7/1/2032	\$2,328.00	\$2,579.04
7/1/2033	\$2,553.00	\$2,822.04
7/1/2034	\$2,826.00	\$2,886.00
7/1/2035	\$3,159.00	\$3,219.00
7/1/2036	\$3,546.00	\$3,606.00
7/1/2037	\$3,969.00	\$4,029.00
7/1/2038	\$4,410.00	\$4,470.00
7/1/2039	\$4,869.00	\$4,929.00
7/1/2040	\$5,334.00	\$5,394.00
7/1/2041	\$5,820.00	\$5,880.00
7/1/2042	\$6,333.00	\$6,393.00
7/1/2043	\$6,909.00	\$6,969.00

** PREMIUM MAY CHANGE BASED ON ADDITION OR TERMINATION OF RIDERS.

POLICY SCHEDULE (CONTINUED)

TABLE OF PREMIUMS
ANNUAL PREMIUMS PAYABLE EACH POLICY YEAR:

POLICY YEAR BEGINNING	BASIC PREMIUM**	TOTAL PREMIUM
7/1/2044	\$7,581.00	\$7,581.00
7/1/2045	\$8,397.00	\$8,397.00
7/1/2046	\$9,351.00	\$9,351.00
7/1/2047	\$10,356.00	\$10,356.00
7/1/2048	\$11,436.00	\$11,436.00
7/1/2049	\$12,612.00	\$12,612.00
7/1/2050	\$13,938.00	\$13,938.00
7/1/2051	\$15,480.00	\$15,480.00
7/1/2052	\$17,271.00	\$17,271.00
7/1/2053	\$19,278.00	\$19,278.00
7/1/2054	\$21,516.00	\$21,516.00
7/1/2055	\$23,949.00	\$23,949.00
7/1/2056	\$26,526.00	\$26,526.00
7/1/2057	\$29,340.00	\$29,340.00
7/1/2058	\$32,469.00	\$32,469.00
7/1/2059	\$35,949.00	\$35,949.00
7/1/2060	\$39,777.00	\$39,777.00
7/1/2061	\$43,914.00	\$43,914.00
7/1/2062	\$48,312.00	\$48,312.00
7/1/2063	\$52,926.00	\$52,926.00
7/1/2064	\$57,522.00	\$57,522.00
7/1/2065	\$62,046.00	\$62,046.00

** PREMIUM MAY CHANGE BASED ON ADDITION OR TERMINATION OF RIDERS.

POLICY SCHEDULE (CONTINUED)

**TABLE OF PREMIUMS
ANNUAL PREMIUMS PAYABLE EACH POLICY YEAR:**

POLICY YEAR BEGINNING	BASIC PREMIUM**	TOTAL PREMIUM
07/01/2066	7/1/2066	\$66,786.00
07/01/2067	7/1/2067	\$71,784.00
07/01/2068	7/1/2068	\$77,049.00
07/01/2069	FINAL EXPIRY DATE	FINAL EXPIRY DATE

** PREMIUM MAY CHANGE BASED ON ADDITION OR TERMINATION OF RIDERS.

TABLE OF NONFORFEITURE VALUES

POLICY NUMBER: 0000001	INSURED: JOHN J. DOE
DATE OF POLICY: 07/01/09	FACE AMOUNT: \$100,000
INSURANCE CLASS: PREFERRED NONTOBACCO	AGE/SEX: 35/MALE
RATING CLASS: STANDARD	

END OF POLICY YEAR	CASH OR LOAN VALUE	REDUCED PAID UP INSURANCE	DEATH BENEFIT
1	0	0	100,000
2	0	0	100,000
3	0	0	100,000
4	16	93	100,000
5	394	2,202	100,000
6	792	4,244	100,000
7	1210	6,217	100,000
8	1,650	8,132	100,000
9	2,113	9,992	100,000
10	2,602	11,810	100,000
11	3,116	13,579	100,000
12	3,658	15,311	100,000
13	4,230	17,008	100,000
14	4,833	18,667	100,000
15	5,469	20,292	100,000
16	6,140	21,889	100,000
17	6,849	23,466	100,000
18	7,600	25,036	100,000
19	8,396	26,605	100,000
20	9,240	28,181	100,000
21 & LATER	0	0	100,000

NOTE: ALL GUARANTEED CASH SURRENDER VALUES EQUAL THE MINIMUM VALUES BASED ON THE 1980 AMENDMENT OF THE STANDARD NONFORFEITURE LAW. SUCH GUARANTEED CASH SURRENDER VALUES ARE CALCULATED USING THE 2001 CSO MORTALITY TABLE, AGE LAST BIRTHDAY, MALE OR FEMALE, TOBACCO OR NONTOBACCO, AS APPROPRIATE. THE INTEREST RATE IS BASED ON AN ANNUAL EFFECTIVE RATE OF 5%. CALCULATIONS ASSUME THE ANNUAL PAYMENT OF PREMIUMS AND THAT DEATHS OCCUR AT THE END OF THE POLICY YEAR.

DEFINITIONS

BENEFICIARY. The person(s) who is (are) named in the application or by later designation to receive the face amount of this Policy.

EVIDENCE OF INSURABILITY. Information about an Insured which is used to approve or reinstate this Policy or any Supplemental Benefit(s).

EXPIRY DATES. The Initial Expiry Date as stated in the Policy Schedule. Subsequent expiry dates will occur at the end of each one year renewable term period. The Final Expiry Date is stated in the Policy Schedule.

GRACE PERIOD. The 31 days following the premium due date.

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

POLICY ANNIVERSARY. The same month and day as the Date of Policy for each succeeding year this Policy remains in force.

POLICY YEAR. A one-year period of time starting on successive Policy Anniversaries, with the first Policy Year starting on the Date of Policy.

RATE CLASS. The mortality or morbidity classifications assigned to the Insured under this Policy.

REINSTATE. To restore coverage after this Policy has lapsed.

WE, OUR, US. Illinois Mutual Life Insurance Company, Peoria.

DEATH BENEFIT

On the Insured's death, we will pay the death proceeds to the rightful Beneficiary. The death proceeds shall equal:

- (1) the Amount of Insurance as shown on the Policy Schedule, plus
- (2) any insurance on the life of the Insured provided by policy riders; plus
- (3) any dividend credits, dividend accumulations or paid-up additions; less
- (4) any Policy debt, less
- (5) the premium not paid if the Insured dies during the grace period.

Premiums paid for any period beyond the end of the policy month in which death occurred will be paid to the beneficiary unless due to some other person pursuant to contract provisions.

Interest will be paid on the death proceeds and any unearned premium at the rate of eight percent (8%) per year from the date of the insured's death if payment is not made within 30 days after proof of the insured's death has been received by us.

ENDOWMENT BENEFIT

We will pay the Cash Surrender Value of this policy to the Owner on the Initial Expiry Date shown in the Policy Schedule if the Insured is living on that date and this policy is in force. If the Insured dies prior to the Initial Expiry Date, no Cash Surrender Value will be paid.

GENERAL PROVISIONS

THE CONTRACT. This Policy and its application, a copy of which is attached hereto and made a part hereof, form the entire contract between the parties. All statements made by the Insured or the Applicant

GENERAL PROVISIONS (cont.)

shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall avoid the Policy or be used in defense of a claim hereunder unless it is contained in such application. No changes in the Policy and no waiver of any of its terms shall be valid unless made in writing by us and signed by our Secretary or by one of our Vice Presidents.

INCONTESTABILITY. This Policy shall not be contestable if it has been in force during the lifetime of the Insured for 2 years from the Date of Policy. This provision shall not apply to nonpayment of premiums or to any provisions granting extra benefits in case of accidental death or total disability.

PREMIUM PAYMENTS. All premiums shall be payable in advance either at our Home Office or to our agent upon delivery of a receipt signed by our President or Secretary and countersigned by our agent. If any premium is not paid when due such premium shall be in default. At the expiration of the grace period provided herein, this Policy shall lapse as of the date to which premiums have been paid. It shall then become of no value except for nonforfeiture benefits as provided herein.

Premiums may be paid in monthly, quarterly, semi-annual or annual intervals. The premium due dates are set by the mode of payment chosen as stated in the Policy Schedule.

GRACE PERIOD. A grace period of 31 days, with no interest, will be allowed for the payment of any premium due after the first. During this period the Policy will continue in force. If the Insured dies during said period, the premium not paid shall be deducted from the amount payable hereunder.

REINSTATEMENT. If this Policy lapses because of nonpayment of premium and has not been surrendered for its cash surrender value, it may be reinstated at any time within 3 years after default in premium payment. The terms of reinstatement are as follows:

1. We must be presented with evidence of insurability satisfactory to us;
2. All past due premiums must be paid to us with interest at the rate of 5% per year, compounded annually;
3. Any indebtedness existing at the date of default must be paid to us or reinstated with interest at the rate of 7 1/4% per year, compounded annually.

AGE AT ISSUE. This Policy is issued at the Insured's Age shown on the Policy Schedule. This is the Insured's age at last birthday on the Date of Policy, according to the date of birth given in the application for this Policy.

MISSTATEMENT OF AGE OR GENDER. If the age or gender of the Insured has been misstated, the amount payable hereunder shall be such as the premiums paid would have purchased based on correct information at our published rate at Date of Policy.

SUICIDE. If the Insured, whether sane or insane, shall die by an intentionally self-inflicted injury within 2 years after the Date of Policy, our liability under this Policy shall be limited to the premiums paid hereon.

SETTLEMENT, INDEBTEDNESS AND DEFERMENT. Any sums due under this Policy shall be payable at our Home Office. Any sums owed to us because of this Policy shall be deducted from any settlement. We may defer the granting of a cash surrender value or of a loan, except a loan to pay premiums, for the period allowed by law, up to 6 months after receipt of the application therefor.

ASSIGNMENT. No assignment of this Policy shall bind us until it is filed at our Home Office. We are not responsible for the validity or sufficiency of any assignment. Any claim of assignment shall be subject to proof of interest and extent thereof.

OWNERSHIP AND CONTROL OF POLICY

Subject to the terms of this provision, the Owner of this Policy is the Insured. However, in the application for this Policy, someone other than the Insured may be shown as Owner. If so, that person shall be the Owner.

While the Owner is a minor, the right to exercise all privileges under and control of this Policy and to agree with us as to any change in this Policy shall vest successively, during their lifetimes, in the Applicant, the Beneficiary, the Contingent Beneficiary, if any, and the Owner. When the Owner has attained majority, such rights shall vest solely in the Owner.

The rights granted in this Policy to the Owner may be exercised only while the Insured is living. A person, while vested with the rights of Owner, may exercise such rights or take any other action agreed to by us relating to this Policy (including changing the ownership) without the consent of any other person unless it is expressly required by the terms of the Policy.

BENEFICIARY

The Beneficiary(ies) shall be as shown in the application for this Policy, subject to this provision. By writing to us, the Owner may, from time to time, prior to the death of the Insured, change the Beneficiary. If this Policy is assigned by a writing on file with us, any such change may be made only with the assignee's written consent. A Beneficiary's interest shall be subject to the right of any assignee on record with us.

A change of a Beneficiary shall not take effect until recorded by us. When so recorded, the change will take effect as of the date of the written request. Such a change is effective whether or not the Insured is living when the change is recorded. There shall be no further liability on our part with respect to any proceeds paid by us or applied under any option in this Policy prior to such recording.

If 2 or more persons are shown as Beneficiary, any proceeds due to them upon the Insured's death shall be payable, unless shown otherwise in such designation, in equal shares to such persons as survive the Insured. Such survivor(s) shall be deemed the Beneficiary for the whole of the proceeds so payable.

Unless otherwise provided, the proceeds of this Policy payable at death shall be paid equally to such Beneficiaries as may be living in the following order:

- (a) the primary Beneficiaries;
- (b) the contingent Beneficiaries, if any, provided none of the primary Beneficiaries are living;
- (c) the executors or administrators of the Insured if none of the primary or contingent Beneficiaries are living.

DIVIDEND PROVISIONS

DIVIDENDS. Each year that this Policy stays in force, our Board of Directors shall decide what the divisible surplus will be, if any. We will credit this Policy with its fair share, if any, of such surplus accruing as a dividend. This credit will occur on each Policy anniversary while the Policy is in force.

DIVIDEND OPTIONS. At the Owner's option, dividends may be either:

1. paid in cash;
2. applied to payment of current premium or installment thereof, provided the remainder due is paid within the grace period;

DIVIDEND PROVISIONS (cont.)

3. left to accumulate at 1 1/2% per year compounded yearly, or at such higher rate of interest as our Board of Directors may set; or

If no option is selected dividends will be applied in accordance with Option 3.

Any dividend accumulations not required as security for a debt may be withdrawn at any time. If not withdrawn, they will be included in any settlement under this Policy.

POLICY LOANS

LOAN VALUE. The loan value of this Policy will be equal to the sum of the Cash Value plus the present value of any Paid-up additions plus the amount of any Dividend Accumulations.

CASH LOANS. While this Policy is in force and has a loan value, we will lend money on the sole security and upon written assignment of this Policy. Such loan shall be a sum not exceeding the loan value at the end of the current Policy Year as indicated in the Table of Nonforfeiture Values, less any existing debt on account of this Policy and accrued interest thereon. There shall be deducted from such loan interest to the end of the current Policy Year and any unpaid premium for such year.

INTEREST AND REPAYMENT. Interest shall be at the rate of 7 1/4% per year, payable in advance. Unpaid interest shall be added to the existing debt and bear interest on the same terms.

A loan may be repaid in whole or in part during the Insured's life and before maturity of the Policy. However, a loan which exists at the end of the grace period may not be repaid unless the Policy is reinstated. Failure to repay a loan or to pay interest shall not void the Policy unless the total debt shall equal or exceed the loan value at the time of such failure. This is also subject to 31 days notice being mailed to the Owner and to an assignee of record at their respective last known addresses.

CONVERSION OPTION

CONVERSION PERIOD. This Policy may be converted through the earlier of the initial expiry date, the 20th Policy year or age 70. Insurance may be converted to a permanent whole life or flexible premium adjustable life policy by the Owner while this Policy is in force during this period. Any available cash surrender value at the time of conversion will be transferred to the new policy. If the conversion is requested after the conversion period terminates, evidence of insurability satisfactory to us will be required.

CONDITIONS FOR CONVERSION. Insurance in force, up to the face amount of this Policy, may be converted during the conversion period subject to these conditions:

1. Benefits are not being paid under any Supplemental Benefit for waiver of premium.
2. No premiums on this Policy are in default.
3. The new policy will be issued at the attained age on the date of conversion, on the forms and at the premium rates in use by us on that date. The policy date of the new policy will be the date of conversion. If this policy is issued in a substandard class, the premium rate for the new policy will be based on the rate for that class for the plan chosen. A new suicide or contestable period will not apply to benefits converted from this Policy to a new policy. These periods will be measured from the Date of Policy of this Policy.

CONVERSION OPTION (cont.)

4. The rate class of the new policy will be based on the rate class of the policy. The premium for the new policy will be based on the rate in use on the date of conversion for the Insured's sex and then attained age. The (a) premium rate per \$1,000 of coverage amount on any new whole life policy; or (b) the minimum initial premium rate per \$1,000 of coverage amount on any new flexible premium adjustable life policy must be higher than the corresponding premium rate for this Policy on the date of conversion.
5. The new policy will be subject to our minimum policy requirements in effect at the time of conversion.
6. Accidental death benefits and disability benefits that are a part of this Policy and in force on the date of conversion may be issued with the new policy only if offered by us at the Insured's attained age on the date of conversion. The new policy will cover only bodily injury or disease which starts after the date of conversion.
7. Additional benefits will be issued with the new policy only with our consent, and subject to our requirements.

AUTOMATIC CONVERSION WHEN DISABLED. If disability benefits are being allowed under this Policy at the end of the conversion period, we will convert this Policy to a Whole Life policy. The Whole Life policy will be issued: (a) for the same amount as this Policy; and (b) at the Insured's attained age.

Disability benefits provided by this Policy will terminate. However, the Whole Life policy will provide disability benefits for any continuing disability existing on the date of conversion.

BASIS OF COMPUTATION

The net single premiums and Cash Values referred to in this Policy are based on the mortality tables and interest rates specified in the Policy Schedule. A statement of the method of calculating Cash Values and Option On Premium Default has been filed with the insurance official of the state in which this Policy is delivered. All values are equal to or greater than the values required by law in the state where this Policy is delivered.

NONFORFEITURE VALUES

BASIS OF NONFORFEITURE VALUES. The cash value for each Policy year not shown on the Table of Nonforfeiture Values can be calculated using the mortality table, interest rate and standard nonforfeiture method shown below the Table of Nonforfeiture Values. Calculations assume the annual payment of premiums and that deaths occur at the end of the Policy year.

TABLE OF NONFORFEITURE VALUES. Cash values and paid-up insurance are shown on the Table of Nonforfeiture Values for the end of the Policy years indicated as shown in the Policy Schedule. These values assume that all premiums due have been paid for the number of years stated. They do not reflect paid-up additions, dividend accumulations or Policy indebtedness. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those on the Table of Nonforfeiture Values. A list of these values will be furnished on request. A detailed statement of the method of calculation of all values has been filed with the Insurance Department of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

NONFORFEITURE VALUES (cont.)

NONFORFEITURE OPTIONS. If:

1. We receive a written request in our Home Office;
2. Not later than 60 days after the due date of any premium in default; and
3. Prior to the death of the Insured;

any of the following Nonforfeiture Options may be chosen:

- (a) **Cash Surrender Value.** The Cash Surrender Value of the Policy will be paid upon surrender of the Policy. The Cash Surrender Value is the sum of the Cash Value plus the present value of any Paid-up Additions plus the amount of any Dividend Accumulations less any Policy indebtedness. The Cash Surrender Value of this Policy, less any Dividend Accumulations, does not at any time exceed the net single premium, calculated on the guaranteed basis in this Policy, which would have to be paid at said time to fund future benefits under the Policy.
- (b) **Paid-Up Insurance.** This Policy will be continued from the due date of the premium in default for a reduced amount of participating paid-up life insurance. This is payable at the same time and subject to the same terms as this Policy. It is payable in the amount purchased by the Cash Surrender Value when used as a net single premium at the attained age, last birthday, of the Insured on the due date of the premium in default.
- (c) **Automatic Option.** If no choice is made within 60 days after the due date of a premium in default, Nonforfeiture Option (b) will automatically apply.

The paid-up insurance under which this Policy is continued may be surrendered at any time. It shall be surrendered for an amount equal to the net single premium at the attained age, last birthday, of the Insured for the remaining benefits under such benefits on each Policy anniversary, or the interpolated net single premiums for the last and next policy anniversaries, if surrendered on a date other than the anniversary. If the policy is surrendered for the Cash Surrender Value within 30 days after the policy anniversary, the Cash Surrender Value available will not be less than the anniversary value. The net single premium will be calculated using the mortality table and interest rate shown below the Table of Nonforfeiture Values on The Policy Schedule.

SETTLEMENT OPTIONS

Any proceeds of this Policy due as a Death Benefit or Cash Surrender Value may be paid in one sum. However, if requested in writing by the Owner, or by a Beneficiary after the Insured's death, the whole or any part of the proceeds may be paid in accord with one or more of the following options to the person then entitled thereto. This person shall be called the Payee.

These options are not available if the proceeds retained are less than \$5,000 for any Payee or if the Payee is not a natural person.

Monthly, quarterly, semi-annual or annual payments may be chosen. If any payment is less than \$100, the interval between payments may be increased to a quarter, half or full year as may be required to make the payments at least \$100.

Interest under any option will be fixed by us. It will not be less than 1 1/2%.

For settlement options involving life contingencies, the mortality table to be used is the Annuity 2000 Mortality Table, without projection, as published by the Society of Actuaries.

SETTLEMENT OPTIONS (cont.)

The whole or part of such proceeds may be:

OPTION A-Interest: left with us. Interest will be paid at the end of each period chosen.

OPTION B-Fixed Payments: paid in periodic installments of an agreed amount until such proceeds plus interest have been paid in full.

OPTION C-Fixed Period: paid in monthly installments for a period of years. Payments per \$1,000 of proceeds are shown on Page 8.

OPTION D-Life Income: paid in installments while the Payee lives. Each installment amount shall be fixed in accord with the gender and age nearest birthday of the Payee when the first installment is payable. Payments per \$1,000 of proceeds are shown on Page 8.

OPTION E-Life Income With A Guaranteed Period: paid in installments for a guaranteed period and thereafter while the Payee lives. The guaranteed period may be a fixed number of years or until the sum of the installments equals the amount applied under this option. Each installment amount shall be fixed in accord with the gender and age at nearest birthday of the Payee when the first installment is payable. Payments per \$1,000 of proceeds are shown on Page 8.

OPTION F-Joint and Survivor Option: paid in installments to two Payees during their joint lifetime and, upon the death of the first Payee, to the remaining Payee at the level initially elected. Each joint installment amount will be based upon the gender and age at nearest birthday of each Payee. Payments per \$1,000 of proceeds for Joint and 2/3 to the Survivor and Joint and 1/2 to the Survivor are shown on Page 9. Both Payees must be at least 40 years old to elect this option.

We will need adequate proof of the birth date of any Payee for whom lifetime payments are to be made.

Under Options A and B, the right of withdrawal, complete or partial, in sums not less than \$200, may be given to the Payee. Under Option C, the Payee may be given the right of complete withdrawal of the commuted value of any unpaid installments.

If Option A, B, or C is elected, the proceeds must be completely paid within 30 years after the Insured's death.

Unpaid installments under Option C and the Guaranteed Period of Option E shall be commuted at the greater of the interest rate used in deriving the installment payment or the guaranteed interest rate.

Unless expressly stated elsewhere, the first installment under Options B, C, D, E, and F will be payable on the date when the proceeds of this Policy become payable.

Upon the death of all Payees, any remaining guaranteed payments will be paid to any Beneficiary or, if none, to the estate of the last Payee to die.

MONTHLY PAYMENTS FOR EACH \$1,000 OF PROCEEDS APPLIED UNDER THE RESPECTIVE OPTIONS

OPTION C –
FIXED PERIOD

OPTION D – LIFE INCOME

OPTION E – LIFE INCOME WITH A GUARANTEED PERIOD

Number of Years	Amount of Payment	Age of Payee	OPTION D – LIFE INCOME						Guaranteed Period						Age of Payee	Guaranteed Period					
			Male		Female		Age of Payee		10 Years		20 Years		Installment Refund			10 Years		20 Years		Installment Refund	
			Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		Male	Female	Male	Female	Male	Female
			Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		Male	Female	Male	Female	Male	Female
5	\$17.28	10*	\$1.91	\$1.85	50	\$3.24	\$3.00	10*	\$1.91	\$1.85	\$1.91	\$1.85	\$1.90	\$1.84	50	\$3.22	\$2.99	\$3.14	\$2.95	\$3.02	\$2.86
6	14.51	11	1.93	1.86	51	3.32	3.06	11	1.93	1.86	1.93	1.86	1.91	1.85	51	3.29	3.05	3.20	3.00	3.08	2.91
7	12.53	12	1.95	1.88	52	3.39	3.13	12	1.94	1.88	1.94	1.88	1.93	1.87	52	3.36	3.11	3.26	3.06	3.13	2.96
8	11.04	13	1.96	1.89	53	3.47	3.19	13	1.96	1.89	1.96	1.89	1.94	1.88	53	3.44	3.18	3.32	3.12	3.19	3.02
9	9.89	14	1.98	1.91	54	3.55	3.26	14	1.98	1.91	1.97	1.91	1.96	1.90	54	3.51	3.25	3.39	3.18	3.25	3.07
10	8.96	15	1.99	1.92	55	3.63	3.34	15	1.99	1.92	1.99	1.92	1.97	1.91	55	3.60	3.32	3.45	3.24	3.31	3.13
11	8.21	16	2.01	1.94	56	3.73	3.42	16	2.01	1.94	2.01	1.94	1.99	1.93	56	3.68	3.39	3.52	3.30	3.38	3.19
12	7.58	17	2.03	1.95	57	3.82	3.50	17	2.03	1.95	2.03	1.95	2.01	1.94	57	3.77	3.47	3.58	3.37	3.45	3.26
13	7.05	18	2.05	1.97	58	3.92	3.59	18	2.05	1.97	2.04	1.97	2.02	1.96	58	3.87	3.56	3.65	3.44	3.52	3.32
14	6.59	19	2.07	1.99	59	4.03	3.68	19	2.07	1.99	2.06	1.99	2.04	1.97	59	3.97	3.64	3.72	3.51	3.59	3.39
15	6.20	20	2.09	2.01	60	4.15	3.78	20	2.09	2.01	2.08	2.00	2.06	1.99	60	4.07	3.74	3.79	3.58	3.67	3.46
16	5.85	21	2.11	2.02	61	4.27	3.88	21	2.11	2.02	2.10	2.02	2.08	2.01	61	4.19	3.83	3.86	3.65	3.76	3.54
17	5.55	22	2.13	2.04	62	4.40	3.99	22	2.13	2.04	2.12	2.04	2.10	2.03	62	4.30	3.94	3.93	3.73	3.84	3.62
18	5.27	23	2.15	2.06	63	4.54	4.11	23	2.15	2.06	2.15	2.06	2.12	2.04	63	4.43	4.05	4.00	3.81	3.93	3.70
19	5.03	24	2.17	2.08	64	4.69	4.23	24	2.17	2.08	2.17	2.08	2.14	2.06	64	4.55	4.16	4.07	3.88	4.03	3.79
20	4.81	25	2.20	2.10	65	4.85	4.37	25	2.20	2.10	2.19	2.10	2.16	2.08	65	4.69	4.28	4.14	3.96	4.12	3.88
21	4.62	26	2.22	2.13	66	5.02	4.51	26	2.22	2.12	2.22	2.12	2.18	2.10	66	4.83	4.41	4.21	4.04	4.23	3.98
22	4.44	27	2.25	2.15	67	5.20	4.66	27	2.25	2.15	2.24	2.14	2.21	2.12	67	4.98	4.55	4.27	4.11	4.34	4.08
23	4.28	28	2.27	2.17	68	5.39	4.83	28	2.27	2.17	2.27	2.17	2.23	2.14	68	5.13	4.69	4.33	4.18	4.45	4.19
24	4.13	29	2.30	2.19	69	5.60	5.00	29	2.30	2.19	2.29	2.19	2.25	2.17	69	5.29	4.84	4.39	4.26	4.57	4.31
25	3.99	30	2.33	2.22	70	5.82	5.19	30	2.33	2.22	2.32	2.21	2.28	2.19	70	5.45	5.00	4.44	4.32	4.69	4.43
26	3.86	31	2.36	2.25	71	6.05	5.40	31	2.36	2.24	2.35	2.24	2.31	2.21	71	5.62	5.17	4.49	4.39	4.83	4.55
27	3.75	32	2.39	2.27	72	6.30	5.62	32	2.39	2.27	2.38	2.27	2.33	2.24	72	5.79	5.34	4.54	4.45	4.96	4.69
28	3.64	33	2.42	2.30	73	6.57	5.85	33	2.42	2.30	2.41	2.29	2.36	2.26	73	5.96	5.52	4.58	4.50	5.11	4.83
29	3.54	34	2.46	2.33	74	6.85	6.11	34	2.45	2.33	2.44	2.32	2.39	2.29	74	6.14	5.71	4.62	4.55	5.26	4.98
30	3.44	35	2.49	2.36	75	7.15	6.39	35	2.49	2.36	2.47	2.35	2.42	2.32	75	6.32	5.91	4.65	4.60	5.42	5.13
		36	2.53	2.39	76	7.48	6.69	36	2.52	2.39	2.51	2.38	2.45	2.34	76	6.51	6.11	4.68	4.64	5.59	5.30
		37	2.56	2.42	77	7.82	7.01	37	2.56	2.42	2.54	2.41	2.48	2.37	77	6.69	6.31	4.71	4.67	5.76	5.48
		38	2.60	2.46	78	8.19	7.37	38	2.60	2.45	2.58	2.44	2.52	2.40	78	6.87	6.52	4.73	4.70	5.95	5.66
		39	2.65	2.49	79	8.59	7.75	39	2.64	2.49	2.62	2.48	2.55	2.43	79	7.05	6.73	4.75	4.73	6.14	5.86
		40	2.69	2.53	80**	9.02	8.16	40	2.68	2.53	2.66	2.51	2.59	2.47	80**	7.22	6.93	4.76	4.75	6.34	6.06
		41	2.73	2.57				41	2.73	2.56	2.70	2.55	2.62	2.50							
		42	2.78	2.61				42	2.77	2.60	2.74	2.59	2.66	2.53							
		43	2.83	2.65				43	2.82	2.64	2.79	2.63	2.70	2.57							
		44	2.88	2.69				44	2.87	2.69	2.83	2.67	2.74	2.61							
		45	2.94	2.74				45	2.93	2.73	2.88	2.71	2.78	2.65							
		46	2.99	2.79				46	2.98	2.78	2.93	2.76	2.83	2.69							
		47	3.05	2.84				47	3.04	2.83	2.98	2.80	2.87	2.73							
		48	3.11	2.89				48	3.10	2.88	3.03	2.85	2.92	2.77							
		49	3.18	2.94				49	3.16	2.93	3.09	2.90	2.97	2.82							

* and under

** and over

MONTHLY PAYMENTS FOR EACH \$1,000 OF PROCEEDS APPLIED UNDER THE RESPECTIVE OPTIONS

**OPTION F - JOINT INCOME WITH TWO-THIRDS
TO THE SURVIVOR**

**OPTION F - JOINT INCOME WITH ONE-HALF
TO THE SURVIVOR**

Age of Female Payee	Age of Male Payee										Age of Male Payee										Age of Female Payee
	40	45	50	55	60	62	65	70	75	80*	40	45	50	55	60	62	65	70	75	80*	
40	\$2.50	\$2.59	\$2.68	\$2.77	\$2.87	\$2.91	\$2.98	\$3.09	\$3.20	\$3.30	\$2.61	\$2.72	\$2.84	\$2.98	\$3.14	\$3.21	\$3.32	\$3.52	\$3.74	\$3.95	40
41	2.52	2.61	2.71	2.80	2.90	2.95	3.01	3.12	3.24	3.35	2.63	2.74	2.87	3.01	3.17	3.24	3.36	3.56	3.78	4.00	41
42	2.54	2.63	2.73	2.83	2.94	2.98	3.05	3.16	3.28	3.39	2.65	2.76	2.89	3.04	3.20	3.27	3.39	3.60	3.82	4.04	42
43	2.56	2.66	2.76	2.86	2.97	3.01	3.08	3.20	3.32	3.44	2.67	2.79	2.92	3.06	3.23	3.31	3.43	3.64	3.87	4.09	43
44	2.58	2.68	2.79	2.89	3.00	3.05	3.12	3.25	3.37	3.49	2.69	2.81	2.94	3.09	3.27	3.34	3.46	3.68	3.91	4.15	44
45	2.60	2.71	2.81	2.92	3.04	3.09	3.16	3.29	3.42	3.54	2.71	2.83	2.97	3.12	3.30	3.38	3.50	3.72	3.96	4.20	45
46	2.62	2.73	2.84	2.96	3.08	3.12	3.20	3.33	3.46	3.59	2.74	2.86	3.00	3.15	3.33	3.41	3.54	3.77	4.01	4.26	46
47	2.64	2.75	2.87	2.99	3.11	3.16	3.24	3.38	3.52	3.65	2.76	2.89	3.03	3.19	3.37	3.45	3.58	3.81	4.06	4.31	47
48	2.66	2.78	2.90	3.02	3.15	3.20	3.29	3.43	3.57	3.70	2.79	2.91	3.06	3.22	3.41	3.49	3.62	3.86	4.12	4.38	48
49	2.69	2.80	2.93	3.06	3.19	3.25	3.33	3.48	3.62	3.76	2.81	2.94	3.09	3.25	3.44	3.53	3.66	3.91	4.17	4.44	49
50	2.71	2.83	2.96	3.09	3.23	3.29	3.38	3.53	3.68	3.82	2.84	2.97	3.12	3.29	3.48	3.57	3.71	3.96	4.23	4.50	50
51	2.73	2.86	2.99	3.13	3.27	3.33	3.43	3.58	3.74	3.89	2.86	3.00	3.15	3.32	3.52	3.61	3.75	4.01	4.29	4.57	51
52	2.75	2.88	3.02	3.17	3.32	3.38	3.47	3.64	3.80	3.96	2.89	3.03	3.18	3.36	3.57	3.66	3.80	4.07	4.35	4.64	52
53	2.77	2.91	3.05	3.20	3.36	3.43	3.53	3.70	3.86	4.03	2.92	3.06	3.22	3.40	3.61	3.70	3.85	4.12	4.41	4.71	53
54	2.79	2.94	3.08	3.24	3.41	3.47	3.58	3.75	3.93	4.10	2.95	3.09	3.25	3.44	3.65	3.75	3.90	4.18	4.48	4.79	54
55	2.82	2.96	3.12	3.28	3.45	3.52	3.63	3.82	4.00	4.18	2.98	3.12	3.29	3.48	3.70	3.80	3.95	4.24	4.55	4.87	55
56	2.84	2.99	3.15	3.32	3.50	3.57	3.69	3.88	4.07	4.26	3.01	3.16	3.33	3.52	3.75	3.85	4.01	4.30	4.62	4.95	56
57	2.86	3.02	3.18	3.36	3.55	3.62	3.74	3.95	4.15	4.34	3.04	3.19	3.37	3.56	3.80	3.90	4.06	4.37	4.70	5.04	57
58	2.89	3.04	3.22	3.40	3.60	3.68	3.80	4.01	4.22	4.43	3.07	3.23	3.41	3.61	3.85	3.95	4.12	4.44	4.78	5.13	58
59	2.91	3.07	3.25	3.44	3.65	3.73	3.86	4.09	4.31	4.52	3.11	3.27	3.45	3.66	3.90	4.01	4.18	4.51	4.86	5.22	59
60	2.93	3.10	3.29	3.49	3.70	3.79	3.93	4.16	4.39	4.61	3.14	3.30	3.49	3.70	3.95	4.07	4.25	4.58	4.94	5.32	60
61	2.96	3.13	3.32	3.53	3.75	3.84	3.99	4.24	4.48	4.71	3.18	3.34	3.53	3.75	4.01	4.12	4.31	4.66	5.03	5.43	61
62	2.98	3.16	3.36	3.57	3.80	3.90	4.05	4.31	4.57	4.82	3.21	3.38	3.58	3.80	4.07	4.19	4.38	4.73	5.12	5.53	62
63	3.01	3.19	3.39	3.62	3.86	3.96	4.12	4.39	4.67	4.93	3.25	3.43	3.63	3.86	4.13	4.25	4.45	4.82	5.22	5.64	63
64	3.03	3.22	3.43	3.66	3.91	4.02	4.19	4.48	4.76	5.04	3.29	3.47	3.67	3.91	4.19	4.32	4.52	4.90	5.32	5.76	64
65	3.06	3.25	3.46	3.70	3.97	4.08	4.26	4.56	4.87	5.16	3.33	3.51	3.72	3.97	4.26	4.38	4.60	4.99	5.42	5.88	65
66	3.08	3.28	3.50	3.75	4.03	4.15	4.33	4.65	4.97	5.29	3.37	3.56	3.77	4.03	4.32	4.46	4.67	5.08	5.53	6.01	66
67	3.11	3.31	3.54	3.80	4.09	4.21	4.41	4.74	5.09	5.42	3.41	3.60	3.83	4.08	4.39	4.53	4.75	5.18	5.64	6.15	67
68	3.13	3.34	3.57	3.84	4.14	4.27	4.48	4.84	5.20	5.55	3.45	3.65	3.88	4.15	4.46	4.60	4.84	5.28	5.76	6.29	68
69	3.16	3.37	3.61	3.89	4.20	4.34	4.56	4.94	5.32	5.70	3.50	3.70	3.94	4.21	4.54	4.68	4.93	5.38	5.89	6.43	69
70	3.19	3.40	3.65	3.94	4.26	4.41	4.63	5.03	5.44	5.85	3.54	3.75	3.99	4.28	4.61	4.76	5.02	5.49	6.02	6.59	70
71	3.21	3.43	3.69	3.98	4.32	4.47	4.71	5.14	5.57	6.00	3.59	3.80	4.05	4.34	4.69	4.85	5.11	5.60	6.15	6.75	71
72	3.24	3.46	3.73	4.03	4.39	4.54	4.79	5.24	5.71	6.17	3.64	3.86	4.11	4.41	4.77	4.94	5.21	5.72	6.29	6.92	72
73	3.27	3.50	3.76	4.08	4.45	4.61	4.87	5.35	5.84	6.34	3.69	3.91	4.18	4.48	4.86	5.03	5.31	5.84	6.44	7.10	73
74	3.29	3.53	3.80	4.13	4.51	4.68	4.96	5.45	5.98	6.51	3.73	3.97	4.24	4.56	4.94	5.12	5.41	5.96	6.59	7.28	74
75	3.32	3.56	3.84	4.18	4.57	4.75	5.04	5.56	6.13	6.69	3.79	4.02	4.30	4.63	5.03	5.21	5.51	6.09	6.75	7.48	75
76	3.35	3.59	3.88	4.22	4.63	4.82	5.12	5.67	6.27	6.88	3.84	4.08	4.37	4.71	5.12	5.31	5.62	6.22	6.91	7.68	76
77	3.38	3.62	3.92	4.27	4.70	4.89	5.20	5.79	6.42	7.08	3.89	4.14	4.44	4.79	5.21	5.41	5.74	6.36	7.08	7.89	77
78	3.40	3.66	3.96	4.32	4.76	4.96	5.29	5.90	6.57	7.28	3.94	4.20	4.50	4.87	5.31	5.51	5.85	6.50	7.26	8.11	78
79	3.43	3.69	4.00	4.37	4.82	5.03	5.37	6.01	6.73	7.48	3.99	4.26	4.57	4.95	5.40	5.61	5.97	6.65	7.44	8.33	79
80*	3.46	3.72	4.04	4.42	4.88	5.09	5.45	6.12	6.88	7.69	4.05	4.32	4.64	5.03	5.50	5.72	6.08	6.79	7.62	8.57	80*

* and over

A Pro Rata Allowance will be made in the Monthly Payment for any intermediate age not shown. We will furnish the amount of such payment on request.

ANNUAL MEETING

We shall hold our Annual Meeting of policyholders at our Home Office. Such meeting shall be held on the third Tuesday of July each year. However, if said day falls on a legal holiday, it shall be held on the following Wednesday.

**Renewable Level Benefit Term Endowment Policy
Convertible Through The Earlier Of The Initial Expiry Date,
The 20th Policy Year, Or Age 70
Participating**

Illinois Mutual Life Insurance Company
Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 309.674.8255

SERFF Tracking Number: LLNS-126035901 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 41675
Company Tracking Number: 620
TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -
Fixed/Indeterminate Premium
Product Name: Return of Premium Term Life Insurance
Project Name/Number: Return of Premium Term Life Insurance/620

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Readability.pdf
AR Certification Reg 49.pdf
AR Certification Code 23-79-138 with Form 3101.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

Approved by your department on July 24, 1997.

Attachment:

5409AR.pdf

READABILITY CERTIFICATION

RE: Form 620, Renewable Level Benefit Term Life Insurance Policy

On behalf of Illinois Mutual Life Insurance Company, I hereby certify that we have carefully analyzed and scored the forms submitted with this certification in accord with the Flesch score analysis readability procedures and we certify that the forms have a Flesch score as follows:

Form 619

51.3

ILLINOIS MUTUAL LIFE INSURANCE COMPANY



By:

David C. Storlie
Vice President and General Counsel
Illinois Mutual Life Insurance Company
300 SW Adams ST
Peoria, IL 61634
(800)437-7355, Ext. 426

Dated: February 16, 2009

CERTIFICATION

Re: Form 620, Return of Premium Term Life Insurance Policy

Date: February 26, 2009

I hereby certify that the filing on the above policy form meets the provision of Arkansas Regulation 49 and all applicable requirements of the Department.



David C. Storlie
Vice President
General Counsel
Extension 426

Limitations and Exclusions under the Arkansas Life and Health Insurance Guaranty Association Act

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). On the back of this page is a brief summary of this Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

(please turn to back of page)

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract, or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **NOT** protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy or contract was issued by a nonprofit hospital or medical service organization, and HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends and voting rights and experience rating credits;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).
- unallocated annuity contracts issued to/in connection with benefits plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- portion of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

CERTIFICATION

Company: Illinois Mutual Life Insurance Company

Form: 3101

Date: February 26, 2009

I hereby certify that the above form complies with of Arkansas Code 23-79-138, which is given to each policyowner.



David C. Storlie
Vice President and General Counsel



300 S.W. Adams Street Peoria, IL 61634
Phone 309.674.8255

ARKANSAS IMPORTANT NOTICE

The following information is provided as required by Arkansas Act 197 of 1987:

Illinois Mutual Life Insurance Company
Policy Service Department
300 S.W. Adams Street
Peoria, IL 61634
Phone: (309) 674-8255

Agent _____
Address _____

Phone _____

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd Street
Little Rock, AR 72201-1904
Phone: (501) 371-2640 or
In-state (800) 852-5494

DO NOT DETACH

ESP



300 S.W. Adams Street Peoria, IL 61634
800.437.7355

Application for Life Insurance

(The questions and declarations must be read in person to the Proposed Insured and/or Applicant.)

1. Proposed Insured

a. Name _____
LAST FIRST MI MAIDEN/FORMER MARITAL STATUS SEX

b. Address _____
STREET CITY STATE ZIP CODE

c. Home Ph. (_____) _____ Bus. Ph. (_____) _____ Best time to call AM PM

d. E-mail address (optional) _____ Best place to call Home Work

e. Soc. Sec. # _____ f. Date of Birth _____ g. Driver's License # _____ State _____

h. Place of Birth (State/Country) _____ i. Are you a U.S. Citizen? Yes No If no, how long have you resided in the U.S.? _____

j. Height _____ ft. _____ in. k. Weight _____ lbs. l. Amount of weight lost in past year, if any: _____ lbs.

m. Employer's Name _____

n. Employer's Address _____

o. Occupation _____ p. How long in occupation? _____ q. Annual Income \$ _____

r. Beneficiary Designation
 Primary _____ Relationship to Proposed Insured _____
 Contingent _____ Relationship to Proposed Insured _____

2. Ownership

Primary Owner(s) (if other than Proposed Insured)

Contingent Owner(s) (if any)

a. Name _____ e. Name _____

b. Soc. Sec./Tax I.D.# _____ c. Date of Birth _____ f. Soc. Sec./Tax I.D.# _____ g. Date of Birth _____

d. Address _____ h. Address _____

3. Plan Information

UL=Universal Life WL=Whole Life T=Term

a. Life Plan _____ Amount \$ _____ **UL:** Option 1 Option 2

Increase Specified Amount for UL Policy # _____ by amount stated above

Base Term Plans: 10 Yr. 15 Yr. 20 Yr. 30 Yr. Whole Life Plans: Single Pay 10 Pay 20 Pay To Age 65 To Age 121

ROP Term Plans: 15 Yr. 20 Yr. 30 Yr.

b. Optional Benefits/Riders

Waiver of Monthly Deductions (UL) Accidental Death (UL/WL) \$ _____

Waiver of Monthly Amount (UL) \$ _____ Spouse/Other Insurance Rider (UL/WL) \$ _____

Waiver of Premium (WL/T) (UL/WL) 10 Yr. 15 Yr. 20 Yr.

Payor Waiver of Premium (WL) Paid Up Additions Rider (WL) \$ _____

Guaranteed Insurability/OPI (UL/WL) \$ _____ Surrender Benefit Rider (T) (15, 20 and 30 Yr. Plans only)

Term Insurance Rider (UL/WL) \$ _____ Child Insurance Rider (UL/WL/T) \$ _____

10 Yr. 15 Yr. 20 Yr. Other _____

c. Dividend Option (WL) Cash Accumulate at Interest Reduce Premium Buy Paid-Up Additions

4. Billing and Payment

a. Effective Date: Application Date Issue Date Date to Save Age Special Requests _____

b. Premium Notices To: Insured at Residence Owner at address shown in 2.d.
 Insured at Business Other _____

c. Premiums Payable: Annual Semi-Annual Quarterly
 Monthly Authorized Check Special Billing (number if known _____)

d. Premium Amount \$ _____

e. Cash with application? Yes No \$ _____ f. Additional Initial Premium Amount \$ _____

g. Automatic Premium Loan Elected (WL)

5. Spouse Rider/Joint Insured or Payor Benefit

a. Name _____
LAST FIRST MI MAIDEN/FORMER MARITAL STATUS SEX

b. Address _____
STREET CITY STATE ZIP CODE

c. Soc. Sec. # _____ d. Date of Birth _____ e. Driver's License # _____ State _____

f. Place of Birth (State/Country) _____ g. Are you a U.S. Citizen? Yes No If no, how long have you resided in the U.S.? _____

h. Height _____ ft. _____ in. i. Weight _____ lbs. j. Amount of weight lost in past year, if any: _____ lbs.

k. Employer's Name _____

l. Employer's Address _____

m. Occupation _____ n. How long in occupation? _____ o. Annual Income \$ _____

p. Beneficiary Designation
 Primary _____ Relationship to Proposed Rider/Joint Insured _____
 Contingent _____ Relationship to Proposed Rider/Joint Insured _____

6. Child Insurance Rider

a. Proposed Insured Children (must be unmarried and under age 19)

Full Name	Date of Birth	Relationship	Full Name	Date of Birth	Relationship
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

b. Are all dependent children listed? Yes No c. Are all dependent children living with the proposed insured? Yes No
 If b. or c. is no, explain: _____

QUESTIONS 7, 8 AND 9 APPLY TO ANY PERSON TO BE INSURED

7. Other Life Coverage

a. Does proposed insured(s) have or is he/she applying for other life insurance coverage? Yes No If yes, list below.

Name	Company or Source	Pending or In Force (P/I)	Face Amount	ADB	Will coverage be replaced?
_____	_____	_____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

b. If replacement is indicated, give company address and policy number. Forward replacement forms, if required. _____

8. General Information

a. Has proposed insured(s) used any form of tobacco products during the past 12 months? Yes No

b. Does proposed insured(s) engage in personal aviation activity, mountain or rock climbing, vehicle racing, scuba or sky diving or hang gliding? If yes, circle all that apply and complete Aviation/Avocation Questionnaire. Yes No

c. In the past 10 years, has proposed insured(s) been convicted of a felony? Yes No

d. Has proposed insured(s) been convicted of driving while intoxicated or had his/her driver's license suspended or revoked in the last 5 years? Yes No

e. Give details to all "Yes" answers.

Question #	Name	Details
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Home Office Endorsement Only. Question # _____ corrected to read as follows:

Agreement and Declaration

I represent and agree that all statements and answers recorded in this application are true, complete and correctly recorded to the best of my knowledge and belief. I understand that this application and any medical examination which may be required will become a part of any policy issued. I understand that acceptance of any policy issued on this application indicates my agreement to any amendments made by the Company in the "Home Office Endorsement Only" space except changes in the amounts of insurance or premium, classification of risk, and plan of insurance shall require my written acceptance. I understand and agree that no policy issued on this application shall become effective until I have received and accepted it and the first full premium paid. However, if a Life Insurance Receipt has been delivered, then liability of the Company shall be as stated in the receipt. I have received a Medical Information Bureau Notice and Fair Credit Reporting Act Notice.

I declare that I paid to Illinois Mutual Life Insurance Company the sum of \$ _____ and that I hold a receipt for same. I agree to the terms of such receipt.

Authorization: I hereby authorize any physician, medical practitioner, hospital, clinic, other medical or medically related facility, Veteran's Administration, Medical Information Bureau, Inc., Social Security Administration, my employer, consumer reporting agency, insurance or reinsuring company, or insurance support organization, who possess medical or other information on me, to furnish such information to Illinois Mutual Life Insurance Company, hereinafter called the Company, or its legal representative upon presenting this Authorization or a photocopy. The Company, its reinsurers, insurance support organizations and their authorized representatives may obtain medical and other information, in order to evaluate my application for insurance or my eligibility for benefits under an existing policy. This Authorization shall include information concerning drugs, alcoholism, AIDS, or mental illness. I understand that the Company or its reinsurers may make a brief report concerning me to other insurance companies to whom I have applied or may apply for coverage. I authorize the Company to obtain an investigative consumer report on me if necessary to evaluate my application for insurance.

- I elect to be interviewed if an investigative consumer report is prepared in connection with this application.
- I elect not to have personal information disclosed to non-affiliates of the Company for marketing purposes and to affiliates of the Company for purposes other than the marketing of insurance products and services.

I have read this Authorization and understand that I may receive a copy upon request. I understand and agree that this Authorization shall be valid for two years from the date signed below.

Signed at _____
CITY AND STATE

SIGNATURE OF PROPOSED INSURED OR PARENT
IF PROPOSED INSURED UNDER AGE 18

SIGNATURE OF PROPOSED JOINT INSURED OR PROPOSED RIDER INSURED

SIGNATURE OF OWNER/APPLICANT, IF OTHER THAN PROPOSED INSURED
(If business insurance, show title of person signing for business.)

Date _____

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.

Agent's Certification

I certify that I asked the above questions of the Proposed Insured(s) in person and have recorded the information correctly. I do do not have knowledge that the insurance applied for will replace any existing life insurance.

PRINT WRITING AGENT'S NAME

AGENT'S SIGNATURE

Agent's Code # _____

Agent's Phone # _____

Form 5409 (AR)

Is Proposed Insured/Owner related to Agent? Yes No Relationship _____

Split Commission Information

For proper recording of split commission business, please complete the following: (Print all names.)

Name _____ Code # _____ % of Commission _____

Name _____ Code # _____ % of Commission _____

Examination Requirements

- Non-Medical Blood Profile (Informed Consent must be signed.)
- Exam Required (Check Type Arranged – Basic Paramedical Expanded Paramedical M.D.)
- Agent will schedule. Home Office will schedule.

DO NOT DETACH

AUTHORIZATION FOR MONTHLY AUTHORIZED CHECK. (Attach VOID check and pay 1 full monthly premium.) I hereby authorize and direct the financial institution named below, hereafter referred to as "you" to honor and charge to my account checks or pre-authorized electronic debits drawn on my account by and payable to Illinois Mutual Life Insurance Company. If any of the above items be dishonored, either 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. I agree that your rights in respect to each of the above items shall be the same as if it were a check drawn on you and signed personally by me and that you shall be fully protected in honoring any of the above items.

This authorization shall continue in force until revoked by me in writing and received by you, a copy of which revocation shall be sent by me to Illinois Mutual Life Insurance Company.

Financial Institution Name _____

Policy Numbers _____

Address _____ City _____ State _____ Zip _____

Checking Savings Account Number _____ Financial Institution Routing Number _____

Draft premium on day _____ of each month. (Only days 1 thru 28 are valid due to February.)

Account Title, if applicable _____

Account Holder's Signature _____ Date _____

Form 2534-D (3/08)

Proxy

Having made application for policy in Illinois Mutual Life Insurance Company and if same is issued, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, holder of said policy, do hereby constitute and appoint M. A. McCord, K. M. Jenkins, M. E. Martin, J. K. McCord, and T. P. Jenkins, or a majority of them in attendance, my proxy for me and in my name, place and stand to vote for me and cast the number of votes to which I am or may be entitled at all regular and special meetings of the policyholders of the Company, at which I am not personally present, upon all matters coming before any such meeting with like effect as if I had been personally present and voting. I hereby waive notice of any regular or special meeting of the policyholders of the Company, unless further request in writing is made that notice be given to me. This proxy shall remain in force until revoked in writing or superseded by written proxy of later date given to any other policyholder or policyholders of the Company. I agree to notify the Secretary of the Company of such change in proxy, and to abide by the by-laws of the Company governing proxy voting.

Date _____ Signature _____

Address _____

Form 561-K (1/06)



300 S.W. Adams Street Peoria, IL 61634
800.437.7355

LEAVE THIS PAGE WITH THE APPLICANT.

Life Receipt (Do not complete receipt unless payment is made. No payments accepted on face amounts greater than \$500,000.)

Received from _____ on _____, 20 ____ the sum of \$ _____ toward the premium for life insurance with the application to Illinois Mutual Life Insurance Company which contains the same date as this receipt. No coverage will become effective prior to delivery of the policy unless and until all the conditions of this receipt have been exactly fulfilled. If the full first premium in accord with the Company's published rates for the policy applied for is paid at the time of application, the policy applied for shall take effect on the date of this receipt, provided:

- (1) the application and any medical examinations, tests and personal history interviews required are completed, and
- (2) the person to be insured is on this date a risk acceptable to the Company under its rules, limits and standards without modifications, on the plan and in the amount applied for and at the premium declared paid; otherwise the amount shown shall be returned upon surrender of this receipt.

However, the Company's liability hereunder for life insurance, including any accidental death benefit applied for, shall not exceed \$100,000. If a life policy different than applied for, in coverage, amount or premium, is offered, the life insurance shall not be effective unless and until the full first premium is paid and the policy is delivered to and accepted by the applicant.

Agent _____

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO ILLINOIS MUTUAL. DO NOT MAKE CHECK PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK. VOID UNLESS PAYMENT IS MADE AND RECEIPT IS SIGNED BY AGENT.

Form 5403

Medical Information Bureau Notice

Information regarding your insurability will be treated as confidential. Illinois Mutual Life Insurance Company or its reinsurers may, however, make a brief report thereon to the MIB, Inc., formerly known as Medical Information Bureau, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

Illinois Mutual Life Insurance Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

Form 2826

(7/08)

Fair Credit Reporting Act Notice

The Fair Credit Reporting Act requires that Illinois Mutual Life Insurance Company, 300 S.W. Adams Street, Peoria, Illinois 61634 notify you that, as a regular part of processing your Application for Insurance, investigative consumer reports may be obtained which will include information as to your character, general reputation, personal characteristics, mode of living, health, medical treatment and other applicable information. Such information for said reports will be obtained through personal interviews with your family members, friends, associates, neighbors, financial sources and others. Upon written request to the Home Office, further information will be provided as to how you may obtain a complete and accurate disclosure of the nature and scope of such investigative consumer reports.

Form 2825