

SERFF Tracking Number: NALH-126164504 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 42492
Company Tracking Number: L138
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: L138
Project Name/Number: L138/L138

Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: L138 SERFF Tr Num: NALH-126164504 State: Arkansas
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 42492
Adjustable Life Closed
Sub-TOI: L09I.001 Single Life Co Tr Num: L138 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Laurie Gruba, Paula Disposition Date: 05/28/2009
Kunkel-White, Gayle Lovorn, Gail
Velen
Date Submitted: 05/27/2009 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: L138 Status of Filing in Domicile: Authorized
Project Number: L138 Date Approved in Domicile: 05/26/2009
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 05/28/2009 Explanation for Other Group Market Type:
State Status Changed: 05/28/2009
Deemer Date: Created By: Carrie Block
Submitted By: Carrie Block Corresponding Filing Tracking Number:
Filing Description:
RE: NAIC# 66974 / FEIN# 36-2428931
FLEXIBLE PREMIUM ADJUSTABLE LIFE POLICY Form LS13803
With Schedule of Policy Benefits Form, LS138

Dear Reviewer:

SERFF Tracking Number: NALH-126164504 State: Arkansas
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NOTE: We will have companion filings being submitted in SERFF under NALH-126164486, for review and approval under our sister company, North American Company for Life and Health Insurance. We would like to request the same examiner be assigned to review these companion filings, if possible, since the products are substantially similar.

The differences between the two company form filings include:

1. Issuing Company
2. Schedule page format and one additional table of "Term Rider Required for Rider Amounts" for calculating Premium Guarantee Account for Midland National Life Insurance Company.
3. Actual form numbers
4. Policy section 5.10 Waiver or Monthly Deductions for North American versus Waiver of Charges for Midland National. Each company has its own rider version.

We are filing the above form for your review and approval. This is a new form and is not intended to replace any other form. This form will be laser printed and we reserve the right to change fonts and layouts. The minimum font size will never be less than 10 point type. Licensed agents of the Company will market these products on an individual basis.

No part of this filing contains any unusual or possibly controversial items from normal Company or industry standards.

This is a flexible premium adjustable life insurance policies based on a 2001 CSO mortality table. Two death benefit options are available (level or increasing) and the plan offers the Guideline Premium Test to satisfy the definition of life insurance under the Internal Revenue Code of 1986 as amended. Maturity is age 120 and with no charges or premiums beyond age 100 of the insured. The guaranteed interest rate used in the calculation of the account value is 2.5%. The policy includes a 5 Year No Lapse Guarantee Period and an Extended No Lapse Guarantee Period. Please see the attached Actuarial Memo for complete details.

This policy will be illustrated. Enclosed is a certification from the Illustration Actuary.

For informational purposes, included in this filing is a Statement of Variability that provides the variable ranges and variable text for the bracketed information shown on the Schedule of Policy Benefits.

Application form series 9301 (Approved on 04/12/2006) will be used in solicitation of this policy.

This policy was approved by our domicile state of Iowa on 05/26/2009.

Your review for approval of this filing, at your earliest convenience, would be appreciated. Please feel free to contact me if you have any questions.

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/28/2009	05/28/2009

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Disposition

Disposition Date: 05/28/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NALH-126164504 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial memorandum		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Illustration Actuary Certification		No
Form	Flexible Premium Adjustable Life Insurance		Yes

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Form Schedule

Lead Form Number: L138

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	L13803	Policy/Cont Flexible Premium ract/Fratern Adjustable Life al Insurance Certificate	Initial		57.200	L13803.pdf



A Member of the Sammons Financial Group

A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500

Executive Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

In this Policy, Midland National Life Insurance Company is referred to as "We", "Us", "Our", or the "Company". "You" and "Your" refer to the Owner.

This is a legal Contract between You and Us. Read it carefully.

We agree to pay to the Beneficiary the Policy Proceeds upon the Insured's death prior to the Maturity Date while this Policy is in effect. Payment will be made upon receipt at Our Executive Office of due proof of the Insured's death. If the Insured is living on the Maturity Date and the Maturity Date is not extended, the Net Cash Surrender Value will be paid to You. This agreement is subject to the terms of this Policy.

CONSIDERATION - This Policy is issued in consideration of any application(s) and payment of the first premium.

RIGHT TO EXAMINE POLICY - It is important to Us that You are satisfied with this Policy and that it meets Your insurance goals. Read it carefully. If You are not satisfied with it You may return it to Our Executive Office or to Your agent within 20 days after You receive it. We will then void it as of the Policy Date as though it was never issued and We will refund all premiums that have been paid. If We do not refund premiums within a reasonable period of time, We will pay interest on such refund at the rate of 8% per year.

Issued and signed by Midland National Life Insurance Company.

A handwritten signature in black ink, appearing to read 'John C. Salvato', written over a horizontal line.

President

A handwritten signature in black ink, appearing to read 'Melody J. Jensen', written over a horizontal line.

Secretary

**FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY
ADJUSTABLE DEATH BENEFIT
CONVERTIBLE DURING EXCHANGE PERIOD
INSURANCE PAYABLE UPON DEATH BEFORE MATURITY DATE
PREMIUMS PAYABLE TO INSURED'S AGE 100
SEE THE "POLICY PROCEEDS" PROVISION TO DETERMINE THE AMOUNT PAYABLE AT DEATH
NON PARTICIPATING - NOT ELIGIBLE FOR DIVIDENDS**

Guide to Policy Provisions

Section	Section
Page 1 Right to Examine Policy	5.3 Account Interest Rate
Schedules Schedule of Policy Benefits	5.4 Required Premium for Extended No Lapse Guarantee
Table of Surrender Charges	5.5 Account Death Benefit
Table of Corridor Percentages	5.6 Account Premium Rates
Table of Guaranteed Cost of Insurance Rates	5.7 Account Expense
Additional Benefits Provided by Endorsement or Rider	5.8 Required Rider Amount
Extended No Lapse Guarantee Schedule of Amounts	5.9 Allocation Among Premium Guarantee Accounts
Term Rider Amounts	5.10 Waiver of Charges
1 Definitions	6 Changes In Coverage
2 Policy Proceeds	6.1 Changes in Specified Amount
2.1 Payment of Proceeds	6.2 Charge for Decreases
2.1.1 Proceeds Payable	6.3 Changes in Death Benefit Option
2.2 Death Benefit	6.4 Changes in Riders
2.3 Minimum Death Benefit	6.5 Changes in Premium Class
2.4 Intended to Qualify as Life Insurance	7 Policy Values
3 General Provisions	7.1 Account Value
3.1 Contract	7.2 Interest Rate on Account Value
3.1.1 Entire Contract	7.3 Monthly Deduction
3.2 Changes to Policy	7.4 Cost of Insurance
3.3 Incontestability	7.5 Expense Amount
3.4 Suicide	7.6 Cost of Insurance Rates
3.5 Misstatement of Age or Sex	7.7 Declared Rates and Charges
3.6 Tax Implications	7.8 Surrender
3.7 Non-Participating	7.9 Cash Surrender Values
3.8 Ownership and Beneficiary	7.10 Surrender Charge
3.8.1 Owner's Rights	7.11 Withdrawals
3.8.2 Change of Owner or Contingent Owner	7.12 Withdrawal Charge
3.9 Assignment	7.13 Specified Amount After Withdrawal
3.10 Beneficiary	7.14 Our Right To Defer Surrenders and Withdrawals
3.10.1 Change of Beneficiary	7.15 Paid-Up Life Insurance Benefit
3.10.2 Beneficiary Death in Common Event	8 Annual Report of Policy Status
3.11 Right to Request this Policy	9 Policy Loans
3.12 Effective Date	9.1 Loan Value
3.13 Termination of Coverage	9.2 Policy Loan Requirements
4 Premiums	9.3 Interest on Policy Loans
4.1 Payment of Premiums	9.4 Policy Loan Interest Rate
4.2 Continuation of Insurance	9.5 Net Zero Cost Loans
4.3 5-Year No Lapse Guarantee Period	9.6 Loan and Repayment
4.4 5-Year No Lapse Guarantee Premium Requirement	9.7 Excess Policy Debt
4.5 Grace Period	10 Maturity Date
4.6 Additional Required Premium	11 Guaranteed Exchange Privilege
4.7 Reinstatement	11.1 Exchange Period
5 EXTENDED NO LAPSE GUARANTEE	11.2 Partial Exchange
5.1 Premium Guarantee Accounts	11.3 Full Exchange
5.2 Account Premium Load	11.4 How to Exchange this Policy
	11.5 Terms of the New Policy

Copies of all applications and any Endorsements and Riders are attached.

SCHEDULE OF POLICY BENEFITS

OWNER: [Mary Doe] **POLICY NUMBER:** [12345678910]
INSURED: [John Doe] **POLICY DATE:** [01/01/2009]
SEX: [Male] **ISSUE AGE:** [35]
MATURITY DATE: [01/01/2094]* **SPECIFIED AMOUNT:** \$[100,000]
PLANNED PERIODIC PREMIUM: \$[1,000.00 Annually] **PREMIUM CLASS:** [Non-Tobacco]

[Premium includes a \$1.00 per month Civil Service Allotment fee, for a total annual increase of \$12.00.]

EXCHANGE PERIOD TERMINATION DATE: [01/01/2044]

BENEFICIARY: As Specified In The Application Unless Changed As Provided In This Policy

DEATH BENEFIT OPTION: [Level]

5 YEAR NO LAPSE GUARANTEE PREMIUM: \$[43.75 Monthly]

GUARANTEED INTEREST RATE: 2.50% PER YEAR

CURRENT INTEREST RATE GUARANTEED FOR FIRST POLICY YEAR: [3.50]%

MAXIMUM POLICY LOAN INTEREST RATE: 6.00% Per Year Payable In Arrears

INITIAL POLICY YEAR FOR NET ZERO COST LOANS: [11th]

EXTENDED NO LAPSE GUARANTEE CHARGE: Maximum Of \$[0.1900] Per Month Per \$1000 To Policy Age 100. This Extended No Lapse Guarantee Charge applies only if there are no changes to Premium Class or Specified Amount. The maximum Extended No Lapse Guarantee Charge is \$1.875 Per Month Per \$1000.

POLICY EXPENSE CHARGE: \$[6.00] Per Month To Policy Age 100

PREMIUM LOAD: [20.00]% Of Premiums Received To Policy Age 100

MINIMUM UNSCHEDULED PREMIUM PAYMENT: \$25.00

MINIMUM SPECIFIED AMOUNT: \$25,000 **MINIMUM INCREASE AMOUNT:** \$25,000

MINIMUM WITHDRAWAL AMOUNT: \$500.00 **WITHDRAWAL PROCESSING FEE:** \$25.00

MAXIMUM WITHDRAWAL PERCENTAGE: 50% In First Policy Year; 90% Thereafter

COST OF INSURANCE DISCOUNT FACTOR: 1.0020598

BASIS OF VALUES: 2001 CSO, Sex Distinct, Smoker Distinct, Age Nearest Birthday Mortality Tables

* It is possible that coverage will lapse prior to the Maturity Date shown, if premiums paid are insufficient to continue coverage to such date. Based on the Planned Periodic Premium, Guaranteed Charges, and Guaranteed Interest Rates, coverage will expire on the Insured's Policy Age [120]. This statement is based on the guaranteed provisions of the Policy, including the Extended No Lapse Guarantee. This statement assumes that the Planned Periodic Premiums are paid when they are due for [65] years. Continuation of coverage may be affected by Policy Loans, Withdrawals, or other changes You make to Your Policy, and by the amount, timing and frequency of premium payments.

SCHEDULE OF POLICY BENEFITS (CONTINUED)

TABLE OF SURRENDER CHARGES

<u>Policy Year</u>	<u>Surrender Charge Factor</u>	<u>Policy Year</u>	<u>Surrender Charge Factor</u>
1	[\$20.00	12	[\$12.80
2	19.60	13	12.00
3	19.20	14	10.80
4	18.80	15	9.60
5	18.40	16	8.40
6	17.60	17	7.20
7	16.80	18	5.60
8	16.00	19	4.00
9	15.20	20	2.00
10	14.40	21+	0.00]
11	13.60]		

CORRIDOR PERCENTAGE TABLE

<u>Policy Age</u>	<u>Corridor Percentage</u>	<u>Policy Age</u>	<u>Corridor Percentage</u>
0-40	250%	60	130%
41	243%	61	128%
42	236%	62	126%
43	229%	63	124%
44	222%	64	122%
45	215%	65	120%
46	209%	66	119%
47	203%	67	118%
48	197%	68	117%
49	191%	69	116%
50	185%	70	115%
51	178%	71	113%
52	171%	72	111%
53	164%	73	109%
54	157%	74	107%
55	150%	75 – 90	105%
56	146%	91	104%
57	142%	92	103%
58	138%	93	102%
59	134%	94	101%
		95+	100%

SCHEDULE OF POLICY BENEFITS (CONTINUED)

**TABLE OF GUARANTEED COST OF INSURANCE RATES
MAXIMUM MONTHLY COST OF INSURANCE PER \$1,000**

<u>Policy</u> <u>Age</u>	MALE		FEMALE	
	<u>Non-Tobacco</u> <u>Classes</u>	<u>Tobacco</u> <u>Classes</u>	<u>Non-Tobacco</u> <u>Classes</u>	<u>Tobacco</u> <u>Classes</u>
0	0.08	N/A	0.04	N/A
1	0.05	N/A	0.03	N/A
2	0.03	N/A	0.02	N/A
3	0.02	N/A	0.02	N/A
4	0.02	N/A	0.02	N/A
5	0.02	N/A	0.02	N/A
6	0.02	N/A	0.02	N/A
7	0.02	N/A	0.02	N/A
8	0.02	N/A	0.02	N/A
9	0.02	N/A	0.02	N/A
10	0.02	N/A	0.02	N/A
11	0.02	N/A	0.02	N/A
12	0.03	N/A	0.02	N/A
13	0.03	N/A	0.03	N/A
14	0.04	N/A	0.03	N/A
15	0.05	0.05	0.03	0.03
16	0.06	0.07	0.03	0.03
17	0.07	0.08	0.03	0.04
18	0.08	0.09	0.04	0.04
19	0.08	0.10	0.04	0.05
20	0.08	0.11	0.04	0.05
21	0.08	0.11	0.04	0.05
22	0.08	0.12	0.04	0.05
23	0.08	0.12	0.04	0.06
24	0.08	0.13	0.04	0.06
25	0.08	0.14	0.04	0.06
26	0.09	0.14	0.04	0.07
27	0.09	0.15	0.05	0.07
28	0.09	0.15	0.05	0.08
29	0.09	0.15	0.05	0.08
30	0.09	0.15	0.05	0.09
31	0.08	0.15	0.06	0.09
32	0.08	0.15	0.06	0.10
33	0.09	0.16	0.06	0.11
34	0.09	0.16	0.07	0.12
35	0.09	0.17	0.07	0.13
36	0.10	0.18	0.08	0.14
37	0.10	0.19	0.09	0.15
38	0.11	0.20	0.09	0.16
39	0.11	0.21	0.09	0.17
40	0.12	0.23	0.10	0.18
41	0.13	0.25	0.11	0.19
42	0.14	0.28	0.11	0.20
43	0.16	0.31	0.12	0.22
44	0.18	0.34	0.13	0.24
45	0.19	0.38	0.14	0.26
46	0.21	0.42	0.16	0.29
47	0.23	0.46	0.17	0.32
48	0.24	0.48	0.19	0.36
49	0.26	0.50	0.21	0.40

SCHEDULE OF POLICY BENEFITS (CONTINUED)

**TABLE OF GUARANTEED COST OF INSURANCE RATES (continued)
MAXIMUM MONTHLY COST OF INSURANCE PER \$1,000**

<u>Policy</u> <u>Age</u>	MALE		FEMALE	
	<u>Non-Tobacco</u> <u>Classes</u>	<u>Tobacco</u> <u>Classes</u>	<u>Non-Tobacco</u> <u>Classes</u>	<u>Tobacco</u> <u>Classes</u>
50	0.28	0.54	0.23	0.45
51	0.30	0.58	0.26	0.50
52	0.33	0.64	0.29	0.56
53	0.36	0.71	0.32	0.62
54	0.41	0.79	0.35	0.69
55	0.46	0.88	0.39	0.76
56	0.51	0.98	0.43	0.84
57	0.57	1.08	0.48	0.92
58	0.62	1.16	0.52	0.99
59	0.68	1.26	0.57	1.08
60	0.75	1.37	0.62	1.17
61	0.83	1.51	0.67	1.27
62	0.93	1.68	0.73	1.37
63	1.05	1.86	0.79	1.48
64	1.17	2.06	0.85	1.59
65	1.30	2.25	0.93	1.71
66	1.43	2.43	1.00	1.84
67	1.56	2.61	1.09	1.99
68	1.70	2.80	1.19	2.15
69	1.85	2.99	1.30	2.32
70	2.03	3.21	1.41	2.52
71	2.23	3.46	1.55	2.74
72	2.50	3.80	1.70	2.99
73	2.78	4.15	1.86	3.26
74	3.07	4.50	2.05	3.55
75	3.40	4.90	2.25	3.85
76	3.75	5.34	2.47	4.17
77	4.17	5.85	2.71	4.53
78	4.65	6.43	2.98	4.90
79	5.22	7.11	3.28	5.32
80	5.84	7.83	3.61	5.76
81	6.55	8.65	4.06	6.39
82	7.30	9.49	4.56	7.08
83	8.11	10.37	5.07	7.76
84	9.02	11.34	5.64	8.49
85	10.04	12.50	6.28	9.24
86	11.19	13.78	6.87	9.87
87	12.47	15.18	7.76	10.87
88	13.85	16.67	8.70	11.88
89	15.33	18.25	9.71	12.91
90	16.91	19.88	10.66	13.75
91	18.42	21.38	11.14	13.93
92	20.02	22.93	12.09	14.68
93	21.73	24.57	13.53	15.91
94	23.59	26.30	15.37	17.50
95	25.57	28.26	17.70	19.97
96	27.43	30.02	19.97	22.28
97	29.46	31.92	22.37	24.66
98	31.67	33.97	22.79	24.78
99	34.10	36.18	24.20	25.97
100+	0.00	0.00	0.00	0.00

SCHEDULE OF POLICY BENEFITS (CONTINUED)

ADDITIONAL BENEFITS PROVIDED BY ENDORSEMENT OR RIDER

DESCRIPTION OF ADDITIONAL POLICY BENEFITS	YEARS PAYABLE/ EXPIRY DATE	BENEFIT UNITS OR AMOUNT	ANNUAL PREMIUM
[ACCIDENTAL DEATH BENEFIT]	[01/01/2044]	[\$50,000]	[\$42.00]
[ACCELERATED DEATH BENEFIT RIDER – TERMINAL ILLNESS]	[N/A]	[N/A]	[NONE]
[ACCELERATED DEATH BENEFIT RIDER – CHRONIC ILLNESS]	[N/A]	[N/A]	[NONE]
[CHILDRENS INSURANCE RIDER2]	[01/01/2040]	[5.00 UNITS]	[\$30.00]
[FLEXIBLE DISABILITY RIDER 2]	[01/01/2034]	[\$200.00 MONTHLY]	[\$96.00]
[GUARANTEED INSURABILITY RIDER]	[01/01/2014]	[\$10,000]	[\$20.04]
[PREMIUM DEPOSIT AGREEMENT]	[01/01/2094]	[\$500.00]	[NONE]
[WAIVER OF PREMIUM]	[01/01/2034]	[N/A]	[\$13.56]

INQUIRIES REGARDING YOUR POLICY SHOULD BE DIRECTED TO YOUR AGENT OR, IF HE OR SHE IS NOT AVAILABLE, TO OUR EXECUTIVE OFFICE AT THE FOLLOWING ADDRESS:

MIDLAND NATIONAL LIFE INSURANCE COMPANY
ATTN: POLICYOWNER SERVICE
ONE SAMMONS PLAZA
SIOUX FALLS, SD 57193
TOLLFREE 1-800-923-3223

EXTENDED NO LAPSE GUARANTEE SCHEDULE OF AMOUNTS

The amounts shown in this schedule are used only in the calculation of the Premium Guarantee Accounts and do **NOT** affect the calculation of the Account Value, Cash Surrender Value or Policy Proceeds. The Premium Guarantee Accounts are used only for the purpose of determining whether the Extended No Lapse Guarantee is in effect.

ACCOUNT EXPENSE:

Policy Expense: [\$6.00] per month to Policy Age 100
Unit Expense Factor: [\$0.2050] per month to Policy Age 100

ACCOUNT PREMIUM LOAD *:

Policy Year [1]
Cumulative Premiums up to [\$592] = [30%]
Cumulative Premiums from [\$592] to [\$4,144] = [0%]
Cumulative Premiums above [\$4,144] = [15%]
Policy Years [2-10]
Cumulative Premiums up to [\$592] = [20%]
Cumulative Premiums from [\$592] to [\$4,144] = [0%]
Cumulative Premiums above [\$4,144] = [15%]
Policy Years [11+]
Cumulative Premiums up to [\$592] = [20%]
Cumulative Premiums from [\$592] to [\$4,144] = [0%]
Cumulative Premiums above [\$4,144] = [0%]

* The Cumulative Premium for the Account Premium Load is set to 0 at the beginning of each Policy Year.

ACCOUNT INTEREST RATE:

Table A	[4.50%] per year for Policy Years [1-50] [5.00%] per year for Policy Years [51+]
Table B	[4.50%] per year for Policy Years [1-50] [5.00%] per year for Policy Years [51+]

EXTENDED NO LAPSE GUARANTEE SCHEDULE OF AMOUNTS (CONTINUED)

**GUARANTEED MONTHLY ACCOUNT PREMIUM RATES
FOR CALCULATING PREMIUM GUARANTEE ACCOUNT**

<u>Policy</u>			<u>Policy</u>			<u>Policy</u>		
<u>Year</u>	<u>Table A</u>	<u>Table B</u>	<u>Year</u>	<u>Table A</u>	<u>Table B</u>	<u>Year</u>	<u>Table A</u>	<u>Table B</u>
[1	[0.0100	[0.0600	[36	[0.2400	[2.0200	[71	[0.0000	[0.0000
2	0.0125	0.0725	37	0.2650	2.2150	72	0.0000	0.0000
3	0.0125	0.0825	38	0.2950	2.4750	73	0.0000	0.0000
4	0.0125	0.0950	39	0.3275	2.7450	74	0.0000	0.0000
5	0.0125	0.1050	40	0.3625	3.0325	75	0.0000	0.0000
6	0.0150	0.1150	41	0.4000	3.3450	76	0.0000	0.0000
7	0.0150	0.1275	42	0.4425	3.6675	77	0.0000	0.0000
8	0.0175	0.1375	43	0.4900	4.0425	78	0.0000	0.0000
9	0.0200	0.1500	44	0.5450	4.4775	79	0.0000	0.0000
10	0.0200	0.1625	45	0.6075	4.9800	80	0.0000	0.0000
11	0.0225	0.1825	46	0.6775	5.5250	81	0.0000	0.0000
12	0.0250	0.2050	47	0.7575	6.1425	82	0.0000	0.0000
13	0.0275	0.2300	48	0.8425	6.7775	83	0.0000	0.0000
14	0.0300	0.2550	49	0.9300	7.4575	84	0.0000	0.0000
15	0.0300	0.2800	50	1.0000	8.2100	85	0.0000	0.0000
16	0.0325	0.3000	51	1.0000	9.0425	86	0.0000	0.0000
17	0.0350	0.3250	52	1.0000	9.9625	87	0.0000	0.0000
18	0.0400	0.3525	53	1.0000	10.9600	88	0.0000	0.0000
19	0.0425	0.3875	54	1.0000	12.0200	89	0.0000	0.0000
20	0.0475	0.4225	55	1.0000	13.1300	90	0.0000	0.0000
21	0.0550	0.4650	56	1.0000	14.2800	91	0.0000	0.0000
22	0.0625	0.5125	57	1.0000	15.3425	92	0.0000	0.0000
23	0.0675	0.5625	58	1.0000	16.4400	93	0.0000	0.0000
24	0.0750	0.6125	59	1.0000	17.5900	94	0.0000	0.0000
25	0.0800	0.6700	60	1.0000	18.7975	95	0.0000	0.0000
26	0.0900	0.7575	61	1.0000	20.0575	96	0.0000	0.0000
27	0.1000	0.8400	62	1.0000	21.3025	97	0.0000	0.0000
28	0.1125	0.9425	63	1.0000	22.6300	98	0.0000	0.0000
29	0.1250	1.0575	64	1.0000	24.0475	99	0.0000	0.0000
30	0.1400	1.1775	65	1.0000	25.5600	100 +]	0.0000]	0.0000]
31	0.1550	1.3025	66	0.0000	0.0000			
32	0.1700	1.4300	67	0.0000	0.0000			
33	0.1850	1.5600	68	0.0000	0.0000			
34	0.2025	1.7000	69	0.0000	0.0000			
35]	0.2200]	1.8450]	70]	0.0000]	0.0000]			

EXTENDED NO LAPSE GUARANTEE SCHEDULE OF AMOUNTS (CONTINUED)

**TERM RIDER REQUIRED RIDER AMOUNTS
FOR CALCULATING PREMIUM GUARANTEE ACCOUNT**

RIDER INSURED: [JOHN DOE]

<u>Policy Year</u>	<u>Required Rider Amount</u>	<u>Policy Year</u>	<u>Required Rider Amount</u>	<u>Policy Year</u>	<u>Required Rider Amount</u>
[1	[0.0750	[36	[1.3750	[71	[0
2	0.0750	37	1.5425	72	0
3	0.0750	38	1.6850	73	0
4	0.0750	39	1.8775	74	0
5	0.0750	40	2.0925	75	0
6	0.0750	41	2.3225	76	0
7	0.0800	42	2.5675	77	0
8	0.0850	43	2.8250	78	0
9	0.0925	44	3.0925	79	0
10	0.1000	45	3.3775	80	0
11	0.1075	46	3.6875	81	0
12	0.1175	47	4.0350	82	0
13	0.1275	48	4.4250	83	0
14	0.1400	49	4.8675	84	0
15	0.1525	50	5.3500	85	0
16	0.1725	51	5.8625	86	0
17	0.1975	52	6.3950	87	0
18	0.2250	53	6.9425	88	0
19	0.2575	54	7.4950	89	0
20	0.2975	55	8.0600	90	0
21	0.3250	56	8.6425	91	0
22	0.3575	57	9.2550	92	0
23	0.3900	58	9.9175	93	0
24	0.4275	59	10.6575	94	0
25	0.4675	60	11.6000	95	0
26	0.5150	61	12.9425	96	0
27	0.5650	62	15.0800	97	0
28	0.6225	63	18.8275	98	0
29	0.6900	64	25.7900	99	0
30	0.7650	65	39.1850	100 +]	0]
31	0.8475	66	0.0000		
32	0.9350	67	0.0000		
33	1.0325	68	0.0000		
34	1.1350	69	0.0000		
35]]	1.2475]	70]	0.0000]		

SECTION 1: DEFINITIONS

The following are key words used in this Policy. They are important in describing both Your rights and Ours. When they are used, they are capitalized. As You read Your Policy, refer back to these definitions.

Assign – means to transfer Your rights as the Owner of this Policy to another person or entity. If You transfer all of Your rights irrevocably, the Assignment is absolute. If You transfer all or some of Your rights as the Owner of this Policy as security for a Policy Loan, but on the condition that they return to You once the Policy Debt is paid, then the Assignment is collateral. For details, see Section 3.9: Assignment.

Beneficiary – is the recipient of the Policy Proceeds at the Insured's death. For details, see Section 2.1.1: Proceeds Payable and Section 3.10: Beneficiary.

Cash Surrender Value – is the Account Value less any Surrender Charge.

Contingent Beneficiary – means the person(s) designated by You, to receive the Policy Proceeds if the named Primary Beneficiary dies before the Insured. In the event more than one Primary Beneficiary is named, the Contingent Beneficiary will become the Beneficiary if all named Primary Beneficiaries die before the Insured. If more than one Contingent Beneficiary is named, each named Contingent Beneficiary will share equally in any benefit or rights granted by this Contract, unless You have given Us other Written Notice.

Contingent Owner – if any, will become the Owner if the named Owner dies before the Insured. In the event of joint Owners, the Contingent Owner will become the Owner if both named joint Owners die before the Insured.

Contract – is this Policy, including any Endorsements or Riders, amendments, schedules, the attached written application for this Policy, and any attached supplemental written application(s).

Endorsement or Rider – is a form which amends this Policy or which provides additional benefits. When an Endorsement or Rider is attached to this Policy it is a part of this Policy and is subject to all the terms of this Policy unless We state otherwise in the Endorsement or Rider.

Exchange Period - is the period during which You may exchange this Policy to another plan of insurance. For details, see Section 11: Guaranteed Exchange Privilege.

Executive Office – is Our office in Sioux Falls, SD. The address of Our Executive Office is shown on Page 1.

Insured – is the person whose life is covered under this Policy. The Insured is shown in the Schedule of Policy Benefits.

Irrevocable Beneficiary – is a Beneficiary named by You as irrevocable, whose written consent is necessary for You to exercise any rights specified in this Policy.

Issue Age – is the Insured's age shown in the Schedule of Policy Benefits.

Maturity Date – is the date coverage under this Policy terminates and the Policy's Net Cash Surrender Value, if any, becomes payable to You, provided this Policy is then in effect and the Insured is alive. The Maturity Date is shown in the Schedule of Policy Benefits. This date may be extended. If it is extended, the Net Cash Surrender Value will not be paid out on the Maturity Date. For details, see Section 10: Maturity Date.

Maximum Premium Limits – is the amount of premiums that can be paid under this Policy without exceeding the guidelines under Section 7702 of the Internal Revenue Code of 1986, as amended, to qualify as life insurance. We will refund any premium as necessary for this Policy to continue to qualify as life insurance. If We accept a premium in error, We will refund it as soon as possible.

Monthly Anniversary – is the same day of the month as the Policy Date for each month this Policy is in effect.

Net Cash Surrender Value – is the Cash Surrender Value less any Policy Debt.

Owner – is the person who may exercise the rights under this Policy. For details, see Section 3.8.1: Owner's Rights.

Planned Periodic Premium – is the amount and frequency of premium payments You plan to make under this Policy and is shown in the Schedule of Policy Benefits.

DEFINITIONS (continued)

Policy Age – is the Issue Age plus the number of completed Policy Years.

Policy Anniversary – (or Contract Anniversary when used in any attached Endorsement or Rider, or other communications by Us) is the same day and month as the Policy Date for each year this Policy is in effect.

Policy Date – (or Contract Date or Issue Date when used in any attached Endorsement or Rider, or other communications by Us) is the date on which this Policy is issued and the insurance coverage becomes effective. The Policy Date is shown in the Schedule of Policy Benefits.

Policy Debt – (or Contract Debt when used in any attached Endorsement or Rider, or other communications by Us) is the total Policy Loan on this Policy on any date plus the accrued interest.

Policy Months and Policy Years – refers to the months and years during which this Policy is in effect. Policy Months and Policy Years are measured from the Policy Date.

Premium Class – is a classification determined by the underwriting process where the health and other conditions and histories of the Insured are evaluated. The Premium Class is shown in the Schedule of Policy Benefits.

Premium Load – is an amount that will be charged each time a premium is paid. The Premium Load is shown in the Schedule of Policy Benefits.

Primary Beneficiary – means the person(s), designated by You, who has the first right to receive the Policy Proceeds in the event of the death of the Insured. If more than one Primary Beneficiary is named, each named Beneficiary will share equally in any benefit or rights granted by this Contract, unless You have given Us other Written Notice.

Rider Charge – means the cost of additional benefits provided by any Riders.

Schedule of Policy Benefits – means the Schedule of Policy Benefits issued with this Policy on the Policy Date. It also means amendments to the Schedule of Policy Benefits for changes that may occur after the Policy Date.

Surrender Value – means the same as Net Cash Surrender Value when referenced in any attached Endorsement, Rider, or other communications by Us.

Withdrawal – means a portion of the Net Cash Surrender Value paid to You while the Insured is living.

Written Notice – means a written form satisfactory to Us and received by Us at Our Executive Office.

SECTION 2: POLICY PROCEEDS

2.1 PAYMENT OF PROCEEDS – Policy Proceeds, as used in this Policy, means the amount payable on the earliest of: (1) the Maturity Date; (2) the Surrender date of this Policy; or (3) the death of the Insured. The proceeds payable on the date of death of any other person insured by Endorsement or Rider will be as provided in the Endorsement or Rider.

2.1.1 PROCEEDS PAYABLE – If the Insured dies while this Policy is in effect, We will pay the Policy Proceeds to the Beneficiary within 30 days upon receipt at Our Executive Office of due proof of the Insured's death acceptable to Us. "Proof of death" includes, but is not limited to, a copy of the Insured's death certificate. Policy Proceeds payable at the Insured's death are equal to:

- (a) The amount of the Death Benefit; plus
- (b) Any Endorsement or Rider providing proceeds which are payable on the Insured's death; less
- (c) Any Policy Debt; and less
- (d) Any Additional Required Premium.

Policy Proceeds will be paid in one lump sum, unless You or the Beneficiary requests otherwise and such request is agreed to by Us. We will pay interest from the date of the Insured's death until the date when Policy Proceeds are paid in a single sum. The proceeds payable will include premiums paid for any period beyond the end of the Policy Month in which the Insured's death occurred. If proceeds are not paid within 30 days after our receipt of proof of the Insured's death, we will pay interest on the proceeds at the rate of 8% per year.

The Policy Proceeds will be exempt from the claims of creditors and from legal process, to the extent the law permits.

If this Policy is surrendered, or is in effect on the Maturity Date, and the Maturity Date has not been extended, the Policy Proceeds payable to You will be the Net Cash Surrender Value, if any, on such date.

2.2 DEATH BENEFIT – The Death Benefit Option You have chosen is shown in the Schedule of Policy Benefits.

Under the Level Death Benefit Option, the Death Benefit is the greater of:

- (a) The Specified Amount; or
- (b) The Minimum Death Benefit described in Section 2.3.

Under the Increasing Death Benefit Option, the Death Benefit is the greater of:

- (a) The Specified Amount plus the Account Value; or
- (b) The Minimum Death Benefit described in Section 2.3.

2.3 MINIMUM DEATH BENEFIT – The Minimum Death Benefit is equal to the Account Value multiplied by the Corridor Percentage. The Corridor Percentage is shown in the Corridor Percentage Table in the Schedule of Policy Benefits and changes on each Policy Anniversary

2.4 INTENDED TO QUALIFY AS LIFE INSURANCE – This coverage is intended to qualify as life insurance under the Internal Revenue Code of 1986, as amended. We reserve the right to amend this Policy so it remains qualified for treatment as life insurance. The Corridor Percentages and the Minimum Death Benefit are subject to change if required to continue to qualify this Policy as life insurance.

SECTION 3: GENERAL PROVISIONS

3.1 CONTRACT

3.1.1 ENTIRE CONTRACT – The entire Contract between You and Us consists of this Policy, including any attached Endorsements or Riders, any attached schedules, the attached written application for this Policy, and any attached supplemental written application(s). Each statement made in any such written application, in the absence of fraud, is deemed a representation and not a warranty. We will not use any statement made by the Insured, or on the Insured's behalf, to contest a claim under this Policy unless it is contained in a written application and attached to this Policy.

Any Endorsement or Rider attached to this Policy is a part of this Policy and is subject to the terms of this Policy, unless stated otherwise in the Endorsement or Rider.

3.2 CHANGES TO POLICY – No one has the authority to change any part of this Policy or to waive any of its provisions unless the change is approved in writing by Our President, one of Our Vice Presidents or Our Secretary. We may change this Contract without Your consent to conform to state or federal laws or regulations by attaching an Endorsement or Rider to this Contract that was approved by the proper regulatory authority.

3.3 INCONTESTABILITY – Except for provisions granting disability benefits or accidental death benefits, or for insufficient payment of premiums, We cannot contest this Policy or any Endorsement or Rider after it has been in effect during the Insured's lifetime for 2 years from the Policy Date or, if reinstated, for 2 years from the date of Reinstatement.

An increase in the Specified Amount or a Premium Class change effective after the Policy Date shall be incontestable only after such increase or Premium Class change has been in effect during the Insured's lifetime for 2 years from its effective date.

Increases, Premium Class changes and Reinstatements may be contested only with respect to material misstatements made in the application for the increase, Premium Class change or Reinstatement.

As long as this Policy remains contestable, the Insured, Owner, Beneficiary or next-of-kin will cooperate with the Company in any contestable investigation conducted by the Company, including, but not limited to, supplying the Company with necessary authorizations for medical and other information.

3.4 SUICIDE – If the Insured commits suicide, while sane or insane, within 2 years from the Policy Date, Our liability is limited to an amount equal to the total premiums paid, less any Policy Debt, Withdrawals, Withdrawal Charge, and Withdrawal Processing Fee. We will pay this amount to the Beneficiary in one lump sum.

If the Insured commits suicide, while sane or insane, within 2 years from the effective date of any increase in coverage, Our liability with respect to such increase is limited to the Cost of Insurance charged for such increase.

3.5 MISSTATEMENT OF AGE OR SEX – If, after the death of the Insured, We learn that the age or sex of the Insured has been stated incorrectly, the Death Benefit payable will be that which would have been purchased by the most recent Cost of Insurance based on the Insured's correct age and sex. If, while the Insured is alive, We learn that the age or sex of the Insured has been stated incorrectly, the Account Value will be recalculated from the Policy Date using Monthly Deductions based on the Insured's correct age and sex. Thereafter, Monthly Deductions will be based upon the correct age and sex of the Insured. Also, the Premium Guarantee Accounts will be recalculated from the Policy Date using Required Premiums and Account Expenses based on the Insured's correct age and sex. Thereafter, Required Premiums and Account Expenses will be based on the correct age and sex of the Insured.

If, after the death of the person covered under an Endorsement or Rider, We learn that the age or sex of the person covered under an Endorsement or Rider has been stated incorrectly, the benefit payable will be that which would have been purchased by the most recent Endorsement or Rider charge based on the covered person's correct age and sex.

If, while the person covered under an Endorsement or Rider is alive, We learn that the age or sex of the person covered under an Endorsement or Rider has been stated incorrectly, the Account Value will be recalculated from the effective date of the Endorsement or Rider using Monthly Deductions based on the correct age and sex of the person covered under an Endorsement or Rider. Thereafter, Monthly Deductions will be based upon the covered person's correct age and sex. Also, the Premium Guarantee Accounts will be recalculated from the Policy Date using Required Rider Amounts based on the correct age and sex of the person covered under an Endorsement or Rider. Thereafter, Required Rider Amounts will be based on the correct age and sex of the person covered under an Endorsement or Rider.

3.6 TAX IMPLICATIONS – If this Policy is in effect at the Insured's Policy Age 100, it is recommended that You contact a tax advisor since maintaining this Policy beyond such age may be subject to tax consequences. In addition, it is recommended that You contact a tax advisor before taking out a Policy Loan or a Withdrawal on this Policy to assess tax consequences. These recommendations are not intended as tax advice.

3.7 NON-PARTICIPATING – This Policy does not share in Our profits or surplus.

3.8 OWNERSHIP AND BENEFICIARY

3.8.1 OWNER'S RIGHTS – This Contract belongs to You. You have all rights granted by this Contract, including the right to change Owners and Beneficiaries, subject to the rights of:

- (a) Any assignee of record with Us
- (b) Any Irrevocable Beneficiary; and
- (c) Any restricted ownership

We must receive Written Notice informing Us of any change, designation or revocation. Once recorded, a change, designation or revocation takes effect as of the date the Written Notice was signed. However, We are not liable for payments made by Us before We record the Written Notice.

3.8.2 CHANGE OF OWNER OR CONTINGENT OWNER – On the Policy Date the Owner and any Contingent Owner are as designated in the application. You may change the Owner by absolute Assignment. For details, see Section 3.9: Assignment. You may designate, change, or revoke a Contingent Owner. We must receive Written Notice informing Us of the designation, change, or revocation. Upon receipt, a designation, change, or revocation takes effect as of the date the Written Notice was signed. However, We are not liable for any payment made by Us before We record the Written Notice.

3.9 ASSIGNMENT – You may Assign this Policy. We are bound by an Assignment only if We receive the original Assignment, or a certified copy, at Our Executive Office and it is accepted and recorded by Us. We are not liable for any payment made by Us before We record the Assignment. We take no responsibility for the validity of any Assignment.

You may revoke any Assignment prior to its effective date provided We receive Written Notice of revocation before the Assignment is recorded by Us.

An Assignment will not change or revoke the Beneficiary designation in effect at the time the Assignment is made. If an Assignment is absolute, Your rights and privileges, including any right to change the Beneficiary, vest in the assignee. If any Assignment is collateral, the collateral assignee has priority over the interest of any Beneficiary or payee.

3.10 BENEFICIARY – On the Policy Date, the Beneficiary is as stated in the application. If no Beneficiary is designated in the application, You are the Beneficiary. A Beneficiary is revocable unless otherwise stated in the Beneficiary designation. If no Primary Beneficiary is living at the time of the Insured's death, the Policy Proceeds are payable to the Contingent Beneficiary, if any. If no Beneficiary is living at the time of the Insured's death, You or Your estate will receive the Policy Proceeds.

3.10.1 CHANGE OF BENEFICIARY – You may change a revocable Beneficiary. An Irrevocable Beneficiary can be changed if the current Irrevocable Beneficiary consents to the change. We must receive Written Notice informing Us of the change. Upon receipt, a change takes effect as of the date the Written Notice was signed. However, We are not liable for any payment made by Us before We record the Written Notice.

3.10.2 BENEFICIARY DEATH IN COMMON EVENT – If any Beneficiary dies with the Insured in a common event, benefits will be paid as if the Beneficiary predeceased the Insured unless it is proved otherwise to Our satisfaction.

3.11 RIGHT TO REQUEST THIS POLICY – If You request a change that would cause the information in the Schedule of Policy Benefits, the application or any supplemental application to be incorrect, We reserve the right to require this Policy be returned to Us so that the appropriate changes can be made.

3.12 EFFECTIVE DATE – Benefits under this Policy become effective as follows:

- (a) All benefits provided in the original application are effective as of the Policy Date.
- (b) Any increase in Specified Amount, Premium Class change or addition to coverage is effective on the Monthly Anniversary that falls on or next follows the date We approve any supplemental application. A notice will be mailed to Your last known address confirming the change and effective date of the change.

For any insurance that has been reinstated, coverage is effective on the Monthly Anniversary that falls on or next follows the date We approve the application for Reinstatement.

3.13 TERMINATION OF COVERAGE – All benefits provided by this Policy will cease if:

- (a) You request that this Policy be surrendered by asking Us to pay You the full Net Cash Surrender Value; or
- (b) The Insured dies; or
- (c) This Policy matures; or
- (d) This entire Specified Amount of this Policy is exchanged under the terms of the Full Exchange provision as described in Section 11.3; or
- (e) This Policy reaches the end of the Grace Period without payment of the Additional Required Premium.

We reserve the right to terminate any Endorsement or Rider at the Insured's Policy Age 100 if charges for such forms are deducted from the Account Value at that time.

SECTION 4: PREMIUMS

- 4.1 PAYMENT OF PREMIUMS** – Premiums are payable in advance. The first premium is due on the Policy Date and may be paid to Our authorized agent or to Us at Our Executive Office. Premiums received before the Policy Date are applied on the Policy Date. Each premium, other than the first, must be paid to Us at Our Executive Office. Subject to the Minimum Unscheduled Premium Payment amount shown in the Schedule of Policy Benefits, and subject to the Maximum Premium Limits, subsequent premium payments may be made at any time while this Policy is in effect.

We will send premium notices to You at Your last known address annually, semi-annually, or quarterly. You may also pay premiums using a monthly automatic payment plan. You may ask Us to change the amount or frequency of the premium notices as long as the amount is sufficient to keep Your Policy in effect and does not violate the Maximum Premium Limits. A premium receipt signed by one of Our officers will be furnished upon request.

We reserve the right to limit the number and amount of any premium payments. We will not accept premiums in excess of the Maximum Premium Limits unless needed to keep this Policy in effect.

Premium is not accepted in any years following Policy Age 100. This includes premium for any Rider.

- 4.2 CONTINUATION OF INSURANCE** – Subject to the Grace Period provision, even if You stop paying premiums, this Policy will continue as long as:

- (a) The Net Cash Surrender Value is sufficient to allow Monthly Deductions; or
- (b) This Policy is within the 5-Year No Lapse Guarantee Period and the 5-Year No Lapse Guarantee Premium Requirement has always been satisfied.
- (c) The Policy is beyond the 5-Year No Lapse Guarantee Period and the Extended No Lapse Guarantee is in effect, as described in Section 5.

- 4.3 5-YEAR NO LAPSE GUARANTEE PERIOD** – The 5-Year No Lapse Guarantee Period begins on the Policy Date shown in the Schedule of Policy Benefits and ends on the fifth Policy Anniversary. Regardless of the amount of Net Cash Surrender Value, this Policy is guaranteed to remain in effect during the 5-Year No Lapse Guarantee Period if, on each Monthly Anniversary, the 5-Year No Lapse Guarantee Premium Requirement is satisfied.

During the 5-Year No Lapse Guarantee Period, the Account Value may have a negative balance. We will not credit or charge interest on this negative balance. Monthly Deductions will continue to be made and will be deducted from the negative balance.

If the Extended No Lapse Guarantee does not keep the Policy in effect beyond the 5-Year No Lapse Guarantee Period, We will send notice to You of the amount of any negative balance, plus the current Monthly Deduction. Such notice will be mailed to Your last known address no later than 30 days prior to termination. You will have 61 days to pay the sum. If the sum of the negative balance plus the current Monthly Deduction remains unpaid at the end of the 61 days, this Policy will terminate without value.

- 4.4 5-YEAR NO LAPSE GUARANTEE PREMIUM REQUIREMENT** – The 5-Year No Lapse Guarantee Premium Requirement is satisfied if the sum of the premiums paid is greater than or equal to:

- (a) The sum of the 5-Year No Lapse Guarantee Premiums for each Policy Month from the Policy Date up to and including the current month; plus
- (b) Any Withdrawal, Withdrawal Charge, and Withdrawal Processing Fee; plus
- (c) Any Policy Debt.

The 5-Year No Lapse Guarantee Premium in effect on the Policy Date is shown in the Schedule of Policy Benefits. We will adjust the 5-Year No Lapse Guarantee Premium due to a Policy change, such as, but not limited to, an increase or decrease in the Specified Amount, the addition or removal of an Endorsement, or Rider, a change in the Premium Class, or a change in the Death Benefit Option. A notice will be mailed to Your last known address confirming the change, effective date of the change, and the adjusted 5-Year No Lapse Guarantee Premium.

4.5 GRACE PERIOD – Before this Policy will terminate for insufficient payment of premium, a Grace Period of 61 days will be given for the payment of additional premiums to keep this Policy in effect. Notice of such premium will be mailed to Your last known address no later than 30 days prior to termination. Such notice is also sent to any assignee of record. During the Grace Period, the Death Benefit will be equal to the Death Benefit in effect immediately prior to the Grace Period, less any Additional Required Premium that was due during the Grace Period. The Grace Period will begin on any Monthly Anniversary where this Policy does not meet the conditions described in Section 4.2: Continuation of Insurance. If the Grace Period expires without payment of the Additional Required Premium, this Policy will terminate at the end of the Grace Period without value. If the Insured dies during the Grace Period, We will deduct the Additional Required Premium from the Death Benefit.

4.6 ADDITIONAL REQUIRED PREMIUM – If this Policy is within the 5-Year No Lapse Guarantee Period, the Additional Required Premium to keep this Policy in effect will be the lesser of:

- (a) The premium needed to satisfy the 5-Year No Lapse Guarantee Premium Requirement at the beginning of the Grace Period; or
- (b) The premium needed to increase the Net Cash Surrender Value to an amount that allows the Monthly Deduction to be made.

If this Policy is beyond the 5-Year No Lapse Guarantee Period, the Additional Required Premium will be the lesser of:

- (a) The premium needed to keep the Extended No Lapse Guarantee in effect, as described in Section 5; or
- (b) The premium needed to increase the Net Cash Surrender Value to an amount that allows the Monthly Deduction to be made.

4.7 REINSTATEMENT – This Policy may be reinstated following the end of the Grace Period. Such Reinstatement must be made while the Insured is living and within 5 years of the expiration of the Grace Period. For such Reinstatement, We will require:

- (a) Written application for Reinstatement received by Us;
- (b) Evidence of insurability satisfactory to Us which may result in the reinstated policy being in a different Premium Class;
- (c) Payment sufficient to carry this Policy from the beginning of the Grace Period to the date of Reinstatement, which includes the Premium Load and all overdue Monthly for the Account Value and the Account Premium Load and all overdue Required Premiums and Account Expenses for the Premium Guarantee Accounts, plus payment of premium that is enough to keep this Policy in effect for 2 months following Reinstatement; and
- (d) Payment or restoration of any Policy Debt.

If this Policy is reinstated during the 5-Year No Lapse Guarantee Period, We will reinstate the 5-Year No Lapse Guarantee Period, but in no event will it extend beyond the fifth policy Anniversary. To reinstate the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Requirement must be satisfied at the time of Reinstatement.

If this Policy is reinstated after the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Period will not apply.

If the Policy is reinstated after the 5-Year No Lapse Guarantee Period, the Extended No Lapse Guarantee is available as described in Section 5.

Reinstatement is effective on the first Monthly Anniversary on or following Our approval of the Reinstatement.

Any Policy Debt as of the date of termination will be reinstated with interest accrued, from the date of termination.

A surrendered Policy cannot be reinstated.

SECTION 5: EXTENDED NO LAPSE GUARANTEE

If, on any Monthly Anniversary after the 5-Year No Lapse Guarantee Period, the total of all Premium Guarantee Accounts (hereinafter referred to as PGA I or PGA II) is greater than or equal to the Policy Debt, then the Extended No Lapse Guarantee is in effect and the Policy will not enter the Grace Period or lapse due to its Net Cash Surrender Value, even if the Net Cash Surrender Value is insufficient to pay the Monthly Deduction. This Extended No Lapse Guarantee does not prevent the Policy from entering the Grace Period during the 5-Year No Lapse Guarantee Period.

5.1 Premium Guarantee Accounts — The Premium Guarantee Accounts are reference values used to determine whether the Extended No Lapse Guarantee is in effect to provide the Benefit shown above. Each Premium Guarantee Account is equal to the accumulation at interest of:

- (a) That Premium Guarantee Account from the end of the previous Policy Month; plus
- (b) Any Premiums received in that account during the current Policy Month, less the Account Premium Load; minus
- (c) The Required Premium deducted from that account at the beginning of the current Policy Month; minus
- (d) The Account Expenses deducted from that account at the beginning of the current Policy Month; minus
- (e) The Required Rider Amount deducted from that account at the beginning of the current Policy Month; minus
- (f) Any Withdrawals of Net Cash Surrender Value made during the current Policy Month that were deducted from that account.

PGA I on the Policy Date is equal to any premium received on or before the Policy Date less the Account Premium Load minus the Required Premium Amount, minus the Required Rider Amount, minus the Account Expense due on the Policy Date. PGA II is equal to zero on the Policy Date.

The Premium Guarantee Accounts are used only for the purpose of determining whether the Extended No Lapse Guarantee is in effect. They do not represent an independent dollar value that can be accessed by You. Further, they do not affect the calculation of the actual Account Value, Net Cash Surrender Value or any other value described in the Policy.

5.2 ACCOUNT PREMIUM LOAD – The Account Premium Load will be deducted from each premium paid in the calculation of the Premium Guarantee Accounts. The Account Premium Load, and the number of Policy Years it is deducted, are shown in the Extended No Lapse Guarantee Schedule of Amounts. The Account Premium Load depends on the cumulative premium that is paid each Policy Year, as shown in the Extended No Lapse Guarantee Schedule of Amounts.

5.3 ACCOUNT INTEREST RATE – The effective annual Account Interest Rate for the Premium Guarantee Accounts is guaranteed in all years and is shown in the Extended No Lapse Guarantee Schedule of Amounts. Interest Rate Table A will be used for PGA I and Interest Rate Table B will be used for PGA II. The monthly Account Interest Rate is the monthly rate that will produce an effective annual yield equal to the Account Interest Rate.

5.4 REQUIRED PREMIUM FOR EXTENDED NO LAPSE GUARANTEE – The Required Premium for the Extended No Lapse Guarantee is determined on each Monthly Anniversary. It is equal to: (a) multiplied by the difference between (b) and (c), divided by 1,000, where:

- (a) The Account Premium Rate;
- (b) The Account Death Benefit divided by the sum of one plus the monthly Account Interest Rate for PGA II; and
- (c) The total of all Premium Guarantee Accounts.

5.5 ACCOUNT DEATH BENEFIT – Under the Level Death Benefit Option, the Account Death Benefit is the greater of:

- (a) The Specified Amount in effect for the Policy Month; or
- (b) The total of the Premium Guarantee Accounts multiplied by the Corridor Percentage.

Under the Increasing Death Benefit Option, the Account Death Benefit is the greater of:

- (a) The Specified Amount in effect for the Policy Month, plus the total of the Premium Guarantee Accounts; or
- (b) The total of the Premium Guarantee Accounts multiplied by the Corridor Percentage.

The Account Death Benefit is used only for the purpose of determining the Premium Guarantee Accounts. It does not represent an independent dollar value that will be payable upon death.

5.6 ACCOUNT PREMIUM RATES – The Account Premium Rates are based on the Issue Age, Policy Year, Sex, Specified Amount, and Premium Class of the Insured. The monthly Account Premium Rates are guaranteed in all years and are shown on the Extended No Lapse Guarantee Schedule of Amounts Table A and Table B. Table B will be applied if PGA II is not equal to zero, otherwise Table A will apply.

5.7 ACCOUNT EXPENSE – The monthly Account Expense is equal to the sum of the Policy Expense and the Unit Expense.

- **Policy Expense** – The Policy Expense, and the number of Policy Years it is deducted, are shown on the Extended No Lapse Guarantee Schedule of Amounts.
- **Unit Expense** – The Unit Expense is equal to the Unit Expense Factor shown on the Extended No Lapse Guarantee Schedule of Amounts times the current Specified Amount divided by 1,000. The Unit Expense is deducted for the number of Policy Years shown on the Extended No Lapse Guarantee Schedule of Amounts.

5.8 REQUIRED RIDER AMOUNT – The Required Rider Amount is based on the additional benefits provided by any Riders attached to the Policy. The Required Rider Amount for any Term Rider is shown in the Extended No Lapse Guarantee Schedule of Amounts. The Required Rider Amount for all other Riders will be the same as the Rider Charge that is deducted from the Account Value.

5.9 ALLOCATION AMONG PREMIUM GUARANTEE ACCOUNTS – Premiums, Withdrawals, Required Premiums, Account Expenses and Required Rider Amounts will be allocated among the Premium Guarantee Accounts by the following rules:

- (a) Premiums:
 - 1. If the initial premium, allocate to PGA I.
 - 2. If any other premium paid while the total of all Premium Guarantee Accounts exceeds zero, allocate to PGA I.
 - 3. Otherwise, allocate to PGA II.
- (b) Withdrawals:
 - 1. Allocate to PGA I until it is reduced to zero.
 - 2. Allocate remaining balance to PGA II.
- (c) Required Premiums, Account Expenses and Required Rider Amounts:
 - 1. Allocate to PGA II until it is reduced to zero.
 - 2. Allocate balance to PGA I until it is reduced to zero.
 - 3. Allocate remaining balance to PGA II (in addition to any allocation to PGA II made in (c) 1, above).

5.10 WAIVER OF CHARGES – If the Policy contains a Waiver of Charges Disability Benefit Rider and a Total Disability claim is approved while the Extended No Lapse Guarantee is effective, then for any month for which Monthly Deductions are thereby waived, Required Premium Amounts, the Account Expense and Required Rider Amounts will not be deducted from the Premium Guarantee Accounts.

SECTION 6: CHANGES IN COVERAGE

6.1 CHANGES IN SPECIFIED AMOUNT – You may change the Specified Amount while the Insured is living and while this Policy is in effect. You must send Us Written Notice for the change. We reserve the right to limit the number of changes to one per year. If We approve the change, We will send You a notice confirming the change and the effective date of the change. Such notice will be mailed to Your last known address. We reserve the right to refuse any increase in the Specified Amount when the Insured's Policy Age is greater than the maximum issue age available for this Policy. We reserve the right to limit increases to the Specified Amount after 15 Policy Years. Any change in Specified Amount is subject to the following conditions:

- (a) If the Specified Amount is decreased:
 - 1. The Specified Amount may not be decreased to less than the Minimum Specified Amount shown in the Schedule of Policy Benefits;
 - 2. The Specified Amount may not be reduced prior to the third Policy Year without prior approval by Us;
 - 3. The Specified Amount may not be decreased to an amount that would cause the Maximum Premium Limits to be violated;
 - 4. All decreases in Specified Amount will decrease previous increases in reverse order before decreasing the original Specified Amount;
 - 5. During the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Premium shown in the Schedule of Policy Benefits may decrease;
 - 6. The Surrender Charge Factors will be applied to the reduced Specified Amount;
 - 7. The Extended No Lapse Guarantee Charge will be applied to the reduced Specified Amount; and
 - 8. There may be a charge for the decrease as described in Section 6.2: Charge for Decreases.

- (b) If the Specified Amount is increased:
 - 1. The Specified Amount may not be increased by less than the Minimum Increase Amount shown in the Schedule of Policy Benefits;
 - 2. The increase must be applied for on a supplemental application;
 - 3. We will need evidence of insurability satisfactory to Us;
 - 4. The Surrender Charge will increase and a new Surrender Charge period will apply to the increase;
 - 5. The portion of the Specified Amount representing the increase may be assigned a Premium Class different from the Premium Class assigned to the original Specified Amount or to any other increase;
 - 6. During the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Premium shown in the Schedule of Policy Benefits will increase, but the 5-Year No Lapse Guarantee Period will not be changed; and
 - 7. A new Extended No Lapse Guarantee Charge will apply to the amount of the increase.

6.2 CHARGE FOR DECREASES – Any requested decrease will be subject to a decrease charge if any Surrender Charges remain at the time of the decrease. The decrease charge will be deducted from the Account Value on the date of the decrease. If the Account Value is smaller than the decrease charge, an additional premium payment will be required to increase the Account Value to an amount that allows the decrease charge to be deducted. The decrease charge will not apply to the Premium Guarantee Accounts.

The maximum decrease charge will be the decrease amount's pro rata share of the Specified Amount times the Surrender Charge on the date of the decrease. When a decrease is preceded by one or more increases, the maximum decrease charge will be computed, to the extent needed, in the following order from the:

- (a) Most recent increase; then
- (b) Next most recent increases, if any, in reverse order of their occurrence; and lastly,
- (c) Original Specified Amount of this Policy.

If there is no Policy Debt at the time of the decrease, an alternate decrease charge will be calculated, and the decrease charge will equal the lesser of the maximum decrease charge and the alternate decrease charge. The alternate decrease charge will be the decrease amount's pro rata share of the Specified Amount times the Account Value on the date of the decrease.

If there is Policy Debt at the time of the decrease, the alternate decrease charge does not apply and the decrease charge will be equal to the maximum decrease charge.

The Surrender Charge after a decrease will be computed separately for the remaining original Specified Amount and each remaining increase layer, if any. Each Surrender Charge will be equal to the remaining Specified Amount for that layer, divided by 1000 and multiplied by the amount shown in the applicable Table of Surrender Charges for that Policy Year.

6.3 CHANGES IN DEATH BENEFIT OPTION – You may change the Death Benefit Option while the Insured is living and this Policy is in effect. You must send Us Written Notice for the change. If We approve the change, We will send You a notice confirming the change and the effective date of the change. Such notice will be mailed to Your last known address. We will not allow a change if it would cause the Maximum Premium Limits to be violated. Any change to the Death Benefit Option is subject to the following conditions:

- (a) If the change is from Level Death Benefit Option to Increasing Death Benefit Option:
1. The Specified Amount will not change;
 2. The Death Benefit will be increased by the amount of the Account Value, as described in Section 2.2: Death Benefit;
 3. We may require evidence of insurability satisfactory to Us; and
 4. During the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Premium, Surrender Charge, and Extended No Lapse Guarantee Charge will not change.

However, You may request that the Specified Amount be reduced to equal the current Specified Amount minus the current Account Value. If You make this request:

1. The change will not be allowed if it would result in the Specified Amount being less than the Minimum Specified Amount shown in the Schedule of Policy Benefits;
2. There will be a charge for the decrease as described in Section 6.2: Charge for Decreases;
3. During the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Premium shown in the Schedule of Policy Benefits may decrease;
4. The Surrender Charge Factors will be applied to the reduced Specified Amount; and
5. The Extended No Lapse Guarantee Charge will be applied to the reduced Specified Amount.

- (b) If the change is from Increasing Death Benefit Option to Level Death Benefit Option:
1. The Specified Amount will be increased to equal the current Specified Amount plus the current Account Value;
 2. The Surrender Charge will increase and a new Surrender Charge period will apply to the increase;
 3. During the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Premium shown in the Schedule of Policy Benefits may increase; and
 4. We reserve the right to apply a new Extended No Lapse Guarantee Charge to the amount of the increase.

However, You may request that the Specified Amount remain constant. If You make this request, You must send us Written Notice and the 5-Year No Lapse Guarantee Premium, Extended No Lapse Guarantee Charge and Surrender Charge will not change.

6.4 CHANGES IN RIDERS – Endorsements or Riders may be added to this Policy after the Policy Date. To apply for an available Endorsement or Rider, or to remove an existing Endorsement or Rider prior to its termination date, You must send Us Written Notice for the change. If We approve the request, We will send You a notice confirming the change and the effective date of the change. Such notice will be mailed to Your last known address. We will not allow a change if it would cause the Maximum Premium Limits to be violated.

(a) If an Endorsement or Rider is added:

1. The Endorsement or Rider must be applied for on a supplemental application;
2. We may require satisfactory evidence of the insurability of the person to be covered under the Endorsement or Rider;
3. During the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Premium shown in the Schedule of Policy Benefits may increase;
4. The cost, if any, of the additional benefit provided by the Endorsement or Rider will be included in future Monthly Deductions; and
5. The Surrender Charge and Extended No Lapse Guarantee Charge will not change.

(b) If an Endorsement or Rider is removed:

1. During the 5-Year No Lapse Guarantee Period, the 5-Year No Lapse Guarantee Premium shown in the Schedule of Policy Benefits may decrease;
2. The cost of the additional benefit, if any, provided by the Endorsement or Rider being removed will not be included in future Monthly Deductions; and
3. The Surrender Charge and Extended No Lapse Guarantee Charge will not change.

6.5 CHANGES IN PREMIUM CLASS – A change in an Insured's Premium Class may be requested at the end of the first Policy year. The Insured must meet the eligibility requirements for a specified Premium Class. To apply for a change in Premium Class, We will require:

- (a) A written application for a Premium Class change received by Us; and
- (b) Evidence of insurability satisfactory to Us.

A Premium Class change is effective on the first Monthly Anniversary on or following Our approval of such change. We will send You a Written Notice confirming the Premium Class change and the effective date of the change. Such notice will be mailed to Your last known address. A Premium Class change is subject to Section 3.3: Incontestability.

SECTION 7: POLICY VALUES

7.1 ACCOUNT VALUE – The Account Value is equal to the accumulation at interest of:

- (a) The Account Value from the end of the previous Policy Month; plus
- (b) Any Premiums received during the current Policy Month, less the Premium Load; minus
- (c) The Monthly Deduction made at the beginning of the current Policy Month; minus
- (d) Any Withdrawals made during the current Policy Month; minus
- (e) Any Withdrawal Charge and Withdrawal Processing Fee assessed during the current Policy Month; minus
- (f) Any charge for a decrease in Specified Amount made during the current Policy Month.

The Account Value on the Policy Date is any Premium received on or before the Policy Date less the Premium Load minus the Monthly Deduction due on the Policy Date.

Any deductions, charges or Withdrawals taken from the Account Value will be deducted from the most recent premium payments that remain in the Account Value.

7.2 INTEREST RATE ON ACCOUNT VALUE – The Guaranteed Interest Rate shown in the Schedule of Policy Benefits is the minimum annual interest rate We will apply to the Account Value for the life of this Policy. The Minimum Current Interest Rate Guaranteed for First Policy Year in effect on the Policy Date is shown in the Schedule of Policy Benefits.

We may credit current interest rates that are greater than the Guaranteed Interest Rate at Our option based on Our expectation as to future experience. The factors We consider in setting the current interest rates may vary from time to time at Our sole discretion, and there is no assurance that any interest will be credited in the future at a rate in excess of the Guaranteed Interest Rate. We review interest rates at least

monthly. Any change in the current interest rates will take effect on the date that We declare. The current interest rate will never be less than the Guaranteed Interest Rate.

The current interest rates applied to the Account Value may vary based on the date of premium payments. The loaned portion of the Account Value may be credited at a different interest rate that will not be less than the Guaranteed Interest Rate.

7.3 MONTHLY DEDUCTION – The Monthly Deduction for a Policy Month is equal to the:

- (a) Cost of Insurance for that Policy Month; plus
- (b) Expense Amount described in Section 7.5; plus
- (c) Rider Charge for that Policy Month.

7.4 COST OF INSURANCE – The Cost of Insurance is determined on each Monthly Anniversary. It is determined separately for the original Specified Amount and each increase in the Specified Amount. The Cost of Insurance is equal to (a) multiplied by the difference between (b) and (c), divided by 1000 where:

- (a) Is the Cost of Insurance Rate;
- (b) Is the Death Benefit divided by the Cost of Insurance Discount Factor shown in the Schedule of Policy Benefits; and
- (c) Is the Account Value prior to the Monthly Deduction for that Policy Month.

7.5 EXPENSE AMOUNT – The Expense Amount will never be more than:

- (a) The Policy Expense Charge shown in the Schedule of Policy Benefits; plus
- (b) The Extended No Lapse Guarantee Charge shown in the Schedule of Policy Benefits multiplied by the Specified Amount divided by 1000.

The Extended No Lapse Guarantee Charge is determined separately for the original Specified Amount and each increase in the Specified Amount.

7.6 COST OF INSURANCE RATES – The monthly Cost of Insurance Rates in a Premium Class will never be more than those shown in the Table of Guaranteed Cost of Insurance Rates in the Schedule of Policy Benefits. We may declare Cost of Insurance Rates that differ from those shown in the Table of Guaranteed Cost of Insurance Rates in the Schedule of Policy Benefits. Cost of Insurance Rates are based on the Issue Age, Policy Anniversary, Sex, Specified Amount, and Premium Class of the Insured.

7.7 DECLARED RATES AND CHARGES – We may declare Cost of Insurance Rates, Expense Amounts, Premium Load, Withdrawal Processing Fee, and Interest Rates that differ from those stated in the Schedule of Policy Benefits. Changes in the Cost of Insurance Rates, Expense Amounts, Premium Load, Withdrawal Processing Fee, and Interest Rates will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency, and expenses. Changes in the declared Cost of Insurance Rates and Expense Amounts will vary by the Issue Age, Policy Anniversary, Sex, Specified Amount, and Premium Class of the Insured.

7.8 SURRENDER – At any time while the Insured is alive and this Policy is in effect, upon Written Notice, You may Surrender this Policy for its Net Cash Surrender Value. We will pay the Net Cash Surrender Value in one lump sum. If this Policy is surrendered, coverage will terminate.

7.9 CASH SURRENDER VALUES – The Cash Surrender Value is equal to the Account Value less the Surrender Charge. All policy values, including the Cash Surrender Values, are at least equal to those required on the Policy Date by the state in which this Policy was delivered. Where required, a detailed statement of the cash values and reserves under this Policy has been filed with the insurance department of the state in which this Policy was delivered. The minimum Cash Surrender Value is based on the table shown under the Basis of Values section in the Schedule of Policy Benefits, appropriately modified for rated or substandard Premium Classes, and the Guaranteed Interest Rate shown in the Schedule of Policy Benefits.

If a Surrender occurs during the first 31 days of a Policy Year, the Cash Surrender Value will not be less than it was on the first day of that Policy Year, less any subsequent Policy Loans and Withdrawals.

7.10 SURRENDER CHARGE – The Surrender Charge varies by Policy Year. It is based on the Sex and Issue Age of the Insured. The Surrender Charge for the original Specified Amount is equal to:

- (a) The Surrender Charge Factor found in the Table of Surrender Charges in the Schedule of Policy Benefits; multiplied by
- (b) The Specified Amount divided by 1000.

As described in Section 6: Changes In Coverage, a portion of the Surrender Charge will be charged upon a requested decrease in Specified Amount. When this occurs, remaining Surrender Charges are reduced.

As described in Section 7.12: Withdrawal Charge, a Withdrawal Charge may be charged against the Account Value when a Withdrawal occurs. When this occurs, remaining Surrender Charges are reduced.

If an increase in Specified Amount is requested and approved, additional Surrender Charges will apply to this Policy. We will provide notice of the amount and duration of those charges to Your last known address.

7.11 WITHDRAWALS – You may request a Withdrawal of part of the Net Cash Surrender Value on any Monthly Anniversary before the Maturity Date while the Insured is living and this Policy is in effect. You must send Us Written Notice for the request.

The Maximum Withdrawal Percentage of the Net Cash Surrender Value at the time of Withdrawal allowed in any one Policy Year is shown in the Schedule of Policy Benefits. Withdrawals in excess of this amount will not be allowed. Any request for a Withdrawal must be at least the Minimum Withdrawal Amount shown in the Schedule of Policy Benefits. We reserve the right to limit the number of Withdrawals to one in the first Policy Year.

The total amount deducted from the Account Value upon a Withdrawal will be:

- (a) The amount of the Withdrawal requested; plus
- (b) The Withdrawal Charge, if any; plus
- (c) Any applicable Withdrawal Processing Fee.

There is no Withdrawal Processing Fee for the first Withdrawal made in a Policy Year. There is a Withdrawal Processing Fee for each subsequent Withdrawal made in that Policy Year. The Maximum Withdrawal Processing Fee is shown in the Schedule of Policy Benefits.

A Withdrawal will not be allowed if it could result in the Specified Amount being less than the Minimum Specified Amount shown in the Schedule of Policy Benefits, or if it would cause the Maximum Premium Limits to be violated. For details, see Section 6.1 and Section 7.13.

7.12 WITHDRAWAL CHARGE – If a requested Withdrawal results in a reduction of the Specified Amount, the Withdrawal will be subject to a Withdrawal Charge if any Surrender Charges remain at the time of the Withdrawal. The Withdrawal Charge will be the Withdrawal's pro rata share of the Specified Amount times the Surrender Charge on the date of the Withdrawal.

When a Withdrawal is preceded by one or more increases in Specified Amount, the Withdrawal Charge will be computed, to the extent needed, in the following order from the:

- (a) Most recent increase; then
- (b) Next most recent increases, if any, in reverse order of their occurrence; and lastly
- (c) Original Specified Amount of the Policy.

The Surrender Charge after a Withdrawal is made will be computed separately for the remaining original Specified Amount and each remaining increase layer, if any. Each Surrender Charge will be equal to the remaining Specified Amount for that layer, divided by 1000 and multiplied by the amount shown in the applicable Table of Surrender Charges for that Policy Year.

7.13 SPECIFIED AMOUNT AFTER WITHDRAWAL – If the Level Death Benefit Option is in effect at the time of the Withdrawal, the amount of the Withdrawal will be deducted from the Specified Amount. However, the Specified Amount will not be reduced if it is already less than the Minimum Death Benefit described in Section 2.3, as determined from the Account Value minus the requested Withdrawal amount.

The reduction will be made first from any past increases in reverse order of the increases, and then from the original Specified Amount.

7.14 OUR RIGHT TO DEFER SURRENDER AND WITHDRAWALS – We reserve the right to defer payment for up to six months after We receive Your request. If payment is deferred, We will pay interest from the date of Surrender or Withdrawal at an annual rate of interest that We decide, but not less than the rate required by the laws of the state in which this Policy is delivered.

7.15 PAID-UP LIFE INSURANCE BENEFIT – At any time, You have the option to apply a portion of the Net Cash Surrender Value necessary to provide an amount of guaranteed paid-up life insurance. The amount of the guaranteed paid-up life insurance will not be less than the lesser of (a) or (b) where:

- (a) Is the amount of paid-up life insurance provided by applying the Net Cash Surrender Value to provide such paid-up life insurance, computed on the basis of the Guaranteed Interest Rate and the Basis Values table shown in the Schedule of Policy Benefits.
- (b) Is the amount of paid-up life insurance such that the net amount of risk on the paid-up life insurance is the same as the net amount of risk under the Policy.

Any paid-up life insurance purchased in excess of the Death Benefit then payable may be subject to evidence of insurability satisfactory to Us.

SECTION 8: ANNUAL REPORT OF POLICY STATUS

We will send an Annual Report, to Your last known address, at no charge, which gives a summary of this Policy's status as of the end of each Policy Year. This report will give information regarding the Death Benefit, Account Value, Net Cash Surrender Value, premium payments, Monthly Deductions, and interest.

In addition to an Annual Report, at Your request and after this Policy has been in effect for one year or more, We will prepare an illustration of current and future benefits and values based on guaranteed and current assumptions. We will not charge more than \$25 for each illustration.

SECTION 9: POLICY LOANS

9.1 LOAN VALUE – The Loan Value is the amount available for loan on any date. The Loan Value equals the Net Cash Surrender Value less the interest on Policy Loans that will accumulate on the next Policy Anniversary.

9.2 POLICY LOAN REQUIREMENTS – After this Policy has a Loan Value, You may borrow all or part of the Loan Value if these conditions are met:

- (a) The Insured is living;
- (b) This Policy is in effect;
- (c) You send Us a Written Notice; and
- (d) You Assign this Policy to Us as sole security for a Policy Loan.

We reserve the right to require this Policy accompany Your Written Notice.

9.3 INTEREST ON POLICY LOANS – We will charge interest on any Policy Loan at the Policy Loan Interest Rate. Interest is due at the end of each Policy Year. If interest is not paid when due, it will be added to the loan and bear interest at the same rate as the Policy Loan. Policy Loan Interest is charged annually in arrears.

9.4 POLICY LOAN INTEREST RATE – The Maximum Policy Loan Interest Rate is shown in the Schedule of Policy Benefits. However, a lower rate may be charged. If the interest rate is lowered, it can be increased later. Any increase or decrease will occur no more than once a year. Any increase in the interest rate will be limited to a maximum of 1% a year. You will be given notice sent to Your last known address of any such increase at least 30 days before the effective date of the increase. The loaned portion of the Account Value may be credited at a different interest rate that will not be less than the Guaranteed Interest Rate.

9.5. NET ZERO COST LOANS – Starting in the Initial Policy Year For Net Zero Cost Loans shown in the Schedule of Policy Benefits, and each year after that, We guarantee to provide Net Zero Cost Loans on the Loan Value.

We guarantee that the Policy Loan Interest Rate We charge on Net Zero Cost Loans will be the Guaranteed Interest Rate shown in the Schedule of Policy Benefits, unless a higher rate is required by the Internal Revenue Service. If the Internal Revenue Service requires a higher interest rate, We will charge the minimum interest rate allowed.

9.6 LOAN AND REPAYMENT – We have the right to postpone making a Policy Loan for up to 6 months from the time We receive Your request. However, We will not postpone a Policy Loan if it will be used to pay premiums on other policies issued by Us. All or part of any Policy Debt may be paid back at any time while the Insured is living and this Policy is in effect.

If the Insured dies before a Policy Loan is repaid, the amount of the Policy Debt will be deducted from the Policy Proceeds.

9.7 EXCESS POLICY DEBT – If the Policy Debt grows to be equal to or greater than the Cash Surrender Value, Your Policy will enter the Grace Period, unless this Policy meets the conditions in Section 4.2: Continuation of Insurance.

SECTION 10: MATURITY DATE

The original Maturity Date of this Policy is shown in the Schedule of Policy Benefits. Within 90 days prior to the original Maturity Date, You may ask Us to extend the Maturity Date. At least 90 days prior to the original Maturity Date, We will mail notice to Your last known address informing You of Your option to extend the Maturity Date. Such notice is also sent to any assignee of record. We will extend the Maturity Date if, in Our opinion, this Policy still qualifies as life insurance according to the Internal Revenue Service. We will take reasonable steps necessary to determine if this Policy will still qualify as life insurance beyond the Maturity Date, but We do NOT guarantee that Our interpretation is consistent with the opinion of the Internal Revenue Service. **You should consult a tax advisor prior to electing to extend the Maturity Date.**

- (a) To continue this Policy beyond the original Maturity Date:
 - 1. This Policy cannot be in the Grace Period; and
 - 2. The Death Benefit Option must be the Level Death Benefit Option.

- (b) Once this Policy is extended beyond the original Maturity Date:
1. We will not allow any increases to the Specified Amount;
 2. We will not allow any changes in the Death Benefit Option;
 3. We will not accept any premium payments (premium is not accepted in any years following Policy Age 100);
 4. We will continue to credit interest on the Account Value;
 5. We will not make further Monthly Deductions;
 6. We will allow Policy Loans; and
 7. Any Endorsement or Rider will terminate.

Any Policy Debt in effect on the original Maturity Date will continue to accrue interest. If Policy Debt causes the Net Cash Surrender Value to decrease to a negative amount, We will send notice requesting a payment large enough to bring the Net Cash Surrender Value to an amount that equals one year's interest on the Policy Debt. Notice of such payment will be mailed to Your last known address no later than 30 days prior to termination. If such payment is not received 30 days after mailing the notice, all coverage under this Policy will terminate without value at the end of the 30 days.

SECTION 11: GUARANTEED EXCHANGE PRIVILEGE

You may exchange up to the Specified Amount of this Policy, without evidence of insurability, to an individual permanent life insurance policy then available from Us for exchange from this plan, subject to the terms below.

11.1 EXCHANGE PERIOD – You may exchange this Policy on any Monthly Anniversary that is prior to the Exchange Period Termination Date shown in the Schedule of Policy Benefits if the following conditions are met:

- (a) The Insured is living;
- (b) This Policy is in effect; and
- (c) There is no outstanding Policy Loan on this Policy.

11.2 PARTIAL EXCHANGE – If a portion of the Specified Amount of this Policy is exchanged for a new policy as a Partial Exchange, the following terms apply:

- (a) The Specified Amount of the new policy will equal the exchanged Specified Amount on the Exchange Date. The exchanged Specified Amount may not be less than the minimum requirements for the new policy.
- (b) The Specified Amount of this Policy may not be decreased to less than the Minimum Specified Amount shown in the Schedule of Policy Benefits.
- (c) The Specified Amount of this Policy will be decreased by the exchanged Specified Amount, as described in Section 6.1: Changes in Specified Amount.
- (d) If the Account Value of this Policy on the Exchange Date is greater than zero, it will be reduced by the ratio of the exchanged Specified Amount to the total Specified Amount prior to the exchange. The reduction in Account Value will be transferred and applied as premium into the new policy. This transferred amount will not count toward the premium requirement for item (b) in Section 11.4.
- (e) The Charge for Decreases described in Section 6.3 will not apply.
- (f) On the Exchange Date, the sum of the Cash Surrender Value of the new policy and the remaining Cash Surrender Value of this Policy may not exceed the Cash Surrender Value of this Policy prior to the exchange.
- (g) A Supplementary Benefit, Rider, or new feature may be included on the new policy only with Our consent and subject to the terms and conditions of each Rider or Endorsement.

- 11.3 FULL EXCHANGE** – If the entire Specified Amount of this Policy is exchanged for a new policy, the following terms apply:
- (a) The Specified Amount of the new policy will equal the Specified Amount of this Policy on the Exchange Date.
 - (b) If the Account Value of this Policy on the Exchange Date is greater than zero, the Account Value will be transferred and applied as premium into the new policy. This amount does not count toward the premium requirement for item (b) in Section 11.4.
 - (c) On the Exchange Date, the Cash Surrender Value of the new policy may not be greater than the Cash Surrender Value of this Policy.
 - (d) If this Policy includes a chronic illness or disability Endorsement or Rider that is in effect on the Exchange Date, then the new policy may include such Endorsement or Rider. The new Endorsement or Rider will be issued on the form We are issuing on the Exchange Date. However, if the Insured is chronically ill or disabled on the Exchange Date, no disability Endorsement or Rider will be included in the new policy and no benefits will be paid on the new policy after the Exchange Date.
 - (e) Except as stated in (d) above, a Supplementary Benefit, Rider, or new feature may be included on the new policy only with Our consent and subject to the terms and conditions of each Rider or Endorsement.
 - (f) This Policy will terminate as described in Section 3.13.

- 11.4 HOW TO EXCHANGE THIS POLICY** – We must receive all of the items below:
- (a) Completed Exchange application;
 - (b) Premium for the new policy that is at least equal to the minimum requirement for this policy (consistent with the 5-Year No Lapse Guarantee Premium in this Policy); and
 - (c) This Policy, if requesting a Full Exchange.

We will issue the new policy after We receive these items and approve the new policy. The Exchange is effective on the first Monthly Anniversary on or following Our approval of the Exchange. The Exchange Date is the Policy Date of the new policy.

- 11.5 TERMS OF THE NEW POLICY** – The new policy will be issued subject to these items:
- (a) The new policy will be issued at the equivalent Premium Class then available for the plan of insurance being applied for. In the event there is more than one Premium Class for this Policy, the new policy will be issued at the equivalent Premium Class of the most recently determined Premium Class of the Insured under this Policy on the Exchange Date.
 - (b) The new policy will be effective as of its Policy Date, which is the same date as the Exchange Date.
 - (c) The Specified Amount of the new policy may not be less than the minimum requirements for the new policy or more than the Specified Amount of this Policy.
 - (d) The Insured's age for the new policy will be equal to the Policy Age of this Policy on the Exchange Date.
 - (e) The new policy will be amended so that the time limit specified in the Incontestability and Suicide provisions will be measured from the same date as this Policy.
 - (f) The new policy may use either the Level Death Benefit option or the Increasing Death Benefit option.
 - (g) The new policy will be subject to any Assignment and any Beneficiary designation of this Policy recorded at our Administrative Office.

**FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY
ADJUSTABLE DEATH BENEFIT
CONVERTIBLE DURING EXCHANGE PERIOD
INSURANCE PAYABLE UPON DEATH BEFORE MATURITY DATE
PREMIUMS PAYABLE TO INSURED'S AGE 100
SEE THE "POLICY PROCEEDS" PROVISION TO DETERMINE THE AMOUNT PAYABLE AT DEATH
NON PARTICIPATING - NOT ELIGIBLE FOR DIVIDENDS**

SERFF Tracking Number: NALH-126164504 State: Arkansas
 Filing Company: Midland National Life Insurance Company State Tracking Number: 42492
 Company Tracking Number: L138
 TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life
 Adjustable Life
 Product Name: L138
 Project Name/Number: L138/L138

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
AR L & H 1 cert.pdf		
READABILITY CERTIFICATE L138.pdf		
AR Bulletin 11-83 Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment:		
Application 9301.pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: Not Applicable to this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
Stmnt of Variability L138.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: NALH-126164504 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 42492
Company Tracking Number: L138
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: L138
Project Name/Number: L138/L138

Satisfied - Item: Illustration Actuary Certification

Comments:

Attachment:

Illustration Certification L138.pdf

State of Arkansas

Certificate of Compliance

Form L13803

On behalf of Midland National Life Insurance Company, I certify the company is in compliance with:

Rule and Regulation 19.

Rule and Regulation 34 for Universal Life Insurance.

Rule and Regulation 49 – each policyholder will be provided a life and health guaranty notice at time of issue.

A.C.A. § 23-79-138 for Policy Information Requirements – each policy will contain the contact information of the policyholder's service office, soliciting agent and the state insurance department.



Carrie Block, Contract Analyst

Date: May 27, 2009

READABILITY CERTIFICATE

I certify that Readability has been tested under the Flesch Readability formula set forth by Rudolph Flesch in his book, The Art of Readability Writing and that the form(s) meet your minimum readability requirements for the form(s) listed below:

<u>Form Number</u>	<u>Description</u>	<u>Score</u>
L138	Flexible Premium Adjustable Universal Life Insurance Policy	57.2



Timothy Reuer, FSA, MAAA
Vice President - Product Development
North American Company for Life and Health Insurance

May 20, 2009

Date

Bulletin 11-83 Certification
Guidelines for non-guaranteed costs on participating and non-participating life insurance

RE:

I have reviewed the guidelines of Bulletin 11-83 and the referenced form complies with these guidelines.



Timothy Reuer, FSA, MAAA
Vice President, Product Development

Date:



9301

GENERAL PURPOSE LIFE APPLICATION (Please Print and Use Black Ink)

1. PRIMARY PROPOSED INSURED		<input type="checkbox"/> SINGLE		<input type="checkbox"/> MARRIED		BIRTH DATE			STATE OF BIRTH	AGE	SEX	HEIGHT (FT. IN.)	WEIGHT (LBS.)	
						MO.	DAY	YEAR						
LAST NAME		FIRST		M.I.										
1a. Are you a U.S. Citizen, or do you have a permanent Visa? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, complete Foreign Travel and Residence Questionnaire)														
Social Security Number:						Driver's License Number:						State		
Occupation:				Employer (Company Name and Address)				Annual Income			Net Worth			
2. ADDITIONAL INSURED/SPOUSE PROPOSED for INSURANCE (or premium payer for juvenile policy)		BIRTH DATE			STATE OF BIRTH	AGE	SEX	HEIGHT (FT. IN.)	WEIGHT (LBS.)					
		MO.	DAY	YEAR										
LAST NAME		FIRST		M.I.										
2a. Are you a U.S. Citizen, or do you have a permanent Visa? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, complete Foreign Travel and Residence Questionnaire)														
Social Security Number:						Driver's License Number:						State		
Occupation:				Employer (Company Name and Address)				Annual Income						
DEPENDENT CHILDREN PROPOSED for INSURANCE						BIRTH DATE			STATE OF BIRTH	AGE	SEX	SOCIAL SECURITY NUMBER	HEIGHT (FT. IN.)	WEIGHT (LBS.)
						MO.	DAY	YEAR						
3. RESIDENCE ADDRESS (Street, City, State, Zip)						3a. How long at this address?								
						_____ Years _____ Months If less than 2 years, provide previous address.								
3b. MAILING ADDRESS (If other than residence)														
4. CONTACT THE PROPOSED INSURED AT:						RESIDENCE TELEPHONE NUMBER				BUSINESS TELEPHONE NUMBER				
<input type="checkbox"/> RESIDENCE _____ (CST) <input type="checkbox"/> A.M. <input type="checkbox"/> P.M. <input type="checkbox"/> BUSINESS _____ Time						Primary Insured () Spouse () Cell Phone ()				Primary Insured () Spouse () Cell Phone ()				
5. Has anyone proposed for insurance ever smoked cigarettes, cigars, pipes, or used tobacco in any form, including smokeless tobacco, nicotine patch, gum or other substitutes?														
5a. Primary Insured: <input type="checkbox"/> Yes <input type="checkbox"/> No If 'yes', provide: Type of product(s) used _____ Amount Used: _____ How often: Daily _____ Weekly _____ Monthly _____ Date of last use mm/yy _____														
5b. Additional Insured Rider/Spouse: <input type="checkbox"/> Yes <input type="checkbox"/> No If 'yes', provide: Type of product(s) used _____ Amount Used: _____ How often: Daily _____ Weekly _____ Monthly _____ Date of last use mm/yy _____														
6. AMOUNT \$			PLAN OF PRIMARY POLICY						Agent Use Only			Type of Underwriting		
									A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>			<input type="checkbox"/> Traditional <input type="checkbox"/> X-Press		
7. For UL/VUL: (check if applicable)						<input type="checkbox"/> Automatic Premium Loan (Whole Life Only)				Enhanced Corridor Percentage SVUL				
<input type="checkbox"/> Option I <input type="checkbox"/> Option II <input type="checkbox"/> Rebalance <input type="checkbox"/> Minimum Premium <input type="checkbox"/> Target Premium										<input type="checkbox"/> Yes <input type="checkbox"/> No				
8. RIDERS						<input type="checkbox"/> Accidental Death Benefit \$ _____ <input type="checkbox"/> Children's Insurance Rider _____ Units <input type="checkbox"/> Guaranteed Insurability _____ Units <input type="checkbox"/> Estate Preservation Rider <input type="checkbox"/> Guaranteed Death Benefit to Maturity Rider				Individual Life Rider First <input type="checkbox"/> Amount \$ _____ Second <input type="checkbox"/> Amount \$ _____ <input type="checkbox"/> Pro Term Rider <input type="checkbox"/> NLG-Option Period to Age _____ <input type="checkbox"/> Other Rider (Plan) _____ (Amount)				
<input type="checkbox"/> Waiver of Premium/Waiver of Charges <input type="checkbox"/> Flexible Disability \$ _____ <input type="checkbox"/> Living Needs Rider <input type="checkbox"/> IPGR <input type="checkbox"/> Waiver of Surrender Charge Option														

9. PREMIUM FREQUENCY: Annual Semi-Annual Quarterly Monthly
 PREMIUM MODE: EFT List Billing Direct Billing (A, SA, Q) only Civil Service Allotment Military Government Allotment
 List Bill Code _____
 Make all checks payable to MIDLAND NATIONAL LIFE INSURANCE COMPANY
 Amount of Modal Premium \$ _____ Amount Paid with Application \$ _____ (Receipt valid only if amount paid with application is entered here.)

10. FOR EFT ONLY: DRAW DAY _____ (1ST-28TH) Month _____ Day _____ 10a. Initial Draft <input type="checkbox"/> Yes <input type="checkbox"/> No	ACCOUNT TYPE <input type="checkbox"/> Checking (attach voided check) <input type="checkbox"/> Savings (must complete 10b)	AUTHORIZED SIGNATURE(S) OF ACCOUNT HOLDER(S) X _____ X _____
	10b. Routing Transit Number	Account Number

11. Please list all life insurance and annuities currently in force or pending on the life of any of the proposed insureds. This includes policies that have or will be sold, assigned or otherwise placed via life settlement, viatical or other agreements, or that you intend to replace, cancel, or sell: **If None, check here:**

Name	Company	Policy #	Pending	Issue Yr.	Basic Amount	ADB Amount	WP Amount	Intention of Replacement or Change*
			<input type="checkbox"/>					<input type="checkbox"/> Y <input type="checkbox"/> N
			<input type="checkbox"/>					<input type="checkbox"/> Y <input type="checkbox"/> N
			<input type="checkbox"/>					<input type="checkbox"/> Y <input type="checkbox"/> N
			<input type="checkbox"/>					<input type="checkbox"/> Y <input type="checkbox"/> N

* If Yes, complete applicable Replacement Form. Use Additional sheet, if necessary.
 If this is a 1035 Exchange, also complete 1035 Exchange paperwork and submit with application.

12. Are any of the above policies being used to fund this policy? Yes No
 13. Have you or will you be compensated in any way to purchase this policy? Yes No
 14. Are you paying for this policy with your own funds? Yes No
 15. Have you financed or do you intend to finance all or a portion of the premiums for this policy? (If yes, complete applicable Disclosure and Acknowledgement Form and submit with application) Yes No
 16. Have you entered into or are you considering any other agreement in regard to this policy including but not limited to an agreement to sell, transfer or assign any rights in the policy? Yes No

If the answer is 'Yes' to questions 12, 13, or 16 please provide details below. If answer to question 14 is 'No' please provide details below.

17. OWNER IF OTHER THAN PROPOSED INSURED (Include relationship to proposed insured.)

Name	Address	Social Security Number	Relationship
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18. PRIMARY BENEFICIARY--(Class 1) (Include relationship to proposed insured.)
 19. CONTINGENT BENEFICIARY--(Class 2) (Include relationship to proposed insured.)

Beneficiary designations do not apply to others covered under Family/Children's Provision Riders.
 20. SPECIAL REQUESTS OR DETAILS

For Military Personnel (Including National Guard and Reserves)

21. PERMANENT HOME OF RECORD (Street, City, State, Zip)	22. MILITARY ADDRESS
23. JOB DUTIES	24. Are you currently drawing extra duty or hazard pay? <input type="checkbox"/> YES <input type="checkbox"/> NO
25. MILITARY INFORMATION <input type="checkbox"/> USA <input type="checkbox"/> USN <input type="checkbox"/> USAF <input type="checkbox"/> Other (Specify) Pay Grade _____ Rotation Date _____ Expected Discharge Date _____	
26. Has the Proposed Insured been a member of a special forces, special or hazardous duty organization? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, provide specific details.	
27. Has the Proposed Insured been alerted to, volunteered for, or received formal orders to a hazardous area or overseas assignment? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, provide specific details.	

Must be completed for all proposed insureds, including CIR.

Must be completed for all proposed insureds, including CIR, not subject to Tele-Underwriting or a Paramed exam.

28. Has any person proposed for insurance:

- (a) In the past 10 years used barbiturates, hallucinatory drugs, narcotics including cocaine, crack, ecstasy, opium derivatives, marijuana, LSD, PCP, or any derivatives of these drugs, or been advised by a medical professional to get, or undergone any treatment, counseling or hospitalization for drug abuse? . . .
- (b) In the past 10 years been advised by a medical professional to get, or undergone any treatment, counseling or hospitalization for alcoholism, excessive alcohol use or abuse? Or, drink on average more than 3 alcoholic drinks per day?
- (c) Had any motor vehicle moving violations or accidents or been arrested for driving under the influence of alcohol or drugs within the last five years? . .
- (d) In the past 10 years been convicted of any criminal activity, or been held or served time in any type of incarceration, jail, penitentiary, prison, probation, or parole program? Or, have any criminal charges pending against them at this time?
- (e) Flown a plane in the past 24 months or plan to fly in the next 12 months as a pilot, copilot, student pilot, military pilot, engineer or in any other capacity except as a regularly scheduled commercial airline pilot or fare-paying passenger? If yes, complete Aviation Questionnaire
- (f) Any past, present or expected activity in racing, scuba or sky diving, or any other hazardous sport or hobby? (If yes, complete Hazardous Activities Questionnaire.)
- (g) In the past 10 years been refused for life insurance or charged an extra premium for life insurance?
- (h) Traveled to or resided for more than 30 days outside of the U.S., U.S. territories, Canada, or Japan within the past 12 months or plan to travel to or reside outside of the U.S., U.S. territories, Canada, or Japan in the next 12 months? If yes, complete the Foreign Travel and Residence Questionnaire
- (i) Have any bankruptcy pending or expect to file bankruptcy in the next 12 months?

Yes No

Details of questions answered "yes" in Section 28 through 33. Include question number, full names and addresses of physicians and names of individuals to whom history pertains.

<input type="checkbox"/>	<input type="checkbox"/>

29. Within the last ten years, has any person proposed for insurance ever had or been treated by a medical professional for:

- (a) Chest pain, heart murmur, stroke, high blood pressure, or any other disease of the heart, blood, or blood vessels?
- (b) Peptic ulcer, indigestion, or any other disease of the stomach, intestines, gall bladder or liver?
- (c) Emphysema, bronchitis, asthma, pleurisy, or any other disease of the chest or lungs?
- (d) Kidney stone, diabetes; albumin, pus, blood or sugar in urine; venereal disease, or any other disease of the kidneys, bladder or reproductive organs?
- (e) An immune deficiency disorder [Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC)] or been told test results indicate exposure to the AIDS virus?
- (f) Severe headaches, fainting spells, epilepsy, paralysis, nervousness, mental disorder, or any other disease of the brain or nervous system?
- (g) Cancer, tumor, or any other illness or injury not mentioned above?

<input type="checkbox"/>	<input type="checkbox"/>

30. Other than indicated above, has any person proposed for insurance:

- (a) Been hospitalized in the past 5 years?
- (b) Consulted a physician during the past 5 years?
- (c) Had a change of weight in the past year?
- (d) Had a parent or a brother or sister who before age 60 was diagnosed with or died from cardiovascular disease, stroke, cancer (except basal or squamous cell cancer of the skin), Huntington's Chorea, familial polyposis, or polycystic kidney disease? If yes, provide age at onset and current age if living. If deceased, age at death.

<input type="checkbox"/>	<input type="checkbox"/>

31. Is any person proposed for insurance now under observation, taking treatment or medication, or been advised to have any tests, hospitalization, or surgery which has not been completed?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

32. Is any person proposed for insurance currently receiving or have an application pending for any illness or disability benefits or compensation?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

<p>Must be completed for all proposed insureds, including CIR.</p> <p>33. Are medical records under any other name (maiden name, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate full name.</p>	<p>Name and Address of Primary Physician and Facility Name (if not specified above, date last consulted)</p>	<p>Telephone Number of Primary Physician ()</p>
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IT IS DECLARED that statements and answers in this application, including statements by the Proposed Insured(s) in any medical questionnaire or supplement that become part of this application, are complete and true to the best knowledge and belief of the undersigned. IT IS AGREED THAT: (1) any waiver or modification of this application will not be effective unless in writing and signed by the President, or the Secretary; (2) no insurance shall be in effect under this application (except as may be provided in the receipt bearing the same date as this application) unless and until the application has been approved and accepted by the Company at its Executive Office and the policy is delivered to and accepted by the Owner and the full first premium has been paid while each person proposed for insurance is alive and while the state of health and other conditions affecting insurability are as stated in this application and any required examination and additional information. (If a List Billing Authorization or Government Allotment is indicated in section 9 and has actually been signed and delivered for the correct amount, this shall be considered the same as payment of the full first premium); (3) the acceptance of any policy issued on this application shall constitute a ratification of any correction or amendment made by the Company. No change in amount, classification, plan of insurance, or benefits shall be effective unless agreed to in writing by the applicant. I FURTHER AGREE to immediately advise the Company of any change to any of the responses contained in the application, including any change in the health or habits of any Proposed Insured(s), that arises or is discovered after completing this application, but before the Policy is effective, as defined herein.

I also acknowledge receipt of Fair Credit Reporting Act and Medical Information Bureau Notifications.

TAX PAYER IDENTIFICATION NUMBER CERTIFICATION - Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. (Please check appropriate response.)

FINANCIAL INSTITUTION DISCLOSURE - Insurance products and annuities are not a deposit or other obligation of, or guaranteed by a bank, any affiliate of a bank, or savings association and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association, and involve investment risk, including possible loss of value. The approval or disapproval of any extension of credit by the bank or an affiliate is not based on whether or not this insurance is purchased through the bank or through any particular source.

AUTHORIZATION: To determine eligibility for insurance, I authorize any physician, medical practitioner, health care professional, hospital, clinic, or other medical-related facility, laboratory, pharmacy or pharmacy benefit manager, insurance or reinsuring company, the Medical Information Bureau, Inc., consumer reporting agency, insurance support organization, independent administrator, or other organization, institution, or person, or employer having information available as to diagnosis, prescription history, medications prescribed, treatment and prognosis with respect to information regarding alcoholism, drug abuse, and psychiatric care or any physical or mental condition and/or treatment of me or my minor children and any other nonmedical information of me or my minor children to give to Midland National Life Insurance Company (the Company) or its legal representative, any and all such information. I also authorize the Company to conduct a personal telephone interview in connection with my application; and to release any such data to its reinsurers, the Medical Information Bureau, or other persons or organizations performing business or legal services in connection with my application, or as required by law when given a copy of this authorization. I understand that I may request to be interviewed in connection with the preparation of an investigative consumer report. I understand that I am entitled to receive a copy of the investigative consumer report upon request. This authorization is valid for 30 months from the date signed. I may revoke this authorization for information not then obtained by notifying the Company in writing. Such revocation will not be effective until received by the Company. I understand that I or any authorized representative will receive a copy of this authorization upon request.

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

CO Residents: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a contractholder or claimant for the purpose of defrauding or attempting to defraud the contractholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC and TN Residents: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

VA Residents: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNED AT (City, State)		DATE	
SIGNATURE OF PROPOSED INSURED if 15 YEARS OR OLDER X		SIGNATURE OF PROPOSED ADDITIONAL INSURED/SPOUSE X	
SIGNATURE OF OWNER, (If other than Proposed Insured)		SPOUSE SIGNATURE, IF BENEFICIARY IS OTHER THAN SPOUSE AND COMMUNITY PROPERTY LAWS APPLY	
Soliciting Agent: Does the applicant(s) have any existing life insurance or annuities? <input type="checkbox"/> Yes <input type="checkbox"/> No Is any insurance applied for in this application intended to replace any life insurance or annuity now in force? . . <input type="checkbox"/> Yes <input type="checkbox"/> No If a replacement is involved, submit a copy of this application and applicable Replacement Notice to the existing insurer.			
SIGNATURE OF SOLICITING AGENT X		PRINT AGENT'S LAST NAME	CODE NO.
		TELEPHONE NUMBER ()	
		CELL PHONE NUMBER ()	
OTHER AGENT (Please Print)	% CREDIT	CODE NO.	GENERAL AGENT (Please Print)
		CODE NO.	

Statement of Variability - Policy Form Series L138 w/Schedule Pages LS138

The following is a list of bracketed items and the corresponding range of text and/or values. Some of the items are bracketed for future flexibility.

The following criteria are used to determine the value of each bracketed item:

- Consumer demands and preferences
- The market conditions and the competitive environment.
- The economic environment and its impact on our investment portfolio.
- The Company's experience for lapses, mortality and expenses

Bracketed Item	Variable Text/Range
Owner	Varies with consumer
Policy Number	Varies with consumer
Insured	Varies with consumer
Policy Date	Varies with consumer
Sex	Male, Female
Issue Age	Varies with consumer
Maturity Date	Varies with consumer
Specified Amount	Varies by consumer
Planned Periodic Premium	Amount varies by consumer; annually, semi-annual, quarterly, monthly
Premium Class	Preferred Plus , Preferred Non-Tobacco, Preferred Tobacco, Non-Tobacco, Tobacco. If a policy is table rated, additional text applies: Rated Tobacco, Rated Non-Tobacco The monthly cost of insurance is increased by xx%. The annual cost of insurance is increased by \$x.xx per thousand of Specified Amount until xx/xx/xxxx. If the policy has a flat extra rating, additional text applies: The annual cost of insurance is increased by \$x.xx per thousand of Specified Amount until xx/xx/xxxx The dollar range for the Flat extra is \$1.00-\$20.00 The table rating range is 25% - 400%
Civil Service Allotment	Premium includes a \$1.00 per month Civil Service Allotment fee, for a total annual increase of \$12.00. This sentence will print on the schedule if the insured chooses Civil Service Allotment as a premium mode.
Exchange Period Termination Date	Varies by consumer
Death Benefit Option	The consumer can choose one of two Death Benefit Options: Level or Increasing
5 Year No Lapse Guarantee Premium	Varies with consumer (varies by Issue Age, Sex, Premium Class, and Specified Amount)
Current Interest Rate Guaranteed For First Policy Year	The Current Interest Rate is determined by the Company and is bracketed for future flexibility. The Current Interest Rate cannot decrease below the Guaranteed Interest Rate. Range of Variability: 2.5% - 6.0%
Initial Policy Year for Net Zero Loans	This item is bracketed for future flexibility. The Company currently permits Net Zero Cost Loans beginning in Policy Year 11. Range of Variability: 6-11

Bracketed Item	Variable Text/Range
Extended No Lapse Guarantee Charge	Range of Variability: \$0.0275 - \$1.875 per month (varies by Issue Age, Sex, Premium Class, and Specified Amount)
Policy Expense Charge	This charge is currently the same for all consumers and is bracketed for future flexibility. Range of Variability: \$0 - \$6 per month
Premium Load	This load is currently the same for all consumers and is bracketed for future flexibility. Range of Variability: 0% - 20%
SURRENDER CHARGE FACTOR	Range of Variability: \$0 - \$60 (Varies by Issue Age, Sex, Premium Class, and Policy Year)
Additional Policy Benefits Years Payable/Expiry Date; Benefit Units or Amount; Annual Premium	Guaranteed Insurability Rider; Flexible Disability Rider; Accidental Death Benefit; Accelerated Benefit Rider – Terminal Illness; Accelerated Benefit Rider – Chronic Illness; Children’s Insurance Rider; Waiver of Premium; Premium Deposit Agreement, Other Additional Policy Benefits, are bracketed because they are optional and/or specific underwriting criteria must be met for the insured. The expiry date, benefit units and annual premium would vary by insured. The use of Other is for any other previously approved riders that may be added to this policy in the future.

This section pertains to the Extended No Lapse Guarantee Schedule of Premium Guarantee Amounts

Policy Expense	This charge is currently the same for all consumers and is bracketed for future flexibility. Range of Variability: \$0 - \$6 per month
Unit Expense Factor	\$0.03 - \$5.00 per month (varies by Issue Age, Sex, Premium Class, and Specified Amount)
Account Premium Load	The Policy Year breaks for the Account Premium Load are the same for all consumers and are bracketed for future flexibility. The Cumulative Premium thresholds are bracketed for future flexibility and vary by Issue Age, Sex, Premium Class, and Specified Amount. The Account Premium Load percentages vary by Policy Year and Cumulative Premiums. The range of variability is 0% - 30%.
ACCOUNT INTEREST RATE: <u>Table A</u>	The Account Interest Rate for Table A is bracketed for future flexibility. The number of Policy Years each rate applies varies by Issue Age. 4.0% to 5.5% per year for Policy Years 1-10 to 1-90 4.0% to 5.5% per year for Policy Years 11+ to 91+
ACCOUNT INTEREST RATE: <u>Table B</u>	The Account Interest Rate for Table B is bracketed for future flexibility. The number of Policy Years each rate applies varies by Issue Age. 4.0% to 5.5% per year for Policy Years 1-10 to 1-90 4.0% to 5.5% per year for Policy Years 11+ to 91+
<u>Guarantee Monthly Account Premium Rates for Calculating Premium Guarantee Account</u> <u>Table A</u> <u>Table B</u>	Table A range 0.0025 – 15.00 (varies by Sex, Premium Class, Issue Age, Specified Amount, and Policy Year) Table B range 0.03 – 35.00 (varies by Sex, Premium Class, Issue Age, Specified Amount, and Policy Year)

Bracketed Item	Variable Text/Range
TERM RIDER REQUIRED RIDER AMOUNTS FOR CALCULATING PREMIUM GUARANTEE ACCOUNT Rider Insured Policy Year Required Rider Amount	Range of Variability: 0.05 - 50.00 (varies by Sex, Premium Class, Issue Age, Specified Amount, and Policy Year of Rider)

L138-LS138 – SOV–

To: Board of Directors, Midland National Life Insurance Company
Insurance Commissioners

Re: Illustration Actuary Certification for form L138

I, Timothy A. Reuer, am Vice President Product Development of Midland National Life Insurance Company (MNL) and am a member of the American Academy of Actuaries in good standing. I was appointed by the Board of Directors of MNL to be the illustration actuary for all plans of insurance, except those sold in the Corporate Markets, that are subject to the Life Insurance Illustration Regulation (Regulation) for this state. I meet the Academy requirements for making this certification and the requirements of applicable state regulations.

Scales of non-guaranteed elements developed for illustrating the above referenced policy form meet the requirements of the Regulation. The disciplined current scales for this policy form are in conformity with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Model Regulation (ASOP 24) promulgated by the Actuarial Standards Board. Moreover:

- No currently payable scale for business issued within the last five years and within the scope of this certification has been reduced for reasons other than changes in the experience factors underlying the disciplined current scale.
- Illustrated non-guaranteed elements for new and in force policies subject to this regulation are consistent with the non-guaranteed elements amounts actually credited or charged to the same or similar forms; and
- The minimum expenses used in the calculation of the disciplined current scale for all policy forms subject to this regulation were Fully Allocated.

I have relied on data supplied by the following in making this certification:

- Jeremy Bill, FSA, MAAA, Assistant Vice President, Product Development, provided information on pricing and modeling results;
- Jeffrey I. Hugunin, Second Vice President - Finance, provided information on asset yields and on expense levels;
- Suzanne Chapa, FSA, MAAA, Director, Product and Reinsurance Management, provided mortality and expense information

I have reviewed or supervised the review of the data that was provided by the above individuals and I am satisfied with the results.



Timothy A. Reuer, FSA, MAAA
Vice President Product Development
Midland National Life Insurance Company
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Sioux Falls, SD 57193-0001

May 21, 2009
Date