

SERFF Tracking Number: ULCC-126142435 State: Arkansas
Filing Company: ULLICO Life Insurance Company State Tracking Number: 42314
Company Tracking Number: UL-WL-0209
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: UL-WL-0209
Project Name/Number: /

Filing at a Glance

Company: ULLICO Life Insurance Company

Product Name: UL-WL-0209

TOI: L071 Individual Life - Whole

Sub-TOI: L071.101 Fixed/Indeterminate
Premium - Single Life

Filing Type: Form

SERFF Tr Num: ULCC-126142435 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 42314

Co Tr Num: UL-WL-0209

State Status: Approved-Closed

Authors: Karen Whitham, Carla
Wallace

Reviewer(s): Linda Bird

Disposition Date: 05/15/2009

Date Submitted: 05/07/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/15/2009

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 05/15/2009

Created By: Carla Wallace

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Carla Wallace

Filing Description:

Attached for your review and approval is an individual whole life insurance policy, form UL-WL-0209. This is a new form, and will be marketed through licensed agents to individuals from 18 – 80 years of age.

Premiums will remain level throughout the policy lifetime. At age 100, the policy will endow with the cash value equal to the face amount. Premiums will vary by issue age, sex, tobacco status, underwriting class, and face amount band, as described in the attached actuarial memorandum.

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 Product Name: UL-WL-0209
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Application forms to be used with this policy will be submitted separately.

Please feel free to contact me directly with any questions at .

Thank you,

Carla Wallace
 202-962-2901

Company and Contact

Filing Contact Information

Carla Wallace, Compliance Analyst
 8403 Colesville Rd
 Silver Spring, MD 20910

cwallace@ullico.com
 202-962-2901 [Phone]

Filing Company Information

ULLICO Life Insurance Company
 8403 Colesville Road
 Silver Spring, MD 20910
 (202) 682-0900 ext. [Phone]

CoCode: 86371 State of Domicile: Texas
 Group Code: 781 Company Type: Life and Health
 Group Name: Union Labor Group State ID Number:
 FEIN Number: 31-0522223

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: 1 form filed @ \$50.00 = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ULLICO Life Insurance Company	\$50.00	05/07/2009	27712551

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 Product Name: UL-WL-0209
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/15/2009	05/15/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	05/12/2009	05/12/2009	Carla Wallace	05/15/2009	05/15/2009

SERFF Tracking Number: *ULCC-126142435* *State:* *Arkansas*
Filing Company: *ULLICO Life Insurance Company* *State Tracking Number:* *42314*
Company Tracking Number: *UL-WL-0209*
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single*
Product Name: *UL-WL-0209* *Life*
Project Name/Number: /

Disposition

Disposition Date: 05/15/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *ULCC-126142435* State: *Arkansas*
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 Company Tracking Number: *UL-WL-0209*
 TOI: *L071 Individual Life - Whole* Sub-TOI: *L071.101 Fixed/Indeterminate Premium - Single Life*
 Product Name: *UL-WL-0209*
 Project Name/Number: */*

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form (revised)	Individual Whole Life Insurance policy		Yes
Form	Individual Whole Life Insurance policy		Yes

SERFF Tracking Number: ULCC-126142435 State: Arkansas
Filing Company: ULLICO Life Insurance Company State Tracking Number: 42314
Company Tracking Number: UL-WL-0209
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: UL-WL-0209
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/12/2009
Submitted Date 05/12/2009
Respond By Date 06/12/2009

Dear Carla Wallace,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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 Product Name: UL-WL-0209
 Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 05/15/2009
 Submitted Date 05/15/2009

Dear Linda Bird,

Comments:

Good Morning,

Response 1

Comments: Per your request, we have attached documents to respond to Ark. Code Ann. 23-79-138, Regulation 49 and Regulation 19s10B.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment: document Attached.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific	Readability Score	Attach Document
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Product Name: UL-WL-0209
Project Name/Number: /

			Data	
Individual Whole Life Insurance policy	UL-WL-0209	Policy/Contract/Fraternal Certificate	57.000	UL-WL-0209 AR.pdf

Previous Version

Individual Whole Life Insurance policy	UL-WL-0209	Policy/Contract/Fraternal Certificate	57.000	UL-WL-0209.pdf
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No Rate/Rule Schedule items changed.

If you have questions regarding our response, I can be reached at 202-962-2901 or cwallace@ullico.com.

Thank you,

Carla Wallace
Senior Compliance Analyst

Sincerely,
Carla Wallace, Karen Whitham

SERFF Tracking Number: *ULCC-126142435* State: *Arkansas*
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 Product Name: *UL-WL-0209*
 Project Name/Number: */*

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	UL-WL-0209	Policy/Cont	Individual Whole Life Initial ract/Fratern Insurance policy al Certificate			57.000	UL-WL-0209 AR.pdf

ULLICO Life Insurance Company

(“We, Us, Our, the Company”)

[Administrative Office: PO Box 1360, Blue Springs, MO 64013

Home Office: 20770 Highway 281 North Suite 108-418, San Antonio, TX 78258

Telephone: (816) 229-7191

www.ullico.com]

POLICY NUMBER: [12345]

POLICY OWNER (“OWNER”): [John Doe]

INSURED: [John Doe]

We agree to pay the proceeds to Your Beneficiary on the death of the Insured provided coverage is in force and subject to all terms of this policy.

This policy is a legal contract between the Owner and Us.

A policy fee of [\$50 per year] will be added to the basic premium rate to reflect the cost of issuing this policy, establishing required records, sending premium notices, and other related expenses.

[TEN (10)] DAY RIGHT TO EXAMINE POLICY

You have [ten] days after You receive this policy to decide if it meets Your needs. If it does not, return it to Our Administrative Office or to the agent from whom You bought it. We will cancel the policy from the Policy Date and give You a full premium refund.

Please Read This Policy Carefully

**[Officer Signature]
[Officer Title]**

**[Officer Signature]
[Officer Title]**

WHOLE LIFE INSURANCE

Insurance Payable on the Death of the Insured.
Premiums Payable until the Death of the Insured.
Non-Participating

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SCHEDULE

Policy Number: [12345]

Policy Owner (“Owner”): [John Doe]

Insured: [John Doe]

Department of Insurance: [Maryland Insurance Administration, 525 St. Paul Place, Baltimore, Maryland, 21202-2272]

Telephone Number: [1-800-492-6116]

Issue Age: [35]

Sex: [Male]

Face Amount: [\$25,000]

Policy Date: [January 1, 2009]

Policy Class: [Standard Non-Tobacco]

Issue Date: [January 1, 2009]

DESCRIPTION OF BENEFITS AND PREMIUMS

BENEFIT	[Annual Premium]	[Semi-annual Premium]	[Quarterly Premium]	[Monthly Premium]	Term Period
Basic Policy [Accelerated Death Benefit Labor Dispute Waiver of Premium]	[\$340.00]	[\$176.80]	[\$89.08]	[\$29.58]	Age 100

TABLE OF GUARANTEED VALUES

Policy Number: [12345]

The values in the table will apply at the end of each policy year as shown, assuming all premiums have been paid to the end of that policy year. Any amounts owed on the Policy will decrease the values for Paid-Up Life Insurance and Extended Insurance.

At End of Policy Year	Cash Value	Paid-Up Life Insurance	Extended Insurance For Face Amount	
			Years	Days
[1]	\$0	\$0	0	0
2	\$0	\$0	0	0
3	\$125	\$775	3	310
4	\$350	\$2,050	8	339
5	\$575	\$3,225	12	292
6	\$800	\$4,300	15	171
7	\$1,050	\$5,400	17	236
8	\$1,300	\$6,425	19	86
9	\$1,550	\$7,350	20	121
10	\$1,825	\$8,300	21	109
11	\$2,100	\$9,150	22	6
12	\$2,400	\$10,050	22	257
13	\$2,675	\$10,775	23	15
14	\$3,000	\$11,600	23	173
15	\$3,300	\$12,250	23	218
16	\$3,625	\$12,925	23	260
17	\$3,975	\$13,625	23	299
18	\$4,325	\$14,250	23	297
19	\$4,675	\$14,825	23	259
20	\$5,050	\$15,400	23	226
Age 55	\$5,050	\$15,400	23	226
Age 60	\$7,025	\$17,850	22	147
Age 65	\$9,175	\$19,700	20	187
Age 70	\$11,450	\$21,100	18	89
Age 100	\$25,000	\$25,000	n/a	n/a]

For all policy years, cash values are equal to the amount calculated by the standard nonforfeiture method. Upon request, we will provide values for policy years not shown.

Reserves are based on the 2001 CSO Select and Ultimate ALB (sex-distinct and smoker-distinct) mortality table and the valuation interest rate shown below using continuous functions. Policy values and net single premiums are based on the 2001 CSO Select and Ultimate ALB (sex-distinct and smoker-distinct) mortality table and the nonforfeiture interest rate shown below using curtate functions.

Nonforfeiture Interest Rate: 5%

Valuation Interest Rate [4%]

Loan Interest Rate: [8%]

DEFINITIONS

Administrative Office

The address as shown on the cover.

Attained Age

The Insured's current age based on the Insured's last birthday.

Beneficiary

The person designated by You to receive the proceeds payable on the death of the Insured.

Cash Surrender Value

The amount of money that You would receive as a refund if You canceled the coverage and returned the policy. It is equal to:

1. The basic policy Cash Value; plus
2. The Cash Value provided by riders; minus
3. Any amounts owed on the policy.

Extended Insurance

Insurance bought at the date of an unpaid premium if the policy has Cash Surrender Value. It is Paid-Up term insurance.

Face Amount

The amount, as shown on the Schedule, payable on the death of the Insured.

Issue Age

The Insured's age as of his or her last birthday on the Policy Date.

Issue Date

The date on which this policy was issued by Us.

Lapse

Termination of the policy, without value, due to non-payment of renewal premiums or loan interest.

Loan Value

The maximum amount You may borrow. It is the amount which, with interest, will equal the Cash Surrender Value on the next policy anniversary or the next premium due date, if sooner.

Paid-Up Insurance

Insurance bought at the date of an unpaid premium if the policy has a Cash Surrender Value. It is of the same type and for the same duration as the original policy. The amount of insurance purchased with this option will be smaller than the Face Amount of the policy.

Payee

A person, designated by the Beneficiary, who is entitled to receive payment under the Payment Options section.

Payment Option

The option to provide for payment of proceeds in other than a lump sum.

You and Your

The Owner of this policy.

We, Our, and Us

ULLICO Life Insurance Company.

Written Request

A request in writing, signed by You, dated, and submitted to Our Administrative Office. The request must be of a form and content acceptable to Us.

PAYMENT OF PROCEEDS**Death Benefit**

We will pay the amount owed to the Beneficiary when due proof is filed with Our Administrative Office that the death of the Insured occurred while this policy was in force. Payment is subject to the terms and conditions of this policy. We request that this policy be returned to Us at the time of settlement.

Please refer to the Policy Values section for the amount payable on the death of the Insured if this policy is in force as Paid-Up or Extended Insurance.

If the policy is in force, but not as Paid-Up or Extended Insurance, the amount payable on the death of the Insured equals:

1. The Face Amount shown in the Schedule; plus
2. Any additional amounts payable provided by riders which have been added to this policy; plus
3. Any refund of premium paid beyond the policy month of the death of the Insured; minus
4. Any outstanding amounts owed on a policy loan or the amount of any unpaid premium if the death occurs during the grace period.

We will pay interest on the amount due from the date of death of the Insured to the date of payment. Interest shall accrue at the rate applicable to the policy for funds left on deposit with Us.

We will pay interest as described above, plus additional interest at a rate of 10% annually, until the date the claim is paid beginning 31 calendar days from the latest of:

1. The date We receive due proof of death; or
2. The date We receive sufficient information to determine Our liability, the extent of the liability, and appropriate Payee legally entitled to the proceeds; or
3. The date legal impediments to payment that depend on the action of parties other than Us are resolved and sufficient evidence of resolution is provided to Us. Legal impediments to payment include, but are not limited to, the following:
 - (a) The establishment of guardianships and conservatorships;
 - (b) The appointment and qualification of trustees, executors and administrators; and
 - (c) The submission of information required to satisfy state and federal reporting requirements.

Cash Surrender

This policy may be surrendered for its Cash Surrender Value at any time. We must receive, at Our Administrative Office, Your Written Request and this policy. Surrender will be effective on the date the policy is terminated by Us. Our liability will be limited to the Cash Surrender Value.

If the policy is surrendered within 30 days following a policy anniversary, the Cash Surrender Value will not be less than the value at the anniversary date.

We have the right to defer making payment for up to 6 months from the date We receive Your Written Request. If We defer payment for thirty days or more, interest will be paid from the date of surrender to the date of payment. The rate of interest will be the greater of 3% per year or the rate required by law.

PREMIUMS**Payment of Premiums**

You will find the Policy Date, premium amount and premium period in the Schedule. The first premium is payable on or before the Policy Date. All premiums after the first must be paid in advance. Premiums are payable annually, or at other authorized premium frequencies. We will determine the amount of each such premium.

Premiums must be paid to Our Administrative Office or to an agent who is authorized to receive such payment for Us. A receipt will be issued if requested.

If any check, draft, or other such instrument that You use to pay premiums is not paid when presented for payment in due course of business, the premium will be considered unpaid.

Grace Period

There is no grace period for the first premium. For each premium after the first, if You do not pay a premium on or before its due date, We will keep this policy in force for 31 days beyond the due date. This is the grace period. If You do not pay the premium by the end of the grace period, this policy will then Lapse unless it has a Cash Surrender Value. If it has a Cash Surrender Value, it may be kept in force as set out in the Automatic Premium Loans provision or the Policy Values section.

Reinstatement

You may not reinstate this policy if You have surrendered it for its Cash Surrender Value.

You may reinstate this policy if it has Lapsed or is in force as Paid-Up or Extended Insurance within 5 years after the first unpaid premium was due if You:

1. Submit proof of insurability, satisfactory to Us, on the Insured; and
2. Pay all overdue premiums with compound interest; and
3. Pay all amounts owed on the policy, as of the date of the first unpaid premium, with compound interest. See the Loans section for the amounts owed.

The rate of interest applicable to overdue premiums and amounts owed on policy loans is compounded daily at an annual rate of 6%. Interest will be calculated from the due date of the unpaid premium to the date of reinstatement.

The election to reinstate this policy must be made by Written Request. The Written Request, and the payment of all amounts owed in 2. and 3. above, must be received at Our Administrative Office. The reinstatement will be effective on the date We approve the Written Request.

LOANS

Policy Loans

You may obtain a loan from Us whenever this policy has a Cash Surrender Value. This policy shall be the sole security of the loan. Extended Insurance has no Loan Value. You may borrow all or a part of the Loan Value. We will notify You of the initial rate of interest at the time the loan is made.

On each policy anniversary, We will set the interest rate for new and existing loans for that policy year. We will give You written notice of any change in the rate at least 30 days prior to the change. The interest is compounded daily and will not exceed the annual Loan Interest Rate shown on the Table of Guaranteed Values.

Loan interest is due on each policy anniversary and will be added to the amount of the loan. The amount of the loan and the accrued interest are the amounts owed on the policy.

The policy will Lapse on the later on the following:

1. The date on which amounts owed on the policy exceed the Loan Value; or
2. 31 days after We have mailed notice of the Lapse to You and to any assignee at the last address We have on record.

You may repay all or part of the amounts owed on the policy at any time, subject to a minimum payment amount We may set.

We may defer making the loan for up to 6 months unless it is to be used to pay premiums or amounts owed to Us.

Automatic Premium Loans

You must request this provision in order for it to be in effect. If You did not request it in the application, You may start it at any time by Written Request. You may cancel it at any time by Written Request. The change will be effective as of the date the Written Request was signed, subject to any action taken by Us before it was received.

While this provision is in effect, if the Cash Surrender Value is sufficient, We will automatically make a loan at the end of the grace period to pay any unpaid premium. This loan will cover the amount owed for the billing period last paid.

If the Cash Surrender Value is insufficient to pay the unpaid premium, We will change the premium frequency, if possible, so that a smaller premium is due. If We cannot change the premium frequency, or if once changed, the Cash Surrender Value is still insufficient to pay the premium, no loan will be made and the Policy Values section will apply.

Any loan created as a result of this provision is subject to the terms and conditions of the Policy Loans provision.

POLICY VALUES

Table of Guaranteed Values

The Table of Guaranteed Values shows the Cash Value, Paid-Up Insurance and Extended Insurance as of the end of the policy year indicated.

The values are based on the assumption that all premiums have been paid for the number of years shown. They do not reflect amounts provided by riders or amounts owed on this policy. The values at any other time during the policy year will be adjusted for any premium paid and time elapsed during the year. Values for any policy year not shown in the table will be provided upon request.

Cash Value

The Cash Value at the end of a policy year shown in the Table of Guaranteed Values assumes all due premiums have been paid. The Cash Value at the end of a policy year that is not shown in the Table is equal to the net level premium reserve, on the basis described in the Basis of Calculation provision for the calculation of Cash Value.

The Cash Value within 60 days after the due date of an unpaid premium will not be less than the Cash Value at the due date.

At any time, You may surrender this policy for its Cash Surrender Value. Within 90 days following the due date of a premium that is not paid, You may change this policy into Paid-Up or Extended Insurance. If, at the end of the grace period, the premium is unpaid and an Automatic Premium Loan is not made to pay it, this policy will be automatically changed to Extended Insurance. However, if You have elected Paid-Up Insurance or if Extended Insurance is not available, We will change this policy to Paid-Up Insurance. If an Automatic Premium Loan is made, You still have two months after the end of the grace period to change this policy to Paid-Up or Extended Insurance.

The Cash Value of Paid-Up or Extended Insurance is equal to the net single premium for the insurance that is in effect based on the Insured's sex and Attained Age. If the policy is being continued as Paid-Up Insurance or Extended Insurance, it may be surrendered for its Cash Surrender Value. The Cash Value of any Paid-Up or Extended Insurance within 30 days after the end of a policy year will not be less than the Cash Value at the end of that year.

Paid-Up Insurance Benefit

If this policy has a Cash Surrender Value, You may stop paying premiums and continue the policy as Paid-Up Insurance. The amount of Paid-Up Insurance will be that amount that will be bought by using the Cash Surrender Value as a net single premium as of the date of the unpaid premium. If You elect Paid-Up Insurance, the amount of insurance bought at such time will not exceed the Face Amount of the policy.

The Paid-Up Insurance will be payable on the death of the Insured. It will have Loan Value and may be surrendered for its Cash Surrender Value.

At any time, We will tell You the amounts of Paid-Up Insurance that are not shown in the Table of Guaranteed Values.

Extended Insurance Benefit

Extended Insurance is not available if the Policy Class is shown as Rated in the Schedule.

Extended Insurance is Paid-Up term insurance payable on the Insured's death during the term. The amount of Extended Insurance will be equal to the Face Amount less any amounts owed on the policy. The insurance will commence on the due date of the unpaid premium. It will continue for a period that will be determined by using the Cash Surrender Value of this policy as a net single premium.

Basis of Calculation

Policy values and reserves are determined on the basis shown on the Table of Guaranteed Values. Our calculations are based on the assumption that premiums are paid at the beginning of the policy year, the death benefit is payable at the date of death, and the Nonforfeiture Interest Rate shown on the Table of Guaranteed Values is used.

The cash values and paid-up nonforfeiture benefit benefits available under the policy are not less than those required by law.

GENERAL PROVISIONS

Assignment

An assignment is a transfer of all or some of the policy rights and privileges to someone else. If You assign this policy, Your rights, and the rights of anyone who is to receive payment, are subject to the terms of that assignment. If the Beneficiary appointment in effect is irrevocable, the written consent of such a Beneficiary is required. A change of Owner is an absolute assignment.

No assignment will take effect unless We receive the Written Request. When received, the assignment will take effect as of the date it was signed unless otherwise specified by the Owner, subject to payment or other action taken by Us before it was received. We are not responsible for the validity or effect of any assignment.

Beneficiary

While the Insured is living, You may appoint one or more Beneficiaries and may revoke an appointment unless You made it irrevocable. If You have reserved the right to change the Beneficiary, You may do so by Written Request. You must revoke any previous appointments and designate the new person or persons to be Beneficiary.

No appointment or change in appointment will take effect unless We receive the Written Request. When received, the Written Request will take effect as of the date it was signed unless otherwise specified by the Owner, subject to payment or other action taken by Us before it was received.

The Beneficiary of this policy shall be as stated in the application unless later changed. We will pay the amount due at the death of the Insured under the Beneficiary appointment in effect at the date of death. If more than one Beneficiary has been appointed and one or more of them dies, the proceeds will be paid to the surviving Beneficiaries equally, unless otherwise designated. If no Beneficiary is alive at the death of the Insured, or if none has been appointed, We will pay the proceeds to You or to Your estate.

Currency

All amounts payable under this policy shall be paid in United States currency.

Entire Contract

The entire contract is made up of

1. This policy, which includes the Schedule,

2. The attached application, including any supplementary applications, and
3. Any riders or endorsements.

All statements made in an application are, in the absence of fraud, deemed to be representations and not warranties. We will not use any statement to avoid this policy or to deny a claim unless it is contained in a written application that is made a part of this policy.

Only an officer of the Company may modify this policy or waive any of Our rights or requirements. Any change in this policy must:

1. Be in writing; and
2. Bear the signature of at least one officer.

An agent is not an officer of the Company

Incontestability

We will not contest this policy after it has been in force during the Insured's lifetime for two years from its Issue Date, except for the following:

1. Failure to pay premiums;
2. Any benefit provided by an optional rider; or
3. Fraud in the procurement of the policy, when permitted by applicable law in the state where the policy is delivered or issued for delivery.

The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by Us.

With respect to a reinstated policy, the contestable period will begin with the day of reinstatement, and will be based only on statements in the reinstatement application, unless the original contestable period has not yet expired.

Misstatement of Age or Sex

If the Insured's date of birth or sex has been misstated, the amounts payable under the policy will be the amounts that the premiums paid would have purchased for the correct date of birth and sex.

Non-Participating

This is a non-participating policy. This policy will not share in any of the Company's profits or surplus earnings. The Company will not pay dividends on this policy.

Our Consent

If Our consent is required, it must be given in writing. It must bear the signature of an officer of the Company.

Owner

The Owner of this policy is as stated in the application unless later changed. While the Insured is living, as Owner, You may exercise all rights and privileges granted by this policy, subject to the terms of any Beneficiary appointment or assignment. All rights as Owner expire at the death of the Insured.

These are Your principal rights as Owner:

1. To appoint or change Beneficiaries; and
2. To receive amounts payable prior to the death of the Insured; and
3. To assign this policy.

No change in Owner designation will take effect unless We receive the notification. When received, the notification will take effect as of the date it was signed unless otherwise specified by the Owner, subject to payment or other action taken by Us before it was received.

Place of Payment

All amounts payable by Us will be payable at Our Administrative Office.

Policy Date

The Policy Date is shown in the Schedule. It is the date this policy goes into effect.

Policy years, months, and anniversaries are measured from the Policy Date. The first day of each policy year is the policy anniversary.

Suicide Exclusion

We will not pay the Face Amount if the Insured commits suicide (while sane or insane) within two years from the Issue Date of this policy. Instead, We will be liable only for the amount of the premium paid.

Termination of Policy

This policy will terminate as of the earliest date:

1. The policy Lapses;
2. The Insured's death;
3. The policy is surrendered
4. The full Face Amount is paid as a claim under any accelerated benefit rider attached to this policy; or
5. The Insured reaches the Attained Age of 100.

PAYMENT OPTIONS

Description of Options

Proceeds will be paid as a lump sum unless otherwise specified. As described below, We will offer other payment options, which make periodic payments of the proceeds. Your payments will never be less than the guarantees provided below.

OPTION 1: PAYMENTS OF A FIXED AMOUNT

To have the proceeds paid in equal amounts at 1-, 3-, 6- or 12-month intervals. The amount of each payment will be as stated in the election of this option. The payments will be made until the proceeds are exhausted. We will pay interest at a rate of no less than 2 ½% per year.

OPTION 2: PAYMENTS FOR A FIXED PERIOD

To have the proceeds paid in equal amounts at 1-, 3-, 6- or 12-month intervals for a fixed number of years, not to exceed 30 years. The amount of each payment will be determined with interest at a rate of no less than 2 ½ % per year.

OPTION 3: LIFE INCOME

To have the proceeds paid in equal amounts each month, in advance, during the Payee's lifetime. The following plans may be chosen:

1. Life: payments ceasing on death of the Payee; or
2. Life with 10 Years Certain: payments for a minimum guaranteed period of 10 years.

The amount of the payments will be based on the Payee's age and sex. Age will be determined from the nearest birthday at the due date of the first payment. Guaranteed payments are shown in the sample that applies to OPTION 3: LIFE INCOME. The payments were determined using the Annuity 2000 Table and an effective annual interest rate of 2 ½%.

OPTION 4: JOINT LIFE INCOME

To have the proceeds paid in equal amounts each month, in advance, for as long as one of the Payees is alive. The following plans may be chosen:

1. Life: payments ceasing on death of the final living Payee; or
2. Life with 10 Years Certain: payments for a minimum guaranteed period of 10 years.

The amount of the payments will be based on the age and sex of each of the two Payees. Age will be determined from the nearest birthday at the due date of the first payment. Guaranteed payments are shown in the sample that applies to OPTION 4: JOINT LIFE INCOME. The rates were determined using the Annuity 2000 Table and an effective annual interest rate of 2 ½%.

Annuity Benefits

The benefits under OPTION 3: LIFE INCOME or OPTION 4: JOINT LIFE INCOME, at the time of their commencement, will not be less than those that would be provided by the application of the proceeds to purchase a single consideration immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants.

Payment Dates

The interest periods and payment dates of the options will be calculated from the date on which the proceeds become payable.

Choosing an Option

You may choose, change or revoke an option, by Written Request, at any time while the Insured is living. However, if the Beneficiary appointment in effect is irrevocable, the written consent of such a Beneficiary is required.

If an option is not in effect at the death of the Insured or if payment is to be made in a lump sum, the Beneficiary may choose an option. The choice must be made within one year after the proceeds are payable and before any payment has been made.

An option may not be chosen if either of the following conditions exist:

1. The amount to be applied under the option is less than \$1,000.
2. Any periodic payment under the option would be less than \$20.

Age and Survival of Payee

We have the right to require proof of age of the Payee before payments begin. If payment depends on the survival of the Payee, from time to time We may require satisfactory proof that the Payee is alive.

Death of Payee

If the Payee, or the last surviving Payee, dies before all the guaranteed payments have been made, We will make a lump sum payment to the estate of the last surviving Payee.

The lump sum payment will equal:

1. The balance of any proceeds, with accrued interest, remaining unpaid under OPTION 1: PAYMENTS OF A FIXED AMOUNT; or
2. The commuted value of any guaranteed payments remaining unpaid under OPTION 2: PAYMENTS FOR A FIXED PERIOD, OPTION 3: LIFE INCOME, or OPTION 4: JOINT LIFE INCOME.

Commutation is the payment of a lump sum equal to the present value of any remaining payments. Commuted values are calculated at an interest rate of 2 ½ % per year.

TABLE OF PAYMENTS
(Based on \$1,000 net proceeds)

OPTION 3: LIFE INCOME

Male Payee – Monthly Life Income

Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain
40	\$3.24	\$3.24	65	\$5.40	\$5.21	75	\$7.73	\$6.82
45	\$3.49	\$3.47	66	\$5.57	\$5.35	76	\$8.06	\$7.00
50	\$3.79	\$3.76	67	\$5.76	\$5.50	77	\$8.41	\$7.18
55	\$4.18	\$4.13	68	\$5.95	\$5.65	78	\$8.78	\$7.36
			69	\$6.16	\$5.80	79	\$9.18	\$7.53
60	\$4.69	\$4.61	70	\$6.38	\$5.97	80	\$9.61	\$7.70
61	\$4.82	\$4.72	71	\$6.62	\$6.13	85	\$12.24	\$8.46
62	\$4.95	\$4.83	72	\$6.87	\$6.30	90	\$15.82	\$8.98
63	\$5.09	\$4.95	73	\$7.14	\$6.47	94	\$19.54	\$9.23
64	\$5.24	\$5.08	74	\$7.42	\$6.65	95	\$20.63	\$9.27

Female Payee – Monthly Life Income

Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain
40	\$3.08	\$3.08	65	\$4.90	\$4.81	75	\$6.94	\$6.41
45	\$3.28	\$3.28	66	\$5.05	\$4.93	76	\$7.24	\$6.61
50	\$3.54	\$3.53	67	\$5.20	\$5.07	77	\$7.57	\$6.81
55	\$3.87	\$3.85	68	\$5.36	\$5.21	78	\$7.93	\$7.01
			69	\$5.54	\$5.36	79	\$8.31	\$7.22
60	\$4.31	\$4.26	70	\$5.73	\$5.51	80	\$8.73	\$7.42
61	\$4.41	\$4.36	71	\$5.94	\$5.68	85	\$11.40	\$8.32
62	\$4.52	\$4.46	72	\$6.16	\$5.85	90	\$15.19	\$8.92
63	\$4.64	\$4.57	73	\$6.40	\$6.03	94	\$18.95	\$9.20
64	\$4.77	\$4.68	74	\$6.66	\$6.22	95	\$19.99	\$9.25

OPTION 4: JOINT LIFE INCOME

Male and Female Payee – Monthly Life Income

Age of Male Payee on Date of Settlement	Monthly Payment Life Only				Monthly Payment Life with 10 Years Certain			
	Age of Female Payee on Date of Settlement				Age of Female on Date of Settlement			
	60	65	70	75	60	65	70	75
60	\$3.83	\$4.05	\$4.25	\$4.41	\$3.77	\$3.98	\$4.27	\$4.31
65	\$3.98	\$4.28	\$4.58	\$4.84	\$3.91	\$4.20	\$4.48	\$4.72
70	\$4.09	\$4.48	\$4.90	\$5.31	\$4.02	\$4.38	\$4.77	\$5.15
75	\$4.18	\$4.63	\$5.17	\$5.76	\$4.09	\$4.52	\$5.02	\$5.55

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

ULLICO Life Insurance Company

(“We, Us, Our, the Company”)

Administrative Office: 1504 NW Mock Avenue, Blue Springs, MO 64015

Home Office: 20770 Highway 281 North Suite 108-418, San Antonio, TX 78258

Telephone: (816) 229-7191

www.ullico.com

Policyholder Service Office of Company _____

Address _____

Telephone Number _____

Name of Agent _____

Address _____

Telephone Number _____

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

Arkansas Insurance Department
Consumer Services Divisions
400 University Tower Building
Little Rock, Arkansas 72204
(501) 371-1813

WHOLE LIFE INSURANCE

Insurance Payable on the Death of the Insured.
Premiums Payable until the Death of the Insured.
Non-Participating

<i>SERFF Tracking Number:</i>	<i>ULCC-126142435</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ULLICO Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42314</i>
<i>Company Tracking Number:</i>	<i>UL-WL-0209</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>UL-WL-0209</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:
document Attached.

Attachments:
UL-WL-0209 Certification of Readability.pdf
AR-Guaranty Assoc Notice.pdf
CERTIFICATE OF COMPLIANCE WITH ARKANSAS RULE 19.pdf

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: The Individual Whole Life Insurance policy, form UL-WL-0209 is new. Application forms to be used with this policy will be submitted separately.

Comments:

**CERTIFICATION
OF READABILITY**

**Individual Whole Life Insurance Policy
Form UL-WL-0209**

I certify that the form submitted with this filing, referenced above, achieved a Flesch Test Reading Score of 57.0.



PRESIDENT

Gary L. Burke
ULLICO Life Insurance Company

March 19, 2009
Date

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

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

DISCLAIMER

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

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

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

The Arkansas Life and Disability Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201-1904

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

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

(continued on next page)

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

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

- * any policy or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- * any policy of reinsurance (unless an assumption certificate was issued);
- * interest rate yields that exceed an average rate;
- * dividends and voting rights and experience rating credits;
- * credits given in connection with the administration of a policy by a group contract holder;
- * employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- * unallocated annuity contracts (which give rights to group contractholders, not individuals);
- * unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- * portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- * portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by the State or Federal law;

(continued on next page)

- * obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- * contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

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

CERTIFICATE OF COMPLIANCE WITH ARKANSAS RULE & REGULATION 19

Insurer: ULLICO Life

Form Number(s): UL-WL-0209

I hereby certify that the filing above meets all applicable Arkansas requirements including the applicable requirements of Rule & Regulation 19.



Charles H. MacPhaul

May 15, 2009

Date

SERFF Tracking Number: *ULCC-126142435* State: *Arkansas*
 Filing Company: *ULLICO Life Insurance Company* State Tracking Number: *42314*
 Company Tracking Number: *UL-WL-0209*
 TOI: *L071 Individual Life - Whole* Sub-TOI: *L071.101 Fixed/Indeterminate Premium - Single Life*
 Product Name: *UL-WL-0209*
 Project Name/Number: */*

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/07/2009	Form	Individual Whole Life Insurance policy	05/15/2009	UL-WL-0209.pdf (Superseded)
05/07/2009	Supporting Document	Flesch Certification	05/15/2009	UL-WL-0209 Certification of Readability.pdf

ULLICO Life Insurance Company

(“We, Us, Our, the Company”)

[Administrative Office: PO Box 1360, Blue Springs, MO 64013

Home Office: 20770 Highway 281 North Suite 108-418, San Antonio, TX 78258

Telephone: (816) 229-7191

www.ullico.com]

POLICY NUMBER: [12345]

POLICY OWNER (“OWNER”): [John Doe]

INSURED: [John Doe]

We agree to pay the proceeds to Your Beneficiary on the death of the Insured provided coverage is in force and subject to all terms of this policy.

This policy is a legal contract between the Owner and Us.

A policy fee of [\$50 per year] will be added to the basic premium rate to reflect the cost of issuing this policy, establishing required records, sending premium notices, and other related expenses.

[TEN (10)] DAY RIGHT TO EXAMINE POLICY

You have [ten] days after You receive this policy to decide if it meets Your needs. If it does not, return it to Our Administrative Office or to the agent from whom You bought it. We will cancel the policy from the Policy Date and give You a full premium refund.

Please Read This Policy Carefully

**[Officer Signature]
[Officer Title]**

**[Officer Signature]
[Officer Title]**

WHOLE LIFE INSURANCE

Insurance Payable on the Death of the Insured.
Premiums Payable until the Death of the Insured.
Non-Participating

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SCHEDULE

Policy Number: [12345]

Policy Owner (“Owner”): [John Doe]

Insured: [John Doe]

Department of Insurance: [Maryland Insurance Administration, 525 St. Paul Place, Baltimore, Maryland, 21202-2272]

Telephone Number: [1-800-492-6116]

Issue Age: [35]

Sex: [Male]

Face Amount: [\$25,000]

Policy Date: [January 1, 2009]

Policy Class: [Standard Non-Tobacco]

Issue Date: [January 1, 2009]

DESCRIPTION OF BENEFITS AND PREMIUMS

BENEFIT	[Annual Premium]	[Semi-annual Premium]	[Quarterly Premium]	[Monthly Premium]	Term Period
Basic Policy [Accelerated Death Benefit Labor Dispute Waiver of Premium]	[\$340.00]	[\$176.80]	[\$89.08]	[\$29.58]	Age 100

TABLE OF GUARANTEED VALUES

Policy Number: [12345]

The values in the table will apply at the end of each policy year as shown, assuming all premiums have been paid to the end of that policy year. Any amounts owed on the Policy will decrease the values for Paid-Up Life Insurance and Extended Insurance.

At End of Policy Year	Cash Value	Paid-Up Life Insurance	Extended Insurance For Face Amount	
			Years	Days
[1]	\$0	\$0	0	0
2	\$0	\$0	0	0
3	\$125	\$775	3	310
4	\$350	\$2,050	8	339
5	\$575	\$3,225	12	292
6	\$800	\$4,300	15	171
7	\$1,050	\$5,400	17	236
8	\$1,300	\$6,425	19	86
9	\$1,550	\$7,350	20	121
10	\$1,825	\$8,300	21	109
11	\$2,100	\$9,150	22	6
12	\$2,400	\$10,050	22	257
13	\$2,675	\$10,775	23	15
14	\$3,000	\$11,600	23	173
15	\$3,300	\$12,250	23	218
16	\$3,625	\$12,925	23	260
17	\$3,975	\$13,625	23	299
18	\$4,325	\$14,250	23	297
19	\$4,675	\$14,825	23	259
20	\$5,050	\$15,400	23	226
Age 55	\$5,050	\$15,400	23	226
Age 60	\$7,025	\$17,850	22	147
Age 65	\$9,175	\$19,700	20	187
Age 70	\$11,450	\$21,100	18	89
Age 100	\$25,000	\$25,000	n/a	n/a]

For all policy years, cash values are equal to the amount calculated by the standard nonforfeiture method. Upon request, we will provide values for policy years not shown.

Reserves are based on the 2001 CSO Select and Ultimate ALB (sex-distinct and smoker-distinct) mortality table and the valuation interest rate shown below using continuous functions. Policy values and net single premiums are based on the 2001 CSO Select and Ultimate ALB (sex-distinct and smoker-distinct) mortality table and the nonforfeiture interest rate shown below using curtate functions.

Nonforfeiture Interest Rate: 5%

Valuation Interest Rate [4%]

Loan Interest Rate: [8%]

DEFINITIONS

Administrative Office

The address as shown on the cover.

Attained Age

The Insured's current age based on the Insured's last birthday.

Beneficiary

The person designated by You to receive the proceeds payable on the death of the Insured.

Cash Surrender Value

The amount of money that You would receive as a refund if You canceled the coverage and returned the policy. It is equal to:

1. The basic policy Cash Value; plus
2. The Cash Value provided by riders; minus
3. Any amounts owed on the policy.

Extended Insurance

Insurance bought at the date of an unpaid premium if the policy has Cash Surrender Value. It is Paid-Up term insurance.

Face Amount

The amount, as shown on the Schedule, payable on the death of the Insured.

Issue Age

The Insured's age as of his or her last birthday on the Policy Date.

Issue Date

The date on which this policy was issued by Us.

Lapse

Termination of the policy, without value, due to non-payment of renewal premiums or loan interest.

Loan Value

The maximum amount You may borrow. It is the amount which, with interest, will equal the Cash Surrender Value on the next policy anniversary or the next premium due date, if sooner.

Paid-Up Insurance

Insurance bought at the date of an unpaid premium if the policy has a Cash Surrender Value. It is of the same type and for the same duration as the original policy. The amount of insurance purchased with this option will be smaller than the Face Amount of the policy.

Payee

A person, designated by the Beneficiary, who is entitled to receive payment under the Payment Options section.

Payment Option

The option to provide for payment of proceeds in other than a lump sum.

You and Your

The Owner of this policy.

We, Our, and Us

ULLICO Life Insurance Company.

Written Request

A request in writing, signed by You, dated, and submitted to Our Administrative Office. The request must be of a form and content acceptable to Us.

PAYMENT OF PROCEEDS**Death Benefit**

We will pay the amount owed to the Beneficiary when due proof is filed with Our Administrative Office that the death of the Insured occurred while this policy was in force. Payment is subject to the terms and conditions of this policy. We request that this policy be returned to Us at the time of settlement.

Please refer to the Policy Values section for the amount payable on the death of the Insured if this policy is in force as Paid-Up or Extended Insurance.

If the policy is in force, but not as Paid-Up or Extended Insurance, the amount payable on the death of the Insured equals:

1. The Face Amount shown in the Schedule; plus
2. Any additional amounts payable provided by riders which have been added to this policy; plus
3. Any refund of premium paid beyond the policy month of the death of the Insured; minus
4. Any outstanding amounts owed on a policy loan or the amount of any unpaid premium if the death occurs during the grace period.

We will pay interest on the amount due from the date of death of the Insured to the date of payment. Interest shall accrue at the rate applicable to the policy for funds left on deposit with Us.

We will pay interest as described above, plus additional interest at a rate of 10% annually, until the date the claim is paid beginning 31 calendar days from the latest of:

1. The date We receive due proof of death; or
2. The date We receive sufficient information to determine Our liability, the extent of the liability, and appropriate Payee legally entitled to the proceeds; or
3. The date legal impediments to payment that depend on the action of parties other than Us are resolved and sufficient evidence of resolution is provided to Us. Legal impediments to payment include, but are not limited to, the following:
 - (a) The establishment of guardianships and conservatorships;
 - (b) The appointment and qualification of trustees, executors and administrators; and
 - (c) The submission of information required to satisfy state and federal reporting requirements.

Cash Surrender

This policy may be surrendered for its Cash Surrender Value at any time. We must receive, at Our Administrative Office, Your Written Request and this policy. Surrender will be effective on the date the policy is terminated by Us. Our liability will be limited to the Cash Surrender Value.

If the policy is surrendered within 30 days following a policy anniversary, the Cash Surrender Value will not be less than the value at the anniversary date.

We have the right to defer making payment for up to 6 months from the date We receive Your Written Request. If We defer payment for thirty days or more, interest will be paid from the date of surrender to the date of payment. The rate of interest will be the greater of 3% per year or the rate required by law.

PREMIUMS**Payment of Premiums**

You will find the Policy Date, premium amount and premium period in the Schedule. The first premium is payable on or before the Policy Date. All premiums after the first must be paid in advance. Premiums are payable annually, or at other authorized premium frequencies. We will determine the amount of each such premium.

Premiums must be paid to Our Administrative Office or to an agent who is authorized to receive such payment for Us. A receipt will be issued if requested.

If any check, draft, or other such instrument that You use to pay premiums is not paid when presented for payment in due course of business, the premium will be considered unpaid.

Grace Period

There is no grace period for the first premium. For each premium after the first, if You do not pay a premium on or before its due date, We will keep this policy in force for 31 days beyond the due date. This is the grace period. If You do not pay the premium by the end of the grace period, this policy will then Lapse unless it has a Cash Surrender Value. If it has a Cash Surrender Value, it may be kept in force as set out in the Automatic Premium Loans provision or the Policy Values section.

Reinstatement

You may not reinstate this policy if You have surrendered it for its Cash Surrender Value.

You may reinstate this policy if it has Lapsed or is in force as Paid-Up or Extended Insurance within 5 years after the first unpaid premium was due if You:

1. Submit proof of insurability, satisfactory to Us, on the Insured; and
2. Pay all overdue premiums with compound interest; and
3. Pay all amounts owed on the policy, as of the date of the first unpaid premium, with compound interest. See the Loans section for the amounts owed.

The rate of interest applicable to overdue premiums and amounts owed on policy loans is compounded daily at an annual rate of 6%. Interest will be calculated from the due date of the unpaid premium to the date of reinstatement.

The election to reinstate this policy must be made by Written Request. The Written Request, and the payment of all amounts owed in 2. and 3. above, must be received at Our Administrative Office. The reinstatement will be effective on the date We approve the Written Request.

LOANS

Policy Loans

You may obtain a loan from Us whenever this policy has a Cash Surrender Value. This policy shall be the sole security of the loan. Extended Insurance has no Loan Value. You may borrow all or a part of the Loan Value. We will notify You of the initial rate of interest at the time the loan is made.

On each policy anniversary, We will set the interest rate for new and existing loans for that policy year. We will give You written notice of any change in the rate at least 30 days prior to the change. The interest is compounded daily and will not exceed the annual Loan Interest Rate shown on the Table of Guaranteed Values.

Loan interest is due on each policy anniversary and will be added to the amount of the loan. The amount of the loan and the accrued interest are the amounts owed on the policy.

The policy will Lapse on the later on the following:

1. The date on which amounts owed on the policy exceed the Loan Value; or
2. 31 days after We have mailed notice of the Lapse to You and to any assignee at the last address We have on record.

You may repay all or part of the amounts owed on the policy at any time, subject to a minimum payment amount We may set.

We may defer making the loan for up to 6 months unless it is to be used to pay premiums or amounts owed to Us.

Automatic Premium Loans

You must request this provision in order for it to be in effect. If You did not request it in the application, You may start it at any time by Written Request. You may cancel it at any time by Written Request. The change will be effective as of the date the Written Request was signed, subject to any action taken by Us before it was received.

While this provision is in effect, if the Cash Surrender Value is sufficient, We will automatically make a loan at the end of the grace period to pay any unpaid premium. This loan will cover the amount owed for the billing period last paid.

If the Cash Surrender Value is insufficient to pay the unpaid premium, We will change the premium frequency, if possible, so that a smaller premium is due. If We cannot change the premium frequency, or if once changed, the Cash Surrender Value is still insufficient to pay the premium, no loan will be made and the Policy Values section will apply.

Any loan created as a result of this provision is subject to the terms and conditions of the Policy Loans provision.

POLICY VALUES

Table of Guaranteed Values

The Table of Guaranteed Values shows the Cash Value, Paid-Up Insurance and Extended Insurance as of the end of the policy year indicated.

The values are based on the assumption that all premiums have been paid for the number of years shown. They do not reflect amounts provided by riders or amounts owed on this policy. The values at any other time during the policy year will be adjusted for any premium paid and time elapsed during the year. Values for any policy year not shown in the table will be provided upon request.

Cash Value

The Cash Value at the end of a policy year shown in the Table of Guaranteed Values assumes all due premiums have been paid. The Cash Value at the end of a policy year that is not shown in the Table is equal to the net level premium reserve, on the basis described in the Basis of Calculation provision for the calculation of Cash Value.

The Cash Value within 60 days after the due date of an unpaid premium will not be less than the Cash Value at the due date.

At any time, You may surrender this policy for its Cash Surrender Value. Within 90 days following the due date of a premium that is not paid, You may change this policy into Paid-Up or Extended Insurance. If, at the end of the grace period, the premium is unpaid and an Automatic Premium Loan is not made to pay it, this policy will be automatically changed to Extended Insurance. However, if You have elected Paid-Up Insurance or if Extended Insurance is not available, We will change this policy to Paid-Up Insurance. If an Automatic Premium Loan is made, You still have two months after the end of the grace period to change this policy to Paid-Up or Extended Insurance.

The Cash Value of Paid-Up or Extended Insurance is equal to the net single premium for the insurance that is in effect based on the Insured's sex and Attained Age. If the policy is being continued as Paid-Up Insurance or Extended Insurance, it may be surrendered for its Cash Surrender Value. The Cash Value of any Paid-Up or Extended Insurance within 30 days after the end of a policy year will not be less than the Cash Value at the end of that year.

Paid-Up Insurance Benefit

If this policy has a Cash Surrender Value, You may stop paying premiums and continue the policy as Paid-Up Insurance. The amount of Paid-Up Insurance will be that amount that will be bought by using the Cash Surrender Value as a net single premium as of the date of the unpaid premium. If You elect Paid-Up Insurance, the amount of insurance bought at such time will not exceed the Face Amount of the policy.

The Paid-Up Insurance will be payable on the death of the Insured. It will have Loan Value and may be surrendered for its Cash Surrender Value.

At any time, We will tell You the amounts of Paid-Up Insurance that are not shown in the Table of Guaranteed Values.

Extended Insurance Benefit

Extended Insurance is not available if the Policy Class is shown as Rated in the Schedule.

Extended Insurance is Paid-Up term insurance payable on the Insured's death during the term. The amount of Extended Insurance will be equal to the Face Amount less any amounts owed on the policy. The insurance will commence on the due date of the unpaid premium. It will continue for a period that will be determined by using the Cash Surrender Value of this policy as a net single premium.

Basis of Calculation

Policy values and reserves are determined on the basis shown on the Table of Guaranteed Values. Our calculations are based on the assumption that premiums are paid at the beginning of the policy year, the death benefit is payable at the date of death, and the Nonforfeiture Interest Rate shown on the Table of Guaranteed Values is used.

The cash values and paid-up nonforfeiture benefit benefits available under the policy are not less than those required by law.

GENERAL PROVISIONS

Assignment

An assignment is a transfer of all or some of the policy rights and privileges to someone else. If You assign this policy, Your rights, and the rights of anyone who is to receive payment, are subject to the terms of that assignment. If the Beneficiary appointment in effect is irrevocable, the written consent of such a Beneficiary is required. A change of Owner is an absolute assignment.

No assignment will take effect unless We receive the Written Request. When received, the assignment will take effect as of the date it was signed unless otherwise specified by the Owner, subject to payment or other action taken by Us before it was received. We are not responsible for the validity or effect of any assignment.

Beneficiary

While the Insured is living, You may appoint one or more Beneficiaries and may revoke an appointment unless You made it irrevocable. If You have reserved the right to change the Beneficiary, You may do so by Written Request. You must revoke any previous appointments and designate the new person or persons to be Beneficiary.

No appointment or change in appointment will take effect unless We receive the Written Request. When received, the Written Request will take effect as of the date it was signed unless otherwise specified by the Owner, subject to payment or other action taken by Us before it was received.

The Beneficiary of this policy shall be as stated in the application unless later changed. We will pay the amount due at the death of the Insured under the Beneficiary appointment in effect at the date of death. If more than one Beneficiary has been appointed and one or more of them dies, the proceeds will be paid to the surviving Beneficiaries equally, unless otherwise designated. If no Beneficiary is alive at the death of the Insured, or if none has been appointed, We will pay the proceeds to You or to Your estate.

Currency

All amounts payable under this policy shall be paid in United States currency.

Entire Contract

The entire contract is made up of

1. This policy, which includes the Schedule,

2. The attached application, including any supplementary applications, and
3. Any riders or endorsements.

All statements made in an application are, in the absence of fraud, deemed to be representations and not warranties. We will not use any statement to avoid this policy or to deny a claim unless it is contained in a written application that is made a part of this policy.

Only an officer of the Company may modify this policy or waive any of Our rights or requirements. Any change in this policy must:

1. Be in writing; and
2. Bear the signature of at least one officer.

An agent is not an officer of the Company

Incontestability

We will not contest this policy after it has been in force during the Insured's lifetime for two years from its Issue Date, except for the following:

1. Failure to pay premiums;
2. Any benefit provided by an optional rider; or
3. Fraud in the procurement of the policy, when permitted by applicable law in the state where the policy is delivered or issued for delivery.

The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by Us.

With respect to a reinstated policy, the contestable period will begin with the day of reinstatement, and will be based only on statements in the reinstatement application, unless the original contestable period has not yet expired.

Misstatement of Age or Sex

If the Insured's date of birth or sex has been misstated, the amounts payable under the policy will be the amounts that the premiums paid would have purchased for the correct date of birth and sex.

Non-Participating

This is a non-participating policy. This policy will not share in any of the Company's profits or surplus earnings. The Company will not pay dividends on this policy.

Our Consent

If Our consent is required, it must be given in writing. It must bear the signature of an officer of the Company.

Owner

The Owner of this policy is as stated in the application unless later changed. While the Insured is living, as Owner, You may exercise all rights and privileges granted by this policy, subject to the terms of any Beneficiary appointment or assignment. All rights as Owner expire at the death of the Insured.

These are Your principal rights as Owner:

1. To appoint or change Beneficiaries; and
2. To receive amounts payable prior to the death of the Insured; and
3. To assign this policy.

No change in Owner designation will take effect unless We receive the notification. When received, the notification will take effect as of the date it was signed unless otherwise specified by the Owner, subject to payment or other action taken by Us before it was received.

Place of Payment

All amounts payable by Us will be payable at Our Administrative Office.

Policy Date

The Policy Date is shown in the Schedule. It is the date this policy goes into effect.

Policy years, months, and anniversaries are measured from the Policy Date. The first day of each policy year is the policy anniversary.

Suicide Exclusion

We will not pay the Face Amount if the Insured commits suicide (while sane or insane) within two years from the Issue Date of this policy. Instead, We will be liable only for the amount of the premium paid.

Termination of Policy

This policy will terminate as of the earliest date:

1. The policy Lapses;
2. The Insured's death;
3. The policy is surrendered
4. The full Face Amount is paid as a claim under any accelerated benefit rider attached to this policy; or
5. The Insured reaches the Attained Age of 100.

PAYMENT OPTIONS

Description of Options

Proceeds will be paid as a lump sum unless otherwise specified. As described below, We will offer other payment options, which make periodic payments of the proceeds. Your payments will never be less than the guarantees provided below.

OPTION 1: PAYMENTS OF A FIXED AMOUNT

To have the proceeds paid in equal amounts at 1-, 3-, 6- or 12-month intervals. The amount of each payment will be as stated in the election of this option. The payments will be made until the proceeds are exhausted. We will pay interest at a rate of no less than 2 ½% per year.

OPTION 2: PAYMENTS FOR A FIXED PERIOD

To have the proceeds paid in equal amounts at 1-, 3-, 6- or 12-month intervals for a fixed number of years, not to exceed 30 years. The amount of each payment will be determined with interest at a rate of no less than 2 ½ % per year.

OPTION 3: LIFE INCOME

To have the proceeds paid in equal amounts each month, in advance, during the Payee's lifetime. The following plans may be chosen:

1. Life: payments ceasing on death of the Payee; or
2. Life with 10 Years Certain: payments for a minimum guaranteed period of 10 years.

The amount of the payments will be based on the Payee's age and sex. Age will be determined from the nearest birthday at the due date of the first payment. Guaranteed payments are shown in the sample that applies to OPTION 3: LIFE INCOME. The payments were determined using the Annuity 2000 Table and an effective annual interest rate of 2 ½%.

OPTION 4: JOINT LIFE INCOME

To have the proceeds paid in equal amounts each month, in advance, for as long as one of the Payees is alive. The following plans may be chosen:

1. Life: payments ceasing on death of the final living Payee; or
2. Life with 10 Years Certain: payments for a minimum guaranteed period of 10 years.

The amount of the payments will be based on the age and sex of each of the two Payees. Age will be determined from the nearest birthday at the due date of the first payment. Guaranteed payments are shown in the sample that applies to OPTION 4: JOINT LIFE INCOME. The rates were determined using the Annuity 2000 Table and an effective annual interest rate of 2 ½%.

Annuity Benefits

The benefits under OPTION 3: LIFE INCOME or OPTION 4: JOINT LIFE INCOME, at the time of their commencement, will not be less than those that would be provided by the application of the proceeds to purchase a single consideration immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants.

Payment Dates

The interest periods and payment dates of the options will be calculated from the date on which the proceeds become payable.

Choosing an Option

You may choose, change or revoke an option, by Written Request, at any time while the Insured is living. However, if the Beneficiary appointment in effect is irrevocable, the written consent of such a Beneficiary is required.

If an option is not in effect at the death of the Insured or if payment is to be made in a lump sum, the Beneficiary may choose an option. The choice must be made within one year after the proceeds are payable and before any payment has been made.

An option may not be chosen if either of the following conditions exist:

1. The amount to be applied under the option is less than \$1,000.
2. Any periodic payment under the option would be less than \$20.

Age and Survival of Payee

We have the right to require proof of age of the Payee before payments begin. If payment depends on the survival of the Payee, from time to time We may require satisfactory proof that the Payee is alive.

Death of Payee

If the Payee, or the last surviving Payee, dies before all the guaranteed payments have been made, We will make a lump sum payment to the estate of the last surviving Payee.

The lump sum payment will equal:

1. The balance of any proceeds, with accrued interest, remaining unpaid under OPTION 1: PAYMENTS OF A FIXED AMOUNT; or
2. The commuted value of any guaranteed payments remaining unpaid under OPTION 2: PAYMENTS FOR A FIXED PERIOD, OPTION 3: LIFE INCOME, or OPTION 4: JOINT LIFE INCOME.

Commutation is the payment of a lump sum equal to the present value of any remaining payments. Commuted values are calculated at an interest rate of 2 ½ % per year.

TABLE OF PAYMENTS
(Based on \$1,000 net proceeds)

OPTION 3: LIFE INCOME

Male Payee – Monthly Life Income

Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain
40	\$3.24	\$3.24	65	\$5.40	\$5.21	75	\$7.73	\$6.82
45	\$3.49	\$3.47	66	\$5.57	\$5.35	76	\$8.06	\$7.00
50	\$3.79	\$3.76	67	\$5.76	\$5.50	77	\$8.41	\$7.18
55	\$4.18	\$4.13	68	\$5.95	\$5.65	78	\$8.78	\$7.36
			69	\$6.16	\$5.80	79	\$9.18	\$7.53
60	\$4.69	\$4.61	70	\$6.38	\$5.97	80	\$9.61	\$7.70
61	\$4.82	\$4.72	71	\$6.62	\$6.13	85	\$12.24	\$8.46
62	\$4.95	\$4.83	72	\$6.87	\$6.30	90	\$15.82	\$8.98
63	\$5.09	\$4.95	73	\$7.14	\$6.47	94	\$19.54	\$9.23
64	\$5.24	\$5.08	74	\$7.42	\$6.65	95	\$20.63	\$9.27

Female Payee – Monthly Life Income

Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain	Age	Monthly Payment Life Only	Monthly Payment Life with 10 Years Certain
40	\$3.08	\$3.08	65	\$4.90	\$4.81	75	\$6.94	\$6.41
45	\$3.28	\$3.28	66	\$5.05	\$4.93	76	\$7.24	\$6.61
50	\$3.54	\$3.53	67	\$5.20	\$5.07	77	\$7.57	\$6.81
55	\$3.87	\$3.85	68	\$5.36	\$5.21	78	\$7.93	\$7.01
			69	\$5.54	\$5.36	79	\$8.31	\$7.22
60	\$4.31	\$4.26	70	\$5.73	\$5.51	80	\$8.73	\$7.42
61	\$4.41	\$4.36	71	\$5.94	\$5.68	85	\$11.40	\$8.32
62	\$4.52	\$4.46	72	\$6.16	\$5.85	90	\$15.19	\$8.92
63	\$4.64	\$4.57	73	\$6.40	\$6.03	94	\$18.95	\$9.20
64	\$4.77	\$4.68	74	\$6.66	\$6.22	95	\$19.99	\$9.25

OPTION 4: JOINT LIFE INCOME

Male and Female Payee – Monthly Life Income

Age of Male Payee on Date of Settlement	Monthly Payment Life Only				Monthly Payment Life with 10 Years Certain			
	Age of Female Payee on Date of Settlement				Age of Female on Date of Settlement			
	60	65	70	75	60	65	70	75
60	\$3.83	\$4.05	\$4.25	\$4.41	\$3.77	\$3.98	\$4.27	\$4.31
65	\$3.98	\$4.28	\$4.58	\$4.84	\$3.91	\$4.20	\$4.48	\$4.72
70	\$4.09	\$4.48	\$4.90	\$5.31	\$4.02	\$4.38	\$4.77	\$5.15
75	\$4.18	\$4.63	\$5.17	\$5.76	\$4.09	\$4.52	\$5.02	\$5.55

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

ULLICO Life Insurance Company

(“We, Us, Our, the Company”)

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WHOLE LIFE INSURANCE

Insurance Payable on the Death of the Insured.
Premiums Payable until the Death of the Insured.
Non-Participating