

SERFF Tracking Number: UNNC-126097402 State: Arkansas
 Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
 Company Tracking Number: 7005
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 7005 Survivorship Universal Life Policy
 Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

Filing at a Glance

Company: Acacia Life Insurance Company
 Product Name: 7005 Survivorship Universal Life Policy SERFF Tr Num: UNNC-126097402 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium Adjustable Life SERFF Status: Closed-Approved- Closed State Tr Num: 42413
 Sub-TOI: L09I.002 Joint (Last Survivor) Co Tr Num: 7005 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Bobbie Cramer, Joanne Friend, Jenny Andrus Disposition Date: 05/20/2009
 Date Submitted: 05/14/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: 7005 Survivorship Universal Life Policy Status of Filing in Domicile: Pending
 Project Number: 7005 Survivorship Universal Life Policy Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 05/20/2009 Explanation for Other Group Market Type:
 State Status Changed: 05/20/2009
 Deemer Date: Created By: Jenny Andrus
 Submitted By: Bobbie Cramer Corresponding Filing Tracking Number:
 Filing Description:
 Re: Acacia Life Insurance Company
 NAIC No. 0943-60038 FEIN No. 53-0022880

Submission Form Identification:
 7005 - Survivor Universal Life Policy
 KPSR01 - Policy Split Rider

SERFF Tracking Number: UNNC-126097402 State: Arkansas
Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
Company Tracking Number: 7005
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 7005 Survivorship Universal Life Policy
Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

KEPR02 - Estate Protection Rider

UN 2550-2 LIFE AC - Application/Universal Life Policy Details

General Description of Submission: This Universal Life Insurance Policy will be issued to individuals interested in purchasing a survivorship universal life policy to receive a death benefit upon the death of both insureds.

Issue Ages: 18-85

Enclosed for your review and approval is the above-referenced individual universal life insurance policy, application and rider as shown on the attached Exhibit A.

These forms are new and do not replace any previously approved forms. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. The Flesch Scores for these forms are shown on the attached Exhibit A.

This policy will be illustrated. The signed illustration will be used to provide the applicant with policy cost and benefit information. Required actuarial material for the policy and riders, as appropriate, is also enclosed.

Since our printers use various fonts and layouts, we reserve the right to format the pages to conform to the printer's requirements. No change in language will occur, only a possible page break, or renumbering of a page.

The application for use with this policy will be UN 2550 PI-A, et al. That Application is our general base application for individual product lines. Its modular format eliminates costly duplicative forms and enables the same information required for all individual product lines to be either: 1) collected on the same form (such as name, address, etc.); or 2) provided to the client on the same form (such as the agreement). Product specific information is collected on the product specific components. The Policy Detail page being sent with this submission, UN 2550-2 LIFE AC, will replace UN 2550-1 LIFE AC which was approved by your state insurance department between 10/17/08 and current.

The Policy Split Rider, KPSR01, changes the policy where if certain conditions are met, the policy may be exchanged for two new individual policies without evidence of insurability, on the lives of each of the insureds.

The Estate Protection Rider, KEPR02, is a rider that pays a death benefit upon the second death of the two insureds. The benefit is paid to the designated beneficiary, if any; otherwise to the policyowner, if living; otherwise to the policyowner's estate.

The enclosed forms were submitted concurrently to the District of Columbia where we are domiciled. If you have any

SERFF Tracking Number: UNNC-126097402 State: Arkansas
 Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
 Company Tracking Number: 7005
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 7005 Survivorship Universal Life Policy
 Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

questions or comments regarding this filing, please refer them to me at 1-800-825-1551, extension 52329, or via email at: bcramer@unioncentral.com.

Thank you for your consideration of this submission. Please be assured it is appreciated.

Sincerely,

Bobbie J. Cramer
 Senior Contract Analyst

Company and Contact

Filing Contact Information

Jenny Andrus, Contract Analyst jandrus@unioncentral.com
 1876 Waycross Road 513-595-2984 [Phone] 52984 [Ext]
 Cincinnati, OH 45240 513-595-2918 [FAX]

Filing Company Information

Acacia Life Insurance Company CoCode: 60038 State of Domicile: District of Columbia
 7315 Wisconsin Avenue Group Code: 943 Company Type: Stock
 Bethesda, MD 20814 Group Name: State ID Number:
 (800) 825-1551 ext. [Phone] FEIN Number: 53-0022880

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Acacia Life Insurance Company	\$50.00	05/14/2009	27888612

SERFF Tracking Number: UNNC-126097402 State: Arkansas
Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
Company Tracking Number: 7005
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 7005 Survivorship Universal Life Policy
Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/20/2009	05/20/2009

SERFF Tracking Number: UNNC-126097402 *State:* Arkansas
Filing Company: Acacia Life Insurance Company *State Tracking Number:* 42413
Company Tracking Number: 7005
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 7005 Survivorship Universal Life Policy
Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

Disposition

Disposition Date: 05/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: UNNC-126097402 State: Arkansas
 Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
 Company Tracking Number: 7005
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 7005 Survivorship Universal Life Policy
 Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Health - Actuarial Justification	No	No
Supporting Document	Outline of Coverage	No	No
Supporting Document	Certifications	Yes	Yes
Supporting Document	Notices	Yes	Yes
Supporting Document	Actuarial Memorandum	No	No
Form	Flexible Premium Survivorship Universal Life Insurance Policy	Yes	Yes
Form	Estate Protection Rider	Yes	Yes
Form	Policy Split Rider	Yes	Yes
Form	Application/Universal Life Policy Details	Yes	Yes

SERFF Tracking Number: UNNC-126097402 State: Arkansas
 Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
 Company Tracking Number: 7005
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 7005 Survivorship Universal Life Policy
 Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

Form Schedule

Lead Form Number: 7005

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	7005	Policy/Cont Flexible Premium ract/Fratern Survivorship al Universal Life Certificate: Insurance Policy Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53.000	7005.pdf
	KEPR02	Policy/Cont Estate Protection ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.000	KEPR02.pdf
	KPSR01	Policy/Cont Policy Split Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.000	KPSR01.pdf
	UN 2550-2 LIFE AC	Application/ Application/Universal Enrollment Life Policy Details Form	Initial		60.000	UN 2550-2 LIFE AC.pdf



*A Stock Company... Administrative Office: 1876 Waycross Road, P.O. Box 40888, Cincinnati, Ohio 45240
Phone Number: 1.800.319.6901 Fax Number: 1.513.595.2218*

Insureds: John Doe
Jane Doe
Policy Number: 0123456789

We will pay the death benefit proceeds to the beneficiary when we receive satisfactory proof of death of both insureds while this policy is in force, subject to the terms of this policy.

LOOK AT THE APPLICATION FORMS. This policy is issued based on payment of the initial premium and the answers in the application (see copy attached). If all answers are not true and complete, this policy may be affected. If any past medical history has been omitted, please notify *us* within ten (10) days from the date this policy is delivered to *you*.

PLEASE READ THIS POLICY CAREFULLY. This policy is a legal contract between *you* and Acacia Life Insurance Company.

20-DAY RIGHT TO EXAMINE THIS POLICY. It is important to *us* that *you* are satisfied with this policy. *You* have 20 days to review this policy after *you* receive it. If this policy is a replacement for an existing policy *you* have 30 days to review this policy after *you* receive it. If *you* are not satisfied, *you* may send it back to *us* or give it to *our* agent. In such case, this policy will be void from the beginning. *We* will refund the premiums paid minus partial withdrawals within 10 days after this policy is returned.

ACACIA LIFE INSURANCE COMPANY

Robert Sam A. Daniels
SPECIMEN

Secretary

Steve H. [unclear]
SPECIMEN

President

Flexible Premium Survivorship Universal Life Insurance Policy
Nonparticipating

TABLE OF CONTENTS

POLICY SCHEDULE	3
DEFINITIONS	4
OWNERSHIP	5
BENEFICIARY	5
DEATH BENEFIT	6
Death Benefit Proceeds	6
Death Benefit Options	6
Death Benefit Option Changes	6
Specified Amount Decreases	6
PREMIUMS	7
ACCOUNT VALUE	7
ACCESSING POLICY VALUES	7
Loans	7
Partial Withdrawal	8
Cash Surrender	8
POLICY FACTORS	8
Monthly Deduction	8
Cost of Insurance	8
Specified Amount Charge	8
Interest Rate	9
Policy Cost Factors	9
KEEPING THE POLICY IN FORCE	9
Grace Period	9
Minimum No-Lapse Period	9
Reinstatement	9
GENERAL PROVISIONS	10
Entire Contract	10
Nonparticipating Policy	10
Reliance	10
Incontestability	10
Suicide	10
Policy Changes	10
Annual Report	10
Illustrative Report	11
Termination	11
Conformity with Laws	11
Misstatement of Age or Gender	11
Assignment	11
Computations	11

POLICY SCHEDULE

Policy Number: [0123456789]
Younger Insured: [John Doe]
Issue Age and Gender: [35, Male]
Rate Class: [Standard Nontobacco]

Older Insured: [Jane Doe]
Issue Age and Gender: [35, Female]
Rate Class: [Standard Nontobacco]

Owner: [John Doe]
Policy Date: [July 1, 2009]
Issue Date: [July 1, 2009]

Specified Amount: \$[100,000]
Minimum Specified Amount: \$[100,000]
Death Benefit Option: [A]
Basis of Values: Frasierized 2001 CSO Mortality Table,
Age Nearest Birthday
[Male Nonsmoker and Female Nonsmoker]

Guaranteed Interest Rate: [3.00]% Annually, [0.24663]% Monthly
Planned Periodic Premium: \$[380.00]
Planned Premium Frequency: [Annual]
Initial Premium: \$[380.00]

Monthly Minimum No-Lapse Premium: \$[23.11]
Minimum No-Lapse Period: [10] years from the *policy date*

It is possible that coverage may expire prior to the *second death* if premiums paid or interest credited is insufficient to continue coverage to such date.

POLICY SCHEDULE

MAXIMUM MONTHLY COST OF INSURANCE RATES AND CORRIDOR FACTORS

Younger <i>Insured's</i> <i>Attained</i> <u>Age</u>	Maximum Cost of Insurance <u>Rate</u>	Corridor <u>Factor</u>	Younger <i>Insured's</i> <i>Attained</i> <u>Age</u>	Maximum Cost of Insurance <u>Rate</u>	Corridor <u>Factor</u>	Younger <i>Insured's</i> <i>Attained</i> <u>Age</u>	Maximum Cost of Insurance <u>Rate</u>	Corridor <u>Factor</u>
[35	0.00008	2.50	76	1.44308	1.05	117	70.87934	1.01
36	0.00026	2.50	77	1.68636	1.05	118	74.40894	1.01
37	0.00048	2.50	78	1.97189	1.05	119	78.00210	1.01
38	0.00073	2.50	79	2.30269	1.05	120	83.33333	1.01
39	0.00102	2.50	80	2.68048	1.05	121+	00.00000	1.01]
40	0.00136	2.50	81	3.14903	1.05			
41	0.00177	2.43	82	3.67898	1.05			
42	0.00228	2.36	83	4.25328	1.05			
43	0.00291	2.29	84	4.90111	1.05			
44	0.00369	2.22	85	5.63663	1.05			
45	0.00467	2.15	86	6.39537	1.05			
46	0.00584	2.09	87	7.35013	1.05			
47	0.00730	2.03	88	8.37403	1.05			
48	0.00888	1.97	89	9.46778	1.05			
49	0.01077	1.91	90	10.53979	1.05			
50	0.01316	1.85	91	11.30602	1.04			
51	0.01607	1.78	92	12.32199	1.03			
52	0.01980	1.71	93	13.61830	1.02			
53	0.02430	1.64	94	15.16623	1.01			
54	0.02991	1.57	95	17.01311	1.01			
55	0.03694	1.50	96	18.77294	1.01			
56	0.04545	1.46	97	20.60122	1.01			
57	0.05559	1.42	98	21.19095	1.01			
58	0.06699	1.38	99	22.34828	1.01			
59	0.08037	1.34	100	24.01788	1.01			
60	0.09641	1.30	101	25.71976	1.01			
61	0.11600	1.28	102	27.63127	1.01			
62	0.14012	1.26	103	29.73356	1.01			
63	0.16871	1.24	104	32.06650	1.01			
64	0.20207	1.22	105	34.60698	1.01			
65	0.24105	1.20	106	37.23686	1.01			
66	0.28583	1.19	107	39.95180	1.01			
67	0.33694	1.18	108	42.70248	1.01			
68	0.39641	1.17	109	45.57763	1.01			
69	0.46433	1.16	110	48.52963	1.01			
70	0.54554	1.15	111	51.38758	1.01			
71	0.64169	1.13	112	54.17785	1.01			
72	0.76102	1.11	113	56.74913	1.01			
73	0.89783	1.09	114	60.29824	1.01			
74	1.05430	1.07	115	63.63013	1.01			
75	1.23525	1.05	116	67.09236	1.01			

Note: Cost of Insurance Rates are per \$1,000 of net amount at risk.

To comply with section 7702 of the Internal Revenue Code, the total death benefit for this policy will not be less than the account value multiplied by the applicable corridor factor above.

POLICY SCHEDULE

MAXIMUM EXPENSE CHARGES

- (1) Premium Charge: [7.00]% of each premium collected
- (2) Monthly Administrative Charge: \$[7.00] per month
- (3) Monthly Specified Amount Charge:

<u>Policy Year</u>	<u>Monthly Specified Amount Charge</u>
1	\$[5.56]
2	\$[9.61]
3	\$[9.61]
4	\$[9.61]
5	\$[9.61]
6	\$[9.61]
7	\$[9.61]
8	\$[9.61]
9	\$[9.61]
10	\$[9.61]
11	\$[7.69]
12	\$[5.77]
13	\$[3.85]
14	\$[1.92]
15+	\$[0.00]

TABLE OF SURRENDER CHARGES

<u>Policy Year</u>	<u>Surrender Charge</u>
1	\$[1,498.00]
2	\$[1,449.00]
3	\$[1,397.00]
4	\$[1,343.00]
5	\$[1,286.00]
6	\$[1,226.00]
7	\$[1,163.00]
8	\$[1,097.00]
9	\$[1,028.00]
10	\$[955.00]
11	\$[879.00]
12	\$[799.00]
13	\$[715.00]
14	\$[626.00]
15	\$[533.00]
16	\$[436.00]
17	\$[334.00]
18	\$[226.00]
19	\$[113.00]
20 and thereafter	\$[0.00]

POLICY SCHEDULE

Minimum decrease in *specified amount*: \$[1,000]

Minimum partial withdrawal amount: \$[100]

Maximum partial withdrawal fee: \$[50]

Maximum *attained age* for reinstatement: [85]

The maximum loan interest rate is [4.00]%. The maximum preferred loan interest rate is [3.50]%. The interest rate credited on any loaned portion of the *account value* will be [3.00]%. These interest rates are annual effective rates.

This is a flexible premium survivorship universal life insurance policy with an adjustable death benefit. We will pay the death benefit proceeds to the beneficiary if both *insureds* die while this policy is in force, subject to the terms of this policy.

DEFINITIONS

(Defined terms appear in italics throughout this policy.)

ACCOUNT VALUE. Means the sum of *net premiums* paid, minus partial withdrawals, minus *monthly deductions*, plus interest credited.

ANNUAL DATE. Means the same date each year as the *policy date*.

ATTAINED AGE. Means, with respect to each *insured*, the *issue age* plus the number of completed policy years.

CASH SURRENDER VALUE. Means the *account value*, minus *surrender charges*, minus any *policy debt*.

FIRST DEATH. Means the first *insured* to die.

INSUREDS. Means the persons shown on the policy schedule upon whose life this policy is issued.

ISSUE AGE. Means with respect to each *insured*, the age as of the birthday nearest to the *policy date*.

ISSUE DATE. Means the date on which the suicide and incontestability periods begin. If we have received the initial premium from you, the *issue date* will also be the date when you have life insurance coverage with us. If we have not received the initial premium from you, you WILL NOT have coverage until the date on which we receive the initial premium from you.

MINIMUM NO-LAPSE PREMIUM. Means the amount that must be paid on a cumulative basis to keep this policy in force during the minimum no-lapse period as shown on the policy schedule.

MONTHLY DATE. Means the same date of each month as the *policy date*.

MONTHLY DEDUCTION. Means a charge made against the *account value* on each *monthly date* for the coverage provided by this policy and any attached riders.

NET AMOUNT AT RISK. Means the death benefit on the *monthly date*, discounted at the guaranteed rate of interest for one month, minus the *account value* on the *monthly date*, after the *monthly deduction* has been taken except for the cost of insurance.

NET PREMIUM. Means the premium paid reduced by the premium charge, which will not exceed the maximum premium charge shown on the policy schedule.

PLANNED PERIODIC PREMIUM. Means a level premium you intend to pay at a fixed interval. The *planned periodic premium* is shown on the policy schedule.

POLICY DATE. Means the date from which policy months, years and anniversaries are measured. The *policy date* will be determined by us unless you request a different *policy date* that we approve. If the *issue date* is after the *policy date* or we have not received the initial premium from you, you WILL NOT have life insurance coverage on the *policy date*.

POLICY DEBT. Means the sum of all unpaid policy loans and accrued interest on policy loans.

SECOND DEATH. Means the second *insured* to die. In the event of simultaneous deaths, *second death* means the date of death of the *insureds*.

SPECIFIED AMOUNT. Means a dollar amount used to determine the death benefit of *your* policy. It is shown on the policy schedule. *You* may decrease it as provided in *your* policy.

SURRENDER. Means termination of this policy at *your* request for its *cash surrender value* while either *insured* is alive.

SURRENDER CHARGE. Means the charge subtracted from the *account value* on the *surrender* of this policy.

WE, US, OUR. Means Acacia Life Insurance Company.

WRITTEN NOTICE. Means information *we* have received at the address(es) shown on the first page of this policy which is written, is signed by *you*, and is acceptable to *us*.

YOU, YOUR. Means the owner as shown on the policy schedule, unless changed. The *insureds* may or may not be the owner.

OWNERSHIP

While either *insured* is living, *you* have all rights in this policy. *Your* rights will be subject to any assignment and to the rights of any irrevocable beneficiary. If *you* die before the *second death*, the successor owner named in the application is the new owner. If there is no successor owner, then *your* estate becomes the new owner.

A change of owner may be made at any time by *written notice* to *us*. It will take effect on the date *we* receive *written notice*. Unless there are no surviving primary or contingent beneficiaries, a change of owner does not change the beneficiary.

BENEFICIARY

The beneficiary will receive the death benefit proceeds upon the *second death*. The primary and any contingent beneficiaries are named in the application. If no primary beneficiary is living when the *second death* occurs, *we* will pay to the contingent beneficiary. If no contingent beneficiary is living when the *second death* occurs, *we* will pay *you* or *your* estate.

Unless the beneficiary designation provides otherwise, *we* will follow these rules:

- (1) *We* will pay equal shares when more than one beneficiary of the same class is to share the funds.
- (2) No revocable beneficiary has rights in this policy until the *second death*.
- (3) An irrevocable beneficiary cannot be changed without his or her consent.
- (4) The interest of any beneficiary is subject to the rights of any assignee shown on *our* records.
- (5) When beneficiaries are not shown by name (such as "children"), *we* may find who they are from sworn statements and not wait for court records.

You may change the beneficiary at any time while either *insured* is living by *written notice* to *us*. *We* must approve any change. If approved, it will take effect on the date the *written notice* was signed by *you*. *We* will not be liable for any payments *we* make or actions *we* take before the change is approved.

Unless otherwise provided, if any beneficiary dies within 30 days after the *second death* as the result of a common disaster, *we* will pay the death benefit as if that beneficiary died first.

DEATH BENEFIT

DEATH BENEFIT PROCEEDS. Death benefit proceeds will equal:

- (1) the death benefit at the date of the *second death*; plus
- (2) any additional life insurance proceeds provided by riders; minus
- (3) any *policy debt*; minus
- (4) any overdue *monthly deductions* including the *monthly deduction* for the month of the *second death*.

We will pay the death benefit proceeds in a lump sum as soon as we receive satisfactory proof that both *insureds* died while this policy was in force, and other proof that we may require in order to investigate the claim. We will include interest from the date of the *second death* to the payment date. The rate will not be less than required by law. Full payment of the death benefit proceeds to the beneficiary discharges us from any and all claims.

DEATH BENEFIT OPTIONS. The death benefit at any time depends on the death benefit option you select.

Option A. The death benefit is the greater of: (1) the *specified amount*; and (2) the *account value* times the appropriate corridor factor shown on the policy schedule.

Option B. The death benefit is the greater of: (1) the *specified amount* plus the *account value*; and (2) the *account value* times the appropriate corridor factor shown on the policy schedule.

Option C. The death benefit is the greater of: (1) the *specified amount* plus the sum of premiums paid minus the sum of partial withdrawals taken; and (2) the *account value* times the appropriate corridor factor shown on the policy schedule. If the sum of partial withdrawals taken is greater than the sum of premiums paid, the death benefit may be less than the *specified amount*.

The policy schedule shows the *specified amount* and the death benefit option.

DEATH BENEFIT OPTION CHANGES. You may make certain changes to the death benefit option by *written notice* to us. The effective date of change will be the *monthly date* following our receipt of the *written notice*.

- (1) The option may be changed from Option B to Option A, or from Option C to Option A. This will not change the *specified amount* and the death benefit will be reduced to equal the *specified amount*.
- (2) The option may be changed from Option A to Option B, or from Option C to Option B. In such case, the *specified amount* will be adjusted so that the *net amount at risk* is unchanged.

SPECIFIED AMOUNT DECREASES. On or after one year from the *policy date*, you may decrease the *specified amount* by *written notice* to us. Any decrease is subject to the following conditions:

- (1) A decrease of the *specified amount* will be effective on the *monthly date* following *written notice* to us.
- (2) Any decrease of the *specified amount* requested by you will not reduce the *surrender charges* or the monthly specified amount charges.
- (3) The *specified amount* after any requested decrease must not be less than the minimum *specified amount* stated on the policy schedule.

PREMIUMS

PAYMENT OF PREMIUM. The initial premium is the amount paid on or before delivery of this policy. The *planned periodic premium* is shown on the policy schedule. Even if you pay *planned periodic premiums*, your policy could lapse if the *cash surrender value* is not enough to pay the *monthly deductions*. You may change the amount and/or frequency of the *planned periodic premium*. You also may make unscheduled payments.

We reserve the right to require evidence of insurability for any premium payment that increases the *net amount at risk* of the policy. We will not accept that portion of a premium payment which affects the tax qualifications of this policy as described in section 7702 of the Internal Revenue Code, as amended. This excess amount will be returned to you.

Premium payments may be made to the address(es) shown on the first page of this policy or to such other place as we may designate. A receipt signed by our President or Secretary will be provided upon request. In the event no further premiums are paid, coverage will continue subject to the Grace Period provision until the *cash surrender value* is no longer sufficient to cover the *monthly deduction*.

ACCOUNT VALUE

The *account value* on the *issue date* is equal to any *net premiums* received by us on or before the *issue date*, minus any *monthly deductions* due on or before the *issue date*.

The *account value* on each *monthly date* thereafter is equal to $(a + b + c + d) - (e + f + g)$, where:

- (a) is the *account value* on the prior *monthly date*;
- (b) is one month's interest on (a);
- (c) is any *net premium* received since the prior *monthly date*;
- (d) is interest on (c) from the date received to the current *monthly date*;
- (e) is any partial withdrawal since the prior *monthly date*;
- (f) is interest on (e) from the date paid to the current *monthly date*;
- (g) is the *monthly deduction* due on the current *monthly date*.

On any day between *monthly dates*, the *account value* is calculated using steps a through f above, with pro-rata adjustment of interest to reflect the time elapsed since the prior *monthly date*.

ACCESSING POLICY VALUES

Loans, partial withdrawals and cash surrenders may be subject to income tax and penalty tax.

LOANS. You may obtain a loan from the *cash surrender value* of this policy. The maximum available loan amount is:

- (1) the *cash surrender value*; minus
- (2) loan interest up to the next *annual date*; minus
- (3) the sum of the next three *monthly deductions*.

After the 5th policy anniversary, a portion of the *policy debt* may qualify for the preferred loan interest rate. The portion eligible for the preferred loan interest rate is:

- (1) the *account value*; plus
- (2) the sum of partial withdrawals taken; minus
- (3) the sum of premiums paid.

The maximum loan interest rate and the maximum preferred loan interest rate are shown on the policy schedule. *We* have the option of charging less.

This policy will be assigned to *us* as security for any loan. *We* may defer making a loan up to six months except to pay premiums on any policy in force with *us*. *We* may require *you* to sign a loan agreement.

A loan may be paid back in full or in part at any time.

Interest accrues daily and becomes a part of the *policy debt*. Interest payments are due on each *annual date*. If interest is not paid when due, it will be added to the *policy debt* and will bear interest at the rate charged on the loan.

PARTIAL WITHDRAWAL. *You* may take a partial withdrawal of cash from the *cash surrender value* by *written notice* to *us*. The minimum partial withdrawal is shown on the policy schedule. The maximum partial withdrawal amount is:

- (1) the *cash surrender value*; minus
- (2) the sum of the next three *monthly deductions*.

We may deduct a partial withdrawal fee, which will not exceed the maximum partial withdrawal fee shown on the policy schedule. If Death Benefit Option A is in effect, the *specified amount* will be reduced by the amount withdrawn plus any fee. After *we* receive *written notice*, *we* have the right to wait up to six months to pay, except for payment of premiums on any policy in force with *us*.

CASH SURRENDER. *You* may *surrender* this policy for the *cash surrender value* by *written notice* to *us*. After *we* receive *written notice*, *we* have the right to wait up to six months to pay except for payment of premiums on any policy in force with *us*. *You* may not reinstate this policy once *you* *surrender* it.

POLICY FACTORS

MONTHLY DEDUCTION. On each *monthly date*, *we* will deduct an amount from *your account value* to pay *us* for providing the benefits of the policy. This amount is called the *monthly deduction*.

The *monthly deduction* equals:

- (1) the cost of insurance; plus
- (2) the monthly administrative charge; plus
- (3) the monthly specified amount charge; plus
- (4) the cost for any policy riders.

The *monthly deduction* is due on each *monthly date*, beginning on the *policy date*.

COST OF INSURANCE. The cost of insurance for a policy month is the cost of insurance rate times the *net amount at risk* divided by \$1,000. The maximum cost of insurance rates are determined by the gender, *issue age*, duration and rate class of each *insured*, as shown on the policy schedule.

SPECIFIED AMOUNT CHARGE. The maximum monthly specified amount charge is shown on the policy schedule.

INTEREST RATE. The guaranteed interest rate to be applied in the *account value* calculation is shown on the policy schedule. An interest rate exceeding the guaranteed rate may be used at *our* option. We will credit the guaranteed interest rate to the portion of the *account value* which is loaned.

POLICY COST FACTORS. We may change the interest rate, subject to the guaranteed interest rate shown on the policy schedule. We may change the cost of insurance rates, monthly administrative charges, monthly specified amount charges, and premium charge, subject to the maximum rates and charges shown on the policy schedule. We will determine actual rates and charges based on *our* future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any changes will be determined according to the procedures and standards on file with *your* State Insurance Department. Any change we make will be on a uniform basis for *insureds* of the same *issue age*, gender, rate class, *specified amount*, and the length of time coverages have been in force.

KEEPING THE POLICY IN FORCE

GRACE PERIOD. On any *monthly date* when the *cash surrender value* is less than the *monthly deduction* for the next policy month, *you* will have a 61-day grace period to make a premium payment to continue this policy. The minimum premium to continue this policy will be no more than an amount which results in a *cash surrender value* on the date the grace period begins equal to the current *monthly deduction* plus the next two *monthly deductions*. We will mail notice of this minimum premium to *your* last known address and to any assignee of record at the start of the 61-day grace period, at least 30 days and no more than 60 days prior to the end of the grace period.

Insurance coverage under this policy and any benefits provided by any rider(s) will be continued through the grace period. If the *second death* occurs during the grace period, we will pay the death benefit proceeds. If the premium is not paid within the grace period, all insurance stops and this policy terminates with no *cash surrender value*. Even if *you* pay *planned periodic premiums*, *your* policy could lapse if the *cash surrender value* is not enough to pay the *monthly deductions*.

MINIMUM NO-LAPSE PERIOD. During the minimum no-lapse period, we guarantee this policy will remain in force and the grace period will not begin if the sum of the premiums paid to date, minus the sum of partial withdrawals taken and *policy debt*, equals or exceeds the sum of the *monthly minimum no-lapse premiums* from the *policy date* to the most recent *monthly date*. The *minimum no-lapse premium* and the minimum no-lapse period are shown on the policy schedule.

REINSTATEMENT. Within five years after *your* policy terminates, *you* may put this policy back in force by *written notice* to us if:

- (1) only one *insured* is alive when *you* request reinstatement, the *first death* must have occurred prior to the end of the grace period;
- (2) the surviving *insureds* provide us with evidence of insurability;
- (3) the *attained age* of each surviving *insured* on the date of reinstatement does not exceed the maximum *attained age* for reinstatement as shown on the policy schedule;
- (4) at least one *insured* is alive on the date of reinstatement; and
- (5) this policy has not been surrendered for its *cash surrender value*.

The minimum premium *you* must pay to reinstate *your* policy is $(a + b + c - d)$ divided by (e) where:

- (a) is the sum of all due and unpaid *monthly deductions* during the grace period;
- (b) is the sum of *monthly deductions* for three months from the date of reinstatement;
- (c) is the *surrender charge* on the date of reinstatement;
- (d) is the *account value* at the beginning of the grace period; and
- (e) is one minus the premium charge.

The *account value* on the date of reinstatement will equal:

- (1) the *net premium* paid to reinstate this policy; plus
- (2) the *account value* at the beginning of the grace period; minus
- (3) the sum of the due and unpaid *monthly deductions* during the grace period.

You must repay or reinstate any *policy debt* that existed at the beginning of the grace period. *Surrender charges* will be based on the original *policy date* as if this policy had never terminated.

GENERAL PROVISIONS

ENTIRE CONTRACT. This policy is a legal contract that *you* have entered into with *us*. The entire contract consists of:

- (1) this policy;
- (2) any riders;
- (3) any endorsements;
- (4) the attached copy of the application, and any amendments or supplemental applications; and
- (5) the applicable policy schedule(s).

Any change in the contract must be written and signed by *our* President, or a Vice President, or the Secretary, or the Assistant Secretary. No one else is authorized to bind *us*.

Statements made in the application for issuance or reinstatement, in the absence of fraud, are representations and not warranties. No such statements will be used in defense of a claim under this policy unless contained in a written application and unless a copy of such statement is part of this policy.

NONPARTICIPATING POLICY. This policy is nonparticipating. No dividends will be paid under this policy.

RELIANCE. *We* have issued this policy based on the answers in the application and supplemental applications. *We* have assumed all such answers to be true and complete. If any are not, *we* may, subject to the Incontestability provision, have the right to void this policy and send back all premiums paid, minus *policy debt* and any partial withdrawals.

INCONTESTABILITY. *We* will not contest this policy, in the absence of fraud, after it has been in force during the lifetime of at least one of the *insureds* for two years from the *issue date*. *We* must be notified of the *first death* if it occurred during the first two years the policy is in force. If either *insured's* death occurs due to a contestable reason, *we* will be liable only for the amount of premiums paid minus *policy debt* and any partial withdrawals, and the policy will be rescinded as of the *issue date*. If this policy is reinstated, the incontestable period will start over again beginning on the reinstatement date, but only for statements made in the application for reinstatement. Riders to this policy may have separate incontestability provisions.

SUICIDE. For the first two full years from the *issue date*, *we* will not pay the death benefit if either *insured* commits suicide (while sane or insane). *We* will terminate this policy and give back the premiums paid, minus *policy debt* and any partial withdrawals. Riders to this policy may have separate suicide provisions.

POLICY CHANGES. *You* may request to change *your specified amount*, death benefit option or riders by sending *us* *written notice*. Whenever one of these changes is made, *we* will send *you* a revised policy schedule that will show the updated coverage and any new charges.

ANNUAL REPORT. At least once a year *we* will send *you* an annual report showing the current *account value*, *cash surrender value*, amount of interest credited, premiums paid, partial withdrawals, loan activity, expense charges and cost of insurance charges since the prior report. Any other information required by *your* State Insurance Department will also be included in the annual report.

ILLUSTRATIVE REPORT. *You may request a projection of illustrative future benefits and values at any time. We may make a reasonable charge to provide this information.*

TERMINATION. This policy will terminate and all insurance will stop:

- (1) on the date *we* receive *your written notice*; or
- (2) when a required premium is not received before the end of the grace period; or
- (3) upon the *second death*.

CONFORMITY WITH LAWS. This policy is subject to the laws of the state where the application is signed.

MISSTATEMENT OF AGE OR GENDER. If the age or gender of either *insured* has been misstated on the application, an adjustment will be made to reflect the correct age and gender as follows:

- (1) If the misstatement is discovered at the *second death*, the death benefit amount will be adjusted based on what the cost of insurance rate as of the most recent *monthly date* would have purchased at the correct age and gender for each *insured*.
- (2) If the misstatement is discovered while either *insured* is living, the *cash surrender value* will be adjusted from the *policy date* to reflect the expense charges and cost of insurance rates based on the correct age and gender for each *insured*.

ASSIGNMENT. *You may assign this policy by giving written notice. We will not be responsible for the validity of an assignment. We will not be liable for any payments we make or actions we take before we receive written notice of an assignment. An assignment is subject to any policy debt.*

COMPUTATIONS. Minimum *account values* are based on maximum cost of insurance rates, maximum expense charges and guaranteed interest rate shown on the policy schedule. All interest rates shown on the policy schedule are annual effective rates unless otherwise stated.

Cash surrender values will not be less than the minimum required by the laws of the state where this policy is signed. If required, *we* have filed a detailed statement about these computations with *your* State Insurance Department.

Flexible Premium Survivorship Universal Life Insurance Policy
Nonparticipating

Acacia Life Insurance Company

ESTATE PROTECTION RIDER

PAYMENT OF INSURANCE. *We* will pay the benefit amount under this rider as soon as *we* receive satisfactory proof that both *insureds* died while this rider was in force, and other proof that *we* may require in order to investigate the claim. The benefit will be paid to the designated beneficiary, if any; otherwise to:

- (1) *you*, if living; otherwise to
- (2) *your* estate.

MISSTATEMENT OF AGE OR GENDER. If the age or gender of either *insured* has been misstated, *we* will make the following adjustments:

- (1) If the misstatement is discovered at the *second death*, the benefit amount will be adjusted based on what the rider charge as of the most recent *monthly date* would have purchased at the correct age and gender for each *insured*.
- (2) If the misstatement is discovered while either *insured* is living, the *cash surrender value* will be adjusted from the rider effective date to reflect the rider charges based on the correct age and gender for each *insured*.

INCONTESTABILITY. In the absence of fraud, *we* will not contest this rider after it has been in force during the lifetime of at least one of the *insureds* for two years from the rider effective date. *We* must be notified of the *first death* if it occurs during the first two years the rider is in force. If *we* contest the death of either *insured*, *our* total liability will be to return the monthly rider charges, and the rider will be rescinded as of the rider effective date. If this rider is reinstated, the incontestable period will start over again beginning on the reinstatement date, but only for statements made in the application for reinstatement.

SUICIDE. If either *insured* commits suicide (while sane or insane) within two years after the rider effective date, *our* total liability will be to return the monthly rider charges.

TERMINATION. This rider will terminate:

- (1) when the policy terminates; or
- (2) on the first *monthly date* after *you* give *us* written notice; or
- (3) on the expiry date shown on the policy schedule.

REINSTATEMENT. *You* may put this rider back in force by *written notice* to *us* if:

- (1) the policy is in force;
- (2) each *insured* provides *us* with evidence of insurability prior to the rider expiry date; and
- (3) enough premium is paid to keep this rider in force for three months.

CONTRACT. This rider is made a part of the policy and is based on the application.

MONTHLY COST OF BENEFIT. *We* will deduct the monthly cost for this rider until it terminates.

RIDER SPECIFICATIONS. The effective date, expiry date, benefit amount and monthly costs for this rider are shown on the policy schedule.

ACACIA LIFE INSURANCE COMPANY

Robert J. ...
SPECIMEN

Secretary

Shirley H. ...
SPECIMEN

President

Acacia Life Insurance Company

POLICY SPLIT RIDER

BENEFIT. If certain conditions are met, *you* may exchange this policy for two new individual policies, without evidence of insurability, on the lives of each of the *insureds*.

CONDITIONS. In order for *you* to exercise the option to split the policy, the following conditions must be met:

- (1) Both *insureds* named in the policy must be alive.
- (2) This policy and this rider must be in force.
- (3) The rate class of each *insured* under this policy must be in a rate class permitted for issue under *our* underwriting rules for single life policies in effect on the date of the exchange.
- (4) The *owner(s)* of each new policy must have an insurable interest in the life of the *insured* for that new policy.
- (5) Both *insureds*, any assignee and any irrevocable beneficiary must consent in writing to the exchange.
- (6) One of the following events has occurred:
 - (a) the *insureds'* marriage is dissolved by a final divorce or annulment decree in effect for not less than six months and not more than one year;
 - (b) the federal estate tax law is amended to repeal the unlimited marital deduction provision; or
 - (c) the maximum federal estate tax rate is permanently reduced to 25% or less.
 - (d) An exchange under (b) or (c) must be made within six months of the later of the effective date and the enactment date of the change in the federal estate tax law.

TERMS OF NEW POLICIES. The following will apply to the new policies:

- (1) The *specified amount* of each new policy will be one half of the *specified amount* of insurance of this policy.
- (2) One half of the *account value* of the policy will be transferred to each new policy.
- (3) One half of any *policy debt* will be transferred to each new policy.
- (4) *We* will waive any *surrender charges* on this policy. If the *owner* of either of the new policies exercises the free look privilege of the new policy, *we* will charge one half of the surrender charges of this policy to that *owner*.
- (5) The *policy date* of each new policy will be the first *monthly date* after *you* give *us* written notice.
- (6) Each new policy may be any permanent plan issued by *us* on the *policy date* of the new policy.
- (7) Each *insured* will be in the same rate class as in the original policy, if such rate class exists. If not, the rate class of the new policy will be a similar rate class made available by *us* for this purpose.
- (8) The incontestability and suicide provisions of each new policy will be measured from the *policy date* of this policy.
- (9) The new policies will be subject to any assignment of this policy.
- (10) Insurance under this policy will terminate on the *policy date* of the new policies.
- (11) Any riders which are a part of this policy will terminate when this policy terminates. If available, riders may be added to the new policies only with evidence of insurability and *our* consent.

TERMINATION. This rider will terminate:

- (1) when the policy terminates; or
- (2) on the first *monthly date* after *you* give *us* written notice to terminate the rider or exercise the option under the rider; or
- (3) upon the death of either *insured*; or
- (4) on the expiry date shown on the policy schedule.

CONTRACT. This rider is made a part of the policy and is based on the application.

MONTHLY COST OF BENEFIT. We will deduct the monthly cost for this rider until it terminates.

ACACIA LIFE INSURANCE COMPANY

~~SPECIMEN~~
Robert J. ...

Secretary

~~SPECIMEN~~
... ..

President

Acacia Life Insurance Company

P.O. Box 81889, Lincoln, NE 68501

800-745-1112 Fax 402-467-7335

(Client Service Department)

1. Universal Life :

- a) Specified Amount (base only):\$ _____
Plan of Insurance: _____
- b) Death Benefit Option:
 - Option A (Specified Amount)
 - Option B (Specified Amount plus Account Value)
 - Option C (Return of Premium)
- c) Life Insurance Qualification Test:
 - GPT (Guideline Premium Test)
 - CVAT (Cash Value Accumulation Test)
- d) Planned Periodic Premium (modal):\$ _____
Additional First-Year Premium (lump-sum deposits):\$ _____
- e) Single Life Supplementary Benefits:
 - Accelerated Benefits Rider (include Disclosure Statement)
 - Accidental Death Benefit Rider:\$ _____
 - Accounting Benefit Rider:\$ _____
 - Children's Insurance Rider: \$ _____
 - Guaranteed Insurability Rider: \$ _____
 - Scheduled Increase Rider: _____ %
 - Supplemental Coverage Rider: \$ _____
 - Term Insurance Rider: \$ _____
 - Total Disability Benefits Rider: \$ _____
 - Waiver of Monthly Deductions Rider
 - Other: _____
- f) Survivorship Supplementary Benefits:
 - Estate Protection Rider
 - Policy Split Rider
 - Term Insurance Rider (Insured One)
 - To Age: _____ Amount: \$ _____
 - Term Insurance Rider (Insured Two)
 - To Age: _____ Amount: \$ _____
 - Total Disability Benefit Rider: (Insured One)
Amount: \$ _____
 - Total Disability Benefit Rider: (Insured Two)
Amount: \$ _____
 - Waiver of Monthly Deduction Rider (Insured One)
 - Waiver of Monthly Deduction Rider (Insured Two)
 - Other: _____

2. Premium:

- a) Send Premium Notices to: Residence Business
 Owner Other: (Specify relationship and address.) _____
 Insured _____
- b) Premium Frequency: _____
 - Annual Electronic Fund Transfer (complete EFT form)
 - Semi-Annual Salary Allotment
 - Quarterly Other: _____
- c) Has any premium been given in connection with this application?
 Yes No (If "Yes," state amount paid for which conditional receipt has been given; the terms of which are hereby agreed to.)
Amount: \$ _____
- d) Association Discount:
 Yes No (If "Yes," provide IPN.)
Association IPN: _____

SERFF Tracking Number: UNNC-126097402 State: Arkansas
 Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
 Company Tracking Number: 7005
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 7005 Survivorship Universal Life Policy
 Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Universal Readability Cert.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

The application will include the following pages which were all approved by your state on 12/17/07:
 UN 2550 PI-A, UN 2550 PI-B, UN 2550 FI, UN 2550 LQ, UN 2550 HQ, and UN 2550 AG.

Item Status: **Status Date:**

Bypassed - Item: Outline of Coverage

Bypass Reason: Not Applicable

Comments:

Item Status: **Status Date:**

Satisfied - Item: Certifications

Comments:

Attachments:

AR Certification - Reg 19.pdf

AR Certification -Reg 49.pdf

AR Certification - Reg 6.pdf

AR Certification - Reg 34.pdf

SERFF Tracking Number: UNNC-126097402 State: Arkansas
Filing Company: Acacia Life Insurance Company State Tracking Number: 42413
Company Tracking Number: 7005
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 7005 Survivorship Universal Life Policy
Project Name/Number: 7005 Survivorship Universal Life Policy/7005 Survivorship Universal Life Policy

Item Status:

**Status
Date:**

Satisfied - Item: Notices

Comments:

1683 AR is our Guaranty Association Notice.

1684 AR ACLIC is our Complaint Notice.

Attachments:

1683 AR-Gty Notice.pdf

1684 AR aclic.pdf

READABILITY CERTIFICATION

I, Robert G. Lange, an officer of Acacia Life Insurance Company, hereby certify that the following form(s) has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test and that this (these) form(s) meet(s) the reading ease requirements of the laws and regulations of your state.

<u>Form</u>	<u>Description</u>	<u>Readability Score</u>
7005	Survivorship Universal Life Policy	53
KEPR02	Estate Protection Rider	51
KPSR01	Policy Split Rider	55
UN 2550-2 LIFE AC	Application/Universal Life Policy Details	60*

* When taken with all UN 2550 forms for Acacia Life, this page reaches a flesch readability score of 60.



Robert G. Lange, Vice President, General Counsel & Assistant Secretary
Ameritas Life Insurance Corp.

May 13, 2009
Date

CERTIFICATION

Arkansas

We hereby certify that we have reviewed Rule and Regulation 19 and that Acacia Life Insurance Company meets the provisions of said Rule and Regulation, as well as all applicable requirements of your Department regarding Unfair Sex Discrimination in the Sale of Insurance.

A handwritten signature in black ink that reads "Robert G. Lange". The signature is written in a cursive style with a large initial 'R' and 'L'.

Robert G. Lange
Vice President, General Counsel & Asst. Secretary

April 17, 2009
Date

CERTIFICATION
Arkansas

We hereby certify that we have reviewed Arkansas Rule and Regulation 49 and that Acacia Life Insurance Company is in compliance regarding Life and Health Insurance Guaranty Association Notices.

We also certify that we have reviewed ACA 23-79-138 regarding the use of Complaint Notices and assure that Acacia Life Insurance Company is in compliance.

A handwritten signature in black ink that reads "Robert G. Lange". The signature is written in a cursive style with a large initial 'R' and 'L'.

Robert G. Lange
Vice President, General Counsel & Asst. Secretary

April 15, 2009
Date

CERTIFICATION
Arkansas

We hereby certify that we have reviewed Regulation 6 and that Acacia Life Insurance Company is in compliance.



Robert G. Lange
Vice President, General Counsel and Assistant Secretary
of Ameritas Life Insurance Company

05/11/09
Date

Reg. Section 6 DI: Method of Disclosure of Required Information

All information required to be disclosed by this rule shall be set out conspicuously and in close conjunction with the statements to which such information relates or under appropriate captions of such prominence that it shall not be minimized, rendered obscure or presented in an ambiguous fashion or intermingled with the context of the advertisements so as to be confusing or misleading.

Reg. Section 6 Life: Valuation

The minimum valuation standard for universal life insurance policies shall be the Commissioners Reserve Valuation Method

CERTIFICATION
Arkansas

I, Dave Morris, hereby certify that I have reviewed Rule and Regulation 34 and that Acacia Life Insurance Company meets the provisions of said Rule and Regulation. I also certify that this product is in compliance with Bulletin 11-83.

Company: Acacia Life Insurance Company



Actuary:

Signature

David W. Morris, ASA, MAAA

Print Name

Relationship to Company: Second Vice President and Associate Actuary of Union Central Life Insurance Company, an Affiliate of Acacia Life Insurance Company

05/11/2009

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

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

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

The state law that provides for this safety-net 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.

COVERAGE

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

EXCLUSIONS FROM COVERAGE

However, persons owning 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 or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- * Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- * Any policy of reinsurance (unless an assumption certificate was issued);
- * Interest rate yields that exceed an average rate;
- * Dividends and voting rights and experience rating credits;
- * Credits given in connection with the administration of a policy by a group contract holder;
- * Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- * Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- * Unallocated annuity contracts issued to/in connection with 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 State or Federal law;
- * Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- * Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

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

IMPORTANT INFORMATION TO POLICYHOLDERS

For information concerning your policy, contact your agent or the company as follows:

Acacia Life Insurance Company
Administrative Office
P.O. Box 81889
Lincoln, Nebraska 68501-1889
1-800-745-1112

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Arkansas Insurance Department at:

Consumer Services Division
Arkansas Insurance Department
1200 W. Third Street
Little Rock, AR 72201-1904
1-800-852-5494

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Department of Insurance, have your policy number available.