

SERFF Tracking Number: MCHX-126188848 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 42654
 Company Tracking Number: IPUL 6 100 (ED. 05-0)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: IPUL 6 100 (Ed. 05-09) Individual Universal Life P
 Project Name/Number: IPUL 6 100 (Ed. 05-09) Individual Universal Life Policy - Harleysville Life Ins Co/IPUL 6 100 (Ed. 05-09) Individual Universal
 Life Policy - Harleysville Life Ins Co

Filing at a Glance

Company: Harleysville Life Insurance Company

Product Name: IPUL 6 100 (Ed. 05-09) SERFF Tr Num: MCHX-126188848 State: Arkansas

Individual Universal Life P

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 42654

Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: IPUL 6 100 (ED. 05-0) State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: SPI McHughConsulting Disposition Date: 06/16/2009

Date Submitted: 06/12/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: 07/13/2009

Implementation Date:

State Filing Description:

General Information

Project Name: IPUL 6 100 (Ed. 05-09) Individual Universal Life Policy - Status of Filing in Domicile: Not Filed

Harleysville Life Ins Co

Project Number: IPUL 6 100 (Ed. 05-09) Individual Universal Life Policy Date Approved in Domicile:

- Harleysville Life Ins Co

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: 06/16/2009

Explanation for Other Group Market Type:

State Status Changed: 06/16/2009

Deemer Date:

Created By: SPI McHughConsulting

Submitted By: SPI McHughConsulting

Corresponding Filing Tracking Number:

Filing Description:

HARLEYSVILLE LIFE INSURANCE COMPANY

NAIC # 64327, FEIN # 23-1580983

Individual Universal Life Filing

SERFF Tracking Number: MCHX-126188848 State: Arkansas
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IPUL 6 100 (Ed. 05-09) - Flexible Premium Adjustable Life Insurance Policy

IR-011 (Ed. 05-09) - No-Lapse Guarantee Catch-Up Rider

IR-012 (Ed. 05-09) - Primary Insured Rider

IR-013 (Ed. 05-09) - Other Insured Rider

IR-014 (Ed. 05-09) - Cost of Living Rider

IR-015 (Ed. 05-09) - Children's Term Insurance Benefit Rider

Actuarial Memorandum

McHugh Consulting Resources, Inc. has been requested to file the attached forms on behalf of Harleysville Life Insurance Company. We respectfully attach an authorization letter for your files.

We are attaching the above-captioned filing for your review and approval for Harleysville Life Insurance Company. These forms are new and are not intended to replace any existing forms currently on file with your Department. The forms are in final printed form subject only to changes in font style, margins, page numbers, positioning and format. For example, formatting may change slightly when the document is assembled through an automated document assembly system. Printing standards will not be lower than those required under your law.

Policy Form IPUL 6 100 (Ed. 05-09) is a flexible premium adjustable life insurance policy. This policy is substantially similar to Form IPUL 5 100 (Ed. 08-08) previously approved by your Department on 11/18/2008. The only differences are:

- " this new policy has lower cash values;
- " a new rate class has been added called Alternative Tobacco;
- " revised expense charges;
- " the surrender charge period has been extended from 12 to 19 years; and
- " addition of the No-Lapse Guarantee Catch-Up Rider referenced on Page 8.

Please refer to the Actuarial Memorandum for details on the above information.

This is an illustrated product and will be marketed through Harleysville's current distribution system of independent agents.

Application Form LFOA-115 (Ed. 05-04) will be used in conjunction with this product and has been previously approved by your Department on 7/9/2004.

No-Lapse Guarantee Catch-Up Rider, Form IR-011 (Ed. 05-09), describes the conditions under which the Owner may reinstate the No-Lapse Guarantee Benefit if it has lapsed.

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Primary Insured Rider, Form IR-012 (Ed. 05-09), if purchased, will provide level term insurance on the Primary Insured and will be paid in addition to any other amount payable at the Primary Insured's death. This rider is identical to Form LFEA-159 (Ed. 05-04), previously approved by your Department on 8/18/2004. The only difference is in the formatting of the rider - no wording was changed.

Other Insured Rider, Form IR-013 (Ed. 05-09), if purchased, will provide level term insurance on any Other Insured as specified in the application and be paid at the Other Insured's death. This rider is identical to Form LFEA-157 (Ed. 05-04), previously approved by your Department on 8/18/2004. The only difference is in the formatting of the rider - no wording was changed.

Cost of Living Rider, Form IR-014 (Ed. 05-09), is an automatic benefit. There is no cost for this rider or any administrative processing fee. The Specified Amount for the Insured will increase automatically. Increases will be based upon increases in the Consumer Price Index for all Urban Consumers (CPI). This rider also automatically increases any Other Insured Rider amount included under the policy. This rider is substantially similar to Form LFEA-155 (Ed. 05-04), previously approved by your Department on 8/18/2004. The only difference is that the policy benefit increase calculation has been clarified for the insured's benefit.

Children's Term Insurance Benefit Rider, Form IR-015 (Ed. 05-09), if purchased, will provide level term insurance on the life of each child of the insured covered by the policy. This rider is substantially similar to Form LFEA-156 (Ed. 05-04) previously approved by your Department on 8/18/2004. The only differences are: the minimum issue age has been changed from Age 0 to Age 15 days, the maximum benefit has been changed from \$10,000 to \$20,000 and the premium is now based on dollar amount instead of the number of units.

All of the above riders are being filed for general use with any approved universal life insurance product that Harleysville Life currently offers or may offer in the future.

The other previously approved Riders available with this product are listed on the Policy Schedule Page 3[A].

This filing is being submitted concurrently to Harleysville's domicile state of Pennsylvania.

Attached are any required certifications, transmittal forms and/or filing fees.

We trust the attached is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if we may provide any additional information, please do not hesitate to contact the undersigned. Thank you for your consideration in this matter.

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Company and Contact

Filing Contact Information

Jackie Tootchen, Compliance Assistant mcr@mchughconsulting.com
 McHugh Consulting Resources 215-230-7960 [Phone]
 350 South Main Street Suite 103 215-230-7961 [FAX]
 Doylestown, PA 18901

Filing Company Information

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

Harleysville Life Insurance Company CoCode: 64327 State of Domicile: Pennsylvania
 355 Maple Avenue Group Code: 253 Company Type: Life
 Harleysville, PA 19438 Group Name: State ID Number:
 (215) 393-6118 ext. [Phone] FEIN Number: 23-1580983

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Life Insurance Company	\$50.00	06/12/2009	28551992

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/16/2009	06/16/2009

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	06/16/2009	06/16/2009	SPI McHughConsulting	06/16/2009	06/16/2009

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Disposition

Disposition Date: 06/16/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	06.11.09 Submission Letter		Yes
Supporting Document	Authorization Letter, Forms Listing		Yes
Supporting Document	Actuarial Memorandum - IPUL 6 100 (Ed. 05-09)		No
Supporting Document	Actuarial Memorandum - Other Insured Rider		No
Supporting Document	Actuarial Memorandum - Primary Insured Rider		No
Supporting Document	Flesch Certification		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	No-Lapse Guarantee Catch-Up Rider		Yes
Form	Primary Insured Rider		Yes
Form	Other Insured Rider		Yes
Form	Cost of Living Rider		Yes
Form	Children's Term Insurance Benefit Rider		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/16/2009
Submitted Date 06/16/2009
Respond By Date 07/16/2009

Dear Jackie Tootchen,

This will acknowledge receipt of the captioned filing.

Objection 1

- Flesch Certification (Supporting Document)

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/16/2009
Submitted Date 06/16/2009

Dear Linda Bird,

Comments:

Please see response below.

Response 1

Comments: Dear Linda Bird,

Thank you for taking the time to speak with me today, June 16, 2009, regarding the referenced filing. The Regulation 34 Actuarial Certification was submitted in the initial submission on June 12, 2009. If you would like me to forward a second copy please let me know.

Related Objection 1

Applies To:

- Flesch Certification (Supporting Document)

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

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Thank you for your continued assistance with this filing.

Sincerely,
SPI McHughConsulting

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Form Schedule

Lead Form Number: IPUL 6 100 (Ed. 05-09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IPUL 6 100 (Ed. 05-09)	Policy/Cont ract/al Insurance Certificate	Flexible Premium Adjustable Life Insurance Policy	Initial		59.000	IPUL 6 100 (Ed_ 05-09).PDF
	IR-011 (Ed. 05-09)	Policy/Cont ract/al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	No-Lapse Guarantee Catch-Up Rider	Initial		61.000	IR-011 (Ed_ 05-09).PDF
	IR-012 (Ed. 05-09)	Policy/Cont ract/al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Primary Insured Rider	Initial		54.000	IR-012 (Ed_ 05-09).PDF
	IR-013 (Ed. 05-09)	Policy/Cont ract/al Certificate: Amendmen t, Insert Page,	Other Insured Rider	Initial		56.000	IR-013 (Ed_ 05-09).PDF

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Endorseme
 nt or Rider

IR-014 (Ed. 05-09)	Policy/Cont Cost of Living Rider ract/Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	60.000	IR-014 (Ed_05-09).PDF
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IR-015 (Ed. 05-09)	Policy/Cont Children's Term ract/Fraternal Insurance Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	56.000	IR-015 (Ed_05-09).PDF
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Harleysville Life Insurance Company
[355 Maple Avenue – Harleysville, PA 19438-2297
Tel 800.222.1981 – www.harleysvillelife.com]

Thank you for choosing Harleysville Life Insurance Company.
For Inquiries, Information and Resolution of Complaints, please call: [1-800-222-1981]

We will pay the Death Benefit proceeds to the Beneficiary if the Insured dies prior to the Maturity Date and while this Policy is in force. Payment will be made after We receive proof of the Insured’s death. All payments are governed by the provisions of this Policy.

We will pay the Net Cash Value of this Policy, if any, to the Owner on the Maturity Date if the Insured is living on that date.

TWENTY DAY RIGHT TO EXAMINE POLICY

We urge You to examine this Policy closely. If, for any reason within twenty days after receiving this Policy, You are not satisfied, You may return it to Us. Return of the Policy will void the Policy from the beginning. We will refund to You any premium paid.

We issue this Policy in consideration of the attached application and the payment of the first premium. The first premium must be paid on or before delivery of the Policy.

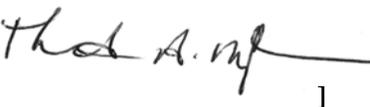
Your Policy is nonparticipating, and therefore, we will not pay dividends on Your Policy from Our surplus or profits. Any adjustments in the Cost of Insurance Charge or interest rates are determined and redetermined prospectively only. We will not recoup prior losses by means of such adjustment.

All provisions included in this and the following pages are part of the Policy.

We have signed this Policy at the Home Office, Harleysville, Pennsylvania on the Date of Issue.

[]

[Robert A. Kauffman]
Director and Secretary

[]

[Theodore A. Majewski]
President and Chief Operating Officer

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Death Benefit payable at death prior to the Maturity Date.

Adjustable Death Benefit.

Flexible premium payable during the lifetime of the Insured until Maturity Date.

The Policy Schedule, Premiums, and the Premium Class are shown on page 3.

NONPARTICIPATING (No Dividends Payable)

READ YOUR POLICY CAREFULLY

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Followed by any Endorsements and additional Benefit Riders.
This is a legal Contract between You and Us.

POLICY SCHEDULE

POLICY BENEFITS

	Amount	Monthly Cost of Insurance Rate	# Years Payable
Flexible Premium Adjustable Life	[100,000]	See Page 3[D]	[85]
Death Benefit Option [1]			

PREMIUM AMOUNTS

Initial Premium -	[\$645.96]		
Planned Periodic Premium -	[\$645.96]		
Planned Payment Interval- [Annual]		Premium Payment Period To:	[5/15/2094]

NO-LAPSE GUARANTEES

No-Lapse Guarantee Minimum Monthly Premium -	[\$53.83]	
No-Lapse Guarantee Minimum Monthly Premium Expiration Date-		[5/15/2094]
No-Lapse Guarantee Period- [85] Years		

As long as the No-Lapse Guarantee Minimum Monthly Premium requirements are met, this premium guarantees that the Policy will not terminate prior to the Expiration Date shown above. See the No-Lapse Guarantee Provision on Page [8].

RIDERS AND EXCLUSIONS - See Page 3[A]

Assuming that you have paid the cumulative No-Lapse Minimum Premium through the Minimum Monthly Premium Expiration Date, the additional amount required to be paid at the end of the No-Lapse Guarantee Period to keep the Policy from entering the Grace Period is \$[0]. This amount assumes continuation of the Specified Amount, payment of the No-Lapse Guarantee Minimum Monthly Premium and no Policy Loans or Partial Surrenders.

The Initial and Planned Periodic Premiums are not sufficient to provide for benefits beyond policy year [85] month [N/A] unless interest credited or Cost of Insurance Rates assessed are more favorable than those guaranteed in the policy.

*****DISCLOSURE STATEMENT*****

IT IS POSSIBLE THAT COVERAGE WILL EXPIRE PRIOR TO THE MATURITY DATE OF THE CONTRACT WHERE EITHER NO PREMIUMS ARE PAID OR PREMIUMS ARE NOT SUFFICIENT TO CONTINUE COVERAGE TO THE MATURITY DATE. THERE MAY BE LITTLE OR NO CASH VALUE TO BE PAID ON THE MATURITY DATE.

Policy Number - [MPNS99]	Specified Amount - [\$100,000]
Date of Issue- [5/15/2009]	Minimum Specified Amount - [\$25,000]
Maturity Date- [5/15/2094]	Monthly Date - [15]
Effective Date of Schedule- [5/15/2009]	
Insured- [John Doe]	
Insured Rate Class- [Preferred Non-Tobacco]	Issue Age - [35]
	Sex - [M]

Owner - [John Doe]

Beneficiary - as stated in the application for this Policy unless changed in accordance with Policy Provisions.

POLICY NUMBER: [MPNS99]
IPUL 6 100 (Ed. 05-09)

EFFECTIVE DATE OF SCHEDULE: [5/15/2009]
PAGE 3

POLICY SCHEDULE (CONTINUED)

RIDERS AND EXCLUSIONS:

	Amount	Monthly Cost of Insurance Charge	# Years Payable
Accelerated Living Benefit	See Rider	None	[85]
Preferred Loan	See Rider	None	[85]
[Primary Insured]	[\$XX,XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit]	[\$X,XXX,XXX]	See page 3[X]	[XX]
[Children's Level Term Insurance Benefit]	[\$XX,XXX]	[\$XX.XX]	[XX]
[Cost of Living]	See Rider	See page 3[X]	[XX]
[Total Disability Premium Payment]	[\$X,XXX]	See page 3[X]	[XX]
[Waiver of Monthly Deduction]	See Rider	See page 3[X]	[XX]
[Scheduled Increase Option]	[\$XX,XXX]	[\$XXX.XX]	[XX]
[Aviation Exclusion]	None	None	
[Other Insured-1]	[\$XX,XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit-Other Insured-1]	[\$XXX,XXX]	See page 3[X]	[XX]
[Aviation Exclusion-Other Insured-1]	None	None	
[Other Insured-2]	[\$XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit-Other Insured-2]	[\$XXX,XXX]	See page 3[X]	[XX]
[Aviation Exclusion-Other Insured-2]	None	None	
[Other Insured-3]	[\$XX,XXX,XXX]	See page 3[X]	[XXX]
[Accidental Death Benefit-Other Insured-3]	[\$XXX,XXX]	See page 3[X]	[XX]
[Aviation Exclusion-Other Insured-3]	None	None	

EXPENSE CHARGES

Percentage of Premium Expense Charge - [4.00%] of premiums paid all years

Monthly Per Policy Expense Charge -[\$10.00] per month for year 1; [\$6.00] per month for all remaining years

Monthly Per Unit Expense Charge - [\$0.1667] per month for every \$1,000.00 of Specified Amount for year 1 only

SURRENDER CHARGE FOR INITIAL SPECIFIED AMOUNT

Policy Year	Charge						
1	[2,290.00]	6	[1,687.00]	11	[1,084.00]	16	[482.00]
2	2,169.00	7	1,566.00	12	964.00	17	361.00
3	2,048.00	8	1,446.00	13	843.00	18	241.00
4	1,928.00	9	1,325.00	14	723.00	19	120.00]
5	1,807.00]	10	1,205.00]	15	602.00]		

The Partial Surrender Amount cannot be less than [\$500.00] and cannot reduce the Net Cash Value below [\$1,000.00].

Partial Surrender Fee - [\$25.00]

Projection Report Administration Fee - [\$25.00]

Administration Fee for Accelerated Living Benefit - [\$0.00]

POLICY VALUES AND INTEREST RATES

Guaranteed Interest Rate - annual rate compounded daily for an effective rate of 3.00%

Monthly Interest Rate Factor - 0.2466270%

The Monthly Interest Rate Factor is used in calculating the Cost of Insurance Charge as described on page [9] of the Policy.

Maximum Loan Interest Rate charged on Loan Amount - 6.00% in arrears

Interest Rate on Death Benefits - [3.00%]

Maximum No-Lapse Guarantee Catch-Up Interest Rate - 6.00%

BASIS OF CALCULATIONS

Minimum Cash Values, Surrender Values, and reserves for the Policy are based on the 2001 Commissioners' Standard

Ordinary Mortality Table, tobacco and non-tobacco, Age Last Birthday, and interest at 3.00% compounded annually.

Values are the same or greater than the minimum set by the laws where the application was signed. Where required,

We have filed a detailed statement about this with the state insurance department. It shows the figures and methods used.

POLICY NUMBER [MPNS99]
IPUL 6 100 (Ed. 05-09)

EFFECTIVE DATE OF SCHEDULE:

[5/15/2009]
PAGE 3[A]

POLICY SCHEDULE (CONTINUED)
SETTLEMENT OPTION TABLE
Per \$1,000 of Proceeds Settled

Option 1 - Interest Only

Minimum Interest Rate 2.00%

Option 2 - Income for Specified Period

Years	Payment	Years	Payment
5	[17.34	18	[5.61
6	14.59	19	5.36
7	12.63	20	5.14
8	11.18	21	4.94
9	10.06	22	4.76
10	9.18	23	4.60
11	8.44	24	4.45
12	7.82	25	4.31
13	7.31	26	4.18
14	6.87	27	4.06
15	6.49	28	3.95
16	6.17	29	3.85
17	5.88]	30	3.76]

Option 3 - Life Income*

Life Income with 10 Years Certain

Life Income Only

Age	Male	Female									
50	[3.26	3.03	68	[5.06	4.63	50	[3.28	3.04	68	[5.30	4.74
51	3.32	3.09	69	5.22	4.77	51	3.34	3.10	69	5.49	4.90
52	3.39	3.15	70	5.37	4.92	52	3.41	3.16	70	5.69	5.08
53	3.46	3.21	71	5.53	5.08	53	3.49	3.22	71	5.91	5.27
54	3.53	3.27	72	5.70	5.25	54	3.56	3.29	72	6.14	5.47
55	3.61	3.34	73	5.87	5.42	55	3.64	3.36	73	6.39	5.69
56	3.69	3.41	74	6.04	5.60	56	3.73	3.43	74	6.65	5.93
57	3.78	3.48	75	6.22	5.79	57	3.82	3.51	75	6.93	6.19
58	3.87	3.56	76	6.40	5.98	58	3.92	3.59	76	7.23	6.46
59	3.96	3.64	77	6.59	6.18	59	4.02	3.67	77	7.56	6.76
60	4.06	3.73	78	6.77	6.39	60	4.13	3.76	78	7.90	7.09
61	4.17	3.82	79	6.95	6.59	61	4.24	3.86	79	8.27	7.44
62	4.28	3.92	80	7.13	6.80	62	4.37	3.96	80	8.67	7.81
63	4.39	4.02	81	7.31	7.01	63	4.50	4.07	81	9.09	8.22
64	4.52	4.13	82	7.48	7.21	64	4.64	4.19	82	9.54	8.67
65	4.64	4.24	83	7.65	7.41	65	4.79	4.31	83	10.03	9.15
66	4.78	4.37	84	7.81	7.60	66	4.94	4.45	84	10.55	9.68
67	4.92	4.49]	85	7.97	7.78]	67	5.11	4.59]	85	11.11	10.24]

* Rates for ages not shown are available upon request.

Basis of Settlement Options: Payments under the Option Tables are based on [2.00%] interest and the Annuity 2000 Mortality Table with 10 Years Projected using Projected Scale G.

POLICY NUMBER: [MPNS99]
IPUL 6 100 (Ed. 05-09)

EFFECTIVE DATE OF SCHEDULE: [5/15/2009]
PAGE 3[B]

POLICY SCHEDULE (CONTINUED)

ILLUSTRATION OF GUARANTEED MINIMUM BENEFITS AND VALUES, BASED UPON PLANNED BENEFITS AND PREMIUMS SET FORTH ON PAGES 3 AND 3[A].

END OF POLICY YEAR	AGE	PLANNED PREMIUM	MINIMUM DEATH BENEFIT	MINIMUM CASH VALUE	MINIMUM SURRENDER VALUE
1	[36	[\$645.96	100,000	216	0
2	37	645.96	100,000	652	0
3	38	645.96	100,000	1,103	0
4	39	645.96	100,000	1,570	0
5	40	645.96	100,000	2,065	258
6	41	645.96	100,000	2,578	891
7	42	645.96	100,000	3,111	1,545
8	43	645.96	100,000	3,653	2,207
9	44	645.96	100,000	4,217	2,892
10	45	645.96	100,000	4,792	3,588
11	46	645.96	100,000	5,380	4,297
12	47	645.96	100,000	5,981	5,018
13	48	645.96	100,000	6,609	5,767
14	49	645.96	100,000	7,253	6,531
15	50	645.96	100,000	7,927	7,325
16	51	645.96	100,000	8,621	8,139
17	52	645.96	100,000	9,325	8,964
18	53	645.96	100,000	10,041	9,800
19	54	645.96	100,000	10,759	10,639
20	55]	645.96	100,000	11,468	11,469
	Age [60]	645.96	100,000	0	0
	Age [65]	645.96	100,000	0	0
	Age [70]	645.96	100,000	0	0]

POLICY SCHEDULE (CONTINUED)

**GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATE PER \$1,000
FOR THE INSURED**

AGE	RATE								
35	0.09	55	0.49	75	3.50	95	22.85	115	64.47
36	0.10	56	0.54	76	3.87	96	24.27	116	67.90
37	0.10	57	0.59	77	4.30	97	25.77	117	71.51
38	0.11	58	0.65	78	4.80	98	27.38	118	75.32
39	0.12	59	0.71	79	5.36	99	29.09	119	79.31
40	0.13	60	0.79	80	5.98	100	30.73	120	83.33]
41	0.14	61	0.88	81	6.65	101	32.18		
42	0.15	62	0.99	82	7.37	102	33.73		
43	0.17	63	1.10	83	8.15	103	35.37		
44	0.18	64	1.23	84	9.02	104	37.11		
45	0.20	65	1.35	85	9.99	105	38.93		
46	0.22	66	1.48	86	11.05	106	40.88		
47	0.24	67	1.62	87	12.20	107	42.93		
48	0.25	68	1.76	88	13.42	108	45.12		
49	0.27	69	1.92	89	14.70	109	47.44		
50	0.29	70	2.11	90	15.98	110	49.89		
51	0.31	71	2.33	91	17.24	111	52.49		
52	0.35	72	2.60	92	18.55	112	55.24		
53	0.38	73	2.88	93	19.94	113	58.15		
54	0.43	74	3.18	94	21.40	114	61.22		

POLICY NUMBER: [MPNS99]
IPUL 6 100 (Ed. 05-09)

EFFECTIVE DATE OF SCHEDULE: [5/15/2009]
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**POLICY SCHEDULE (CONTINUED)
DEATH BENEFIT FACTOR TABLE**

Insured's Attained <u>Age</u>	Death Benefit <u>Factor</u>	Insured's Attained <u>Age</u>	Death Benefit <u>Factor</u>
40 & under	2.50	68	1.17
41	2.43	69	1.16
42	2.36	70	1.15
43	2.29	71	1.13
44	2.22	72	1.11
45	2.15	73	1.09
46	2.09	74	1.07
47	2.03	75	1.05
48	1.97	76	1.05
49	1.91	77	1.05
50	1.85	78	1.05
51	1.78	79	1.05
52	1.71	80	1.05
53	1.64	81	1.05
54	1.57	82	1.05
55	1.50	83	1.05
56	1.46	84	1.05
57	1.42	85	1.05
58	1.38	86	1.05
59	1.34	87	1.05
60	1.30	88	1.05
61	1.28	89	1.05
62	1.26	90	1.05
63	1.24	91	1.04
64	1.22	92	1.03
65	1.20	93	1.02
66	1.19	94	1.01
67	1.18	95 & above	1.00

DEFINITIONS

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

AGE - The Insured's Age at the Insured's last birthday.

CERTIFICATE OF POLICY ENDORSEMENT - Is an endorsement issued by Us to You which reflects any changes to Policy benefits and may result in a revised Policy Schedule.

DATE OF ISSUE - The date the Policy is issued. We will use this date to determine the start of the suicide and incontestability periods.

EFFECTIVE DATE OF SCHEDULE - Is the effective date of coverage.

INDEBTEDNESS - The total amount of any unpaid Policy loans plus unpaid Policy loan interest.

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

MATURITY DATE - The Maturity Date is shown on the Policy Schedule. On the Maturity Date, this Policy will be terminated and You will receive the Net Cash Value, if any.

MONTHLY DATE - The same day of each month as the Policy Anniversary.

NOTICE TO US - Information We have received at Our Home Office which is written, signed by You, and is acceptable to Us.

POLICY ANNIVERSARY - The same date each year as the Date of Issue of this Policy.

POLICY SCHEDULE - The specifications for Your Policy and can be found starting on page 3.

PROOF - Evidence satisfactory to Us for insurability or for other matters which require proof.

SPECIFIED AMOUNT - The amount shown in the Policy Schedule and is the amount upon which Death Benefits are calculated. The Minimum Specified Amount is also shown in the Policy Schedule.

WE, OUR, US - Harleysville Life Insurance Company.

YOU, YOUR - The Owner of this Policy. The Owner may or may not be the Insured. The Owner is shown in the application, unless later changed.

GENERAL PROVISIONS

THE CONTRACT - This is Your Policy. The entire Contract consists of: this Policy; any attached riders, endorsements or amendments; the application; and any supplemental applications. All statements contained in the application shall, in the absence of fraud, be deemed representations and not warranties. Any applications for modifications to this Policy, which are based on additional evidence of insurability, shall be attached to this Policy in order to become part of the Contract.

Only Our President, Vice President or Our Secretary may modify this Policy, waive any of its conditions or make an agreement for Us.

INCONTESTABILITY - We will not contest this Policy after it has been in force during the lifetime of the Insured for two years from its Date of Issue or Reinstatement. We will not contest any increased benefit after it has been in force during the lifetime of the Insured for two years from the effective date of such increase.

SUICIDE - If the insured commits suicide, while sane or insane, within two years from the Date of Issue, We will limit our payment to the premiums paid prior to death, less any Indebtedness and less any Partial Surrenders. If the Insured commits suicide, while sane or insane, within two years from the effective date of any increase in benefit, We will limit Our payment on any increase in benefit to the Cost of Insurance Charges for such increase.

OWNERSHIP AND BENEFICIARY - This Policy belongs to You. Unless You provide otherwise by written request, You exercise all rights and privileges in Your Policy while the Insured is living. If You are not the Insured and You die, Your estate will be the Owner unless otherwise provided. The Beneficiary is named in the application, unless a later change is shown in Our records. We will pay the proceeds to the Beneficiary. If You have not named a Beneficiary or the Beneficiary is not alive, You or Your estate will be the Beneficiary.

You may change the Owner or Beneficiary by written request. You must make this change while the Insured is alive. The change will take effect on the date the request is signed by You. The change is subject to:

1. The rights of any assignee of which We have been notified.
2. Any payment made or other action taken by Us before Our receipt of Your request.

MISSTATEMENT OF AGE OR GENDER - Age in this Policy means the Age of the Insured on the Insured's last birthday. If there is an error in the Age or Gender of the Insured, the Death Benefit shall be adjusted to the amount which would have been purchased at the correct Age or Gender in consideration of the most recent Cost of Insurance Charge. We shall not make any retrospective recalculations to the Cash Value or Surrender Value. We may adjust future Monthly Deductions to reflect the corrected Age or Gender.

ASSIGNMENT - You may assign Your Policy while the Insured is alive. We will not be bound by the assignment until the original has been filed at Our Home Office. When it is filed, it will affect Your rights and the rights of any Beneficiary. We are not responsible for the validity of any assignment.

NONPARTICIPATION - We do not pay dividends on Your Policy from Our surplus or profits.

TERMINATION - The Policy will terminate and all insurance will stop:

1. on the Date You request it by Notice to Us; or
2. when the Insured dies; or
3. when the Policy matures; or
4. when a Policy Loan plus Loan Interest exceeds the Surrender Value in accordance with the Loan Repayment provision; or
5. when the Policy lapses.

A lapse occurs when a needed premium or Loan repayment is not paid by the end of the Grace Period.

GENERAL PROVISIONS (CONTINUED)

REINSTATEMENT - You may put this Policy back in force by Notice to Us if:

1. The Policy lapsed; and
2. The Insured gives Us proof of insurability; and
3. The notice is received within five years of the termination date.

The effective date of the Reinstatement will be the date the Application for Reinstatement is approved by Us. The amount of premium needed to reinstate the Policy is payment sufficient to keep the Policy in force for three months. You must pay or reinstate any Indebtedness.

The No-Lapse Guarantee provision will not be in effect upon Reinstatement. Surrender Charges will continue as if the Policy did not terminate. We may contest the reinstated Policy during the lifetime of the Insured for two years from the date of application for the reinstatement based on answers on the reinstatement application. The Suicide provision is based on the Date of Issue.

CONFORMITY WITH LAWS - This Policy is subject to the laws of the state where You resided when the application was signed. If part of it does not follow that law, it will be treated as if it does.

POLICY SETTLEMENTS - We will make all payments under Your Policy, less any Indebtedness, at Our Home Office in Harleysville, Pennsylvania 19438.

ANNUAL REPORT - We will send You a report, without charge, once each year, no later than three months after the end of the current report period, showing Your current Cash Value, premiums paid, changes made since the last report, and outstanding Policy Loans.

PROJECTION REPORT - We will provide a projection of illustrative future Death Benefits and Cash Values at any time upon written request by You and payment of a service fee. The fee payable, if any, will be shown on the Policy Schedule. The illustration will be based on assumptions as to Specified Amounts, type of coverage, options and future premium payments as may be specified by You, and such other assumptions as are necessary and specified by Us and/or You.

DEATH BENEFIT PROVISION

DEATH BENEFIT - Upon the Insured's death, We will pay the Death Benefit proceeds to the Beneficiary, subject to the provisions of this Policy as long as:

1. this Policy is in force; and
2. We receive Proof of death of the Insured.

When the benefit is paid in one lump sum, We will include interest from the date of death to the payment date. The rate of interest is shown on the Policy Schedule. The Death Benefit paid will be reduced by any Indebtedness. If death occurs during the Grace Period, the Death Benefit amount will be reduced as described in the Grace Period Provision.

MINIMUM DEATH BENEFIT - The Minimum Death Benefit is determined by multiplying the Cash Value by the appropriate factor as stated in the table of Death Benefit Factors found in the Policy Schedule.

DEATH BENEFIT OPTIONS - The Death Benefit is determined by the Death Benefit Option in effect at the time of the Insured's death. The available Death Benefit Options are as follows:

Death Benefit Option 1 - The Death Benefit equals the greater of:

1. The Specified Amount, less the amount of any Partial Surrenders;
2. The sum of the Cash Value and \$10,000;
3. The Minimum Death Benefit.

Death Benefit Option 2 - The Death Benefit equals the greater of:

1. The sum of the Specified Amount and the Cash Value;
2. The Minimum Death Benefit.

CHANGES IN SPECIFIED AMOUNT - By Notice to Us and subject to Our approval, the Specified Amount may be increased or decreased after Your Policy has been in effect for one year. We reserve the right to limit or refuse changes in the Specified Amount. Any changes to the Specified Amount will be effective on the Monthly Date following the date of approval of such change. We will send You a new Policy Schedule which reflects the new Specified Amount and, for increases to the Specified Amount, the new Surrender Charges by duration and Monthly Expense Charges applicable to the increase. Any change is subject to the following conditions:

1. Increase in the Specified Amount - Increases in the Specified Amount are subject to evidence of insurability satisfactory to Us. The Surrender Charge will be increased by an amount based on the Specified Amount increase. An increase will result in new Cost of Insurance Rates and a new Monthly Expense Charge. An increase is also subject to the sufficiency of the Surrender Value to cover Monthly Deductions to the next Policy Anniversary.
2. Decrease in the Specified Amount – Decreases in the Specified Amount will apply first against the most recent increase, then against the next most recent increases successively, and finally, against the Specified Amount at the Date of Issue. Any decrease must be such that the Specified Amount will not be less than the Minimum Specified Amount shown in the Policy Schedule. There will be no reduction in Surrender Charges or Monthly Expense Charges.

CHANGES IN DEATH BENEFIT OPTION - By Notice to Us, You may change the Death Benefit Option after Your Policy has been in effect for one year. Any changes to the Death Benefit Option will be effective on the Monthly Date following the date of approval of such change. We will not approve a change in Death Benefit Option if it reduces the Specified Amount below the Minimum Specified Amount as shown in the Policy Schedule. Any change is subject to the following conditions:

1. If You request a change from Death Benefit Option 1 to Death Benefit Option 2, the Specified Amount will not change unless you request an increase in Specified Amount equal to the Cash Value. Any resulting increase in Specified Amount requires Our acceptance of Your insurability.
2. If You request a change from Death Benefit Option 2 to Death Benefit Option 1, the Specified Amount will not change unless You request an increase in Specified Amount to include the Cash Value.

We will send You a Certificate of Policy Endorsement reflecting prior to the effective date of any Death Benefit change.

PREMIUM PROVISION

PREMIUMS - The Initial Premium is the amount paid on or before delivery of this Policy. You may make other premium payments at any time prior to the Maturity Date subject to the following:

1. Each payment must be for \$25.00 or more;
2. We may limit the amount of any premium that would cause this policy to fail to qualify as life insurance under applicable tax laws. We will refund any premium beyond the amount that would disqualify the Policy as a life insurance contract. However, We will accept an amount necessary to keep the Policy in force;
3. For Death Benefit Option 2, We may require evidence of insurability prior to accepting a premium payment if, due to the payment of such premium, the difference between the Death Benefit and the Cash Value would be increased.

PLANNED PERIODIC PREMIUM - The Planned Periodic Premium amount and frequency are shown on the Policy Schedule. We will send to the Payor indicated on the application Planned Periodic Premium reminder notices. If the mode of premium payment is pre-authorized check, or any other automatic payment, no reminder notice will be sent. You may make unscheduled premium payments.

NO-LAPSE GUARANTEE - This Policy will not enter the Grace Period during the No-Lapse Guarantee Period, shown on the Policy Schedule, if the Minimum Premium Test is met. The Minimum Premium Test is met if the sum of the premiums paid minus any Loans and Partial Surrenders equals or exceeds the sum of the No-Lapse Guarantee Minimum Monthly premiums due to the next Monthly Date. This requirement is tested on each monthly anniversary during the No-Lapse Guarantee period. Once the Minimum Premium Test is not met, the No-Lapse Guarantee no longer applies. The No-Lapse Guarantee can be reinstated under the terms of the No-Lapse Guarantee Catch-Up Rider, attached to this Policy.

The No-Lapse Guarantee Minimum Monthly Premium may change if there is:

1. An increase in the Specified Amount;
2. A change in the Death Benefit Option;
3. A change in the Rate Class of the Insured;
4. A change in rider benefits attached to this Policy.

The resulting change in the No-Lapse Guarantee Minimum Monthly Premium will be reflected in a Certificate of Policy Endorsement provided at the time of change. The No-Lapse Guarantee Period on the Effective Date of the Policy will not change. After the No-Lapse Guarantee Period, additional premiums may be necessary to keep the Policy in force.

CONTINUATION OF INSURANCE - After the No-Lapse Guarantee Period, if premium payments are not continued, insurance coverage under this Policy and any benefits provided by rider will be continued until the Net Cash Value is insufficient to cover the Monthly Deduction as provided in the Grace Period Provision. This provision will not continue the Policy beyond the Maturity Date nor continue any rider beyond the date of its termination, as provided in the rider.

GRACE PERIOD - Starting on the Monthly Date when the Net Cash Value is less than the Monthly Deduction for the Policy month to follow, a Grace Period of 60 days will be given for the payment of the required premium to keep the Policy in force. At least 30 days prior to Termination of coverage, We will send a written notice to You at the last known address We have for You. If the needed premium is not received by Us within the Grace Period, all insurance stops. During the No-Lapse Guarantee Period shown on the Policy Schedule, the amount required to avoid lapse is the amount necessary to satisfy the No-Lapse Guarantee Minimum Monthly Premium Test or the amount necessary to keep the Policy in force to the next Monthly Date, whichever is less. After the No-Lapse Guarantee Period, the amount required to avoid lapse is the amount necessary to keep the Policy in force to the next Monthly Date. The required amount to keep the Policy in force is the amount to be deducted from any Death Benefit payable during the Grace Period.

POLICY VALUES

CASH VALUE - The Cash Value on the Date of Issue is the Initial Premium minus the Percentage of Premium Expense Charge, as shown in the Policy Schedule, and the first Monthly Deduction. The Cash Value on each Monthly Date thereafter will equal 1 plus 2 minus 3 minus 4, where:

1. is the Cash Value on the prior Monthly Date, plus one month's interest on such amount;
2. is the premiums received since the prior Monthly Date, net of the Premium Expense Charge, plus interest credited from the date of receipt by Us of the premiums net of the Premium Expense Charge to the Monthly Date;
3. is the Monthly Deduction for the month to follow;
4. is the sum of any Partial Surrenders and Partial Surrender fees since the prior Monthly Date plus interest from the date of such Partial Surrender to the Monthly Date.

On any day between Monthly Dates, the Cash Value will reflect the premiums paid minus the Percentage of Premium Expense Charge and any Partial Surrenders made and any interest based on the time elapsed since the prior Monthly Date.

NET CASH VALUE - The Net Cash Value is the Cash Value minus the sum of 1 and 2 where:

1. is any Policy Indebtedness; and
2. is the Surrender Charge.

GUARANTEED INTEREST RATE - The Guaranteed Interest Rate is the minimum interest rate to be applied to the Cash Value, shown on the Policy Schedule. The rate credited to any Cash Value which equals a Policy Loan is shown on the Policy Schedule. We may calculate interest in excess of the Guaranteed Interest Rate according to any method We choose. Any change in such excess interest will be determined on a prospective basis only. We will not recoup any prior losses by means of such change.

MONTHLY DEDUCTION - The Monthly Deduction for a Policy month is 1 plus 2 where:

1. is the Cost of Insurance Charge and the cost for any riders attached to this Policy; and
2. is the Monthly Expense Charge set forth on the Policy Schedule.

COST OF INSURANCE CHARGE - The Cost of Insurance Charge is determined based upon the Insured's Age on the most recent Policy Anniversary and the Death Benefit on the Monthly Date. The Cost of Insurance Charge is equal to 1 times the result of 3 minus 2 where:

1. is the Cost of Insurance Rate divided by 1,000;
2. is the Cash Value on the Monthly Date before subtraction of the Cost of Insurance Charge and the cost of any riders; and
3. is the Death Benefit on the Monthly Date divided by 1 plus the Monthly Interest Rate Factor shown on the Policy Schedule.

COST OF INSURANCE RATE - The Cost of Insurance Rate is based upon the Issue Age and Policy Year, Gender, Specified Amount and Rate Class of the Insured. The Cost of Insurance Rate will vary based on the Specified Amount shown on the Policy Schedule. Included in this Cost of Insurance Rate is a charge based on future expectation of experience for mortality, interest risk, expenses, taxes and persistency factors. A change in any of these factors may cause a change in the Cost of Insurance Rate. At Our option, We can use lower rates, but not higher rates than the Guaranteed Maximum Monthly Cost of Insurance Rates as shown in the Policy Schedule.

The Guaranteed Maximum Monthly Cost of Insurance Rates do not vary by Specified Amount. Any change in rates will apply on a uniform basis for Insureds of the same Age, Gender, and Rate Class whose policies have been in force the same length of time, and will be effective on a prospective basis only. We will not recoup any prior losses by means of such change.

SURRENDER PROVISION

SURRENDER CHARGE - The Surrender Charge is the applicable Surrender Charge shown on the Surrender Charge Table in the Policy Schedule. The Surrender Charge will increase if You increase Your Specified Amount. It will not be adjusted if You decrease Your Specified Amount. The Certificate of Policy Endorsement will show the Surrender Charge Table reflecting the increased Specified Amount. The Surrender Charge does not change upon Reinstatement as defined in the Reinstatement Provision.

SURRENDER VALUE - The Surrender Value is equal to the Cash Value minus the Surrender Charges.

SURRENDER - You may surrender this Policy on any Date during the lifetime of the Insured and before the Maturity Date upon written request by You to Us. The amount payable on surrender of this Policy will be the Net Cash Value. This Net Cash Value will be paid in cash or under an elected optional mode of settlement.

If surrender is requested within 30 days after a Policy Anniversary, the Net Cash Value will not be less than the Net Cash Value on the Policy Anniversary, less any Policy Loans or Partial Surrenders made on or after that Policy Anniversary.

We reserve the right to defer the payment of the Net Cash Value for the period permitted by law, but not for more than six months after receipt of written request for surrender.

PARTIAL SURRENDER - After the first Policy year, you may request, in writing, a Partial Surrender of this Policy for cash. Such Partial Surrender will be subject to the following:

1. The Partial Surrender Amount may not be less than the amount listed on the Policy Schedule.
2. No more than one Partial Surrender may be made in each Policy year;
3. The Partial Surrender may not reduce the Net Cash Value below the minimum listed on the Policy Schedule.
4. A fee will be charged for each Partial Surrender. This fee is added to the Partial Surrender Amount requested. The fee is shown on the Policy Schedule.

When a Partial Surrender is made, the amount of the Partial Surrender will be deducted from the Cash Value. Also, the Death Benefit will be reduced by the amount of the Partial Surrender. However, no Partial Surrender will be allowed that reduces the Death Benefit below the Minimum Specified Amount shown on the Policy Schedule.

We reserve the right to defer payment for the period permitted by law, but not for more than six months unless the Partial Surrender is to be applied to the payment of premiums on other policies in force with Us.

POLICY LOANS PROVISION

POLICY LOANS - You may take a Policy Loan if Your Policy has sufficient Net Cash Value. You must complete a form satisfactory to Us. This form will assign the Policy to Us as sole security for the Loan. The most we will lend You is the Net Cash Value on the next Policy Anniversary assuming no future premium payments, minus interest on the Loan to the next Policy Anniversary, minus the total Monthly Deductions to the next Policy Anniversary.

If the total Loan plus Loan Interest exceeds the Surrender Value on any date, this Policy will terminate and have no further value 60 days after that date. Written notice of such termination will be mailed to the Owner at the last known address we have for You and to any assignee on record at Our Home Office 30 days prior to termination. Termination can be avoided by You paying an amount sufficient to produce a positive Surrender Value.

You may ask for a Loan at any time. We have the right to wait up to six months after We receive notice to make a Loan, unless such payment will be made to pay premiums on other Policies in force with Us.

LOAN INTEREST - We will charge You interest on Your Loan. The Maximum Loan Interest Rate is shown on the Policy Schedule. Loan interest is due on each Policy Anniversary and on the date the Loan is settled. If You do not pay the interest when due, it will be added to the Loan.

LOAN REPAYMENT - Any Indebtedness which has not been repaid may be repaid in whole or in part at any time while this Policy is in force.

SETTLEMENT OPTIONS

ELECTION OF A SETTLEMENT OPTION - If You provide Notice to Us, We will pay any amount due under Your Policy under one of the Settlement Options described below. If at the date of death of the Insured, a Settlement Option has not been elected, then the Beneficiary may make an election.

AVAILABILITY OF SETTLEMENT OPTIONS - We will not allow the use of a Settlement Option if:

1. The proceeds to be paid under any Settlement Option to a single payee is less than \$5,000; or
2. Any income or interest payment should amount to less than \$50.

METHOD OF PAYMENT - We will make income payments monthly, quarterly, semi-annually or annually at the option of the payee. We will furnish upon Notice to Us the amounts of the payments not shown in the Settlement Option Table. The first payment under a Settlement Option will be made on the effective date of the Settlement Option. However, under Option 1, it will be payable at the end of the first payment interval. If the proceeds arise from Surrender, We are allowed to defer the first payment under any Settlement Option for a period of up to six months.

DESCRIPTION OF SETTLEMENT OPTIONS

OPTION 1 - Interest - We will pay interest at a rate shown on the Policy Schedule, compounded annually.

OPTION 2 - Fixed Period - We will make equal payment amounts payable for a fixed period of up to 30 years. The amount of each payment will be determined from the Settlement Option Table. The factors are shown in the Policy Schedule.

OPTION 3 - Life Income - We will make monthly payments for the lifetime of the payee for life only or provide a life income with 10 years certain. Option 3 is available at the ages and factors shown in the Settlement Option Table in the Policy Schedule. On request, We may consider Option 3 at other ages.

WITHDRAWAL VALUE - Unless We say otherwise in the election of a Settlement Option, the payee has the right to receive the Withdrawal Value for the Settlement Option.

1. Under Option 1, the Withdrawal Value will be any unpaid balance of proceeds plus any accrued interest.
2. Under Option 2, the Withdrawal Value will be the commuted value of any payments not yet paid. We will calculate this value at an annual rate of interest shown on the Policy Schedule.
3. Under Option 3, there are no withdrawal privileges.

ADDITIONAL INTEREST - We may pay or credit interest in addition to the interest specified under any of the Settlement Options. We alone will determine the time and amount of this interest.

RIGHTS OF PAYEE - The payee has the right to name a contingent payee to receive any amount still payable if the payee dies.

REQUEST FOR ALTERNATE PAYMENT - The payee may request another form of payment in writing. However, We must approve this request.

ANNUITY OPTION - The payee may use the proceeds under the Policy to purchase a Single Premium Immediate Annuity being issued by Us on the date of Settlement. The payee may elect this by filing written request within 31 days of Settlement. The annuity must be on the payee's own life.

HARLEYSVILLE LIFE INSURANCE COMPANY

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Death Benefit payable at death prior to the Maturity Date.

Adjustable Death Benefit.

Flexible Premium payable during the lifetime of the Insured until Maturity Date.

The Policy Schedule, Premiums, and the Premium Class are shown on page 3.

NONPARTICIPATING (No Dividends Payable)

HARLEYSVILLE LIFE INSURANCE COMPANY
Harleysville, Pennsylvania 19438

NO-LAPSE GUARANTEE CATCH-UP RIDER

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

BENEFIT – You may reinstate the No-Lapse Guarantee if the Policy has not terminated. To reinstate the No-Lapse Guarantee, a payment at least equal to the following is due:

1. The additional amount needed to meet the Minimum Premium Test at the next Monthly Date; and
2. Interest on the additional amount needed from the Monthly Date that the Minimum Premium Test was last passed. The Maximum No-Lapse Guarantee Catch-Up Interest Rate is shown on the Policy Schedule.

REINSTATEMENT – This Rider will not be reinstated if the Policy terminates.

TERMINATION – This Rider terminates:

1. if We are asked by You in writing to terminate it; or
2. on the No-Lapse Guarantee Minimum Monthly Premium Expiration Date, shown in the Policy Schedule; or
3. twenty-four months from the date the Policy fails to meet the Minimum Premium Test; or
4. after exercising this Rider one time; or
5. when the Policy terminates.

GENERAL – All provisions of the Policy also apply to this Rider. This Rider starts on the same date as the Policy unless a different date is shown in the Policy Schedule.

[]

[Robert A. Kauffman]
[Director and Secretary]

[]

[Theodore A. Majewski]
[President and Chief Operating Officer]

HARLEYSVILLE LIFE INSURANCE COMPANY

Harleysville, Pennsylvania 19438

PRIMARY INSURED RIDER

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

BENEFIT – Harleysville Life will pay a Death Benefit to the named beneficiary upon receipt of due Proof of the Primary Insured's death. Death must occur while this benefit is in force. This benefit will be paid in addition to any other amount payable at the Primary Insured's death.

The original amount of term insurance is shown on the Policy Schedule. The consideration for issuing this benefit is:

1. payment of the cost of insurance and the expense charge as shown on the Policy Schedule; and
2. the application.

If the face amount of the Policy's base coverage increases by Policy provision, the amount of benefit for this Rider will decrease by the same amount. If the amount of benefit for this Rider decreases to zero, this Rider will automatically terminate.

If You reduce the Specified Amount of the Policy, You may increase the Death Benefit payable under this Rider by the same amount.

EFFECTIVE DATE – The effective date of this benefit is the Policy date.

INCONTESTABILITY; SUICIDE – the Incontestability and Suicide provisions of the Policy apply to this benefit.

AGE; SEX – If the Age or sex is not correct, the Death Benefit will be adjusted to that which would be purchased by the most recent mortality charge at the correct Age or sex.

GUARANTEED VALUES – this benefit has no cash or loan values.

PREMIUM PAYMENT – amounts needed to pay the cost of insurance and expense charge for this benefit will be withdrawn from the accumulation value of the Policy.

REINSTATEMENT – If the Primary Insured is living and is eligible for Reinstatement, this benefit may be reinstated with the Policy. Conditions for reinstatement are:

1. evidence of insurability satisfactory to Harleysville Life; and
2. payment of premium sufficient to provide enough accumulation value to cover two month's monthly deductions at time of termination.

Harleysville Life will not be liable for payment of any Death Benefit if the Primary Insured died after the end of the grace period and before the date of reinstatement.

COST – the cost of insurance for this benefit is determined as follows:

1. the cost of insurance rate for the Primary Insured (as stated in the Cost of Insurance Rate provision of the Policy); multiplied by
2. the amount of insurance for this benefit multiplied by .001.

ADJUSTMENT AT DEATH – Upon death of the Primary Insured, any deductions made to pay the cost of insurance and expense charge beyond the date of death will be returned.

CHANGE IN BENEFITS – The Owner may request a change in the Rider Amount any time after this Rider is one year old, by Notice to Us. These conditions apply to any change:

1. The Rider Amount may not be decreased to less than \$10,000.
2. Any requested increase requires Proof of Insurability.
3. Any approved change will become effective on the Monthly Date after We receive Notice.
4. Changed benefits will be shown on a Certificate of Policy Endorsement.
5. A copy of the Application for Policy Change and the Certificate of Policy Endorsement will become part of the Policy and may be used to contest any increase in Rider Amount.

PRIMARY INSURED RIDER (cont'd)

CONVERSION – Insurance under this benefit may be exchanged for a permanent life (except joint-life policies) Policy or may be exchanged by increasing the Primary Insured's Specified Amount by the Owner while this benefit is in force. Exchange must be requested by the Owner within 31 days after termination of insurance. The conversion period terminates on the monthly anniversary day nearest the Primary Insured's 80th birthday.

Insurance up to the amount in force on the date of exchange may be exchanged subject to these conditions:

1. coverage under this benefit will terminate on the date of exchange.
2. If death occurs during the conversion period but before the effective date of the new Policy, the Death Benefit will be paid as if the death had occurred while Insured was under this benefit.
3. Written request for the new Policy with payment of the first premium must be made within the conversion period. The Policy date of the new Policy will be the date of request and premium payment, but it will take effect only if the Primary Insured is living on the date.
4. If the Owner wants to increase the Specified Amount, written application for the increase must be made within the conversion period. The effective Monthly Date for any increase in insurance will be the first monthly anniversary day that falls on or next follows the date of receipt of the request. The Monthly Deduction for the increased amount will be deducted from the Cash Value on the effective date.
5. The amount of insurance on the new Policy may not exceed the Primary Insured's amount under this benefit.
6. The new Policy will be in the same premium class as this benefit.
7. The new Policy will be subject to the minimum Policy requirements of Harleysville Life in effect at the time of conversion.
8. The new Policy will be issued at the attained age on the date of exchange, on the forms and at the premium rates in use by Harleysville Life.
9. Additional benefits will be issued with the new Policy only with the consent, and subject to the requirements of Harleysville Life.

BENEFICIARY – The beneficiary is as shown in the application unless You tell Us otherwise in writing.

ASSIGNMENT – The benefits of this Rider cannot be assigned.

TERMINATION – This Rider terminates on the earliest of these dates:

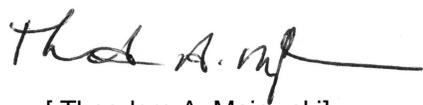
1. the end of the grace period;
2. the date of exchange, termination, maturity or expiry of the Policy;
3. the date this benefit is converted to a new Policy;
4. the Monthly Date on which this benefit is cancelled upon written request;
5. the Monthly Date that the amount of the benefit reaches less than \$10,000.

Upon termination, any unearned monthly charge for this Rider will be added to the Policy Cash Value. If the Policy also terminates, it will be returned to You.

GENERAL – All provisions of the Policy also apply to this Rider. This Rider starts on the same Date of Issue as the Policy unless a different date is shown on the Policy Schedule.

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[Robert A. Kauffman]
[Director and Secretary]

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[Theodore A. Majewski]
[President and Chief Operating Officer]

HARLEYSVILLE LIFE INSURANCE COMPANY
Harleysville, Pennsylvania 19438

OTHER INSURED RIDER

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

BENEFIT – We will pay the Other Insured Specified Amount shown in the Policy Schedule as soon as We receive Proof of the Other Insured's death.

OTHER INSURED – Unless otherwise provided, the Other Insured is the person designated as such on the application at the time the application is signed. On written request from You prior to the termination of this Rider, the Other Insured named in the application may be changed, subject to Proof of insurability of the replacing Other Insured.

COST – The monthly cost for this Rider is determined as 1 times 2, where:

1. is the Other Insured Specified Amount; and
2. is the Other Insured Benefit Monthly Cost of Insurance Rates per \$1,000 on the Monthly Date.

The Other Insured Rider Monthly Cost of Insurance Rate is based upon the attained age and rate classification of the Other Insured. We can charge less than, but not more than, the guaranteed maximum Other Insured Benefit Monthly Cost of Insurance Rates shown in the Policy Schedule.

CHANGE OF BENEFITS – The Other Insured Specified Amount may be changed any time after this Rider is one year old, by Notice to Us. These conditions apply to any change:

1. the Other Insured Specified Amount may not be less than \$10,000.
2. any increase requires Proof of insurability.
3. any approved change will become effective on the Monthly Date after We receive Notice.
4. changed benefits will be shown on a Policy Endorsement.

REINSTATEMENT – If the Other Insured is living and is eligible for reinstatement, this benefit may be reinstated with the Policy. Conditions of reinstatement are:

1. evidence of insurability satisfactory to Harleysville Life; and
2. payment of premium sufficient to provide enough accumulation value to cover two month's monthly deductions at time of termination.

Harleysville Life will not be liable for payment of any Death Benefit if the Other Insured died after the end of the grace period and before the date of reinstatement.

CONVERSION – On written request from You prior to the Annual Date next following the Other Insured's 65th birthday, the Other Insured may convert to a permanent plan of insurance then available from Us at the Other Insured's attained age. The amount converted may be no larger than the Other Insured Benefit Amount, shown on Page 3. No Proof of insurability will be required for the conversion Policy, except for any benefits added by Rider.

TEMPORARY COVERAGE – If this Policy terminates by the death of the Insured, the existing coverage on the Other Insured under this Rider will be continued until the 90th day after the date of death of the Insured. At such time the Other Insured may elect to convert to a permanent plan of insurance then available from Us at the Other Insured's attained age. The amount converted may be no larger than the Other Insured Benefit Amount, shown on Page 3. No Proof of insurability will be required for the conversion Policy, except for any benefits added by Rider.

If conversion is not elected all coverage will stop on the 90th day after the death of the Insured.

BENEFICIARY –The beneficiary is as shown in the application unless You tell Us otherwise in writing.

ASSIGNMENT – The benefits of this Rider cannot be assigned.

OTHER INSURED RIDER (CON'T)

TERMINATION – This Rider terminates:

1. when We are asked by You in writing to terminate it; or
2. when the Policy terminates for reasons other than death of the Insured; or
3. 90 days after the death of the Insured.

Upon termination, other than death of the Insured, any unearned monthly cost for this Rider will be added to the Policy Cash Value. If the Policy also terminates, it will be returned to You.

GENERAL – All provisions of the Policy also apply to this Rider. This Rider starts on the same date as the Policy unless a different date is shown on the Policy Schedule.

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[Robert A. Kauffman]
[Director and Secretary]

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[Theodore A. Majewski]
[President and Chief Operating Officer]

HARLEYSVILLE LIFE INSURANCE COMPANY
Harleysville, Pennsylvania 19438

COST OF LIVING RIDER

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

BENEFIT - The Specified Amount for the Insured will increase automatically. Increases will be based upon increases in the Consumer Price Index For All Urban Consumers.

This Rider also automatically increases any Other Insured Rider amount included under this Policy.

CONDITIONS -

1. An increase will take place on every second Annual Date if the increase amount is at least \$1,000. (No decreases will be made).
2. Each increase amount will be the smallest of a, b and c, where:
 - a. is the calculated increase (described below);
 - b. is 10% of each Specified Amount and Other Insured Rider amount;
 - c. is \$25,000 for the Insured and any Other Insureds.
3. Each increase will result in a new Specified Amount and Other Insured Rider amount.
4. The Insured and any Other Insured's rate class will apply to each increase in Specified Amount and Other Insured Rider Amount.

THE CALCULATED INCREASE - The Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (CPI), as published by the United States Department of Labor, is the basis of the calculated increase.

The increase amount is determined as the Specified Amount and Other Insured Rider amount then in effect multiplied by the CPI factor. The CPI factor will be set equal to (1. minus 2.) divided by 2. where:

1. is the CPI on August 31 of the year prior to the date of the increase;
2. is the CPI on August 31 of the year two years prior to the date of the increase.

ALTERNATE INDEX - We will substitute an appropriate index for the Consumer Price Index for All Urban Consumers if:

1. its publication is not then available; or
2. We consider its continued use is not a good measure for this purpose.

Any change in the index used will be subject to approval by the state in which the Policy is issued.

REJECTION OF INCREASE - We will mail You a Certificate of Policy Endorsement on each increase date. Acceptance is automatic. You may reject the cost of living increase by Notice to Us and return of the Certificate of Policy Endorsement within 30 days of the increase date.

TERMINATION - Benefits under this Rider will stop for the Insured or any Other Insured when any of the following occur:

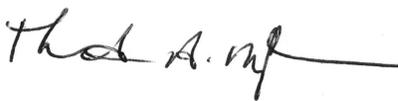
1. any automatic cost of living increase is rejected; or
2. a Specified Amount or an Other Insureds' Rider amount is decreased; or
3. the Annual Date next following the 65th birthday of the Insured is reached; or
4. the Policy terminates.

If this Rider terminates under 1, 2, or 4, You may reinstate it by providing Us Proof of insurability for the Insured and any Other Insured, and under 4, reinstating the Policy.

GENERAL - All provisions of the Policy also apply to this Rider. This Rider starts on the same Date of Issue as the Policy unless a different date is shown on the Policy Schedule.

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[Robert A. Kauffman]
[Director and Secretary]

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[Theodore A. Majewski]
[President and Chief Operating Officer]

HARLEYSVILLE LIFE INSURANCE COMPANY

Harleysville, Pennsylvania 19438

CHILDREN'S TERM INSURANCE BENEFIT RIDER

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

BENEFIT – This Rider provides term insurance on the life of an Insured Child. We will pay the amount for the Children's Term Insurance Benefit Rider shown in the Policy Schedule as soon as We receive the required Proof of an Insured Child's death.

If this Policy terminates by the death of the Insured, existing coverage on any Insured Child under this Rider will be continued as fully paid-up term insurance until the Insured Child's 25th birthday.

At attained age 25, conversion will be allowed to a permanent plan of insurance currently issued by the Company.

INSURED CHILD – An Insured Child is a child, stepchild or legally adopted child of the Insured, named in the application. After this Rider becomes effective, and while still in force, a child will become an Insured Child from Age 15 days through Age 18. Coverage will continue until the Annual Date next following the 25th birthday for each Insured Child, or until earlier termination of this Rider.

COST – The Monthly Cost of Insurance charge for this Rider is shown in the Policy Schedule.

CHANGE IN BENEFITS – The amount can be changed at any time after this Rider is one year old, by Notice to Us. These conditions apply to any change:

1. the amount cannot be less than \$1,000;
2. the maximum amount is the lesser of \$20,000 or 50% of the Insured's Specified Amount;
3. any increase requires Proof of insurability;
4. any approved change will become effective on the Monthly Date after We receive Notice;
5. changed benefits will be shown in the Certificate of Policy Endorsement; or
6. a copy of the Application for Policy Change and the Certificate of Policy Endorsement will become part of the Policy and may be used to contest any increase in Rider amount.

CONVERSION – On written request from You within 31 days of:

1. the Insured Child's 25th birthday if this Rider is continued due to the death of the Insured; or
2. the Annual Date next following Insured Child's 25th birthday if the Policy has not yet terminated;

The Insured Child must be living at that time, and may convert his insurance under this benefit to any individual permanent plan of insurance then available from Us. The attained age premium rate and Policy form of the new Policy will be those used by Us on the date of conversion. The amount converted may be up to \$5,000 for each \$1,000 of Children's Term Insurance Benefit Rider amount at the time of conversion, subject to a maximum of \$50,000 per child. No Proof of insurability will be required for the conversion Policy except for any benefits added by Rider.

We will pay the Children's Term Insurance Benefit Rider amount shown in the Policy Schedule if an Insured Child dies within the 31 day period referred to above provided such insurance benefit has not been converted.

BENEFICIARY – Unless You tell Us otherwise in writing, You are the Beneficiary.

ASSIGNMENT – The benefits of this Rider cannot be assigned.

CHILDREN'S TERM INSURANCE BENEFIT RIDER (cont'd)

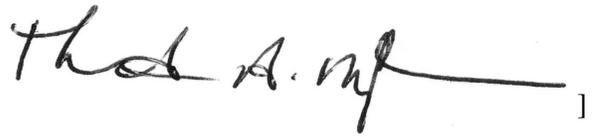
TERMINATION – This Rider terminates:

1. when We are asked by You in writing to terminate it; or
2. on the Annual Date next following the Insured's 70th birthday; or
3. when the Policy terminates.

GENERAL – All provisions of the Policy also apply to this Rider. This Rider starts on the same Date of Issue as the Policy unless a different date is shown on the Policy Schedule.

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[Robert A. Kauffman]
[Director and Secretary]

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[Theodore A. Majewski]
[President and Chief Operating Officer]

SERFF Tracking Number: MCHX-126188848 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number: 42654
 Company Tracking Number: IPUL 6 100 (ED. 05-0)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: IPUL 6 100 (Ed. 05-09) Individual Universal Life P
 Project Name/Number: IPUL 6 100 (Ed. 05-09) Individual Universal Life Policy - Harleysville Life Ins Co/IPUL 6 100 (Ed. 05-09) Individual Universal
 Life Policy - Harleysville Life Ins Co

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Application Form LFOA-115 (Ed. 05-04) will be used in conjunction with this product and has been previously approved by your Department on 7/9/2004.		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification		
Bypass Reason: Not applicable to this filing.		
Comments:		

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

	Item Status:	Status Date:
Satisfied - Item: 06.11.09 Submission Letter		
Comments:		
Attachment: 06_11_09 Submission Letter.PDF		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter, Forms Listing		
Comments:		

SERFF Tracking Number: MCHX-126188848 State: Arkansas
Filing Company: Harleysville Life Insurance Company State Tracking Number: 42654
Company Tracking Number: IPUL 6 100 (ED. 05-0)
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: IPUL 6 100 (Ed. 05-09) Individual Universal Life P
Project Name/Number: IPUL 6 100 (Ed. 05-09) Individual Universal Life Policy - Harleysville Life Ins Co/IPUL 6 100 (Ed. 05-09) Individual Universal
Life Policy - Harleysville Life Ins Co

Attachments:

Authorization Letter.PDF
Forms Listing.PDF

Item Status:

**Status
Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Readability Certification.PDF
AR Certificate of Compliance - Reg 19.PDF
AR Certificate of Compliance - Reg 49.PDF
AR Actuarial Certification.PDF

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McHugh Consulting Resources, Inc.

June 11, 2009

Submitted via SERFF

Jay Bradford
Insurance Commissioner
Arkansas Department of Insurance
Compliance - Life and Health
1200 West Third Street
Little Rock, AR 72201-1904

Re: **HARLEYSVILLE LIFE INSURANCE COMPANY**
NAIC # 64327, FEIN # 23-1580983

Individual Universal Life Filing

- IPUL 6 100 (Ed. 05-09) – Flexible Premium Adjustable Life Insurance Policy
 - IR-011 (Ed. 05-09) – No-Lapse Guarantee Catch-Up Rider
 - IR-012 (Ed. 05-09) – Primary Insured Rider
 - IR-013 (Ed. 05-09) – Other Insured Rider
 - IR-014 (Ed. 05-09) – Cost of Living Rider
 - IR-015 (Ed. 05-09) – Children’s Term Insurance Benefit Rider
- Actuarial Memorandum

Dear Commissioner Bradford:

McHugh Consulting Resources, Inc. has been requested to file the attached forms on behalf of Harleysville Life Insurance Company. We respectfully attach an authorization letter for your files.

We are attaching the above-captioned filing for your review and approval for Harleysville Life Insurance Company. These forms are new and are not intended to replace any existing forms currently on file with your Department.

The forms are in final printed form subject only to changes in font style, margins, page numbers, positioning and format. For example, formatting may change slightly when the document is assembled through an automated document assembly system. Printing standards will not be lower than those required under your law.

Policy Form IPUL 6 100 (Ed. 05-09) is a flexible premium adjustable life insurance policy. This policy is substantially similar to Form IPUL 5 100 (Ed. 08-08) previously approved by your Department on 11/18/2008. The only differences are:

- this new policy has lower cash values;
- a new rate class has been added called Alternative Tobacco;
- revised expense charges;
- the surrender charge period has been extended from 12 to 19 years; and
- addition of the No-Lapse Guarantee Catch-Up Rider referenced on Page 8.

Please refer to the Actuarial Memorandum for details on the above information.

Arkansas Department of Insurance
Harleysville Life Insurance Company
6/11/2009

This is an illustrated product and will be marketed through Harleysville's current distribution system of independent agents.

Application Form LFOA-115 (Ed. 05-04) will be used in conjunction with this product and has been previously approved by your Department on 7/9/2004.

No-Lapse Guarantee Catch-Up Rider, Form IR-011 (Ed. 05-09), describes the conditions under which the Owner may reinstate the No-Lapse Guarantee Benefit if it has lapsed.

Primary Insured Rider, Form IR-012 (Ed. 05-09), if purchased, will provide level term insurance on the Primary Insured and will be paid in addition to any other amount payable at the Primary Insured's death. This rider is identical to Form LFEA-159 (Ed. 05-04), previously approved by your Department on 8/18/2004. The only difference is in the formatting of the rider – no wording was changed.

Other Insured Rider, Form IR-013 (Ed. 05-09), if purchased, will provide level term insurance on any Other Insured as specified in the application and be paid at the Other Insured's death. This rider is identical to Form LFEA-157 (Ed. 05-04), previously approved by your Department on 8/18/2004. The only difference is in the formatting of the rider – no wording was changed.

Cost of Living Rider, Form IR-014 (Ed. 05-09), is an automatic benefit. There is no cost for this rider or any administrative processing fee. The Specified Amount for the Insured will increase automatically. Increases will be based upon increases in the Consumer Price Index for all Urban Consumers (CPI). This rider also automatically increases any Other Insured Rider amount included under the policy. This rider is substantially similar to Form LFEA-155 (Ed. 05-04), previously approved by your Department on 8/18/2004. The only difference is that the policy benefit increase calculation has been clarified for the insured's benefit.

Children's Term Insurance Benefit Rider, Form IR-015 (Ed. 05-09), if purchased, will provide level term insurance on the life of each child of the insured covered by the policy. This rider is substantially similar to Form LFEA-156 (Ed. 05-04) previously approved by your Department on 8/18/2004. The only differences are: the minimum issue age has been changed from Age 0 to Age 15 days, the maximum benefit has been changed from \$10,000 to \$20,000 and the premium is now based on dollar amount instead of the number of units.

All of the above riders are being filed for general use with any approved universal life insurance product that Harleysville Life currently offers or may offer in the future.

The other previously approved Riders available with this product are listed on the Policy Schedule Page 3[A].

This filing is being submitted concurrently to Harleysville's domicile state of Pennsylvania.

Attached are any required certifications, transmittal forms and/or filing fees.

Arkansas Department of Insurance
Harleysville Life Insurance Company
6/11/2009

We trust the attached is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if we may provide any additional information, please do not hesitate to contact the undersigned. Thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Erika Atkins". The signature is written in black ink on a white background.

Erika Atkins
Consultant

Attachments

Harleysville Life Insurance
355 Maple Avenue
Harleysville, PA 19438-2297
www.harleysvillelife.com

Tel 800.222.1981
215.513.6400
Fax 215.513.6410



January 2, 2009

NAIC Company Code: 64327

Re: See Attached Forms Listing

Please accept this letter as authorization from Harleysville Life Insurance Company for McHugh Consulting Resources, Inc. to file any or all policy forms as well as actuarial materials as referenced on the attached form listing on behalf of Harleysville Life Insurance Company.

Sincerely,

A handwritten signature in black ink, which appears to read "Theodore A. Majewski". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Theodore A. Majewski
President and Chief Operating Officer
Harleysville Life Insurance Company

HARLEYSVILLE LIFE INSURANCE COMPANY

Flexible Premium Adjustable Life Insurance Policy

FORMS LISTING

FORM NUMBER

FORM NAME

IPUL 6 100 (Ed. 05-09)

Flexible Premium Adjustable Life Insurance Policy

IR-011 (Ed. 05-09)

No Lapse Guarantee Catch-Up Rider

IR-012 (Ed. 05-09)

Primary Insured Rider

IR-013 (Ed. 05-09)

Other Insured Rider

IR-014 (Ed. 05-09)

Cost of Living Rider

IR-015 (Ed. 05-09)

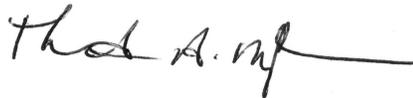
Children's Term Insurance Benefit Rider

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: HARLEYSVILLE LIFE INSURANCE COMPANY

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

Form Number	Score
IPUL 6 100 (Ed. 05-09)	59
IR-011 (Ed. 05-09)	61
IR-012 (Ed. 05-09)	54
IR-013 (Ed. 05-09)	56
IR-014 (Ed. 05-09)	60
IR-015 (Ed. 05-09)	56



Signed: _____
Name: Theodore A. Majewski
Title: President and Chief Operating Officer

Date: 06/11/09

**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: **HARLEYSVILLE LIFE INSURANCE COMPANY**

Form Number(s): IPUL 6 100 (Ed. 05-09)
IR-011 (Ed. 05-09)
IR-012 (Ed. 05-09)
IR-013 (Ed. 05-09)
IR-014 (Ed. 05-09)
IR-015 (Ed. 05-09)

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



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

06/11/09

Date

CERTIFICATE OF COMPLIANCE

Insurer: **HARLEYSVILLE LIFE INSURANCE COMPANY**

Form Numbers:

IPUL 6 100 (Ed. 05-09) IR-011 (Ed. 05-09) IR-012 (Ed. 05-09)
IR-013 (Ed. 05-09) IR-014 (Ed. 05-09) IR-015 (Ed. 05-09)

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

6/11/09

Date

STATE OF ARKANSAS
ACTUARIAL CERTIFICATION

Harleysville Life Insurance Company does hereby certify that its

Flexible Premium Adjustable Life Insurance Policy	IPUL 6 100 (Ed. 05-09),
No Lapse Guarantee Catch-Up Rider	IR-011 (Ed. 05-09),
Primary Insured Rider	IR-012 (Ed. 05-09)
Other Insured Rider	IR-013 (Ed. 05-09)
Cost of Living Rider	IR-014 (Ed. 05-09)
Children's Term Insurance Benefit Rider	IR-015 (Ed. 05-09)

_____, Form No. _____ is in compliance with Section 6 and 7 (Valuation and Nonforfeiture) of Regulation 34. In addition, when calculating the Reserves under the minimum reserve method in Regulation 34, in no case shall the Reserves be less than the actual Cash Surrender Values provided for under the Policy contract.

Actuary



Actuary Title Ed Schmauder, FSA, MAAA
Vice President and Chief Actuary

Date: June 11, 2009