

SERFF Tracking Number: GEFA-126251877 State: Arkansas
Filing Company: Genworth Life Insurance Company State Tracking Number: 43105
Company Tracking Number: GL1002-0709 AR
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Colony - Flexible Premium Adjustable Life - GLIC
Project Name/Number: Colony - Flexible Premium Adjustable Life/GL1002-0709

Filing at a Glance

Company: Genworth Life Insurance Company

Product Name: Colony - Flexible Premium SERFF Tr Num: GEFA-126251877 State: Arkansas
Adjustable Life - GLIC

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 43105
Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: GL1002-0709 AR State Status: Re-opened
Filing Type: Form Reviewer(s): Linda Bird

Authors: Brenda Bond, Ronald Disposition Date: 09/03/2009

Jackson

Date Submitted: 08/03/2009 Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Colony - Flexible Premium Adjustable Life

Project Number: GL1002-0709

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/03/2009

Deemer Date:

Submitted By: Brenda Bond

Filing Description:

Re: Genworth Life Insurance Company

NAIC# 350-70025 FEIN# 91-6027719

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/03/2009

Created By: Brenda Bond

Corresponding Filing Tracking Number:

Form Number(s):

GL1002-0709, Flexible Premium Adjustable Life Insurance Policy

GL1002-0709-S, Schedule

SERFF Tracking Number: GEFA-126251877 State: Arkansas
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GL1002-0709-CS, Schedule
GL1002-0709-WS, Schedule

Actuarial Memorandum
Annual Report
Statement of Policy Cost and Benefit Information
Rates

Submitted for your approval are the referenced forms. These forms are new and do not replace any forms previously approved. These forms are being filed for Genworth Life Insurance Company. Under separate cover, they are also being filed for Genworth Life and Annuity Insurance Company.

This policy includes a Coverage Protection Benefit, which provides the secondary guarantee that will guarantee coverage so long as the Coverage Protection Account minus any loan balance is greater than or equal to zero, or so long as the Coverage Protection Benefit has not terminated. On policy pages 5, 5A, 5A.1, we provide a demonstration of the operation of this benefit using the Owner's planned-premium pattern. In addition to the demonstration included in the schedule pages of the sample policy, we have provided an additional example of schedule pages 5, 5A, and 5A.1. In that example, we show how the pages would appear when the policy owner selects a premium pattern that allows for smaller payments in the initial years, but requires higher premiums in later years.

Under this policy form, there are multiple secondary guarantee patterns that differ based on the parameters of the Coverage Protection Benefit. The applicant can select a pattern that matches his or her objectives. Persons who are more concerned with low costs in the early years but are willing to accept a more costly secondary guarantee in the later years may select the pattern that will meet that need. Persons who are more concerned with maintaining the secondary guarantee for a longer period of time will select the pattern that more appropriately reflects that goal. We have multiple patterns to provide a range of flexibility in this regard.

This policy incorporates an explanation of some of the common features of a flexible premium adjustable life insurance policy. This summary can be found in the Summary of Policy Features beginning on page 2. This summary is intended as a high-level overview and does not replace the detailed descriptions of the policy's features that are found in the policy provisions.

Administrative identifiers have been included in the lower right-hand corner of each page beginning on page 6. These identifiers are not intended as form numbers. Only the cover page and schedule pages have unique identifying form numbers in the lower left-hand corner.

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The information bracketed on the sample policy Schedule Pages and tables (pages 3 through 5A.1) are variable and subject to change. The nonforfeiture interest rate and loan interest rates, shown on the Schedule page 3B, will never exceed the maximum percentage allowed in your state. A statement of variability is attached.

We are designating this policy as non-illustrated to be marketed in a manner compliant with the illustration rule's requirements relating to non-illustrated policies. A Statement of Policy Cost and Benefit Information will be provided with the policy upon delivery. A sample is enclosed.

There is no special market for this product.

These forms are being filed with the Delaware Department of Insurance (our domicile state). Previously approved application form numbers GEFA-599, GEFA-599 (TIAA) and GEFA-504 will be used with this product.

Applicable certifications, filing forms and fees, if any, are enclosed.

Thank you, in advance, for your assistance with this filing.

If there are any questions, please contact me using the information provided below.

Sincerely,

Brenda Bond
Contract Analyst
email: brenda.bond@genworth.com
Phone: (804) 922-5133
Fax: (804) 289-6825

Company and Contact

Filing Contact Information

Brenda Bond, Contract Analyst	brenda.bond@genworth.com
6610 W Broad Street	804-922-5133 [Phone]
RI&I - 3rd Floor	804-281-6916 [FAX]
Richmond, VA 23230	

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Filing Company Information

Genworth Life Insurance Company	CoCode: 70025	State of Domicile: Delaware
6610 W Broad Street	Group Code: 350	Company Type: LifeHealth & Annuity
Richmond, VA 23230	Group Name:	State ID Number:
(804) 281-6600 ext. [Phone]	FEIN Number: 91-6027719	

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? Yes
 Fee Explanation: 4 X 50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life Insurance Company	\$200.00	08/03/2009	29598005

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/03/2009	09/03/2009
Approved-Closed	Linda Bird	08/04/2009	08/04/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Adjustable Life Insurance Policy	Brenda Bond	09/03/2009	09/03/2009
Form	Schedule	Brenda Bond	09/03/2009	09/03/2009
Supporting Document	Actuarial	Brenda Bond	09/03/2009	09/03/2009
Supporting Document	Variability	Brenda Bond	09/03/2009	09/03/2009

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Disposition

Disposition Date: 09/03/2009

Implementation Date:

Status: Approved-Closed

Comment: Changes made to the language on page 18 of the contract and schedule page 3B. Company has also changed the Statement of Variability and Actuarial Memorandum.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document (revised)	Actuarial		No
Supporting Document	Actuarial	Replaced	No
Supporting Document (revised)	Variability		Yes
Supporting Document	Variability	Replaced	Yes
Supporting Document	Annual Report		Yes
Supporting Document	Statement of Policy Cost and Benefit		Yes
Supporting Document	11-83 Certification		Yes
Supporting Document	Fee Form		Yes
Supporting Document	Compliance Certification		Yes
Form (revised)	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Replaced	Yes
Form (revised)	Schedule		Yes
Form	Schedule	Replaced	Yes
Form	Schedule		Yes
Form	Schedule		Yes
Rate	Guaranteed Rates		Yes
Rate	Current Rates		Yes

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Disposition

Disposition Date: 08/04/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document (revised)	Actuarial		No
Supporting Document	Actuarial	Replaced	No
Supporting Document (revised)	Variability		Yes
Supporting Document	Variability	Replaced	Yes
Supporting Document	Annual Report		Yes
Supporting Document	Statement of Policy Cost and Benefit		Yes
Supporting Document	11-83 Certification		Yes
Supporting Document	Fee Form		Yes
Supporting Document	Compliance Certification		Yes
Form (revised)	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Replaced	Yes
Form (revised)	Schedule		Yes
Form	Schedule	Replaced	Yes
Form	Schedule		Yes
Form	Schedule		Yes
Rate	Guaranteed Rates		Yes
Rate	Current Rates		Yes

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Amendment Letter

Submitted Date: 09/03/2009

Comments:

Thank you for re-opening this filing so changes could be made.

We have modified the language on page 18 of the contract and schedule page 3B to omit reference to withdrawal factors. The Statement of Variability and Actuarial Memorandum were changed accordingly.

This change was made after reviewing the description on page 18 of withdrawal factors and adjustment of such factors. We have determined that it is clearer to describe this provision in terms of the surrender charges. As revised, reference to withdrawal factors are omitted from the contract. As a result, we have modified pages 18 and schedule page 3B.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GL1002-0709 AR	Policy/Contract	Flexible Premium Certificate: Adjustable Life	Initial				50.600	GL1002-0709_AR 8-26.pdf
GL1002-0709-S	Schedule Pages	Schedule	Initial				0.000	GL1002-0709-S 8-26.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Actuarial

Comment:

Actuarial Memo_GL1002-0709 v2 8-26.pdf

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User Added -Name: Variability

Comment:

SOV_Colony generic_final 7-31.pdf

SOV_Colony generic_8-26.pdf

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Form Schedule

Lead Form Number: GL1002-0709 AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GL1002-0709 AR	Policy/Cont	Flexible Premium ract/Fratern al Insurance Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.600	GL1002-0709_AR 8-26.pdf
	GL1002-0709-S	Schedule	Schedule Pages	Initial		0.000	GL1002-0709-S 8-26.pdf
	GL1002-0709-CS	Schedule	Schedule Pages	Initial		0.000	GL1002-0709-CS.pdf
	GL1002-0709-WS	Schedule	Schedule Pages	Initial		0.000	GL1002-0709-WS.pdf Demonstratio n GLIC - 20 yr.pdf

Genworth Life Insurance Company

A Stock Company State of Domicile: Delaware
Home Office: [6610 West Broad Street, Richmond, VA 23230]
Service Center Address: [3100 Albert Lankford Drive, Lynchburg, Virginia 24501] [1-888-325-5433]
Service Center Phone: [P. O. Box 461, Lynchburg, VA 24505-0461]

This policy is a legal contract between “you” (the Owner) and “us” (the Company). In this policy, “you” and “your” are defined to mean and refer to the Owner, and “we,” “us,” and “our” are defined to mean and refer to the Company.

CONSIDERATION. We issued this policy in consideration of the application for this policy and the payment of the first premium.

THIS IS YOUR POLICY. PLEASE READ IT CAREFULLY.

Subject to the terms of this policy, we will pay the Beneficiary the death proceeds. We will not pay until we receive all of the following at our Service Center:

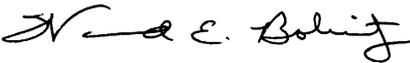
- this policy;
- due proof that the Insured died while this policy was in effect;
- a written claim for the death proceeds completed on a form that we supply; and
- if this policy or a policy change is contestable as set forth in the **Incontestability** provision when the Insured died, an authorization, on a form that we supply, from a person authorized to allow us to obtain and disclose information about the Insured.

RIGHT TO EXAMINE AND RETURN POLICY. You may return this policy within 20 days after it is delivered to you by taking it or mailing it to us or to any life insurance agent we appoint. Immediately upon delivery or mailing, this policy will be deemed void from the beginning. We will return any premium that has been paid.

This policy was signed on the Date of Issue.

{  }

President

{  }

Secretary

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
Adjustable Death Benefit

Flexible Premiums Payable During the Insured’s Lifetime until the Monthly Deduction Stop Date
Benefits Vary with Risk Rates and Credited Interest Rates
Nonparticipating – No Dividends

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1. SUMMARY OF POLICY FEATURES

This summary is meant to give you a basic understanding of your policy. **Policy provisions provide details not fully described in this summary. Please read the entire policy carefully.**

POLICY TYPE. This policy is a flexible-premium, adjustable life insurance policy known as universal life insurance. It is not a term life insurance policy. It is also not a single-premium, level-premium, or vanishing-premium policy.

PREMIUMS. If you purchased this policy to guarantee coverage for a fixed period of time (e.g., 10 years, 20 years, etc.) for a fixed premium amount, the Coverage Protection Benefit is critical to maintain coverage. See section 11 that explains this feature in detail. In summary, under the terms of the Coverage Protection Benefit, as long as you pay your premiums in the amount and at the times chosen and do not take other actions such as taking policy loans, or withdrawals of policy values, your coverage will remain in effect for the chosen period. The Demonstration of the Operation of the Coverage Protection Benefit shows the premium pattern you plan to pay and how long coverage lasts if you pay the premiums as planned. If you fail to pay premiums in the amount and at the times planned, or take actions such as loans or withdrawals, you may lose the Coverage Protection Benefit, and your coverage will stay in effect only as long as the policy's value is high enough to keep the policy from lapsing as provided in the Grace Period section (section 7.3). In this scenario, unless you pay additional premiums that may be greater than the premiums shown in the Demonstration of the Operation of the Coverage Protection Benefit, this period of coverage may be shorter than the period otherwise provided by the Coverage Protection Benefit.

Except as otherwise may be required or planned in accordance with the Coverage Protection Benefit, fixed premiums for fixed periods are not required. Because your policy is a flexible-premium policy you can pay premiums in whatever amount and as frequently as you choose, but you must pay enough to keep the policy's value high enough to keep the policy from lapsing as provided in the Grace Period section (section 7.3).

HOW YOUR POLICY WORKS. This policy pays a Death Benefit if the Insured dies while this policy is in effect. The amount of the Death Benefit is the greater of the Specified Amount on the date of the Insured's death, or the Factored Policy Value on the date of the Insured's death. Both of these two amounts are defined in detail in your policy.

The Specified Amount is the amount of insurance. You can reduce the amount of insurance, called the Specified Amount, but you cannot increase the Specified Amount. We will increase the Specified Amount if necessary for the policy to continue to qualify as life insurance under federal, income-tax law.

From each premium we subtract a premium expense charge and credit the remaining premium to your policy's value, which is called Policy Value. At the beginning of each policy month, we subtract a monthly deduction from Policy Value consisting of specified fees and charges, including a charge for the cost of insurance, and we credit interest. If you surrender this policy during the surrender-charge period, we will subtract a surrender charge from Policy Value. We call the amount available on surrender Net Cash Surrender Value, which is the Policy Value minus any surrender charge minus any policy loan balance.

Besides being the amount available on surrender, the Net Cash Surrender Value, not the Policy Value, determines whether or not your policy stays in effect. If this value is less than zero at the beginning of a policy month, your policy will enter the grace period and will lapse (no longer provide coverage) if specific, needed premium is not paid by the end of the grace period. We will send you notice of the amount of the premium needed. **We can change the interest crediting rate and the scale of insurance rates at any time, subject to the minimum interest rate, the maximum insurance rates, and other conditions stated in the policy.** Any change we make will affect the amount of the Net Cash Surrender Value. Note that the scale of insurance rate is based on the likelihood that a person with characteristics similar to those of the Insured will die in a given policy month. Because this likelihood increases as the Insured gets older, you can expect insurance rates generally to increase each year even if we do not change the scale of insurance rates.

COVERAGE PROTECTION BENEFIT. This benefit provides that, if the Coverage Protection Amount (defined in section 11) minus any policy loan balance is zero or greater at the beginning of a policy month, your policy will not enter a grace period even if the Net Cash Surrender Value is less than zero at that time. In calculating the Coverage Protection Amount, we use different premium expense charges, policy fees and charges, insurance rates, and interest crediting rates than we use to calculate the Net Cash Surrender Value. **These charges, fees, and rates are guaranteed not to change. Thus it is possible to choose a particular pattern of premiums that can keep the Coverage Protection Amount high enough to keep your policy in effect for any period you choose.** The pattern you plan to pay and its effect on the length of time your coverage remains in effect are shown in your policy in the Demonstration of the Operation of the Coverage Protection Benefit.

The Coverage Protection Amount is calculated only to determine whether or not your policy enters the grace period. It is not an amount available to you for policy loans, withdrawals, or surrender.

PAYING LESS PREMIUM THAN PLANNED. If you pay premiums later or in smaller amounts or less frequently than planned, the Coverage Protection Amount might not remain high enough to keep coverage for as long as you want or to keep your policy from entering the grace period. You will need to pay more than the amount of the premium shortfall to get back to your original plan.

PAYING MORE PREMIUM THAN PLANNED. If you pay premiums earlier or in larger amounts or more frequently than planned, your coverage can remain in effect for longer than you originally planned and could continue for life, however you need to be aware that this policy is not designed primarily to accumulate significant Policy Value. If you reach the end of the period for which you planned your coverage to last and want to continue coverage, you will likely have to pay much higher premiums than you had been paying.

POLICY LOANS AND WITHDRAWALS. You can take policy loans and withdrawals as long as there is sufficient value to do so. These loans and withdrawals can affect how long your coverage lasts.

REINSTATEMENT. If your coverage lapses, you can reinstate it as provided in the *Reinstatement* section (section 7.4). After reinstatement premiums needed to maintain a Coverage Protection Amount large enough to keep this policy in effect can be much higher than those needed before reinstatement.

ANNUAL REPORT. We will send you an annual report of your policy's performance. Verify the accuracy of the report and compare the performance to your original objectives. Ensure that you are paying enough premium to meet your insurance objectives. Ask your life insurance agent to explain anything that you do not understand. If you wish, you can contact us to answer your questions, to help you make policy changes, and to request an in-force projection. You are entitled to receive at least one such projection each policy year.

2. SCHEDULE

Flexible Premium Adjustable Life Insurance

Policy Information

Policy Number:..... [SPECIMEN]

Policy Date: [JUNE 1, 2009]

Date of Issue: [JUNE 1, 2009]

Monthly Deduction Stop Date*: [JUNE 1, 2095]

* See definition of Monthly Deduction Stop Date in **Definitions, Key Terms** (section 5).

Insured Information

Insured:..... [JOHN DOE]

Issue Age:..... [35]

Sex: [MALE]

Premium Class:..... [STANDARD NO NICOTINE USE]

Owner and Beneficiary Information

Owner: [As named in the application or as later changed by the Owner.]

Beneficiary: [As named in the application or as later changed by the Owner.]

Benefit Information

Initial Specified Amount:..... \$[250,000]

Minimum Specified Amount: \$[50,000]

Rider Information

[Accelerated Death Benefit Rider: No charge deducted from Policy Value.
 Administrative Fee deducted from claim payment.
 See Rider for details.]

2. SCHEDULE (Continued)

Premium Information

Planned Periodic Premium*:..... \$ [4,270.87] [Annually]

* The amount and frequency of the premium payment you told us you were planning to pay at the time you applied for this policy. It does not include any additional lump sum amounts you either planned to pay or rollover from another policy. It does not include changes you plan to make in later Policy Years.

[Loan Balance on Policy Date: \$[0.00]]

Fees and Charges

Monthly Administrative Fee:..... \$[7.88] per Policy Month

Monthly Expense Charge for

Initial Specified Amount:..... \$[[55.00] per Policy Month for first [86] Policy Years;
\$[0.00] thereafter.
Rate is [0.220000] /\$1,000 of Initial Specified Amount.]

Premium Expense: [12.50] % of all premium received.

2. SCHEDULE (Continued)

Fees and Charges (continued)

Administrative Fee for Withdrawal:.....\$[25.00] for each withdrawal.

Surrender Charges:

Surrender charges are applied to Surrenders and decreases in Specified Amount. (Sections 8.3 and 9.7).

Policy Year	Surrender Charge
1	\$ 6,150.00
2	5,902.50
3	5,657.50
4	5,410.00
5	5,165.00
6	4,920.00
7	4,612.50
8	4,305.00
9	3,690.00
10	3,075.00
11	2,460.00
12	1,845.00
13	1,230.00
14	615.00
15& later	0.00

Interest Rates

Policy Value

Guaranteed Minimum Credited Interest Rate:.. [3] % per year; compounded annually.

Loan Balance

Credited Interest Rate: [5.6]% per year; compounded annually.

Charged Interest Rate(s):

Preferred Loan Balance Interest Rate:..... [5.6]% per year; compounded annually.

Non-preferred Loan Balance Interest Rate:... [7.6]% per year; compounded annually.

Nonforfeiture Values Interest Rate:..... [3] % per year, compounded annually.

Paid-Up Insurance Interest Rate: [4] % per year; compounded annually.

See **Schedule – Coverage Protection Benefit** for interest rates that apply to the Coverage Protection Amount.

Mortality Table

[2001 Commissioner’s Standard Ordinary Table, Sex Distinct, Smoker Distinct, Age Nearest Birthday.]

2. SCHEDULE (Continued)

Table of Maximum Monthly Risk Rates Per \$1,000 of Net Amount at Risk for the Initial Specified Amount

This table shows the Maximum Monthly Risk Rates for the Insured's Attained Age, Sex and Premium Class shown in this **Schedule** (section 2). The Maximum Monthly Risk Rates are the highest rates we can use for the Initial Specified Amount and will not change. We may use lower, non-guaranteed rates that are available upon request. If your policy includes an Increased Cost Rating, then the risk rates shown below include an additional amount for that rating. See **Cost of Insurance** (section 9.2) and **Monthly Risk Rates** (section 9.3).

<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>
35	0.090	78	4.540
36	0.100	79	5.070
37	0.100	80	5.660
38	0.110	81	6.320
39	0.110	82	7.010
40	0.120	83	7.760
41	0.130	84	8.580
42	0.140	85	9.510
43	0.160	86	10.530
44	0.180	87	11.650
45	0.190	88	12.840
46	0.210	89	14.100
47	0.230	90	15.420
48	0.240	91	16.660
49	0.260	92	17.950
50	0.280	93	19.320
51	0.300	94	20.750
52	0.330	95	22.270
53	0.360	96	23.650
54	0.410	97	25.120
55	0.460	98	26.700
56	0.510	99	28.380
57	0.570	100	30.180
58	0.620	101	31.600
59	0.680	102	33.120
60	0.740	103	34.740
61	0.830	104	36.460
62	0.930	105	38.260
63	1.040	106	40.180
64	1.160	107	42.220
65	1.290	108	44.390
66	1.420	109	46.690
67	1.550	110	49.130
68	1.690	111	51.730
69	1.830	112	54.480
70	2.010	113	57.410
71	2.210	114	60.510
72	2.460	115	63.810
73	2.740	116	67.300
74	3.020	117	71.000
75	3.340	118	74.940
76	3.680	119	79.100
77	4.070	120	83.330
		121 & later	0.000

These risk rates are based on the Mortality Table referred to in the **Schedule** (section 2).

2. SCHEDULE (Continued)

Table of End-of-Policy-Year Death Benefit Factors for the Initial Specified Amount

This table shows the death benefit factor for the last Policy Month of each Policy Year. Death Benefit Factors for other Policy Months are available upon request. All death benefit factors are based on the Insured's Attained Age, and the Insured's Sex and Premium Class shown in the **Schedule** (section 2).

<u>End of Policy Year</u>	<u>Death Benefit Factor</u>	<u>End of Policy Year</u>	<u>Death Benefit Factor</u>
1	4.7577873	44	1.3622898
2	4.5949815	45	1.3380015
3	4.4368936	46	1.3153040
4	4.2851741	47	1.2941855
5	4.1378271	48	1.2744274
6	3.9962536	49	1.2559455
7	3.8601067	50	1.2386819
8	3.7290701	51	1.2227093
9	3.6040088	52	1.2080115
10	3.4844475	53	1.1946000
11	3.3689778	54	1.1824035
12	3.2583010	55	1.1713684
13	3.1520644	56	1.1614387
14	3.0491800	57	1.1522446
15	2.9502102	58	1.1437186
16	2.8548894	59	1.1358638
17	2.7629774	60	1.1286557
18	2.6748100	61	1.1221459
19	2.5900893	62	1.1159866
20	2.5094849	63	1.1101953
21	2.4325896	64	1.1048309
22	2.3590433	65	1.0999625
23	2.2888921	66	1.0957376
24	2.2214520	67	1.0916253
25	2.1567827	68	1.0876388
26	2.0946070	69	1.0837868
27	2.0354641	70	1.0800748
28	1.9792421	71	1.0764770
29	1.9258116	72	1.0729993
30	1.8750309	73	1.0696410
31	1.8267501	74	1.0664046
32	1.7806403	75	1.0632852
33	1.7364093	76	1.0602777
34	1.6939431	77	1.0573858
35	1.6529844	78	1.0545962
36	1.6138001	79	1.0519050
37	1.5763350	80	1.0492818
38	1.5408260	81	1.0466761
39	1.5072287	82	1.0439351
40	1.4752032	83	1.0406559
41	1.4447708	84	1.0357018
42	1.4157610	85	1.0256477
43	1.3882074	86 & later	1.0000000

For an explanation of the use of these death benefit factors, refer to the **Death Benefit** provision (section 8.1) and the **Coverage Protection Benefit** (section 11).

3. SCHEDULE - Coverage Protection Benefit

*** The Fees, Charges and Rates shown in this Schedule, Section 3, **CANNOT** change. They only apply to the Coverage Protection Benefit. ***

Fees and Charges for Coverage Protection Benefit

Coverage Protection Monthly

Administrative Fee:.....\$[4.79] per Policy Month for the first [20] Policy Years; \$[9.00] thereafter.

Coverage Protection Monthly Expense Charge

for Specified Amount:\$[0.00] per Policy Month for first [86] Policy Years; \$[0.00] thereafter.
Rate is [0.000000] /\$1,000 of Specified Amount.

Coverage Protection Premium Expense Charge

The total premium received in a Policy Year is allocated to the Coverage Protection Sub-amounts as described in **Allocating Gross Premiums to the Sub-amounts** (section 11.4). The Coverage Protection Premium Expense Charge is a percentage of the allocated premium that varies by Sub-amount as stated in **Coverage Protection Premium Expense Charge** (section 11.5) and as shown below.

For total premium received in a Policy Year up to and including \$ [321.48]: **For total premium received in a Policy Year in excess of \$ [321.48]:**

<u>Policy Years</u>	<u>For total premium received in a Policy Year up to and including \$ [321.48]:</u>			<u>For total premium received in a Policy Year in excess of \$ [321.48]:</u>		
	<u>Sub-amount 1</u>	<u>Sub-amount 2</u>	<u>Sub-amount 3</u>	<u>Sub-amount 1</u>	<u>Sub-amount 2</u>	<u>Sub-amount 3</u>
1	0.000%	---	---	0.000%	---	---
[2]- [73]	---	0.000%	0.000%	---	0.000%	0.000%
[74] - [86]	---	0.000%	0.000%	---	0.000%	0.000%

3. SCHEDULE - Coverage Protection Benefit

*** The Fees, Charges and Rates shown in this Schedule, Section 3, **CANNOT** change. They only apply to the Coverage Protection Benefit. ***

Interest Rates for Coverage Protection Amount

Interest Rate on portion of Coverage Protection Amount to which loan balance is not allocated

<u>Policy Years</u>	<u>Sub-amount</u>	<u>Interest Rate, compounded annually</u>	<u>Monthly Equivalent</u>
1 – [20]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[21] – [73]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[74] & later	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month

Interest Rate on portion of Coverage Protection Amount to which loan balance is allocated

<u>Policy Years</u>	<u>Sub-amount</u>	<u>Interest Rate, compounded annually</u>	<u>Monthly Equivalent</u>
1 – [9]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[10] – [73]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[74] & later	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month

3. SCHEDULE - Coverage Protection Benefit (Continued)**Tables of Coverage Protection Monthly Rates applied to the Coverage Protection Charge Basis**

These Tables show the monthly rates for the Insured's Attained Age, and the Insured's Sex and Premium Class as shown in the **Schedule** (section 2). If your policy includes an Increased Cost Rating, then the rates shown below include an additional amount for that rating. See section 11.8 for details on these rates and a description of the use of Table A and Table B.

<u>Attained Age</u>	<u>Table A Monthly Rate</u>	<u>Table B Monthly Rate</u>	<u>Attained Age</u>	<u>Table A Monthly Rate</u>	<u>Table B Monthly Rate</u>
35	0.07406	0.07406	78	1.39393	5.05653
36	0.07554	0.08295	79	1.39393	5.30936
37	0.07705	0.09290	80	1.39393	5.57483
38	0.07859	0.10405	81	1.39393	5.85357
39	0.08016	0.11654	82	1.39393	6.17552
40	0.08176	0.13052	83	1.39393	6.51517
41	0.08340	0.14468	84	1.39393	6.87350
42	0.08507	0.15884	85	1.42654	7.25154
43	0.08677	0.17503	86	1.45991	7.81260
44	0.08851	0.19425	87	1.49406	8.41707
45	0.09028	0.21756	88	1.52901	9.06831
46	0.09209	0.24367	89	1.56478	9.76994
47	0.09393	0.27291	90	1.60139	10.52585
48	0.09581	0.30496	91	1.63885	11.25769
49	0.09773	0.33701	92	1.67719	12.00867
50	0.09968	0.36518	93	1.71643	12.78943
51	0.10167	0.39723	94	1.75659	13.60493
52	0.10370	0.43122	95	1.79768	14.44973
53	0.10577	0.47590	96	1.83974	15.27521
54	0.10789	0.52349	97	1.88278	16.14367
55	0.45553	0.68330	98	1.92683	17.07444
56	0.91106	1.25638	99	1.97191	18.06348
57	1.39393	1.39393	100	2.01804	19.11678
58	1.39393	1.49499	101	2.06525	19.92450
59	1.39393	1.60338	102	2.11357	20.78272
60	1.39393	1.71963	103	2.16302	21.69326
61	1.39393	1.84430	104	2.21362	22.65894
62	1.39393	1.97801	105	2.26541	23.66699
63	1.39393	2.12142	106	2.31841	24.73528
64	1.39393	2.27522	107	2.37265	25.86696
65	1.39393	2.44017	108	2.42816	27.06564
66	1.39393	2.61098	109	2.48497	28.33433
67	1.39393	2.79375	110	2.54310	29.67598
68	1.39393	2.98931	111	7.08843	31.09548
69	1.39393	3.19856	112	11.63376	32.59612
70	1.39393	3.42246	113	16.17909	34.18360
71	1.39393	3.59358	114	20.72442	35.86052
72	1.39393	3.77326	115	25.26975	37.63289
73	1.39393	3.96192	116	29.81508	39.50511
74	1.39393	4.16002	117	34.36041	41.48245
75	1.39393	4.36802	118	38.90574	43.57153
76	1.39393	4.58642	119	43.45107	45.77641
77	1.39393	4.81574	120	47.99640	47.99641
			121 & later	0.00000	0.00000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT

Insured:.....[John Doe]
Issue Age and Sex:.....[35] [M]
Premium Class:.....[Standard, No Nicotine Use]
Planned Frequency of Premium Payment:[Annual]
Planned Additional Lump Sums.....[Yes]

Important: The following chart demonstrates the operation of the Coverage Protection Benefit. Because your policy is a flexible-premium policy and not a fixed-premium policy, you can choose to pay premiums in any pattern including a payment pattern that differs from that shown in this demonstration; the Coverage Protection Benefit will keep your policy in effect as long as the Coverage Protection Amount minus any Loan Balance is at least equal to zero. See the Coverage Protection Benefit part of this policy, specifically the Coverage Protection Amount, (section 11.2) for details. Operation of other policy features that generate a positive Net Cash Surrender Value can also keep your policy in effect.

When you applied for this policy, we were given information about the amount of the premiums you planned to pay and when you planned to pay them. The values and benefits shown in the chart below are based on this planned-premium payment pattern and the Assumptions described below.

Assumptions:

- We credit any 1035 premium received by the end of the first Policy Year as if it were received on the Policy Date;
- We credit each other premium, including 1035 premium received after the first Policy Year, as if it were received on the first day of the Policy Month in which it was received;
- You do not decrease the Initial Specified Amount;
- You do not add any Rider after delivery of the policy to you that has an additional charge or change any Rider such that the charge for it increases; and
- You do not take any withdrawals or any policy loans except a policy loan transferred to this policy in any 1035 Exchange (Note: The Death Benefits shown in the chart below include the effect of this policy loan).

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>		<u>Total Planned Premiums Paid in Policy Year</u>	<u>Death Benefit *</u>
1	35	\$	4,270.87	\$ 250,000
2	36		4,270.87	250,000
3	37		4,270.87	250,000
4	38		4,270.87	250,000
5	39		4,270.87	250,000
6	40		4,270.87	250,000
7	41		4,270.87	250,000
8	42		4,270.87	250,000
9	43		4,270.87	250,000
10	44		4,270.87	250,000
11	45		4,270.87	250,000
12	46		4,270.87	250,000
13	47		4,270.87	250,000
14	48		4,270.87	250,000
15	49		4,270.87	250,000
16	50		4,270.87	250,000
17	51		4,270.87	250,000
18	52		4,270.87	250,000
19	53		4,270.87	250,000
20	54		4,270.87	250,000
21	55		4,270.87	250,000
22	56		4,270.87	250,000
23	57		4,270.87	250,000
24	58		4,270.87	250,000
25	59		4,270.87	250,000
26	60		4,270.87	250,000
27	61		4,270.87	250,000
28	62		4,270.87	250,000
29	63		4,270.87	250,000
30	64		4,270.87	250,000
31	65		4,270.87	250,000
32	66		4,270.87	250,000
33	67		4,270.87	250,000
34	68		4,270.87	250,000
35	69		4,270.87	250,000
36	70		4,270.87	250,000
37	71		4,270.87	250,000
38	72		4,270.87	250,000
39	73		4,270.87	250,000
40	74		4,270.87	250,000
41	76		4,270.87	250,000
42	76		4,270.87	250,000
43	77		4,270.87	250,000
44	78		4,270.87	250,000
45	78		4,270.87	250,000
46	75		4,270.87	250,000
47	81		4,270.87	250,000
48	82		4,270.87	250,000
49	83		4,270.87	250,000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>	<u>Total Planned Premiums Paid in Policy Year</u>	<u>Death Benefit *</u>
50	84	\$ 4,270.87	\$ 250,000
51	85	4,270.87	250,000
52	86	4,270.87	250,000
53	87	4,270.87	250,000
54	88	4,270.87	250,000
55	89	4,270.87	250,000
56	90	4,270.87	250,000
57	91	4,270.87	250,000
58	92	4,270.87	250,000
59	93	4,270.87	250,000
60	94	4,270.87	250,000
61	95	4,270.87	250,000
62	96	4,270.87	250,000
63	97	4,270.87	250,000
64	98	4,270.87	250,000
65	99	4,270.87	250,000
66	100	4,270.87	250,000
67	101	4,270.87	250,000
68	102	4,270.87	250,000
69	103	4,270.87	250,000
70	104	4,270.87	250,000
71	105	4,270.87	250,000
72	106	4,270.87	250,000
73	107	4,270.87	250,000
74	108	4,270.87	250,000
75	109	4,270.87	250,000
76	110	4,270.87	250,000
77	111	4,270.87	250,000
78	112	4,270.87	250,000
79	113	4,270.87	250,000
80	114	4,270.87	250,000
81	115	4,270.87	250,000
82	116	4,270.87	250,000
83	117	4,270.87	250,000
84	118	4,270.87	250,000
85	119	4,270.87	250,000
86	120	4,270.87	250,000
87	121	0.00	250,000

* The death benefits are shown as of the beginning of a Policy Year and are based payment of planned premiums as shown. If the premium payments shown are paid and result in the policy's remaining in effect to age 121 (shown in the chart by a death benefit at age 121), the policy will remain in effect for the life of the Insured from that point forward.

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5. DEFINITIONS, KEY TERMS

The following are key words used in this policy. When these words are used, they are capitalized. Also, some words are capitalized and described within the Schedules (sections 2, 3), the Demonstration (section 4), or within provisions throughout this policy.

1035 Exchange – an exchange of contracts with respect to which no gain or loss is recognized at the time of the exchange for federal income-tax purposes under the provisions of section 1035 of the Internal Revenue Code of 1986, as amended, or similar statute replacing such section.

1035 Premium – is premium received from one or more life insurance contracts exchanged for this policy as part of a 1035 Exchange.

Attained Age – is the Issue Age shown in the **Schedule** (section 2) plus the number of whole years that have elapsed since the Policy Date.

Consent – is a written communication from an irrevocable Beneficiary, spouse or assignee of record acknowledging and approving a change that you request. We must receive it at our Service Center in format and substance acceptable to us.

Date of Issue – is the date this policy is considered to have been produced. It is shown in the **Schedule** (section 2).

Evidence – is proof that the Insured is eligible for insurance according to our underwriting rules for providing insurance and is provided in format and substance acceptable to us.

Factored Policy Value – is the amount determined by multiplying the Policy Value on any given date by the death benefit factor for the Policy Month that includes that date.

Increased Cost Rating – is the cost associated with an increased likelihood that the Insured will die because of medical, activity-related, or other mortality risks. This extra cost will be in the form of one or more of the following:

- a table rating for all Policy Years;
- a permanent flat extra for all Policy Years;
- a temporary flat extra for a specific number of Policy Years.

Each Increased Cost Rating is shown in the **Schedule** (section 2).

Issue Age – is shown in the **Schedule** (section 2). If the Policy Date is closer to the Insured's next birthday than to the most recent birthday, Issue Age will be the age on that next birthday. If equally close, Issue Age will be the Insured's age on the most recent birthday.

Monthly Deduction Stop Date – is the Policy Anniversary nearest the Insured's 121st birthday. It is the date we stop taking Monthly Deductions and Coverage Protection Monthly Deductions. The Monthly Deduction Stop Date is shown in the **Schedule** (section 2) and is referenced throughout **Premium Provisions** (section 7), **Policy Loans** (section 10), and **General Provisions** (section 6).

Net Cash Surrender Value – is the Policy Value minus any applicable Surrender Charge shown in the **Schedule** minus the Loan Balance (section 10.2).

Notice – is a signed and dated written communication from you for a policy change. We must receive it at our Service Center in format and substance acceptable to us. It must include necessary identifying information and the Policy Number, if available. We must receive your Notice to be responsible for making a policy change.

Policy Anniversary – the first day of each Policy Year after the first Policy Year. A Policy Anniversary occurs every year on the same day and month as the Policy Date. If the Policy Date is February 29, then March 1 will be the Policy Anniversary in any year that is not a leap year.

Policy Month – The first Policy Month begins on the Policy Date. Each subsequent Policy Month begins on the same day of the month as the Policy Date unless the month does not contain that day. In that case, the Policy Month will begin on the first day of the next calendar month.

Policy Year – The first Policy Year begins on the Policy Date. Each subsequent Policy Year begins on a Policy Anniversary. A Policy Year ends on the day before the next Policy Anniversary.

Premium Class – is the class to which the Insured is assigned based on information in the application and obtained during underwriting. The Premium Class is shown in the **Schedule** (section 2).

Request – is a signed and dated written communication from you for a policy change that requires our approval. We must receive it at our Service Center in format and substance acceptable to us. It must include necessary identifying information and the Policy Number, if available.

Specified Amount – when the policy is not in the Corridor, the Specified Amount is the death benefit.

6. GENERAL PROVISIONS

6.1 THE CONTRACT

The entire contract consists of this policy, each attached application and any attached endorsements, Riders and amendments.

An application includes all forms that we tell you are part of the application, including application forms, supplemental forms and amendments. We attached a true copy of the original application to this policy that was delivered to you. If this policy is changed after it is delivered, we will send you a true copy of your application for change and tell you to attach it to this policy. We will consider any application we send to you after delivery the same as if it had been attached at delivery.

All statements made in an application are considered, in the absence of fraud, to be representations and not warranties. No statement will void this policy or be used to defend a claim unless it is contained in the application.

While the Insured is alive, you may amend this policy with our consent. Only our authorized officers can consent to change or waive policy provisions. Any change or waiver must be made in writing.

6.2 DATE INSURANCE BEGINS

The Date Insurance Begins is the earliest of:

- the date of any temporary insurance agreement between you and us made in connection with the original application;
- the date we mail or fax a surrender request in connection with any 1035 Exchange agreement between you and us and in connection with the original application; and
- the date of delivery.

The date of delivery is the date this policy is delivered to you and the first premium is paid provided that on that date all proposed Insureds are living and in the same health and condition of insurability as described in the original application.

6.3 POLICY DATE

The Policy Date is the same as the Date Insurance Begins unless you consented in writing to another mutually agreeable date. All fees, charges, and deductions begin as of the Policy Date. The Policy Date is shown in the **Schedule** (section 2). It is the date from which Policy Anniversaries, Policy Years and Policy Months are measured.

6.4 OWNER AND BENEFICIARY

The Owner, Contingent Owner, Primary Beneficiary and Contingent Beneficiary are as named in the original application or as later changed by Notice. Any Contingent Owner is revoked if the Insured becomes the Owner.

As Owner, you have all rights stated in this policy. The Contingent Owner will become the Owner and assume all ownership rights if the Owner dies or ceases to exist before the Insured dies. If there is no Contingent Owner or if the Contingent Owner does not survive the Owner, either the Owner's estate or the Owner's successor in interest (in the case of an Owner that is not a natural person) will assume all ownership rights.

A Beneficiary's interest ends if that Beneficiary dies or ceases to exist (if not a natural person) before the Insured dies. If it cannot be determined whether the Insured or Beneficiary died first, then that Beneficiary will be considered to have died before the Insured.

When the Insured dies, we will pay the death proceeds to any surviving Primary Beneficiaries. If there are no surviving Primary Beneficiaries, we will pay the death proceeds to any surviving Contingent Beneficiaries.

If no Beneficiaries survive, we will pay the death proceeds to you. If you do not survive the Insured, we will pay your estate or your successor in interest (if you are not a natural person).

If there is a single surviving Beneficiary, the amount payable will be the entire death proceeds. If there is more than one surviving Beneficiary with equal interests, they will share the death proceeds equally. If their interests are unequal, they will share the death proceeds in proportion to their respective interests. If their interests have not been designated, they will share in the death proceeds equally.

If a trust named as the Owner or Beneficiary of this policy exercises ownership rights or claims benefits, we are not required to verify that the trust is in effect or that any trustee is acting within their scope of authority. Payment to the trust will release us from all obligations under this policy to the extent of the payment. When we pay the trust, we are not required to verify that the payment is applied according to the trust agreement.

6.5 CHANGE OF OWNER AND BENEFICIARY

While the Insured is alive, you may change the Owner, Contingent Owner, Primary Beneficiary, and Contingent Beneficiary by Notice. The new designation will take effect as of the date you sign the Notice unless you specify a different date. The change will not affect any payment we made or any other action we took before we received the Notice. Any change of Owner revokes any revocable Beneficiary designation and any Contingent Owner designation. The terms of an irrevocable Beneficiary designation cannot be changed or revoked without that Beneficiary's Consent.

6.6 ASSIGNMENT

No assignment will bind us until we receive and record it at our Service Center. Unless you specify a different date, the assignment will be effective as of the date signed; however, we will not be liable for action taken before we receive the assignment and we will not be required to verify that the assignment is valid or effective.

An irrevocable Beneficiary must give Consent to an assignment. If you live in a community property state, we also may require your spouse or legally recognized partner to give Consent.

6.7 MISSTATEMENT

If the Insured's age or sex is misstated, we will determine this policy's death benefit by adjusting: (1) the Specified Amount and (2) the death benefit factors. The date of adjustment will be the date the misstatement was discovered if the Insured is alive on that date; otherwise, it will be the date of the Insured's death.

The adjusted Specified Amount is $[(a - b) \times c] + b$ where:

- a) is the Specified Amount on the date of adjustment;
- b) is the Policy Value on the date of adjustment;
- c) is the ratio of the monthly risk rate used to calculate the most recent cost of insurance to the monthly risk rate that should have been used to calculate the most recent cost of insurance based on the correct information.

The adjusted Factored Policy Value is the Factored Policy Value on the date of adjustment calculated using the correct death benefit factor.

The adjusted death benefit for this policy on the date of adjustment will be either the adjusted Specified Amount or the adjusted Factored Policy Value, whichever is appropriate.

If the Insured is alive on the date of adjustment, we will use the adjusted Specified Amounts, the correct death benefit factors, and the correct monthly risk rates, in calculating the future Policy Value, Net Cash Surrender Value, and death benefit. In addition, we will use the adjusted Specified Amount, the correct death benefit factors, and the correct Coverage Protection monthly rates, in calculating the future Coverage Protection Amount (section 11.2).

We will extrapolate the monthly risk rates and the Coverage Protection monthly rates if the Insured's correct Issue Age exceeds the maximum issue age for this policy.

6.8 PREMIUM CLASS CHANGE

You may apply for a change in the Insured's Premium Class by Request as defined in Section 5.

6.9 SUICIDE

If the Insured, while sane or insane, dies by suicide within two years from and including the earlier of the Date Insurance Begins and the Date of Issue, the death proceeds will be an amount that equals:

- the sum of all premiums paid; minus
- the Loan Balance on the date of the Insured's death; minus
- the sum of all Gross Withdrawal Amounts.

6.10 INCONTESTABILITY

With respect to statements made in the original application, this policy is not contestable except for fraud, after it has been in effect during the Insured's lifetime for a period of two years beginning with the earlier of the Date Insurance Begins and the Date of Issue. With respect to statements made in a supplemental application, the applicable policy change is not contestable except for fraud, after it has been in effect during the Insured's lifetime for a period of two years beginning with its effective date. With respect to statements made in an application for reinstatement, this policy is not contestable except for fraud, after it has been in effect during the Insured's lifetime for a period of two years beginning with the date of reinstatement.

This provision applies to any Rider that does not contain a provision regarding contestability.

6.11 ANNUAL REPORT

An annual report will be sent to you except when the policy is being continued as paid up insurance. It will show the following for the period covered by the report:

- the Policy Values;
- policy activity, including credits and deductions;
- the Coverage Protection Amount at the end of the period; and
- any other information required by state law and regulation.

If asked, we will provide a new projection of future guaranteed values each Policy Year free of charge.

6.12 TERMINATION OF INSURANCE

This policy will terminate in one of the following ways:

- according to the **Grace Period** provision (section 7.3);
- according to the **Surrender and Net Cash Surrender Value** provision (section 9.7); or
- upon the death of the Insured.

Any payments we receive after the date this policy terminates will not reinstate this policy. Such payments will be refunded without interest.

6.13 MONTHLY DEDUCTION STOP DATE

On and after the Monthly Deduction Stop Date, we will not take Monthly Deductions, but will:

- allow policy loans and withdrawals;
- accept premiums needed to remove this policy from a Grace Period;
- accept loan repayments;
- credit interest according to the **Credited Interest Rates** provision (section 9.5); and
- charge interest on the Loan Balance.

On and after the Monthly Deduction Stop Date, we will continue to calculate the Coverage Protection Amount but will not take Coverage Protection Monthly Deductions.

If this policy is in a Grace Period on the Monthly Deduction Stop Date, you must make the payments required to remove this policy from the Grace Period or the policy will terminate without value at the end of the Grace Period.

On and after the Monthly Deduction Stop Date, the Loan Balance can cause the policy to enter a Grace Period. See **Grace Period** (section 7.3).

Under federal tax law, this policy may not qualify as life insurance on and after Attained Age 100. It may be subject to adverse tax consequences; you should consult a tax advisor.

6.14 NONPARTICIPATING

This policy does not share in any distribution of surplus. No dividends are payable.

7. PREMIUM PROVISIONS

7.1 PREMIUMS

Payment

A premium is any amount of money you pay us that is not a loan repayment; see **Loan Repayment**, (section 10.5). This policy is a flexible premium policy; premiums are not due on any set dates. You may pay premiums in any amount, at any time and by any method acceptable to us subject to limits we impose. Your choices about the amount, timing and frequency of premium payments affect the amount and length of your coverage. Your insurance may not last as long if you do not pay premiums as you originally planned, e.g., if you pay smaller amounts, or, pay later or less frequently than planned.

The following factors also affect the amount and length of your coverage:

- interest;
- policy loans and withdrawals;
- Monthly Deductions;
- Surrender Charges; and
- decreases in the Specified Amount.

These factors, alone or in combination, may require you to make additional payments to maintain your original coverage objectives or to keep your policy from terminating even if you pay premiums in a timely manner in the originally planned amount and frequency. The premium guarantee provided by the Coverage Protection Benefit protects against future adverse changes in non-guaranteed interest rates and cost of insurance charges, but only if you pay enough premium to maintain the Coverage Protection Benefit.

The **Grace Period** provision (section 7.3) tells you when you will need to make an additional payment to keep this policy from terminating, the amount of this payment, and the effect of failing to make this payment. You must pay more premium to keep this insurance from terminating if at the beginning of a Policy Month both of the following amounts are less than zero:

- the Net Cash Surrender Value; and
- the Coverage Protection Amount (section 11.2) minus the Loan Balance (section 10.2).

Method and Frequency of Payment

After the first premium, you may pay premiums:

- by electronic funds transfer arranged with our Service Center;
- to our premium payment address; or
- to one of our appointed life insurance agents but only in exchange for a receipt signed by one of our officers and countersigned by the life insurance agent.

We will only send reminder notices for premiums paid annually, semiannually or quarterly, but will process electronic funds transfers annually, semiannually, quarterly or monthly.

Limitations on Payment

We may limit a premium payment to the amount required to keep this policy in effect if the premium payment increases the net amount at risk.

7.2 REFUND OR RETURN OF PREMIUM

No premiums will be refunded or returned except as specifically stated in the **Right to Examine and Return Policy** provision on the first page, in the **Termination of Insurance** section (section 6.12), and in the **Death Proceeds** section (section 8.2).

7.3 GRACE PERIOD

A Grace Period is a period of time during which an additional payment must be made to keep this policy from terminating. The policy, and any Riders that have not terminated remain in effect during a Grace Period.

If at the beginning of a Policy Month, the Net Cash Surrender Value is less than zero and the Coverage Protection Amount minus the Loan Balance is less than zero, a 62-day Grace Period will begin.

We will send a Grace Period notice to you, to any assignee of record, and to any representative you have named at the addresses we have on record. This notice will show a payment amount that includes the amount required to remove this policy from the Grace Period plus an additional amount that will keep the policy in effect for two consecutive policy months. The amount required to remove the policy from the Grace Period is equal to the lesser of the Net Cash Surrender Value Shortage and the Coverage Protection Benefit Shortage.

The Net Cash Surrender Value Shortage is the smallest amount of premium or loan repayment or combination of the two that will make the Net Cash Surrender Value equal zero as of the beginning of the Policy Month in which this shortage is being determined.

The Coverage Protection Benefit Shortage is the smallest amount of premium or loan repayment or combination of the two that will make the Coverage Protection Amount minus the Loan Balance equal zero as of the beginning of the Policy Month in which this shortage is being determined.

This policy and all Riders will terminate without value if you do not make a payment sufficient to remove this policy from the Grace Period by the later of:

- the 31st day after we mail the Grace Period notice; and
- the 62nd day of the Grace Period.

Death During a Grace Period

If the Insured dies during a Grace Period, we will subtract from the death proceeds the lesser of the Net Cash Surrender Value Shortage and the Coverage Protection Benefit Shortage. These shortages will be determined as of the date the Insured dies.

7.4 REINSTATEMENT

If this policy terminates according to the **Grace Period** provision (section 7.3), within five years of the beginning of the Grace Period, you may ask us to reinstate this policy. However, this policy cannot be reinstated on or after the Monthly Deduction Stop Date.

To reinstate this policy, you must:

- provide Evidence for the Premium Class in effect when this policy terminated;
- repay or reinstate any Loan Balance;
- pay at least the lesser of:
 - the smallest payment of premium or loan repayment or combination of the two that will make the Net Cash Surrender Value equal zero as of the end of the Grace Period; and
 - the smallest payment of premium or loan repayment or combination of the two that will make the Coverage Protection Amount minus the Loan Balance equal zero as of the end of the Grace Period.

If the Insured is alive on the date all the above conditions are satisfied, we will reinstate this policy including any applicable Surrender Charges and the Coverage Protection Benefit on that date; that will be the date of reinstatement.

The Surrender Charge on the date of reinstatement will be an amount not greater than the Surrender Charge on the date of termination.

8. INSURANCE PROVISIONS

8.1 DEATH BENEFIT

The amount of the death benefit is the greater of:

- the Specified Amount as of the date of the Insured's death; and
- the Factored Policy Value as of the date of the Insured's death.

We have defined the death benefit so that this policy will qualify as life insurance under Section 7702 of the Internal Revenue Code of 1986 (IRC), as amended, or under any federal income tax law replacing section 7702. This policy will qualify as life insurance under Section 7702 as long as the relationship between the death benefit and the Policy Value meets the specific requirements of Section 7702. The death benefit factors shown in the **Schedule** (section 2) are the means by which this policy maintains that relationship.

The death benefit factors for the Initial Specified Amount are shown in the **Schedule** (section 2). If you change the Specified Amount or Premium Class, new death benefit factors may apply. We will tell you the new death benefit factors.

8.2 DEATH PROCEEDS

Subject to the terms of this policy, the death proceeds become payable if the Insured dies while this policy is in effect. The death proceeds will be paid in one sum or according to **Settlement Options** (section 12). The death proceeds equal:

- the death benefit as defined in the **Death Benefit** provision (section 8.1); minus
- the Loan Balance as of the date of the Insured's death.

We will adjust the amount of the death proceeds because of any or all of the following:

- a misstatement of age or sex;
- a successful contest of this policy; or
- death during a Grace Period.

We will pay interest on death proceeds not paid within 30 days after all of the items specified in the first paragraph on the face page of the policy are received at the Service Center. We will pay interest at the rate of 8% a year unless otherwise provided by settlement option.

If the Insured dies by suicide, we will determine the amount of the death proceeds as provided in the **Suicide** provision (section 6.9) and not according to this section.

In addition to the death proceeds, we will return any premiums we receive after the first day of the Policy Month in which the Insured died.

8.3. CHANGES IN SPECIFIED AMOUNT

No decreases in Specified Amount are allowed in the first 12 Policy Months except decreases because of withdrawals.

Increase in Specified Amount

An increase of the Specified Amount is not permitted.

Decrease in Specified Amount

Our approval is not required to decrease the Specified Amount. The effective date of the decrease will be the beginning of the Policy Month on or immediately following the date we receive the Notice to make the change unless we agree to another date you have requested.

We will decrease the Specified Amount to the amount you request, but to no less than the Minimum Specified Amount shown in the **Schedule** (section 2).

We will subtract a charge from the Policy Value on the effective date of the decrease. The amount of the charge will be (a) multiplied by (b) divided by (c) where:

- a) is the decrease in the Specified Amount;
- b) is the Surrender Charge for the Policy Year of the decrease;
- c) is the Specified Amount immediately prior to the decrease.

We will reduce the Policy Value by the amount of this charge as of the effective date of the decrease. We will notify you of the amount of this charge. We will not reduce the Policy Value to zero or to an amount less than zero.

As of the effective date of a decrease in Specified Amount, we will reduce the Surrender Charges shown in the **Schedule** (section 2) in the same proportion as the decrease bears to the Specified Amount immediately prior to the decrease. We will provide a copy of the adjusted Surrender Charges. We will not change the Monthly Expense Charge as a result of a decrease in the Specified Amount.

If the death benefit factors need to be adjusted, we will notify you of any adjustment.

9. NONFORFEITURE PROVISIONS

9.1 POLICY VALUE

The Policy Value on the Policy Date equals:

- any net premium credited on the Policy Date; minus
- the **Monthly Deduction** (section 9.4) for the first Policy Month.

Net premium is the premium paid minus the Premium Expense Charge shown in the **Schedule** (section 2).

The Policy Value at the beginning of any Policy Month other than the first Policy Month equals:

- the Policy Value at the beginning of the prior Policy Month; plus
- interest for the prior Policy Month; plus
- each net premium credited to the Policy Value since the beginning of the prior Policy Month plus interest from the day it is credited to the beginning of the Policy Month; minus
- the Gross Withdrawal Amount for each withdrawal made since the beginning of the prior Policy Month with interest from the Withdrawal Date; minus
- any charge for a decrease in Specified Amount effective at the beginning of the prior Policy Month; minus
- the monthly deduction for the current Policy Month.

The Policy Value on any other day of the Policy Month equals:

- the Policy Value at the beginning of the Policy Month; plus
- interest on this Policy Value from the beginning of the Policy Month; plus
- each net premium credited to the Policy Value since the beginning of the Policy Month plus interest from the day it is credited to the day on which the Policy Value is being determined; minus
- the Gross Withdrawal Amount for each withdrawal made since the beginning of the Policy Month with interest from the Withdrawal Date to the day on which the Policy Value is being determined.

Any additional amounts credited to the Policy Value are nonforfeitable after they are credited. Upon surrender or withdrawal, any additional amounts credited may be reduced by the amount of the surrender charge or withdrawal charge.

9.2 COST OF INSURANCE

The Cost of Insurance for a Policy Month equals (a) multiplied by (b) where:

- a) is the monthly risk rate per thousand;
- b) is the number of thousands of Net Amount at Risk for that month.

The net amount at risk for a Policy Month equals (a) divided by (b) where:

- a) is the Specified Amount minus the projected policy value at the end of the Policy Month;
- b) is one plus the monthly decimal equivalent of the applicable credited interest rate as shown in the **Schedule**.

The projected policy value at the end of a Policy Month is the Policy Value for at the beginning of that month, accumulated with interest to the end of that month at the rate(s) assumed to be credited for that month.

9.3 MONTHLY RISK RATES

The monthly risk rates are based on the Specified Amount; Issue Age and Premium Class; the length of time the insurance has been in effect and the sex of the Insured. The Maximum Monthly Risk Rates for the Initial Specified Amount are shown in the **Schedule** (section 2). We may use lower, non-guaranteed monthly risk rates. These rates are available upon request.

9.4 MONTHLY DEDUCTION

The monthly deduction is comprised of:

- the **Cost of Insurance** (section 9.2) for the Policy Month;
- the cost of Riders for the Policy Month;
- the Monthly Administrative Fee shown in the **Schedule** (section 2); and
- the Monthly Expense Charge for the Policy Month.

9.5 CREDITED INTEREST RATES

Interest accrues daily, is credited to Policy Value at the beginning of each Policy Month and is compounded annually. We will not credit negative interest on any portion of the Policy Value.

The credited interest rate used in the calculation of the Policy Value will never be less than the Guaranteed Minimum Credited Interest Rate shown in the **Schedule** (section 2). Interest in excess of the Guaranteed Minimum Credited Interest Rate may be applied as we determine, but will be credited at least annually.

9.6 CHANGES IN RATES AND CHARGES

At our sole discretion, we may change the monthly risk rates or the credited interest rate at any time. The monthly risk rates will never exceed the maximum monthly risk rates. Credited interest rates will never be less than the Guaranteed Minimum Credited Interest Rate.

We will base any change on our expectations as to future investment earnings, mortality, persistency, expenses and taxes. We will not make a change in order to distribute past gains or recoup prior losses. Any change in the monthly risk rates will apply to all insureds with the same combination of the following: Attained Age; Sex; length of time insurance has been in effect; Specified Amount; Policy Value; Premium Class; and policy form.

Changes in rates will affect the growth of the Policy Value and may also affect the length of time that the insurance remains in effect.

9.7 SURRENDER AND NET CASH SURRENDER VALUE

You may surrender this policy by filing Notice and returning the policy to us. The Insured must be alive on the date of the Notice for us to process the surrender.

Policy surrender will occur on the date of surrender; that date will be the earlier of:

- the first day of the Policy Month on or after the date we receive the Notice; and
- the date we process the surrender.

This policy will terminate upon surrender of this policy. A Grace Period will not apply if this policy is terminated because of surrender.

The amount payable upon surrender is the Net Cash Surrender Value (the Policy Value minus the applicable Surrender Charge minus the Loan Balance) as of the date of surrender. If the date of surrender is within 30 days after a Policy Anniversary, the Net Cash Surrender Value will not be less than:

- the Net Cash Surrender Value on the Policy Anniversary; minus
- any policy loan made since the Policy Anniversary, including accrued interest; minus
- the Gross Withdrawal Amount for each withdrawal made since the Policy Anniversary, including interest on each amount.

We may defer payment up to six months after the date we received the Notice.

9.8 WITHDRAWAL

A withdrawal is a way to take out a portion, but not all, of the Net Cash Surrender Value. During the Insured's lifetime you may make a withdrawal by filing Notice. You cannot make a withdrawal while this policy is being continued as paid-up insurance as set out in the **Paid-Up Insurance** provision (section 9.9).

The withdrawal date is the date we withdraw the money from the policy.

The maximum amount available for withdrawal will be the lesser of:

- the Net Cash Surrender Value on the withdrawal date minus the Administrative Fee for withdrawal and minus loan interest to the end of the Policy Year; and
- the amount that would reduce the Specified Amount to the Minimum Specified Amount shown in the **Schedule** (section 2).

We may defer payment of a withdrawal up to six months after we receive your Notice; however, we will not defer payment if the withdrawal is for payment of premiums for any policy you have with us.

We will decrease the Specified Amount on the withdrawal date by an amount equal to the greater of zero and the quantity of (a) minus (b) where:

- a) is the Gross Withdrawal Amount;
- b) is the greater of (i) and (ii), rounded to the nearest dollar, where:
 - i) is zero; and
 - ii) is the Policy Value immediately prior to the withdrawal date minus the result obtained by dividing the Specified Amount on the withdrawal date by the death benefit factor applicable on the withdrawal date.

We will reduce the Policy Value on the withdrawal date by the Gross Withdrawal Amount. The Gross Withdrawal Amount equals:

- the Administrative Fee for Withdrawal shown in the **Schedule** (section 2); plus
- the amount paid to you; plus
- a withdrawal charge equal to a pro rata portion of the Surrender Charge immediately prior to the withdrawal date. This ratio is equal to the amount paid to you divided by the Specified Amount immediately prior to the withdrawal date.

After the withdrawal, the Surrender Charges are reduced by the ratio described above. We will notify you of the amount of the withdrawal charge and the new Surrender Charges. The reductions in Specified Amount, Policy Value, and Surrender Charges will be effective as of the withdrawal date.

9.9 PAID-UP INSURANCE

If this policy has a Net Cash Surrender Value greater than zero, you may elect to continue it as a level amount of paid-up insurance by filing Notice. The effective date of the paid-up insurance will be the first day of the Policy Month on or after the date we receive the Notice, provided the Insured is alive on that date.

To determine the amount of paid-up insurance, we will apply the Net Cash Surrender Value on the effective date of the paid-up insurance as a net single premium at the Insured's Attained Age. We will use the ***Paid-Up Insurance Interest Rate*** shown in the ***Schedule*** (section 2) to calculate the net single premium.

You may obtain a loan upon the sole security and assignment of this paid-up insurance. The largest amount available as a policy loan equals the net single premium for the paid-up benefit calculated as of the end of the Policy Year minus the loan balance resulting from each policy loan made after the effective date of the paid-up insurance.

You may surrender this paid-up insurance at any time for its Net Cash Surrender Value. This value is the net single premium at the Insured's Attained Age for the paid-up benefit minus the loan balance resulting from each policy loan made after the effective date of the paid-up insurance.

If the date of surrender is within 30 days after a Policy Anniversary, the Net Cash Surrender Value will be no less than the Net Cash Surrender Value on the Policy Anniversary minus each policy loan, with accrued interest, made since the Policy Anniversary.

We will not provide an annual report when this policy is continued as paid-up insurance.

9.10 BASIS OF COMPUTATIONS

The mortality table and rates of interest used in calculating minimum Policy Values and paid up insurance net single premiums are shown in the ***Schedule*** (section 2). Values are at least equal to those required by statute in the state in which this policy was delivered. A detailed statement of the method of computing these values has been filed with the insurance department of that state.

10. POLICY LOANS

10.1 CASH LOAN

We will make a loan upon the sole security and assignment of this policy. You may obtain the loan while this policy is in effect by filing Notice. The largest amount we will make available to you as a policy loan is an amount that equals:

- the loan value; minus
- the loan balance on the date the loan is to be made; minus
- loan interest to the end of the Policy Year.

The loan value equals:

- the Policy Value on the date the loan is being determined, projected to the end of the Policy Year at the Guaranteed Minimum Credited Interest Rate shown in the **Schedule** (section 2); minus
- the Surrender Charge for the Policy Year that includes the date the loan value is being determined.

When we determine the loan value, we assume the following in projecting the Policy Value to the end of the Policy Year:

- no premiums are paid for the remainder of that Policy Year;
- interest at Guaranteed Interest Rates as shown in the Schedule is paid and charged as applicable; and
- a monthly deduction equal to the monthly deduction for the Policy Month that includes the date the loan value is being determined is taken for each Policy Month remaining in that Policy Year.

10.2 LOAN BALANCE

The Loan Balance at any time equals:

- the sum of all policy loans made; minus
- the sum of all loan repayments; plus
- accrued loan interest.

The Loan Balance is segregated into preferred and non-preferred loan balances. We will allocate a policy loan to the appropriate loan balance(s) at the time a loan is made. The maximum amount that we will allocate to the preferred loan balance equals:

- the Policy Value at the time the loan is made; minus
- the Loan Balance immediately prior to the loan; minus
- the sum of the premiums paid less any Gross Withdrawal Amounts.

This amount will not be less than zero.

On a Policy Anniversary, we will reallocate the loan balance between the preferred and non-preferred loan balances. The preferred loan balance after reallocation will not exceed an amount that equals:

- the Policy Value at the time of reallocation; minus
- the sum of the premiums paid less any Gross Withdrawal Amounts.

If this policy is continued as provided in the **Paid-Up Insurance** provision (section 9.9), we will allocate any preferred loan balance to the non-preferred loan balance on the effective date of the paid-up insurance. We will not make any further allocations to the preferred loan balance as long as this policy continues as paid-up insurance.

We will apply a loan repayment to reduce the non-preferred loan balance. We then will apply any amount left over to reduce the preferred loan balance.

10.3 DEFERRAL

We may defer making a policy loan up to six months after we receive Notice; however, we will not defer a loan for payment of premiums for any policy that you have with us.

10.4 LOAN INTEREST

The **Schedule** (section 2) shows the loan interest rates charged; this rate will never exceed 8% compounded annually.

Interest accrues daily from and including the date a loan is made and is compounded annually. We will use simple interest to calculate loan interest for fractional Policy Years. If you do not pay interest when it is due, we will add it to the loan to bear interest at the same rate.

Interest on a loan is payable in arrears on each Policy Anniversary and on the earliest of these dates:

- the date of a loan repayment;
- the date of surrender of this policy;
- the date of termination of this policy; and
- the date of the Insured's death.

10.5 LOAN REPAYMENT

You may repay all or any part of a policy loan while the Insured is living and this policy is in effect. If this policy terminates as provided in the **Grace Period** section (section 7.3), you may not make a loan repayment after the end of the Grace Period unless you first reinstate this policy.

You should clearly identify your loan repayments. Before the Monthly Deduction Stop Date, we will consider an unidentified payment to be a premium payment, not a loan repayment. On and after the Monthly Deduction Stop Date, however, we will consider an unidentified payment to be a loan repayment unless a premium payment is required at that time to remove this policy from a Grace Period.

11. COVERAGE PROTECTION BENEFIT

11.1 Coverage Protection Benefit

When the Net Cash Surrender Value is less than zero, the Coverage Protection Benefit will keep this policy from entering a Grace Period if the Coverage Protection Amount at the beginning of a Policy Month minus the Loan Balance is greater than or equal to zero.

11.2 Coverage Protection Amount

The Coverage Protection Amount is equal to the sum of the following three Sub-amounts:

- Coverage Protection Sub-amount 1 (Sub-amount 1);
- Coverage Protection Sub-amount 2 (Sub-amount 2); and
- Coverage Protection Sub-amount 3 (Sub-amount 3); which is the only Sub-amount that can be negative.

The Coverage Protection Amount is **separate and distinct** from the Policy Value and all other values identified under **Nonforfeiture Provisions** (section 9). It is **not accessible** to you, the Insured or any Beneficiary **at any time for any purpose**. At the beginning of each Policy Month, we calculate the Coverage Protection Amount for the prior Policy Month and use it solely to determine whether this policy will enter a Grace Period.

11.3 Calculation of Sub-amounts

Order of Operations

We use the following Order of Operations to calculate the Sub-amount balances:

- we allocate premiums; then
- we subtract the Coverage Protection Premium Expense Charges; then
- we process any decrease in Specified Amount; then
- we allocate and subtract the Surrender Charge for any decrease in Specified Amount; then
- we allocate and subtract the Coverage Protection Monthly Deduction; then
- we calculate and add interest; then
- we allocate and subtract any Gross Withdrawal Amounts as defined in **Withdrawals** (section 9.8).

At the Beginning of a Policy Month

On the Policy Date, each Sub-amount balance is equal to zero.

At the beginning of each Policy Month after the first Policy Month, we calculate the balance for each Sub-amount for the prior Policy Month. This balance equals a) plus b) minus c) where:

- a) is a Base Amount equal to:
- the Sub-amount balance at the beginning of the prior Policy Month; plus
 - the premiums allocated to the Sub-amount on and after the beginning of the prior Policy Month; minus the applicable **Coverage Protection Premium Expense Charge** as shown in the **Schedule - Coverage Protection Benefit** (section 3); minus
 - the portion of the Surrender Charge allocated to the Sub-amount for any decreases in Specified Amount effective at the beginning of the prior Policy Month; minus
 - the portion of the Coverage Protection Monthly Deduction for the prior Policy Month allocated to the Sub-amount;
- b) is interest on the Base Amount from the beginning of the prior Policy Month;
- c) is the Gross Withdrawal Amounts allocated to the Sub-amount for any withdrawals made since the beginning of the prior Policy Month.

At the end of a Policy Year

At the end of the last Policy Month of the first Policy Year, if the calculation described in Section 11.3 would result in a negative balance in Sub-amount 3 and if Sub-amount 1 has a positive balance sufficient to cover the negative balance in Sub-amount 3, we will decrease Sub-amount 1 by the entire negative balance and set the balance in Sub-amount 3 to zero. If the balance in Sub-amount 1 is not sufficient to cover the negative balance in Sub-amount 3, we will increase Sub-amount 3 by the entire positive balance in Sub-amount 1 and set Sub-amount 1 to zero.

At the end of the last Policy Month of each Policy Year, if the calculation described in Section 11.3 would result in a positive balance in Sub-amount 3, we will increase Sub-amount 2 by the entire positive balance and set the balance in Sub-amount 3 to zero.

11.4 Allocating Gross Premiums to the Sub-amounts

We will allocate premium to the Sub-amounts as follows:

- **Sub-amount 1** – We will allocate all premium received in the first Policy Year to Sub-amount 1.
- **Sub-amount 2** – After the first Policy Year, if the Coverage Protection Amount for the Policy Month, prior to the Policy Month in which premium is received, is greater than zero, we will allocate the premium to Sub-amount 2.
- **Sub-amount 3** – After the first Policy Year, if the Coverage Protection Amount for the Policy Month, prior to the Policy Month in which premium is received, is less than or equal to zero, we will allocate the premium to Sub-amount 3. We limit the amount of premium we will allocate to Sub-amount 3. If a premium exceeds that limit, we will allocate the excess to Sub-amount 2. The limit is the amount of premium (rounded up to the nearest \$5.00) which would result in a balance of zero in Sub-amount 3 at the end of the Policy Year assuming no further premiums are paid during that year.

We allocate premium to the appropriate Sub-amount as of the beginning of the Policy Month in which it was received, regardless of when it was actually received. We allocate all 1035 Premium received during the first Policy Year as of the Policy Date; otherwise, we allocate it as of the beginning of the Policy Month in which it was received.

11.5 Coverage Protection Premium Expense Charge

The Coverage Protection Premium Expense Charge varies by Sub-amount as shown in the **Schedule - Coverage Protection Benefit** (section 3). The dollar amount referred to within the Coverage Protection Premium Expense Charge is subject to change if any of the following occurs:

- a change in the Specified Amount;
- a change in any Increased Cost Rating;
- a change in Premium Class;
- a change in the scheduled cost of any Rider; or
- the removal or termination of any Rider.

11.6 Allocating and Subtracting Charges, Deductions, and Withdrawals from the Sub-Amounts

Following the **Order of Operations** (section 11.3), we will allocate and subtract in order any Surrender Charges for Decrease in Specified Amount (section 8.3), the Coverage Protection Monthly Deduction, and any Gross Withdrawal Amounts (section 9.8) from the Sub-amounts as follows:

- Starting with Sub-amount 3, if Sub-amount 3 is positive, we will allocate and subtract from Sub-amount 3 until Sub-amount 3 equals zero or until we have allocated and subtracted the entire amount of each charge, deduction or withdrawal.
- To the extent that we cannot subtract the entire amount from Sub-amount 3, we will proceed to the other Sub-amounts in descending numerical order (Sub-amount 3 to Sub-amount 2; Sub-amount 2 to Sub-amount 1). We will allocate and subtract the remainder until we have allocated and subtracted the entire remainder or until all Sub-amounts equal zero.
- To the extent that we cannot allocate and subtract the entire remainder from Sub-amount 1, we will allocate and subtract the entire remainder from Sub-amount 3, which then will be negative.

11.7 Coverage Protection Monthly Deduction

The Coverage Protection Monthly Deduction for a Policy Month is comprised of:

- the cost of Riders for the Policy Month;
- the Coverage Protection Monthly Administrative Fee for the Policy Month shown in the **Schedule - Coverage Protection Benefit** (section 3);
- the Coverage Protection Monthly Expense Charge for the Policy Month shown in the **Schedule - Coverage Protection Benefit** (section 3); and
- the **Coverage Protection Charge** for the Policy Month (section 11.8).

11.8 Coverage Protection Charge

The Coverage Protection Charge for a Policy Month equals (a) multiplied by (b) where:

- a) is the monthly rate from the appropriate Coverage Protection Monthly Rate Table for that Policy Year as stated below;
- b) is the Coverage Protection Charge Basis for that Policy Month.

For the first policy year, Table A is the appropriate Monthly Rate Table. For each subsequent Policy Year, the appropriate Monthly Rate Table is based on the balance in Sub-amount 3 at the end of the previous Policy Year plus any premium allocated to Sub-amount 3 for the first Policy Month of the current Policy Year. If this total is zero and the Coverage Protection Amount exceeds zero, Table A is the appropriate Monthly Rate Table; otherwise, Table B is the appropriate Monthly Rate Table. The Table A and Table B Monthly Rates are shown in the **Schedule – Coverage Protection Benefit** (section 3).

The Coverage Protection Charge Basis for a Policy Month is equal to 0.001 times the difference between a) and b) where:

- a) is the **Coverage Protection Death Benefit** (section 11.9) for the month divided by [1.0024663];
- b) is the greater of zero or the Adjusted Coverage Protection Amount for that month.

The Adjusted Coverage Protection Amount for a Policy Month is the Coverage Protection Amount at the beginning of the Policy Month before subtraction of the **Coverage Protection Charge** for the prior Policy Month.

11.9 Coverage Protection Death Benefit

The Coverage Protection Death Benefit is the greater of:

- the Specified Amount as of the date the Coverage Protection Charge is being calculated; and
- the Adjusted Coverage Protection Amount times the applicable death benefit factor for the Policy Month for which the Coverage Protection Charge is being calculated.

We use the Coverage Protection Death Benefit solely to determine the Coverage Protection Charges. The Coverage Protection Death Benefit does not replace or supplement the death benefit in the **Death Benefit** provision (section 8.1) and is not available to you or any Beneficiary for any purpose.

11.10 Calculating Interest for the Base Amounts

The interest rates for each sub-amount used in calculating the Coverage Protection Amount are shown in the **Schedule – Coverage Protection Benefit** (section 3). These rates are guaranteed not to change.

When Sub-amount 3 is less than zero, the interest calculated will be negative and will increase the deficiency in Sub-amount 3.

For any policy loan, for the sole purpose of determining the interest applied to the Sub-amounts, we will allocate the Loan Balance at the beginning of a Policy Month as follows:

- starting with Sub-amount 3, we will allocate and subtract from Sub-amount 3 until we have allocated and subtracted the entire Loan Balance or until Sub-amount 3 equals zero.
- to the extent that we cannot subtract the entire Loan Balance from Sub-amount 3, we will proceed to the other Sub-amounts in descending numerical order (Sub-amount 3 to Sub-amount 2 or Sub-amount 2 to Sub-amount 1), allocating and subtracting the remaining Loan Balance until we have allocated and subtracted the entire remainder or until all Sub-amounts equal zero.
- to the extent that we cannot allocate and subtract the entire remaining Loan Balance from Sub-amount 1, we will allocate and subtract the remainder from Sub-amount 3, which then will be negative.

11.11 Termination

The Coverage Protection Benefit will end without possibility of reinstatement on the date you surrender this policy.

The Coverage Protection Benefit also will end on the date the policy terminates in accordance with the **Grace Period** provision (section 7.3), but may be reinstated with reinstatement of the policy as provided in the **Reinstatement** provision (section 7.4).

12. SETTLEMENT OPTIONS

12.1 GENERAL PROVISIONS

Death proceeds may be paid in a single sum or left with us for payment under a mutually agreeable settlement option. The amount applied under an option must be at least \$2,000. The amount of each payment under an option must be at least \$50.

You may elect or revoke a settlement option at any time before the death proceeds are payable. If no settlement option election is in effect at the time death proceeds are payable, the Payee may make an election. Notice must be filed at our Service Center. Election or revocation will take effect as of the date of the Notice. An election does not affect any payment made or other action that we may take before the Notice is received. A Payee that is not a natural person may elect a settlement option only with our approval. An assignee cannot elect a settlement option. Change of Owner or Beneficiary automatically revokes any election in effect.

12.2 DEATH OF PAYEE

Unless otherwise specified, at the death of the last Payee a final payment will be made to the Payee's estate.

12.3 INTEREST OPTION

Death proceeds will be credited to our retained asset account and can be accessed by means of a draft on the account. Interest payable on the amount of the death proceeds will be paid in the manner agreed upon when the option is elected.

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FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
Adjustable Death Benefit
Flexible Premiums Payable During the Insured's Lifetime until the Monthly Deduction Stop Date
Benefits Vary with Risk Rates and Credited Interest Rates
Nonparticipating – No Dividends

2. SCHEDULE

Flexible Premium Adjustable Life Insurance

Policy Information

Policy Number:..... [SPECIMEN]

Policy Date: [JUNE 1, 2009]

Date of Issue: [JUNE 1, 2009]

Monthly Deduction Stop Date*: [JUNE 1, 2095]

* See definition of Monthly Deduction Stop Date in **Definitions, Key Terms** (section 5).

Insured Information

Insured:..... [JOHN DOE]

Issue Age:..... [35]

Sex: [MALE]

Premium Class:..... [STANDARD NO NICOTINE USE]

Owner and Beneficiary Information

Owner: [As named in the application or as later changed by the Owner.]

Beneficiary: [As named in the application or as later changed by the Owner.]

Benefit Information

Initial Specified Amount:..... \$[250,000]

Minimum Specified Amount: \$[50,000]

Rider Information

[Accelerated Death Benefit Rider: No charge deducted from Policy Value.
 Administrative Fee deducted from claim payment.
 See Rider for details.]

2. SCHEDULE (Continued)

Premium Information

Planned Periodic Premium*:..... \$ [4,270.87] [Annually]

* The amount and frequency of the premium payment you told us you were planning to pay at the time you applied for this policy. It does not include any additional lump sum amounts you either planned to pay or rollover from another policy. It does not include changes you plan to make in later Policy Years.

[Loan Balance on Policy Date: \$[0.00]]

Fees and Charges

Monthly Administrative Fee:..... \$[7.88] per Policy Month

Monthly Expense Charge for

Initial Specified Amount:..... \$[[55.00] per Policy Month for first [86] Policy Years;
\$[0.00] thereafter.
Rate is [0.220000] /\$1,000 of Initial Specified Amount.]

Premium Expense: [12.50] % of all premium received.

2. SCHEDULE (Continued)

Fees and Charges (continued)

Administrative Fee for Withdrawal:.....\$[25.00] for each withdrawal.

Surrender Charges:

Surrender charges are applied to Surrenders and decreases in Specified Amount. (Sections 8.3 and 9.7).

Policy Year	Surrender Charge
1	\$ 6,150.00
2	5,902.50
3	5,657.50
4	5,410.00
5	5,165.00
6	4,920.00
7	4,612.50
8	4,305.00
9	3,690.00
10	3,075.00
11	2,460.00
12	1,845.00
13	1,230.00
14	615.00
15& later	0.00

Interest Rates

Policy Value

Guaranteed Minimum Credited Interest Rate:.. [3] % per year; compounded annually.

Loan Balance

Credited Interest Rate: [5.6]% per year; compounded annually.

Charged Interest Rate(s):

Preferred Loan Balance Interest Rate:..... [5.6]% per year; compounded annually.

Non-preferred Loan Balance Interest Rate:... [7.6]% per year; compounded annually.

Nonforfeiture Values Interest Rate:..... [3] % per year, compounded annually.

Paid-Up Insurance Interest Rate: [4] % per year; compounded annually.

See **Schedule – Coverage Protection Benefit** for interest rates that apply to the Coverage Protection Amount.

Mortality Table

[2001 Commissioner’s Standard Ordinary Table, Sex Distinct, Smoker Distinct, Age Nearest Birthday.]

2. SCHEDULE (Continued)

Table of Maximum Monthly Risk Rates Per \$1,000 of Net Amount at Risk for the Initial Specified Amount

This table shows the Maximum Monthly Risk Rates for the Insured's Attained Age, Sex and Premium Class shown in this **Schedule** (section 2). The Maximum Monthly Risk Rates are the highest rates we can use for the Initial Specified Amount and will not change. We may use lower, non-guaranteed rates that are available upon request. If your policy includes an Increased Cost Rating, then the risk rates shown below include an additional amount for that rating. See **Cost of Insurance** (section 9.2) and **Monthly Risk Rates** (section 9.3).

<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>
35	0.090	78	4.540
36	0.100	79	5.070
37	0.100	80	5.660
38	0.110	81	6.320
39	0.110	82	7.010
40	0.120	83	7.760
41	0.130	84	8.580
42	0.140	85	9.510
43	0.160	86	10.530
44	0.180	87	11.650
45	0.190	88	12.840
46	0.210	89	14.100
47	0.230	90	15.420
48	0.240	91	16.660
49	0.260	92	17.950
50	0.280	93	19.320
51	0.300	94	20.750
52	0.330	95	22.270
53	0.360	96	23.650
54	0.410	97	25.120
55	0.460	98	26.700
56	0.510	99	28.380
57	0.570	100	30.180
58	0.620	101	31.600
59	0.680	102	33.120
60	0.740	103	34.740
61	0.830	104	36.460
62	0.930	105	38.260
63	1.040	106	40.180
64	1.160	107	42.220
65	1.290	108	44.390
66	1.420	109	46.690
67	1.550	110	49.130
68	1.690	111	51.730
69	1.830	112	54.480
70	2.010	113	57.410
71	2.210	114	60.510
72	2.460	115	63.810
73	2.740	116	67.300
74	3.020	117	71.000
75	3.340	118	74.940
76	3.680	119	79.100
77	4.070	120	83.330
		121 & later	0.000

These risk rates are based on the Mortality Table referred to in the **Schedule** (section 2).

2. SCHEDULE (Continued)

Table of End-of-Policy-Year Death Benefit Factors for the Initial Specified Amount

This table shows the death benefit factor for the last Policy Month of each Policy Year. Death Benefit Factors for other Policy Months are available upon request. All death benefit factors are based on the Insured's Attained Age, and the Insured's Sex and Premium Class shown in the **Schedule** (section 2).

<u>End of Policy Year</u>	<u>Death Benefit Factor</u>	<u>End of Policy Year</u>	<u>Death Benefit Factor</u>
1	4.7577873	44	1.3622898
2	4.5949815	45	1.3380015
3	4.4368936	46	1.3153040
4	4.2851741	47	1.2941855
5	4.1378271	48	1.2744274
6	3.9962536	49	1.2559455
7	3.8601067	50	1.2386819
8	3.7290701	51	1.2227093
9	3.6040088	52	1.2080115
10	3.4844475	53	1.1946000
11	3.3689778	54	1.1824035
12	3.2583010	55	1.1713684
13	3.1520644	56	1.1614387
14	3.0491800	57	1.1522446
15	2.9502102	58	1.1437186
16	2.8548894	59	1.1358638
17	2.7629774	60	1.1286557
18	2.6748100	61	1.1221459
19	2.5900893	62	1.1159866
20	2.5094849	63	1.1101953
21	2.4325896	64	1.1048309
22	2.3590433	65	1.0999625
23	2.2888921	66	1.0957376
24	2.2214520	67	1.0916253
25	2.1567827	68	1.0876388
26	2.0946070	69	1.0837868
27	2.0354641	70	1.0800748
28	1.9792421	71	1.0764770
29	1.9258116	72	1.0729993
30	1.8750309	73	1.0696410
31	1.8267501	74	1.0664046
32	1.7806403	75	1.0632852
33	1.7364093	76	1.0602777
34	1.6939431	77	1.0573858
35	1.6529844	78	1.0545962
36	1.6138001	79	1.0519050
37	1.5763350	80	1.0492818
38	1.5408260	81	1.0466761
39	1.5072287	82	1.0439351
40	1.4752032	83	1.0406559
41	1.4447708	84	1.0357018
42	1.4157610	85	1.0256477
43	1.3882074	86 & later	1.0000000

For an explanation of the use of these death benefit factors, refer to the **Death Benefit** provision (section 8.1) and the **Coverage Protection Benefit** (section 11).

3. SCHEDULE - Coverage Protection Benefit

*** The Fees, Charges and Rates shown in this Schedule, Section 3, **CANNOT** change. They only apply to the Coverage Protection Benefit. ***

Fees and Charges for Coverage Protection Benefit

Coverage Protection Monthly

Administrative Fee:.....\$[4.79] per Policy Month for the first [20] Policy Years; \$[9.00] thereafter.

Coverage Protection Monthly Expense Charge

for Specified Amount:\$[0.00] per Policy Month for first [86] Policy Years; \$[0.00] thereafter.
Rate is [0.000000] /\$1,000 of Specified Amount.

Coverage Protection Premium Expense Charge

The total premium received in a Policy Year is allocated to the Coverage Protection Sub-amounts as described in **Allocating Gross Premiums to the Sub-amounts** (section 11.4). The Coverage Protection Premium Expense Charge is a percentage of the allocated premium that varies by Sub-amount as stated in **Coverage Protection Premium Expense Charge** (section 11.5) and as shown below.

For total premium received in a Policy Year up to and including \$ [321.48]:

For total premium received in a Policy Year in excess of \$ [321.48]:

<u>Policy Years</u>	<u>For total premium received in a Policy Year up to and including \$ [321.48]:</u>			<u>For total premium received in a Policy Year in excess of \$ [321.48]:</u>		
	<u>Sub-amount 1</u>	<u>Sub-amount 2</u>	<u>Sub-amount 3</u>	<u>Sub-amount 1</u>	<u>Sub-amount 2</u>	<u>Sub-amount 3</u>
1	0.000%	---	---	0.000%	---	---
[2]- [73]	---	0.000%	0.000%	---	0.000%	0.000%
[74] - [86]	---	0.000%	0.000%	---	0.000%	0.000%

3. SCHEDULE - Coverage Protection Benefit

*** The Fees, Charges and Rates shown in this Schedule, Section 3, **CANNOT** change. They only apply to the Coverage Protection Benefit. ***

Interest Rates for Coverage Protection Amount

Interest Rate on portion of Coverage Protection Amount to which loan balance is not allocated

<u>Policy Years</u>	<u>Sub-amount</u>	<u>Interest Rate, compounded annually</u>	<u>Monthly Equivalent</u>
1 – [20]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[21] – [73]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[74] & later	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month

Interest Rate on portion of Coverage Protection Amount to which loan balance is allocated

<u>Policy Years</u>	<u>Sub-amount</u>	<u>Interest Rate, compounded annually</u>	<u>Monthly Equivalent</u>
1 – [9]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[10] – [73]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[74] & later	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month

3. SCHEDULE - Coverage Protection Benefit (Continued)

Tables of Coverage Protection Monthly Rates applied to the Coverage Protection Charge Basis

These Tables show the monthly rates for the Insured's Attained Age, and the Insured's Sex and Premium Class as shown in the **Schedule** (section 2). If your policy includes an Increased Cost Rating, then the rates shown below include an additional amount for that rating. See section 11.8 for details on these rates and a description of the use of Table A and Table B.

<u>Attained Age</u>	<u>Table A Monthly Rate</u>	<u>Table B Monthly Rate</u>	<u>Attained Age</u>	<u>Table A Monthly Rate</u>	<u>Table B Monthly Rate</u>
35	0.07406	0.07406	78	1.39393	5.05653
36	0.07554	0.08295	79	1.39393	5.30936
37	0.07705	0.09290	80	1.39393	5.57483
38	0.07859	0.10405	81	1.39393	5.85357
39	0.08016	0.11654	82	1.39393	6.17552
40	0.08176	0.13052	83	1.39393	6.51517
41	0.08340	0.14468	84	1.39393	6.87350
42	0.08507	0.15884	85	1.42654	7.25154
43	0.08677	0.17503	86	1.45991	7.81260
44	0.08851	0.19425	87	1.49406	8.41707
45	0.09028	0.21756	88	1.52901	9.06831
46	0.09209	0.24367	89	1.56478	9.76994
47	0.09393	0.27291	90	1.60139	10.52585
48	0.09581	0.30496	91	1.63885	11.25769
49	0.09773	0.33701	92	1.67719	12.00867
50	0.09968	0.36518	93	1.71643	12.78943
51	0.10167	0.39723	94	1.75659	13.60493
52	0.10370	0.43122	95	1.79768	14.44973
53	0.10577	0.47590	96	1.83974	15.27521
54	0.10789	0.52349	97	1.88278	16.14367
55	0.45553	0.68330	98	1.92683	17.07444
56	0.91106	1.25638	99	1.97191	18.06348
57	1.39393	1.39393	100	2.01804	19.11678
58	1.39393	1.49499	101	2.06525	19.92450
59	1.39393	1.60338	102	2.11357	20.78272
60	1.39393	1.71963	103	2.16302	21.69326
61	1.39393	1.84430	104	2.21362	22.65894
62	1.39393	1.97801	105	2.26541	23.66699
63	1.39393	2.12142	106	2.31841	24.73528
64	1.39393	2.27522	107	2.37265	25.86696
65	1.39393	2.44017	108	2.42816	27.06564
66	1.39393	2.61098	109	2.48497	28.33433
67	1.39393	2.79375	110	2.54310	29.67598
68	1.39393	2.98931	111	7.08843	31.09548
69	1.39393	3.19856	112	11.63376	32.59612
70	1.39393	3.42246	113	16.17909	34.18360
71	1.39393	3.59358	114	20.72442	35.86052
72	1.39393	3.77326	115	25.26975	37.63289
73	1.39393	3.96192	116	29.81508	39.50511
74	1.39393	4.16002	117	34.36041	41.48245
75	1.39393	4.36802	118	38.90574	43.57153
76	1.39393	4.58642	119	43.45107	45.77641
77	1.39393	4.81574	120	47.99640	47.99641
			121 & later	0.00000	0.00000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT

Insured:.....[John Doe]
Issue Age and Sex:.....[35] [M]
Premium Class:.....[Standard, No Nicotine Use]
Planned Frequency of Premium Payment:[Annual]
Planned Additional Lump Sums.....[Yes]

Important: The following chart demonstrates the operation of the Coverage Protection Benefit. Because your policy is a flexible-premium policy and not a fixed-premium policy, you can choose to pay premiums in any pattern including a payment pattern that differs from that shown in this demonstration; the Coverage Protection Benefit will keep your policy in effect as long as the Coverage Protection Amount minus any Loan Balance is at least equal to zero. See the Coverage Protection Benefit part of this policy, specifically the Coverage Protection Amount, (section 11.2) for details. Operation of other policy features that generate a positive Net Cash Surrender Value can also keep your policy in effect.

When you applied for this policy, we were given information about the amount of the premiums you planned to pay and when you planned to pay them. The values and benefits shown in the chart below are based on this planned-premium payment pattern and the Assumptions described below.

Assumptions:

- We credit any 1035 premium received by the end of the first Policy Year as if it were received on the Policy Date;
- We credit each other premium, including 1035 premium received after the first Policy Year, as if it were received on the first day of the Policy Month in which it was received;
- You do not decrease the Initial Specified Amount;
- You do not add any Rider after delivery of the policy to you that has an additional charge or change any Rider such that the charge for it increases; and
- You do not take any withdrawals or any policy loans except a policy loan transferred to this policy in any 1035 Exchange (Note: The Death Benefits shown in the chart below include the effect of this policy loan).

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>		<u>Total Planned Premiums Paid in Policy Year</u>		<u>Death Benefit *</u>
1	35	\$	4,270.87	\$	250,000
2	36		4,270.87		250,000
3	37		4,270.87		250,000
4	38		4,270.87		250,000
5	39		4,270.87		250,000
6	40		4,270.87		250,000
7	41		4,270.87		250,000
8	42		4,270.87		250,000
9	43		4,270.87		250,000
10	44		4,270.87		250,000
11	45		4,270.87		250,000
12	46		4,270.87		250,000
13	47		4,270.87		250,000
14	48		4,270.87		250,000
15	49		4,270.87		250,000
16	50		4,270.87		250,000
17	51		4,270.87		250,000
18	52		4,270.87		250,000
19	53		4,270.87		250,000
20	54		4,270.87		250,000
21	55		4,270.87		250,000
22	56		4,270.87		250,000
23	57		4,270.87		250,000
24	58		4,270.87		250,000
25	59		4,270.87		250,000
26	60		4,270.87		250,000
27	61		4,270.87		250,000
28	62		4,270.87		250,000
29	63		4,270.87		250,000
30	64		4,270.87		250,000
31	65		4,270.87		250,000
32	66		4,270.87		250,000
33	67		4,270.87		250,000
34	68		4,270.87		250,000
35	69		4,270.87		250,000
36	70		4,270.87		250,000
37	71		4,270.87		250,000
38	72		4,270.87		250,000
39	73		4,270.87		250,000
40	74		4,270.87		250,000
41	76		4,270.87		250,000
42	76		4,270.87		250,000
43	77		4,270.87		250,000
44	78		4,270.87		250,000
45	78		4,270.87		250,000
46	75		4,270.87		250,000
47	81		4,270.87		250,000
48	82		4,270.87		250,000
49	83		4,270.87		250,000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>	<u>Total Planned Premiums Paid in Policy Year</u>	<u>Death Benefit *</u>
50	84	\$ 4,270.87	\$ 250,000
51	85	4,270.87	250,000
52	86	4,270.87	250,000
53	87	4,270.87	250,000
54	88	4,270.87	250,000
55	89	4,270.87	250,000
56	90	4,270.87	250,000
57	91	4,270.87	250,000
58	92	4,270.87	250,000
59	93	4,270.87	250,000
60	94	4,270.87	250,000
61	95	4,270.87	250,000
62	96	4,270.87	250,000
63	97	4,270.87	250,000
64	98	4,270.87	250,000
65	99	4,270.87	250,000
66	100	4,270.87	250,000
67	101	4,270.87	250,000
68	102	4,270.87	250,000
69	103	4,270.87	250,000
70	104	4,270.87	250,000
71	105	4,270.87	250,000
72	106	4,270.87	250,000
73	107	4,270.87	250,000
74	108	4,270.87	250,000
75	109	4,270.87	250,000
76	110	4,270.87	250,000
77	111	4,270.87	250,000
78	112	4,270.87	250,000
79	113	4,270.87	250,000
80	114	4,270.87	250,000
81	115	4,270.87	250,000
82	116	4,270.87	250,000
83	117	4,270.87	250,000
84	118	4,270.87	250,000
85	119	4,270.87	250,000
86	120	4,270.87	250,000
87	121	0.00	250,000

* The death benefits are shown as of the beginning of a Policy Year and are based payment of planned premiums as shown. If the premium payments shown are paid and result in the policy's remaining in effect to age 121 (shown in the chart by a death benefit at age 121), the policy will remain in effect for the life of the Insured from that point forward.

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT

Insured:.....[John Doe]
Issue Age and Sex:.....[35] [M]
Premium Class:[Standard, No Nicotine Use]
Planned Frequency of Premium Payment:.....[Annual]
Planned Additional Lump Sums[Yes]

Important: The following chart demonstrates the operation of the Coverage Protection Benefit. Because your policy is a flexible-premium policy and not a fixed-premium policy, you can choose to pay premiums in any pattern including a payment pattern that differs from that shown in this demonstration; the Coverage Protection Benefit will keep your policy in effect as long as the Coverage Protection Amount minus any Loan Balance is at least equal to zero. See the Coverage Protection Benefit part of this policy, specifically the Coverage Protection Amount, (section 11.2) for details. Operation of other policy features that generate a positive Net Cash Surrender Value can also keep your policy in effect.

When you applied for this policy, we were given information about the amount of the premiums you planned to pay and when you planned to pay them. The values and benefits shown in the chart below are based on this planned-premium payment pattern and the Assumptions described below.

Assumptions:

- We credit any 1035 premium received by the end of the first Policy Year as if it were received on the Policy Date;
- We credit each other premium, including 1035 premium received after the first Policy Year, as if it were received on the first day of the Policy Month in which it was received;
- You do not decrease the Initial Specified Amount;
- You do not add any Rider after delivery of the policy to you that has an additional charge or change any Rider such that the charge for it increases; and
- You do not take any withdrawals or any policy loans except a policy loan transferred to this policy in any 1035 Exchange (Note: The Death Benefits shown in the chart below include the effect of this policy loan).

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>	<u>Total Planned Premiums Paid in Policy Year</u>	<u>Death Benefit *</u>
1	35	\$ 316.73	\$ 250,000
2	36	316.73	250,000
3	37	316.73	250,000
4	38	316.73	250,000
5	39	316.73	250,000
6	40	316.73	250,000
7	41	316.73	250,000
8	42	316.73	250,000
9	43	316.73	250,000
10	44	316.73	250,000
11	45	316.73	250,000
12	46	316.73	250,000
13	47	316.73	250,000
14	48	316.73	250,000
15	49	316.73	250,000
16	50	316.73	250,000
17	51	316.73	250,000
18	52	316.73	250,000
19	53	316.73	250,000
20	54	316.73	250,000

[+ To maintain coverage beyond this Policy Year additional and higher premiums must be paid. Shown below is one pattern of premium payments that can maintain coverage for the Policy Years shown. Other patterns can also maintain the coverage:]

<u>[Policy Year</u>	<u>Attained Age</u>	<u>Maintenance Premium **</u>	<u>Death Benefit *]</u>
21	55	\$ 4,138.56	\$ 250,000
22	56	4,138.56	250,000
23	57	4,138.56	250,000
24	58	4,138.56	250,000
25	59	4,138.56	250,000
26	60	4,138.56	250,000
27	61	4,138.56	250,000
28	62	4,138.56	250,000
29	63	4,138.56	250,000
30	64	4,138.56	250,000
31	65	4,138.56	250,000
32	66	4,138.56	250,000
33	67	4,138.56	250,000
34	68	4,138.56	250,000
35	69	4,138.56	250,000
36	70	4,138.56	250,000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>	<u>Maintenance Premium**</u>	<u>Death Benefit *</u>
37	71	\$ 4,138.56	\$ 250,000
38	72	4,138.56	250,000
39	73	4,138.56	250,000
40	74	4,138.56	250,000
41	75	4,138.56	250,000
42	76	4,138.56	250,000
43	77	4,138.56	250,000
44	78	4,138.56	250,000
45	79	4,138.56	250,000
46	80	4,138.56	250,000
47	81	4,138.56	250,000
48	82	4,138.56	250,000
49	83	4,138.56	250,000
50	84	4,138.56	250,000
51	85	4,138.56	250,000
52	86	4,138.56	250,000
53	87	4,138.56	250,000
54	88	4,138.56	250,000
55	89	4,138.56	250,000
56	90	4,138.56	250,000
57	91	4,138.56	250,000
58	92	4,138.56	250,000
59	93	4,138.56	250,000
60	94	4,138.56	250,000
61	95	4,138.56	250,000
62	96	4,138.56	250,000
63	97	4,138.56	250,000
64	98	4,138.56	250,000
65	99	4,138.56	250,000
66	100	4,138.56	250,000
67	101	4,138.56	250,000
68	102	4,138.56	250,000
69	103	4,138.56	250,000
70	104	4,138.56	250,000

[+ To maintain coverage beyond this Policy Year additional and higher premiums must be paid. Shown below is one pattern of premium payments that can maintain coverage for the Policy Years shown. Other patterns can also maintain the coverage:]

71	105	\$ 22,194.65	\$ 250,000
72	106	22,194.65	250,000
73	107	22,194.65	250,000
74	108	22,194.65	250,000
75	109	22,194.65	250,000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>	<u>Maintenance Premium**</u>	<u>Death Benefit *</u>
76	110	\$ 22,194.65	\$ 250,000
77	111	22,194.65	250,000
78	112	22,194.65	250,000
79	113	22,194.65	250,000
80	114	22,194.65	250,000
81	115	22,194.65	250,000
82	116	22,194.65	250,000
83	117	22,194.65	250,000
84	118	22,194.65	250,000
85	119	22,194.65	250,000
86	120	22,194.65	250,000
87	121	0.00	250,000

* The death benefits are shown as of the beginning of a Policy Year and are based on payment of premiums as shown. If the premium payments shown are paid and result in the policy's remaining in effect to age 121 (shown in the chart by a death benefit at age 121), the policy will remain in effect for the life of the Insured from that point forward.

[** The Maintenance Premium pattern shown will maintain coverage for the period shown based on the same payment frequency as the Planned Frequency of Premium Payment and the Assumptions stated on page 5.]

SERFF Tracking Number: GEFA-126251877 State: Arkansas
 Filing Company: Genworth Life Insurance Company State Tracking Number: 43105
 Company Tracking Number: GL1002-0709 AR
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Colony - Flexible Premium Adjustable Life - GLIC
 Project Name/Number: Colony - Flexible Premium Adjustable Life/GL1002-0709

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
	Guaranteed Rates	GL1002-0709	New		Guaranteed Rates - 2-20-08.pdf
	Current Rates	GL1002-0709	New		Colony UL Current COI Rates.pdf

Monthly Guaranteed COIs / \$1

Att Age	Male PBNN	Male PNN	Male SLNN	Male SNN	Male PNU	Male SNU	Female PBNN	Female PNN	Female SLNN	Female SNN	Female PNU	Female SNU
0	0.00008	0.00008	0.00008	0.00008			0.00004	0.00004	0.00004	0.00004		
1	0.00005	0.00005	0.00005	0.00005			0.00003	0.00003	0.00003	0.00003		
2	0.00003	0.00003	0.00003	0.00003			0.00002	0.00002	0.00002	0.00002		
3	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
4	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
5	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
6	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
7	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
8	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
9	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
10	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
11	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
12	0.00003	0.00003	0.00003	0.00003			0.00002	0.00002	0.00002	0.00002		
13	0.00003	0.00003	0.00003	0.00003			0.00003	0.00003	0.00003	0.00003		
14	0.00004	0.00004	0.00004	0.00004			0.00003	0.00003	0.00003	0.00003		
15	0.00005	0.00005	0.00005	0.00005			0.00003	0.00003	0.00003	0.00003		
16	0.00006	0.00006	0.00006	0.00006	0.00007	0.00007	0.00003	0.00003	0.00003	0.00003	0.00003	0.00003
17	0.00007	0.00007	0.00007	0.00007	0.00008	0.00008	0.00003	0.00003	0.00003	0.00003	0.00004	0.00004
18	0.00008	0.00008	0.00008	0.00008	0.00009	0.00009	0.00004	0.00004	0.00004	0.00004	0.00004	0.00004
19	0.00008	0.00008	0.00008	0.00008	0.00010	0.00010	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
20	0.00008	0.00008	0.00008	0.00008	0.00011	0.00011	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
21	0.00008	0.00008	0.00008	0.00008	0.00011	0.00011	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
22	0.00008	0.00008	0.00008	0.00008	0.00012	0.00012	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
23	0.00008	0.00008	0.00008	0.00008	0.00012	0.00012	0.00004	0.00004	0.00004	0.00004	0.00006	0.00006
24	0.00008	0.00008	0.00008	0.00008	0.00013	0.00013	0.00004	0.00004	0.00004	0.00004	0.00006	0.00006
25	0.00008	0.00008	0.00008	0.00008	0.00014	0.00014	0.00004	0.00004	0.00004	0.00004	0.00006	0.00006
26	0.00009	0.00009	0.00009	0.00009	0.00014	0.00014	0.00004	0.00004	0.00004	0.00004	0.00007	0.00007
27	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00007	0.00007
28	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00008	0.00008
29	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00008	0.00008
30	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00009	0.00009
31	0.00008	0.00008	0.00008	0.00008	0.00015	0.00015	0.00006	0.00006	0.00006	0.00006	0.00009	0.00009
32	0.00008	0.00008	0.00008	0.00008	0.00015	0.00015	0.00006	0.00006	0.00006	0.00006	0.00010	0.00010

Monthly Guaranteed COIs / \$1

Att Age	Male PBNN	Male PNN	Male SLNN	Male SNN	Male PNU	Male SNU	Female PBNN	Female PNN	Female SLNN	Female SNN	Female PNU	Female SNU	
33	0.00009	0.00009	0.00009	0.00009	0.00009	0.00016	0.00016	0.00006	0.00006	0.00006	0.00006	0.00011	0.00011
34	0.00009	0.00009	0.00009	0.00009	0.00009	0.00016	0.00016	0.00007	0.00007	0.00007	0.00007	0.00012	0.00012
35	0.00009	0.00009	0.00009	0.00009	0.00009	0.00017	0.00017	0.00007	0.00007	0.00007	0.00007	0.00013	0.00013
36	0.00010	0.00010	0.00010	0.00010	0.00010	0.00018	0.00018	0.00008	0.00008	0.00008	0.00008	0.00014	0.00014
37	0.00010	0.00010	0.00010	0.00010	0.00010	0.00019	0.00019	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015
38	0.00011	0.00011	0.00011	0.00011	0.00011	0.00020	0.00020	0.00009	0.00009	0.00009	0.00009	0.00016	0.00016
39	0.00011	0.00011	0.00011	0.00011	0.00011	0.00021	0.00021	0.00009	0.00009	0.00009	0.00009	0.00017	0.00017
40	0.00012	0.00012	0.00012	0.00012	0.00012	0.00023	0.00023	0.00010	0.00010	0.00010	0.00010	0.00018	0.00018
41	0.00013	0.00013	0.00013	0.00013	0.00013	0.00025	0.00025	0.00011	0.00011	0.00011	0.00011	0.00019	0.00019
42	0.00014	0.00014	0.00014	0.00014	0.00014	0.00028	0.00028	0.00011	0.00011	0.00011	0.00011	0.00020	0.00020
43	0.00016	0.00016	0.00016	0.00016	0.00016	0.00031	0.00031	0.00012	0.00012	0.00012	0.00012	0.00022	0.00022
44	0.00018	0.00018	0.00018	0.00018	0.00018	0.00034	0.00034	0.00013	0.00013	0.00013	0.00013	0.00024	0.00024
45	0.00019	0.00019	0.00019	0.00019	0.00019	0.00038	0.00038	0.00014	0.00014	0.00014	0.00014	0.00026	0.00026
46	0.00021	0.00021	0.00021	0.00021	0.00021	0.00042	0.00042	0.00016	0.00016	0.00016	0.00016	0.00029	0.00029
47	0.00023	0.00023	0.00023	0.00023	0.00023	0.00046	0.00046	0.00017	0.00017	0.00017	0.00017	0.00032	0.00032
48	0.00024	0.00024	0.00024	0.00024	0.00024	0.00048	0.00048	0.00019	0.00019	0.00019	0.00019	0.00036	0.00036
49	0.00026	0.00026	0.00026	0.00026	0.00026	0.00050	0.00050	0.00021	0.00021	0.00021	0.00021	0.00040	0.00040
50	0.00028	0.00028	0.00028	0.00028	0.00028	0.00054	0.00054	0.00023	0.00023	0.00023	0.00023	0.00045	0.00045
51	0.00030	0.00030	0.00030	0.00030	0.00030	0.00058	0.00058	0.00026	0.00026	0.00026	0.00026	0.00050	0.00050
52	0.00033	0.00033	0.00033	0.00033	0.00033	0.00064	0.00064	0.00029	0.00029	0.00029	0.00029	0.00056	0.00056
53	0.00036	0.00036	0.00036	0.00036	0.00036	0.00070	0.00070	0.00032	0.00032	0.00032	0.00032	0.00062	0.00062
54	0.00041	0.00041	0.00041	0.00041	0.00041	0.00079	0.00079	0.00035	0.00035	0.00035	0.00035	0.00069	0.00069
55	0.00046	0.00046	0.00046	0.00046	0.00046	0.00088	0.00088	0.00039	0.00039	0.00039	0.00039	0.00076	0.00076
56	0.00051	0.00051	0.00051	0.00051	0.00051	0.00098	0.00098	0.00043	0.00043	0.00043	0.00043	0.00083	0.00083
57	0.00057	0.00057	0.00057	0.00057	0.00057	0.00108	0.00108	0.00048	0.00048	0.00048	0.00048	0.00091	0.00091
58	0.00062	0.00062	0.00062	0.00062	0.00062	0.00116	0.00116	0.00052	0.00052	0.00052	0.00052	0.00099	0.00099
59	0.00068	0.00068	0.00068	0.00068	0.00068	0.00125	0.00125	0.00057	0.00057	0.00057	0.00057	0.00108	0.00108
60	0.00074	0.00074	0.00074	0.00074	0.00074	0.00136	0.00136	0.00062	0.00062	0.00062	0.00062	0.00116	0.00116
61	0.00083	0.00083	0.00083	0.00083	0.00083	0.00150	0.00150	0.00067	0.00067	0.00067	0.00067	0.00126	0.00126
62	0.00093	0.00093	0.00093	0.00093	0.00093	0.00166	0.00166	0.00073	0.00073	0.00073	0.00073	0.00136	0.00136
63	0.00104	0.00104	0.00104	0.00104	0.00104	0.00185	0.00185	0.00079	0.00079	0.00079	0.00079	0.00147	0.00147
64	0.00116	0.00116	0.00116	0.00116	0.00116	0.00203	0.00203	0.00085	0.00085	0.00085	0.00085	0.00158	0.00158
65	0.00129	0.00129	0.00129	0.00129	0.00129	0.00222	0.00222	0.00092	0.00092	0.00092	0.00092	0.00170	0.00170

Monthly Guaranteed COIs / \$1

Att Age	Male PBNN	Male PNN	Male SLNN	Male SNN	Male PNU	Male SNU	Female PBNN	Female PNN	Female SLNN	Female SNN	Female PNU	Female SNU
66	0.00142	0.00142	0.00142	0.00142	0.00240	0.00240	0.00100	0.00100	0.00100	0.00100	0.00182	0.00182
67	0.00155	0.00155	0.00155	0.00155	0.00257	0.00257	0.00109	0.00109	0.00109	0.00109	0.00197	0.00197
68	0.00169	0.00169	0.00169	0.00169	0.00276	0.00276	0.00118	0.00118	0.00118	0.00118	0.00212	0.00212
69	0.00183	0.00183	0.00183	0.00183	0.00294	0.00294	0.00129	0.00129	0.00129	0.00129	0.00229	0.00229
70	0.00201	0.00201	0.00201	0.00201	0.00316	0.00316	0.00140	0.00140	0.00140	0.00140	0.00249	0.00249
71	0.00221	0.00221	0.00221	0.00221	0.00340	0.00340	0.00154	0.00154	0.00154	0.00154	0.00270	0.00270
72	0.00246	0.00246	0.00246	0.00246	0.00373	0.00373	0.00168	0.00168	0.00168	0.00168	0.00294	0.00294
73	0.00274	0.00274	0.00274	0.00274	0.00406	0.00406	0.00185	0.00185	0.00185	0.00185	0.00320	0.00320
74	0.00302	0.00302	0.00302	0.00302	0.00439	0.00439	0.00202	0.00202	0.00202	0.00202	0.00348	0.00348
75	0.00334	0.00334	0.00334	0.00334	0.00477	0.00477	0.00222	0.00222	0.00222	0.00222	0.00377	0.00377
76	0.00368	0.00368	0.00368	0.00368	0.00519	0.00519	0.00244	0.00244	0.00244	0.00244	0.00408	0.00408
77	0.00407	0.00407	0.00407	0.00407	0.00566	0.00566	0.00267	0.00267	0.00267	0.00267	0.00441	0.00441
78	0.00454	0.00454	0.00454	0.00454	0.00621	0.00621	0.00294	0.00294	0.00294	0.00294	0.00477	0.00477
79	0.00507	0.00507	0.00507	0.00507	0.00684	0.00684	0.00322	0.00322	0.00322	0.00322	0.00516	0.00516
80	0.00566	0.00566	0.00566	0.00566	0.00751	0.00751	0.00354	0.00354	0.00354	0.00354	0.00558	0.00558
81	0.00632	0.00632	0.00632	0.00632	0.00825	0.00825	0.00397	0.00397	0.00397	0.00397	0.00617	0.00617
82	0.00701	0.00701	0.00701	0.00701	0.00901	0.00901	0.00445	0.00445	0.00445	0.00445	0.00681	0.00681
83	0.00776	0.00776	0.00776	0.00776	0.00980	0.00980	0.00493	0.00493	0.00493	0.00493	0.00744	0.00744
84	0.00858	0.00858	0.00858	0.00858	0.01066	0.01066	0.00547	0.00547	0.00547	0.00547	0.00811	0.00811
85	0.00951	0.00951	0.00951	0.00951	0.01167	0.01167	0.00607	0.00607	0.00607	0.00607	0.00878	0.00878
86	0.01053	0.01053	0.01053	0.01053	0.01278	0.01278	0.00662	0.00662	0.00662	0.00662	0.00935	0.00935
87	0.01165	0.01165	0.01165	0.01165	0.01397	0.01397	0.00744	0.00744	0.00744	0.00744	0.01024	0.01024
88	0.01284	0.01284	0.01284	0.01284	0.01523	0.01523	0.00830	0.00830	0.00830	0.00830	0.01113	0.01113
89	0.01410	0.01410	0.01410	0.01410	0.01652	0.01652	0.00921	0.00921	0.00921	0.00921	0.01203	0.01203
90	0.01542	0.01542	0.01542	0.01542	0.01784	0.01784	0.01005	0.01005	0.01005	0.01005	0.01275	0.01275
91	0.01666	0.01666	0.01666	0.01666	0.01904	0.01904	0.01048	0.01048	0.01048	0.01048	0.01291	0.01291
92	0.01795	0.01795	0.01795	0.01795	0.02025	0.02025	0.01132	0.01132	0.01132	0.01132	0.01356	0.01356
93	0.01932	0.01932	0.01932	0.01932	0.02151	0.02151	0.01257	0.01257	0.01257	0.01257	0.01459	0.01459
94	0.02075	0.02075	0.02075	0.02075	0.02281	0.02281	0.01414	0.01414	0.01414	0.01414	0.01591	0.01591
95	0.02227	0.02227	0.02227	0.02227	0.02425	0.02425	0.01608	0.01608	0.01608	0.01608	0.01791	0.01791
96	0.02365	0.02365	0.02365	0.02365	0.02553	0.02553	0.01792	0.01792	0.01792	0.01792	0.01974	0.01974
97	0.02512	0.02512	0.02512	0.02512	0.02687	0.02687	0.01982	0.01982	0.01982	0.01982	0.02158	0.02158
98	0.02670	0.02670	0.02670	0.02670	0.02829	0.02829	0.02014	0.02014	0.02014	0.02014	0.02167	0.02167

Monthly Guaranteed COIs / \$1

Att Age	Male PBNN	Male PNN	Male SLNN	Male SNN	Male PNU	Male SNU	Female PBNN	Female PNN	Female SLNN	Female SNN	Female PNU	Female SNU
0	0.00008	0.00008	0.00008	0.00008			0.00004	0.00004	0.00004	0.00004		
1	0.00005	0.00005	0.00005	0.00005			0.00003	0.00003	0.00003	0.00003		
2	0.00003	0.00003	0.00003	0.00003			0.00002	0.00002	0.00002	0.00002		
3	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
4	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
5	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
6	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
7	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
8	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
9	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
10	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
11	0.00002	0.00002	0.00002	0.00002			0.00002	0.00002	0.00002	0.00002		
12	0.00003	0.00003	0.00003	0.00003			0.00002	0.00002	0.00002	0.00002		
13	0.00003	0.00003	0.00003	0.00003			0.00003	0.00003	0.00003	0.00003		
14	0.00004	0.00004	0.00004	0.00004			0.00003	0.00003	0.00003	0.00003		
15	0.00005	0.00005	0.00005	0.00005			0.00003	0.00003	0.00003	0.00003		
16	0.00006	0.00006	0.00006	0.00006	0.00007	0.00007	0.00003	0.00003	0.00003	0.00003	0.00003	0.00003
17	0.00007	0.00007	0.00007	0.00007	0.00008	0.00008	0.00003	0.00003	0.00003	0.00003	0.00004	0.00004
18	0.00008	0.00008	0.00008	0.00008	0.00009	0.00009	0.00004	0.00004	0.00004	0.00004	0.00004	0.00004
19	0.00008	0.00008	0.00008	0.00008	0.00010	0.00010	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
20	0.00008	0.00008	0.00008	0.00008	0.00011	0.00011	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
21	0.00008	0.00008	0.00008	0.00008	0.00011	0.00011	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
22	0.00008	0.00008	0.00008	0.00008	0.00012	0.00012	0.00004	0.00004	0.00004	0.00004	0.00005	0.00005
23	0.00008	0.00008	0.00008	0.00008	0.00012	0.00012	0.00004	0.00004	0.00004	0.00004	0.00006	0.00006
24	0.00008	0.00008	0.00008	0.00008	0.00013	0.00013	0.00004	0.00004	0.00004	0.00004	0.00006	0.00006
25	0.00008	0.00008	0.00008	0.00008	0.00014	0.00014	0.00004	0.00004	0.00004	0.00004	0.00006	0.00006
26	0.00009	0.00009	0.00009	0.00009	0.00014	0.00014	0.00004	0.00004	0.00004	0.00004	0.00007	0.00007
27	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00007	0.00007
28	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00008	0.00008
29	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00008	0.00008
30	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015	0.00005	0.00005	0.00005	0.00005	0.00009	0.00009
31	0.00008	0.00008	0.00008	0.00008	0.00015	0.00015	0.00006	0.00006	0.00006	0.00006	0.00009	0.00009
32	0.00008	0.00008	0.00008	0.00008	0.00015	0.00015	0.00006	0.00006	0.00006	0.00006	0.00010	0.00010
33	0.00009	0.00009	0.00009	0.00009	0.00016	0.00016	0.00006	0.00006	0.00006	0.00006	0.00011	0.00011
34	0.00009	0.00009	0.00009	0.00009	0.00016	0.00016	0.00007	0.00007	0.00007	0.00007	0.00012	0.00012
35	0.00009	0.00009	0.00009	0.00009	0.00017	0.00017	0.00007	0.00007	0.00007	0.00007	0.00013	0.00013
36	0.00010	0.00010	0.00010	0.00010	0.00018	0.00018	0.00008	0.00008	0.00008	0.00008	0.00014	0.00014
37	0.00010	0.00010	0.00010	0.00010	0.00019	0.00019	0.00009	0.00009	0.00009	0.00009	0.00015	0.00015
38	0.00011	0.00011	0.00011	0.00011	0.00020	0.00020	0.00009	0.00009	0.00009	0.00009	0.00016	0.00016
39	0.00011	0.00011	0.00011	0.00011	0.00021	0.00021	0.00009	0.00009	0.00009	0.00009	0.00017	0.00017
40	0.00012	0.00012	0.00012	0.00012	0.00023	0.00023	0.00010	0.00010	0.00010	0.00010	0.00018	0.00018
41	0.00013	0.00013	0.00013	0.00013	0.00025	0.00025	0.00011	0.00011	0.00011	0.00011	0.00019	0.00019

Monthly Guaranteed COIs / \$1

Att Age	Male PBNN	Male PNN	Male SLNN	Male SNN	Male PNU	Male SNU	Female PBNN	Female PNN	Female SLNN	Female SNN	Female PNU	Female SNU
42	0.00014	0.00014	0.00014	0.00014	0.00028	0.00028	0.00011	0.00011	0.00011	0.00011	0.00020	0.00020
43	0.00016	0.00016	0.00016	0.00016	0.00031	0.00031	0.00012	0.00012	0.00012	0.00012	0.00022	0.00022
44	0.00018	0.00018	0.00018	0.00018	0.00034	0.00034	0.00013	0.00013	0.00013	0.00013	0.00024	0.00024
45	0.00019	0.00019	0.00019	0.00019	0.00038	0.00038	0.00014	0.00014	0.00014	0.00014	0.00026	0.00026
46	0.00021	0.00021	0.00021	0.00021	0.00042	0.00042	0.00016	0.00016	0.00016	0.00016	0.00029	0.00029
47	0.00023	0.00023	0.00023	0.00023	0.00046	0.00046	0.00017	0.00017	0.00017	0.00017	0.00032	0.00032
48	0.00024	0.00024	0.00024	0.00024	0.00048	0.00048	0.00019	0.00019	0.00019	0.00019	0.00036	0.00036
49	0.00026	0.00026	0.00026	0.00026	0.00050	0.00050	0.00021	0.00021	0.00021	0.00021	0.00040	0.00040
50	0.00028	0.00028	0.00028	0.00028	0.00054	0.00054	0.00023	0.00023	0.00023	0.00023	0.00045	0.00045
51	0.00030	0.00030	0.00030	0.00030	0.00058	0.00058	0.00026	0.00026	0.00026	0.00026	0.00050	0.00050
52	0.00033	0.00033	0.00033	0.00033	0.00064	0.00064	0.00029	0.00029	0.00029	0.00029	0.00056	0.00056
53	0.00036	0.00036	0.00036	0.00036	0.00070	0.00070	0.00032	0.00032	0.00032	0.00032	0.00062	0.00062
54	0.00041	0.00041	0.00041	0.00041	0.00079	0.00079	0.00035	0.00035	0.00035	0.00035	0.00069	0.00069
55	0.00046	0.00046	0.00046	0.00046	0.00088	0.00088	0.00039	0.00039	0.00039	0.00039	0.00076	0.00076
56	0.00051	0.00051	0.00051	0.00051	0.00098	0.00098	0.00043	0.00043	0.00043	0.00043	0.00083	0.00083
57	0.00057	0.00057	0.00057	0.00057	0.00108	0.00108	0.00048	0.00048	0.00048	0.00048	0.00091	0.00091
58	0.00062	0.00062	0.00062	0.00062	0.00116	0.00116	0.00052	0.00052	0.00052	0.00052	0.00099	0.00099
59	0.00068	0.00068	0.00068	0.00068	0.00125	0.00125	0.00057	0.00057	0.00057	0.00057	0.00108	0.00108
60	0.00074	0.00074	0.00074	0.00074	0.00136	0.00136	0.00062	0.00062	0.00062	0.00062	0.00116	0.00116
61	0.00083	0.00083	0.00083	0.00083	0.00150	0.00150	0.00067	0.00067	0.00067	0.00067	0.00126	0.00126
62	0.00093	0.00093	0.00093	0.00093	0.00166	0.00166	0.00073	0.00073	0.00073	0.00073	0.00136	0.00136
63	0.00104	0.00104	0.00104	0.00104	0.00185	0.00185	0.00079	0.00079	0.00079	0.00079	0.00147	0.00147
64	0.00116	0.00116	0.00116	0.00116	0.00203	0.00203	0.00085	0.00085	0.00085	0.00085	0.00158	0.00158
65	0.00129	0.00129	0.00129	0.00129	0.00222	0.00222	0.00092	0.00092	0.00092	0.00092	0.00170	0.00170
66	0.00142	0.00142	0.00142	0.00142	0.00240	0.00240	0.00100	0.00100	0.00100	0.00100	0.00182	0.00182
67	0.00155	0.00155	0.00155	0.00155	0.00257	0.00257	0.00109	0.00109	0.00109	0.00109	0.00197	0.00197
68	0.00169	0.00169	0.00169	0.00169	0.00276	0.00276	0.00118	0.00118	0.00118	0.00118	0.00212	0.00212
69	0.00183	0.00183	0.00183	0.00183	0.00294	0.00294	0.00129	0.00129	0.00129	0.00129	0.00229	0.00229
70	0.00201	0.00201	0.00201	0.00201	0.00316	0.00316	0.00140	0.00140	0.00140	0.00140	0.00249	0.00249
71	0.00221	0.00221	0.00221	0.00221	0.00340	0.00340	0.00154	0.00154	0.00154	0.00154	0.00270	0.00270
72	0.00246	0.00246	0.00246	0.00246	0.00373	0.00373	0.00168	0.00168	0.00168	0.00168	0.00294	0.00294
73	0.00274	0.00274	0.00274	0.00274	0.00406	0.00406	0.00185	0.00185	0.00185	0.00185	0.00320	0.00320
74	0.00302	0.00302	0.00302	0.00302	0.00439	0.00439	0.00202	0.00202	0.00202	0.00202	0.00348	0.00348
75	0.00334	0.00334	0.00334	0.00334	0.00477	0.00477	0.00222	0.00222	0.00222	0.00222	0.00377	0.00377
76	0.00368	0.00368	0.00368	0.00368	0.00519	0.00519	0.00244	0.00244	0.00244	0.00244	0.00408	0.00408
77	0.00407	0.00407	0.00407	0.00407	0.00566	0.00566	0.00267	0.00267	0.00267	0.00267	0.00441	0.00441
78	0.00454	0.00454	0.00454	0.00454	0.00621	0.00621	0.00294	0.00294	0.00294	0.00294	0.00477	0.00477
79	0.00507	0.00507	0.00507	0.00507	0.00684	0.00684	0.00322	0.00322	0.00322	0.00322	0.00516	0.00516
80	0.00566	0.00566	0.00566	0.00566	0.00751	0.00751	0.00354	0.00354	0.00354	0.00354	0.00558	0.00558
81	0.00632	0.00632	0.00632	0.00632	0.00825	0.00825	0.00397	0.00397	0.00397	0.00397	0.00617	0.00617
82	0.00701	0.00701	0.00701	0.00701	0.00901	0.00901	0.00445	0.00445	0.00445	0.00445	0.00681	0.00681
83	0.00776	0.00776	0.00776	0.00776	0.00980	0.00980	0.00493	0.00493	0.00493	0.00493	0.00744	0.00744

SERFF Tracking Number: GEFA-126251877 State: Arkansas
 Filing Company: Genworth Life Insurance Company State Tracking Number: 43105
 Company Tracking Number: GL1002-0709 AR
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Colony - Flexible Premium Adjustable Life - GLIC
 Project Name/Number: Colony - Flexible Premium Adjustable Life/GL1002-0709

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
ARcomp_glic.pdf		
ICC_glic_flesch.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
GEFA-599, Common Application part 1 approved 5/30/2000		
GEFA-599 (ITAA), Common Application (ITAA), approved 5/30/2000		
GEFA-504, Common Applicaton Part II, approved 5/30/2000		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: Not a health product.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Variability		
Comments:		
Attachments:		
SOV_Colony generic_final 7-31.pdf		
SOV_Colony generic_8-26.pdf		

	Item Status:	Status

SERFF Tracking Number: GEFA-126251877 State: Arkansas
Filing Company: Genworth Life Insurance Company State Tracking Number: 43105
Company Tracking Number: GL1002-0709 AR
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Colony - Flexible Premium Adjustable Life - GLIC
Project Name/Number: Colony - Flexible Premium Adjustable Life/GL1002-0709

Date:

Satisfied - Item: Annual Report

Comments:

Attachment:

Annual Report to Owner GLIC.pdf

Item Status:

Status

Date:

Satisfied - Item: Statement of Policy Cost and
Benefit

Comments:

Attachment:

Statement of Policy Cost - GLIC.pdf

Item Status:

Status

Date:

Satisfied - Item: 11-83 Certification

Comments:

Attachment:

AR 11-83 Certification_glic.pdf

Item Status:

Status

Date:

Satisfied - Item: Fee Form

Comments:

Attachment:

ARfee_glic.pdf

Item Status:

Status

Date:

Satisfied - Item: Compliance Certification

Comments:

Attachment:

ARcomp_glic.pdf

ARKANSAS CERTIFICATION

GL1002-0709 AR, Flexible Premium Adjustable Life Insurance Company

The Company certifies that we will maintain compliance with Rule and Regulation 19 (Unfair Sex Discrimination). I hereby certify that to the best of my knowledge, information, and belief the rates submitted are in compliance with the provisions of Rule and Regulation 19, and that said rates conform to all Arkansas insurance statutes and departmental requirements.

The Company certifies that we will maintain compliance with Rule and Regulation 49 (Life and Health Guaranty Association Notices).

The Company certifies that we will maintain compliance with Rule and Regulation 34 (Universal Life Insurance).

The Company certifies that we will maintain compliance with requirements on Consumer Information Notices.

A Flesch score readability certification is included with this filing.

For Genworth Life Insurance Company

A handwritten signature in cursive script that reads "Paul Loveland".

Paul Loveland
Vice President Product Compliance

**GENWORTH LIFE INSURANCE COMPANY
FLESCH SCORE CERTIFICATON**

I hereby certify that this filing meets the policy language simplification (readability) requirements of the insurance laws of your state.

Using a computer software program, the Flesch reading ease test score is:

<u>Form No.</u>	<u>Title</u>	<u>Score</u>
ICC09GL1002	Flexible Premium Adjustable Life Insurance Policy	50.6



By: _____
Vice President, Product Compliance

Statement of Variability
Genworth Life Insurance Company and Genworth Life and Annuity Insurance Company
July 31, 2009

Variable Data	Explanation
GL1002-0709; GA1002-0709	
Home office Address	Accommodates changes in home office location address.
Service Center Address	Accommodates changes in servicing location and postal address.
Service Center Phone	Accommodates changes in the phone number for the servicing center.
Officer Signatures	Accommodates changes of corporate officers.
GL1002-0709-S; ICC09GA1002-0709-S Page 3 - 3D	
Policy Number	Reflects a unique number assigned to this policy by the system
Policy Date	Reflects the date that determines monthiversary and anniversary processing. Accommodates backdating and other specific dating requests made by Owner.
Date of Issue	Reflects the date the policy is generated by the system.
Monthly Deduction Stop Date	Reflects the date the company will discontinue subtracting Monthly Deductions from the Policy Value.
Insured	Reflects actual name of Insured
Issue Age	Reflects the insurance age of the insured based on the insured's closest age
Sex	Reflects the sex of the insured at birth
Premium Class	Reflects the premium classification assigned to this Insured.
Owner	Refers to the application and the name of the owner as stated on the application; would permit a change to reflect the actual name of Owner
Beneficiary	Refers to the application and the name of the beneficiary as stated on the application; would permit a change to reflect actual name of Beneficiary
Initial Specified Amount	Reflects the amount of insurance on the Insured's life at inception of the policy. Minimum Range is \$1,000-\$50,000 - Unlimited maximum.
Minimum Specified Amount	Reflects the lowest Specified Amount available on this product. Range is \$1,000-\$50,000.
Rider Information	Reflects information on any riders selected by the Owner. Currently available will be: Accelerated Death Benefit, Children's Term Insurance, Waiver of Specified Premium
Planned Periodic Premium	Reflects the amount (and frequency) of the premiums the Owner plans to pay.
Loan Balance on Policy Date	Reflects the loan amount, if any, on funds rolled over in a 1035 exchange.
Monthly Administrative Fee	Reflects the fee that is part of the Monthly Deduction subtracted from the Policy Value at the beginning of every Policy Month. Range is \$5-\$12 per policy month.
Monthly Expense Charge For Initial Specified Amount	Reflects the per unit expense charge based on age, sex, premium class and a per thousand of specified amount, the time period for which the charge is made, and the per unit expense charge, if any, beyond the stated time period. This amount is subtracted from the Policy Value at the beginning of every Policy Month.

Variable Data	Explanation
Premium Expense	Reflects the percentage charge of premium paid and the additional percentage above a specified amount of premium in the year. The premium paid minus the expense charge results in a net premium that is credited to the Policy Value. Range is 5% - 12.5%.
Administrative Fee For Withdrawal	Reflects the fee taken for each policy withdrawal.
Surrender Charges and Withdrawal Factors	Reflects the charge that would be applied if the policy is surrendered and the withdrawal factor that would be applied to the amount of withdrawal. The factored withdrawal amount less the withdrawal charge results in the net amount of withdrawal.
Guaranteed Minimum Credited Interest Rate	Reflects the rate of interest credited to the Policy Value
Interest Rates - Loan Balance; Credited Interest Rate	Reflects the rate of interest credited to the loaned portion of the Policy Value. Range is 2.5% - 8.0%.
Interest Rates - Loan Balance; Charged Interest Rate for Preferred Loan Balance	Reflects the rate of interest charged to the loaned portion of the Policy Value that qualifies as a preferred loan. Range is 2.5 % - 8.0%.
Interest Rates - Loan Balance; Charged Interest Rate for Non-Preferred Loan Balance	Reflects the rate of interest charged to the loaned portion of the Policy Value that is not preferred. Range is 2.5% - 8.0%.
Nonforfeiture Values Interest Rate	Reflects the rate of interest on nonforfeiture values.
Paid-Up Insurance Interest Rate	Reflects the paid-up insurance rate of interest
Mortality Table	Reflects the Mortality Table that will be used with this product.
Table of Maximum Monthly Risk Rates Per \$1,000 of Net Amount at Risk	Reflects the maximum risk rates applicable for the insured's attained age, sex and premium class.
Table of End-of-Policy-Year Death Benefit Factors for the Initial Specified Amount	Reflects the death benefit factors that apply for the insured's attained age, sex and premium class for the initial specified amount.
GL1002-0709-CS; GA1002-0709-CS Page 4 - 4B	
Coverage Protection Monthly Administrative Fee	Reflects the fee that is part of the Coverage Protection Monthly Deduction subtracted from the Coverage Protection Amount at the beginning of every Policy Month and the time period for which the fee is made and also the deduction beyond the stated time period. Range is \$2-\$27.50 per policy month. Time period is first 1-all years. Range thereafter is \$2 - \$27.50.
Coverage Protection Monthly Expense Charge for Specified Amount	Reflects the per unit expense charge based on a per thousand of specified amount, the time period for which the charge is made, and the per unit expense charge, if any, beyond the stated time period. This amount is subtracted from the Coverage Protection Amount at the beginning of every Policy Month for the prior Policy Month. Range is rate of 0.000 - 10.000 per \$1,000 of specified amount. The time period for the charge is the first {1 – all} policy years. Thereafter, the charge is \$0-10.000 per \$1000.
Coverage Protection Premium Expense Charge each Policy Year On Total premium received	Reflects the amount of total premium on which the Coverage Protection premium expense charge is calculated.
Sub-amount 1	Reflects the Coverage Protection premium expense charge percentage rate on sub-amount 1.
Sub-amount 2	Reflects the Coverage Protection premium expense charge percentage rate on sub-amount 2.
Sub-amount 3	Reflects the Coverage Protection premium expense charge percentage rate on sub-amount 3.
Policy Years	Policy years could range from 2 - 121

Variable Data	Explanation
On Total premium received in excess of :	Reflects the amount of total premium above which the Coverage Protection premium expense charge is calculated.
Sub-amount 1	Reflects the Coverage Protection premium expense charge percentage rate on sub-amount 1.
Sub-amount 2	Reflects the Coverage Protection premium expense charge percentage rate on sub-amount 2.
Sub-amount 3	Reflects the Coverage Protection premium expense charge percentage rate on sub-amount 3.
Policy Years	Policy years could range from 2 - 121
Interest Rate on non-allocated loan balance	Credited rate to Coverage Protection Amount for unloaned amount.
Sub-amount 1	Reflects the rate of interest credited to the unloaned balance for the time period for which interest is credited and the rate of interest credited to the unloaned balance for the time period beyond the stated time period and their monthly equivalents for sub-amount 1.
Sub-amount 2	Reflects the rate of interest credited to the unloaned balance for the time period for which interest is credited and the rate of interest credited to the unloaned balance for the time period beyond the stated time period and their monthly equivalents for sub-amount 2.
Sub-amount 3	Reflects the rate of interest credited to the unloaned balance for the time period for which interest is credited and the rate of interest credited to the unloaned balance for the time period beyond the stated time period and their monthly equivalents for sub-amount 3.
Policy Years	Policy years could range from 2 - 121
Interest Rates on allocated loan balance	Credited rate to Coverage Protection Amount for loaned amount.
Sub-amount 1	Reflects the rate of interest credited to the loaned balance for the time period for which interest is credited and the rate of interest credited to the loaned balance for the time period beyond the stated time period and their monthly equivalents for sub-amount 1.
Sub-amount 2	Reflects the rate of interest credited to the loaned balance for the time period for which interest is credited and the rate of interest credited to the loaned balance for the time period beyond the stated time period and their monthly equivalents for sub-amount 2.
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Policy Years	Policy years could range from 2 - 121
Table of Coverage Protection Monthly Rates applied to the Coverage Protection Charge Basis GL1002-0709-WS; GA1002-0709-WS (Page 5 - 5.A.1)	Reflects the monthly rates applicable to each table for the insured's attained age, sex and premium class.
Insured	Reflects actual name of Insured
Issue age and Sex	Reflects the insurance age of the insured based on the insured's closest age and the sex of the insured at birth.
Premium Class	Reflects the premium classification assigned to this Insured.
Planned Frequency of Premium Payment	Reflects the planned frequency of premium payment
Planned Additional Lump Sums	Reflects the planned additional lump sums

Variable Data	Explanation
	Reflects the total premiums planned to be paid each policy year and the death benefit based on the specific Assumptions described on page 5. The alternative header and footnotes will appear when a person has requested a guarantee to an age lower than age 121.

Statement of Variability
 Genworth Life Insurance Company and Genworth Life and Annuity Insurance Company
 July 31, 2009

Variable Data	Explanation
GL1002-0709; GA1002-0709	
Home office Address	Accommodates changes in home office location address.
Service Center Address	Accommodates changes in servicing location and postal address.
Service Center Phone	Accommodates changes in the phone number for the servicing center.
Officer Signatures	Accommodates changes of corporate officers.
GL1002-0709-S; ICC09GA1002-0709-S	
Page 3 - 3D	
Policy Number	Reflects a unique number assigned to this policy by the system
Policy Date	Reflects the date that determines monthiversary and anniversary processing. Accommodates backdating and other specific dating requests made by Owner.
Date of Issue	Reflects the date the policy is generated by the system.
Monthly Deduction Stop Date	Reflects the date the company will discontinue subtracting Monthly Deductions from the Policy Value.
Insured	Reflects actual name of Insured
Issue Age	Reflects the insurance age of the insured based on the insured's closest age
Sex	Reflects the sex of the insured at birth
Premium Class	Reflects the premium classification assigned to this Insured.
Owner	Refers to the application and the name of the owner as stated on the application; would permit a change to reflect the actual name of Owner
Beneficiary	Refers to the application and the name of the beneficiary as stated on the application; would permit a change to reflect actual name of Beneficiary
Initial Specified Amount	Reflects the amount of insurance on the Insured's life at inception of the policy. Minimum Range is \$1,000-\$50,000 - Unlimited maximum.
Minimum Specified Amount	Reflects the lowest Specified Amount available on this product. Range is \$1,000-\$50,000.
Rider Information	Reflects information on any riders selected by the Owner. Currently available will be: Accelerated Death Benefit, Children's Term Insurance, Waiver of Specified Premium
Planned Periodic Premium	Reflects the amount (and frequency) of the premiums the Owner plans to pay.
Loan Balance on Policy Date	Reflects the loan amount, if any, on funds rolled over in a 1035 exchange.
Monthly Administrative Fee	Reflects the fee that is part of the Monthly Deduction subtracted from the Policy Value at the beginning of every Policy Month. Range is \$5-\$12 per policy month.
Monthly Expense Charge For Initial Specified Amount	Reflects the per unit expense charge based on age, sex, premium class and a per thousand of specified amount, the time period for which the charge is made, and the per unit expense charge, if any, beyond the stated time period. This amount is subtracted from the Policy Value at the beginning of every Policy Month.

Variable Data	Explanation
Premium Expense	Reflects the percentage charge of premium paid and the additional percentage above a specified amount of premium in the year. The premium paid minus the expense charge results in a net premium that is credited to the Policy Value. Range is 5% - 12.5%.
Administrative Fee For Withdrawal	Reflects the fee taken for each policy withdrawal.
Surrender Charges	Reflects the charge that would be applied if the policy is surrendered. This amount is used to determine charges in withdrawals.
Guaranteed Minimum Credited Interest Rate	Reflects the rate of interest credited to the Policy Value
Interest Rates - Loan Balance; Credited Interest Rate	Reflects the rate of interest credited to the loaned portion of the Policy Value. Range is 2.5% - 8.0%.
Interest Rates - Loan Balance; Charged Interest Rate for Preferred Loan Balance	Reflects the rate of interest charged to the loaned portion of the Policy Value that qualifies as a preferred loan. Range is 2.5 % - 8.0%.
Interest Rates - Loan Balance; Charged Interest Rate for Non-Preferred Loan Balance	Reflects the rate of interest charged to the loaned portion of the Policy Value that is not preferred. Range is 2.5% - 8.0%.
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GL1002-0709-CS; GA1002-0709-CS Page 4 - 4B	
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Sub-amount 3	Reflects the Coverage Protection premium expense charge percentage rate on sub-amount 3.
Policy Years	Policy years could range from 2 - 121
On Total premium received in excess of :	Reflects the amount of total premium above which the Coverage Protection premium expense charge is calculated.

Variable Data	Explanation
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Sub-amount 1	Reflects the rate of interest credited to the unloaned balance for the time period for which interest is credited and the rate of interest credited to the unloaned balance for the time period beyond the stated time period and their monthly equivalents for sub-amount 1.
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Interest Rates on allocated loan balance	Credited rate to Coverage Protection Amount for loaned amount.
Sub-amount 1	Reflects the rate of interest credited to the loaned balance for the time period for which interest is credited and the rate of interest credited to the loaned balance for the time period beyond the stated time period and their monthly equivalents for sub-amount 1.
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Insured	Reflects actual name of Insured
Issue age and Sex	Reflects the insurance age of the insured based on the insured's closest age and the sex of the insured at birth.
Premium Class	Reflects the premium classification assigned to this Insured.
Planned Frequency of Premium Payment	Reflects the planned frequency of premium payment
Planned Additional Lump Sums	Reflects the planned additional lump sums
	Reflects the total premiums planned to be paid each policy year and the death benefit based on the specific Assumptions described on page 5. The alternative header and footnotes will appear when a person has requested a guarantee to an age lower than age 121.

GENWORTH LIFE INSURANCE COMPANY
 SERVICE CENTER: P. O. BOX 10720, LYNCHBURG, VA 24506-0720
 GENWORTH.COM
 REPORT TO OWNER FOR LIFE INSURANCE POLICY NUMBER SPECIMEN
 FOR PERIOD NOVEMBER 28 2009 TO NOVEMBER 28 2010
 REPORT DATE: 11-28-10

OWNER: JOHN DOE
 ANY STREET
 ANY TOWN

AGENT: G1997
 JAMES SMITH 38135
 PRODUCERS GROUP
 ANY STREET
 ANY TOWN

FLEXIBLE PREMIUM ADJUSTABLE LIFE
 POLICY NUMBER: SPECIMEN
 POLICY DATE: NOVEMBER 28 2009
 ISSUE AGE: 35
 SEX: MALE

SPECIFIED AMOUNT: \$250,000

 PLANNED PREMIUM (ANNUAL): \$316.88
 BEGINNING VALUE: \$0.00

INSURED: DOE, JOHN

DEATH BENEFIT OPTION OPTION 1

 SUMMARY OF ACTIVITY

DATE	CHARGES/ PREMIUMS	INSURANCE FEES	DEDUCTIONS	GROSS WITHDRAWALS	WITHDRAWAL CHARGES/ WH	INTEREST CREDITED	DEATH BENEFIT	CASH/ACCOUNT/ POLICY VALUE
11-28-09	316.88	67.29	22.42			0.56	250000	227.73
12-28-09		35.60	22.43			0.42	250000	170.12
01-28-10		35.60	22.43			0.28	250000	112.36
02-28-10		35.60	22.44			0.13	250000	54.45
03-28-10		35.60	22.44			0.00	250000	- 3.59
04-28-10		35.60	22.45			0.00	250000	- 61.64
05-28-10		35.60	22.46			0.00	250000	- 119.70
06-28-10		35.60	22.46			0.00	250000	- 177.76
07-28-10		35.60	22.47			0.00	250000	- 235.82
08-28-10		35.60	22.47			0.00	250000	- 293.89
09-28-10		35.60	22.48			0.00	250000	- 351.97
10-28-10		35.60	22.48			0.00	250000	- 410.05
11-28-10						0.00	250000	- 410.05
TOTALS	633.76	350.05	294.30	0.00	0.00	1.71		

CASH/ACCOUNT/POLICY VALUE AS OF THE END OF THE CURRENT REPORT PERIOD \$ - 185.42
 SURRENDER CHARGE ASSESSED IF POLICY IS SURRENDERED, AS OF THE END OF THE CURRENT REPORT PERIOD \$ 5310.00
 NET CASH SURRENDER VALUE (POLICY VALUE LESS APPLICABLE SURRENDER CHARGE AND LOAN BALANCE) \$ - 5495.42

WHEN THE POLICY'S NET CASH SURRENDER VALUE IS LESS THAN ZERO, THE COVERAGE PROTECTION BENEFIT CAN KEEP THE POLICY IN EFFECT AS LONG AS THE DIFFERENCE BETWEEN THE COVERAGE PROTECTION AMOUNT AND THE LOAN BALANCE (SEE THE SECTION TITLED "COVERAGE PROTECTION BENEFIT INFORMATION") IS ZERO OR GREATER. YOU CAN TELL IF THE COVERAGE PROTECTION BENEFIT IS DOING SO IF AT THE END OF THE POLICY YEAR THE NET CASH SURRENDER VALUE (POLICY VALUE MINUS ANY SURRENDER CHARGE MINUS ANY LOAN BALANCE) SHOWN ABOVE IS LESS THAN ZERO AND THERE IS A DEATH BENEFIT SHOWING IN THE DEATH BENEFIT COLUMN.

YOUR NET CASH SURRENDER VALUE FOR THE NEXT YEAR DEPENDS UPON NEXT YEAR'S SURRENDER CHARGE, AND THIS MAY BE LARGER OR SMALLER THAN THIS YEAR'S CHARGE SHOWN ABOVE; PLEASE REVIEW YOUR POLICY'S SCHEDULE PAGE. INTEREST IS CREDITED TO EACH PREMIUM FROM THE DAY IT IS RECEIVED.

ANY TRANSACTIONS OR CHANGES PROCESSED AFTER THE REPORT DATE AND BEFORE THE END OF THE REPORT PERIOD ARE NOT SHOWN BUT VALUES WILL BE REFLECTED IN LATER REPORTS.

OWNER: DOE, JOHN
 POLICY NUMBER: SPECIMEN

 OTHER COVERAGE AS OF 11/28/2010

FOR JOHN DOE
 \$5,000.00 OF CHILDREN'S LEVEL TERM INSURANCE RIDER

 LOAN INFORMATION

LOAN BALANCE BREAKDOWN FOR EXISTING POLICY LOAN AS OF 11/28/2010	RATE CHARGED	
\$ 0.00 PREFERRED	5.600%	INTEREST CREDITED EQUALS EFFECTIVE RATE CHARGED
\$ 0.00 LOAN	7.600%	INTEREST CREDITED IS LESS THAN EFFECTIVE RATE CHARGED BY NO MORE THAN 2%

WE WILL NOT SEND REMINDERS FOR LOAN REPAYMENTS, AND ANY LOAN REPAYMENTS SHOULD BE CLEARLY MARKED AS SUCH SO THEY WILL BE PROPERLY APPLIED.

 CREDITED INTEREST RATES AS OF 11/28/2010

UNLOANED FUNDS	BALANCE	INTEREST RATES
1	- 8.88	3.000 % <

 THE GUARANTEED CREDITED INTEREST RATE IS 3.000%.

* THE UNLOANED POLICY VALUE IS ALLOCATED AMONG A NUMBER OF "UNLOANED FUNDS." INTEREST IS CREDITED ON EACH FUND AT A CURRENT RATE BASED ON THE DATE THE FUND WAS CREATED. THESE UNLOANED FUNDS ARE NUMBERED IN DESCENDING ORDER FROM THE OLDEST TO THE NEWEST. THE SYMBOL BESIDE THE INTEREST RATE(S) SHOWN ABOVE INDICATES HOW THIS RATE COMPARES TO THE RATE CREDITED TO THE PARTICULAR FUND AT THE BEGINNING OF THIS REPORT PERIOD. ANY CHANGE DURING THIS REPORT PERIOD WAS THE RESULT OF A CHANGE TO THE COMPANY'S EXPECTATIONS AS SET FORTH IN YOUR POLICY.

< DECREASED = UNCHANGED > INCREASED # NEW FUND, COMPARISON DOES NOT APPLY

IF A DECREASE OCCURRED (SYMBOL "<" SHOWN ABOVE) YOUR POLICY MAY NOT PERFORM AS PREVIOUSLY PROJECTED. COMPARE VALUES WITH THOSE IN THE ANNUAL REPORT FOR LAST YEAR, OR ANY PROJECTION PREVIOUSLY PROVIDED, AND CONTACT THE PERSON WHO SOLD YOU THIS POLICY WITH ANY QUESTIONS.

AN INTEREST RATE OF 3.000% WAS SHOWN IN THE PROJECTION AT THE TIME OF POLICY ISSUE.

EACH NEW PREMIUM RECEIVED DURING THE CURRENT REPORT PERIOD IS CREDITED WITH THE INITIAL INTEREST RATE SHOWN BELOW. SUBSEQUENT CREDITED INTEREST RATES ARE REFLECTED IN THE UNLOANED FUNDS BALANCE.

12-15-2009	3.000%
06-22-2010	3.000%

 ADDITIONAL INFORMATION

THE AMOUNT PAYABLE AT DEATH WILL BE REDUCED BY ANY OUTSTANDING LOAN BALANCE.

WE EXPECT TO USE \$.01000 PER \$1,000 OF NET AMOUNT AT RISK AS THE STANDARD MONTHLY RISK RATE IN DETERMINING THE COST OF INSURANCE DURING THE NEXT POLICY YEAR.

OWNER: DOE, JOHN
POLICY NUMBER: SPECIMEN

COVERAGE PROTECTION BENEFIT INFORMATION AS OF 11/28/2010

THE COVERAGE PROTECTION BENEFIT IS AN IMPORTANT PREMIUM GUARANTEE THAT CAN KEEP YOUR POLICY IN EFFECT IF THE POLICY'S NET CASH SURRENDER VALUE IS LESS THAN ZERO. YOUR POLICY INCLUDES DETAILED INFORMATION ON THIS IMPORTANT BENEFIT.

IN ORDER, FOR THE COVERAGE PROTECTION BENEFIT TO KEEP THIS POLICY IN EFFECT, THE DIFFERENCE BETWEEN THE COVERAGE PROTECTION AMOUNT AND THE LOAN BALANCE MUST BE AT LEAST EQUAL TO ZERO. WE SHOW THE COVERAGE PROTECTION AMOUNT, THE LOAN BALANCE AND THE DIFFERENCE BELOW. BECAUSE OF THE TIMING OF THIS REPORT, THE COVERAGE PROTECTION AMOUNT SHOWN DOES NOT INCLUDE ANY PREMIUM PAYMENTS WE MAY HAVE RECEIVED ON OR AFTER NOVEMBER 28 2010.

COVERAGE PROTECTION AMOUNT:	\$314.65
LOAN BALANCE:	\$ 0.00
DIFFERENCE:	\$314.65

BECAUSE THE DIFFERENCE IS AT LEAST EQUAL TO ZERO, THE COVERAGE PROTECTION BENEFIT IS AVAILABLE TO KEEP YOUR POLICY IN EFFECT.

STATEMENTS CONCERNING FORECAST OF POLICY FOR 10 YEARS FROM 11/28/2010

WE ARE PROVIDING THE FORECASTS BELOW TO HELP YOU TO DETERMINE WHETHER OR NOT THE POLICY IS PERFORMING AS YOU INTEND. PREMIUM RECEIVED ON OR AFTER THE RECENT POLICY ANNIVERSARY IS NOT INCLUDED IN THE FORECAST CALCULATIONS.

ASSUMPTIONS FOR ALL FORECAST STATEMENTS: (1) NO FUTURE POLICY LOANS OR WITHDRAWALS ARE TAKEN AND (2) NO POLICY CHANGES ARE MADE.

FORECAST STATEMENT (GUARANTEED BASIS): YOUR LIFE INSURANCE WILL CONTINUE UNTIL [MONTH, DAY, YEAR] IF YOU PAY NO MORE PREMIUMS.

FORECAST STATEMENT (GUARANTEED BASIS): YOUR LIFE INSURANCE WILL CONTINUE BEYOND [MONTH, DAY, YEAR] IF YOU CONTINUE TO PAY PLANNED PREMIUMS..

IF THE DATE SHOWN ON ANY FORECAST STATEMENT IS WITHIN THE NEXT 12 MONTHS, THEN BASED ON THE ASSUMPTIONS IN THE FORECAST STATEMENT, YOUR POLICY WILL NOT CONTINUE BEYOND THAT DATE UNLESS ADDITIONAL PREMIUMS ARE PAID. PLEASE CONTACT US IF YOU THINK A FORECAST SHOWS THAT YOUR POLICY IS NOT PERFORMING AS YOU INTEND. NOTE THAT WE CANNOT DISPLAY BENEFITS AND VALUES BASED ON OTHER THAN MINIMUM INTEREST CREDITING RATES AND MAXIMUM INSURANCE CHARGES. OUR CREDITING INTEREST AT HIGHER RATES OR CHARGING LOWER RATES FOR INSURANCE CAN RESULT IN YOU POLICY LASTING LONGER THAN FORECASTED.

IF YOU WANT AN INFORCE PROJECTION FOR MORE THAN TEN YEARS, WE WILL PROVIDE ONE AS EXPLAINED IN YOUR POLICY AND THE IMPORTANT POLICY OWNER NOTICE THAT FOLLOWS.

OWNER: DOE, JOHN
POLICY NUMBER: SPECIMEN

IMPORTANT POLICY OWNER NOTICE

IF YOU SURRENDER THIS POLICY OR ALLOW IT TO LAPSE YOU MIGHT INCUR AN INCOME TAX LIABILITY TO THE EXTENT THAT YOU HAVE A GAIN IN THE POLICY. IF THE POLICY IS SURRENDERED OR LAPSES, ANY EXISTING POLICY LOAN, INCLUDING UNPAID LOAN INTEREST, MAY BE TREATED AS RECEIVED ON SURRENDER. CONSULT A QUALIFIED TAX ADVISOR SHOULD YOU HAVE ANY QUESTIONS. VALUES AND STATEMENTS IN THIS REPORT DO NOT NECESSARILY INDICATE WHETHER THE POLICY IS MEETING OR EXCEEDING YOUR ORIGINAL GOALS FOR THIS COVERAGE.

YOU SHOULD OBTAIN AN INFORCE PROJECTION TO EVALUATE YOUR COVERAGE AND OBTAIN MORE DETAILED INFORMATION ABOUT YOUR POLICY'S POSSIBLE FUTURE PERFORMANCE. WE MAY CREDIT IN EXCESS OF THE MINIMUM RATE SPECIFIED IN THE POLICY AND CHARGE LOWER RATES FOR INSURANCE THAN SPECIFIED IN THE POLICY. IF WE DO SO, YOUR POLICY'S PERFORMANCE MAY BE BETTER THAN SHOWN IN THE PROJECTION. YOU SHOULD NOT CONSIDER REPLACING YOUR POLICY OR MAKING ANY CHANGES TO YOUR COVERAGE OR PREMIUM AMOUNT WITHOUT FIRST REQUESTING AND REVIEWING AN INFORCE PROJECTION. YOU MAY REQUEST AN INFORCE PROJECTION, BY CONTACTING OUR POLICYHOLDER'S SERVICE DEPARTMENT BY PHONE AT (888-325-5433) OR IN WRITING AT OUR STREET ADDRESS (3100 ALBERT LANKFORD DRIVE, LYNCHBURG, VA 24501) OR OUR P.O.BOX (P.O. BOX 10720, LYNCHBURG, VA 24506-0720). WE WILL NOT CHARGE YOU FOR THE FIRST REQUEST FOR AN INFORCE PROJECTION IN A POLICY YEAR; WE MAY CHARGE A FEE OF UP TO \$25.00 FOR EACH SUBSEQUENT REQUEST IN THAT SAME POLICY YEAR. IF YOU REQUEST AN INFORCE PROJECTION AND DO NOT RECEIVE IT WITHIN 30 DAYS FROM THE DATE OF YOUR REQUEST, YOU SHOULD CONTACT YOUR STATE DIVISION OR DEPARTMENT OF INSURANCE.

END OF STATEMENT

Home Office 6604 West Broad Street Richmond, VA 23230
 Service Center: 3100 Albert Lankford Dr. Lynchburg, VA 24501

STATEMENT OF POLICY COST AND BENEFIT INFORMATION
 Prepared 07/08/2009

[Marketing Name] Flexible Premium Adjustable Life Insurance [Policy Form No. [ICC09GL1002]/[GL1002-0709]]
 Policy Number: [SPECIMEN]

Prepared for:
[John Doe]
 [Age 35], [Male], [Standard No Nicotine Use]

For more information about this policy, please contact:
Genworth Home Office
 700 Main Street
 Lynchburg, VA 24504
 (888)325-5433

Initial Specified Amount: \$[250,000]

Planned Premium and Frequency: \$ [3,795.40] [Yearly]
Yearly Premium based on Planned Premium Payments:... \$ [3,795.40]

Loan Interest Rate Charged..... [7.6]% per year, compounded annually, payable in arrears.

5 % Interest Adjusted Indices

	Guaranteed
10 Year Net Payment/Surrender Cost	5.04 / 4.81
15 Year Net Payment/Surrender Cost	4.19 / 5.04
20 Year Net Payment/Surrender Cost	5.04 / 4.73
30 Year Net Payment/Surrender Cost	4.85 / 4.85

The Life Insurance Buyer's Guide explains the intended use of these indices.

ASSUMPTIONS FOR VALUES AND BENEFITS

The values and benefits shown in the pages that follow are based on these assumptions:

- (1) the Initial Specified Amount shown above does not change;
- (2) Planned Premium payments are made in the amounts and at the frequency shown above;
- (3) we credit any 1035 premium received by the end of the first policy year as if it were received on the Policy Date;
- (4) we credit each premium, including a 1035 premium received after the first policy year, as if it were received on the first day of the policy month in which it was received;
- (5) no rider is added and no rider is changed such that the charge for the rider increases; and
- (6) no policy loans or withdrawals are made.



POLICY Premiums
Initial Specified Amount: \$250,000

		3.00% Interest Rate -- Guaranteed Basis			
Yr	Age	Yearly Premium Based on Planned Premium Payments*	Policy Value **	Net Cash Surrender Value **	Death Benefit ***
1	35	3,795.40	2,813.92	0.00	250,000
2	36	3,795.40	5,685.68	0.00	250,000
3	37	3,795.40	8,647.15	2,989.65	250,000
4	38	3,795.40	11,672.15	6,262.15	250,000
5	39	3,795.40	14,792.00	9,627.00	250,000
10	44	3,795.40	31,415.54	28,340.54	250,000
20	54	3,795.40	70,026.27	70,026.27	250,000
21	55	3,795.40	74,225.73	74,225.73	250,000
30	64	3,795.40	113,663.25	113,663.25	250,000
71	105	3,795.40	223,762.31	223,762.31	250,000
72	106	3,795.40	224,725.29	224,725.29	250,000
86	120	3,795.40	246,514.07	246,514.07	250,000
87	121	0.00	253,443.69	253,443.69	250,000

RIDER Premiums – Yearly Premium Outlay

Year	Children's Level Term Insurance Rider \$10,000 per child	Waiver of Specified Premium Rider
1	0	0
2	0	0
3	0	0
4	0	0
5	0	0
10	0	0
20	0	0
30	0	0
Age 70	0	0
Age Rider Lapses	Earlier of Insured's age 65 or child's 25 th birthday	Insured's age 60

* Premiums shown are paid during the policy year, at the beginning of each payment period. If premiums are paid as planned, the Coverage Protection Benefit prevents the policy from lapsing even though the Policy Value and the Net Cash Surrender Values are "0."

** Net Cash Surrender Values shown are end-of-year values. If the Policy Value or Net Cash Surrender Value has a zero value, it will be shown here as "0." However, "0" shown here for Policy Value or Net Cash Surrender Value does not necessarily mean that the Policy Value or Net Cash Surrender Value is zero. The "0" also will be used to show a negative value.

*** Death Benefits shown are beginning-of-year values.

BULLETIN 11-83

EXHIBIT A (REVISED)

**CONSENT TO SUBMIT RATES AND/OR
COST BASES FOR APPROVAL**

The *Genworth Life Insurance Company* (“Company”) of *Richmond, VA* does hereby consent and agree
(Company Name) (City and State)

A) that all premium rates and/or cost bases both “maximum” and “current or projected,” used in relation to policy form number *GA1002-0709 AR* must be filed with the Insurance Commissioner for the State of Arkansas (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Genworth Life Insurance Company
(Company Name)



By
(Name)

Vice President
(Title or Position)

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Genworth Life Insurance Company

Company NAIC Code: Group 350, Company 70025

Company Contact Person&Telephone #: Brenda Bond (804) 922-5133

* INSURANCE DEPARTMENT USE ONLY *

* * *

* ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____ *

ALL FEES ARE PER EACH INSURER. PER ANNUAL STATEMENT LINE OF BUSINESS UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing. 4 X \$ 50= \$200**
**Retaliatory

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer. * _ X \$ 50=
**Retaliatory

Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form. _ X \$20=
**Retaliatory

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer. * _ X \$ 25=
**Retaliatory

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. * _ X \$400=

Filing to amend Certificate of Authority. *** _ X \$100=

ARKANSAS CERTIFICATION

GL1002-0709 AR, Flexible Premium Adjustable Life Insurance Company

The Company certifies that we will maintain compliance with Rule and Regulation 19 (Unfair Sex Discrimination). I hereby certify that to the best of my knowledge, information, and belief the rates submitted are in compliance with the provisions of Rule and Regulation 19, and that said rates conform to all Arkansas insurance statutes and departmental requirements.

The Company certifies that we will maintain compliance with Rule and Regulation 49 (Life and Health Guaranty Association Notices).

The Company certifies that we will maintain compliance with Rule and Regulation 34 (Universal Life Insurance).

The Company certifies that we will maintain compliance with requirements on Consumer Information Notices.

A Flesch score readability certification is included with this filing.

For Genworth Life Insurance Company

A handwritten signature in cursive script that reads "Paul Loveland".

Paul Loveland
Vice President Product Compliance

SERFF Tracking Number: GEFA-126251877 State: Arkansas
 Filing Company: Genworth Life Insurance Company State Tracking Number: 43105
 Company Tracking Number: GL1002-0709 AR
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Colony - Flexible Premium Adjustable Life - GLIC
 Project Name/Number: Colony - Flexible Premium Adjustable Life/GL1002-0709

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/03/2009	Form	Schedule	09/03/2009	GL1002-0709-S.pdf (Superseded)
08/03/2009	Form	Flexible Premium Adjustable Life Insurance Policy	09/03/2009	GL1002-0709_AR.pdf (Superseded)
08/03/2009	Supporting Document	Variability	09/03/2009	SOV_Colony generic_final 7-31.pdf

2. SCHEDULE

Flexible Premium Adjustable Life Insurance

Policy Information

Policy Number:..... [SPECIMEN]

Policy Date: [JUNE 1, 2009]

Date of Issue: [JUNE 1, 2009]

Monthly Deduction Stop Date*: [JUNE 1, 2095]

* See definition of Monthly Deduction Stop Date in **Definitions, Key Terms** (section 5).

Insured Information

Insured:..... [JOHN DOE]

Issue Age:..... [35]

Sex: [MALE]

Premium Class:..... [STANDARD NO NICOTINE USE]

Owner and Beneficiary Information

Owner: [As named in the application or as later changed by the Owner.]

Beneficiary: [As named in the application or as later changed by the Owner.]

Benefit Information

Initial Specified Amount:..... \$[250,000]

Minimum Specified Amount: \$[50,000]

Rider Information

[Accelerated Death Benefit Rider: No charge deducted from Policy Value.
 Administrative Fee deducted from claim payment.
 See Rider for details.]

2. SCHEDULE (Continued)

Premium Information

Planned Periodic Premium*:..... \$ [4,270.87] [Annually]

* The amount and frequency of the premium payment you told us you were planning to pay at the time you applied for this policy. It does not include any additional lump sum amounts you either planned to pay or rollover from another policy. It does not include changes you plan to make in later Policy Years.

[Loan Balance on Policy Date: \$[0.00]]

Fees and Charges

Monthly Administrative Fee:..... \$[7.88] per Policy Month

Monthly Expense Charge for

Initial Specified Amount:..... \$[[55.00] per Policy Month for first [86] Policy Years;
\$[0.00] thereafter.
Rate is [0.220000] /\$1,000 of Initial Specified Amount.]

Premium Expense: [12.50] % of all premium received.

2. SCHEDULE (Continued)

Fees and Charges (continued)

Administrative Fee for Withdrawal:.....\$[25.00] for each withdrawal.

Surrender Charges and Withdrawal Factors:

Surrender charges are applied to Surrenders and decreases in Specified Amount. (Sections 8.3 and 9.7).
Withdrawal factors are used to determine the charge for withdrawal (Section 9.8).

Policy Year	Surrender Charge	Withdrawal Factor
1	\$ 6,150.00	24.6000
2	5,902.50	23.6100
3	5,657.50	22.6300
4	5,410.00	21.6400
5	5,165.00	20.6600
6	4,920.00	19.6800
7	4,612.50	18.4500
8	4,305.00	17.2200
9	3,690.00	14.7600
10	3,075.00	12.3000
11	2,460.00	9.8400
12	1,845.00	7.3800
13	1,230.00	4.9200
14	615.00	2.4600
15& later	0.00	0.0000

Interest Rates

Policy Value

Guaranteed Minimum Credited Interest Rate:... [3] % per year; compounded annually.

Loan Balance

Credited Interest Rate: [5.6]% per year; compounded annually.

Charged Interest Rate(s):

Preferred Loan Balance Interest Rate: [5.6]% per year; compounded annually.

Non-preferred Loan Balance Interest Rate:... [7.6]% per year; compounded annually.

Nonforfeiture Values Interest Rate:..... [3] % per year, compounded annually.

Paid-Up Insurance Interest Rate: [4] % per year; compounded annually.

See **Schedule – Coverage Protection Benefit** for interest rates that apply to the Coverage Protection Amount.

Mortality Table

[2001 Commissioner’s Standard Ordinary Table, Sex Distinct, Smoker Distinct, Age Nearest Birthday.]

2. SCHEDULE (Continued)

Table of Maximum Monthly Risk Rates Per \$1,000 of Net Amount at Risk for the Initial Specified Amount

This table shows the Maximum Monthly Risk Rates for the Insured's Attained Age, Sex and Premium Class shown in this **Schedule** (section 2). The Maximum Monthly Risk Rates are the highest rates we can use for the Initial Specified Amount and will not change. We may use lower, non-guaranteed rates that are available upon request. If your policy includes an Increased Cost Rating, then the risk rates shown below include an additional amount for that rating. See **Cost of Insurance** (section 9.2) and **Monthly Risk Rates** (section 9.3).

<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>
35	0.090	78	4.540
36	0.100	79	5.070
37	0.100	80	5.660
38	0.110	81	6.320
39	0.110	82	7.010
40	0.120	83	7.760
41	0.130	84	8.580
42	0.140	85	9.510
43	0.160	86	10.530
44	0.180	87	11.650
45	0.190	88	12.840
46	0.210	89	14.100
47	0.230	90	15.420
48	0.240	91	16.660
49	0.260	92	17.950
50	0.280	93	19.320
51	0.300	94	20.750
52	0.330	95	22.270
53	0.360	96	23.650
54	0.410	97	25.120
55	0.460	98	26.700
56	0.510	99	28.380
57	0.570	100	30.180
58	0.620	101	31.600
59	0.680	102	33.120
60	0.740	103	34.740
61	0.830	104	36.460
62	0.930	105	38.260
63	1.040	106	40.180
64	1.160	107	42.220
65	1.290	108	44.390
66	1.420	109	46.690
67	1.550	110	49.130
68	1.690	111	51.730
69	1.830	112	54.480
70	2.010	113	57.410
71	2.210	114	60.510
72	2.460	115	63.810
73	2.740	116	67.300
74	3.020	117	71.000
75	3.340	118	74.940
76	3.680	119	79.100
77	4.070	120	83.330
		121 & later	0.000

These risk rates are based on the Mortality Table referred to in the **Schedule** (section 2).

2. SCHEDULE (Continued)

Table of End-of-Policy-Year Death Benefit Factors for the Initial Specified Amount

This table shows the death benefit factor for the last Policy Month of each Policy Year. Death Benefit Factors for other Policy Months are available upon request. All death benefit factors are based on the Insured's Attained Age, and the Insured's Sex and Premium Class shown in the **Schedule** (section 2).

<u>End of Policy Year</u>	<u>Death Benefit Factor</u>	<u>End of Policy Year</u>	<u>Death Benefit Factor</u>
1	4.7577873	44	1.3622898
2	4.5949815	45	1.3380015
3	4.4368936	46	1.3153040
4	4.2851741	47	1.2941855
5	4.1378271	48	1.2744274
6	3.9962536	49	1.2559455
7	3.8601067	50	1.2386819
8	3.7290701	51	1.2227093
9	3.6040088	52	1.2080115
10	3.4844475	53	1.1946000
11	3.3689778	54	1.1824035
12	3.2583010	55	1.1713684
13	3.1520644	56	1.1614387
14	3.0491800	57	1.1522446
15	2.9502102	58	1.1437186
16	2.8548894	59	1.1358638
17	2.7629774	60	1.1286557
18	2.6748100	61	1.1221459
19	2.5900893	62	1.1159866
20	2.5094849	63	1.1101953
21	2.4325896	64	1.1048309
22	2.3590433	65	1.0999625
23	2.2888921	66	1.0957376
24	2.2214520	67	1.0916253
25	2.1567827	68	1.0876388
26	2.0946070	69	1.0837868
27	2.0354641	70	1.0800748
28	1.9792421	71	1.0764770
29	1.9258116	72	1.0729993
30	1.8750309	73	1.0696410
31	1.8267501	74	1.0664046
32	1.7806403	75	1.0632852
33	1.7364093	76	1.0602777
34	1.6939431	77	1.0573858
35	1.6529844	78	1.0545962
36	1.6138001	79	1.0519050
37	1.5763350	80	1.0492818
38	1.5408260	81	1.0466761
39	1.5072287	82	1.0439351
40	1.4752032	83	1.0406559
41	1.4447708	84	1.0357018
42	1.4157610	85	1.0256477
43	1.3882074	86 & later	1.0000000

For an explanation of the use of these death benefit factors, refer to the **Death Benefit** provision (section 8.1) and the **Coverage Protection Benefit** (section 11).

Genworth Life Insurance Company

A Stock Company State of Domicile: Delaware

Home Office: [6610 West Broad Street, Richmond, VA 23230]

Service Center Address:

Service Center Phone:

[3100 Albert Lankford Drive, Lynchburg, Virginia 24501] [1-888-325-5433]

[P. O. Box 461, Lynchburg, VA 24505-0461]

This policy is a legal contract between “you” (the Owner) and “us” (the Company). In this policy, “you” and “your” are defined to mean and refer to the Owner, and “we,” “us,” and “our” are defined to mean and refer to the Company.

CONSIDERATION. We issued this policy in consideration of the application for this policy and the payment of the first premium.

THIS IS YOUR POLICY. PLEASE READ IT CAREFULLY.

Subject to the terms of this policy, we will pay the Beneficiary the death proceeds. We will not pay until we receive all of the following at our Service Center:

- this policy;
- due proof that the Insured died while this policy was in effect;
- a written claim for the death proceeds completed on a form that we supply; and
- if this policy or a policy change is contestable as set forth in the **Incontestability** provision when the Insured died, an authorization, on a form that we supply, from a person authorized to allow us to obtain and disclose information about the Insured.

RIGHT TO EXAMINE AND RETURN POLICY. You may return this policy within 20 days after it is delivered to you by taking it or mailing it to us or to any life insurance agent we appoint. Immediately upon delivery or mailing, this policy will be deemed void from the beginning. We will return any premium that has been paid.

This policy was signed on the Date of Issue.

President

Secretary

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Adjustable Death Benefit

Flexible Premiums Payable During the Insured’s Lifetime until the Monthly Deduction Stop Date

Benefits Vary with Risk Rates and Credited Interest Rates

Nonparticipating – No Dividends

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1. SUMMARY OF POLICY FEATURES

This summary is meant to give you a basic understanding of your policy. **Policy provisions provide details not fully described in this summary. Please read the entire policy carefully.**

POLICY TYPE. This policy is a flexible-premium, adjustable life insurance policy known as universal life insurance. It is not a term life insurance policy. It is also not a single-premium, level-premium, or vanishing-premium policy.

PREMIUMS. If you purchased this policy to guarantee coverage for a fixed period of time (e.g., 10 years, 20 years, etc.) for a fixed premium amount, the Coverage Protection Benefit is critical to maintain coverage. See section 11 that explains this feature in detail. In summary, under the terms of the Coverage Protection Benefit, as long as you pay your premiums in the amount and at the times chosen and do not take other actions such as taking policy loans, or withdrawals of policy values, your coverage will remain in effect for the chosen period. The Demonstration of the Operation of the Coverage Protection Benefit shows the premium pattern you plan to pay and how long coverage lasts if you pay the premiums as planned. If you fail to pay premiums in the amount and at the times planned, or take actions such as loans or withdrawals, you may lose the Coverage Protection Benefit, and your coverage will stay in effect only as long as the policy's value is high enough to keep the policy from lapsing as provided in the Grace Period section (section 7.3). In this scenario, unless you pay additional premiums that may be greater than the premiums shown in the Demonstration of the Operation of the Coverage Protection Benefit, this period of coverage may be shorter than the period otherwise provided by the Coverage Protection Benefit.

Except as otherwise may be required or planned in accordance with the Coverage Protection Benefit, fixed premiums for fixed periods are not required. Because your policy is a flexible-premium policy you can pay premiums in whatever amount and as frequently as you choose, but you must pay enough to keep the policy's value high enough to keep the policy from lapsing as provided in the Grace Period section (section 7.3).

HOW YOUR POLICY WORKS. This policy pays a Death Benefit if the Insured dies while this policy is in effect. The amount of the Death Benefit is the greater of the Specified Amount on the date of the Insured's death, or the Factored Policy Value on the date of the Insured's death. Both of these two amounts are defined in detail in your policy.

The Specified Amount is the amount of insurance. You can reduce the amount of insurance, called the Specified Amount, but you cannot increase the Specified Amount. We will increase the Specified Amount if necessary for the policy to continue to qualify as life insurance under federal, income-tax law.

From each premium we subtract a premium expense charge and credit the remaining premium to your policy's value, which is called Policy Value. At the beginning of each policy month, we subtract a monthly deduction from Policy Value consisting of specified fees and charges, including a charge for the cost of insurance, and we credit interest. If you surrender this policy during the surrender-charge period, we will subtract a surrender charge from Policy Value. We call the amount available on surrender Net Cash Surrender Value, which is the Policy Value minus any surrender charge minus any policy loan balance.

Besides being the amount available on surrender, the Net Cash Surrender Value, not the Policy Value, determines whether or not your policy stays in effect. If this value is less than zero at the beginning of a policy month, your policy will enter the grace period and will lapse (no longer provide coverage) if specific, needed premium is not paid by the end of the grace period. We will send you notice of the amount of the premium needed. **We can change the interest crediting rate and the scale of insurance rates at any time, subject to the minimum interest rate, the maximum insurance rates, and other conditions stated in the policy.** Any change we make will affect the amount of the Net Cash Surrender Value. Note that the scale of insurance rate is based on the likelihood that a person with characteristics similar to those of the Insured will die in a given policy month. Because this likelihood increases as the Insured gets older, you can expect insurance rates generally to increase each year even if we do not change the scale of insurance rates.

COVERAGE PROTECTION BENEFIT. This benefit provides that, if the Coverage Protection Amount (defined in section 11) minus any policy loan balance is zero or greater at the beginning of a policy month, your policy will not enter a grace period even if the Net Cash Surrender Value is less than zero at that time. In calculating the Coverage Protection Amount, we use different premium expense charges, policy fees and charges, insurance rates, and interest crediting rates than we use to calculate the Net Cash Surrender Value. **These charges, fees, and rates are guaranteed not to change. Thus it is possible to choose a particular pattern of premiums that can keep the Coverage Protection Amount high enough to keep your policy in effect for any period you choose.** The pattern you plan to pay and its effect on the length of time your coverage remains in effect are shown in your policy in the Demonstration of the Operation of the Coverage Protection Benefit.

The Coverage Protection Amount is calculated only to determine whether or not your policy enters the grace period. It is not an amount available to you for policy loans, withdrawals, or surrender.

PAYING LESS PREMIUM THAN PLANNED. If you pay premiums later or in smaller amounts or less frequently than planned, the Coverage Protection Amount might not remain high enough to keep coverage for as long as you want or to keep your policy from entering the grace period. You will need to pay more than the amount of the premium shortfall to get back to your original plan.

PAYING MORE PREMIUM THAN PLANNED. If you pay premiums earlier or in larger amounts or more frequently than planned, your coverage can remain in effect for longer than you originally planned and could continue for life, however you need to be aware that this policy is not designed primarily to accumulate significant Policy Value. If you reach the end of the period for which you planned your coverage to last and want to continue coverage, you will likely have to pay much higher premiums than you had been paying.

POLICY LOANS AND WITHDRAWALS. You can take policy loans and withdrawals as long as there is sufficient value to do so. These loans and withdrawals can affect how long your coverage lasts.

REINSTATEMENT. If your coverage lapses, you can reinstate it as provided in the *Reinstatement* section (section 7.4). After reinstatement premiums needed to maintain a Coverage Protection Amount large enough to keep this policy in effect can be much higher than those needed before reinstatement.

ANNUAL REPORT. We will send you an annual report of your policy's performance. Verify the accuracy of the report and compare the performance to your original objectives. Ensure that you are paying enough premium to meet your insurance objectives. Ask your life insurance agent to explain anything that you do not understand. If you wish, you can contact us to answer your questions, to help you make policy changes, and to request an in-force projection. You are entitled to receive at least one such projection each policy year.

2. SCHEDULE

Flexible Premium Adjustable Life Insurance

Policy Information

Policy Number:..... [SPECIMEN]

Policy Date: [JUNE 1, 2009]

Date of Issue: [JUNE 1, 2009]

Monthly Deduction Stop Date*: [JUNE 1, 2095]

* See definition of Monthly Deduction Stop Date in **Definitions, Key Terms** (section 5).

Insured Information

Insured:..... [JOHN DOE]

Issue Age:..... [35]

Sex: [MALE]

Premium Class:..... [STANDARD NO NICOTINE USE]

Owner and Beneficiary Information

Owner: [As named in the application or as later changed by the Owner.]

Beneficiary: [As named in the application or as later changed by the Owner.]

Benefit Information

Initial Specified Amount:..... \$[250,000]

Minimum Specified Amount: \$[50,000]

Rider Information

[Accelerated Death Benefit Rider: No charge deducted from Policy Value.
 Administrative Fee deducted from claim payment.
 See Rider for details.]

2. SCHEDULE (Continued)

Premium Information

Planned Periodic Premium*:..... \$ [4,270.87] [Annually]

* The amount and frequency of the premium payment you told us you were planning to pay at the time you applied for this policy. It does not include any additional lump sum amounts you either planned to pay or rollover from another policy. It does not include changes you plan to make in later Policy Years.

[Loan Balance on Policy Date: \$[0.00]]

Fees and Charges

Monthly Administrative Fee:..... \$[7.88] per Policy Month

Monthly Expense Charge for

Initial Specified Amount:..... \$[[55.00] per Policy Month for first [86] Policy Years;
\$[0.00] thereafter.
Rate is [0.220000] /\$1,000 of Initial Specified Amount.]

Premium Expense: [12.50] % of all premium received.

2. SCHEDULE (Continued)

Fees and Charges (continued)

Administrative Fee for Withdrawal:.....\$[25.00] for each withdrawal.

Surrender Charges and Withdrawal Factors:

Surrender charges are applied to Surrenders and decreases in Specified Amount. (Sections 8.3 and 9.7).
Withdrawal factors are used to determine the charge for withdrawal (Section 9.8).

Policy Year	Surrender Charge	Withdrawal Factor
1	\$ 6,150.00	24.6000
2	5,902.50	23.6100
3	5,657.50	22.6300
4	5,410.00	21.6400
5	5,165.00	20.6600
6	4,920.00	19.6800
7	4,612.50	18.4500
8	4,305.00	17.2200
9	3,690.00	14.7600
10	3,075.00	12.3000
11	2,460.00	9.8400
12	1,845.00	7.3800
13	1,230.00	4.9200
14	615.00	2.4600
15& later	0.00	0.0000

Interest Rates

Policy Value

Guaranteed Minimum Credited Interest Rate:... [3] % per year; compounded annually.

Loan Balance

Credited Interest Rate: [5.6]% per year; compounded annually.

Charged Interest Rate(s):

Preferred Loan Balance Interest Rate: [5.6]% per year; compounded annually.

Non-preferred Loan Balance Interest Rate:... [7.6]% per year; compounded annually.

Nonforfeiture Values Interest Rate:..... [3] % per year, compounded annually.

Paid-Up Insurance Interest Rate: [4] % per year; compounded annually.

See **Schedule – Coverage Protection Benefit** for interest rates that apply to the Coverage Protection Amount.

Mortality Table

[2001 Commissioner’s Standard Ordinary Table, Sex Distinct, Smoker Distinct, Age Nearest Birthday.]

2. SCHEDULE (Continued)

Table of Maximum Monthly Risk Rates Per \$1,000 of Net Amount at Risk for the Initial Specified Amount

This table shows the Maximum Monthly Risk Rates for the Insured's Attained Age, Sex and Premium Class shown in this **Schedule** (section 2). The Maximum Monthly Risk Rates are the highest rates we can use for the Initial Specified Amount and will not change. We may use lower, non-guaranteed rates that are available upon request. If your policy includes an Increased Cost Rating, then the risk rates shown below include an additional amount for that rating. See **Cost of Insurance** (section 9.2) and **Monthly Risk Rates** (section 9.3).

<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Rate</u>
35	0.090	78	4.540
36	0.100	79	5.070
37	0.100	80	5.660
38	0.110	81	6.320
39	0.110	82	7.010
40	0.120	83	7.760
41	0.130	84	8.580
42	0.140	85	9.510
43	0.160	86	10.530
44	0.180	87	11.650
45	0.190	88	12.840
46	0.210	89	14.100
47	0.230	90	15.420
48	0.240	91	16.660
49	0.260	92	17.950
50	0.280	93	19.320
51	0.300	94	20.750
52	0.330	95	22.270
53	0.360	96	23.650
54	0.410	97	25.120
55	0.460	98	26.700
56	0.510	99	28.380
57	0.570	100	30.180
58	0.620	101	31.600
59	0.680	102	33.120
60	0.740	103	34.740
61	0.830	104	36.460
62	0.930	105	38.260
63	1.040	106	40.180
64	1.160	107	42.220
65	1.290	108	44.390
66	1.420	109	46.690
67	1.550	110	49.130
68	1.690	111	51.730
69	1.830	112	54.480
70	2.010	113	57.410
71	2.210	114	60.510
72	2.460	115	63.810
73	2.740	116	67.300
74	3.020	117	71.000
75	3.340	118	74.940
76	3.680	119	79.100
77	4.070	120	83.330
		121 & later	0.000

These risk rates are based on the Mortality Table referred to in the **Schedule** (section 2).

2. SCHEDULE (Continued)

Table of End-of-Policy-Year Death Benefit Factors for the Initial Specified Amount

This table shows the death benefit factor for the last Policy Month of each Policy Year. Death Benefit Factors for other Policy Months are available upon request. All death benefit factors are based on the Insured's Attained Age, and the Insured's Sex and Premium Class shown in the **Schedule** (section 2).

<u>End of Policy Year</u>	<u>Death Benefit Factor</u>	<u>End of Policy Year</u>	<u>Death Benefit Factor</u>
1	4.7577873	44	1.3622898
2	4.5949815	45	1.3380015
3	4.4368936	46	1.3153040
4	4.2851741	47	1.2941855
5	4.1378271	48	1.2744274
6	3.9962536	49	1.2559455
7	3.8601067	50	1.2386819
8	3.7290701	51	1.2227093
9	3.6040088	52	1.2080115
10	3.4844475	53	1.1946000
11	3.3689778	54	1.1824035
12	3.2583010	55	1.1713684
13	3.1520644	56	1.1614387
14	3.0491800	57	1.1522446
15	2.9502102	58	1.1437186
16	2.8548894	59	1.1358638
17	2.7629774	60	1.1286557
18	2.6748100	61	1.1221459
19	2.5900893	62	1.1159866
20	2.5094849	63	1.1101953
21	2.4325896	64	1.1048309
22	2.3590433	65	1.0999625
23	2.2888921	66	1.0957376
24	2.2214520	67	1.0916253
25	2.1567827	68	1.0876388
26	2.0946070	69	1.0837868
27	2.0354641	70	1.0800748
28	1.9792421	71	1.0764770
29	1.9258116	72	1.0729993
30	1.8750309	73	1.0696410
31	1.8267501	74	1.0664046
32	1.7806403	75	1.0632852
33	1.7364093	76	1.0602777
34	1.6939431	77	1.0573858
35	1.6529844	78	1.0545962
36	1.6138001	79	1.0519050
37	1.5763350	80	1.0492818
38	1.5408260	81	1.0466761
39	1.5072287	82	1.0439351
40	1.4752032	83	1.0406559
41	1.4447708	84	1.0357018
42	1.4157610	85	1.0256477
43	1.3882074	86 & later	1.0000000

For an explanation of the use of these death benefit factors, refer to the **Death Benefit** provision (section 8.1) and the **Coverage Protection Benefit** (section 11).

3. SCHEDULE - Coverage Protection Benefit

*** The Fees, Charges and Rates shown in this Schedule, Section 3, **CANNOT** change. They only apply to the Coverage Protection Benefit. ***

Fees and Charges for Coverage Protection Benefit

Coverage Protection Monthly

Administrative Fee:.....\$[4.79] per Policy Month for the first [20] Policy Years; \$[9.00] thereafter.

Coverage Protection Monthly Expense Charge

for Specified Amount:\$[0.00] per Policy Month for first [86] Policy Years; \$[0.00] thereafter.
Rate is [0.000000] /\$1,000 of Specified Amount.

Coverage Protection Premium Expense Charge

The total premium received in a Policy Year is allocated to the Coverage Protection Sub-amounts as described in **Allocating Gross Premiums to the Sub-amounts** (section 11.4). The Coverage Protection Premium Expense Charge is a percentage of the allocated premium that varies by Sub-amount as stated in **Coverage Protection Premium Expense Charge** (section 11.5) and as shown below.

For total premium received in a Policy Year up to and including \$ [321.48]:

For total premium received in a Policy Year in excess of \$ [321.48]:

<u>Policy Years</u>	<u>For total premium received in a Policy Year up to and including \$ [321.48]:</u>			<u>For total premium received in a Policy Year in excess of \$ [321.48]:</u>		
	<u>Sub-amount 1</u>	<u>Sub-amount 2</u>	<u>Sub-amount 3</u>	<u>Sub-amount 1</u>	<u>Sub-amount 2</u>	<u>Sub-amount 3</u>
1	0.000%	---	---	0.000%	---	---
[2]- [73]	---	0.000%	0.000%	---	0.000%	0.000%
[74] - [86]	---	0.000%	0.000%	---	0.000%	0.000%

3. SCHEDULE - Coverage Protection Benefit

*** The Fees, Charges and Rates shown in this Schedule, Section 3, **CANNOT** change. They only apply to the Coverage Protection Benefit. ***

Interest Rates for Coverage Protection Amount

Interest Rate on portion of Coverage Protection Amount to which loan balance is not allocated

<u>Policy Years</u>	<u>Sub-amount</u>	<u>Interest Rate, compounded annually</u>	<u>Monthly Equivalent</u>
1 – [20]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[21] – [73]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[74] & later	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month

Interest Rate on portion of Coverage Protection Amount to which loan balance is allocated

<u>Policy Years</u>	<u>Sub-amount</u>	<u>Interest Rate, compounded annually</u>	<u>Monthly Equivalent</u>
1 – [9]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[10] – [73]	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month
[74] & later	1	[3.00] % / year	[0.24663] % / month
	2	[3.00] % / year	[0.24663] % / month
	3	[3.00] % / year	[0.24663] % / month

3. SCHEDULE - Coverage Protection Benefit (Continued)**Tables of Coverage Protection Monthly Rates applied to the Coverage Protection Charge Basis**

These Tables show the monthly rates for the Insured's Attained Age, and the Insured's Sex and Premium Class as shown in the **Schedule** (section 2). If your policy includes an Increased Cost Rating, then the rates shown below include an additional amount for that rating. See section 11.8 for details on these rates and a description of the use of Table A and Table B.

<u>Attained Age</u>	<u>Table A Monthly Rate</u>	<u>Table B Monthly Rate</u>	<u>Attained Age</u>	<u>Table A Monthly Rate</u>	<u>Table B Monthly Rate</u>
35	0.07406	0.07406	78	1.39393	5.05653
36	0.07554	0.08295	79	1.39393	5.30936
37	0.07705	0.09290	80	1.39393	5.57483
38	0.07859	0.10405	81	1.39393	5.85357
39	0.08016	0.11654	82	1.39393	6.17552
40	0.08176	0.13052	83	1.39393	6.51517
41	0.08340	0.14468	84	1.39393	6.87350
42	0.08507	0.15884	85	1.42654	7.25154
43	0.08677	0.17503	86	1.45991	7.81260
44	0.08851	0.19425	87	1.49406	8.41707
45	0.09028	0.21756	88	1.52901	9.06831
46	0.09209	0.24367	89	1.56478	9.76994
47	0.09393	0.27291	90	1.60139	10.52585
48	0.09581	0.30496	91	1.63885	11.25769
49	0.09773	0.33701	92	1.67719	12.00867
50	0.09968	0.36518	93	1.71643	12.78943
51	0.10167	0.39723	94	1.75659	13.60493
52	0.10370	0.43122	95	1.79768	14.44973
53	0.10577	0.47590	96	1.83974	15.27521
54	0.10789	0.52349	97	1.88278	16.14367
55	0.45553	0.68330	98	1.92683	17.07444
56	0.91106	1.25638	99	1.97191	18.06348
57	1.39393	1.39393	100	2.01804	19.11678
58	1.39393	1.49499	101	2.06525	19.92450
59	1.39393	1.60338	102	2.11357	20.78272
60	1.39393	1.71963	103	2.16302	21.69326
61	1.39393	1.84430	104	2.21362	22.65894
62	1.39393	1.97801	105	2.26541	23.66699
63	1.39393	2.12142	106	2.31841	24.73528
64	1.39393	2.27522	107	2.37265	25.86696
65	1.39393	2.44017	108	2.42816	27.06564
66	1.39393	2.61098	109	2.48497	28.33433
67	1.39393	2.79375	110	2.54310	29.67598
68	1.39393	2.98931	111	7.08843	31.09548
69	1.39393	3.19856	112	11.63376	32.59612
70	1.39393	3.42246	113	16.17909	34.18360
71	1.39393	3.59358	114	20.72442	35.86052
72	1.39393	3.77326	115	25.26975	37.63289
73	1.39393	3.96192	116	29.81508	39.50511
74	1.39393	4.16002	117	34.36041	41.48245
75	1.39393	4.36802	118	38.90574	43.57153
76	1.39393	4.58642	119	43.45107	45.77641
77	1.39393	4.81574	120	47.99640	47.99641
			121 & later	0.00000	0.00000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT

Insured:.....[John Doe]
Issue Age and Sex:.....[35] [M]
Premium Class:.....[Standard, No Nicotine Use]
Planned Frequency of Premium Payment:[Annual]
Planned Additional Lump Sums.....[Yes]

Important: The following chart demonstrates the operation of the Coverage Protection Benefit. Because your policy is a flexible-premium policy and not a fixed-premium policy, you can choose to pay premiums in any pattern including a payment pattern that differs from that shown in this demonstration; the Coverage Protection Benefit will keep your policy in effect as long as the Coverage Protection Amount minus any Loan Balance is at least equal to zero. See the Coverage Protection Benefit part of this policy, specifically the Coverage Protection Amount, (section 11.2) for details. Operation of other policy features that generate a positive Net Cash Surrender Value can also keep your policy in effect.

When you applied for this policy, we were given information about the amount of the premiums you planned to pay and when you planned to pay them. The values and benefits shown in the chart below are based on this planned-premium payment pattern and the Assumptions described below.

Assumptions:

- We credit any 1035 premium received by the end of the first Policy Year as if it were received on the Policy Date;
- We credit each other premium, including 1035 premium received after the first Policy Year, as if it were received on the first day of the Policy Month in which it was received;
- You do not decrease the Initial Specified Amount;
- You do not add any Rider after delivery of the policy to you that has an additional charge or change any Rider such that the charge for it increases; and
- You do not take any withdrawals or any policy loans except a policy loan transferred to this policy in any 1035 Exchange (Note: The Death Benefits shown in the chart below include the effect of this policy loan).

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>		<u>Total Planned Premiums Paid in Policy Year</u>		<u>Death Benefit *</u>
1	35	\$	4,270.87	\$	250,000
2	36		4,270.87		250,000
3	37		4,270.87		250,000
4	38		4,270.87		250,000
5	39		4,270.87		250,000
6	40		4,270.87		250,000
7	41		4,270.87		250,000
8	42		4,270.87		250,000
9	43		4,270.87		250,000
10	44		4,270.87		250,000
11	45		4,270.87		250,000
12	46		4,270.87		250,000
13	47		4,270.87		250,000
14	48		4,270.87		250,000
15	49		4,270.87		250,000
16	50		4,270.87		250,000
17	51		4,270.87		250,000
18	52		4,270.87		250,000
19	53		4,270.87		250,000
20	54		4,270.87		250,000
21	55		4,270.87		250,000
22	56		4,270.87		250,000
23	57		4,270.87		250,000
24	58		4,270.87		250,000
25	59		4,270.87		250,000
26	60		4,270.87		250,000
27	61		4,270.87		250,000
28	62		4,270.87		250,000
29	63		4,270.87		250,000
30	64		4,270.87		250,000
31	65		4,270.87		250,000
32	66		4,270.87		250,000
33	67		4,270.87		250,000
34	68		4,270.87		250,000
35	69		4,270.87		250,000
36	70		4,270.87		250,000
37	71		4,270.87		250,000
38	72		4,270.87		250,000
39	73		4,270.87		250,000
40	74		4,270.87		250,000
41	76		4,270.87		250,000
42	76		4,270.87		250,000
43	77		4,270.87		250,000
44	78		4,270.87		250,000
45	78		4,270.87		250,000
46	75		4,270.87		250,000
47	81		4,270.87		250,000
48	82		4,270.87		250,000
49	83		4,270.87		250,000

4. DEMONSTRATION OF THE OPERATION OF THE COVERAGE PROTECTION BENEFIT (Cont'd)

<u>Policy Year</u>	<u>Attained Age</u>	<u>Total Planned Premiums Paid in Policy Year</u>	<u>Death Benefit *</u>
50	84	\$ 4,270.87	\$ 250,000
51	85	4,270.87	250,000
52	86	4,270.87	250,000
53	87	4,270.87	250,000
54	88	4,270.87	250,000
55	89	4,270.87	250,000
56	90	4,270.87	250,000
57	91	4,270.87	250,000
58	92	4,270.87	250,000
59	93	4,270.87	250,000
60	94	4,270.87	250,000
61	95	4,270.87	250,000
62	96	4,270.87	250,000
63	97	4,270.87	250,000
64	98	4,270.87	250,000
65	99	4,270.87	250,000
66	100	4,270.87	250,000
67	101	4,270.87	250,000
68	102	4,270.87	250,000
69	103	4,270.87	250,000
70	104	4,270.87	250,000
71	105	4,270.87	250,000
72	106	4,270.87	250,000
73	107	4,270.87	250,000
74	108	4,270.87	250,000
75	109	4,270.87	250,000
76	110	4,270.87	250,000
77	111	4,270.87	250,000
78	112	4,270.87	250,000
79	113	4,270.87	250,000
80	114	4,270.87	250,000
81	115	4,270.87	250,000
82	116	4,270.87	250,000
83	117	4,270.87	250,000
84	118	4,270.87	250,000
85	119	4,270.87	250,000
86	120	4,270.87	250,000
87	121	0.00	250,000

* The death benefits are shown as of the beginning of a Policy Year and are based payment of planned premiums as shown. If the premium payments shown are paid and result in the policy's remaining in effect to age 121 (shown in the chart by a death benefit at age 121), the policy will remain in effect for the life of the Insured from that point forward.

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5. DEFINITIONS, KEY TERMS

The following are key words used in this policy. When these words are used, they are capitalized. Also, some words are capitalized and described within the Schedules (sections 2, 3), the Demonstration (section 4), or within provisions throughout this policy.

1035 Exchange – an exchange of contracts with respect to which no gain or loss is recognized at the time of the exchange for federal income-tax purposes under the provisions of section 1035 of the Internal Revenue Code of 1986, as amended, or similar statute replacing such section.

1035 Premium – is premium received from one or more life insurance contracts exchanged for this policy as part of a 1035 Exchange.

Attained Age – is the Issue Age shown in the **Schedule** (section 2) plus the number of whole years that have elapsed since the Policy Date.

Consent – is a written communication from an irrevocable Beneficiary, spouse or assignee of record acknowledging and approving a change that you request. We must receive it at our Service Center in format and substance acceptable to us.

Date of Issue – is the date this policy is considered to have been produced. It is shown in the **Schedule** (section 2).

Evidence – is proof that the Insured is eligible for insurance according to our underwriting rules for providing insurance and is provided in format and substance acceptable to us.

Factored Policy Value – is the amount determined by multiplying the Policy Value on any given date by the death benefit factor for the Policy Month that includes that date.

Increased Cost Rating – is the cost associated with an increased likelihood that the Insured will die because of medical, activity-related, or other mortality risks. This extra cost will be in the form of one or more of the following:

- a table rating for all Policy Years;
- a permanent flat extra for all Policy Years;
- a temporary flat extra for a specific number of Policy Years.

Each Increased Cost Rating is shown in the **Schedule** (section 2).

Issue Age – is shown in the **Schedule** (section 2). If the Policy Date is closer to the Insured's next birthday than to the most recent birthday, Issue Age will be the age on that next birthday. If equally close, Issue Age will be the Insured's age on the most recent birthday.

Monthly Deduction Stop Date – is the Policy Anniversary nearest the Insured's 121st birthday. It is the date we stop taking Monthly Deductions and Coverage Protection Monthly Deductions. The Monthly Deduction Stop Date is shown in the **Schedule** (section 2) and is referenced throughout **Premium Provisions** (section 7), **Policy Loans** (section 10), and **General Provisions** (section 6).

Net Cash Surrender Value – is the Policy Value minus any applicable Surrender Charge shown in the **Schedule** minus the Loan Balance (section 10.2).

Notice – is a signed and dated written communication from you for a policy change. We must receive it at our Service Center in format and substance acceptable to us. It must include necessary identifying information and the Policy Number, if available. We must receive your Notice to be responsible for making a policy change.

Policy Anniversary – the first day of each Policy Year after the first Policy Year. A Policy Anniversary occurs every year on the same day and month as the Policy Date. If the Policy Date is February 29, then March 1 will be the Policy Anniversary in any year that is not a leap year.

Policy Month – The first Policy Month begins on the Policy Date. Each subsequent Policy Month begins on the same day of the month as the Policy Date unless the month does not contain that day. In that case, the Policy Month will begin on the first day of the next calendar month.

Policy Year – The first Policy Year begins on the Policy Date. Each subsequent Policy Year begins on a Policy Anniversary. A Policy Year ends on the day before the next Policy Anniversary.

Premium Class – is the class to which the Insured is assigned based on information in the application and obtained during underwriting. The Premium Class is shown in the **Schedule** (section 2).

Request – is a signed and dated written communication from you for a policy change that requires our approval. We must receive it at our Service Center in format and substance acceptable to us. It must include necessary identifying information and the Policy Number, if available.

Specified Amount – when the policy is not in the Corridor, the Specified Amount is the death benefit.

6. GENERAL PROVISIONS

6.1 THE CONTRACT

The entire contract consists of this policy, each attached application and any attached endorsements, Riders and amendments.

An application includes all forms that we tell you are part of the application, including application forms, supplemental forms and amendments. We attached a true copy of the original application to this policy that was delivered to you. If this policy is changed after it is delivered, we will send you a true copy of your application for change and tell you to attach it to this policy. We will consider any application we send to you after delivery the same as if it had been attached at delivery.

All statements made in an application are considered, in the absence of fraud, to be representations and not warranties. No statement will void this policy or be used to defend a claim unless it is contained in the application.

While the Insured is alive, you may amend this policy with our consent. Only our authorized officers can consent to change or waive policy provisions. Any change or waiver must be made in writing.

6.2 DATE INSURANCE BEGINS

The Date Insurance Begins is the earliest of:

- the date of any temporary insurance agreement between you and us made in connection with the original application;
- the date we mail or fax a surrender request in connection with any 1035 Exchange agreement between you and us and in connection with the original application; and
- the date of delivery.

The date of delivery is the date this policy is delivered to you and the first premium is paid provided that on that date all proposed Insureds are living and in the same health and condition of insurability as described in the original application.

6.3 POLICY DATE

The Policy Date is the same as the Date Insurance Begins unless you consented in writing to another mutually agreeable date. All fees, charges, and deductions begin as of the Policy Date. The Policy Date is shown in the **Schedule** (section 2). It is the date from which Policy Anniversaries, Policy Years and Policy Months are measured.

6.4 OWNER AND BENEFICIARY

The Owner, Contingent Owner, Primary Beneficiary and Contingent Beneficiary are as named in the original application or as later changed by Notice. Any Contingent Owner is revoked if the Insured becomes the Owner.

As Owner, you have all rights stated in this policy. The Contingent Owner will become the Owner and assume all ownership rights if the Owner dies or ceases to exist before the Insured dies. If there is no Contingent Owner or if the Contingent Owner does not survive the Owner, either the Owner's estate or the Owner's successor in interest (in the case of an Owner that is not a natural person) will assume all ownership rights.

A Beneficiary's interest ends if that Beneficiary dies or ceases to exist (if not a natural person) before the Insured dies. If it cannot be determined whether the Insured or Beneficiary died first, then that Beneficiary will be considered to have died before the Insured.

When the Insured dies, we will pay the death proceeds to any surviving Primary Beneficiaries. If there are no surviving Primary Beneficiaries, we will pay the death proceeds to any surviving Contingent Beneficiaries.

If no Beneficiaries survive, we will pay the death proceeds to you. If you do not survive the Insured, we will pay your estate or your successor in interest (if you are not a natural person).

If there is a single surviving Beneficiary, the amount payable will be the entire death proceeds. If there is more than one surviving Beneficiary with equal interests, they will share the death proceeds equally. If their interests are unequal, they will share the death proceeds in proportion to their respective interests. If their interests have not been designated, they will share in the death proceeds equally.

If a trust named as the Owner or Beneficiary of this policy exercises ownership rights or claims benefits, we are not required to verify that the trust is in effect or that any trustee is acting within their scope of authority. Payment to the trust will release us from all obligations under this policy to the extent of the payment. When we pay the trust, we are not required to verify that the payment is applied according to the trust agreement.

6.5 CHANGE OF OWNER AND BENEFICIARY

While the Insured is alive, you may change the Owner, Contingent Owner, Primary Beneficiary, and Contingent Beneficiary by Notice. The new designation will take effect as of the date you sign the Notice unless you specify a different date. The change will not affect any payment we made or any other action we took before we received the Notice. Any change of Owner revokes any revocable Beneficiary designation and any Contingent Owner designation. The terms of an irrevocable Beneficiary designation cannot be changed or revoked without that Beneficiary's Consent.

6.6 ASSIGNMENT

No assignment will bind us until we receive and record it at our Service Center. Unless you specify a different date, the assignment will be effective as of the date signed; however, we will not be liable for action taken before we receive the assignment and we will not be required to verify that the assignment is valid or effective.

An irrevocable Beneficiary must give Consent to an assignment. If you live in a community property state, we also may require your spouse or legally recognized partner to give Consent.

6.7 MISSTATEMENT

If the Insured's age or sex is misstated, we will determine this policy's death benefit by adjusting: (1) the Specified Amount and (2) the death benefit factors. The date of adjustment will be the date the misstatement was discovered if the Insured is alive on that date; otherwise, it will be the date of the Insured's death.

The adjusted Specified Amount is $[(a - b) \times c] + b$ where:

- a) is the Specified Amount on the date of adjustment;
- b) is the Policy Value on the date of adjustment;
- c) is the ratio of the monthly risk rate used to calculate the most recent cost of insurance to the monthly risk rate that should have been used to calculate the most recent cost of insurance based on the correct information.

The adjusted Factored Policy Value is the Factored Policy Value on the date of adjustment calculated using the correct death benefit factor.

The adjusted death benefit for this policy on the date of adjustment will be either the adjusted Specified Amount or the adjusted Factored Policy Value, whichever is appropriate.

If the Insured is alive on the date of adjustment, we will use the adjusted Specified Amounts, the correct death benefit factors, and the correct monthly risk rates, in calculating the future Policy Value, Net Cash Surrender Value, and death benefit. In addition, we will use the adjusted Specified Amount, the correct death benefit factors, and the correct Coverage Protection monthly rates, in calculating the future Coverage Protection Amount (section 11.2).

We will extrapolate the monthly risk rates and the Coverage Protection monthly rates if the Insured's correct Issue Age exceeds the maximum issue age for this policy.

6.8 PREMIUM CLASS CHANGE

You may apply for a change in the Insured's Premium Class by Request as defined in Section 5.

6.9 SUICIDE

If the Insured, while sane or insane, dies by suicide within two years from and including the earlier of the Date Insurance Begins and the Date of Issue, the death proceeds will be an amount that equals:

- the sum of all premiums paid; minus
- the Loan Balance on the date of the Insured's death; minus
- the sum of all Gross Withdrawal Amounts.

6.10 INCONTESTABILITY

With respect to statements made in the original application, this policy is not contestable except for fraud, after it has been in effect during the Insured's lifetime for a period of two years beginning with the earlier of the Date Insurance Begins and the Date of Issue. With respect to statements made in a supplemental application, the applicable policy change is not contestable except for fraud, after it has been in effect during the Insured's lifetime for a period of two years beginning with its effective date. With respect to statements made in an application for reinstatement, this policy is not contestable except for fraud, after it has been in effect during the Insured's lifetime for a period of two years beginning with the date of reinstatement.

This provision applies to any Rider that does not contain a provision regarding contestability.

6.11 ANNUAL REPORT

An annual report will be sent to you except when the policy is being continued as paid up insurance. It will show the following for the period covered by the report:

- the Policy Values;
- policy activity, including credits and deductions;
- the Coverage Protection Amount at the end of the period; and
- any other information required by state law and regulation.

If asked, we will provide a new projection of future guaranteed values each Policy Year free of charge.

6.12 TERMINATION OF INSURANCE

This policy will terminate in one of the following ways:

- according to the **Grace Period** provision (section 7.3);
- according to the **Surrender and Net Cash Surrender Value** provision (section 9.7); or
- upon the death of the Insured.

Any payments we receive after the date this policy terminates will not reinstate this policy. Such payments will be refunded without interest.

6.13 MONTHLY DEDUCTION STOP DATE

On and after the Monthly Deduction Stop Date, we will not take Monthly Deductions, but will:

- allow policy loans and withdrawals;
- accept premiums needed to remove this policy from a Grace Period;
- accept loan repayments;
- credit interest according to the **Credited Interest Rates** provision (section 9.5); and
- charge interest on the Loan Balance.

On and after the Monthly Deduction Stop Date, we will continue to calculate the Coverage Protection Amount but will not take Coverage Protection Monthly Deductions.

If this policy is in a Grace Period on the Monthly Deduction Stop Date, you must make the payments required to remove this policy from the Grace Period or the policy will terminate without value at the end of the Grace Period.

On and after the Monthly Deduction Stop Date, the Loan Balance can cause the policy to enter a Grace Period. See **Grace Period** (section 7.3).

Under federal tax law, this policy may not qualify as life insurance on and after Attained Age 100. It may be subject to adverse tax consequences; you should consult a tax advisor.

6.14 NONPARTICIPATING

This policy does not share in any distribution of surplus. No dividends are payable.

7. PREMIUM PROVISIONS

7.1 PREMIUMS

Payment

A premium is any amount of money you pay us that is not a loan repayment; see **Loan Repayment**, (section 10.5). This policy is a flexible premium policy; premiums are not due on any set dates. You may pay premiums in any amount, at any time and by any method acceptable to us subject to limits we impose. Your choices about the amount, timing and frequency of premium payments affect the amount and length of your coverage. Your insurance may not last as long if you do not pay premiums as you originally planned, e.g., if you pay smaller amounts, or, pay later or less frequently than planned.

The following factors also affect the amount and length of your coverage:

- interest;
- policy loans and withdrawals;
- Monthly Deductions;
- Surrender Charges; and
- decreases in the Specified Amount.

These factors, alone or in combination, may require you to make additional payments to maintain your original coverage objectives or to keep your policy from terminating even if you pay premiums in a timely manner in the originally planned amount and frequency. The premium guarantee provided by the Coverage Protection Benefit protects against future adverse changes in non-guaranteed interest rates and cost of insurance charges, but only if you pay enough premium to maintain the Coverage Protection Benefit.

The **Grace Period** provision (section 7.3) tells you when you will need to make an additional payment to keep this policy from terminating, the amount of this payment, and the effect of failing to make this payment. You must pay more premium to keep this insurance from terminating if at the beginning of a Policy Month both of the following amounts are less than zero:

- the Net Cash Surrender Value; and
- the Coverage Protection Amount (section 11.2) minus the Loan Balance (section 10.2).

Method and Frequency of Payment

After the first premium, you may pay premiums:

- by electronic funds transfer arranged with our Service Center;
- to our premium payment address; or
- to one of our appointed life insurance agents but only in exchange for a receipt signed by one of our officers and countersigned by the life insurance agent.

We will only send reminder notices for premiums paid annually, semiannually or quarterly, but will process electronic funds transfers annually, semiannually, quarterly or monthly.

Limitations on Payment

We may limit a premium payment to the amount required to keep this policy in effect if the premium payment increases the net amount at risk.

7.2 REFUND OR RETURN OF PREMIUM

No premiums will be refunded or returned except as specifically stated in the **Right to Examine and Return Policy** provision on the first page, in the **Termination of Insurance** section (section 6.12), and in the **Death Proceeds** section (section 8.2).

7.3 GRACE PERIOD

A Grace Period is a period of time during which an additional payment must be made to keep this policy from terminating. The policy, and any Riders that have not terminated remain in effect during a Grace Period.

If at the beginning of a Policy Month, the Net Cash Surrender Value is less than zero and the Coverage Protection Amount minus the Loan Balance is less than zero, a 62-day Grace Period will begin.

We will send a Grace Period notice to you, to any assignee of record, and to any representative you have named at the addresses we have on record. This notice will show a payment amount that includes the amount required to remove this policy from the Grace Period plus an additional amount that will keep the policy in effect for two consecutive policy months. The amount required to remove the policy from the Grace Period is equal to the lesser of the Net Cash Surrender Value Shortage and the Coverage Protection Benefit Shortage.

The Net Cash Surrender Value Shortage is the smallest amount of premium or loan repayment or combination of the two that will make the Net Cash Surrender Value equal zero as of the beginning of the Policy Month in which this shortage is being determined.

The Coverage Protection Benefit Shortage is the smallest amount of premium or loan repayment or combination of the two that will make the Coverage Protection Amount minus the Loan Balance equal zero as of the beginning of the Policy Month in which this shortage is being determined.

This policy and all Riders will terminate without value if you do not make a payment sufficient to remove this policy from the Grace Period by the later of:

- the 31st day after we mail the Grace Period notice; and
- the 62nd day of the Grace Period.

Death During a Grace Period

If the Insured dies during a Grace Period, we will subtract from the death proceeds the lesser of the Net Cash Surrender Value Shortage and the Coverage Protection Benefit Shortage. These shortages will be determined as of the date the Insured dies.

7.4 REINSTATEMENT

If this policy terminates according to the **Grace Period** provision (section 7.3), within five years of the beginning of the Grace Period, you may ask us to reinstate this policy. However, this policy cannot be reinstated on or after the Monthly Deduction Stop Date.

To reinstate this policy, you must:

- provide Evidence for the Premium Class in effect when this policy terminated;
- repay or reinstate any Loan Balance;
- pay at least the lesser of:
 - the smallest payment of premium or loan repayment or combination of the two that will make the Net Cash Surrender Value equal zero as of the end of the Grace Period; and
 - the smallest payment of premium or loan repayment or combination of the two that will make the Coverage Protection Amount minus the Loan Balance equal zero as of the end of the Grace Period.

If the Insured is alive on the date all the above conditions are satisfied, we will reinstate this policy including any applicable Surrender Charges and the Coverage Protection Benefit on that date; that will be the date of reinstatement.

The Surrender Charge on the date of reinstatement will be an amount not greater than the Surrender Charge on the date of termination.

8. INSURANCE PROVISIONS

8.1 DEATH BENEFIT

The amount of the death benefit is the greater of:

- the Specified Amount as of the date of the Insured's death; and
- the Factored Policy Value as of the date of the Insured's death.

We have defined the death benefit so that this policy will qualify as life insurance under Section 7702 of the Internal Revenue Code of 1986 (IRC), as amended, or under any federal income tax law replacing section 7702. This policy will qualify as life insurance under Section 7702 as long as the relationship between the death benefit and the Policy Value meets the specific requirements of Section 7702. The death benefit factors shown in the **Schedule** (section 2) are the means by which this policy maintains that relationship.

The death benefit factors for the Initial Specified Amount are shown in the **Schedule** (section 2). If you change the Specified Amount or Premium Class, new death benefit factors may apply. We will tell you the new death benefit factors.

8.2 DEATH PROCEEDS

Subject to the terms of this policy, the death proceeds become payable if the Insured dies while this policy is in effect. The death proceeds will be paid in one sum or according to **Settlement Options** (section 12). The death proceeds equal:

- the death benefit as defined in the **Death Benefit** provision (section 8.1); minus
- the Loan Balance as of the date of the Insured's death.

We will adjust the amount of the death proceeds because of any or all of the following:

- a misstatement of age or sex;
- a successful contest of this policy; or
- death during a Grace Period.

We will pay interest on death proceeds not paid within 30 days after all of the items specified in the first paragraph on the face page of the policy are received at the Service Center. We will pay interest at the rate of 8% a year unless otherwise provided by settlement option.

If the Insured dies by suicide, we will determine the amount of the death proceeds as provided in the **Suicide** provision (section 6.9) and not according to this section.

In addition to the death proceeds, we will return any premiums we receive after the first day of the Policy Month in which the Insured died.

8.3. CHANGES IN SPECIFIED AMOUNT

No decreases in Specified Amount are allowed in the first 12 Policy Months except decreases because of withdrawals.

Increase in Specified Amount

An increase of the Specified Amount is not permitted.

Decrease in Specified Amount

Our approval is not required to decrease the Specified Amount. The effective date of the decrease will be the beginning of the Policy Month on or immediately following the date we receive the Notice to make the change unless we agree to another date you have requested.

We will decrease the Specified Amount to the amount you request, but to no less than the Minimum Specified Amount shown in the **Schedule** (section 2).

We will subtract a charge from the Policy Value on the effective date of the decrease. The amount of the charge will be (a) multiplied by (b) divided by (c) where:

- a) is the decrease in the Specified Amount;
- b) is the Surrender Charge for the Policy Year of the decrease;
- c) is the Specified Amount immediately prior to the decrease.

We will reduce the Policy Value by the amount of this charge as of the effective date of the decrease. We will notify you of the amount of this charge. We will not reduce the Policy Value to zero or to an amount less than zero.

As of the effective date of a decrease in Specified Amount, we will reduce the Surrender Charges shown in the **Schedule** (section 2) in the same proportion as the decrease bears to the Specified Amount immediately prior to the decrease. We will provide a copy of the adjusted Surrender Charges. We will not change the Monthly Expense Charge as a result of a decrease in the Specified Amount.

If the death benefit factors need to be adjusted, we will notify you of any adjustment.

9. NONFORFEITURE PROVISIONS

9.1 POLICY VALUE

The Policy Value on the Policy Date equals:

- any net premium credited on the Policy Date; minus
- the **Monthly Deduction** (section 9.4) for the first Policy Month.

Net premium is the premium paid minus the Premium Expense Charge shown in the **Schedule** (section 2).

The Policy Value at the beginning of any Policy Month other than the first Policy Month equals:

- the Policy Value at the beginning of the prior Policy Month; plus
- interest for the prior Policy Month; plus
- each net premium credited to the Policy Value since the beginning of the prior Policy Month plus interest from the day it is credited to the beginning of the Policy Month; minus
- the Gross Withdrawal Amount for each withdrawal made since the beginning of the prior Policy Month with interest from the Withdrawal Date; minus
- any charge for a decrease in Specified Amount effective at the beginning of the prior Policy Month; minus
- the monthly deduction for the current Policy Month.

The Policy Value on any other day of the Policy Month equals:

- the Policy Value at the beginning of the Policy Month; plus
- interest on this Policy Value from the beginning of the Policy Month; plus
- each net premium credited to the Policy Value since the beginning of the Policy Month plus interest from the day it is credited to the day on which the Policy Value is being determined; minus
- the Gross Withdrawal Amount for each withdrawal made since the beginning of the Policy Month with interest from the Withdrawal Date to the day on which the Policy Value is being determined.

Any additional amounts credited to the Policy Value are nonforfeitable after they are credited. Upon surrender or withdrawal, any additional amounts credited may be reduced by the amount of the surrender charge or withdrawal charge.

9.2 COST OF INSURANCE

The Cost of Insurance for a Policy Month equals (a) multiplied by (b) where:

- a) is the monthly risk rate per thousand;
- b) is the number of thousands of Net Amount at Risk for that month.

The net amount at risk for a Policy Month equals (a) divided by (b) where:

- a) is the Specified Amount minus the projected policy value at the end of the Policy Month;
- b) is one plus the monthly decimal equivalent of the applicable credited interest rate as shown in the **Schedule**.

The projected policy value at the end of a Policy Month is the Policy Value for at the beginning of that month, accumulated with interest to the end of that month at the rate(s) assumed to be credited for that month.

9.3 MONTHLY RISK RATES

The monthly risk rates are based on the Specified Amount; Issue Age and Premium Class; the length of time the insurance has been in effect and the sex of the Insured. The Maximum Monthly Risk Rates for the Initial Specified Amount are shown in the **Schedule** (section 2). We may use lower, non-guaranteed monthly risk rates. These rates are available upon request.

9.4 MONTHLY DEDUCTION

The monthly deduction is comprised of:

- the **Cost of Insurance** (section 9.2) for the Policy Month;
- the cost of Riders for the Policy Month;
- the Monthly Administrative Fee shown in the **Schedule** (section 2); and
- the Monthly Expense Charge for the Policy Month.

9.5 CREDITED INTEREST RATES

Interest accrues daily, is credited to Policy Value at the beginning of each Policy Month and is compounded annually. We will not credit negative interest on any portion of the Policy Value.

The credited interest rate used in the calculation of the Policy Value will never be less than the Guaranteed Minimum Credited Interest Rate shown in the **Schedule** (section 2). Interest in excess of the Guaranteed Minimum Credited Interest Rate may be applied as we determine, but will be credited at least annually.

9.6 CHANGES IN RATES AND CHARGES

At our sole discretion, we may change the monthly risk rates or the credited interest rate at any time. The monthly risk rates will never exceed the maximum monthly risk rates. Credited interest rates will never be less than the Guaranteed Minimum Credited Interest Rate.

We will base any change on our expectations as to future investment earnings, mortality, persistency, expenses and taxes. We will not make a change in order to distribute past gains or recoup prior losses. Any change in the monthly risk rates will apply to all insureds with the same combination of the following: Attained Age; Sex; length of time insurance has been in effect; Specified Amount; Policy Value; Premium Class; and policy form.

Changes in rates will affect the growth of the Policy Value and may also affect the length of time that the insurance remains in effect.

9.7 SURRENDER AND NET CASH SURRENDER VALUE

You may surrender this policy by filing Notice and returning the policy to us. The Insured must be alive on the date of the Notice for us to process the surrender.

Policy surrender will occur on the date of surrender; that date will be the earlier of:

- the first day of the Policy Month on or after the date we receive the Notice; and
- the date we process the surrender.

This policy will terminate upon surrender of this policy. A Grace Period will not apply if this policy is terminated because of surrender.

The amount payable upon surrender is the Net Cash Surrender Value (the Policy Value minus the applicable Surrender Charge minus the Loan Balance) as of the date of surrender. If the date of surrender is within 30 days after a Policy Anniversary, the Net Cash Surrender Value will not be less than:

- the Net Cash Surrender Value on the Policy Anniversary; minus
- any policy loan made since the Policy Anniversary, including accrued interest; minus
- the Gross Withdrawal Amount for each withdrawal made since the Policy Anniversary, including interest on each amount.

We may defer payment up to six months after the date we received the Notice.

9.8 WITHDRAWAL

A withdrawal is a way to take out a portion, but not all, of the Net Cash Surrender Value. During the Insured's lifetime you may make a withdrawal by filing Notice. You cannot make a withdrawal while this policy is being continued as paid-up insurance as set out in the **Paid-Up Insurance** provision (section 9.9).

The withdrawal date is the date we withdraw the money from the policy.

The maximum amount available for withdrawal will be the lesser of:

- the Net Cash Surrender Value on the withdrawal date minus the Administrative Fee for withdrawal and minus loan interest to the end of the Policy Year; and
- the amount that would reduce the Specified Amount to the Minimum Specified Amount shown in the **Schedule** (section 2).

We may defer payment of a withdrawal up to six months after we receive your Notice; however, we will not defer payment if the withdrawal is for payment of premiums for any policy you have with us.

We will reduce the Policy Value on the withdrawal date by the Gross Withdrawal Amount. The Gross Withdrawal Amount equals:

- the amount paid to you; plus
- a withdrawal charge equal to the amount paid to you divided by 1,000, multiplied by the Withdrawal Factor shown in the **Schedule** (section 2) for the Policy Year in which the withdrawal is taken; plus
- the Administrative Fee for Withdrawal shown in the **Schedule** (section 2).

We will decrease the Specified Amount on the withdrawal date by an amount equal to the greater of zero and the quantity of (a) minus (b) where:

- a) is the Gross Withdrawal Amount;
- b) is the greater of (i) and (ii), rounded to the nearest dollar, where:
 - i) is zero; and
 - ii) is the Policy Value immediately prior to the withdrawal date minus the result obtained by dividing the Specified Amount on the withdrawal date by the death benefit factor applicable on the withdrawal date.

We may adjust the Withdrawal Factors. We will notify you of the amount of the withdrawal charge and any adjustment to Withdrawal Factors. The reduction in Policy Value and any adjustment will be effective as of the withdrawal date.

9.9 PAID-UP INSURANCE

If this policy has a Net Cash Surrender Value greater than zero, you may elect to continue it as a level amount of paid-up insurance by filing Notice. The effective date of the paid-up insurance will be the first day of the Policy Month on or after the date we receive the Notice, provided the Insured is alive on that date.

To determine the amount of paid-up insurance, we will apply the Net Cash Surrender Value on the effective date of the paid-up insurance as a net single premium at the Insured's Attained Age. We will use the ***Paid-Up Insurance Interest Rate*** shown in the ***Schedule*** (section 2) to calculate the net single premium.

You may obtain a loan upon the sole security and assignment of this paid-up insurance. The largest amount available as a policy loan equals the net single premium for the paid-up benefit calculated as of the end of the Policy Year minus the loan balance resulting from each policy loan made after the effective date of the paid-up insurance.

You may surrender this paid-up insurance at any time for its Net Cash Surrender Value. This value is the net single premium at the Insured's Attained Age for the paid-up benefit minus the loan balance resulting from each policy loan made after the effective date of the paid-up insurance.

If the date of surrender is within 30 days after a Policy Anniversary, the Net Cash Surrender Value will be no less than the Net Cash Surrender Value on the Policy Anniversary minus each policy loan, with accrued interest, made since the Policy Anniversary.

We will not provide an annual report when this policy is continued as paid-up insurance.

9.10 BASIS OF COMPUTATIONS

The mortality table and rates of interest used in calculating minimum Policy Values and paid up insurance net single premiums are shown in the ***Schedule*** (section 2). Values are at least equal to those required by statute in the state in which this policy was delivered. A detailed statement of the method of computing these values has been filed with the insurance department of that state.

10. POLICY LOANS

10.1 CASH LOAN

We will make a loan upon the sole security and assignment of this policy. You may obtain the loan while this policy is in effect by filing Notice. The largest amount we will make available to you as a policy loan is an amount that equals:

- the loan value; minus
- the loan balance on the date the loan is to be made; minus
- loan interest to the end of the Policy Year.

The loan value equals:

- the Policy Value on the date the loan is being determined, projected to the end of the Policy Year at the Guaranteed Minimum Credited Interest Rate shown in the **Schedule** (section 2); minus
- the Surrender Charge for the Policy Year that includes the date the loan value is being determined.

When we determine the loan value, we assume the following in projecting the Policy Value to the end of the Policy Year:

- no premiums are paid for the remainder of that Policy Year;
- interest at Guaranteed Interest Rates as shown in the Schedule is paid and charged as applicable; and
- a monthly deduction equal to the monthly deduction for the Policy Month that includes the date the loan value is being determined is taken for each Policy Month remaining in that Policy Year.

10.2 LOAN BALANCE

The Loan Balance at any time equals:

- the sum of all policy loans made; minus
- the sum of all loan repayments; plus
- accrued loan interest.

The Loan Balance is segregated into preferred and non-preferred loan balances. We will allocate a policy loan to the appropriate loan balance(s) at the time a loan is made. The maximum amount that we will allocate to the preferred loan balance equals:

- the Policy Value at the time the loan is made; minus
- the Loan Balance immediately prior to the loan; minus
- the sum of the premiums paid less any Gross Withdrawal Amounts.

This amount will not be less than zero.

On a Policy Anniversary, we will reallocate the loan balance between the preferred and non-preferred loan balances. The preferred loan balance after reallocation will not exceed an amount that equals:

- the Policy Value at the time of reallocation; minus
- the sum of the premiums paid less any Gross Withdrawal Amounts.

If this policy is continued as provided in the **Paid-Up Insurance** provision (section 9.9), we will allocate any preferred loan balance to the non-preferred loan balance on the effective date of the paid-up insurance. We will not make any further allocations to the preferred loan balance as long as this policy continues as paid-up insurance.

We will apply a loan repayment to reduce the non-preferred loan balance. We then will apply any amount left over to reduce the preferred loan balance.

10.3 DEFERRAL

We may defer making a policy loan up to six months after we receive Notice; however, we will not defer a loan for payment of premiums for any policy that you have with us.

10.4 LOAN INTEREST

The **Schedule** (section 2) shows the loan interest rates charged; this rate will never exceed 8% compounded annually.

Interest accrues daily from and including the date a loan is made and is compounded annually. We will use simple interest to calculate loan interest for fractional Policy Years. If you do not pay interest when it is due, we will add it to the loan to bear interest at the same rate.

Interest on a loan is payable in arrears on each Policy Anniversary and on the earliest of these dates:

- the date of a loan repayment;
- the date of surrender of this policy;
- the date of termination of this policy; and
- the date of the Insured's death.

10.5 LOAN REPAYMENT

You may repay all or any part of a policy loan while the Insured is living and this policy is in effect. If this policy terminates as provided in the **Grace Period** section (section 7.3), you may not make a loan repayment after the end of the Grace Period unless you first reinstate this policy.

You should clearly identify your loan repayments. Before the Monthly Deduction Stop Date, we will consider an unidentified payment to be a premium payment, not a loan repayment. On and after the Monthly Deduction Stop Date, however, we will consider an unidentified payment to be a loan repayment unless a premium payment is required at that time to remove this policy from a Grace Period.

11. COVERAGE PROTECTION BENEFIT

11.1 Coverage Protection Benefit

When the Net Cash Surrender Value is less than zero, the Coverage Protection Benefit will keep this policy from entering a Grace Period if the Coverage Protection Amount at the beginning of a Policy Month minus the Loan Balance is greater than or equal to zero.

11.2 Coverage Protection Amount

The Coverage Protection Amount is equal to the sum of the following three Sub-amounts:

- Coverage Protection Sub-amount 1 (Sub-amount 1);
- Coverage Protection Sub-amount 2 (Sub-amount 2); and
- Coverage Protection Sub-amount 3 (Sub-amount 3); which is the only Sub-amount that can be negative.

The Coverage Protection Amount is **separate and distinct** from the Policy Value and all other values identified under **Nonforfeiture Provisions** (section 9). It is **not accessible** to you, the Insured or any Beneficiary **at any time for any purpose**. At the beginning of each Policy Month, we calculate the Coverage Protection Amount for the prior Policy Month and use it solely to determine whether this policy will enter a Grace Period.

11.3 Calculation of Sub-amounts

Order of Operations

We use the following Order of Operations to calculate the Sub-amount balances:

- we allocate premiums; then
- we subtract the Coverage Protection Premium Expense Charges; then
- we process any decrease in Specified Amount; then
- we allocate and subtract the Surrender Charge for any decrease in Specified Amount; then
- we allocate and subtract the Coverage Protection Monthly Deduction; then
- we calculate and add interest; then
- we allocate and subtract any Gross Withdrawal Amounts as defined in **Withdrawals** (section 9.8).

At the Beginning of a Policy Month

On the Policy Date, each Sub-amount balance is equal to zero.

At the beginning of each Policy Month after the first Policy Month, we calculate the balance for each Sub-amount for the prior Policy Month. This balance equals a) plus b) minus c) where:

- a) is a Base Amount equal to:
- the Sub-amount balance at the beginning of the prior Policy Month; plus
 - the premiums allocated to the Sub-amount on and after the beginning of the prior Policy Month; minus the applicable **Coverage Protection Premium Expense Charge** as shown in the **Schedule - Coverage Protection Benefit** (section 3); minus
 - the portion of the Surrender Charge allocated to the Sub-amount for any decreases in Specified Amount effective at the beginning of the prior Policy Month; minus
 - the portion of the Coverage Protection Monthly Deduction for the prior Policy Month allocated to the Sub-amount;
- b) is interest on the Base Amount from the beginning of the prior Policy Month;
- c) is the Gross Withdrawal Amounts allocated to the Sub-amount for any withdrawals made since the beginning of the prior Policy Month.

At the end of a Policy Year

At the end of the last Policy Month of the first Policy Year, if the calculation described in Section 11.3 would result in a negative balance in Sub-amount 3 and if Sub-amount 1 has a positive balance sufficient to cover the negative balance in Sub-amount 3, we will decrease Sub-amount 1 by the entire negative balance and set the balance in Sub-amount 3 to zero. If the balance in Sub-amount 1 is not sufficient to cover the negative balance in Sub-amount 3, we will increase Sub-amount 3 by the entire positive balance in Sub-amount 1 and set Sub-amount 1 to zero.

At the end of the last Policy Month of each Policy Year, if the calculation described in Section 11.3 would result in a positive balance in Sub-amount 3, we will increase Sub-amount 2 by the entire positive balance and set the balance in Sub-amount 3 to zero.

11.4 Allocating Gross Premiums to the Sub-amounts

We will allocate premium to the Sub-amounts as follows:

- **Sub-amount 1** – We will allocate all premium received in the first Policy Year to Sub-amount 1.
- **Sub-amount 2** – After the first Policy Year, if the Coverage Protection Amount for the Policy Month, prior to the Policy Month in which premium is received, is greater than zero, we will allocate the premium to Sub-amount 2.
- **Sub-amount 3** – After the first Policy Year, if the Coverage Protection Amount for the Policy Month, prior to the Policy Month in which premium is received, is less than or equal to zero, we will allocate the premium to Sub-amount 3. We limit the amount of premium we will allocate to Sub-amount 3. If a premium exceeds that limit, we will allocate the excess to Sub-amount 2. The limit is the amount of premium (rounded up to the nearest \$5.00) which would result in a balance of zero in Sub-amount 3 at the end of the Policy Year assuming no further premiums are paid during that year.

We allocate premium to the appropriate Sub-amount as of the beginning of the Policy Month in which it was received, regardless of when it was actually received. We allocate all 1035 Premium received during the first Policy Year as of the Policy Date; otherwise, we allocate it as of the beginning of the Policy Month in which it was received.

11.5 Coverage Protection Premium Expense Charge

The Coverage Protection Premium Expense Charge varies by Sub-amount as shown in the **Schedule - Coverage Protection Benefit** (section 3). The dollar amount referred to within the Coverage Protection Premium Expense Charge is subject to change if any of the following occurs:

- a change in the Specified Amount;
- a change in any Increased Cost Rating;
- a change in Premium Class;
- a change in the scheduled cost of any Rider; or
- the removal or termination of any Rider.

11.6 Allocating and Subtracting Charges, Deductions, and Withdrawals from the Sub-Amounts

Following the **Order of Operations** (section 11.3), we will allocate and subtract in order any Surrender Charges for Decrease in Specified Amount (section 8.3), the Coverage Protection Monthly Deduction, and any Gross Withdrawal Amounts (section 9.8) from the Sub-amounts as follows:

- Starting with Sub-amount 3, if Sub-amount 3 is positive, we will allocate and subtract from Sub-amount 3 until Sub-amount 3 equals zero or until we have allocated and subtracted the entire amount of each charge, deduction or withdrawal.
- To the extent that we cannot subtract the entire amount from Sub-amount 3, we will proceed to the other Sub-amounts in descending numerical order (Sub-amount 3 to Sub-amount 2; Sub-amount 2 to Sub-amount 1). We will allocate and subtract the remainder until we have allocated and subtracted the entire remainder or until all Sub-amounts equal zero.
- To the extent that we cannot allocate and subtract the entire remainder from Sub-amount 1, we will allocate and subtract the entire remainder from Sub-amount 3, which then will be negative.

11.7 Coverage Protection Monthly Deduction

The Coverage Protection Monthly Deduction for a Policy Month is comprised of:

- the cost of Riders for the Policy Month;
- the Coverage Protection Monthly Administrative Fee for the Policy Month shown in the **Schedule - Coverage Protection Benefit** (section 3);
- the Coverage Protection Monthly Expense Charge for the Policy Month shown in the **Schedule - Coverage Protection Benefit** (section 3); and
- the **Coverage Protection Charge** for the Policy Month (section 11.8).

11.8 Coverage Protection Charge

The Coverage Protection Charge for a Policy Month equals (a) multiplied by (b) where:

- a) is the monthly rate from the appropriate Coverage Protection Monthly Rate Table for that Policy Year as stated below;
- b) is the Coverage Protection Charge Basis for that Policy Month.

For the first policy year, Table A is the appropriate Monthly Rate Table. For each subsequent Policy Year, the appropriate Monthly Rate Table is based on the balance in Sub-amount 3 at the end of the previous Policy Year plus any premium allocated to Sub-amount 3 for the first Policy Month of the current Policy Year. If this total is zero and the Coverage Protection Amount exceeds zero, Table A is the appropriate Monthly Rate Table; otherwise, Table B is the appropriate Monthly Rate Table. The Table A and Table B Monthly Rates are shown in the **Schedule – Coverage Protection Benefit** (section 3).

The Coverage Protection Charge Basis for a Policy Month is equal to 0.001 times the difference between a) and b) where:

- a) is the **Coverage Protection Death Benefit** (section 11.9) for the month divided by [1.0024663];
- b) is the greater of zero or the Adjusted Coverage Protection Amount for that month.

The Adjusted Coverage Protection Amount for a Policy Month is the Coverage Protection Amount at the beginning of the Policy Month before subtraction of the **Coverage Protection Charge** for the prior Policy Month.

11.9 Coverage Protection Death Benefit

The Coverage Protection Death Benefit is the greater of:

- the Specified Amount as of the date the Coverage Protection Charge is being calculated; and
- the Adjusted Coverage Protection Amount times the applicable death benefit factor for the Policy Month for which the Coverage Protection Charge is being calculated.

We use the Coverage Protection Death Benefit solely to determine the Coverage Protection Charges. The Coverage Protection Death Benefit does not replace or supplement the death benefit in the **Death Benefit** provision (section 8.1) and is not available to you or any Beneficiary for any purpose.

11.10 Calculating Interest for the Base Amounts

The interest rates for each sub-amount used in calculating the Coverage Protection Amount are shown in the **Schedule – Coverage Protection Benefit** (section 3). These rates are guaranteed not to change.

When Sub-amount 3 is less than zero, the interest calculated will be negative and will increase the deficiency in Sub-amount 3.

For any policy loan, for the sole purpose of determining the interest applied to the Sub-amounts, we will allocate the Loan Balance at the beginning of a Policy Month as follows:

- starting with Sub-amount 3, we will allocate and subtract from Sub-amount 3 until we have allocated and subtracted the entire Loan Balance or until Sub-amount 3 equals zero.
- to the extent that we cannot subtract the entire Loan Balance from Sub-amount 3, we will proceed to the other Sub-amounts in descending numerical order (Sub-amount 3 to Sub-amount 2 or Sub-amount 2 to Sub-amount 1), allocating and subtracting the remaining Loan Balance until we have allocated and subtracted the entire remainder or until all Sub-amounts equal zero.
- to the extent that we cannot allocate and subtract the entire remaining Loan Balance from Sub-amount 1, we will allocate and subtract the remainder from Sub-amount 3, which then will be negative.

11.11 Termination

The Coverage Protection Benefit will end without possibility of reinstatement on the date you surrender this policy.

The Coverage Protection Benefit also will end on the date the policy terminates in accordance with the **Grace Period** provision (section 7.3), but may be reinstated with reinstatement of the policy as provided in the **Reinstatement** provision (section 7.4).

12. SETTLEMENT OPTIONS

12.1 GENERAL PROVISIONS

Death proceeds may be paid in a single sum or left with us for payment under a mutually agreeable settlement option. The amount applied under an option must be at least \$2,000. The amount of each payment under an option must be at least \$50.

You may elect or revoke a settlement option at any time before the death proceeds are payable. If no settlement option election is in effect at the time death proceeds are payable, the Payee may make an election. Notice must be filed at our Service Center. Election or revocation will take effect as of the date of the Notice. An election does not affect any payment made or other action that we may take before the Notice is received. A Payee that is not a natural person may elect a settlement option only with our approval. An assignee cannot elect a settlement option. Change of Owner or Beneficiary automatically revokes any election in effect.

12.2 DEATH OF PAYEE

Unless otherwise specified, at the death of the last Payee a final payment will be made to the Payee's estate.

12.3 INTEREST OPTION

Death proceeds will be credited to our retained asset account and can be accessed by means of a draft on the account. Interest payable on the amount of the death proceeds will be paid in the manner agreed upon when the option is elected.

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FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
Adjustable Death Benefit
Flexible Premiums Payable During the Insured's Lifetime until the Monthly Deduction Stop Date
Benefits Vary with Risk Rates and Credited Interest Rates
Nonparticipating – No Dividends