

SERFF Tracking Number: AEGG-126823559 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 46893
Company Tracking Number: CPCONV00
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Individual Conversion Whole Life
Project Name/Number: Individual Conversion Whole Life/CPCONV00

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: Individual Conversion Whole Life SERFF Tr Num: AEGG-126823559 State: Arkansas

TOI: L071 Individual Life - Whole

SERFF Status: Closed-Approved- Closed State Tr Num: 46893

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

Co Tr Num: CPCONV00 State Status: Approved-Closed

Filing Type: Form

Author: Billie Baldwin

Reviewer(s): Linda Bird

Date Submitted: 09/24/2010

Disposition Date: 10/01/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Conversion Whole Life

Status of Filing in Domicile: Authorized

Project Number: CPCONV00

Date Approved in Domicile: 07/28/2010

Requested Filing Mode: Review & Approval

Domicile Status Comments: Our domiciliary state is Iowa.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/01/2010

Explanation for Other Group Market Type:

State Status Changed: 10/01/2010

Deemer Date:

Created By: Billie Baldwin

Submitted By: Billie Baldwin

Corresponding Filing Tracking Number:

Filing Description:

September 24, 2010

ARKANSAS

RE: TRANSAMERICA LIFE INSURANCE COMPANY

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NAIC: 468-86231 FEIN: 39-0989781

NEW INDIVIDUAL WHOLE LIFE INSURANCE FILING

CPCONV00 Individual Policy of Whole Life Insurance

TLIC-CONV-00 Application for Conversion from Group Life Insurance to Individual Life Insurance

The above-referenced forms are submitted for your review and approval. These are new forms and are not intended to replace any forms previously approved by your Department.

Policy form CPCONV00 is an individual Whole Life Insurance Policy that will be used as an option for individuals who have elected to convert from group term life insurance coverage or from term life insurance riders that have a conversion option. This policy will not be offered as an available product to the general public. This policy will NOT be illustrated. A Statement of Policy Cost and Benefit Information (Policy Summary) will be included with the issued policy. A copy of the Policy Summary is attached under Supporting Documentation.

This policy is unisex since the policies/riders from which an insured is converting are all sold in Worksite Marketing solicitations. The master policies were issued to employers, labor unions and other labor organizations for the benefit of their employees or members. The group policies would be subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964. Therefore, we feel that we must offer a conversion policy that would satisfy the same requirements.

There is only one type of rating (Class of Risk) for this product – Composite Rating.

The application to be used with this product is form TLIC-CONV-00. No evidence of insurability questions are included on the application as it is a Conversion Application and all policies are issued without evidence of insurability.

Please see the attached Statement of Variability for an explanation of any bracketed variables contained in the policy and/or application. All bracketed variable items in the Policy are located either on Page 1 or on the Contract Data Pages 3 and 4.

The Actuarial Memorandum and supporting exhibits have been attached under Supporting Documentation.

If you have any questions, please do not hesitate to contact me at the phone number or email address below.

Sincerely,

Billie Jean Baldwin, FLMI, ACS, AIRC, CCP
Product Filing Manager
Product Implementation Department

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Transamerica Life Insurance Company
 Telephone: 800-400-3042 x127-1098
 Email: bbaldwin@aegonusa.com

Company and Contact

Filing Contact Information

BJ Baldwin, Manager Life Compliance bbaldwin@aegonusa.com
 PO Box 8063 800-400-3042 [Phone] 1098 [Ext]
 Little Rock, AR 72203-8063 501-227-1097 [FAX]

Filing Company Information

Transamerica Life Insurance Company CoCode: 86231 State of Domicile: Iowa
 PO Box 8063 Group Code: 468 Company Type: Life and Health
 Little Rock, AR 72203-8063 Group Name: State ID Number:
 (501) 227-1106 ext. [Phone] FEIN Number: 39-0989781

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: 2 forms at \$50 per form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$100.00	09/24/2010	39864532

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/01/2010	10/01/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/30/2010	09/30/2010	Billie Baldwin	10/01/2010	10/01/2010

SERFF Tracking Number: AEGG-126823559 *State:* Arkansas
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Disposition

Disposition Date: 10/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification	Replaced	Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Policy Summary		Yes
Supporting Document	Statement of Variability		Yes
Form (revised)	Individual Policy of Whole Life Insurance		Yes
Form	Individual Policy of Whole Life Insurance	Replaced	Yes
Form	Application		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/30/2010
Submitted Date 09/30/2010
Respond By Date 11/01/2010

Dear BJ Baldwin,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: We did not find a provision in the policy that provides for the payment of 8% interest on delayed death claim payment as described in Ark. Code Ann. 23-81-118.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
 Response Letter Date 10/01/2010
 Submitted Date 10/01/2010

Dear Linda Bird,

Comments:

Thank you for your response. I have added a Claims Settlement provision in the General Provisions section of the Policy to address your objection. Since this changed our form number to indicate a state-specific form, I have revised the form number only on the certifications in the first item under the Supporting Documentation tab.

Response 1

Comments: Pursuant to Ark. Code Ann. 23-81-118, we have added the 8% interest language.

Related Objection 1

Comment:

We did not find a provision in the policy that provides for the payment of 8% interest on delayed death claim payment as described in Ark. Code Ann. 23-81-118.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Individual Policy of Whole Life Insurance	CPCONV AR		Policy/Contract/Fraternal Certificate	Initial		60.400	CPCONV AR - Individ Conversion Policy 10-1-2010.pdf

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Previous Version

<i>Individual Policy of</i>	CPCONV	<i>Policy/Contract/Fraternal</i>	<i>Initial</i>	60.400	CPCONV
<i>Whole Life Insurance</i>	00	<i>Certificate</i>			00 - Individ Conversio n Policy 6-9- 2010.pdf

No Rate/Rule Schedule items changed.

I hope this will meet with your approval.

Sincerely,
Billie Baldwin

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Form Schedule

Lead Form Number: CPCONV00

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	CPCONVAR	Policy/Contract/Certificate	Individual Policy of Whole Life Insurance	Initial		60.400	CPCONVAR - Indiv Conversion Policy 10-1-2010.pdf
	TLIC-CONV-00	Application/Enrollment Form	Application	Initial		54.000	TLIC-CONV-00 6-10-2010.pdf

TRANSAMERICA LIFE INSURANCE COMPANY

A Stock Company

Home Office: [4333 Edgewood Road NE, Cedar Rapids, Iowa 52499]

Administrative Office: [1400 Centerview Drive, PO Box 8063 Little Rock, Arkansas 72203-8063]

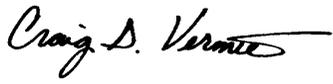
For Customer Service: [1-888-763-7474]

Customer Service E-Mail Address: [transamerica.com]

THIS POLICY IS GOVERNED BY THE LAWS OF THE GOVERNING JURISDICTION SHOWN ON THE CONTRACT DATA PAGES. IF YOU HAVE QUESTIONS FOR THE INSURANCE DEPARTMENT OF THAT JURISDICTION, YOU MAY CALL: [(000) 000-0000].

Subject to the provisions of this Policy and receipt of due proof of the Insured's death, Transamerica Life Insurance Company ("the Company," "we," "us," and "our") will pay the Life Insurance Proceeds ("Proceeds") in a lump sum to the Beneficiary if the Insured dies prior to the Maturity Date. If the Insured is living on the Maturity Date, and this Policy remains in force, we will pay the Cash Surrender Value, if any, to the Owner ("you," "your," and "yours").

This Policy is signed for the Company at our Home Office to take effect on its Effective Date.

[]

[General Counsel and Secretary]

[]

[President]

YOU HAVE PURCHASED LIFE INSURANCE AS DESCRIBED IN THIS POLICY. PLEASE REVIEW IT CAREFULLY FOR LIMITATIONS.

10 DAY RIGHT TO EXAMINE POLICY

Please examine your Policy. Within 10 days after delivery, you can return it to us or to the agent through whom you purchased it, with a written request for a full refund of any premium paid. Upon our receipt of such a request, we will void the Policy from the start and refund any premium paid.

THE EFFECTIVE DATE CAN BE FOUND ON THE CONTRACT DATA PAGES.

Individual Policy of Whole Life Insurance

**Fixed Premiums Payable During the Life of the Insured to the Maturity Date
Life Insurance Proceeds Payable at Death of Insured Prior to the Maturity Date
Cash Surrender Value, if any, Payable at the Maturity Date
Nonparticipating - No Annual Dividends**

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CONTRACT DATA PAGES

INSURED	[JOHN DOE]	CONTRACT NUMBER	[99999999]
FACE AMOUNT	[\$50,000]	PREMIUM PAYMENT	[\$104.17 MONTHLY]
INSURED ISSUE AGE	[35]	PAYABLE TO	AGE 100
EFFECTIVE DATE	[JAN 01, 2010]	OWNER	[THE INSURED]
CLASS OF RISK	COMPOSITE	MATURITY DATE	[JAN 01, 2075]
GOVERNING JURISDICTION:	[ARKANSAS]		

PLEASE NOTE THAT COVERAGE MAY EXPIRE BEFORE THE MATURITY DATE IF PREMIUMS ARE NOT PAID WHEN DUE.

REINSTATEMENT PREMIUM:

ALL PAST DUE PREMIUMS PLUS
INTEREST OF 6% PER CONTRACT
YEAR, COMPOUNDED ANNUALLY

LOAN INTEREST RATE:

8% (7.40% IN ADVANCE)

CONTRACT DATA PAGES (Continued)

TABLE OF CONTRACT VALUES

END OF CONTRACT YEAR	AGE OF INSURED	CASH VALUE	EXTENDED TERM INSURANCE	
			YEARS	DAYS
1	36	0.00	0	1
2	37	0.00	0	2
3	38	135.00	2	3
4	39	539.00	7	4
5	40	960.00	11	5
6	41	1,398.00	13	6
7	42	1,853.00	15	7
8	43	2,325.00	17	8
9	44	2,812.00	19	9
10	45	3,317.00	20	10
11	46	3,838.00	20	11
12	47	4,376.00	21	12
13	48	4,932.00	22	13
14	49	5,508.00	22	14
15	50	6,104.00	23	15
16	51	6,718.00	23	16
17	52	7,351.00	23	17
18	53	8,000.00	23	18
19	54	8,666.00	23	19
20	55	9,346.00	23	20
	@55	9,346.00	23	
	@60	12,971.00	22	
	@65	16,954.00	21	

THESE VALUES ARE AS OF THE END OF THE CONTRACT YEAR SHOWN. THEY ASSUME THAT ALL PREMIUMS DUE HAVE BEEN PAID TO THE END OF THE CONTRACT YEAR SHOWN AND THERE IS NO LOAN BALANCE OUTSTANDING.

CASH VALUES AND EXTENDED TERM INSURANCE BENEFITS ARE BASED ON THE 2001 CSO GENDER BLENDED (50% MALE), AGE LAST BIRTHDAY, ULTIMATE, COMPOSITE MORTALITY TABLES AND 5% ANNUAL INTEREST.

DEFINITIONS

The defined terms below are subject to the provisions of this Policy.

Age or Attained Age - The Insured's Age as of the last Anniversary Date. Attained Age will increase by one year on each Anniversary Date. **Issue Age** is the Attained Age of the Insured as of the Effective Date. The Issue Age is shown on the Contract Data Pages.

Anniversary Date – The month and date of each calendar year that is the same month and date as the Effective Date. When any date is referred to, the Effective Date will be at 12:01 AM at the Owner's address.

Application - The form completed and signed by the Owner to apply for this life insurance coverage.

Beneficiary - The recipient of the Proceeds of this Policy in the event of the Insured's death.

Cash Surrender Value – The Cash Value of this Policy, less any Loans.

Cash Value - The amount described in the Contract Values section.

Contract Year – The 12-month period that starts from the Effective Date constitutes the first Contract Year. A new Contract Year begins on each Anniversary Date.

Death Benefit – The amount of insurance prior to distribution as Life Insurance Proceeds.

Effective Date - The date when this Policy takes effect. It is shown on the Contract Data Pages. This Effective Date will be used to determine Monthly Dates, Anniversary Dates, and Contract Years.

Extended Term Insurance Option – This is a Nonforfeiture Option that may be selected if this Policy Lapses or is surrendered by the Owner. If no Option is selected and this Policy Lapses, the Extended Term Life Insurance Option will automatically be selected by default. Details are described in the Nonforfeiture Options section.

Face Amount - The Face Amount is the amount of life insurance coverage you applied for and for which you were approved as shown on the Contract Data Pages.

Grace Period – The Grace Period is a 31-day period after a premium payment is due. See the Grace Period provision in the General Provisions section for details.

Insured - The person covered under this Policy and named on the Contract Data Pages.

Lapse - The termination of this Policy for the nonpayment of premium or insufficient payment of the premium due.

Life Insurance Proceeds or **Proceeds** – The amount payable upon the Insured's death, subject to any adjustments as described in the Amount of Proceeds provision in the Payment of Life Insurance Proceeds section.

Loan – The amount of money, including accrued interest, the Owner borrowed from us. This indebtedness is secured by the Cash Value of this Policy.

Loan Value – The maximum amount which the Owner may borrow as described in the Loans section.

Maturity Date – The date we pay the Cash Surrender Value, if any, to you if the Insured is living on the date shown on the Contract Data Pages and if this Policy is in force.

Monthly Date – The date of each month that is the same date as the Effective Date shown on the Contract Data Pages.

Nonforfeiture Options – Options for receiving the Cash Surrender Value if this Policy Lapses or is surrendered by the Owner.

Owner, you, your, or yours - The person named on the Contract Data Pages.

Policy – This document that describes your insurance coverage.

Reinstate, Reinstated, or Reinstatement - To restore coverage if this Policy has Lapsed.

Transamerica Life Insurance Company, the Company, we, us, or our – The Insurer that underwrites this life insurance coverage and pays the benefits upon a claim.

EFFECTIVE DATE

The insurance under this Policy will start on the Effective Date if:

1. Your Application has been approved by us on or before the Effective Date;
2. The Insured is living; and
3. The initial premium payment has been received by us.

OWNERSHIP

You have certain rights while the Insured is living and this Policy is in force. Your rights include, but are not limited to, those listed below:

1. Changing the Beneficiary, subject to any irrevocable Beneficiary that may have been named (an irrevocable Beneficiary cannot be changed without the written consent of that irrevocable Beneficiary);
2. Requesting a Loan;
3. Assigning any right or benefit under this Policy;
4. Reinstating coverage that has Lapsed, subject to the Reinstatement provision;
5. Exercising a Nonforfeiture Option; and
6. Transferring ownership. Any requested change of ownership must be in writing on our form and approved by us. Your requested change will be effective on the date that you signed it, subject to any actions taken prior to receipt of such change.

If you, as the Owner, are not the Insured, and you die before the Insured, the executor or administrator of your estate will have these rights.

BENEFICIARY

Payment of Proceeds - If the Insured dies while this Policy is in force, we will pay the Proceeds to the Beneficiary, subject to the provisions of this Policy. The Beneficiary will be as designated on the Application for this insurance coverage, unless later changed as provided under the How to Change the Beneficiary provision.

If No Beneficiary is Named in the Application or the Designated Beneficiary Dies - The rights of any Beneficiary to receive Proceeds will end if the Beneficiary dies prior, at the time of, or within 30 days after, the death of the Insured, except to the extent that benefits have already been paid. If the rights of all designated Beneficiaries have ended, or if a Beneficiary was not named in the original Application, benefits will be payable to the Insured's survivors in the following order of priority:

1. Legal spouse;
2. Children, including legally adopted children;
3. Parents;
4. Brothers and sisters;
5. The Owner; or
6. The executor or administrator of the Owner's estate.

If the benefits are to be paid to children, the total benefit amount will be divided equally among all the Insured's eligible children. The existence of multiple Beneficiaries will not increase the benefit payable.

Protection of the Death Benefit - To the extent permitted by law, the Death Benefit will not be subject to the claims of the Beneficiary's creditors or to any legal process against the Beneficiary.

How to Change the Beneficiary - You may change the Beneficiary at any time while the Insured is living. Please request a Change of Beneficiary form from us. To be effective, the change must be in writing and signed by both you and a disinterested witness. Any change in Beneficiary, unless you have specified otherwise, will take effect on the date you signed the notice of change, subject to any payments made or actions taken by us prior to our receipt of this notice.

PAYMENT OF LIFE INSURANCE PROCEEDS

Amount of Proceeds – Proceeds payable at the death of the Insured will be the sum of

1. The Face Amount of Insurance then in force; plus
2. Any portion of a premium paid beyond the end of the month in which the Insured's death occurs; minus
3. Any unpaid Policy Loan and Loan interest; minus
4. Any premium due and unpaid which applies to a month before the Insured's death or to the month in which the Insured dies.

The Proceeds may be affected by the election of a Nonforfeiture Option or a misstatement of Age as explained in other provisions of this Policy. No part of any premium waived under any Rider will be refunded.

Tax Qualification – This Policy is intended to qualify under Section 7702 of the Internal Revenue Code as life insurance for federal tax purposes. The Proceeds are intended to qualify for the federal income tax exclusion. The provisions of this Policy will be interpreted to ensure tax qualification, regardless of any language to the contrary. The Proceeds will never be less than the amount necessary to ensure tax qualification.

CONTRACT VALUES

Cash Surrender Value - The Cash Surrender Value may be borrowed against, applied under continuation of insurance, if applicable, or taken in cash upon a full surrender of this Policy. The Cash Value will always equal or exceed the amount required by the law of the state where the Policy is delivered.

The Cash Value as of any date other than an Anniversary will be calculated on a basis which accounts for the passage of time and the payment of premiums beyond the Anniversary Date.

LOANS

Loans – Upon written request, you may borrow any amount up to the available Loan Value of your Policy. Your Policy is the sole security for all Loans.

Loan Value – A Loan may be made in an amount which, together with interest as shown on the Contract Data Pages, will not exceed the Cash Value of this Policy at the date to which premiums have been paid (but not later than the next Anniversary Date).

Loan Interest – The Loan interest rate is shown on the Contract Data Pages. On each Anniversary, Loan interest for the next year is due in advance. Interest not paid when due will be added to the Loan.

Loan Repayment – All or part of an unpaid Loan and accrued interest can be repaid before the Insured's death or before you surrender the Policy. We will deduct any unpaid Loan when Policy Proceeds are payable.

Each payment must be at least \$25, unless the Loan amount is less than \$25, in which case full payment is required. All funds received will be credited to this Policy as a premium payment, unless clearly marked as a Loan repayment.

Failure to repay the Loan will not terminate this Policy unless the Loan exceeds the Cash Value. If this happens, the Policy will terminate and have no further value 31 days after notice has been mailed by us to your last known address and to any assignee of record.

If this Policy is in force under one of the Nonforfeiture Options, the amount of Loan deducted in determining the Cash Surrender Value may be repaid only if this Policy is Reinstated.

PAYMENT OF CASH VALUE AND LOANS

After we receive a written request for a surrender or a Loan, we may defer the payment of surrender values and the making of a Loan for a period of not more than six months. We will not delay any Loan made to pay a premium due us.

BASIS OF COMPUTATION

Cash Values and Extended Term Insurance benefits are based on the Insured's Age and Class of Risk at the interest rates and mortality table shown in the Contract Data Pages. Contract Values for fractions of a year will be calculated with an allowance for the premiums paid and the time elapsed in the Contract Year.

Cash Values of Extended Term Insurance are equal to the present value of future benefits provided.

Reserves are not less than the required minimum reserves and will never be less than the Cash Value. Cash Values and Extended Term Insurance benefits are not less than the minimum values and benefits required by any statute of the state in which the Policy is delivered.

PREMIUMS, TERMINATION AND REINSTATEMENT

Premium Payments – The premium payable for this Policy is shown on the Contract Data Pages. The first premium must be paid on or before the Effective Date. Premiums are payable in advance of the period to which they apply. All premiums are payable to our Administrative Office or to an agent authorized by us to collect premiums. Premiums may be paid annually, semiannually, quarterly, or monthly, subject to our rules as of the Effective Date. The Owner may change the frequency of premium payments subject to our rules in effect at the time of the change by filing a written request at our Administrative Office.

Termination - The insurance under this Policy will stop on the earliest one of these occurrences:

1. The Monthly Date that coincides with or next follows the date we receive your written request to terminate coverage;
2. The Maturity Date;
3. The date the Insured dies; or
4. The date this Policy Lapses or is surrendered under one of the Nonforfeiture Options, subject to the Grace Period.

If insurance stops because the Insured is alive on the Maturity Date, we will pay the Cash Surrender Value, if any, to the Owner. This Policy will cease on the Maturity Date.

Reinstatement -

Conditions for Reinstatement – If this Policy Lapses, it may be Reinstated during the lifetime of the Insured, provided it was not surrendered. To Reinstatement this Policy, we will require:

1. Your written request for Reinstatement within five years after the date of Lapse or after a change to Extended Term Life Insurance before the expiration of such Extended Term Life Insurance;
2. The Insured's written consent for Reinstatement;
3. Evidence of insurability, including good health, satisfactory to us;
4. Repayment of any Loans that existed at the time the Policy Lapsed or changed to Extended Term Insurance; and
5. Payment of the Reinstatement Premium.

Reinstatement Premium – The Reinstatement Premium consists of all past due premiums with annual compound interest at the rate shown on the Contract Data Pages per Contract Year calculated from each premium due date.

The date of Reinstatement will be the Monthly Date on or following the date that the Application for Reinstatement is approved by us, so long as the Insured is still living.

NONFORFEITURE OPTIONS

Lapse – If the premium is not paid when due or before the end of the Grace Period, the Policy will Lapse as of the due date of the unpaid premium. The Cash Surrender Value as of the date of Lapse will be applied under one of the following Options. The Owner may elect an Option, by written notice, within 60 days after the date to which premiums have been paid. If no election is made, we will continue the basic life benefit under the Extended Term Insurance Option. This Option will not include additional benefits provided under any rider which may be attached to this Policy, unless specifically provided in such rider.

This Policy may be continued or surrendered under one of the following Nonforfeiture Options:

Option 1. Surrender Option – This Policy may be surrendered for its Cash Surrender Value as of the date your written surrender request is received at our Administrative Office. Upon surrender, all insurance provided by the Policy and any Riders, unless the Riders provide otherwise, will terminate. If this Policy is surrendered within 60 days after an Anniversary Date, the Cash Surrender Value on the surrender date will not be less than it was on that Anniversary Date.

Option 2. Extended Term Insurance Option - This Policy may be continued as Extended Term Insurance for which no further premiums will be payable. The amount of Extended Term Insurance will be:

1. The Face Amount; less
2. Any Policy Loan and Loan interest.

Unless you choose otherwise, Extended Term Insurance will be your automatic surrender option. The change to Extended Term Insurance will be shown on the next Monthly Date following the date we receive the Owner's written request for this Option, or following the Monthly Date this Policy Lapses and this Option is elected by default.

The length of time the Extended Term Insurance continues will be calculated using the Cash Surrender Value of this Policy as a net single premium as of the due date of the first unpaid premium at the Attained Age and Class of Risk of the Insured.

The Policy can be surrendered at any time for its Cash Value, but it will have no Loan Value if continued as Extended Term Insurance. Also, no insurance or benefits from Riders will be provided under Extended Term Insurance, unless otherwise provided under the terms of an attached Rider.

GENERAL PROVISIONS

Assignment – While the Insured is living, you can assign this Policy or any interest in it. If you do, your interest, and anyone else's, is subject to that of the assignee. As Owner, you still have the rights of ownership that have not been assigned.

An assignee may not change the Owner or the Beneficiary and may not elect to change any method of payment of proceeds. Any Policy proceeds payable to an assignee will be paid in a lump sum.

We must receive a copy of any assignment. Any assignment must be recorded at our Administrative Office. We will not be responsible for the validity of an assignment. It will be subject to any payment we make or other action we take before we record it. An assignment will take effect on the date the notice of assignment is signed by the Owner.

Claims Procedure - Due proof of the Insured's death must be submitted to us at our Administrative Office. The Beneficiary or a personal representative can get a claim form by calling our toll-free telephone number listed on the Cover Page.

Claims Settlement – When a claim is made upon the death of the Insured, settlement will be made within 30 days of receipt of proof of death. If settlement is made after the first 30 days, we will pay interest upon the proceeds or refunds of premiums at the rate of 8% per year.

Dividends - This is nonparticipating insurance. It does not participate in our profits or surplus, and no dividends will be paid.

Entire Contract - Your Policy, any endorsement(s), and an attached copy of your Application make up the entire contract between you and us. Any statements made in the Application either by you or by the Insured will, in the

absence of fraud, be considered representations and not warranties. Also, any written statement made either by you or by the Insured will not be used to void this Policy nor defend against a claim under this Policy unless the statement is contained in the Application.

No change or waiver of any of the provisions of this Policy will be valid unless made in writing by us and signed by an officer of the Company. No agent or other person has the authority to change or waive any provision of your Policy.

Grace Period – If we do not receive a premium payment when it is due, you will have a minimum Grace Period of 31 days for the payment of any premium due except the first. Coverage will continue in force during the Grace Period. If the Insured dies during the Grace Period, we will pay the Death Benefit, less any indebtedness and overdue premium. You will have the entire Grace Period in which to remit any premium payment. Any payments sent by United States mail must be postmarked within the Grace Period.

Incontestability - After this Policy has been in force for two years during the Insured's lifetime, we will not use any statement, except a fraudulent Application statement when permitted in the state where this Policy is delivered or issued for delivery, to void or reduce benefits under this Policy. Any such statement would have to be in a signed form.

All statements made are considered representations and not warranties. No such statement will be used in any contest, unless such statement is in writing and a copy of such statement has been furnished to You.

With respect statements made in an application for Reinstatement, the Policy is incontestable after it has been in force during the Insured's lifetime for two years beginning with the day of Reinstatement. The contestable period is based only on statements in the reinstatement application, unless the original contestable period has not yet expired.

Misstatement of Age - If the Insured's Age was misstated on the Application for this insurance coverage, we will adjust the Death Benefit to the amount that the most recent premium paid would have purchased at the Insured's correct Age.

Suicide Exclusion - We will not pay the Proceeds if the Insured dies by suicide, while sane or insane, within two years from the date coverage is issued. Instead, we will refund the premiums paid for this insurance minus any outstanding Loans.

With respect to any Reinstated coverage, the Suicide Exclusion will not exceed two years from the date of reinstatement.

When Notice is to be Given by Us - Any notice to be given by us will be sent to the Owner at the Owner's last known address and any assignee of record at the assignee's last known address.



Transamerica Life Insurance Company ("Insurer")
 Home Office: [Cedar Rapids, IA]
 Administrative Office: [P.O. Box 8063
 Little Rock, AR 72203-8063]

Application For Conversion from Group Life Insurance to Individual Life Insurance

Employee/Member Name (Last, First, M.I.)		Date of Birth	Social Security Number	
Address		City	State	Zip
Current Occupation	Phone Number		Amount of Insurance to be converted	

Spouse Name (Last, First, M.I.)		Date of Birth	Social Security Number	
Current Occupation		Amount of Insurance to be converted		

Child Name	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth	Amount of Insurance to be converted
Child Name	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth	Amount of Insurance to be converted
Child Name	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth	Amount of Insurance to be converted

Owner's Name (If different than the Employee/Member)		Relationship	Social Security Number	
Address		City	State	Zip

Primary Beneficiary: (Last, First, M.I.)		Relationship:
Contingent Beneficiary: (Last, First, M.I.)		Relationship:
<i>Employee/Member will be the beneficiary for any spouse and/or child(ren) coverage</i>		

Group Name	Group Number	Location
------------	--------------	----------

I would like my premiums to be payable: Annually Semi-Annually Quarterly Monthly-Bank Draft Only

I wish to apply for conversion of my Group Life Insurance to an Individual Life Insurance Policy. I understand that the amount applied for cannot exceed the amount of insurance that I am eligible to convert on the date of my termination under the Group Life Insurance Policy and that the conversion policy will be issued without further evidence of insurability.

I have read this application and all statements and answers as they pertain to me and/or my dependents, and that these statements and answers are true and complete to the best of my knowledge and belief. **I understand** that the statements and answers in this application are the basis for and part of any policy issued by the Insurer, and that no information about me or my dependents will be considered to have been given to the Insurer unless it is stated in this application. **I understand** that a sales representative does not have the Insurer's authorization to accept risk, pass on insurability, or make, void, waive, or change any conditions or provisions of this application or any policy. **I understand** that the Insurer will have no liability until a policy is issued on this application and delivered to and accepted by the owner; and the first premium is paid in full while each proposed insured is alive.

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Employee/Member Signature _____ Date _____

TO BE COMPLETED BY EMPLOYER/ORGANIZATION

In accordance with the provisions of Group Master Policy # _____ Policyholder Name _____ , coverage for the persons named in this application terminated as follows:	
<input type="checkbox"/> Employee/Member	Coverage Amount \$ _____ Terminated On _____ Reason _____
<input type="checkbox"/> Spouse/Other Adult	Coverage Amount \$ _____ Terminated On _____ Reason _____
<input type="checkbox"/> Child	Coverage Amount \$ _____ Terminated On _____ Reason _____
Officer Signature: _____	Phone #: (____) _____
Officer Title: _____	Date: _____

SERFF Tracking Number: AEGG-126823559 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 46893
 Company Tracking Number: CPCONV00
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Individual Conversion Whole Life
 Project Name/Number: Individual Conversion Whole Life/CPCONV00

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification</p> <p>Comments:</p> <p>Attachments:</p> <p>Reg 19 Certification.pdf</p> <p>Reg 49 Certification.pdf</p> <p>Readability Certification 9-30-2010.pdf</p>		

	Item Status:	Status Date:
<p>Satisfied - Item: Policy Summary</p> <p>Comments:</p> <p>Attachment:</p> <p>WL policy summary with Correct Values and Cost Indices 05-24-10.pdf</p>		

	Item Status:	Status Date:
<p>Satisfied - Item: Statement of Variability</p> <p>Comments:</p> <p>Attachment:</p> <p>CPCONV00 - Statement of Variability 8-4-2010.pdf</p>		

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company
Form Titles: Individual Policy of Whole Life Insurance and the Application for Conversion from Group Life Insurance to Individual Life Insurance
Form Numbers: CPCONVAR; TLIC-CONV-00

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



Patsy J. Napier, FLMI, AIRC, HIA, CCP
Assistant Secretary

September 23, 2010
Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company

Form Titles: Individual Policy of Whole Life Insurance; Application for Conversion from Group Life Insurance to Individual Life Insurance

Form Numbers: CPCONVAR; TLIC-CONV-00

I hereby certify that to the best of my knowledge and belief, the above forms and submission comply with Arkansas Regulation 49, relative to the dissemination of life and health guaranty association notices.



Patsy J. Napier, FLMI, AIRC, HIA, CCP
Assistant Secretary

September 24, 2010
Date

Readability Certification

This is to certify that the forms listed below are in compliance with your state's readability requirements.

A. Option Selected

- 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is _____.
- 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are attached.

Forms and Form Numbers to Which Certification is Applicable:

See attached list

B. Test Option Selected

- 1. Test was applied to entire policy form(s)
- 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

C. Standards for Certification

A checked block indicates standard has been achieved

- 1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.
- 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
- 3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
- 4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.
- 5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
- 6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
- 7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

The certification must be signed by an officer of the insurer.

	Assistant Secretary
Signature	Officer's Title
Officer's name: Patsy J. Napier	Date: September 23, 2010

GROUP WHOLE LIFE INSURANCE POLICY AND RELATED FORMS

FORM NAME	FORM NUMBER	SYLLABLES	WORDS	SENTENCES	SCORE
Individual Policy of Whole Life Insurance	CPCONVAR	5,093	3407	173	60.4
Application	TLIC-CONV-00	424.58	284	11	54

TRANSAMERICA LIFE INSURANCE CO
 1400 Centerview Dr
 Little Rock, AR 72211
 1-888-763-7474

FOR MORE INFORMATION ABOUT THIS POLICY PLEASE CONTACT:
 06/15/10 John Doe
 POLICY NUMBER 123 Main Street
 WL01234567 Any City, Any State 00102

STATEMENT OF POLICY COST AND BENEFIT INFORMATION

PREPARED FOR: John Doe
 AGE BASIS: 35 ISSUE BASIS: STANDARD
 CLASSIFICATION: COMPOSITE

BASIC POLICY WHOLE LIFE TO AGE 100

POL YR	ANNUAL PREMIUM	MONTHLY PREMIUM	GUAR AMT PAYABLE ON DEATH	GUARANTEED CASH SURRENDER VALUE	
				TOTAL	INCR
01	1250.04	104.17	50,000	0	0
02	1250.04	104.17	50,000	0	0
03	1250.04	104.17	50,000	135	135
04	1250.04	104.17	50,000	539	404
05	1250.04	104.17	50,000	960	421
06	1250.04	104.17	50,000	1,398	438
07	1250.04	104.17	50,000	1,853	455
08	1250.04	104.17	50,000	2,325	472
09	1250.04	104.17	50,000	2,812	487
10	1250.04	104.17	50,000	3,317	505
15	1250.04	104.17	50,000	6,104	2,787
20	1250.04	104.17	50,000	9,346	3,242

EFFECTIVE POLICY LOAN INTEREST RATE IS 7.40% PAID IN ADVANCE.

	SURRENDER COST INDEX	NET PAYMENT INDEX
YEAR 10	19.978	25.001
YEAR 20	19.617	25.001

EXPLANATIONS OF THE INTENDED USE OF THESE INDEXES ARE PROVIDED IN THE LIFE INSURANCE BUYER'S GUIDE

VALUES FOR THE GUARANTEED AMOUNT PAYABLE ON DEATH AND THE GUARANTEED CASH SURRENDER VALUE ARE REFLECTED AS OF THE END OF THE POLICY YEAR.

THIS POLICY MAY, AT ANY TIME WITHIN 10 DAYS AFTER ITS RECEIPT BY THE POLICYHOLDER, BE RETURNED BY DELIVERING IT OR MAILING IT TO THE COMPANY OR TO THE AGENT THROUGH WHOM IT WAS PURCHASED. IMMEDIATELY UPON SUCH DELIVERY OR MAILING, THE POLICY WILL BE DEEMED VOID, AND ANY PREMIUM PAID ON IT WILL BE REFUNDED.

TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: Cedar Rapids, Iowa

INDIVIDUAL WHOLE LIFE INSURANCE STATEMENT OF VARIABILITY

FOR FORMS: CPCONV00, TLIC-CONV-00

Text that is intended to be variable is bracketed. Bracketed text is either intended to be: (1) in or out of the contract; (2) have variable ranges; or (3) be customized (specific sections only) to accommodate Policyholder requirements. Each variable bracketed text is described below. No change in the variable areas will be made which will be in conflict with the laws, rules and regulations of the Interstate Insurance Product Regulation Standards. In addition, no change in variability will be made which in any way expands the scope of the wording being changed. Transamerica Life Insurance Company ("Company") reserves the right to correct at any time any and all typographical errors that do not impact benefits or intent of language.

CPCONV00 – INDIVIDUAL WHOLE LIFE INSURANCE POLICY

Face Page

1. Home Office Address - The address is bracketed for any future address changes.
2. Administrative Office Address – The address is bracketed to take into consideration any future changes.
3. Customer Service Toll Free Number – The toll free number is bracketed to take into consideration any future changes to the telephone number.
4. Customer Service E-Mail Address – The E-mail address is bracketed to take into consideration any future changes to the address.
5. Insurance Department Telephone Number – This number is bracketed to be state specific based on the state of issue. The correct DOI telephone number will be inserted at time of issue.
6. Officers' Signatures – The signatures are bracketed to take into consideration any future personnel changes.
7. Officers' Titles – The titles are bracketed to take into consideration any future changes in the officers' titles who are signing on behalf of the Company.

Insurance Schedule (Pages 3 and 4) - The insurance schedule included in this filing is an illustrative example of what information will be contained in the actual insurance schedule provided to the policyholder.

8. Insured – Case specific
9. Contract Number – Case specific at time policy is issued
10. Face Amount – Case specific
11. Premium Payment – Case specific for mode of payment selected by insured; modal premiums may be annual, semi-annual, quarterly or monthly
12. Insured Issue Age – Case specific
13. Effective Date – Case Specific
14. Owner – Case specific; will usually be the employee or labor union member (certificate holder) under the group certificate
15. Maturity Date – Case Specific
16. Governing Jurisdiction – State or jurisdiction in which the policy is issued
17. Table of Contract Values – Case specific depending on the age of the insured and the contract year

TLIC-CONV-00 – APPLICATION FOR CONVERSION

1. Home Office Address - The address is bracketed for any future address changes.
2. Administrative Office Address – The address is bracketed to take into consideration any future changes.

SERFF Tracking Number: AEGG-126823559 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 46893
 Company Tracking Number: CPCONV00
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Individual Conversion Whole Life
 Project Name/Number: Individual Conversion Whole Life/CPCONV00

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)
09/24/2010	Form	Individual Policy of Whole Life Insurance	10/01/2010	CPCONV00 - Individ Conversion Policy 6-9-2010.pdf (Superseded)
09/20/2010	Supporting Document	Flesch Certification	10/01/2010	Reg 19 Certification.pdf (Superseded) Reg 49 Certification.pdf (Superseded) Readability Certification 9-23-2010.pdf (Superseded)

TRANSAMERICA LIFE INSURANCE COMPANY

A Stock Company

Home Office: [4333 Edgewood Road NE, Cedar Rapids, Iowa 52499]

Administrative Office: [1400 Centerview Drive, PO Box 8063 Little Rock, Arkansas 72203-8063]

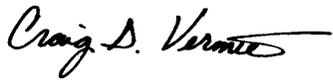
For Customer Service: [1-888-763-7474]

Customer Service E-Mail Address: [transamerica.com]

THIS POLICY IS GOVERNED BY THE LAWS OF THE GOVERNING JURISDICTION SHOWN ON THE CONTRACT DATA PAGES. IF YOU HAVE QUESTIONS FOR THE INSURANCE DEPARTMENT OF THAT JURISDICTION, YOU MAY CALL: [(000) 000-0000].

Subject to the provisions of this Policy and receipt of due proof of the Insured's death, Transamerica Life Insurance Company ("the Company," "we," "us," and "our") will pay the Life Insurance Proceeds ("Proceeds") in a lump sum to the Beneficiary if the Insured dies prior to the Maturity Date. If the Insured is living on the Maturity Date, and this Policy remains in force, we will pay the Cash Surrender Value, if any, to the Owner ("you," "your," and "yours").

This Policy is signed for the Company at our Home Office to take effect on its Effective Date.

[]

[General Counsel and Secretary]

[]

[President]

YOU HAVE PURCHASED LIFE INSURANCE AS DESCRIBED IN THIS POLICY. PLEASE REVIEW IT CAREFULLY FOR LIMITATIONS.

10 DAY RIGHT TO EXAMINE POLICY

Please examine your Policy. Within 10 days after delivery, you can return it to us or to the agent through whom you purchased it, with a written request for a full refund of any premium paid. Upon our receipt of such a request, we will void the Policy from the start and refund any premium paid.

THE EFFECTIVE DATE CAN BE FOUND ON THE CONTRACT DATA PAGES.

Individual Policy of Whole Life Insurance

**Fixed Premiums Payable During the Life of the Insured to the Maturity Date
Life Insurance Proceeds Payable at Death of Insured Prior to the Maturity Date
Cash Surrender Value, if any, Payable at the Maturity Date
Nonparticipating - No Annual Dividends**

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CONTRACT DATA PAGES

INSURED	[JOHN DOE]	CONTRACT NUMBER	[99999999]
FACE AMOUNT	[\$50,000]	PREMIUM PAYMENT	[\$104.17 MONTHLY]
INSURED ISSUE AGE	[35]	PAYABLE TO	AGE 100
EFFECTIVE DATE	[JAN 01, 2010]	OWNER	[THE INSURED]
CLASS OF RISK	COMPOSITE	MATURITY DATE	[JAN 01, 2075]
GOVERNING JURISDICTION:	[ARKANSAS]		

PLEASE NOTE THAT COVERAGE MAY EXPIRE BEFORE THE MATURITY DATE IF PREMIUMS ARE NOT PAID WHEN DUE.

REINSTATEMENT PREMIUM:

ALL PAST DUE PREMIUMS PLUS
INTEREST OF 6% PER CONTRACT
YEAR, COMPOUNDED ANNUALLY

LOAN INTEREST RATE:

8% (7.40% IN ADVANCE)

CONTRACT DATA PAGES (Continued)

TABLE OF CONTRACT VALUES

END OF CONTRACT YEAR	AGE OF INSURED	CASH VALUE	EXTENDED TERM INSURANCE	
			YEARS	DAYS
1	36	0.00	0	1
2	37	0.00	0	2
3	38	135.00	2	3
4	39	539.00	7	4
5	40	960.00	11	5
6	41	1,398.00	13	6
7	42	1,853.00	15	7
8	43	2,325.00	17	8
9	44	2,812.00	19	9
10	45	3,317.00	20	10
11	46	3,838.00	20	11
12	47	4,376.00	21	12
13	48	4,932.00	22	13
14	49	5,508.00	22	14
15	50	6,104.00	23	15
16	51	6,718.00	23	16
17	52	7,351.00	23	17
18	53	8,000.00	23	18
19	54	8,666.00	23	19
20	55	9,346.00	23	20
	@55	9,346.00	23	
	@60	12,971.00	22	
	@65	16,954.00	21	

THESE VALUES ARE AS OF THE END OF THE CONTRACT YEAR SHOWN. THEY ASSUME THAT ALL PREMIUMS DUE HAVE BEEN PAID TO THE END OF THE CONTRACT YEAR SHOWN AND THERE IS NO LOAN BALANCE OUTSTANDING.

CASH VALUES AND EXTENDED TERM INSURANCE BENEFITS ARE BASED ON THE 2001 CSO GENDER BLENDED (50% MALE), AGE LAST BIRTHDAY, ULTIMATE, COMPOSITE MORTALITY TABLES AND 5% ANNUAL INTEREST.

DEFINITIONS

The defined terms below are subject to the provisions of this Policy.

Age or Attained Age - The Insured's Age as of the last Anniversary Date. Attained Age will increase by one year on each Anniversary Date. **Issue Age** is the Attained Age of the Insured as of the Effective Date. The Issue Age is shown on the Contract Data Pages.

Anniversary Date – The month and date of each calendar year that is the same month and date as the Effective Date. When any date is referred to, the Effective Date will be at 12:01 AM at the Owner's address.

Application - The form completed and signed by the Owner to apply for this life insurance coverage.

Beneficiary - The recipient of the Proceeds of this Policy in the event of the Insured's death.

Cash Surrender Value – The Cash Value of this Policy, less any Loans.

Cash Value - The amount described in the Contract Values section.

Contract Year – The 12-month period that starts from the Effective Date constitutes the first Contract Year. A new Contract Year begins on each Anniversary Date.

Death Benefit – The amount of insurance prior to distribution as Life Insurance Proceeds.

Effective Date - The date when this Policy takes effect. It is shown on the Contract Data Pages. This Effective Date will be used to determine Monthly Dates, Anniversary Dates, and Contract Years.

Extended Term Insurance Option – This is a Nonforfeiture Option that may be selected if this Policy Lapses or is surrendered by the Owner. If no Option is selected and this Policy Lapses, the Extended Term Life Insurance Option will automatically be selected by default. Details are described in the Nonforfeiture Options section.

Face Amount - The Face Amount is the amount of life insurance coverage you applied for and for which you were approved as shown on the Contract Data Pages.

Grace Period – The Grace Period is a 31-day period after a premium payment is due. See the Grace Period provision in the General Provisions section for details.

Insured - The person covered under this Policy and named on the Contract Data Pages.

Lapse - The termination of this Policy for the nonpayment of premium or insufficient payment of the premium due.

Life Insurance Proceeds or **Proceeds** – The amount payable upon the Insured's death, subject to any adjustments as described in the Amount of Proceeds provision in the Payment of Life Insurance Proceeds section.

Loan – The amount of money, including accrued interest, the Owner borrowed from us. This indebtedness is secured by the Cash Value of this Policy.

Loan Value – The maximum amount which the Owner may borrow as described in the Loans section.

Maturity Date – The date we pay the Cash Surrender Value, if any, to you if the Insured is living on the date shown on the Contract Data Pages and if this Policy is in force.

Monthly Date – The date of each month that is the same date as the Effective Date shown on the Contract Data Pages.

Nonforfeiture Options – Options for receiving the Cash Surrender Value if this Policy Lapses or is surrendered by the Owner.

Owner, you, your, or yours - The person named on the Contract Data Pages.

Policy – This document that describes your insurance coverage.

Reinstate, Reinstated, or Reinstatement - To restore coverage if this Policy has Lapsed.

Transamerica Life Insurance Company, the Company, we, us, or our – The Insurer that underwrites this life insurance coverage and pays the benefits upon a claim.

EFFECTIVE DATE

The insurance under this Policy will start on the Effective Date if:

1. Your Application has been approved by us on or before the Effective Date;
2. The Insured is living; and
3. The initial premium payment has been received by us.

OWNERSHIP

You have certain rights while the Insured is living and this Policy is in force. Your rights include, but are not limited to, those listed below:

1. Changing the Beneficiary, subject to any irrevocable Beneficiary that may have been named (an irrevocable Beneficiary cannot be changed without the written consent of that irrevocable Beneficiary);
2. Requesting a Loan;
3. Assigning any right or benefit under this Policy;
4. Reinstating coverage that has Lapsed, subject to the Reinstatement provision;
5. Exercising a Nonforfeiture Option; and
6. Transferring ownership. Any requested change of ownership must be in writing on our form and approved by us. Your requested change will be effective on the date that you signed it, subject to any actions taken prior to receipt of such change.

If you, as the Owner, are not the Insured, and you die before the Insured, the executor or administrator of your estate will have these rights.

BENEFICIARY

Payment of Proceeds - If the Insured dies while this Policy is in force, we will pay the Proceeds to the Beneficiary, subject to the provisions of this Policy. The Beneficiary will be as designated on the Application for this insurance coverage, unless later changed as provided under the How to Change the Beneficiary provision.

If No Beneficiary is Named in the Application or the Designated Beneficiary Dies - The rights of any Beneficiary to receive Proceeds will end if the Beneficiary dies prior, at the time of, or within 30 days after, the death of the Insured, except to the extent that benefits have already been paid. If the rights of all designated Beneficiaries have ended, or if a Beneficiary was not named in the original Application, benefits will be payable to the Insured's survivors in the following order of priority:

1. Legal spouse;
2. Children, including legally adopted children;
3. Parents;
4. Brothers and sisters;
5. The Owner; or
6. The executor or administrator of the Owner's estate.

If the benefits are to be paid to children, the total benefit amount will be divided equally among all the Insured's eligible children. The existence of multiple Beneficiaries will not increase the benefit payable.

Protection of the Death Benefit - To the extent permitted by law, the Death Benefit will not be subject to the claims of the Beneficiary's creditors or to any legal process against the Beneficiary.

How to Change the Beneficiary - You may change the Beneficiary at any time while the Insured is living. Please request a Change of Beneficiary form from us. To be effective, the change must be in writing and signed by both you and a disinterested witness. Any change in Beneficiary, unless you have specified otherwise, will take effect on the date you signed the notice of change, subject to any payments made or actions taken by us prior to our receipt of this notice.

PAYMENT OF LIFE INSURANCE PROCEEDS

Amount of Proceeds – Proceeds payable at the death of the Insured will be the sum of

1. The Face Amount of Insurance then in force; plus
2. Any portion of a premium paid beyond the end of the month in which the Insured's death occurs; minus
3. Any unpaid Policy Loan and Loan interest; minus
4. Any premium due and unpaid which applies to a month before the Insured's death or to the month in which the Insured dies.

The Proceeds may be affected by the election of a Nonforfeiture Option or a misstatement of Age as explained in other provisions of this Policy. No part of any premium waived under any Rider will be refunded.

Tax Qualification – This Policy is intended to qualify under Section 7702 of the Internal Revenue Code as life insurance for federal tax purposes. The Proceeds are intended to qualify for the federal income tax exclusion. The provisions of this Policy will be interpreted to ensure tax qualification, regardless of any language to the contrary. The Proceeds will never be less than the amount necessary to ensure tax qualification.

CONTRACT VALUES

Cash Surrender Value - The Cash Surrender Value may be borrowed against, applied under continuation of insurance, if applicable, or taken in cash upon a full surrender of this Policy. The Cash Value will always equal or exceed the amount required by the law of the state where the Policy is delivered.

The Cash Value as of any date other than an Anniversary will be calculated on a basis which accounts for the passage of time and the payment of premiums beyond the Anniversary Date.

LOANS

Loans – Upon written request, you may borrow any amount up to the available Loan Value of your Policy. Your Policy is the sole security for all Loans.

Loan Value – A Loan may be made in an amount which, together with interest as shown on the Contract Data Pages, will not exceed the Cash Value of this Policy at the date to which premiums have been paid (but not later than the next Anniversary Date).

Loan Interest – The Loan interest rate is shown on the Contract Data Pages. On each Anniversary, Loan interest for the next year is due in advance. Interest not paid when due will be added to the Loan.

Loan Repayment – All or part of an unpaid Loan and accrued interest can be repaid before the Insured's death or before you surrender the Policy. We will deduct any unpaid Loan when Policy Proceeds are payable.

Each payment must be at least \$25, unless the Loan amount is less than \$25, in which case full payment is required. All funds received will be credited to this Policy as a premium payment, unless clearly marked as a Loan repayment.

Failure to repay the Loan will not terminate this Policy unless the Loan exceeds the Cash Value. If this happens, the Policy will terminate and have no further value 31 days after notice has been mailed by us to your last known address and to any assignee of record.

If this Policy is in force under one of the Nonforfeiture Options, the amount of Loan deducted in determining the Cash Surrender Value may be repaid only if this Policy is Reinstated.

PAYMENT OF CASH VALUE AND LOANS

After we receive a written request for a surrender or a Loan, we may defer the payment of surrender values and the making of a Loan for a period of not more than six months. We will not delay any Loan made to pay a premium due us.

BASIS OF COMPUTATION

Cash Values and Extended Term Insurance benefits are based on the Insured's Age and Class of Risk at the interest rates and mortality table shown in the Contract Data Pages. Contract Values for fractions of a year will be calculated with an allowance for the premiums paid and the time elapsed in the Contract Year.

Cash Values of Extended Term Insurance are equal to the present value of future benefits provided.

Reserves are not less than the required minimum reserves and will never be less than the Cash Value. Cash Values and Extended Term Insurance benefits are not less than the minimum values and benefits required by any statute of the state in which the Policy is delivered.

PREMIUMS, TERMINATION AND REINSTATEMENT

Premium Payments – The premium payable for this Policy is shown on the Contract Data Pages. The first premium must be paid on or before the Effective Date. Premiums are payable in advance of the period to which they apply. All premiums are payable to our Administrative Office or to an agent authorized by us to collect premiums. Premiums may be paid annually, semiannually, quarterly, or monthly, subject to our rules as of the Effective Date. The Owner may change the frequency of premium payments subject to our rules in effect at the time of the change by filing a written request at our Administrative Office.

Termination - The insurance under this Policy will stop on the earliest one of these occurrences:

1. The Monthly Date that coincides with or next follows the date we receive your written request to terminate coverage;
2. The Maturity Date;
3. The date the Insured dies; or
4. The date this Policy Lapses or is surrendered under one of the Nonforfeiture Options, subject to the Grace Period.

If insurance stops because the Insured is alive on the Maturity Date, we will pay the Cash Surrender Value, if any, to the Owner. This Policy will cease on the Maturity Date.

Reinstatement -

Conditions for Reinstatement – If this Policy Lapses, it may be Reinstated during the lifetime of the Insured, provided it was not surrendered. To Reinstatement this Policy, we will require:

1. Your written request for Reinstatement within five years after the date of Lapse or after a change to Extended Term Life Insurance before the expiration of such Extended Term Life Insurance;
2. The Insured's written consent for Reinstatement;
3. Evidence of insurability, including good health, satisfactory to us;
4. Repayment of any Loans that existed at the time the Policy Lapsed or changed to Extended Term Insurance; and
5. Payment of the Reinstatement Premium.

Reinstatement Premium – The Reinstatement Premium consists of all past due premiums with annual compound interest at the rate shown on the Contract Data Pages per Contract Year calculated from each premium due date.

The date of Reinstatement will be the Monthly Date on or following the date that the Application for Reinstatement is approved by us, so long as the Insured is still living.

NONFORFEITURE OPTIONS

Lapse – If the premium is not paid when due or before the end of the Grace Period, the Policy will Lapse as of the due date of the unpaid premium. The Cash Surrender Value as of the date of Lapse will be applied under one of the following Options. The Owner may elect an Option, by written notice, within 60 days after the date to which premiums have been paid. If no election is made, we will continue the basic life benefit under the Extended Term Insurance Option. This Option will not include additional benefits provided under any rider which may be attached to this Policy, unless specifically provided in such rider.

This Policy may be continued or surrendered under one of the following Nonforfeiture Options:

Option 1. Surrender Option – This Policy may be surrendered for its Cash Surrender Value as of the date your written surrender request is received at our Administrative Office. Upon surrender, all insurance provided by the Policy and any Riders, unless the Riders provide otherwise, will terminate. If this Policy is surrendered within 60 days after an Anniversary Date, the Cash Surrender Value on the surrender date will not be less than it was on that Anniversary Date.

Option 2. Extended Term Insurance Option - This Policy may be continued as Extended Term Insurance for which no further premiums will be payable. The amount of Extended Term Insurance will be:

1. The Face Amount; less
2. Any Policy Loan and Loan interest.

Unless you choose otherwise, Extended Term Insurance will be your automatic surrender option. The change to Extended Term Insurance will be shown on the next Monthly Date following the date we receive the Owner's written request for this Option, or following the Monthly Date this Policy Lapses and this Option is elected by default.

The length of time the Extended Term Insurance continues will be calculated using the Cash Surrender Value of this Policy as a net single premium as of the due date of the first unpaid premium at the Attained Age and Class of Risk of the Insured.

The Policy can be surrendered at any time for its Cash Value, but it will have no Loan Value if continued as Extended Term Insurance. Also, no insurance or benefits from Riders will be provided under Extended Term Insurance, unless otherwise provided under the terms of an attached Rider.

GENERAL PROVISIONS

Assignment – While the Insured is living, you can assign this Policy or any interest in it. If you do, your interest, and anyone else's, is subject to that of the assignee. As Owner, you still have the rights of ownership that have not been assigned.

An assignee may not change the Owner or the Beneficiary and may not elect to change any method of payment of proceeds. Any Policy proceeds payable to an assignee will be paid in a lump sum.

We must receive a copy of any assignment. Any assignment must be recorded at our Administrative Office. We will not be responsible for the validity of an assignment. It will be subject to any payment we make or other action we take before we record it. An assignment will take effect on the date the notice of assignment is signed by the Owner.

Claims Procedure - Due proof of the Insured's death must be submitted to us at our Administrative Office. The Beneficiary or a personal representative can get a claim form by calling our toll-free telephone number listed on the Cover Page.

Dividends - This is nonparticipating insurance. It does not participate in our profits or surplus, and no dividends will be paid.

Entire Contract - Your Policy, any endorsement(s), and an attached copy of your Application make up the entire contract between you and us. Any statements made in the Application either by you or by the Insured will, in the absence of fraud, be considered representations and not warranties. Also, any written statement made either by you or by the Insured will not be used to void this Policy nor defend against a claim under this Policy unless the statement is contained in the Application.

No change or waiver of any of the provisions of this Policy will be valid unless made in writing by us and signed by an officer of the Company. No agent or other person has the authority to change or waive any provision of your Policy.

Grace Period – If we do not receive a premium payment when it is due, you will have a minimum Grace Period of 31 days for the payment of any premium due except the first. Coverage will continue in force during the Grace Period. If the Insured dies during the Grace Period, we will pay the Death Benefit, less any indebtedness and overdue premium. You will have the entire Grace Period in which to remit any premium payment. Any payments sent by United States mail must be postmarked within the Grace Period.

Incontestability - After this Policy has been in force for two years during the Insured's lifetime, we will not use any statement, except a fraudulent Application statement when permitted in the state where this Policy is delivered or issued for delivery, to void or reduce benefits under this Policy. Any such statement would have to be in a signed form.

All statements made are considered representations and not warranties. No such statement will be used in any contest, unless such statement is in writing and a copy of such statement has been furnished to You.

With respect statements made in an application for Reinstatement, the Policy is incontestable after it has been in force during the Insured's lifetime for two years beginning with the day of Reinstatement. The contestable period is based only on statements in the reinstatement application, unless the original contestable period has not yet expired.

Misstatement of Age - If the Insured's Age was misstated on the Application for this insurance coverage, we will adjust the Death Benefit to the amount that the most recent premium paid would have purchased at the Insured's correct Age.

Suicide Exclusion - We will not pay the Proceeds if the Insured dies by suicide, while sane or insane, within two years from the date coverage is issued. Instead, we will refund the premiums paid for this insurance minus any outstanding Loans.

With respect to any Reinstated coverage, the Suicide Exclusion will not exceed two years from the date of reinstatement.

When Notice is to be Given by Us - Any notice to be given by us will be sent to the Owner at the Owner's last known address and any assignee of record at the assignee's last known address.

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company
Form Titles: Individual Policy of Whole Life Insurance and the Application for Conversion from Group Life Insurance to Individual Life Insurance
Form Numbers: CPCONV00; TLIC-CONV-00

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



Patsy J. Napier, FLMI, AIRC, HIA, CCP
Assistant Secretary

September 23, 2010
Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company
Form Titles: Individual Policy of Whole Life Insurance; Application for Conversion from Group Life Insurance to Individual Life Insurance
Form Numbers: CPCONV00; TLIC-CONV-00

I hereby certify that to the best of my knowledge and belief, the above forms and submission comply with Arkansas Regulation 49, relative to the dissemination of life and health guaranty association notices.



Patsy J. Napier, FLMI, AIRC, HIA, CCP
Assistant Secretary

September 24, 2010
Date

Readability Certification

This is to certify that the forms listed below are in compliance with your state's readability requirements.

A. Option Selected

1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is _____.
2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are attached.

Forms and Form Numbers to Which Certification is Applicable:

See attached list

B. Test Option Selected

1. Test was applied to entire policy form(s)
2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

C. Standards for Certification

A checked block indicates standard has been achieved

1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.
2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.
5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

The certification must be signed by an officer of the insurer.

	Assistant Secretary
Signature	Officer's Title
Officer's name: Patsy J. Napier	Date: September 23, 2010

GROUP WHOLE LIFE INSURANCE POLICY AND RELATED FORMS

FORM NAME	FORM NUMBER	SYLLABLES	WORDS	SENTENCES	SCORE
Individual Policy of Whole Life Insurance	CPCONV00	5,093	3407	173	60.4
Application	TLIC-CONV-00	424.58	284	11	54