

SERFF Tracking Number: INGD-126800660 State: Arkansas
Filing Company: Security Life of Denver Insurance Company State Tracking Number: 47449
Company Tracking Number: 1184
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 1184 SUL-GDB
Project Name/Number: 1184 SUL-GDB/1184 SUL-GDB

Filing at a Glance

Company: Security Life of Denver Insurance Company

Product Name: 1184 SUL-GDB SERFF Tr Num: INGD-126800660 State: Arkansas
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 47449
Adjustable Life Closed
Sub-TOI: L09I.002 Joint (Last Survivor) Co Tr Num: 1184 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Disposition Date: 12/08/2010
Authors: Wendy Paquin, Terry Stumpf, Jackie Williams, Laura Sampair
Date Submitted: 12/06/2010 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: 1184 SUL-GDB
Project Number: 1184 SUL-GDB
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 12/08/2010

Deemer Date:
Submitted By: Wendy Paquin
Filing Description:
Insurance Commissioner
Department of Insurance
Compliance Life & Health

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: This filing was submitted simultaneously to the Interstate Compact of which Colorado, our state of domicile, is a member.
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 12/08/2010
Created By: Wendy Paquin
Corresponding Filing Tracking Number:

SERFF Tracking Number: INGD-126800660 State: Arkansas
Filing Company: Security Life of Denver Insurance Company State Tracking Number: 47449
Company Tracking Number: 1184
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 1184 SUL-GDB
Project Name/Number: 1184 SUL-GDB/1184 SUL-GDB

1200 West Third Street
Little Rock, Arkansas 72201-1904

Re: Security Life of Denver Insurance Company
NAIC #68713 FEIN #84-0499703

Form Numbers:

1184-02/11 Last Survivor Flexible Premium Adjustable Universal Life Insurance Policy
R1381-02/11 Estate Preservation Rider

Attention Policy Form Approval Division:

We submit the above referenced forms for your review and approval. The forms do not replace any previously approved forms. The forms do not contain any unusual or controversial items from the standpoint of industry standards.

We are exempt from filing in Colorado, our state of domicile, pursuant to Colorado Bulletin B-4.1 (May 8, 2007).

The information bracketed in the forms is subject to change.

The policy form is an individual Last Survivor Flexible Premium Adjustable Universal Life Insurance Policy designed to provide a benefit payable at the Second Death.

The policy uses either the guideline premium test or the cash value accumulation test for compliance with IRC Section 7702. Sample Schedule pages for both tests are included in the policy, but only the applicable Schedule page will print in an issued policy.

We will illustrate the policy.

The product will be offered as a fully underwritten policy.

The product will be marketed by licensed and appointed agents on an individual basis.

The policy will be offered on a sex distinct basis.

The Estate Preservation Rider provides level term coverage within the four year period following issue.

We may also use the above rider with future life products.

SERFF Tracking Number: INGD-126800660 State: Arkansas
Filing Company: Security Life of Denver Insurance Company State Tracking Number: 47449
Company Tracking Number: 1184
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 1184 SUL-GDB
Project Name/Number: 1184 SUL-GDB/1184 SUL-GDB

The following previously approved form will be marketed with the submitted policy form (approval date provided):

153793 - Individual Life Insurance Application and other supplemental forms related to the application as approved - 6/8/09

R2030-03/08 - Accelerated Benefit Rider - 2/05/08

Supporting documents that are required as part of this submission are included under the Supporting Documentation tab. If enclosed, the Illustration contains hypothetical numbers that do not reflect the actual pricing of this product.

Unless otherwise informed, we reserve the right to alter the layout of the enclosed forms, including sequential ordering of the sections, color, and type font and size, and any changes necessary to correct typographical errors or comply with your state requirements, but we will only do so if such changes are within the allowable parameters or requirements set forth in your statutes.

To the best of our knowledge, the forms comply with the laws and regulations of your state.

Sincerely,

Wendy Paquin, FLMI, CLU
Senior Contract Analyst
(612) 342-3595
(612) 342-7531 (fax)
wendy.paquin@us.ing.com

Company and Contact

Filing Contact Information

Wendy Paquin, wendy.paquin@us.ing.com
20 Washington Ave South 612-342-3595 [Phone]
Minneapolis, MN 55401 612-342-7531 [FAX]

Filing Company Information

Security Life of Denver Insurance Company CoCode: 68713 State of Domicile: Colorado
1290 Broadway Group Code: 229 Company Type: Life Insurance
Denver, CO 80203-5699 Group Name: State ID Number:
(303) 860-2348 ext. [Phone] FEIN Number: 84-0499703

SERFF Tracking Number: *INGD-126800660* State: *Arkansas*
Filing Company: *Security Life of Denver Insurance Company* State Tracking Number: *47449*
Company Tracking Number: *1184*
TOI: *L09I Individual Life - Flexible Premium* Sub-TOI: *L09I.002 Joint (Last Survivor)*
Adjustable Life
Product Name: *1184 SUL-GDB*
Project Name/Number: *1184 SUL-GDB/1184 SUL-GDB*

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: (1 policy x \$50 per Policy) + (1 Rider x \$50 per Rider) = \$100
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Security Life of Denver Insurance Company	\$100.00	12/06/2010	42656236

SERFF Tracking Number: *INGD-126800660* State: *Arkansas*
Filing Company: *Security Life of Denver Insurance Company* State Tracking Number: *47449*
Company Tracking Number: *1184*
TOI: *L09I Individual Life - Flexible Premium* Sub-TOI: *L09I.002 Joint (Last Survivor)*
Adjustable Life
Product Name: *1184 SUL-GDB*
Project Name/Number: *1184 SUL-GDB/1184 SUL-GDB*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	12/08/2010	12/08/2010

SERFF Tracking Number: *INGD-126800660* State: *Arkansas*
 Filing Company: *Security Life of Denver Insurance Company* State Tracking Number: *47449*
 Company Tracking Number: *1184*
 TOI: *L09I Individual Life - Flexible Premium* Sub-TOI: *L09I.002 Joint (Last Survivor)*
Adjustable Life
 Product Name: *1184 SUL-GDB*
 Project Name/Number: *1184 SUL-GDB/1184 SUL-GDB*

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Health - Actuarial Justification	No	No
Supporting Document	Outline of Coverage	No	No
Supporting Document	Statement of Variability	Yes	Yes
Supporting Document	Actuarial Memorandum	No	No
Form	Last Survivor Flexible Premium	Yes	Yes
	Adjustable Universal Life Insurance Policy		
Form	Estate Preservation Rider	Yes	Yes

SERFF Tracking Number: *INGD-126800660* State: *Arkansas*
 Filing Company: *Security Life of Denver Insurance Company* State Tracking Number: *47449*
 Company Tracking Number: *1184*
 TOI: *L09I Individual Life - Flexible Premium* Sub-TOI: *L09I.002 Joint (Last Survivor)*
Adjustable Life
 Product Name: *1184 SUL-GDB*
 Project Name/Number: *1184 SUL-GDB/1184 SUL-GDB*

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	1184-02/11	Policy/Cont Last Survivor Flexible Initial ract/Fratern Premium Adjustable al Universal Life Certificate Insurance Policy	Initial		50.000	1184 AR.pdf
	R1381-02/11	Policy/Cont Estate Preservation ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.100	R1381 EPR Basic.pdf

**SECURITY LIFE OF DENVER INSURANCE COMPANY
A STOCK COMPANY**

INSURED (1) JOHN DOE
INSURED (2) MARY DOE
POLICY DATE: [February 14, 2011]
POLICY NUMBER: 67000001

WE AGREE TO PAY the Death Benefit Proceeds to the beneficiary on the Second Death of the two Insureds while your policy is in force.

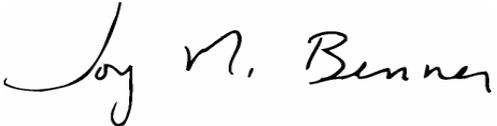
WE ALSO AGREE to provide the other rights and benefits of your policy, subject to its provisions.

PLEASE READ YOUR POLICY CAREFULLY

RIGHT TO EXAMINE PERIOD: You have the right to examine and return your policy. You may return it by mail or other delivery to the agent who sold it to you or to the ING Customer Service Center within 30 days after you receive it. It will then be void from the beginning. Upon return of your policy during the Right to Examine Period, we will return all premiums paid.

Your policy is signed for Security Life of Denver Insurance Company by:

[]
Donald W. Britton
President

[]
Joy M. Benner
Secretary

In your policy, "you" and "your" refer to the owner of the policy; "we," "us" and "our" refer to Security Life of Denver Insurance Company.

**YOUR POLICY IS A LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE
INSURANCE POLICY**

The Death Benefit Proceeds are payable on the Second Death. However, you should give us notice of the First Death at the time it occurs.

Flexible premiums are payable by you during the lifetime of either Insured until Attained Age 121 of the Younger Insured.

This policy is nonparticipating and is not eligible for dividends.

This policy has surrender charges.

There is no maturity date.

SECURITY LIFE OF DENVER INSURANCE COMPANY

**[Home Office
Denver, Colorado]**

**[ING Customer Service Center
P.O. Box 5065
Minot, ND 58702-5065
Toll Free Number:
1 (877) 253-5050]**

TABLE OF CONTENTS

SCHEDULE	4
ADDITIONAL BENEFITS AND RIDERS	
GUARANTEED MAXIMUM POLICY CHARGES	
GUARANTEED MAXIMUM MONTHLY RIDER CHARGES	
POLICY FEATURES AND BENEFITS	
LAPSE PROTECTION PROVISIONS	
DEATH BENEFIT FACTORS	
BASE POLICY TABLE OF GUARANTEED RATES	
ESTATE PRESERVATION TABLE OF GUARANTEED RATES, IF APPLICABLE	
BASE POLICY LAPSE PROTECTION TABLE OF RATES	
LAPSE PROTECTION INTEREST RATES	
TERMS TO UNDERSTAND	5
INSURANCE COVERAGE PROVISIONS.....	8
POLICY DATES AND PERIODS	8
DEATH BENEFIT PROVISIONS.....	8
CHANGES IN INSURANCE COVERAGE	9
PAYMENT OF DEATH BENEFIT PROCEEDS	10
CONTINUATION OF COVERAGE.....	11
PREMIUM PROVISIONS.....	11
PREMIUMS	11
PREMIUM LIMITATION	12
NET PREMIUM	12
FAILURE TO PAY PREMIUM	12
ACCOUNT VALUE PROVISIONS	12
ACCOUNT VALUE	12
GUARANTEED MINIMUM INTEREST RATES	13
LAPSE PROTECTION PROVISIONS	13
MINIMUM MONTHLY PREMIUM.....	13
LAPSE PROTECTION VALUE	14
DEDUCTIONS	15
PREMIUM EXPENSE CHARGE	15
MONTHLY DEDUCTION.....	15
TRANSACTION CHARGES	16
ADJUSTMENT TO POLICY COST FACTORS.....	16
POLICY LOAN PROVISIONS	16
LOANS.....	16
LOAN INTEREST	16
LOAN REPAYMENTS	17
PARTIAL WITHDRAWAL PROVISIONS.....	17
PARTIAL WITHDRAWALS.....	17
PARTIAL WITHDRAWAL EFFECT ON DEATH BENEFIT	17

SURRENDER PROVISIONS	18
POLICY SURRENDERS	18
SURRENDER CHARGES	18
BASIS OF COMPUTATION	19
GRACE PERIOD, TERMINATION AND REINSTATEMENT PROVISIONS	19
GRACE PERIOD AND LAPSE	19
TERMINATION	19
REINSTATEMENT	20
GENERAL POLICY PROVISIONS.....	20
YOUR POLICY	20
REQUIRED NOTICE AND PROCEDURES	21
AGES	21
INSUREDS	21
OWNERS	22
BENEFICIARIES	22
POLICY SPLIT	22
ASSIGNMENT	23
INCONTESTABILITY	24
MISSTATEMENT OF AGE OR GENDER	24
CHANGE IN TOBACCO USE	24
SUICIDE EXCLUSION	24
DEFERRAL OF PAYMENT	24
PERIODIC REPORTS	24
ILLUSTRATION OF BENEFITS AND VALUES	25
ING CUSTOMER SERVICE CENTER.....	25
SETTLEMENT OPTIONS PROVISIONS	26
SETTLEMENT OPTION TABLES	28

We place a copy of your application and any amendments, endorsements and riders at the end of your policy provisions and these documents are part of your policy.

SCHEDULE

POLICY NUMBER	[67000001]
POLICY DATE	[February 14, 2011]
INSURED (1)	[JOHN DOE]
AGE/GENDER	[35, MALE]
RISK CLASS	[STANDARD NO TOBACCO]
[RATING FACTOR]	[1.00]
[FLAT EXTRA AMOUNT (PER MONTH PER \$1,000.00)]	[\$0.00 for 0 policy years]
INSURED (2)	[MARY DOE]
AGE/GENDER	[35, FEMALE]
RISK CLASS	[STANDARD NO TOBACCO]
[RATING FACTOR]	[1.00]
[FLAT EXTRA AMOUNT (PER MONTH PER \$1,000.00)]	[\$0.00 for 0 policy years]
MINIMUM DEATH BENEFIT	[\$250,000.00]
STATED DEATH BENEFIT	[\$250,000.00]
DEATH BENEFIT OPTION	[1]
MONTHLY PROCESSING DATE	[1st]
SCHEDULED PREMIUM	[\$1,000.00 annual]
DEFINITION OF LIFE INSURANCE TEST	[GUIDELINE PREMIUM TEST]

Coverage will expire prior to Attained Age 121 of the Younger Insured if premiums are insufficient to continue coverage. Any changes to your policy, including but not limited to partial withdrawals, policy loans, timing and amount of premium payments will affect coverage, as will changes in the current expense charges, current cost of insurance rates and interest credited to your policy.

If your policy is in force at Attained Age 121 of the Younger Insured, it will continue as stated in the Continuation of Coverage section of your policy.

The capitalized terms used in these Schedules are defined in the "Terms to Understand" section of the policy. Please refer to that section for further explanation about these terms.

SCHEDULE (CONTINUED)

ADDITIONAL BENEFITS AND RIDERS

(For charges, if any, see the Guaranteed Maximum Monthly Rider Charges Schedule. For details on each rider, see the rider.)

[ACCELERATED BENEFIT RIDER]

[ESTATE PRESERVATION RIDER

Term Death Benefit]

[\$100,000.00]

The information provided above is for each rider on its effective date. For details, see your riders and applicable Schedules, if any.

SCHEDULE (CONTINUED)

GUARANTEED MAXIMUM POLICY CHARGES

- a. **Guaranteed Maximum Premium Expense Charge** 22.00% of each premium

- b. **Guaranteed Maximum Monthly Charges**
 - 1. Cost of Insurance Charge See the Policy Table of Guaranteed Rates Schedule

 - 2. Policy Charge \$18.00 to Attained Age 121 of the Younger Insured; zero thereafter

 - 3. Administrative Charge per \$1,000.00 of Stated Death Benefit \$0.08333 to Attained Age 121 of the Younger Insured; zero thereafter

- c. **Guaranteed Maximum Transaction Charges**
 - 1. Partial Withdrawal Service Fee (for each partial withdrawal) \$10.00

 - 2. Excess Policy Illustration Fee (for each illustration after the first in a policy year) \$25.00

SCHEDULE (CONTINUED)

GUARANTEED MAXIMUM POLICY CHARGES

d. **Surrender Charges**

These are the maximum surrender charges for the Stated Death Benefit shown in your Schedule. These charges may change if there is a decrease in the Stated Death Benefit. The surrender charge is zero at the beginning of the 20th year following the Policy Date.

If surrender charges are applicable, a decrease in the Stated Death Benefit will result in the deduction of a surrender charge from the Account Value. See the Requested Decreases in Coverage, Partial Withdrawal Provisions and Surrender Provisions sections for details.

Policy Year	Maximum Surrender Charge Amount
1	[\$3,702.50]
2	[\$3,687.32]
3	[\$3,672.14]
4	[\$3,652.15]
5	[\$3,634.74]
6	[\$3,392.23]
7	[\$3,149.72]
8	[\$2,907.20]
9	[\$2,664.69]
10	[\$2,422.18]
11	[\$2,179.66]
12	[\$1,937.15]
13	[\$1,694.63]
14	[\$1,452.49]
15	[\$1,209.98]
16	[\$967.46]
17	[\$724.95]
18	[\$482.44]
19	[\$239.92]
20 and later	[\$0.00]

SCHEDULE (CONTINUED)

GUARANTEED MAXIMUM MONTHLY RIDER CHARGES

[ACCELERATED BENEFIT RIDER See the Rider for transaction charges]	[\$0.00]
[ESTATE PRESERVATION RIDER]	
[Cost of Insurance Charge]	[See the Estate Preservation Rider Table of Guaranteed Rates Schedule]
[Administrative Charge per \$1,000.00 of Estate Preservation Rider Term Death Benefit]	[\$0.08333 for policy years 1 through 4]

SCHEDULE (CONTINUED)
POLICY FEATURES AND BENEFITS

a. Policy Loans

- | | |
|---|--|
| 1. Guaranteed Maximum Interest Rate Charged on Loans | [6.00]% |
| 2. Guaranteed Minimum Interest Rate Credited on Loans | [4.00]% per year |
| 3. Minimum Loan Amount | \$1,000.00 |
| 4. Maximum Loan Amount | 100.00% of the Net Surrender Value minus 3 times the Monthly Deduction |

b. Partial Withdrawals

- | | |
|--------------------------------------|--|
| 1. Minimum Partial Withdrawal Amount | \$1,000.00 |
| 2. Maximum Partial Withdrawal Amount | Amount that will leave \$500.00 as the Net Surrender Value |
| 3. Limit on Partial Withdrawals | 12 in a policy year |

c. Guaranteed Minimum Interest Rate [3.00]% per year

SCHEDULE (CONTINUED)

LAPSE PROTECTION PROVISIONS

On each Monthly Processing Date, we test your policy to determine if it will enter the Grace Period. If on a Monthly Processing Date the Net Surrender Value is greater than zero, your policy will not enter the Grace Period. Even if the Net Surrender Value is less than or equal to zero, your policy will not enter the Grace Period on that Monthly Processing Date if it meets the requirements of the Minimum Monthly Premium or the Lapse Protection Value provisions.

a. **Minimum Monthly Premium**

- | | | |
|----|---|------------------|
| 1. | Minimum Monthly Premium Period | Policy Years 1-5 |
| 2. | Minimum Monthly Premium (the Minimum Monthly Premium may vary if there are changes to your policy; see the Minimum Monthly Premium section for details) | [\$58.57] |

If you pay only the Minimum Monthly Premium, you may forego the advantage of building up significant Account Value. On a current and guaranteed basis, the Account Value at the end of the Minimum Monthly Premium Period may be insufficient to keep your policy in force unless an additional premium payment is made at that time.

b. **Lapse Protection Value***

- | | | |
|----|--|--|
| 1. | Lapse Protection Value Period | From the end of the Minimum Monthly Premium Period to the date of the Second Death |
| 2. | Lapse Protection Premium Charge | [20.00]% of each premium |
| 3. | Lapse Protection Monthly Charges | |
| | A. Lapse Protection Monthly Cost of Insurance Charge | See the Base Policy Lapse Protection Table of Rates |
| | B. Lapse Protection Monthly Policy Charge | [\$10.00] per policy month to Attained Age 121 of the Younger Insured; zero thereafter |
| | C. Lapse Protection Monthly Administrative Charge per \$1,000.00 of Stated Death Benefit | [\$0.04170] to Attained Age 121 of the Younger Insured; zero thereafter |
| | D. [Estate Preservation Rider Lapse Protection Cost of Insurance Rate per \$1,000.00 of Term Death Benefit, if applicable] | [See the Estate Preservation Rider Table of Guaranteed Rates] |
| | E. [Estate Preservation Rider Lapse Protection Monthly Administrative Charge, if applicable] | [See the Guaranteed Maximum Monthly Rider Charges Schedule] |
| 4. | Lapse Protection Interest Rate | See the Lapse Protection Interest Rates Schedule |

*The charges and rates used to calculate the Lapse Protection Value are for reference purposes only. We do not use the Lapse Protection Value to determine the actual Account Value or death benefit provided by your policy. See the Lapse Protection Value section for details on calculation of the Lapse Protection Value.

(Print for Guideline Premium version)

SCHEDULE (CONTINUED)

**DEFINITION OF LIFE INSURANCE GUIDELINE PREMIUM TEST/CASH VALUE CORRIDOR TEST
DEATH BENEFIT FACTORS**

Your policy's Base Death Benefit at any time will be at least equal to the Account Value times the appropriate Death Benefit Factor from the following table.

Younger Insured's Attained Age	Death Benefit Factor	Younger Insured's Attained Age	Death Benefit Factor
35-40	2.50		
41	2.43	71	1.13
42	2.36	72	1.11
43	2.29	73	1.09
44	2.22	74	1.07
45	2.15	75	1.05
46	2.09	76	1.05
47	2.03	77	1.05
48	1.97	78	1.05
49	1.91	79	1.05
50	1.85	80	1.05
51	1.78	81	1.05
52	1.71	82	1.05
53	1.64	83	1.05
54	1.57	84	1.05
55	1.50	85	1.05
56	1.46	86	1.05
57	1.42	87	1.05
58	1.38	88	1.05
59	1.34	89	1.05
60	1.30	90	1.05
61	1.28	91	1.04
62	1.26	92	1.03
63	1.24	93	1.02
64	1.22	94	1.01
65	1.20	95	1.00
66	1.19	96	1.00
67	1.18	97	1.00
68	1.17	98	1.00
69	1.16	99	1.00
70	1.15	100 and older	1.00

(Print for CVAT version)

SCHEDULE (CONTINUED)

**DEFINITION OF LIFE INSURANCE CASH VALUE ACCUMULATION TEST
DEATH BENEFIT FACTORS**

Your policy's Base Death Benefit at any time will not be less than:

- a. The Account Value, if any;
- b. Multiplied by the appropriate Death Benefit Factor from the following table;
- c. Multiplied by the sum of one plus the greater of:
 1. The rate or rates guaranteed under your policy, including any interest rate guarantee applicable for any duration, or
 2. 4.00%;
- d. Divided by 1.04.

Younger Insured's Attained Age	Death Benefit Factor	Younger Insured's Attained Age	Death Benefit Factor	Younger Insured's Attained Age	Death Benefit Factor
35	7.37044	57	3.13464	79	1.49479
36	7.08700	58	3.01826	80	1.45658
37	6.81456	59	2.90676	81	1.42079
38	6.55267	60	2.79996	82	1.38757
39	6.30094	61	2.69772	83	1.35681
40	6.05898	62	2.59993	84	1.32824
41	5.82642	63	2.50647	85	1.30176
42	5.60289	64	2.41722	86	1.27732
43	5.38805	65	2.33202	87	1.25453
44	5.18160	66	2.25073	88	1.23376
45	4.98320	67	2.17319	89	1.21479
46	4.79259	68	2.09925	90	1.19742
47	4.60945	69	2.02877	91	1.18117
48	4.43353	70	1.96162	92	1.16468
49	4.26453	71	1.89772	93	1.14820
50	4.10220	72	1.83701	94	1.13189
51	3.94631	73	1.77950	95	1.11565
52	3.79663	74	1.72505	96	1.09927
53	3.65297	75	1.67354	97	1.08151
54	3.51512	76	1.62484	98	1.06102
55	3.38289	77	1.57886	99	1.03449
56	3.25613	78	1.53552	100 and older	1.00000]

SCHEDULE (CONTINUED)

BASE POLICY TABLE OF GUARANTEED RATES

Guaranteed Maximum Cost of Insurance Rates Per \$1,000.00 of Net Amount at Risk for your policy.

Policy Year	Monthly Cost of Insurance Rate	Policy Year	Monthly Cost of Insurance Rate	Policy Year	Monthly Cost of Insurance Rate
[1	0.00008	30	0.20207	59	13.61830
2	0.00026	31	0.24105	60	15.16623
3	0.00048	32	0.28583	61	17.01311
4	0.00073	33	0.33694	62	18.77294
5	0.00102	34	0.39641	63	20.60122
6	0.00136	35	0.46433	64	21.19095
7	0.00177	36	0.54554	65	22.34828
8	0.00228	37	0.64169	66	24.01788
9	0.00291	38	0.76102	67	25.71976
10	0.00369	39	0.89783	68	27.63127
11	0.00467	40	1.05430	69	29.73356
12	0.00584	41	1.23525	70	32.06650
13	0.00730	42	1.44308	71	34.60698
14	0.00888	43	1.68636	72	37.23686
15	0.01077	44	1.97189	73	39.95180
16	0.01316	45	2.30269	74	42.70248
17	0.01607	46	2.68048	75	45.57763
18	0.01980	47	3.14903	76	48.52963
19	0.02430	48	3.67898	77	51.38758
20	0.02991	49	4.25328	78	54.17785
21	0.03694	50	4.90111	79	56.74913
22	0.04545	51	5.63663	80	60.29824
23	0.05559	52	6.39537	81	63.63013
24	0.06699	53	7.35013	82	67.09236
25	0.08037	54	8.37403	83	70.87934
26	0.09641	55	9.46778	84	74.40894
27	0.11600	56	10.53979	85	78.00210
28	0.14012	57	11.30602	86	83.33333
29	0.16871	58	12.32199	87 and later	00.00000]

We base the rates shown above on the 2001 Commissioners Standard Ordinary Sex Distinct, Smoker Distinct, Ultimate Mortality Table, age nearest birthday. These rates include any applicable rating factor and/or flat extra amount shown in your Schedule.

SCHEDULE (CONTINUED)

[ESTATE PRESERVATION RIDER TABLE OF GUARANTEED RATES

Guaranteed Maximum Cost of Insurance Rates Per \$1,000.00 of Estate Preservation Term Death Benefit
(These rates apply to the Estate Preservation Rider)

Policy Year	Monthly Cost of Insurance Rate
1	[0.00008]
2	[0.00026]
3	[0.00048]
4	[0.00073]

We base the rates shown above on the 2001 Commissioners Standard Ordinary Sex Distinct, Smoker Distinct, Ultimate Mortality Table, age nearest birthday. These rates include any applicable rating factor and/or flat extra amount shown in your Schedule. See the Estate Preservation Rider for details.]

SCHEDULE (CONTINUED)

BASE POLICY LAPSE PROTECTION TABLE OF RATES

Table LPV 1 Cost of Insurance Rates per \$1,000.00 of Net Amount at Risk
(These rates apply to the base policy)

Attained Age of the Younger Insured	Monthly Cost of Insurance Rate	Attained Age of the Younger Insured	Monthly Cost of Insurance Rate	Attained Age of the Younger Insured	Monthly Cost of Insurance Rate
[35	0.00062	64	0.57225	93	3.99033
36	0.00236	65	0.61767	94	4.44430
37	0.00495	66	0.66232	95	4.98584
38	0.00870	67	0.70567	96	5.50185
39	0.01370	68	0.74999	97	6.03789
40	0.02062	69	0.79329	98	6.21102
41	0.02936	70	0.84132	99	6.55039
42	0.04064	71	0.89302	100	6.33584
43	0.05487	72	0.95548	101	6.33584
44	0.06635	73	1.01673	102	6.33584
45	0.07973	74	1.07661	103	6.33584
46	0.08467	75	1.13723	104	6.33584
47	0.08917	76	1.19758	105	6.33584
48	0.10438	77	1.26128	106	6.33584
49	0.11985	78	1.32900	107	6.33584
50	0.13601	79	1.39829	108	6.33584
51	0.15355	80	1.46638	109	6.33584
52	0.17267	81	1.55180	110	6.33584
53	0.19379	82	1.63293	111	6.33584
54	0.21643	83	1.70021	112	6.33584
55	0.24229	84	1.76432	113	6.33584
56	0.27036	85	1.82713	114	6.33584
57	0.29991	86	1.87073	115	6.33584
58	0.33061	87	2.15084	116	6.33584
59	0.36180	88	2.45127	117	6.33584
60	0.40415	89	2.77221	118	6.33584
61	0.44145	90	3.08683	119	6.33584
62	0.48362	91	3.31189	120	6.33584
63	0.52763	92	3.61006	121 and older	0.00000]

Table LPV1 rates apply during the first policy year and any policy year for which the Lapse Protection Value at the end of the previous policy year is zero or less.

The Lapse Protection Value is a reference value only. We do not use the Lapse Protection Value to determine the actual Account Value or death benefit provided by your policy.

SCHEDULE (CONTINUED)

BASE POLICY LAPSE PROTECTION TABLE OF RATES

Table LPV 2 Cost of Insurance Rates per \$1,000.00 of Net Amount at Risk
(These rates apply to the base policy)

Attained Age of the Younger Insured	Monthly Cost of Insurance Rate	Attained Age of the Younger Insured	Monthly Cost of Insurance Rate	Attained Age of the Younger Insured	Monthly Cost of Insurance Rate
[35	0.00062	64	0.05648	93	3.99033
36	0.00177	65	0.06773	94	4.44430
37	0.00279	66	0.08070	95	4.98584
38	0.00367	67	0.09554	96	5.50185
39	0.00434	68	0.11282	97	6.03789
40	0.00489	69	0.13259	98	6.21102
41	0.00523	70	0.15624	99	6.55039
42	0.00543	71	0.18427	100	2.14836
43	0.00549	72	0.21907	101	2.14836
44	0.00554	73	0.25901	102	2.14836
45	0.00554	74	0.30474	103	2.14836
46	0.00589	75	0.35766	104	2.14836
47	0.00620	76	0.41849	105	2.14836
48	0.00645	77	0.48972	106	2.14836
49	0.00658	78	0.57335	107	2.14836
50	0.00664	79	0.67028	108	2.14836
51	0.00666	80	0.78101	109	2.14836
52	0.00666	81	0.91834	110	2.14836
53	0.00706	82	1.07373	111	2.14836
54	0.00745	83	1.24219	112	2.14836
55	0.00926	84	1.43225	113	2.14836
56	0.01149	85	1.64805	114	2.14836
57	0.01416	86	1.87073	115	2.14836
58	0.01734	87	2.15084	116	2.14836
59	0.02109	88	2.45127	117	2.14836
60	0.02617	89	2.77221	118	2.14836
61	0.03176	90	3.08683	119	2.14836
62	0.03866	91	3.31189	120	2.14836
63	0.04687	92	3.61006	121 and older	0.00000]

Table LPV2 rates apply during any year other than the first policy year in which the Lapse Protection Value at the end of the previous policy year is greater than zero.

The Lapse Protection Value is a reference value only. We do not use the Lapse Protection Value to determine the actual Account Value or death benefit provided by your policy.

SCHEDULE (CONTINUED)

LAPSE PROTECTION INTEREST RATES

Policy Year	Interest Rate	Policy Year	Interest Rate	Policy Year	Interest Rate
[1	4.00%	30	5.00%	59	5.00%
2	4.00%	31	5.00%	60	5.00%
3	4.00%	32	5.00%	61	5.00%
4	4.00%	33	5.00%	62	5.00%
5	4.00%	34	5.00%	63	5.00%
6	4.00%	35	5.00%	64	5.00%
7	4.00%	36	5.00%	65	5.00%
8	4.00%	37	5.00%	66	5.00%
9	4.00%	38	5.00%	67	5.00%
10	4.00%	39	5.00%	68	5.00%
11	5.00%	40	5.00%	69	5.00%
12	5.00%	41	5.00%	70	5.00%
13	5.00%	42	5.00%	71	5.00%
14	5.00%	43	5.00%	72	5.00%
15	5.00%	44	5.00%	73	5.00%
16	5.00%	45	5.00%	74	5.00%
17	5.00%	46	5.00%	75	5.00%
18	5.00%	47	5.00%	76	5.00%
19	5.00%	48	5.00%	77	5.00%
20	5.00%	49	5.00%	78	5.00%
21	5.00%	50	5.00%	79	5.00%
22	5.00%	51	5.00%	80	5.00%
23	5.00%	52	5.00%	81	5.00%
24	5.00%	53	5.00%	82	5.00%
25	5.00%	54	5.00%	83	5.00%
26	5.00%	55	5.00%	84	5.00%
27	5.00%	56	5.00%	85	5.00%
28	5.00%	57	5.00%	86	5.00%
29	5.00%	58	5.00%	87 and later	5.00%]

The Lapse Protection Value is a reference value only. We do not use the Lapse Protection Value to determine the actual Account Value or death benefit provided by your policy.

TERMS TO UNDERSTAND

This section identifies some of the important terms that we have used throughout your policy and that have special meaning.

Account Value: The Account Value on the Policy Date will be the Net Premium paid on that date for your policy, less the Monthly Deduction for the first policy month. On any Monthly Processing Date other than the Policy Date, the Account Value is equal to: (a) the Account Value on the first day of the previous policy month; plus (b) one month's interest credited on both the loaned and unborrowed portion of item a.; plus (c) any Net Premium received since the most recent Monthly Processing Date with interest from the date of receipt to the date of calculation; minus (d) the Monthly Deduction for the current month; minus (e) the amount of any partial withdrawal on the Monthly Processing Date; minus (f) any surrender charge applicable to a decrease in the Stated Death Benefit; minus (g) any policy transaction charges incurred since the most recent Monthly Processing Date with interest from the effective date of the transaction to the date of calculation.

Age: Age is the age of the designated Insured on his or her birthday nearest the Policy Date. We issue your policy at the Ages shown in your Schedule.

Attained Age: Attained Age is the designated Insured's Age as of the Policy Date plus the number of completed policy years, regardless of whether the Insured is living or deceased. For example, "Attained Age 121 of the Younger Insured" is the date on which the Younger Insured's Age as of the Policy Date plus the number of completed policy years equals 121.

Base Death Benefit: The Base Death Benefit is the death benefit of your policy and does not include any additional death benefit provided by riders attached to your policy, if any.

Death Benefit Proceeds: Death Benefit Proceeds is the amount we will pay on the Second Death. Death Benefit Proceeds equals: (a) the Base Death Benefit in effect on the date of the Second Death, plus the death benefit from other riders, if any; minus (b) any Loan Amount; minus (c) unpaid Monthly Deductions, if any, incurred prior to the date of the Second Death.

First Death: First Death is the death of the first of the two Insureds to die.

Grace Period: The Grace Period is the 61 day period after which your policy will lapse unless you make a required premium payment. The Grace Period will begin on a Monthly Processing Date if on that date the Net Surrender Value is zero or less, except as provided in the Minimum Monthly Premium and the Lapse Protection Value sections.

Insured: An Insured is one of the two persons whose life is insured by your policy. Each Insured is shown in your Schedule and may or may not be the owner of your policy.

Lapse Protection Monthly Deduction: The Lapse Protection Monthly Deduction is equal to the sum of all the Lapse Protection Monthly Charges shown in the Lapse Protection Provisions Schedule.

Lapse Protection Net Premium: The Lapse Protection Net Premium equals the premium paid, minus the Lapse Protection Premium Charge.

Lapse Protection Premium Charge: Each time we receive a premium we determine the Lapse Protection Premium Charge by multiplying the Lapse Protection Premium Charge percentage shown in your Lapse Protection Provisions Schedule by the premium amount.

Lapse Protection Value: The Lapse Protection Value on the Policy Date will be the Lapse Protection Net Premium paid on that date for your policy, less the Lapse Protection Monthly Deduction for the first policy month. On any Monthly Processing Date other than the Policy Date, the Lapse Protection Value is equal to: (a) the Lapse Protection Value on the first day of the previous policy month; plus (b) one month's lapse protection interest; plus (c) any Lapse Protection Net Premium received since the most recent Monthly Processing Date with lapse protection interest from the date of receipt to the date of calculation; minus (d) the Lapse Protection Monthly Deduction for the current month; minus (e) the amount of any partial withdrawal since the most recent Monthly Processing Date; minus (f) any surrender charge applicable to a decrease in the Stated Death Benefit; minus (g) any policy transaction charges incurred since the most recent Monthly Processing Date with lapse protection interest from the effective date of the transaction to the date of calculation. The Lapse Protection Value is a reference value only. We do not use the Lapse Protection Value to determine the actual Account Value or death benefit provided by your policy.

Lapse Protection Value Period: The Lapse Protection Value Period begins at the end of the Minimum Monthly Premium Period, as shown in the Lapse Protection Provisions Schedule, and ends on the date of the Second Death. It is the period during which we guarantee that your policy, including any riders, will remain in force and will not enter the Grace Period, provided that the Net Lapse Protection Value is greater than or equal to zero. However, your policy will enter the Grace Period if, on a Monthly Processing Date, the Loan Amount and any policy loan accrued interest exceed the Surrender Value.

Loan Amount: The Loan Amount equals: (a) any outstanding loan plus accrued loan interest as of the beginning of the policy year; plus (b) new loans; plus (c) accrued but unpaid loan interest; minus (d) loan repayments.

Minimum Death Benefit: The Minimum Death Benefit is the minimum amount of coverage required to issue or continue the policy. We show the Minimum Death Benefit amount in your Schedule. The Minimum Death Benefit applies to the Stated Death Benefit.

Minimum Monthly Premium: The Minimum Monthly Premium is the amount used to determine whether your policy will lapse during the Minimum Monthly Premium Period. The Minimum Monthly Premium on the Policy Date is shown in the Lapse Protection Provisions Schedule.

Minimum Monthly Premium Period: The Minimum Monthly Premium Period is shown in your Lapse Protection Provisions Schedule. It is the period during which we guarantee that your policy, including any riders, will remain in force and will not enter the Grace Period, provided your policy satisfies the minimum monthly premium requirement. See the Minimum Monthly Premium Requirement section for details.

Monthly Deduction: The Monthly Deduction is equal to: (a) the monthly cost of insurance, policy and administrative charges for your policy shown in your Guaranteed Maximum Policy Charges Schedule; plus (b) the monthly charges, if any, for additional benefits provided by your riders shown in your Guaranteed Maximum Monthly Rider Charges Schedule.

Monthly Processing Date: The Monthly Processing Date is the date each month on which the Monthly Deduction from the Account Value is due.

Net Lapse Protection Value: The Net Lapse Protection Value is the Lapse Protection Value minus any Loan Amount.

Net Premium: Net Premium equals the premium received, minus the premium expense charge.

Net Surrender Value: The Net Surrender Value on any date equals: (a) the Surrender Value; minus (b) any Loan Amount.

Older Insured: The Older Insured is the older of the two Insureds as of the Policy Date.

Policy Date: We show the Policy Date in your Schedule. It is the date from which we measure policy years, policy months and policy anniversaries, and it determines the Monthly Processing Date.

Right to Examine Period: The Right to Examine Period is the number of days after delivery of your policy during which you have the right to examine your policy and return it for a return of all premiums paid. See the Cover Page for details.

Scheduled Premium: Scheduled Premium is the amount that you indicate on your application as the amount you intend to pay at fixed intervals over a certain period. You may specify the interval as monthly, quarterly, semiannually or annually.

Second Death: Second Death is the death of the Insured who has survived the death of the other Insured or the simultaneous deaths of both Insureds.

Stated Death Benefit: The Stated Death Benefit is the amount of death benefit coverage provided under your policy as shown in your Schedule. The Stated Death Benefit changes when there is a decrease or a transaction that causes your amount of coverage to change.

Surrender Value: Surrender Value is the Account Value minus surrender charges, if any.

Younger Insured: The Younger Insured is the younger of the two Insureds as of the Policy Date.

INSURANCE COVERAGE PROVISIONS

POLICY DATES AND PERIODS

Policy Date

We show the Policy Date in your Schedule. It is the date from which we measure policy years, policy months and policy anniversaries, and it determines the Monthly Processing Date. A policy anniversary occurs each year on the same month and day as the Policy Date.

The Policy Date is the effective date for all coverage provided under your policy. No coverage may take effect under your policy unless we receive the amount of premium required for coverage to begin under your policy, and there has been no change in the insurability of the person proposed for insurance from the date of your policy application to the date we receive this required premium.

Monthly Processing Date

The Monthly Processing Date is the date each month on which the Monthly Deduction from the Account Value is due. The first Monthly Processing Date is the Policy Date. Subsequent Monthly Processing Dates are the same calendar day of each month as the Policy Date.

Right to Examine Period

The Right to Examine Period is the number of days after delivery of your policy during which you have the right to examine your policy and return it for a return of all premiums paid. See the Cover Page for details.

DEATH BENEFIT PROVISIONS

Stated Death Benefit

The Stated Death Benefit is the amount of death benefit coverage provided under your policy as shown in your Schedule. The Stated Death Benefit changes when there is a decrease or a transaction that causes your amount of coverage to change. For example, a partial withdrawal under Death Benefit Option 1 may cause the Stated Death Benefit to change.

Death Benefit Options

Death benefit options are different methods of calculating the Base Death Benefit. You select the death benefit option when you apply for the policy, and the death benefit option you selected is shown in your Schedule.

Base Death Benefit

The Base Death Benefit is the death benefit of your policy and does not include any additional death benefit provided by riders attached to your policy, if any. We calculate the Base Death Benefit according to one of the following death benefit options:

Death Benefit Option 1: Under Death Benefit Option 1, the Base Death Benefit is the greater of:

- a. The Stated Death Benefit; or
- b. The Account Value multiplied by the appropriate factor from the Death Benefit Factors shown in your Definition of Life Insurance – Death Benefit Factors Schedule.

Death Benefit Option 2: Under Death Benefit Option 2, the Base Death Benefit is the greater of:

- a. The Stated Death Benefit plus the Account Value; or
- b. The Account Value multiplied by the appropriate factor from the Death Benefit Factors shown in your Definition of Life Insurance – Death Benefit Factors Schedule.

Minimum Death Benefit

The Minimum Death Benefit is the minimum amount of coverage required to issue or continue the policy. We show the Minimum Death Benefit amount in your Schedule. The Minimum Death Benefit applies to the Stated Death Benefit.

Definition of Life Insurance

The definition of life insurance test shown in your Schedule is the specific method by which we determine whether your policy meets the definition of life insurance under the Internal Revenue Code of 1986, as amended, and its rules and regulations. If you do not elect a test on your application, the Guideline Premium Test will apply to your policy. The test is not subject to change unless required by a change in the Internal Revenue Code or by other applicable legal authority.

We design your policy to qualify as a life insurance contract under the Internal Revenue Code, and we will construe all terms and provisions of your policy in a manner consistent with that design. The Base Death Benefit in force at any time will not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code. We reserve the right to amend your policy, return or refuse any premium, whether scheduled or unscheduled, adjust the amount of coverage and reject any policy request when required to maintain this tax qualification. We also reserve the right to reject any policy request if the request might cause us to return any premium to you, unless you have agreed in writing.

If premiums paid during any policy year exceed the limits set by the Internal Revenue Code, we will return the excess premiums to you, with interest as required by law, within 60 days after the end of the policy year. However, under current tax law, you have the right to pay the premium required to keep your policy in force to the end of the policy year.

CHANGES IN INSURANCE COVERAGE

The Stated Death Benefit shown on your Schedule is the amount of death benefit coverage under your policy. You may not increase the Stated Death Benefit, but decreases are permitted.

Requested Decreases in Coverage

Once each policy year, you may give us notice requesting a decrease to the Stated Death Benefit. We must approve any decrease to the Stated Death Benefit and the following will apply to all decreases:

- a. The effective date of the decrease will be the Monthly Processing Date immediately following the date of our approval;
- b. Decreases that occur during the Minimum Monthly Premium Period may result in the calculation of a new Minimum Monthly Premium that applies from the effective date of the decrease;
- c. Decreases in insurance coverage have the same effect on the calculation of the Lapse Protection Value as they do on the calculation of Account Value;
- d. Your request must be made after the first policy anniversary and must be for an amount greater than or equal to \$1,000.00;
- e. We will limit the decrease such that, immediately after the requested decrease, the Stated Death Benefit is at least equal to the Minimum Death Benefit; and
- f. A surrender charge will apply if you decrease the Stated Death Benefit during the surrender charge period. If a surrender charge applies, we will deduct it from the Account Value and reduce future surrender charges. For details, see the Surrender Charges section.

Death Benefit Option Changes

Beginning with the first Monthly Processing Date and ending at Attained Age 121 of the Younger Insured, you may give us notice requesting a change to the death benefit option. Both Insureds must be alive at the time of the change. This change will be effective as of the next Monthly Processing Date following approval. A death benefit option change applies to the entire Stated Death Benefit. We may not allow any change if it would reduce the Stated Death Benefit below the Minimum Death Benefit.

After the effective date of the change, we will change the Stated Death Benefit according to the following table:

DEATH BENEFIT OPTION CHANGE		STATED DEATH BENEFIT FOLLOWING THE CHANGE EQUALS THE:
FROM	TO	
Death Benefit Option 1	Death Benefit Option 2	Stated Death Benefit prior to such change, minus the Account Value as of the effective date of the change.
Death Benefit Option 2	Death Benefit Option 1	Stated Death Benefit prior to such change, plus the Account Value as of the effective date of the change. Although requested increases to the Stated Death Benefit are not permitted under this policy, the Stated Death Benefit may increase due to a change from Death Benefit Option 2 to Death Benefit Option 1.

PAYMENT OF DEATH BENEFIT PROCEEDS

Death Benefit Proceeds is the amount we will pay on the Second Death and we compute the amount as of the date of the Second Death.

Death Benefit Proceeds equals:

- a. The Base Death Benefit in effect on the date of the Second Death, plus the death benefit from other riders, if any; minus
- b. Any Loan Amount; minus
- c. Unpaid Monthly Deductions, if any, incurred prior to the date of the Second Death.

We will pay the Death Benefit Proceeds within 7 days of when we receive due proof of the death claim. Due proof of the death claim means we have received:

- a. Due proof of each Insured's death;
- b. Sufficient information to determine our liability, the extent of the liability, and the identity of the legally entitled beneficiary or beneficiaries; and
- c. Sufficient evidence that any legal impediments to payment that depend on parties other than us are resolved. Such legal impediments include, but are not limited to, the establishment of guardianships and conservatorships, the appointment and qualification of trustees, executors and administrators and our receipt of information required to satisfy state and federal reporting requirements.

Any Death Benefit Proceeds we pay are subject to adjustments as provided in the Misstatement of Age or Gender, Suicide Exclusion and Incontestability sections. We will pay the Death Benefit Proceeds in one lump sum unless you request an alternate method of payment. We describe other available payout methods in the Settlement Options Provisions section.

We will pay interest on the lump sum Death Benefit Proceeds from the date of the Second Death to the date of payment. We will compute interest at a rate required by law from the date of death to the date the proceeds are paid.

CONTINUATION OF COVERAGE

If your policy is in force at Attained Age 121 of the Younger Insured, it will continue pursuant to the terms of the policy. On that date, the following will occur:

- a. All riders attached to your policy will terminate; and
- b. If the death benefit option in force on your policy is Death Benefit Option 2, we will convert your policy to Death Benefit Option 1 in accordance with the procedures outlined in the Death Benefit Option Changes section. We will not allow further changes to the death benefit option.

Continuing coverage beyond Attained Age 100 of the Younger Insured may cause your policy to fail to qualify as life insurance under the Internal Revenue Code and you may be subject to adverse tax consequences. You should consult a tax advisor before you choose to continue your policy after Attained Age 100 of the Younger Insured.

After Attained Age 121 of the Younger Insured:

- a. We will calculate the Base Death Benefit as stated in your policy;
- b. No further premiums will be accepted except amounts required to keep your policy from lapsing;
- c. No further Monthly Deductions will be taken;
- d. Transaction charges will continue to be deducted at the time of the applicable transaction;
- e. Interest will continue to be credited to the Account Value;
- f. Partial withdrawals will continue to be available;
- g. Loans will continue to be available and any existing loan will continue. Loan interest will continue to accrue and if not paid, may cause your policy to lapse. Repayments of loans and loan interest will be accepted; and
- h. Your policy will enter the 61-day Grace Period if the Net Surrender Value is zero or less, unless the Lapse Protection Value provision is keeping your policy in force.

You may surrender your policy if you do not want coverage to continue past Attained Age 121 of the Younger Insured.

PREMIUM PROVISIONS

PREMIUMS

Scheduled Premium

Scheduled Premium is the amount that you indicate on your application as the amount you intend to pay at fixed intervals over a certain period. You may specify the interval as monthly, quarterly, semiannually or annually. You are not required to pay the Scheduled Premium and you may change it at any time. You may pay more or less than the amount of the Scheduled Premium, subject to the Premium Limitation section. Payment of the Scheduled Premium does not guarantee that the coverage will not lapse. The timing and amount of your premium payments will affect your Account Value and death benefit coverage.

You may pay the Scheduled Premium shown in your Schedule while your policy is in force prior to Attained Age 121 of the Younger Insured. Under conditions provided in the Grace Period section, you may be required to make additional premium payments to keep your policy in force. All premiums after the first will be payable as provided in the ING Customer Service Center section. We will furnish a receipt signed by one of our officers upon your request.

Unscheduled Premium

You may make unscheduled premium payments at any time your policy is in force prior to Attained Age 121 of the Younger Insured, subject to the Premium Limitation section. Unless you give us notice otherwise, we will first apply these premium payments to reduce or pay off any existing loan. We may limit the amount of such unscheduled premium payment if the payment would result in an increase in the Base Death Benefit.

PREMIUM LIMITATION

We will return any premium or any portion of the Account Value that causes your policy not to qualify as a life insurance policy under the Internal Revenue Code. We will also reject or return any unscheduled or Scheduled Premium if that premium would:

- a. Not be allowed under our normal rules of underwriting; or
- b. Cause classification of your policy as a modified endowment contract under the Internal Revenue Code, unless you have agreed to such classification in writing.

You may not pay any premiums either after the Second Death or after Attained Age 121 of the Younger Insured, except any premiums necessary to keep your policy from lapsing.

NET PREMIUM

Net Premium equals the premium received, minus the premium expense charge. We deduct this charge from each premium before allocating the premium to the Account Value.

Each time we receive a premium we determine the premium expense charge by multiplying the applicable premium expense charge percentage by the premium amount. The guaranteed maximum premium expense charge percentage is shown in your Guaranteed Maximum Policy Charges Schedule.

FAILURE TO PAY PREMIUM

We deduct the Monthly Deduction to cover your policy and rider charges until Attained Age 121 of the Younger Insured. If you stop paying premiums prior to Attained Age 121 of the Younger Insured, your Net Surrender Value may be insufficient to cover the Monthly Deduction and your coverage may lapse. See the Grace Period section for details.

ACCOUNT VALUE PROVISIONS

ACCOUNT VALUE

The Account Value on the Policy Date will be the Net Premium paid on that date for your policy, less the Monthly Deduction for the first policy month.

On any Monthly Processing Date other than the Policy Date, the Account Value is equal to:

- a. The Account Value on the first day of the previous policy month; plus
- b. One month's interest credited on both the loaned and unborrowed portion of item a.; plus
- c. Any Net Premium received since the most recent Monthly Processing Date with interest from the date of receipt to the date of calculation; minus
- d. The Monthly Deduction for the current month; minus
- e. The amount of any partial withdrawal on the Monthly Processing Date; minus
- f. Any surrender charge applicable to a decrease in the Stated Death Benefit; minus
- g. Any policy transaction charges incurred since the most recent Monthly Processing Date with interest from the effective date of the transaction to the date of calculation.

We calculate the Account Value on any other day in a manner consistent with the preceding formula.

GUARANTEED MINIMUM INTEREST RATES

The interest rate applied in the calculation of the unborrowed portion of the Account Value will not be less than the guaranteed minimum interest rate shown in your Policy Features and Benefits Schedule. This rate is an effective annual interest rate credited daily. We guarantee that the interest rate in effect at each policy anniversary will not change for the next 12 policy months.

LAPSE PROTECTION PROVISIONS

MINIMUM MONTHLY PREMIUM

Minimum Monthly Premium Requirement

The Minimum Monthly Premium provision applies during the Minimum Monthly Premium Period in your Lapse Protection Provisions Schedule. If on each Monthly Processing Date during this period your policy satisfies the minimum monthly premium requirement, your policy and any riders will remain in force and will not enter the Grace Period. Your policy satisfies the minimum monthly premium requirement if (a) equals or exceeds (b), where:

- (a) Is the sum of the premiums paid since the Policy Date, minus all partial withdrawals, partial withdrawal service fees and any Loan Amounts; and
- (b) Is the sum of the Minimum Monthly Premiums since the Policy Date.

Minimum Monthly Premium

The Minimum Monthly Premium is the amount used to determine whether your policy will lapse during the Minimum Monthly Premium Period. The Minimum Monthly Premium on the Policy Date is shown in the Lapse Protection Provisions Schedule. The following may cause the Minimum Monthly Premium to change and any new Minimum Monthly Premium will apply from the effective date of the change. These changes do not cause the Minimum Monthly Premium Period to restart:

- a. A decrease in the Stated Death Benefit;
- b. The addition or deletion of a rider;
- c. A change in death benefit option; or
- d. A partial withdrawal resulting in a decrease in the Stated Death Benefit.

If you pay only the Minimum Monthly Premium, you may forego the advantage of building up significant Account Value. On a current and guaranteed basis, the Account Value at the end of the Minimum Monthly Premium Period may be insufficient to keep your policy in force unless an additional premium payment is made at that time. As provided in the Grace Period section, if this policy enters the Grace Period during the Minimum Monthly Premium Period, you will receive written notice of the premium required to continue this policy in force.

If the Minimum Monthly Premium provision is keeping your policy in force, and the Account Value is less than zero, the Account Value will be set to zero for the purposes of calculating cost of insurance charges, interest credits and Death Benefit Proceeds. Changes in insurance coverage that occur during the Minimum Monthly Premium Period may result in the calculation of a new Minimum Monthly Premium applicable from the effective date of the change in coverage.

LAPSE PROTECTION VALUE

The Lapse Protection Value Period is shown in the Lapse Protection Provisions Schedule. This period begins at the end of the Minimum Monthly Premium Period and ends on the date of the Second Death. If on each Monthly Processing Date during this period the Net Lapse Protection Value is greater than or equal to zero, your policy and any riders will remain in force and will not enter the Grace Period. However, your policy will enter the Grace Period if, on a Monthly Processing Date, the Loan Amount and any policy loan accrued interest exceed the Surrender Value. The Lapse Protection Value is a reference value only. We do not use the Lapse Protection Value to determine the actual Account Value or death benefit provided by your policy. We calculate the Lapse Protection Value in the same way as the Account Value except we use the lapse protection information in the Lapse Protection Provisions Schedule.

The Lapse Protection Value on the Policy Date will be the Lapse Protection Net Premium (premium paid minus the Lapse Protection Premium Charge shown in the Lapse Protection Provisions Schedule) paid on that date for your policy, less the Lapse Protection Monthly Deduction for the first policy month. The Lapse Protection Monthly Deduction is equal to the sum of all the Lapse Protection Monthly Charges shown in the Lapse Protection Provisions Schedule.

On any Monthly Processing Date other than the Policy Date, the Lapse Protection Value is equal to:

- a. The Lapse Protection Value on the first day of the previous policy month; plus
- b. One month's lapse protection interest; plus
- c. Any Lapse Protection Net Premium received since the most recent Monthly Processing Date with lapse protection interest from the date of receipt to the date of calculation; minus
- d. The Lapse Protection Monthly Deduction for the current month; minus
- e. The amount of any partial withdrawal since the most recent Monthly Processing Date; minus
- f. Any surrender charge applicable to a decrease in the Stated Death Benefit; minus
- g. Any policy transaction charges incurred since the most recent Monthly Processing Date with lapse protection interest from the effective date of the transaction to the date of calculation.

The Net Lapse Protection Value is the Lapse Protection Value minus any Loan Amount.

There are two tables used in calculating the Lapse Protection Value cost of insurance for the base policy coverage. Table LPV1 rates apply during policy year one and during any policy year for which the Lapse Protection Value at the end of the previous policy year is zero or less. Table LPV2 rates apply during any year other than policy year one in which the Lapse Protection Value at the end of the previous policy year is greater than zero.

As provided in the Grace Period section, if your policy enters the Grace Period during the Lapse Protection Value Period, you will receive written notice of the premium required to continue this policy in force. If the Lapse Protection Value provision is keeping your policy in force, and the Account Value is less than zero, the Account Value will be set to zero for the purposes of calculating cost of insurance charges, interest credits and Death Benefit Proceeds. Changes in insurance coverage have the same effect on the calculation of the Lapse Protection Value as they do on the calculation of Account Value.

Lifetime Guarantee Annual Premium

The Lifetime Guarantee Annual Premium is the minimum amount required to be paid in order to keep your policy in force for the lifetime of the two Insureds pursuant to the Lapse Protection Value provisions. If you pay the Lifetime Guarantee Annual Premium on the first day of each policy year until the earlier of the Second Death or Attained Age 121 of the Younger Insured, we guarantee that your policy will remain in force and will not enter the Grace Period, provided, however, that no loans, partial withdrawals, scheduled or unscheduled decreases in the Stated Death Benefit, changes to the Death Benefit Option or other policy changes are made. For the amount of such Lifetime Guarantee Annual Premium or to request an illustration, please contact our Customer Service Center or your agent.

DEDUCTIONS

PREMIUM EXPENSE CHARGE

Each time we receive a premium we determine the premium expense charge by multiplying the applicable premium expense charge percentage by the premium amount. The guaranteed maximum premium expense charge percentage is shown in your Guaranteed Maximum Policy Charges Schedule.

MONTHLY DEDUCTION

The Monthly Deduction is equal to:

- a. The monthly cost of insurance, policy and administrative charges for your policy shown in your Guaranteed Maximum Policy Charges Schedule; plus
- b. The monthly charges, if any, for additional benefits provided by your riders shown in your Guaranteed Maximum Monthly Rider Charges Schedule.

We deduct the Monthly Deduction from the Account Value as of the Monthly Processing Date. We will show the Monthly Deductions in periodic reports that we send you at least once per policy year, and we show the guaranteed maximum monthly charges in your Guaranteed Maximum Policy Charges Schedule. After Attained Age 121 of the Younger Insured, we will not subtract any further Monthly Deductions.

Cost of Insurance

The cost of insurance charge for your policy is the cost of insurance rate for the risk class of the two Insureds, multiplied by the net amount at risk. It is determined on a monthly basis.

We use the net amount at risk to determine the cost of insurance charges; it is equal to (a) divided by (b), minus (c), where:

- (a) Is the Base Death Benefit as of the Monthly Processing Date (after subtracting those Monthly Deductions that are deducted before calculating the Base Death Benefit cost of insurance);
- (b) Is the result of one plus the monthly equivalent of the guaranteed minimum interest rate shown in your Policy Features and Benefits Schedule; and
- (c) Is the Account Value as of the Monthly Processing Date (after subtracting those Monthly Deductions that are deducted before calculating the Base Death Benefit cost of insurance).

We will determine the cost of insurance rate from time to time. We will base the rates on the gender and Ages of the two Insureds, the duration since the coverage began and the risk class of the two Insureds.

TRANSACTION CHARGES

We deduct transaction charges, as described in your Guaranteed Maximum Policy Charges Schedule and in each rider, as applicable, at the time of the applicable transaction.

ADJUSTMENT TO POLICY COST FACTORS

We may periodically change the rates for the cost of insurance and other charges, and the interest rates we credit to the Account Value. We may base any changes on our expectations of future cost factors including, but not limited to, mortality, expenses including taxes, persistency, investment earnings and reinsurance. Any change will apply to all policies of the same Age, gender and risk class for the two Insureds that have been in force for the same period. The cost of insurance and other charges will never exceed the guaranteed maximum rates shown in your Guaranteed Maximum Policy Charges Schedule. The interest rates we credit to the Account Value will never be less than the guaranteed minimum interest rates shown in your Policy Features and Benefits Schedule. We will not change cost of insurance rates or other charges, or the interest rates we credit to the Account Value to recover past losses.

POLICY LOAN PROVISIONS

LOANS

You may give us notice requesting a loan, secured only by your policy, on or after the first Monthly Processing Date. The minimum and maximum amount you may borrow is shown in your Policy Features and Benefits Schedule. However, requesting a maximum loan may cause your policy to enter the Grace Period.

The Loan Amount equals:

- a. Any outstanding loan plus accrued loan interest as of the beginning of the policy year; plus
- b. New loans; plus
- c. Accrued but unpaid loan interest; minus
- d. Loan repayments.

If the Loan Amount equals or exceeds the Surrender Value, you must pay a premium sufficient to keep your policy in force. For details, see the Grace Period section. Loans may generate an income tax liability, reduce the available Surrender Value and Death Benefit Proceeds or cause your policy to lapse.

When you take a loan or if you do not pay the loan interest when due, an amount equal to the loan or loan interest due is added to the Loan Amount to secure the loan.

LOAN INTEREST

We charge you loan interest on the Loan Amount. The guaranteed maximum loan interest rate charged on loans is shown in your Policy Features and Benefits Schedule. The current loan interest rate charged may be less than the maximum rate and may change from time to time. We will notify you of the current loan interest rate when you receive a loan and give you reasonable advance notice of any increase in the current loan interest rate. Loan interest is due and payable at the end of each policy year. If loan interest is not paid when due, it is added to the Loan Amount.

We credit you loan interest on the Loan Amount. The guaranteed minimum loan interest rate credited on loans is shown in your Policy Features and Benefits Schedule. The current loan interest rate credited may be more than the minimum rate and may change from time to time. The portion of the Account Value subject to a loan may accumulate at a different rate of interest than the portion of the Account Value not subject to a loan, but it will not accumulate at a rate that is less than the guaranteed minimum interest rate credited on loans shown in your Policy Features and Benefits Schedule.

We will not terminate your policy in a policy year as the sole result of a change in the loan interest rate in that policy year; and we will maintain coverage until your policy would have otherwise terminated without the change in loan interest rate in such policy year.

LOAN REPAYMENTS

You may repay all or part of a loan at any time while your policy is in force. Unless you indicate otherwise, we will apply any payments other than Scheduled Premiums as loan repayments and not as premiums. When you make a loan repayment, the Loan Amount is decreased by the repayment amount.

PARTIAL WITHDRAWAL PROVISIONS

PARTIAL WITHDRAWALS

A partial withdrawal is a withdrawal of a portion of the Net Surrender Value. Taking a partial withdrawal may result in a surrender charge and may reduce your Death Benefit Proceeds. We deduct a partial withdrawal service fee each time you take a partial withdrawal. The amount of the partial withdrawal service fee and the surrender charge are shown in your Guaranteed Maximum Policy Charges Schedule.

You may give us notice requesting a partial withdrawal on any Monthly Processing Date after the first policy anniversary. The partial withdrawal will be effective as of the Monthly Processing Date after we approve your request. The minimum and maximum partial withdrawal amounts are shown in your Guaranteed Maximum Policy Charges Schedule. We limit the number of partial withdrawals in a policy year to the number shown in your Policy Features and Benefits Schedule. We will also limit the amount of the partial withdrawal so that, immediately after the requested partial withdrawal, the Stated Death Benefit is at least equal to the Minimum Death Benefit we require to issue your policy.

The amount of the partial withdrawal and the partial withdrawal service fee will reduce the Account Value.

PARTIAL WITHDRAWAL EFFECT ON DEATH BENEFIT

A partial withdrawal does not reduce the Stated Death Benefit when:

- a. The Base Death Benefit has been increased to qualify your policy as life insurance under the Internal Revenue Code; and
- b. The amount withdrawn is not greater than that which reduces the Account Value to the level that no longer requires the Base Death Benefit to be increased for Internal Revenue Code purposes.

In all other situations, a partial withdrawal may reduce the Stated Death Benefit, depending on the death benefit option in effect:

- a. For a policy with Death Benefit Option 1, a partial withdrawal reduces the Stated Death Benefit by the amount of the partial withdrawal.
- b. For a policy with Death Benefit Option 2, a partial withdrawal does not reduce the Stated Death Benefit.

Any reduction in death benefit will be effective as of the Monthly Processing Date after we approve your partial withdrawal request. We will notify you if a partial withdrawal results in a change to the death benefit. We may ask you to return your policy to our Customer Service Center to make this change. The withdrawal and the reductions in death benefits, if any, will be effective as of the Monthly Processing Date after we approve your request.

SURRENDER PROVISIONS

POLICY SURRENDERS

You may give us notice requesting a surrender of your policy at any time after the Right to Examine Period and before the Second Death, and receive the Net Surrender Value. Notice should be given as provided in the Required Notice and Procedures section. Once we receive both your notice and your policy at our Customer Service Center, we will compute the Net Surrender Value as of the last Monthly Processing Date. We will cancel your policy as of the date we receive your notice, and you will not have any further benefits under your policy. You cannot reinstate your policy once you have surrendered it.

We will pay the Net Surrender Value in one lump sum unless you request an alternate method of payment. We describe other available payout methods in the Settlement Options Provisions section.

Surrender Value

Surrender Value is the Account Value minus surrender charges, if any. The Surrender Value will not be less than the minimums required as of the Policy Date by the state in which your policy is delivered.

Net Surrender Value

The Net Surrender Value on any date equals:

- a. The Surrender Value; minus
- b. Any Loan Amount.

SURRENDER CHARGES

The surrender charge is the charge subtracted from the Account Value in the event of surrender, policy lapse, a requested reduction in the Stated Death Benefit or certain partial withdrawals. The surrender charge is shown in your Guaranteed Maximum Policy Charges Schedule. The surrender charge is based on the amount of Stated Death Benefit surrendered and may change with any decrease in your policy's death benefit.

During the surrender charge period, if you request a decrease to the Stated Death Benefit or take a partial withdrawal that causes the Stated Death Benefit to decrease, the surrender charge amount will decrease in the same proportion that the Stated Death Benefit decreases.

If there is a decrease in the Stated Death Benefit, we deduct the applicable surrender charge from your Account Value. The amount of the surrender charge that we deduct will equal the surrender charge in effect before the decrease minus the surrender charge in effect after the decrease. If the amount deducted causes the Net Surrender Value to become zero or less, your policy may enter the Grace Period. See the Grace Period section for details.

If you surrender your policy within 30 days following a policy anniversary, the Net Surrender Value will not be less than it was on that policy anniversary.

BASIS OF COMPUTATION

The Surrender Value under your policy is not less than the minimum required, as of the Policy Date, by the Standard Nonforfeiture Laws of the state in which your policy was delivered. We have filed a detailed statement of the method of computation of the policy values with the insurance department of the state in which your policy was delivered, if required.

GRACE PERIOD, TERMINATION AND REINSTATEMENT PROVISIONS

GRACE PERIOD AND LAPSE

On a Monthly Processing Date, if the Net Surrender Value is zero or less, your policy will enter into the Grace Period for 61 days, except as provided in the Minimum Monthly Premium and the Lapse Protection Value sections.

Once your policy has entered the Grace Period, to keep it in force you must make a required premium payment. This required premium payment will be equal to the past due charges plus an amount we expect to be sufficient to keep your policy and any riders in force for 2 months following receipt of this required premium payment. We will mail notice of the amount of this required premium payment to you and any assignee at the last known address at least 30 days before the end of the Grace Period. If you send this required premium payment by U.S. mail, postmarked within the Grace Period, we will apply the Net Premium payment to your policy and deduct the past due amounts. We will consider any required premium payment received by us within 7 days of the end of the Grace Period as having been mailed within the Grace Period.

If you do not send us at least the required premium payment by the end of the Grace Period, your policy will lapse. Lapse means that your policy terminates without value.

If the Second Death occurs during the Grace Period, we will deduct any unpaid Monthly Deductions from the Death Benefit Proceeds of your policy. If you surrender your policy during the Grace Period, we will deduct any unpaid Monthly Deductions from the Surrender Value.

TERMINATION

All coverage provided by your policy will end as of the earliest of:

- a. The date your policy is surrendered;
- b. The date of the Second Death; or
- c. The date your policy lapses (when the Grace Period ends without payment of the required premium).

Coverage provided by your riders will end according to their terms.

REINSTATEMENT

Reinstatement means putting a lapsed policy back in force. If your policy has lapsed at the end of the Grace Period, we will reinstate your policy if you meet all of the conditions listed below. The effective date of reinstatement will be the Monthly Processing Date on or next following the date you meet all of the conditions. If you have met all of the conditions listed below, and the Second Death occurs before the Monthly Processing Date on which we reinstate your policy, we will pay the Death Benefit Proceeds as of that Monthly Processing Date. We will allow reinstatement subject to the following conditions:

- a. You have not surrendered your policy for its Net Surrender Value;
- b. The date of the First Death, if applicable, was on or before the date your policy terminated;
- c. We receive your notice to reinstate your policy on or before the earlier of:
 1. 5 years after the date your policy lapses, or
 2. Attained Age 121 of the Younger Insured;
- d. You submit evidence satisfactory to us that the surviving Insured(s) are still insurable according to our normal rules of underwriting applicable to the original risk classes and ratings of your policy;
- e. Payment of a premium that meets one of the following (we will notify you of the required reinstatement premium amount in a reinstatement letter):
 1. An amount projected to keep your policy and any applicable riders in force from the beginning of the Grace Period to the end of the expired Grace Period and for an additional 2 months after the date of reinstatement; or
 2. If reinstatement occurs during the Minimum Monthly Premium Period, an amount that satisfies the Minimum Monthly Premium requirement on the reinstatement effective date as if your policy had not lapsed, plus the Minimum Monthly Premium for 2 months after the reinstatement effective date; and
- f. We receive any requested payment amounts within the period provided in the reinstatement letter.

Once we reinstate your policy:

- a. We will reinstate the Loan Amount, if any, calculated as of the end of the Grace Period;
- b. The surrender charge period, Minimum Monthly Premium Period and Lapse Protection Value Period for your reinstated policy will be determined as if your policy had not lapsed; and
- c. The Account Value on the reinstatement date will equal:
 1. The Account Value at the end of the Grace Period; plus
 2. The Net Premium paid on reinstatement; minus
 3. Any unpaid Monthly Deductions through the end of the Grace Period.

GENERAL POLICY PROVISIONS

YOUR POLICY

Your initial policy, including a copy of your application and any amendments, endorsements and riders, plus any subsequent applications for changes to your policy or reinstatement and Schedules, amendments, riders, endorsements, make up your entire policy between you and us. We will attach a copy of your original application to your policy at issue. If there is a change in coverage, we will send you a copy of any application and any applicable Schedules for you to attach to your policy. In the absence of fraud, we will consider all statements made in your initial application, and any application for reinstatement, as representations and not warranties. No statement will be used to deny a claim unless it is in an application that is made part of your policy.

Both our president, or an officer, and our secretary or assistant secretary must sign all changes to your policy. No other person can change any of your policy's terms and conditions.

Your policy does not participate in our surplus earnings.

REQUIRED NOTICE AND PROCEDURES

Unless we allow otherwise, you must send us notice of all selections, designations, assignments and requests in a written form acceptable to us. You should send any notice to our Customer Service Center at P.O. Box 5065, Minot, ND 58702-5065. For overnight delivery, the address is 2000 21st Ave NW, Minot, ND 58703-0890. We may require a return of your policy or proof of your lost policy for the surrender of, or any change to, your policy. We are not liable for any action we take before we receive and record your written notification at our Customer Service Center.

Where applicable, all changes to your policy will be subject to our normal rules of underwriting, to include availability of reinsurance coverage, risk classifications and ratings.

In the event of the death of either Insured, please let us know as soon as possible. Once we receive notification of the Second Death, we will promptly send claim filing instructions to you or the beneficiary. We may require proof of Age and a certified copy of the death certificate. We may require the beneficiary and next of kin to sign authorizations as part of due proof of the death claim. These authorization forms allow us to obtain information about the decedent, including, but not limited to, medical records of physicians and hospitals used by the decedent.

AGES

Age

Age is the age of the designated Insured on his or her birthday nearest the Policy Date. We issue your policy at the Ages shown in your Schedule.

Attained Age

Attained Age is the designated Insured's Age as of the Policy Date plus the number of completed policy years, regardless of whether the Insured is living or deceased. For example, "Attained Age 121 of the Younger Insured" is the date on which the Younger Insured's Age as of the Policy Date plus the number of completed policy years equals 121.

INSUREDS

Insured

An Insured is one of the two persons whose life is insured by your policy. Each Insured is shown in your Schedule and may or may not be the owner of your policy.

Older Insured

The Older Insured is the older of the two Insureds as of the Policy Date.

Younger Insured

The Younger Insured is the younger of the two Insureds as of the Policy Date.

OWNERS

The original owner is the person or entity named as the owner in your application. You, as the owner, can exercise all rights and receive the benefits until the Second Death. This includes the right to change the owner, beneficiaries and methods for the payment of Death Benefit Proceeds. All rights of the owner are subject to the rights of any assignee and any irrevocable beneficiary.

You may name a new owner by sending us notice. Unless you state otherwise, the new owner designation will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center.

BENEFICIARIES

Your beneficiary designation will be on file with us or at a location designated by us. Until the Second Death, you may name a new beneficiary by sending us notice. An irrevocable beneficiary cannot be changed without the consent of the irrevocable beneficiary. Unless you state otherwise, the new beneficiary designation will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center. We will pay Death Benefit Proceeds to the beneficiaries listed on your most recent beneficiary designation and we will not be subject to multiple payments.

We will pay the Death Benefit Proceeds to the primary beneficiary or beneficiaries surviving the Second Death. If no primary beneficiaries survive the Second Death, we will pay the surviving contingent beneficiary or beneficiaries. If more than one beneficiary in a class survives the Second Death, they will share the Death Benefit Proceeds equally, unless your beneficiary designation provides otherwise. We will pay the Death Benefit Proceeds to you or your estate if there is no surviving designated beneficiary.

POLICY SPLIT

As described below, upon satisfaction of the required conditions and the occurrence of the events listed below, you may divide this policy into two single life policies, one on the life of each Insured. We will not require any evidence of insurability for the new base policies, and the new policies must be products acceptable to us at the time of the split.

The exercise of this option is subject to all of the following conditions:

- a. Each proposed owner of a new policy must have an insurable interest in the life of the Insured covered by the new policy;
- b. Both Insureds must be living on the effective date of the split, or the split will be void;
- c. If the qualifying event is the divorce of the Insureds, the Insureds may not be remarried to each other as of the effective date of the split; and
- d. You may not elect this benefit if the rating on either Insured is uninsurable or is a higher rating than 2.0 times the standard risk class.

By written notice to us, you may exercise this option within 180 days of the occurrence of any of the following events:

- a. The effective date of a final dissolution decree with respect to the marriage of the two Insureds;
- b. The effective date of a change to federal estate tax law that results in either:

1. Permanent removal of the unlimited marital deduction provision; or
 2. A reduction in the current maximum federal estate tax rate of at least 50.00% from the rate as of the Policy Date, provided that the federal estate tax law does not contain a provision allowing for later reinstatement of a maximum federal estate tax rate that is equal to or greater than 50.00% of the maximum federal estate tax rate as of the Policy Date; or
- c. The effective date of dissolution of any business owned or conducted by the two Insureds on the Policy Date.

Your notice must provide satisfactory evidence that the contingent event has occurred.

The effective date of the split will be the first Monthly Processing Date after we have approved your request. We will base the premiums for each new policy on each Insured's Attained Age, gender and risk class at the time of the split. As of the effective date of the split:

- a. Premiums will be due for each new policy in accordance with its terms;
- b. The Base Death Benefit of your policy will be split 50.00% to each of the new policies;
- c. We will allocate the Account Value of your policy between the new policies in the same proportion as the Base Death Benefit and any surrender charges will be waived. However, we reserve the right to limit the amount of Account Value applied to the new policies if the allocation would cause an increase in the base death benefit of the new policies. We will pay any remaining Account Value to the new owner in cash. In addition, if an owner of a new policy exercises such policy's Right to Examine Period, free look or similar provision, one half of the surrender charges of this policy, if any, will be assessed to that owner;
- d. If the Account Value allocated to each of the new policies is less than our minimum premium requirements for the new policies, we will require that a premium be paid at issue of the new policies;
- e. We will transfer any policy loan to each new policy in the same proportion as the Account Value. If the transferred loan on a new policy exceeds the amount available for a loan under that policy, the loan must be reduced to equal the available loan value of the new policy. Any excess must be paid to us on or before the effective date of the split;
- f. Any assignee must agree to the split, and any assignment of the policy will apply to each new policy;
- g. Each new policy will be subject to the terms set forth in the new policy, including but not limited to, new surrender charges and a new Guaranteed Maximum Policy Charges Schedule;
- h. Each new policy will have a new policy date and we will measure the suicide and incontestability periods for the new policies from the new policy date; and
- i. All riders attached to your policy will terminate on the effective date of the split. Riders on the new policies are subject to our consent and satisfactory evidence of insurability.

You should consult a tax advisor before you choose to exercise your option to split your policy, as there may be tax consequences.

This policy provision ends on the earliest of:

- a. The policy anniversary nearest Attained Age 80 of the Older Insured;
- b. The First Death;
- c. The expiration of the Grace Period of your policy; or
- d. The termination or surrender of your policy.

ASSIGNMENT

You may assign your policy as security by giving us notice. Unless you state otherwise, the assignment will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center. The rights of the owner and beneficiaries are subject to the assignment. We are not liable for the validity of any assignment.

INCONTESTABILITY

After your policy has been in force during the lifetime of the surviving Insured for 2 years from the date of issue, we will not contest its validity, except for nonpayment of premiums. After your policy has been in force during the lifetime of the surviving Insured for 2 years from the effective date of any approved request requiring underwriting, we will not contest the validity of the approved request, except for nonpayment of premiums. We will base any contest only on statements made in your application for your policy or in your request requiring underwriting, whichever is applicable; and the statements must be material to the risk accepted or the hazard assumed by us. Notwithstanding the above, we may contest your policy at any time if it was procured by fraud, as permitted by the law of the state in which your policy was delivered.

MISSTATEMENT OF AGE OR GENDER

We will adjust the death benefit if either of the Insured's Age or gender has been misstated. Notwithstanding the Incontestability section, the adjusted death benefit will be equal to the death benefit that would have been purchased at the Insureds' correct Age and gender using the most recent cost of insurance charge and adjusting the net amount at risk by the ratio of the incorrect cost of insurance rate to the correct cost of insurance rate.

CHANGE IN TOBACCO USE

If there is a change in either Insured's tobacco use habits during the time your policy is in force, you may apply for a change to the Insured's risk class by sending notice to us at our Customer Service Center. Your policy must have been in force for one year from the date of issue before you may make your request. We will base any change on our normal rules of underwriting.

SUICIDE EXCLUSION

Regardless of whether the Insured is sane or insane, if the Second Death results from suicide within 2 policy years of the date of issue, we will make a limited payment to the beneficiary. We will pay in one lump sum the amount of all premiums paid to us during that time, minus any Loan Amount and partial withdrawals. Coverage under your policy and all riders will then terminate.

DEFERRAL OF PAYMENT

We may defer payment of any partial withdrawal, surrender or loan, except for any loan used to pay premiums, for up to 6 months after receipt of your notice. We will not defer payment of Death Benefit Proceeds.

PERIODIC REPORTS

We will send you, without charge, at least once each year a report that shows the report period date, the Account Value at the beginning and the end of the report period, the Surrender Value at the end of the report period, the amounts credited and debited to your policy, the death benefit, any Loan Amount at the end of the report period and a notice if your policy will enter the Grace Period before the end of the next reporting period based on guaranteed charges and no additional premium payments. The report will also show the allocation of the Account Value as of the date of the report and the amounts added to or deducted from the Account Value since the last report. The report will include any other required information by the insurance supervisory official of the jurisdiction in which your policy is delivered.

ILLUSTRATION OF BENEFITS AND VALUES

You may give us notice requesting a hypothetical illustration of future death benefits and Account Values. Notice should be given as provided in the Required Notice and Procedures section. This illustration will include the information required by the laws of the state where your policy is delivered. If you request more than one illustration during a policy year, we reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in your Guaranteed Maximum Policy Charges Schedule.

ING CUSTOMER SERVICE CENTER

The ING Customer Service Center is located at P.O. Box 5065, Minot, ND 58702-5065. For overnight delivery, the address is 2000 21st Ave NW, Minot, ND 58703-0890. Unless we give you notice otherwise, you should send:

- a. All payments to the address on any provided premium notice or coupon and return envelope; and
- b. All other payments, notices and requests to our Customer Service Center as provided in the Required Notice and Procedures section.

SETTLEMENT OPTIONS PROVISIONS

SETTLEMENT OPTION SELECTION

A settlement option provides for payment of Death Benefit Proceeds or the Net Surrender Value in other than a lump sum. You may select a settlement option by giving us notice before the Second Death. If you have not selected a settlement option, the beneficiary may give us notice within 60 days after we receive due proof of the death claim or prior to our payment of the lump sum Death Benefit Proceeds, whichever is earlier. You may not name a payee that is not a natural person without our consent.

SETTLEMENT OPTIONS

- a. **Settlement Option I:**
Payouts for a Designated Period. Based on your selection, we will pay annual, semi-annual, quarterly or monthly installments per year for a designated period that may be 5 to 30 years. The installment dollar amounts will be equal except for any excess interest as described below. The amount of the first monthly payout for each \$1,000.00 of proceeds applied is in Settlement Table I.
- b. **Settlement Option II:**
Life Income with Payouts for a Designated Period. Based on your selection, we will pay annual, semi-annual, quarterly or monthly installments per year throughout the payee's lifetime, or if longer, for a period of 5, 10, 15 or 20 years. The installment dollar amounts will be equal except for any excess interest as described below. The amount of the first monthly payout for each \$1,000.00 of proceeds applied is in Settlement Option Table II. This settlement option is available only for ages shown in the table. Payouts for Settlement Option II will be determined by using the 2000 Individual Annuitant Mortality Table for the appropriate gender at 1.50% interest annually.
- c. **Settlement Option III:**
Hold at Interest. You may leave amounts on deposit with us that we will pay on the death of the payee, or at any earlier date you select. Interest on any unpaid balance will be at the rate declared by us or at any higher rate required by law. You select whether interest will be left on deposit with us and accumulated or paid in monthly, quarterly, semi-annual or annual payments each year. You may not leave any amount on deposit for more than 30 years.
- d. **Settlement Option IV:**
Payouts of a Designated Amount. Based on your selection, we will pay a designated amount in annual, semi-annual, quarterly or monthly equal installments per year until the proceeds, together with interest at the rate declared by us or at any higher rate required by law, are exhausted.
- e. **Settlement Option V:**
Other. Settlement may be made in any other manner as agreed in writing between you (or the beneficiary) and us.

SETTLEMENT OPTION CHANGES AND WITHDRAWALS

You may change any settlement option at any time before the Second Death. If you have given the beneficiary the right to make changes or withdrawals, or if the beneficiary has selected the settlement option, the beneficiary (as primary payee) may take the following actions:

- a. Make a change from Settlement Options I, III and IV to another settlement option;
- b. Take a full withdrawal under Settlement Option III or IV; and partial withdrawals of not less than \$300.00 under Settlement Option III;
- c. Commute and receive in one sum any remaining installments under Settlement Option I at 1.50% interest annually; and
- d. Change any contingent payee designation.

You may give us notice requesting a change or withdrawal. We also may require that you send in the supplementary policy or provide proof of your lost policy. We may defer payment of a commuted payment and any withdrawals for a period up to 6 months.

SETTLEMENT OPTION EXCESS INTEREST

We may declare an interest rate above the guaranteed rate on Settlement Options I, II, III and IV. The crediting of excess interest for one period does not guarantee the higher rate for other periods.

SETTLEMENT OPTION MINIMUM AMOUNTS

The minimum amount you may apply under any settlement option is \$2,000.00. If the payments to the payee are ever less than \$20.00, we may change the frequency of payments to result in payments of at least that amount.

SUPPLEMENTARY POLICY

When a settlement option becomes effective, we will surrender your policy in exchange for a supplementary policy. It will provide for the manner of settlement and rights of the payees. The supplementary policy's effective date will be the date of Second Death or the date of surrender. The first payment under Settlement Options I, II and IV will be payable as of the effective date. The first interest payment under Settlement Option III will be made as of the end of the interest payment period selected. We will make subsequent payments in accordance with the frequency of payment selected. You may not assign the supplementary policy or payments without our consent.

INCOME PROTECTION

Unless otherwise provided in the selection, a payee does not have the right to commute, transfer or encumber amounts held or installments to become payable. To the extent provided by law, the proceeds, retained amounts and installments are not subject to any payee's debts, policies or engagements.

DEATH OF PRIMARY PAYEE

On the primary payee's death, we will continue any payments certain under Settlement Option I or II, interest payments under Settlement Option III, or payments under Settlement Option IV to the contingent payee, or release any amounts in one lump sum, if permitted by your policy. The final payee will be the estate of the last to die of the primary payee and any contingent payee.

PAYMENTS OTHER THAN MONTHLY

The tables that follow show monthly installments for Settlement Options I and II. To arrive at annual, semi-annual or quarterly payments, multiply the appropriate figures by 11.813, 5.957 or 2.991 respectively. We will provide factors for other periods, or for other options provided by mutual agreement, on reasonable request.

SETTLEMENT OPTION TABLES

SETTLEMENT OPTION TABLE I
(Per \$1,000.00 of proceeds)

No. of Years Payable	Monthly Installments	No. of Years Payable	Monthly Installments
5	\$17.28	18	\$5.27
6	\$14.51	19	\$5.03
7	\$12.53	20	\$4.81
8	\$11.04	21	\$4.62
9	\$9.89	22	\$4.44
10	\$8.96	23	\$4.28
11	\$8.21	24	\$4.13
12	\$7.58	25	\$3.99
13	\$7.05	26	\$3.86
14	\$6.59	27	\$3.75
15	\$6.20	28	\$3.64
16	\$5.85	29	\$3.54
17	\$5.55	30	\$3.44

We base these monthly income factors on an interest rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II

Female

(Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment				Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain	Life With 20 Years Certain		Female	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain
15	1.92	1.92	1.92	1.92	41	2.57	2.56	2.56	2.55
16	1.94	1.94	1.94	1.94	42	2.61	2.60	2.60	2.59
17	1.95	1.95	1.95	1.95	43	2.65	2.64	2.64	2.63
18	1.97	1.97	1.97	1.97	44	2.69	2.69	2.68	2.67
19	1.99	1.99	1.99	1.99	45	2.74	2.73	2.73	2.71
20	2.01	2.01	2.01	2.00	46	2.79	2.78	2.77	2.76
21	2.02	2.02	2.02	2.02	47	2.84	2.83	2.82	2.80
22	2.04	2.04	2.04	2.04	48	2.89	2.88	2.87	2.85
23	2.06	2.06	2.06	2.06	49	2.94	2.94	2.92	2.90
24	2.08	2.08	2.08	2.08	50	3.00	2.99	2.98	2.95
25	2.10	2.10	2.10	2.10	51	3.06	3.05	3.03	3.00
26	2.13	2.12	2.12	2.12	52	3.12	3.11	3.09	3.06
27	2.15	2.15	2.15	2.14	53	3.19	3.18	3.16	3.12
28	2.17	2.17	2.17	2.17	54	3.26	3.25	3.22	3.18
29	2.19	2.19	2.19	2.19	55	3.33	3.32	3.29	3.24
30	2.22	2.22	2.22	2.21	56	3.41	3.39	3.36	3.30
31	2.25	2.24	2.24	2.24	57	3.49	3.47	3.43	3.37
32	2.27	2.27	2.27	2.27	58	3.58	3.56	3.51	3.44
33	2.30	2.30	2.30	2.29	59	3.67	3.65	3.59	3.51
34	2.33	2.33	2.32	2.32	60	3.77	3.74	3.68	3.58
35	2.36	2.36	2.35	2.35	61	3.87	3.84	3.77	3.66
36	2.39	2.39	2.39	2.38	62	3.98	3.94	3.86	3.73
37	2.42	2.42	2.42	2.41	63	4.10	4.05	3.96	3.81
38	2.46	2.45	2.45	2.44	64	4.22	4.16	4.06	3.88
39	2.49	2.49	2.49	2.48	65	4.35	4.29	4.16	3.96
40	2.53	2.53	2.52	2.51	66	4.49	4.42	4.27	4.04

We will furnish rates for ages not shown on request.

We base these monthly income factors on the 2000 Individual Annuitant Mortality Table and interest at the rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II
Female (Continued)
 (Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain	Life With 20 Years Certain
67	4.64	4.55	4.38	4.11
68	4.80	4.69	4.49	4.19
69	4.97	4.85	4.61	4.26
70	5.15	5.00	4.73	4.33
71	5.35	5.17	4.85	4.39
72	5.56	5.35	4.97	4.45
73	5.78	5.53	5.09	4.51
74	6.03	5.72	5.20	4.56
75	6.28	5.92	5.31	4.60
76	6.56	6.12	5.42	4.64
77	6.85	6.32	5.52	4.68
78	7.17	6.53	5.62	4.70
79	7.50	6.74	5.70	4.73
80	7.86	6.95	5.78	4.75
81	8.23	7.15	5.85	4.76
82	8.63	7.35	5.91	4.78
83	9.04	7.54	5.97	4.79
84	9.47	7.71	6.01	4.80
85	9.91	7.88	6.05	4.80
86	10.36	8.03	6.08	4.81
87	10.82	8.17	6.11	4.81
88	11.28	8.29	6.13	4.81
89	11.73	8.40	6.15	4.81
90	12.17	8.50	6.16	4.81

We will furnish rates for ages not shown on request.

We base these monthly income factors on the 2000 Individual Annuitant Mortality Table and interest at the rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II

Male

(Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment				Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain	Life With 20 Years Certain		Male	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain
15	1.99	1.99	1.99	1.99	41	2.73	2.73	2.72	2.70
16	2.01	2.01	2.01	2.01	42	2.78	2.78	2.76	2.74
17	2.03	2.03	2.03	2.03	43	2.83	2.82	2.81	2.79
18	2.05	2.05	2.05	2.04	44	2.88	2.87	2.86	2.83
19	2.07	2.07	2.07	2.06	45	2.94	2.93	2.91	2.88
20	2.09	2.09	2.09	2.08	46	2.99	2.98	2.96	2.93
21	2.11	2.11	2.11	2.10	47	3.05	3.04	3.02	2.98
22	2.13	2.13	2.13	2.12	48	3.11	3.10	3.07	3.03
23	2.15	2.15	2.15	2.15	49	3.18	3.16	3.13	3.09
24	2.17	2.17	2.17	2.17	50	3.24	3.22	3.19	3.14
25	2.20	2.20	2.19	2.19	51	3.31	3.29	3.26	3.20
26	2.22	2.22	2.22	2.22	52	3.39	3.36	3.32	3.26
27	2.25	2.25	2.24	2.24	53	3.47	3.44	3.39	3.32
28	2.27	2.27	2.27	2.27	54	3.55	3.52	3.47	3.39
29	2.30	2.30	2.30	2.29	55	3.63	3.60	3.54	3.45
30	2.33	2.33	2.33	2.32	56	3.73	3.68	3.62	3.52
31	2.36	2.36	2.35	2.35	57	3.82	3.77	3.70	3.58
32	2.39	2.39	2.38	2.38	58	3.92	3.87	3.79	3.65
33	2.42	2.42	2.42	2.41	59	4.03	3.97	3.87	3.72
34	2.46	2.45	2.45	2.44	60	4.15	4.08	3.97	3.79
35	2.49	2.49	2.48	2.47	61	4.27	4.19	4.06	3.86
36	2.53	2.52	2.52	2.51	62	4.40	4.30	4.16	3.93
37	2.56	2.56	2.56	2.54	63	4.54	4.43	4.26	4.01
38	2.60	2.60	2.59	2.58	64	4.69	4.56	4.36	4.07
39	2.65	2.64	2.63	2.62	65	4.85	4.69	4.46	4.14
40	2.69	2.68	2.68	2.66					

We will furnish rates for ages not shown on request.

We base these monthly income factors on the 2000 Individual Annuitant Mortality Table and interest at the rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II
Male (Continued)
 (Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain	Life With 20 Years Certain
66	4.98	4.83	4.57	4.21
67	5.15	4.98	4.68	4.27
68	5.34	5.13	4.78	4.33
69	5.53	5.29	4.89	4.39
70	5.74	5.45	5.00	4.45
71	5.95	5.62	5.10	4.50
72	6.18	5.80	5.21	4.54
73	6.42	5.97	5.31	4.58
74	6.68	6.15	5.40	4.62
75	6.95	6.33	5.49	4.66
76	7.23	6.52	5.58	4.68
77	7.53	6.70	5.66	4.71
78	7.85	6.88	5.73	4.73
79	8.17	7.06	5.80	4.75
80	8.52	7.24	5.86	4.76
81	8.87	7.41	5.92	4.78
82	9.24	7.57	5.97	4.79
83	9.62	7.73	6.01	4.80
84	10.01	7.88	6.05	4.80
85	10.41	8.02	6.08	4.81
86	10.81	8.14	6.10	4.81
87	11.22	8.26	6.13	4.81
88	11.63	8.37	6.14	4.81
89	12.04	8.47	6.16	4.81
90	12.45	8.55	6.17	4.81

We will furnish rates for ages not shown on request.

We base these monthly income factors on the 2000 Individual Annuitant Mortality Table and interest at the rate of 1.50% per year.

**YOUR POLICY IS A LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE
INSURANCE POLICY**

The Death Benefit Proceeds are payable on the Second Death. However, you should give us notice of the First Death at the time it occurs.

Flexible premiums are payable by you during the lifetime of either Insured until Attained Age 121 of the Younger Insured.

This policy is nonparticipating and is not eligible for dividends.

This policy has surrender charges.

There is no maturity date.

To obtain information or make a complaint, contact Security Life of Denver Insurance Company

ING Customer Service Center

P. O. Box 5065

Minot, ND 58702-5065

Toll Free Number: 1 (877) 253-5050

**SECURITY LIFE OF DENVER INSURANCE COMPANY
A STOCK COMPANY**

ESTATE PRESERVATION RIDER

This Rider is made a part of the Policy to which it is attached (the "Policy"). Unless changed by this Rider, all the provisions, exclusions and limitations of the Policy remain the same and apply to this Rider. This Rider is effective as of the Policy Date. This Rider has no cash or loan value.

DEFINITIONS

The terms not defined herein shall have the same meaning as in the Policy.

THE TERM DEATH BENEFIT. Subject to this Rider's terms, we will pay the Term Death Benefit in force on the date of the Second Death in addition to the Base Death Benefit. This benefit is payable to the beneficiary.

The amount of Term Death Benefit is the benefit amount shown on the Policy's Additional Benefits and Riders Schedule.

Under no circumstances will the Term Death Benefit provided by this Rider be applicable if you exercise your option to split your policy as provided in the Policy Split section of the Policy.

COST OF INSURANCE. The cost of insurance for this Rider is determined on a monthly basis. The cost is added to the Policy's Monthly Deduction from the Account Value as of each Monthly Processing Date until this Rider terminates. The cost of insurance rates will be determined by us from time to time and may differ from the cost of insurance rates applicable to the base Policy. The cost of insurance rates will be based on the gender, Age and risk classes of the two Insureds as of the Policy Date and the duration since this Rider has been in force. The cost of insurance for this Rider is calculated as the monthly cost of insurance rate for this Rider multiplied by the Term Death Benefit (in thousands) for this Rider. The monthly guaranteed maximum cost of insurance rates per \$1,000.00 of the Term Death Benefit under this Rider are shown in the Policy's Estate Preservation Rider Table of Guaranteed Rates Schedule.

MONTHLY ADMINISTRATIVE CHARGE. On each Monthly Processing Date this Rider is in effect, we add this Rider's monthly administrative charge to the Policy's Monthly Deduction. We calculate the monthly administrative charge for this Rider as the monthly administrative charge rate for this Rider multiplied by the Term Death Benefit (in thousands) for this Rider. These rates are shown in the Policy's Guaranteed Maximum Monthly Rider Charges Schedule.

ESTATE PRESERVATION RIDER LAPSE PROTECTION COST OF INSURANCE. We calculate the Estate Preservation Rider Lapse Protection Cost of Insurance for this Rider in the same way as the Cost of Insurance charge, except we use the Estate Preservation Rider Lapse Protection Cost of Insurance Rate per \$1,000.00 of Term Death Benefit shown in the Policy's Lapse Protection Provisions Schedule.

ESTATE PRESERVATION RIDER LAPSE PROTECTION MONTHLY ADMINISTRATIVE CHARGE. We calculate the Estate Preservation Rider Lapse Protection Monthly Administrative Charge for this Rider in the same way as the Monthly Administrative Charge, except we use the Estate Preservation Rider Lapse Protection Monthly Administrative Charge shown in the Policy's Lapse Protection Provisions Schedule.

INCONTESTABILITY. The incontestability provision of the Policy applies to this Rider from the date of issue of the Policy.

SUICIDE EXCLUSION. If the Policy terminates for suicide, this Rider will then terminate without value. Regardless of whether the Insured is sane or insane, if the Second Death results from suicide within two years of the date of issue of the Policy, we will terminate this Rider and make a limited payment to the beneficiary for this Rider. We will pay in one lump sum the amount of the cost of insurance for this Rider which was deducted from the Policy.

MISSTATEMENT OF AGE OR GENDER. If either Insured's Age or gender has been misstated, the Term Death Benefit will be adjusted. Notwithstanding the Incontestability provision above, the adjusted death benefit will be equal to the Term Death Benefit that would have been purchased at each Insured's correct Age and gender.

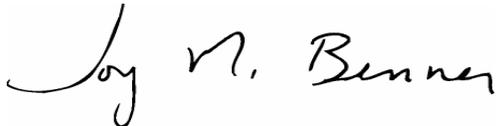
TERMINATION. This Rider will terminate on the earliest of:

- a. The fourth Policy anniversary;
- b. The date of the Second Death;
- c. The date the Policy is surrendered or terminated; or
- d. The Monthly Processing Date immediately following the date your written request to cancel this Rider is received by us.

REINSTATEMENT. If the Policy is reinstated and this Rider was in effect when the Policy terminated, this Rider will also be reinstated as if the Policy had never terminated.

Signed for Security Life of Denver Insurance Company by:

[]
Donald W. Britton
President

[]
Joy M. Benner
Secretary

SECURITY LIFE OF DENVER INSURANCE COMPANY

**[Home Office:
Denver, CO 80203]**

**[ING Customer Service Center:
P.O. Box 5065
Minot, ND 58702-5065
Toll Free Number: 1 (877) 253-5050]**

SERFF Tracking Number: *INGD-126800660* State: *Arkansas*
 Filing Company: *Security Life of Denver Insurance Company* State Tracking Number: *47449*
 Company Tracking Number: *1184*
 TOI: *L09I Individual Life - Flexible Premium* Sub-TOI: *L09I.002 Joint (Last Survivor)*
Adjustable Life
 Product Name: *1184 SUL-GDB*
 Project Name/Number: *1184 SUL-GDB/1184 SUL-GDB*

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Certification Reg 19 and 49.pdf
 AR E-1208 Notice.Rev.pdf
 AR E-1299 Guaranty Assoc.Rev 1-04.pdf
 Flesch Readability Certification.pdf
 AR Certificate of Compliance Reg and Rule 34 1184 0211.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Attachment:

153793_05292009_StateFiled.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

ING SUL-GDB 2011 Statement of Variability 1184 OR 0211 rev....pdf

**ARKANSAS
CERTIFICATION**

RE: 1184-02/11 Last Survivor Flexible Premium Adjustable Universal Life Insurance Policy, et al.

As an officer of Security Life of Denver Insurance Company, I certify that this submission meet the provisions of Regulation 19 (unfair sex discrimination in the sale of life insurance), Regulation 49 (guaranty association notice) and all applicable requirements of the Arkansas Insurance Department.

SECURITY LIFE OF DENVER INSURANCE COMPANY

By: 

Terry Stumpf, Assistant Secretary

Date: 11/15/2010

**SECURITY LIFE OF DENVER INSURANCE COMPANY
Denver, Colorado**

Arkansas Act 197 of 1987

**Customer Service Center
P.O. Box 5065
Minot, ND 58702-5065
1-877-253-5050**

Name of Agent _____

Address _____

Telephone Number _____

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

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
Telephone (800) 852-5494

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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

**SECURITY LIFE OF DENVER INSURANCE COMPANY
Denver, Colorado**

FLESCH READABILITY CERTIFICATE

I certify that the Certificate form included in this submission has been printed in not less than ten point type.

The style, arrangement and overall appearance of the form gives no undue prominence to any portion of the text of the form.

The section titles are captioned in bold face type. The layout and spacing of the form separate the paragraphs from each other and from the border of the paper.

Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in this form.

Flesch Scale Reading Ease Score

I have supervised the computation of the Flesch scale reading ease score of this form, using the complete text of the form except for headings, indexes and tabular material, and the scores are listed below.

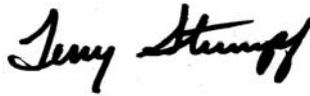
Form Number

Flesch Reading Ease Scores

1184-02/11
R1381-02/11

50.0
51.1

Signed



Terry Stumpf
Assistant Secretary

Date:

November 15, 2010

**STATE OF ARKANSAS
CERTIFICATE OF COMPLIANCE**

I hereby certify that for life insurance policy form number:

1184-02/11 – Last Survivor Flexible Premium Adjustable Universal
Life Insurance Policy

1. The reserves under this policy shall be at least equal to the reserves provided under the minimum valuation standard set forth under Section 6 of Arkansas Insurance Department Regulation 34.
2. When calculating the reserves under the minimum reserves method in Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.
3. The minimum cash surrender values under this policy and the minimum paid-up nonforfeiture benefits shall be determined in accordance with the terms of Section 7 of Regulation 34 pertaining to fixed premium universal life insurance policies.

Security Life of Denver Insurance Company

Lauren E Berry

By: _____

Lauren Berry, FSA, MAAA
Actuary

Date: October 27, 2010

INDIVIDUAL LIFE INSURANCE APPLICATION

ReliaStar Life Insurance Company, 20 Washington Avenue South, Minneapolis, MN 55401

Security Life of Denver Insurance Company, 1290 Broadway, Denver, CO 80203

A member of the ING family of companies ("the Company")

PART I - A. PRODUCT INFORMATION

1. Product Requested 2. Product Type: General Account Variable Account

If applying for a variable life insurance policy, the proposed owner must receive a current prospectus and complete the Fund Allocation of Premium Payments form. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS AND THE CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE SEPARATE ACCOUNTS. AN ILLUSTRATION OF BENEFITS, INCLUDING DEATH BENEFITS, POLICY VALUES AND CASH VALUES, IS AVAILABLE UPON REQUEST.

3. Base Coverage: \$ (Not including Term Riders - See Section B for Adjustable Term Insurance Rider.)

4. Death Benefit Option: (If no option is selected, option will default to A.)

- A or 1 - Level B or 2 - Increasing or Variable
C or 3 - Face Amount + Premium D or 4 - Face Amount + Premium + Interest %

5. Death Benefit Qualification Test: (If no option is selected, option will default to Guideline Premium Test.)

- Guideline Premium Test Cash Value Accumulation Test

6. Is the insurance employer-sponsored? Yes No

7. List all applications that are concurrently being submitted to ING for the Insured's family members and/or business partners.

Company Name Amount \$

Company Name Amount \$

If the policy will be owned by a "Funded ERISA Plan", complete question 8, specify the plan and trust type and provide the other information requested.

8. Is the insurance for a tax-qualified, pension, profit sharing or defined contribution ERISA plan, or a VEBA or welfare benefit arrangement? Yes No

Plan Provider Name

Tax-qualified plan (specify profit sharing, defined benefit, or defined contribution)

Section 419/419A(f)(6) welfare benefit or VEBA plan Other (specify type and name of plan)

PART I - B. RIDER INFORMATION (Check appropriate box and enter amounts. Automatic riders are not listed below. NOT ALL RIDERS ARE AVAILABLE WITH ALL PRODUCTS OR IN ALL STATES.)

Signed illustration is required for permanent products.

- Accidental Death Benefit Rider \$
Additional Insured Rider (Complete Part I - D.) \$
Adjustable Term Insurance Rider (Specify Target Death Benefit) \$
Children's Insurance Rider (Complete Children's Insurance Rider Application.)
Guaranteed Death Benefit Rider (An option below must be selected.)
Lifetime 20-Year To age 65 or 20 years, if later
Guaranteed Minimum Accumulation Benefit Rider

- Waiver of Cost of Insurance Rider
Waiver of Monthly Deduction Rider
Waiver of Premium (Term only)
Waiver of Specified Premium Total Disability Rider (Specify monthly premium - illustration required) \$
Waiver of Surrender Charge Rider
Other
Other
Other

PART I - C. PROPOSED PRIMARY INSURED INFORMATION

1. First Name MI Last Name

2. Birth Date SSN Birth State/Country Gender: M F

3. Residence Address (PO Boxes are not permitted.)

City State ZIP

4. Daytime Phone Evening Phone

5. Best Time to Call E-mail

6. Are you a U.S. Citizen? (If "No", complete the Foreign Travel and Residence Questionnaire.) Yes No

7. Occupation/Duties

8. Employer Phone

PART I - C. PROPOSED PRIMARY INSURED INFORMATION (CONTINUED)

- 9. Employer Address _____
- 10. Do you currently use or have you ever used tobacco or nicotine products in any form? (e.g., cigarettes, cigars, pipes, chewing tobacco, nicotine gum, or nicotine patches) Yes No
If "Yes", indicate Type _____ Amount & Frequency _____ Month/Year Last Used _____
- 11. Driver's License Number _____ 12. Driver's License State _____
(If you do not have a driver's license, then provide government photo ID #, issuer and expiration date.)
- 13. Name on Driver's License (if different than above) _____

PART I - D. PROPOSED OTHER INSURED INFORMATION

- 1. First Name _____ MI _____ Last Name _____
- 2. Birth Date _____ SSN _____ Birth State/Country _____ Gender: M F
- 3. Residence Address (PO Boxes are not permitted.) _____
City _____ State _____ ZIP _____
- 4. Daytime Phone (_____) _____ Evening Phone (_____) _____
- 5. Best Time to Call _____ E-mail _____
- 6. Are you a U.S. Citizen? (If "No", complete the Foreign Travel and Residence Questionnaire.) Yes No
- 7. Occupation/Duties _____
- 8. Employer _____ Phone (_____) _____
- 9. Employer Address _____
- 10. Do you currently use or have you ever used tobacco or nicotine products in any form? (e.g., cigarettes, cigars, pipes, chewing tobacco, nicotine gum, or nicotine patches) Yes No
If "Yes", indicate Type _____ Amount & Frequency _____ Month/Year Last Used _____
- 11. Driver's License Number _____ 12. Driver's License State _____
(If you do not have a driver's license, then provide government photo ID #, issuer and expiration date.)
- 13. Name on Driver's License (if different than above) _____

PART I - E. PROPOSED OWNER/TRUST/CORPORATION INFORMATION (If Proposed Owner is a Trust or Corporation, provide first and last pages of the Trust document, including signatures. The Trust must be established prior to the application date.)

- 1. Full Name of Owner/Trust/Corporation (30 character limit) _____
- 2. Owner Relationship to Proposed Primary Insured _____
- 3. Owner Birth Date _____ Owner Phone (_____) _____ Owner SSN/TIN _____
- 4. Owner Address (PO Boxes are not permitted.) _____
City _____ State _____ ZIP _____
- 5. Corporation Contact Name _____
- 6. Address of Trust/Corporation _____
- 7. Billing Address _____
- 8. Type of Government Issued ID (Driver's License/Passport) _____ Document Number _____
Issuing State or Country _____ Issuance Date _____ Expiration Date _____
- 9. Trust Contact Name _____ TIN _____ Trust Date _____
- 10. Purpose of the Trust _____ Type of Trust: Revocable Irrevocable
- 11. State of Incorporation _____ Trustee/Corporate Officer Name _____
- 12. Does the above trustee have sole authority to act on behalf of the Trust? Yes No
(If "No", list the names & addresses of all trustees on a separate page, and obtain signatures from all trustees on the application.)

PART I - F. BENEFICIARY INFORMATION

Unless otherwise stated, the beneficiary designation is revocable and beneficiaries of like class shall share rights of survivorship equally. If Trust or Corporation, provide name and date of trust agreement and state of incorporation. Percentages must total 100%, using whole percentages only. If additional space is needed, use Section Q.

1. Is the Beneficiary a Trust? Yes No

2. Trust Name _____ Trust Date _____ State of Incorporation _____

	Name (First, MI, Last)	Birth Date	Gender	SSN	Relationship	%	Beneficiary Type
Proposed Primary Insured			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
Proposed Other Insured			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
			<input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Primary <input type="checkbox"/> Contingent

PART I - G. PERSONAL HISTORY (Questions 1-7 must be completed for all Proposed Insureds.)

- | | | |
|--|--|--|
| | Proposed Insured | Proposed Other Insured |
| 1. Are you, or do you intend to become a member of the armed forces, including the Reserves, or on alert?
(If "Yes", complete Military Questionnaire.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Do you intend to travel or reside outside the United States or Canada in the next two years? (If "Yes", complete the Foreign Travel and Residence Questionnaire.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Have you in the last five years made or do you anticipate in the next two years making flights in an aircraft OTHER than as a passenger on a scheduled airline? (If "Yes", complete the Aviation Questionnaire.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Do you participate in hang-gliding, soaring, sky-diving, ballooning, skin or scuba diving, mountain climbing, competitive skiing, rodeos, or any other hazardous sports or activities?
(If "Yes", complete the appropriate questionnaire.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Do you race, test or stunt drive automobiles, motorcycles, motor boats, or jet powered vehicles, or do you use or race snowmobiles, dirt bikes, dune buggies, etc.? (If "Yes", complete Avocations and Professional Sports Questionnaire.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Except for traffic violations, have you been convicted in a criminal proceeding or been the subject of a pending criminal proceeding? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. Have you in the last five years had any motor vehicle accidents, alcohol or drug related convictions, or other moving violations while operating a motor vehicle? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For any "Yes" answer to questions 6-7, please record information in the chart below.

Question	Proposed Insured/Proposed Other Insured	Explanation

PART I - H. PAYMENT INFORMATION

- 1. Initial Payment: Check Cash on Delivery 1035 Exchange ING Internal or Affiliated Exchange/Surrender
2. Initial Payment Amount \$ _____ Planned/Scheduled/Modal Payment \$ _____
3. Frequency of Subsequent Payments: Annually Semi-Annually Quarterly Monthly1
 Military Allotment2 (Active or retired military members must complete the Military Allotment form and return it to the military finance department.)
 Civil Service Allotment (The Federal Civil Service Application Checklist, Bank Allotment Authority, and Employer 1199 for Direct Deposit forms must be completed.)

1 Available with electronic funds transfer.
2 Two monthly premium payments are required before the policy becomes active.

PART I - I. LIST BILL INFORMATION - EMPLOYER-SPONSORED PLANS ONLY (For a new List Bill Plan, please contact the List Bill Department at 877-886-5050.)

- 1. List Bill/File Code # (if plan already exists) _____
2. Employer Plan Name (if plan already exists) _____ 3. Phone _____
4. Address _____
City _____ State _____ ZIP _____

PART I - J. POLICY BACKDATING INFORMATION

You may choose to backdate your policy up to six months (depending on state requirements). Backdating your policy may benefit you if you will become a year older within six months of the date your policy is issued. If you backdate your policy we will calculate the premium for your policy based on your "backdated" age. This could save you money in the future by allowing you to receive a lower premium. You would be required to pay the accumulated premium for the length of time that the policy is backdated. For instance, if you apply for a policy on August 1 and backdate the policy to June 1, you will be responsible for premium from June 1. This amount will be part of your initial premium payment only. Please consult your agent to determine the availability of backdating in your state and whether it is appropriate for your circumstances.

Would you like to backdate your policy? Yes (If "Yes", review the policy backdating notice below.)

POLICY BACKDATING NOTICE: As a policyholder, you have elected to backdate your policy, which enables you to gain benefits of lower age for the purposes of calculating cost of insurance charges on your policy.

If you choose to pay your premiums by automatic bank draft, your account will be drafted for each month that your policy is backdated unless this amount was already included in the initial premium payment. You are encouraged to obtain overdraft protection from your bank to avoid any unhonored withdrawals and associated fees.

I understand, on backdated policies, that the accrued cost of insurance charges deducted from the initial premium results in the values within the policy being lower than those illustrated. **I also understand that if I choose to pay premiums by automatic bank draft, my bank account will be drafted to "catch up" my policy premiums for each month that my policy is backdated.**

PART I - K. FINANCIAL DETAILS

- 1. Will the applicant accept this policy if it is a "Modified Endowment Contract" at issue? Yes No
2. Is the policy in accordance with your insurance objectives and your anticipated financial needs? Yes No
3. Do you believe you have the financial ability to continue making premium payments on this policy? Yes No
4. Have you or your company ever declared bankruptcy? (If "Yes", provide details including date discharged.) Yes No

5. Personal Insurance (For Personal Insurance complete questions 5-7; for Business Insurance complete questions 8-11.)

- Estate Liquidity Family Protection Tax Planning Retirement Planning Cash Accumulation
 Other _____

Table with 3 columns: 6., Annual Earned Income, Annual Interest and Other Income. Rows: Proposed Primary Insured, Proposed Other Insured.

7. Total Assets \$ _____ Total Liabilities \$ _____ Total Net Worth \$ _____

PART I - K. FINANCIAL DETAILS (CONTINUED)

8. Business Insurance: Buy/Sell Key Person Other _____

9. Total Business Assets \$ _____ Total Business Liabilities \$ _____ Total Business Net Worth \$ _____

10. Business Net Profit After Taxes for Past Two Years: Last Year \$ _____ Previous Year \$ _____

11. Owner Name	Title	Amount of Business Coverage in force	Percentage of Ownership	Active in Business?
		\$ _____	_____ %	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	_____ %	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART I - L. IN FORCE/REPLACEMENT INFORMATION (Questions 1-3 must be completed for each Proposed Insured/Other Insured/Owner.)

1. Do you currently have life insurance in force or applied for? (If "Yes", provide details below. Complete state required replacement form for Model Replacement Regulation States ONLY.)

	Proposed Insured	Proposed Other Insured	Proposed Owner
	Yes No	Yes No	Yes No
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

Insured Name	Insurance Company (Do not include group policies.)	Policy Number	Amount	Date Issued

2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? (If "Yes", complete state required replacement form and provide details below.)

	Proposed Insured	Proposed Other Insured	Proposed Owner
	Yes No	Yes No	Yes No
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

3. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? (If "Yes", complete state required replacement form and provide details below.)

	Proposed Insured	Proposed Other Insured	Proposed Owner
	Yes No	Yes No	Yes No
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

4. For any "Yes" answer to questions 2-3, provide details regarding the policies being replaced in the chart below.

Insured Name	Insurance Company	Policy Number	Amount

5. Is this insurance intended to be a tax free or 1035 Exchange? (1035 not available on term insurance). Yes No

6. If "Yes", will a policy loan be carried over? Yes No

PART I - M. MEDICAL TRANSFER STATEMENT (Complete when submitting medical examinations of another insurance company.)

1. Insurance Company Name _____ 2. Examination Date _____

	Proposed Insured	Proposed Other Insured
	Yes No	Yes No
3. To the best of your knowledge and belief, are the statements in the examination true and complete today?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
4. Have you consulted a medical doctor or other practitioner since the examination indicated in question 1 above? (If "Yes", complete Part II - Medical Declarations.)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

PART I - N. SUITABILITY/NEEDS ANALYSIS - VARIABLE PRODUCTS ONLY (Completed by the Proposed Owner. Failing to provide this information will result in a delay in the issuing of new business.)

1. Have you received a current prospectus including supplements for the variable life insurance policy? Yes No
Provide date of policy prospectus/supplement _____
2. Do you understand that:
- a. The amount or duration of the policy death benefit may vary under specified conditions; **Policy values may increase or decrease with the investment experience of the variable investment options; Policy values may also increase with the interest credited in the Guaranteed Interest Division and/or the Indexed Credit Strategy, if applicable; The amount payable is not guaranteed, but is dependent on the account value and amounts owed under the policy?** Yes No
 - b. The fluctuation in values under the policy means that scheduled premium payments may not be sufficient to keep the policy in force in the event of market declines? Yes No
 - c. Personalized illustrations are based on hypothetical rates of return which may not be indicative of future investment experience of the variable investment options or of actual interest credited in the general account option(s)? Yes No

PART I - O. TELEPHONE PRIVILEGES - INDEXED AND VARIABLE PRODUCTS ONLY

I understand that I may indicate below whether to allow telephone privileges to be provided to me and/or my agent/registered representative and his/her assistant. Telephone privileges allow an authorized person to call the Company to make certain elections and request certain transactions. The Company may use procedures to ensure instructions received by telephone are genuine, such as requiring forms of personal identification and tape recording phone calls. By accepting telephone privileges, I authorize the Company to record my telephone calls to the Company. The Company and its distributor will not be liable for any loss, damage, costs or expenses incurred in acting on telephone instructions reasonably believed to be genuine.

I understand that if I do not want to authorize telephone privileges, I should not check either of the two boxes below. I also understand that once granted, such privileges will be revoked by upon receipt by the Company of signed, written instructions to terminate telephone privileges.

- I want telephone privileges.
- I want telephone privileges granted to my agent/registered representative and his/her assistant.

PART I - P. REPLACEMENT VERIFICATION (For Agent use ONLY)

1. To the best of your knowledge and belief, will any existing life or annuity coverage be replaced, lapsed, surrendered, or borrowed against? (If "Yes", submit state required replacement forms.) Yes No
- a. Is the applicant considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating their existing policy or contract? (If "Yes", complete state required replacement form and provide details below.) Yes No
 - b. Is the applicant considering using funds from their existing policies or contracts to pay premiums due on the new policy or contract? (If "Yes", complete state required replacement form.) Yes No
- Company _____ Policy Number _____ Amount \$ _____

PART I - Q. NOTES

Use this space to provide any additional details to questions answered throughout the application. Please understand that if you provide the Company with information on this page it will be considered part of your Individual Life Insurance Application.

Section	Question	Details

PART I - R. ING'S POLICY ON STRANGER-OWNED OR STRANGER-ORIGINATED LIFE INSURANCE (STOLI)

As established leaders in the financial services industry, the Company along with other ING Life Companies strongly opposes arrangements designed to obtain life insurance for the benefit of a third party that lacks an insurable interest in the insured. We believe this position supports the best interests of our policy owners, as these stranger-owned or stranger-originated life insurance transactions ("STOLI") will lead to higher costs for consumers and undermine the concept of insurable interest, a core element of the life insurance business.

To help prevent STOLI and protect our policy owners, we require that all parties confirm they have read and will abide by the Company's policy on STOLI arrangements. The Company will seek to rescind or cancel the insurance coverage of any contract where material misrepresentation occurred regarding the facts presented to the Company for underwriting the application. Attempts to defraud the Company may result in additional legal action.

Company appointed producers are prohibited from selling any Company life insurance product and an applicant may not purchase a product in the following circumstances:

- If, at the time of sale, a plan exists to directly or indirectly sell, assign, settle or otherwise transfer the policy (or the rights to its death benefits), or an ownership or beneficial interest in an entity that will own the policy, to a life settlement company or other third party;
- If, in connection with the sale, the policy owner and/or insured is offered any consideration or inducement, including, but not limited to, cash payments, "free" or "no cost" insurance;

- Using a sales concept, design, marketing plan, marketing material or other program (including, but not limited to, any nontraditional premium finance program, such as "non-recourse" lending) that has not been made available by the Company; or
- Where the producer and/or applicant knows, or has reason to know that the true source of funds (e.g., premium financing, third party funding) for premium payments of a policy have not been disclosed to the Company.

Company appointed producers are also prohibited from providing, or aiding and abetting the provision of, fraudulent or misleading answers to application or inspection questions, including, but not limited to, questions on the Agent Report section.

Participation in a Prohibited Practice May Result in Disciplinary Action to Producers.

Producers involved in any prohibited practice will be subject to contract and appointment termination, including termination for cause, which may include loss of all current and future commissions. The Company will also report cases of fraud and material misrepresentation to state fraud departments for investigation and potential regulatory action.

By my signature in Section S on this application, I affirmatively represent that I have read the Company's policy on STOLI arrangements set forth above, that I have not engaged in any prohibited conduct described above in connection with this application, and that I will abide by the policy on STOLI arrangements.

PART I - S. AUTHORIZATION AND ACKNOWLEDGEMENT

Verification. By signing this form, I acknowledge that I have read this application and I agree with the statements in this application and declare that all questions have been truthfully answered to the best of my knowledge and belief. The Company may seek to rescind the life insurance coverage if it determines that any question was not answered truthfully. This application consists of all pages of the Application, appendices, and supplemental questionnaires. It will be the basis for any life insurance coverage issued and no information will be considered to have been given by me to the Company or authorized by me unless it is stated herein. Unless otherwise stated in a Temporary Insurance Receipt, the Company will have no liability until all requirements are met, a policy is delivered to and accepted by me, and the first premium is received by the Company while the Proposed Insured is alive. If I have paid premium with this application, I have completed the Temporary Insurance Receipt, which is Appendix A of this application. The producer does not have the authority—unless permitted by law—to waive the answer to any question in the application, to accept risk or pass on insurability, to make or alter any contract, or to waive any of the Company's rights or requirements. No change in the amount, classification, age at issue, insurance plan, or benefits shown on this application will be effective unless both the Company and I agree in writing. I understand that by signing this application, I am applying for life insurance coverage issued by the Company.

Statements of Understanding. I understand that this authorization will be valid for 24 months from the date of signature on this application. I have the right to receive a copy of this authorization, and a photocopy will be as valid as the original. I give my permission to the Company and other insurance companies affiliated with the company to collect medical record information and consumer or investigative consumer reports about me for the purposes described in this application. I authorize any organization or medically related facility to release to the Company or its authorized representatives all requested information about me and any minor children who are to be insured. I give my permission to the Company to send any information obtained to MIB, Inc., reinsurers, the producer who solicited my application and his or her principals, employees or contractors who process transactions regarding insurance coverage for which I have applied.

I acknowledge receipt of the following disclosures and notices: Accelerated Benefit Rider and Critical Illness Disclosures, Notice Regarding Consumer Reports, Notice Regarding MIB, Inc., and Notice Regarding Collection of Information and Information Practices. I certify, under penalty of perjury, that my Social Security Number/tax identification number is shown and is correct and that I am not subject to back-up withholding.

PART I - S. AUTHORIZATION AND ACKNOWLEDGEMENT (Continued)

If an investigative consumer report is prepared, I request to be interviewed. Yes No

Daytime phone number: () .
Contact me between the hours of ___ a.m./p.m. and ___ a.m./p.m.

By signing below I acknowledge and agree that any policy issued in relation to this application (the "Policy") shall be subject to the following Governing Law and Jurisdiction provisions:

Governing Law. The Policy shall be governed in all respects, including validity, interpretation and effect, without regard to principles of conflicts of law, by the laws of the state in which it is delivered, which shall be deemed to be the state in which this Application is executed as shown below.

Jurisdiction. Any dispute, claim, demand, controversy, action or proceeding, however characterized, relating to, arising under, in connection with, or incident to the Policy or sale of the Policy ("Action or Proceeding") shall be filed and heard in the state or federal courts located in the state in which the Policy is delivered. The state and federal courts located in the state in which the Policy is delivered shall have jurisdiction over the parties to the Action or Proceeding.

All completed materials must be sent to the ING Customer Service Center at: 2000 21st Ave. NW, Minot, ND 58703

I understand and agree that any person who knowingly provides false, incomplete or misleading information to an insurance company for the purpose of defrauding or attempting to defraud the company commits a fraudulent insurance act, which is a crime, and may be subject to criminal and civil penalties and denial of insurance benefits. Penalties may include imprisonment and/or fines.

Proposed Owner Signed at (city/state) _____ Date _____

 Proposed Owner Signature (if other than the Insured) _____ Date _____

 Proposed Insured Signature _____ Date _____
(if other than the owner & age 15 or older)

 Proposed Other Insured Signature _____ Date _____

Proposed Owner/Trustee Name (please print) _____

 Parent or Guardian Signature _____
(if the Proposed Owner or the Proposed Primary Insured is a minor)

 Writing Agent/Registered Rep. Signature _____ Date _____

Writing Agent State Lic. Number _____ Writing Agent/Registered Rep. Number _____

Agent/Registered Rep. Name _____

Agent State Lic. Number _____ Agent/Registered Rep. Number _____

Agent/Registered Rep. Name _____

Agent State Lic. Number _____ Agent/Registered Rep. Number _____

SECURITY LIFE OF DENVER INSURANCE COMPANY

STATEMENT OF VARIABILITY

LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY
Policy Form Number 1184-OR-02/11

The Statement of Variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

This document will address the variability of the following factors found in the above-referenced policy form.

<u>FACTOR</u>	<u>RANGE OF FACTORS</u>
Company Officers' Names, Titles and Signatures	Shown in brackets because of changes in personnel for future issues. In the event of such change, any new name, title or signature utilized will be of an officer of the company.
Company Addresses and Phone Number	Shown in brackets in the event of changes in addresses or phone numbers for future issues.
Insured (1), Insured (2), Policy Date, Policy Number, Age/Gender, Scheduled Premium	All are policy specific.
Risk Class	May be "STANDARD NO TOBACCO", "STANDARD TOBACCO", "SUPER PREFERRED NO TOBACCO", "PREFERRED NO TOBACCO", "PREFERRED TOBACCO", "RATED NO TOBACCO", "RATED TOBACCO" or "UNINSURABLE." Risk class is determined by the results of underwriting and may be different for each insured. For a policy with an Uninsurable life, the other life cannot be uninsurable, cannot have a rating factor greater than 2.50, and must have an issue age younger than age 80.
Rating Factor	Policy specific. Any amount from 1.00 to 5.00. This language only prints if the insured has a table rating.
Flat Extra Amount (Per Month Per \$1000.00)	Policy specific. Any amount \$0.00 to \$83.33. This language only prints if the insured has a flat extra amount.
Minimum Death Benefit	\$100,000 - \$500,000. Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Stated Death Benefit	Any amount greater than or equal to the Minimum Death Benefit amount. Maximum amount subject to reinsurance.
Death Benefit Option	1 or 2 and is selected by the policy owner.
Monthly Processing Date	Any number from 1 to 31, based on Policy Date.
Definition of Life Insurance Test	"GUIDELINE PREMIUM TEST" or "CASH VALUE ACCUMULATION TEST" and is selected by the policy owner at issue.
Additional Benefits and Riders	Accelerated Benefit Rider – we have bracketed this so that we may issue the policy with or without this rider. This language only prints when the policy is issued with this benefit. Estate Preservation Rider - Additional rider information will only appear if coverage is selected by policy owner.

<u>FACTOR</u>	<u>RANGE OF FACTORS</u>
Estate Preservation Rider Term Death Benefit	Minimum amount of \$100,000. Maximum amount subject to reinsurance and cannot exceed 122% of the initial Stated Death Benefit. This is an optional benefit. This language only prints if the benefit is selected.
Maximum Surrender Charge Amount	\$0.00 – \$60.00 per \$1,000 of stated death benefit. Varies by issue age of the younger insured, risk class of each insured, duration and face amount.
Guaranteed Maximum Monthly Rider Charges	This page will only appear if rider coverage is selected by the policy owner. Accelerated Benefit Rider - no monthly charge. One-time transaction charge is shown in rider. This language only prints when the policy is issued with this benefit. Estate Preservation Rider - This language only prints when the policy owner selects this benefit.
Guaranteed Maximum Interest Rate Charged on Loans	3.00% - 6.00% per year Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Minimum Monthly Premium	Policy specific. Varies by issue age of each insured, gender of each insured, risk class of each insured, amount of Stated Death Benefit, rating factor of each insured, and flat extra amount of each insured. Once a policy is issued, this value may be recalculated only upon a change in Stated Death Benefit.
Lapse Protection Premium Charge	0% - 50%. Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Lapse Protection Monthly Policy Charge	\$0.00 - \$25.00. Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Lapse Protection Monthly Administrative Charge per \$1,000.00 of Stated Death Benefit	\$0.00 - \$1.00. Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Estate Preservation Rider Lapse Protection Cost of Insurance Rate per \$1,000.00 of Term Death Benefit	LPV COI rates for term coverage vary by issue age of each insured, gender of each insured, risk class of each insured, rating factor of each insured, flat extra amount of each insured, and duration. This table only prints if the Estate Preservation Rider is selected by the policy owner. Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Estate Preservation Rider Lapse Protection Monthly Administrative Charge	\$0.00 - \$1.00 per \$1,000 of term coverage. Will only appear if coverage is selected by the policy owner. Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Definition of Life Insurance Cash Value Accumulation Test Death Benefit Factors	Policy specific. Will only appear if “CASH VALUE ACCUMULATION TEST” is selected by the policy owner. Factors vary by issue age of each insured, gender of each insured, risk class of each insured, and duration. The attained ages shown will depend on the issue age of the younger insured and they will display through attained age 100 of the younger insured.
Guaranteed Maximum Cost of Insurance Rates per \$1,000 of Net Amount at Risk	COI rates for base coverage vary by issue age of each insured, gender of each insured, risk class of each insured, rating factor of each insured, flat extra amount of each insured, and duration. The number of policy years displayed will depend on the issue age of the younger insured. Rates will display through the policy year at which the younger insured reaches attained age 121.

<u>FACTOR</u>	<u>RANGE OF FACTORS</u>
Guaranteed Maximum Cost of Insurance Rates per \$1,000 of Estate Preservation Rider Term Death Benefit	COI rates for term coverage vary by issue age of each insured, gender of each insured, risk class of each insured, rating factor of each insured, flat extra amount of each insured, and duration. This table only prints if the Estate Preservation Rider is selected by the policy owner.
Table LPV 1 Cost of Insurance Rates per \$1,000.00 of Net Amount at Risk	LPV 1 COI rates for base coverage vary by issue age of each insured, gender of each insured, risk class of each insured, rating factor of each insured, flat extra amount of each insured, and duration. The attained ages shown will depend on the issue age of the younger insured and they will display through attained age 121 of the younger insured. Once a policy is issued, these rates will not change for the life of the policy. May change for future issues only. Please see explanation below.
Table LPV 2 Cost of Insurance Rates per \$1,000.00 of Net Amount at Risk	LPV 2 COI rates for base coverage vary by issue age of each insured, gender of each insured, risk class of each insured, rating factor of each insured, flat extra amount of each insured, and duration. The attained ages shown will depend on the issue age of the younger insured and they will display through attained age 121 of the younger insured. Once a policy is issued, these rates will not change for the life of the policy. May change for future issues only. Please see explanation below.
Lapse Protection Interest Rates	Vary by issue age of each insured, risk class of each insured and duration. The number of policy years displayed will depend on the issue age of the younger insured. Rates will display through the policy year at which the younger insured reaches attained age 121. Once a policy is issued, these rates will not change for the life of the policy. May change for future issues only. Please see explanation below.

The above-referenced Minimum Death Benefit, Guaranteed Maximum Interest Rate Charged on Loans, Lapse Protection Premium Charge, Lapse Protection Monthly Policy Charge, Lapse Protection Monthly Administrative Charge, Estate Preservation Rider Lapse Protection Cost of Insurance Rates, Estate Preservation Rider Lapse Protection Monthly Administrative Charge, Table LPV 1 Cost of Insurance Rates, Table LPV 2 Cost of Insurance Rates, and Lapse Protection Interest Rates are not eligible to be changed once a policy has been issued. Any change to these factors will be applied to new business policies only. As such, once a policy has been issued, no policy owner must assume the risk that this factor will be changed. Any new policy owner will be aware of the current level of these factors before policy issue.

Any changes to these rates will be for competitive purposes and in response to the effects of the changing economic environment, including but not limited to changes in interest rates, mortality, lapsation and reinsurance costs. Only one set of rates will be available at any one time for any of these factors. The factors established at the filing of this product have been set considering the same driving forces of competitive purpose and changing economic environment. The set of factors used for any policy issued will be the prevailing set of factors used at the time of policy issue.