

SERFF Tracking Number: *INGD-126869607* State: *Arkansas*
Filing Company: *Security Life of Denver Insurance Company* State Tracking Number: *47428*
Company Tracking Number: *157871*
TOI: *L09I Individual Life - Flexible Premium* Sub-TOI: *L09I.101 External Indexed - Single Life*
Adjustable Life
Product Name: *157871 Disclosure Supplement To Application*
Project Name/Number: *Disclosure Supplement To Application/*

Filing Description:

Insurance Commissioner
Department of Insurance
Compliance Life & Health
1200 West Third Street
Little Rock, Arkansas 72201-1904

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

Form Number:
157871 Disclosure Supplement To Application

Attention Policy Form Approval Division:

We submit the above referenced form for your review and approval. The form replaces form 155226 which was approved by your department on March 11, 2010. The form does 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), however Colorado is included as a member state in our Interstate Compact filing.

The information bracketed in the form is subject to change.

We have revised the Disclosure Supplement to Application by removing the reference to the parenthetical "(if other than the Insured)" from the signature line on page 4. No other changes have been made to the form.

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

1180-12/09 Flexible Premium Adjustable Universal Life Insurance Policy - 11/03/09

Unless otherwise informed, we reserve the right to alter the layout of the enclosed form, 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 form complies with the laws and regulations of your state.

SERFF Tracking Number: INGD-126869607 State: Arkansas
 Filing Company: Security Life of Denver Insurance Company State Tracking Number: 47428
 Company Tracking Number: 157871
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
 Adjustable Life
 Product Name: 157871 Disclosure Supplement To Application
 Project Name/Number: Disclosure Supplement To Application/

Sincerely,

Jackie Williams
 Senior Contract Analyst
 (800) 448-9839 Ext. 4604815
 (303) 813-4815 (fax)
 jackie.williams@us.ing.com

Company and Contact

Filing Contact Information

Jackie Williams, jackie.williams@us.ing.com
 1290 Broadway 303-894-4815 [Phone]
 Denver, CO 80218 303-813-4815 [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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 App x \$50 per App = \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Security Life of Denver Insurance Company	\$50.00	12/01/2010	42503594

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	12/03/2010	12/03/2010

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Form	Disclosure Supplement To Application		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	157871	Application/Disclosure Enrollment Supplement To Form Application	Initial		55.600	157871_1013 2010_StateFiled_Bracketed .pdf

ING INDEXED UNIVERSAL LIFE-GLOBAL DISCLOSURE SUPPLEMENT TO APPLICATION

Security Life of Denver Insurance Company
A member of the ING family of companies
("the Company")

ING Customer Service Center: 2000 21st Ave. NW, Minot, ND 58703



This product is a flexible premium, adjustable, universal life insurance policy with an indexed-linked crediting strategy, whose calculation is based on external indexes. This product and some features of this product may not be available in all states or may vary by state. This document contains a summary of important information and a description of certain key elements of the policy. Please consult the policy for a more detailed description, including definitions and restrictions. The capitalized terms used in this document are defined in the "Terms to Understand" section of the policy. Please refer to that section for further explanation about these terms.

Proposed Insured Name _____

Owner Name (if other than Proposed Insured) _____

Writing Agent Name _____

WHAT TYPE OF POLICY HAVE I APPLIED TO PURCHASE?

This is a flexible premium, adjustable, universal life insurance policy with an indexed-linked crediting strategy, whose calculation is based on external indexes. Flexible premium means you can reduce, skip or add payments, subject to certain limitations, until the Insured reaches age 121. Upon the Insured's death, the Death Benefit Proceeds are paid to named beneficiaries. The death benefit is not subject to an index crediting adjustment. Premium may be elected to one or both of two strategies, a Fixed Strategy and an Indexed Strategy. The policy is nonparticipating, so it is not eligible for dividends. **The policy is not a variable contract or any type of investment contract.**

WHAT IS THE DIFFERENCE BETWEEN THE FIXED STRATEGY AND THE INDEXED STRATEGY?

The Fixed Strategy offers a current credited interest rate declared by us that will be in effect for at least the first 12 months. At each policy anniversary we may change this rate, but it will never be less than the guaranteed minimum interest rate of [2%] per year.

The Indexed Strategy offers a guaranteed minimum interest rate of [1%] per year. It also offers an Index Credit that is based upon a portion of the increases, if any, in the [EURO STOXX 50®]¹, [Hang Seng Index]², and the [S&P 500®]³ indexes (subject to an Index Cap) over a [five year] index crediting period. While the policy values may be affected by external indexes, the policy is not an investment in the stock market and does not participate in any index fund, stock or equity investment. This product is not designed to be an investment vehicle. The policy is not a variable contract or any type of investment contract.

¹ **[EURO STOXX 50® Index** - An index of blue-chip stocks that are represented by 50 stocks covering the largest sector leaders in the EURO STOXX 50® index. It does not reflect dividends payable on the underlying stocks. STOXX Limited, Zurich, Switzerland and its licensors (the "Licensors") have no relationship to Security Life of Denver Insurance Company ("Security Life"), other than the licensing of the EURO STOXX 50® index and the related trademarks for use in connection with the ING Indexed Universal Life - Global ("ING IUL-Global") insurance policy. **STOXX and its Licensors do not:** (1) Sponsor, endorse, sell or promote the ING IUL-Global policy; (2) Recommend that any person invest in the ING IUL-Global policy or any securities; (3) Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the ING IUL-Global policy; (4) Have any responsibility or liability for the administration, management or marketing of the ING IUL-Global policy; or (5) Consider the needs of the ING IUL-Global policy or the owners of the ING IUL-Global policy in determining, composing or calculating the EURO STOXX 50® index or have any obligation to do so.

STOXX and its Licensors will not have any liability in connection with the EURO STOXX 50® index. Specifically, STOXX and its Licensors do not make any warranty, express or implied and disclaim any and all warranty about: (1) The results to be obtained by the ING IUL-Global policy, the owner of the ING IUL-Global policy or any other person in connection with the use of the EURO STOXX 50® index and the data included in the EURO STOXX 50® index; (2) The accuracy or completeness of the EURO STOXX 50® index and its data; or (3) The merchantability and the fitness for a particular purpose or use of the EURO STOXX 50® index and its data. STOXX and its Licensors will have no liability for any errors, omissions or interruptions in the EURO STOXX 50® index or its data. Under no circumstances will STOXX or its Licensors be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or its Licensors knows that they might occur. The licensing agreement between the Security Life and STOXX is solely for their benefit and not for the benefit of the owners of the ING IUL-Global policy or any other third parties.]

² [Hang Seng Index (Hang Seng) - An index of the largest and most liquid stocks listed on the Stock Exchange of Hong Kong. It does not reflect dividends payable on the underlying stocks. The Hang Seng Index (the "Index") is published and compiled by Hang Seng Indexes Company Limited pursuant to a license from Hang Seng Data Services Limited. The mark and name "Hang Seng Index" are proprietary to Hang Seng Data Services Limited. Hang Seng Indexes Company Limited and Hang Seng Data Services Limited have agreed to the use of, and reference to, the Index by Security Life of Denver Insurance Company ("Security Life") in connection with this indexed universal life insurance policy (the "Policy"), BUT NEITHER HANG SENG INDEXES COMPANY LIMITED NOR HANG SENG DATA SERVICES LIMITED WARRANTS OR REPRESENTS OR GUARANTEES TO ANY BROKER OR HOLDER OF THE POLICY OR ANY OTHER PERSON (i) THE ACCURACY OR COMPLETENESS OF THE INDEX AND ITS COMPUTATION OR ANY INFORMATION RELATED THERETO; OR (ii) THE FITNESS OR SUITABILITY FOR ANY PURPOSE OF THE INDEX OR ANY COMPONENT OR DATA COMPRISED IN IT; OR (iii) THE RESULTS WHICH MAY BE OBTAINED BY ANY PERSON FROM THE USE OF THE INDEX OR ANY COMPONENT OR DATA COMPRISED IN IT FOR ANY PURPOSE, AND NO WARRANTY OR REPRESENTATION OR GUARANTEE OF ANY KIND WHATSOEVER RELATING TO THE INDEX IS GIVEN OR MAY BE IMPLIED. The process and basis of computation and compilation of the Index and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by Hang Seng Indexes Company Limited without notice. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO RESPONSIBILITY OR LIABILITY IS ACCEPTED BY HANG SENG INDEXES COMPANY LIMITED OR HANG SENG DATA SERVICES LIMITED (i) IN RESPECT OF THE USE OF AND/OR REFERENCE TO THE INDEX BY SECURITY LIFE IN CONNECTION WITH THE POLICY; OR (ii) FOR ANY INACCURACIES, OMISSIONS, MISTAKES OR ERRORS OF HANG SENG INDEXES COMPANY LIMITED IN THE COMPUTATION OF THE INDEX; OR (iii) FOR ANY INACCURACIES, OMISSIONS, MISTAKES, ERRORS OR INCOMPLETENESS OF ANY INFORMATION USED IN CONNECTION WITH THE COMPUTATION OF THE INDEX WHICH IS SUPPLIED BY ANY OTHER PERSON; OR (iv) FOR ANY ECONOMIC OR OTHER LOSS WHICH MAY BE DIRECTLY OR INDIRECTLY SUSTAINED BY ANY BROKER OR HOLDER OF THE POLICY OR ANY OTHER PERSON DEALING WITH THE POLICY AS A RESULT OF ANY OF THE AFORESAID, AND NO CLAIMS, ACTIONS OR LEGAL PROCEEDINGS MAY BE BROUGHT AGAINST HANG SENG INDEXES COMPANY LIMITED AND/OR HANG SENG DATA SERVICES LIMITED IN CONNECTION WITH THE POLICY IN ANY MANNER WHATSOEVER BY ANY BROKER, HOLDER OR OTHER PERSON DEALING WITH THE POLICY. Any broker, holder or other person dealing with the Policy does so therefore in full knowledge of this disclaimer and can place no reliance whatsoever on Hang Seng Indexes Company Limited and Hang Seng Data Services Limited. For the avoidance of doubt, this disclaimer does not create any contractual or quasi-contractual relationship between any broker, holder or other person and Hang Seng Indexes Company Limited and/or Hang Seng Data Services Limited and must not be construed to have created such relationship.]

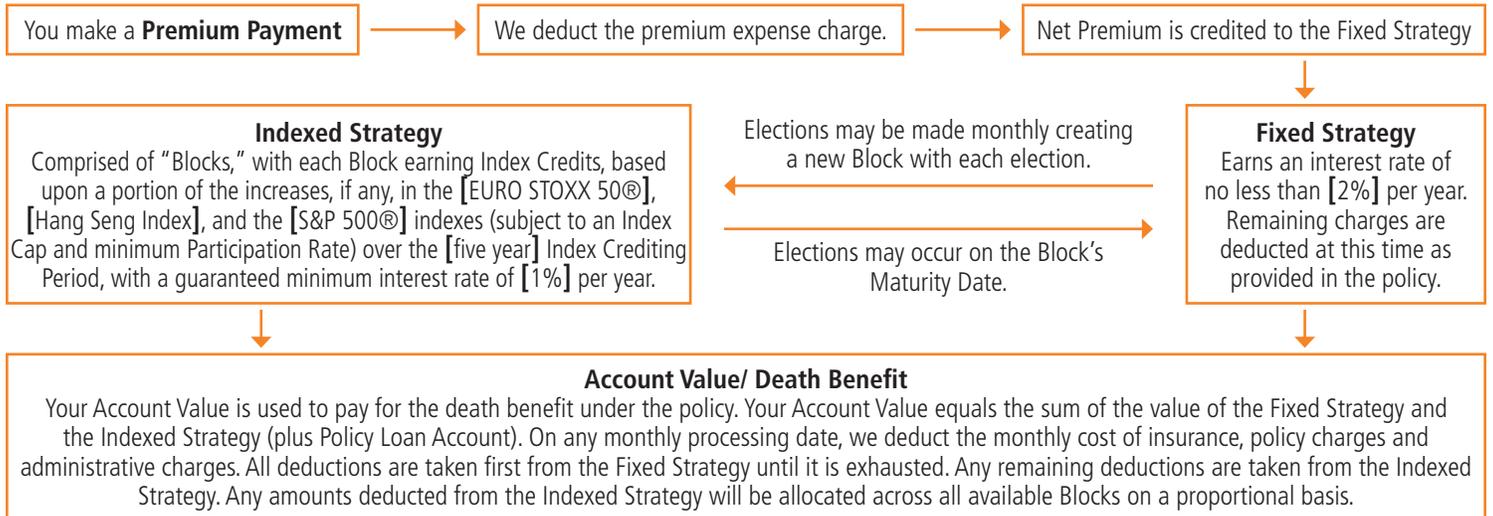
³ [The S&P 500® (Standard & Poor's 500® Composite Stock Price Index) is an index of the stock performance of 500 publicly traded companies that does not reflect the dividends payable on the underlying stocks. "Standard & Poor's®," "S&P 500®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Security Life of Denver Insurance Company. The Policy is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of investing in the Policy.]

WHAT HAPPENS TO MY PREMIUMS?

Premiums can be elected to either the Fixed Strategy or the Indexed Strategy.

The premium payments, minus any premium expense charges (the Net Premiums), are initially credited to the Fixed Strategy. You may choose to automatically have a percentage of each of the Net Premiums elected to the Indexed Strategy. The cost of insurance, administrative, and rider charges are then deducted from the Fixed Strategy. If the Fixed Strategy amount is depleted, the remainder will be deducted proportionately from the Indexed Strategy blocks. On a monthly basis, you may also elect an additional amount to the Indexed Strategy, to be effective on the Election Date, if we have received your instructions at least 3 business days prior to the Election Date. Any amount elected in a particular month to the Indexed Strategy belongs to that month's "Block." There can be up to [60] active Blocks at any time. Each Block within the Indexed Strategy matures on the Election Date [60] months from its start date (the Index Crediting Period currently is [5 years]). The Index Credit is applied on the Block Maturity Date. On the Block Maturity Date, you may elect to move some or all of the value of the Block to the Fixed Strategy, or allow it to automatically start a new Indexed Strategy block. Because the Index Credit is applied on the Block Maturity Date, if you surrender the policy, Blocks that have not matured will not receive an Index Credit.

The chart below illustrates how this works:



WHAT ARE "ELECTIONS" AND WHAT ELECTION LIMITATIONS EXIST IN THIS POLICY?

An Election is the movement, by you, of an amount between the Fixed Strategy and the Indexed Strategy. These Elections may be written or made by telephone, if you have accepted telephone privileges at the end of this Disclosure Supplement. The Election Date, the date on which the Election will be processed, is the [28th] day of each month, subject to our procedures and the following limitations:

- If the [28th] is not a day that the New York Stock Exchange (NYSE) is open for trading, the Election Date will be the next day the NYSE is open for trading.
- To be processed on the next Election Date, the premium payment, other amounts, and your instructions must be received in our Customer Service Center at least three business days prior to the next Election Date.
- Elections from the Fixed Strategy to the Indexed Strategy will be processed on the next Election Date.
- Elections from the Indexed Strategy to the Fixed Strategy will be processed on the Block Maturity Date.
- No election will occur during the Right to Examine Period.
- Elections must be at least [\$50.00].
- If a policy loan results in amounts being subtracted from a Block prior to its Block Maturity Date, no elections from the Fixed Strategy to the Indexed Strategy will be processed in the 36 months following the loan.

WHAT ARE THE PARTICIPATION RATE, THE INDEX CAP, THE INDEXED STRATEGY GUARANTEED INTEREST CREDIT FACTOR, AND THE WEIGHTED INDEX CHANGE RATE MAXIMUM?

- The Participation Rate is the percentage of the Weighted Index Change Rate that will be recognized in the calculation of the Index Credit. The Participation Rate for each Block is set on the Block Start Date and will not change for that Block. The Participation Rate can be changed by us at any time for new Blocks, subject to the guaranteed minimum Participation Rate of 15%.
- The Index Cap is a limit on the amount of the Weighted Index Change Rate used in calculating the Index Credit. The Index Cap for each Block is set on the Block Start Date and will not change for that Block. The Index Cap can be changed by us at any time for new Blocks, subject to a guaranteed minimum Index Cap of 100%.
- The Index Credit Rate minimum is the guaranteed interest credit factor of [5.101%] (the Indexed Strategy guaranteed minimum interest rate of [1%] per year, accumulated over the [five year] Index Crediting Period). The Weighted Index Change Rate maximum is the Index Cap for the Block.
- **Please contact your agent or refer to your illustration for current Index Cap and Participation Rates.**

HOW IS THE INDEX CREDIT CALCULATED?

The Index Credit is calculated for each Block on the Block Maturity Date (the Election Date [60] months from the Block Start Date), as follows:

- For each index, determine the Index Change Rate by dividing the change in the index value (from the Block Start Date to the Block Maturity Date), by the index value on the Block Start Date.
- Multiply the highest Index Change Rate by [75%], the next highest Index Change Rate by [25%], and the lowest Index Change Rate by [0%]. Add the resulting amounts together. The lesser of this amount and the Index Cap is the Weighted Index Change Rate. The Weighted Index Change Rate is guaranteed not to be less than zero.
- Multiply the Weighted Index Change Rate by the Participation Rate to find the Index Credit Rate.
- Apply the Index Credit Rate minimum limit.
- The Index Credit is the Index Credit Rate, less the Guaranteed Interest Credit Factor, divided by the Guaranteed Interest Credit Factor, multiplied by the guaranteed interest credited to the Block from the Block Start Date to the Block Maturity Date.

CAN YOU SHOW SOME EXAMPLES OF HOW THE INDEX CREDITS ARE CALCULATED?

Yes, but all values and rates in the following examples (unless otherwise guaranteed) are hypothetical and do not attempt to predict or reflect actual figures. Additionally, the examples use an Index Cap and Participation Rate that may be more or less than the actual Index Cap and Participation Rate on the Index Credit Rate for any particular Block. Please contact your agent or go to www.inglifeinsurance.com to access current Index Cap and Participation Rate information. Example 4 uses the guaranteed minimum Index Cap and the guaranteed minimum Participation Rate.

All examples apply to one hypothetical Block in the Indexed Strategy. Values applicable to all examples are outlined below.

On the Block Start Date:

• Index values:

[EURO STOXX 50®]	1,000
[Hang Seng Index]	1,200
[S&P 500®]	1,100

• Index Cap: [200%]

• Index Participation Rate: [60%]

• Guaranteed interest credit factor: [5.101%]

• The Indexed Strategy block value: \$800 with no deductions from the Block during the [five year] Index Crediting Period.

• Indexed Strategy block will earn [1%] per year throughout the [five year] Index Crediting Period and the Block value on the Block Maturity Date prior to the addition of the Index Credit is [\$840.81] (interest of [\$40.81] is equal to \$800 x [5.101%]).

CAUTION: All calculations assume no deductions from the Account Value during the Index Crediting Period. The results below would change if such deductions were subtracted from the Account Value assumed in the examples. Such deduction include the cost of insurance, policy charges and administrative charges.

All calculations assume that only a portion of the Weighted Index Change Rate ([60%]) is used in determining the Index Credit Rate. The portion of the actual Weighted Index Change Rate that may be used will vary subject to the guaranteed minimum Participation Rate (15%).

Example 1

Index values on the Block Maturity Date:

[EURO STOXX 50®]	1,300
[Hang Seng Index]	1,600
[S&P 500®]	1,450

Index Change Rate: [EURO STOXX 50®]: $\{1300 - 1000\} / 1000 = 30\%$

[Hang Seng Index]: $\{1600 - 1200\} / 1200 = 33.33\%$

[S&P 500®]: $\{1450 - 1100\} / 1100 = 31.82\%$

Weighted Index Change Rate:

$\{33.33\% \times [75\%]\} + \{31.82\% \times [25\%]\} + \{30\% \times [0\%]\} = [32.95\%]$, subject to an Index Cap of [200%] and a minimum of 0% = [32.95%]

Index Credit Rate:

$[32.95\%] \times [60\%]$ (Participation Rate) = [19.77%], subject to a minimum of [5.101%] = [19.77%]

Index Credit on the Block Maturity Date:

$\{[19.77\%] - [5.101\%]\} / [5.101\%] \times [\$40.81] = [\$117.36]$

Example 2

Index values on the Block Maturity Date:

[EURO STOXX 50®]	3,200
[Hang Seng Index]	1,250
[S&P 500®]	2,800

Index Change Rate: [EURO STOXX 50®]: $\{3200 - 1000\} / 1000 = 220\%$

[Hang Seng Index]: $\{1250 - 1200\} / 1200 = 4.17\%$

[S&P 500®]: $\{2800 - 1100\} / 1100 = 154.55\%$

Weighted Index Change Rate:

$\{220\% \times [75\%]\} + \{154.55\% \times [25\%]\} + \{4.17\% \times [0\%]\} = [203.64\%]$, subject to an Index Cap of [200%] and a minimum of 0% = [200%]

Index Credit Rate:

$[200\%] \times [60\%]$ (Participation Rate) = [120%], subject to a minimum of [5.101%] = [120%]

Index Credit on the Block Maturity Date:

$\{[120\%] - [5.101\%]\} / [5.101\%] \times [\$40.81] = [\$919.24]$

Example 3

Index values on the Block Maturity Date:

[EURO STOXX 50®]	850
[Hang Seng Index]	1,000
[S&P 500®]	1,150

Index Change Rate: [EURO STOXX 50®]: $\{850 - 1000\} / 1000 = -15\%$

[Hang Seng Index]: $\{1000 - 1200\} / 1200 = -16.67\%$

[S&P 500®]: $\{1150 - 1100\} / 1100 = 4.55\%$

Weighted Index Change Rate:

$\{4.55\% \times [75\%]\} + \{-15\% \times [25\%]\} + \{-16.67\% \times [0\%]\} = [-0.34\%]$, subject to an Index Cap of [200%] and a minimum of 0% = [0%]

Index Credit Rate:

$[0\%] \times [60\%]$ (Participation Rate) = [0%], subject to a minimum of [5.101%] = [5.101%]

Index Credit on the Block Maturity Date:

$\{[5.101\%] - [5.101\%]\} / [5.101\%] \times [\$40.81] = [\$0]$

Example 4

Index values on the Block Maturity Date:

[EURO STOXX 50®]	3,200
[Hang Seng Index]	1,250
[S&P 500®]	2,800

Index Change Rate: [EURO STOXX 50®]: $\{3200 - 1000\} / 1000 = 220\%$

[Hang Seng Index]: $\{1250 - 1200\} / 1200 = 4.17\%$

[S&P 500®]: $\{2800 - 1100\} / 1100 = 154.55\%$

Weighted Index Change Rate = 100%

$\{220\% \times [75\%]\} + \{154.55\% \times [25\%]\} + \{4.17\% \times [0\%]\} = [203.64\%]$, subject to a guaranteed minimum Index Cap of [100%] and a minimum of 0% = [100%]

Index Credit Rate:

$[100\%] \times 15\%$ (guaranteed minimum Participation Rate) = [15%], subject to a minimum of [5.101%] = [15%]

Index Credit on the Block Maturity Date:

$\{[15\%] - [5.101\%]\} / [5.101\%] \times [\$40.81] = [\$79.20]$

WHAT IS THE VALUE OF THE POLICY IF IT IS SURRENDERED?

If you decide to surrender the policy, you will receive its Net Surrender Value which is:

- The Account Value (the sum of the Fixed Strategy, the Indexed Strategy and the Policy Loan Account); minus
- The surrender charge, if any; minus
- Any policy loan including accrued but unpaid policy loan interest.

Because the Index Credit is applied on the Block Maturity Date, if you surrender the policy, Blocks that have not matured will not receive an Index Credit.

SURRENDER CHARGES

The surrender charge is subtracted from the Account Value if you do any of the following: surrender the policy, request a reduction in the death benefit, make certain partial withdrawals or allow the policy to lapse. The surrender charge applies during the first nine segment years of each coverage segment. The surrender charge is deducted from the Fixed Strategy until it is exhausted. Any remaining surrender charge amount will be deducted from the Indexed Strategy across all available Blocks in the same proportion that each Block value bears to the value of the Indexed Strategy.

TELEPHONE PRIVILEGES

Unless you accept below, telephone privileges are not provided to you, your agent, or his/her assistant. Telephone privileges allow an authorized person to call the Company to provide election instructions. 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. You agree that the Company will not be liable for any loss, damage, costs or expenses incurred in acting on your telephone instructions, when the Company reasonably believes the instructions to be authentic. You understand that if you want to authorize telephone privileges, you must indicate this below. You also understand that once granted, such privileges can be revoked only upon receipt of your signed, written instructions.

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

ACKNOWLEDGEMENT AND STATEMENTS OF UNDERSTANDING

- ING Indexed Universal Life-Global is a life insurance policy that is not a variable contract or any type of investment contract.
- Any personalized illustrations are based on hypothetical rates of return which may not be indicative of future Index Credits or of actual interest credited in the Fixed Strategy. **Any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.**
- You have the right to examine and return the policy within 30 days after you receive it. Upon returning the policy during the Right to Examine Period, you will receive a refund of all premiums paid.
- This policy is covered under the State Guaranty Fund of the state in which you purchased your policy in the event of the Company's insolvency, and the full disclosure for this fund will be attached to the policy. You should contact the Guaranty Fund for more information about the details of this coverage.
- We may set the interest rate on the Fixed Strategy, the Participation Rate and the Index Cap, subject to the guaranteed minimums contained in the policy. The interest rate on the Fixed Strategy, the Participation Rate and the Index Cap may change as described above.
- You acknowledge that this Disclosure Supplement to Application is made part of your application for an ING Indexed Universal Life-Global policy.
- ING Indexed Universal Life-Global is a flexible premium, adjustable, universal life insurance policy, which contains an index-linked crediting strategy, whose calculation is based on external indexes. **While the policy may be affected by external indexes, the policy is not an investment in the stock market and does not participate in any index fund, stock or equity investment. This product is not designed to be an investment vehicle. ING IUL-Global is not a variable product or any type of investment contract.**

By signing below, I acknowledge that I have received, read and understand this Disclosure Supplement. (NOT APPLICABLE IN ARKANSAS)

 Proposed Owner Signature _____ Date _____

NORTH DAKOTA AGENTS ONLY

Agent's certification:

I certify that this Disclosure Supplement has been presented to the applicant and a copy was provided to the applicant. I have not made any promises about future results and I have not made any statements that differ from the information in this form.

 Writing Agent Signature _____ Date _____

ING Indexed Universal Life-Global, policy form series #1180-12/09 with an index-linked crediting strategy, whose calculations is based on external indexes, varies by state and may not be available in every state. It is issued by Security Life of Denver Insurance Company, a member of the ING family of companies. Not available in New York. Neither ING nor its affiliated companies and representatives offer legal or tax advice. You should consult tax and legal advisors regarding your individual situation. All guarantees are based on the financial strength and claims paying ability of Security Life of Denver Insurance Company who is solely responsible for the obligations under its own policies.

SERFF Tracking Number: INGD-126869607 State: Arkansas
Filing Company: Security Life of Denver Insurance Company State Tracking Number: 47428
Company Tracking Number: 157871
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
Adjustable Life
Product Name: 157871 Disclosure Supplement To Application
Project Name/Number: Disclosure Supplement To Application/

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Flesch Readability Certification.pdf
AR Certification Reg 19.pdf

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

SOV for Disclosure Supplement to Application 157871 Noncompact Generic.pdf

**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
157871	55.6

Signed 

Terry Stumpf
Assistant Secretary

Date: October 25, 2010

**ARKANSAS
CERTIFICATION**

RE: 157871 Disclosure Supplement to Application

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) and all applicable requirements of the Arkansas Insurance Department.

SECURITY LIFE OF DENVER INSURANCE COMPANY

By: 

Terry Stumpf
Assistant Secretary

Date: November 24, 2010

SECURITY LIFE OF DENVER INSURANCE COMPANY
STATEMENT OF VARIABILITY

ING Indexed Universal Life-Global Disclosure Supplement to Application
Form Number 157871

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 disclosure form.

Item Number	Page Number	Factor	Range of Factors
1	1, 2	Fixed Strategy Guaranteed Minimum Interest Rate	1% - 4% 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.
2	1, 2 and 3	Indexed Strategy Guaranteed Minimum Interest Rate	1% - 4% 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.
3	1, 2 and 3	Indexes	The indexes used in the calculation of the index credit may change for future issues. Once a policy is issued, the indexes will not change for the life of the policy unless an index is discontinued, becomes unavailable to us, its calculation is substantially changed, or we determine that it should no longer be used.
4	1, 2 and 3	Indexed Strategy Index Crediting Period	1 - 10 years or 1-120 months. 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.
5	2	Maximum Number of Active Blocks	1 – 120. Determined by the length of the Index Crediting Period. 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.
6	2	Number of months from Block Start Date until Block Maturity Date	12 – 120. Determined by the length of the Index Crediting Period. 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.
7	2	Election Date	1 st day – 28 th day. 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.
8	2	Minimum Election Amount	\$1.00 - \$50.00. Once a policy is issued, it will not change for the life of the policy. This amount does not vary by policy. May change for future issues only. Please see explanation below.

Item Number	Page Number	Factor	Range of Factors
9	2, 3	Indexed Strategy Guaranteed Interest Credit Factor	1.010% - 10.462%. Value is formula-driven. Value is based on the Guaranteed Minimum Interest Rate for the Indexed Strategy and varies with the length of the Index Crediting Period. 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.
10	2, 3	Index Factor 1, Index Factor 2, Index Factor 3	0.00% - 100.00%. 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.
11	3	Index Cap	Subject to a guaranteed minimum index cap of 100%. An index cap is declared by the company at each block start date. The Index Cap in effect on a block's start date will not change for that Block.
12	3	Index Participation Rate	Subject to a guaranteed minimum participation rate of 15%. An index participation rate is declared by the company at each block start date. The Index Participation Rate in effect on a block's start date will not change for that Block.
13	3	Examples of Index Credit Calculation	Sample calculations depend on the values for the Indexed Strategy Guaranteed Minimum Interest Rate, Indexed Strategy Guaranteed Interest Credit Factor, Index Factors 1, 2 and 3, Index Cap, and Index Participation Rate.

The above-referenced Fixed Strategy Guaranteed Minimum Interest Rate, Indexed Strategy Guaranteed Minimum Interest Rate, Indexed Strategy Index Crediting Period, Maximum Number of Active Blocks, Number of months from Block Start Date until Block Maturity Date, Indexed Strategy Election Date, Minimum Election Amount, Indexed Strategy Guaranteed Interest Credit Factor, and Index Factors 1, 2 and 3 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 policyholder must assume the risk that this factor will be changed. 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.