

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

Filing at a Glance

Company: Texas Life Insurance Company

Product Name: Flexible Premium Individual Life SERFF Tr Num: METF-126529366 State: Arkansas
Insurance to Age 121

TOI: L09I Individual Life - Flexible Premium
Adjustable Life

Sub-TOI: L09I.001 Single Life
Filing Type: Form

SERFF Status: Closed-Approved- State Tr Num: 45264
Closed

Co Tr Num: PRFNG-NI-10

State Status: Approved-Closed
Reviewer(s): Linda Bird

Author: Jan Spoede

Disposition Date: 05/24/2010

Date Submitted: 03/25/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: PRFNG-NI-10

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/24/2010

Explanation for Other Group Market Type:

State Status Changed: 03/26/2010

Deemer Date:

Created By: Jan Spoede

Submitted By: Jan Spoede

Corresponding Filing Tracking Number:

Filing Description:

Re: FEIN 74-094089; NAIC No. 69396, Phone: 800-283-9233; Fax 254-745-6355; Submission for Approval of New Universal Life Insurance Policy Form PRFNG-NI-10 for Voluntary Payroll Deduction Sales; and Applications 10M015-AR, Express Application; 10M016-AR, Supplement to the Application, and 10M015AR-E. an Electronic Application.

We are submitting the above referenced policy form and applications to you for approval. The new policy form and applications are described below:

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

We do not believe these forms contain any benefits or provisions not customarily found in the industry for policies and applications of this nature.

The forms included in our filing will be used in conjunction with a Children's Term Life Insurance Rider form, ULCL-CIR-07, an Accelerated Death Benefit Rider form, ULABR-07, a Waiver of Premium Rider, ULCL-WP-07 and an Accidental Death Benefit Rider form, ULCL-ADB-07 that were previously approved by the Department of Insurance.

These forms were previously approved on September 10, 2007.

Policy Form Description for Form PRFNG-NI-10

The trade name for this policy form is PureLife-plus. The policy is a flexible premium life insurance policy to age 121. Its death benefit is a level amount only, and the Face Amount cannot be increased or decreased after issue. Cash values are based on the 2001 Commissioners Standard Ordinary Mortality Table-C, Age Last Birthday at 3% interest per annum. Reserves are calculated using a modified preliminary term method, but they are not less than the Commissioners Reserve Valuation Method reserves.

Reserves held on this Contract will never be less than the Cash Value.

Costs and Benefits

The form will be marketed as a unisex policy exclusively to employee groups, but sold as an individual policy. We believe the holding and rationale of Arizona Governing Committee on Tax Deferred Annuity and Deferred Compensation Plans v. Norris, 103 S.Ct 3492 (1983) might reasonably be construed to apply to this policy.

Applications

Form 10M015-AR

Application Form 10M015-AR is generally used when the number of eligible employees at the employer where the policy is offered is 5-49 or the case is not appropriate for "Express" underwriting. This application asks additional underwriting questions.

Form 10M016-AR

Application Form 10M016-AR can only be used in conjunction with Form 10M015-AR. It is used when the applicant applies for an amount of insurance in excess of a specified amount of insurance or cannot answer the questions on

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

Form 10M015-AR so as to qualify for coverage under Form 10M015-AR alone.

Form 10M015AR-E

Application Form 10M015AR-E is the electronic version of the application that is capable of incorporating all elements of Forms 10M015-AR and Form 10M016. We have provided you a print sample of Form 10M015AR-E as an example of the paper application produced by the electronic system.

Features

The electronic application is dynamic - it can change to produce only those elements of the application necessary for the particular applicants applying. For example, if the applicant applies for insurance on himself and his children, the application lists all applicants and the amount of coverage. If the applicant applies only for himself, the application lists only the applicant applying and the coverage for him. Similarly, if any applicant answers a question "yes" and details are provided to explain the answer, the application lists the details, identified by the applicant's name, immediately following the question. The application output only contains the application questions required by the applicant. However, the language of the questions used will always be the language that has been filed with the Illinois Department of Insurance.

Data Collection

Texas Life has designed an electronic system to gather information for the Form 10M015-E application. This system is a series of screens that ask pertinent questions to gather all information needed for the application. The system is designed for use on a laptop or desktop computer and may also be presented as screens on a website on the Internet. The underwriting questions used on the screens contain the exact language that appears on the application form.

Signatures

Since Form 10M015AR-E is designed to be used as part of an electronic application system, it can accept either physical or electronic signature. The agent may print the application and have the applicant sign it. In most cases we anticipate that the application will be signed electronically. Currently, we support electronic signatures by use of a signature pad and also through use of a secure password. However, we anticipate that additional forms of electronic signature will come into common use and we intend to offer the application for use with any legally recognizable electronic signature for which we can provide suitable data security.

Regardless of the form of the electronic signature, the following items will be true.

- At the end of the data collection process the applicant is presented a screen for review which is substantially identical

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

to a printed copy of Form 10M015AR-E, except for buttons allowing the applicant to make any corrections or edits to the application information.

- The applicant will be presented a screen that includes a statement describing what actions will constitute an electronic signature. The applicant will also receive a description of the effect of the signature, Texas Life's use of it and the means by which the applicant can revoke the signature.
- The application record and the signature will be bound in a single record. Any change to the application information after the signature will void the signature.
- The information collected electronically will be handled in a manner to keep it secure from unauthorized viewing and use.

Issue Ages

The policy is available for Insureds ages 6 months through 70. Issue age is based on Age Last Birthday.

Face Amount

The specimen policy is for \$100,000. The death benefit is the Face Amount. The death benefit is reduced by any Contract loan.

Risk Classifications

This form has six risk classifications, Standard Express-non tobacco, Standard Express-tobacco, Standard-non Tobacco, Standard-tobacco, and Special-non tobacco and Special-tobacco. The additional cost for the Special risk class is reflected in the premium charge.

Premium

Premium and Non-Payment of Premiums and Grace Period are described on Page 8 of the policy.

Grace Period and Lapse

The single condition that causes the policy to lapse is when the monthly deduction is larger than the Cash Value less Indebtedness.

Guaranteed Interest Rates

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

The policy guarantees to credit interest at a rate not less than 0.247% a month, compounded monthly, on the Cash Value. This is equivalent to 3% a year, compounded yearly.

COI Rates

The cost of insurance is calculated for the ensuing month on the Issue Date and on each Monthly Anniversary date. The COI is found on page 9. This policy will be issued as nicotine distinct.

Limited Right to Partial Refund of Premium

This policy provides an added benefit to policyholders by permitting them the option to surrender and, in addition to the surrender value, receive a partial refund of premium equal to one hundred twenty (120) times the Minimum Premium Due At Issue.

Written notice will be provided the policyholder when the rights described under this provision first become available.

Contract Loans

The Cash Value is available for Contract Loans at 7.4% in advance. We have the right to charge a lesser rate in the future if we so choose.

Computation of Values

Minimum Cash Value and reserves are described on page 12. Reserves held for this contract will never be less than the Surrender Value. An Actuarial Memorandum is enclosed for your review.

Advertising Materials and Marketing Plan

This policy form will be solicited by appointed agents to individual consumers. We presently intend to use a brochure in lieu of computer-generated illustrations.

Company and Contact

Filing Contact Information

Jan Spoede, Senior Associate, Product jspoede@texaslife.com

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

Development

P.O. Box 830 800-283-9233 [Phone] 6371 [Ext]
 Waco, TX 76703 254-745-6389 [FAX]

Filing Company Information

Texas Life Insurance Company CoCode: 69396 State of Domicile: Texas
 P.O. Box 830 Group Code: Company Type: Life
 Waco, TX 76703 Group Name: State ID Number:
 (800) 283-9233 ext. [Phone] FEIN Number: 74-0940890

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation: Our domiciliary state of Texas requires a \$100.00 filing fee for filings of this type.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Texas Life Insurance Company	\$100.00	03/25/2010	35153534

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/24/2010	05/24/2010
Approved-Closed	Linda Bird	03/26/2010	03/26/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Electronic Application	Jan Spoede	05/21/2010	05/21/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Replacement page	Note To Filer	Linda Bird	05/21/2010	05/21/2010
Replacement page	Note To Reviewer	Jan Spoede	05/21/2010	05/21/2010

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

Disposition

Disposition Date: 05/24/2010

Implementation Date:

Status: Approved-Closed

Comment: Correction made in the tobacco question on the electronic application form.

Rate data does NOT apply to filing.

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

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	Life- Actuarial Memorandum		No
Supporting Document	Policy Cost and Benefit Statement		Yes
Supporting Document	No Illustration Certification		Yes
Supporting Document	Certification for Bulletin 11-83		Yes
Supporting Document	Certification for Bulletin 19		Yes
Supporting Document	Certification of Compliance		Yes
Form	Application		Yes
Form	Supplement to Application		Yes
Form (revised)	Electronic Application		Yes
Form	Electronic Application	Replaced	Yes
Form	Flexible Premium Universal Life Insurance to Age 121		Yes

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

Disposition

Disposition Date: 03/26/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

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	Life- Actuarial Memorandum		No
Supporting Document	Policy Cost and Benefit Statement		Yes
Supporting Document	No Illustration Certification		Yes
Supporting Document	Certification for Bulletin 11-83		Yes
Supporting Document	Certification for Bulletin 19		Yes
Supporting Document	Certification of Compliance		Yes
Form	Application		Yes
Form	Supplement to Application		Yes
Form (revised)	Electronic Application		Yes
Form	Electronic Application	Replaced	Yes
Form	Flexible Premium Universal Life Insurance to Age 121		Yes

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

Amendment Letter

Submitted Date: 05/21/2010

Comments:

Dear Ms. Bird,

Thank you for re-opening this filing.

I replaced the previously approved electronic application with the corrected version.

The tobacco question was incorrectly written this way:

"Within the 12 months, has any proposed insured age 17 or older used tobacco in any form?"

It should have been written this way:

"Within the last 12 months, has any proposed insured age 17 or older used tobacco in any form?"

Nothing else on this application has been changed and the app has not been used yet.

Yours truly,
 Jan Spoede

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
10M015AR-E	Application/EElectronic nrollment Form	Application	Initial				50.580	AR 10M015AR -E with Stike Rid rev 5-21- 10.pdf

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

Note To Filer

Created By:

Linda Bird on 05/21/2010 11:14 AM

Last Edited By:

Linda Bird

Submitted On:

05/21/2010 11:14 AM

Subject:

Replacement page

Comments:

Filing has been re-opened in order for correction to be made.

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

Note To Reviewer

Created By:

Jan Spoede on 05/21/2010 10:14 AM

Last Edited By:

Jan Spoede

Submitted On:

05/21/2010 10:22 AM

Subject:

Replacement page

Comments:

Dear Ms. Bird,

I am writing to request that you re-open this filing so I can replace page one in the electronic application.

The tobacco question was incorrectly written this way:

"Within the 12 months, has any proposed insured age 17 or older used tobacco in any form?"

It should have been written this way:

"Within the last 12 months, has any proposed insured age 17 or older used tobacco in any form?"

The application has been corrected and we want to substitute the corrected page for the one already filed, and we are not changing the form number since the form has not yet been used.

Yours truly,
Jan Spoede

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

Form Schedule

Lead Form Number: PRFNG-NI-10

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	10M015-AR	Application/ Enrollment Form	Initial		54.100	AR 10M015-AR with Stike Rid.pdf
	10M016-AR	Application/ Enrollment Form	Initial		57.000	AR 10M016-AR.pdf
	10M015AR-E	Application/ Enrollment Form	Initial		50.580	AR 10M015AR -E with Stike Rid rev 5-21-10.pdf
	PRFNG-NI-10	Policy/Cont ract/Fraternal Insurance to Age 121 Certificate	Initial		56.200	AR prfng_ni_10.pdf

TEXASLIFE INSURANCE COMPANY

Since 1901 | 900 WASHINGTON | POST OFFICE BOX 830 | WACO, TEXAS 76703-0830

INDIVIDUAL LIFE INSURANCE APPLICATION

FOR HOME OFFICE USE ONLY

Plan Name: [PureLife-plus]

Policy Number: _____

1st Deduction Date: _____

Employer: _____

Proposed Insured(s)	Sex	Birth Date	Age ¹	Within the past 12 months has the Proposed Insured age 17 or older used tobacco in any form?	Face Amount ²	Premium	
Employee Name							
Last	M/F			<input type="checkbox"/> Yes <input type="checkbox"/> No			
First							MI
Social Sec No							
Hire Date							
Beneficiary (Spouse is beneficiary unless otherwise stated here)				Relationship:			
Spouse Name							
Last	M/F			<input type="checkbox"/> Yes <input type="checkbox"/> No			
First							MI
Social Sec No							
Current Occupation							
Beneficiary (Employee is beneficiary unless otherwise stated here)				Relationship:			
Children's Names (not required if applying only for Child Term Rider)							
	M/F			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Social Sec No							
Beneficiary (Employee is beneficiary unless otherwise stated here)				Relationship:			
	M/F			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Social Sec No							
Beneficiary (Employee is beneficiary unless otherwise stated here)				Relationship:			
	M/F			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Social Sec No							
Beneficiary (Employee is beneficiary unless otherwise stated here)				Relationship:			
	M/F			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Social Sec No							
Beneficiary (Employee is beneficiary unless otherwise stated here)				Relationship:			
Select Riders to be added:			Add Child Term Rider premium, if applied for: \$ _____				
Child Term for \$10,000 added to policy of: <input type="checkbox"/> Employee <input type="checkbox"/> Spouse			Total premium: \$ _____				
<input type="checkbox"/> Accidental Death ³ <input type="checkbox"/> Waiver Premium ³ <input type="checkbox"/> Union Strike			[<input type="checkbox"/> _____ Rider] [<input type="checkbox"/> _____ Rider]				
Payroll is per: <input type="checkbox"/> Week <input type="checkbox"/> Bi-Week <input type="checkbox"/> Semi-Month <input type="checkbox"/> Month <input type="checkbox"/> Skip _____							
Home Address							
Street/P.O. Box: _____		City: _____		State: _____		Zip: _____	
Phone — Day: () _____		Evening: () _____		Personal E-mail Address: _____			
Will proposed coverage replace or change any existing insurance or annuity policy? (If "Yes", identify and complete replacement form.) Company: _____ Policy No: _____					<input type="checkbox"/> Yes <input type="checkbox"/> No		

(1) Age as of Issue Date. (2) or Face Amount purchased by premium shown, if less. (3) For issue ages 17-59.

CONTINUE AND SIGN ON REVERSE SIDE

Supplement to Application from (Employee): _____
 Employee Social Security: _____ Application Date: _____

2. Within the past five years, has any proposed insured: a. Consulted a physician, been observed at a hospital or clinic, or been advised to have a surgical operation? b. Had an X-ray, EKG, lab test, blood test, or any other medical test or study? c. Used heroin, cocaine, marijuana, PCP, or any other narcotic, hallucinogenic, sedative or legally controlled substance, except as prescribed by a physician? d. Been diagnosed or treated by a member of the medical profession as having AIDS (Acquired Immune Deficiency Syndrome) or the HIV (Human Immunodeficiency Virus) infection?	Employee		Spouse		Children	
	Yes	No	Yes	No	Yes	No
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					

3. Within the past ten years, has any proposed insured been diagnosed with or been treated for: a. Heart or circulatory disease or abnormality, chest pain, shortness of breath, murmur, stroke, or high blood pressure? b. Alcohol or drug abuse, or disorder of the stomach, liver, intestines, or kidneys? c. Cancer, tumor, diabetes, or disorder of the blood? d. Asthma, lung disease, seizure, depression, or mental, psychiatric, or neurologic disorder?	<input type="checkbox"/>					
--	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

4. Is any proposed insured taking any prescribed medication at regular intervals? If "Yes", indicate name of medication in Details below.	<input type="checkbox"/>					
---	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

5. What is the height, weight, and birth state of each proposed insured?	First Name	Hgt. Wgt.	Birth State
6. Personal physician for each proposed insured (if none, enter "None") Proposed Insured Physician Address City, State			

7. Details, including date, diagnosis, type of treatment, and current condition			Name, address and phone # of physician(s)
Ques No.	Proposed Insured	Details	

Any person who knowingly and with intent to defraud any insurance company or other person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

REPRESENTATIONS: I represent to the best of my knowledge and belief that all statements and answers in this Supplement to Application are complete, true and correctly recorded, and are made as a consideration for the insurance applied for. I understand that Texas Life Insurance Company will rely on my statements and answers as being true and complete in deciding whether to issue insurance on the proposed insured(s). Insurance is effective under the policy only when it is delivered to the owner, if the full first premium is paid in cash and all of the statements in the application and this Supplement to Application remain correct and complete.

X _____ X _____
 Employee (and policyowner) Signature Spouse Signature (or Child over 18) if to be insured

X _____
 Enroller/Agent Signature Print Enroller/Agent Name Agt No. Date City State

Proposed Insured(s)

NAME	STATUS	SEX	SOCIAL		AGE	BENEFICIARY/RELATIONSHIP
			SECURITY No.	BIRTH DATE		
Jane Doe	EMP	F	999-99-3600	09-29-1969	35	Johnny / Child
John Spouse Doe, Sr.	SPS	M	999-99-3601	09-29-1970	34	Jane Doe / John Spouse Doe's Wife
Johnny Doe Jr.	DEP	M	159-75-3456	11-24-1998	6	Jane Doe / Parent

Employee Information (applicant and policy owner):

NAME: Jane Doe SOCIAL SECURITY No: 999-99-3600
 ADDRESS: 123 Main Street, Smalltown, AR 13579
 PERSONAL EMAIL ADDRESS: DAYTIME PHONE: 987-654-3210 Ext. EVENING PHONE: 123-456-7890 Ext.
 EMPLOYER: Online App Test Company HIRE DATE: 3-24-1999 PAYROLL FREQUENCY: Monthly

Spouse's Occupation: Technology

Coverages and Premium

PLAN NAME: [PureLife-plus] POLICY FORM: [PRFNG-NI-10]

NAME	FACE AMT	ADB AMT	WAIVER BENEFIT	CHILD	UNION	TOTAL PREMIUM
				TERM AMT	STRIKE RIDER	
Jane Doe	100000	0	No	0	No	42.50
John Spouse Doe, Sr.	50000	0	No	0	No	33.50
Johnny Doe Jr.	25000	0	No	0	No	7.75
Total Planned Premium						83.75

REPLACEMENT

Will proposed coverage replace or change any existing insurance or annuity policy? Yes
policy No 12345

QUESTION No.		EMPLOYEE	SPOUSE	CHILDREN
(1)	Within the last 12 months, has any proposed insured age 17 or older used tobacco in any form?	No	Yes	No
(2a)	During the last six months, has the proposed insured been actively at work on a full time basis, performing usual duties?	Yes	Yes	N/A
(2b)	During the last six months, has the proposed insured been absent from work due to illness or medical treatment for a period of more than five consecutive working days?	No	No	N/A
(2c)	During the last six months, has the proposed insured been disabled or received tests, treatment or care of any kind in a hospital or nursing	Yes	No	No

QUESTION No.**EMPLOYEE****SPOUSE****CHILDREN**

home or received chemotherapy, hormonal therapy for cancer, radiation therapy, dialysis treatment, or treatment for alcohol or drug abuse?
Jane Doe - Test, Treatment, or Care in a Hospital :: Surgery :: Other
 Yes, Spouse has seen a dr

ADDITIONAL QUESTIONS FOR**EMPLOYEE**

- | | | |
|------|--|-----|
| (3a) | <p>Within the past five years, has any proposed insured consulted a physician, been observed at a hospital or clinic, or been advised to have a surgical operation?
 <i>Jane Doe - Jane Doe saw Dr. Brown for severe abdominal pain. He sent her for further testing.</i></p> | Yes |
| (3b) | <p>Within the past five years, has any proposed insured had an X-ray, EKG, lab test, blood test, or any other medical test or study?
 <i>Jane Doe - Jane Doe's lab work and a sonogram revealed an ectopic pregnancy. She was admitted to the hospital and scheduled for surgery the next morning.</i></p> | Yes |
| (3c) | <p>Within the past five years, has any proposed insured used heroin, cocaine, marijuana, PCP, or any other narcotic, hallucinogenic, sedative or legally controlled substance, except as prescribed by a physician?</p> | No |
| (3d) | <p>Within the past five years, has any proposed insured been diagnosed or treated by a member of the medical profession as having AIDS (Acquired Immune Deficiency Syndrome) or the HIV (Human Immunodeficiency Virus) infection?</p> | No |
| (4a) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for heart or circulatory disease or abnormality, chest pain, shortness of breath, murmur, stroke, or high blood pressure?</p> | No |
| (4b) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for alcohol or drug abuse, or disorder of the stomach, liver, intestines, or kidneys?</p> | No |
| (4c) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for cancer, tumor, diabetes, or disorder of the blood?</p> | No |
| (4d) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for asthma, lung disease, seizure, depression, or mental, psychiatric, or neurologic disorder?</p> | No |
| (5) | <p>Is any proposed insured taking any prescribed medication at regular intervals?</p> | No |

QUESTION No.

EMPLOYEE

(6) What is the height, weight, and birth state of each proposed insured?
Jane Doe - Height: 5' 4" Weight: 127 lbs Birth State: OK

(7) Personal physician for each proposed insured:
Jane Doe - Dr. B.Brown, Smalltown, OK

Any person who knowingly and with intent to defraud any insurance company or other person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

REPRESENTATIONS: I represent to the best of my knowledge and belief that all statements and answers in this application are complete, true and correctly recorded, and are made as a consideration for the insurance applied for. I understand that Texas Life Insurance Company will rely on my statements and answers as being true and complete in deciding whether to issue insurance on the proposed insured. Insurance is effective under the policy only when it is delivered to the owner, if the full first premium is paid in cash and all of the statements in this application remain correct and complete.

X  _____
EMPLOYEE (AND POLICY OWNER) SIGNATURE

X  _____
SPOUSE SIGNATURE IF TO BE INSURED

<u>John Q Agent</u>	<u>9999988</u>	<u>03-05-2010</u>	<u>APURELIFEPLUSCITYWITH-A-VERYLONGNAME</u>	<u>AR</u>
PRINT ENROLLER/AGENT NAME	AGT. NO.	DATE	CITY	STATE

X  _____
ENROLLER / AGENT SIGNATURE

TEXASLIFE INSURANCE COMPANY

Since 1901 | 900 WASHINGTON | POST OFFICE BOX 830 | WACO, TEXAS 76703-0830

WE PROMISE TO PAY THE Insurance Proceeds to the Beneficiary, subject to the provisions of this Contract, when We receive due proof of the Insured's death. Payment will be made only if this Contract is in force on the date of such Insured's death.

THE CONSIDERATION FOR THIS CONTRACT is the application hereof and the payment in advance of the premiums in accordance with the terms and conditions of this Contract. The first premium is payable on or before delivery of this contract. The amount of and the interval between planned premiums are shown in the Schedule.

Face Amount: \$ [100,000.00]

Insured: [John Q. Doe]

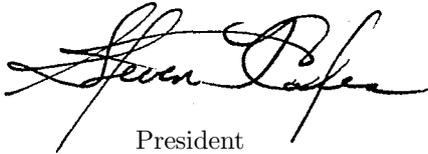
Issue Date: [July 3, 2010]

This is a legal Contract. Read Your Contract carefully.

30 DAY RIGHT TO EXAMINE CONTRACT.

You may return this Contract to Us or to Our agent within 30 days after You receive it. If You return the Contract within this time period We will refund all of the premium You have paid. The Contract will then be void from the beginning.

SIGNED BY TEXAS LIFE INSURANCE COMPANY, a stock company, at Waco, Texas, its Home Office, 900 Washington Avenue on the Contract Date of this Contract.



President



Secretary

FLEXIBLE PREMIUM LIFE INSURANCE TO AGE 121

Life insurance is payable if the Insured dies before age 121. Coverage continues if Cash Value less indebtedness covers the monthly deduction. Cash Value, if any, less indebtedness is payable at Final Policy Date. Non-participating. Rate class as shown on page 3 of the Contract.

Table of Contents

1	Definitions	5
2	Table of Guaranteed Maximum Monthly Cost of Insurance Rates Per \$ 1,000	6
3	Death Benefits	7
3.1	Insurance Proceeds	7
3.2	Payment of Insurance Proceeds	7
3.3	Effect of Partial Surrender on Insurance Proceeds	7
4	Premiums and Reinstatement	8
4.1	Payment of Premiums	8
4.2	Planned Periodic Premiums	8
4.3	Additional Premiums	8
4.4	Grace Period	8
4.5	Continuation of Insurance	8
4.6	Reinstatement	8
5	Contract Values	9
5.1	Cash Value	9
5.2	Interest Rate	9
5.3	Monthly Deductions	9
5.4	Cost of Insurance	9
5.5	Cost of Insurance Rates	9
5.6	Surrender	10
5.7	Partial Surrender	10
5.8	Limited Right to Partial Refund of Premium	10
5.9	Maturity Benefit	10
6	Contract Loans	10
6.1	Contract Loan	10
6.2	Interest Rate Charged on Contract Loan	10
7	General Provisions	11
7.1	Contract	11
7.2	Your Rights	11
7.3	Misstatement Of Age	11
7.4	Suicide	11
7.5	Incontestability	11
7.6	Beneficiary	11
7.7	Computation of Values	12
7.8	Ownership	12
7.9	Change of Ownership	12
7.10	Collateral Assignment	12
7.11	Annual Report	12
7.12	Nonparticipating	12
7.13	Deferment	12
7.14	Tax Considerations	12
7.15	Electronic Documents	13
7.16	Governing Law	13
8	Optional Income Plans	13
8.1	Non-Life Income Plans	13
8.2	Life Income Plans	13
8.3	Other Frequencies and Plans	14
8.4	Choice of Income Plans	14
8.5	Limitations	14
8.6	Income Plan Rates	14
8.7	Minimum Payments under Optional Income Plans	14
9	Tables For Optional Income Plans	15

SCHEDULE FOR CONTRACT NUMBER [CL0000006]

Form No.	Type of Coverage	Face Amount	Rate Class Numeral	Years Payable
PRFNG-NI-10	Flexible Premium Life Insurance to Attained Age 121	\$ [100,000.00]	[Non-Tobacco] [Standard-Express] 1.0000	[86]
ULABR-07	Accelerated Death Benefit Rider			

Beneficiary - As stated in the application for this Contract unless changed in accordance with Contract provisions.

Owner	[John Q. Doe]	Insured.....	[John Q. Doe]
Issue Age.....	[35]	Issue Date	[July 3, 2010]
Contract Date	[July 3, 2010]	Final Policy Date	[July 3, 2096]
Monthly Anniversary Date.....	[3]	Minimum Premium Due At Issue.....	\$ [42.50]
Initial Premium	\$ [1,117.30]	Planned Periodic Premium	\$ [1,117.30]
Planned Payment Interval.....	[Annual]	Permanent Monthly Flat Extra Amount	\$ [0.00]
Guaranteed Date*			[July 3, 2040]

Temporary Monthly Flat Extra Amount ... \$ [0.00] For [all] Contract Year(s).

Maximum Contract Loan Interest Rate 7.4% in advance

The Annual Premium required to guarantee maturity of this Contract on the Final Policy Date of [July 3, 2096], assuming We credit no more than the guaranteed minimum interest rates and charge the guaranteed maximum cost of insurance rates, is \$ [1,117.30].

Based upon guaranteed maximum cost of insurance rates (the highest rates We may charge) and the guaranteed minimum interest (the lowest interest rates We may credit), coverage will expire before the Final Policy Date unless premiums in excess of the Minimum Premium Due at Issue are paid.

* The Guaranteed Date is the date to which coverage is guaranteed to continue assuming: a) You make continuous and uninterrupted payments of a monthly premium equal to the Minimum Premium Due At Issue of \$ [42.50] plus any applicable monthly direct billing fee described in Section 4.2, "Planned Periodic Premiums", on page 8; and b) You take no partial surrenders and have no Indebtedness.

Percent of Premium Load

A Maximum Premium Load of 4.00% will be deducted from each premium paid.

SCHEDULE FOR CONTRACT NUMBER [CL0000006]

Monthly Life Insurance Loads

A permanent monthly life insurance load of \$1.44 will be included in the monthly deduction deducted from the Cash Value on the Issue Date and on each Monthly Anniversary Date.

A monthly life insurance load will be included in the monthly deduction deducted from the Cash Value on the Issue Date and on each Monthly Anniversary Date. The monthly life insurance load per \$1,000 of Face Amount is shown in Table A below.

TABLE A
TABLE OF MONTHLY LOADS
(PER \$1,000 OF FACE AMOUNT)

CONTRACT MONTHLY YEAR LOAD	CONTRACT MONTHLY YEAR LOAD	CONTRACT MONTHLY YEAR LOAD	CONTRACT MONTHLY YEAR LOAD
1 [0.292500]	2 [0.297500]	3 [0.291667]	4 [0.285833]
5 [0.279167]	6 [0.250000]	7 & Up [0.000000]	

Acceleration of Flat Extra and Monthly Load

Notwithstanding any other provision of this Contract to the contrary, if the Contract is surrendered during the first Contract Year then We reserve the right to deduct from the Cash Value so many of the subsequent Monthly Life Insurance Loads and Permanent Monthly Flat Extra Amounts that otherwise would have been due for the first Contract Year as is equal to the remainder of full months (not less than zero) of (a) minus (b), where: (a) is the smaller of twelve (12), or the total premiums paid to date divided by the Minimum Premium Due At Issue; and, (b) is the number of Contract Months already expired.

Section — 1 Definitions

In this Contract, the following words mean:

Attained Age - The Issue Age shown on page 3 increased by 1 on each Contract Anniversary Date. For example, if the Issue Age is 35, then the Attained Age on the 5th Contract Anniversary Date is 40 (35 plus 5). This includes any period during which the Contract was lapsed.

Benchmark Cash Value - On each Monthly Anniversary Date the cash value that would have been produced by the terms of this Contract assuming: (a) the continuous and uninterrupted payment of a monthly premium equal to the Minimum Premium Due At Issue shown on page 3; (b) actual interest rates applied and actual cost of insurance rates used; (c) no direct monthly billing fee; and, (d) no prior Partial Surrenders. The Benchmark Cash Value will never be less than zero.

Beneficiary - The person, persons or entity named in writing by You to receive the Insurance Proceeds at the Insured's death while this Contract is in force.

Contract Anniversary Date - The same day and month as the Issue Date shown on page 3 for each year.

Contract Month - The interval of time from the Issue Date to the Monthly Anniversary Date, and between consecutive Monthly Anniversary Dates.

Contract Year - The interval of time from the Issue Date to the first Contract Anniversary Date, and between consecutive Contract Anniversary Dates.

Cash Value - The amount in this Contract to which We credit interest.

Guaranteed Date - The date to which coverage is guaranteed to continue assuming: (a) You or a payor make continuous and uninterrupted payments of a monthly premium equal to the Minimum Premium Due At Issue shown on page 3 plus any applicable monthly direct billing fee described in Section 4.2, "Planned Periodic Premiums", on page 8; and (b) You take no partial surrenders and have no Indebtedness.

Indebtedness - The sum of any unpaid Contract loans and any accrued and unpaid Contract loan interest.

Insurance Proceeds - The total amount of money We will pay the Beneficiary at the death of the Insured if this Contract is then in force.

Monthly Anniversary Date - The same day of each calendar month as shown on page 3.

Insured - The person whose life is insured under the terms of this Contract. See page 3.

You, Your - The owner of this Contract. The owner may be someone other than the Insured.

We, Our, Us - Texas Life Insurance Company at its Home Office.

Written Request - A writing to exercise any rights under this Contract, appropriately signed and received by Us at Our Home Office in Waco, Texas, on forms that We supply or accept. We may also require that the Contract be sent to Us with any Written Request.

Section — 2 Table of Guaranteed Maximum Monthly Cost of Insurance Rates Per \$ 1,000

The table below is the guaranteed maximum monthly cost of insurance rates We will charge based on the Insured's Attained Age and Rate Class. These rates must be multiplied times the rate class numeral shown on page 3.

Attained Age	Rate Class		Attained Age	Rate Class		Attained Age	Rate Class	
	Non-Tobacco	Tobacco		Non-Tobacco	Tobacco		Non-Tobacco	Tobacco
0	0.05500		41	0.13167	0.25083	82	6.70917	8.82000
1	0.03583		42	0.14417	0.27583	83	7.40500	9.58417
2	0.02583		43	0.15833	0.30583	84	8.17333	10.43083
3	0.02000		44	0.17500	0.33917	85	9.00750	11.35000
4	0.01750		45	0.19250	0.37333	86	9.92833	12.34833
5	0.01667		46	0.21083	0.40833	87	10.94333	13.43417
6	0.01750		47	0.22667	0.44000	88	12.00917	14.54500
7	0.01833		48	0.24083	0.46667	89	13.09917	15.64083
8	0.01833		49	0.25833	0.50083	90	14.08750	16.56917
9	0.01917		50	0.28000	0.54167	91	15.01750	17.38500
10	0.01917		51	0.30667	0.59333	92	16.09167	18.32667
11	0.02250		52	0.33833	0.65500	93	17.32750	19.39167
12	0.02750		53	0.37500	0.72667	94	18.74167	20.68000
13	0.03167		54	0.42000	0.81083	95	20.22750	22.11500
14	0.04083		55	0.47000	0.90000	96	21.70667	23.50500
15	0.05000		56	0.52250	0.99417	97	22.94333	24.60333
16	0.05833		57	0.57417	1.08167	98	23.92167	25.38333
17	0.06500	0.07667	58	0.62583	1.16667	99	25.23750	26.51000
18	0.06833	0.08500	59	0.68500	1.26500	100	26.71417	27.79500
19	0.07000	0.09083	60	0.75583	1.38167	101	28.22250	29.08667
20	0.07083	0.09667	61	0.84083	1.52250	102	29.92500	30.53917
21	0.07083	0.10167	62	0.93917	1.68250	103	31.84500	32.15250
22	0.07167	0.10583	63	1.04500	1.85250	104	33.98750	34.08250
23	0.07250	0.11167	64	1.15667	2.02417	105	36.31083	36.39583
24	0.07333	0.11833	65	1.27250	2.19333	106	38.75417	38.82833
25	0.07500	0.12417	66	1.39167	2.36083	107	41.29333	41.35917
26	0.07833	0.13083	67	1.51750	2.53333	108	43.92167	43.98000
27	0.08083	0.13583	68	1.65083	2.71083	109	46.66917	46.72000
28	0.08000	0.13667	69	1.79917	2.90583	110	49.46500	49.50917
29	0.07917	0.13750	70	1.97167	3.12917	111	52.21917	52.25833
30	0.07833	0.13833	71	2.18000	3.40000	112	54.91333	54.94917
31	0.07833	0.14000	72	2.42083	3.70917	113	57.70083	57.73250
32	0.08000	0.14333	73	2.67583	4.02500	114	61.05500	61.08083
33	0.08250	0.14917	74	2.94917	4.36583	115	64.32250	64.34417
34	0.08583	0.15583	75	3.24667	4.74000	116	67.74167	67.75917
35	0.09000	0.16333	76	3.58083	5.15250	117	71.36667	71.38000
36	0.09500	0.17333	77	3.96583	5.62333	118	74.84750	74.85750
37	0.10083	0.18500	78	4.40750	6.15583	119	78.47250	78.48250
38	0.10667	0.19833	79	4.89917	6.73833	120	83.33333	83.33333
39	0.11333	0.21250	80	5.45333	7.38750			
40	0.12167	0.23000	81	6.06500	8.09500			

Section — 3 Death Benefits

3.1 Insurance Proceeds

The Insurance Proceeds are equal to:

- (a) the death benefit as calculated below; less
- (b) any Indebtedness; and, less
- (c) any premium due and unpaid because the Contract entered the grace period.

The death benefit is the greater of (a) or (b), where:

- (a) is the Face Amount shown on page 3 (or as reduced by the effect of a Partial Surrender); and,
- (b) is the applicable percentage from Table B multiplied by the Cash Value on the date the Insured dies. The percentage is based upon the Insured's Attained Age and changes on each Contract Anniversary Date as shown in Table B below.

Table B

Attained Age	Percentage						
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	94 & Later	101

3.2 Payment of Insurance Proceeds

When We receive due proof that the Insured died while this Contract was in force We will pay the Insurance Proceeds to the Beneficiary. Unless otherwise requested under Section 8, "Optional Income Plans", on page 13, We will pay the Insurance Proceeds in one sum or by placing the amount in an account that earns interest. The Beneficiary will have immediate access to all or any part of the account. Payment of the Insurance Proceeds terminates the Contract. We will pay the Insurance Proceeds within the time required by the law of the State of Arkansas.

We will pay interest on any Insurance Proceeds due. The interest will be an amount that is the greater of:

- (a) the amount required by the law of the State of Arkansas; or
- (b) the amount of interest on the Insurance Proceeds accrued at the current rate of interest for non-life income plans as described in Section 8.6, "Income Plan Rates", on page 14 from the date We received due proof of the Insured's death to the date of payment.

3.3 Effect of Partial Surrender on Insurance Proceeds

A partial surrender will decrease the Insurance Proceeds. If the death benefit is the Face Amount, We will reduce the Face Amount by the amount of the partial surrender. If the death benefit is not the Face Amount, in calculating the new death benefit, We will reduce the Face Amount by the larger of zero, or (a) minus (b) plus (c) where:

- (a) is the amount of the partial surrender;
- (b) is the amount of death benefit prior to the partial surrender; and,
- (c) is the Face Amount.

Section — 4 Premiums and Reinstatement

4.1 Payment of Premiums

An initial premium equal to or greater than the Minimum Premium Due At Issue shown on page 3 is due on the Issue Date. This Contract is not in force until the initial premium has been paid. If premium payments stop, this Contract will continue in force, subject to the Grace Period provision.

Premiums are to be paid to Us at Our Home Office. You may request a receipt signed by one of Our officers.

4.2 Planned Periodic Premiums

Planned Periodic Premiums are shown on page 3. This is the amount and frequency of premiums You selected on the Issue Date. You may change the amount and frequency. You may choose only intervals of 1 month, 6 months (for a Planned Periodic Premium of \$100 or more), or 12 months.

If You choose the monthly interval, payment must be:

- (a) by pre-authorized payment from a bank or institution that permits similar payment;
- (b) as a part of a billing involving five or more employees of a common employer; or,
- (c) by direct payment to Us, but only if premiums for this Contract were previously paid as a part of a billing involving a common employer. For this method of payment We will send You reminder notices each month, and to cover the added handling cost, deduct from each premium a monthly direct billing fee not to exceed \$2.00.

If You choose 6 or 12 month intervals, We will send You reminder notices at the planned payment interval.

4.3 Additional Premiums

You may pay additional premiums at any time while this Contract is in force, except that We may refuse to accept a premium if the death benefit is not the Face Amount.

We will not knowingly accept any premium which would result in the Contract not qualifying as a life insurance contract under the Internal Revenue Code. If We accept any premium in error, We will refund it to You with interest immediately after the error is discovered. The interest rate will be the rate credited to the Cash Value attributable to the premium refunded. Any premiums which We accept in error will not be considered premium paid under this Contract.

4.4 Grace Period

If the Cash Value minus any Indebtedness is less than the monthly deduction on any Monthly Anniversary Date, this Contract will terminate 61 days after such date, unless You or a payor pay premiums sufficient to keep the Contract in force. These 61 days are called the grace period. This Contract is in force during the grace period. If the Insured dies during a grace period, the Insurance Proceeds will still be payable. No less than 30 days before the end of the grace period We will notify You in writing of the Contract entering the grace period. We will also notify any assignee recorded on Our record. All notices will be sent to the last address We have for You and any assignee.

4.5 Continuation of Insurance

If You stop paying premiums, coverage will continue until the Cash Value minus Indebtedness is less than the monthly deduction. Then, this Contract will terminate according to the Grace Period provision.

4.6 Reinstatement

Reinstatement means to place this Contract in force after it terminates because it reached the end of a grace period. We will reinstate this Contract if We receive:

- (a) Your Written Request within three years after this Contract terminates at the end of a grace period;
- (b) Satisfactory proof that the Insured is still insurable at the original rate class;
- (c) Payment or reinstatement of any Indebtedness; and
- (d) A premium large enough to cover all due and unpaid Monthly Deductions, up to a maximum of 12 Monthly Deductions.

If We approve Your Written Request for reinstatement on a Monthly Anniversary Date this Contract will again be in force on that day. If Our approval occurs on any other day this Contract will again be in force as of the preceding Monthly Anniversary Date.

Section — 5 Contract Values

5.1 Cash Value

On each Monthly Anniversary Date the Cash Value is equal to (a) plus (b) plus (c) minus (d) minus (e), where:

- (a) is the Cash Value on the preceding Monthly Anniversary Date;
- (b) is the interest for one month on item (a);
- (c) is all premiums received since the preceding Monthly Anniversary Date, less a premium load not to exceed the percent of premium load of such premiums, as shown on page 3;
- (d) is the monthly deduction for the ensuing month; and
- (e) is the sum of all partial surrenders since the preceding Monthly Anniversary Date.

On the Issue Date the Cash Value is (c) minus (d). On any other day the Cash Value is (a) plus (c) minus (e).

There is no pro-rata crediting of interest or pro-rata monthly deduction between Monthly Anniversary Dates.

5.2 Interest Rate

We guarantee to credit interest at a rate not less than 0.327374% a month, compounded monthly, on the Cash Value. This is equivalent to 4.00% a year, compounded yearly.

We may, in Our discretion, use a higher interest rate. The monthly rate We credit that portion of the Cash Value which equals any Indebtedness will be the guaranteed interest rate.

5.3 Monthly Deductions

The monthly deduction whether or not premium payments are received is (a) plus (b) plus (c) where:

- (a) is the cost of insurance for this Contract and any riders attached to it;
- (b) is the monthly life insurance load as described on page 4; and,
- (c) is the Permanent and Temporary Monthly Flat Extra Amount(s), if any, for this Contract shown on page 3.

5.4 Cost of Insurance

We calculate the cost of insurance for the ensuing month on the Issue Date and on each Monthly Anniversary Date. The cost of insurance is found by multiplying (a) by the remainder of (b) minus (c) where:

- (a) is the cost of insurance rate;
- (b) is the amount of death benefit divided by 1.003274; and
- (c) is the Cash Value.

This cost of insurance divided by 1000 is the cost of insurance per \$1000 of Face Amount. We calculate the cost of insurance for benefits provided by any riders attached to this Contract as provided in those riders.

5.5 Cost of Insurance Rates

The cost of insurance rate depends on the Issue Age, Contract Year and rate class. The guaranteed maximum monthly cost of insurance rate at any time is found by multiplying (a) times (b) where:

- (a) is the monthly cost of insurance rate shown on page 6 for the appropriate Attained Age and rate class; and
- (b) is the rate class numeral shown on page 3.

The monthly cost of insurance rates shown on page 6 are based on the 2001 Commissioners' Standard Ordinary Mortality Table (80) Non-Smoker U Age Last Birthday, and the 2001 Commissioners' Standard Ordinary Mortality Table (80) Smoker U Age Last Birthday. We can use cost of insurance rates that are lower than these guaranteed rates. The cost of insurance rates We use will apply uniformly to all policies of the same class, Issue Age, and

Contract Year. However, the guaranteed maximum cost of insurance rates will apply whenever the Cash Value is less than the Benchmark Cash Value.

5.6 Surrender

While the Insured is alive You may by Written Request surrender this Contract for its Cash Value less any Indebtedness. If You surrender the Contract in the first Contract Year, Cash Value will be calculated applying the Acceleration of Flat Extra and Monthly Load provision on page 4. We will pay You the surrender amount in a lump sum, subject to the Deferment provision on page 12. The amount will be determined as of the date the Written Request is received. If You request to surrender this Contract then all of Our obligations under it will end.

In lieu of a lump sum payment, You may ask that the surrender amount be applied under one of the Optional Income Plans. Upon surrender of this Contract during the grace period and within 30 days after a Contract Anniversary Date, the surrender amount will not be less than it would have been on such date.

5.7 Partial Surrender

While the Insured is alive, You may make a partial surrender. The amount of the partial surrender must be for at least \$500.00 but cannot exceed the amount You would receive if You surrendered this Contract.

5.8 Limited Right to Partial Refund of Premium

If, on any Monthly Anniversary Date on or after the Guaranteed Date shown on page 3, You exercise Your right to surrender this Contract, We will refund You a portion of the premiums paid, *provided that*:

- (a) no prior Partial Surrenders have been taken;
- (b) assuming the Benchmark Cash Value, the payment of a premium for the ensuing Contract Month equal to the Minimum Premium Due At Issue plus any applicable monthly direct billing fee would nevertheless be insufficient to prevent the Contract from entering the Grace Period; and,
- (c) the Cash Value on the effective date of surrender is equal to or greater than the Benchmark Cash Value.

The amount of refund of premium due under this provision is equal to one hundred twenty (120) times the Minimum Premium Due At Issue and will be in addition to the lump sum due on surrender. We will notify You within thirty (30) days prior to the date Your right under this provision first becomes available.

5.9 Maturity Benefit

The Contract will terminate on the Final Policy Date. If the Insured is living and the Contract is in force on the Final Policy Date, We will pay You the Cash Value, if any, less any Indebtedness.

Section — 6 Contract Loans

6.1 Contract Loan

By Written Request while this Contract is in force You may receive cash from Us by taking a Contract loan upon the assignment of this Contract to Us as sole security. If there is an existing loan You can increase it. The most You can borrow at any time is the Cash Value as of the date We receive Your Written Request. We will deduct the amount of any existing Indebtedness from the amount We send You. All or any part of the Indebtedness may be repaid at any time while this Contract is in force. On any Monthly Anniversary Date the total Indebtedness equals or exceeds the Cash Value, this Contract will enter the grace period. You will receive a notice of this event and its effect as described in Section 4.4, "Grace Period", on page 8.

6.2 Interest Rate Charged on Contract Loan

The maximum effective annual interest rate We charge on money You borrow under this Contract is shown on page 3. We can charge interest at a lower rate for any period of time. If We change the interest rate We charge We will notify You and any assignee recorded on Our records. The change will take effect on the next Contract Anniversary Date. Interest to the next Contract Anniversary Date is due and payable on the date the loan is made. Thereafter, interest is due and payable annually on each Contract Anniversary Date. If You do not pay the interest when it is due, any unpaid interest will be added to the amount You borrowed and will be charged the same interest rate.

Section — 7 General Provisions

7.1 Contract

This Contract, a copy of the application attached to it and any riders and endorsements make up the entire Contract between You and Us. All statements made in the application will be considered representations and not warranties. Also, We will not use any statement to void this Contract or defend against any claim made under it unless it is contained in the application. Only Our President or Our Secretary together with one of Our Vice Presidents have the authority to make any changes in this Contract. No other person has the authority to alter or waive any provision of this Contract. Any change must be in writing.

Any additional benefit rider attached to this Contract will become a part of this Contract and will be subject to all the terms and conditions of this Contract, unless We state otherwise in the rider.

7.2 Your Rights

You can exercise Your rights under this Contract while the Insured is alive by making a Written Request. We will also require a Written Request from the assignee if Your Contract is assigned as collateral. We will also require a Written Request from the Beneficiary if You have not reserved the right to change the Beneficiary.

7.3 Misstatement Of Age

If the age of the Insured is misstated in the application, We will adjust the benefits of this Contract. The death benefit shall be the amount purchased by the most recent deduction made for the cost of insurance if the Insured's age had been correctly stated. The Cash Value will then be recalculated using the monthly deductions and interest that would have been charged and credited at the correct age. However, the Cash Value will never be less than zero, and any calculation as a result of this provision will not cause the Contract to terminate.

7.4 Suicide

If the Insured commits suicide, while sane or insane, within two years from the Issue Date, this Contract will immediately terminate, and We will not pay the Insurance Proceeds. The amount We will pay shall be limited to the premiums We actually received for this Contract reduced by the amount of any Contract loan and accrued loan interest then outstanding, and by any prior partial surrenders.

7.5 Incontestability

Except for nonpayment of premiums, this Contract will be incontestable after it has been in force during the lifetime of the Insured for two years from the earlier of the Contract Date or the Issue Date. This provision does not apply to any rider that contains its own incontestability clause.

If this Contract is reinstated, We will not contest the reinstatement after it is again in force during the lifetime of the Insured for two years from the effective date of the reinstatement. For this purpose, if We contest the reinstatement, the contest will be based upon material statement(s) only made in the application for reinstatement.

7.6 Beneficiary

Unless You choose otherwise, any payment to beneficiaries will be paid based on the following order of priority. Payment will be made to:

- (a) The Beneficiary. If more than one Beneficiary is then living, we will pay them in equal shares unless You specify otherwise.
- (b) The contingent Beneficiary, if no Beneficiary is living when a payment is due. If more than one contingent Beneficiary is then living, we will pay them in equal shares unless You specify otherwise.
- (c) The estate of the Insured, if no Beneficiary or contingent Beneficiary is living when payment is due. This payment will be in one sum.

You may change the Beneficiary by Written Request. Unless You specify otherwise, You will not need the permission of the Beneficiary to make another change in the future.

7.7 Computation of Values

We have filed in the state of Arkansas, where this Contract is issued, a detailed statement showing how Contract benefits and reserves are calculated. All values are at least as great as the values required by that state. We use the 2001 Commissioners' Standard Ordinary Mortality Table (80) Non-Smoker U Age Last Birthday, and the 2001 Commissioners' Standard Ordinary Mortality Table (80) Smoker U Age Last Birthday, to calculate minimum Cash Value and reserves. The interest rate used to calculate minimum Cash Values is 5.00% per annum. Reserves are calculated by using a modified preliminary term method, but they are not less than the Commissioners' Reserve Valuation Method reserves. Reserves held on this Contract will never be less than the Cash Value.

All computations assume that premiums are paid annually and that deaths during a Contract Year occur immediately. Any benefits provided by attached riders are excluded from these computations.

7.8 Ownership

As owner, You may by Written Request exercise all rights under Your Contract while the Insured is alive. You may name a contingent owner should You die before the death of the Insured.

7.9 Change of Ownership

By Written Request You may name a new owner at any time. If You designate a new owner, it will not change the Beneficiary or contingent Beneficiary, unless You specify otherwise. The new owner can exercise all the rights of ownership, unless You specify otherwise. No change is binding on Us until We record it. Once recorded, the change binds Us as of the date You signed it. The change will not apply to any payment made by Us before We record Your Written Request.

7.10 Collateral Assignment

Your Contract may be collaterally assigned. We are not bound by the assignment unless You make a Written Request. No assignment is binding on Us until We record it. We are not responsible for determining if Your assignment is valid or the extent of the assignee's interest.

7.11 Annual Report

We will send You a report shortly after each Contract Anniversary Date. This report will show: (a) premiums paid since the last report; (b) the Cash Value at the beginning of the period; (c) interest credited since the last report; (d) Monthly Deductions from the Cash Value since the last report; (e) Indebtedness activity; (f) the Cash Value at the end of the period; and, (g) Insurance Proceeds at the end of the period. Any time after the first Contract Anniversary Date We will provide a hypothetical illustration of future death benefits and Cash Values upon Written Request. The first requested illustration during a Contract Year will be provided free of charge. We may charge a reasonable fee for additional illustrations not to exceed \$25.00. We will make any necessary reasonable assumptions not otherwise prohibited by law.

7.12 Nonparticipating

This Contract does not participate in any distribution of surplus. No dividends are payable.

7.13 Deferment

We may delay paying the Cash Value for up to 6 months from the date We receive Your Written Request for payment. If We delay for 30 days or more, interest will be paid from the date We receive the request at the rate We set from time to time. We also may delay making a Contract loan, except for a loan to pay a premium, for up to 6 months from the date We receive Your Written Request for the loan.

7.14 Tax Considerations

You are encouraged to consult a qualified tax advisor. Neither We nor Our agents are authorized to give tax or legal advice. The following is not intended as tax advice, and it is not a complete statement of what the effect of federal income taxes will be under all circumstances. Rather, it provides information about how We believe the tax law applies in the most common circumstances. There is no guarantee that the current federal income tax laws and

regulations or interpretations will remain the same, and this provision should not be construed to mean that the Insurance Proceeds and or other values will be exempt from the future actions of any tax authority.

We believe that We have taken adequate steps so that this Contract is considered life insurance for tax purposes, and that the Contract is designed to comply with Sections 7702 and 7702A of the Internal Revenue Code of 1986, or any other equivalent section of the Code.

Your individual situation, or that of any Beneficiary, will determine the federal estate taxes and state and local estate, inheritance or other taxes due if You or the Insured die.

7.15 Electronic Documents

This Contract or any notice, Written Request, or report or other document described by this Contract may be delivered in electronic format if:

- (a) applicable law permits delivery of such document in an electronic format; and
- (b) You and We agree to electronic delivery in an agreement that specifies the method of delivery and documents covered and that complies with all applicable laws.

7.16 Governing Law

This Contract is subject to the laws of the state of Arkansas. If any provision of the Contract does not conform to these laws, the Contract will be applied to conform to the law.

Section — 8 Optional Income Plans

The Insurance Proceeds, instead of being paid in one sum, may be applied under one or more of the following Income Plans. Also, at any time while the Contract is in force and the Insured is alive, You may by Written Request ask that:

- (a) all or a part of the Cash Value less any Indebtedness of this Contract be applied under a non-life income plan (a plan which provides a schedule of payments which is not dependent on the lifetime of the payee); or
- (b) all or a part of the Cash Value less any Indebtedness of this Contract be applied under a life income plan (a plan which provides a schedule of payments which depends on the lifetime of one or more payees and which may guarantee that payments will be made for at least a specified number of years).

If only a part of the Cash Value is to be applied, We will pay the balance of the value to You in a single sum. If only a part of the Insurance Proceeds is to be applied after the Insured dies, We will pay the balance of the Insurance Proceeds to the Beneficiary.

8.1 Non-Life Income Plans

Available with respect to the Insurance Proceeds or Cash Value less Indebtedness.

- Option 1.** Interest Income — The amount applied will earn interest which will be paid monthly. Withdrawals of at least \$500 each may be made at any time by Written Request.
- Option 2.** Installment Income for a Stated Period — We will pay monthly installment payments so that the amount applied, with interest, will be paid over the period chosen (from 1 to 30 years). See Table 1.
- Option 2A.** Installment Income of a Stated Amount — We will pay monthly installment payments of a chosen amount until the entire amount applied, with interest, is paid.

8.2 Life Income Plans

Available with respect to the Insurance Proceeds or Cash Value less Indebtedness.

- Option 3.** Single Life Income - With Guaranteed Payment Period — We will pay monthly payments during the lifetime of the payee with a chosen guaranteed payment period of 10, 15 or 20 years. See Table 2.
- Option 3A.** Single Life Income — Installment Refund — We will pay monthly payments during the lifetime of the payee. If the payee dies before the total amount applied under this plan has been paid, the remainder will be paid in one sum as a death benefit. See Table 2.

Option 4. Joint and Survivor Life Income — We will pay monthly payments jointly to two persons during their lifetime and will continue during the remaining lifetime of the survivor. See Table 3.

8.3 Other Frequencies and Plans

Instead of monthly payments, You may choose to have payments made quarterly, semiannually or annually. Other Income Plans may be arranged which are mutually agreeable to You and Us.

8.4 Choice of Income Plans

A choice of Income Plan for any Insurance Proceeds made by You while the Insured is alive will take effect when the Insured dies. All other choices of Income Plans will take effect when recorded by Us, or later, if requested. When an Income Plan starts, We will issue an agreement which will describe the terms of the plan. We may require that You send Us this Contract. We may also require proof of the payee's age.

Income Plans may be chosen:

- (a) By You during the lifetime of the Insured.
- (b) By the Beneficiary within one year after the date the Insured dies and before any payment has been made to the Beneficiary, if no election was in effect on the date of death.

A choice of an Income Plan will not become effective unless each payment under the plan would be at least \$50.

8.5 Limitations

If the payee is not a natural person, the choice of an income plan will be subject to Our approval.

Income plan payments may not be assigned and, to the extent permitted by law, will not be subject to the claims of creditors.

8.6 Income Plan Rates

Amounts applied under the non-life income plans will earn interest at a rate We set from time to time. That rate will never be less than 3% a year.

Life income plan payments will be based on a rate set by Us and in effect on the date the Insurance Proceeds become payable or on the date the Cash Value less Indebtedness is applied. The minimum rates are shown in Tables 2 and 3 following, and are based upon the 2000 Mortality Table for individual annuities and a guaranteed interest rate of 3% per annum.

8.7 Minimum Payments under Optional Income Plans

Monthly payments under Options 2, 3, and 4 for each \$1,000 applied will not be less than the amount shown in the following Tables. Monthly life income payments will not be less than those that would be provided to a person in the same class as the Insured by a single payment immediate annuity bought with an equal amount at the time monthly payments start.

Section — 9 Tables For Optional Income Plans

Table 1

Installment Income for a Stated Period
MONTHLY PAYMENTS FOR EACH \$1,000 APPLIED

YEARS PAYABLE	MONTHLY PAYMENT	YEARS PAYABLE	MONTHLY PAYMENT	YEARS PAYABLE	MONTHLY PAYMENT
1	\$84.47	11	\$8.86	21	\$5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.27
10	9.61	20	5.51	30	4.18

Annual, semi-annual or quarterly payments will be determined by multiplying the monthly payment by 11.838, 5.963 or 2.991, respectively.

Table 2

Single Life Income
 GUARANTEED PAYMENT PERIOD OR INSTALLMENT REFUND

AGE	LIFE ONLY	GUARANTEED PERIOD			INSTALLMENT REFUND
		10 YEARS	15 YEARS	20 YEARS	
35	3.22	3.22	3.21	3.21	3.22
36	3.25	3.24	3.24	3.23	3.24
37	3.28	3.27	3.27	3.26	3.27
38	3.31	3.30	3.30	3.29	3.30
39	3.34	3.34	3.33	3.32	3.34
40	3.38	3.37	3.36	3.35	3.37
41	3.41	3.41	3.40	3.39	3.41
42	3.45	3.44	3.44	3.42	3.44
43	3.49	3.48	3.47	3.46	3.48
44	3.53	3.52	3.51	3.50	3.52
45	3.57	3.57	3.55	3.54	3.57
46	3.62	3.61	3.60	3.58	3.61
47	3.67	3.66	3.64	3.62	3.66
48	3.72	3.71	3.69	3.66	3.71
49	3.77	3.76	3.74	3.71	3.76
50	3.83	3.81	3.79	3.76	3.81
51	3.89	3.87	3.85	3.81	3.87
52	3.95	3.93	3.90	3.86	3.93
53	4.01	3.99	3.96	3.92	3.99
54	4.08	4.06	4.02	3.97	4.06
55	4.15	4.13	4.09	4.03	4.13
56	4.23	4.20	4.16	4.09	4.20
57	4.31	4.28	4.23	4.15	4.28
58	4.40	4.36	4.30	4.22	4.36
59	4.49	4.45	4.38	4.28	4.45
60	4.59	4.54	4.46	4.35	4.54
61	4.69	4.63	4.55	4.42	4.63
62	4.80	4.73	4.64	4.49	4.74
63	4.92	4.84	4.73	4.57	4.84
64	5.04	4.95	4.83	4.64	4.96
65	5.18	5.07	4.93	4.71	5.08
66	5.32	5.20	5.03	4.78	5.20
67	5.47	5.33	5.14	4.85	5.34
68	5.64	5.47	5.25	4.92	5.48
69	5.82	5.62	5.36	4.99	5.63
70	6.01	5.78	5.47	5.05	5.79
71	6.21	5.94	5.58	5.11	5.95
72	6.44	6.11	5.70	5.17	6.13
73	6.68	6.29	5.81	5.22	6.31
74	6.94	6.48	5.92	5.27	6.49
75	7.22	6.67	6.03	5.31	6.69
76	7.52	6.86	6.13	5.35	6.89
77	7.85	7.06	6.22	5.38	7.09
78	8.21	7.26	6.31	5.40	7.30
79	8.60	7.46	6.39	5.43	7.51
80	9.02	7.66	6.47	5.45	7.71

Values for ages not shown will be furnished upon request.

Table 3

Joint and Survivor Life Income
 MINIMUM AMOUNT OF EACH MONTHLY PAYMENT FOR EACH \$1,000 APPLIED

AGE	AGE OF SECOND PARTICIPANT								
	40	45	50	55	60	65	70	75	80
40	3.14	3.20	3.25	3.29	3.32	3.34	3.35	3.36	3.37
41	3.15	3.22	3.27	3.31	3.34	3.37	3.38	3.39	3.40
42	3.17	3.24	3.29	3.34	3.37	3.40	3.42	3.43	3.44
43	3.18	3.25	3.32	3.37	3.41	3.43	3.45	3.47	3.48
44	3.19	3.27	3.34	3.39	3.44	3.47	3.49	3.51	3.52
45	3.20	3.29	3.36	3.42	3.47	3.50	3.53	3.55	3.56
46	3.21	3.30	3.38	3.45	3.50	3.54	3.57	3.59	3.60
47	3.22	3.32	3.40	3.48	3.54	3.58	3.61	3.63	3.65
48	3.23	3.33	3.43	3.51	3.57	3.62	3.66	3.68	3.70
49	3.24	3.35	3.45	3.53	3.61	3.66	3.70	3.73	3.75
50	3.25	3.36	3.47	3.56	3.64	3.70	3.75	3.78	3.80
51	3.26	3.37	3.49	3.59	3.68	3.75	3.80	3.83	3.85
52	3.27	3.39	3.51	3.62	3.71	3.79	3.85	3.89	3.91
53	3.27	3.40	3.53	3.65	3.75	3.84	3.90	3.94	3.97
54	3.28	3.41	3.54	3.67	3.79	3.88	3.95	4.00	4.04
55	3.29	3.42	3.56	3.70	3.83	3.93	4.01	4.06	4.10
56	3.29	3.43	3.58	3.73	3.86	3.98	4.07	4.13	4.17
57	3.30	3.44	3.60	3.75	3.90	4.03	4.12	4.20	4.24
58	3.31	3.45	3.61	3.78	3.94	4.07	4.19	4.27	4.32
59	3.31	3.46	3.63	3.80	3.97	4.12	4.25	4.34	4.40
60	3.32	3.47	3.64	3.83	4.01	4.17	4.31	4.42	4.49
61	3.32	3.48	3.66	3.85	4.04	4.22	4.38	4.49	4.58
62	3.32	3.48	3.67	3.87	4.08	4.27	4.44	4.58	4.67
63	3.33	3.49	3.68	3.89	4.11	4.32	4.51	4.66	4.77
64	3.33	3.50	3.69	3.91	4.14	4.37	4.58	4.75	4.87
65	3.34	3.50	3.70	3.93	4.17	4.42	4.65	4.84	4.97
66	3.34	3.51	3.71	3.95	4.20	4.47	4.72	4.93	5.09
67	3.34	3.52	3.72	3.96	4.23	4.52	4.79	5.02	5.20
68	3.35	3.52	3.73	3.98	4.26	4.56	4.86	5.12	5.32
69	3.35	3.53	3.74	3.99	4.29	4.61	4.93	5.22	5.45
70	3.35	3.53	3.75	4.01	4.31	4.65	5.00	5.32	5.58
71	3.35	3.53	3.75	4.02	4.34	4.69	5.06	5.42	5.71
72	3.35	3.54	3.76	4.03	4.36	4.73	5.13	5.52	5.85
73	3.36	3.54	3.77	4.04	4.38	4.77	5.20	5.62	5.99
74	3.36	3.54	3.77	4.05	4.40	4.80	5.26	5.72	6.14
75	3.36	3.55	3.78	4.06	4.42	4.84	5.32	5.82	6.28
76	3.36	3.55	3.78	4.07	4.43	4.87	5.38	5.92	6.43
77	3.36	3.55	3.79	4.08	4.45	4.90	5.43	6.01	6.58
78	3.36	3.55	3.79	4.09	4.46	4.93	5.48	6.11	6.73
79	3.37	3.56	3.79	4.10	4.48	4.95	5.53	6.20	6.88
80	3.37	3.56	3.80	4.10	4.49	4.97	5.58	6.28	7.02

Values for ages not shown will be furnished upon request.

Accelerated Death Benefit Rider

Important Notice: Insurance Proceeds, cash values, and loan values will be reduced to zero and will not be paid if We pay You the Accelerated Death Benefit under this Rider.

Important Tax Notice: The Accelerated Death Benefit under this Rider is intended to qualify for favorable income tax treatment under §101(g) of the Internal Revenue Code of 1986 as amended by Public Law 104-191. If the Accelerated Death Benefit qualifies for such favorable tax treatment, the benefit will be excludable from your income and not subject to federal income taxation. Tax laws relating to acceleration of life insurance benefits are complex. **You should consult a qualified tax or legal advisor to determine the effect on You. Neither We nor Our agents are authorized to give tax or legal advice.**

Public Assistance Program Notice: Receipt of the Accelerated Death Benefit may affect your, your spouse's or your family's eligibility for medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You should consult a qualified tax or legal advisor and with social services agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Section — 1 Benefit

Subject to the terms of this Rider, We will pay You an Accelerated Death Benefit during the lifetime of the Insured, if the Insured is Terminally Ill. Upon payment of the Accelerated Death Benefit, the Contract and Our obligations under it terminate. Our obligations under any riders, endorsements and supplemental benefits attached to the Contract will be determined by their terms as if the Insured had died.

Section — 2 Definitions

Words defined in the Contract have the same meaning in this Rider unless otherwise indicated. In this Rider the following words mean:

Accelerated Death Benefit — means the amount payable under this Rider as defined below.

Insurance Proceeds — means the amount We would otherwise pay to the beneficiaries as described in the Contract upon the death of the Insured in the absence of this Rider.

Physician — means a legally qualified duly licensed practitioner of the healing arts under the laws of a state or territory of the United States, who is acting within the scope of his or her license. It does not include You, any member of Your immediate family, the Insured, any member of the Insured's immediate family, or any other person with an immediate financial interest in the payment of the Accelerated Death Benefit.

Terminally Ill — means an injury or sickness that, despite appropriate medical care, is reasonably expected to result in the Insured's death within twelve (12) months or less from the date We receive a Written Request making claim for payment of the Accelerated Death Benefit.

Section — 3 Amount of Accelerated Death Benefit

The amount of Accelerated Death Benefit is equal to the result of (a) multiplied times (b) minus the sum of (c) plus (d), where:

(a) is the Insurance Proceeds on the date the Accelerated Death Benefit is due and payable under this Rider;

- (b) is 92%;
- (c) is an administrative fee equal to the lesser of \$150.00 or 7% of the Insurance Proceeds; and,
- (d) is any due and unpaid monthly deduction described in the Contract.

Section — 4 Payment of Accelerated Death Benefit

We will pay the Accelerated Death Benefit if the Insured is diagnosed by a Physician as being Terminally Ill, *provided:*

- (a) the diagnosis of the terminal illness is first made at least ninety (90) days after the Effective Date of this Rider, unless such illness results from accidental bodily injury, in which case the 90-day waiting period will be waived;
- (b) any irrevocable beneficiary consents to the payment of the Accelerated Death Benefit in writing on a form We provide;
- (c) any assignee recorded on Our records to which the Contract is then collaterally assigned consents to the payment of the Accelerated Death Benefit in writing on a form We provide;
- (d) the Contract and this Rider are then in force;
- (e) a Physician provides Us a certified written medical opinion and supporting due proof satisfactory to Us that the Insured is Terminally Ill;
- (f) We receive the Contract, a Written Request making claim for payment of the Accelerated Death Benefit, and the Insured's authorization on a form We supply allowing Us to obtain and disclose information concerning the Insured; and,
- (g) upon demand, You and the Insured consent to a second medical diagnosis at Our expense by a Physician of Our choosing, in which case We may rely exclusively upon the second medical opinion to determine whether the Insured is Terminally Ill.

Payment due under this Rider will be paid to You in a single sum, and only once.

Section — 5 Limitation

The Accelerated Death Benefit will not be paid if upon the death of the Insured all or a portion of the Insurance Proceeds are payable to a former spouse or trustee as part of a divorce decree or property settlement, or child support order.

Section — 6 Statement of Payment and Benefit Payment Notice

When You make a claim for payment of the Accelerated Death Benefit by Written Request, within twenty days, We will give You a written statement detailing the following:

- (a) the amount payable if the claim is approved;
- (b) the fact that such payment reduces the Contract's Insurance Proceeds, cash values, and loan values to zero;
- (c) that Our obligations under the Contract and any riders, endorsements and supplemental benefits attached to it will then cease; and,
- (d) that no future benefits are payable to You or any other person or entity except that Our obligations under any riders, endorsements and supplemental benefits attached to the Contract will be determined by their terms as if the Insured had died.

If We pay You the Accelerated Death Benefit, We will give You a benefit payment notice containing the same information at the time of payment.

Section — 7 Termination

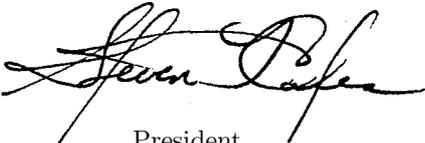
This Rider will end when any one of the following events occur:

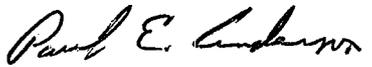
- (a) We receive Your Written Request to cancel this Rider; or,
- (b) the Contract terminates for the first time after the expiration of the Grace Period.

Section — 8 Effective Date

The effective date of this Rider is the same as the Issue Date unless otherwise shown on the line below:

Effective Date: _____


President


Secretary

This page intentionally left blank

TEXASLIFE INSURANCE
COMPANY

Since 1901 | 900 WASHINGTON | POST OFFICE BOX 830 | WACO, TEXAS 76703-0830

FLEXIBLE PREMIUM LIFE INSURANCE TO AGE 121

Life insurance is payable if the Insured dies before age 121.

Coverage continues if Cash Value less
indebtedness covers the monthly deduction.

Cash Value, if any, less indebtedness is payable at the Final Policy Date.

Non-participating. Rate class as shown on page 3 of the Contract.

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
10M015_Read_Cert.pdf		
10M016_Read_Cert.pdf		
10M015-E_Read_Cert.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The applications that will be used with the policy form are on the Form Schedule tab.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: This is not a Health aproduct.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Policy Cost and Benefit Statement		
Comments:		
Attachment:		
Policy Cost & Benefit Statement.pdf		

	Item Status:	Status Date:
Satisfied - Item: No Illustration Certification		

SERFF Tracking Number: METF-126529366 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 45264
Company Tracking Number: PRFNG-NI-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Individual Life Insurance to Age 121
Project Name/Number: /PRFNG-NI-10

Comments:

Attachment:

No Illus Cert.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification for Bulletin 11-83

Comments:

Attachment:

AR Cert of Bull 11-83.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification for Bulletin 19

Comments:

Attachment:

AR Cert of Bull 19.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification of Compliance

Comments:

Attachment:

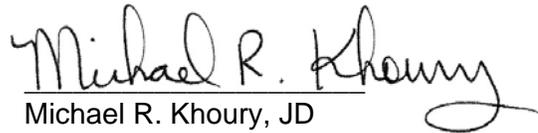
AR cert of comp.pdf

TEXASLIFE

INSURANCE COMPANY

**CERTIFICATION OF READABILITY
FORM: 10M015**

This is to certify that Texas Life Insurance Company Form 10M015 has achieved a Flesch Reading Ease Score of 54.10.



Michael R. Khoury, JD
Director Product Development,
Claims and Records

Texas Life Insurance Company
Waco, Texas

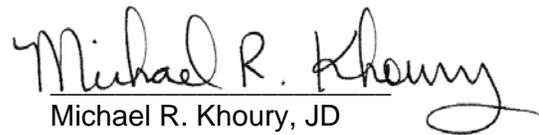
Date: 14 March 2010

TEXASLIFE

INSURANCE COMPANY

**CERTIFICATION OF READABILITY
FORM: 10M016**

This is to certify that Texas Life Insurance Company Form 10M016 has achieved a Flesch Reading Ease Score of 57.00.



Michael R. Khoury, JD
Director, Product Development,
Claims and Records

Texas Life Insurance Company
Waco, Texas

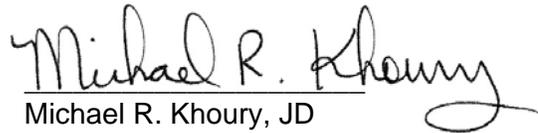
Date: 15 March 2010

TEXASLIFE

INSURANCE COMPANY

**CERTIFICATION OF READABILITY
FORM: 10M015-E**

This is to certify that Texas Life Insurance Company Form 10M015-E has achieved a Flesch Reading Ease Score of 50.50.



Michael R. Khoury, JD
Director Product Development,
Claims and Records

Texas Life Insurance Company
Waco, Texas

Date: 15 March 2010

TEXASLIFE INSURANCE COMPANY

Policy Cost and Benefit Statement

Policy Form: PRFNG-NI-10 Flexible Premium Life Insurance to Age 121

Agent	Insured: John T. PolicyHolder
John Q. AlphabetAgent	Issue Age: 35
First Financial General Agency	Contract Number: CL0000001
Tampa, TX76700	Face Amount: 100,000.00

Maximum Contract Loan Interest Rate: 7.4% in advance

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
END YEAR	PLANNED ANNUAL PREMIUM	END OF YEAR GUARANTEED CASH VALUE	BEGINNING OF YEAR GUARANTEED DEATH BENEFIT
1	1,117.30	0	100,000.00
2	1,117.30	630.25	100,000.00
3	1,117.30	1,274.27	100,000.00
4	1,117.30	1,944.99	100,000.00
5	1,117.30	2,643.60	100,000.00
6	1,117.30	3,371.41	100,000.00
7	1,117.30	4,155.38	100,000.00
8	1,117.30	5,267.02	100,000.00
9	1,117.30	6,410.65	100,000.00
10	1,117.30	7,586.06	100,000.00
11	1,117.30	8,792.21	100,000.00
12	1,117.30	10,029.96	100,000.00
13	1,117.30	11,300.29	100,000.00
14	1,117.30	12,607.82	100,000.00
15	1,117.30	13,956.43	100,000.00
16	1,117.30	15,344.87	100,000.00
17	1,117.30	16,771.23	100,000.00
18	1,117.30	18,232.88	100,000.00
19	1,117.30	19,727.40	100,000.00
20	1,117.30	21,252.58	100,000.00
21	1,117.30	22,803.25	100,000.00
22	1,117.30	24,377.62	100,000.00
23	1,117.30	25,976.45	100,000.00
24	1,117.30	27,603.66	100,000.00
25	1,117.30	29,262.67	100,000.00
At Age 60	1,117.30	30,950.73	100,000.00
At Age 65	1,117.30	39,626.68	100,000.00
At Age 70	1,117.30	48,622.14	100,000.00

TEXASLIFE INSURANCE COMPANY

Policy Cost and Benefit Statement

Policy Form: PRFNG-NI-10 Flexible Premium Life Insurance to 121

Agent	Insured: John T. PolicyHolder
John Q. AlphabetAgent	Issue Age: 35
First Financial General Agency	Contract Number: CL0000001
Tampa, TX76700	Face Amount: 100,000.00

Maximum Contract Loan Interest Rate: 7.4% in advance

Cost Indexes

	GUARANTEED	
	10 YEARS	20 YEARS
SURRENDER	4.52	4.61
NET PAYMENT	11.17	11.17

Refer to the life insurance buyer's guide for an explanation of the intended use of these indexes. The interest adjusted Cost Indexes shown are one measure of the cost of protection and other services rendered by the Company. While a lower index number generally represents a better value than a higher one, it does not necessarily define true cost. Use it to compare. Your actual indexes may increase or decrease depending upon future cost of insurance rates, credited interest rates and the time when surrender or death occurs.

This summary assumes the payment of the Planned Periodic Premium of \$ 1,117.30 on the Issue Date and at each Planned Payment Interval (Annual) thereafter, assuming no Indebtedness and no prior partial surrenders.

On each Contract Anniversary Date we will provide an annual report. If, assuming guaranteed interest, cost of insurance rates and loads, the Contract's surrender value will not maintain the life insurance coverage in force until the end of the next reporting period unless further premium payments are made, a notice to that effect will be included in the report.

This policy has a Benchmark Cash Value which is the cash value produced assuming: (a) the continuous and uninterrupted payment of a monthly premium equal to \$ 42.50; (b) actual interest rates applied and actual cost of insurance rates used; (c) no direct monthly billing fee applied; and, (d) no prior Partial Surrenders.

Guaranteed factors are based upon the 2001 CSO Mortality Table-C, Age Last Birthday, loading and interest at 4% credited to the cash value. No surrender charges apply.

This is a current experience policy. Future results will depend upon future economic factors. The Company, in its sole discretion, at any time may credit higher than guaranteed interest rates. Likewise, it may use a scale of cost of insurance rates more favorable than the policy's maximum rates based upon criteria such as amount of cash value, premiums paid and contract year, but only when actual cash value equals or exceeds the Benchmark Cash Value.

If the only premiums paid are the Planned Premiums (see policy page 3) then, if we were never to credit more than the guaranteed minimum interest and always charge the guaranteed maximum cost of insurance rates, the policy will lapse on July 3, 2096.

TEXASLIFE INSURANCE COMPANY

Policy Cost and Benefit Statement

Policy Form: PRFNG-NI-10 Flexible Premium Life Insurance to 121

Agent	Insured:	John T. PolicyHolder
John Q. AlphabetAgent	Issue Age:	35
First Financial General Agency	Contract Number:	CL0000001
Tampa, TX76700	Face Amount:	100,000.00

Maximum Contract Loan Interest Rate: 7.4% in advance

Percent of Premium Load

A Maximum Premium Load of 4.00% will be deducted from each premium paid.

Monthly Life Insurance Loads

A permanent monthly life insurance load of \$1.44 will be included in the monthly deduction deducted from the Cash Value on the Issue Date and on each Monthly Anniversary Date.

A monthly life insurance load will be included in the monthly deduction deducted from the Cash Value on the Issue Date and on each Monthly Anniversary Date. The monthly life insurance load per \$1,000 of Face Amount is shown in Table A below.

**TABLE A
TABLE OF MONTHLY LOADS
(Per \$1,000 of Face Amount)**

Contract Year	Monthly Load						
1	0.292500	2	0.297500	3	0.291667	4	0.285833
5	0.279167	6	0.250000	7 & Up	0.000000		

Policy Cost and Benefit Statement

Policy Form: PRFNG-NI-10 Flexible Premium Life Insurance to 121

Agent	Insured: John T. PolicyHolder
John Q. AlphabetAgent	Issue Age: 35
First Financial General Agency	Contract Number: CL0000001
Tampa, TX76700	Face Amount: 100,000.00

Maximum Contract Loan Interest Rate: 7.4% in advance

Accelerated Death Benefit Due to Terminal Illness Rider

Rider Form: ICC07-ULABR-07

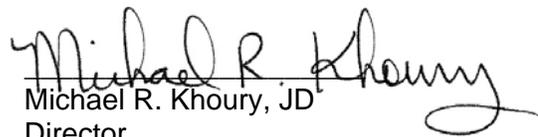
Your life insurance Contract includes an Accelerated Death Benefit Due to Terminal Illness Rider. For each Contract year the rider is in effect, the rider does not pay a Guaranteed Death Benefit, but provides for payment of an amount defined in the rider upon the Insured's Terminal Illness. There is no separate annual premium for this rider.

TEXASLIFE INSURANCE COMPANY

Notification of policy form to be marketed without illustrations

Form: PRFNG-NI-10

Texas Life Insurance Company herein is providing notification that it intends to market the above referenced form without the use of an illustration.



Michael R. Khoury, JD
Director
Product Development, Claims, &
Records

Date: 17 March 2010



CERTIFICATION

The undersigned, an officer of Texas Life Insurance Company, does hereby certify that he has personally reviewed the guidelines of Arkansas Bulletin Number 11-83, and does further certify that form PRFNG-NI-10 does comply with the guidelines of such Bulletin.

A handwritten signature in black ink that reads "Michael Khoury". The signature is written in a cursive style and is positioned above a horizontal line.

Michael Khoury, JD
Director
Product Development, Claims and Records

Date: 24 March 2010



CERTIFICATION

The undersigned, an officer of Texas Life Insurance Company, Waco, Texas, does hereby certify that he has personally reviewed the guidelines of Arkansas Bulletin Number 19, Unfair Sex Discrimination in the Sale of Insurance, and does comply with the guidelines of such Bulletin.

A handwritten signature in black ink that reads "Michael Khoury". The signature is written over a horizontal line.

Michael Khoury, JD

Director

Product Development, Claims and Records

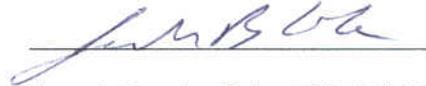
Date: 24 March 2010

TEXASLIFE

INSURANCE COMPANY

CERTIFICATION OF COMPLIANCE

This is to certify that the actuarial demonstration for policy form PRFNG-NI-10 is in compliance with Regulation 34 for the state of Arkansas (Valuation and Nonforfeiture), and that when calculating reserves under the minimum reserve method in Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.



Joseph Barclay Cole, FSA, MAAA
Actuary and Chief Pricing Officer

Date: 3/24/2010

SERFF Tracking Number: METF-126529366 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 45264
 Company Tracking Number: PRFNG-NI-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Individual Life Insurance to Age 121
 Project Name/Number: /PRFNG-NI-10

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/24/2010	Form	Electronic Application	05/21/2010	AR 10M015AR -E with Stike Rid.pdf (Superseded)

Proposed Insured(s)

NAME	STATUS	SEX	SOCIAL		AGE	BENEFICIARY/RELATIONSHIP
			SECURITY No.	BIRTH DATE		
Jane Doe	EMP	F	999-99-3600	09-29-1969	35	Johnny / Child
John Spouse Doe, Sr.	SPS	M	999-99-3601	09-29-1970	34	Jane Doe / John Spouse Doe's Wife
Johnny Doe Jr.	DEP	M	159-75-3456	11-24-1998	6	Jane Doe / Parent

Employee Information (applicant and policy owner):

NAME: Jane Doe SOCIAL SECURITY No: 999-99-3600
 ADDRESS: 123 Main Street, Smalltown, AR 13579
 PERSONAL EMAIL ADDRESS: DAYTIME PHONE: 987-654-3210 Ext. EVENING PHONE: 123-456-7890 Ext.
 EMPLOYER: Online App Test Company HIRE DATE: 3-24-1999 PAYROLL FREQUENCY: Monthly

Spouse's Occupation: Technology

Coverages and Premium

PLAN NAME: [PureLife-plus] POLICY FORM: [PRFNG-NI-10]

NAME	FACE AMT	ADB AMT	WAIVER BENEFIT	CHILD	UNION	TOTAL PREMIUM
				TERM AMT	STRIKE RIDER	
Jane Doe	100000	0	No	0	No	42.50
John Spouse Doe, Sr.	50000	0	No	0	No	33.50
Johnny Doe Jr.	25000	0	No	0	No	7.75
Total Planned Premium						83.75

REPLACEMENT

Will proposed coverage replace or change any existing insurance or annuity policy? Yes
policy No 12345

QUESTION No.		EMPLOYEE	SPOUSE	CHILDREN
(1)	Within the 12 months, has any proposed insured age 17 or older used tobacco in any form?	No	Yes	No
(2a)	During the last six months, has the proposed insured been actively at work on a full time basis, performing usual duties?	Yes	Yes	N/A
(2b)	During the last six months, has the proposed insured been absent from work due to illness or medical treatment for a period of more than five consecutive working days?	No	No	N/A
(2c)	During the last six months, has the proposed insured been disabled or received tests, treatment or care of any kind in a hospital or nursing	Yes	No	No

QUESTION NO.**EMPLOYEE****SPOUSE****CHILDREN**

home or received chemotherapy, hormonal therapy for cancer, radiation therapy, dialysis treatment, or treatment for alcohol or drug abuse?
Jane Doe - Test, Treatment, or Care in a Hospital :: Surgery :: Other
 Yes, Spouse has seen a dr

ADDITIONAL QUESTIONS FOR**EMPLOYEE**

- | | | |
|------|--|-----|
| (3a) | <p>Within the past five years, has any proposed insured consulted a physician, been observed at a hospital or clinic, or been advised to have a surgical operation?
 <i>Jane Doe - Jane Doe saw Dr. Brown for severe abdominal pain. He sent her for further testing.</i></p> | Yes |
| (3b) | <p>Within the past five years, has any proposed insured had an X-ray, EKG, lab test, blood test, or any other medical test or study?
 <i>Jane Doe - Jane Doe's lab work and a sonogram revealed an ectopic pregnancy. She was admitted to the hospital and scheduled for surgery the next morning.</i></p> | Yes |
| (3c) | <p>Within the past five years, has any proposed insured used heroin, cocaine, marijuana, PCP, or any other narcotic, hallucinogenic, sedative or legally controlled substance, except as prescribed by a physician?</p> | No |
| (3d) | <p>Within the past five years, has any proposed insured been diagnosed or treated by a member of the medical profession as having AIDS (Acquired Immune Deficiency Syndrome) or the HIV (Human Immunodeficiency Virus) infection?</p> | No |
| (4a) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for heart or circulatory disease or abnormality, chest pain, shortness of breath, murmur, stroke, or high blood pressure?</p> | No |
| (4b) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for alcohol or drug abuse, or disorder of the stomach, liver, intestines, or kidneys?</p> | No |
| (4c) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for cancer, tumor, diabetes, or disorder of the blood?</p> | No |
| (4d) | <p>Within the past ten years, has any proposed insured been diagnosed with or been treated for asthma, lung disease, seizure, depression, or mental, psychiatric, or neurologic disorder?</p> | No |
| (5) | <p>Is any proposed insured taking any prescribed medication at regular intervals?</p> | No |

QUESTION No.

EMPLOYEE

(6) What is the height, weight, and birth state of each proposed insured?
Jane Doe - Height: 5' 4" Weight: 127 lbs Birth State: OK

(7) Personal physician for each proposed insured:
Jane Doe - Dr. B.Brown, Smalltown, OK

Any person who knowingly and with intent to defraud any insurance company or other person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

REPRESENTATIONS: I represent to the best of my knowledge and belief that all statements and answers in this application are complete, true and correctly recorded, and are made as a consideration for the insurance applied for. I understand that Texas Life Insurance Company will rely on my statements and answers as being true and complete in deciding whether to issue insurance on the proposed insured. Insurance is effective under the policy only when it is delivered to the owner, if the full first premium is paid in cash and all of the statements in this application remain correct and complete.

X  _____
EMPLOYEE (AND POLICY OWNER) SIGNATURE

X  _____
SPOUSE SIGNATURE IF TO BE INSURED

<u>John Q Agent</u>	<u>9999988</u>	<u>03-05-2010</u>	<u>APURELIFEPLUSCITYWITH-A-VERYLONGNAME</u>	<u>AR</u>
PRINT ENROLLER/AGENT NAME	AGT. NO.	DATE	CITY	STATE

X  _____
ENROLLER / AGENT SIGNATURE