

SERFF Tracking Number: WDMM-126692054 State: Arkansas
Filing Company: Woodmen of the World Life Insurance Society State Tracking Number: 46038
Company Tracking Number: REVISED NLGUL CERT 8205 3-10 & RIDERS 8208 3-10, 8211 3-10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Revised NLGUL Cert, ABR & Unisex Rider
Project Name/Number: /

Filing at a Glance

Company: Woodmen of the World Life Insurance Society

Product Name: Revised NLGUL Cert, ABR & Unisex Rider
SERFF Tr Num: WDMM-126692054 State: Arkansas
TOI: L09I Individual Life - Flexible Premium
SERFF Status: Closed-Approved- Closed State Tr Num: 46038
Adjustable Life
Sub-TOI: L09I.001 Single Life
Co Tr Num: REVISED NLGUL CERT 8205 3-10 & RIDERS 8208 3-10, 8211 3-10 State Status: Approved-Closed

Filing Type: Form
Reviewer(s): Linda Bird
Author: Lee Ann Anderson
Disposition Date: 06/28/2010
Date Submitted: 06/24/2010
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval
Domicile Status Comments: Approved in domicile by Interstate Insurance Product Commission on 6-21-10
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission
Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 06/28/2010
Explanation for Other Group Market Type:
State Status Changed: 06/28/2010
Deemer Date: Created By: Lee Ann Anderson
Submitted By: Lee Ann Anderson
Corresponding Filing Tracking Number:
Filing Description:

The attached forms are being submitted for your review and approval. These forms were previously filed and approved by your Department on May 10, 2010 (SERFF Filing #WDMM-126590153). These forms have not yet been issued by Woodmen therefore the form numbers will not be changed. These forms have been revised to be consistent with

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changes required upon filing these forms with the Interstate Insurance Product Commission. The changes that have been made are listed below.

These forms will be marketed to new and existing customers through the use of Woodmen career agents. The premiums for these forms are sex distinct. Application Form 5055 R-3/10, which has been resubmitted by separate filing (SERFF Tracking #WDMM-126692087), will be used to apply for the enclosed certificate and rider.

CERTIFICATE FORM 8205 3-10

Certificate Form 8205 3-10 will be illustrated and has been revised as follows:

- The following statement has been added below the certificate description on the cover page: "Benefits, values and premiums are indeterminate, may increase or decrease, and are not guaranteed as to fixed dollar amounts. The interest rate credited will not be less than the guaranteed minimum annual interest rate."
- The "Reinstatement" provision has been revised by adding item #6 reading "Surrender charges shown on the Table of Full Surrender and Partial Surrender Charges page will apply as if the certificate had not lapsed, measured from the certificates effective date."
- An "Ownership" provision has been added reading as follows: "You may change the owner of this certificate by sending a written request to our Home Office. This transfers all your rights and duties to a new owner. The new owner may then make any change the certificate allows. Once recorded by us, the change, unless otherwise specified by the owner, will take effect on the date the written request is signed by the owner, subject to any payments made or actions taken by us prior to receipt of this notice. If there are joint owners, each owner will have rights under this certificate. We reserve the right to restrict changes in ownership in order to satisfy applicable laws or regulations."
- The "Assignment" provision has been revised by adding an additional sentence at the end which reads "We reserve the right to restrict the availability of assignments in order to satisfy applicable laws or regulations."
- The "Basis of Reserves and Cash Values" has been replaced with a "Basis of Cash Values" provision which reads "Guaranteed cash values for this certificate are based on the 2001 Commissioner's Standard Ordinary Smoker and Nonsmoker ultimate mortality tables, age last birthday. Guaranteed interest is at the rate of 3% per year, compounded yearly. Surrender values are not less than the minimum values required by or pursuant to the NAIC Universal Life Insurance Regulation. A detailed statement of the method of computation of cash values and surrender values has been filed with the insurance department of the state in which this certificate is delivered."

ACCELERATED DEATH BENEFIT RIDER FORM 8208 3-10

SERFF Tracking Number: WDM-126692054 State: Arkansas
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Product Name: Revised NLGUL Cert, ABR & Unisex Rider
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Accelerated Death Benefit Rider Form 8208 3-10 is available on an optional basis with Certificate Form 8205 3-10 at time of issue and can also be added after the date of issue. This rider has been revised by adding the following three sentences to the end of the "Accelerated Death Benefit" provision:

"The accelerated death benefit is paid to the owner or owner's estate while the insured is living, unless the benefit has been otherwise assigned or designated by the owner.

Prior to the payment of the accelerated death benefit, we shall obtain from any assignee or irrevocable beneficiary a signed acknowledgement of concurrence for payout. If we are the assignee under the certificate, no acknowledgement is required.

If the insured dies after the owner elects to receive accelerated death benefits but before any such benefits are paid, the election shall be cancelled and the death benefit paid pursuant to the certificate."

UNISEX AMENDMENT ENDORSEMENT FORM 8211 3-10

Unisex Amendment Endorsement Form 8211 3-10 will be used with the enclosed certificate in sale situations where unisex rates are required by the Norris decision. The "Basis of Reserves and Cash Values" provision has been replaced with a "Basis of Cash Values" provision reading as follows: "Guaranteed cash values for this certificate are based on the 2001 CSO(80) Smoker and Nonsmoker ultimate mortality tables, age last birthday. Guaranteed interest is at the rate of 3% per year, compounded yearly. Surrender values are not less than the minimum values required by or pursuant to the NAIC Universal Life Insurance Regulation. A detailed statement of the method of computation of cash values and surrender values has been filed with the insurance department of the state in which this certificate is delivered."

The enclosed forms are submitted in final print and are subject to only minor modification in paper stock, ink, border, company logo, and adaptation to electronic media and computer printing.

Company and Contact

Filing Contact Information

Lee Ann Anderson, Senior Compliance Analyst landerson@woodmen.org
1700 FARNAM STREET 402-661-6206 [Phone]
OMAHA, NE 68102 402-449-7732 [FAX]

Filing Company Information

Woodmen of the World Life Insurance Society CoCode: 57320 State of Domicile: Nebraska

SERFF Tracking Number: WDMM-126692054 State: Arkansas
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 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Revised NLGUL Cert, ABR & Unisex Rider

Project Name/Number: /

1700 FARNAM STREET
 OMAHA, NE 68102
 (402) 271-7279 ext. [Phone]

Group Code:
 Group Name:
 FEIN Number: 47-0339250

Company Type:
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form x 3 = \$150.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Woodmen of the World Life Insurance Society	\$150.00	06/24/2010	37491765

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TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life
Adjustable Life
Product Name: Revised NLGUL Cert, ABR & Unisex Rider
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/28/2010	06/28/2010

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Disposition

Disposition Date: 06/28/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Form	Flexible Premium Adjustable Life Insurance Certificate		Yes
Form	Accelerated Death Benefit Rider		Yes
Form	Unisex Amendment Endorsement		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FORM 8205 3-10	Policy/Cont Flexible Premium ract/Fratern Adjustable Life Insurance Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		53.000	8205 3-10 NLGUL Certificate.pdf
	FORM 8208 3-10	Policy/Cont Accelerated Death ract/Fratern Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51.400	8208 3-10 ABR Rider.pdf
	FORM 8211 3-10	Policy/Cont Unisex Amendment ract/Fratern Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51.400	8211 3-10 Unisex Rider.pdf

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY

A Fraternal Benefit Society

Home Office: 1700 Farnam Street, Omaha, Nebraska 68102
[www.woodmen.org]

**PARTICIPATING FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE
DEATH PROCEEDS PAYABLE AT DEATH OF INSURED
FLEXIBLE PREMIUMS
NO LAPSE GUARANTEE**

Benefits, values and premiums are indeterminate, may increase or decrease, and are not guaranteed as to fixed dollar amounts. The interest rate credited will not be less than the guaranteed minimum annual interest rate.

INSURED [JOHN L WOODMEN]

CERTIFICATE NUMBER [123456789]

RIGHT TO EXAMINE CERTIFICATE: All premiums paid will be returned if the owner wants to cancel this certificate within [20] days from the date it is received. To cancel this certificate, give it to our representative who delivered it or send it to our Home Office at 1700 Farnam Street, Omaha, Nebraska 68102.

This is a legal contract between the owner and Woodmen of the World Life Insurance Society.

READ THIS CERTIFICATE CAREFULLY.

We agree to provide the benefits described in this certificate and have caused it to be signed by our President and Secretary at Omaha, Nebraska, on its effective date.

[Danny E. Cummins]

President

[Pamela Hernandez]

Secretary

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Riders and amendments, if any, and a copy of the certificate application are attached following Page 19.

CERTIFICATE INFORMATION

EFFECTIVE DATE [July 1, 2010]

CERTIFICATE NUMBER [123456789]

INSURED [JOHN L WOODMEN]

INSURED'S AGE [35] **[SEX]** [Male]

OWNER as named in the contract unless ownership has been transferred.

FACE AMOUNT OF INSURANCE \$[100,000]

MAXIMUM INITIAL SURRENDER CHARGE \$[2,517.00]

PLANNED PREMIUM \$[1,002.63]***

INTERVAL OF PLANNED PREMIUM PAYMENT [Annual]

MATURITY DATE [July 1, 2095]*

**This certificate provides life insurance coverage to the maturity date if sufficient premiums are paid. The maturity date is the certificate anniversary on or after the 120th birthday of the insured. Based on the planned premium, the guaranteed rates and charges, and the no lapse guarantee rates and charges, coverage may expire prior to the maturity date. The certificate may expire prior to the maturity date if any of the following occur:*

- *Changes are made to the amount, frequency, or timing of premium payments;*
- *Changes are made to the face amount or rating class;*
- *Loans or partial surrenders are taken;*
- *Cost of insurance or certificate charges increase;*
- *Interest rate decreases;*
- *Reinstatement of the certificate; or*
- *Addition or modification of any rider.*

NO LAPSE GUARANTEE PREMIUM \$[1,002.63]***

INTERVAL OF NO LAPSE GUARANTEE PREMIUM [Annual]

NO LAPSE GUARANTEE PERIOD [July 1, 2095]**

***This certificate is guaranteed to stay in force until the end of the no lapse guarantee period if:*

- *The amount of premium that you pay is at least as great as the no lapse guarantee premium shown;*
- *The premiums that you pay are received at least as frequently as the interval of no lapse guarantee premium shown;*
- *No changes are made to the face amount or rating class;*
- *No loans or partial surrenders are taken;*
- *The certificate has not been reinstated; or*
- *No addition or modification of any rider is made.*

***Fraternal dues are not included in premium amounts.

PREPARED ON [07/01/10]

SCHEDULE OF BENEFITS

BENEFIT DESCRIPTION	BENEFIT AMOUNT	RATING CLASS	RATING CLASS FACTOR	MONTHLY COST OF INSURANCE
Flexible Premium Adjustable Life Insurance	[\$100,000]	[Substandard/ Non-Tobacco][*]	[2.00]	See Page 5
[Waiver of Monthly Deduction Rider]		[Substandard/ Non-Tobacco][*]	[3.00]	[See Page 5a]
[Accidental Death Benefit Rider]	[\$100,000]	[Standard/ Non-Tobacco][*]	[1.00]	[\$5.92]
[Accelerated Death Benefit Rider]				[\$0.00]

[*Premium must cover an additional amount because of increased risk due to a tobacco classification and/or special rating class.]

Refunds under this certificate are not guaranteed and are not anticipated to be paid.

See riders for rider expiry date as date may vary from certificate maturity date.

PREPARED ON [07/01/10]

CERTIFICATE GUARANTEED RATES AND CHARGES

INTEREST RATES

Minimum Annual Interest Rate: 3.00% per year
Loan Interest Rate: 8.00% per year

CERTIFICATE CHARGES

Maximum Monthly Charge: \$7.50 per month
Maximum Monthly Unit Charge: \$[0.073] per \$1,000 face amount of insurance
Maximum Premium Charge: 10% of premium paid each certificate year

SURRENDER CHARGES

See Table of Full Surrender and Partial Surrender Charges

[MONTHLY FLAT EXTRA RATE]

[\$[0.05] per \$1,000 until [July 1, 2070]]

**MAXIMUM CERTIFICATE COST OF INSURANCE RATES PER \$1,000
 RATING CLASS FACTOR – [2.00]
 (See Cost of Insurance provision)**

ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE
[35	[0.09333	[64	[0.96775	[93	[19.94000
36	0.09750	65	1.08200	94	21.40250
37	0.10333	66	1.28905	95	22.85083
38	0.11083	67	1.53583	96	24.26500
39	0.11750	68	1.75917	97	25.77167
40	0.10513	69	1.91917	98	27.37833
41	0.10863	70	2.10583	99	29.09250
42	0.11011	71	2.33250	100	30.73000
43	0.11000	72	2.59750	101	32.18250
44	0.10866	73	2.87667	102	33.72750
45	0.10777	74	3.17667	103	35.37000
46	0.12015	75	3.50333	104	37.10583
47	0.13585	76	3.87167	105	38.93417
48	0.15050	77	4.30000	106	40.87500
49	0.16267	78	4.79750	107	42.93417
50	0.17538	79	5.35500	108	45.11917
51	0.19164	80	5.97667	109	47.43500
52	0.21147	81	6.65250	110	49.88750
53	0.23434	82	7.36833	111	52.48583
54	0.25900	83	8.15000	112	55.23583
55	0.28615	84	9.01917	113	58.14583
56	0.33480	85	9.98583	114	61.22083
57	0.38567	86	11.04917	115	64.46917
58	0.43973	87	12.19833	116	67.89667
59	0.50351	88	13.42000	117	71.51083
60	0.61230	89	14.70167	118	75.31667
61	0.68445	90	15.97833	119	79.30583
62	0.77815	91	17.23500	120]	83.33333]
63]	0.87098]	92]	18.55167]		

PREPARED ON [07/01/10]

**[GUARANTEED COST OF INSURANCE RATES PER \$1,000
FOR WAIVER OF MONTHLY DEDUCTION RIDER
RATING CLASS FACTOR – [3.00]**

ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE
[35	[0.00432	[50	[0.01782
36	0.00500	51	0.02052
37	0.00520	52	0.02478
38	0.00594	53	0.02990
39	0.00672	54	0.03718
40	0.00649	55	0.04553
41	0.00671	56	0.05808
42	0.00693	57	0.07371
43	0.00715	58	0.09020
44	0.00737	59	0.10950
45	0.00770	60	0.14271
46	0.00876	61	0.16995
47	0.01092	62	0.20826
48	0.01260	63	0.24816
49	0.01456]	64]	0.29557]

PREPARED ON [07/01/10]

MINIMUM DEATH BENEFIT FACTORS
(See Minimum Death Benefit provision)

ATTAINED AGE	FACTOR	ATTAINED AGE	FACTOR	ATTAINED AGE	FACTOR
[35	[4.099	[64	[1.860	[93	[1.112
36	3.968	65	1.834	94	1.101
37	3.841	66	1.787	95	1.088
38	3.719	67	1.742	96	1.074
39	3.601	68	1.699	97	1.056
40	3.488	69	1.657	98	1.032
41	3.378	70	1.617	99	1.040
42	3.274	71	1.579	100	1.040
43	3.173	72	1.542	101	1.040
44	3.077	73	1.508	102	1.040
45	2.985	74	1.475	103	1.040
46	2.898	75	1.444	104	1.040
47	2.814	76	1.414	105	1.040
48	2.734	77	1.386	106	1.040
49	2.655	78	1.359	107	1.040
50	2.580	79	1.334	108	1.040
51	2.507	80	1.310	109	1.040
52	2.438	81	1.288	110	1.040
53	2.372	82	1.268	111	1.040
54	2.309	83	1.248	112	1.040
55	2.250	84	1.230	113	1.040
56	2.194	85	1.213	114	1.040
57	2.142	86	1.197	115	1.040
58	2.093	87	1.183	116	1.040
59	2.046	88	1.169	117	1.040
60	2.002	89	1.157	118	1.040
61	1.961	90	1.145	119	1.040
62	1.924	91	1.134	120]	1.040]
63]	1.890]	92]	1.123]		

PREPARED ON [07/01/10]

NO LAPSE GUARANTEE RATES AND CHARGES*

INTEREST RATES

Annual Interest Rate: [6.00]% per year
 Loan Interest Rate: 8.00% per year

CERTIFICATE CHARGES

Monthly Unit Charge: \$[0.168] per \$1,000 face amount of insurance
 Premium Charge: [10]% of premium paid each certificate year [in excess of \$[1,273.31] until July 1, 2030]

SURRENDER CHARGES

See Table of Full Surrender and Partial Surrender Charges

[MONTHLY FLAT EXTRA RATE] [\$[0.05] per \$1,000 until [July 1, 2070]]

**NO LAPSE GUARANTEE COST OF INSURANCE RATES PER \$1,000
 RATING CLASS FACTOR – [2.00]**

ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE
[35	[0.02842	[64	[0.77370	[93	[16.35080
36	0.03474	65	0.85423	94	17.55005
37	0.04158	66	0.93581	95	18.73768
38	0.04790	67	1.02107	96	19.89730
39	0.05474	68	1.11108	97	20.87505
40	0.06105	69	1.21213	98	22.17645
41	0.06790	70	1.33003	99	23.56493
42	0.07579	71	1.47319	100	24.89130
43	0.08421	72	1.64056	101	26.38965
44	0.09421	73	1.81688	102	27.99383
45	0.10579	74	2.00636	103	29.35710
46	0.11948	75	2.21268	104	31.16890
47	0.13474	76	3.17477	105	33.09404
48	0.15053	77	3.52600	106	34.74375
49	0.16527	78	3.93395	107	36.92338
50	0.18000	79	4.39110	108	38.80248
51	0.19632	80	4.90087	109	41.26845
52	0.21474	81	5.45505	110	43.40213
53	0.23632	82	6.11572	111	46.18753
54	0.26001	83	6.76450	112	48.60753
55	0.28895	84	7.48591	113	51.16833
56	0.32001	85	8.28824	114	54.48654
57	0.35369	86	9.17081	115	57.37756
58	0.38948	87	10.12462	116	60.42803
59	0.42685	88	11.13860	117	63.64464
60	0.49580	89	12.20238	118	67.78500
61	0.55422	90	13.26202	119	71.37525
62	0.62212	91	14.13270	120]	75.00000]
63]	0.69633]	92]	15.21237]		

*These rates and charges are used only to perform the no lapse guarantee test.

**TABLE OF FULL SURRENDER AND PARTIAL SURRENDER CHARGES
FOR EACH \$1,000 FACE AMOUNT OF INSURANCE**

END OF CERTIFICATE YEAR	SURRENDER CHARGE
1	[23.91
2	22.65
3	21.39
4	20.14
5	18.88
6	17.62
7	16.36
8	15.10
9	13.84
10	12.59
11	11.33
12	10.07
13	8.81
14	7.55
15	6.29
16	5.03
17	3.78
18	2.52
19	1.26
20	0.00]

PREPARED ON [07/01/10]

PART 1 – DEFINITIONS

ATTAINED AGE

The age shown on the Certificate Information page plus the number of certificate anniversaries that have passed since the effective date shown on the Certificate Information page.

DEATH BENEFIT

The greater of the face amount of insurance as shown on the Certificate Information page or the minimum death benefit (see PART 2, MINIMUM DEATH BENEFIT section).

EFFECTIVE DATE

The date the certificate takes effect as shown on the Certificate Information page. This date is used to determine certificate years, certificate anniversaries, and premium payment periods.

BENEFIT MEMBER

The member is the insured.

INSURED

The person on whose life this certificate is written.

MONTHLY ANNIVERSARY

The same date as the effective date for each subsequent month unless the month does not contain that date. In that case, the monthly anniversary will be the last day of the calendar month.

OWNER, YOU, YOUR

The person, persons, or entity who owns the certificate and is entitled to exercise all rights and privileges provided in the certificate while the insured is living and the certificate is in force. The owner of this certificate is the insured unless a different owner(s) is named or ownership is transferred. The owner is referred to as “you” and “your”.

REQUEST

A form of communication we receive in our Home Office providing the information we need either in writing or another manner that we approve in advance.

WE, OUR, US

Woodmen of the World Life Insurance Society, also referred to as “we,” “our,” and “us.”

PART 2 – CERTIFICATE BENEFITS

DEATH PROCEEDS

We will pay the death proceeds to the beneficiary if the insured dies while this certificate is in force, subject to the terms of this certificate.

The death proceeds will be determined as of the date of the insured's death and will be the sum of:

- The death benefit.
- Any refunds on deposit with interest.
- Any paid-up additional insurance.
- Any premium received after the date of death.

AND MINUS

- Any debt with interest secured by this certificate.
- Any monthly deductions due if death occurs during the grace period.

The death proceeds will be paid in one sum if the owner has so elected. If an optional method of payment has been elected, payment will be made under the settlement option chosen. Options are shown in PART 8, SETTLEMENT OPTIONS.

MINIMUM DEATH BENEFIT

This certificate is intended to qualify as life insurance under the Internal Revenue Code. The minimum death benefit required is equal to the cash value times the minimum death benefit factor shown on the Minimum Death Benefit Factors page. The applicable minimum death benefit factors are based on the Cash Value Accumulation Test.

EXTENSION OF MATURITY DATE

The maturity date may be extended beyond the date shown on the Certificate Information page by the owner's written request. The new maturity date will be the date requested by the owner. After the original maturity date:

1. We will not accept additional premium payments, except amounts required to keep the certificate in force under the grace period.
2. We will continue to credit interest monthly.
3. Interest on any certificate loans will continue to accrue and become part of any indebtedness.
4. We will not deduct any monthly deductions.
5. New certificate loans and loan repayments will be permitted.
6. Partial surrenders can continue to be made.

THE CERTIFICATE MAY NOT QUALIFY AS LIFE INSURANCE UNDER FEDERAL TAX LAW AFTER THE INSURED REACHES THE MATURITY DATE AND MAY BE SUBJECT TO ADVERSE TAX CONSEQUENCES. A TAX ADVISOR SHOULD BE CONSULTED BEFORE THE OWNER CHOOSES TO CONTINUE THE CERTIFICATE BEYOND THE MATURITY DATE.

FACE AMOUNT DECREASES

Decreases in the face amount will become effective on the monthly anniversary on or immediately preceding our approval of the change. After the first certificate anniversary, the owner may make face amount decreases by written request subject to the following:

1. Each decrease must not be less than \$5,000.
2. The minimum face amount that must remain in force after any decrease must be at least \$25,000.

If cash value is withdrawn from the certificate as a result of decrease, there will be a surrender charge as shown on the Table of Full Surrender and Partial Surrender Charges page.

LOANS

CASH LOAN. We will loan to the owner any amount up to the surrender value of this certificate. Request for a loan must be made to our Home Office. We have the right to defer the granting of any cash loan for up to six months from the date the loan is requested. Loans will affect refunds paid on this certificate.

INTEREST. Interest on all loans will be at the rate shown on the Certificate Guaranteed Rates and Charges page per year, compounded yearly. Any interest not paid when due will be added to the loan and bear interest at the same rate.

EFFECT OF LOANS. All loans will be a debt to us secured solely by this certificate. This certificate will terminate without value 31 days after the total debt secured by it, including interest due and accrued, equals or exceeds its surrender value, unless the no lapse guarantee test is met. However, it will not terminate until 31 days after we have mailed notice of termination to the owner's last known address, and to the assignee of record, if any. Taking a loan will adversely affect the No Lapse Guarantee unless you pay additional premiums.

REPAYMENT OF LOANS. Loans may be repaid in full or in part at any time. You must identify any payment intended as a loan repayment; otherwise, it will be treated as a premium payment. Loan debt not repaid will be deducted from any benefits paid under this certificate.

PART 3 – CERTIFICATE VALUES

CASH VALUES

The rates and charges used to determine cash value may change based on actual experience with regard to mortality, expense, lapses, and investment return. Rates and Charges will not be less favorable than the guarantees shown on the Certificate Guaranteed Rates and Charges page.

On any day, the cash value will be the cash value on the prior day:

- Plus premiums received by us on that day;
- Less a premium charge;
- Plus interest credited on that day;
- Less any partial surrenders on that day;
- Less any surrender charge applied on that day;
- And, if that day is a monthly anniversary, less the monthly deduction made on that day for coverages to the next monthly anniversary.

MONTHLY DEDUCTION

The monthly deduction for the current month shall be the cost of insurance for the death benefit, plus the cost of insurance for any riders, plus any monthly flat extra rate, plus monthly charges that will not exceed the maximums shown on the Certificate Guaranteed Rates and Charges page.

INTEREST RATE

Interest is credited daily on the cash value. The interest rate credited will not be less than the guaranteed minimum annual interest rate shown on the Certificate Guaranteed Rates and Charges page. We may credit interest in excess of the guaranteed rate. However, we will not credit excess interest on the portion of the cash value equal to any debt. Whenever the cash value is zero or negative, no interest will be applied to the cash value.

COST OF INSURANCE

The monthly cost of insurance for the death benefit will be calculated on the monthly anniversary as:

$[A - B] \times C$ where:

A = The result of the death benefit on that day divided by 1.00246627.

B = The cash value on the prior day plus premiums received by us on that day less a premium charge, less any partial surrenders on that day, less any surrender charges applied on that day, less the monthly charges.

C = The monthly rate for the insured's attained age multiplied by the rating class factor.

The monthly rate, the premium charge, and the monthly charges, will not exceed those shown on the Certificate Guaranteed Rates and Charges page.

See the Schedule of Benefits page for the monthly cost of insurance and the rating class factor(s) for riders.

REFUNDS

This is a participating certificate. It will share in refunds, if any, as declared by our Board of Directors at the second certificate year end and each following certificate year end. Refunds are amounts returned if actual experience with regard to mortality, expense, lapses, and investment return is more favorable than assumed in setting the premiums for this certificate. Refunds are affected by any loans with interest secured by this certificate. We do not anticipate declaring refunds under this certificate.

According to the option chosen in the application or in a later request, such refunds will be as described in one of the options shown below.

- CASH. Paid in cash.
- REFUNDS ON DEPOSIT. Left with us to accumulate at interest. Interest will be at the rate of 3% per year or such higher rate as may be set by us.

Refunds will be left with us to accumulate at interest if another option has not been chosen or the option chosen is not applicable. The accumulated amount on deposit may be withdrawn at any time by request of the owner to our Home Office.

PART 4 – NO LAPSE GUARANTEE

NO LAPSE GUARANTEE

When the no lapse guarantee is in effect, this certificate will not enter a grace period even if the cash value less any debt is insufficient to cover the monthly deduction. Certificate benefits will continue as long as the no lapse guarantee is in effect.

The no lapse guarantee is in effect when the no lapse guarantee test is met.

NO LAPSE GUARANTEE TEST

The no lapse guarantee test uses the rates and charges shown for the no lapse guarantee on the No Lapse Guarantee Rates and Charges page. The no lapse guarantee test is used only to determine if the no lapse guarantee is in effect. It is not used to determine the cash value or death proceeds of the certificate.

On any day, the no lapse guarantee is in effect if the result of the no lapse guarantee test is greater than zero regardless of the certificate's cash value less any debt.

On any day, the no lapse guarantee test result will be the no lapse guarantee test result on the prior day:

- Plus premiums credited by us on that day;
- Less a premium charge;
- Plus interest credited on that day;
- Less any partial surrenders on that day;
- Less any surrender charges applied on that day;
- Less any debt with interest secured by this certificate;
- And, if that day is a monthly anniversary, less the monthly deduction made on that day for coverages to the next monthly anniversary.

NO LAPSE PREMIUM CREDITING

Any premium received after the beginning of the certificate month will be credited to the no lapse guarantee test as if paid at the beginning of the certificate month.

NO LAPSE GUARANTEE MONTHLY DEDUCTION

The monthly deduction for the current month shall be the cost of insurance for the face amount, plus the cost of insurance for any riders, plus any monthly flat extra rate, plus the monthly charges shown on the No Lapse Guarantee Rates and Charges page.

NO LAPSE GUARANTEE INTEREST RATE

The annual interest rate used for the no lapse guarantee test is shown on the No Lapse Guarantee Rates and Charges page. If the result of the no lapse guarantee test is negative, no interest will be applied to the test result.

NO LAPSE GUARANTEE COST OF INSURANCE

The monthly cost of insurance for the face amount will be calculated on the monthly anniversary as:

[A – B] x C where:

A = The face amount on that day.

B = The no lapse guarantee test result on the prior day plus premiums credited by us on that day less a premium charge, less any loans taken that day, less any partial surrenders on that day, less any surrender charges applied on that day, less the monthly charges.

C = The monthly rate for the insured's attained age multiplied by the rating class factor.

The monthly rate, the premium charge, and the monthly charges are shown on the No Lapse Guarantee Rates and Charges page.

See the Schedule of Benefits page for the monthly cost of insurance and the rating class factor(s) for riders.

ACTIONS IMPACTING NO LAPSE GUARANTEE

Any of the following actions could impact the length of time the no lapse guarantee is in effect:

- Changes are made to the amount, frequency, or timing of premium payments;
- Changes are made to the face amount or rating class;
- Any loans or partial surrenders are taken;
- The certificate is reinstated; or
- Addition or modification of any rider has been made.

WAIVER OF MONTHLY DEDUCTIONS

If monthly deductions are being waived under a waiver of monthly deduction rider attached to this certificate, the no lapse guarantee monthly deductions will also be waived.

PART 5 – THE CONTRACT**ENTIRE CONTRACT**

The contract between the owner and us consists of:

- This certificate.
- Riders, endorsements and amendments, if any.
- The application, a copy of which is attached to this certificate, and any supplemental applications for modification of this certificate which are based upon evidence of insurability.
- Our Articles of Incorporation.
- Our Constitution and Laws.

The Articles of Incorporation and the Constitution and Laws and any amendments to them are binding on the owner and the beneficiary but will not take away or reduce any of the benefits payable under this certificate.

This certificate is granted in consideration of the application and payment of premiums.

MODIFICATION

Only we may change, reduce or add to the terms of this certificate. Any change must be in writing and signed by our President or Secretary. No one else has the right to modify this certificate.

STATEMENTS IN THE APPLICATION

Statements made by or for the applicant in the application are by law representations and not warranties. Only statements signed by the applicant and attached to this certificate can be used to contest this certificate.

INCONTESTABILITY

This certificate will be incontestable after it has been in force while the insured is alive for two years from its effective date. If this certificate is reinstated and proof of insurability is required, it will again become contestable. Any contest will be limited to written statements made to gain reinstatement. This certificate will be incontestable after it has been in force while the insured is alive for two years from the reinstatement date. See PART 7, REINSTATEMENT.

APPLICABLE STATE LAW

The terms of this certificate will be governed by the laws of the state in which it is delivered.

PART 6 – PREMIUMS

PREMIUMS

“Premium” means a payment for the insurance and is to be paid along with fraternal dues. The first premium is payable at our Home Office or to our authorized representative. All other premiums are payable at our Home Office without notice. A receipt signed by an officer will be sent on request.

FRATERNAL DUES

Fraternal dues are payable with the premiums and will be sent by us to the lodge where membership is held. If no future premiums are planned, dues are payable yearly to our Home Office. Dues will be deducted from refunds, if any. To maintain fraternal benefits and membership, fraternal dues must be paid.

PLANNED PREMIUMS

The planned premium shown on the Certificate Information page is the premium chosen by the applicant. We will send payment reminder notices to the owner on written request. The notices may be sent annually, semi-annually, or quarterly. We will also arrange for payment of planned premiums by Preauthorized Collection. In this case, no reminder notices will be sent.

Changes in frequency and increases or decreases in the amount of planned premium payments may be made by the owner, however, such changes may affect the length of time the certificate is in effect (see PART 7, CONTINUATION). We reserve the right to limit the amount of any increase in frequency or amount of planned premium only in order to keep the certificate qualified as life insurance in accordance with the provisions and modifications of the Internal Revenue Code.

ADDITIONAL PREMIUMS

Additional premium payments may be made by the owner while the certificate is in force. However, we reserve the right to refund additional premium payments made by the owner in order to keep the certificate qualified as life insurance in accordance with the provisions and modifications of the Internal Revenue Code unless the premium is necessary to continue coverage.

If any premium payment increases the certificate's death benefit by more than it increases the cash value, we reserve the right to refund the premium payment or use it to repay any indebtedness. If the premium payment is not refunded or used toward indebtedness, an increase in death benefit will be required.

GRACE PERIOD

On any monthly anniversary, if the cash value less any indebtedness is not sufficient to cover the monthly deduction for the coming month and if the no lapse guarantee test is not met, a grace period of 61 days will be given for the payment of enough premium to continue this certificate in force for two months. If the no lapse guarantee test has been met, the certificate will not enter the grace period.

If the premium is not paid, this certificate will terminate on the later of 1) 61 days, or 2) 31 days after notice of termination is sent to the last known address for the owner and any assignee of record, and any refunds on deposit with us will be returned to the owner. This certificate will remain in force during this grace period. If the insured dies within the grace period, any monthly deduction(s) due that remain unpaid will be deducted from the death proceeds.

PART 7 – TERMINATION, REINSTATEMENT, SURRENDER AND CONTINUATION

TERMINATION

This certificate will terminate when one of the following occurs:

1. We receive written request for surrender;
2. The insured dies;
3. The maturity date is reached;
4. The grace period ends without the required premium being paid.

REINSTATEMENT

This certificate may be reinstated within three years after the end of the grace period while the insured is living. Reinstatements take effect and coverage commences on the day they are approved at the Home Office. Reinstatements are subject to the following:

1. All unpaid monthly deductions through the end of the grace period plus a premium sufficient to keep the certificate in force at least two months following the date of reinstatement must be paid. The cash value after reinstatement will be:
 - a. The cash value on the date the grace period began;
 - b. Plus the premium paid to reinstate the certificate;
 - c. Minus premium charges that will not exceed the premium charges shown on the Certificate Guaranteed Rates and Charges page; and
 - d. Minus monthly deductions during the grace period.
2. If payment is made more than fifteen days after the end of the grace period, we may require proof, at the owner's expense, that the insured is insurable.
3. Any certificate loan existing at the end of the grace period must be either repaid or reinstated. Certificate loans will not accrue interest from the end of the grace period to the date of reinstatement.
4. We will notify you of the amount you must pay to reinstate your coverage and any additional amount needed to meet the no lapse guarantee test assuming no certificate changes are made from the date of calculation to the date we receive your payment.
5. The no lapse guarantee test result immediately after reinstatement will be:
 - a. The no lapse guarantee test result on the date the grace period began;
 - b. Plus the premium paid to reinstate the certificate;
 - c. Minus premium charges shown on the No Lapse Guarantee Rates and Charges page;

- d. Minus monthly deductions during the grace period; and
 - e. Minus monthly deductions occurring on or after the end of the grace period and before the date of reinstatement.
6. Surrender charges shown on the Table of Full Surrender and Partial Surrender Charges page will apply as if the certificate had not lapsed, measured from the certificate's effective date.

SURRENDER VALUE

We will pay the surrender value of this certificate, plus any refunds on deposit with us, to the owner after receipt of this certificate and written request for surrender at the Home Office. The surrender value is the cash value less any debt with interest, and less any surrender charge. We reserve the right to defer the payment of the surrender value for not more than six months after receipt of a written request for surrender subject to our having submitted written request and obtaining approval from the Insurance Commissioner. Unless a settlement option is chosen, the surrender value will be paid in one sum. If this certificate is surrendered within 30 days following a certificate anniversary, the surrender value will not be less than the surrender value on that anniversary minus any partial surrenders or loans made on or after the anniversary.

SURRENDER CHARGE

A surrender charge, as shown on the Table of Full Surrender And Partial Surrender Charges page, will be deducted from the available cash value if all or part of this certificate is surrendered before 240 monthly deductions have been made. The surrender charge decreases annually.

PARTIAL SURRENDER

During the lifetime of the insured, this certificate may be partially surrendered by written request. The partial surrender may be any amount not to exceed the surrender value. The partial surrender amount will be deducted from the cash value. Taking a partial surrender will adversely affect the No Lapse Guarantee unless you pay additional premiums.

The partial surrender will decrease the face amount by the amount of the partial surrender and any applicable surrender charge. The face amount remaining in force will be subject to the minimum permitted by us.

We reserve the right to limit the number and amount of partial surrenders in a certificate year. We also reserve the right to defer payment of partial surrender amounts for not more than six months. There will be a surrender charge on a partial surrender as shown on the Table of Full Surrender And Partial Surrender Charges page.

CONTINUATION

The certificate will continue in force until the maturity date shown on the Certificate Information page if there is enough cash value to pay each monthly deduction, subject to the No Lapse Guarantee provision. We will pay you any remaining surrender value on the maturity date if the insured is then living and the certificate is in force.

If there is not enough cash value to pay any monthly deduction and the no lapse guarantee is not in effect, the Grace Period provision will apply.

PART 8 – GENERAL PROVISIONS

MISSTATEMENT OF AGE OR SEX

The insured's age on the Certificate Information page is the age of the insured on the effective date.

If the insured's age or sex has been misstated, all death proceeds will be those the premiums paid would have purchased for the insured's true age and sex.

SUICIDE EXCLUSION PERIOD

If the insured dies by suicide while sane or insane within two years from the effective date, the certificate proceeds at death will be:

1. The premiums paid, without interest; less
2. Any debt and interest; less
3. Any partial surrenders.

OWNERSHIP

You may change the owner of this certificate by sending a written request to our Home Office. This transfers all your rights and duties to a new owner. The new owner may then make any change the certificate allows. Once recorded by us, the change, unless otherwise specified by the owner, will take effect on the date the written request is signed by the owner, subject to any payments made or actions taken by us prior to receipt of this notice. If there are joint owners, each owner will have rights under this certificate. We reserve the right to restrict changes in ownership in order to satisfy applicable laws or regulations.

ASSIGNMENT

You may assign this certificate by sending a written request to our Home Office. Once recorded by us, assignments, unless otherwise specified by the owner, will take effect on the date the notice of assignment is signed by the owner, subject to any payments made or actions taken by us prior to receipt of this notice. We are not responsible for the validity of any assignment. We reserve the right to restrict the availability of assignments in order to satisfy applicable laws or regulations.

RIGHT TO CONTINUE CERTIFICATE IF SEPARATED FROM MEMBERSHIP

If a member is separated for cause from fraternal membership, this certificate can remain in full force by meeting the terms of PART 6, PREMIUMS. All of the terms of this certificate will remain in force except that fraternal dues will not be required.

SETTLEMENT AND BENEFICIARY

SETTLEMENT. Application for any benefit provided by this certificate must be furnished to our Home Office with such proof as required by us. All benefits will be payable at our Home Office.

Final settlement of a claim for the death proceeds will be made within two months after receipt of due proof of death. If the beneficiary does not elect a settlement option by the date two months after we receive due proof of the insured's death, we may make payment in one sum.

BENEFICIARY. The beneficiary is the person, persons, or entity who may receive the death proceeds. During the insured's life, the owner can change the beneficiary at any time by sending a signed, dated and witnessed request to our Home Office. When the change has been received and approved at our Home Office, it will take effect as of the date the request was signed. However, such change will not apply to any action taken or payment made by us before the change is received and approved at our Home Office. No beneficiary will have any rights in this certificate during the insured's life.

SETTLEMENT OPTIONS (SEE PAGE 20 FOR MINIMUM SETTLEMENT OPTION MONTHLY PAYMENTS)

The death proceeds or the surrender value of this certificate may be made payable in accordance with one of the options shown below, instead of in one sum. Other settlement options may be available upon your request and approval by our Home Office.

At the time payments begin, any benefits will not be less than those that would be provided by using the cash surrender benefit to purchase any single premium immediate annuity certificate then being offered by us to the same class of annuitants whether the annuity benefits are payable in fixed or variable amounts or both.

ELECTION OF OPTION. Election of an option may be made by the owner or, if the owner makes no election, by the beneficiary after the insured's death. Notice of an election must be made in writing to our Home Office. The elected option will take effect on the date it was signed, subject to any action taken by us before receipt of such election at our Home Office.

If the payee is other than a natural person, no option may be elected without our written consent.

Under any option, if the amount to be held by us is less than \$5,000, or if any periodic payment would be less than \$100, we may make payment in one sum.

The settlement option contract will pay an amount each payment period as selected by the owner or the beneficiary. The payment periods available are one, three, six, or twelve months.

- Option 1. SINGLE LIFE ANNUITY. An amount will be paid each payment period for a fixed period of years and after that for so long as the payee lives. The fixed period may be between 0 and 20 years.
- Option 2. JOINT AND SURVIVOR LIFE ANNUITY. An amount will be paid each payment period for so long as two joint payees are alive. On the death of either payee, the survivor will receive a percentage of the payment for so long as the survivor lives. The percentage of the payment to the survivor may be between 25% and 100%.
- Option 3. FIXED PERIOD. An amount will be paid each payment period for a fixed period of 1 to 30 years.
- Option 4. FIXED AMOUNT. A fixed amount will be paid each payment period until the fund, together with interest on the unpaid balance, is exhausted.
- Option 5. HELD AT INTEREST. Left with us with interest on the balance to be paid monthly or accumulated as chosen.

BASIS FOR SETTLEMENT OPTIONS

Options 1 and 2 will be based on the Annuity 2000 Mortality Table with interest at the rate of 3% per year, compounded yearly. The rate of interest for Options 3, 4 and 5 will not be less than 3% per year, compounded yearly. Under these options, the amount of each payment will depend on the sex and adjusted age of the payee and the joint payee where applicable. The adjusted age will be based on the actual age last birthday at the time the first payment is due, as follows:

Calendar Year of Birth	Adjusted Age
Before 1920	Actual age decreased by 1
1920 – 1939	Actual age decreased by 2
1940 – 1959	Actual age decreased by 3
1960 – 1979	Actual age decreased by 4
1980 – 1999	Actual age decreased by 5
2000 & up	Actual age decreased by 6

ANNUAL REPORT AND ILLUSTRATIONS

Each year a report will be sent to the owner without charge. It will show the beginning and ending dates of the current report period, the cash value as of the last report, amounts that have been credited or debited to the cash value since the last report, the current death benefit, the current cash value and the current surrender value. Also shown will be any partial surrenders made since the last report and outstanding certificate loans. If it is known, based on guaranteed assumptions and no further premium payments, that the owner's certificate will terminate before the next annual report, a notice to that effect will be given on the report.

An illustration of future certificate values is available annually and without charge at the owner's request. At the time of the request, the owner may specify an amount of premium to be used in the illustration. If no premium is specified, the most recent planned premium will be used. We may charge a reasonable fee for this illustration after the first report per year but not more than \$25.00.

RESERVES

We must by law have on hand at all times assets which are equal to the certificate reserves. If our reserves as to all, or any class of, certificates should become impaired, our Board of Directors may require each certificate owner to make additional payments equal to the amount of the certificate's equitable proportion of such deficiency as determined by the Board. If the additional payment is not made, it shall be charged as an indebtedness against the certificate and draw interest at a rate not to exceed 5% per year, compounded yearly or, in the alternative, the owner may consent to a reduction of the corresponding insurance benefit proportionate to the value of the additional payment; provided, there will be no personal liability upon any certificate owner for any additional payments.

BASIS OF CASH VALUES

Guaranteed cash values for this certificate are based on the 2001 Commissioner's Standard Ordinary Smoker and Nonsmoker ultimate mortality tables, age last birthday. Guaranteed interest is at the rate of 3% per year, compounded yearly. Surrender values are not less than the minimum values required by or pursuant to the NAIC Universal Life Insurance Regulation. A detailed statement of the method of computation of cash values and surrender values has been filed with the insurance department of the state in which this certificate is delivered.

MINIMUM SETTLEMENT OPTION MONTHLY BENEFIT PAYMENTS FOR \$1,000 OF BENEFITS

OPTION 1 - FIXED PERIOD IN YEARS

ADJUSTED AGE	0		10		15		20	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
55	\$ 4.51	\$ 4.19	\$4.45	\$4.16	\$4.38	\$4.12	\$4.27	\$4.06
60	5.04	4.64	4.93	4.58	4.79	4.51	4.59	4.39
61	5.16	4.75	5.05	4.68	4.88	4.59	4.66	4.46
62	5.30	4.86	5.16	4.79	4.98	4.68	4.72	4.53
63	5.45	4.98	5.29	4.90	5.08	4.78	4.79	4.60
64	5.60	5.11	5.42	5.01	5.17	4.88	4.85	4.67
65	5.77	5.25	5.55	5.14	5.27	4.98	4.91	4.75
66	5.95	5.40	5.69	5.26	5.38	5.08	4.97	4.82
67	6.14	5.55	5.84	5.40	5.48	5.19	5.03	4.89
68	6.34	5.73	5.99	5.55	5.58	5.30	5.09	4.95
69	6.55	5.91	6.15	5.70	5.68	5.41	5.14	5.02
70	6.78	6.11	6.31	5.86	5.78	5.53	5.19	5.08
75	8.18	7.37	7.16	6.76	6.24	6.08	5.37	5.33
80	10.13	9.23	8.03	7.76	6.57	6.50	5.47	5.45
85	12.84	12.01	8.75	8.62	6.76	6.74	5.50	5.50
90	16.51	15.91	9.24	9.18	6.85	6.84	5.51	5.51
95	21.45	20.78	9.51	9.49	6.87	6.87	5.51	5.51

OPTION 2 - JOINT AND SURVIVOR OPTION – SURVIVOR PERCENTAGE 100%

ADJUSTED MALE AGE	ADJUSTED FEMALE AGE								
	55	60	65	70	75	80	85	90	95
55	\$3.79	\$3.93	\$4.05	\$4.14	\$4.20	\$4.25	\$ 4.28	\$ 4.29	\$ 4.30
60	3.93	4.13	4.31	4.46	4.58	4.67	4.72	4.75	4.77
65	4.05	4.31	4.58	4.83	5.03	5.19	5.30	5.36	5.40
70	4.14	4.46	4.83	5.20	5.55	5.83	6.04	6.18	6.25
75	4.20	4.58	5.03	5.55	6.08	6.57	6.97	7.24	7.42
80	4.25	4.67	5.19	5.83	6.57	7.34	8.04	8.59	8.96
85	4.28	4.72	5.30	6.04	6.97	8.04	9.16	10.14	10.89
90	4.29	4.75	5.36	6.18	7.24	8.59	10.14	11.68	13.00
95	4.30	4.77	5.40	6.25	7.42	8.96	10.89	13.00	15.00

JOINT AND SURVIVOR OPTION – SURVIVOR PERCENTAGE 75%

ADJUSTED MALE AGE	ADJUSTED FEMALE AGE								
	55	60	65	70	75	80	85	90	95
55	\$4.04	\$4.21	\$4.40	\$4.58	\$4.77	\$ 4.95	\$ 5.12	\$ 5.27	\$ 5.38
60	4.21	4.43	4.67	4.91	5.16	5.39	5.60	5.78	5.92
65	4.40	4.67	4.97	5.29	5.62	5.94	6.22	6.46	6.65
70	4.58	4.91	5.29	5.72	6.17	6.61	7.02	7.36	7.62
75	4.77	5.16	5.62	6.17	6.78	7.41	8.02	8.53	8.93
80	4.95	5.39	5.94	6.61	7.41	8.30	9.20	10.01	10.65
85	5.12	5.60	6.22	7.02	8.02	9.20	10.49	11.74	12.79
90	5.27	5.78	6.46	7.36	8.53	10.01	11.74	13.54	15.18
95	5.38	5.92	6.65	7.62	8.93	10.65	12.79	15.18	17.50

OPTIONS 3 AND 4 - FIXED PERIOD AND/OR FIXED AMOUNT

NUMBER OF YEARS	MONTHLY PAYMENT	NUMBER OF YEARS	MONTHLY PAYMENT	NUMBER OF YEARS	MONTHLY PAYMENT
10	\$9.61	17	\$6.23	24	\$4.84
11	8.86	18	5.96	25	4.71
12	8.24	19	5.73	26	4.59
13	7.71	20	5.51	27	4.47
14	7.26	21	5.32	28	4.37
15	6.87	22	5.15	29	4.27
16	6.53	23	4.99	30	4.18

Rates for other combinations of ages, under and over those shown, for either sex are available upon request.

ACCELERATED DEATH BENEFIT RIDER

EFFECTIVE DATE [July 1, 2010]

CERTIFICATE NUMBER [123456789]

INSURED [JAMES L WOODMEN]

The above information relates to this rider only.

This is a rider to the above numbered certificate. It shall be attached to and become part of it. All terms are the same except those changed by this rider.

PAYMENT OF AN ACCELERATED DEATH BENEFIT WILL RESULT IN A REDUCTION OF THE DEATH BENEFIT AND CASH VALUE OF THE CERTIFICATE.

BENEFITS PAID UNDER THIS RIDER MAY BE TAXABLE. IF SO, YOU AND THE BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT YOUR TAX PROFESSIONAL TO ASSESS THE IMPACT OF THIS BENEFIT. BENEFITS OF THIS RIDER ARE NOT PAYABLE IF THE CERTIFICATE TO WHICH IT IS ATTACHED IS NOT IN FORCE.

DEFINITIONS

AVAILABLE AMOUNT

At any point in time, the Available Amount is equal to the face amount of the certificate. The Available Amount does not include any Accidental Death Benefit rider in force under the certificate.

PHYSICIAN

A licensed, medical practitioner performing within the scope of his/her license. This person cannot be the owner, the insured, or a person related to the insured by blood or marriage.

TERMINAL ILLNESS

A noncorrectable illness or physical condition resulting in a life expectancy of 12 months or less from the date of each claim application for the benefit. The terminal illness cannot be the result of an intentional self-inflicted injury.

BENEFIT PAYMENT LIEN

A debt or a loan secured by the certificate.

ACCELERATED DEATH BENEFIT

We will pay an accelerated death benefit upon receipt of due proof, acceptable to us, that the insured has been diagnosed with a terminal illness. Multiple accelerated death benefit payments can be requested. Each request must be for a minimum of \$500.00 and each payment will be made in one lump sum. The maximum amount of any accelerated death benefit will be equal to:

- \$250,000 or 65% of the available amount, whichever is less; minus
- The amount of any certificate loan and unpaid loan interest; minus
- The amount of any existing benefit payment lien.

The available amount will be calculated as of the date each benefit claim application is received by the Home Office.

The accelerated death benefit is paid to the owner or owner's estate while the insured is living, unless the benefit has been otherwise assigned or designated by the owner.

Prior to the payment of the accelerated death benefit, we shall obtain from any assignee or irrevocable beneficiary a signed acknowledgement of concurrence for payout. If we are the assignee under the certificate, no acknowledgement is required.

If the insured dies after the owner elects to receive accelerated death benefits but before any such benefits are paid, the election shall be cancelled and the death benefit paid pursuant to the certificate.

BENEFIT PAYMENT LIEN

When an accelerated death benefit payment is made, we will establish, or add to, a benefit payment lien in that amount against the death benefit. Interest will be charged on the total amount of the lien. On the certificate anniversary, any interest not paid will be added to the lien and accrue interest at the same rate. The lien, and any accrued interest, may be repaid in full or in part at any time.

The lien interest rate may change monthly. At the beginning of each month we will set the rate which will apply for that month. The maximum lien interest rate for each month will be the greater of:

1. The yield on the 90 day Treasury Bills available on the first of the month preceding the month for which the lien rate is determined; or
2. Moody's Corporate Bond Yield Average – Monthly Average Corporates – as published by Moody's Investors Service, Inc. or any successor thereto, for the calendar month ending two months before the month for which the lien rate is determined.

The lien interest rate accrued on the portion of the benefit payment lien which is equal in amount to the loan value of the certificate at the time an accelerated death benefit payment is made will be no more than the certificate loan interest rate.

EFFECT OF AN ACCELERATED DEATH BENEFIT ON CERTIFICATE

DEATH BENEFIT

Any proceeds payable upon death will be reduced by the full amount of any benefit payment lien and accrued lien interest as described in the certificate.

CERTIFICATE VALUES

Certificate values available through loans or partial surrenders will be reduced by the full amount of any benefit payment lien and lien interest as described in the certificate.

Upon full surrender, a maximum accelerated death benefit will first be made, to the extent possible, if an accelerated death benefit has previously been paid. Any surrender values remaining will be reduced by the full amount of any benefit payment lien and lien interest as described in the certificate.

Refunds on deposit will continue to be fully accessible once an accelerated death benefit has been paid.

PREMIUM

Once an accelerated death benefit has been paid, any required monthly deductions will continue to be made. Any required premium not paid before the end of its grace period will be added to the benefit payment lien.

If a disability waiver rider is attached to the certificate and an accelerated death benefit is paid, the insured will be deemed to be totally disabled for the purposes of that rider. During the second year of disability, and no more than once a year after that, we may require proof that the insured is still terminally ill.

TERMINATION OF CONTRACT

The certificate will terminate if the benefit payment lien causes the death benefit to fall below zero. Any refunds on deposit at that time will be returned to the owner unless they are held as security for debt.

STATEMENT OF COVERAGE

Concurrent with the request for an accelerated death benefit payment, a statement of coverage will be sent to the owner by us showing the effect of the accelerated death benefit payment on the cash value, death benefit, premium, cost of insurance charges, and certificate loans.

REQUIREMENTS OF DIAGNOSIS

We must be furnished with a diagnosis of terminal illness by a physician licensed in the United States. This includes current documentation supported by clinical, radiological, histological, or laboratory evidence of the terminal illness. We may require, at our expense, an additional examination by a physician of our choice.

ADMINISTRATIVE EXPENSE CHARGE

An administrative expense charge may be required at the time the first accelerated death benefit is paid. The charge will not exceed \$250.00 and will be deducted from the first accelerated death benefit payment.

APPLICABLE PROVISIONS

All of the terms of the certificate apply to this rider.

REINSTATEMENT

This rider may be reinstated according to the same rules as we require for the certificate.

TERMINATION OF RIDER

This rider will be in effect while the certificate is in force; however, any option to exercise benefits under this rider will terminate when one of the following occurs:

1. The certificate matures, terminates or lapses.
2. We receive your signed request to terminate this rider.

If a qualifying event occurs while this rider is in force, termination of this rider will not affect consideration of a request for an accelerated death benefit payment.

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY

[Pamela Hernandez]

Secretary

UNISEX AMENDMENT ENDORSEMENT

EFFECTIVE DATE [July 1, 2010]

CERTIFICATE NUMBER [123456789]

INSURED [JOHN L WOODMEN]

This is an endorsement to the above numbered certificate. It shall be attached to and become a part of it. All terms are the same except those changed by this endorsement.

This certificate is hereby amended to eliminate any sex-distinct treatment. The items which are amended are shown below. Any items which are affected by this amendment are also shown. All changes made herein will start on the effective date shown above.

Misstatement of Age or Sex under GENERAL PROVISIONS in the Table of Contents is now Misstatement of Age.

MISSTATEMENT OF AGE OR SEX provision is replaced by MISSTATEMENT OF AGE provision.

MISSTATEMENT OF AGE

The insured's age on the Certificate Information page is the age of the insured on the effective date.

If the age, as shown on the Certificate Information page, has been misstated, all death proceeds will be those the premiums would have purchased for the true age.

BASIS OF CASH VALUES

Guaranteed cash values for this certificate are based on the 2001 CSO(80) Smoker and Nonsmoker ultimate mortality tables, age last birthday. Guaranteed interest is at the rate of 3% per year, compounded yearly. Surrender values are not less than the minimum values required by or pursuant to the NAIC Universal Life Insurance Regulation. A detailed statement of the method of computation of cash values and surrender values has been filed with the insurance department of the state in which this certificate is delivered.

BASIS FOR SETTLEMENT OPTIONS

Options 1 and 2 will be based on the Annuity 2000 Mortality Table blended 40% male, 60% female, with interest at the rate of 3% per year, compounded yearly. The rate of interest for Options 3, 4 and 5 will not be less than 3% per year, compounded yearly. Under these options, the amount of each payment will depend on the adjusted age of the payee and the joint payee where applicable. The adjusted age will be based on the actual age last birthday at the time the first payment is due, as follows:

Calendar Year Of Birth	Adjusted Age
Before 1920	Actual Age decreased by 1
1920 - 1939	Actual Age decreased by 2
1940 - 1959	Actual Age decreased by 3
1960 - 1979	Actual Age decreased by 4
1980 - 1999	Actual Age decreased by 5
2000 & Up	Actual Age decreased by 6

MINIMUM SETTLEMENT OPTION MONTHLY BENEFIT PAYMENTS FOR \$1,000 OF PROCEEDS

-----**OPTION 1**-----

FIXED PERIOD IN YEARS

ADJUSTED AGE	0	10	15	20
55	\$ 4.31	\$ 4.28	\$ 4.22	\$ 4.14
60	4.79	4.72	4.62	4.47
61	4.91	4.82	4.71	4.54
62	5.03	4.93	4.80	4.60
63	5.16	5.05	4.89	4.67
64	5.30	5.17	4.99	4.74
65	5.44	5.29	5.09	4.81
66	5.60	5.43	5.20	4.88
67	5.77	5.57	5.30	4.94
68	5.95	5.71	5.41	5.01
69	6.15	5.87	5.52	5.07
70	6.36	6.03	5.62	5.12
75	7.66	6.91	6.14	5.34
80	9.54	7.85	6.53	5.46
85	12.29	8.67	6.75	5.50
90	16.10	9.20	6.84	5.51
95	21.00	9.49	6.87	5.51

-----**OPTION 2**-----

JOINT AND SURVIVOR OPTIONS – SURVIVOR PERCENTAGE 100%

ADJUSTED PAYEE AGE	ADJUSTED JOINT PAYEE AGE								
	55	60	65	70	75	80	85	90	95
55	\$3.79	\$3.93	\$4.05	\$4.14	\$4.20	\$4.25	\$4.28	\$4.29	\$4.30
60	3.93	4.13	4.31	4.46	4.58	4.67	4.72	4.75	4.77
65	4.05	4.31	4.58	4.83	5.03	5.19	5.30	5.36	5.40
70	4.14	4.46	4.83	5.20	5.55	5.83	6.04	6.18	6.25
75	4.20	4.58	5.03	5.55	6.08	6.57	6.97	7.24	7.42
80	4.25	4.67	5.19	5.83	6.57	7.34	8.04	8.59	8.96
85	4.28	4.72	5.30	6.04	6.97	8.04	9.16	10.14	10.89
90	4.29	4.75	5.36	6.18	7.24	8.59	10.14	11.68	13.00
95	4.30	4.77	5.40	6.25	7.42	8.96	10.89	13.00	15.00

JOINT AND SURVIVOR OPTIONS – SURVIVOR PERCENTAGE 75%

ADJUSTED PAYEE AGE	ADJUSTED JOINT PAYEE AGE								
	55	60	65	70	75	80	85	90	95
55	\$4.04	\$4.21	\$4.40	\$4.58	\$4.77	\$4.95	\$5.12	\$5.27	\$5.38
60	4.21	4.43	4.67	4.91	5.16	5.39	5.60	5.78	5.92
65	4.40	4.67	4.97	5.29	5.62	5.94	6.22	6.46	6.65
70	4.58	4.91	5.29	5.72	6.17	6.61	7.02	7.36	7.62
75	4.77	5.16	5.62	6.17	6.78	7.41	8.02	8.53	8.93
80	4.95	5.39	5.94	6.61	7.41	8.30	9.20	10.01	10.65
85	5.12	5.60	6.22	7.02	8.02	9.20	10.49	11.74	12.79
90	5.27	5.78	6.46	7.36	8.53	10.01	11.74	13.54	15.18
95	5.38	5.92	6.65	7.62	8.93	10.65	12.79	15.18	17.50

-----OPTIONS 3 AND 4-----
FIXED PERIOD AND/OR FIXED AMOUNT

NUMBER OF YEARS	MONTHLY PAYMENT	NUMBER OF YEARS	MONTHLY PAYMENT	NUMBER OF YEARS	MONTHLY PAYMENT
10	\$9.61	17	\$6.23	24	\$4.84
11	8.86	18	5.96	25	4.71
12	8.24	19	5.73	26	4.59
13	7.71	20	5.51	27	4.47
14	7.26	21	5.32	28	4.37
15	6.87	22	5.15	29	4.27
16	6.53	23	4.99	30	4.18

Rates for other combinations of ages, under and over those shown, are available upon request.

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY

[Pamela Hernandez]

Secretary

SERFF Tracking Number: WDM-126692054 State: Arkansas
 Filing Company: Woodmen of the World Life Insurance Society State Tracking Number: 46038
 Company Tracking Number: REVISED NLGUL CERT 8205 3-10 & RIDERS 8208 3-10, 8211 3-10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Revised NLGUL Cert, ABR & Unisex Rider
 Project Name/Number: /

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Rule & Reg 19 Cftn-Revised Cert & Riders.pdf
 Revised Cert & Riders Readability Cert with scores.pdf

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: Application Form 5055 R-3/10, which has been resubmitted for review and approval by separate filing, SERFF Tracking #WDM-126692087, will be used to apply for the enclosed certificate and riders.

Comments:

Item Status: **Status Date:**

Bypassed - Item: Outline of Coverage

Bypass Reason: This is not a health filing.

Comments:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY
1700 Farnam Street, Omaha, Nebraska 68102

CERTIFICATION

I certify that to the best of my knowledge and belief the form(s) in this submission meets the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

June 24, 2010

Date

Vice President & Chief Actuary

Form(s):

FORM 8205 3-10

FORM 8208 3-10

FORM 8211 3-10

WOODMEN OF THE WORLD/OMAHA WOODMEN LIFE INSURANCE SOCIETY
1700 Farnam Street, Omaha, Nebraska 68102-2007

FLESCH CERTIFICATION

<u>Form Number(s)</u>	<u>Description</u>	<u>Flesch Score</u>
8205 3-10	Flexible Premium Adjustable Life Insurance Certificate	53.0
8208 3-10	Accelerated Death Benefit Rider	51.4
8211 3-10	Unisex Amendment Endorsement	51.4

I certify that these Flesch Index numbers are accurate in accordance with the published rules of application of the test.

Randall P. Rotschafer
Vice President and Chief Actuary