

SERFF Tracking Number: CCGC-126745275 State: Arkansas
 Filing Company: Connecticut General Life Insurance Company State Tracking Number: 46370
 Company Tracking Number: GLN660 (2010 EDITION)
 TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
 Product Name: GLN660 (2010 Edition)
 Project Name/Number: GLN660 (2010 Edition)/GLN660 (2010 Edition)

Filing at a Glance

Company: Connecticut General Life Insurance Company

Product Name: GLN660 (2010 Edition)

SERFF Tr Num: CCGC-126745275 State: Arkansas

TOI: L06G Group Life - Variable

SERFF Status: Closed-Approved-
Closed State Tr Num: 46370

Sub-TOI: L06G.002 Single Life - Flexible
Premium

Co Tr Num: GLN660 (2010
EDITION)

State Status: Approved-Closed

Filing Type: Form

Author: Julie Levine

Reviewer(s): Linda Bird

Date Submitted: 07/30/2010

Disposition Date: 08/05/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GLN660 (2010 Edition)

Status of Filing in Domicile: Pending

Project Number: GLN660 (2010 Edition)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed in our
domiciliary state of Connecticut on 7/29/2010.
Awaiting approval.

Explanation for Combination/Other:

Market Type: Group

Submission Type: Resubmission

Previous Filing Number: Paper submission,
approved 10/3/2001.

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 08/05/2010

Explanation for Other Group Market Type:

State Status Changed: 08/05/2010

Deemer Date:

Created By: Julie Levine

Submitted By: Julie Levine

Corresponding Filing Tracking Number:

Filing Description:

GLN660 was approved in your state on 10/3/2001. It provided a Stable Value option. Policy Schedule 5 set forth in detail the terms of that option. Unfortunately, due to the downturn in the economy, that option no longer exists. We would like our client to be able to exercise that option, should it ever return to the marketplace, but, in such an event, the terms of the option would be very different, reflecting new economic realities. This filing is to correct the policy to reflect

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current realities, while still contemplating the possibility of a Stable Value option in the future.

Company and Contact

Filing Contact Information

Julie A. Levine, Sr. Regulatory Compliance Analyst
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 Wilde Building, A4COL
 900 Cottage Grove Road
 Hartford, CT 06152
 860-226-9019 [Phone]
 860-226-8292 [FAX]

Filing Company Information

Connecticut General Life Insurance Company	CoCode: 62308	State of Domicile: Connecticut
Wilde Building, A4COL	Group Code: 901	Company Type:
900 Cottage Grove Road	Group Name:	State ID Number:
Hartford, CT 06152	FEIN Number: 06-0303370	
(800) 225-0646 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$0.00
Retaliatory?	No
Fee Explanation:	1 revised form @ \$50
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Connecticut General Life Insurance Company	\$50.00	07/30/2010	38422383

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/05/2010	08/05/2010

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Disposition

Disposition Date: 08/05/2010

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		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Highlighted copy - Differences between previously approved version and 2010 edition.		Yes
Form	Group Flexible Premium Variable Life Insurance Policy		Yes

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Form Schedule

Lead Form Number: GLN660 (2010 Edition)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GLN660 (2010 Edition)	Policy/Cont Group Flexible ract/Fratern Premium Variable al Life Insurance Policy Certificate	Revised	Replaced Form #: GLN660 Previous Filing #: Paper filing in 2001	50.496	GLN660 (2010 Edition).pdf

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

Home Office Location: Bloomfield, Connecticut
Mailing Address: P.O. Box 2975, Hartford, Connecticut 06104

POLICYHOLDER : XYZ CORPORATION (or XYZ Trust)
DATE OF ISSUE : JULY 1, 2010
POLICY NUMBER : SPECIMEN
INSURED EMPLOYEES : SEE POLICY SCHEDULE 1
STATE OF ISSUE : ANY STATE

This Policy is issued and accepted subject to the terms set forth on the following pages, which are made a part of the Policy. In consideration of the application and the payment of premiums as provided, this Policy is executed by Connecticut General Life Insurance Company ("the Company") as of its Date of Issue.

ALL BENEFITS AND VALUES PROVIDED BY THIS POLICY WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE INVESTMENT PORTFOLIO ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.


President

Group Flexible Premium Variable Life Insurance Policy

Variable life insurance payable upon the death of an Insured.
Adjustable death benefit. Non-participating. Experience credits.
Investment results reflected in policy benefits.

This Policy is an unregistered restricted security issued in accordance with Regulation D of the Securities Act of 1933. This Policy may not be sold or transferred to any person, including a pledgee or donee, without an effective registration statement under that Act unless the Company has received satisfactory evidence that the proposed transaction will be exempt from applicable registration requirements.

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**POLICY SCHEDULE 1
POLICY INFORMATION**

DATE OF ISSUE	July 1, 2001
EFFECTIVE DATE	July 1, 2001
INITIAL PREMIUM	\$20,000,000 Additional premium payments are subject to the Company's approval.
POLICY NUMBER	GV100P
ELECTED TEST FOR COMPLIANCE WITH IRC DEFINITION OF LIFE INSURANCE	Cash Value Accumulation Test (Use Policy Schedule 6)
CLASS OF EMPLOYEES ELIGIBLE FOR INSURANCE	All full time employees job grade 51 and up who are "actively at work" as defined on Policy Schedule 2.
SPECIFIED AMOUNT AT ISSUE	Shown on attached Exhibit
POLICYHOLDER /OWNER	XYZ CORPORATION (or XYZ Trust)
BENEFICIARY	XYZ CORPORATION (or XYZ Trust)
MONTHLY ANNIVERSARY DAY	1 st day of the month

POLICY SCHEDULE 2 DEFINITIONS

Actively At Work and Actively-At-Work Requirement. See definition in the “Eligibility” provision under the “Eligibility, Effective Date and Termination of Insurance” provisions of this Policy.

Allocation Date. The date on which the Owner first allocates any part of the Total Investment Base to a Stable Value Sub-Account.

Attained Age. The age of the insured employee on the birthday that is closest to the applicable Policy Anniversary Date.

Cash Value. See definition under “Nonforfeiture Provisions”.

Cash Surrender Value. See definition under “Nonforfeiture Provisions”.

Company. Connecticut General Life Insurance Company.

Date of Issue. The date on which the Company issues the Policy to the Owner. The Date of Issue is shown on Policy Schedule 1.

Effective Date. The date on which coverage under the Policy becomes effective. The original Effective Date is shown on Policy Schedule 1.

Evidence Of Insurability. As requested by the company, and may include without limitation a medical exam and collection of current medical information.

Home Office. Connecticut General Life Insurance Company, the mailing address of which is P.O. Box 2975, H14A, Hartford, Connecticut 06104.

Indebtedness. See definition under “Loan Provisions”.

In Writing, Written. In a written form satisfactory to the Company and received by the Company at its Home Office.

Internal Revenue Code, IRC. Internal Revenue Code of 1986, as amended.

Investment Manager. The individual or entity charged with the investment management of the assets of the Separate Account and/or any sub-account thereof. If other than the Company, the Investment Manager will be registered under the Investment Advisers Act of 1940 or be qualified with the Connecticut Insurance Department to manage life insurance separate accounts.

Investment Portfolio, Portfolio. That portion of the assets of the separate account or any sub-accounts attributable to the Policy.

Monthly Anniversary Day. The date on which the Company deducts charges. The Monthly Anniversary Day is computed from the Date of Issue and is listed on Schedule 1.

Mortality Retention. That portion of the Cost of Insurance charge that is not subject to experience credits.

POLICY SCHEDULE 2 (Continued)
DEFINITIONS

Net Amount at Risk. The difference between the Death Benefit (see Insurance Coverage Provisions) and the portion of the cash value of the Policy that is attributed to the insured employee. For the method by which the Net Amount at Risk is calculated, see the Cost of Insurance provision under the “How Variable Life Insurance Works” provisions of this Policy.

Net Cash Surrender Value. See definition under “Nonforfeiture Provisions”.

NYSE. New York Stock Exchange.

Owner. The person or entity designated in the application and on Policy Schedule 1 as the Owner. The Owner may also be referred to as the Policyholder.

Policy Anniversary, Policy Year. Twelve-month periods measured from the Date of Issue.

Policy Month. One-month periods beginning on each Monthly Anniversary Day and ending on the day prior to the next Monthly Anniversary Day.

Policyholder. The Owner of this Policy. The Policyholder is designated on page 1 and on Policy Schedule 1.

Policy loan. See definition under “Loan Provisions”.

Policy Quarter. Three-month periods beginning on the Allocation Date for the first Policy Quarter and on the day following the prior Policy Quarter for each successive Policy Quarter and ending on a Quarterly Anniversary Date.

Quarterly Anniversary Date. The date that is three calendar months after the Allocation Date (for the first Quarterly Anniversary Date) and each date that is three calendar months after the immediately preceding Quarterly Anniversary Date.

SEC. Securities and Exchange Commission.

Separate Account. See definition and description in Policy Schedule 4.

Specified Amount. The amount originally selected by the Owner for each insured employee which is used in the determination of the death benefit for that employee. The Specified Amount may be increased or decreased as described in the Changes in Specified Amount provision under the “Insurance Coverage Provisions” of the Policy.

Stable Value Contract Provider. The financial institution that supports the Stable Value option.

Sub-Account. An asset allocation in the Separate Account in which one or more Policyholders may participate.

1035 Exchange, IRC Section 1035 Exchange. Tax-free exchange as defined in Section 1035 of the Internal Revenue Code, as amended

Total Investment Base. See definition and description under the “How Variable Life Insurance Works” provisions of the Policy.

**POLICY SCHEDULE 3
CHARGES AND FEES FOR THIS POLICY**

Mortality and Expense Risk Charge:

An annual charge which is a percentage of the Total Investment Base, as defined under the “How Variable Life Insurance Works” provisions of the Policy, will be deducted monthly. The actual mortality and expense charge is determined by the Company, but may not exceed the annual guaranteed maximum Mortality and Expense Charge of [1.50%].

Cost of Insurance Charge:

Cost of Insurance charges will be determined each year by the Company based on its mortality experience, and will be collected on each Monthly Anniversary Day based on the then-current net amount at risk, class, age, duration, and gender for each insured employee under the Policy. The Company may experience rate a Policy Year's mortality experience 24 months (assuming normal claim lags) after the end of the Policy Year. During this experience rating process, either an experience refund or an additional Cost of Insurance charge will be applied to the Total Investment Base.

For each Policy Year, a maximum Cost of Insurance charge will apply based upon the size of the group covered and the mortality retention used in the experience rating process.

If this group Policy is surrendered, the difference between the maximum Cost of Insurance charge for the year and the actual mortality experience reported during the year may be retained by the Company. The retained amount is subject to a terminal experience rating within 24 months from the termination date (assuming standard claim lags).

Policy Fees:

- First Year Policy Fee: \$250 per insured employee deducted as of the Date of Issue.
- Monthly Administrative Fee: \$10 per month per insured employee deducted on the Monthly Anniversary Day.

Annual Recovery of Policy Loading:

- Initial premium: 4% of the initial premium deducted on the Date of Issue and 1% of the initial premium deducted annually thereafter on the first through ninth Policy Anniversaries.
- Additional premiums: 4% of each additional premium deducted upon receipt of premium and 1% of each additional premium deducted annually thereafter on the first through ninth Policy Anniversaries following receipt and acceptance of the additional premium.

The amount of all un-recovered policy loading is deducted from the Total Investment Base in calculating the Cash Surrender Value.

Initial Premium:

The amount of such un-recovered policy loading attributable to the initial premium is:

During Policy Year	As % of Initial Premium	During Policy Year	As % of Initial Premium
1	9.00%	6	4.00%
2	8.00%	7	3.00%
3	7.00%	8	2.00%
4	6.00%	9	1.00%
5	5.00%	10+	0.00%

**POLICY SCHEDULE 3 (Continued)
CHARGES AND FEES FOR THIS POLICY**

Additional Premiums:

The increase in the amount of un-recovered policy loading attributable to an additional premium is:

Duration from date of Additional Premium	As % of Additional Premium	Duration from date of Additional Premium	As % of Additional Premium
1	9.00%	6	4.00%
2	8.00%	7	3.00%
3	7.00%	8	2.00%
4	6.00%	9	1.00%
5	5.00%	10+	0.00%

Annual Recovery of Policy Loading Refund:

- Initial premium: .40% of the initial premium credited on the day prior to the first Policy Anniversary and .40% credited annually thereafter on the day prior to each of the second through tenth Policy Anniversaries.
- Additional premiums: .40% of each additional premium credited on the day prior to the first Policy Anniversary and .40% credited annually thereafter on the day prior to each of the second through tenth Policy Anniversaries following receipt and acceptance of the additional premium.

Policy Loan Interest Rate:

Interest on any Policy loan will be at a rate no greater than 8% per year payable in arrears. The monthly interest rate applied to that portion of the cash value which secures any outstanding Policy loan when expressed as an equivalent annual rate shall be the Policy loan rate less [1.50%].

Asset Management Fee:

An annual asset management fee will be deducted by or on behalf of the Company or the Separate Account's Investment Manager(s), or both.

Portfolio Transaction Costs and Fees:

In addition to the asset management fee, investment activity within the separate account and any sub-accounts may entail certain additional fees and charges including without limitation brokerage fees and commissions, transfer taxes, interest, custodial fees, auditor's fees, and fees associated with particular investment instruments such as stable value contracts and other derivative instruments issued by financial institutions or their affiliates.

POLICY SCHEDULE 4 THE SEPARATE ACCOUNT

The Separate Account. The separate account for this Policy is Connecticut General Life Insurance Company Separate Account (X) (“the Separate Account”) which is organized in and governed by the laws of the State of Connecticut, the state of domicile of the Company.

The assets in the Separate Account will generally be invested in designated Sub-Accounts which will be made up of common stocks or other types of equity investments, securities that may be converted to any equity type of investment, bonds, registered investment company shares and interests in unregistered investment funds or companies. Such assets may also, however, be invested in any class of loans or investments which is permissible under applicable state and federal law and which is suitable for this Policy's purposes. Certain of the Sub-Accounts may invest in illiquid investment instruments, including stable value contracts and other derivatives, issued by financial institutions or their affiliates.

If the Policyholder is allocating assets to a Stable Value Sub-Account, refer to Policy Schedule 5 for applicable provisions.

All income, gains or losses, realized or unrealized from the assets in Connecticut General Life Insurance Company Separate Account (X) shall be credited to or charged against said account without regard to other income, gains or losses, of the Company.

Amounts allocated to the Separate Account in the exercise of the power granted by the laws of the State of Connecticut shall be owned by the Company, and the Company shall not be, nor hold itself out to be, a trustee with respect to such amounts. The portion of the assets of the Separate Account equal to the reserves and other Policy liabilities with respect to this Policy shall not be chargeable with liabilities arising out of any other business the Company may conduct.

Management of the Separate Account. Connecticut General Life Insurance Company Separate Account (X) will be managed by one or more separate Investment Managers who are either registered under the Investment Advisers Act of 1940 or are qualified with the Connecticut Insurance Department to manage variable life insurance separate accounts. The Company reserves the right to change Investment Managers with appropriate notice to Policyholders.

Addition, Deletion or Substitution of Sub-Accounts. The Company reserves the right, subject to compliance with applicable law, to add, change, and delete Sub-Accounts, to make additions to, deletions from, or substitutions for the assets that are held by Sub-Accounts or that Sub-Accounts may purchase. The Company will not modify the investment policy of a Sub-Account without notice to the Policyholder. The Company also reserves the right to eliminate or combine existing Sub-Accounts or to transfer assets between Sub-Accounts. The Company may make appropriate endorsements to the Policy to reflect any such change.

NOTE: PLEASE REFER TO THE INVESTMENT PLAN OF OPERATION FOR FURTHER DETAILS.

POLICY SCHEDULE 5
STABLE VALUE INVESTMENT PROVISIONS

A Stable Value investment option may be elected at the option of the policyholder, subject to market availability and terms. Additional terms and restrictions may apply, to be disclosed to the policyholder prior to the election.

POLICY SCHEDULE 6
TABLE OF NET SINGLE PREMIUM FACTORS
(Attained Age Factors Per \$1.00 of Cash Value)

Age	Male	Female
0	16.00237	19.07852
1	15.60488	18.49881
2	15.12336	17.89249
3	14.61893	17.27712
4	14.10641	16.66466
5	13.59974	16.06959
6	13.10993	15.49184
7	12.63798	14.93336
8	12.18179	14.39940
9	11.74094	13.88304
10	11.31615	13.38379
11	10.90571	12.90273
12	10.51319	12.43911
13	10.13933	11.99619
14	9.78275	11.57138
15	9.44382	11.16365
16	9.12560	10.77099
17	8.82543	10.39466
18	8.54167	10.03188
19	8.26926	9.68205
20	8.00581	9.34540
21	7.74985	9.01984
22	7.50022	8.70499
23	7.25778	8.40116
24	7.02192	8.10674
25	6.79291	7.82260
26	6.57058	7.54833
27	6.35576	7.28355
28	6.14812	7.02875
29	5.94586	6.78303
30	5.74840	6.54602
31	5.55601	6.31701
32	5.36869	6.09664
33	5.18663	5.88420
34	5.01014	5.67960
35	4.83927	5.48270
36	4.67383	5.29378
37	4.51428	5.11173
38	4.36020	4.93660
39	4.21189	4.76766
40	4.06903	4.60461
41	3.93146	4.44735
42	3.79919	4.29575
43	3.67220	4.14978
44	3.55032	4.00927
45	3.43363	3.87412
46	3.32188	3.74424
47	3.21463	3.61956
48	3.11168	3.50010
49	3.01205	3.38555

Age	Male	Female
50	2.91573	3.27593
51	2.82280	3.17100
52	2.73333	3.07057
53	2.64756	2.97456
54	2.56538	2.88277
55	2.48688	2.79493
56	2.41206	2.71088
57	2.34068	2.63055
58	2.27254	2.55370
59	2.20695	2.48020
60	2.14389	2.40965
61	2.08345	2.34187
62	2.02580	2.27675
63	1.97105	2.21415
64	1.91913	2.15390
65	1.86977	2.09593
66	1.82279	2.04016
67	1.77786	1.98650
68	1.73471	1.93490
69	1.69326	1.88530
70	1.65328	1.83763
71	1.61488	1.79187
72	1.57804	1.74805
73	1.54315	1.70610
74	1.51000	1.66593
75	1.47837	1.62749
76	1.44821	1.59068
77	1.41943	1.55544
78	1.39208	1.52168
79	1.36627	1.48935
80	1.34206	1.45835
81	1.31935	1.42862
82	1.29818	1.40071
83	1.27831	1.37456
84	1.25963	1.34980
85	1.24209	1.32638
86	1.22575	1.30426
87	1.21060	1.28282
88	1.19662	1.26293
89	1.18373	1.24434
90	1.17181	1.22689
91	1.16073	1.20989
92	1.14997	1.19164
93	1.13929	1.17293
94	1.12839	1.15419
95	1.11682	1.13538
96	1.10390	1.11630
97	1.08818	1.09547
98	1.06785	1.07122
99	1.04000	1.04000
100+	1.01000	1.01000

Factors shown (except for ages 100+) are calculated based on the Sex-Distinct 2001 CSO Composite Tables, (age nearest birthday), interest at 4%, and the Insured's Attained Age as of each Policy Anniversary. Between Anniversaries, the Net Single Premium Factor shall be the same as that for the previous anniversary.

**POLICY SCHEDULE 7
TABLE OF CORRIDOR PERCENTAGES**

In the event the Guideline Premium/Corridor Percentage Test is elected for compliance with the IRC definition of life insurance, the minimum death benefit at any time is determined by multiplying the Accumulation Value of this policy, as of the date of calculation, by the applicable Corridor Percentage. The applicable Corridor Percentage is determined from the table below for the Insured's attained age as of the date of the calculation. Between anniversaries the Corridor Percentage shall be the same as that for the previous anniversary.

Attained Age	Corridor Percentage	Attained Age	Corridor Percentage	Attained Age	Corridor Percentage
--		45	215	75	105
16	250	46	209	76	105
17	250	47	203	77	105
18	250	48	197	78	105
19	250	49	191	79	105
20	250	50	185	80	105
21	250	51	178	81	105
22	250	52	171	82	105
23	250	53	164	83	105
24	250	54	157	84	105
25	250	55	150	85	105
26	250	56	146	86	105
27	250	57	142	87	105
28	250	58	138	88	105
29	250	59	134	89	105
30	250	60	130	90	105
31	250	61	128	91	104
32	250	62	126	92	103
33	250	63	124	93	102
34	250	64	122	94+	101
35	250	65	120		
36	250	66	119		
37	250	67	118		
38	250	68	117		
39	250	69	116		
40	250	70	115		
41	243	71	113		
42	236	72	111		
43	229	73	109		
44	222	74	107		

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF INSURANCE

Eligibility. Those employees of the Policyholder meeting the definition of the eligible class of employees specified on Policy Schedule 1 and meeting the Actively-at-Work requirement are eligible to be insured under this Policy. To satisfy the Actively-at-Work requirement, an employee must have been working on a full-time basis and not have missed work on account of a sickness or accident more than 3 days out of the 90 days ending with the effective date of coverage of such employee under this Policy.

Effective Date of Coverage. Each eligible employee will become covered under this Policy on the later of the Effective Date of this Policy or the Monthly Anniversary Day that coincides with or next follows the date an employee becomes eligible, subject to the following requirements:

1. The Company has received the initial premium, and
2. The Company's underwriting requirements have been met with respect to such employee.

Termination of Coverage. Insurance will terminate as to any employee insured under this Policy on the earliest of the following dates:

1. The date this Policy terminates,
2. The date of expiration of the Grace Period,
3. The date of death of the insured employee,
4. The date the Company receives a written request from the Policyholder to surrender the Policy,
5. The date this Policy is amended to terminate the insurance for the class of insured employees to which the insured employee belongs.

Any Monthly Deduction made after termination of coverage as to any insured employee will not, by itself, be considered a reinstatement of the coverage as to that employee nor a waiver by the Company of the termination. Any such deduction will be refunded.

INSURANCE COVERAGE PROVISIONS

Death Benefit. If the insured employee dies while the Policy is in force, the Company will pay a death benefit based upon the Death Benefit Option in effect on the date of death, less any indebtedness attributed to the insured employee. The death benefit will vary daily based upon the investment experience of the assets in the Separate Account. The Death Benefit Options available under this Policy are as follows:

Death Benefit Option 1. The death benefit attributed to an insured employee (before deduction of any indebtedness attributed to the insured employee) will equal the greater of: (a) the Specified Amount, or (b) the Minimum Death Benefit.

Death Benefit Option 2. The death benefit attributed to an insured employee (before deduction of any indebtedness attributed to the insured employee) will equal the Minimum Death Benefit.

The Company reserves the right to automatically adjust the death benefit at any time so that it is never less than the amount required by the Internal Revenue Code to maintain this Policy as life insurance as defined in the Internal Revenue Code. The Company will adjust the Cost of Insurance charges to reflect any corresponding adjustments to the death benefit.

Minimum Death Benefit. The Minimum Death Benefit attributed to an insured employee is an amount determined by the Company equal to that required by the Internal Revenue Code to maintain the coverage as life insurance. At the time of application, the Owner will elect the test for determining compliance with the IRC definition of life insurance. The selection will be designated on Policy Schedule 1 and cannot be changed after the Policy's Date of Issue. The Owner may select either:

- (a) The Cash Value Accumulation Test: in which the Cash Value attributed to an insured employee is multiplied by the Net Single Premium Factor (at the insured employee's attained age) shown on Policy Schedule 6; or
- (b) The Guideline Premium/Corridor Percentage Test (available only with Death Benefit Option 1): in which the Cash Value attributed to an insured employee is multiplied by the corridor percentage (at the insured employee's attained age) shown on Policy Schedule 7.

Changes in Specified Amount. Unless provided otherwise, a change in Specified Amount may be effected under this Policy with respect to any class of insured employees, subject to (a) the consent of the Company and (b) the following conditions:

1. All such changes must be requested in writing and filed at the Home Office.
2. If a decrease in the Specified Amount for a class of insured employees is requested, the decrease will become effective on the Monthly Anniversary Day that coincides with or next follows receipt of the request provided any requirements as determined by the Company are met. In such event, the Company will reduce the existing Specified Amount against the most recent increase first, then against the next most recent increases successively, and finally, against the amount of insurance provided on the basis of the original application. In no event will the Specified Amount attributed to an insured employee be reduced below that necessary to maintain the Policy as life insurance as defined in the Internal Revenue Code.

INSURANCE COVERAGE PROVISIONS (Continued)

3. If an increase in the Specified Amount is requested:
- (a) a supplemental application must be submitted and evidence of insurability satisfactory to the Company must be furnished with respect to each insured employee upon whom the increase is requested; and
 - (b) any other requirements as determined by the Company must be met.

If the Company approves the request, the increase will become effective upon (i) the Monthly Anniversary Day that coincides with or next follows the date the request is approved by the Company and (ii) the deduction from the cash value of the first month's Cost of Insurance for the increase, provided the insured employee is alive on such day.

4. If a request is made to change the death benefit from Death Benefit Option 1 to Death Benefit Option 2 for a class of insured employees, the effective date of the change will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for the change.
5. If a request is made to change the Specified Amount from Death Benefit Option 2 to Death Benefit Option 1 for a class of insured employees:
- (a) the Specified Amount will be set equal to the Minimum Death Benefit as of the effective date of the change;
 - (b) the effective date will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for the change; and
 - (c) the Company will notify the Policyholder in writing of the Specified Amount then in effect.

The Company will not allow a decrease in the amount of insurance below the minimum amount required to maintain this Policy and the amount attributed to each insured employee's coverage as life insurance under the Internal Revenue Code.

Extension of Coverage. If any insured employee is alive at attained age 100 and the Net Cash Surrender Value is positive, the Company:

- (a) will immediately reduce the death benefit to 101% of the Cash Value for each such employee;
- (b) will continue to calculate all values under the Policy as described herein;
- (c) will set Cost of Insurance Rates at zero for each such employee; and
- (d) will continue the coverage and pay the death benefit upon due proof of such employee's death.

PREMIUM AND REINSTATEMENT PROVISIONS

Payment of Premiums. All premiums are payable at the Home Office or to an authorized agent of the Company. The first premium is due on the Date of Issue and is payable in advance. Receipts signed by the President or Secretary and duly countersigned will be furnished upon request.

Additional Premiums. The Company reserves the right to restrict the timing, number, and amount of additional premium payments.

Unless otherwise specified by the Policyholder, if there is any indebtedness, any additional premiums paid will be used first as a loan repayment with any excess applied as an additional premium.

As of the date the Company receives and accepts any additional premium, the Total Investment Base will reflect this payment and the un-recovered policy loading in the Policy Year of payment will increase. Such increase will be recovered in installments from the Total Investment Base. See Policy Schedule 3 for details.

Grace Period. If the Net Cash Surrender Value on any Monthly Anniversary Day is less than the required monthly deduction, a grace period of 61 days will be granted to pay a premium sufficient to cover the required monthly deductions. At least 31 days before the end of the grace period, the Company will send a notice that there is insufficient Net Cash Surrender Value under the Policy. The notice will show the amount of premium required to cover the monthly deduction to prevent the Policy from lapsing and will be mailed to the last known address of the Owner. If such premium, as billed by the Company, is not paid within the grace period, all coverage under the Policy will terminate without value at the end of the grace period. If an insured employee dies during the grace period, the Company will deduct any overdue monthly deductions from the proceeds payable.

Reinstatement. After the Policy has lapsed due to the expiration of a grace period, it may be reinstated at any time provided: (a) it has not been surrendered for cash; (b) a written application for reinstatement is submitted to the Company; (c) evidence of insurability satisfactory to the Company with respect to all insured employees is furnished; (d) enough premium is paid to keep the Policy in force for at least 1 year; and (e) any indebtedness against the Policy increased by any loan interest is paid or reinstated.

The Effective Date of the reinstated Policy will be the Monthly Anniversary Day next following the date the application for reinstatement is approved by the Company. Premiums paid after the Policy is reinstated are considered Additional Premiums in reference to charges shown in Policy Schedule 3.

OWNERSHIP, ASSIGNMENT AND BENEFICIARY PROVISIONS

Owner. The Owner on the Date of Issue will be the Policyholder designated in Policy Schedule 1.

Rights of Policyholder. The Policyholder may exercise all rights and privileges under the Policy including the right to: (a) release or surrender the Policy to the Company; (b) agree to any change in or amendment to the Policy; (c) transfer all rights and privileges to another person; and (d) assign the Policy. These rights are subject to the following conditions:

1. The Policy must be in force,
2. This Policy is classified as a restricted security and cannot be freely transferred or assigned. Any transfer or assignment of the Policy may have a detrimental impact on its treatment as insurance and the private placement exemption accorded the Policy under Regulation D of the Securities Act of 1933. The Policyholder may not assign the Policy as collateral security for a loan or other obligation without the express consent of the Company. The Company reserves the right to restrict any transfer or assignment and any such action must be approved in writing by an Officer of the Company prior to its execution.

Beneficiary. The Beneficiary as to each insured employee will be the entity designated by the Owner in the application for the Policy and named in Policy Schedule 1.

Change of Beneficiary. A new Beneficiary may be designated at any time. A request for Change of Beneficiary must be in writing. The request must be signed by the Policyholder.

A Change of Beneficiary will not take effect until recorded in writing by the Company. When a Change of Beneficiary has been so recorded, whether or not the insured employee is then alive, it will take effect as of the date the request was signed. Any payment made or any action taken or allowed by the Company before the change of Beneficiary is recorded will be without prejudice to the Company.

HOW VARIABLE LIFE INSURANCE WORKS

The Separate Account. All premiums paid under this Policy, net of Policy fees and charges described in Policy Schedule 3, are allocated to the Separate Account. The Company owns the assets in the Separate Account. The investments held in the Separate Account provide variable life insurance benefits under this Policy. This account is maintained separate from the general account and any other separate accounts the Company may have established.

The Separate Account is not registered with the SEC under the Investment Company Act of 1940. The operation of the Separate Account is governed by the laws of the State of Connecticut, the state of domicile of the Company.

Investment Portfolio. A description of the operation of the Separate Account is set forth in Policy Schedule 4.

Valuation. Investments in the Separate Account will be valued on each Valuation Day, but not less frequently than monthly. With respect to any particular investment in the Separate Account, the frequency of valuation will depend on the nature of such investment. A Valuation Day for securities traded on the NYSE is each day on which the NYSE is open for business, except any day on which trading on the NYSE is restricted, or on which an emergency exists as determined by the SEC, or an order of the SEC permits a delay in trading for the protection of Policyholders, so that valuation or disposal of securities is not practicable. A Valuation Day for securities not traded on the NYSE is any day on which such securities are valued.

Total Investment Base. The Total Investment Base at any time is the aggregate value of all the assets attributed to the Policy that are invested in the Separate Account. The Total Investment Base excludes the amount of any Policy loan. The Total Investment Base on the Date of Issue is the premium paid less the Policy Fee, less the first month's (a) Monthly Administrative Fee, (b) monthly Cost of Insurance, and (c) Mortality and Expense Risk Charge, and less the first year's Annual Recovery of Policy Loading with respect to such premium.

The Total Investment Base under this Policy (1) will be increased by the premium payments made, loans repaid, and any applicable annual recovery of policy loading refund under this Policy, and (2) will be reduced by (a) any applicable Annual Recovery of Policy Loading, (b) the amount of any partial surrenders, (c) the amount of any loans, and (d) the charges for the Cost of Insurance and other deductions as set forth below. The Total Investment Base will also increase or decrease as a result of the investment experience of the Separate Account for the current valuation period.

Cost of Insurance. The monthly deduction for the Cost of Insurance for each insured employee will be calculated as (1) multiplied by the net amount at risk which is the result of (2) minus (3), where

- (1) is the current Cost of Insurance Rate based on the insured employee's attained age,
- (2) is the death benefit at the beginning of the Policy Month, and
- (3) is the portion of the cash value attributed to the insured employee at the beginning of the Policy Month prior to the deduction of the Cost of Insurance for the current month.

Cost of Insurance Rates. Monthly Cost of Insurance Rates will be determined each year by the Company based on its mortality experience. Any change in Cost of Insurance Rates will apply to all individuals of the same class.

HOW VARIABLE LIFE INSURANCE WORKS (Continued)

Other Deductions. The following charges will also be included in the deductions:

- a. the monthly Administrative Fee,
- b. the monthly Mortality and Expense Risk Charge,
- c. the Policy Fee deducted as of the Date of Issue, and
- d. investment management and portfolio transaction costs.

These deductions are more fully described in Policy Schedule 3.

Reallocation of Total Investment Base. The Owner may reallocate all or part of the Total Investment Base to a Sub-Account that is currently available by submitting a written request to the Company. The Company reserves the right to specify the maximum number of reallocations that are permitted. The Company reserves the right to limit reallocations that are less than a specified dollar amount or that would result in less than a specified dollar amount remaining in the Sub-Account from which the reallocation is made. The Company will usually effect a reallocation within seven days after a written request is received. The Company may delay a reallocation if:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of policyholders; or
- trading on the NYSE is restricted.

The Company may defer reallocations or impose special conditions on requests for reallocation that require the liquidation of illiquid investments to the date such investments become available for liquidation. If the Policyholder is investing in a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to conditions on and the timing of reallocations.

NONFORFEITURE PROVISIONS

Cash Value. The cash value as of any date shall equal the sum of the Total Investment Base plus any indebtedness.

Cash Surrender Value. The Cash Surrender Value shall equal the cash value less any un-recovered policy loading, as defined in Policy Schedule 3.

Net Cash Surrender Value. The Net Cash Surrender Value as of any date shall equal the Cash Surrender Value minus any indebtedness. The Owner can surrender this Policy at any time and receive its Net Cash Surrender Value by returning the Policy to the Company with a signed, written request. The surrender will take effect on the date this Policy and the request are received in the Home Office of the Company.

The Net Cash Surrender Value will vary daily but upon surrender will be determined as of the date the Policy and the signed request for surrender are received in the Home Office. The Company will usually provide the Net Cash Surrender Value within seven days of receipt of the Policy and signed request for surrender. However, the Company may delay payment if the Net Cash Surrender Value cannot be determined because:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of Policyholders; or
- trading on the NYSE is restricted.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to surrender conditions, payment methods, timing of payment, and determination of Net Cash Surrender Value.

Basis of Computations. All calculations of net single premium factors are based on the 2001 CSO Mortality Tables (M) and (F) and interest at 4.00% per year. The insured employee's attained age is used in determining Cost of Insurance Rates.

A detailed statement of the method of computing values is filed with the insurance supervisor of the state or jurisdiction where this Policy is delivered. All Policy values equal or exceed those required by the law of that state or jurisdiction.

Partial Surrender. A partial surrender of this Policy may be elected on any Monthly Anniversary Day by submitting a written request to the Company. The amount of each current partial surrender together with the amount of all previous partial surrenders and indebtedness under this Policy may not exceed 90% of the sum of the Cash Surrender Value and the amount of all previous partial surrenders. When a partial surrender is made, the amount of the partial surrender will be deducted from the Total Investment Base. The Specified Amount for all insured employees will also be reduced uniformly by the amount of the partial surrender.

The Company will usually provide such partial surrender within seven days after a written request is received. However, the Company reserves the right to limit the number of partial surrenders in a Policy Year. The Company may delay payment if the partial surrender value cannot be determined because:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of Policyholders; or
- trading on the NYSE is restricted.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to surrender conditions, payment methods and timing of payments.

NONFORFEITURE PROVISIONS (Continued)

Deferral of Payments. The Company may in any event defer payment of full or partial surrenders for a period of up to 6 months from the date of requests therefor. The Company may defer payment or impose special conditions on requests for full or partial surrenders which require the liquidation of illiquid investments to the date or dates such investments become available for liquidation.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to surrender conditions, payment methods and timing of payments.

LOAN PROVISIONS

Policy Loan Availability. The Company will grant a loan (a "Policy loan") against the Policy provided (a) a proper loan agreement is executed, and (b) a satisfactory assignment of the Policy to the Company is made. The loan, including any interest due, may be for an amount up to the Policy loan value as described below.

The Company will usually provide such loan within 7 days after a written request is received. However, the Company may delay a loan if the loan value cannot be determined because:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of Policyholders; or
- trading on the NYSE is restricted.

The Company may in any event defer disbursement of loans for a period of up to 6 months from the date of requests therefore, and the Company may defer payment or impose special conditions on requests for loans which require the liquidation of illiquid investments to the date such investments become available for liquidation.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to loan conditions, payment methods and timing of payments.

Policy Loan Value. The Policy loan value of this Policy shall be an amount such that the total of all loans plus the total of all previous partial surrenders shall not exceed 90% of the sum of the then-current Cash Surrender Value and the amount of all previous partial surrenders.

Loan Interest. Interest on any Policy loan will be at a rate as shown in Policy Schedule 3. Loan interest is payable annually on each Policy Anniversary or as otherwise agreed in writing by the Owner and the Company. Interest not paid when due will be added to the loan and will bear interest at the same rate. Interest, as it accrues from day to day, will constitute an indebtedness.

Indebtedness. The term "indebtedness" means money which is owed on this Policy because of a loan on this Policy. Any indebtedness at time of settlement will reduce the proceeds. Indebtedness may be repaid in whole or in part at any time before the Policy matures.

If at any time the total indebtedness against the Policy, including interest accrued but not due, equals or exceeds the then-current Cash Surrender Value, the Policy will thereupon terminate without value subject to the conditions in the Grace Period provision.

Effect of a Loan. When a Policy loan is made, funds are transferred out of the Separate Account and into the general account of the Company. When a Policy loan is repaid, the amount of repayment is added to the Separate Account. A Policy loan reduces the Total Investment Base while repayment of a loan will cause an increase in the Total Investment Base.

A loan, whether or not repaid, will have a permanent effect on the Cash Surrender Values and on the death benefits. See the section on How Variable Life Insurance Works. If not repaid, any indebtedness will reduce the amount of death benefit proceeds and the amount available upon surrender of the Policy.

GENERAL PROVISIONS

The Policy. The Policy and the attached application for the Policy constitute the entire contract between the parties. All statements made in the application will, in the absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under the Policy unless it is contained in the application and a copy of the application is attached to the Policy when issued.

Only the President, a Vice President, an Assistant Vice President, a Secretary, a Director or an Assistant Director of the Company may make or modify this Policy.

The Policy is executed at the Home Office of the Company.

Non-Participation. The Policy is not entitled to share in surplus distribution.

Payment of Proceeds. Proceeds, as used in this Policy, means the amount payable (a) upon the surrender of the Policy, or (b) upon the death of any insured employee.

The proceeds payable to the Beneficiary upon receipt of due proof of the insured employee's death will be the death benefit as of the date of death less the portion of any indebtedness against the Policy attributed to the insured employee. If the insured employee dies during the grace period, the Company will pay the death benefit proceeds in effect immediately prior to the grace period, reduced by any overdue charges.

If the Policy is surrendered, the proceeds will be the Net Cash Surrender Value described in the "Nonforfeiture Provisions" section.

The proceeds are subject to the adjustments described in the following provisions:

1. Misstatement of Age and/or Sex;
2. Incontestability;
3. Suicide;
4. Grace period; and
5. Indebtedness.

Misstatement of Age. If the age of an insured employee is misstated, the Company will adjust all death benefits to the amounts that would have been purchased for the correct age.

Misstatement of Sex. If the sex of an insured employee is misstated, the Company will adjust all death benefits to the amounts that would have been purchased for the correct sex.

Suicide. If an insured employee commits suicide, while sane or insane, within 2 years from the Date of Issue, the death benefit will be limited to a refund of premiums paid with respect to the insured employee, less any indebtedness attributed to the insured employee. If the insured employee commits suicide, while sane or insane, within 2 years from the date of receipt of a premium payment other than the initial premium, or an increase in the Specified Amount, the death benefit payment with respect to such increase and additional premium will be limited to a refund of the amount of the additional premium attributed to the insured employee.

GENERAL PROVISIONS (Continued)

Incontestability. Except for nonpayment of premiums sufficient to pay monthly deductions, this Policy will be incontestable with respect to employees insured on its Date of Issue after it has been in force for 2 years from its Date of Issue. Insurance on the life of any insured employee will not be contested, except for nonpayment of premiums, after it has been in effect during the insured employee's lifetime for 2 years from the effective date of coverage for that insured employee. Any increase in Specified Amount will be incontestable, except for nonpayment of premiums, after it has been in effect during the insured employee's lifetime for 2 years from the date of the increase.

Annual Report. The Company will send a report to the Owner at least once a year without charge. The report will show the Total Investment Base as of the reporting date and the amounts deducted from or added to the Total Investment Base since the last report. The report will also show (a) the current death benefits, (b) the current Net Cash Surrender Value, (c) premiums paid and all deductions made since the last report, and (d) outstanding Policy loans.

Change of Plan. This policy may be exchanged for another policy only if the Company consents to the exchange and all requirements for the exchange as determined by the Company are met.

Policy Changes -- Applicable Law. This Policy must qualify initially and continue to qualify as life insurance under the Internal Revenue Code or successor law in order for the Owner to receive the tax treatment accorded to life insurance under Federal law. Therefore, to maintain this qualification the Company reserves in this Policy the right to return any premium payments that would cause this Policy to fail to qualify as life insurance under applicable tax law as interpreted by the Company. Further, the Company reserves the right to make changes in this Policy or to make distributions from the Policy to the extent it deems such necessary (a) to continue to qualify this Policy and the coverage attributed to an insured employee's as life insurance, and (b) to maintain the private placement exemption accorded this Policy under Regulation D of the Securities Act of 1933. Any such changes will apply uniformly to all affected Policies and insureds. The Owner will be given advance written notice of such changes.

SERFF Tracking Number: CCGC-126745275 State: Arkansas
 Filing Company: Connecticut General Life Insurance Company State Tracking Number: 46370
 Company Tracking Number: GLN660 (2010 EDITION)
 TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
 Product Name: GLN660 (2010 Edition)
 Project Name/Number: GLN660 (2010 Edition)/GLN660 (2010 Edition)

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR-Cert Rule19&49.pdf

AR-Readability Cert.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

The policy will be used with master application, B20001, approved 12/1/1998, and Consent Form, B10328 Rev.12/06, approved 1/16/2007.

Item Status: **Status**
Date:

Satisfied - Item: Cover Letter

Comments:

Attachment:

AR-Cover Ltr-GLN660 (2010 Edition).pdf

Item Status: **Status**
Date:

Satisfied - Item: Highlighted copy - Differences between previously approved version and 2010 edition.

Comments:

Attachment:

GLN660 (2010 Edition)-Highlighted.pdf

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

CERTIFICATION OF COMPLIANCE WITH
ARKANSAS RULE & REGULATION 19 and 49

Re: GLN660 (2010 Edition)

I hereby certify that the above-captioned form meets the provisions of Rule and Regulation 19 and 49 and all applicable requirements of the Arkansas Department of Insurance.

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

July 29, 2010

Date

By:



Jeffrey J. Krauss, Director Corporate Insurance

STATE OF ARKANSAS

CERTIFICATION

Re: GLN660 (2010 Edition)

This is to certify that the above-captioned form(s) submitted herewith have achieved the Flesch Ease Score noted below and comply with the requirements of Ark. Stat. Ann. Sections 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Description of Form</u>	<u>Score</u>
GLN660 (2010 Edition)	50.496

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

Date: July 29, 2010

By: 

Jeffrey J. Krauss, Director, Corporate Insurance



Julie A. Levine, J.D.
Connecticut General Life Insurance Company
900 Cottage Grove Rd, A4COL
Bloomfield, CT 06002
Telephone 860-226-9019
Facsimile 860-226-8292

July 30, 2010

FILED VIA SERFF

The Honorable Jay Bradford
Insurance Commissioner
Arkansas Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904

Attention: Linda Bird
Life & Health Division

GLN660 (2010 Edition) – Group Flexible Premium Variable Life Insurance Policy

Dear Ms. Bird:

Submitted for filing is the revised version of GLN660, retitled GLN660 (2010). This policy was originally approved by your Department on 10/3/2001 (paper submission), and revisions pursuant to the 2001 CSO Mortality Tables were approved by your Department on 11/30/07, under SERFF Tracking Number CCGC-125363291.

The contract as it stands is problematic, because it provides a Stable Value investment option. Policy Schedule 5 sets forth in detail the terms of that option. Unfortunately, due to the downturn in the economy, that option no longer exists. We would like to provide our clients with the ability to exercise that option, should it ever return to the market, but, in such an event, the terms of the option would be very different, reflecting new economic realities. The changes we have made to the contract reflect the current marketplace, but leave open the possibility for a Stable Value option in the future.

The ONLY differences between this policy and the currently approved version are the following:

- Page 1 – The specimen date of issue and the form number.
- Policy Schedule 2 – The Stable Value Provider definition, which now reads:
“The financial institution that supports the stable value option.” The form number was also changed.
- Policy Schedule 5 – All prior language was deleted and the following language substituted:
“A Stable Value investment option may be elected at the option of the policyholder, subject to market availability and terms. Additional terms and restrictions may apply, to be disclosed to the policyholder prior to the election.” The form number was also changed.

GLN660 (2010) was filed for domiciliary approval on 7/29/2010.

Any certification or other materials we believe you require are enclosed. Unless otherwise informed, we reserve the right to alter the layout, color, sequential order, and typeset of this form. We certify that any such change will be in conformance with your requirements. This form complies with your readability requirements.

Thank you for your time and consideration. Please feel free to contact me by phone (860-226-9019), email (Julie.Levine@CIGNA.com), or via SERFF if you have any questions or concerns regarding this submission.

Sincerely,

A handwritten signature in cursive script that reads "Julie A. Levine".

Julie A. Levine
Sr. Compliance Analyst

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

Home Office Location: Bloomfield, Connecticut
Mailing Address: P.O. Box 2975, Hartford, Connecticut 06104

POLICYHOLDER : XYZ CORPORATION (or XYZ Trust)
DATE OF ISSUE : JULY 1, 2010
POLICY NUMBER : SPECIMEN
INSURED EMPLOYEES : SEE POLICY SCHEDULE 1
STATE OF ISSUE : ANY STATE

This Policy is issued and accepted subject to the terms set forth on the following pages, which are made a part of the Policy. In consideration of the application and the payment of premiums as provided, this Policy is executed by Connecticut General Life Insurance Company ("the Company") as of its Date of Issue.

ALL BENEFITS AND VALUES PROVIDED BY THIS POLICY WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE INVESTMENT PORTFOLIO ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.


President

Group Flexible Premium Variable Life Insurance Policy

Variable life insurance payable upon the death of an Insured.
Adjustable death benefit. Non-participating. Experience credits.
Investment results reflected in policy benefits.

This Policy is an unregistered restricted security issued in accordance with Regulation D of the Securities Act of 1933. This Policy may not be sold or transferred to any person, including a pledgee or donee, without an effective registration statement under that Act unless the Company has received satisfactory evidence that the proposed transaction will be exempt from applicable registration requirements.

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**POLICY SCHEDULE 1
POLICY INFORMATION**

DATE OF ISSUE	July 1, 2001
EFFECTIVE DATE	July 1, 2001
INITIAL PREMIUM	\$20,000,000 Additional premium payments are subject to the Company's approval.
POLICY NUMBER	GV100P
ELECTED TEST FOR COMPLIANCE WITH IRC DEFINITION OF LIFE INSURANCE	Cash Value Accumulation Test (Use Policy Schedule 6)
CLASS OF EMPLOYEES ELIGIBLE FOR INSURANCE	All full time employees job grade 51 and up who are "actively at work" as defined on Policy Schedule 2.
SPECIFIED AMOUNT AT ISSUE	Shown on attached Exhibit
POLICYHOLDER /OWNER	XYZ CORPORATION (or XYZ Trust)
BENEFICIARY	XYZ CORPORATION (or XYZ Trust)
MONTHLY ANNIVERSARY DAY	1 st day of the month

POLICY SCHEDULE 2 DEFINITIONS

Actively At Work and Actively-At-Work Requirement. See definition in the “Eligibility” provision under the “Eligibility, Effective Date and Termination of Insurance” provisions of this Policy.

Allocation Date. The date on which the Owner first allocates any part of the Total Investment Base to a Stable Value Sub-Account.

Attained Age. The age of the insured employee on the birthday that is closest to the applicable Policy Anniversary Date.

Cash Value. See definition under “Nonforfeiture Provisions”.

Cash Surrender Value. See definition under “Nonforfeiture Provisions”.

Company. Connecticut General Life Insurance Company.

Date of Issue. The date on which the Company issues the Policy to the Owner. The Date of Issue is shown on Policy Schedule 1.

Effective Date. The date on which coverage under the Policy becomes effective. The original Effective Date is shown on Policy Schedule 1.

Evidence Of Insurability. As requested by the company, and may include without limitation a medical exam and collection of current medical information.

Home Office. Connecticut General Life Insurance Company, the mailing address of which is P.O. Box 2975, H14A, Hartford, Connecticut 06104.

Indebtedness. See definition under “Loan Provisions”.

In Writing, Written. In a written form satisfactory to the Company and received by the Company at its Home Office.

Internal Revenue Code, IRC. Internal Revenue Code of 1986, as amended.

Investment Manager. The individual or entity charged with the investment management of the assets of the Separate Account and/or any sub-account thereof. If other than the Company, the Investment Manager will be registered under the Investment Advisers Act of 1940 or be qualified with the Connecticut Insurance Department to manage life insurance separate accounts.

Investment Portfolio, Portfolio. That portion of the assets of the separate account or any sub-accounts attributable to the Policy.

Monthly Anniversary Day. The date on which the Company deducts charges. The Monthly Anniversary Day is computed from the Date of Issue and is listed on Schedule 1.

Mortality Retention. That portion of the Cost of Insurance charge that is not subject to experience credits.

POLICY SCHEDULE 2 (Continued)
DEFINITIONS

Net Amount at Risk. The difference between the Death Benefit (see Insurance Coverage Provisions) and the portion of the cash value of the Policy that is attributed to the insured employee. For the method by which the Net Amount at Risk is calculated, see the Cost of Insurance provision under the “How Variable Life Insurance Works” provisions of this Policy.

Net Cash Surrender Value. See definition under “Nonforfeiture Provisions”.

NYSE. New York Stock Exchange.

Owner. The person or entity designated in the application and on Policy Schedule 1 as the Owner. The Owner may also be referred to as the Policyholder.

Policy Anniversary, Policy Year. Twelve-month periods measured from the Date of Issue.

Policy Month. One-month periods beginning on each Monthly Anniversary Day and ending on the day prior to the next Monthly Anniversary Day.

Policyholder. The Owner of this Policy. The Policyholder is designated on page 1 and on Policy Schedule 1.

Policy loan. See definition under “Loan Provisions”.

Policy Quarter. Three-month periods beginning on the Allocation Date for the first Policy Quarter and on the day following the prior Policy Quarter for each successive Policy Quarter and ending on a Quarterly Anniversary Date.

Quarterly Anniversary Date. The date that is three calendar months after the Allocation Date (for the first Quarterly Anniversary Date) and each date that is three calendar months after the immediately preceding Quarterly Anniversary Date.

SEC. Securities and Exchange Commission.

Separate Account. See definition and description in Policy Schedule 4.

Specified Amount. The amount originally selected by the Owner for each insured employee which is used in the determination of the death benefit for that employee. The Specified Amount may be increased or decreased as described in the Changes in Specified Amount provision under the “Insurance Coverage Provisions” of the Policy.

Stable Value Contract Provider. ~~[ABC Corporation.]~~ The financial institution that supports the Stable Value option.

Sub-Account. An asset allocation in the Separate Account in which one or more Policyholders may participate.

1035 Exchange, IRC Section 1035 Exchange. Tax-free exchange as defined in Section 1035 of the Internal Revenue Code, as amended

Total Investment Base. See definition and description under the “How Variable Life Insurance Works” provisions of the Policy.

**POLICY SCHEDULE 3
CHARGES AND FEES FOR THIS POLICY**

Mortality and Expense Risk Charge:

An annual charge which is a percentage of the Total Investment Base, as defined under the “How Variable Life Insurance Works” provisions of the Policy, will be deducted monthly. The actual mortality and expense charge is determined by the Company, but may not exceed the annual guaranteed maximum Mortality and Expense Charge of [1.50%].

Cost of Insurance Charge:

Cost of Insurance charges will be determined each year by the Company based on its mortality experience, and will be collected on each Monthly Anniversary Day based on the then-current net amount at risk, class, age, duration, and gender for each insured employee under the Policy. The Company may experience rate a Policy Year's mortality experience 24 months (assuming normal claim lags) after the end of the Policy Year. During this experience rating process, either an experience refund or an additional Cost of Insurance charge will be applied to the Total Investment Base.

For each Policy Year, a maximum Cost of Insurance charge will apply based upon the size of the group covered and the mortality retention used in the experience rating process.

If this group Policy is surrendered, the difference between the maximum Cost of Insurance charge for the year and the actual mortality experience reported during the year may be retained by the Company. The retained amount is subject to a terminal experience rating within 24 months from the termination date (assuming standard claim lags).

Policy Fees:

- First Year Policy Fee: \$250 per insured employee deducted as of the Date of Issue.
- Monthly Administrative Fee: \$10 per month per insured employee deducted on the Monthly Anniversary Day.

Annual Recovery of Policy Loading:

- Initial premium: 4% of the initial premium deducted on the Date of Issue and 1% of the initial premium deducted annually thereafter on the first through ninth Policy Anniversaries.
- Additional premiums: 4% of each additional premium deducted upon receipt of premium and 1% of each additional premium deducted annually thereafter on the first through ninth Policy Anniversaries following receipt and acceptance of the additional premium.

The amount of all un-recovered policy loading is deducted from the Total Investment Base in calculating the Cash Surrender Value.

Initial Premium:

The amount of such un-recovered policy loading attributable to the initial premium is:

During Policy Year	As % of Initial Premium	During Policy Year	As % of Initial Premium
1	9.00%	6	4.00%
2	8.00%	7	3.00%
3	7.00%	8	2.00%
4	6.00%	9	1.00%
5	5.00%	10+	0.00%

**POLICY SCHEDULE 3 (Continued)
CHARGES AND FEES FOR THIS POLICY**

Additional Premiums:

The increase in the amount of un-recovered policy loading attributable to an additional premium is:

Duration from date of Additional Premium	As % of Additional Premium	Duration from date of Additional Premium	As % of Additional Premium
1	9.00%	6	4.00%
2	8.00%	7	3.00%
3	7.00%	8	2.00%
4	6.00%	9	1.00%
5	5.00%	10+	0.00%

Annual Recovery of Policy Loading Refund:

- Initial premium: .40% of the initial premium credited on the day prior to the first Policy Anniversary and .40% credited annually thereafter on the day prior to each of the second through tenth Policy Anniversaries.
- Additional premiums: .40% of each additional premium credited on the day prior to the first Policy Anniversary and .40% credited annually thereafter on the day prior to each of the second through tenth Policy Anniversaries following receipt and acceptance of the additional premium.

Policy Loan Interest Rate:

Interest on any Policy loan will be at a rate no greater than 8% per year payable in arrears. The monthly interest rate applied to that portion of the cash value which secures any outstanding Policy loan when expressed as an equivalent annual rate shall be the Policy loan rate less [1.50%].

Asset Management Fee:

An annual asset management fee will be deducted by or on behalf of the Company or the Separate Account's Investment Manager(s), or both.

Portfolio Transaction Costs and Fees:

In addition to the asset management fee, investment activity within the separate account and any sub-accounts may entail certain additional fees and charges including without limitation brokerage fees and commissions, transfer taxes, interest, custodial fees, auditor's fees, and fees associated with particular investment instruments such as stable value contracts and other derivative instruments issued by financial institutions or their affiliates.

POLICY SCHEDULE 4 THE SEPARATE ACCOUNT

The Separate Account. The separate account for this Policy is Connecticut General Life Insurance Company Separate Account (X) (“the Separate Account”) which is organized in and governed by the laws of the State of Connecticut, the state of domicile of the Company.

The assets in the Separate Account will generally be invested in designated Sub-Accounts which will be made up of common stocks or other types of equity investments, securities that may be converted to any equity type of investment, bonds, registered investment company shares and interests in unregistered investment funds or companies. Such assets may also, however, be invested in any class of loans or investments which is permissible under applicable state and federal law and which is suitable for this Policy's purposes. Certain of the Sub-Accounts may invest in illiquid investment instruments, including stable value contracts and other derivatives, issued by financial institutions or their affiliates.

If the Policyholder is allocating assets to a Stable Value Sub-Account, refer to Policy Schedule 5 for applicable provisions.

All income, gains or losses, realized or unrealized from the assets in Connecticut General Life Insurance Company Separate Account (X) shall be credited to or charged against said account without regard to other income, gains or losses, of the Company.

Amounts allocated to the Separate Account in the exercise of the power granted by the laws of the State of Connecticut shall be owned by the Company, and the Company shall not be, nor hold itself out to be, a trustee with respect to such amounts. The portion of the assets of the Separate Account equal to the reserves and other Policy liabilities with respect to this Policy shall not be chargeable with liabilities arising out of any other business the Company may conduct.

Management of the Separate Account. Connecticut General Life Insurance Company Separate Account (X) will be managed by one or more separate Investment Managers who are either registered under the Investment Advisers Act of 1940 or are qualified with the Connecticut Insurance Department to manage variable life insurance separate accounts. The Company reserves the right to change Investment Managers with appropriate notice to Policyholders.

Addition, Deletion or Substitution of Sub-Accounts. The Company reserves the right, subject to compliance with applicable law, to add, change, and delete Sub-Accounts, to make additions to, deletions from, or substitutions for the assets that are held by Sub-Accounts or that Sub-Accounts may purchase. The Company will not modify the investment policy of a Sub-Account without notice to the Policyholder. The Company also reserves the right to eliminate or combine existing Sub-Accounts or to transfer assets between Sub-Accounts. The Company may make appropriate endorsements to the Policy to reflect any such change.

NOTE: PLEASE REFER TO THE INVESTMENT PLAN OF OPERATION FOR FURTHER DETAILS.

POLICY SCHEDULE 5
STABLE VALUE INVESTMENT PROVISIONS

A Stable Value investment option may be elected at the option of the policyholder, subject to market availability and terms. Additional terms and restrictions may apply, to be disclosed to the policyholder prior to the election.

~~Additional conditions, restrictions and requirements apply to this Policy if any portion of the Total Investment Base is allocated to one or more Sub Accounts (each, a “Stable Value Sub Account”) that invest in stable value contracts issued by financial institutions or their affiliates. If any portion of the Total Investment Base is allocated to one or more Stable Value Sub Accounts, this Policy shall be modified in accordance with all of the following provisions of Policy Schedule 5. All provisions of the Policy not affected by this Schedule 5 shall remain in full force and effect.~~

Stable Value Sub Account

~~Each Stable Value Sub Account is a Sub Account of the Separate Account to which the Owner has elected to allocate assets supporting this Group Policy. The assets in each Stable Value Sub Account supporting this Group Policy consist of: (i) an interest in an investment portfolio, managed by the relevant Investment Manager, and (ii) a stable value contract executed between the Stable Value Contract Provider and the Company on behalf of the Separate Account substantially on the terms described in this Policy Schedule 5 and as further described in the applicable Private Placement Memorandum. The Owner understands and agrees that: (i) such stable value contract is an investment authorized by this Group Policy; and (ii) the Owner shall have no recourse against the Company and the Company shall have no liability with respect to the obligations, representations, warranties or guarantees of the Stable Value Contract Provider, whether described in this Group Policy or otherwise, with respect to such stable value contract.~~

Stabilized Investment Value

~~The Group Policy’s Total Investment Base will be maintained at the Stabilized Investment Value. With respect to any Stable Value Sub Account, the Stabilized Investment Value generally equals the initial Total Investment Base allocated to such Stable Value Sub Account plus any accrued interest credited to such Stable Value Sub Account minus all applicable charges. The accrued interest for such Stable Value Sub Account is calculated daily at the crediting rate which is reset quarterly by the Stable Value Contract Provider. The Company has no obligation to calculate or reset the crediting rate. The Stable Value Contract Provider intends that the aggregate credited accrued interest amount will closely track the long term total return performance of the investment portfolio contained within such Stable Value Sub Account.~~

1. ~~Stable Value Surrender Feature~~

~~The Owner may surrender this Policy for its Net Cash Surrender Value at any time subject to the provisions of this Group Policy. The request for surrender must be submitted to the Company in writing in a form acceptable to the Company. The surrender will take effect on the date this Policy and the request are received and accepted in the Home Office of the Company. The provisions of the Policy regarding surrenders are modified as follows:~~

~~The payment methods that apply with respect to a particular Stable Value Sub Account will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account and generally will be in accordance with paragraphs a. and b., as follows:~~

a. ~~Stabilized Investment Value Paid in Lump Sum~~

~~The Stabilized Investment Value will be paid in a lump sum payment within [6] months after the date on which the Company receives and accepts the Owner’s surrender request. Under this payment method, the Owner will be required to provide certain certifications in writing to the Company and~~

POLICY SCHEDULE 5 (Continued)
STABLE VALUE INVESTMENT PROVISIONS

~~the Stable Value Contract Provider in conjunction with the surrender request, upon which the Company and the Stable Value Contract Provider will rely, as set forth below. The Net Cash Surrender Value will be calculated with reference to the value of the stable value contract, as determined under its terms, and to the value of the other assets held in the applicable Stable Value Sub Account.~~

~~The Company will advise the Owner of the terms of the required certifications to the Company and the Stable Value Contract Provider prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account. The certifications generally will require that the Owner make representations at the time of the surrender request including without limitation representations substantially similar to the following:~~

- ~~(i) the Owner makes the required representations regarding its financial status as specified prior to the Allocation Date;~~
- ~~(ii) the Owner is not effecting a 1035 Exchange of the Policy; and~~
- ~~(iii) the Owner or the grantor of the Owner has not acquired in the six month period preceding the date of surrender, and will not acquire (or cause a trust to acquire) during the five year period immediately following the date of the surrender, any life insurance policy, policies or group certificates of a permanent nature (including without limitation group, individual, variable or general account life insurance) that provides economic benefits similar to the Policy.~~

~~If the Owner fails to make the required representations or the representations are not true, correct and complete, the Company may, at its option or at the direction of the Stable Value Contract Provider, make payment pursuant to the payment method described in paragraph 1.b. below.~~

~~b. Stabilized Investment Value Paid Quarterly~~

~~The Stabilized Investment Value will be paid in quarterly payments commencing on the Quarterly Anniversary Date following the date on which the Company receives and accepts the Owner's surrender request if (1) such request is pursuant to the provisions of 1.a. above and the Owner fails to make the required representations or the representations are not true, correct and complete or (2) the Owner elects to make a 1035 Exchange. The Net Cash Surrender Value will be calculated with reference to the value of the stable value contract, as determined under its terms, and to the value of the other assets held by the applicable Stable Value Sub Account. The Company will apply the Net Cash Surrender Value to this quarterly payment method. The number of quarters over which payment will be made will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account. The amount of each payment will be equal to the then current amount of surrender proceeds held in the applicable Stable Value Sub Account divided by the number of quarters remaining for payment, including the current quarter.~~

~~The Company may, in its sole discretion, provide for other payment methods. Payment methods other than those disclosed to the Owner as applicable to a particular Stable Value Sub Account at the time of allocation will not apply to the surrender of the Policy unless the Company and Owner agree.~~

~~During the period prior to payment, the surrender proceeds will continue to be held in the applicable Stable Value Sub Account and will be subject to the investment experience of such Stable Value Sub Account. The surrender proceeds held in such Stable Value Sub Account will be managed in accordance~~

POLICY SCHEDULE 5 (Continued)
STABLE VALUE INVESTMENT PROVISIONS

with the investment guidelines related to the payment method. The applicable investment guidelines for each respective payment method will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account.

2. ~~Partial Surrender, Policy Loans and Reallocations~~

~~The Owner may request a partial surrender, policy loan or reallocation by submitting a written request to the Company. The Company reserves the right to place additional restrictions, requirements and conditions on a policy transaction that involves withdrawals of any value from that portion of the Total Investment Base held in any Stable Value Sub Account. These additional restrictions, requirements and conditions, with respect to a particular Stable Value Sub Account, will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account and generally will be as follows:~~

- ~~a. A partial surrender, policy loan or reallocation (other than reallocations to another Stable Value Sub Account which may occur only as described in section 3 below) from the Total Investment Base held in a Stable Value Sub Account may be requested only after a specified anniversary of the Allocation Date. The specified anniversary will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account but generally will not be earlier than the [third] anniversary of the Allocation Date.~~
- ~~b. The Owner may request a partial surrender, policy loan or reallocation (other than reallocations to another Stable Value Sub Account which may occur only as described in section 3 below) from the Total Investment Base held in a Stable Value Sub Account up to a maximum specified number per Policy Year. The applicable maximum specified number per Policy Year will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account but generally will not be more than [4] times per Policy Year.~~
- ~~c. A partial surrender, policy loan or reallocation (other than reallocations to another Stable Value Sub Account which may occur only as described in section 3 below) from the Total Investment Base held in a Stable Value Sub Account will take effect on the next Quarterly Anniversary Date following prior notice of not less than [60] days to the Company.~~
- ~~d. The amount of each partial surrender, policy loan or reallocation (other than reallocations to another Stable Value Sub Account which may occur only as described in section 3 below) from the Total Investment Base held in a Stable Value Sub Account may not exceed a specified percentage of the then current Total Investment Base held in the Stable Value Sub Account. The specified percentage will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account but generally will not be more than [5] percent [per Policy Quarter][per Policy Year].~~

3. ~~Transfers Among Stable Value Sub Accounts~~

~~The Owner may request a reallocation among Stable Value Sub Accounts by submitting a written request to the Company. The Company reserves the right to place additional restrictions, requirements and conditions on these reallocations. These additional restrictions, requirements and conditions with respect to a particular Stable Value Sub Account will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account and generally will be as follows:~~

POLICY SCHEDULE 5 (Continued)
STABLE VALUE INVESTMENT PROVISIONS

- a. ~~Reallocations to other Stable Value Sub Accounts from the Total Investment Base held in a Stable Value Sub Account may be requested only after a specified anniversary of the Allocation Date. The specified anniversary will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account but generally will not be prior to the [third] anniversary of the Allocation Date.~~
- b. ~~The Owner may request reallocations to other Stable Value Sub Accounts from the Total Investment Base held in a Stable Value Sub Account not more frequently than [once] per policy year.~~
- c. ~~Reallocations to other Stable Value Sub Accounts from the Total Investment Base held in a Stable Value Sub Account will take effect on the next Quarterly Anniversary Date following prior notice of not less than [75] days to the Company.~~
- d. ~~The Company reserves the right to refuse a reallocation to other Stable Value Sub Accounts from the Total Investment Base held in a Stable Value Sub Account within [45] days prior to the next Quarterly Anniversary Date, and no reallocation will be permitted if the value of the stable value contract would exceed the maximum percentage permitted under any applicable insurance laws or regulations or would otherwise result in a violation of applicable law.~~

4. ~~Mandatory Reallocations~~

~~The Company may reallocate any portion of the Total Investment Base held in a Stable Value Sub Account at any time upon the occurrence of certain specified events. These events will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account and generally will include:~~

- ~~a. The credit of either the Stable Value Contract Provider or the Company is downgraded below BBB- by Standard & Poor's Rating Services or below Baa3 by Moody's Investors Services, Inc. or equivalent if these ratings are discontinued.~~
- ~~b. The average age of the insureds exceeds 70 years.~~
- ~~c. The value of the stable value contract exceeds 20% of the Total Investment Base allocated to such Stable Value Sub Account.~~
- ~~d. The Investment Manager of the underlying assets fails to follow the management guidelines.~~
- ~~e. The Investment Manager of the underlying assets is replaced without the Stable Value Contract Provider's consent.~~
- ~~f. The occurrence of a specified date. This date will be provided prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account.~~

~~If any one of these events occurs, a portion of the Total Investment Base held in a Stable Value Sub Account will be reallocated quarterly to the other Sub Accounts selected by the Owner, beginning on the next Quarterly Anniversary Date. The number of quarters that apply to a reallocation in accordance with this Mandatory Reallocations provision for a particular Stable Value Sub Account will be provided prior~~

POLICY SCHEDULE 5 (Continued)
STABLE VALUE INVESTMENT PROVISIONS

~~to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account. The amounts reallocated may vary from quarter to quarter. The amount of each reallocation will be equal to the then current amount of the Total Investment Base held in such Stable Value Sub Account divided by the number of quarters remaining for the mandatory reallocation, including the current quarter. During this period of quarterly reallocation, the Total Investment Base will continue to be held in such Stable Value Sub Account and will be managed in accordance with the applicable guidelines.~~

~~5. **Availability of Stable Value Sub Accounts**~~

~~The availability of a Stable Value Sub Account will be limited. The Company reserves the right to restrict the timing and amount of allocations of Total Investment Base to a Stable Value Sub Account due to additional premiums or reallocations from another Sub Account.~~

~~6. **Other Restrictions, Requirements and Conditions**~~

~~The Stable Value Contract Provider may impose other conditions and limitations regarding the assets held in a Stable Value Sub Account. These conditions and limitations may require the Company to impose other restrictions, requirements and conditions on the Owner's rights under this Policy. The Company will apprise the Owner of any such other restrictions, requirements and conditions prior to the Owner making an allocation of the Total Investment Base to a Stable Value Sub Account.~~

~~[For a further description of the Stable Value Sub Accounts, and their applicable restrictions, requirements and conditions, and a discussion of the valuation of the assets of the Separate Account, refer to the applicable Private Placement Memorandum.]~~

~~7. **No Guarantees**~~

~~Neither the Company nor the Separate Account guarantees any performance or payment obligation of the Stable Value Contract Provider.~~

POLICY SCHEDULE 6
TABLE OF NET SINGLE PREMIUM FACTORS
(Attained Age Factors Per \$1.00 of Cash Value)

Age	Male	Female
0	16.00237	19.07852
1	15.60488	18.49881
2	15.12336	17.89249
3	14.61893	17.27712
4	14.10641	16.66466
5	13.59974	16.06959
6	13.10993	15.49184
7	12.63798	14.93336
8	12.18179	14.39940
9	11.74094	13.88304
10	11.31615	13.38379
11	10.90571	12.90273
12	10.51319	12.43911
13	10.13933	11.99619
14	9.78275	11.57138
15	9.44382	11.16365
16	9.12560	10.77099
17	8.82543	10.39466
18	8.54167	10.03188
19	8.26926	9.68205
20	8.00581	9.34540
21	7.74985	9.01984
22	7.50022	8.70499
23	7.25778	8.40116
24	7.02192	8.10674
25	6.79291	7.82260
26	6.57058	7.54833
27	6.35576	7.28355
28	6.14812	7.02875
29	5.94586	6.78303
30	5.74840	6.54602
31	5.55601	6.31701
32	5.36869	6.09664
33	5.18663	5.88420
34	5.01014	5.67960
35	4.83927	5.48270
36	4.67383	5.29378
37	4.51428	5.11173
38	4.36020	4.93660
39	4.21189	4.76766
40	4.06903	4.60461
41	3.93146	4.44735
42	3.79919	4.29575
43	3.67220	4.14978
44	3.55032	4.00927
45	3.43363	3.87412
46	3.32188	3.74424
47	3.21463	3.61956
48	3.11168	3.50010
49	3.01205	3.38555

Age	Male	Female
50	2.91573	3.27593
51	2.82280	3.17100
52	2.73333	3.07057
53	2.64756	2.97456
54	2.56538	2.88277
55	2.48688	2.79493
56	2.41206	2.71088
57	2.34068	2.63055
58	2.27254	2.55370
59	2.20695	2.48020
60	2.14389	2.40965
61	2.08345	2.34187
62	2.02580	2.27675
63	1.97105	2.21415
64	1.91913	2.15390
65	1.86977	2.09593
66	1.82279	2.04016
67	1.77786	1.98650
68	1.73471	1.93490
69	1.69326	1.88530
70	1.65328	1.83763
71	1.61488	1.79187
72	1.57804	1.74805
73	1.54315	1.70610
74	1.51000	1.66593
75	1.47837	1.62749
76	1.44821	1.59068
77	1.41943	1.55544
78	1.39208	1.52168
79	1.36627	1.48935
80	1.34206	1.45835
81	1.31935	1.42862
82	1.29818	1.40071
83	1.27831	1.37456
84	1.25963	1.34980
85	1.24209	1.32638
86	1.22575	1.30426
87	1.21060	1.28282
88	1.19662	1.26293
89	1.18373	1.24434
90	1.17181	1.22689
91	1.16073	1.20989
92	1.14997	1.19164
93	1.13929	1.17293
94	1.12839	1.15419
95	1.11682	1.13538
96	1.10390	1.11630
97	1.08818	1.09547
98	1.06785	1.07122
99	1.04000	1.04000
100+	1.01000	1.01000

Factors shown (except for ages 100+) are calculated based on the Sex-Distinct 2001 CSO Composite Tables, (age nearest birthday), interest at 4%, and the Insured's Attained Age as of each Policy Anniversary. Between Anniversaries, the Net Single Premium Factor shall be the same as that for the previous anniversary.

**POLICY SCHEDULE 7
TABLE OF CORRIDOR PERCENTAGES**

In the event the Guideline Premium/Corridor Percentage Test is elected for compliance with the IRC definition of life insurance, the minimum death benefit at any time is determined by multiplying the Accumulation Value of this policy, as of the date of calculation, by the applicable Corridor Percentage. The applicable Corridor Percentage is determined from the table below for the Insured's attained age as of the date of the calculation. Between anniversaries the Corridor Percentage shall be the same as that for the previous anniversary.

Attained Age	Corridor Percentage	Attained Age	Corridor Percentage	Attained Age	Corridor Percentage
--		45	215	75	105
16	250	46	209	76	105
17	250	47	203	77	105
18	250	48	197	78	105
19	250	49	191	79	105
20	250	50	185	80	105
21	250	51	178	81	105
22	250	52	171	82	105
23	250	53	164	83	105
24	250	54	157	84	105
25	250	55	150	85	105
26	250	56	146	86	105
27	250	57	142	87	105
28	250	58	138	88	105
29	250	59	134	89	105
30	250	60	130	90	105
31	250	61	128	91	104
32	250	62	126	92	103
33	250	63	124	93	102
34	250	64	122	94+	101
35	250	65	120		
36	250	66	119		
37	250	67	118		
38	250	68	117		
39	250	69	116		
40	250	70	115		
41	243	71	113		
42	236	72	111		
43	229	73	109		
44	222	74	107		

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF INSURANCE

Eligibility. Those employees of the Policyholder meeting the definition of the eligible class of employees specified on Policy Schedule 1 and meeting the Actively-at-Work requirement are eligible to be insured under this Policy. To satisfy the Actively-at-Work requirement, an employee must have been working on a full-time basis and not have missed work on account of a sickness or accident more than 3 days out of the 90 days ending with the effective date of coverage of such employee under this Policy.

Effective Date of Coverage. Each eligible employee will become covered under this Policy on the later of the Effective Date of this Policy or the Monthly Anniversary Day that coincides with or next follows the date an employee becomes eligible, subject to the following requirements:

1. The Company has received the initial premium, and
2. The Company's underwriting requirements have been met with respect to such employee.

Termination of Coverage. Insurance will terminate as to any employee insured under this Policy on the earliest of the following dates:

1. The date this Policy terminates,
2. The date of expiration of the Grace Period,
3. The date of death of the insured employee,
4. The date the Company receives a written request from the Policyholder to surrender the Policy,
5. The date this Policy is amended to terminate the insurance for the class of insured employees to which the insured employee belongs.

Any Monthly Deduction made after termination of coverage as to any insured employee will not, by itself, be considered a reinstatement of the coverage as to that employee nor a waiver by the Company of the termination. Any such deduction will be refunded.

INSURANCE COVERAGE PROVISIONS

Death Benefit. If the insured employee dies while the Policy is in force, the Company will pay a death benefit based upon the Death Benefit Option in effect on the date of death, less any indebtedness attributed to the insured employee. The death benefit will vary daily based upon the investment experience of the assets in the Separate Account. The Death Benefit Options available under this Policy are as follows:

Death Benefit Option 1. The death benefit attributed to an insured employee (before deduction of any indebtedness attributed to the insured employee) will equal the greater of: (a) the Specified Amount, or (b) the Minimum Death Benefit.

Death Benefit Option 2. The death benefit attributed to an insured employee (before deduction of any indebtedness attributed to the insured employee) will equal the Minimum Death Benefit.

The Company reserves the right to automatically adjust the death benefit at any time so that it is never less than the amount required by the Internal Revenue Code to maintain this Policy as life insurance as defined in the Internal Revenue Code. The Company will adjust the Cost of Insurance charges to reflect any corresponding adjustments to the death benefit.

Minimum Death Benefit. The Minimum Death Benefit attributed to an insured employee is an amount determined by the Company equal to that required by the Internal Revenue Code to maintain the coverage as life insurance. At the time of application, the Owner will elect the test for determining compliance with the IRC definition of life insurance. The selection will be designated on Policy Schedule 1 and cannot be changed after the Policy's Date of Issue. The Owner may select either:

- (a) The Cash Value Accumulation Test: in which the Cash Value attributed to an insured employee is multiplied by the Net Single Premium Factor (at the insured employee's attained age) shown on Policy Schedule 6; or
- (b) The Guideline Premium/Corridor Percentage Test (available only with Death Benefit Option 1): in which the Cash Value attributed to an insured employee is multiplied by the corridor percentage (at the insured employee's attained age) shown on Policy Schedule 7.

Changes in Specified Amount. Unless provided otherwise, a change in Specified Amount may be effected under this Policy with respect to any class of insured employees, subject to (a) the consent of the Company and (b) the following conditions:

1. All such changes must be requested in writing and filed at the Home Office.
2. If a decrease in the Specified Amount for a class of insured employees is requested, the decrease will become effective on the Monthly Anniversary Day that coincides with or next follows receipt of the request provided any requirements as determined by the Company are met. In such event, the Company will reduce the existing Specified Amount against the most recent increase first, then against the next most recent increases successively, and finally, against the amount of insurance provided on the basis of the original application. In no event will the Specified Amount attributed to an insured employee be reduced below that necessary to maintain the Policy as life insurance as defined in the Internal Revenue Code.

INSURANCE COVERAGE PROVISIONS (Continued)

3. If an increase in the Specified Amount is requested:
- (a) a supplemental application must be submitted and evidence of insurability satisfactory to the Company must be furnished with respect to each insured employee upon whom the increase is requested; and
 - (b) any other requirements as determined by the Company must be met.

If the Company approves the request, the increase will become effective upon (i) the Monthly Anniversary Day that coincides with or next follows the date the request is approved by the Company and (ii) the deduction from the cash value of the first month's Cost of Insurance for the increase, provided the insured employee is alive on such day.

4. If a request is made to change the death benefit from Death Benefit Option 1 to Death Benefit Option 2 for a class of insured employees, the effective date of the change will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for the change.
5. If a request is made to change the Specified Amount from Death Benefit Option 2 to Death Benefit Option 1 for a class of insured employees:
- (a) the Specified Amount will be set equal to the Minimum Death Benefit as of the effective date of the change;
 - (b) the effective date will be the Monthly Anniversary Day that coincides with or next follows the date of receipt of the request for the change; and
 - (c) the Company will notify the Policyholder in writing of the Specified Amount then in effect.

The Company will not allow a decrease in the amount of insurance below the minimum amount required to maintain this Policy and the amount attributed to each insured employee's coverage as life insurance under the Internal Revenue Code.

Extension of Coverage. If any insured employee is alive at attained age 100 and the Net Cash Surrender Value is positive, the Company:

- (a) will immediately reduce the death benefit to 101% of the Cash Value for each such employee;
- (b) will continue to calculate all values under the Policy as described herein;
- (c) will set Cost of Insurance Rates at zero for each such employee; and
- (d) will continue the coverage and pay the death benefit upon due proof of such employee's death.

PREMIUM AND REINSTATEMENT PROVISIONS

Payment of Premiums. All premiums are payable at the Home Office or to an authorized agent of the Company. The first premium is due on the Date of Issue and is payable in advance. Receipts signed by the President or Secretary and duly countersigned will be furnished upon request.

Additional Premiums. The Company reserves the right to restrict the timing, number, and amount of additional premium payments.

Unless otherwise specified by the Policyholder, if there is any indebtedness, any additional premiums paid will be used first as a loan repayment with any excess applied as an additional premium.

As of the date the Company receives and accepts any additional premium, the Total Investment Base will reflect this payment and the un-recovered policy loading in the Policy Year of payment will increase. Such increase will be recovered in installments from the Total Investment Base. See Policy Schedule 3 for details.

Grace Period. If the Net Cash Surrender Value on any Monthly Anniversary Day is less than the required monthly deduction, a grace period of 61 days will be granted to pay a premium sufficient to cover the required monthly deductions. At least 31 days before the end of the grace period, the Company will send a notice that there is insufficient Net Cash Surrender Value under the Policy. The notice will show the amount of premium required to cover the monthly deduction to prevent the Policy from lapsing and will be mailed to the last known address of the Owner. If such premium, as billed by the Company, is not paid within the grace period, all coverage under the Policy will terminate without value at the end of the grace period. If an insured employee dies during the grace period, the Company will deduct any overdue monthly deductions from the proceeds payable.

Reinstatement. After the Policy has lapsed due to the expiration of a grace period, it may be reinstated at any time provided: (a) it has not been surrendered for cash; (b) a written application for reinstatement is submitted to the Company; (c) evidence of insurability satisfactory to the Company with respect to all insured employees is furnished; (d) enough premium is paid to keep the Policy in force for at least 1 year; and (e) any indebtedness against the Policy increased by any loan interest is paid or reinstated.

The Effective Date of the reinstated Policy will be the Monthly Anniversary Day next following the date the application for reinstatement is approved by the Company. Premiums paid after the Policy is reinstated are considered Additional Premiums in reference to charges shown in Policy Schedule 3.

OWNERSHIP, ASSIGNMENT AND BENEFICIARY PROVISIONS

Owner. The Owner on the Date of Issue will be the Policyholder designated in Policy Schedule 1.

Rights of Policyholder. The Policyholder may exercise all rights and privileges under the Policy including the right to: (a) release or surrender the Policy to the Company; (b) agree to any change in or amendment to the Policy; (c) transfer all rights and privileges to another person; and (d) assign the Policy. These rights are subject to the following conditions:

1. The Policy must be in force,
2. This Policy is classified as a restricted security and cannot be freely transferred or assigned. Any transfer or assignment of the Policy may have a detrimental impact on its treatment as insurance and the private placement exemption accorded the Policy under Regulation D of the Securities Act of 1933. The Policyholder may not assign the Policy as collateral security for a loan or other obligation without the express consent of the Company. The Company reserves the right to restrict any transfer or assignment and any such action must be approved in writing by an Officer of the Company prior to its execution.

Beneficiary. The Beneficiary as to each insured employee will be the entity designated by the Owner in the application for the Policy and named in Policy Schedule 1.

Change of Beneficiary. A new Beneficiary may be designated at any time. A request for Change of Beneficiary must be in writing. The request must be signed by the Policyholder.

A Change of Beneficiary will not take effect until recorded in writing by the Company. When a Change of Beneficiary has been so recorded, whether or not the insured employee is then alive, it will take effect as of the date the request was signed. Any payment made or any action taken or allowed by the Company before the change of Beneficiary is recorded will be without prejudice to the Company.

HOW VARIABLE LIFE INSURANCE WORKS

The Separate Account. All premiums paid under this Policy, net of Policy fees and charges described in Policy Schedule 3, are allocated to the Separate Account. The Company owns the assets in the Separate Account. The investments held in the Separate Account provide variable life insurance benefits under this Policy. This account is maintained separate from the general account and any other separate accounts the Company may have established.

The Separate Account is not registered with the SEC under the Investment Company Act of 1940. The operation of the Separate Account is governed by the laws of the State of Connecticut, the state of domicile of the Company.

Investment Portfolio. A description of the operation of the Separate Account is set forth in Policy Schedule 4.

Valuation. Investments in the Separate Account will be valued on each Valuation Day, but not less frequently than monthly. With respect to any particular investment in the Separate Account, the frequency of valuation will depend on the nature of such investment. A Valuation Day for securities traded on the NYSE is each day on which the NYSE is open for business, except any day on which trading on the NYSE is restricted, or on which an emergency exists as determined by the SEC, or an order of the SEC permits a delay in trading for the protection of Policyholders, so that valuation or disposal of securities is not practicable. A Valuation Day for securities not traded on the NYSE is any day on which such securities are valued.

Total Investment Base. The Total Investment Base at any time is the aggregate value of all the assets attributed to the Policy that are invested in the Separate Account. The Total Investment Base excludes the amount of any Policy loan. The Total Investment Base on the Date of Issue is the premium paid less the Policy Fee, less the first month's (a) Monthly Administrative Fee, (b) monthly Cost of Insurance, and (c) Mortality and Expense Risk Charge, and less the first year's Annual Recovery of Policy Loading with respect to such premium.

The Total Investment Base under this Policy (1) will be increased by the premium payments made, loans repaid, and any applicable annual recovery of policy loading refund under this Policy, and (2) will be reduced by (a) any applicable Annual Recovery of Policy Loading, (b) the amount of any partial surrenders, (c) the amount of any loans, and (d) the charges for the Cost of Insurance and other deductions as set forth below. The Total Investment Base will also increase or decrease as a result of the investment experience of the Separate Account for the current valuation period.

Cost of Insurance. The monthly deduction for the Cost of Insurance for each insured employee will be calculated as (1) multiplied by the net amount at risk which is the result of (2) minus (3), where

- (1) is the current Cost of Insurance Rate based on the insured employee's attained age,
- (2) is the death benefit at the beginning of the Policy Month, and
- (3) is the portion of the cash value attributed to the insured employee at the beginning of the Policy Month prior to the deduction of the Cost of Insurance for the current month.

Cost of Insurance Rates. Monthly Cost of Insurance Rates will be determined each year by the Company based on its mortality experience. Any change in Cost of Insurance Rates will apply to all individuals of the same class.

HOW VARIABLE LIFE INSURANCE WORKS (Continued)

Other Deductions. The following charges will also be included in the deductions:

- a. the monthly Administrative Fee,
- b. the monthly Mortality and Expense Risk Charge,
- c. the Policy Fee deducted as of the Date of Issue, and
- d. investment management and portfolio transaction costs.

These deductions are more fully described in Policy Schedule 3.

Reallocation of Total Investment Base. The Owner may reallocate all or part of the Total Investment Base to a Sub-Account that is currently available by submitting a written request to the Company. The Company reserves the right to specify the maximum number of reallocations that are permitted. The Company reserves the right to limit reallocations that are less than a specified dollar amount or that would result in less than a specified dollar amount remaining in the Sub-Account from which the reallocation is made. The Company will usually effect a reallocation within seven days after a written request is received. The Company may delay a reallocation if:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of policyholders; or
- trading on the NYSE is restricted.

The Company may defer reallocations or impose special conditions on requests for reallocation that require the liquidation of illiquid investments to the date such investments become available for liquidation. If the Policyholder is investing in a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to conditions on and the timing of reallocations.

NONFORFEITURE PROVISIONS

Cash Value. The cash value as of any date shall equal the sum of the Total Investment Base plus any indebtedness.

Cash Surrender Value. The Cash Surrender Value shall equal the cash value less any un-recovered policy loading, as defined in Policy Schedule 3.

Net Cash Surrender Value. The Net Cash Surrender Value as of any date shall equal the Cash Surrender Value minus any indebtedness. The Owner can surrender this Policy at any time and receive its Net Cash Surrender Value by returning the Policy to the Company with a signed, written request. The surrender will take effect on the date this Policy and the request are received in the Home Office of the Company.

The Net Cash Surrender Value will vary daily but upon surrender will be determined as of the date the Policy and the signed request for surrender are received in the Home Office. The Company will usually provide the Net Cash Surrender Value within seven days of receipt of the Policy and signed request for surrender. However, the Company may delay payment if the Net Cash Surrender Value cannot be determined because:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of Policyholders; or
- trading on the NYSE is restricted.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to surrender conditions, payment methods, timing of payment, and determination of Net Cash Surrender Value.

Basis of Computations. All calculations of net single premium factors are based on the 2001 CSO Mortality Tables (M) and (F) and interest at 4.00% per year. The insured employee's attained age is used in determining Cost of Insurance Rates.

A detailed statement of the method of computing values is filed with the insurance supervisor of the state or jurisdiction where this Policy is delivered. All Policy values equal or exceed those required by the law of that state or jurisdiction.

Partial Surrender. A partial surrender of this Policy may be elected on any Monthly Anniversary Day by submitting a written request to the Company. The amount of each current partial surrender together with the amount of all previous partial surrenders and indebtedness under this Policy may not exceed 90% of the sum of the Cash Surrender Value and the amount of all previous partial surrenders. When a partial surrender is made, the amount of the partial surrender will be deducted from the Total Investment Base. The Specified Amount for all insured employees will also be reduced uniformly by the amount of the partial surrender.

The Company will usually provide such partial surrender within seven days after a written request is received. However, the Company reserves the right to limit the number of partial surrenders in a Policy Year. The Company may delay payment if the partial surrender value cannot be determined because:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of Policyholders; or
- trading on the NYSE is restricted.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to surrender conditions, payment methods and timing of payments.

NONFORFEITURE PROVISIONS (Continued)

Deferral of Payments. The Company may in any event defer payment of full or partial surrenders for a period of up to 6 months from the date of requests therefor. The Company may defer payment or impose special conditions on requests for full or partial surrenders which require the liquidation of illiquid investments to the date or dates such investments become available for liquidation.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to surrender conditions, payment methods and timing of payments.

LOAN PROVISIONS

Policy Loan Availability. The Company will grant a loan (a "Policy loan") against the Policy provided (a) a proper loan agreement is executed, and (b) a satisfactory assignment of the Policy to the Company is made. The loan, including any interest due, may be for an amount up to the Policy loan value as described below.

The Company will usually provide such loan within 7 days after a written request is received. However, the Company may delay a loan if the loan value cannot be determined because:

- the NYSE is closed for trading;
- the SEC determines that a state of emergency exists;
- an order of the SEC permits a delay for the protection of Policyholders; or
- trading on the NYSE is restricted.

The Company may in any event defer disbursement of loans for a period of up to 6 months from the date of requests therefore, and the Company may defer payment or impose special conditions on requests for loans which require the liquidation of illiquid investments to the date such investments become available for liquidation.

If the Policyholder has allocated any portion of the Total Investment Base to a Stable Value Sub-Account, please refer to Policy Schedule 5 for applicable additional provisions relating to loan conditions, payment methods and timing of payments.

Policy Loan Value. The Policy loan value of this Policy shall be an amount such that the total of all loans plus the total of all previous partial surrenders shall not exceed 90% of the sum of the then-current Cash Surrender Value and the amount of all previous partial surrenders.

Loan Interest. Interest on any Policy loan will be at a rate as shown in Policy Schedule 3. Loan interest is payable annually on each Policy Anniversary or as otherwise agreed in writing by the Owner and the Company. Interest not paid when due will be added to the loan and will bear interest at the same rate. Interest, as it accrues from day to day, will constitute an indebtedness.

Indebtedness. The term "indebtedness" means money which is owed on this Policy because of a loan on this Policy. Any indebtedness at time of settlement will reduce the proceeds. Indebtedness may be repaid in whole or in part at any time before the Policy matures.

If at any time the total indebtedness against the Policy, including interest accrued but not due, equals or exceeds the then-current Cash Surrender Value, the Policy will thereupon terminate without value subject to the conditions in the Grace Period provision.

Effect of a Loan. When a Policy loan is made, funds are transferred out of the Separate Account and into the general account of the Company. When a Policy loan is repaid, the amount of repayment is added to the Separate Account. A Policy loan reduces the Total Investment Base while repayment of a loan will cause an increase in the Total Investment Base.

A loan, whether or not repaid, will have a permanent effect on the Cash Surrender Values and on the death benefits. See the section on How Variable Life Insurance Works. If not repaid, any indebtedness will reduce the amount of death benefit proceeds and the amount available upon surrender of the Policy.

GENERAL PROVISIONS

The Policy. The Policy and the attached application for the Policy constitute the entire contract between the parties. All statements made in the application will, in the absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under the Policy unless it is contained in the application and a copy of the application is attached to the Policy when issued.

Only the President, a Vice President, an Assistant Vice President, a Secretary, a Director or an Assistant Director of the Company may make or modify this Policy.

The Policy is executed at the Home Office of the Company.

Non-Participation. The Policy is not entitled to share in surplus distribution.

Payment of Proceeds. Proceeds, as used in this Policy, means the amount payable (a) upon the surrender of the Policy, or (b) upon the death of any insured employee.

The proceeds payable to the Beneficiary upon receipt of due proof of the insured employee's death will be the death benefit as of the date of death less the portion of any indebtedness against the Policy attributed to the insured employee. If the insured employee dies during the grace period, the Company will pay the death benefit proceeds in effect immediately prior to the grace period, reduced by any overdue charges.

If the Policy is surrendered, the proceeds will be the Net Cash Surrender Value described in the "Nonforfeiture Provisions" section.

The proceeds are subject to the adjustments described in the following provisions:

1. Misstatement of Age and/or Sex;
2. Incontestability;
3. Suicide;
4. Grace period; and
5. Indebtedness.

Misstatement of Age. If the age of an insured employee is misstated, the Company will adjust all death benefits to the amounts that would have been purchased for the correct age.

Misstatement of Sex. If the sex of an insured employee is misstated, the Company will adjust all death benefits to the amounts that would have been purchased for the correct sex.

Suicide. If an insured employee commits suicide, while sane or insane, within 2 years from the Date of Issue, the death benefit will be limited to a refund of premiums paid with respect to the insured employee, less any indebtedness attributed to the insured employee. If the insured employee commits suicide, while sane or insane, within 2 years from the date of receipt of a premium payment other than the initial premium, or an increase in the Specified Amount, the death benefit payment with respect to such increase and additional premium will be limited to a refund of the amount of the additional premium attributed to the insured employee.

GENERAL PROVISIONS (Continued)

Incontestability. Except for nonpayment of premiums sufficient to pay monthly deductions, this Policy will be incontestable with respect to employees insured on its Date of Issue after it has been in force for 2 years from its Date of Issue. Insurance on the life of any insured employee will not be contested, except for nonpayment of premiums, after it has been in effect during the insured employee's lifetime for 2 years from the effective date of coverage for that insured employee. Any increase in Specified Amount will be incontestable, except for nonpayment of premiums, after it has been in effect during the insured employee's lifetime for 2 years from the date of the increase.

Annual Report. The Company will send a report to the Owner at least once a year without charge. The report will show the Total Investment Base as of the reporting date and the amounts deducted from or added to the Total Investment Base since the last report. The report will also show (a) the current death benefits, (b) the current Net Cash Surrender Value, (c) premiums paid and all deductions made since the last report, and (d) outstanding Policy loans.

Change of Plan. This policy may be exchanged for another policy only if the Company consents to the exchange and all requirements for the exchange as determined by the Company are met.

Policy Changes -- Applicable Law. This Policy must qualify initially and continue to qualify as life insurance under the Internal Revenue Code or successor law in order for the Owner to receive the tax treatment accorded to life insurance under Federal law. Therefore, to maintain this qualification the Company reserves in this Policy the right to return any premium payments that would cause this Policy to fail to qualify as life insurance under applicable tax law as interpreted by the Company. Further, the Company reserves the right to make changes in this Policy or to make distributions from the Policy to the extent it deems such necessary (a) to continue to qualify this Policy and the coverage attributed to an insured employee's as life insurance, and (b) to maintain the private placement exemption accorded this Policy under Regulation D of the Securities Act of 1933. Any such changes will apply uniformly to all affected Policies and insureds. The Owner will be given advance written notice of such changes.