

SERFF Tracking Number: FRCS-126781857 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 46637
Company Tracking Number: 5395
TOI: L02I Individual Life - Endowment Sub-TOI: L02I.002 Single Life - Single Premium
Product Name: Single Prem Endowment SPIE
Project Name/Number: Gerber/169/169

Filing at a Glance

Company: Gerber Life Insurance Company

Product Name: Single Prem Endowment SPIE SERFF Tr Num: FRCS-126781857 State: Arkansas

TOI: L02I Individual Life - Endowment SERFF Status: Closed-Approved- State Tr Num: 46637
Closed

Sub-TOI: L02I.002 Single Life - Single Premium Co Tr Num: 5395

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jana Ellmaker, Kevin
Wiggs

Disposition Date: 08/31/2010

Date Submitted: 08/27/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Gerber/169

Status of Filing in Domicile: Not Filed

Project Number: 169

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/31/2010

Explanation for Other Group Market Type:

State Status Changed: 08/31/2010

Deemer Date:

Created By: Kevin Wiggs

Submitted By: Kevin Wiggs

Corresponding Filing Tracking Number:

Filing Description:

We have been retained by Gerber Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$150 has been sent by EFT on this same date.

The Company offers their assurances that the Complaint Notice required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

These forms are new and will not replace any previously approved forms on file.

<i>SERFF Tracking Number:</i>	<i>FRCS-126781857</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gerber Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46637</i>
<i>Company Tracking Number:</i>	<i>5395</i>		
<i>TOI:</i>	<i>L02I Individual Life - Endowment</i>	<i>Sub-TOI:</i>	<i>L02I.002 Single Life - Single Premium</i>
<i>Product Name:</i>	<i>Single Prem Endowment SPIE</i>		
<i>Project Name/Number:</i>	<i>Gerber/169/169</i>		

The contract is a single premium endowment plan. Policies are issued from ages 18 through 75. The expected issue limits will range from \$10,000 to \$150,000; however, policies may be issued as low as \$1,000 (for example, a low face amount group policy converting to an endowment policy). Policies issued lower than \$10,000 will be on an exception basis (not the norm). In addition, in the future, Gerber Life may decide to issue policies as high as \$500,000. If applicants want face amounts other than those on the paper application, the applicant will be able to apply on the internet or in the Company's call center for any amount between \$10,000 and \$150,000 as long as it is in increments of \$1,000.

Premiums (rates per \$1,000) for the endowment policy vary by issue age, sex, and length of endowment period (ranging from 10 to 20 years).

Applications AIE-10-AR AP (when an agent is involved) and AIE-10-AR P (used in direct marketing) are paper applications which will be used with this contract. These applications may also be used with policy PIE-09-AR, which was approved by your Department on 10/21/2009, your DOI # 43810.

Individual Endowment Additional Policy Rider, form RIE-09-AP, which was approved by your Department on 10/21/2009, your DOI # 43810, will be automatically included with new issues of policy SPIE-10-AR. It will be offered at no cost.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

Kevin Wiggs, Compliance Specialist	kevin.wiggs@firstconsulting.com
1020 Central	800-927-2730 [Phone] 2736 [Ext]
Suite 201	816-391-2755 [FAX]
Kansas City, MO 64105	

Filing Company Information

(This filing was made by a third party - FC01)

Gerber Life Insurance Company	CoCode: 70939	State of Domicile: New York
1311 Mamaroneck Avenue	Group Code:	Company Type:
White Plains, NY 10605	Group Name:	State ID Number:
(914) 272-4025 ext. [Phone]	FEIN Number: 13-2611847	

SERFF Tracking Number: FRCS-126781857 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 46637
Company Tracking Number: 5395
TOI: L021 Individual Life - Endowment Sub-TOI: L021.002 Single Life - Single Premium
Product Name: Single Prem Endowment SPIE
Project Name/Number: Gerber/169/169

Filing Fees

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: AR fee of \$50 per form, for 3 forms = \$150.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gerber Life Insurance Company	\$150.00	08/27/2010	39082974

SERFF Tracking Number: FRCS-126781857 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 46637
Company Tracking Number: 5395
TOI: L021 Individual Life - Endowment Sub-TOI: L021.002 Single Life - Single Premium
Product Name: Single Prem Endowment SPIE
Project Name/Number: Gerber/169/169

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/31/2010	08/31/2010

SERFF Tracking Number: FRCS-126781857 *State:* Arkansas
Filing Company: Gerber Life Insurance Company *State Tracking Number:* 46637
Company Tracking Number: 5395
TOI: L021 Individual Life - Endowment *Sub-TOI:* L021.002 Single Life - Single Premium
Product Name: Single Prem Endowment SPIE
Project Name/Number: Gerber/169/169

Disposition

Disposition Date: 08/31/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-126781857 State: Arkansas
 Filing Company: Gerber Life Insurance Company State Tracking Number: 46637
 Company Tracking Number: 5395
 TOI: L021 Individual Life - Endowment Sub-TOI: L021.002 Single Life - Single Premium
 Product Name: Single Prem Endowment SPIE
 Project Name/Number: Gerber/169/169

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability	Yes	Yes
Form	Individual Endowment Insurance Policy	Yes	Yes
Form	Application for Individual Endowment Policy	Yes	Yes
Form	Application for Individual Endowment Policy	Yes	Yes

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 TOI: L021 Individual Life - Endowment Sub-TOI: L021.002 Single Life - Single Premium
 Product Name: Single Prem Endowment SPIE
 Project Name/Number: Gerber/169/169

Form Schedule

Lead Form Number: SPIE-10-AR

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	SPIE-10-AR	Policy/Cont Individual ract/Fratern Endowment al Insurance Policy Certificate	Initial		60.000	SPIE-10-AR.pdf
	AIE-10-AR P	Application/ Application for Enrollment Individual Form Endowment Policy	Initial		50.000	AIE-10-AR P.pdf
	AIE-10-AR AP	Application/ Application for Enrollment Individual Form Endowment Policy	Initial		50.000	AIE-10-AR AP.pdf

GERBER LIFE INSURANCE COMPANY
A Stock Company
Home Office
[1311 Mamaroneck Ave, White Plains, New York 10605]
Customer Service [1-800-253-3074]

Gerber Life Insurance Company (“We”, “Our”, “Us” or “the Company”) promises to pay the Death Benefit to the Beneficiary, subject to the provisions of the Policy. The Death Benefit is payable upon receipt at Our Administrative Office of proof satisfactory to Us of the Insured’s death.

We promise to pay you proceeds at maturity subject to the provisions of the policy.

This Policy is issued in consideration of the Application and payment of the single premium as described within the Policy. This Policy is a legal Contract between the Owner (“You” or “Your”) and Gerber Life Insurance Company. **READ YOUR POLICY CAREFULLY.**

This Policy will not take effect until it has been approved and the single premium due has been received by Us while the proposed insured is alive and all statements and answers in all parts of the application continue to be true and complete. You must notify Us of any changes to the statements and answers given by You in any part of the Application which occur before the policy is approved and payment is received by Us. Times referred to in the Policy begin at 12:01 A.M. Standard Time at the residence of the Insured.

If the Owner surrenders this Policy, such surrender may result in a substantial penalty because the cash value of this Policy may be less than the premium paid.

NOTICE OF 30 DAY RIGHT TO EXAMINE POLICY

If for any reason You are not satisfied with this Policy, You may cancel it no later than thirty (30) days after the Policy has been received by You. You may cancel it by returning the Policy, with a written request to cancel, to the agent who sold it or to Our Administrative Office. Upon Our receipt of the Policy and request to cancel, the Policy shall be void from the inception. We will refund all premiums paid and it shall be as if no Policy was issued.

Signed by the Company:



[President and CEO]



[Secretary]

INDIVIDUAL ENDOWMENT INSURANCE POLICY
Proceeds Payable at Maturity
Insurance Payable at Death
Single Premium
Non-Participating – No Dividends Applicable
See Policy Specifications for Amount of Insurance and Premiums

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Additional benefits and riders, if any, and a copy of the Application are attached to the Policy.

POLICY SPECIFICATIONS

INSURED	[JOHN DOE]	POLICY NUMBER	[SPECIMEN]
FACE AMOUNT Individual Endowment	[\$10,000]	SEX	[MALE]
RATE CLASSIFICATION	[STANDARD]	AGE	[35]
MATURITY DATE	[January 1, 2029]	POLICY DATE	[January 1, 2009]
OWNER	[JOHN DOE]	ISSUE DATE	[January 1, 2009]
BENEFICIARY	REFER TO APPLICATION – UNLESS SUBSEQUENTLY CHANGED		

FORM NO BENEFIT

SINGLE PREMIUM

SPIE-10- AR FACE AMOUNT
PAYABLE AT
DEATH

RIE-09-AP ADDITIONAL
POLICY RIDER

[\$5,539.00]

None

There are no Policy fees.
Jurisdiction of Issue

[Arkansas]

[Division of Insurance Telephone Number: 1-800-282-9134]

POLICY SPECIFICATIONS

(continued)

TABLE OF GUARANTEED POLICY VALUES

THE VALUES SHOWN BELOW ARE THE GUARANTEED VALUES PROVIDED BY THE POLICY. THE VALUES ASSUME NO ADJUSTMENT FOR INDEBTEDNESS SECURED BY THIS POLICY.

END OF POLICY YEAR	CASH OR LOAN VALUE	PAID UP ENDOWMENT	
[1	4,051.10	10,000	
2	4,246.10	10,000	
3	4,450.70	10,000	
4	4,665.30	10,000	
5	4,890.50	10,000	
6	5,126.60	10,000	
7	5,374.30	10,000	
8	5,634.00	10,000	
9	5,906.50	10,000	
10	6,192.20	10,000	
11	6,492.10	10,000	
12	6,807.00	10,000	
13	7,138.10	10,000	
14	7,486.40	10,000	
15	7,852.90	10,000	
16	8,238.60	10,000	
17	8,644.80	10,000	
18	9,072.70	10,000	
19	9,523.80	10,000	
20	10,000.00	10,000.00]

BASIS OF COMPUTATION CASH VALUES ARE BASED ON THE COMMISSIONER'S 2001 STANDARD ORDINARY TABLE, MALE/FEMALE, UNITOBACCO, AGE LAST BIRTHDAY WITH INTEREST AT 5%.

DEFINITIONS

ADMINISTRATIVE OFFICE – The Company's office at [445 State Street, Fremont, MI 49412].

AGE – The Insured's age at last birthday.

APPLICATION – The Application for this Policy, including all signed questionnaires and amendments which are attached to and made a part of this Policy.

BENEFICIARY – The person or persons named to receive the Death Benefits of this Policy subject to its terms.

CASH VALUE – The Cash Value is shown in the Table of Guaranteed Policy Values on the Policy Specifications Page.

The Cash Values shown assume that the premium has been paid. The values assume no adjustment for Indebtedness secured by this Policy.

DEATH BENEFIT – The Death Benefit, as stated in the Payment of Death Benefit provision, is the amount payable on the death of the Insured.

FACE AMOUNT – The amount as specified on the Policy Specifications page.

HOME OFFICE – Gerber Life Insurance Company's office at the address shown on the first page.

INDEBTEDNESS – All existing loans or liens on this Policy plus unpaid earned interest.

INSURED – The person whose life is insured under the Policy and is named as such on the Policy Specifications page.

ISSUE DATE – The date the Policy is issued by the Company.

MATURITY DATE – The date as set forth on the Policy Specifications page. If the Insured is alive on the Maturity Date we will pay the proceeds as provided in the Policy.

NET CASH VALUE – The Net Cash Value is the Cash Value less any Indebtedness

OWNER – The Owner of the Policy is the person named on the Policy Specifications page.

POLICY DATE – The effective date of coverage under this Policy, if all the terms of the Application and Policy are satisfied and the payment of the single premium has been made. This is the date from which Policy anniversaries, Policy years, and Policy months are determined. This date is shown on the Policy Specifications page.

PREMIUM – Premium is the single premium amount due to Us payable at Our Administrative Office in the amount set forth on the Policy Specifications Page.

PAYMENT OF PROCEEDS

Proceeds

Proceeds mean the amount payable upon:

1. the death of the Insured; or
2. surrender of the Policy; or
3. the Maturity Date.

Payment of Death Benefit

The Death Benefit of this Policy will be paid, in accordance with its terms, upon receipt of proof, satisfactory to Us, at Our Administrative Office that the Insured has died. Interest on the Death Benefit will accrue from the date of death to the date of payment at a rate equal to the rate for proceeds left on deposit with Us. Additional interest, at a rate of 10% will be paid if the death benefit is not paid within 31 days from the latest of: (1) Our receipt of Satisfactory Proof of Insured's Death, (2) Our receipt of sufficient information to determine the extent of liability and payee; and (3) removal of any legal impediments to payment of proceeds that were dependent upon parties other than Us. We may require that the Policy be returned to Us before We make any payment, which will be in a single payment. The Company retains its right to conduct an investigation before benefits are paid. If the Death Benefit has not been paid within 30 days after due proof of death is received, interest will be added to this amount at a rate of 8% per year.

Death Benefit

The Death Benefit payable at the death of the Insured is:

1. the Face Amount; less
2. any Indebtedness under the terms of this Policy.

Proceeds Payable Upon Surrender

You may, upon written request, surrender this Policy at any time. If the Policy is surrendered, the proceeds payable will be the Net Cash Value determined as of the date the request for surrender is received. Payment will terminate this Policy.

Proceeds Payable At Maturity Date

If the Insured is alive on the Maturity Date, We will pay the Net Cash Value to the Owner. Payment will terminate this Policy. We may require that the Policy be returned to Us before we make any payment.

Rider Proceeds

Proceeds payable under any rider attached to the Policy will be governed by the terms of the Rider, subject to applicable provisions of this Policy.

OWNERSHIP AND BENEFICIARY

Owner

The Owner is the person named on the Policy Specification page or in any subsequent changes shown in our records. If an Owner is not named on the Policy Specification page, the Insured is the Owner. In the event that more than one Owner is named, all elections and other actions that may be taken by the Owner pursuant to the terms of the Policy require joint action of all such persons.

Rights of the Owner

While the Insured is living, You may exercise all rights allowed in this Policy. These rights include, but are not limited to:

1. changing the beneficiary;
2. transferring ownership or assigning this Policy; and
3. receiving benefits.

Transfer of Ownership

If You transfer ownership of this Policy, Your ownership rights terminate and the new Owner will be entitled to all rights available under this Policy. To transfer ownership, We must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required. Your written request, once received in Our Administrative Office, will be effective as of the date You signed the request. A transfer of ownership will not apply to any actions, including payments, taken by Us before the transfer has been received by Us.

Beneficiary

The Primary Beneficiary(ies) and any contingent Beneficiary(ies) are named in the Application or last beneficiary designation filed with Us. If no Beneficiary is named in the Application You will be the Beneficiary. If more than one Primary Beneficiary is named, death benefits will be paid in equal shares to the primary beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Primary Beneficiary is living when the Insured dies, death benefits will be paid in equal shares to the contingent beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Beneficiary is living when the Insured dies, death benefits will be paid to the estate of the Insured.

Common Disaster

If any Beneficiary dies with the Insured in a common disaster, the proceeds will be payable as if that Beneficiary died before the Insured, unless it is proven to Our satisfaction that the Insured died first.

Change of Beneficiary

To change a beneficiary we must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required. Your written request, once received in Our Administrative Office, will be effective as of the date You signed the request. A change of beneficiary will not apply to any actions, including payments, taken by Us before the change has been received by Us.

Assignment

This policy may be assigned. No assignment will be recognized by Us unless a copy is filed with Us. We are not responsible for the validity of any assignment. Any claim by an assignee is subject to proof of the validity and extent of the assignee's interest in the Policy. Assignments, unless otherwise specified by You, shall take effect on the date You signed the assignment, subject to any payments made or actions taken by Us prior to the receipt of this notice.

Collateral Assignment

To assign this Policy as collateral we must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The consent of any irrevocable beneficiary on a form satisfactory to us is also required. Your written request will not be effective until it is received in Our Administrative Office. Once received it will be effective as of the date you signed the request. Your rights and those of the Beneficiary will then be subject to the assignment. We are not responsible for the validity of the assignment.

PREMIUM

Single Premiums

The single premium is payable in the amount shown on the Policy Specifications page.

When Premium Is Due

The premium is due as of the Policy Date. The Premium is payable at Our Administrative Office.

NONFORFEITURE OPTIONS

At any time, You may request the following option below:

The Guaranteed Cash Values are shown in the Table of Guaranteed Policy Values on the Policy Specifications Page.

Cash Surrender

Surrender consists of Our payment to You of the Net Cash Value. Upon payment of this Option, this Policy will terminate.

If the Policy is surrendered within thirty-one (31) days after a Policy anniversary, the Net Cash Value will be the Cash Value on that anniversary, less any Indebtedness made on or after such anniversary.

We may delay paying the Net Cash Value for not more than six (6) months after the date the written request for surrender is received.

BASIS OF COMPUTATIONS

Cash Surrender

Values are based on the mortality table and the interest rate shown in the Table of Guaranteed Policy Values within the Policy Specifications pages, showing the cash values available under the Policy during the term of the Policy. Such values are calculated upon the assumption that there is no Indebtedness on the Policy.

The Cash Values for this Policy are equal to or greater than those required by law. The Cash Values are calculated in accordance with the NAIC Standard Nonforfeiture Law for Life Insurance, model #808. A detailed statement of the method of computing values has been filed with the state in which this Policy is delivered.

LOANS

Policy Loans

You may obtain a loan while this Policy is in force. This Policy is the security for the loan.

The loan may not exceed the Net Cash Value on the next Policy anniversary. The minimum amount You may borrow is \$100 if that amount is available for loan.

Loan interest is payable in arrears at a fixed loan interest rate of 8.0% per year during the entire life of the Policy. The year will start on the date the loan is made and end one year later.

Loan interest will accrue from the date each loan is made. Interest is payable in each Policy year.

We may delay making a loan unless it is being used to pay premiums due Us, for not more than six (6) months after the date the application for the loan is received.

Loan Repayment

A loan may be repaid at any time while this Policy is in force. Interest not paid on any Indebtedness shall be added to the existing loan and shall bear interest at 8.0% per year.

Indebtedness

Indebtedness means all existing loans or liens on this Policy plus unpaid earned interest. Existing Indebtedness, including any due and accrued interest to the end of the current policy year shall be deducted from the loan value or the proceeds of the loan. Any Indebtedness that has not been repaid shall be deducted from any Death Benefit that is paid.

If at any time the total indebtedness equals or exceeds the Cash Value, this Policy will terminate without value. Termination will occur thirty (30) days after Our notice has been mailed to Your address and the address of any assignee of record.

GENERAL PROVISIONS

Contract and Representations

This Policy is a legal contract. It is between You and Us. It consists of:

1. the Policy, endorsements, riders, and attachments, if any; and
2. any Application attached to the Policy.

This Policy constitutes the entire contract between You and Us.

Statements in any Application are, in the absence of fraud, deemed representations, not warranties. Unless a part of the Policy, no statement by You or the Insured will:

1. reduce benefits; or
2. be used as a defense to a claim.

Changes

The terms of the Policy may be altered only by written agreement signed by Our President or a Vice President. This authority cannot be delegated.

Incontestability

We cannot contest this Policy or any attached rider after it has been in force during the Insured's lifetime for a period of two years from the Issue Date except for fraud. Any addition of a rider after the Issue Date shall be incontestable, after it has been in force during the Insured's lifetime for 2 years after the effective date of such addition of rider, except as to fraud. We may contest this Policy or any rider on the basis of any material misrepresentation in the Application, supplemental application or other document signed by You that becomes part of the Policy.

Suicide

If the Insured dies by suicide within two years from the Issue Date, the only amount payable by Us will be the premium paid for the Policy.

Misstatement of Age or Sex

If the Insured's Age or Sex has been misstated in the Application, the Face Amount will be that which the single premium paid would have purchased for the correct Age or Sex.

Termination

This Policy will terminate on the earliest of:

1. the date We receive a written request from the Owner to surrender the Policy;
2. the date the Insured dies; or
3. the Maturity Date.

Nonparticipating

This Policy does not share in Our earnings.

Claims of Creditors

All payments under this Policy are exempt from the claims of creditors to the fullest extent permitted by law. Payments may not be assigned without Our consent.

INDIVIDUAL ENDOWMENT INSURANCE POLICY
Proceeds Payable at Maturity
Insurance Payable at Death
Single Premium
Non-Participating – No Dividends Applicable
See Policy Specifications for Amount of Insurance and Premiums

GERBER LIFE INSURANCE COMPANY

A Stock Company
Home Office
[1311 Mamaroneck Ave, White Plains, New York 10605]
Customer Service [1-800-253-3074]

Application for Individual Endowment Policy **Gerber Life Insurance Company [1311 Mamaroneck Avenue, White Plains, NY 10605]**

Select Amount: [\$10,000 \$25,000 \$50,000 \$100,000 \$150,000]
 Select Maturity: [10 Years 15 Years 18 Years Other _____ (enter number between 10-20)]
 Select Payment Type: [Installment Payments (Premiums) 5 Payments (Premiums) or Single Payment (Premium)]

SEND NO MONEY NOW!

INSURED Must be at least 18 years old

Full Name _____ Social Security Number _____ - _____ - _____
 (Last) (First) (Middle Initial)
 Address _____ Apt# _____ City _____ State _____ Zip _____
 Email _____ Preferred Telephone Number () _____
 Sex _____ Height _____ ft. in. Weight _____ lbs. Date of Birth _____
 (Month Day Year)
 Occupation _____ If none, source of income _____

Check box if owner is different from insured. If different please provide Full Name _____
 (Last) (First) (Middle Initial)

BENEFICIARY: Please enter the name of the person to receive benefits if you, the insured, dies before policy maturity:

Name: _____ Relationship: _____

- ▶ 1) In the past 5 years, have you: been hospitalized or consulted with or examined or treated by any doctor or health facility? (You do not need to include colds, minor viruses, or minor injuries which prevented normal activities for a period of less than 5 days or normal pregnancy or childbirth.) Yes No
- ▶ 2) In the past 5 years, have you: been advised by a member of a medical profession to reduce the use of alcohol or to seek treatment for the use of alcohol or drugs, or used any controlled substance except as prescribed by a physician? Yes No
- ▶ 3) In the past 5 years have you pled guilty to or been convicted of a felony or misdemeanor, or do you have such a charge currently pending against you or are you currently on probation or parole? Yes No
- ▶ 4) In the past 10 years, have you been treated or diagnosed by a member of a medical profession for the following: Heart disease or disorder; cancer or tumor; diabetes; drug or alcohol abuse; high blood pressure or stroke; mental or nervous disorder; or any disorder of the blood, kidneys, liver, lungs, stomach, intestines or central nervous system; pneumonia or swollen lymph nodes; AIDS (Acquired Immune Deficiency Syndrome) or HIV (Human Immunodeficiency Virus) infection? Yes No

Give full details if you answered "Yes" to any question above and list each condition. (Use and sign separate sheet if necessary.)

Nature of Condition	When Condition Started	Do you still have the condition? <input type="checkbox"/> Yes <input type="checkbox"/> No

- ▶ 5) Do you have any existing life insurance or annuity contract? Yes No
 If yes, please complete the information below.

Company Name	Amount	Policy #	Year Issued

- ▶ 6) Will any life insurance or annuity policy be replaced, changed or used to pay for the insurance applied for in this application? ... Yes No

It is understood and agreed that:

All statements and answers made in all parts of this application are true and complete to the best of my knowledge and belief, and shall be the basis for and become part of any policy issued as a result of this application. Any policy issued will not take effect until it has been approved and the initial full premium(s) due have been received by the Company while the proposed insured is alive and all statements and answers in all parts of the application continue to be true and complete. I will notify the Company of any changes to the statements and answers given in any part of the application which occur before the policy is approved and payment is received by the Company.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I authorize any physician, medical practitioner, hospital, clinic, or other medical facility, insurance company, consumer reporting agency, or other organization or person that has any records or knowledge of me or my health or mental condition, general character and driving records, to give such information to Gerber Life, its reinsurers, or other persons performing business or legal services in connection with my application for insurance. In addition, I authorize the Medical Information Bureau (MIB) to release to Gerber Life Insurance or its reinsurers any information within its records pertaining to me or my health. I understand the information obtained by use of this Authorization will be used by Gerber Life to determine my eligibility for insurance. To facilitate rapid submission of such information, I authorize all said sources (with the exception of MIB) to give such information to any agency employed by Gerber Life to collect and transmit it. A photographic copy of this authorization shall be valid as the original. I agree this Authorization shall be valid for 24 months from the date shown below, and that upon my request I have a right to receive a copy of this Authorization.

X Insured's Signature _____ City/State _____ Date _____

Select Amount: [\$10,000 \$25,000 \$50,000 \$100,000 \$150,000]

Select Maturity: [10 Years 15 Years 18 Years Other _____ (enter number between 10-20)]

Select Payment Type: [Installment Payments (Premiums) 5 Payments (Premiums) or Single Payment (Premium)]

SEND NO MONEY NOW!

INSURED Must be at least 18 years old

Full Name _____ Social Security Number _____ - _____ - _____
(Last) (First) (Middle Initial)

Address _____ Apt# _____ City _____ State _____ Zip _____

Email _____ Preferred Telephone Number () _____

Sex _____ Height _____ ft. _____ in. Weight _____ lbs. Date of Birth _____
(Month Day Year)

Occupation _____ If none, source of income _____

Check box if owner is different from insured. If different please provide Full Name _____
(Last) (First) (Middle Initial)

BENEFICIARY: Please enter the name of the person to receive benefits if you, the insured, dies before policy maturity:

Name: _____ Relationship: _____

- ▶ 1) In the past 5 years, have you: been hospitalized or consulted with or examined or treated by any doctor or health facility? (You do not need to include colds, minor viruses, or minor injuries which prevented normal activities for a period of less than 5 days or normal pregnancy or childbirth.) Yes No
- ▶ 2) In the past 5 years, have you: been advised by a member of a medical profession to reduce the use of alcohol or to seek treatment for the use of alcohol or drugs, or used any controlled substance except as prescribed by a physician? Yes No
- ▶ 3) In the past 5 years have you pled guilty to or been convicted of a felony or misdemeanor, or do you have such a charge currently pending against you or are you currently on probation or parole? Yes No
- ▶ 4) In the past 10 years, have you been treated or diagnosed by a member of a medical profession for a disease, disorder or condition below:

Heart. <input type="checkbox"/> Yes <input type="checkbox"/> No	Diabetes. <input type="checkbox"/> Yes <input type="checkbox"/> No	High Blood Pressure. <input type="checkbox"/> Yes <input type="checkbox"/> No
Mental or Nervous Disorder. <input type="checkbox"/> Yes <input type="checkbox"/> No	Kidney. <input type="checkbox"/> Yes <input type="checkbox"/> No	Liver. <input type="checkbox"/> Yes <input type="checkbox"/> No
Lung. <input type="checkbox"/> Yes <input type="checkbox"/> No	Cancer or Tumor. <input type="checkbox"/> Yes <input type="checkbox"/> No	Swollen Lymph Nodes. <input type="checkbox"/> Yes <input type="checkbox"/> No
Stroke. <input type="checkbox"/> Yes <input type="checkbox"/> No	Blood. <input type="checkbox"/> Yes <input type="checkbox"/> No	Brain, Spine, Nerves. <input type="checkbox"/> Yes <input type="checkbox"/> No
Stomach. <input type="checkbox"/> Yes <input type="checkbox"/> No	Intestines. <input type="checkbox"/> Yes <input type="checkbox"/> No	
AIDS (Acquired Immune Deficiency Syndrome). <input type="checkbox"/> Yes <input type="checkbox"/> No		
HIV (Human Immunodeficiency Virus) infection. <input type="checkbox"/> Yes <input type="checkbox"/> No		

Give full details if you answered "Yes" to any question above and list each condition. (Use and sign separate sheet if necessary.)

Nature of Condition	When Condition Started	Do you still have the condition? <input type="checkbox"/> Yes <input type="checkbox"/> No

- ▶ 5) Do you have any existing life insurance or annuity contract? Yes No
 If yes, please complete the information below.

Company Name	Amount	Policy #	Year Issued

- ▶ 6) Will any life insurance or annuity policy be replaced, changed or used to pay for the insurance applied for in this application? ... Yes No

It is understood and agreed that:

All statements and answers made in all parts of this application are true and complete to the best of my knowledge and belief, and shall be the basis for and become part of any policy issued as a result of this application. Any policy issued will not take effect until it has been approved and the initial full premium(s) due have been received by the Company while the proposed insured is alive and all statements and answers in all parts of the application continue to be true and complete. I will notify the Company of any changes to the statements and answers given in any part of the application which occur before the policy is approved and payment is received by the Company.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I authorize any physician, medical practitioner, hospital, clinic, or other medical facility, insurance company, consumer reporting agency, or other organization or person that has any records or knowledge of me or my health or mental condition, general character and driving records, to give such information to Gerber Life, its reinsurers, or other persons performing business or legal services in connection with my application for insurance. In addition, I authorize the Medical Information Bureau (MIB) to release to Gerber Life Insurance or its reinsurers any information within its records pertaining to me or my health. I understand the information obtained by use of this Authorization will be used by Gerber Life to determine my eligibility for insurance. To facilitate rapid submission of such information, I authorize all said sources (with the exception of MIB) to give such information to any agency employed by Gerber Life to collect and transmit it. A photographic copy of this authorization shall be valid as the original. I agree this Authorization shall be valid for 24 months from the date shown below, and that upon my request I have a right to receive a copy of this Authorization.

X Insured's Signature _____ City/State _____ Date _____

Replacement Questions to be answered by Agents:

- 1) Does the proposed insured have any existing life insurance or annuity contracts? **Yes** **No**
- 2) Has any life insurance or annuity contract either in force or applied for on the proposed insured terminated or is termination of such insurance contemplated as a result of the insurance of the life insurance contract applied for? **Yes** **No**

If the answer to either question is yes, have you complied with the requirements of the Company and your state with regard to this replacement? **Yes** **No** (Give full details under Remarks.)

Remarks: _____

Agent Signature

Agent Name _____ **Agent's Gerber Life #** _____

SERFF Tracking Number: FRCS-126781857

State: Arkansas

Filing Company: Gerber Life Insurance Company

State Tracking Number: 46637

Company Tracking Number: 5395

TOI: L021 Individual Life - Endowment

Sub-TOI: L021.002 Single Life - Single Premium

Product Name: Single Prem Endowment SPIE

Project Name/Number: Gerber/169/169

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR RDB.pdf

AR CoC.pdf

Authorization Gerber 5-24- CO letterhead dist.pdf

Item Status:

Status

Date:

Satisfied - Item: Application

Comments:

Please see the Form Scedule.

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

SOV SPIE-10-AR.pdf

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: Gerber Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
SPIE-10-AR	60.0
AIE-10-AR P	50.0
AIE-10-AR AP	50.0



David Fier
Vice President, New Business Development and
Products

August 19, 2010
Date

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Gerber Life Insurance Company

Form Title(s): Individual Endowment Insurance Policy
Application for Individual Endowment Policy
Application for Individual Endowment Policy

Form Number(s): SPIE-10-AR
AIE-10-AR P
AIE-10-AR AP

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



David Fier
Vice President, New Business Development and
Products

August 19, 2010

Date



Gerber Life Insurance Company
1311 Mamaroneck Avenue • Suite 350
White Plains, New York 10605
Tel: 914.272.4069 • Fax: 914.272.4099

May 24, 2010

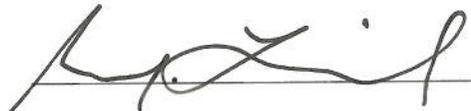
To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Gerber Life Insurance Company

By: _____

Title: Vice President, General Counsel & Secretary

**Memorandum of Variable Material for
Forms SPIE-10-AR, AIE-10-AR AP and AIE-10-AR P**
Gerber Life Insurance Company
August 24, 2010

Provision with Brackets and Page Number	Description
Policy SPIE-10-AR	
Company Address and Customer Service Phone Number (Cover page)	The Company address and customer service phone number are displayed in brackets to allow for changes that may occur in the future.
Signatures and Titles of Officers (Cover page)	The signatures and titles of the signing company officers are bracketed to allow for future changes in the officers authorized to sign the policy.
Insured, Policy Number, Sex and Age (page 3)	Name, sex and age of individual who is insured and the assigned policy number is inserted. Varies by insured.
Owner (page 3)	Name of owner inserted; may be the same or different from named insured.
Face Amount Individual Endowment (page 3)	The minimum amount that can be displayed is \$1,000 and the maximum amount that can be displayed is \$500,000 in increments of \$1,000 in any combination.
Rate Classification (page 3)	Either "Standard" or "Rated" will appear in this field. Rated will be Tables C-H.
Maturity Date (page 3)	Varies by insured. Minimum 10 years to maximum 20 years after policy date.
Issue Date (page 3)	Insert exact date policy is issued by the company to an individual. Varies by insured.
Policy Date (page 3)	Insert exact date policy is effective. Varies by insured.
Single Premium (page 3)	Varies with insured.
Table of Guaranteed Policy Values (page 4)	Years and values for Cash or Loan Value and Reduced Paid Up Endowment vary by insured.
Administrative Office (page 5)	The Administrative Office address is displayed in brackets to allow for changes that may occur in the future.
Company Address and Customer Service Phone Number (Back cover)	The Company address and customer service phone number are displayed in brackets to allow for changes that may occur in the future.

Provision with Brackets and Page Number	Description
Applications AIE-10-AR AP and AIE-10-AR P	
Company Address	The Company address is displayed in brackets to allow for changes that may occur in the future.
Select Amount of Insurance	The minimum amount that can be displayed is \$1,000 and the maximum amount that can be displayed is \$500,000 in increments of \$1,000 in any combination.
Select Maturity Date	The minimum amount of time for maturity is 10 years and the maximum amount of time for maturity is 20 years.
Select Payment Type	Choice of payment methods: installment, pay for 5 years or one-time single payment.