Filing at a Glance

Company: Stonebridge Life Insurance Company

Product Name: IPO02, OPR01
TOI: L09I Individual Life - Flexible Premium Adjustable Life
Sub-TOI: L09I.001 Single Life
Filing Type: Form

SERFF Tr Num: AEGB-127621941
SERFF Status: Closed-Approved-Closed
Co Tr Num: IPO02, OPR01

Author: Joanne Nolte
Date Submitted: 10/07/2011

State: Arkansas
State Tr Num: 49984

State Status: Approved-Closed
Reviewer(s): Linda Bird
Disposition Date: 10/12/2011
Disposition Status: Approved-Closed
Implementation Date:

Implementation Date Requested: On Approval
State Filing Description:

General Information

Project Name: Income Protection Rider; Overloan Protection Rider
Project Number: L018
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Deemer Date:
Submitted By: Joanne Nolte

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Concurrently Submitted
Market Type: Individual
Individual Market Type:
Filing Status Changed: 10/12/2011
State Status Changed: 10/12/2011
Created By: Joanne Nolte
Corresponding Filing Tracking Number: SL: 30822730, 30822760

Filing Description:
Commissioner of Insurance
Arkansas Insurance Division
Compliance - Life/Health
1200 West Third Street
Little Rock, AR 72201-1904

Re: Stonebridge Life Insurance Company NAIC #468-65021

Form Numbers:
IPO02 – Income Protection Option (a Fixed Settlement Endorsement)
OPR01 – Overloan Protection Rider

Dear Sir/Madam:

Please find attached copies of the above referenced forms. These are new forms and are not intended to replace any forms previously approved by your Department. These forms have been submitted in final printed form in which they will be distributed to the Insureds. These forms are subject to only minor modifications in paper size and stock, ink, border, Company logo, Company address, adaptation to computer printing, and Officers' signatures.

These riders will be used with policy forms IUL04 AR and IUL05 AR, which was previously approved by your Department on May 11, 2011.

Income Protection Option (a Fixed Settlement Endorsement) – This endorsement, when elected at issue, provides fixed monthly payments based on a guaranteed interest rate declared by the company, not to be less than 1%. The current rate of interest will be determined at the time of settlement, but will not be less than the company declared rate at the time of policy issue.

Overloan Protection Rider – This rider prevents the policy from lapsing due to excessive loans. If the rider is exercised while the conditions for exercise are met, the policy becomes a Reduced Paid Up policy guaranteed not to lapse.

Should you have any questions or need any additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Joanne D. Nolte
Policy Analyst
Contract Development
Ph: (515) 339-7519
Fax: 319-355-2501
Joanne.nolte@transamerica.com

Company and Contact

Filing Contact Information

Joanne Nolte, Analyst
4333 Edgewood Rd. NE
MS 2225
Cedar Rapids, IA 52499

jnolte@aegonusa.com
515-339-7519 [Phone]
319-355-2501 [FAX]

Filing Company Information

Stonebridge Life Insurance Company	CoCode: 65021	State of Domicile: Vermont
4333 Edgewood Rd. NE	Group Code: 468	Company Type: Life & Health
Cedar Rapids, IA 52499	Group Name:	State ID Number:
(319) 355-8511 ext. [Phone]	FEIN Number: 03-0164230	

Filing Fees

Fee Required?	Yes
Fee Amount:	$100.00
Retaliatory?	No
Fee Explanation:	$50 per form x 2 forms = $100
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Stonebridge Life Insurance Company	$100.00	10/07/2011	52605578

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/12/2011	10/12/2011

Disposition

Disposition Date: 10/12/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AEGB-127621941*	*State:*	*Arkansas*
Filing Company:	*Stonebridge Life Insurance Company*	*State Tracking Number:*	*49984*
Company Tracking Number:	*IPO02, OPR01*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*IPO02, OPR01*		
Project Name/Number:	*Income Protection Rider; Overloan Protection Rider/L018*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Flesch Score		Yes
Supporting Document	Actuarial materials		No
Supporting Document	Statement of Variable Materials		Yes
Form	Income Protection Option (a Fixed Settlement Endorsement)		Yes
Form	Overloan Protection Rider		Yes

Form Schedule

Lead Form Number: IPO02

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IPO02	Certificate Amendment, Insert Page, Endorsement or Rider	Income Protection Option (a Fixed Settlement Endorsement)	Initial		50.500	IPO02 (S).pdf
	OPR01	Certificate Amendment, Insert Page, Endorsement or Rider	Overloan Protection Rider	Initial		50.300	OPR01 (S).pdf

Stonebridge Life Insurance Company
Home Office: Rutland, VT
Administrative Office:
[4333 Edgewood Rd NE]
[Cedar Rapids, IA 52499]
[(800) 238-4302]

(Referred to as the Company, we, our or us)

INCOME PROTECTION OPTION
(a Fixed Settlement Endorsement)

We have issued this endorsement as a part of the policy to which it is attached. Except as otherwise specifically set forth below, it is subject to all of the terms of the policy.

Endorsement Benefit

Upon the death of the Insured while this endorsement is in effect, we will pay the policy's death benefit in the manner stated below, instead of as set forth in the Base Policy. Prior to the Insured's death, you may cancel this endorsement or make policy changes that affect the amount of the Designated Payments.

This endorsement provides for the payment of all or a portion of the policy's death benefit in installments following the death of the Insured. The amounts, frequency and duration of such installments as of the effective date of this endorsement are stated in the Policy Data. The Beneficiary may not alter the payment plan you select.

Definitions

Beneficiary is the person(s) entitled to receive the death benefit on the death of the Insured under the terms of the policy.

Base Policy means the policy without regard to this endorsement and without regard to any riders or other endorsements.

Designated Payment means a payment or payments based on the Total Face Amount as designated by you. They are set forth in the Policy Data as:

1. An initial lump sum ("initial lump sum"); and/or
2. Monthly payments for a Guaranteed Period ("fixed monthly payment"); and/or
3. A final lump sum at the end of the Guaranteed Period ("final lump sum").

Designated Payment amounts shown in the Policy Data are based on the Total Face Amount as of the effective date of this endorsement. Total Face Amount may be adjusted due to policy changes. If this occurs, the Designated Payments will be adjusted. You may also request changes to the Designated Payments by sending us a Written Request. If we agree to your request the Designated Payments will be adjusted. Adjusted Designated Payments will be the amounts paid whether or not the Policy Data has been updated to reflect such adjustments.

Guaranteed Annual Interest Rate is the interest rate applicable to this endorsement and is shown in the Policy Data.

Guaranteed Period is the period in years during which the fixed monthly payments, if elected, will be paid. It is also the period in years before the final lump sum payment, if elected, will be paid. The Guaranteed Period begins on the Insured's date of death and is stated in the Policy Data.

Insured means the Insured under the policy to which this endorsement is attached. In the event the policy provides coverage on a joint and last survivor basis, references to Insured mean the survivor.

Total Face Amount means the sum of:

1. The Face Amount of the Base Policy; plus
2. The amounts payable under any riders to the base policy on account of the death of the Insured, excluding riders providing benefits for accidental death.

Payout of Designated Payments

Upon the Insured's death, we will pay the Designated Payments, adjusted as provided in this endorsement. If the policy's death benefit is greater than the Total Face Amount, the excess will be paid as a lump sum in addition to any initial lump sum payment amount. If the death benefit is less than the Total Face Amount, all Designated Payment amounts will be proportionately reduced.

1. We will pay any initial lump sum when we determine that the policy's death benefit is payable.
2. Fixed monthly payments will be paid retroactively to the date of the Insured's death at the same time as the initial lump sum. Fixed monthly payments will continue thereafter for the remainder of the Guaranteed Period.
3. The final lump sum will be paid at the end of the Guaranteed Period.

Adjustments to Total Face Amount

Total Face Amount is initially determined as of the effective date of this endorsement. Total Face Amount is recalculated as of the date of any policy change or other transaction that increases or decreases the prior Total Face Amount.

If the Total Face Amount is reduced as a result of an accelerated death benefit rider and/or living benefit rider claim payment, or due to any other change or transaction that results in a reduction of the Total Face Amount upon which the Designated Payments were based, then each Designated Payment will be proportionately reduced.

Interest Adjustment to Designated Payments

At the time of the Insured's death, we will adjust the amount of the fixed monthly payments to reflect our then-current interest rate for a fixed monthly settlement option of the same type and for the same duration as the Guaranteed Period if that current rate is greater than the Guaranteed Annual Interest Rate. The interest rate applicable to fixed monthly payments will thereafter remain fixed through the Guaranteed Period.

We will adjust the final lump sum payment to reflect our current interest rate for benefits deposited with interest if that current rate is greater than the Guaranteed Annual Interest Rate. Adjustments to reflect the current interest rate will be made at the death of the Insured and during the Guaranteed Period, as the current rate for benefits deposited with interest may vary during that time. The interest rates used to determine the final lump sum will never be less than the Guaranteed Annual Interest Rate.

Multiple Beneficiaries

If multiple Beneficiaries are entitled to payment of the death benefit under the policy, this endorsement will apply to all Beneficiaries. Unless otherwise specified, each Designated Payment will be proportionately split among all Beneficiaries. If a proportionately split Designated Payment results in fixed monthly payments of less than $50 per month for any person, we may change the payment frequency for that person.

Assignees and Estates

Any death benefit amount payable to an assignee or an estate will be made in a lump sum, and if the remaining death benefit is less than the Total Face Amount the Designated Payments will be proportionately reduced.

Beneficiary Death

After the Insured's death, a Beneficiary of a Designated Payment (other than the initial lump sum payment) may name one or more successor beneficiaries to receive remaining Designated Payments payable to such Beneficiary in the event of the Beneficiary's death.

If a Beneficiary dies prior to the due date of a Designated Payment, any successor beneficiary named will receive that payment and any remaining Designated Payments due to that Beneficiary. If more than one successor beneficiary is named, we will pay any remaining Designated Payments to the named successor beneficiaries proportionately unless the Beneficiary specified otherwise. If a successor beneficiary is not named (or if the named successor beneficiary predeceases the Beneficiary), we will pay the commuted value of the remaining Designated Payments to the Beneficiary's estate. The commuted value of the fixed monthly payments will be calculated at the greater of the Guaranteed Annual Interest Rate or the rate used in determining the fixed monthly payments. The commuted value of the final lump sum payment will be the portion of the Total Face Amount reflected in the final lump sum payment at the time of the Insured's death together with interest accrued under this endorsement to the date of the Beneficiary's death.

Termination

Prior to the Insured's death, you may cancel this endorsement by sending us a Written Request.

Signed for us at our home office and effective on the Policy Date of the policy to which this endorsement is attached unless we inform you in writing of a different date.

[ ] [ ]

[Secretary] [President]

Stonebridge Life Insurance Company
Home Office: Rutland, VT
Administrative Office:
[4333 Edgewood Rd NE]
[Cedar Rapids, IA 52499]
[(800) 238-4302]

(Referred to as the Company, we, our or us)

OVERLOAN PROTECTION RIDER

We have issued this rider as a part of the policy to which it is attached. Except as otherwise specifically set forth below, it is subject to all of the terms of the policy.

Rider Benefit

You may use this rider to prevent the policy from Lapsing in the event the policy meets the conditions below. If you exercise this benefit, the policy will become a paid-up policy as set forth below and will not Lapse. Benefits of this rider are subject to the provisions of the policy and this rider.

Exercising the Rider Benefit

If you are eligible to elect paid-up insurance under the conditions of this rider, you may exercise the Rider Benefit by sending a Written Request to our Administrative Office. If the policy has entered a grace period, we will mail you a notice of eligibility and the following will apply:

1. We will mail the notice at least 31 days prior to the end of the grace period. Your Written Request must be postmarked by the end of the grace period and while the insured is alive.

2. If our notice is sent less than 31 days prior to the end of the grace period, your Written Request must be postmarked within 30 days of the date of your receipt of the notice and while the insured is alive.

Conditions

The following conditions must be met at the time we receive your Written Request to exercise the Rider Benefit:

1. The policy must have been In Force for at least 15 Policy Years.
2. The Insured must be at least Age 75, but not older than Age 120.
3. The sum of all withdrawals taken from the policy must not be less than the total premiums paid.
4. The Loan Balance must exceed the Face Amount of the policy.
5. There must be sufficient Policy Value to cover the charge for this rider. The Loan Balance must not exceed 99.9% of the Policy Value after deduction of the charge for this rider.
6. Exercising the Rider Benefit must not cause the policy to violate the Guideline Premium Test under Section 7702 of the Internal Revenue Code, as amended, at any duration and must not cause the policy to become a Modified Endowment Contract under Section 7702A of the Internal Revenue Code, as amended.
7. The sum of the guideline level premiums, as defined for purposes of Section 7702 of the Internal Revenue Code, as amended, cannot become negative at any time.
8. The Death Benefit Option must be Level. If it is not, we will treat your Written Request as a request to change the Death Benefit Option to Level.

Charge for this Rider

There is no charge for this rider unless you choose to exercise the Rider Benefit.

If the Rider Benefit is exercised, we will assess a one-time charge. The one-time charge will be a percentage of the Policy Value as shown below, based on the Insured's Age as of the date the Rider Benefit is exercised.

Age	Percentage
75 - 90	5%
91	4%
92	3%
93	2%
94 -120	1%

Effect of Exercising the Rider Benefit

Once the Rider Benefit has been exercised and the policy has become a paid-up policy, the following will apply:

1. The Face Amount of the paid-up policy will be the remaining Policy Value multiplied by the applicable Death Benefit Factor shown in the Policy Data for the Age of the Insured as of the date the Rider Benefit is exercised.
2. If your policy Death Benefit Option is not Level when we receive your Written Request to exercise the Rider Benefit, we will change the Death Benefit Option to Level when the Rider Benefit is exercised and change the Face Amount to the amount stated in paragraph 1.
3. All other riders attached to the policy will terminate.
4. All remaining Policy Value, not in the loan reserve, will be transferred to the Basic Interest Account.
5. Monthly Deductions and Index Account Monthly Charges will cease immediately upon our completion of the exercise of the Rider Benefit.
6. No further policy activity, including premium payments, withdrawals, surrenders, transfers, changes to the Death Benefit Option, or increases or decreases to the Face Amount, will be allowed.
7. No further loans will be allowed, but loan interest will continue to accrue and you may continue to repay any interest or principal.

Your election to exercise the Rider Benefit is irrevocable. When the Rider Benefit is exercised we will mail you a notice which outlines the effect on the policy.

Non-Convertible

This rider is not convertible.

Reinstatement

If the policy is reinstated, this rider may be reinstated at the same time.

Consideration

We have issued this rider in consideration of the application and payment of the premiums.

No Dividends Are Payable

This rider does not participate in our profits or surplus.

Nonforfeiture Value

This rider does not have cash values or loan values.

Termination

This rider will terminate on the earliest of the following dates or events:

1. The date the policy terminates;
2. The next Monthly Policy Date following the date you request termination of this rider;
3. The death of the Insured;
4. The date the policy is surrendered or continued under any nonforfeiture option;
5. The Policy Anniversary at the Insured's Age 121;
6. The date the policy becomes a Modified Endowment Contract under Section 7702A of the Internal Revenue Code, as amended.

Signed for us at our Administrative Office and effective on the Policy Date of the policy to which this rider is attached.

[ ] [ ]

[Secretary] [President]

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR - Rule and Regulation 19.pdf
AR - Cert of Regulation 49.pdf
AR - Cert of Compliance 23-79-138.pdf
AR - Bulletin 11-83.pdf
AR - Cert of Regulation 34.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

These riders will be used with applications L 110 0706 AR which was approved by the AR DOI on September 22, 2006 and supplemental applicaiton SAIUL1208M approved on May 13, 2011.

Item Status: **Status Date:**

Bypassed - Item: Health - Actuarial Justification

Bypass Reason: N/A as this is a life filing

Comments:

Item Status: **Status Date:**

Bypassed - Item: Outline of Coverage

Bypass Reason: N/A as this is a life filing

Comments:

Item Status: **Status**

Date:

Satisfied - Item: Flesch Score

Comments:

Attachment:

Flesch Score.pdf

Item Status: **Status Date:**

Satisfied - Item: Actuarial materials

Comments:

Attachments:

IPO02 Actuarial Memo.pdf

OPR01_ Demo_100611.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variable Materials

Comments:

Attachment:

Statement of Variability.pdf

STONEBRIDGE LIFE INSURNACE COMPANY

RULE AND REGULATION 19
STATE OF ARKANSAS

Form Number: IPO02, OPR01

Date: September 23, 2011

I hereby certify that the accompanying life product is in compliance with Rule and Regulation 19.

Cheryl Bock

Cheryl Bock, Assist. Vice President Contract Development

STONEBRIDGE LIFE INSURNACE COMPANY

CERTIFICATION OF REGULATION 49
STATE OF ARKANSAS

Form Number: IPO02, OPR01

Date: September 23, 2011

This is submitted in Compliance with Regulation 49 of the Arkansas Insurance Code.

I hereby certify that the accompanying life product is in compliance with Regulation 49 in that a Life and Health Guaranty Association notice will be given to each policy owner at the time of issue.

Cheryl Bock

Cheryl Bock, Assist. Vice President Contract Development

STONEBRIDGE LIFE INSURNACE COMPANY

CERTIFICATION OF
ARKANSAS INSURANCE CODE
23-79-138

Policy Number: IPO02, OPR01

Date: September 23, 2011

I hereby certify that the accompanying life product is in compliance with Arkansas Insurance Code 23-79-138.

Cheryl Bock

Digitally signed by CBock
DN: cn=CBock, c=US
Date: 2008.02.28 13:46:12
-06'00'

Cheryl Bock, Assistant Vice President, Contract Development

TRANSAMERICA LIFE INSURANCE COMPANY

BULLETIN 11-83
STATE OF ARKANSAS

Form Number: IPO02, OPR01

Date: September 23, 2011

I hereby certify that the accompanying life product is in compliance with Bulletin 11-83.

Cheryl Bock

Cheryl Bock, Assist. Vice President Contract Development

STATE OF ARKANSAS
REGULATION 34

Form Number: IPO02, OPR01

Date: September 23, 2011

We certify that to the best of our knowledge and belief, we are in compliance with Arkansas Rule and Regulation 34 regarding Universal Life products.

Cheryl Bock

Digitally signed by CBock
DN: cn=CBock, c=US
Date: 2008.03.11 13:30:56
-05'00'

Cheryl Bock, Assistant Vice President Contract Development

FLESCH READABILITY CERTIFICATION

Form Number (may vary by state)	Flesch Score
IPO02	50.5
OPR01	50.3

I certify that the machine scored Flesch Readability score(s) for the above mentioned form(s) is/are accurate.

Cheryl Bock

_____ 9/30/11

Cheryl Bock Date

Assistant Vice President

STATEMENT OF VARIABILITY

IPO02 – Income Protection Option (a Fixed Settlement Endorsement)
OPR01 – Overloan Protection Rider

We have bracketed the variable items in these riders. No change in variability will be made which in any way expands the scope of the wording. We reserve the right to correct, at any time, any and all typographical errors that do not impact benefits or intent of language.

IPO02 – Income Protection Option (a Fixed Settlement Endorsement

1. **Administrative Office** (page 1): This may change to another location in the future.
2. **Telephone Number** (page 1): This may change to another number in the future.
3. **Secretary and President Signatures** (page 3): These may change to new signatures in the future.

OPR01 – Overloan Protection Rider

1. **Administrative Office** (page 1): This may change to another location in the future.
2. **Telephone Number** (page 1): This may change to another number in the future.
3. **Secretary and President Signatures** (page 3): These may change to new signatures in the future.