

SERFF Tracking Number: AEGB-127839677 State: Arkansas
Filing Company: Stonebridge Life Insurance Company State Tracking Number: 50334
Company Tracking Number: WL08 AR ET. AL.
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: WL08 AR, WL09 AR, ACC-DISC LR, ADR08 AR, R0500, R05401
Project Name/Number: WL08 AR et. al./L035-1

Filing at a Glance

Company: Stonebridge Life Insurance Company

Product Name: WL08 AR, WL09 AR, ACC-DISC LR, ADR08 AR, R0500, R05401 SERFF Tr Num: AEGB-127839677 State: Arkansas

TOI: L071 Individual Life - Whole SERFF Status: Closed-Approved- Closed State Tr Num: 50334

Sub-TOI: L071.101 Fixed/Indeterminate Co Tr Num: WL08 AR ET. AL. State Status: Approved-Closed
Premium - Single Life

Filing Type: Form

Reviewer(s): Linda Bird
Author: Deb White Disposition Date: 12/08/2011
Date Submitted: 11/23/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name: WL08 AR et. al.

Project Number: L035-1

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Deb White

Filing Description:

November 22, 2011

Commissioner of Insurance

Arkansas Department of Insurance

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 12/08/2011

State Status Changed: 12/08/2011

Created By: Deb White

Corresponding Filing Tracking Number:
30822760

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Attn.: Policy Examination Division (Individual Life)

RE: STONEBRIDGE LIFE INSURANCE COMPANY NAIC#468-65021

Form Numbers: WL08 AR – Whole Life Insurance Policy

WL09 AR – Whole Life Insurance Policy with Graded Death Benefit

ACC-DISC LR – Accelerated Death Benefit Rider Disclosure

ADR08 AR – Accidental Death Benefit Rider

R05400 – Accelerated Death Benefit Rider

R05401 – Accelerated Death Benefit 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 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.

WL08 AR, Whole Life Insurance Policy – This is a single life policy based on the age at the last birthday of the individual Insured. This is a whole life policy that provides a level death benefit with benefits payable to age 121. The premium paying period will be the applicant's choice of either level to age 99 or level for 10 years. If the Insured is still living at age 121, the policy terminates and the cash surrender value (equal to the death benefit) is paid out. The issue ages for this policy are 0-85. The policy has sample policy data for a policy with level premiums payable to age 99. We have included sample policy data for a policy with level premiums payable for 10 years.

WL09 AR, Whole Life Insurance Policy with Graded Death Benefit – This is a single life policy based on the age at the last birthday of the individual Insured. This policy is a graded death benefit whole life policy with a two-year return of premium. A graded death benefit and an accidental death benefit are payable within the first two years, with the full amount of insurance payable thereafter. Benefits will be payable to age 121. The premium paying period will be level to age 99. If the Insured is still living at age 121, the policy terminates and the cash surrender value (equal to the death benefit) is paid out. The issue ages for this policy are 18-85.

ACC-DISC LR – Accelerated Death Benefit Rider Disclosure – Upon receipt of proof acceptable to us of the Insured's Qualifying Event, the Owner may choose to receive the Accelerated Death Benefit while the Insured is alive and the Rider is in force.

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ADR08 AR, Accidental Death Benefit Rider – This rider will be available only on the WL08 AR Whole Life Insurance Policy when the applicant chooses the level to age 99 premium paying period. This rider must be applied for and issued with the WL08 base policy; it will not be available after policy issue. The benefit is payable when death occurs within 90 days of an accidental bodily injury. The injury must occur on or before the policy anniversary on which the age of the Insured is 98. The issue ages for this rider are 18-85.

R05400 – Accelerated Death Benefit Rider – This rider provides an accelerated death benefit that is paid instead of the cash value or death benefit in your policy.

R05401 – Accelerated Death Benefit Rider - This rider provides an accelerated death benefit that is paid instead of the cash value or death benefit in your policy.

These policies will be marketed through our agent field force, and are designed for clients who desire and will benefit from the purchase of a fixed premium whole life policy. We have not identified any specific market for these products.

Concurrently submitted for approval is application L120 1011S for Stonebridge Life Insurance Company.

We would appreciate your review and approval of these forms.

Sincerely,

STONEBRIDGE LIFE INSURANCE COMPANY

Deb White
Policy Analyst
Contract Development
319.355.7265 (collect)
Fax #: 319.355.2501
deb.white@transamerica.com

Company and Contact

Filing Contact Information

Debra White, Policy Analyst
4333 Edgewood Rd. NE

Deb.White@Transamerica.com
319-355-7265 [Phone]

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MS 2225 319-355-2501 [FAX]
 Cedar Rapids, IA 52499

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: \$300.00
 Retaliatory? No
 Fee Explanation: \$50.00 x 6 forms.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Stonebridge Life Insurance Company	\$300.00	11/23/2011	54040035

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/08/2011	12/08/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/29/2011	11/29/2011	Deb White	12/07/2011	12/07/2011

SERFF Tracking Number: AEGB-127839677 *State:* Arkansas
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Disposition

Disposition Date: 12/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Supporting Documents		Yes
Form	Whole Life Insurance Policy		Yes
Form (revised)	Whole Life Insurance Policy with Graded Death Benefit		Yes
Form	Whole Life Insurance Policy with Graded Death Benefit	Replaced	Yes
Form	Accidental Death Benefit Rider		Yes
Form	Accelerated Death Benefit Benefit Rider Disclosure		Yes
Form	Accelerated Death Benefit Rider		Yes
Form	Accelerated Death Benefit Rider		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/29/2011
Submitted Date 11/29/2011
Respond By Date 12/29/2011

Dear Debra White,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Life Policies with reduced death benefits in early policy years are subject to Bulletin 8-85. The Policy Data page and the Cover Letter are in violation of Guideline One with the wording "two-year return of premium". Please review the bulletin and make the necessary corrections.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
 Response Letter Date 12/07/2011
 Submitted Date 12/07/2011

Dear Linda Bird,

Comments:

Good morning:

We received your letter dated 11/29/11. We have made the change to the data pages on the WL09 AR that comply with Bulletin 8-85. Please see revised form.

Response 1

Comments: NA

Related Objection 1

Comment:

Life Policies with reduced death benefits in early policy years are subject to Bulletin 8-85. The Policy Data page and the Cover Letter are in violation of Guideline One with the wording "two-year return of premium". Please review the bulletin and make the necessary corrections.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Whole Life Insurance Policy with Graded Death Benefit	WL09 AR		Policy/Contract/Fraternal Certificate	Initial		52.500	WL09 AR S.pdf, WL09 AR 12.7.11.pdf

Previous Version

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Project Name/Number: WL08 AR et. al./L035-1

Whole Life Insurance	WL09 AR	Policy/Contract/Fraternal	Initial	52.500	WL09 AR
Policy with Graded		Certificate			S.pdf
Death Benefit					

No Rate/Rule Schedule items changed.

Thank you,
Deb White

Sincerely,
Deb White

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Form Schedule

Lead Form Number: WL08 AR et al

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	WL08 AR	Policy/Cont	Whole Life Insurance Initial ract/Fratern Policy al Certificate			53.800	WL08 AR S.pdf
	WL09 AR	Policy/Cont	Whole Life Insurance Initial ract/Fratern Policy with Graded al Death Benefit Certificate			52.500	WL09 AR S.pdf WL09 AR 12.7.11.pdf
	ADR08 AR	Policy/Cont	Accidental Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		62.100	ADR08 AR S.pdf
	ACC-DISC LR	Other	Accelerated Death Benefit Benefit Rider Disclosure	Initial		51.000	ACC-DISC LR (S).pdf
	R05400	Policy/Cont	Accelerated Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		54.200	R05400 S.pdf
	R05401	Policy/Cont	Accelerated Death	Initial		54.200	R05401 S.pdf

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Project Name/Number: WL08 AR et. al./L035-1
ract/Fratern Benefit Rider
al
Certificate:
Amendmen
t, Insert
Page,
Endorseme
nt or Rider



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

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

INSURED	[JOHN DOE]	POLICY NUMBER	[110 01 SAMPLE]
FACE AMOUNT	[\$[10,000.00]	POLICY DATE	[APRIL 01, 2010]
OWNER	[JOHN DOE]		

We will pay the death benefit to the Beneficiary if the Insured dies while this policy is In Force. All payments are subject to the provisions of this policy.

Signed for the Company at [Cedar Rapids, Iowa], on the Date of Issue.

[]

[SECRETARY]

[]

[PRESIDENT]

10 DAY RIGHT TO CANCEL - You may cancel this policy by delivering or mailing a Written Request to us or the agent from whom it was purchased. You must return the policy to us or the agent before midnight of the 10th day after you receive it. Your Written Request given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage paid. We must return all payments made for this policy within 30 days after we receive notice of cancellation and the returned policy.

If you are terminating or borrowing from another life insurance policy owned by you in connection with your purchase of this policy, then this policy may be considered a replacement policy. If this policy is a replacement policy, your right to cancel is extended to midnight of the 30th day after the day you receive it.

This policy is a legal contract between the owner and the Company.

READ YOUR POLICY CAREFULLY

**Whole Life Insurance with
 Death Benefit Payable at Death While the Policy is In Force
 Premiums Payable for a Stated Period Shown in the Policy Data
 Non-Participating - No Dividends**

GUIDE TO POLICY PROVISIONS

	Page
Amount of Death Benefit.....	5-6
Assignment of the Policy.....	5
Change of Beneficiary.....	5
Definitions.....	4
Dividends (No Dividends are Payable).....	9
Extra Benefit Riders.....	8
Grace Period for Paying Premiums.....	6
Incontestability.....	8
Loan Interest Rate.....	7
Loans.....	7
Misstatement of Age or Sex.....	8
Nonforfeiture Provisions.....	6-7
Ownership and Beneficiary Provisions.....	5
Payment of the Death Benefit.....	5-6
Policy Contract.....	8
Policy Data.....	3-3A
Policy Date.....	3
Premiums.....	6
Proof of Death.....	5
Reinstatement.....	6
Schedule of Premiums.....	3
Settlement Provisions.....	9-10
Suicide.....	8
Surrender Option.....	7
Table of Policy Values.....	3A
Termination of Insurance.....	8-9
Your Rights.....	9

The Schedule of Premiums above is for direct billing only. A Schedule of Premiums for other payment modes will be provided on request.

TABLE OF POLICY VALUES

IF ALL THE PREMIUMS DUE HAVE BEEN PAID TO THE POLICY ANNIVERSARY AND THERE IS NO LOAN BALANCE OUTSTANDING, THE POLICY VALUES WILL BE:

POLICY NUMBER: [110 01 SAMPLE]
NONFORFEITURE INTEREST RATE: [5.00%]

<u>END OF POLICY YEAR</u>	<u>AGE OF INSURED</u>	<u>CASH VALUE</u>	<u>EXTENDED TERM INSURANCE</u>		<u>REDUCED PAID UP INSURANCE</u>
			<u>YEARS</u>	<u>DAYS</u>	
[1	36	\$ 0.00	0	0	\$ 0.00]
[2	37	0.00	0	0	0.00]
[3	38	37.40	2	309	223.00]
[4	39	124.40	7	329	708.00]
[5	40	215.00	11	310	1173.00]
[6	41	309.20	14	296	1617.00]
[7	42	407.00	16	348	2041.00]
[8	43	508.30	18	227	2445.00]
[9	44	613.00	19	313	2829.00]
[10	45	721.20	20	289	3195.00]
[11	46	832.80	21	194	3542.00]
[12	47	948.20	22	50	3873.00]
[13	48	1067.90	22	226	4190.00]
[14	49	1192.60	22	358	4495.00]
[15	50	1322.30	23	81	4788.00]
[16	51	1456.60	23	136	5068.00]
[17	52	1595.40	23	164	5334.00]
[18	53	1738.30	23	168	5588.00]
[19	54	1885.20	23	151	5830.00]
[20	55	2035.50	23	112	6058.00]
	[@55	2035.50	23	112	6058.00]
	[@60	2840.70	22	46	7040.00]
	[@65	3722.40	20	101	7797.00]

DEFINITIONS

In this policy:

Age means a person's age in years on his or her last birthday, unless otherwise specified. For purposes of this policy, the Insured's Age changes on each Policy Anniversary.

The **Beneficiary** is the person(s) designated to receive the death benefit on the death of the Insured. The Beneficiary named on the application may be changed as provided in this policy.

The **Date of Issue** is the date this policy is prepared in our office. The Date of Issue is shown in the Policy Data. The Date of Issue may or may not be the same as the Policy Date.

The **Face Amount** is the amount upon which the death benefit is determined. The Face Amount is shown in the Policy Data.

In Force means insurance coverage is in effect and has not terminated.

The **Insured** is the person whose life is insured under this policy. The Insured is identified in the Policy Data.

Lapse means termination of the policy at the end of the grace period due to non-payment of premiums. If this policy Lapses, the Insured's life will no longer be insured under the terms of this policy except as set forth in the Nonforfeiture Provisions.

Loan Balance means the sum of any unpaid policy loans and accrued loan interest. We will deduct any Loan Balance from any amounts payable by us under this policy.

The **Monthly Anniversary Date** is the day of each month coinciding with the Policy Date. If there is no day in a calendar month that coincides with the Policy Date, the Monthly Anniversary Date for that month will be the first day of the following month.

A **Policy Anniversary** is the same day and month as the Policy Date for each year this policy remains In Force.

The **Policy Date** is the date coverage is effective under this policy. We will use the Policy Date to determine the premium due dates, Monthly Anniversary Dates, Policy Anniversaries and Policy Years. The Policy Date is shown in the Policy Data.

A **Policy Year** is the 12 month period directly preceding a Policy Anniversary.

Reinstate means to restore coverage after the policy has Lapsed, in accordance with the Reinstatement provision.

A **Rider** is an attachment to this policy that provides an additional benefit.

Written Request means a signed request in a form satisfactory to us that is received at our Administrative Office.

You and **your** means the owner of this policy. The owner as of the Date of Issue is identified in the Policy Data. Ownership may be transferred as provided in this policy. Following a transfer of ownership, **you** and **your** will refer to the new owner.

OWNERSHIP

Owner of the Policy - The owner may exercise all rights under this policy during the Insured's lifetime, including the right to transfer ownership subject to applicable law and regulation. If the owner dies during the Insured's lifetime, ownership of this policy will pass to the owner's estate if no contingent owner is named. You may change the owner by filing a Written Request with us. We will not be bound by any change of ownership until we record it in our records. Unless otherwise specified by you, the change will then take effect as of the date the change is signed by you, subject to any payments made or actions taken by us prior to our recording of the change.

Assignment of the Policy - You may assign this policy by filing a Written Request with us. We will not be bound by any assignment until we record it in our records. Unless otherwise specified by you, the assignment will then take effect as of the date the assignment is signed by you, subject to any payments made or actions taken by us prior to our recording of the assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any death benefit which becomes payable to an assignee will be payable in a single sum and will be subject to proof of the assignee's interest and the extent of the assignment.

THE BENEFICIARY

Who Receives the Death Benefit - When the death benefit is payable under this policy, we will pay it to the Beneficiary named by you in accordance with this policy. If no Beneficiary has been designated, or if the interest of all designated Beneficiaries has ended before we make payment of the death benefit, we will pay the death benefit to you. If you are not living at the time, we will pay the death benefit to the executor or administrator of your estate.

Unless you specify otherwise, the following will apply:

1. If any Beneficiary dies before the Insured, that Beneficiary's interest in the death benefit will end.
2. If any Beneficiary dies at the same time as the Insured, or within 30 days after the Insured, that Beneficiary's interest in the death benefit will end if no benefits have been paid to that Beneficiary.
3. If the Beneficiary is a partnership, we will pay the death benefit to the partnership as it existed when the Insured died.

How to Change a Beneficiary - You may name or change the Beneficiary while the Insured is living by sending us a Written Request. The change will not be effective until we record it in our records. Even if the Insured is not living when we record the change, the change will take effect as of the date it was signed. However, any benefits we pay before we record the change will not be subject to the change.

A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

PAYMENT OF THE DEATH BENEFIT

Proof of Death - We will pay any benefit payable because of death when we receive due proof that the Insured's death occurred while this policy was In Force. The proof must be sent to us at our Administrative Office. We will send appropriate forms to the Beneficiary upon request. Any of our agents will help the Beneficiary fill out the forms without charge.

Death Benefit - The amount of the death benefit will be equal to:

- (a) the Face Amount of this policy,
- plus (b) the amount payable under any attached rider, subject to its terms,
- plus (c) the amount of any portion of a paid premium which applies to a period beyond the Insured's date of death,

- minus (d) the amount of any portion of a premium due under the Grace Period provision,
- minus (e) the amount of any Loan Balance.

The amount of the death benefit may be affected by the Misstatement of Age or Sex in the Application provision of this policy.

Interest on Death Benefit - If we do not pay the death benefit within 30 days after we receive due proof of the Insured's death, we will pay interest on the death benefit from the date of the Insured's death to the date the payment is made. The interest rate will be equal to 8%.

PREMIUMS

Premium - To keep this policy In Force, each premium must be paid in advance. Premiums should be sent to our Administrative Office or as otherwise instructed by us. We will give you a receipt if you ask for one. The first premium is due on the Policy Date. Subsequent premiums are payable while the Insured is living and within the grace period. If a part of the premium ceases to be payable under the provisions of a rider, the premium will be reduced accordingly. The mode of premium payment may be changed on any Policy Anniversary to any other mode shown in the Policy Data.

The annual premium is shown in the Policy Data. If you pay your premiums more frequently than annually, the total amount you pay in a year may be higher than if you made one annual payment.

Grace Period - If premiums are not paid when they are due, this policy will Lapse. We will allow a period of 31 days after the premium due date for payment of each premium after the first premium. This means that if a premium is not paid on or before the date it is due, you may pay that premium during the 31 day period immediately following the due date. The Insured's life will continue to be insured during this 31 day period. During the grace period, we will not charge any interest on the premium due. You will have the entire grace period within which to remit payment. Any payments sent by U.S. mail must be postmarked within the grace period. If the Insured dies during the grace period before the premium is paid, we will deduct the portion of the premium required to provide insurance from the premium due date to the date of the Insured's death from the death benefits payable under this policy.

Reinstatement - If this policy Lapses, you may Reinstate it as provided in this section unless it has been surrendered for its Net Cash Value. Any Reinstatement must be made during the lifetime of the Insured and within five years from the end of the grace period. Before we Reinstate your policy, we will require:

1. Your Written Request to Reinstate this policy,
2. The Insured's written consent to Reinstatement,
3. Evidence of insurability satisfactory to us,
4. Payment of all overdue premiums with interest from the due date of each premium. The interest rate is 6% per annum, compounded annually, and
5. Payment or reinstatement of any Loan Balance at the interest rates in effect during the period of Lapse.

The date of Reinstatement will be the Monthly Anniversary Date on or following the date the application for Reinstatement is approved by us, so long as the Insured is still living.

NONFORFEITURE PROVISIONS

Cash Value - The Cash Value while this policy is In Force on a premium paying basis is shown in the Table of Policy Values. Cash Values have been calculated on the assumption that there is no Loan Balance outstanding. Any Loan Balance is subtracted to find the Net Cash Value.

Lapse - If the premium is not paid when due or before the end of a grace period, the Net Cash Value as of the date of Lapse will be applied under one of the following options. The owner may elect an option, upon Written Request, within 60 days after the date to which premiums have been paid. If no election is made, the Extended Term Option will apply. The basic life benefit continued under the Extended Term Option or Reduced Paid Up Option will not include additional benefits provided under any rider attached to this policy, unless specifically provided in such rider.

Extended Term Option - Under this option, the Net Cash Value is used to buy level term insurance. The amount will be equal to the stated Face Amount less any Loan Balance. The term of coverage will be that which the Net Cash Value will buy when applied as a net single premium at the Insured's Age and class of risk as of the date of Lapse.

Reduced Paid Up Option - Under this option, the Net Cash Value is used to buy a level amount of whole life insurance. No further premiums are due. The amount will be that which the Net Cash Value will buy when applied as a net single premium at the Insured's Age and class of risk as of the date of Lapse.

Surrender Option - This policy may be surrendered for its Net Cash Value if it is then on a premium paying basis or Reduced Paid Up Option, at any time upon Written Request. The surrender will take effect on the date the Written Request is signed by you. Upon surrender, all insurance provided by the policy and any riders, unless the riders provide otherwise, will terminate.

If this policy is surrendered within 60 days after a Policy Anniversary, the Cash Value on the surrender date will not be less than it was on that Policy Anniversary date. If it is surrendered more than 60 days after a Policy Anniversary, due allowance will be made for time elapsed and any fractional premium payment. We can defer any payment under this provision for up to six months from the date we receive your Written Request.

Basis of Computation of Policy Values - Nonforfeiture values for this policy are shown in the Table of Policy Values. The nonforfeiture values are shown for the Age at which this policy was issued and at the end of certain Policy Years, with the assumption that premiums are paid to the end of those years and that there is no Loan Balance outstanding. The value at any time during a Policy Year will be calculated on the same basis, with allowance for any premium paid for part of the Policy Year. Nonforfeiture values for any Policy Years not shown will be furnished upon Written Request.

Nonforfeiture values and net single premiums are calculated using the Nonforfeiture Interest Rate shown in the Table of Policy Values, assuming immediate payment of claims.

The nonforfeiture values of this policy are not less than the minimum values and benefits required by the laws of the state in which this policy is delivered. On each Policy Anniversary, the value of any paid up insurance is equal to the net single premium at the Age of the Insured using the Nonforfeiture Interest Rate shown in the Table of Policy Values. A detailed statement of the method of computing nonforfeiture values has been filed with the proper supervisory officials of the state where this policy is delivered.

POLICY LOANS

Policy Loan - You may obtain a Policy Loan by Written Request provided this policy is not then in the Extended Term Option. The maximum amount available for Policy Loans will be 90% of the Net Cash Value. This policy will be the only security for the Loan Balance. We can defer a Policy Loan for up to six months from the date we receive your Written Request, but not if it is being used to pay premiums to us under an Automatic Premium Loan. Any Loan Balance will be deducted from any amounts payable by us under this policy.

Loan Interest Rate - Interest on any loan is payable at rates declared by us from time to time. This rate may change from year to year, but it will not exceed 8% per year. You will be notified of the current rate at the time of a loan. No increase in rate shall apply until 30 days prior notice has been given.

Repayment of Loan Balance - All or part of any Loan Balance may be repaid at any time while this policy is In Force. Failure to repay the Loan Balance will not terminate this policy unless the Loan Balance exceeds the Cash Value. If this happens, we will send a notice of termination to the owner and any assignee of which we have a record. We will mail this notice at least 30 days before terminating the policy.

Automatic Premium Loan - If this feature is in effect, any unpaid premium for this policy and attached riders, if any, which falls due one year or more from the Policy Date will be paid at the end of a grace period by an automatic loan. An automatic loan will not be granted if the premium due exceeds the Net Cash Value.

Automatic loans will be subject to all of this policy's provisions regarding Policy Loans. The loan will bear interest from the premium due date.

This feature will not take effect unless selected in the application or elected by Written Request. If active, this feature can be cancelled by Written Request.

GENERAL PROVISIONS

This Policy is Our Contract with You - This policy is issued in consideration of the application and the payment of premiums as provided in this policy.

This policy, any amendment(s) or endorsement(s), and a copy of the application(s) and any questionnaires for issuance or Reinstatement of the policy attached to it contain the entire contract between you and us. Any statements made in such application(s), questionnaires or any amendments thereto either by you or by the Insured will, in the absence of fraud (when such defense is permitted by the applicable law in the state where the policy will be delivered or issued for delivery) be considered representations and not warranties. Also, any written statement made either by you or by the Insured will not be used to void this policy nor defend against a claim under this policy unless the statement is contained in the application(s), questionnaires or any amendments thereto.

Any extra benefit rider attached to this policy will become a part of this policy and will be subject to all of the terms and conditions of this policy unless we state otherwise in the rider.

Incontestability - We cannot contest this policy, except for fraud (when such a defense is permitted by the applicable law in the state where the policy will be delivered or issued for delivery) or non-payment of premium, after it has been In Force during the lifetime of the Insured for two years after the later of:

1. The Date of Issue; and
2. The effective date of Reinstatement of this policy.

If this policy is Reinstated, a new two year contestability period (in addition to any remaining contestability period) will apply from the date of Reinstatement and will apply only to statements made in the application for Reinstatement.

The Insured, the owner and the Beneficiary are obligated to cooperate in any contestability investigation that we may conduct, including supplying us with necessary authorizations for medical and other information.

Amount Payable Is Limited in the Event of Suicide - If the Insured, whether sane or insane, dies by suicide within two years from the Date of Issue, our liability will be limited to an amount equal to the premiums paid for this policy.

Misstatement of Age or Sex in the Application - If there is a misstatement of the Insured's date of birth or sex in the application, we will adjust the death benefit to that which the premiums paid would have purchased at the correct Age or sex.

Extra Benefit Riders - The extra benefit riders, if any, are listed in the Policy Data.

Who Can Make Changes in the Policy - No change or waiver of any of the provisions of this policy will be valid unless it is made in writing by us. Any change or waiver must be signed by our President or a Vice President together with our Secretary. No agent or other person has the authority to change or waive any provision of this policy.

Termination of Insurance - This policy will terminate and all coverage on the Insured's life will end on the earliest of the following dates or events:

1. The date this policy Lapses; or
2. The date this policy is surrendered for its Net Cash Value by Written Request; or
3. The date of the Insured's death; or
4. The date the Loan Balance exceeds the Cash Value; or
5. The maturity date shown in the Policy Data. On the maturity date, we will pay the Net Cash Value to the owner.

Our acceptance of a premium for any period after the date of termination of this policy shall create no liability by us with respect to this policy, nor will it constitute a waiver of the termination. Any premium paid for this policy following its termination will be refunded.

No Dividends are Payable - This is non-participating insurance. It does not participate in our profits or surplus.

Your Rights - During the Insured's lifetime and unless otherwise provided in this policy, you have the exclusive right to assign this policy and to exercise every right, privilege and option this policy grants or that we allow. Some of your rights are:

- To change the owner or Beneficiary.
- To change the frequency of premium payments.
- To Reinstate the policy after Lapse in accordance with the Reinstatement provision.

To exercise any of these rights, or to apply for the death benefits or any benefits under this policy, communicate with our nearest representative or directly with our Administrative Office. Please notify us promptly of any change of address.

SETTLEMENT PROVISIONS

Lump Sum Payment - When the death benefit is payable, we will pay it in a lump sum, unless a settlement option is elected. We may discharge our obligation to make payment in a lump sum by providing you with drafts by which you may draw at any time all or any portion of the remaining benefit. If we do so, we will pay interest from time to time on any amount remaining unpaid. Such interest will be at a rate declared by us from time to time, and may differ from the rate we pay under the settlement options below. There is no minimum interest rate.

Settlement Options - During the Insured's lifetime, you may request that we pay the death benefit under one of the following settlement options. We will also use any other method of payment that is agreeable to you and us. After the Insured's death, a Beneficiary may elect to receive such Beneficiary's share of the death benefit under a settlement option. However, you may provide that the Beneficiary will not be permitted to change the settlement option you have selected. If a settlement option is requested, we will prepare an agreement to be signed which will state the terms and conditions under which the payments will be made. This agreement will include a statement regarding the withdrawal value, if any, and to whom any remaining proceeds will be paid following the death of the person receiving the payments.

Annuity - We will use the benefit as a single premium to buy an annuity. The annuity may be payable to one or two payees. It may be payable for life, or for a period certain, with or without a guaranteed period, as agreed to by the payee and us. The annuity payment will not be less than what our newly issued immediate annuity contracts with the same features are then paying.

Benefit Deposited with Interest - We will hold the benefit on deposit with us and it will earn interest from the date of death. Such interest will be at a rate declared by us from time to time, but not less than an annual interest rate of 1%, and may differ from the rate we pay under other options or as a Lump Sum Payment. We will pay the earned interest monthly, quarterly, semi-annually or annually, as requested. The payee may withdraw part or all of the benefit and earned interest at any time, but unlike for Lump Sum Payment, no drafts will be provided.

Conditions - Death benefits of less than \$10,000 will be paid in a lump sum and may not be applied under any settlement option. We may change the payment frequency if payments under an option become less than \$100.

A corporation may receive payments under a life income option only if the payments are based on the life of the surviving spouse or a dependent of the Insured.

Payments Exempt from the Claims of Creditors - To the extent permitted by law:

1. No payment of death benefit or interest we make will be subject to the claims of any creditor; and
2. If you provide that the option selected cannot be changed after the Insured's death, the payments will not be subject to the debts or contracts of the person receiving the payments.



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

**Whole Life Insurance with
Death Benefit Payable at Death While the Policy is In Force
Premiums Payable for a Stated Period Shown in the Policy Data
Non-Participating - No Dividends**

Please examine your policy and the attached copy of the application carefully. Contact your agent if you desire additional services or information.

If you change your address, please notify us at our Administrative Office giving your full name and policy number.

Your policy is a valuable asset. For your own protection, let us advise you regarding any suggestion to terminate or replace this policy.



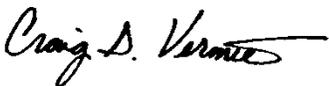
Stonebridge Life Insurance Company
Home Office: Rutland, Vermont
Administrative Office:
[4333 Edgewood Rd NE
Cedar Rapids, IA 52499
(800) 238-4302]

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

INSURED	[JOHN DOE]	POLICY NUMBER	[110 01 SAMPLE]
FACE AMOUNT	[\$10,000.00]	POLICY DATE	[APRIL 01, 2010]
OWNER	[JOHN DOE]		

We will pay the death benefit to the Beneficiary if the Insured dies while this policy is In Force. All payments are subject to the provisions of this policy.

Signed for the Company at [Cedar Rapids, Iowa], on the Date of Issue.

[]

[SECRETARY]

[]

[PRESIDENT]

10 DAY RIGHT TO CANCEL - You may cancel this policy by delivering or mailing a Written Request to us or the agent from whom it was purchased. You must return the policy to us or the agent before midnight of the 10th day after you receive it. Your Written Request given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage paid. We must return all payments made for this policy within 30 days after we receive notice of cancellation and the returned policy.

If you are terminating or borrowing from another life insurance policy owned by you in connection with your purchase of this policy, then this policy may be considered a replacement policy. If this policy is a replacement policy, your right to cancel is extended to midnight of the 30th day after the day you receive it.

This policy is a legal contract between the owner and the Company.

READ YOUR POLICY CAREFULLY

**Whole Life Insurance with
Death Benefit Payable at Death While the Policy is In Force
Premiums Payable for a Stated Period Shown in the Policy Data
Non-Participating - No Dividends
Limited Death Benefit During First Two Policy Years**

GUIDE TO POLICY PROVISIONS

	Page
Amount of Death Benefit.....	5-6
Assignment of the Policy.....	5
Change of Beneficiary.....	5
Definitions.....	4
Dividends (No Dividends are Payable).....	9
Extra Benefit Riders.....	9
Grace Period for Paying Premiums.....	6
Incontestability.....	8
Loan Interest Rate.....	7
Loans.....	7-8
Misstatement of Age or Sex.....	8
Nonforfeiture Provisions.....	7
Ownership and Beneficiary Provisions.....	5
Payment of the Death Benefit.....	5-6
Policy Contract.....	8
Policy Data.....	3-3A
Policy Date.....	3
Premiums.....	6
Proof of Death.....	5
Reinstatement.....	6
Schedule of Premiums.....	3
Settlement Provisions.....	9-10
Suicide.....	8
Surrender Option.....	7
Table of Policy Values.....	3A
Termination of Insurance.....	9
Your Rights.....	9

POLICY DATA

POLICY NUMBER: [110 01 SAMPLE] **DATE OF ISSUE:** [APRIL 01, 2010]
POLICY DATE: [APRIL 01, 2010] **MATURITY DATE:** [MARCH 31, 2096]
FACE AMOUNT: \$[10,000.00] **ISSUE AGE/SEX:** [35/MALE]
INSURED: [JOHN DOE]
OWNER: [JOHN DOE]

TYPE OF COVERAGE	FACE AMOUNT	PREMIUMS PAYABLE	*ANNUAL PREMIUM
BASIC POLICY **LIMITED DEATH BENEFIT DURING FIRST TWO POLICY YEARS	\$ [10,000.00]	[64] YEARS	\$ [447.50]

***Total Annual Premium on Policy Date** \$[447.50]

*THE "ANNUAL PREMIUM" AND "TOTAL ANNUAL PREMIUM ON POLICY DATE" LISTED ON THIS PAGE ARE THE AMOUNT YOU WILL PAY PER YEAR ONLY IF YOU CHOOSE THE ANNUAL PREMIUM PAYMENT MODE. THE AMOUNT YOU PAY PER YEAR MAY BE HIGHER IF YOU PAY PURSUANT TO ANY OTHER PAYMENT MODE. THE "ANNUAL PREMIUM" AND "TOTAL ANNUAL PREMIUM ON POLICY DATE" INCLUDE AN ANNUAL POLICY FEE OF \$[30.00]. THE POLICY FEE MAY BE HIGHER IF YOU PAY PURSUANT TO ANY PAYMENT MODE OTHER THAN ANNUAL.

**DEATH BENEFIT DURING FIRST TWO POLICY YEARS IS BASED ON FACE AMOUNT FOR ACCIDENTAL DEATH OF INSURED OR EQUALS 110% OF THE SUM OF PREMIUMS PAID FOR DEATH OF INSURED FROM ANY OTHER CAUSE. DEATH BENEFIT AFTER FIRST TWO POLICY YEARS IS BASED ON FACE AMOUNT FOR DEATH OF INSURED REGARDLESS OF CAUSE OF DEATH.

Initial Premium Payment Amount and Mode.....[\$447.50] [ANNUALLY] [DIRECT BILL]
Total Payments Per Year.....[\$447.50]

SCHEDULE OF PREMIUMS

	Annually	Semi-Annually	Quarterly	Monthly
Premium Due Per Payment	\$[447.50]	\$[227.81]	\$[115.93]	\$[37.97]
Total Payments Per Year	\$[447.50]	\$[455.62]	\$[463.72]	\$[455.64]

The Schedule of Premiums above is for direct billing only. A Schedule of Premiums for other payment modes will be provided on request.

TABLE OF POLICY VALUES

IF ALL THE PREMIUMS DUE HAVE BEEN PAID TO THE POLICY ANNIVERSARY AND THERE IS NO LOAN BALANCE OUTSTANDING, THE POLICY VALUES WILL BE:

POLICY NUMBER: [110 01 SAMPLE]
NONFORFEITURE INTEREST RATE: [5.00%]

<u>END OF POLICY YEAR</u>	<u>AGE OF INSURED</u>	<u>CASH VALUE</u>	<u>REDUCED PAID UP INSURANCE</u>
[1	36	\$ 0.00	\$ 0.00]
[2	37	0.00	0.00]
[3	38	86.10	493.00]
[4	39	175.60	964.00]
[5	40	268.70	1414.00]
[6	41	365.30	1844.00]
[7	42	465.50	2254.00]
[8	43	569.10	2645.00]
[9	44	676.10	3017.00]
[10	45	786.30	3370.00]
[11	46	899.90	3705.00]
[12	47	1017.10	4026.00]
[13	48	1138.60	4332.00]
[14	49	1265.00	4627.00]
[15	50	1396.20	4910.00]
[16	51	1532.20	5181.00]
[17	52	1672.50	5439.00]
[18	53	1816.70	5685.00]
[19	54	1964.60	5919.00]
[20	55	2155.60	6140.00]
	[@55	2155.60	6140.00]
	[@60	2920.70	7091.00]
	[@65	3795.60	7825.00]

DEFINITIONS

In this policy:

Age means a person's age in years on his or her last birthday, unless otherwise specified. For purposes of this policy, the Insured's Age changes on each Policy Anniversary.

The **Beneficiary** is the person(s) designated to receive the death benefit on the death of the Insured. The Beneficiary named on the application may be changed as provided in this policy.

The **Date of Issue** is the date this policy is prepared in our office. The Date of Issue is shown in the Policy Data. The Date of Issue may or may not be the same as the Policy Date.

The **Face Amount** is the amount upon which the death benefit is determined. The Face Amount is shown in the Policy Data.

In Force means insurance coverage is in effect and has not terminated.

The **Insured** is the person whose life is insured under this policy. The Insured is identified in the Policy Data.

Lapse means termination of the policy at the end of the grace period due to non-payment of premiums. If this policy Lapses, the Insured's life will no longer be insured under the terms of this policy except as set forth in the Nonforfeiture Provisions.

Loan Balance means the sum of any unpaid policy loans and accrued loan interest. We will deduct any Loan Balance from any amounts payable by us under this policy.

The **Monthly Anniversary Date** is the day of each month coinciding with the Policy Date. If there is no day in a calendar month that coincides with the Policy Date, the Monthly Anniversary Date for that month will be the first day of the following month.

A **Policy Anniversary** is the same day and month as the Policy Date for each year this policy remains In Force.

The **Policy Date** is the date coverage is effective under this policy. We will use the Policy Date to determine the premium due dates, Monthly Anniversary Dates, Policy Anniversaries and Policy Years. The Policy Date is shown in the Policy Data.

A **Policy Year** is the 12 month period directly preceding a Policy Anniversary.

Reinstate means to restore coverage after the policy has Lapsed, in accordance with the Reinstatement provision.

A **Rider** is an attachment to this policy that provides an additional benefit.

Written Request means a signed request in a form satisfactory to us that is received at our Administrative Office.

You and **your** means the owner of this policy. The owner as of the Date of Issue is identified in the Policy Data. Ownership may be transferred as provided in this policy. Following a transfer of ownership, **you** and **your** will refer to the new owner.

OWNERSHIP

Owner of the Policy - The owner may exercise all rights under this policy during the Insured's lifetime, including the right to transfer ownership subject to applicable law and regulation. If the owner dies during the Insured's lifetime, ownership of this policy will pass to the owner's estate if no contingent owner is named. You may change the owner by filing a Written Request with us. We will not be bound by any change of ownership until we record it in our records. Unless otherwise specified by you, the change will then take effect as of the date the change is signed by you, subject to any payments made or actions taken by us prior to our recording of the change.

Assignment of the Policy - You may assign this policy by filing a Written Request with us. We will not be bound by any assignment until we record it in our records. Unless otherwise specified by you, the assignment will then take effect as of the date the assignment is signed by you, subject to any payments made or actions taken by us prior to our recording of the assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any death benefit which becomes payable to an assignee will be payable in a single sum and will be subject to proof of the assignee's interest and the extent of the assignment.

THE BENEFICIARY

Who Receives the Death Benefit - When the death benefit is payable under this policy, we will pay it to the Beneficiary named by you in accordance with this policy. If no Beneficiary has been designated, or if the interest of all designated Beneficiaries has ended before we make payment of the death benefit, we will pay the death benefit to you. If you are not living at the time, we will pay the death benefit to the executor or administrator of your estate.

Unless you specify otherwise, the following will apply:

1. If any Beneficiary dies before the Insured, that Beneficiary's interest in the death benefit will end.
2. If any Beneficiary dies at the same time as the Insured, or within 30 days after the Insured, that Beneficiary's interest in the death benefit will end if no benefits have been paid to that Beneficiary.
3. If the Beneficiary is a partnership, we will pay the death benefit to the partnership as it existed when the Insured died.

How to Change a Beneficiary - You may name or change the Beneficiary while the Insured is living by sending us a Written Request. The change will not be effective until we record it in our records. Even if the Insured is not living when we record the change, the change will take effect as of the date it was signed. However, any benefits we pay before we record the change will not be subject to the change.

A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

PAYMENT OF THE DEATH BENEFIT

Proof of Death - We will pay any benefit payable because of death when we receive due proof that the Insured's death occurred while this policy was In Force. The proof must be sent to us at our Administrative Office. We will send appropriate forms to the Beneficiary upon request. Any of our agents will help the Beneficiary fill out the forms without charge.

Limited Death Benefit - If the Insured dies within the first two Policy Years, the death benefit will be limited to 30% of the Face Amount of the policy during the first Policy Year, or 60% of the Face Amount of the policy during the second Policy Year, minus the amount of any Loan Balance.

After the second Policy Anniversary, the amount of the death benefit will be equal to:

- (a) the Face Amount of this policy,
- plus (b) the amount payable under any attached rider, subject to its terms,
- plus (c) the amount of any portion of a paid premium which applies to a period beyond the Insured's date of death,

- minus (d) the amount of any portion of a premium due under the Grace Period provision,
- minus (e) the amount of any Loan Balance.

The amount of the death benefit may be affected by the Misstatement of Age or Sex in the Application provision of this policy.

Interest on Death Benefit - If we do not pay the death benefit within 30 days after we receive due proof of the Insured's death, we will pay interest on the death benefit from the date of the Insured's death to the date the payment is made. The interest rate will be equal to 8%.

PREMIUMS

Premium - To keep this policy In Force, each premium must be paid in advance. Premiums should be sent to our Administrative Office or as otherwise instructed by us. We will give you a receipt if you ask for one. The first premium is due on the Policy Date. Subsequent premiums are payable while the Insured is living and within the grace period. If a part of the premium ceases to be payable under the provisions of a rider, the premium will be reduced accordingly. The mode of premium payment may be changed on any Policy Anniversary to any other mode shown in the Policy Data.

The annual premium is shown in the Policy Data. If you pay your premiums more frequently than annually, the total amount you pay in a year may be higher than if you made one annual payment.

Grace Period - If premiums are not paid when they are due, this policy will Lapse. We will allow a period of 31 days after the premium due date for payment of each premium after the first premium. This means that if a premium is not paid on or before the date it is due, you may pay that premium during the 31 day period immediately following the due date. The Insured's life will continue to be insured during this 31 day period. During the grace period, we will not charge any interest on the premium due. You will have the entire grace period within which to remit payment. Any payments sent by U.S. mail must be postmarked within the grace period. If the Insured dies during the grace period before the premium is paid, we will deduct the portion of the premium required to provide insurance from the premium due date to the date of the Insured's death from the death benefits payable under this policy.

Reinstatement - If this policy Lapses, you may Reinstatement it as provided in this section unless it has been surrendered for its Net Cash Value. Any Reinstatement must be made during the lifetime of the Insured and within five years from the end of the grace period. Before we Reinstatement your policy, we will require:

1. Your Written Request to Reinstatement this policy,
2. The Insured's written consent to Reinstatement,
3. Evidence of insurability satisfactory to us,
4. Payment of all overdue premiums with interest from the due date of each premium. The interest rate is 6% per annum, compounded annually, and
5. Payment or reinstatement of any Loan Balance at the interest rates in effect during the period of Lapse.

The date of Reinstatement will be the Monthly Anniversary Date on or following the date the application for Reinstatement is approved by us, so long as the Insured is still living.

NONFORFEITURE PROVISIONS

Cash Value - The Cash Value while this policy is In Force on a premium paying basis is shown in the Table of Policy Values. Cash Values have been calculated on the assumption that there is no Loan Balance outstanding. Any Loan Balance is subtracted to find the Net Cash Value.

Lapse - If the premium is not paid when due or before the end of a grace period, the Net Cash Value as of the date of Lapse will be applied under one of the following options. The owner may elect an option, upon Written Request, within 60 days after the date to which premiums have been paid. If no election is made, the Reduced Paid Up Option will apply. The basic life benefit under the Reduced Paid Up Option will not include additional benefits provided under any rider attached to this policy, unless specifically provided in such rider.

Reduced Paid Up Option - Under this option, the Net Cash Value is used to buy a level amount of whole life insurance. No further premiums are due. The amount will be that which the Net Cash Value will buy when applied as a net single premium at the Insured's Age and class of risk as of the date of Lapse.

Surrender Option - This policy may be surrendered for its Net Cash Value if it is then on a premium paying basis or Reduced Paid Up Option, at any time upon Written Request. The surrender will take effect on the date the Written Request is signed by you. Upon surrender, all insurance provided by the policy and any riders, unless the riders provide otherwise, will terminate.

If this policy is surrendered within 60 days after a Policy Anniversary, the Cash Value on the surrender date will not be less than it was on that Policy Anniversary date. If it is surrendered more than 60 days after a Policy Anniversary, due allowance will be made for time elapsed and any fractional premium payment. We can defer any payment under this provision for up to six months from the date we receive your Written Request.

Basis of Computation of Policy Values - Nonforfeiture values for this policy are shown in the Table of Policy Values. The nonforfeiture values are shown for the Age at which this policy was issued and at the end of certain Policy Years, with the assumption that premiums are paid to the end of those years and that there is no Loan Balance outstanding. The value at any time during a Policy Year will be calculated on the same basis, with allowance for any premium paid for part of the Policy Year. Nonforfeiture values for any Policy Years not shown will be furnished upon Written Request.

Nonforfeiture values and net single premiums are calculated using the Nonforfeiture Interest Rate shown in the Table of Policy Values, assuming immediate payment of claims.

The nonforfeiture values of this policy are not less than the minimum values and benefits required by the laws of the state in which this policy is delivered. On each Policy Anniversary, the value of any paid up insurance is equal to the net single premium at the Age of the Insured using the Nonforfeiture Interest Rate shown in the Table of Policy Values. A detailed statement of the method of computing nonforfeiture values has been filed with the proper supervisory officials of the state where this policy is delivered.

POLICY LOANS

Policy Loan - You may obtain a Policy Loan by Written Request provided this policy is not then in the Extended Term Option. The maximum amount available for Policy Loans will be 90% of the Net Cash Value. This policy will be the only security for the Loan Balance. We can defer a Policy Loan for up to six months from the date we receive your Written Request, but not if it is being used to pay premiums to us under an Automatic Premium Loan. Any Loan Balance will be deducted from any amounts payable by us under this policy.

Loan Interest Rate - Interest on any loan is payable at rates declared by us from time to time. This rate may change from year to year, but it will not exceed 8% per year. You will be notified of the current rate at the time of a loan. No increase in rate shall apply until 30 days prior notice has been given.

Repayment of Loan Balance - All or part of any Loan Balance may be repaid at any time while this policy is In Force. Failure to repay the Loan Balance will not terminate this policy unless the Loan Balance exceeds the Cash Value. If this happens, we will send a notice of termination to the owner and any assignee of which we have a record. We will mail this notice at least 30 days before terminating the policy.

Automatic Premium Loan - If this feature is in effect, any unpaid premium for this policy and attached riders, if any, which falls due one year or more from the Policy Date will be paid at the end of a grace period by an automatic loan. An automatic loan will not be granted if the premium due exceeds the Net Cash Value.

Automatic loans will be subject to all of this policy's provisions regarding Policy Loans. The loan will bear interest from the premium due date.

This feature will not take effect unless selected in the application or elected by Written Request. If active, this feature can be cancelled by Written Request.

GENERAL PROVISIONS

This Policy is Our Contract with You - This policy is issued in consideration of the application and the payment of premiums as provided in this policy.

This policy, any amendment(s) or endorsement(s), and a copy of the application(s) and any questionnaires for issuance or Reinstatement of the policy attached to it contain the entire contract between you and us. Any statements made in such application(s), questionnaires or any amendments thereto either by you or by the Insured will, in the absence of fraud (when such defense is permitted by the applicable law in the state where the policy will be delivered or issued for delivery) be considered representations and not warranties. Also, any written statement made either by you or by the Insured will not be used to void this policy nor defend against a claim under this policy unless the statement is contained in the application(s), questionnaires or any amendments thereto.

Any extra benefit rider attached to this policy will become a part of this policy and will be subject to all of the terms and conditions of this policy unless we state otherwise in the rider.

Incontestability - We cannot contest this policy, except for fraud (when such a defense is permitted by the applicable law in the state where the policy will be delivered or issued for delivery) or non-payment of premium, after it has been In Force during the lifetime of the Insured for two years after the later of:

1. The Date of Issue; and
2. The effective date of Reinstatement of this policy.

If this policy is Reinstated, a new two year contestability period (in addition to any remaining contestability period) will apply from the date of Reinstatement and will apply only to statements made in the application for Reinstatement.

The Insured, the owner and the Beneficiary are obligated to cooperate in any contestability investigation that we may conduct, including supplying us with necessary authorizations for medical and other information.

Amount Payable Is Limited in the Event of Suicide - If the Insured, whether sane or insane, dies by suicide within two years from the Date of Issue, our liability will be limited to an amount equal to the premiums paid for this policy.

Misstatement of Age or Sex in the Application - If there is a misstatement of the Insured's date of birth or sex in the application, we will adjust the death benefit to that which the premiums paid would have purchased at the correct Age or sex.

Extra Benefit Riders - The extra benefit riders, if any, are listed in the Policy Data.

Who Can Make Changes in the Policy - No change or waiver of any of the provisions of this policy will be valid unless it is made in writing by us. Any change or waiver must be signed by our President or a Vice President together with our Secretary. No agent or other person has the authority to change or waive any provision of this policy.

Termination of Insurance - This policy will terminate and all coverage on the Insured's life will end on the earliest of the following dates or events:

1. The date this policy Lapses; or
2. The date this policy is surrendered for its Net Cash Value by Written Request; or
3. The date of the Insured's death; or
4. The date the Loan Balance exceeds the Cash Value; or
5. The maturity date shown in the Policy Data. On the maturity date, we will pay the Net Cash Value to the owner.

Our acceptance of a premium for any period after the date of termination of this policy shall create no liability by us with respect to this policy, nor will it constitute a waiver of the termination. Any premium paid for this policy following its termination will be refunded.

No Dividends are Payable - This is non-participating insurance. It does not participate in our profits or surplus.

Your Rights - During the Insured's lifetime and unless otherwise provided in this policy, you have the exclusive right to assign this policy and to exercise every right, privilege and option this policy grants or that we allow. Some of your rights are:

- To change the owner or Beneficiary.
- To change the frequency of premium payments.
- To Reinstate the policy after Lapse in accordance with the Reinstatement provision.

To exercise any of these rights, or to apply for the death benefits or any benefits under this policy, communicate with our nearest representative or directly with our Administrative Office. Please notify us promptly of any change of address.

SETTLEMENT PROVISIONS

Lump Sum Payment - When the death benefit is payable, we will pay it in a lump sum, unless a settlement option is elected. We may discharge our obligation to make payment in a lump sum by providing you with drafts by which you may draw at any time all or any portion of the remaining benefit. If we do so, we will pay interest from time to time on any amount remaining unpaid. Such interest will be at a rate declared by us from time to time, and may differ from the rate we pay under the settlement options below. There is no minimum interest rate.

Settlement Options - During the Insured's lifetime, you may request that we pay the death benefit under one of the following settlement options. We will also use any other method of payment that is agreeable to you and us. After the Insured's death, a Beneficiary may elect to receive such Beneficiary's share of the death benefit under a settlement option. However, you may provide that the Beneficiary will not be permitted to change the settlement option you have selected. If a settlement option is requested, we will prepare an agreement to be signed which will state the terms and conditions under which the payments will be made. This agreement will include a statement regarding the withdrawal value, if any, and to whom any remaining proceeds will be paid following the death of the person receiving the payments.

Annuity - We will use the benefit as a single premium to buy an annuity. The annuity may be payable to one or two payees. It may be payable for life, or for a period certain, with or without a guaranteed period, as agreed to by the payee and us. The annuity payment will not be less than what our newly issued immediate annuity contracts with the same features are then paying.

Benefit Deposited with Interest - We will hold the benefit on deposit with us and it will earn interest from the date of death. Such interest will be at a rate declared by us from time to time, but not less than an annual interest rate of 1%, and may differ from the rate we pay under other options or as a Lump Sum Payment. We will pay the earned interest monthly, quarterly, semi-annually or annually, as requested. The payee may withdraw part or all of the benefit and earned interest at any time, but unlike for Lump Sum Payment, no drafts will be provided.

Conditions - Death benefits of less than \$10,000 will be paid in a lump sum and may not be applied under any settlement option. We may change the payment frequency if payments under an option become less than \$100.

A corporation may receive payments under a life income option only if the payments are based on the life of the surviving spouse or a dependent of the Insured.

Payments Exempt from the Claims of Creditors - To the extent permitted by law:

1. No payment of death benefit or interest we make will be subject to the claims of any creditor; and
2. If you provide that the option selected cannot be changed after the Insured's death, the payments will not be subject to the debts or contracts of the person receiving the payments.



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

**Whole Life Insurance with
Death Benefit Payable at Death While the Policy is In Force
Premiums Payable for a Stated Period Shown in the Policy Data
Non-Participating - No Dividends
Limited Death Benefit During First Two Policy Years**

Please examine your policy and the attached copy of the application carefully. Contact your agent if you desire additional services or information.

If you change your address, please notify us at our Administrative Office giving your full name and policy number.

Your policy is a valuable asset. For your own protection, let us advise you regarding any suggestion to terminate or replace this policy.



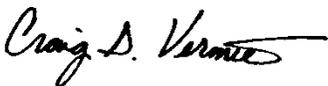
Stonebridge Life Insurance Company
 Home Office: Rutland, Vermont
 Administrative Office:
 [4333 Edgewood Rd NE
 Cedar Rapids, IA 52499
 (800) 238-4302]

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

INSURED	[JOHN DOE]	POLICY NUMBER	[110 01 SAMPLE]
FACE AMOUNT	[\$10,000.00]	POLICY DATE	[APRIL 01, 2010]
OWNER	[JOHN DOE]		

We will pay the death benefit to the Beneficiary if the Insured dies while this policy is In Force. All payments are subject to the provisions of this policy.

Signed for the Company at [Cedar Rapids, Iowa], on the Date of Issue.

[]

[SECRETARY]

[]

[PRESIDENT]

10 DAY RIGHT TO CANCEL - You may cancel this policy by delivering or mailing a Written Request to us or the agent from whom it was purchased. You must return the policy to us or the agent before midnight of the 10th day after you receive it. Your Written Request given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage paid. We must return all payments made for this policy within 30 days after we receive notice of cancellation and the returned policy.

If you are terminating or borrowing from another life insurance policy owned by you in connection with your purchase of this policy, then this policy may be considered a replacement policy. If this policy is a replacement policy, your right to cancel is extended to midnight of the 30th day after the day you receive it.

This policy is a legal contract between the owner and the Company.

READ YOUR POLICY CAREFULLY

**Whole Life Insurance with
 Death Benefit Payable at Death While the Policy is In Force
 Premiums Payable for a Stated Period Shown in the Policy Data
 Non-Participating - No Dividends
 Limited Death Benefit During First Two Policy Years**

GUIDE TO POLICY PROVISIONS

	Page
Amount of Death Benefit.....	5-6
Assignment of the Policy.....	5
Change of Beneficiary.....	5
Definitions.....	4
Dividends (No Dividends are Payable).....	9
Extra Benefit Riders.....	9
Grace Period for Paying Premiums.....	6
Incontestability.....	8
Loan Interest Rate.....	7
Loans.....	7-8
Misstatement of Age or Sex.....	8
Nonforfeiture Provisions.....	7
Ownership and Beneficiary Provisions.....	5
Payment of the Death Benefit.....	5-6
Policy Contract.....	8
Policy Data.....	3-3A
Policy Date.....	3
Premiums.....	6
Proof of Death.....	5
Reinstatement.....	6
Schedule of Premiums.....	3
Settlement Provisions.....	9-10
Suicide.....	8
Surrender Option.....	7
Table of Policy Values.....	3A
Termination of Insurance.....	9
Your Rights.....	9

POLICY DATA

POLICY NUMBER: [110 01 SAMPLE] **DATE OF ISSUE:** [APRIL 01, 2010]
POLICY DATE: [APRIL 01, 2010] **MATURITY DATE:** [MARCH 31, 2096]
FACE AMOUNT: \$[10,000.00] **ISSUE AGE/SEX:** [35/MALE]
INSURED: [JOHN DOE]
OWNER: [JOHN DOE]

TYPE OF COVERAGE	FACE AMOUNT	PREMIUMS PAYABLE	* ANNUAL PREMIUM
BASIC POLICY **LIMITED DEATH BENEFIT DURING FIRST TWO POLICY YEARS	\$[10,000.00]	[64] YEARS	\$[447.50]

***Total Annual Premium on Policy Date** \$[447.50]

*THE "ANNUAL PREMIUM" AND "TOTAL ANNUAL PREMIUM ON POLICY DATE" LISTED ON THIS PAGE ARE THE AMOUNT YOU WILL PAY PER YEAR ONLY IF YOU CHOOSE THE ANNUAL PREMIUM PAYMENT MODE. THE AMOUNT YOU PAY PER YEAR MAY BE HIGHER IF YOU PAY PURSUANT TO ANY OTHER PAYMENT MODE.

**IF THE INSURED DIES WITHIN THE FIRST TWO POLICY YEARS, THE DEATH BENEFIT WILL BE LIMITED TO 30% OF THE FACE AMOUNT OF THE POLICY DURING THE FIRST POLICY YEAR, OR 60% OF THE AMOUNT OF THE POLICY DURING THE SECOND POLICY YEAR, MINUS THE AMOUNT OF ANY LOAN BALANCE.

Initial Premium Payment Amount and Mode.....[\$447.50] [ANNUALLY] [DIRECT BILL]
Total Payments Per Year.....[\$447.50]

SCHEDULE OF PREMIUMS

	Annually	Semi-Annually	Quarterly	Monthly
Premium Due Per Payment	\$[447.50]	\$[227.81]	\$[115.93]	\$[37.97]
Total Payments Per Year	\$[447.50]	\$[455.62]	\$[463.72]	\$[455.64]

The Schedule of Premiums above is for direct billing only. A Schedule of Premiums for other payment modes will be provided on request.

TABLE OF POLICY VALUES

IF ALL THE PREMIUMS DUE HAVE BEEN PAID TO THE POLICY ANNIVERSARY AND THERE IS NO LOAN BALANCE OUTSTANDING, THE POLICY VALUES WILL BE:

POLICY NUMBER: [110 01 SAMPLE]
NONFORFEITURE INTEREST RATE: [5.00%]

<u>END OF POLICY YEAR</u>	<u>AGE OF INSURED</u>	<u>CASH VALUE</u>	<u>REDUCED PAID UP INSURANCE</u>
[1	36	\$ 0.00	\$ 0.00]
[2	37	0.00	0.00]
[3	38	86.10	493.00]
[4	39	175.60	964.00]
[5	40	268.70	1414.00]
[6	41	365.30	1844.00]
[7	42	465.50	2254.00]
[8	43	569.10	2645.00]
[9	44	676.10	3017.00]
[10	45	786.30	3370.00]
[11	46	899.90	3705.00]
[12	47	1017.10	4026.00]
[13	48	1138.60	4332.00]
[14	49	1265.00	4627.00]
[15	50	1396.20	4910.00]
[16	51	1532.20	5181.00]
[17	52	1672.50	5439.00]
[18	53	1816.70	5685.00]
[19	54	1964.60	5919.00]
[20	55	2155.60	6140.00]
	[@55	2155.60	6140.00]
	[@60	2920.70	7091.00]
	[@65	3795.60	7825.00]

DEFINITIONS

In this policy:

Age means a person's age in years on his or her last birthday, unless otherwise specified. For purposes of this policy, the Insured's Age changes on each Policy Anniversary.

The **Beneficiary** is the person(s) designated to receive the death benefit on the death of the Insured. The Beneficiary named on the application may be changed as provided in this policy.

The **Date of Issue** is the date this policy is prepared in our office. The Date of Issue is shown in the Policy Data. The Date of Issue may or may not be the same as the Policy Date.

The **Face Amount** is the amount upon which the death benefit is determined. The Face Amount is shown in the Policy Data.

In Force means insurance coverage is in effect and has not terminated.

The **Insured** is the person whose life is insured under this policy. The Insured is identified in the Policy Data.

Lapse means termination of the policy at the end of the grace period due to non-payment of premiums. If this policy Lapses, the Insured's life will no longer be insured under the terms of this policy except as set forth in the Nonforfeiture Provisions.

Loan Balance means the sum of any unpaid policy loans and accrued loan interest. We will deduct any Loan Balance from any amounts payable by us under this policy.

The **Monthly Anniversary Date** is the day of each month coinciding with the Policy Date. If there is no day in a calendar month that coincides with the Policy Date, the Monthly Anniversary Date for that month will be the first day of the following month.

A **Policy Anniversary** is the same day and month as the Policy Date for each year this policy remains In Force.

The **Policy Date** is the date coverage is effective under this policy. We will use the Policy Date to determine the premium due dates, Monthly Anniversary Dates, Policy Anniversaries and Policy Years. The Policy Date is shown in the Policy Data.

A **Policy Year** is the 12 month period directly preceding a Policy Anniversary.

Reinstate means to restore coverage after the policy has Lapsed, in accordance with the Reinstatement provision.

A **Rider** is an attachment to this policy that provides an additional benefit.

Written Request means a signed request in a form satisfactory to us that is received at our Administrative Office.

You and **your** means the owner of this policy. The owner as of the Date of Issue is identified in the Policy Data. Ownership may be transferred as provided in this policy. Following a transfer of ownership, **you** and **your** will refer to the new owner.

OWNERSHIP

Owner of the Policy - The owner may exercise all rights under this policy during the Insured's lifetime, including the right to transfer ownership subject to applicable law and regulation. If the owner dies during the Insured's lifetime, ownership of this policy will pass to the owner's estate if no contingent owner is named. You may change the owner by filing a Written Request with us. We will not be bound by any change of ownership until we record it in our records. Unless otherwise specified by you, the change will then take effect as of the date the change is signed by you, subject to any payments made or actions taken by us prior to our recording of the change.

Assignment of the Policy - You may assign this policy by filing a Written Request with us. We will not be bound by any assignment until we record it in our records. Unless otherwise specified by you, the assignment will then take effect as of the date the assignment is signed by you, subject to any payments made or actions taken by us prior to our recording of the assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any death benefit which becomes payable to an assignee will be payable in a single sum and will be subject to proof of the assignee's interest and the extent of the assignment.

THE BENEFICIARY

Who Receives the Death Benefit - When the death benefit is payable under this policy, we will pay it to the Beneficiary named by you in accordance with this policy. If no Beneficiary has been designated, or if the interest of all designated Beneficiaries has ended before we make payment of the death benefit, we will pay the death benefit to you. If you are not living at the time, we will pay the death benefit to the executor or administrator of your estate.

Unless you specify otherwise, the following will apply:

1. If any Beneficiary dies before the Insured, that Beneficiary's interest in the death benefit will end.
2. If any Beneficiary dies at the same time as the Insured, or within 30 days after the Insured, that Beneficiary's interest in the death benefit will end if no benefits have been paid to that Beneficiary.
3. If the Beneficiary is a partnership, we will pay the death benefit to the partnership as it existed when the Insured died.

How to Change a Beneficiary - You may name or change the Beneficiary while the Insured is living by sending us a Written Request. The change will not be effective until we record it in our records. Even if the Insured is not living when we record the change, the change will take effect as of the date it was signed. However, any benefits we pay before we record the change will not be subject to the change.

A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

PAYMENT OF THE DEATH BENEFIT

Proof of Death - We will pay any benefit payable because of death when we receive due proof that the Insured's death occurred while this policy was In Force. The proof must be sent to us at our Administrative Office. We will send appropriate forms to the Beneficiary upon request. Any of our agents will help the Beneficiary fill out the forms without charge.

Limited Death Benefit - If the Insured dies within the first two Policy Years, the death benefit will be limited to 30% of the Face Amount of the policy during the first Policy Year, or 60% of the Face Amount of the policy during the second Policy Year, minus the amount of any Loan Balance.

After the second Policy Anniversary, the amount of the death benefit will be equal to:

- (a) the Face Amount of this policy,
- plus (b) the amount payable under any attached rider, subject to its terms,
- plus (c) the amount of any portion of a paid premium which applies to a period beyond the Insured's date of death,

- minus (d) the amount of any portion of a premium due under the Grace Period provision,
- minus (e) the amount of any Loan Balance.

The amount of the death benefit may be affected by the Misstatement of Age or Sex in the Application provision of this policy.

Interest on Death Benefit - If we do not pay the death benefit within 30 days after we receive due proof of the Insured's death, we will pay interest on the death benefit from the date of the Insured's death to the date the payment is made. The interest rate will be equal to 8%.

PREMIUMS

Premium - To keep this policy In Force, each premium must be paid in advance. Premiums should be sent to our Administrative Office or as otherwise instructed by us. We will give you a receipt if you ask for one. The first premium is due on the Policy Date. Subsequent premiums are payable while the Insured is living and within the grace period. If a part of the premium ceases to be payable under the provisions of a rider, the premium will be reduced accordingly. The mode of premium payment may be changed on any Policy Anniversary to any other mode shown in the Policy Data.

The annual premium is shown in the Policy Data. If you pay your premiums more frequently than annually, the total amount you pay in a year may be higher than if you made one annual payment.

Grace Period - If premiums are not paid when they are due, this policy will Lapse. We will allow a period of 31 days after the premium due date for payment of each premium after the first premium. This means that if a premium is not paid on or before the date it is due, you may pay that premium during the 31 day period immediately following the due date. The Insured's life will continue to be insured during this 31 day period. During the grace period, we will not charge any interest on the premium due. You will have the entire grace period within which to remit payment. Any payments sent by U.S. mail must be postmarked within the grace period. If the Insured dies during the grace period before the premium is paid, we will deduct the portion of the premium required to provide insurance from the premium due date to the date of the Insured's death from the death benefits payable under this policy.

Reinstatement - If this policy Lapses, you may Reinstatement it as provided in this section unless it has been surrendered for its Net Cash Value. Any Reinstatement must be made during the lifetime of the Insured and within five years from the end of the grace period. Before we Reinstatement your policy, we will require:

1. Your Written Request to Reinstatement this policy,
2. The Insured's written consent to Reinstatement,
3. Evidence of insurability satisfactory to us,
4. Payment of all overdue premiums with interest from the due date of each premium. The interest rate is 6% per annum, compounded annually, and
5. Payment or reinstatement of any Loan Balance at the interest rates in effect during the period of Lapse.

The date of Reinstatement will be the Monthly Anniversary Date on or following the date the application for Reinstatement is approved by us, so long as the Insured is still living.

NONFORFEITURE PROVISIONS

Cash Value - The Cash Value while this policy is In Force on a premium paying basis is shown in the Table of Policy Values. Cash Values have been calculated on the assumption that there is no Loan Balance outstanding. Any Loan Balance is subtracted to find the Net Cash Value.

Lapse - If the premium is not paid when due or before the end of a grace period, the Net Cash Value as of the date of Lapse will be applied under one of the following options. The owner may elect an option, upon Written Request, within 60 days after the date to which premiums have been paid. If no election is made, the Reduced Paid Up Option will apply. The basic life benefit under the Reduced Paid Up Option will not include additional benefits provided under any rider attached to this policy, unless specifically provided in such rider.

Reduced Paid Up Option - Under this option, the Net Cash Value is used to buy a level amount of whole life insurance. No further premiums are due. The amount will be that which the Net Cash Value will buy when applied as a net single premium at the Insured's Age and class of risk as of the date of Lapse.

Surrender Option - This policy may be surrendered for its Net Cash Value if it is then on a premium paying basis or Reduced Paid Up Option, at any time upon Written Request. The surrender will take effect on the date the Written Request is signed by you. Upon surrender, all insurance provided by the policy and any riders, unless the riders provide otherwise, will terminate.

If this policy is surrendered within 60 days after a Policy Anniversary, the Cash Value on the surrender date will not be less than it was on that Policy Anniversary date. If it is surrendered more than 60 days after a Policy Anniversary, due allowance will be made for time elapsed and any fractional premium payment. We can defer any payment under this provision for up to six months from the date we receive your Written Request.

Basis of Computation of Policy Values - Nonforfeiture values for this policy are shown in the Table of Policy Values. The nonforfeiture values are shown for the Age at which this policy was issued and at the end of certain Policy Years, with the assumption that premiums are paid to the end of those years and that there is no Loan Balance outstanding. The value at any time during a Policy Year will be calculated on the same basis, with allowance for any premium paid for part of the Policy Year. Nonforfeiture values for any Policy Years not shown will be furnished upon Written Request.

Nonforfeiture values and net single premiums are calculated using the Nonforfeiture Interest Rate shown in the Table of Policy Values, assuming immediate payment of claims.

The nonforfeiture values of this policy are not less than the minimum values and benefits required by the laws of the state in which this policy is delivered. On each Policy Anniversary, the value of any paid up insurance is equal to the net single premium at the Age of the Insured using the Nonforfeiture Interest Rate shown in the Table of Policy Values. A detailed statement of the method of computing nonforfeiture values has been filed with the proper supervisory officials of the state where this policy is delivered.

POLICY LOANS

Policy Loan - You may obtain a Policy Loan by Written Request provided this policy is not then in the Extended Term Option. The maximum amount available for Policy Loans will be 90% of the Net Cash Value. This policy will be the only security for the Loan Balance. We can defer a Policy Loan for up to six months from the date we receive your Written Request, but not if it is being used to pay premiums to us under an Automatic Premium Loan. Any Loan Balance will be deducted from any amounts payable by us under this policy.

Loan Interest Rate - Interest on any loan is payable at rates declared by us from time to time. This rate may change from year to year, but it will not exceed 8% per year. You will be notified of the current rate at the time of a loan. No increase in rate shall apply until 30 days prior notice has been given.

Repayment of Loan Balance - All or part of any Loan Balance may be repaid at any time while this policy is In Force. Failure to repay the Loan Balance will not terminate this policy unless the Loan Balance exceeds the Cash Value. If this happens, we will send a notice of termination to the owner and any assignee of which we have a record. We will mail this notice at least 30 days before terminating the policy.

Automatic Premium Loan - If this feature is in effect, any unpaid premium for this policy and attached riders, if any, which falls due one year or more from the Policy Date will be paid at the end of a grace period by an automatic loan. An automatic loan will not be granted if the premium due exceeds the Net Cash Value.

Automatic loans will be subject to all of this policy's provisions regarding Policy Loans. The loan will bear interest from the premium due date.

This feature will not take effect unless selected in the application or elected by Written Request. If active, this feature can be cancelled by Written Request.

GENERAL PROVISIONS

This Policy is Our Contract with You - This policy is issued in consideration of the application and the payment of premiums as provided in this policy.

This policy, any amendment(s) or endorsement(s), and a copy of the application(s) and any questionnaires for issuance or Reinstatement of the policy attached to it contain the entire contract between you and us. Any statements made in such application(s), questionnaires or any amendments thereto either by you or by the Insured will, in the absence of fraud (when such defense is permitted by the applicable law in the state where the policy will be delivered or issued for delivery) be considered representations and not warranties. Also, any written statement made either by you or by the Insured will not be used to void this policy nor defend against a claim under this policy unless the statement is contained in the application(s), questionnaires or any amendments thereto.

Any extra benefit rider attached to this policy will become a part of this policy and will be subject to all of the terms and conditions of this policy unless we state otherwise in the rider.

Incontestability - We cannot contest this policy, except for fraud (when such a defense is permitted by the applicable law in the state where the policy will be delivered or issued for delivery) or non-payment of premium, after it has been In Force during the lifetime of the Insured for two years after the later of:

1. The Date of Issue; and
2. The effective date of Reinstatement of this policy.

If this policy is Reinstated, a new two year contestability period (in addition to any remaining contestability period) will apply from the date of Reinstatement and will apply only to statements made in the application for Reinstatement.

The Insured, the owner and the Beneficiary are obligated to cooperate in any contestability investigation that we may conduct, including supplying us with necessary authorizations for medical and other information.

Amount Payable Is Limited in the Event of Suicide - If the Insured, whether sane or insane, dies by suicide within two years from the Date of Issue, our liability will be limited to an amount equal to the premiums paid for this policy.

Misstatement of Age or Sex in the Application - If there is a misstatement of the Insured's date of birth or sex in the application, we will adjust the death benefit to that which the premiums paid would have purchased at the correct Age or sex.

Extra Benefit Riders - The extra benefit riders, if any, are listed in the Policy Data.

Who Can Make Changes in the Policy - No change or waiver of any of the provisions of this policy will be valid unless it is made in writing by us. Any change or waiver must be signed by our President or a Vice President together with our Secretary. No agent or other person has the authority to change or waive any provision of this policy.

Termination of Insurance - This policy will terminate and all coverage on the Insured's life will end on the earliest of the following dates or events:

1. The date this policy Lapses; or
2. The date this policy is surrendered for its Net Cash Value by Written Request; or
3. The date of the Insured's death; or
4. The date the Loan Balance exceeds the Cash Value; or
5. The maturity date shown in the Policy Data. On the maturity date, we will pay the Net Cash Value to the owner.

Our acceptance of a premium for any period after the date of termination of this policy shall create no liability by us with respect to this policy, nor will it constitute a waiver of the termination. Any premium paid for this policy following its termination will be refunded.

No Dividends are Payable - This is non-participating insurance. It does not participate in our profits or surplus.

Your Rights - During the Insured's lifetime and unless otherwise provided in this policy, you have the exclusive right to assign this policy and to exercise every right, privilege and option this policy grants or that we allow. Some of your rights are:

- To change the owner or Beneficiary.
- To change the frequency of premium payments.
- To Reinstate the policy after Lapse in accordance with the Reinstatement provision.

To exercise any of these rights, or to apply for the death benefits or any benefits under this policy, communicate with our nearest representative or directly with our Administrative Office. Please notify us promptly of any change of address.

SETTLEMENT PROVISIONS

Lump Sum Payment - When the death benefit is payable, we will pay it in a lump sum, unless a settlement option is elected. We may discharge our obligation to make payment in a lump sum by providing you with drafts by which you may draw at any time all or any portion of the remaining benefit. If we do so, we will pay interest from time to time on any amount remaining unpaid. Such interest will be at a rate declared by us from time to time, and may differ from the rate we pay under the settlement options below. There is no minimum interest rate.

Settlement Options - During the Insured's lifetime, you may request that we pay the death benefit under one of the following settlement options. We will also use any other method of payment that is agreeable to you and us. After the Insured's death, a Beneficiary may elect to receive such Beneficiary's share of the death benefit under a settlement option. However, you may provide that the Beneficiary will not be permitted to change the settlement option you have selected. If a settlement option is requested, we will prepare an agreement to be signed which will state the terms and conditions under which the payments will be made. This agreement will include a statement regarding the withdrawal value, if any, and to whom any remaining proceeds will be paid following the death of the person receiving the payments.

Annuity - We will use the benefit as a single premium to buy an annuity. The annuity may be payable to one or two payees. It may be payable for life, or for a period certain, with or without a guaranteed period, as agreed to by the payee and us. The annuity payment will not be less than what our newly issued immediate annuity contracts with the same features are then paying.

Benefit Deposited with Interest - We will hold the benefit on deposit with us and it will earn interest from the date of death. Such interest will be at a rate declared by us from time to time, but not less than an annual interest rate of 1%, and may differ from the rate we pay under other options or as a Lump Sum Payment. We will pay the earned interest monthly, quarterly, semi-annually or annually, as requested. The payee may withdraw part or all of the benefit and earned interest at any time, but unlike for Lump Sum Payment, no drafts will be provided.

Conditions - Death benefits of less than \$10,000 will be paid in a lump sum and may not be applied under any settlement option. We may change the payment frequency if payments under an option become less than \$100.

A corporation may receive payments under a life income option only if the payments are based on the life of the surviving spouse or a dependent of the Insured.

Payments Exempt from the Claims of Creditors - To the extent permitted by law:

1. No payment of death benefit or interest we make will be subject to the claims of any creditor; and
2. If you provide that the option selected cannot be changed after the Insured's death, the payments will not be subject to the debts or contracts of the person receiving the payments.



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

**Whole Life Insurance with
Death Benefit Payable at Death While the Policy is In Force
Premiums Payable for a Stated Period Shown in the Policy Data
Non-Participating - No Dividends
Limited Death Benefit During First Two Policy Years**

Please examine your policy and the attached copy of the application carefully. Contact your agent if you desire additional services or information.

If you change your address, please notify us at our Administrative Office giving your full name and policy number.

Your policy is a valuable asset. For your own protection, let us advise you regarding any suggestion to terminate or replace this policy.

ACCIDENTAL DEATH BENEFIT 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.

We will pay the Accidental Death Benefit Rider Face Amount to the Beneficiary when we receive satisfactory proof that the Insured has died and that the death was an Accidental Death as defined in this rider. The Accidental Death Benefit Rider Face Amount is shown in the Policy Data. All payments are subject to the provisions of the policy and this rider.

Definitions - In this rider:

Accidental Bodily Injury means an injury that is the direct cause, independently of sickness or disease, of the Insured's Accidental Death.

Accidental Death means loss of life that, independently of sickness or disease, results solely from an Accidental Bodily Injury. The death must occur prior to termination of this rider and within 90 days of the Accidental Bodily Injury.

Insured means the Insured under the policy to which this rider is attached.

Termination - This rider will terminate:

1. On the Policy Anniversary on or following the Insured's 98th birthday.
2. At the death of the Insured.
3. On the date the owner requests termination of this rider.
4. If the policy Lapses.
5. If the policy is surrendered or continued under any nonforfeiture option.
6. If the policy matures or terminates.
7. If the policy is converted to another policy.

Any premium paid for any period after the date of termination of this rider shall create no liability for us, nor will it constitute a waiver of the termination. Any such premium paid will be refunded.

Risks Not Covered - We will not pay the Accidental Death Benefit Rider Face Amount if the Insured's Accidental Bodily Injury or death is caused by or contributed to by, or results directly or indirectly, wholly or in part, from:

1. Suicide or intentionally self-inflicted injury while sane or insane.
2. Sickness, disease, or physical or mental infirmity, pregnancy or any other kind of illness, or any medical or surgical care, diagnosis, or treatment for such condition.
3. Being engaged in, aiding or abetting, or attempting to engage in, an illegal activity, act or occupation.
4. The voluntary use of alcohol or any drug, whether legal or illegal, unless administered in accordance with a physician's advice and written instruction.

5. Poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless administered in accordance with a physician's advice and written instruction.
6. An accident that occurs while the Insured was driving a motor vehicle while he or she had alcohol or any intoxicant, narcotic, sedative or other drug physically present in his or her body, unless administered in accordance with a physician's advice and written instruction.
7. Travel in or descent from any vehicle, aircraft or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) on a regularly scheduled passenger trip.
8. Service in the military, military reserves, or any unit attached thereto.
9. Participation in any of the following activities: Motor vehicle or boat racing, hang gliding, sky diving, mountain or rock climbing or any related hazardous activities.
10. War, whether declared or undeclared, or armed conflict.

Notice of Claim - Notice of claim must be given to us at our Administrative Office. Such notice should be made within 30 days after any loss covered by the rider unless it is not reasonably possible to give notice within that time period.

Proof of Loss - Written proof of loss must be given to us at our Administrative Office. Proof must be sent within 90 days after the date of such loss.

If it was not reasonably possible to give notice and/or written proof in the time required, we shall not reduce or deny the claim for this reason if the notice and/or proof are filed as soon as reasonably possible. In any event, the notice and proof required must be given no later than one year after the date of such loss unless the claimant was legally incapacitated.

Claim Forms - When we receive the notice of claim, we will send the forms for filing written proof of loss. If these forms are not sent to the claimant within 10 working days, the proof of loss requirements will be met by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

Time of Payment of Claims - After receiving written proof of loss and following any claim review, subject to the terms of this rider, we will immediately pay all benefits then due under this rider.

Autopsy - We have the right to have an autopsy performed at our expense, unless prohibited by law.

Consideration - This rider is issued in consideration of the application and the payment of premiums as provided in the policy. A copy of the application is attached to the policy.

Incontestability - The provisions of the policy relating to incontestability apply to this rider. However, if this rider is added after the Date of Issue of the policy, the contestable period will be measured from the Effective Date of this rider.

No Dividends are Payable - This rider does not participate in our profits or surplus.

Nonforfeiture Values - This rider has no Cash Value or loan value.

Effective Date - This rider becomes effective on the Policy Date unless we inform you in writing of a different date.

Signed for the Company at [Cedar Rapids, Iowa].

[]

[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)

ACCELERATED DEATH BENEFIT RIDER DISCLOSURE

Receipt of the Accelerated Death Benefit may adversely affect the recipient’s eligibility for Medicaid or other government benefits or entitlements. In addition, receipt of the Accelerated Death Benefit may be taxable and assistance should be sought from a personal tax advisor.

Description of Benefit: Upon receipt of proof acceptable to us of the Insured’s Qualifying Event, the Owner may choose to receive the Accelerated Death Benefit while the Insured is alive and the Rider is In Force.

Qualifying Event: An event defined in the Rider, which allows for payment of the Accelerated Death Benefit.

Accelerated Death Benefit Amount: The Accelerated Death Benefit shall be equal to:

1. the Policy Death Benefit that would be In Force at the end of the 12 month period following the Acceleration Date, before deduction of any outstanding Loan Balance; less
2. a discount on the Accelerated Death Benefit calculated for the 12 month period using the current interest rate; less
3. any outstanding policy loans, including accrued interest until the end of the 12 months following the Acceleration Date; less
4. any premiums which would be required to keep the Policy In Force for the 12 month period following the Acceleration Date for the Policy Amount of Insurance reduced by appropriate discount using the current interest rate.

Termination of Coverage: The Accelerated Death Benefit Rider will automatically terminate when the Policy to which it is attached terminates or lapses or matures or is continued under one of the nonforfeiture options; or when the Accelerated Death Benefit is paid; whichever occurs first.

Impact on the Policy’s Death Benefit: The Policy to which the Rider is attached will terminate on the date the Accelerated Death Benefit is paid.

By signing below, you agree that you have read and received a copy of this summary and disclosure statement at the time of application.

Date

Owner’s (Applicant’s) Signature

Date

Agent’s Signature

ACCELERATED DEATH BENEFIT RIDER

AN ACCELERATED DEATH BENEFIT MAY BE TAXABLE AND MAY TRIGGER OTHER TAXABLE EVENTS UNDER THE POLICY. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT A PERSONAL TAX ADVISOR BEFORE EXERCISING BENEFITS UNDER THIS RIDER.

THIS RIDER PROVIDES AN ACCELERATED DEATH BENEFIT THAT IS PAID INSTEAD OF THE CASH VALUE OR DEATH BENEFIT IN YOUR POLICY. PLEASE READ THIS RIDER CAREFULLY.

This Rider is part of the Policy to which it is attached. It is issued in consideration of the application and the continued payment of any required premium under the Policy. This Rider is subject to the provisions stated below. It is also subject to all conditions and provisions of your Policy not inconsistent with this Rider.

DEFINITIONS.

Acceleration Date- The "Acceleration Date" is the date that we make payment of the Accelerated Death Benefit.

Eligible Institution- An "Eligible Institution" is a licensed hospice care program which provides a coordinated, interdisciplinary program of hospice care services for meeting the special physical, psychological, spiritual and social needs of dying individuals and their families, by providing palliative and supportive medical, nursing, and other health services through a home-based care program or an inpatient hospice facility during the illness and bereavement.

Eligible Nursing Home- An "Eligible Nursing Home" is an institution or special nursing unit of a hospital which meets at least one of the following requirements:

- (1) It is Medicare approved as a provider of skilled nursing care services; or
- (2) It meets all of the requirements listed below:
 - a. It is licensed as a nursing home by the state in which it is located;
 - b. Its main function is to provide skilled, intermediate or custodial nursing care;
 - c. It is engaged in providing continuous room and board accommodations to three or more persons;
 - d. It is under the supervision of a registered nurse (RN) or licensed practical nurse (LPN);
 - e. It maintains a daily medical record of each patient; and
 - f. It maintains records for and controls all medications dispensed.

The specific unit where the Insured is confined must also meet the above requirements. An institution that primarily provides residential facilities is not an Eligible Nursing Home.

Immediate Family- "Immediate Family" means a spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, or grandchild of the Insured or Owner.

Insured- The "Insured" under this Rider is the primary Insured under the attached Policy.

Owner- The "Owner" of this Rider is the same as the Owner of the attached Policy.

Physician- A "Physician" is a person licensed to practice medicine and treat injury or illness, in the state in which the Insured is treated, and who is acting within the scope of that license. A Physician must be board certified and a Physician must specialize in the treatment of the Qualifying Event for which the Insured is diagnosed. A Physician may not be the Insured, the Owner, a person who lives with the Insured or Owner, or a person who is a part of the Insured's or Owner's Immediate Family.

Physician Statement- A "Physician Statement" is a statement in a form acceptable to the Company and signed by a Physician which:

- (1) provides the Physician's diagnosis of the Insured's Qualifying Event; and
- (2) states with reasonable medical certainty that the Insured's Qualifying Event can reasonably be expected to result in the death of the Insured within 12 months from the date of the Physician Statement. This Statement must be made on the basis of the ordinary and reasonable medical care, advice, and treatment available in the same or similar communities.

Policy- As used in this Rider, "Policy" means the base life insurance policy to which it is attached. It excludes all other riders attached to that Policy.

Qualifying Event- A "Qualifying Event" means a medical condition from injury or illness which, as determined by a Physician:

- (1) can reasonably be expected to result in death within 12 months from the date of the Physician Statement; or
- (2) has required or requires extraordinary medical intervention, including but not limited to major organ transplant or continuous artificial life support, without which the Insured would die; or
- (3) usually requires continuous confinement in an Eligible Institution as defined in this Rider if the Insured is expected to remain there for the rest of his or her life; or
- (4) has required the Insured to be continuously confined in an Eligible Nursing Home for 90 days and a Physician certifies that the Insured is expected to remain continuously confined in an Eligible Nursing Home until his or her death; or
- (5) would result in a drastically limited life span of 12 months or less in the absence of extensive or extraordinary medical treatment. Such conditions include, but are not limited to:
 - a. coronary artery disease resulting in an acute infarction or requiring surgery;
 - b. permanent neurological deficit resulting from cerebral vascular accident;
 - c. end-stage renal failure; or
 - d. Acquired Immune Deficiency Syndrome.

We- "We" means Stonebridge Life Insurance Company. "Us," "our" and "ours" also refers to Stonebridge Life Insurance Company.

BENEFIT. We will pay, in a lump sum, without life contingencies, the Accelerated Death Benefit to the Owner when we receive proof, satisfactory to us, that the Insured has been diagnosed with a Qualifying Event while the Policy and this Rider are In Force.

ACCELERATED DEATH BENEFIT. The Accelerated Death Benefit shall be equal to:

- (1) the Policy Death Benefit that would be In Force at the end of the 12 month period following the Acceleration Date, before deduction of any outstanding Loan Balance; less
- (2) a discount on the Accelerated Death Benefit calculated for the 12 month period using the interest rate described below; less
- (3) any outstanding policy loans, including accrued interest until the end of the 12 months following the Accelerated Date; less
- (4) any premiums which would be required to keep the Policy In Force for the 12 month period following the Acceleration Date for the Policy Amount of Insurance reduced by an appropriate discount using the interest rate described below.

We will determine the interest rate, but it will not exceed the maximum permissible rate for policy loans under the Policy. The Accelerated Death Benefit will never be less than the net cash value on the Acceleration Date.

Accelerated Death Benefits shall be effective for accidents on the effective date of the Rider and for illnesses that first manifest themselves more than thirty (30) days following the effective date of the Rider.

BENEFIT AND VALUE REDUCTION. The Accelerated Death Benefit under this Rider may only be elected once. When elected, the attached Policy and any attached Riders will Terminate. The Policy's Death Benefit and Net Cash Value, if any, will Terminate on the date the Accelerated Death Benefit is paid.

BENEFIT CONDITIONS. We will pay the Accelerated Death Benefit subject to all of the following conditions:

- (1) Receipt of a Request in a form acceptable to us. The Request must be signed by the Owner and the Insured;
- (2) Any irrevocable beneficiary or assignee must give written consent to the payment of this benefit;
- (3) The Owner must provide a Physician Statement and any other proof we may require. We shall have the right to seek a second medical opinion at our expense. We shall also have the right to have the Insured examined by a Physician we chose at our expense. If the Physician we choose provides a different diagnosis of the Insured's medical condition, we shall have the right to rely on the statement from our Physician; and
- (4) Payment of the Accelerated Death Benefit for confinement in an Eligible Nursing Home requires:

- a. that a Physician certify to Us, at Your expense, the accident or specific diagnosed illness requiring the Insured's confinement and the expectation that confinement will be required until the Insured's death. We reserve the right to require the Insured to have a physical examination by a Physician of our choice at our expense.
- b. that the confinement in an Eligible Nursing Home must be the result of an accident that occurs on or after the effective date of this Rider or of a specific diagnosed illness that first manifests itself more than thirty (30) days following the Effective Date of this Rider.
- c. that no Physician must have recommended that the Insured be confined in an Eligible Nursing Home during the 2 years prior to the Effective Date of this Rider.

PROOF OF QUALIFYING EVENT. We must receive proof of the Insured's Qualifying Event at our Administrative Office. This proof shall include a completed Request, in a form acceptable to us and a Physician Statement. We may request additional medical information from the Physician who submits the Statement.

PAYING PREMIUMS. No additional premium is payable for this Rider.

EFFECTIVE DATE. The Effective Date of this Rider is the date this Rider was issued. It is used to determine Rider years and anniversaries.

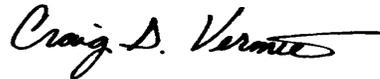
INCONTESTABILITY. Except for fraud, we will not contest this Rider after it has been In Force during the lifetime of the Insured for two years from the Effective Date. If the Policy Amount of Insurance is changed after the Rider Effective Date, and such changes increase the benefits under this Rider, we may contest the increase for two years from the date of the increase.

OTHER INSURANCE. All other riders attached to the Policy shall Terminate, subject to any paid-up or conversion options, upon payment of any benefit under this Rider.

TERMINATION. This Rider will automatically Terminate when your Policy Terminates or lapses or matures or is continued under one of the nonforfeiture options; or when we have paid the Accelerated Death Benefit; whichever occurs first.

Signed for the Company at [Cedar Rapids, Iowa].

STONEBRIDGE LIFE INSURANCE COMPANY



[]

[Craig D. Vermie]
[Secretary]

ACCELERATED DEATH BENEFIT RIDER

AN ACCELERATED DEATH BENEFIT MAY BE TAXABLE AND MAY TRIGGER OTHER TAXABLE EVENTS UNDER THE POLICY. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT A PERSONAL TAX ADVISOR BEFORE EXERCISING BENEFITS UNDER THIS RIDER.

THIS RIDER PROVIDES AN ACCELERATED DEATH BENEFIT THAT IS PAID INSTEAD OF THE CASH VALUE OR DEATH BENEFIT IN YOUR POLICY. PLEASE READ THIS RIDER CAREFULLY.

This Rider is part of the Policy to which it is attached. It is issued in consideration of the application and the continued payment of any required premium under the Policy. This Rider is subject to the provisions stated below. It is also subject to all conditions and provisions of your Policy not inconsistent with this Rider.

DEFINITIONS.

Acceleration Date- The "Acceleration Date" is the date that we make payment of the Accelerated Death Benefit.

Eligible Institution- An "Eligible Institution" is a licensed hospice care program which provides a coordinated, interdisciplinary program of hospice care services for meeting the special physical, psychological, spiritual and social needs of dying individuals and their families, by providing palliative and supportive medical, nursing, and other health services through a home-based care program or an inpatient hospice facility during the illness and bereavement.

Immediate Family- "Immediate Family" means a spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, or grandchild of the Insured or Owner.

Insured- The "Insured" under this Rider is the primary Insured under the attached Policy.

Owner- The "Owner" of this Rider is the same as the Owner of the attached Policy.

Physician- A "Physician" is a person licensed to practice medicine and treat injury or illness, in the state in which the Insured is treated, and who is acting within the scope of that license. A Physician must be board certified and a Physician must specialize in the treatment of the Qualifying Event for which the Insured is diagnosed. A Physician may not be the Insured, the Owner, a person who lives with the Insured or Owner, or a person who is a part of the Insured's or Owner's Immediate Family.

Physician Statement- A "Physician Statement" is a statement in a form acceptable to the Company and signed by a Physician which:

- (1) provides the Physician's diagnosis of the Insured's Qualifying Event; and
- (2) states with reasonable medical certainty that the Insured's Qualifying Event can reasonably be expected to result in the death of the Insured within 12 months from the date of the Physician Statement. This Statement must be made on the basis of the ordinary and reasonable medical care, advice, and treatment available in the same or similar communities.

Policy- As used in this Rider, "Policy" means the base life insurance policy to which it is attached. It excludes all other riders attached to that Policy.

Qualifying Event- A "Qualifying Event" means a medical condition from injury or illness which, as determined by a Physician:

- (1) can reasonably be expected to result in death within 12 months from the date of the Physician Statement; or
- (2) has required or requires extraordinary medical intervention, including but not limited to major organ transplant or continuous artificial life support, without which the Insured would die; or
- (3) usually requires continuous confinement in an Eligible Institution as defined in this Rider if the Insured is expected to remain there for the rest of his or her life; or
- (4) would result in a drastically limited life span of 12 months or less in the absence of extensive or extraordinary medical treatment. Such conditions include, but are not limited to:
 - a. coronary artery disease resulting in an acute infarction or requiring surgery;

- b. permanent neurological deficit resulting from cerebral vascular accident;
- c. end-stage renal failure; or
- d. Acquired Immune Deficiency Syndrome.

We- "We" means Stonebridge Life Insurance Company. "Us," "our" and "ours" also refers to Stonebridge Life Insurance Company.

BENEFIT. We will pay, in a lump sum, without life contingencies, the Accelerated Death Benefit to the Owner when we receive proof, satisfactory to us, that the Insured has been diagnosed with a Qualifying Event while the Policy and this Rider are In Force.

ACCELERATED DEATH BENEFIT. The Accelerated Death Benefit shall be equal to:

- (1) the Policy Death Benefit that would be In Force at the end of the 12 month period following the Acceleration Date, before deduction of any outstanding Loan Balance; less
- (2) a discount on the Accelerated Death Benefit calculated for the 12 month period using the interest rate described below; less
- (3) any outstanding policy loans, including accrued interest until the end of the 12 months following the Accelerated Date; less
- (4) any premiums which would be required to keep the Policy In Force for the 12 month period following the Acceleration Date for the Policy Amount of Insurance reduced by an appropriate discount using the interest rate described below.

We will determine the interest rate, but it will not exceed the maximum permissible rate for policy loans under the Policy. The Accelerated Death Benefit will never be less than the net cash value on the Acceleration Date.

Accelerated Death Benefits shall be effective for accidents on the effective date of the Rider and for illnesses that first manifest themselves more than thirty (30) days following the effective date of the Rider.

BENEFIT AND VALUE REDUCTION. The Accelerated Death Benefit under this Rider may only be elected once. When elected, the attached Policy and any attached Riders will Terminate. The Policy's Death Benefit and Net Cash Value, if any, will Terminate on the date the Accelerated Death Benefit is paid.

BENEFIT CONDITIONS. We will pay the Accelerated Death Benefit subject to all of the following conditions:

- (1) Receipt of a Request in a form acceptable to us. The Request must be signed by the Owner and the Insured;
- (2) Any irrevocable beneficiary or assignee must give written consent to the payment of this benefit; and
- (3) The Owner must provide a Physician Statement and any other proof we may require. We shall have the right to seek a second medical opinion at our expense. We shall also have the right to have the Insured examined by a Physician we chose at our expense. If the Physician we choose provides a different diagnosis of the Insured's medical condition, we shall have the right to rely on the statement from our Physician.

PROOF OF QUALIFYING EVENT. We must receive proof of the Insured's Qualifying Event at our Administrative Office. This proof shall include a completed Request, in a form acceptable to us and a Physician Statement. We may request additional medical information from the Physician who submits the Statement.

PAYING PREMIUMS. No additional premium is payable for this Rider.

EFFECTIVE DATE. The Effective Date of this Rider is the date this Rider was issued. It is used to determine Rider years and anniversaries.

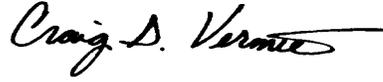
INCONTESTABILITY. Except for fraud, we will not contest this Rider after it has been In Force during the lifetime of the Insured for two years from the Effective Date. If the Policy Amount of Insurance is changed after the Rider Effective Date, and such changes increase the benefits under this Rider, we may contest the increase for two years from the date of the increase.

OTHER INSURANCE. All other riders attached to the Policy shall Terminate, subject to any paid-up or conversion options, upon payment of any benefit under this Rider.

TERMINATION. This Rider will automatically Terminate when your Policy Terminates or lapses or matures or is continued under one of the nonforfeiture options; or when we have paid the Accelerated Death Benefit; whichever occurs first.

Signed for the Company at [Cedar Rapids, Iowa].

STONEBRIDGE LIFE INSURANCE COMPANY



[]

[Craig D. Vermie]
[Secretary]

SERFF Tracking Number: AEGB-127839677 State: Arkansas
 Filing Company: Stonebridge Life Insurance Company State Tracking Number: 50334
 Company Tracking Number: WL08 AR ET. AL.
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: WL08 AR, WL09 AR, ACC-DISC LR, ADR08 AR, R0500, R05401
 Project Name/Number: WL08 AR et. al./L035-1

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Flesch Score Cert SL.pdf

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: The application, L 120 1101S has been concurrently submitted. The SERFF tracking number is:

AEGB-127817536

Comments:

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachments:

WL08 Act Memo.pdf

WL09 Act Memo.pdf

Item Status: **Status Date:**

Satisfied - Item: Supporting Documents

Comments:

Attachments:

ADR08 Act Demo.pdf

ADR08 Premiums AR.pdf

AR - Bulletin 11-83.pdf

AR - Cert of Compliance 23-79-138.pdf

SERFF Tracking Number: AEGB-127839677 State: Arkansas
Filing Company: Stonebridge Life Insurance Company State Tracking Number: 50334
Company Tracking Number: WL08 AR ET. AL.
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: WL08 AR, WL09 AR, ACC-DISC LR, ADR08 AR, R0500, R05401

Project Name/Number: WL08 AR et. al./L035-1

AR - Rule and Regulation 19.pdf

AR - Cert of Regulation 49.pdf

AR Bulletin 15-2009 Certification.pdf

Statement of Variability WL08, WL09, ADR08, R05400, R5401.pdf

WL08 AR 10 Pay Policy Data.pdf

WL08 AR et al Cover Letter SL.pdf

WL08 Disclosure.pdf

WL08 Disclosure.pdf

WL08 Premiums AR.pdf

WL09 Disclosure AR.pdf

WL09 Premiums AR.pdf

**STONEBRIDGE LIFE INSURANCE COMPANY
FLESCH READABILITY CERTIFICATION**

<u>Form Number (may vary by State)</u>	<u>Flesch Score</u>
WL08	53.8
WL09	52.5
ADR08	62.1
R5400	54.2
R5401	54.2
ACC-DISC LR	51.0

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

Cheryl Bock

Cheryl Bock, Assistant Vice President of Contract Development

**Actuarial Demonstration
Accidental Death Benefit Rider
Rider Form ADR08**

The form is an Accidental Death Benefit Rider providing a level death benefit equal to the Face Amount to the Beneficiary(ies) upon the death of the Primary Insured. Death must be resulting from external, violent and accidental means; and occurring within 90 day from the date of the accident causing such injuries.

This rider will be attached to a whole life insurance policy. The rider will terminate on the anniversary following the insured's age 98 or on the same date as the base policy, if earlier.

Reserves

Statutory reserves for an accidental death benefit rider attached to a whole life policy are calculated as one-half of the Rider's guaranteed monthly premium, assuming no discount for interest. No deferred premium asset is calculated.

Reserves will be at least as great as those based on the 1959 Accidental Death Benefit Mortality with the 2001 Commissioners' Standard Ordinary Mortality ('59 ADB with '01 CSO) at an interest rate not greater than the rate permissible by the Standard Valuation Law under the base policy type.

Cash Values

The Accidental Death Benefit Rider has no cash values.



October 1, 2011

Date

Michael J. Brown, FSA, MAAA
Senior Actuary

Accidental Death Benefit (ADR08) Annual Premium Rates per Unit

3/25/2010

<u>Issue Age</u>	<u>Male</u>	<u>Female</u>
18	2.00	2.00
19	2.01	2.01
20	2.02	2.02
21	2.03	2.03
22	2.04	2.04
23	2.05	2.05
24	2.06	2.06
25	2.07	2.07
26	2.08	2.08
27	2.09	2.09
28	2.10	2.10
29	2.11	2.11
30	2.12	2.12
31	2.13	2.13
32	2.14	2.14
33	2.15	2.15
34	2.16	2.16
35	2.17	2.17
36	2.19	2.19
37	2.21	2.21
38	2.23	2.23
39	2.25	2.25
40	2.27	2.27
41	2.29	2.29
42	2.31	2.31
43	2.33	2.33
44	2.35	2.35
45	2.37	2.37
46	2.39	2.39
47	2.41	2.41
48	2.43	2.43
49	2.46	2.46
50	2.48	2.48
51	2.51	2.51
52	2.54	2.54
53	2.58	2.58
54	2.63	2.63
55	2.68	2.68
56	2.74	2.74
57	2.80	2.80
58	2.87	2.87
59	2.95	2.95
60	3.03	3.03
61	3.13	3.13
62	3.24	3.24
63	3.37	3.37
64	3.51	3.51

65	3.66	3.66
66	3.85	3.85
67	4.08	4.08
68	4.35	4.35
69	4.63	4.63
70	4.96	4.96
71	5.35	5.35
72	5.81	5.81
73	6.35	6.35
74	6.96	6.96
75	7.63	7.63
76	8.36	8.36
77	9.14	9.14
78	9.99	9.99
79	10.91	10.91
80	11.89	11.89
81	12.90	12.90
82	13.95	13.95
83	15.04	15.04
84	16.16	16.16
85	17.32	17.32

STONEBRIDGE LIFE INSURANCE COMPANY

BULLETIN 11-83
STATE OF ARKANSAS

Form Number: WL08 AR, WL09 AR

Date: November 09, 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

STONEBRIDGE LIFE INSURANCE COMPANY

**CERTIFICATION OF
ARKANSAS INSURANCE CODE
23-79-138**

Policy Number: WL08 AR, WL09 AR

Date: November 11, 2011

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

Cheryl Bock, Assistant Vice President, Contract Development

STONEBRIDGE LIFE INSURANCE COMPANY

**RULE AND REGULATION 19
STATE OF ARKANSAS**

Form Number: WL08 AR, WL09 AR

Date: November 09, 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 INSURANCE COMPANY

CERTIFICATION OF REGULATION 49
STATE OF ARKANSAS

Form Number: WL08 AR, WL09 AR

Date: November 09, 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 INSURANCE COMPANY
Home Office: Rutland, Vermont

BULLETIN 15-2009 CERTIFICATION

Policy Forms: WL08 AR and WL09 AR

We certify that, for policies issued in Arkansas on the above-referenced policy form numbers, we will deliver the Consumer Information Notice required by Bulletin 15-2009.

Cheryl Bock

Cheryl Bock
Assistant Vice President

11/09/2011
Date

STONEBRIDGE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

WL08 - Whole Life Insurance Policy

1. Home Office Address (face page header): This may change to another location in the future.
2. Administrative Office Address (face page header): This may change to another location.
3. Telephone Number (face page header): This may change to another number.
4. Insured (face page policy information): This will be the name of the insured indicated on the application for insurance.
5. Face Amount (face page policy information): This will be the amount we approve, subject to a minimum of \$1,000 and a maximum of \$25,000.
6. Owner (face page policy information): This will be the insured, unless otherwise indicated on the application for insurance.
7. Policy Number (face page policy information): This will be assigned sequentially.
8. Policy Date (face page policy information): This will be the date coverage under the policy becomes effective
9. Signed for the Company at (face page, second paragraph): This may change to another location.
10. Officer Signatures and Titles (face page): These may change in the future. In the event the title of an officer signing the policy form changes, any new title will be the title of an officer of the company.
11. Policy Number (policy data page 3): This will be assigned sequentially.
12. Policy Date (policy data page 3): This will be the date coverage under the policy becomes effective.
13. Face Amount (policy data page 3): This will be the amount we approve, subject to a minimum of \$1,000 and a maximum of \$25,000.
14. Insured (policy data page 3): This will be the name of the insured indicated on the application for insurance.
15. Owner (policy data page 3): This will be the insured, unless otherwise indicated on the application for insurance.
16. Class of Risk (policy data page 3): This will be one of the following classes, depending on the insured's underwriting status:
 - Preferred Juvenile
 - Preferred Non-Tobacco
 - Preferred Tobacco
 - Standard Juvenile
 - Standard Non-Tobacco
 - Standard Tobacco
17. Date of Issue (policy data page 3): This will be the date the policy is prepared in our office.
18. Maturity Date (policy data page 3): This will be the insured's attained age of 121.
19. Issue Age/Sex (policy data page 3): This policy form is issued to ages: (a) 0-17 for juveniles; and (b) 18-85 for preferred non-tobacco, preferred tobacco, standard non-tobacco and standard tobacco. There are further restrictions in availability based on the level premium period. Each insured is designated as either male or female.

20. Type of Coverage (policy data page 3): This will indicate any optional riders the owner may choose on the application for insurance.
21. Face Amount (policy data page 3): The face amount of the policy will be the amount we approve, subject to a minimum of \$1,000 and a maximum of \$25,000. The face amount of the accidental death benefit rider will be the number of units the owner chooses on the application. Min = 1 unit (= \$1000) and Max = base face.
22. Premiums Payable (policy data page 3): The period of time that premiums are payable for the policy will depend on which premium payment plan the owner chooses on the application. There are two premium payment plans for the policy; level premiums for 10 years and level premiums until attained age 99. The period of time that premiums are payable for the accidental death benefit rider are to the policy anniversary following the insured's attained age 98 and is only available with the level premiums until attained age 99 plan.
23. Annual Premium (policy data page 3): The annual premium for the policy will depend on the face amount of the policy; and the insured's age, sex and class of risk. The annual premium for the accidental death benefit rider will depend on the face amount of the rider and the insured's age and sex.
24. Total Annual Premium on Policy Date (policy data page 3): This will depend on the premiums payable for the policy and any optional riders the owner may choose on the application for insurance.
25. Initial Premium Payment Amount and Mode (policy data page 3): The initial premium payment amount will depend on the premiums payable for the policy and any optional riders the owner may choose on the application for insurance. The mode will be either annually, semi-annually, quarterly or monthly and will depend on the option the owner chooses on the application for insurance. The billing method will depend on the various options allowed by the company and the option the owner chooses on the application for insurance.
26. Total Premiums Per Year (policy data page 3): This amount will vary depending on the premiums payable for the policy and any optional riders the owner may choose on the application for insurance.
27. Schedule of Premiums (policy data page 3): These premium amounts will vary depending on the modal factor times the annual premium. The policy fee is exempt from modal premium loading.
Annual: 1.00 factor
Semi-Annual: 0.51 factor
Quarterly: 0.26 factor
Monthly: 0.085 factor
28. Policy Number (policy data page 3A): This will be assigned sequentially.
29. Nonforfeiture Interest Rate (policy data page 3A): Shown as 5%, but it may vary based on the updates provided by the Standard Nonforfeiture Law.
30. Table of Policy Values (policy data page 3A): Case specific at time of issue.
31. Home Office Address (back cover page): This may change to another location in the future.
32. Administrative Office Address (back cover page): This may change to another location.
33. Telephone Number (back cover page): This may change to another number.

WL09 - Whole Life Insurance Policy with Graded Death Benefit

1. Home Office Address (face page header): This may change to another location in the future.
2. Administrative Office Address (face page header): This may change to another location.
3. Telephone Number (face page header): This may change to another number.

4. Insured (face page policy information): This will be the name of the insured indicated on the application for insurance.
5. Face Amount (face page policy information): This will be the amount we approve, subject to a minimum of \$1,000 and a maximum of \$25,000.
6. Owner (face page policy information): This will be the insured, unless otherwise indicated on the application for insurance.
7. Policy Number (face page policy information): This will be assigned sequentially.
8. Policy Date (face page policy information): This will be the date coverage under the policy becomes effective.
9. Signed for the Company at (face page, second paragraph): This may change to another location.
10. Officer Signatures and Titles (face page): These may change in the future. In the event the title of an officer signing the policy form changes, any new title will be the title of an officer of the company.
11. Policy Number (policy data page 3): This will be assigned sequentially.
12. Policy Date (policy data page 3): This will be the date coverage under the policy becomes effective.
13. Face Amount (policy data page 3): This will be the amount we approve, subject to a minimum of \$1,000 and a maximum of \$25,000.
14. Insured (policy data page 3): This will be the name of the insured indicated on the application for insurance.
15. Owner (policy data page 3): This will be the insured, unless otherwise indicated on the application for insurance.
16. Date of Issue (policy data page 3): This will be the date the policy is prepared in our office.
17. Maturity Date (policy data page 3): This will be the insured's attained age of 121.
18. Issue Age/Sex (policy data page 3): This policy form is issued to ages 18-80. Each insured is designated as either male or female.
19. Face Amount (policy data page 3): The face amount will be the amount we approve, subject to a minimum of \$1,000 and a maximum of \$25,000.
20. Premiums Payable (policy data page 3): The period of time that premiums are payable will be to the insured's attained age 99.
21. Annual Premium (policy data page 3): The annual premium will depend on the face amount of the policy; and the insured's age and sex.
22. Total Annual Premium on Policy Date (policy data page 3): This will depend on the premiums payable for the policy and any optional riders the owner may choose on the application for insurance.
23. Initial Premium Payment Amount and Mode (policy data page 3): The initial premium payment amount will depend on the premiums payable for the policy and any optional riders the owner may choose on the application for insurance. The mode will be either annually, semi-annually, quarterly or monthly and will depend on the option the owner chooses on the application for insurance. The billing method will depend on the various options allowed by the company and the option the owner chooses on the application for insurance.
24. Total Premiums Per Year (policy data page 3): This will depend on the premiums payable for the policy.

25. Schedule of Premiums (policy data page 3A): These will depend on the modal factor times the annual premium. The policy fee exempt from modal premium loading.

Annual: 1.00 factor
Semi-Annual: 0.51 factor
Quarterly: 0.26 factor
Monthly: 0.085 factor
26. Policy Number (policy data page 3A): This will be assigned sequentially.
27. Nonforfeiture Interest Rate (policy data page 3A): Shown as 5%, but it may vary based on the updates provided by the Standard Nonforfeiture Law.
28. Table of Policy Values (policy data page 3A): Case specific at time of issue.
29. Home Office Address (back cover page): This may change to another location in the future.
30. Administrative Office Address (back cover page): This may change to another location.
31. Telephone Number (back cover page): This may change to another number.

ADR08 – Accidental Death Benefit Rider

Home Office Address (page 1, header): This may change to another location in the future.

2. Administrative Office Address (page 1, header): This may change to another location.
3. Telephone Number (page 1, header): This may change to another number.
4. Signed for the Company at (page 2, last paragraph): This may change to another location.
5. Officer Signatures and Titles (page 2): These may change in the future. In the event the title of an officer signing the rider form changes, any new title will be the title of an officer of the company.

R05400 and R05401 – Accelerated Death Benefit Riders

1. Signed for the Company at (page 3, last paragraph): This may change to another location.
2. Officer's Signature, Officer's Name and Title (page 3): These may change in the future. In the event the title of the officer signing the rider form changes, any new title will be the title of an officer of the company.

TABLE OF POLICY VALUES

IF ALL THE PREMIUMS DUE HAVE BEEN PAID TO THE POLICY ANNIVERSARY AND THERE IS NO LOAN BALANCE OUTSTANDING, THE POLICY VALUES WILL BE:

POLICY NUMBER: [110 01 SAMPLE]
NONFORFEITURE INTEREST RATE: [5.00%]

<u>END OF POLICY YEAR</u>	<u>AGE OF INSURED</u>	<u>CASH VALUE</u>	<u>EXTENDED TERM INSURANCE</u>		<u>REDUCED PAID UP INSURANCE</u>
			<u>YEARS</u>	<u>DAYS</u>	
[1]	36	\$ 0.00	0	0	\$ 0.00]
[2]	37	96.20	7	125	596.00]
[3]	38	324.70	18	216	1928.00]
[4]	39	564.00	25	89	3210.00]
[5]	40	814.90	29	319	4445.00]
[6]	41	1077.80	33	235	5636.00]
[7]	42	1353.00	36	322	6784.00]
[8]	43	1641.10	39	336	7893.00]
[9]	44	1942.50	43	179	8964.00]
[10]	45	2258.00	PAID UP		10,000.00]
[11]	46	2351.60	PAID UP		10,000.00]
[12]	47	2448.40	PAID UP		10,000.00]
[13]	48	2548.80	PAID UP		10,000.00]
[14]	49	2653.30	PAID UP		10,000.00]
[15]	50	2762.00	PAID UP		10,000.00]
[16]	51	2874.70	PAID UP		10,000.00]
[17]	52	2991.10	PAID UP		10,000.00]
[18]	53	3110.90	PAID UP		10,000.00]
[19]	54	3234.10	PAID UP		10,000.00]
[20]	55	3360.20	PAID UP		10,000.00]
	[@55	3360.20	PAID UP		10,000.00]
	[@60	4035.40	PAID UP		10,000.00]
	[@65	4774.80	PAID UP		10,000.00]

November 22, 2011

Commissioner of Insurance
Arkansas Department of Insurance

Attn.: Policy Examination Division (Individual Life)

RE: STONEBRIDGE LIFE INSURANCE COMPANY NAIC#468-65021
Form Numbers: WL08 AR – Whole Life Insurance Policy
WL09 AR – Whole Life Insurance Policy with Graded Death Benefit
ACC-DISC LR – Accelerated Death Benefit Rider Disclosure
ADR08 AR – Accidental Death Benefit Rider
R05400 – Accelerated Death Benefit Rider
R05401 – Accelerated Death Benefit 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 Insureds. These forms are subject to only minor modifications in paper size and stock, border, Company logo, Company address, adaptation to computer printing, and Officers' signatures.

WL08 AR, Whole Life Insurance Policy – This is a single life policy based on the age at the last birthday of the individual Insured. This is a whole life policy that provides a level death benefit with benefits payable to age 121. The premium paying period will be the applicant's choice of either level to age 99 or level for 10 years. If the Insured is still living at age 121, the policy terminates and the cash surrender value (equal to the death benefit) is paid out. The issue ages for this policy are 0-85. The policy has sample policy data for a policy with level premiums payable to age 99. We have included sample policy data for a policy with level premiums payable for 10 years.

WL09 AR, Whole Life Insurance Policy with Graded Death Benefit – This is a single life policy based on the age at the last birthday of the individual Insured. This policy is a graded death benefit whole life policy with a two-year return of premium. A graded death benefit and an accidental death benefit are payable within the first two years, with the full amount of insurance payable thereafter. Benefits will be payable to age 121. The premium paying period will be level to age 99. If the Insured is still living at age 121, the policy terminates and the cash surrender value (equal to the death benefit) is paid out. The issue ages for this policy are 18-85.

ACC-DISC LR – Accelerated Death Benefit Rider Disclosure – Upon receipt of proof acceptable to us of the Insured's Qualifying Event, the Owner may choose to receive the Accelerated Death Benefit while the Insured is alive and the Rider is in force.

ADR08 AR, Accidental Death Benefit Rider – This rider will be available only on the WL08 AR Whole Life Insurance Policy when the applicant chooses the level to age 99 premium paying period. This rider must be applied for and issued with the WL08 base policy; it will not be available after policy issue. The benefit is payable when death occurs within 90 days of an accidental bodily injury. The injury must occur on or before the policy anniversary on which the age of the Insured is 98. The issue ages for this rider are 18-85.

R05400 – Accelerated Death Benefit Rider – This rider provides an accelerated death benefit that is paid instead of the cash value or death benefit in your policy.

R05401 – Accelerated Death Benefit Rider - This rider provides an accelerated death benefit that is paid instead of the cash value or death benefit in your policy.

These policies will be marketed through our agent field force, and are designed for clients who desire and will benefit from the purchase of a fixed premium whole life policy. We have not identified any specific market for these products.

Concurrently submitted for approval is application L120 1011S for Stonebridge Life Insurance Company.

We would appreciate your review and approval of these forms.

Sincerely,

STONEBRIDGE LIFE INSURANCE COMPANY



Digitally signed by Deb White
DN: cn=Deb White, o=OU, email=deb.white@transamerica.com,
c=US
Date: 2011.11.22 15:01:37 -0600

Deb White
Policy Analyst
Contract Development
319.355.7265 (collect)
Fax #: 319.355.2501
deb.white@transamerica.com

4333 EDGEWOOD RD NE
 CEDAR RAPIDS, IOWA 52499

10/1/11
 POLICY NUMBER
 1234567

FOR MORE INFORMATION ABOUT THIS POLICY PLEASE CONTACT:
 QUALITY AGENT
 INSURANCE AGENCY
 123 MAIN STREET, ANYSTATE, USA

STATEMENT OF POLICY COST AND BENEFIT INFORMATION

PREPARED FOR: JOHN DOE

AGE BASIS: 35 ISSUE BASIS: PREFERRED

BASIC POLICY

WHOLE LIFE POLICY - WL08 (MAY VARY BY STATE)

LEVEL PREMIUMS PAYABLE FOR LIFE, NON-PARTICIPATING

POL YR	-----ANNUAL PREMIUMS-----			GUAR AMT PAYABLE ON DEATH	GUARANTEED CASH SURRENDER VALUE TOTAL
	COVERAGE	RIDERS	TOTAL		
1	206.30	0.00	206.30	10,000	-
2	206.30	0.00	206.30	10,000	-
3	206.30	0.00	206.30	10,000	37
4	206.30	0.00	206.30	10,000	124
5	206.30	0.00	206.30	10,000	215
6	206.30	0.00	206.30	10,000	309
7	206.30	0.00	206.30	10,000	407
8	206.30	0.00	206.30	10,000	508
9	206.30	0.00	206.30	10,000	613
10	206.30	0.00	206.30	10,000	721
11	206.30	0.00	206.30	10,000	833
12	206.30	0.00	206.30	10,000	948
13	206.30	0.00	206.30	10,000	1,068
14	206.30	0.00	206.30	10,000	1,193
15	206.30	0.00	206.30	10,000	1,322
16	206.30	0.00	206.30	10,000	1,457
17	206.30	0.00	206.30	10,000	1,595
18	206.30	0.00	206.30	10,000	1,738
19	206.30	0.00	206.30	10,000	1,885
20	206.30	0.00	206.30	10,000	2,036
21	206.30	0.00	206.30	10,000	2,189
22	206.30	0.00	206.30	10,000	2,346
23	206.30	0.00	206.30	10,000	2,507
24	206.30	0.00	206.30	10,000	2,672
25	206.30	0.00	206.30	10,000	2,841
AGE 60	206.30	0.00	206.30	10,000	2,841
AGE 62	206.30	0.00	206.30	10,000	3,188
AGE 65	206.30	0.00	206.30	10,000	3,722

SURRENDER COST INDEX

NET PAYMENT COST INDEX

....GUAR.....CURR....

....GUAR....CURR....

YEAR 10	15.17	15.17	20.63	20.63
YEAR 20	14.77	14.77	20.63	20.63

EXPLANATIONS OF THE INTENDED USE OF THESE INDEXES ARE PROVIDED
 IN THE LIFE INSURANCE BUYER'S GUIDE

4333 EDGEWOOD RD NE
CEDAR RAPIDS, IOWA 52499

10/1/11
POLICY NUMBER
1234567

FOR MORE INFORMATION ABOUT THIS POLICY PLEASE CONTACT:

QUALITY AGENT
INSURANCE AGENCY
123 MAIN STREET, ANYSTATE, USA

STATEMENT OF POLICY COST AND BENEFIT INFORMATION

PREPARED FOR: JOHN DOE

AGE BASIS: 35 ISSUE BASIS: PREFERRED

BASIC POLICY

WHOLE LIFE POLICY - WL08 (MAY VARY BY STATE)

LEVEL PREMIUMS PAYABLE FOR LIFE, NON-PARTICIPATING

POL YR	-----ANNUAL PREMIUMS-----			GUAR AMT PAYABLE ON DEATH	GUARANTEED CASH SURRENDER VALUE TOTAL
	COVERAGE	RIDERS	TOTAL		
1	206.30	0.00	206.30	10,000	-
2	206.30	0.00	206.30	10,000	-
3	206.30	0.00	206.30	10,000	37
4	206.30	0.00	206.30	10,000	124
5	206.30	0.00	206.30	10,000	215
6	206.30	0.00	206.30	10,000	309
7	206.30	0.00	206.30	10,000	407
8	206.30	0.00	206.30	10,000	508
9	206.30	0.00	206.30	10,000	613
10	206.30	0.00	206.30	10,000	721
11	206.30	0.00	206.30	10,000	833
12	206.30	0.00	206.30	10,000	948
13	206.30	0.00	206.30	10,000	1,068
14	206.30	0.00	206.30	10,000	1,193
15	206.30	0.00	206.30	10,000	1,322
16	206.30	0.00	206.30	10,000	1,457
17	206.30	0.00	206.30	10,000	1,595
18	206.30	0.00	206.30	10,000	1,738
19	206.30	0.00	206.30	10,000	1,885
20	206.30	0.00	206.30	10,000	2,036
21	206.30	0.00	206.30	10,000	2,189
22	206.30	0.00	206.30	10,000	2,346
23	206.30	0.00	206.30	10,000	2,507
24	206.30	0.00	206.30	10,000	2,672
25	206.30	0.00	206.30	10,000	2,841
AGE 60	206.30	0.00	206.30	10,000	2,841
AGE 62	206.30	0.00	206.30	10,000	3,188
AGE 65	206.30	0.00	206.30	10,000	3,722

SURRENDER COST INDEX

NET PAYMENT COST INDEX

....GUAR.....CURR....

....GUAR....CURR....

YEAR 10	15.17	15.17	20.63	20.63
YEAR 20	14.77	14.77	20.63	20.63

EXPLANATIONS OF THE INTENDED USE OF THESE INDEXES ARE PROVIDED
IN THE LIFE INSURANCE BUYER'S GUIDE

Full-Pay Premiums

Modal Factor and Policy Fee

<u>Payment Mode</u>	<u>Modal Factor</u>	<u>Modal Fee</u>
Annual	1.000	42.00
Semi-Annual	0.510	21.00
Quarterly	0.260	10.50
Monthly	0.085	3.50

Annual Premiums per unit (\$1,000) of insurance.

Age	Male Preferred	Female Preferred	Male Standard	Female Standard
0	10.41	9.56	11.94	10.38
1	10.49	9.63	11.95	10.41
2	10.57	9.71	11.96	10.44
3	10.66	9.78	11.98	10.46
4	10.74	9.86	11.99	10.49
5	10.82	9.93	12.00	10.52
6	11.05	10.08	12.35	10.72
7	11.28	10.23	12.70	10.92
8	11.52	10.39	13.04	11.12
9	11.75	10.54	13.39	11.32
10	11.98	10.69	13.74	11.52
11	12.31	10.89	14.36	11.76
12	12.65	11.09	14.98	12.01
13	12.98	11.28	15.59	12.25
14	13.32	11.48	16.21	12.50
15	13.65	11.68	16.83	12.74
16	13.79	11.73	17.07	12.83
17	13.85	11.72	17.14	12.83

Full-Pay Premiums

Annual Premiums per unit (\$1,000) of insurance.

Age	Male Non-Tobacco Preferred	Male Tobacco Preferred	Female Non-Tobacco Preferred	Female Tobacco Preferred	Male Non-Tobacco Standard	Male Tobacco Standard	Female Non-Tobacco Standard	Female Tobacco Standard
18	11.59	13.86	9.94	11.68	13.57	17.13	10.50	12.82
19	11.63	13.90	9.92	11.68	13.58	17.12	10.53	12.84
20	11.71	14.00	10.02	11.77	13.60	17.17	10.61	12.95
21	11.91	14.23	10.23	12.05	13.75	17.33	10.87	13.25
22	12.11	14.47	10.44	12.33	13.91	17.50	11.13	13.55
23	12.32	14.70	10.66	12.61	14.06	17.66	11.38	13.86
24	12.52	14.94	10.87	12.89	14.22	17.83	11.64	14.16
25	12.72	15.17	11.08	13.17	14.37	17.99	11.90	14.46
26	12.98	15.49	11.33	13.50	14.61	18.28	12.17	14.84
27	13.27	15.85	11.59	13.85	14.88	18.62	12.44	15.24
28	13.57	16.23	11.87	14.22	15.18	19.00	12.73	15.68
29	13.90	16.65	12.16	14.62	15.52	19.43	13.05	16.16
30	14.26	17.11	12.49	15.06	15.90	19.93	13.43	16.71
31	14.60	17.55	12.81	15.51	16.27	20.43	13.85	17.27
32	14.99	18.06	13.18	16.01	16.72	21.03	14.32	17.91
33	15.43	18.63	13.59	16.57	17.23	21.71	14.84	18.64
34	15.93	19.26	14.04	17.19	17.82	22.50	15.42	19.45
35	16.43	19.92	14.50	17.82	18.43	23.33	16.03	20.29
36	17.14	20.79	15.13	18.66	19.28	24.45	16.79	21.42
37	17.85	21.69	15.75	19.50	20.16	25.61	17.58	22.57
38	18.62	22.65	16.43	20.40	21.11	26.87	18.41	23.80
39	19.43	23.67	17.13	21.34	22.13	28.23	19.29	25.09
40	20.30	24.77	17.86	22.32	23.24	29.71	20.21	26.44
41	21.12	25.82	18.58	23.29	24.32	31.14	21.14	27.76
42	21.99	26.94	19.31	24.27	25.47	32.69	22.09	29.11
43	22.86	28.08	20.02	25.23	26.64	34.30	23.04	30.44
44	23.74	29.25	20.71	26.16	27.84	35.97	23.97	31.74
45	24.72	30.54	21.47	27.19	29.19	37.83	25.00	33.19
46	25.53	31.65	21.98	27.86	30.32	39.51	25.73	34.20
47	26.46	32.93	22.58	28.68	31.64	41.45	26.61	35.41
48	27.48	34.33	23.23	29.55	33.09	43.59	27.54	36.72
49	28.61	35.90	23.94	30.52	34.71	45.99	28.58	38.19
50	29.72	37.45	24.59	31.40	36.31	48.39	29.53	39.52
51	31.38	39.70	25.73	33.00	38.68	51.80	31.14	41.90
52	33.00	41.93	26.81	34.49	41.02	55.19	32.66	44.12
53	34.72	44.31	27.94	36.06	43.51	58.80	34.25	46.46
54	36.50	46.77	29.09	37.66	46.08	62.55	35.87	48.81
55	38.54	49.59	30.44	39.52	49.01	66.80	37.73	51.52
56	40.26	52.03	31.48	40.92	51.53	70.52	39.17	53.54
57	41.91	54.38	32.42	42.18	53.97	74.14	40.47	55.34
58	43.62	56.84	33.37	43.46	56.50	77.92	41.79	57.13
59	45.54	59.61	34.47	44.91	59.30	82.11	43.26	59.12
60	47.82	62.88	35.83	46.69	62.54	86.98	45.03	61.50
61	50.97	67.40	37.80	49.26	66.88	93.52	47.50	64.80
62	54.12	71.93	39.77	51.83	71.22	100.06	49.97	68.10
63	57.27	76.45	41.74	54.39	75.55	106.60	52.44	71.41
64	60.42	80.98	43.71	56.96	79.89	113.14	54.91	74.71
65	63.57	85.50	45.68	59.53	84.23	119.68	57.38	78.01
66	67.92	91.77	48.65	63.52	90.06	128.52	61.15	83.26
67	72.28	98.05	51.62	67.52	95.89	137.36	64.91	88.50
68	76.63	104.32	54.59	71.51	101.72	146.21	68.68	93.75
69	80.99	110.60	57.56	75.51	107.55	155.05	72.44	98.99
70	85.34	116.87	60.53	79.50	113.38	163.89	76.21	104.24
71	90.97	125.19	64.73	85.21	121.02	174.20	81.76	112.10
72	96.60	133.51	68.94	90.92	128.66	184.52	87.31	119.97
73	102.22	141.82	73.14	96.63	136.29	194.83	92.87	127.83
74	107.85	150.14	77.35	102.34	143.93	205.15	98.42	135.70
75	113.48	158.46	81.55	108.05	151.57	215.46	103.97	143.56
76	120.01	168.94	86.75	115.58	160.59	232.20	110.92	154.10
77	126.55	179.43	91.94	123.11	169.61	248.94	117.87	164.64
78	133.08	189.91	97.14	130.64	178.64	265.67	124.82	175.18
79	139.62	200.40	102.33	138.17	187.66	282.41	131.77	185.72
80	146.15	210.88	107.53	145.70	196.68	299.15	138.72	196.26
81	157.20	229.42	115.70	157.51	211.59	326.31	149.01	212.15
82	168.25	247.96	123.87	169.32	226.49	353.48	159.31	228.04
83	179.29	266.50	132.05	181.13	241.40	380.64	169.60	243.92
84	190.34	285.04	140.22	192.94	256.30	407.81	179.90	259.81
85	201.39	303.58	148.39	204.75	271.21	434.97	190.19	275.70

4333 EDGEWOOD RD NE
CEDAR RAPIDS, IOWA 52499

10/1/11
POLICY NUMBER
1234567

FOR MORE INFORMATION ABOUT THIS POLICY PLEASE CONTACT:
QUALITY AGENT
INSURANCE AGENCY
123 MAIN STREET, ANYSTATE, USA

STATEMENT OF POLICY COST AND BENEFIT INFORMATION

PREPARED FOR: JOHN DOE

AGE BASIS: 35 ISSUE BASIS: MALE

BASIC POLICY GRADED DEATH BENEFIT WHOLE LIFE POLICY - WL09 (MAY VARY BY STATE)
LEVEL PREMIUMS PAYABLE FOR LIFE, NON-PARTICIPATING

POL YR	-----ANNUAL PREMIUMS-----			GUAR AMT PAYABLE ON DEATH	GUARANTEED CASH SURRENDER VALUE TOTAL
	COVERAGE	RIDERS	TOTAL		
1	447.50	0.00	447.50	3,000	-
2	447.50	0.00	447.50	6,000	-
3	447.50	0.00	447.50	10,000	86
4	447.50	0.00	447.50	10,000	176
5	447.50	0.00	447.50	10,000	269
6	447.50	0.00	447.50	10,000	365
7	447.50	0.00	447.50	10,000	466
8	447.50	0.00	447.50	10,000	569
9	447.50	0.00	447.50	10,000	676
10	447.50	0.00	447.50	10,000	786
11	447.50	0.00	447.50	10,000	900
12	447.50	0.00	447.50	10,000	1,017
13	447.50	0.00	447.50	10,000	1,139
14	447.50	0.00	447.50	10,000	1,265
15	447.50	0.00	447.50	10,000	1,396
16	447.50	0.00	447.50	10,000	1,532
17	447.50	0.00	447.50	10,000	1,673
18	447.50	0.00	447.50	10,000	1,817
19	447.50	0.00	447.50	10,000	1,965
20	447.50	0.00	447.50	10,000	2,116
21	447.50	0.00	447.50	10,000	2,270
22	447.50	0.00	447.50	10,000	2,426
23	447.50	0.00	447.50	10,000	2,587
24	447.50	0.00	447.50	10,000	2,752
25	447.50	0.00	447.50	10,000	2,921
AGE 60	447.50	0.00	447.50	10,000	2,921
AGE 62	447.50	0.00	447.50	10,000	3,267
AGE 65	447.50	0.00	447.50	10,000	3,796

SURRENDER COST INDEX

NET PAYMENT COST INDEX

....GUAR.....CURR....

....GUAR....CURR....

YEAR 10	49.94	49.94	57.61	57.61
YEAR 20	44.86	44.86	51.93	51.93

EXPLANATIONS OF THE INTENDED USE OF THESE INDEXES ARE PROVIDED
IN THE LIFE INSURANCE BUYER'S GUIDE

Graded Death Benefit Premiums

Modal Factor and Policy Fee

<u>Payment Mode</u>	<u>Modal Factor</u>	<u>Modal Fee</u>
Annual	1.000	42.00
Semi-Annual	0.510	21.00
Quarterly	0.260	10.50
Monthly	0.085	3.50

Annual Premiums per unit of insurance.

Age	Male	Female
18	33.76	25.48
19	34.25	25.99
20	34.74	26.49
21	35.23	26.99
22	35.72	27.50
23	36.22	28.00
24	36.71	28.51
25	37.20	29.01
26	37.75	29.48
27	38.33	29.92
28	38.91	30.38
29	39.42	30.91
30	39.83	31.58
31	39.42	32.26
32	39.47	33.10
33	39.69	34.10
34	40.26	35.31
35	40.55	36.50
36	43.13	38.51
37	45.43	40.45
38	48.09	42.54
39	50.93	44.70
40	54.23	47.01
41	56.47	48.92
42	59.03	50.91
43	61.48	52.81
44	63.85	54.62
45	66.26	56.47
46	68.51	57.95
47	70.88	59.53
48	73.34	61.11
49	75.95	62.75
50	78.50	64.31
51	81.81	66.39
52	85.03	68.40
53	88.34	70.50
54	91.67	72.63
55	95.50	75.05
56	98.63	77.15
57	101.51	79.14
58	104.50	81.22
59	107.99	83.60
60	112.33	86.46
61	118.76	90.52

WL09 Premium Rates / 1000 of death benefit

62	125.19	94.58
63	131.61	98.65
64	138.04	102.71
65	144.47	106.77
66	150.93	111.94
67	157.40	117.11
68	163.86	122.27
69	170.33	127.44
70	176.79	132.61
71	187.22	139.21
72	197.65	145.80
73	208.07	152.40
74	218.50	158.99
75	228.93	165.59
76	246.10	176.81
77	263.27	188.03
78	280.44	199.26
79	297.61	210.48
80	314.78	221.70

SERFF Tracking Number: AEGB-127839677 State: Arkansas
 Filing Company: Stonebridge Life Insurance Company State Tracking Number: 50334
 Company Tracking Number: WL08 AR ET. AL.
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: WL08 AR, WL09 AR, ACC-DISC LR, ADR08 AR, R0500, R05401
 Project Name/Number: WL08 AR et. al./L035-1

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/22/2011	Form	Whole Life Insurance Policy with Graded Death Benefit	12/07/2011	WL09 AR S.pdf