

SERFF Tracking Number: METF-127047555 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48296
 Company Tracking Number: WLSTO-NI-11
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 Project Name/Number: /WLSTO-NI-11

Filing at a Glance

Company: Texas Life Insurance Company
 Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 SERFF Tr Num: METF-127047555 State: Arkansas
 TOI: L07I Individual Life - Whole SERFF Status: Closed-Approved- Closed State Tr Num: 48296
 Sub-TOI: L07I.101 Fixed/Indeterminate Co Tr Num: WLSTO-NI-11 State Status: Approved-Closed
 Premium - Single Life
 Filing Type: Form Reviewer(s): Linda Bird
 Author: Jan Spoede Disposition Date: 03/24/2011
 Date Submitted: 03/21/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: WLSTO-NI-11 Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 03/24/2011
 State Status Changed: 03/24/2011
 Deemer Date: Created By: Jan Spoede
 Submitted By: Jan Spoede Corresponding Filing Tracking Number:
 Filing Description:
 WLSTO-NI-11, Limited Payment Decreasing Face Amount Whole Life Insurance Policy Form for Voluntary Payroll Deduction Sales
 ULCL-FIR-11, Family Term Life Insurance Rider
 ULABR-11, Accelerated Death Benefit Due to Terminal Illness Rider

SERFF Tracking Number: METF-127047555 State: Arkansas
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Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
Project Name/Number: /WLSTO-NI-11

11M09, Application

11M010, Supplement to Application

This form is nearly exactly like WLOTO-NI-11 that is pending with your Department of Insurance. Policy WLSTO-NI-11 is a limited payment decreasing face amount whole life policy form. This policy will be marketed as a voluntary benefit in the worksite and provides a level death benefit for a significant period of time. Upon reaching retirement age or the end of the payment period, the policy provides a reduced death benefit that is paid-up. We are filing the policy form with 4 different versions of the schedule page. While the policy form is the same for all of the versions included, the schedule page includes a numerical extension which denotes the fraction by which the death benefit reduces to. For example, WLSTO-NI-11-5 indicates the death benefit becomes paid-up at 1/5 of the original death benefit. We have included versions WLSTO-NI-11-9, WLSTO-NI-11-5, WLSTO-NI-11-4, WLSTO-NI-11-3, and WLSTO-NI-11-2. .

Rider Form: ULCL-FIR-11, a Family Term Life Insurance Rider will be made available as an optional rider.

The Accelerated Death Benefit Due to Terminal Illness Rider, Form: ULABR-11, provides for the payment of an accelerated death benefit if the Insured is Terminally Ill. Terminally Ill is a defined term in the rider meaning the Insured has a sickness or injury expected to result in death within twelve months. Refer to the provisions of the enclosed rider. This rider will be offered on every policy.

The policy will be sold with an Application, 11M009 and Supplement to Application, 11M010 that are included in this filing.

This policy form will also be used with the already approved riders listed below:

This form will also be used with: Form: ULCL-ADB-07, an Accidental Death Benefit Rider that was approved on September 10, 2007 and ULCL-WP-07 Rev, a Waiver of Premium Rider, that was approved by your department on February 20, 2008; and, and, USTR-09 a Strike Rider approved on September 9, 2009.

This policy form will be solicited by appointed agents to individual consumers. We presently intend to use a brochure in lieu of computer-generated illustrations.

Company and Contact

Filing Contact Information

Jan Spoede, Senior Associate, Product Development jspoede@texaslife.com

SERFF Tracking Number: METF-127047555 State: Arkansas
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 Company Tracking Number: WLSTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 Project Name/Number: /WLSTO-NI-11

P.O. Box 830 800-283-9233 [Phone] 6371 [Ext]
 Waco, TX 76703 254-745-6389 [FAX]

Filing Company Information

Texas Life Insurance Company CoCode: 69396 State of Domicile: Texas
 P.O. Box 830 Group Code: Company Type: Life
 Waco, TX 76703 Group Name: State ID Number:
 (800) 283-9233 ext. [Phone] FEIN Number: 74-0940890

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: Texas requires a filing fee of \$50.00 for filings of this kind.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Texas Life Insurance Company	\$50.00	03/21/2011	45820033
Texas Life Insurance Company	\$200.00	03/22/2011	45865580

SERFF Tracking Number: METF-127047555 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48296
 Company Tracking Number: WLSTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 Project Name/Number: /WLSTO-NI-11

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/24/2011	03/24/2011

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	03/22/2011	03/22/2011	Jan Spoede	03/22/2011	03/22/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Limited Payment Decreasing Face Value Whole Life Insurance Policy	Jan Spoede	03/23/2011	03/23/2011

SERFF Tracking Number: *METF-127047555* *State:* *Arkansas*
Filing Company: *Texas Life Insurance Company* *State Tracking Number:* *48296*
Company Tracking Number: *WLSTO-NI-11*
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single*
Product Name: *Limited Payment Decreasing Face Amount Whole Life Insurance Policy*
Project Name/Number: */WLSTO-NI-11*

Disposition

Disposition Date: 03/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: METF-127047555 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48296
 Company Tracking Number: WLSTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 Project Name/Number: /WLSTO-NI-11

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	Policy Cost and Benefit Statement		Yes
Supporting Document	No Illustration Certification		Yes
Form (revised)	Limited Payment Decreasing Face Value Whole Life Insurance Policy		Yes
Form	Limited Payment Decreasing Face Value Replaced Whole Life Insurance Policy		Yes
Form	Family Term Life Insurance Rider		Yes
Form	Accelerated Death Benefit Ricer		Yes
Form	Application		Yes
Form	Supplement to Application		Yes

SERFF Tracking Number: METF-127047555 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 48296
Company Tracking Number: WLSTO-NI-11
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
Project Name/Number: /WLSTO-NI-11

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/22/2011
Submitted Date 03/22/2011
Respond By Date 04/22/2011

Dear Jan Spoede,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$200.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: METF-127047555 State: Arkansas
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Company Tracking Number: WLSTO-NI-11
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
Project Name/Number: /WLSTO-NI-11

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/22/2011
Submitted Date 03/22/2011

Dear Linda Bird,

Comments:

Thank you for your letter today. The response is below.

Response 1

Comments: I added the additional \$200.00.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$200.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please let me know of any other revisions.

Sincerely,
Jan Spoede

SERFF Tracking Number: METF-127047555 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48296
 Company Tracking Number: WLSTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 Project Name/Number: /WLSTO-NI-11

Amendment Letter

Submitted Date: 03/23/2011

Comments:

Dear Ms. Bird,

You objected to the Suicide provision in our other filing that is very similar to this one, WLOTO-NI-11. We went ahead and revised the provision to comply with the statute. I have attached the revised policy form under the Form Schedule tab.

Yours truly,

Jan Spoede

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
WLSTO-NI-11	Policy/Contract/Certificate	Limited Payment Decreasing Face Value Whole Life Insurance Policy	Initial				56.600	Sched pg WLSTO-NI-11-2.pdf Sched pg WLSTO-NI-11-3.pdf Sched pg WLSTO-NI-11-4.pdf Sched pg WLSTO-NI-11-5.pdf Sched pg WLSTO-NI-11-9.pdf AR WLSTO-

SERFF Tracking Number: METF-127047555 *State:* Arkansas
Filing Company: Texas Life Insurance Company *State Tracking Number:* 48296
Company Tracking Number: WLSTO-NI-11
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
Project Name/Number: /WLSTO-NI-11

NI-11 Rev 3-
23-11.pdf

SERFF Tracking Number: METF-127047555 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48296
 Company Tracking Number: WLSTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 Project Name/Number: /WLSTO-NI-11

Form Schedule

Lead Form Number: WLSTO-MI-11 (California)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	11	Policy/Contract/Certificate	Limited Payment Decreasing Face Value Whole Life Insurance Policy	Initial		56.600	Sched pg WLSTO-NI-11-2.pdf Sched pg WLSTO-NI-11-3.pdf Sched pg WLSTO-NI-11-4.pdf Sched pg WLSTO-NI-11-5.pdf Sched pg WLSTO-NI-11-9.pdf AR WLSTO-NI-11 Rev 3-23-11.pdf
	11	Policy/Contract/Certificate: Amendment, Insert Page, Endorsement or Rider	Family Term Life Insurance Rider	Initial		60.100	ULCL-FIR-11 Fin Copy.pdf
	11	Policy/Contract/Certificate	Accelerated Death Benefit Rider	Initial		51.040	ULABR-11_Final_Copy.pdf

SERFF Tracking Number: METF-127047555 *State:* Arkansas
Filing Company: Texas Life Insurance Company *State Tracking Number:* 48296
Company Tracking Number: WLSTO-NI-11
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
Project Name/Number: /WLSTO-NI-11

Certificate:
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

11M009	Application/ Application Enrollment Form	Initial	56.600	11M009.pdf
11M010	Application/ Supplement to Enrollment Application Form	Initial	56.600	11M010 Suppl to App.pdf

SCHEDULE FOR CONTRACT NUMBER [CL0000011]

Form No.	Type of Coverage	Face Amount	Rate Class	Years Payable
WLSTO-NI-11	Limited Payment Whole Life Insurance	See Initial and Ultimate Amounts Below	[Non-Tobacco] [Standard-Express]	[30]
ULABR-11	Accelerated Death Benefit Rider			
[ULCL-FAM-11]	[Family Term] [Life Insurance Rider]	[10,000.00] Spouse [5,000.00] Child	[Standard]	[30]

Beneficiary - As stated in the application for this Contract unless changed in accordance with Contract provisions.

Owner [John Q. Doe] Insured..... [John Q. Doe]
 Issue Age..... [35] Issue Date [July 3, 2010]
 Contract Date [July 3, 2010] Final Policy Date [July 3, 2096]
 Initial Face Amount until [July 3, 2040] \$ [100,000.00]
 Ultimate Face Amount \$ [50,000.00]

Maximum Contract Loan Interest Rate 7.4% in advance

Premiums

	Annual	Semi-Annual	Monthly Electronic Transfer	Monthly Direct Bill
Base Plan	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]
Policy Fee	30.00	15.00	2.50	2.50
[Family Term Life Insurance Rider]	[44.00]	[47.00]	[44.50]	[13.00]
Total Premium	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]

SCHEDULE FOR CONTRACT NUMBER [CL0000011]

Form No.	Type of Coverage	Face Amount	Rate Class	Years Payable
WLSTO-NI-11	Limited Payment Whole Life Insurance	See Initial and Ultimate Amounts Below	[Non-Tobacco] [Standard-Express]	[30]
ULABR-11	Accelerated Death Benefit Rider			
[ULCL-FAM-11]	[Family Term] [Life Insurance Rider]	[10,000.00] Spouse [5,000.00] Child	[Standard]	[30]

Beneficiary - As stated in the application for this Contract unless changed in accordance with Contract provisions.

Owner [John Q. Doe] Insured..... [John Q. Doe]
 Issue Age..... [35] Issue Date [July 3, 2010]
 Contract Date [July 3, 2010] Final Policy Date [July 3, 2096]
 Initial Face Amount until [July 3, 2040] \$ [100,000.00]
 Ultimate Face Amount \$ [33,334.00]

Maximum Contract Loan Interest Rate 7.4% in advance

Premiums

	Annual	Semi-Annual	Monthly Electronic Transfer	Monthly Direct Bill
Base Plan	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]
Policy Fee	30.00	15.00	2.50	2.50
[Family Term Life Insurance Rider]	[44.00]	[47.00]	[44.50]	[13.00]
Total Premium	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]

SCHEDULE FOR CONTRACT NUMBER [CL0000011]

Form No.	Type of Coverage	Face Amount	Rate Class	Years Payable
WLSTO-NI-11	Limited Payment Whole Life Insurance	See Initial and Ultimate Amounts Below	[Non-Tobacco] [Standard-Express]	[30]
ULABR-11	Accelerated Death Benefit Rider			
[ULCL-FAM-11]	[Family Term] [Life Insurance Rider]	[10,000.00] Spouse [5,000.00] Child	[Standard]	[30]

Beneficiary - As stated in the application for this Contract unless changed in accordance with Contract provisions.

Owner [John Q. Doe] Insured..... [John Q. Doe]
 Issue Age..... [35] Issue Date [July 3, 2010]
 Contract Date [July 3, 2010] Final Policy Date [July 3, 2096]
 Initial Face Amount until [July 3, 2040] \$ [100,000.00]
 Ultimate Face Amount \$ [25,000.00]

Maximum Contract Loan Interest Rate 7.4% in advance

Premiums

	Annual	Semi-Annual	Monthly Electronic Transfer	Monthly Direct Bill
Base Plan	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]
Policy Fee	30.00	15.00	2.50	2.50
[Family Term Life Insurance Rider]	[44.00]	[47.00]	[44.50]	[13.00]
Total Premium	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]

SCHEDULE FOR CONTRACT NUMBER [CL0000011]

Form No.	Type of Coverage	Face Amount	Rate Class	Years Payable
WLSTO-NI-11	Limited Payment Whole Life Insurance	See Initial and Ultimate Amounts Below	[Non-Tobacco] [Standard-Express]	[30]
ULABR-11	Accelerated Death Benefit Rider			
[ULCL-FAM-11]	[Family Term] [Life Insurance Rider]	[10,000.00] Spouse [5,000.00] Child	[Standard]	[30]

Beneficiary - As stated in the application for this Contract unless changed in accordance with Contract provisions.

Owner [John Q. Doe] Insured..... [John Q. Doe]
 Issue Age..... [35] Issue Date [July 3, 2010]
 Contract Date [July 3, 2010] Final Policy Date [July 3, 2096]
 Initial Face Amount until [July 3, 2040] \$ [100,000.00]
 Ultimate Face Amount \$ [20,000.00]

Maximum Contract Loan Interest Rate 7.4% in advance

Premiums

	Annual	Semi-Annual	Monthly Electronic Transfer	Monthly Direct Bill
Base Plan	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]
Policy Fee	30.00	15.00	2.50	2.50
[Family Term Life Insurance Rider]	[44.00]	[47.00]	[44.50]	[13.00]
Total Premium	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]

SCHEDULE FOR CONTRACT NUMBER [CL0000011]

Form No.	Type of Coverage	Face Amount	Rate Class	Years Payable
WLSTO-NI-11	Limited Payment Whole Life Insurance	See Initial and Ultimate Amounts Below	[Non-Tobacco] [Standard-Express]	[30]
ULABR-11	Accelerated Death Benefit Rider			
[ULCL-FAM-11]	[Family Term] [Life Insurance Rider]	[10,000.00] Spouse [5,000.00] Child	[Standard]	[30]

Beneficiary - As stated in the application for this Contract unless changed in accordance with Contract provisions.

Owner [John Q. Doe] Insured..... [John Q. Doe]
 Issue Age..... [35] Issue Date [July 3, 2010]
 Contract Date [July 3, 2010] Final Policy Date [July 3, 2096]
 Initial Face Amount until [July 3, 2040] \$ [100,000.00]
 Ultimate Face Amount \$ [75,000.00]

Maximum Contract Loan Interest Rate 7.4% in advance

Premiums

	Annual	Semi-Annual	Monthly Electronic Transfer	Monthly Direct Bill
Base Plan	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]
Policy Fee	30.00	15.00	2.50	2.50
[Family Term Life Insurance Rider]	[44.00]	[47.00]	[44.50]	[13.00]
Total Premium	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]

TEXASLIFE INSURANCE COMPANY

Since 1901 | 900 WASHINGTON | POST OFFICE BOX 830 | WACO, TEXAS 76703-0830

WE PROMISE TO PAY THE Insurance Proceeds to the Beneficiary, subject to the provisions of this Contract, when We receive due proof of the Insured's death. Payment will be made only if this Contract is in force on the date of such Insured's death.

THE CONSIDERATION FOR THIS CONTRACT is the application hereof and the payment in advance of the premiums in accordance with the terms and conditions of this Contract. The first premium is payable on or before delivery of this contract. The amount of and the interval between planned premiums are shown in the Schedule.

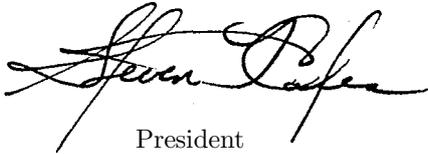
Insured: [John Q. Doe]		
Initial Face Amount: \$ [100,000.00]	Ultimate Face Amount \$ [20,000.00]	Issue Date: [July 3, 2010]

This is a legal Contract. Read Your Contract carefully.

30 DAY RIGHT TO EXAMINE CONTRACT.

You may return this Contract to Us or to Our agent within 30 days after You receive it. If You return the Contract within this time period We will refund all of the premium You have paid. The Contract will then be void from the beginning.

SIGNED BY TEXAS LIFE INSURANCE COMPANY, a stock company, at Waco, Texas, its Home Office, 900 Washington Avenue on the Contract Date of this Contract.


President


Secretary

LIMITED PAYMENT DECREASING FACE AMOUNT WHOLE LIFE INSURANCE

Life insurance payable if the Insured dies prior to attained age 121. Premiums payable for twenty years or to attained age 65, if later. Initial and reduced ultimate face amount as shown on page 3. Cash value less Contract Loan payable upon surrender. Non-participating. No dividends. Rate class as shown on page 3.

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SCHEDULE FOR CONTRACT NUMBER [CL0000006]

Form No.	Type of Coverage	Face Amount	Rate Class	Years Payable
WLSTO-NI-11	Limited Payment Whole Life Insurance	See Initial and Ultimate Amounts Below	[Non-Tobacco] [Standard-Express]	[30]
ULABR-11	Accelerated Death Benefit Rider			
[ULCL-FAM-11]	[Family Term] [Life Insurance Rider]	[10,000.00] Spouse [5,000.00] Child	[Standard]	[30]

Beneficiary - As stated in the application for this Contract unless changed in accordance with Contract provisions.

Owner [John Q. Doe] Insured..... [John Q. Doe]
 Issue Age..... [35] Issue Date [July 3, 2010]
 Contract Date [July 3, 2010] Final Policy Date [July 3, 2096]
 Initial Face Amount until [July 3, 2040] \$ [100,000.00]
 Ultimate Face Amount \$ [20,000.00]

Maximum Contract Loan Interest Rate 7.4% in advance

Premiums

	Annual	Semi-Annual	Monthly Electronic Transfer	Monthly Direct Bill
Base Plan	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]
Policy Fee	30.00	15.00	2.50	2.50
[Family Term Life Insurance Rider]	[44.00]	[47.00]	[44.50]	[13.00]
Total Premium	\$[1,134.00]	\$ [567.00]	\$ [94.50]	\$ [96.50]

Section — 1 Definitions

In this Contract, the following words mean:

Attained Age - The Issue Age shown on page 3 increased by 1 on each Contract Anniversary Date. For example, if the Issue Age is 35, then the Attained Age on the 5th Contract Anniversary Date is 40 (35 plus 5). This includes any period during which the Contract was lapsed.

Beneficiary - The person, persons or entity named in writing by You to receive the Insurance Proceeds at the Insured's death while this Contract is in force.

Contract Anniversary Date - The same day and month as the Issue Date shown on page 3 for each year.

Contract Year - The interval of time from the Issue Date to the first Contract Anniversary Date, and between consecutive Contract Anniversary Dates.

Contract Loan - The sum of any unpaid Contract Loans and any accrued and unpaid Contract Loan interest.

Insurance Proceeds - The total amount of money We will pay the Beneficiary at the death of the Insured if this Contract is then in force.

Insured - The person whose life is insured under the terms of this Contract. See page 3.

You, Your - The owner of this Contract. The owner may be someone other than the Insured.

We, Our, Us - Texas Life Insurance Company at its Home Office.

Written Request - A writing to exercise any rights under this Contract, appropriately signed and received by Us at Our Home Office in Waco, Texas, on forms that We supply or accept. We may also require that the Contract be sent to Us with any Written Request.

Section — 2 Table of Guaranteed Non-forfeiture Values

End of Contract Year	Guaranteed Cash Value	Reduced Paid-Up Insurance
1	\$ 0.00	\$ 0
2	0.00	0
3	40.00	0
4	472.00	300
5	916.00	2,700
6	1,370.00	5,000
7	1,833.00	7,100
8	2,303.00	9,100
9	2,776.00	11,000
10	3,254.00	12,700
11	3,735.00	14,300
12	4,223.00	15,700
13	4,720.00	17,100
14	5,223.00	18,300
15	5,727.00	19,500
16	6,228.00	20,500
17	6,719.00	21,400
18	7,194.00	22,200
19	7,644.00	22,900
20	8,062.00	23,400
21	8,444.00	23,800
22	8,789.00	24,000
23	9,096.00	24,100
24	9,353.00	24,000
25	9,546.00	23,900
At Age 60	9,353.00	23,900
At Age 65	9,299.00	20,000

On request, We will provide values for Contract Years not shown.

Guaranteed interest rate - 5% a year.

Mortality Table - Commissioners 2001 Standard Ordinary Mortality Table (80) unisex, smoker distinct.

Section — 3 Death Benefits

3.1 Insurance Proceeds

The Insurance Proceeds are the sum of (a) plus (b) minus (c) minus (d), where:

- (a) is (i) the Initial Face Amount as shown on page 3, during the period the contract is in force from the Contract Date until the later of the 20th Contract Anniversary Date or the Contract Anniversary Date on which the Insured reaches the Attained Age of 65, or (ii) thereafter, while the contract is in force, the Ultimate Face Amount, as shown on page 3;
- (b) is any part of a premium paid for coverage beyond the Contract month in which the Insured dies;
- (c) is any premium due (not more than one month's part of the premium); and,
- (d) is any Contract Loan.

3.2 Payment of Insurance Proceeds

When We receive due proof that the Insured died while this Contract was in force We will pay the Insurance Proceeds, as of the date of death, to the Beneficiary. Unless otherwise requested under Section 8, "Optional Income Plans", on page 10, We will pay the Insurance Proceeds in one sum or by placing the amount in an account that earns interest. The Beneficiary will have immediate access to all or any part of the account. Payment of the Insurance Proceeds terminates the Contract. We will pay the Insurance Proceeds within the time required by the law of the State of Arkansas.

We will pay interest on any Insurance Proceeds due. The interest will be an amount that is the greater of:

- (a) the amount required by the law of the State of Arkansas; or
- (b) the amount of interest on the Insurance Proceeds accrued at the current rate of interest for non-life income plans as described in Section 8.6, "Income Plan Rates", on page 11 from the date We received due proof of the Insured's death to the date of payment.

Section — 4 Premiums and Reinstatement

4.1 Payment of Premiums

The benefits of Your Contract depend on the payment of premiums when due. Premiums are payable, while the Insured is alive, on or before their due dates as shown in the premium schedule on page 3. Premiums may be paid at Our Home Office or any other office We designate. Premiums after the first may be payable to one of Our agents. You may request a receipt signed by one of Our officers.

You may change the frequency of payment with Our approval.

4.2 Grace Period

After the first premium is paid, there will be a grace period of 31 days after each premium due date to pay the premium. If the Insured dies during a grace period, the Insurance Proceeds will still be payable. No less than 30 days before the end of the grace period We will notify You in writing of the Contract entering the grace period. We will also notify any assignee recorded on Our record. All notices will be sent to the last address We have for You and any assignee.

4.3 Automatic Contract Loan

Each premium that remains unpaid at the end of the grace period may be paid by an automatic Contract Loan if:

- (a) You ask Us to do so in the application for Your Contract or in writing while no premium is due and unpaid; and,
- (b) Your Contract has enough cash value to pay the premium.

You may cancel this provision at any time and resume premium payments as scheduled.

4.4 Non-Payment of Premiums

If any premium due is not paid by the end of its grace period, your Contract will end on the due date of that premium. However, after this Contract has guaranteed cash value as first shown in the Table of Guaranteed Non-forfeiture Values on page 5, you may choose either reduced paid-up insurance or cash.

- (a) **Reduced Paid-Up Insurance** - You may choose to continue insurance for the lifetime of the Insured but for a reduced amount. The Contract Loan provisions will continue to apply. Benefits provided by any riders will end.
- (b) **Cash** - Instead of continuing insurance coverage, you may surrender Your Contract for its cash value.

You will automatically receive reduced paid-up insurance unless You contact Us within 60 days from the due date of the first unpaid premium and elect to surrender Your policy for its cash value.

At any time, the guaranteed cash value of any paid-up insurance is equal to the net single premium for such insurance at the Insured's then attained age. The guaranteed cash value will not decrease during the first 3 months after the due date of the first unpaid premium. Also, the guaranteed cash value will not decrease for the first 31 days after the end of a Contract Year.

Guaranteed cash values, insurance benefits and net single premiums are computed on the basis of immediate payment of death claims and refund of premiums beyond the end of the month in which the Insured dies. The guaranteed interest rate and mortality tables used are shown on page 5.

4.5 Reinstatement

If You have stopped paying premiums and You have not surrendered Your Contract for its cash value, You may reinstate the Contract while the Insured is alive if You:

- (a) Request reinstatement within 3 years of the due date of the first unpaid premium;
- (b) Provide evidence of insurability satisfactory to us;
- (c) Pay all overdue premiums to the date of reinstatement with compound interest at the rate of 6% a year; and
- (d) Repay any Contract Loan in effect on the due date of the first unpaid premium, plus any Contract Loan taken after that. Compound interest to the date of reinstatement will be charged on any unpaid loan at the applicable Contract Loan interest rate, as would have been charged if all due premiums had been paid.

Any cash value that Your Contract would have after reinstatement may be taken as a Contract Loan and used toward the payment required to make reinstatement.

After 3 years from the due date of the first unpaid premium, the Contract may be reinstated subject to the conditions We set.

Section — 5 Contract Values

5.1 Cash Value

Your Contract has a cash value while the Insured is alive. The cash value is the total of: The guaranteed cash value; minus any Contract Loan. If all due premiums have been paid, the guaranteed cash value is as shown in the Table of Values on page 5. There are several ways you can use all or part of the cash value:

- (a) take a Contract Loan from us;
- (b) surrender the Contract to Us for its full cash value; or,
- (c) if You stop paying premiums, the cash value may be used to continue insurance for the Insured's lifetime at a reduced amount.

5.2 Surrender

While the Insured is alive You may by Written Request surrender this Contract for its cash value less any Contract Loan. We will pay You the surrender amount in a lump sum, subject to the Deferment provision on page 10. The amount will be determined as of the date the Written Request is received. If You request to surrender this Contract then all of Our obligations under it will end.

In lieu of a lump sum payment, You may ask that the surrender amount be applied under one of the Optional Income Plans. Upon surrender of this Contract during the grace period and within 30 days after a Contract Anniversary Date, the surrender amount will not be less than it would have been on such date.

Section — 6 Contract Loans

6.1 Contract Loan

While this Contract is in force You may receive cash from Us by taking a Contract Loan if:

- (a) You have paid at least 3 years of premium, or reached the third Contract Anniversary, whichever occurs first;
- (b) You make a Written Request; and
- (c) You assign this Contract to Us as sole security.

The most you can borrow is the cash value at the end of the current Contract Year less any unpaid premiums for that year and loan interest to the end of that year. If there is an existing loan You can increase it. On any Monthly Anniversary Date the total Indebtedness equals or exceeds the Cash Value, this Contract will enter the grace period. You will receive a notice of this event and its effect as described in Section 4.2, “Grace Period”, on page 6.

Loan interest is charged daily. The rate of interest on Contract Loans is shown in the Schedule on page 3.

6.2 Contract Loan Repayment

You may repay all or part (but not less than \$50) of a Contract Loan at any time while the Insured is alive.

6.3 Contract Termination

Your Contract will end whenever the amount of Your Contract Loan plus loan interest is more than the guaranteed cash value.

We will mail a notice to You at least 31 days before termination. You will receive a notice of this event and its effect as described in Section 4.2, “Grace Period”, on page 6. You can prevent termination by making sufficient repayment of the loan.

Section — 7 General Provisions

7.1 Contract

This Contract, a copy of the application attached to it and any riders and endorsements make up the entire Contract between You and Us. All statements made in the application will be considered representations and not warranties. Also, We will not use any statement to void this Contract or defend against any claim made under it unless it is contained in the application. Only Our President or Our Secretary together with one of Our Vice Presidents have the authority to make any changes in this Contract. No other person has the authority to alter or waive any provision of this Contract. Any change must be in writing.

Any additional benefit rider attached to this Contract will become a part of this Contract and will be subject to all the terms and conditions of this Contract, unless We state otherwise in the rider.

7.2 Your Rights

You can exercise Your rights under this Contract while the Insured is alive by making a Written Request. We will also require a Written Request from the assignee if Your Contract is assigned as collateral. We will also require a Written Request from the Beneficiary if You have not reserved the right to change the Beneficiary.

7.3 Misstatement Of Age

If the Insured’s Issue Age on the Issue Date is not correct as shown on page 3, We will adjust the benefits under this Contract. The adjusted benefits will be those which the premium paid would have bought at the correct Issue Age.

7.4 Suicide

If the Insured commits suicide, while sane or insane, within two years from the Issue Date, this Contract will immediately terminate, and We will not pay the Insurance Proceeds. The amount We will pay shall be limited to the premiums We actually received for this Contract reduced by the amount of any Contract Loan and accrued loan interest then outstanding.

7.5 Incontestability

Except for nonpayment of premiums, this Contract will be incontestable after it has been in force during the lifetime of the Insured for two years from the earlier of the Contract Date or the Issue Date. This provision does not apply to any rider that contains its own incontestability clause.

If this Contract is reinstated, We will not contest the reinstatement after it is again in force during the lifetime of the Insured for two years from the effective date of the reinstatement. For this purpose, if We contest the reinstatement, the contest will be based upon material statement(s) only made in the application for reinstatement.

7.6 Beneficiary

Unless You choose otherwise, any payment to beneficiaries will be paid based on the following order of priority. Payment will be made to:

- (a) The Beneficiary. If more than one Beneficiary is then living, we will pay them in equal shares unless You specify otherwise.
- (b) The contingent Beneficiary, if no Beneficiary is living when a payment is due. If more than one contingent Beneficiary is then living, we will pay them in equal shares unless You specify otherwise.
- (c) The estate of the Insured, if no Beneficiary or contingent Beneficiary is living when payment is due. This payment will be in one sum.

You may change the Beneficiary by Written Request. Unless You specify otherwise, You will not need the permission of the Beneficiary to make another change in the future.

7.7 Computation of Values

We have filed in the state of Arkansas, where this Contract is issued, a detailed statement showing how Contract benefits and reserves are calculated. All values are at least as great as the values required by that state. We use the 2001 Commissioners' Standard Ordinary Mortality Table (80) Non-Smoker U Age Last Birthday, and the 2001 Commissioners' Standard Ordinary Mortality Table (80) Smoker U Age Last Birthday, to calculate minimum Cash Values. To calculate reserves, we use the 2001 Commissioner's Standard Ordinary Mortality Table Sex Distinct Smoker/Non-Smoker Age Last Birthday. The interest rate used to calculate minimum Cash Values is 5.00% per annum. Reserves are calculated by using a modified preliminary term method, but they are not less than the Commissioners' Reserve Valuation Method reserves. Reserves held on this Contract will never be less than the Cash Value.

All computations assume that premiums are paid annually and that deaths during a Contract Year occur immediately. Any benefits provided by attached riders are excluded from these computations.

7.8 Ownership

As owner, You may by Written Request exercise all rights under Your Contract while the Insured is alive. You may name a contingent owner should You die before the death of the Insured.

7.9 Change of Ownership

By Written Request You may name a new owner at any time. If You designate a new owner, it will not change the Beneficiary or contingent Beneficiary, unless You specify otherwise. The new owner can exercise all the rights of ownership, unless You specify otherwise. No change is binding on Us until We record it. Once recorded, the change binds Us as of the date You signed it. The change will not apply to any payment made by Us before We record Your Written Request.

7.10 Collateral Assignment

Your Contract may be collaterally assigned. We are not bound by the assignment unless You make a Written Request. No assignment is binding on Us until We record it. We are not responsible for determining if Your assignment is valid or the extent of the assignee's interest.

7.11 Nonparticipating

This Contract does not participate in any distribution of surplus. No dividends are payable.

7.12 Deferment

We may delay paying the Cash Value for up to 6 months from the date We receive Your Written Request for payment. If We delay for 30 days or more, interest will be paid from the date We receive the request at the rate We set from time to time. We also may delay making a Contract loan, except for a loan to pay a premium, for up to 6 months from the date We receive Your Written Request for the loan.

7.13 Tax Considerations

You are encouraged to consult a qualified tax advisor. Neither We nor Our agents are authorized to give tax or legal advice. The following is not intended as tax advice, and it is not a complete statement of what the effect of federal income taxes will be under all circumstances. Rather, it provides information about how We believe the tax law applies in the most common circumstances. There is no guarantee that the current federal income tax laws and regulations or interpretations will remain the same, and this provision should not be construed to mean that the Insurance Proceeds and or other values will be exempt from the future actions of any tax authority.

We believe that We have taken adequate steps so that this Contract is considered life insurance for tax purposes, and that the Contract is designed to comply with Sections 7702 and 7702A of the Internal Revenue Code of 1986, or any other equivalent section of the Code.

Your individual situation, or that of any Beneficiary, will determine the federal estate taxes and state and local estate, inheritance or other taxes due if You or the Insured die.

7.14 Electronic Documents

This Contract or any notice, Written Request, or report or other document described by this Contract may be delivered in electronic format if:

- (a) applicable law permits delivery of such document in an electronic format; and
- (b) You and We agree to electronic delivery in an agreement that specifies the method of delivery and documents covered and that complies with all applicable laws.

7.15 Governing Law

This Contract is subject to the laws of the state of Arkansas. If any provision of the Contract does not conform to these laws, the Contract will be applied to conform to the law.

Section — 8 Optional Income Plans

The Insurance Proceeds, instead of being paid in one sum, may be applied under one or more of the following Income Plans. Also, at any time while the Contract is in force and the Insured is alive, You may by Written Request ask that:

- (a) all or a part of the Cash Value less any Indebtedness of this Contract be applied under a non-life income plan (a plan which provides a schedule of payments which is not dependent on the lifetime of the payee); or
- (b) all or a part of the Cash Value less any Indebtedness of this Contract be applied under a life income plan (a plan which provides a schedule of payments which depends on the lifetime of one or more payees and which may guarantee that payments will be made for at least a specified number of years).

If only a part of the Cash Value is to be applied, We will pay the balance of the value to You in a single sum. If only a part of the Insurance Proceeds is to be applied after the Insured dies, We will pay the balance of the Insurance Proceeds to the Beneficiary.

8.1 Non-Life Income Plans

Available with respect to the Insurance Proceeds or Cash Value less Indebtedness.

- Option 1.** Interest Income — The amount applied will earn interest which will be paid monthly. Withdrawals of at least \$500 each may be made at any time by Written Request.
- Option 2.** Installment Income for a Stated Period — We will pay monthly installment payments so that the amount applied, with interest, will be paid over the period chosen (from 1 to 30 years). See Table 1.
- Option 2A.** Installment Income of a Stated Amount — We will pay monthly installment payments of a chosen amount until the entire amount applied, with interest, is paid.

8.2 Life Income Plans

Available with respect to the Insurance Proceeds or Cash Value less Indebtedness.

- Option 3.** Single Life Income - With Guaranteed Payment Period — We will pay monthly payments during the lifetime of the payee with a chosen guaranteed payment period of 10, 15 or 20 years. See Table 2.
- Option 3A.** Single Life Income — Installment Refund — We will pay monthly payments during the lifetime of the payee. If the payee dies before the total amount applied under this plan has been paid, the remainder will be paid in one sum as a death benefit. See Table 2.
- Option 4.** Joint and Survivor Life Income — We will pay monthly payments jointly to two persons during their lifetime and will continue during the remaining lifetime of the survivor. See Table 3.

8.3 Other Frequencies and Plans

Instead of monthly payments, You may choose to have payments made quarterly, semiannually or annually. Other Income Plans may be arranged which are mutually agreeable to You and Us.

8.4 Choice of Income Plans

A choice of Income Plan for any Insurance Proceeds made by You while the Insured is alive will take effect when the Insured dies. All other choices of Income Plans will take effect when recorded by Us, or later, if requested. When an Income Plan starts, We will issue an agreement which will describe the terms of the plan. We may require that You send Us this Contract. We may also require proof of the payee's age.

Income Plans may be chosen:

- (a) By You during the lifetime of the Insured.
- (b) By the Beneficiary within one year after the date the Insured dies and before any payment has been made to the Beneficiary, if no election was in effect on the date of death.

A choice of an Income Plan will not become effective unless each payment under the plan would be at least \$50.

8.5 Limitations

If the payee is not a natural person, the choice of an income plan will be subject to Our approval.

Income plan payments may not be assigned and, to the extent permitted by law, will not be subject to the claims of creditors.

8.6 Income Plan Rates

Amounts applied under the non-life income plans will earn interest at a rate We set from time to time. That rate will never be less than 3% a year.

Life income plan payments will be based on a rate set by Us and in effect on the date the Insurance Proceeds become payable or on the date the Cash Value less Indebtedness is applied. The minimum rates are shown in Tables 2 and 3 following, and are based upon the 2000 Mortality Table for individual annuities and a guaranteed interest rate of 3% per annum.

8.7 Minimum Payments under Optional Income Plans

Monthly payments under Options 2, 3, and 4 for each \$1,000 applied will not be less than the amount shown in the following Tables. Monthly life income payments will not be less than those that would be provided to a person in the same class as the Insured by a single payment immediate annuity bought with an equal amount at the time monthly payments start.

Section — 9 Tables For Optional Income Plans

Table 1

Installment Income for a Stated Period
MONTHLY PAYMENTS FOR EACH \$1,000 APPLIED

YEARS PAYABLE	MONTHLY PAYMENT	YEARS PAYABLE	MONTHLY PAYMENT	YEARS PAYABLE	MONTHLY PAYMENT
1	\$84.47	11	\$8.86	21	\$5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.27
10	9.61	20	5.51	30	4.18

Annual, semi-annual or quarterly payments will be determined by multiplying the monthly payment by 11.838, 5.963 or 2.991, respectively.

Table 2

Single Life Income
 GUARANTEED PAYMENT PERIOD OR INSTALLMENT REFUND

AGE	LIFE ONLY	GUARANTEED PERIOD			INSTALLMENT REFUND
		10 YEARS	15 YEARS	20 YEARS	
35	3.22	3.22	3.21	3.21	3.22
36	3.25	3.24	3.24	3.23	3.24
37	3.28	3.27	3.27	3.26	3.27
38	3.31	3.30	3.30	3.29	3.30
39	3.34	3.34	3.33	3.32	3.34
40	3.38	3.37	3.36	3.35	3.37
41	3.41	3.41	3.40	3.39	3.41
42	3.45	3.44	3.44	3.42	3.44
43	3.49	3.48	3.47	3.46	3.48
44	3.53	3.52	3.51	3.50	3.52
45	3.57	3.57	3.55	3.54	3.57
46	3.62	3.61	3.60	3.58	3.61
47	3.67	3.66	3.64	3.62	3.66
48	3.72	3.71	3.69	3.66	3.71
49	3.77	3.76	3.74	3.71	3.76
50	3.83	3.81	3.79	3.76	3.81
51	3.89	3.87	3.85	3.81	3.87
52	3.95	3.93	3.90	3.86	3.93
53	4.01	3.99	3.96	3.92	3.99
54	4.08	4.06	4.02	3.97	4.06
55	4.15	4.13	4.09	4.03	4.13
56	4.23	4.20	4.16	4.09	4.20
57	4.31	4.28	4.23	4.15	4.28
58	4.40	4.36	4.30	4.22	4.36
59	4.49	4.45	4.38	4.28	4.45
60	4.59	4.54	4.46	4.35	4.54
61	4.69	4.63	4.55	4.42	4.63
62	4.80	4.73	4.64	4.49	4.74
63	4.92	4.84	4.73	4.57	4.84
64	5.04	4.95	4.83	4.64	4.96
65	5.18	5.07	4.93	4.71	5.08
66	5.32	5.20	5.03	4.78	5.20
67	5.47	5.33	5.14	4.85	5.34
68	5.64	5.47	5.25	4.92	5.48
69	5.82	5.62	5.36	4.99	5.63
70	6.01	5.78	5.47	5.05	5.79
71	6.21	5.94	5.58	5.11	5.95
72	6.44	6.11	5.70	5.17	6.13
73	6.68	6.29	5.81	5.22	6.31
74	6.94	6.48	5.92	5.27	6.49
75	7.22	6.67	6.03	5.31	6.69
76	7.52	6.86	6.13	5.35	6.89
77	7.85	7.06	6.22	5.38	7.09
78	8.21	7.26	6.31	5.40	7.30
79	8.60	7.46	6.39	5.43	7.51
80	9.02	7.66	6.47	5.45	7.71

Values for ages not shown will be furnished upon request.

Table 3

Joint and Survivor Life Income
 MINIMUM AMOUNT OF EACH MONTHLY PAYMENT FOR EACH \$1,000 APPLIED

AGE	AGE OF SECOND PARTICIPANT								
	40	45	50	55	60	65	70	75	80
40	3.14	3.20	3.25	3.29	3.32	3.34	3.35	3.36	3.37
41	3.15	3.22	3.27	3.31	3.34	3.37	3.38	3.39	3.40
42	3.17	3.24	3.29	3.34	3.37	3.40	3.42	3.43	3.44
43	3.18	3.25	3.32	3.37	3.41	3.43	3.45	3.47	3.48
44	3.19	3.27	3.34	3.39	3.44	3.47	3.49	3.51	3.52
45	3.20	3.29	3.36	3.42	3.47	3.50	3.53	3.55	3.56
46	3.21	3.30	3.38	3.45	3.50	3.54	3.57	3.59	3.60
47	3.22	3.32	3.40	3.48	3.54	3.58	3.61	3.63	3.65
48	3.23	3.33	3.43	3.51	3.57	3.62	3.66	3.68	3.70
49	3.24	3.35	3.45	3.53	3.61	3.66	3.70	3.73	3.75
50	3.25	3.36	3.47	3.56	3.64	3.70	3.75	3.78	3.80
51	3.26	3.37	3.49	3.59	3.68	3.75	3.80	3.83	3.85
52	3.27	3.39	3.51	3.62	3.71	3.79	3.85	3.89	3.91
53	3.27	3.40	3.53	3.65	3.75	3.84	3.90	3.94	3.97
54	3.28	3.41	3.54	3.67	3.79	3.88	3.95	4.00	4.04
55	3.29	3.42	3.56	3.70	3.83	3.93	4.01	4.06	4.10
56	3.29	3.43	3.58	3.73	3.86	3.98	4.07	4.13	4.17
57	3.30	3.44	3.60	3.75	3.90	4.03	4.12	4.20	4.24
58	3.31	3.45	3.61	3.78	3.94	4.07	4.19	4.27	4.32
59	3.31	3.46	3.63	3.80	3.97	4.12	4.25	4.34	4.40
60	3.32	3.47	3.64	3.83	4.01	4.17	4.31	4.42	4.49
61	3.32	3.48	3.66	3.85	4.04	4.22	4.38	4.49	4.58
62	3.32	3.48	3.67	3.87	4.08	4.27	4.44	4.58	4.67
63	3.33	3.49	3.68	3.89	4.11	4.32	4.51	4.66	4.77
64	3.33	3.50	3.69	3.91	4.14	4.37	4.58	4.75	4.87
65	3.34	3.50	3.70	3.93	4.17	4.42	4.65	4.84	4.97
66	3.34	3.51	3.71	3.95	4.20	4.47	4.72	4.93	5.09
67	3.34	3.52	3.72	3.96	4.23	4.52	4.79	5.02	5.20
68	3.35	3.52	3.73	3.98	4.26	4.56	4.86	5.12	5.32
69	3.35	3.53	3.74	3.99	4.29	4.61	4.93	5.22	5.45
70	3.35	3.53	3.75	4.01	4.31	4.65	5.00	5.32	5.58
71	3.35	3.53	3.75	4.02	4.34	4.69	5.06	5.42	5.71
72	3.35	3.54	3.76	4.03	4.36	4.73	5.13	5.52	5.85
73	3.36	3.54	3.77	4.04	4.38	4.77	5.20	5.62	5.99
74	3.36	3.54	3.77	4.05	4.40	4.80	5.26	5.72	6.14
75	3.36	3.55	3.78	4.06	4.42	4.84	5.32	5.82	6.28
76	3.36	3.55	3.78	4.07	4.43	4.87	5.38	5.92	6.43
77	3.36	3.55	3.79	4.08	4.45	4.90	5.43	6.01	6.58
78	3.36	3.55	3.79	4.09	4.46	4.93	5.48	6.11	6.73
79	3.37	3.56	3.79	4.10	4.48	4.95	5.53	6.20	6.88
80	3.37	3.56	3.80	4.10	4.49	4.97	5.58	6.28	7.02

Values for ages not shown will be furnished upon request.

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TEXASLIFE INSURANCE
COMPANY

Since 1901 | 900 WASHINGTON | POST OFFICE BOX 830 | WACO, TEXAS 76703-0830

LIMITED PAYMENT DECREASING FACE AMOUNT WHOLE LIFE INSURANCE

Life insurance is payable if the Insured dies before age 121.

Premiums payable for twenty years or to attained age 65, if later.

Initial and reduced ultimate face amount as shown on page 3.

Cash value less Contract Loan payable upon surrender. Non-participating. No dividends.

Rate class as shown on page 3.

TEXASLIFE INSURANCE COMPANY

Since 1901 | 900 WASHINGTON | POST OFFICE BOX 830 | WACO, TEXAS 76703-0830

Family Term Life Insurance Rider

PLEASE READ THIS RIDER CAREFULLY. THE WAITING PERIODS IN THE SUICIDE AND/OR INCONTESTABILITY PROVISIONS BEGIN ON THE EFFECTIVE DATE OF THIS RIDER AND MAY BE DIFFERENT FROM THOSE IN THE POLICY.

This rider is part of the Contract to which it is attached. It provides level term insurance on the life of any Insured Person. This rider is subject to the conditions and provisions of the Contract unless otherwise provided in this rider.

Section — 1 Insured Person

Insured Person means an Insured Child or an Insured Spouse.

An Insured Spouse is:

- (a) the Insured's spouse, or
- (b) a domestic or civil union partner of the Insured or other similar relationship, if, under the laws of the state of residence of the Insured, such partnership, union, civil union or other relationship would be required to have the same benefits under this Rider as are granted to a spouse in a marriage.

A person ceases to be an Insured Spouse upon the earlier of:

- (a) the Contract Anniversary Date on which the Insured Spouse's Attained Age is 70;
- (b) the date the Rider terminates; or
- (c) the effective date of the termination of the marriage, domestic partnership, civil union or other relationship that made the person an Insured Spouse by death, dissolution or otherwise.

An Insured Child is:

- (a) the natural child, step-child, or legally adopted child of the Insured who is less than 19 years of age on the date of the application; and
- (b) a child less than 19 years of age legally adopted by, or any child born to, the Insured after the date of application.

A newborn child will not become an Insured Child until 15 days after birth. A child ceases to be an Insured Child on the Contract Anniversary Date on which such child's Attained Age is 25. A step-child ceases to be an Insured Child upon the termination of the marriage of the Insured and the step-child's natural or legally adoptive parent by death, dissolution or otherwise.

Section — 2 Benefit

Upon receipt of due proof of death of any Insured Person, we will pay to the beneficiary the death benefit calculated as follows:

- (a) for an Insured Child, We will pay \$5,000;
- (b) for an Insured Spouse whose Attained Age is 65 or less, We will pay \$10,000; and
- (c) for an Insured Spouse whose Attained Age is 66 to 70, We will pay \$5,000.

Section — 3 Beneficiary

The Insured is the beneficiary of any benefit payable under this rider upon the death of an Insured Person unless the Insured Person is a child and the Insured is not the natural or legally adoptive parent of that child. In this case, the natural or legally adoptive parent married to the Insured will be the beneficiary of any benefit payable pursuant to this rider. If such beneficiary is then deceased, the benefit shall then be payable to the estate of the Insured Child.

Section — 4 Cost of Rider

The cost for this Rider is 13.00 per month.

Section — 5 Paid-Up Term Insurance

If the Insured dies while this rider is in force, the term insurance covering each Insured Person will become fully paid-up nonparticipating term insurance. The Amount of the Benefit is shown in Section 2 above. The Insured Spouse will be the owner of the paid-up term insurance for the Insured Spouse. The Insured Child who is at least age 18 will be the owner of the paid-up term insurance for the Insured Child. The Insured Child's parent married to the Insured at the time the Insured Child became an Insured Child will be the owner of such paid-up term insurance if the Insured Child is younger than age 18. If this parent is not living, the owner of the paid-up term insurance will be, in order of priority: the surviving parent of the Insured Child; or a legally appointed guardian for the Insured Child. For any child then alive and under the age of 15 days, such paid-up term insurance will commence when the Insured Child attains the age of 15 days.

This paid-up term insurance may be surrendered at any time for the sum of the net single premium for such insurance coverage. The basis for the net single premium will be:

- (a) Interest of 5% per year;
- (b) The Commissioner's 2001 Standard Ordinary Mortality Table (80) Male Composite;
- (c) Age last birthday; and
- (d) The assumption that deaths occur at the end of the Contract year.

The cash surrender value of any paid-up insurance surrendered within 30 days after a Contract Anniversary will be not less than the cash value on the anniversary.

The paid-up term insurance will expire on the earlier of:

- (a) the date the Insured Child ceases to be an Insured Person as described in Section 1; or
- (b) the later of 20 years or the Contract Anniversary Date on which the original Insured's Attained Age would have been 65, determined as if the Insured had not previously died.

Section — 6 Incontestability

We cannot contest this rider after it has been in force, during the Insured Person's lifetime, for two years from its date of issue, except for nonpayment of premium.

Section — 7 Suicide

If an Insured Person commits suicide, while sane or insane, within two years from the Effective Date of this rider and while this rider is in force, We will not pay the rider benefit.

Section — 8 Conversion Privilege for Insured Child

If this rider is in force, the term insurance of this rider may be converted to a new Contract on the life of each Insured Child on the earlier of:

- (a) The Contract Anniversary Date on which the Insured Child's Attained Age is 25; or
- (b) The expiry Date of this rider as shown in the Contract Specifications.

Evidence of insurability will not be required under this conversion privilege.

Request for conversion must be made by Written Request and required premium paid within 60 days prior to the Contract Anniversary Date on which the conversion privilege is available. The application must be signed by the person to be insured. If such person lacks legal capacity to contract, We will require a parent or legal guardian of the

child to sign the application. The new Contract will be dated and become effective on the date the Written Request is made.

The new Contract may be on any level premium life or endowment plan issued by Us on the date of conversion other than term insurance or multiple life or single premium insurance or one issued on a select underwriting basis, provided:

- (a) The new plan provides level death benefits;
- (b) The face amount is not greater than three times the Death Benefit for this rider as stated in the Contract Specifications; and
- (c) The face amount is not less than the minimum required by Us for the plan selected.

Premiums for the new Contract will be based on:

- (a) The Insured Child's insurance age on the date of conversion; and
- (b) The standard premium rates used by Us on the date of conversion for the plan selected.

The period of time stated in the suicide and incontestability provisions of any new Contract to which this rider is converted will run from the date of issue of this rider.

Section — 9 Termination of Rider

This rider will terminate upon the earlier of:

- (a) The date any premium due is not paid as provided for;
- (b) The date the Contract terminates for any reason, subject to the provision for paid-up term insurance due to the death of the Insured;
- (c) Upon receipt of Your Written Request to terminate this rider; or,
- (d) The later of the twentieth Contract Anniversary Date or the Contract Anniversary Date on which the Insured's Attained Age is 65.

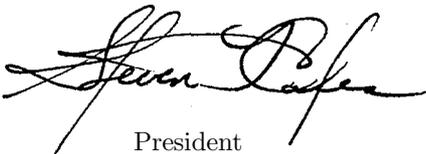
Section — 10 Reinstatement

If you wish to reinstate this rider, You must provide evidence of insurability of each Insured Person, in addition to any other reinstatement requirements stated in the Contract.

Section — 11 Effective Date

The effective date of this provision is the same as the Issue Date unless otherwise shown on the line below:

Effective Date: _____


President


Secretary

Accelerated Death Benefit Rider

Important Notice: Insurance Proceeds, cash values, and loan values will be reduced to zero and will not be paid if We pay You the Accelerated Death Benefit under this Rider.

Important Tax Notice: The Accelerated Death Benefit under this Rider is intended to qualify for favorable income tax treatment under §101(g) of the Internal Revenue Code of 1986 as amended by Public Law 104-191. If the Accelerated Death Benefit qualifies for such favorable tax treatment, the benefit will be excludable from your income and not subject to federal income taxation. Tax laws relating to acceleration of life insurance benefits are complex. **You should consult a qualified tax or legal advisor to determine the effect on You. Neither We nor Our agents are authorized to give tax or legal advice.**

Public Assistance Program Notice: Receipt of the Accelerated Death Benefit may affect your, your spouse's or your family's eligibility for medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You should consult a qualified tax or legal advisor and with social services agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Section — 1 Benefit

Subject to the terms of this Rider, We will pay You an Accelerated Death Benefit during the lifetime of the Insured, if the Insured is Terminally Ill. Upon payment of the Accelerated Death Benefit, the Contract and Our obligations under it terminate. Our obligations under any riders, endorsements and supplemental benefits attached to the Contract will be determined by their terms as if the Insured had died.

Section — 2 Definitions

Words defined in the Contract have the same meaning in this Rider unless otherwise indicated. In this Rider the following words mean:

Accelerated Death Benefit — means the amount payable under this Rider as defined below.

Insurance Proceeds — means the amount We would otherwise pay to the beneficiaries as described in the Contract upon the death of the Insured in the absence of this Rider.

Physician — means a legally qualified duly licensed practitioner of the healing arts under the laws of a state or territory of the United States, who is acting within the scope of his or her license. It does not include You, any member of Your immediate family, the Insured, any member of the Insured's immediate family, or any other person with an immediate financial interest in the payment of the Accelerated Death Benefit.

Terminally Ill — means an injury or sickness that, despite appropriate medical care, is reasonably expected to result in the Insured's death within twelve (12) months or less from the date We receive a Written Request making claim for payment of the Accelerated Death Benefit.

Section — 3 Amount of Accelerated Death Benefit

The amount of Accelerated Death Benefit is equal to the result of (a) multiplied times (b) minus the sum of (c) plus (d), where:

(a) is the Insurance Proceeds on the date the Accelerated Death Benefit is due and payable under this Rider;

- (b) is 92%;
- (c) is an administrative fee equal to the lesser of \$150.00 or 7% of the Insurance Proceeds; and,
- (d) is any due and unpaid (i) monthly premium if the Contract is whole life insurance or (ii) monthly deduction if the Contract is flexible premium life insurance.

Section — 4 Payment of Accelerated Death Benefit

We will pay the Accelerated Death Benefit if the Insured is diagnosed by a Physician as being Terminally Ill, *provided:*

- (a) the diagnosis of the terminal illness is first made at least ninety (90) days after the Effective Date of this Rider, unless such illness results from accidental bodily injury, in which case the 90-day waiting period will be waived;
- (b) any irrevocable beneficiary consents to the payment of the Accelerated Death Benefit in writing on a form We provide;
- (c) any assignee recorded on Our records to which the Contract is then collaterally assigned consents to the payment of the Accelerated Death Benefit in writing on a form We provide;
- (d) the Contract and this Rider are then in force;
- (e) a Physician provides Us a certified written medical opinion and supporting due proof satisfactory to Us that the Insured is Terminally Ill;
- (f) We receive the Contract, a Written Request making claim for payment of the Accelerated Death Benefit, and the Insured's authorization on a form We supply allowing Us to obtain and disclose information concerning the Insured; and,
- (g) upon demand, You and the Insured consent to a second medical diagnosis at Our expense by a Physician of Our choosing, in which case We may rely exclusively upon the second medical opinion to determine whether the Insured is Terminally Ill.

Payment due under this Rider will be paid to You in a single sum, and only once.

Section — 5 Limitation

The Accelerated Death Benefit will not be paid if upon the death of the Insured all or a portion of the Insurance Proceeds are payable to a former spouse or trustee as part of a divorce decree or property settlement, or child support order.

Section — 6 Statement of Payment and Benefit Payment Notice

When You make a claim for payment of the Accelerated Death Benefit by Written Request, within twenty days, We will give You a written statement detailing the following:

- (a) the amount payable if the claim is approved;
- (b) the fact that such payment reduces the Contract's Insurance Proceeds, cash values, and loan values to zero;
- (c) that Our obligations under the Contract and any riders, endorsements and supplemental benefits attached to it will then cease; and,
- (d) that no future benefits are payable to You or any other person or entity except that Our obligations under any riders, endorsements and supplemental benefits attached to the Contract will be determined by their terms as if the Insured had died.

If We pay You the Accelerated Death Benefit, We will give You a benefit payment notice containing the same information at the time of payment.

Section — 7 Termination

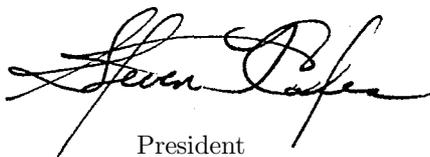
This Rider will end when any one of the following events occur:

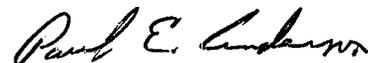
- (a) We receive Your Written Request to cancel this Rider; or,
- (b) the Contract terminates for the first time after the expiration of the Grace Period.

Section — 8 Effective Date

The effective date of this Rider is the same as the Issue Date unless otherwise shown on the line below:

Effective Date: _____


President


Secretary

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1st Deduction Date: _____ Employer: _____ Policy Number: _____

Proposed Insured Personal Information

Last Name	<input type="text"/>	SSN	<input type="text"/>
First Name	<input type="text"/>	Birth Date	<input type="text"/> Age ⁽¹⁾ <input type="text"/>
MI	<input type="text"/>	Sex	<input type="text"/>
		Hire Date	<input type="text"/>

Tier 1 **Within the past 12 months have you used tobacco in any form?** Yes No
Are you at work on a full-time basis, performing your usual duties? Yes No

Street/PO Box City State Zip

Phone: Day Evening Email

Beneficiary Name: Relationship:

Will proposed coverage replace or change any existing insurance or annuity policy? Yes No

(if "Yes" identify and complete replacement form.) Company Policy Number

Do you have existing insurance or annuities (including coverage with Texas Life)? Yes No If "Yes" complete the Existing Insurance Form *even if replacement is not contemplated.*

Coverage Information

Face Amount ⁽²⁾	<input type="text"/>	Plan of Insurance: _____
Premium	<input type="text"/>	Select Riders to be Added: <input type="checkbox"/> Family Term Rider <input type="checkbox"/> Accidental Death ⁽³⁾ <input type="checkbox"/> Waiver Premium ⁽³⁾ <input type="checkbox"/> Union Strike <input type="checkbox"/> Rider <input type="checkbox"/> Rider
Rider Premium	<input type="text"/>	Payroll is per: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Skip _____
Total Premium	<input type="text"/>	<input type="checkbox"/> I elect the Automatic Contract Loan provision to pay a premium overdue 30 days or more, if my policy has sufficient cash value.

Tier 2 Questions

(If answered "Yes" no coverage is offered, except as available under Tier 1 questions.)

During the last 12 months have you had, sought treatment or been treated for, been prescribed medication for, or been diagnosed by a member of the medical profession as having, any of the following:	Yes No
a. Cancer (excluding non-melanoma skin cancer)?	<input type="checkbox"/> <input type="checkbox"/>
b. Heart attack, coronary artery or valve disease, heart failure or cardiomyopathy?	<input type="checkbox"/> <input type="checkbox"/>
c. Alcohol or drug abuse?	<input type="checkbox"/> <input type="checkbox"/>
d. Diabetes for which the recommended treatment is insulin?	<input type="checkbox"/> <input type="checkbox"/>
e. Chronic obstructive pulmonary disease (COPD), emphysema or other chronic lung disease (excluding asthma)?	<input type="checkbox"/> <input type="checkbox"/>
f. Stroke or transient ischemic attack (TIA)?	<input type="checkbox"/> <input type="checkbox"/>
g. Chronic kidney disease or kidney failure (excluding kidney stones)?	<input type="checkbox"/> <input type="checkbox"/>
h. Parkinson's disease or paralysis?	<input type="checkbox"/> <input type="checkbox"/>
i. Cirrhosis of the liver or hepatitis (excluding Hepatitis A)?	<input type="checkbox"/> <input type="checkbox"/>
j. Acquired Immune Deficiency Syndrome or tested positive for the Human Immunodeficiency Virus (HIV) or its antibodies?	<input type="checkbox"/> <input type="checkbox"/>

Secondary Addressee — Available and valid only for residents of Florida

Under state law, I understand that I have the right to designate a secondary addressee or third party to receive notification of a possible lapse of my policy if I fail to pay premiums. I hereby designate:

Name Relationship Phone
 Street/PO Box City State Zip

(1) Age on Issue Date (2) or Face Amount purchased by premium shown, if less (3) Proposed insured (employee) issue ages 17-59

Additional Statements

For residents of [AL, DC, IN, and OR]: I received a summary description of the accelerated death benefit and Important Notice regarding Accelerated Death Benefit.

For residents of Arkansas: Any person who knowingly and with intent to defraud any insurance company or other person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For residents of Washington, DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment, and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

REPRESENTATIONS: I represent to the best of my knowledge and belief that all statements and answers in this application are complete, true and correctly recorded, and are made as a consideration for the insurance applied for. I understand that Texas Life Insurance Company will rely on my statements and answers as being true and complete in deciding whether to issue insurance on the proposed insured. Insurance is effective under the policy only when it is delivered to the owner, if the full first premium is paid in cash and all of the statements in this application remain correct and complete.

Proposed Insured
(Owner) Signature _____ Date _____ City _____ State _____

Agent Only: To the best of my knowledge the insurance applied for is is not to replace existing insurance or annuity.

I have delivered to the Proposed Insured the applicable forms and information described in Additional Statements above.

Enroller
Signature _____ Print
Enroller Name _____ Agent # _____

Florida Sales Only: Agent's Florida License Number _____

Interim Insurance

Interim insurance will be in force on the application date if these conditions are met: (1) the insurance is purchased through payroll deduction or through your membership in a union or association; (2) you sign a Salary Deduction Authorization or Bank Draft Authorization Form (union and association members only); and, (3) you are insurable at standard rates under Our rules and usual practice. Interim insurance remains in effect until the earlier of: (a) the Policy Date; (b) the date We decline the application; (c) the date We notify you that you are ineligible for interim insurance; or, (d) the 180th day after the application date.

Supplement to Application from (Employee): _____
 Employee Social Security: _____ Application Date: _____

1. Within the past five years, have you: a. Consulted a physician, been observed at a hospital or clinic, or been advised to have a surgical operation? b. Had an X-ray, EKG, lab test, blood test, or any other medical test or study? c. Used heroin, cocaine, marijuana, PCP, or any other narcotic, hallucinogenic, sedative or legally controlled substance, except as prescribed by a physician? d. Been diagnosed or treated by a member of the medical profession as having AIDS (Acquired Immune Deficiency Syndrome) or the HIV (Human Immunodeficiency Virus) infection?	Yes	No
a. <input type="checkbox"/> <input type="checkbox"/> b. <input type="checkbox"/> <input type="checkbox"/> c. <input type="checkbox"/> <input type="checkbox"/> d. <input type="checkbox"/> <input type="checkbox"/>		
2. Within the past ten years, have you been diagnosed with or been treated for: a. Alcohol or drug abuse, or disorder of the stomach, liver, intestines, or kidneys? b. Cancer, tumor, diabetes, or disorder of the blood? c. Asthma, lung disease, seizure, depression, or mental, psychiatric, or neurologic disorder? d. Heart or circulatory disease or abnormality, chest pain, shortness of breath, murmur, stroke, or high blood pressure?	Yes	No
a. <input type="checkbox"/> <input type="checkbox"/> b. <input type="checkbox"/> <input type="checkbox"/> c. <input type="checkbox"/> <input type="checkbox"/> d. <input type="checkbox"/> <input type="checkbox"/>		
3. Are you taking any prescribed medication at regular intervals? If "Yes", indicate name of medication in Details below.	Yes	No
<input type="checkbox"/> <input type="checkbox"/>		

4. What is your height, weight, and birth state?	Hgt.	Wgt.		Birth State

5. Your personal physician (if none, enter "None")

Physician Name: _____

Address: _____ City: _____ State: _____

6. Details, including date, diagnosis, type of treatment, and current condition		Name, address and phone # of physician(s)
Ques No.	Details	

REPRESENTATIONS: I represent to the best of my knowledge and belief that all statements and answers in this application are complete, true and correctly recorded, and are made as a consideration for the insurance applied for. I understand that Texas Life Insurance Company will rely on my statements and answers as being true and complete in deciding whether to issue insurance on the proposed insured. Insurance is effective under the policy only when it is delivered to the owner, if the full first premium is paid in cash and all of the statements in this application remain correct and complete. Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

X _____
 Proposed Insured (Owner) Signature

X _____
 Enroller/Agent Signature Print Enroller/Agent Name Agt No. Date City State

SERFF Tracking Number: METF-127047555 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48296
 Company Tracking Number: WLSTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Decreasing Face Amount Whole Life Insurance Policy
 Project Name/Number: /WLSTO-NI-11

Supporting Document Schedules

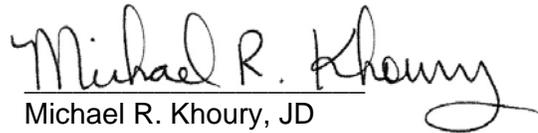
	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification Comments: Attachments: WLSTO-NI-11_Read_Cert.pdf ULABR-11_Read_Cert.pdf ULCL-FIR-11_Read_Cert.pdf AR Cert of Bull 19.pdf AR Cert of Bull 11-83.pdf AR Cert of Reg 34.pdf</p>		
<p>Bypassed - Item: Application Bypass Reason: The application is included in the filing. Comments:</p>		
<p>Satisfied - Item: Policy Cost and Benefit Statement Comments: Attachment: Policy Cost & Benefit Statement WLSTO-NI-11.pdf</p>		
<p>Satisfied - Item: No Illustration Certification Comments: Attachment: No Illus Cert.pdf</p>		

TEXASLIFE

INSURANCE COMPANY

**CERTIFICATION OF READABILITY
FORM: WLSTO-NI-11**

This is to certify that Texas Life Insurance Company Form WLSTO-NI-11 has achieved a Flesch Reading Ease Score of 56.60.



Michael R. Khoury, JD
Director
Compliance

Texas Life Insurance Company
Waco, Texas

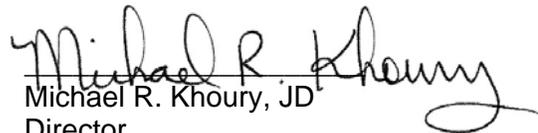
Date: 1 March 2011

TEXASLIFE

INSURANCE COMPANY

**CERTIFICATION OF READABILITY
FORM: ULABR-11**

This is to certify that Texas Life Insurance Company Form ULABR-11 has achieved a Flesch Reading Ease Score of 51.04


Michael R. Khoury, JD
Director
Compliance

Texas Life Insurance Company
Waco, Texas

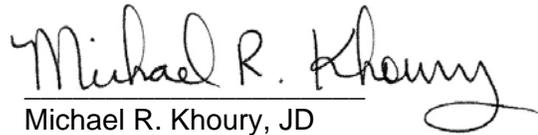
Date: 1 March 2011

TEXASLIFE

INSURANCE COMPANY

**CERTIFICATION OF READABILITY
FORM: ULCL-FIR-11**

This is to certify that Texas Life Insurance Company Form ULCL-FIR-11 has achieved a Flesch Reading Ease Score of 60.10



Michael R. Khoury, JD
Director
Compliance

Texas Life Insurance Company
Waco, Texas

Date: 1 March 2011



CERTIFICATION

The undersigned, an officer of Texas Life Insurance Company, Waco, Texas, does hereby certify that he has personally reviewed the guidelines of Arkansas Bulletin Number 19, Unfair Sex Discrimination in the Sale of Insurance, and does comply with the guidelines of such Bulletin.

A handwritten signature in black ink that reads "Michael Khoury". The signature is written over a horizontal line.

Michael Khoury, JD
Director
Product Development, Claims and Records

Date: 21 March 2011



CERTIFICATION

The undersigned, an officer of Texas Life Insurance Company, does hereby certify that he has personally reviewed the guidelines of Arkansas Bulletin Number 11-83, and does further certify that form WLSTO-NI-11 does comply with the guidelines of such Bulletin.

A handwritten signature in black ink that reads "Michael Khoury". The signature is written in a cursive style and is positioned above a horizontal line.

Michael Khoury, JD
Director
Product Development, Claims and Records

Date: 21 March 2011

TEXASLIFE

INSURANCE COMPANY

CERTIFICATION OF COMPLIANCE

This is to certify that the actuarial demonstration for policy form WLOTO-NI-11 is in compliance with Regulation 34 for the state of Arkansas (Valuation and Nonforfeiture), and that when calculating reserves under the minimum reserve method in Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.



David Groman, ASA, MAAA
Actuary

Date: 3/21/2011



Policy Cost and Benefit Statement

Policy Form: WLSTO-NI-11 (with schedule page form WLSTO-NI-11-5)

Limited Payment Decreasing Face Amount Whole Life

Insured: John T. AWWPolicyHolder

Agent
 John Q. AlphabetAgent
 First Financial General Agency
 AWW, AL76700

Issue Age: 35
 Contract Number: CL0000001
 Initial Face Amount: \$ 10,000.00
 Ultimate Face Amount: \$ 2,000.00

Maximum Contract Loan Interest Rate: 7.4% in advance

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
END YEAR	ANNUAL PREMIUM	END OF YEAR GUARANTEED CASH VALUE	BEGINNING OF YEAR GUARANTEED DEATH BENEFIT
1	103.20	0.00	10,000.00
2	103.20	0.00	10,000.00
3	103.20	0.00	10,000.00
4	103.20	10.00	10,000.00
5	103.20	50.00	10,000.00
6	103.20	100.00	10,000.00
7	103.20	140.00	10,000.00
8	103.20	190.00	10,000.00
9	103.20	240.00	10,000.00
10	103.20	280.00	10,000.00
11	103.20	330.00	10,000.00
12	103.20	380.00	10,000.00
13	103.20	430.00	10,000.00
14	103.20	480.00	10,000.00
15	103.20	530.00	10,000.00
16	103.20	580.00	10,000.00
17	103.20	630.00	10,000.00
18	103.20	680.00	10,000.00
19	103.20	720.00	10,000.00
20	103.20	770.00	10,000.00
21	103.20	810.00	10,000.00
22	103.20	850.00	10,000.00
23	103.20	880.00	10,000.00
24	103.20	910.00	10,000.00
25	103.20	940.00	10,000.00
At Age 60	103.20	940.00	10,000.00
At Age 65	103.20	930.00	2,000.00
At Age 70	0.00	1090.00	2,000.00



Policy Cost and Benefit Statement

Policy Form: WLSTO-NI-11 (with schedule page form WLSTO-NI-11-5)

Limited Payment Decreasing Face Amount Whole Life

Cost Indexes

	GUARANTEED	
	10 YEARS	20 YEARS
SURRENDER	8.20	8.10
NET PAYMENT	10.32	10.32

Refer to the life insurance buyer’s guide for an explanation of the intended use of these indexes. The interest adjusted Cost Indexes shown are one measure of the cost of protection and other services rendered by the Company. While a lower index number generally represents a better value than a higher one, it does not necessarily define true cost. Use it to compare. Your actual indexes may increase or decrease depending upon future cost of insurance rates, credited interest rates and the time when surrender or death occurs.

This summary assumes the payment of the Annual Premium on the Issue Date assuming no Contract Loan.

Policy Cost and Benefit Statement

Policy Form: WLSTO-NI-11 (with schedule page form WLSTO-NI-11-5)

Accelerated Death Benefit Due to Terminal Illness Rider

Rider Form: ULABR-11

Your life insurance Contract includes an Accelerated Death Benefit Due to Terminal Illness Rider. For each Contract year the rider is in effect, the rider does not pay a Guaranteed Death Benefit, but provides for payment of an amount defined in the rider upon the Insured's Terminal Illness. There is no separate annual premium for this rider.

Family Term Life Insurance Rider

Rider Form: ULCL-FIR-11

Your life insurance Contract includes a Family Term Life Insurance Rider. For each Contract year the rider is in effect, the Guaranteed Death Benefit payable is \$10,000 for an Insured Spouse age 65 or less (\$5,000 for age 66-70) and \$5,000 for each Insured Child. The annual premium for this rider for each year it is in effect is \$156.00. This rider will terminate the on the 20th Contract Anniversary Date or the Insured's attained age 65, whichever is later.

Accidental Death Benefit Rider

Rider Form: ULCL-ADB-07

Your life insurance Contract includes an Accidental Death Benefit Rider. For each Contract year the rider is in effect, the Guaranteed Death Benefit payable for the accidental death of the Insured under the rider is \$ 50,000.00. The annual premium for this rider for each year it is in effect is \$ 96.00. This rider will terminate no later than the Contract Anniversary Date on which the Insured attains age 65 and requires no premium and pays no Death Benefit after that time.

Waiver of Premium Disability Benefit Rider

Rider Form: ULCL-WP-07Rev1

Your life insurance Contract includes a Waiver of Premium Disability Benefit Rider. For each Contract year the rider is in effect, the rider does not pay a Guaranteed Death Benefit, but provides for waiver of the premium due under the Contract under certain circumstances. The annual premium for this rider for each year it is in effect is \$ 134.88. This rider will terminate no later than the Contract Anniversary Date on which the Insured attains age 65 and requires no premium after that time.

Waiver of Premium Disability or Monthly Deduction for Union Strike Rider

Rider Form: USTR-09

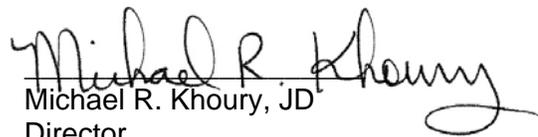
Your life insurance Contract includes a Waiver of Premium or Monthly Deduction for Union Strike Rider. For each Contract year the rider is in effect, the rider does not pay a Guaranteed Death Benefit, but provides for waiver of the premium or monthly deduction due under the Contract under certain circumstances. The annual premium for this rider for each year it is in effect is \$ 10.08. This rider will terminate no later than the Contract Anniversary Date on which the Employee attains age 71 and requires no premium after that time.

TEXASLIFE INSURANCE COMPANY

Notification of policy form to be marketed without illustrations

Form: WLSTO-NI-11

Texas Life Insurance Company herein is providing notification that it intends to market the above referenced form without the use of an illustration.



Michael R. Khoury, JD
Director
Product Development, Claims, &
Records

Date: 1 March 2011