

<i>SERFF Tracking Number:</i>	<i>METF-127048290</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Texas Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48297</i>
<i>Company Tracking Number:</i>	<i>WLOTO-NI-11</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Limited Payment Whole Life Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/WLOTO-NI-11</i>		

Filing at a Glance

Company: Texas Life Insurance Company

Product Name: Limited Payment Whole Life Insurance Policy SERFF Tr Num: METF-127048290 State: Arkansas

TOI: L071 Individual Life - Whole SERFF Status: Closed-Approved- Closed State Tr Num: 48297

Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life Co Tr Num: WLOTO-NI-11 State Status: Approved-Closed

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: WLOTO-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:	

The following policy form is being submitted to your department of insurance for approval:

WLOTO-NI-11, Limited Payment Whole Life Insurance Policy Form for Voluntary Payroll Deduction Sales

This form is nearly exactly like WLSTO-NI-11 that is pending with your Department of Insurance. Policy WLOTO-NI-11 is a limited payment 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

SERFF Tracking Number: METF-127048290 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48297
 Company Tracking Number: WLOTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Whole Life Insurance Policy
 Project Name/Number: /WLOTO-NI-11

period, the policy provides a reduced death benefit that is paid-up. Rider Form: ULCL-FIR-11, a Family Term Life Insurance Rider will be made available as an optional rider.

An Accelerated Death Benefit Due to Terminal Illness Rider, ULABR-11, and Rider ULCL-FIR-11, a Family Term Life Insurance Rider will be made available as optional riders. The policy will also be sold with an Application, 11M009 and Supplement to Application, 11M010 that are filed with the policy form, WLSTO-NI-11.

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

ULCL-ADB-07, an Accidental Death Benefit Rider that was approved on October 2, 2007 and ULCL-WP-07 Rev, a Waiver of Premium Rider, that was approved by your department on September 10, 2007; 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
 P.O. Box 830
 Waco, TX 76703
 jspoede@texaslife.com
 800-283-9233 [Phone] 6371 [Ext]
 254-745-6389 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: Our domiciliary state of Texas charges \$50.00 for filings of this type.

SERFF Tracking Number: METF-127048290 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 48297
Company Tracking Number: WLOTO-NI-11
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Limited Payment Whole Life Insurance Policy
Project Name/Number: /WLOTO-NI-11
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Texas Life Insurance Company	\$50.00	03/21/2011	45819719

SERFF Tracking Number: METF-127048290 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48297
 Company Tracking Number: WLOTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Whole Life Insurance Policy
 Project Name/Number: /WLOTO-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	03/23/2011	03/23/2011	Jan Spoede	03/23/2011	03/23/2011

SERFF Tracking Number: *METF-127048290* *State:* *Arkansas*
Filing Company: *Texas Life Insurance Company* *State Tracking Number:* *48297*
Company Tracking Number: *WLOTO-NI-11*
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single*
Product Name: *Limited Payment Whole Life Insurance Policy*
Project Name/Number: */WLOTO-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-127048290 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48297
 Company Tracking Number: WLOTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Whole Life Insurance Policy
 Project Name/Number: /WLOTO-NI-11

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Policy Cost and Benefit Statement		Yes
Supporting Document	No Illustration Certification		Yes
Form (<i>revised</i>)	Limited Payment Whole Life Insurance Policy		Yes
Form	Limited Payment Whole Life Insurance Policy	Replaced	Yes

SERFF Tracking Number: METF-127048290 State: Arkansas
Filing Company: Texas Life Insurance Company State Tracking Number: 48297
Company Tracking Number: WLOTO-NI-11
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Limited Payment Whole Life Insurance Policy
Project Name/Number: /WLOTO-NI-11

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/23/2011
Submitted Date 03/23/2011
Respond By Date 04/25/2011

Dear Jan Spoede,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: METF-127048290 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48297
 Company Tracking Number: WLOTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Whole Life Insurance Policy
 Project Name/Number: /WLOTO-NI-11

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 03/23/2011
 Submitted Date 03/23/2011

Dear Linda Bird,

Comments:

Thank you for today's letter. The response to the objection is below.

Response 1

Comments: We revised the policy form under the Suicide provision.

Related Objection 1

Comment:

Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

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
Limited Payment Whole Life Insurance Policy	WLOTO-NI-11		Policy/Contract/Fraternal Certificate	Initial		56.600	AR_WLOTO-NI-11 Rev 3-23-11.pdf
Previous Version							
Limited Payment Whole Life Insurance Policy	WLOTO-NI-11		Policy/Contract/Fraternal Certificate	Initial		56.600	AR_WLOTO-NI-11 Final_Copy.pdf

SERFF Tracking Number: *METF-127048290* *State:* *Arkansas*
Filing Company: *Texas Life Insurance Company* *State Tracking Number:* *48297*
Company Tracking Number: *WLOTO-NI-11*
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single*
Product Name: *Limited Payment Whole Life Insurance Policy*
Project Name/Number: */WLOTO-NI-11*

No Rate/Rule Schedule items changed.

Please let me know of any other revisions needed.

Sincerely,
Jan Spoede

SERFF Tracking Number: METF-127048290 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48297
 Company Tracking Number: WLOTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Whole Life Insurance Policy
 Project Name/Number: /WLOTO-NI-11

Form Schedule

Lead Form Number: WLOTO-NI-11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	WLOTO-NI-11	Policy/Contract	Limited Payment Fraternal Whole Life Insurance Policy Certificate	Initial		56.600	AR_WLOTO-NI-11 Rev 3-23-11.pdf

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]

Face Amount: \$ [100,000.00]

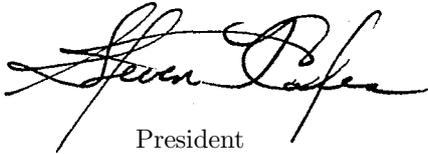
Issue Date: [July 3, 2010]

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 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. Cash value less Contract Loan payable upon surrender. Non-participating. No dividends. Rate class as shown on page 3.

Table of Contents

1	Definitions	4
2	Table of Guaranteed Non-forfeiture Values	5
3	Death Benefits	6
3.1	Insurance Proceeds	6
3.2	Payment of Insurance Proceeds	6
4	Premiums and Reinstatement	6
4.1	Payment of Premiums	6
4.2	Grace Period	6
4.3	Automatic Contract Loan	6
4.4	Non-Payment of Premiums	7
4.5	Reinstatement	7
5	Contract Values	7
5.1	Cash Value	7
5.2	Surrender	7
6	Contract Loans	8
6.1	Contract Loan	8
6.2	Contract Loan Repayment	8
6.3	Contract Termination	8
7	General Provisions	8
7.1	Contract	8
7.2	Your Rights	8
7.3	Misstatement Of Age	8
7.4	Suicide	9
7.5	Incontestability	9
7.6	Beneficiary	9
7.7	Computation of Values	9
7.8	Ownership	9
7.9	Change of Ownership	9
7.10	Collateral Assignment	10
7.11	Nonparticipating	10
7.12	Deferment	10
7.13	Tax Considerations	10
7.14	Electronic Documents	10
7.15	Governing Law	10
8	Optional Income Plans	10
8.1	Non-Life Income Plans	11
8.2	Life Income Plans	11
8.3	Other Frequencies and Plans	11
8.4	Choice of Income Plans	11
8.5	Limitations	11
8.6	Income Plan Rates	11
8.7	Minimum Payments under Optional Income Plans	12
9	Tables For Optional Income Plans	13

SCHEDULE FOR CONTRACT NUMBER [CL0000006]

Form No.	Type of Coverage	Face Amount	Rate Class	Years Payable
WLOTO-NI-11	Limited Payment Whole Life Insurance	\$ [100,000.00]	[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]

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	634.00	3,900
4	1,643.00	9,700
5	2,696.00	15,200
6	3,794.00	20,400
7	4,936.00	25,500
8	6,123.00	30,300
9	7,355.00	34,900
10	8,632.00	39,300
11	9,957.00	43,500
12	11,331.00	47,500
13	12,760.00	51,400
14	14,249.00	55,100
15	15,800.00	58,700
16	17,411.00	62,200
17	19,081.00	65,500
18	20,810.00	68,700
19	22,598.00	71,800
20	24,441.00	74,700
21	26,341.00	77,600
22	28,299.00	80,300
23	30,324.00	83,000
24	32,420.00	85,600
25	34,590.00	88,100
At Age 60	34,590.00	88,100
At Age 65	46,493.00	100,000

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 the Face Amount;
- (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.

This page intentionally left blank

This page intentionally left blank

This page intentionally left blank

TEXASLIFE INSURANCE
COMPANY

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

LIMITED PAYMENT 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.

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

Rate class as shown on page 3.

SERFF Tracking Number: METF-127048290 State: Arkansas
 Filing Company: Texas Life Insurance Company State Tracking Number: 48297
 Company Tracking Number: WLOTO-NI-11
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Limited Payment Whole Life Insurance Policy
 Project Name/Number: /WLOTO-NI-11

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Cert of Bull 11-83.pdf
 AR Cert of Bull 19.pdf
 WLOTO-NI-11_Read_Cert.pdf
 AR Cert of Reg 34.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

The applications that will be used with this policy form were filed with policy WLSTO-NI-11 and are pending with your department of insurance.

Item Status: **Status Date:**

Satisfied - Item: Policy Cost and Benefit Statement

Comments:

Attachment:

Pol Cost & Ben statmnt WLOTO-NI-11.pdf

Item Status: **Status Date:**

Satisfied - Item: No Illustration Certification

Comments:

Attachment:

No Illus Cert.pdf



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 WLOTO-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



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 that extends to the right.

Michael Khoury, JD
Director
Product Development, Claims and Records

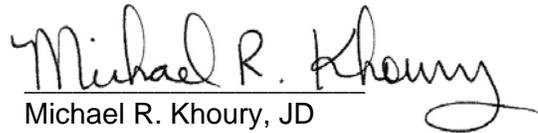
Date: 21 March 2011

TEXASLIFE

INSURANCE COMPANY

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

This is to certify that Texas Life Insurance Company Form WLOTO-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: 15 February 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: WLOTO-NI-11
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	171.60	0.00	10,000.00
2	171.60	0.00	10,000.00
3	171.60	70.00	10,000.00
4	171.60	170.00	10,000.00
5	171.60	270.00	10,000.00
6	171.60	380.00	10,000.00
7	171.60	500.00	10,000.00
8	171.60	620.00	10,000.00
9	171.60	740.00	10,000.00
10	171.60	870.00	10,000.00
11	171.60	1000.00	10,000.00
12	171.60	1140.00	10,000.00
13	171.60	1280.00	10,000.00
14	171.60	1430.00	10,000.00
15	171.60	1580.00	10,000.00
16	171.60	1750.00	10,000.00
17	171.60	1910.00	10,000.00
18	171.60	2090.00	10,000.00
19	171.60	2260.00	10,000.00
20	171.60	2450.00	10,000.00
21	171.60	2640.00	10,000.00
22	171.60	2830.00	10,000.00
23	171.60	3040.00	10,000.00
24	171.60	3250.00	10,000.00
25	171.60	3460.00	10,000.00
At Age 60	171.60	3460.00	10,000.00
At Age 65	17.60	4650.00	10,000.00
At Age 70	0.00	5420.00	10,000.00



Policy Cost and Benefit Statement

Policy Form: WLOTO-NI-11

Limited Payment Decreasing Face Amount Whole Life

Cost Indexes

	GUARANTEED	
	10 YEARS	20 YEARS
SURRENDER	10.57	10.10
NET PAYMENT	17.16	17.16

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: WLOTO-NI-11

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

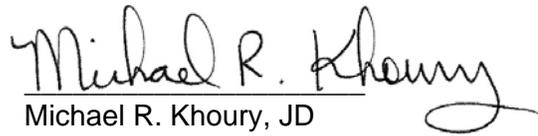
Your life insurance Contract includes a Waiver of Premium or Monthly Deduction for Union Strike Rider. For each Contract year the rider is in effect, the rider does not pay a Guaranteed Death Benefit, but provides for waiver of the premium or monthly deduction due under the Contract under certain circumstances. 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: ICC11-WLOTO-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: 17 February 2011