

SERFF Tracking Number: STFL-126971519 State: Arkansas
 Filing Company: State Farm Life Insurance Company State Tracking Number: 47758
 Company Tracking Number: SFL 11030-04
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 11030-04 UL
 Project Name/Number: 11030-04 UL/11030-04 UL

Filing at a Glance

Company: State Farm Life Insurance Company

Product Name: 11030-04 UL

TOI: L09I Individual Life - Flexible Premium
 Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: STFL-126971519 State: Arkansas

SERFF Status: Closed-Approved-
 Closed State Tr Num: 47758

Co Tr Num: SFL 11030-04

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Steve Crum

Disposition Date: 04/05/2011

Date Submitted: 01/20/2011

Disposition Status: Approved-
 Closed

Implementation Date Requested: 08/27/2011

Implementation Date:

State Filing Description:

General Information

Project Name: 11030-04 UL

Project Number: 11030-04 UL

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 04/05/2011

State Status Changed: 01/25/2011

Created By: Steve Crum

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Steve Crum

Filing Description:

NAIC # 69108

FEIN #37-0533090

Dear Sir or Madam:

Enclosed for your consideration are the following new individual life insurance policy forms:

11030-04 Flexible Premium Adjustable Life Insurance Policy

11126-04 Additional Insured's Level Term Life Insurance Benefit Rider

SERFF Tracking Number: STFL-126971519 State: Arkansas
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Project Name/Number: 11030-04 UL/11030-04 UL

11030-04 is a participating Universal Life policy, although we do not expect to pay dividends. The maximum monthly issue charge, maximum monthly expense charge, and maximum premium charge percentage are shown on page 3. Monthly deductions are made at the beginning of each policy month. The current monthly cost of insurance rates is adjustable. The maximum monthly cost of insurance rates is shown in the policy and is guaranteed. The minimum initial basic amount is \$50,000 for ages 20-54 and \$25,000 for ages 0-19 and 55-85. The issue ages are 0-85. Guaranteed values and reserves for this form are based on the 2001 CSO Mortality Table. The Actuarial Memorandum for 11030-04 is enclosed, and the policy will be illustrated;

Form 11030-04 replaces form 08030, which was approved by your department on October 17, 2007 under SERFF tracking number STFL-125309485.

The significant changes to form 11030-04 include:

- Added a new rate class at \$250,000 and are making the Super Preferred class available at \$100,000
- Revised expense charges
- Revised maximum issue age
- Revised guaranteed interest rate and loan interest rates
- Addition of allowing the applicant to choose between the Guideline Premium Test and Cash Value Accumulation Test as to which definition of life insurance test will apply to his/her policy
- Revised Incontestability and Limited Death Benefit Provisions

The current monthly cost of insurance rates for form 11126-04 is adjustable. The maximum monthly costs of insurance rates are shown in the policy and are guaranteed. The minimum amount of insurance on this form is \$25,000. The issue ages are 16-75. Guaranteed values and reserves for this form are based on the 2001 CSO Mortality Table. Form 11126-04 can be attached to form 11030-04 both at and after issue. The Actuarial Memorandum for form 11126-04 is enclosed, and this form will be illustrated.

Form 11126-04 replaces form 08126, which was approved by your department on October 17, 2007 under SERFF tracking number STFL-125309485.

The changes to form 11126-04 include:

- Revised Termination age
- Revised Incontestability and Limited Death Benefit Provisions

The life insurance application that will be used with these forms is 1000704 AR.2, which was approved by your department on January 3, 2011 under SERFF tracking number STFL-126931804

We intend to waive the right to contest the response to the question regarding juvenile smoking status as referenced in

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 Project Name/Number: 11030-04 UL/11030-04 UL

the Juvenile Insured Smoker/Nonsmoker Mortality Table section.

In order to comply with Act 312 regarding interest on policy proceeds and refund of premiums, we will be using Arkansas – Form 1. The letter, a sample of which is attached, will be addressed either to a claimant or to a State Farm Life agent. If the original is sent to an agent, (a) a copy will be sent to the beneficiary; and (b) the following statement will be included in the agent’s letter: “A copy of this letter is being mailed to the beneficiary.” The beneficiary will then be made aware of the requirements of Act 312. The wording for this letter was discussed in a telephone conversation with Mr. Joe Musgrove and Mr. John States of our company.

To comply with Ark. Code Ann. 23-79-138 and Bulletins 6-87 and 11-88, enclosed is form 03905-04.1, which is given to each policyholder with the policy.

To comply with Regulation 49, we provide the policyholder with enclosed form 03906-04.1, Limitations and Exclusions Under the Arkansas Life and Health Insurance Guaranty Association Act.

These forms will be marketed exclusively through State Farm agents.

The effective date for these new forms will be August 27, 2011.

Company and Contact

Filing Contact Information

Steve Crum, Tech - Contracts & Compliance steve.crum.pgyt@statefarm.com
 1 State Farm Plaza 309-763-9006 [Phone]
 Bloomington, IL 61710-0001 309-766-8483 [FAX]

Filing Company Information

State Farm Life Insurance Company	CoCode: 69108	State of Domicile: Illinois
1 State Farm Plaza	Group Code:	Company Type:
Bloomington, IL 61710-0001	Group Name:	State ID Number:
(309) 766-4541 ext. [Phone]	FEIN Number: 37-0533090	

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes

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Product Name: 11030-04 UL
Project Name/Number: 11030-04 UL/11030-04 UL
Fee Explanation: Voucher ID#15043960
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Farm Life Insurance Company	\$100.00	01/20/2011	43950510

SERFF Tracking Number:	STFL-126971519	State:	Arkansas
Filing Company:	State Farm Life Insurance Company	State Tracking Number:	47758
Company Tracking Number:	SFL 11030-04		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	11030-04 UL		
Project Name/Number:	11030-04 UL/11030-04 UL		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/05/2011	04/05/2011
Approved-Closed	Linda Bird	01/25/2011	01/25/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Adjustable Life Insurance Policy	Rhonda Brackman	04/04/2011	04/04/2011
Supporting Document	Actuarial Memorandum , Certification of Compliance, and Cost of Insurance	Rhonda Brackman	04/04/2011	04/04/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open filing	Note To Filer	Linda Bird	03/22/2011	03/22/2011
Request to re-open filing	Note To Reviewer	Rhonda Brackman	03/21/2011	03/21/2011

SERFF Tracking Number: STFL-126971519 *State:* Arkansas
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Adjustable Life
Product Name: 11030-04 UL
Project Name/Number: 11030-04 UL/11030-04 UL

Disposition

Disposition Date: 04/05/2011

Implementation Date:

Status: Approved-Closed

Comment: Company has updated form 11030-04 specification pages 3 & 4 and updated the Actuarial Memorandum for form 11030-04.

Rate data does NOT apply to filing.

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 Adjustable Life
 Product Name: 11030-04 UL
 Project Name/Number: 11030-04 UL/11030-04 UL

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document (revised)	Actuarial Memorandum , Certification of Compliance, and Cost of Insurance		No
Supporting Document	Actuarial Memorandum , Certification of Compliance, and Cost of Insurance	Replaced	No
Supporting Document	Certificate of Compliance Reg-19		Yes
Supporting Document	AR Form1 New Albany		Yes
Supporting Document	Certificate of Compliance (Reg 34)		Yes
Supporting Document	Forms 03905-04.1 and 03906-04.1		Yes
Supporting Document	Consent to Submit Rates		Yes
Supporting Document	Certificate of Compliance Bulletin No. 11-83		Yes
Form (revised)	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Replaced	Yes
Form	Additional Insured's Level Term Life Insurance Benefit Rider		Yes

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Product Name: 11030-04 UL
Project Name/Number: 11030-04 UL/11030-04 UL

Disposition

Disposition Date: 01/25/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: STFL-126971519 State: Arkansas
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 Product Name: 11030-04 UL
 Project Name/Number: 11030-04 UL/11030-04 UL

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document (revised)	Actuarial Memorandum , Certification of Compliance, and Cost of Insurance		No
Supporting Document	Actuarial Memorandum , Certification of Compliance, and Cost of Insurance	Replaced	No
Supporting Document	Certificate of Compliance Reg-19		Yes
Supporting Document	AR Form1 New Albany		Yes
Supporting Document	Certificate of Compliance (Reg 34)		Yes
Supporting Document	Forms 03905-04.1 and 03906-04.1		Yes
Supporting Document	Consent to Submit Rates		Yes
Supporting Document	Certificate of Compliance Bulletin No. 11-83		Yes
Form (revised)	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Replaced	Yes
Form	Additional Insured's Level Term Life Insurance Benefit Rider		Yes

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 Product Name: 11030-04 UL
 Project Name/Number: 11030-04 UL/11030-04 UL

Amendment Letter

Submitted Date: 04/04/2011

Comments:

Please note the updated copy of form 11030-04 on the Form Schedule tab. The specification pages 3&4 in this form have been updated to offer a higher guaranteed interest rate than what was filed with your Department originally. No other changes have been made to this form.

Also, an updated copy of the Actuarial Memorandum for form 11030-04 has been attached to the Supporting Documentation tab to reflect this change in the guaranteed interest rate. The attachments to the Actuarial Memorandum were not affected.

Please let me know if you have questions, or need additional information. We look forward to receiving approval of this update.

Respectfully,
 Rhonda Brackman, Analyst
 L/H Contracts & Compliance Department

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
11030-04	Policy/Contract/Fraternal Certificate	Flexible Premium Adjustable Life Insurance Policy	Initial				56.000	11030 04 UL bracket 20110107 _complete_ref ile.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Actuarial Memorandum , Certification of Compliance, and Cost of Insurance

Comment: See Attached
 UL 2011_(11030)_Certification of compliance.pdf

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Project Name/Number: 11030-04 UL/11030-04 UL

11126 UL AI Actuarial Memorandum.pdf
11126 UL AI Cash Values Attachment 1.pdf
11126 UL AI Guar COI Attachment 2.pdf
UL 2011_(11030)_GPT & CVAT percentages Attachment 1.pdf
UL 2011_(11030)_ Guar COI Attachment 2.pdf
UL 2011_(11030)_Excess Expense Allowances Attachment 3(a).pdf
UL 2011_(11030)_Surrender Charge Attachment 3(b).pdf
UL 2011_(11030)_Actuarial Memo_refile.pdf

SERFF Tracking Number: STFL-126971519 *State:* Arkansas
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Adjustable Life
Product Name: 11030-04 UL
Project Name/Number: 11030-04 UL/11030-04 UL

Note To Filer

Created By:

Linda Bird on 03/22/2011 12:43 PM

Last Edited By:

Linda Bird

Submitted On:

03/22/2011 12:43 PM

Subject:

Request to re-open filing

Comments:

Filing has been re-opened in order for correction to be made in the original submission.

SERFF Tracking Number: STFL-126971519 *State:* Arkansas
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Adjustable Life
Product Name: 11030-04 UL
Project Name/Number: 11030-04 UL/11030-04 UL

Note To Reviewer

Created By:

Rhonda Brackman on 03/21/2011 01:48 PM

Last Edited By:

Rhonda Brackman

Submitted On:

03/21/2011 01:48 PM

Subject:

Request to re-open filing

Comments:

By way of this "Note to Reviewer", I am requesting this filing be re-opened to submit the following updated supporting documentation items:

The Actuarial Memorandum and specification pages 3&4 have been revised as a decision was made to offer a higher guaranteed interest rate than what was filed with your Department originally.

Forms 11030-04 and 11126-04 have not been implemented.

Respectfully,

Rhonda Brackman, Analyst

L/H Contracts & Compliance Department

SERFF Tracking Number: STFL-126971519 State: Arkansas
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 Product Name: 11030-04 UL
 Project Name/Number: 11030-04 UL/11030-04 UL

Form Schedule

Lead Form Number: 11030-04

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11030-04	Policy/Cont Flexible Premium ract/Fratern Adjustable Life Insurance Policy Certificate	Initial		56.000	11030 04 UL bracket 20110107 _complete_ref ile.pdf
	11126-04	Policy/Cont Additional Insured's ract/Fratern Level Term Life Insurance Benefit Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.000	11126 04 UL AI Rider FINAL bracket 20101229 ss.pdf



STATE FARM LIFE INSURANCE COMPANY

One State Farm Plaza, Bloomington, Illinois 61710

Insured [JOHN J DOE]

[(Male)]

Age [35]

Policy Number [LF-0000-0000]

Policy Date [August 27, 2011]

Initial Basic Amount [\$50,000]

This Policy is based on the Application and the payment of premiums, as specified in this Policy, while the Insured lives. State Farm Life Insurance Company will pay the Proceeds to the Beneficiary when due proof of the Insured's death is received.

30-Day Right to Examine the Policy. This Policy may be returned within 30 days of its receipt for a refund of all premiums paid. Return may be made to State Farm Life Insurance Company or one of Our agents. If returned, this Policy will be void from the Policy Date.

Read this Policy with care. This is a legal contract between You and State Farm Life Insurance Company.

[*Edward B. Rust, Jr.*]

President

[*Kim M. Brunner*]

Secretary

SAMPLE

BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive prior to the Policy Anniversary when the Insured is age 121. The Basic Plan is eligible for Annual Dividends.

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The Application and any Riders and Endorsements follow page 16.

P O L I C Y I D E N T I F I C A T I O N

Insured [JOHN J DOE] Age [35]
[(Male)]
Policy Number LF-[0000-0000] Initial Basic Amount \$[50,000]
Policy Date [August 27, 2011]
Issue Date [August 27, 2011]
Owner [JANE A DOE]

S C H E D U L E O F B E N E F I T S

Universal Life Basic Plan:

Death Benefit Option [1] (Basic Amount includes the Account Value)
Basic Amount: \$[50,000]
Class of Risk: [Standard Male Non-Tobacco]
Basic Amount Minimum [until the Policy Anniversary when the Insured is age 55: \$50,000
Basic Amount Minimum on and after the Policy Anniversary when the Insured is age 55:
\$25,000]
Minimum Amount of Increase: \$[25,000]
Minimum Amount of Decrease: \$[10,000]
Minimum Withdrawal: \$[500]
Definition of Life Insurance Test: [Guideline Premium Test]

S C H E D U L E O F P R E M I U M S

Initial Premium: \$[561.00]
Planned Premium: \$[561.00]
Payment Period: [Annual]
Beginning: [August 27, 2011]
Total Premiums For Policy Year \$ [561.00]

I N T E R E S T R A T E S

Guaranteed Interest Rate: 2.5%
Insurance Discount Factor: 1.0020598

C H A R G E S A N D F E E S

Deduction Date: [27th of each month]
Maximum Premium Charge Percentage: 7%
Maximum Monthly Expense Charge in Policy Years 1-5: \$9.00
Maximum Monthly Expense Charge in Policy Years 6 & later: \$12.00

For the Initial Basic Amount, the Maximum Monthly Issue Charge in first 60 Policy Months starting on the Policy Date:

\$.04 per \$1000, subject to a maximum of \$10.00 per month.

For each increase in Basic Amount, the Maximum Monthly Issue Charge in first 60 Policy Months starting on the Effective Date of the increase:

\$.04 per \$1000, each subject to a maximum of \$10.00 per month.

Continued on Next Page

A N N U A L D I V I D E N D S

This Policy is eligible for annual dividends; however, we do not expect to pay dividends on this Policy. Dividends are not guaranteed. See the Annual Dividends provision on page 7.

NOTE: The Planned Premium shown may not continue this Policy in force to the Policy Anniversary when the Insured is age 121 even if this amount is paid as scheduled. The period for which this Policy will continue will depend on (1) the amount, time, and frequency of premium payments, (2) changes in Premium Charge Percentage, (3) changes in the Basic Amount and Death Benefit Option, (4) changes in interest in excess of the Guaranteed Interest Rate, (5) changes in Monthly Deductions including Cost of Insurance, Monthly Charges for any Riders, Monthly Expense Charge, and Monthly Issue Charge, and (6) withdrawals and Loans. See the Changes in Rates and Charges provision for rates and charges we can change.

This Policy may not qualify as life insurance under federal tax law after the Policy Anniversary when the Insured is age 100 and may be subject to adverse tax consequences. A tax advisor should be consulted before the Owner chooses to continue this Policy after the Policy Anniversary when the Insured is age 100.

M I N I M U M D E A T H B E N E F I T P E R C E N T A G E O F A C C O U N T V A L U E
T A B L E

AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE
35	250%	51	178%	67	118%	83	105%
36	250%	52	171%	68	117%	84	105%
37	250%	53	164%	69	116%	85	105%
38	250%	54	157%	70	115%	86	105%
39	250%	55	150%	71	113%	87	105%
40	250%	56	146%	72	111%	88	105%
41	243%	57	142%	73	109%	89	105%
42	236%	58	138%	74	107%	90	105%
43	229%	59	134%	75	105%	91	104%
44	222%	60	130%	76	105%	92	103%
45	215%	61	128%	77	105%	93	102%
46	209%	62	126%	78	105%	94	101%
47	203%	63	124%	79	105%	95 & over	100%
48	197%	64	122%	80	105%		
49	191%	65	120%	81	105%		
50	185%	66	119%	82	105%		

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Page 4

SCHEDULE OF SURRENDER CHARGES

Beginning Policy Year	Policy Month	Surrender Charge	Beginning Policy Year	Policy Month	Surrender Charge
[1	1	\$ 23.00	2	8	\$460.00]
[1	2	46.00	2	9	483.00]
[1	3	69.00	2	10	506.00]
[1	4	92.00	2	11	529.00]
[1	5	115.00	2	12	552.00]
[1	6	138.00	3	1	552.00]
[1	7	161.00	4	1	552.00]
[1	8	184.00	5	1	552.00]
[1	9	207.00	6	1	552.00]
[1	10	230.00	7	1	496.80]
[1	11	253.00	8	1	441.60]
[1	12	276.00	9	1	386.40]
[2	1	299.00	10	1	331.20]
[2	2	322.00	11	1	276.00]
[2	3	345.00	12	1	220.80]
[2	4	368.00	13	1	165.60]
[2	5	391.00	14	1	110.40]
[2	6	414.00	15	1	55.20]
[2	7	437.00	16	1	0.00]

Additional surrender charges will apply for each increase in Basic Amount for 15 years starting on the effective date of the increase.

C O S T O F I N S U R A N C E R A T E S A N D M O N T H L Y C H A R G E S

Maximum Monthly Cost of Insurance Rates
Per \$1000

(Class of Risk-Standard Male Non-Tobacco)

Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate
[35	0.0934	51	0.3148	67	1.6339	83	8.6135	99	36.4325]
[36	0.0976	52	0.3475	68	1.7796	84	9.5913	100	39.0835]
[37	0.1034	53	0.3851	69	1.9435	85	10.6935	101	41.5109]
[38	0.1109	54	0.4329	70	2.1352	86	11.9242	102	44.1763]
[39	0.1176	55	0.4865	71	2.3686	87	13.2765	103	47.1103]
[40	0.1268	56	0.5419	72	2.6423	88	14.7403	104	50.3318]
[41	0.1376	57	0.5956	73	2.9318	89	16.3061	105	53.8699]
[42	0.1510	58	0.6494	74	3.2440	90	17.8976	106	57.8027]
[43	0.1668	59	0.7125	75	3.5855	91	19.4964	107	62.1940]
[44	0.1844	60	0.7890	76	3.9724	92	21.2072	108	67.1272]
[45	0.2036	61	0.8825	77	4.4247	93	23.0525	109	72.7010]
[46	0.2228	62	0.9914	78	4.9534	94	25.0443	110	79.0454]
[47	0.2387	63	1.1105	79	5.5501	95	27.0677	111-120	83.3333]
[48	0.2512	64	1.2349	80	6.2211	96	29.0947	121 & over	0.0000]
[49	0.2671	65	1.3645	81	6.9572	97	31.3129]		
[50	0.2880	66	1.4961	82	7.7445	98	33.7487]		

The Maximum Monthly Cost of Insurance Rates are based on the Insured's age last birthday at the start of the Policy Year, sex, and tobacco use as shown above. The Commissioners 2001 Standard Ordinary [Nonsmoker] Ultimate Age Last Birthday Mortality Table applies. Modifications are made if the Class of Risk is other than Standard.

DEFINITIONS

We, Us, and Our refer to State Farm Life Insurance Company.

You and Your refer to the Owner.

Application. Includes any life insurance application, any application for change in this Policy, medical history, questionnaire, and other documents from You or any other person proposed for insurance which are made a part of this Policy.

Basic Amount. The Initial Basic Amount plus any Basic Amount Increases less any Basic Amount Decreases shown on page 3.

Basic Amount Minimum. Shown on page 3.

Benefit Period Ends. For any Rider, the coverage for the benefit extends to, but does not include, the Policy Anniversary in the year shown on page 3 under this heading.

Cash Surrender Value. The Cash Value less any Loan and accrued Loan Interest. This amount will not be less than zero.

Cash Value. The Account Value less any Surrender Charge. If this Policy is surrendered within 31 days after a Policy Anniversary, this amount will not decrease within that period except for any Withdrawals.

Class of Risk. The underwriting class of the person insured. A Class of Risk will be determined for the Initial Basic Amount and each Basic Amount Increase.

Code. The United States Internal Revenue Code, as amended from time to time.

Deduction Date. The Policy Date and each monthly anniversary of the Policy Date.

Dollars. Any money We pay, or which is paid to Us, must be in United States dollars.

Effective Date. Coverage starts on this date.

Initial Basic Amount. The amount of coverage on the Insured provided by the Basic Plan on the Policy Date shown on page 3.

Initial Net Premium. The Initial Premium less any Premium Charge.

Initial Premium. The amount shown on page 3 You must pay before this Policy becomes effective.

Insurance Amount. The amount of coverage on the Effective Date of each Rider shown under this heading on page 3. For the Insured, see the Death Benefit Options provision on page 9.

Issue Date. The date this Policy is issued shown on page 3.

Monthly Charge Deductible. A monthly charge for any Rider is deducted as part of the Monthly Deduction until the Policy Anniversary in the year shown on page 3 under the heading Benefit Period Ends.

DEFINITIONS (CONTINUED)

Net Premium Payment. Your premium payment less any Premium Charge.

Officer. The president, a vice president, the secretary, or an assistant secretary of State Farm Life Insurance Company.

Payee. On the Insured's death, the Beneficiaries shown in the Application, unless changed. If You surrender this Policy while the Insured is alive, the persons that You have named to receive the Cash Surrender Value. A Payee can be other than a natural person only if We agree.

Planned Premium. The premium amount shown on page 3 that You have chosen. This amount is for the payment period that You have chosen.

Policy Date. The Effective Date of this Policy shown on pages 1 and 3.

Policy Month, Year, or Anniversary. A policy month, year, or anniversary is measured from the Policy Date.

Proceeds. The amounts payable on the death of the Insured.

Request. A written request signed by the person making the Request. Such Request must be received by Us and be on Our request form; or if such Request is not on Our request form, it must include the information required by Our request form.

Rider. Any benefit, other than the Basic Plan, made a part of this Policy.

Successor Owner. May be named in the Application or later by Request if You are not the Insured.

GENERAL PROVISIONS

The Contract. This Policy contains the Basic Plan, any amendments, any endorsements, any Riders, and a copy of the Application. A copy of any Application for a change to this Policy will be sent to You to be placed with this Policy. Such Applications become part of this Policy. This Policy is the entire contract. We have relied on the statements in the Application in issuing this Policy. We reserve the right to investigate the truth and completeness of those statements. In the absence of fraud, those statements are representations and not warranties. Only statements in the Application will be used to rescind this Policy or deny a claim within the time period specified in the Incontestability provision.

Only an Officer has the right to change this Policy. No agent has the authority to change this Policy or to waive any of its terms. All endorsements, amendments, and Riders must be signed by an Officer to be valid.

We may modify this Policy after We notify You to assure continued qualification of this Policy as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. If We modify this Policy, We will send You the appropriate endorsement to be placed with this Policy. Such endorsement is subject to regulatory approval. If any provision of this Policy conflicts with the law of a jurisdiction that governs this Policy, the provision is deemed to be amended to conform to such law.

GENERAL PROVISIONS (CONTINUED)

Definition of Life Insurance Test. In order for Your Policy to qualify as a life insurance contract under the Code, it must at all times satisfy one of the two tests defined by the Code. Unless elected otherwise in the Application, the test that applies to this Policy is the Cash Value Accumulation Test. The test applicable to this Policy is shown on page 3 and is called the Definition of Life Insurance Test. It cannot be changed for the life of this Policy.

Transaction Delay. Any payment from the Account Value or for a Loan will usually be made within 7 days of receipt of the Request for payment. We may defer payment of any Cash Surrender Value, withdrawal, or Loan for up to 6 months from the date We receive Your Request. However, a withdrawal or a Loan to pay a premium on other policies with Us will not be deferred. If We defer any such payment for 30 days or more, We will pay interest in addition to such payment. Such interest accrues from the date the payment becomes payable to the date of payment at 2% per year or the interest rate and time required by law, if greater.

Annual Report. Each year, We will send You a report. This report will show:

- (1) the Account Value, the Cash Surrender Value, any Loan and accrued Loan Interest, and the amount of the death benefit as of the date of the last report and this report and
- (2) any premiums paid, any deductions made, and any Withdrawals made since the last report.

Minimum Values. The Cash Values are at least as large as those required by law in the state where this Policy is delivered. The insurance authority there has a statement of how these values are calculated. We base minimum Cash Values, Maximum Monthly Cost of Insurance Rates, and reserves on the Insured's age last birthday, sex and tobacco use, if applicable. The Guaranteed Interest Rate is shown on page 3. The mortality table used is shown on page 4. Modifications are made for each Class of Risk other than Standard.

Changes in Rates and Charges. Prior to the Policy Anniversary when the Insured is age 121, Monthly Cost of Insurance Rates, Monthly Charges for any additional insured's level term life insurance benefit rider, the Premium Charge Percentage, the Monthly Issue Charge, the Monthly Expense Charge, and the interest rate applicable to the Account Value can change at any time, subject to the limitations in this Policy. We will determine each based on future expectations as to investment earnings, mortality, expenses, and persistency.

Annual Dividends. We do not expect to pay dividends on this Policy; however, We may apportion and pay dividends each year. Any such dividends will be paid only at the end of a Policy Year. There is no right to a partial or prorated dividend prior to the end of a Policy Year.

You may choose to have Your dividend used under one of these Dividend Options:

- (1) Cash. We will pay it to You in cash.
- (2) Addition to Account Value. We will add it to the Account Value at the end of the Policy Year.

If You do not choose a Dividend Option on the Application or by Request or the Dividend Option chosen is not available, We will use Dividend Option 2. You may change the Dividend Option by Request. The change will apply to dividends paid after We receive Your Request.

Projection of Benefits and Values. If You send Us a Request, We will provide You with a projection of death benefits, account values, and cash surrender values each year. An additional projection can be provided if You send Us a Request. We may charge no more than a \$25 fee for providing each additional projection.

GENERAL PROVISIONS (CONTINUED)

Assignment. You may assign this Policy or any interest in it. We will recognize an Assignment only if it is in writing and filed with Us. We are not responsible for the validity or effect of any Assignment. An Assignment may limit the interest of any Beneficiary. The assignment will take effect the date You sign the notice or the date You choose, subject to any payments made or actions taken by Us prior to receipt of this notice.

Error in Age or Sex. If the Insured's date of birth or sex is not as stated in the Application, We will adjust this Policy as follows. If the error is discovered prior to the date a death benefit is payable on the Insured, Monthly Deductions starting on the next Deduction Date will be made based on the correct age and sex of the Insured. No adjustments will be made to the Account Value.

If the error is discovered when a death benefit is payable on the Insured, such adjustment will be based on the on the ratio of the correct deduction for the Cost of Insurance or Monthly Charge, as applicable, for the most recent Deduction Date for that benefit to the deduction for the Cost of Insurance or Monthly Charge, as applicable, that was made. For the Basic Plan, the adjustment is made to the amount of insurance less the Account Value.

Incontestability. We will not contest the Initial Basic Amount after the Basic Plan has been in force during the Insured's lifetime for 2 years from the Policy Date. We will not contest any Basic Amount Increase or reinstatement after it has been in force during the lifetime of the Insured for 2 years from the Effective Date of the Basic Amount Increase or reinstatement. We will not contest a Basic Amount Increase due to a change to Death Benefit Option 1. Any contest of any Basic Amount Increase or reinstatement will be based on statements made in the Application that are material to the risk or the hazard assumed by Us for such Basic Amount Increase or reinstatement.

Each Rider has its own incontestability provision.

Limited Death Benefit. If the Insured dies by suicide while sane or self-destruction while insane within 2 years from the Policy Date, the Initial Basic Amount will not be paid. The Proceeds in this case will be limited to the premiums paid on the Basic Plan less any Loan, accrued Loan Interest, any withdrawals from the Account Value, and any dividends paid on the Basic Plan.

Any Basic Amount Increase will not be paid if the Insured's death results from suicide while sane or self-destruction while insane within 2 years from the Effective Date of such Basic Amount Increase. The Proceeds of the Basic Amount Increase will be limited to the Monthly Deductions for the Basic Amount Increase. This does not apply to a Basic Amount Increase due to a change to Death Benefit Option 1.

Each Rider has its own limited death benefit provision.

OWNERSHIP PROVISIONS

Owner. The Owner is as named in the Application, unless changed. You may exercise any policy provision only by Request and while the Insured is alive, subject to the rights of any assignee that We have on record and to the rights of any irrevocably designated Beneficiary. The Successor Owner will become the Owner of this Policy if You die while this Policy is in force.

Change of Owner/Successor Owner. You may change the Owner or Successor Owner by Request while the Insured is alive and this Policy is in force. The change will take effect the date You sign the Request, unless You specify a later date. The change will not affect any action We have taken before We receive the Request. A change of Owner or Successor Owner does not change the Beneficiary Designation.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS

Death Benefit. The amount of Death Benefit is an amount of insurance based on the Death Benefit Option shown on page 3 plus any insurance amounts payable under any Riders on the Insured and the part of the Cost of Insurance for the part of the Policy Month beyond the Insured's death less any Loan, accrued Loan Interest, and, if the Insured dies during the Grace Period, the Monthly Deductions from the start of the Grace Period.

Death Benefit Options. There are two Death Benefit Options. If You do not choose an option, We will use Option 2. The Account Value on the date of death is used in determining the amount of insurance. If the Death Benefit Option is Option 2 on the Policy Anniversary when the Insured is age 121, the Death Benefit Option will automatically be changed to Option 1.

Option 1. The amount of insurance will be the greater of:

- (1) the Basic Amount plus Net Premium Payment received since the last Deduction Date plus interest earned on that Net Premium Payment or
- (2) a percentage of the Account Value based on the Insured's age at the start of the current Policy Year, as indicated in the "Minimum Death Benefit Percentage of Account Value Table" shown on page 4.

Option 2. The amount of insurance will be the greater of:

- (1) the Basic Amount plus the Account Value or
- (2) a percentage of the Account Value based on the Insured's age at the start of the current Policy Year, as indicated in the "Minimum Death Benefit Percentage of Account Value Table" shown on page 4.

Change in Basic Amount. The Basic Amount changes are limited to one each Policy Year by Request. However, any increase in the Basic Amount required due to a payment that would increase the Policy's Death Benefit more than it increases the Account Value will not count against this limit. The minimum amount of change is shown on page 3. For any change in Basic Amount, We will send You revised pages 3 and 4 to be placed with this Policy.

For a Basic Amount Increase, an Application must be completed, evidence of insurability satisfactory to Us must be furnished, and there must be enough Cash Surrender Value to make a Monthly Deduction which includes the Cost of Insurance for the Basic Amount Increase. No Basic Amount Increase will be allowed after the Policy Anniversary when the Insured is age 85. The revised pages 3 and 4 will show the amount of the Basic Amount Increase, its Effective Date, Maximum Monthly Cost of Insurance Rates for the Basic Amount Increase if the Class of Risk for the Basic Amount Increase is different, the additional Surrender Charges, and any change in Planned Premium.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS (CONTINUED)

For a Basic Amount Decrease, the Basic Amount remaining after the decrease cannot be less than the Basic Amount Minimum. We reserve the right to not accept a Request for a Basic Amount Decrease if such decrease could result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. Any decrease will first be used to reduce the most recent Basic Amount Increase. Then, the next most recent Basic Amount Increases will be reduced. Finally, the Initial Basic Amount will be reduced. The revised pages 3 and 4 will show the amount of decrease, its Effective Date, and any change in Planned Premium and Surrender Charges. The Basic Amount Decrease will take effect on the date We receive the Request.

Change of Death Benefit Option. You may change a Death Benefit Option once each Policy Year by Request prior to the Policy Anniversary when the Insured is age 121. The change will take effect the date We receive Your Request. For a change in Death Benefit Option, We will send You a revised page 3 to be placed with this Policy. The revised page will show the new Death Benefit Option and the Effective Date of the change.

If the change is to Death Benefit Option 1, the Basic Amount will be increased by the amount of Account Value on the Effective Date of the change. We reserve the right to not accept Your Request for a change to Death Benefit Option 1 if such change could result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time.

If the change is to Death Benefit Option 2, the Basic Amount will be decreased by the Account Value on the Effective Date of the decrease.

PREMIUM PROVISIONS

Payment of Premiums. You may pay premiums at Our Home Office or to one of Our agents. We will give You a receipt signed by one of Our Officers, if You request one. The Initial Premium, shown on page 3, is due on the Policy Date. All other premiums may be paid in any amount and at any time prior to the Policy Anniversary when the Insured is age 121 if:

- (1) the amount is at least \$25;
- (2) in a Policy Year, the total premiums, excluding the Initial Premium, do not exceed without Our consent, the total Planned Premiums for a Policy Year; and
- (3) no premium or part of any premium paid would be rejected for tax purposes.

On and after the Policy Anniversary when the Insured is age 121, no premium will be accepted other than premiums required to keep this Policy in force under the Grace Period.

We reserve the right to request evidence of insurability and require an Increase in Basic Amount and/or reject premium if the premium payment would increase the Policy's Death Benefit more than it increases the Account Value.

Premium Charge. The Premium Charge Percentage times the amount of the premium received is the Premium Charge. The actual Premium Charge Percentage will be determined as described in the Changes in Rates and Charges provision. Such percentage cannot exceed the Maximum Premium Charge Percentage shown on page 3.

PREMIUM PROVISIONS (CONTINUED)

Rejection of Premium Payments for Tax Purposes. We reserve the right to reject any premium or part of any premium paid if such premium amount would result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. We will promptly return any rejected premium. No Premium Charge will be deducted from the rejected premium. No premium will be rejected if it is necessary to continue coverage.

Grace Period. A Grace Period is 61 days and starts on a Deduction Date as specified below. We will mail a notice to You and to any assignee of record at least 31 days prior to the end of the Grace Period. The notice will state:

- (1) this Policy will remain in force until the end of the Grace Period,
- (2) the date the Grace Period ends, and
- (3) this Policy will terminate and lapse without value unless the required amount is paid prior to that date.

Prior to the Policy Anniversary when the Insured is age 121, the Grace Period will start on any Deduction Date if the Cash Surrender Value is not enough to cover the Monthly Deduction on that Deduction Date. On and after the Policy Anniversary when the Insured is age 121, the Grace Period will start on any Deduction Date if the Account Value is less than the Loan plus accrued Loan Interest. If the Grace Period ends prior to the Policy Anniversary when the Insured is age 121, the required amount is a premium large enough to provide an increase in the Cash Surrender Value to cover the Monthly Deductions for the Grace Period and any increase in the Surrender Charges. If the Grace Period ends on or after the Policy Anniversary when the Insured is age 121, the required amount must be a payment large enough to cover the Loan plus accrued Loan Interest that is in excess of the Account Value at the end of the Grace Period.

Reinstatement. If this Policy is terminated at the end of the Grace Period, You may apply to reinstate it within 5 years after lapse. You must give Us proof of the Insured's insurability that is satisfactory to Us. You must pay an amount as specified below:

- (1) If reinstatement is applied for prior to the Policy Anniversary when the Insured is age 121, the premium must be large enough to provide an increase in the Policy Account Value over the amount We reinstate so that the Cash Surrender Value will cover the Monthly Deductions for the Grace Period and keep this Policy in force for 2 months following the date the reinstatement takes effect.
- (2) If reinstatement is applied for on or after the Policy Anniversary when the Insured is age 121, that amount must be large enough to cover the accrued Loan Interest in excess of the Account Value less the Loan on the date the reinstatement takes effect.

Reinstatement will take effect on the date We approve the Application for reinstatement. The amount of any Loan Amount on the date of lapse will be reinstated when reinstatement takes effect. No interest from the date of lapse to date of reinstatement is included in that amount. We will reinstate the amount of the Policy Account Value equal to the Policy Account Value on the date of lapse less any decrease in the amount of any Surrender Charge between the date of lapse and the date of reinstatement.

GUARANTEED VALUES PROVISIONS

Account Value. The Account Value on the Policy Date is the Initial Net Premium less the Monthly Deduction for the first Policy Month.

The Account Value on any Deduction Date after the Policy Date is the Account Value on the prior Deduction Date:

- (1) plus any Net Premium Payments received since the prior Deduction Date,
- (2) less the deduction for the Cost of Insurance and the Monthly Issue Charge for any Basic Amount Increase and the Monthly Charges for any Riders that became effective since the prior Deduction Date,
- (3) less any Withdrawals since the prior Deduction Date,
- (4) less the current Monthly Deduction,
- (5) plus any dividend paid and added to the Account Value on the current Deduction Date, and
- (6) plus any interest accrued since the prior Deduction Date.

The Account Value on any other date is the Account Value on the prior Deduction Date:

- (1) plus any Net Premium Payments received since the prior Deduction Date,
- (2) less the deduction for the Cost of Insurance and the Monthly Issue Charge for any Basic Amount Increase and the Monthly Charges for any Riders that became effective since the prior Deduction Date,
- (3) less any Withdrawals since the prior Deduction Date, and
- (4) plus any interest accrued since the prior Deduction Date.

Monthly Deduction. This deduction is made on each Deduction Date prior to the Policy Anniversary when the Insured is age 121, whether or not premiums are paid, as long as the Cash Surrender Value is enough to cover that Monthly Deduction. Each Monthly Deduction includes:

- (1) the Cost of Insurance,
- (2) the Monthly Charges for any Riders,
- (3) the Monthly Expense Charge, and
- (4) the Monthly Issue Charge, if applicable.

No Monthly Deduction will be made on or after the Policy Anniversary when the Insured is age 121.

Cost of Insurance. This cost is calculated each Policy Month prior to the Policy Anniversary when the Insured is age 121. The cost is determined separately for the Initial Basic Amount and each Basic Amount Increase. The Cost of Insurance is the Monthly Cost of Insurance Rate times the difference between (1) and (2) where:

- (1) is the amount of insurance attributable to the Initial Basic Amount of Insurance or Basic Amount Increase, as applicable, on the Deduction Date at the start of the month divided by the Insurance Discount Factor shown on page 3, and
- (2) is the Account Value attributable to the Initial Basic Amount or Basic Amount Increase, as applicable, on the Deduction Date at the start of the month after the deduction of the part of the Monthly Deduction that does not include the Cost of Insurance and the Monthly Charge for any waiver of monthly deduction benefit rider.

Until the Account Value exceeds the Initial Basic Amount, the Account Value is part of the Initial Basic Amount. Once the Account Value exceeds that amount, if there have been any Basic Amount Increases, the excess will be part of the increases in the order in which the increases occurred.

Monthly Cost of Insurance Rates. These rates for each Policy Year are based on the Insured's age on the Policy Anniversary, sex, and applicable Class of Risk. A Class of Risk will be determined for the Initial Basic Amount and for each Basic Amount Increase. The rates shown on page 4 are the Maximum Monthly Cost of Insurance Rates for the Initial Basic Amount. Maximum Monthly Cost of Insurance Rates will be provided for each Basic Amount Increase. The actual Monthly Cost of Insurance Rates will be determined as described in the Changes in Rates and Charges provision. Such rates cannot exceed the Maximum Monthly Cost of Insurance Rates and cannot be changed more than once a calendar year.

GUARANTEED VALUES PROVISIONS (CONTINUED)

Monthly Expense Charge. The Maximum Monthly Expense Charge is shown on page 3. The actual Monthly Expense Charge will be determined as described in the Changes in Rates and Charges provision. The actual Monthly Expense Charge cannot exceed the maximum.

Monthly Issue Charge. The Maximum Monthly Issue Charge is shown on page 3. The actual Monthly Issue Charge will be determined as described in the Changes in Rates and Charges provision. The actual Monthly Issue Charge cannot exceed the maximum. A Monthly Issue Charge is determined separately for the Initial Basic Amount and each Basic Amount Increase.

Interest Credited. We guarantee to credit interest to the Account Value. The actual effective annual rate will be determined as described in the Changes in Rates and Charges provision. Such rate will not be less than the Guaranteed Interest Rate shown on page 3. The rate applied to the Account Value up to the amount of any Loan may differ from the rate applied to the Account Value in excess of the amount of the Loan.

On and after the Policy Anniversary when the Insured is age 121, the Guaranteed Interest Rate will be credited to the Account Value.

Surrender Charge. The Schedule of Surrender Charges is shown on page 4. For each Basic Amount Increase, additional Surrender Charges will apply. The revised page 4 will show a revised Schedule of Surrender Charges which includes those additional charges.

Upon reinstatement, the Surrender Charges will be adjusted for any Surrender Charge deducted at the time of lapse. The revised page 4 will show a schedule of the adjusted Surrender Charges.

SURRENDER AND WITHDRAWALS PROVISIONS

Surrender. You may surrender this Policy at any time by Request. This Policy will terminate on the date We receive Your Request or later date if You so request it. We will pay You the Cash Surrender Value as of the date coverage ceases plus the Monthly Deduction for the part of the Policy Month beyond that date. See the Surrender Charge provision regarding the Surrender Charges applicable.

Withdrawals. You may withdraw part of the Cash Surrender Value by Request at any time while this Policy is in force. No more than 4 Withdrawals can be made in any Policy Year. The Minimum Withdrawal Amount is shown on page 3. The withdrawal is effective on the date We receive Your Request or a later date, if You so request it. As of that date, the Account Value is reduced by the amount of the withdrawal.

If You request a Basic Amount Decrease or a Change in Death Benefit Option at the same time You request a withdrawal, We will process the withdrawal before processing either the Basic Amount Decrease or the Change in Death Benefit Option.

SURRENDER AND WITHDRAWALS PROVISIONS (CONTINUED)

If Death Benefit Option 1 is in effect, then the Basic Amount will be reduced by the amount of the withdrawal. The effective date of the reduction will be the date of the withdrawal. The reduction will be made as if a Basic Amount Decrease had been requested.

We reserve the right to reject Your Request for a withdrawal if Your Request would reduce the Basic Amount below the Basic Amount Minimum. We reserve the right to reject Your Request for a withdrawal if the withdrawal would result in this Policy being disqualified as a life insurance contract under any section of, ruling or regulation under, the Code, as amended from time to time.

POLICY LOAN PROVISIONS

Loan. You may borrow against this Policy at any time while this Policy is in force. This Policy is the sole security for such Loan. You may borrow the Loan Value less any existing Loan and accrued Loan Interest and Monthly Deductions for the next 2 months. If Your unpaid Loan plus accrued Loan Interest exceeds the Loan Value on any Deduction Date, the Grace Period provision will apply.

Loan Value. The Loan Value is the Cash Value of this Policy.

Loan Interest. Interest accrues and is payable each day at a rate of 6% a year in Policy Years 1-10, 5% a year in Policy Years 11-20, and 4.5% a year in Policy Years 21 and later. Any interest not paid is added to the Loan on each Policy Anniversary.

Loan Repayment. You may repay all or part of a Loan at any time before the Insured dies or this Policy is surrendered or terminated. Prior to the Policy Anniversary when the Insured is age 121, You must tell Us that a payment is for repayment or We will assume it is a premium payment. If this Policy has a Loan on or after the Policy Anniversary when the Insured is age 121, only a repayment of a Loan will be accepted.

PAYMENT OF BENEFITS PROVISIONS

Beneficiary Designation. This is as shown in the Application, unless You have made a change by Request. It includes the name of the Beneficiary. If You name "estate" as a Beneficiary, it means the executors or administrators of the last survivor of You and all Beneficiaries. If You name "children" of a person as a Beneficiary, only children born to or legally adopted by that person will be included. We may rely on an affidavit as to the ages, names, and other facts about all Beneficiaries. We will incur no liability if We act on such affidavit.

Change of Beneficiary Designation. You may make a change by Request while the Insured is alive and this Policy is in force. The change will take effect on the date Your Request is signed, unless You specify a later date. The change will not affect any action We have taken before We receive the Request. To change a named irrevocable Beneficiary, the Request must include a written statement from the irrevocable Beneficiary who is being changed.

PAYMENT OF BENEFITS PROVISIONS (CONTINUED)

Order of Payment on the Insured's Death. When the Insured dies, We will make payment in equal shares to the primary Beneficiaries living when payment is made. If the last primary dies, We will make payment in equal shares to the successor Beneficiaries living when payment is made. If, at any time, no Beneficiary is living, We will make a one sum payment to You, if living when payment is made. Otherwise, We will make a one sum payment to the estate of the last survivor of You and all Beneficiaries. You may change this order of payment by Request while the Insured is alive.

Methods of Payment. We will pay the Proceeds or the Cash Surrender Value under the One Sum Method unless You choose another method then available. If the Payee is other than a natural person, We will make payment under the One Sum Method.

All payment intervals are measured from the date this Policy is surrendered or from the date the Insured dies.

After the Insured's death, a Payee who has the right to make a withdrawal may change the method of payment. This Payee may also appoint a successor payee. The successor payee may be the Payee's estate.

We must receive a Request for payment of the Proceeds and due proof of the Insured's death. Due proof of the Insured's death is evidence satisfactory to Us:

- (1) to establish the date and fact of the Insured's death,
- (2) to permit Us to determine whether Proceeds are payable, and
- (3) such other items and information as may be necessary for Us to comply with laws and regulations related to payment of the claim or administration of the business of insurance.

Method 1 (One Sum Method). We will pay the Cash Surrender Value or the Proceeds in one sum. Interest will be paid from the date of the Insured's death to the date of payment. The interest rate will be the greater of 2% a year or the interest rate required by law, if applicable.

Method 2 (Other Method). Payment by any other method may be made if We agree.

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BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive prior to the Policy Anniversary when the Insured is age 121. The Basic Plan is eligible for Annual Dividends.

ADDITIONAL INSURED'S LEVEL TERM LIFE INSURANCE BENEFIT RIDER

General. This Rider is part of this Policy. It is based on the Application for this Rider and the deduction of the Monthly Charges for this Rider. Only certain policy provisions are a part of this Rider. They are "Definitions," "Ownership," "Payment of Benefits," "Grace Period," "Reinstatement," "Monthly Deduction," "The Contract," "Annual Dividends," "Changes in Rates and Charges", "Assignment," and "Error in Age or Sex." "Ownership" is modified by "Ownership Modification." "Additional Insured" is used in place of "Insured" in the Reinstatement and Error in Age or Sex provisions when they apply to this Rider. The provisions of this Rider apply in lieu of any other Policy provisions to the contrary. The Additional Insured is named on page 3 of this Policy. This Rider does not increase the Cash Value or Loan Value of this Policy.

Additional Insured's Level Term Life Insurance Benefit. The amount of the Benefit is shown on page 3 of this Policy. This amount will be paid when due proof is received that the Additional Insured died before this Rider terminated.

Monthly Charges for This Rider. The Maximum Monthly Charges for this Rider are shown per \$1000 on page 4 of this Policy. The Monthly Charges for each Policy Year are based on the Additional Insured's age on the Policy Anniversary, sex, and Class of Risk for this Rider. We can use charges lower than those shown. Such charges can be adjusted for projected changes in mortality but cannot exceed the Maximum Monthly Charges for this Rider. Such adjustments cannot be made more than once a calendar year.

Ownership Modification. If the Insured is the Owner, the Additional Insured will become the Owner when the Insured dies.

Beneficiary. When the Additional Insured dies, We will make payment to You, if then living. Otherwise, We will make payment in equal shares to any surviving children born to or legally adopted by the Insured and Additional Insured. Otherwise, We will make payment to the Additional Insured's estate. We will make the payment in one sum. You may change this provision by Request.

Conversion. You may convert this Rider by Request to a new policy on the Additional Insured without evidence of insurability subject to the following:

- (1) This Rider must be in force.
- (2) The conversion must occur on or before the later of the Policy Anniversary when the Additional Insured is age 75 or the fifth Policy Anniversary after the Effective Date of this Rider.
- (3) The Request must include the first premium for the new policy.

The Effective Date of the new policy is the date We receive the Request. Pages 3 and 4 of this Policy will then be revised. Coverage under this Rider will terminate when the conversion occurs.

If the Insured dies while this Rider can be converted, the Request to convert must be received within 90 days after the Insured dies. The effective date of the new policy will be the day after the end of the 90-day period. Coverage continues until the end of that period.

The new policy will be subject to the following conditions at the time of conversion:

- (1) It must be a whole life plan then available. At least one plan will be made available.
- (2) The amount of insurance can be no more than the amount then provided by this Rider.
- (3) The premium will be based on the Additional Insured's attained age, sex, and Class of Risk. The Class of Risk will be the same as for this Rider.
- (4) All limitations of this Rider will be part of the new policy.
- (5) The Incontestability and Limited Death Benefit provisions in the new policy will not extend beyond the period set by this Rider.

ADDITIONAL INSURED'S LEVEL TERM LIFE INSURANCE BENEFIT RIDER (CONTINUED)

Termination. This Rider will terminate on the earlier of the Policy Anniversary shown under Benefit Period Ends on page 3 of this Policy or the Policy Anniversary when the Additional Insured is age 95. We will terminate this Rider before either of those dates:

- (1) when this Rider is converted,
- (2) when this Policy is terminated by surrender or lapse, or
- (3) 90 days after the Insured's death.

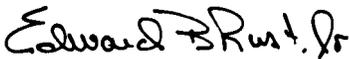
You may terminate this Rider by Request. This Rider will terminate on the date We receive Your Request. We will revise pages 3 and 4 of this Policy to show this change.

Incontestability. We will not contest this Rider after it has been in force during the lifetime of the Additional Insured for 2 years from the Effective Date of this Rider. We will not contest any reinstatement of this Rider after it has been in force during the lifetime of the Additional Insured for 2 years from the Effective Date of the reinstatement. Any contest will be based upon statements made in the Application that are material to the risk or hazard assumed by Us for such reinstatement.

Limited Death Benefit. If the Additional Insured dies by suicide while sane or self-destruction while insane within 2 years from the Effective Date of this Rider, the Benefit will be limited to the actual Monthly Charges for this Rider that were deducted.

Effective Date of This Rider. This is the Policy Date unless a different date for this Rider is shown on page 3 of this Policy.

State Farm Life Insurance Company



President



Secretary

SAMPLE

SERFF Tracking Number: STFL-126971519 State: Arkansas
 Filing Company: State Farm Life Insurance Company State Tracking Number: 47758
 Company Tracking Number: SFL 11030-04
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 11030-04 UL
 Project Name/Number: 11030-04 UL/11030-04 UL

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: See Attached.		
Attachment: CERFLESH - forms 11030-04 & 11126-04.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: See Attached Application which was approved by your department on 1-3-2011 under SERFF Tracking # STFL-126931804.		
Attachment: 1000704 AR.2 Life App_ Bracketed.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certificate of Compliance Reg-19		
Comments: See Attached		
Attachment: ARREG19 11030-04.pdf		

	Item Status:	Status Date:
Satisfied - Item: AR Form1 New Albany		
Comments: See Attached		
Attachment: AR_Form1_NewAlbany.pdf		

SERFF Tracking Number: STFL-126971519 State: Arkansas
Filing Company: State Farm Life Insurance Company State Tracking Number: 47758
Company Tracking Number: SFL 11030-04
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 11030-04 UL
Project Name/Number: 11030-04 UL/11030-04 UL

Item Status: **Status**
Date:

Satisfied - Item: Certificate of Compliance (Reg 34)

Comments:

See Attachment

Attachment:

AR_11030_comply reg 34.pdf

Item Status: **Status**
Date:

Satisfied - Item: Forms 03905-04.1 and 03906-04.1

Comments:

Forms referenced in cover letter.

Attachments:

AR 03906-04.1.pdf

Form_03905-04.1.pdf

Item Status: **Status**
Date:

Satisfied - Item: Consent to Submit Rates

Comments:

See Attached

Attachment:

ARCONSENT_INDET_PREM.pdf

Item Status: **Status**
Date:

Satisfied - Item: Certificate of Compliance Bulletin
No. 11-83

Comments:

See Attached

Attachment:

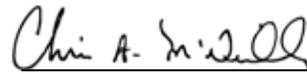
AR_11030_comply Bulletin 11-83.pdf

STATE FARM LIFE INSURANCE COMPANY
One State Farm Plaza (B2)
Bloomington, IL 61710

CERTIFICATE

The following term(s) meet the minimum reading ease score using the Flesch reading ease test.
Unless indicated, each form has been scored separately.

<u>Form #</u>	<u>Flesch Reading Ease Score</u>
11030-04	56
11126-04	55



Chris A. McNeilly, Assistant Secretary

January 16, 2011

Date



Application for Individual Life Insurance

1. Type of Application *(Check one)*

- a. New Business
- b. Change of Plan/Added Benefits Universal Life Increase Existing Plan Number(s): _____
 Term Conversion with Increase in Amount Select Term Re-entry

2. Proposed Insured 1 *(Print name in full)*

<input checked="" type="checkbox"/> Mr. Last Name		First Name			Middle Initial	
a. <input type="checkbox"/> Ms. [Doe]		[John]			[J]	
b. Mailing Address		City		State	ZIP Code	
[123 Main St.]		[Bloomington]		[AR]	[61701]	
c. Social Security or Tax Identification Number		Driver's License Number		State	Sex	Birth Date (mm/dd/yyyy)
[000-00-0000]		[D000 0000 0000]		[AR]	[M]	[08/22/1975]
d. Marital Status		Height	Weight	State of Birth	United States or Canadian Citizen?	
[Married]		[5 10]	[195]	[AR]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
e. Occupation		Employer's Name				
[Attorney]		[Self]				
Do job duties involve work in one of the following occupation categories: amusement, sports, construction, explosives, diving, liquor, logging, mining, gas, or oil? <i>(If yes, explain exact duties.)</i>						Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

f. _____

3. Proposed Insured 2 *(Additional Insured or Payor, print name in full)*

<input type="checkbox"/> Mr. Last Name		First Name			Middle Initial	
a. <input type="checkbox"/> Ms.						
b. Social Security or Tax Identification Number		Driver's License Number		State	Sex	Birth Date (mm/dd/yyyy)
c. Marital Status		Height	Weight	State of Birth	United States or Canadian Citizen?	
					Yes <input type="checkbox"/> No <input type="checkbox"/>	
d. Occupation		Employer's Name				
Do job duties involve work in one of the following occupation categories: amusement, sports, construction, explosives, diving, liquor, logging, mining, gas, or oil? <i>(If yes, explain exact duties.)</i>						Yes <input type="checkbox"/> No <input type="checkbox"/>

e. _____

4. Applicant/Owner *(Complete 4 if not Proposed Insured 1, print name in full)*

Last Name		First Name		Middle Initial	Social Security or Tax Identification Number	
a. [Doe]		[Jane]		[A]	[000-00-0000]	
b. Mailing Address		City		State	ZIP Code	
[123 Main St.]		[Bloomington]		[AR]	[61701]	

Successor Owner *(Required unless the Applicant/Owner is a Trust or Corporation)*

Last Name		First Name			Middle Initial
c. [Doe]		[Jill]			[A]

5. Complete 5 if Proposed Insured is under age 16

- a. Is Proposed Insured to be Owner at and after age 21? Yes No
- b. Give amount of insurance in force on: (If none, so indicate.)
Father \$ _____ Mother \$ _____

6. Coverages Applied For (Do not complete 6-8 if applying for Universal Life.)

a. Amount Applied For: \$ [100,000]

Basic Plan coverage applied for:

- | | | |
|----------------------------------------------|-------------------------------------------|---------------------------------------------------|
| <input type="radio"/> Whole Life | <input type="radio"/> Term to Age 95 - 10 | <input type="radio"/> Return of Premium Term - 20 |
| <input type="radio"/> Single Premium Life | <input type="radio"/> Term to Age 95 - 20 | <input type="radio"/> Return of Premium Term - 30 |
| <input checked="" type="radio"/> 10 Pay Life | <input type="radio"/> Term to Age 95 - 30 | <input type="radio"/> Decreasing Term - 15 |
| <input type="radio"/> 15 Pay Life | <input type="radio"/> 5 Year Term | <input type="radio"/> Decreasing Term - 30 |
| <input type="radio"/> 20 Pay Life | | |

b. Riders/Benefits applied for: (Check Ratebook for availability of riders.)

Waiver of Premium (PI 1 only) [Yes No]

- | | |
|------------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Guaranteed Insurability Option \$ _____ | |
| <input type="checkbox"/> Children's Term Rider _____ Units | |
| <input type="checkbox"/> Payor (Complete PI 2) | |
| <input type="checkbox"/> 5 Year Term (PI 1) \$ _____ | <input type="checkbox"/> 5 Year Term (PI 2) \$ _____ |
| <input type="checkbox"/> Term to Age 95 - 10 (PI 1) \$ _____ | <input type="checkbox"/> Term to Age 95 - 10 (PI 2) \$ _____ |
| <input type="checkbox"/> Term to Age 95 - 20 (PI 1) \$ _____ | <input type="checkbox"/> Term to Age 95 - 20 (PI 2) \$ _____ |
| <input type="checkbox"/> Term to Age 95 - 30 (PI 1) \$ _____ | <input type="checkbox"/> Term to Age 95 - 30 (PI 2) \$ _____ |
| <input type="checkbox"/> Decreasing Term - 15 (PI 1) \$ _____ | <input type="checkbox"/> Decreasing Term - 15 (PI 2) \$ _____ |
| <input type="checkbox"/> Decreasing Term - 30 (PI 1) \$ _____ | <input type="checkbox"/> Decreasing Term - 30 (PI 2) \$ _____ |

c. Amount of premium submitted with Application: \$ [2,741.00]

Mode of premium payment: [annual]

7. Dividend Option

If the dividend option chosen is not available or no option is chosen, policy provisions determine the option.

- Paid-up Additions
- Accumulate
- Reduce Premium
- Cash

8. Complete if policy applied for has an APL provision.

Do you want the Automatic Premium Loan provision to apply, if applicable? Yes No
[]

9. Universal Life / Second to Die

a. Initial Basic Amount: \$ _____ Universal Life Second to Die

b. Death Benefit: (Complete for new policy only.)

If no option is chosen, policy provisions determine the option.

Option 1 - Basic Amount Option 2 - Basic Amount plus Account Value

c. Riders/Benefits applied for: (Check Ratebook for availability of riders.)

Waiver of Monthly Deduction (PI 1 only) Yes No

Universal Life ONLY

Guaranteed Insurability Option \$ _____

Children's Term Rider _____ Units

Level Term (PI 2) \$ _____

Accelerated Death Benefit for Long-Term Care

Second to Die ONLY

Level Term (PI 1) \$ _____

Level Term (PI 2) \$ _____

Second to Die 4-Year Level Term

d. Dividend Option:

If no option is chosen, policy provisions determine the option.

Addition to Account Value Cash

e. IRS Definition of life insurance test: (only applicable to Universal Life)

Cash Value Accumulation Guideline Premium

f. Planned Premium:

Mode chosen: Annual SFPP Existing SFPP Account Number: _____

Other Special Monthly: _____

Amount to be billed each payment date: \$ _____

Amount of premium submitted with Application: \$ _____

g. Increase in Basic Amount for Universal Life only: (Do not complete for new policy.) \$ _____

10. Beneficiary Designation - Proposed Insured 1

Completion of this section will replace all previous rider and policy designations for this policy. If a Change of Plan or an addition in coverage, this designation will replace previous designations for this insured. If the Basic Plan is Second to Die, this designation applies only if Proposed Insured 1 is the Survivor or insured under a Level Term (PI 1) rider.

Primary Beneficiary - Full Name	Relationship
[Jane A Doe]	[Spouse]
Successor Beneficiary - Full Name	Relationship
[Jill A Doe]	[Child]

11. Beneficiary Designation - Proposed Insured 2

Complete for Additional Insured's rider only if the Beneficiary provision in the rider is NOT desired. If this section is completed, the Payment of Benefit provision of the policy will control rather than the Beneficiary provision of such rider. "Additional Insured" would be used in place of the "Insured". If a Change of Plan or an addition in coverage, this designation will replace previous designations for this insured. If the Basic Plan is Second to Die, this designation applies only if Proposed Insured 2 is the Survivor or insured under a Level Term (PI 2) rider.

Primary Beneficiary - Full Name	Relationship
---------------------------------	--------------

Successor Beneficiary - Full Name	Relationship
-----------------------------------	--------------

12. Complete 12 if CTR applied for. *List children under age 18 (if none, so state)*

Last Name, First Name, MI <i>(If last name different, explain.)</i>	Relationship to Proposed Insured 1	Birth Date			Amount Now Insured For
		Month	Day	Year	
					\$

Complete 13-15 if CTR applied for OR Proposed Insured 1 is under age 16.

13. In the last 10 years, has Proposed Insured 1 or any children named in question 12, been diagnosed, treated, or been given advice by a member of the medical profession for: *(If yes, check all that apply and explain.)* Yes No

- | | | |
|---------------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------|
| a. <input type="checkbox"/> birth defect | e. <input type="checkbox"/> mental disorder | i. <input type="checkbox"/> impairment of sight, hearing, or speech |
| b. <input type="checkbox"/> asthma | f. <input type="checkbox"/> seizure | j. <input type="checkbox"/> diabetes |
| c. <input type="checkbox"/> kidney disease | g. <input type="checkbox"/> heart murmur | k. <input type="checkbox"/> anemia |
| d. <input type="checkbox"/> leukemia | h. <input type="checkbox"/> cancer | |

14. Has Proposed Insured 1 or any children named in question 12, ever been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)? *(If yes, explain.)* Yes No

15. In the last 3 years, has Proposed Insured 1 or any children named in question 12, seen a doctor for any reason not previously explained excluding any routine physical examination with normal findings? *(If yes, explain.)*

16. Complete for all Applications

Proposed Insured 1 or Applicant, if other than Proposed Insured 1:

a. Do you own any life insurance or annuities on yourself or others? [Yes No]

b. If yes, is this policy a replacement of any of those policies? [Yes No]

c. What is the total amount of life insurance in force on you from all companies (excluding group insurance)?
 PI 1 \$ _____ PI 2 \$ _____

d. Is anyone now applying for life or health insurance on you with any other company? [Yes No] [Yes No]
(If yes, in Explanations state company and amounts.)

Applications (Ages 16 & up): Complete 17-22

	PI 1		PI 2							
	Yes	No	Yes	No						
17. Have you used tobacco or other nicotine products in any form in the last 36 months? <i>(If yes, please provide month/year last used: PI 1 _____ / _____ PI 2 _____ / _____)</i> <i>Month Year</i> <i>Month Year</i>	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
18. In the last 10 years, have you been diagnosed, treated, or been given advice by a member of the medical profession for: <i>(If yes, explain.)</i> <i>(Check all that apply)</i>	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">PI 1 PI 2</td> <td style="width: 50%; text-align: center;">PI 1 PI 2</td> </tr> <tr> <td>a. <input type="checkbox"/> <input type="checkbox"/> cancer or tumor</td> <td>c. <input type="checkbox"/> <input type="checkbox"/> heart disease or disorder, chest pain, high blood pressure</td> </tr> <tr> <td>b. <input type="checkbox"/> <input type="checkbox"/> diabetes</td> <td>d. <input type="checkbox"/> <input type="checkbox"/> stroke or transient ischemic attack (TIA)</td> </tr> </table>	PI 1 PI 2	PI 1 PI 2	a. <input type="checkbox"/> <input type="checkbox"/> cancer or tumor	c. <input type="checkbox"/> <input type="checkbox"/> heart disease or disorder, chest pain, high blood pressure	b. <input type="checkbox"/> <input type="checkbox"/> diabetes	d. <input type="checkbox"/> <input type="checkbox"/> stroke or transient ischemic attack (TIA)				
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b. <input type="checkbox"/> <input type="checkbox"/> diabetes	d. <input type="checkbox"/> <input type="checkbox"/> stroke or transient ischemic attack (TIA)									
19. Have you ever been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)? <i>(If yes, explain.)</i>	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
20. In the last 5 years, have you for any reason not previously explained: <i>(If yes, explain.)</i>										
a. seen a doctor or psychologist?	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
b. had medication prescribed other than medications for cold, flu, seasonal allergies (i.e. hay fever), or birth control? <i>(If yes, list and explain.)</i>	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
c. had or been advised by a member of the medical profession to have treatment or a test (except for Human Immunodeficiency Virus) in any lab, clinic, or hospital?	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
d. been told by a member of the medical profession surgery was necessary?	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
21. In the last 3 years, have you: <i>(If yes, explain.)</i>										
a. been convicted of or pleaded guilty to any felony or any moving violations or driving under the influence of alcohol or drugs?	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
b. engaged in any type of aviation activity (other than as a passenger); or is any such activity planned in the next 6 months?	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
c. engaged in avocations such as mountain/rock climbing, vehicle racing, SCUBA/skin diving, sky diving, ballooning, or hang gliding; or is any such activity planned in the next 6 months?	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						
22. Do you plan to leave or travel from the United States or Canada in the next 6 months? <i>(If yes, explain.)</i>	[<input type="radio"/>]	[<input checked="" type="radio"/>]	[<input type="radio"/>]	[<input type="radio"/>]						

23. Applications (Ages 16 and up): Complete 23

Proposed Insured 1 or Applicant, if other than Proposed Insured 1:

- a. Have you entered into or made any plans to enter into any agreement or contract to sell or assign the ownership of, or a beneficial interest in the policy you are applying for? *(If yes, explain.)* [Yes No]
- b. Have you received or do you anticipate receiving any type of inducement, fee, or compensation as an incentive to purchase the policy you are applying for? *(If yes, explain.)* [Yes No]
- c. Have you ever received any inducement, fee or compensation as an incentive to purchase, sell, transfer or assign a life insurance or annuity policy? *(If yes, explain.)* [Yes No]
- d. Have you ever sold, transferred or assigned any life insurance or annuity policy to a third party, such as a viatical settlement entity, life settlement entity, insurance company, other secondary market provider, or premium financing entity? *(If yes, explain.)* [Yes No]

Applications (Ages 16 & up if NO medical exam is required): Complete 24-26

- | | | PI 1 | | PI 2 | | | | | | | | | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------|--------------------------|--------------------------|---|-----------------------|----------------------------------|---|-----------------------|-----------------------|
| | | Yes | No | Yes | No | | | | | | | | | | | | | |
| <p>24. In the last 10 years, have you for any reason not previously explained, been diagnosed, treated, or been given advice by a member of the medical profession for: <i>(If yes, explain.)</i></p> <p><i>(Check all that apply)</i></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center; width: 50%;">PI 1</td> <td style="text-align: center; width: 50%;">PI 2</td> </tr> <tr> <td>a. <input type="checkbox"/> respiratory disorder</td> <td>c. <input type="checkbox"/> mental or nervous disorder</td> </tr> <tr> <td>b. <input type="checkbox"/> liver or intestinal disorder</td> <td>d. <input type="checkbox"/> blood disorder</td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> <p><i>(Check all that apply)</i></p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center; width: 50%;">PI 1</td> <td style="text-align: center; width: 50%;">PI 2</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> </td> </tr> </table> | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center; width: 50%;">PI 1</td> <td style="text-align: center; width: 50%;">PI 2</td> </tr> <tr> <td>a. <input type="checkbox"/> respiratory disorder</td> <td>c. <input type="checkbox"/> mental or nervous disorder</td> </tr> <tr> <td>b. <input type="checkbox"/> liver or intestinal disorder</td> <td>d. <input type="checkbox"/> blood disorder</td> </tr> </table> | PI 1 | PI 2 | a. <input type="checkbox"/> respiratory disorder | c. <input type="checkbox"/> mental or nervous disorder | b. <input type="checkbox"/> liver or intestinal disorder | d. <input type="checkbox"/> blood disorder | <p><i>(Check all that apply)</i></p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center; width: 50%;">PI 1</td> <td style="text-align: center; width: 50%;">PI 2</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> | PI 1 | PI 2 | <input type="checkbox"/> | <input type="checkbox"/> | [| <input type="radio"/> | <input checked="" type="radio"/> |] | <input type="radio"/> | <input type="radio"/> |
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| PI 1 | PI 2 | | | | | | | | | | | | | | | | | |
| a. <input type="checkbox"/> respiratory disorder | c. <input type="checkbox"/> mental or nervous disorder | | | | | | | | | | | | | | | | | |
| b. <input type="checkbox"/> liver or intestinal disorder | d. <input type="checkbox"/> blood disorder | | | | | | | | | | | | | | | | | |
| PI 1 | PI 2 | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | |
| <p>25. In the last 5 years, have you applied for or received disability benefits; had an injury to your neck, back, arm, or leg; or had any loss of sight or hearing? <i>(If yes, explain.)</i></p> | [| <input type="radio"/> | <input checked="" type="radio"/> |] | <input type="radio"/> | <input type="radio"/> | | | | | | | | | | | | |
| <p>26. In the last 5 years, have you used cocaine, marijuana, methamphetamine, or any other controlled substance or narcotic not prescribed by a member of the medical profession; had medical treatment or counseling for use of alcohol or prescribed or non-prescribed drugs; or been advised by a member of the medical profession to discontinue use of alcohol or prescribed or non-prescribed drugs? <i>(If yes, explain.)</i></p> | [| <input type="radio"/> | <input checked="" type="radio"/> |] | <input type="radio"/> | <input type="radio"/> | | | | | | | | | | | | |

27. Explanations:

If space below is insufficient, use additional sheets which will be part of this application. Sheets must be signed and dated by Proposed Insured(s), and/or Applicant, and witnessed by Agent.

28. Agreements

Coverage will be effective as of the Policy Date if the following conditions are met: the first premium is paid when this policy is delivered; the Proposed Insureds are living on the delivery date; and, on that delivery date, the information given to the Company is true and complete to the best of the Proposed Insureds' and Applicant's knowledge and belief.

For changes in Basic Amount for a Universal Life Policy, the change will be effective on the Deduction Date on or next following acceptance of the change by the Company if on such Deduction Date the following conditions are met: there is enough Cash Surrender Value to make the required monthly deduction; the Proposed Insureds are all living; and the information given to the Company is true and complete to the best of the Proposed Insureds' and Applicant's knowledge and belief.

However, if a binding receipt has been given and is in effect, its terms apply.

All Proposed Insureds and the Applicant state that the information in this Application and any medical history is true and complete to the best of their knowledge and belief. Information is not true and complete to the best of their knowledge and belief if it misrepresents or omits a fact which a Proposed Insured or the Applicant knew or should have known, regardless whether the misrepresentation or omission was intentional. It is agreed that the Company can investigate the truth and completeness of such information while this policy is contestable.

By accepting this Policy, the Owner agrees to the beneficiaries named and corrections made. No change in plan, amount, benefits, or age at issue may be made on the Application unless the Owner agrees in writing. Only an authorized company officer may change the policy provisions. Neither the agent nor a medical examiner may pass on insurability.

Any policy issued on this Application will be owned by Proposed Insured 1 or the Applicant, if other than Proposed Insured 1.

NOTICE: Insurance laws may prohibit the owner of a life insurance policy from entering into any agreement to sell, transfer or assign a life insurance policy prior to the date the policy was issued, or within a period of time specified by state law after the date the policy was issued. The Owner should consult with legal advisors for any questions about these matters.

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

Social Security or Tax Identification Number (TIN) Certification

By signing this application, I certify under penalties of perjury that (1) the TIN shown above is correct, and (2) I am exempt from backup withholding, or that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding, (If you are subject to backup withholding, cross out item 2.) and (3) I am a U.S. person (Including a U.S. resident alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. (See instructions.)

Date Signed [June 18, 2011]

Signature of Proposed Insured 1 X [John Doe]

Not required if Proposed Insured is under age 16.

at [Bloomington, AR]
City State

Signature of Proposed Insured 2 X _____

SAMPLE

Signature of Agent as Witness to all Signatures X [Mark Smith]

Signature of Applicant X [Jane A. Doe]

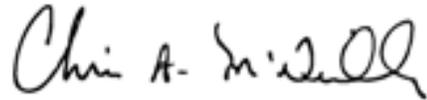
Not required unless applicant is other than Proposed Insured 1. If a firm or corporation is to be the owner, give its name and signature of authorized officer.

STATE OF ARKANSAS

CERTIFICATION

This is to certify that the forms contained in this submission are in compliance with Arkansas Regulation No. 19:

Form # 11030-04, 11126-04



Chris A. McNeilly
Assistant Secretary

January 3, 2011

Date

State Farm Insurance Companies



New Albany Operations Center
5400 New Albany Road East
New Albany, OH 43054

Date

Mr. John Smith
Street Address
City, State, Zip Code

Re: Policy No.
Claim No.
Insured

Dear Mr. Smith:

Thank you for notifying us of the claim against this policy.

(Variable information)

Arkansas Law requires us to pay 8% interest per year on policy proceeds and refund of premiums if payment is not made within 30 days after our receipt of proof of the insured's death. Such interest accrues from date of death to date of payment.

(Variable information)

Sincerely,

CERTIFICATE OF COMPLIANCE

Sections 6 and 7 of Rule and Regulation 34 have been reviewed and Form 11030 is in compliance. In every case reserves will be greater than or equal to the actual cash surrender values provided for under Form 11030. The reserves will be greater than or equal to the minimum reserves calculated under Regulation 34.

State Farm Life Insurance Company
Company Name

Sheila A. Melzer

Sheila A. Melzer, F.S.A., M.A.A.A.

Actuarial Director II

Title

January 20, 2011

Date

STATE FARM LIFE INSURANCE COMPANY

LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it will be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Arkansas Life and Health Insurance Guaranty Association
C/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

SUMMARY

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

Coverage

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

(Please see reverse side.)

Exclusions from Coverage

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

Limits on Amount of Coverage

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within the overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

Dear Policyholder:

For information or assistance with any insurance problem, be sure to **contact your State Farm agent first.** Your "good neighbor" agent will be happy to help you.

Agent's Name, Address, Phone Number

If additional information or assistance is required, you may contact:

**State Farm Life Insurance Company
8900 Amberglen Boulevard
Austin, Texas 78729-1110
Phone: (512) 918-4000**

If you are still not satisfied with the service you have received, you should feel free to contact:

**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
Phone: 1-800-852-5494**

Policyholder Information Service

**State Farm Life Insurance Company
Home Office:
Bloomington, Illinois 61710-0001**

EXHIBIT A (REVISED)

CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL

The State Farm Life Insurance Company of
(Company Name)

Bloomington, Illinois does hereby consent
(City and State)

and agree

A) that all premium rates and/or cost bases both "maximum" and "current or projected", used in relation to policy form number 11030-04 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

State Farm Life Insurance Company
(Company)

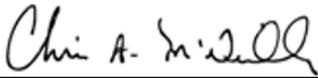
By: Chris A. McNeilly
Chris A. McNeilly
Assistant Secretary

CERTIFICATE OF COMPLIANCE

State Farm Life Insurance Company certifies that we have reviewed the guidelines in Bulletin No. 11-83 and Form 11030-04 complies with these guidelines. The consent form required by Bulletin No. 11-83 is attached.

State Farm Life Insurance Company

Company Name



Chris A. McNeilly

Assistant Secretary

Title

Date: January 18, 2011

<i>SERFF Tracking Number:</i>	<i>STFL-126971519</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>State Farm Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47758</i>
<i>Company Tracking Number:</i>	<i>SFL 11030-04</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>11030-04 UL</i>		
<i>Project Name/Number:</i>	<i>11030-04 UL/11030-04 UL</i>		

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/12/2011	Form	Flexible Premium Adjustable Life Insurance Policy	04/04/2011	11030 04 UL bracket 20110107 _complete.pdf (Superseded)



STATE FARM LIFE INSURANCE COMPANY

One State Farm Plaza, Bloomington, Illinois 61710

Insured [JOHN J DOE]

[(Male)]

Age [35]

Policy Number [LF-0000-0000]

Policy Date [August 27, 2011]

Initial Basic Amount [\$50,000]

This Policy is based on the Application and the payment of premiums, as specified in this Policy, while the Insured lives. State Farm Life Insurance Company will pay the Proceeds to the Beneficiary when due proof of the Insured's death is received.

30-Day Right to Examine the Policy. This Policy may be returned within 30 days of its receipt for a refund of all premiums paid. Return may be made to State Farm Life Insurance Company or one of Our agents. If returned, this Policy will be void from the Policy Date.

Read this Policy with care. This is a legal contract between You and State Farm Life Insurance Company.

[*Edward B. Rust, Jr.*]

President

[*Kim M. Brunner*]

Secretary

SAMPLE

BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive prior to the Policy Anniversary when the Insured is age 121. The Basic Plan is eligible for Annual Dividends.

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The Application and any Riders and Endorsements follow page 16.

P O L I C Y I D E N T I F I C A T I O N

Insured [JOHN J DOE] Age [35]
[(Male)]
Policy Number LF-[0000-0000] Initial Basic Amount \$[50,000]
Policy Date [August 27, 2011]
Issue Date [August 27, 2011]
Owner [JANE A DOE]

S C H E D U L E O F B E N E F I T S

Universal Life Basic Plan:

Death Benefit Option [1] (Basic Amount includes the Account Value)
Basic Amount: \$[50,000]
Class of Risk: [Standard Male Non-Tobacco]
Basic Amount Minimum [until the Policy Anniversary when the Insured is age 55: \$50,000
Basic Amount Minimum on and after the Policy Anniversary when the Insured is age 55:
\$25,000]
Minimum Amount of Increase: \$[25,000]
Minimum Amount of Decrease: \$[10,000]
Minimum Withdrawal: \$[500]
Definition of Life Insurance Test: [Guideline Premium Test]

S C H E D U L E O F P R E M I U M S

Initial Premium: \$[561.00]
Planned Premium: \$[561.00]
Payment Period: [Annual]
Total Premiums
Beginning: For Policy Year
[August 27, 2011] \$ [561.00]

I N T E R E S T R A T E S

Guaranteed Interest Rate: 2%
Insurance Discount Factor: 1.0016516

C H A R G E S A N D F E E S

Deduction Date: [27th of each month]

Maximum Premium Charge Percentage: 7%

Maximum Monthly Expense Charge in Policy Years 1-5: \$9.00
Maximum Monthly Expense Charge in Policy Years 6 & later: \$12.00

For the Initial Basic Amount, the Maximum Monthly Issue Charge in first 60 Policy Months starting on the Policy Date:

\$.04 per \$1000 of Initial Basic Amount, subject to a maximum of \$10.00 per month.

For each increase in Basic Amount, the Maximum Monthly Issue Charge in first 60 Policy Months starting on the Effective Date of the increase:

\$.04 per \$1000 of each Basic Amount increase, each subject to a maximum of \$10.00 per month.

Continued on Next Page

A N N U A L D I V I D E N D S

This Policy is eligible for annual dividends; however, we do not expect to pay dividends on this Policy. Dividends are not guaranteed. See the Annual Dividends provision on page 7.

 NOTE: The Planned Premium shown may not continue this Policy in force to the Policy Anniversary when the Insured is age 121 even if this amount is paid as scheduled. The period for which this Policy will continue will depend on (1) the amount, time, and frequency of premium payments, (2) changes in Premium Charge Percentage, (3) changes in the Basic Amount and Death Benefit Option, (4) changes in interest in excess of the Guaranteed Interest Rate, (5) changes in Monthly Deductions including Cost of Insurance, Monthly Charges for any Riders, Monthly Expense Charge, and Monthly Issue Charge, and (6) withdrawals and Loans. See the Changes in Rates and Charges provision for rates and charges we can change.

This Policy may not qualify as life insurance under federal tax law after the Policy Anniversary when the Insured is age 100 and may be subject to adverse tax consequences. A tax advisor should be consulted before the Owner chooses to continue this Policy after the Policy Anniversary when the Insured is age 100.

M I N I M U M D E A T H B E N E F I T P E R C E N T A G E O F A C C O U N T V A L U E
T A B L E

AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE
35	250%	51	178%	67	118%	83	105%
36	250%	52	171%	68	117%	84	105%
37	250%	53	164%	69	116%	85	105%
38	250%	54	157%	70	115%	86	105%
39	250%	55	150%	71	113%	87	105%
40	250%	56	146%	72	111%	88	105%
41	243%	57	142%	73	109%	89	105%
42	236%	58	138%	74	107%	90	105%
43	229%	59	134%	75	105%	91	104%
44	222%	60	130%	76	105%	92	103%
45	215%	61	128%	77	105%	93	102%
46	209%	62	126%	78	105%	94	101%
47	203%	63	124%	79	105%	95 & over	100%
48	197%	64	122%	80	105%		
49	191%	65	120%	81	105%		
50	185%	66	119%	82	105%		

Continued on Next Page
Page 4

SCHEDULE OF SURRENDER CHARGES

Beginning Policy Year	Policy Month	Surrender Charge	Beginning Policy Year	Policy Month	Surrender Charge
[1	1	\$ 23.00	2	8	\$460.00]
[1	2	46.00	2	9	483.00]
[1	3	69.00	2	10	506.00]
[1	4	92.00	2	11	529.00]
[1	5	115.00	2	12	552.00]
[1	6	138.00	3	1	552.00]
[1	7	161.00	4	1	552.00]
[1	8	184.00	5	1	552.00]
[1	9	207.00	6	1	552.00]
[1	10	230.00	7	1	496.80]
[1	11	253.00	8	1	441.60]
[1	12	276.00	9	1	386.40]
[2	1	299.00	10	1	331.20]
[2	2	322.00	11	1	276.00]
[2	3	345.00	12	1	220.80]
[2	4	368.00	13	1	165.60]
[2	5	391.00	14	1	110.40]
[2	6	414.00	15	1	55.20]
[2	7	437.00	16	1	0.00]

Additional surrender charges will apply for each increase in Basic Amount for 15 years starting on the effective date of the increase.

C O S T O F I N S U R A N C E R A T E S A N D M O N T H L Y C H A R G E S

Maximum Monthly Cost of Insurance Rates
Per \$1000

(Class of Risk-Standard Male Non-Tobacco)

Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate
[35	0.0934	51	0.3148	67	1.6339	83	8.6135	99	36.4325]
[36	0.0976	52	0.3475	68	1.7796	84	9.5913	100	39.0835]
[37	0.1034	53	0.3851	69	1.9435	85	10.6935	101	41.5109]
[38	0.1109	54	0.4329	70	2.1352	86	11.9242	102	44.1763]
[39	0.1176	55	0.4865	71	2.3686	87	13.2765	103	47.1103]
[40	0.1268	56	0.5419	72	2.6423	88	14.7403	104	50.3318]
[41	0.1376	57	0.5956	73	2.9318	89	16.3061	105	53.8699]
[42	0.1510	58	0.6494	74	3.2440	90	17.8976	106	57.8027]
[43	0.1668	59	0.7125	75	3.5855	91	19.4964	107	62.1940]
[44	0.1844	60	0.7890	76	3.9724	92	21.2072	108	67.1272]
[45	0.2036	61	0.8825	77	4.4247	93	23.0525	109	72.7010]
[46	0.2228	62	0.9914	78	4.9534	94	25.0443	110	79.0454]
[47	0.2387	63	1.1105	79	5.5501	95	27.0677	111-120	83.3333]
[48	0.2512	64	1.2349	80	6.2211	96	29.0947	121 & over	0.0000]
[49	0.2671	65	1.3645	81	6.9572	97	31.3129]		
[50	0.2880	66	1.4961	82	7.7445	98	33.7487]		

The Maximum Monthly Cost of Insurance Rates are based on the Insured's age last birthday at the start of the Policy Year, sex, and tobacco use as shown above. The Commissioners 2001 Standard Ordinary [Nonsmoker] Ultimate Age Last Birthday Mortality Table applies. Modifications are made if the Class of Risk is other than Standard.

DEFINITIONS

We, Us, and Our refer to State Farm Life Insurance Company.

You and Your refer to the Owner.

Application. Includes any life insurance application, any application for change in this Policy, medical history, questionnaire, and other documents from You or any other person proposed for insurance which are made a part of this Policy.

Basic Amount. The Initial Basic Amount plus any Basic Amount Increases less any Basic Amount Decreases shown on page 3.

Basic Amount Minimum. Shown on page 3.

Benefit Period Ends. For any Rider, the coverage for the benefit extends to, but does not include, the Policy Anniversary in the year shown on page 3 under this heading.

Cash Surrender Value. The Cash Value less any Loan and accrued Loan Interest. This amount will not be less than zero.

Cash Value. The Account Value less any Surrender Charge. If this Policy is surrendered within 31 days after a Policy Anniversary, this amount will not decrease within that period except for any Withdrawals.

Class of Risk. The underwriting class of the person insured. A Class of Risk will be determined for the Initial Basic Amount and each Basic Amount Increase.

Code. The United States Internal Revenue Code, as amended from time to time.

Deduction Date. The Policy Date and each monthly anniversary of the Policy Date.

Dollars. Any money We pay, or which is paid to Us, must be in United States dollars.

Effective Date. Coverage starts on this date.

Initial Basic Amount. The amount of coverage on the Insured provided by the Basic Plan on the Policy Date shown on page 3.

Initial Net Premium. The Initial Premium less any Premium Charge.

Initial Premium. The amount shown on page 3 You must pay before this Policy becomes effective.

Insurance Amount. The amount of coverage on the Effective Date of each Rider shown under this heading on page 3. For the Insured, see the Death Benefit Options provision on page 9.

Issue Date. The date this Policy is issued shown on page 3.

Monthly Charge Deductible. A monthly charge for any Rider is deducted as part of the Monthly Deduction until the Policy Anniversary in the year shown on page 3 under the heading Benefit Period Ends.

DEFINITIONS (CONTINUED)

Net Premium Payment. Your premium payment less any Premium Charge.

Officer. The president, a vice president, the secretary, or an assistant secretary of State Farm Life Insurance Company.

Payee. On the Insured's death, the Beneficiaries shown in the Application, unless changed. If You surrender this Policy while the Insured is alive, the persons that You have named to receive the Cash Surrender Value. A Payee can be other than a natural person only if We agree.

Planned Premium. The premium amount shown on page 3 that You have chosen. This amount is for the payment period that You have chosen.

Policy Date. The Effective Date of this Policy shown on pages 1 and 3.

Policy Month, Year, or Anniversary. A policy month, year, or anniversary is measured from the Policy Date.

Proceeds. The amounts payable on the death of the Insured.

Request. A written request signed by the person making the Request. Such Request must be received by Us and be on Our request form; or if such Request is not on Our request form, it must include the information required by Our request form.

Rider. Any benefit, other than the Basic Plan, made a part of this Policy.

Successor Owner. May be named in the Application or later by Request if You are not the Insured.

GENERAL PROVISIONS

The Contract. This Policy contains the Basic Plan, any amendments, any endorsements, any Riders, and a copy of the Application. A copy of any Application for a change to this Policy will be sent to You to be placed with this Policy. Such Applications become part of this Policy. This Policy is the entire contract. We have relied on the statements in the Application in issuing this Policy. We reserve the right to investigate the truth and completeness of those statements. In the absence of fraud, those statements are representations and not warranties. Only statements in the Application will be used to rescind this Policy or deny a claim within the time period specified in the Incontestability provision.

Only an Officer has the right to change this Policy. No agent has the authority to change this Policy or to waive any of its terms. All endorsements, amendments, and Riders must be signed by an Officer to be valid.

We may modify this Policy after We notify You to assure continued qualification of this Policy as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. If We modify this Policy, We will send You the appropriate endorsement to be placed with this Policy. Such endorsement is subject to regulatory approval. If any provision of this Policy conflicts with the law of a jurisdiction that governs this Policy, the provision is deemed to be amended to conform to such law.

GENERAL PROVISIONS (CONTINUED)

Definition of Life Insurance Test. In order for Your Policy to qualify as a life insurance contract under the Code, it must at all times satisfy one of the two tests defined by the Code. Unless elected otherwise in the Application, the test that applies to this Policy is the Cash Value Accumulation Test. The test applicable to this Policy is shown on page 3 and is called the Definition of Life Insurance Test. It cannot be changed for the life of this Policy.

Transaction Delay. Any payment from the Account Value or for a Loan will usually be made within 7 days of receipt of the Request for payment. We may defer payment of any Cash Surrender Value, withdrawal, or Loan for up to 6 months from the date We receive Your Request. However, a withdrawal or a Loan to pay a premium on other policies with Us will not be deferred. If We defer any such payment for 30 days or more, We will pay interest in addition to such payment. Such interest accrues from the date the payment becomes payable to the date of payment at 2% per year or the interest rate and time required by law, if greater.

Annual Report. Each year, We will send You a report. This report will show:

- (1) the Account Value, the Cash Surrender Value, any Loan and accrued Loan Interest, and the amount of the death benefit as of the date of the last report and this report and
- (2) any premiums paid, any deductions made, and any Withdrawals made since the last report.

Minimum Values. The Cash Values are at least as large as those required by law in the state where this Policy is delivered. The insurance authority there has a statement of how these values are calculated. We base minimum Cash Values, Maximum Monthly Cost of Insurance Rates, and reserves on the Insured's age last birthday, sex and tobacco use, if applicable. The Guaranteed Interest Rate is shown on page 3. The mortality table used is shown on page 4. Modifications are made for each Class of Risk other than Standard.

Changes in Rates and Charges. Prior to the Policy Anniversary when the Insured is age 121, Monthly Cost of Insurance Rates, Monthly Charges for any additional insured's level term life insurance benefit rider, the Premium Charge Percentage, the Monthly Issue Charge, the Monthly Expense Charge, and the interest rate applicable to the Account Value can change at any time, subject to the limitations in this Policy. We will determine each based on future expectations as to investment earnings, mortality, expenses, and persistency.

Annual Dividends. We do not expect to pay dividends on this Policy; however, We may apportion and pay dividends each year. Any such dividends will be paid only at the end of a Policy Year. There is no right to a partial or prorated dividend prior to the end of a Policy Year.

You may choose to have Your dividend used under one of these Dividend Options:

- (1) Cash. We will pay it to You in cash.
- (2) Addition to Account Value. We will add it to the Account Value at the end of the Policy Year.

If You do not choose a Dividend Option on the Application or by Request or the Dividend Option chosen is not available, We will use Dividend Option 2. You may change the Dividend Option by Request. The change will apply to dividends paid after We receive Your Request.

Projection of Benefits and Values. If You send Us a Request, We will provide You with a projection of death benefits, account values, and cash surrender values each year. An additional projection can be provided if You send Us a Request. We may charge no more than a \$25 fee for providing each additional projection.

GENERAL PROVISIONS (CONTINUED)

Assignment. You may assign this Policy or any interest in it. We will recognize an Assignment only if it is in writing and filed with Us. We are not responsible for the validity or effect of any Assignment. An Assignment may limit the interest of any Beneficiary. The assignment will take effect the date You sign the notice or the date You choose, subject to any payments made or actions taken by Us prior to receipt of this notice.

Error in Age or Sex. If the Insured's date of birth or sex is not as stated in the Application, We will adjust this Policy as follows. If the error is discovered prior to the date a death benefit is payable on the Insured, Monthly Deductions starting on the next Deduction Date will be made based on the correct age and sex of the Insured. No adjustments will be made to the Account Value.

If the error is discovered when a death benefit is payable on the Insured, such adjustment will be based on the on the ratio of the correct deduction for the Cost of Insurance or Monthly Charge, as applicable, for the most recent Deduction Date for that benefit to the deduction for the Cost of Insurance or Monthly Charge, as applicable, that was made. For the Basic Plan, the adjustment is made to the amount of insurance less the Account Value.

Incontestability. We will not contest the Initial Basic Amount after the Basic Plan has been in force during the Insured's lifetime for 2 years from the Policy Date. We will not contest any Basic Amount Increase or reinstatement after it has been in force during the lifetime of the Insured for 2 years from the Effective Date of the Basic Amount Increase or reinstatement. We will not contest a Basic Amount Increase due to a change to Death Benefit Option 1. Any contest of any Basic Amount Increase or reinstatement will be based on statements made in the Application that are material to the risk or the hazard assumed by Us for such Basic Amount Increase or reinstatement.

Each Rider has its own incontestability provision.

Limited Death Benefit. If the Insured dies by suicide while sane or self-destruction while insane within 2 years from the Policy Date, the Initial Basic Amount will not be paid. The Proceeds in this case will be limited to the premiums paid on the Basic Plan less any Loan, accrued Loan Interest, any withdrawals from the Account Value, and any dividends paid on the Basic Plan.

Any Basic Amount Increase will not be paid if the Insured's death results from suicide while sane or self-destruction while insane within 2 years from the Effective Date of such Basic Amount Increase. The Proceeds of the Basic Amount Increase will be limited to the Monthly Deductions for the Basic Amount Increase. This does not apply to a Basic Amount Increase due to a change to Death Benefit Option 1.

Each Rider has its own limited death benefit provision.

OWNERSHIP PROVISIONS

Owner. The Owner is as named in the Application, unless changed. You may exercise any policy provision only by Request and while the Insured is alive, subject to the rights of any assignee that We have on record and to the rights of any irrevocably designated Beneficiary. The Successor Owner will become the Owner of this Policy if You die while this Policy is in force.

Change of Owner/Successor Owner. You may change the Owner or Successor Owner by Request while the Insured is alive and this Policy is in force. The change will take effect the date You sign the Request, unless You specify a later date. The change will not affect any action We have taken before We receive the Request. A change of Owner or Successor Owner does not change the Beneficiary Designation.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS

Death Benefit. The amount of Death Benefit is an amount of insurance based on the Death Benefit Option shown on page 3 plus any insurance amounts payable under any Riders on the Insured and the part of the Cost of Insurance for the part of the Policy Month beyond the Insured's death less any Loan, accrued Loan Interest, and, if the Insured dies during the Grace Period, the Monthly Deductions from the start of the Grace Period.

Death Benefit Options. There are two Death Benefit Options. If You do not choose an option, We will use Option 2. The Account Value on the date of death is used in determining the amount of insurance. If the Death Benefit Option is Option 2 on the Policy Anniversary when the Insured is age 121, the Death Benefit Option will automatically be changed to Option 1.

Option 1. The amount of insurance will be the greater of:

- (1) the Basic Amount plus Net Premium Payment received since the last Deduction Date plus interest earned on that Net Premium Payment or
- (2) a percentage of the Account Value based on the Insured's age at the start of the current Policy Year, as indicated in the "Minimum Death Benefit Percentage of Account Value Table" shown on page 4.

Option 2. The amount of insurance will be the greater of:

- (1) the Basic Amount plus the Account Value or
- (2) a percentage of the Account Value based on the Insured's age at the start of the current Policy Year, as indicated in the "Minimum Death Benefit Percentage of Account Value Table" shown on page 4.

Change in Basic Amount. The Basic Amount changes are limited to one each Policy Year by Request. However, any increase in the Basic Amount required due to a payment that would increase the Policy's Death Benefit more than it increases the Account Value will not count against this limit. The minimum amount of change is shown on page 3. For any change in Basic Amount, We will send You revised pages 3 and 4 to be placed with this Policy.

For a Basic Amount Increase, an Application must be completed, evidence of insurability satisfactory to Us must be furnished, and there must be enough Cash Surrender Value to make a Monthly Deduction which includes the Cost of Insurance for the Basic Amount Increase. No Basic Amount Increase will be allowed after the Policy Anniversary when the Insured is age 85. The revised pages 3 and 4 will show the amount of the Basic Amount Increase, its Effective Date, Maximum Monthly Cost of Insurance Rates for the Basic Amount Increase if the Class of Risk for the Basic Amount Increase is different, the additional Surrender Charges, and any change in Planned Premium.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS (CONTINUED)

For a Basic Amount Decrease, the Basic Amount remaining after the decrease cannot be less than the Basic Amount Minimum. We reserve the right to not accept a Request for a Basic Amount Decrease if such decrease could result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. Any decrease will first be used to reduce the most recent Basic Amount Increase. Then, the next most recent Basic Amount Increases will be reduced. Finally, the Initial Basic Amount will be reduced. The revised pages 3 and 4 will show the amount of decrease, its Effective Date, and any change in Planned Premium and Surrender Charges. The Basic Amount Decrease will take effect on the date We receive the Request.

Change of Death Benefit Option. You may change a Death Benefit Option once each Policy Year by Request prior to the Policy Anniversary when the Insured is age 121. The change will take effect the date We receive Your Request. For a change in Death Benefit Option, We will send You a revised page 3 to be placed with this Policy. The revised page will show the new Death Benefit Option and the Effective Date of the change.

If the change is to Death Benefit Option 1, the Basic Amount will be increased by the amount of Account Value on the Effective Date of the change. We reserve the right to not accept Your Request for a change to Death Benefit Option 1 if such change could result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time.

If the change is to Death Benefit Option 2, the Basic Amount will be decreased by the Account Value on the Effective Date of the decrease.

PREMIUM PROVISIONS

Payment of Premiums. You may pay premiums at Our Home Office or to one of Our agents. We will give You a receipt signed by one of Our Officers, if You request one. The Initial Premium, shown on page 3, is due on the Policy Date. All other premiums may be paid in any amount and at any time prior to the Policy Anniversary when the Insured is age 121 if:

- (1) the amount is at least \$25;
- (2) in a Policy Year, the total premiums, excluding the Initial Premium, do not exceed without Our consent, the total Planned Premiums for a Policy Year; and
- (3) no premium or part of any premium paid would be rejected for tax purposes.

On and after the Policy Anniversary when the Insured is age 121, no premium will be accepted other than premiums required to keep this Policy in force under the Grace Period.

We reserve the right to request evidence of insurability and require an Increase in Basic Amount and/or reject premium if the premium payment would increase the Policy's Death Benefit more than it increases the Account Value.

Premium Charge. The Premium Charge Percentage times the amount of the premium received is the Premium Charge. The actual Premium Charge Percentage will be determined as described in the Changes in Rates and Charges provision. Such percentage cannot exceed the Maximum Premium Charge Percentage shown on page 3.

PREMIUM PROVISIONS (CONTINUED)

Rejection of Premium Payments for Tax Purposes. We reserve the right to reject any premium or part of any premium paid if such premium amount would result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. We will promptly return any rejected premium. No Premium Charge will be deducted from the rejected premium. No premium will be rejected if it is necessary to continue coverage.

Grace Period. A Grace Period is 61 days and starts on a Deduction Date as specified below. We will mail a notice to You and to any assignee of record at least 31 days prior to the end of the Grace Period. The notice will state:

- (1) this Policy will remain in force until the end of the Grace Period,
- (2) the date the Grace Period ends, and
- (3) this Policy will terminate and lapse without value unless the required amount is paid prior to that date.

Prior to the Policy Anniversary when the Insured is age 121, the Grace Period will start on any Deduction Date if the Cash Surrender Value is not enough to cover the Monthly Deduction on that Deduction Date. On and after the Policy Anniversary when the Insured is age 121, the Grace Period will start on any Deduction Date if the Account Value is less than the Loan plus accrued Loan Interest. If the Grace Period ends prior to the Policy Anniversary when the Insured is age 121, the required amount is a premium large enough to provide an increase in the Cash Surrender Value to cover the Monthly Deductions for the Grace Period and any increase in the Surrender Charges. If the Grace Period ends on or after the Policy Anniversary when the Insured is age 121, the required amount must be a payment large enough to cover the Loan plus accrued Loan Interest that is in excess of the Account Value at the end of the Grace Period.

Reinstatement. If this Policy is terminated at the end of the Grace Period, You may apply to reinstate it within 5 years after lapse. You must give Us proof of the Insured's insurability that is satisfactory to Us. You must pay an amount as specified below:

- (1) If reinstatement is applied for prior to the Policy Anniversary when the Insured is age 121, the premium must be large enough to provide an increase in the Policy Account Value over the amount We reinstate so that the Cash Surrender Value will cover the Monthly Deductions for the Grace Period and keep this Policy in force for 2 months following the date the reinstatement takes effect.
- (2) If reinstatement is applied for on or after the Policy Anniversary when the Insured is age 121, that amount must be large enough to cover the accrued Loan Interest in excess of the Account Value less the Loan on the date the reinstatement takes effect.

Reinstatement will take effect on the date We approve the Application for reinstatement. The amount of any Loan Amount on the date of lapse will be reinstated when reinstatement takes effect. No interest from the date of lapse to date of reinstatement is included in that amount. We will reinstate the amount of the Policy Account Value equal to the Policy Account Value on the date of lapse less any decrease in the amount of any Surrender Charge between the date of lapse and the date of reinstatement.

GUARANTEED VALUES PROVISIONS

Account Value. The Account Value on the Policy Date is the Initial Net Premium less the Monthly Deduction for the first Policy Month.

The Account Value on any Deduction Date after the Policy Date is the Account Value on the prior Deduction Date:

- (1) plus any Net Premium Payments received since the prior Deduction Date,
- (2) less the deduction for the Cost of Insurance and the Monthly Issue Charge for any Basic Amount Increase and the Monthly Charges for any Riders that became effective since the prior Deduction Date,
- (3) less any Withdrawals since the prior Deduction Date,
- (4) less the current Monthly Deduction,
- (5) plus any dividend paid and added to the Account Value on the current Deduction Date, and
- (6) plus any interest accrued since the prior Deduction Date.

The Account Value on any other date is the Account Value on the prior Deduction Date:

- (1) plus any Net Premium Payments received since the prior Deduction Date,
- (2) less the deduction for the Cost of Insurance and the Monthly Issue Charge for any Basic Amount Increase and the Monthly Charges for any Riders that became effective since the prior Deduction Date,
- (3) less any Withdrawals since the prior Deduction Date, and
- (4) plus any interest accrued since the prior Deduction Date.

Monthly Deduction. This deduction is made on each Deduction Date prior to the Policy Anniversary when the Insured is age 121, whether or not premiums are paid, as long as the Cash Surrender Value is enough to cover that Monthly Deduction. Each Monthly Deduction includes:

- (1) the Cost of Insurance,
- (2) the Monthly Charges for any Riders,
- (3) the Monthly Expense Charge, and
- (4) the Monthly Issue Charge, if applicable.

No Monthly Deduction will be made on or after the Policy Anniversary when the Insured is age 121.

Cost of Insurance. This cost is calculated each Policy Month prior to the Policy Anniversary when the Insured is age 121. The cost is determined separately for the Initial Basic Amount and each Basic Amount Increase. The Cost of Insurance is the Monthly Cost of Insurance Rate times the difference between (1) and (2) where:

- (1) is the amount of insurance attributable to the Initial Basic Amount of Insurance or Basic Amount Increase, as applicable, on the Deduction Date at the start of the month divided by the Insurance Discount Factor shown on page 3, and
- (2) is the Account Value attributable to the Initial Basic Amount or Basic Amount Increase, as applicable, on the Deduction Date at the start of the month after the deduction of the part of the Monthly Deduction that does not include the Cost of Insurance and the Monthly Charge for any waiver of monthly deduction benefit rider.

Until the Account Value exceeds the Initial Basic Amount, the Account Value is part of the Initial Basic Amount. Once the Account Value exceeds that amount, if there have been any Basic Amount Increases, the excess will be part of the increases in the order in which the increases occurred.

Monthly Cost of Insurance Rates. These rates for each Policy Year are based on the Insured's age on the Policy Anniversary, sex, and applicable Class of Risk. A Class of Risk will be determined for the Initial Basic Amount and for each Basic Amount Increase. The rates shown on page 4 are the Maximum Monthly Cost of Insurance Rates for the Initial Basic Amount. Maximum Monthly Cost of Insurance Rates will be provided for each Basic Amount Increase. The actual Monthly Cost of Insurance Rates will be determined as described in the Changes in Rates and Charges provision. Such rates cannot exceed the Maximum Monthly Cost of Insurance Rates and cannot be changed more than once a calendar year.

GUARANTEED VALUES PROVISIONS (CONTINUED)

Monthly Expense Charge. The Maximum Monthly Expense Charge is shown on page 3. The actual Monthly Expense Charge will be determined as described in the Changes in Rates and Charges provision. The actual Monthly Expense Charge cannot exceed the maximum.

Monthly Issue Charge. The Maximum Monthly Issue Charge is shown on page 3. The actual Monthly Issue Charge will be determined as described in the Changes in Rates and Charges provision. The actual Monthly Issue Charge cannot exceed the maximum. A Monthly Issue Charge is determined separately for the Initial Basic Amount and each Basic Amount Increase.

Interest Credited. We guarantee to credit interest to the Account Value. The actual effective annual rate will be determined as described in the Changes in Rates and Charges provision. Such rate will not be less than the Guaranteed Interest Rate shown on page 3. The rate applied to the Account Value up to the amount of any Loan may differ from the rate applied to the Account Value in excess of the amount of the Loan.

On and after the Policy Anniversary when the Insured is age 121, the Guaranteed Interest Rate will be credited to the Account Value.

Surrender Charge. The Schedule of Surrender Charges is shown on page 4. For each Basic Amount Increase, additional Surrender Charges will apply. The revised page 4 will show a revised Schedule of Surrender Charges which includes those additional charges.

Upon reinstatement, the Surrender Charges will be adjusted for any Surrender Charge deducted at the time of lapse. The revised page 4 will show a schedule of the adjusted Surrender Charges.

SURRENDER AND WITHDRAWALS PROVISIONS

Surrender. You may surrender this Policy at any time by Request. This Policy will terminate on the date We receive Your Request or later date if You so request it. We will pay You the Cash Surrender Value as of the date coverage ceases plus the Monthly Deduction for the part of the Policy Month beyond that date. See the Surrender Charge provision regarding the Surrender Charges applicable.

Withdrawals. You may withdraw part of the Cash Surrender Value by Request at any time while this Policy is in force. No more than 4 Withdrawals can be made in any Policy Year. The Minimum Withdrawal Amount is shown on page 3. The withdrawal is effective on the date We receive Your Request or a later date, if You so request it. As of that date, the Account Value is reduced by the amount of the withdrawal.

If You request a Basic Amount Decrease or a Change in Death Benefit Option at the same time You request a withdrawal, We will process the withdrawal before processing either the Basic Amount Decrease or the Change in Death Benefit Option.

SURRENDER AND WITHDRAWALS PROVISIONS (CONTINUED)

If Death Benefit Option 1 is in effect, then the Basic Amount will be reduced by the amount of the withdrawal. The effective date of the reduction will be the date of the withdrawal. The reduction will be made as if a Basic Amount Decrease had been requested.

We reserve the right to reject Your Request for a withdrawal if Your Request would reduce the Basic Amount below the Basic Amount Minimum. We reserve the right to reject Your Request for a withdrawal if the withdrawal would result in this Policy being disqualified as a life insurance contract under any section of, ruling or regulation under, the Code, as amended from time to time.

POLICY LOAN PROVISIONS

Loan. You may borrow against this Policy at any time while this Policy is in force. This Policy is the sole security for such Loan. You may borrow the Loan Value less any existing Loan and accrued Loan Interest and Monthly Deductions for the next 2 months. If Your unpaid Loan plus accrued Loan Interest exceeds the Loan Value on any Deduction Date, the Grace Period provision will apply.

Loan Value. The Loan Value is the Cash Value of this Policy.

Loan Interest. Interest accrues and is payable each day at a rate of 6% a year in Policy Years 1-10, 5% a year in Policy Years 11-20, and 4.5% a year in Policy Years 21 and later. Any interest not paid is added to the Loan on each Policy Anniversary.

Loan Repayment. You may repay all or part of a Loan at any time before the Insured dies or this Policy is surrendered or terminated. Prior to the Policy Anniversary when the Insured is age 121, You must tell Us that a payment is for repayment or We will assume it is a premium payment. If this Policy has a Loan on or after the Policy Anniversary when the Insured is age 121, only a repayment of a Loan will be accepted.

PAYMENT OF BENEFITS PROVISIONS

Beneficiary Designation. This is as shown in the Application, unless You have made a change by Request. It includes the name of the Beneficiary. If You name "estate" as a Beneficiary, it means the executors or administrators of the last survivor of You and all Beneficiaries. If You name "children" of a person as a Beneficiary, only children born to or legally adopted by that person will be included. We may rely on an affidavit as to the ages, names, and other facts about all Beneficiaries. We will incur no liability if We act on such affidavit.

Change of Beneficiary Designation. You may make a change by Request while the Insured is alive and this Policy is in force. The change will take effect on the date Your Request is signed, unless You specify a later date. The change will not affect any action We have taken before We receive the Request. To change a named irrevocable Beneficiary, the Request must include a written statement from the irrevocable Beneficiary who is being changed.

PAYMENT OF BENEFITS PROVISIONS (CONTINUED)

Order of Payment on the Insured's Death. When the Insured dies, We will make payment in equal shares to the primary Beneficiaries living when payment is made. If the last primary dies, We will make payment in equal shares to the successor Beneficiaries living when payment is made. If, at any time, no Beneficiary is living, We will make a one sum payment to You, if living when payment is made. Otherwise, We will make a one sum payment to the estate of the last survivor of You and all Beneficiaries. You may change this order of payment by Request while the Insured is alive.

Methods of Payment. We will pay the Proceeds or the Cash Surrender Value under the One Sum Method unless You choose another method then available. If the Payee is other than a natural person, We will make payment under the One Sum Method.

All payment intervals are measured from the date this Policy is surrendered or from the date the Insured dies.

After the Insured's death, a Payee who has the right to make a withdrawal may change the method of payment. This Payee may also appoint a successor payee. The successor payee may be the Payee's estate.

We must receive a Request for payment of the Proceeds and due proof of the Insured's death. Due proof of the Insured's death is evidence satisfactory to Us:

- (1) to establish the date and fact of the Insured's death,
- (2) to permit Us to determine whether Proceeds are payable, and
- (3) such other items and information as may be necessary for Us to comply with laws and regulations related to payment of the claim or administration of the business of insurance.

Method 1 (One Sum Method). We will pay the Cash Surrender Value or the Proceeds in one sum. Interest will be paid from the date of the Insured's death to the date of payment. The interest rate will be the greater of 2% a year or the interest rate required by law, if applicable.

Method 2 (Other Method). Payment by any other method may be made if We agree.

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BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive prior to the Policy Anniversary when the Insured is age 121. The Basic Plan is eligible for Annual Dividends.