

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
 Company Tracking Number: 0146PAL02-11
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options
 Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

Filing at a Glance

Company: Zurich American Life Insurance Company

Product Name: Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options
 SERFF Tr Num: MLLM-127089333 State: Arkansas

TOI: L09I Individual Life - Flexible Premium Adjustable Life
 SERFF Status: Closed-Approved-Closed State Tr Num: 48527
 Sub-TOI: L09I.101 External Indexed - Single Life
 Co Tr Num: 0146PAL02-11 State Status: Approved-Closed
 Filing Type: Form
 Reviewer(s): Linda Bird
 Author: Jeff Kulesus Disposition Date: 05/19/2011
 Date Submitted: 04/18/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
 State Filing Description:

Implementation Date:

General Information

Project Name: Zurich American Life Insurance Company
 Project Number: 0146PAL02-11
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: The forms provided with this filing have been submitted in the domiciliary state, Illinois, and are there pending review and approval.

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

Market Type: Individual
 Individual Market Type:
 Filing Status Changed: 05/19/2011
 State Status Changed: 05/19/2011
 Created By: Jeff Kulesus
 Corresponding Filing Tracking Number:

Deemer Date:
 Submitted By: Jeff Kulesus
 Filing Description:

Milliman, Inc. is filing this submission on behalf of Zurich American Life Insurance Company ("ZALICO", or "the Company"). Attached is a letter signed by a ZALICO officer authorizing Milliman, Inc. to submit this filing on their behalf.

SERFF Tracking Number: MLLM-127089333 State: Arkansas
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The forms provided with this submission include a Flexible Premium Adjustable Life Insurance Policy, two Endorsements, three Riders, Life Insurance Application forms and applicable Questionnaires as follows:

Form Numbers and Titles:

1. IUL121GN-01, Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options;
2. ZM-10620AL (01/11), Supplement to Part I of Application for Individual Life Insurance;
3. IULRAccBen-01, Accelerated Benefit Rider for Terminal Illness;
4. IUL121CVER-01, Cash Value Enhancement Rider;
5. IULLPR-01, Lapse Protection Period Extension Rider; and
6. IULOLPR-01, Overloan Protection Rider.

The above listed forms are new and do not replace any existing forms previously filed with the Interstate Insurance Product Regulation Commission (Compact).

The new forms will be used with the following forms previously approved by the Department on 08-25-2013 (SERFF Tracking # MLLM-126729865, State Tracking # 46401):

UL121DK, Right to Examine and Cancel Policy (Sticker for 30-day free look period for replacement policy issues)
UL121RPE-01, Replacement Endorsement
UL121AVE-01, Aviation Exclusion Endorsement
RME121-01, Maturity Extension Rider
ZM-10300GK (07/10), Part I of Application for Individual Life Insurance
ZM-10000GK (07/10), Part II of Application for Individual Life Insurance
ZM-10070FK (6/10), Foreign Travel Questionnaire
ZM-10050GK (07/10), Alcohol and Drug Use Questionnaire
ZM-10060GK (07/10), Aviation Questionnaire
ZM-10040FK (06/10), Avocation Questionnaire
A1-18997-A 07/10, Financial Questionnaire

The new policy, form number IUL121GN-01, was designed as a base policy to be used with the 2001 CSO tables and will be issued on a sex-distinct basis. Zurich confirms that policies will not be issued in any employer or employee plans that are subject to the Norris Decision and/or Title VII of the Civil Rights Act of 1964. The form will be marketed to individuals in the general public, ages 0 to 85, with an illustration through a network of independent brokers.

All policies will be issued on one of two defined monthly issue dates: the 15th or the 28th of the month.

Form IUL121GN-01 includes a Short Term Holding Account, Long-Term Fixed Account and Index Interest Accounts. The portion of the contract's Policy Value allocated to the Index Interest Account(s) may earn interest based on the percentage change(s) in the value(s) of one or more external indices, subject to the Index Interest Account Guaranteed

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Interest Rate, Growth Cap and Participation Rate. Initial Premium Allocations are made in accordance with the Premium Allocation instructions elected at the time of application using the form ZM-10620AL (01/11) Supplement to Part I of Application for Life Insurance. Subsequent premiums will be initially credited to the Short Term Holding Account and will be allocated to the Index Interest Accounts and Long Term Fixed Account on the next eligible Premium Allocation Date and in accordance with Monthly Automatic Transfer Instructions elected using the supplemental application form ZM-10620AL (01/11).

The policy references three death benefit options: Option A, B and C. Death Benefit Option A is a level death benefit. Death Benefit Option B is the initial Specified Amount plus the Policy Value (increasing death benefit). Death Benefit Option C is the Specified Amount plus the return of net premiums paid without interest. After the first policy year, the policy owner has the option to either freeze the Death Benefit thereby maintaining past increases, or dropping the option entirely, thereby reducing the Death Benefit to the original Specified Amount.

Form IUL121GN-01 utilizes either the Guideline Premium Test (GPT) or the Cash Value Accumulation Test (CVAT) as the federal tax code compliance approach for the definition of life insurance. Either test is elected at the time of application using form ZM-10620AL (01/11).

The policy provides a Base Lapse Protection Period of three years, provided minimum premium requirements shown on the Schedule Page are met. The Lapse Protection Period may be extended using Lapse Protection Period Extension Rider form IULLPR-01.

In support of this filing we are further submitting the following items:

1. Copies of the Accelerated Benefits Disclosure Statement, form IULAccBen, and Accelerated Benefit Rider Illustration, form IULAccBen 2 for use with Accelerated Benefit Rider for Terminal Illness form IULRAccBen-01 are provided for informational purposes under the Supporting Documentation Tab;
2. Flesch Score Certification (Note: all forms were scored together as part of the policy with which they may be used); and
3. Statements of Variable Language.

Thank you for your consideration of this submission. Please do not hesitate to contact me if you have any questions or concerns.

Company and Contact

Filing Contact Information

Jeff Kulesus, Consultant
2 Conway Park, Ste. 180

Jeff.Kulesus@Milliman.com
312-499-5635 [Phone]

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
 Company Tracking Number: 0146PAL02-11
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 Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

150 Field Drive 847-604-8671 [FAX]
 Lake Forest, IL 60045

Filing Company Information

(This filing was made by a third party - MUSA01)

Zurich American Life Insurance Company	CoCode: 90557	State of Domicile: Illinois
1400 American Lane	Group Code: 212	Company Type: Life and Annuity
Schaumurg, IL 60196-6801	Group Name:	State ID Number:
(887) 275-6017 ext. [Phone]	FEIN Number: 36-3050975	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$300.00
Retaliatory?	Yes
Fee Explanation:	6 forms x \$50.00@ = \$300.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Zurich American Life Insurance Company	\$300.00	04/18/2011	46713892

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/19/2011	05/19/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	04/21/2011	04/21/2011	Jeff Kulesus	05/18/2011	05/18/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Rider Actuarial Memoranda	Jeff Kulesus	04/21/2011	04/21/2011

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
 Company Tracking Number: 0146PAL02-11
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification	Replaced	Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document (revised)	Statements of Variability		Yes
Supporting Document	Statements of Variability	Replaced	Yes
Supporting Document	Third Party Authorization Letter		Yes
Supporting Document	Accelerated Benefits Disclosure Statement Form IULAccBen and Accelerated Benefit Rider Illustration Form IULAccBen 2		Yes
Supporting Document (revised)	Compliance Certification		Yes
Supporting Document	Compliance Certification	Replaced	Yes
Supporting Document (revised)	Actuarial Memorandum and Certification of Compliance for the Standard Nonforfeiture Law		No
Supporting Document	Actuarial Memorandum and Certification of Compliance for the Standard Nonforfeiture Law	Replaced	No
Supporting Document	Rider Actuarial Memoranda		No
Supporting Document	Revised Form IUL121AR-01 Showing All Changes Marked		Yes
Supporting Document Form (revised)	External Indexed Guidelines Certification Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options		Yes Yes
Form	Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options	Replaced	Yes
Form	Supplement to Part I of Application for Life Insurance		Yes
Form	Accelerated Death Benefit Rider for Terminal Illness		Yes
Form	Cash Value Enhancement Rider		Yes

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Form Lapse Protection Period Extension Rider Yes
Form Overloan Protection Rider Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/21/2011
Submitted Date 04/21/2011
Respond By Date 05/23/2011

Dear Jeff Kulesus,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/18/2011
Submitted Date 05/18/2011

Dear Linda Bird,

Comments:

Thank you for your 04-21-2011 comments regarding the need to comply with the requirements of the External Indexed Guidelines.

Response 1

Comments: Upon review of the External Indexed Guideline requirements, it was necessary to modify form IUL121AR-01. A copy of the revised form showing all changes marked has been attached under the Supporting Documentation Tab for your convenience. An officer signed External Indexed Guidelines Certification has also been attached under the Supporting Documentation Tab.

Related Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment: Readability Certification

Satisfied -Name: Statements of Variability

Comment: Statements of Variability

Satisfied -Name: Compliance Certification

Comment: Compliance Certification

Satisfied -Name: Actuarial Memorandum and Certification of Compliance for the Standard Nonforfeiture Law

Comment: Actuarial memorandum and certification of compliance for the Standard Nonforfeiture Law

Satisfied -Name: Revised Form IUL121AR-01 Showing All Changes Marked

Comment: Attached is a revised copy of form IUL121AR-01 showing all changes marked.

Satisfied -Name: External Indexed Guidelines Certification

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
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 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
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 Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

Comment: External Indexed Guidelines Certification

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options	IUL121AR	-01	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.100	AR IUL121AR-01 Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options 05-13-2011.pdf

Previous Version

Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options	IUL121GN	-01	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.100	GN IUL121GN-01 Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest
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Options
03-25-
2011.pdf

No Rate/Rule Schedule items changed.

Due to the form IUL121AR-01 form number change, several items have been revised to reflect the new form number. We request that the revised material provided with this response be added to the submission and, where appropriate, be substituted for the corresponding material previously provided with this submission.

Thank you for your continued review and approval consideration of this submission.

Sincerely,
Jeff Kulesus

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Amendment Letter

Submitted Date: 04/21/2011

Comments:

Please add the rider actuarial memoranda under the Supporting Documentation Tab.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Rider Actuarial Memoranda

Comment: Rider Actuarial Memoranda

Actuarial Memorandum for Cash Value Enhancement Rider 04-18-2011.pdf

Actuarial Memorandum for Lapse Protection Period Extension Rider 04-18-2011.pdf

Actuarial Memorandum for Overloan Protection Rider 04-18-2011.pdf

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Form Schedule

Lead Form Number: IUL121GN-01

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IUL121AR-01	Policy/Contract	Flexible Premium Adjustable Life Insurance Policy with Certificate: Index-Linked Interest Amendments, Insert Page, Endorsement or Rider	Initial		50.100	AR IUL121AR-01 Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options 05-13-2011.pdf
	ZM-10620AL (01/11)	Application/Enrollment Form	Supplement to Part I of Application for Life Insurance	Initial		50.100	ZM-10620AL - Supplemental to Part I of Application for Life Insurance 04-15-2011.pdf
	IULRAccBenefit-01	Policy/Contract	Accelerated Death Benefit Rider for Terminal Illness Certificate: Amendments, Insert Page, Endorsement or Rider	Initial		50.100	IULRAccBenefit-01 Accelerated Benefit Rider For Terminal Illness 03-17-2011.pdf
	IUL121CVER-01	Policy/Contract	Cash Value Enhancement Rider	Initial		50.100	IULCVER-01 Cash Value

<i>SERFF Tracking Number:</i>	<i>MLLM-127089333</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Zurich American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48527</i>
<i>Company Tracking Number:</i>	<i>0146PAL02-11</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.101 External Indexed - Single Life</i>
<i>Product Name:</i>	<i>Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options</i>		
<i>Project Name/Number:</i>	<i>Zurich American Life Insurance Company/0146PAL02-11</i>		

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IULOLPR-01	Policy/Cont Overloan Protection	Initial	50.100	IULOLPR-01
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ZURICH AMERICAN LIFE INSURANCE COMPANY

Home Office: [Schaumburg, Illinois 60196-6801]
Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]
Toll Free Telephone Number [(885) 634-6780]

 SECRETARY  PRESIDENT

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH
INDEX-LINKED INTEREST OPTIONS**

The benefits, Policy Value, period of coverage and premiums for this policy are on an indeterminate basis. The initial interest rates for the Short Term Holding Account and Long Term Fixed Account are guaranteed only for a limited period of time.

PLEASE READ THIS POLICY AND REVIEW THE APPLICATION CAREFULLY. This policy is a legal contract between You and Zurich American Life Insurance Company. We are issuing this policy based on payment of the Initial Premium and the answers in the application (see attached copy). If all answers are not true and complete, this policy may be affected. If any past medical history has been omitted, please notify Us within ten (10) days from the date this policy is delivered to You.

This is a flexible premium adjustable life insurance policy with index-linked interest options with an adjustable death benefit. We insure the person named as the Insured on the Schedule Page in accordance with the provisions of this policy. We will pay the Death Benefit as described in the Death Benefit provision and in accordance with the Beneficiary provision when We receive due proof of death of the Insured while this policy is in force, subject to the terms of this policy.

RIGHT TO EXAMINE AND CANCEL POLICY.

[20]-DAY RIGHT TO EXAMINE THIS POLICY. You may cancel this policy by delivering or mailing a Written Notice to Zurich American Life Insurance Company, [Schaumburg, Illinois 60196-6801] or sending an e-mail to [life.customer@zurichna.com], or to the agent or agency from whom You purchased the policy and by returning the policy before midnight of the [20]th day after you received the policy. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. The insurer must return all payments, fees and charges, less partial withdrawals made from this policy within [20] days after it receives notice of cancellation and the returned policy.

If returned, the policy or contract will be considered void from the beginning.

This policy includes a war risk exclusion.

Proceeds payable upon the earlier of the death of the Insured or the Insured's Attained Age 121. Adjustable Death Benefit. Flexible premiums payable during the lifetime of the Insured to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease due to changes in interest credited to the Accounts, expense and cost of insurance charges. Index Interest Account credits (if any) are based on growth rates of an external index(indices) and are applied at the expiry of the applicable Index Interest Account Segment.

The policy does not directly participate in any stock, bond or equity investments. Base Lapse Protection Period (available if shown on the Schedule Page), and [3] Year Minimum Premium Provision.

Nonparticipating/No Policy Dividends.

TABLE OF CONTENTS

	Page No.
SCHEDULE PAGE.....	3-10
DEFINITIONS.....	11-12
OWNERSHIP.....	12
BENEFICIARY.....	12-13
DEATH BENEFIT.....	13-14
Minimum Specified Amount.....	14
Change in Specified Amount.....	14
Specified Amount Decrease.....	14
Specified Amount Increase.....	14
EXCLUSIONS.....	15
PREMIUMS.....	15-18
Payment of Premium.....	15
Base Lapse Protection.....	16
Grace Period.....	16
Reinstatement.....	16
ACCOUNTS.....	16-18
Fixed Accounts.....	16
Short Term Holding Account.....	16
Long Term Fixed Account.....	17
Index Interest Accounts.....	17
Discontinuation of or Substantial Change to An Index.....	18
TRANSFERS.....	18
POLICY VALUE.....	18-20
Policy Value for the Short Term Holding Account.....	19
Policy Value for the Long Term Fixed Account.....	19
Policy Value for the Index Interest Accounts.....	20
POLICY FACTORS.....	20-21
Monthly Deductions.....	20
Cost of Insurance.....	20
Cost of Insurance Rates.....	20
Percentage of Premium Expense Charge.....	21
Guaranteed Maximum Monthly Expense Charge.....	21
Juvenile Reclassification.....	21
Interest Rate.....	21
Policy Cost Factors.....	21
ACCESSING POLICY VALUES.....	21-23
Loans.....	21
Loan Account.....	22
Partial Withdrawal.....	22
Surrender.....	23
GENERAL PROVISIONS.....	23-25
Entire Contract.....	23
Incontestability.....	23
Policy Changes.....	24
Suicide.....	24

Misstatement of Age or Gender.....	24
Assignment.....	24
Nonparticipating Policy.....	24
Computations.....	24
Basis of Guaranteed Values.....	24
Annual Report.....	24
Illustrative Report.....	25
Maturity Date.....	25
Conformity with State Law.....	25
Termination.....	25
PAYMENT OF POLICY BENEFITS	25-27
ADDITIONAL BENEFITS (if any)	Inside Back Cover
APPLICATION	Inside Back Cover

ENDORSEMENTS

To be made only by Us at Our Home Office.

SCHEDULE PAGE

Plan: Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options

Policy Number: [1234567890]

Insured: [John Doe]

Issue Age and Gender: [35, Male]

Owner: [John Doe]

Policy Date: [January 15, 2011]

Issue Date: [January 15, 2011]

Maturity Date: [January 15, 2097]

Initial Specified Amount (Excluding Riders): \$[2,500,000]

Minimum Specified Amount: \$[250,000.00]

Premium Class: [Standard Nontobacco]

[Table Extra: [0.0]% extra cost of insurance [(Table 2)]]

[Flat Extra Charge: \$[0.00] per \$1,000 of amount at risk for [3] years]

Basis of Values: 2001 CSO Mortality Table, Gender and Smoker Distinct, Age Nearest Birthday

Planned Periodic Premium: \$[11,816.62]

Premium Allocation Date for the Lifetime of the Contract: The [15]th day of each calendar month

Initial Premium Allocation Percentages:

- [20]% Short Term Holding Account
- [20]% Long Term Fixed Account
- [20]% [S&P500[®] Index Interest Account]
- [20]% [Domestic Multi Index Interest Account]
- [20]% [Global Multi Index Interest Account]

Premium Frequency: [Annually]

Initial Premium: \$[11,816.62]

Minimum Premium: \$[4,754.39] Per Year for the First [3] Policy Years

Base Lapse Protection Premium: \$[6,339.18] Per Year

Base Lapse Protection Period: [10] Years from the Policy Date

[Extended Lapse Protection Premium: \$[6,339.18] Per Year]

[Extended Lapse Protection Period: [10] Years from the Policy Date]

Internal Revenue Code Section 7702 Test: [Guideline Premium Test]

Death Benefit Option: [A]

Issue State: [Any State]

Department of Insurance Telephone Number: [123-456-7890]

The policy may not mature even if Planned Periodic Premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, and there may be changes to the Specified Amount.

At some future time, the Policy Value may not cover the next Monthly Deductions. When that occurs, the policy may enter the Grace Period and will terminate at the end of that period if sufficient premium to cover the Monthly Deductions is not paid before the end of the Grace Period.

Costs of insurance, expense charges, and other charges for riders and endorsements, if any, are shown on the rider schedule page(s).

SCHEDULE PAGE (Continued)

Effective Date:

[January 15, 2011]

Table of Monthly Guaranteed Cost of Insurance Rates Per \$1,000 of Amount At Risk

Age	Policy Year	Rate	Age	Policy Year	Rate	Age	Policy Year	Rate
35	1	0.091	65	31	1.289	95	61	22.266
36	2	0.096	66	32	1.418	96	62	23.649
37	3	0.100	67	33	1.548	97	63	25.124
38	4	0.108	68	34	1.688	98	64	26.698
39	5	0.114	69	35	1.833	99	65	28.378
40	6	0.122	70	36	2.008	100	66	30.175
41	7	0.132	71	37	2.205	101	67	31.601
42	8	0.144	72	38	2.463	102	68	33.120
43	9	0.158	73	39	2.736	103	69	34.737
44	10	0.175	74	40	3.023	104	70	36.457
45	11	0.194	75	41	3.336	105	71	38.261
46	12	0.213	76	42	3.678	106	72	40.179
47	13	0.233	77	43	4.074	107	73	42.218
48	14	0.244	78	44	4.538	108	74	44.386
49	15	0.258	79	45	5.073	109	75	46.688
50	16	0.277	80	46	5.656	110	76	49.133
51	17	0.299	81	47	6.320	111	77	51.728
52	18	0.330	82	48	7.012	112	78	54.483
53	19	0.363	83	49	7.758	113	79	57.409
54	20	0.406	84	50	8.583	114	80	60.513
55	21	0.458	85	51	9.506	115	81	63.806
56	22	0.512	86	52	10.528	116	82	67.299
57	23	0.569	87	53	11.645	117	83	71.004
58	24	0.618	88	54	12.842	118	84	74.935
59	25	0.675	89	55	14.104	119	85	79.102
60	26	0.743	90	56	15.422	120	86	83.333
61	27	0.827	91	57	16.661			
62	28	0.928	92	58	17.953			
63	29	1.043	93	59	19.315			
64	30	1.163	94	60	20.754			

The monthly guaranteed cost of insurance rates shown above are based on the 2001 Commissioner's Standard Ordinary Smoker/Nonsmoker Mortality Table, Age Nearest Birthday and the Insured's gender and Premium Class at issue. Actual monthly cost of insurance rates will be determined by Us based on Our expectations as to future experience. However, these actual costs of insurance rate will not be greater than those shown above.

The Monthly Guaranteed Cost of Insurance rates shown above assume a Premium Class at or prior to age 15 (if applicable) representing a composite rate as reflected in the 2001 CSO, Age-Nearest Birthday, Gender-Distinct, Ultimate Mortality Table. For ages 16-17, the Monthly Guaranteed Cost of Insurance rates are based upon the 2001 CSO Non-Smoker Mortality Table, Age-Nearest Birthday, Sex-Distinct rates. Prior to the Policy Anniversary nearest the Insured's age 18, the Owner will be asked by Us to provide written certification to Us that the Insured remains a non-tobacco user. If We do not receive written certification of the continued non-tobacco status of the Insured by attained age 18, the Monthly Guaranteed Cost of Insurance rates will change to reflect a Tobacco Premium Class. A new set of Schedule Pages will be sent to You in such a case.

SCHEDULE PAGE (Continued)

Expense Charges

Guaranteed Maximum Monthly Expense Charges:	\$7.50 Per Policy
Percent of Premium Expense Charges (Guaranteed Maximum):	7.5% on All Premium Received in All Policy Years
Guaranteed Monthly Policy Load Per \$1,000 Specified Amount:	[\$0.18] For First 10 Years, [\$0.18] Thereafter

TABLE OF SURRENDER CHARGES FOR POLICY SURRENDER

Year	Charge
1	\$38,701.00
2	36,291.00
3	33,828.00
4	31,318.00
5	28,757.00
6	26,141.00
7	23,474.00
8	20,751.00
9	17,973.00
10	15,138.00
11	12,241.00
12	9,282.00
13	6,256.00
14	3,163.00
15 and thereafter	0.00

[Lapse Protection Period Extension Rider Charge:	[\$0.00] Per \$1000 of Amount at Risk]
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SCHEDULE PAGE (Continued)

Effective Date:

[January 15, 2011]

Death Benefit Factors As A Percentage of Policy Value Table

Attained		Attained		Attained		Attained	
Age	Percentage	Age	Percentage	Age	Percentage	Age	Percentage
0	250	31	250	62	126	92	103
1	250	32	250	63	124	93	102
2	250	33	250	64	122	94	101
3	250	34	250	65	120	95	101
4	250	35	250	66	119	96	101
5	250	36	250	67	118	97	101
6	250	37	250	68	117	98	101
7	250	38	250	69	116	99	101
8	250	39	250	70	115	100	101
9	250	40	250	71	113	101	101
10	250	41	243	72	111	102	101
11	250	42	236	73	109	103	101
12	250	43	229	74	107	104	101
13	250	44	222	75	105	105	101
14	250	45	215	76	105	106	101
15	250	46	209	77	105	107	101
16	250	47	203	78	105	108	101
17	250	48	197	79	105	109	101
18	250	49	191	80	105	110	101
19	250	50	185	81	105	111	101
20	250	51	178	82	105	112	101
21	250	52	171	83	105	113	101
22	250	53	164	84	105	114	101
23	250	54	157	85	105	115	101
24	250	55	150	86	105	116	101
25	250	56	146	87	105	117	101
26	250	57	142	88	105	118	101
27	250	58	138	89	105	119	101
28	250	59	134	90	105	120	101
29	250	60	130	91	104	121	101
30	250	61	128				

SCHEDULE PAGE (Continued)

Short Term Holding Account Guaranteed Interest Rate:	[0.0]% Per Year
Long Term Fixed Account Guaranteed Interest Rate for First Segment, Policy Year 1:	[5.0]% Year 1 (Equivalent to [0.40741]% Per Month)
Long Term Fixed Account Guaranteed Interest Rate Thereafter:	[2.0]% Per Year (Equivalent to [0.16516]% Per Month)
Long Term Fixed Account Segment Term:	[1] Year
[S&P 500® Index Interest Account] Guaranteed Interest Rate:	[1.0]% Per Year (Equivalent to [0.08295%] Per Month)
[Domestic Multi Index Interest Account] Guaranteed Interest Rate:	[0.0]% Per Year ([0.0]% Per Month)
[Global Multi Index Interest Account] Guaranteed Interest Rate:	[0.0]% Per Year ([0.0]% Per Month)
Minimum Increase in Specified Amount:	[\$50,000.00]
Minimum Decrease in Specified Amount:	[\$25,000.00]
Minimum Planned Periodic Premium:	[\$200.00]
Minimum Partial Withdrawal Amount:	[\$2,000.00]
Maximum Partial Withdrawal Fee:	[\$50.00]
Maximum Attained Age for an Increase:	[80]
Maximum Loan Interest Rate Charged for the First 9 Policy Years:	[8.0]% Annual Effective Rate In Arrears
Maximum Loan Interest Rate Charged for the 10th Policy Year and Thereafter:	[8.0]% Annual Effective Rate In Arrears
Minimum Loan Amount:	[\$500.00]

SCHEDULE PAGE (Continued)

S&P 500® INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[1.0]% Per Year (Equivalent to [0.08295]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the S&P 500® Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Index. [The Index is the Standard & Poor's 500®* Composite Stock Price Index, excluding dividends].

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Index during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate, the Index Growth Rate for that Segment Term is calculated as $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

Participation Rate. This is the percentage of the Index Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

DOMESTIC MULTI INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[0.0]% Per Year (Equivalent to [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Domestic Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. [The Domestic Multi Index Interest Account is a multi-index-based Account featuring three domestic U.S. indices: S&P 500^{®*} Index; Dow Jones-UBS Commodity IndexSM; and the Russell 2000 Index[®], excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Domestic Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

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SCHEDULE PAGE (Continued)

GLOBAL MULTI INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[0.0]% Per Year (Equivalent to [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Global Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. [The Global Multi Index Interest Account is a multi-index-based Account featuring three global indices: S&P 500[®] Index; MSCI Emerging Markets Index and the MSCI EAFE Index, excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate and multiplying that Basic Index Growth Rate by [70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Global Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate, if any. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCCHEDULE PAGE (Continued)

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DEFINITIONS

Defined terms are capitalized throughout this policy.

ATTAINED AGE. Means the Issue Age plus the number of completed policy years. With respect to any increase in the Specified Amount, Attained Age means the Issue Age for the increase plus the number of completed policy years.

CASH VALUE. Means the Policy Value, less the Surrender Charge shown on the Schedule Page.

HOME AREA. Means anywhere within the 50 states of the United States and its territories, the District of Columbia and Canada.

INITIAL PREMIUM. Means the first premium paid on or before delivery of this policy and before the Issue Date. The Initial Premium is the amount required to place the policy in force.

INSURED. Means the person shown on the Schedule Page upon whose life this policy is issued.

ISSUE AGE. Means the Insured's Age as of the nearest birthday on the Policy Date. With respect to any increase in the Specified Amount, Issue Age means the Insured's Age as of the nearest birthday to the date of the increase.

ISSUE DATE. Means the date on which the suicide and incontestability periods begin. If We have received the Initial Premium from You, the Issue Date will also be the date when You have life insurance coverage with Us. If We have not received the Initial Premium from You, You WILL NOT have coverage until the date on which We receive the Initial Premium from You.

MATURITY DATE. Means the date on which this policy will mature as shown on the Schedule Page.

MINIMUM PREMIUM. Means a premium used to define a required level of premium payments during an initial period as shown on the Schedule Page.

MONTHLY DATE. Means the same day of each month as the Policy Date.

MONTHLY DEDUCTIONS. Means charges made against the Policy Value on each Monthly Date for the coverage provided by this policy, expenses, and any attached riders.

OWNER. The natural person or entity who has the rights of ownership of this policy.

PLANNED PERIODIC PREMIUM. Means a level premium You intend to pay at a fixed interval. The Planned Periodic Premium is shown on the Schedule Page.

POLICY DATE. Means the date from which policy months, years and anniversaries are measured. The Policy Date will be determined by Us unless You request a different Policy Date that We approve. If the Issue Date is after the Policy Date or We have not received the Initial Premium from You, You WILL NOT have life insurance coverage on the Policy Date.

POLICY DEBT. Means the sum of all unpaid policy loans, accrued interest on policy loans and carry over loans from a previous policy, if any. If the Policy Debt equals or exceeds the Cash Value, this policy will terminate and have no value, subject to the terms of the Grace Period, Premiums and Reinstatement provisions.

POLICY VALUE. On the Issue Date, is equal to the Initial Premium less the Monthly Deductions for the first month. The Policy Value on any monthly anniversary will be calculated as described in the Policy Values section of this policy.

PREMIUM ALLOCATION DATE. The Monthly Date on which premium payments and any associated credited interest are transferred, in whole or in part, from the Short Term Holding Account to the Long Term Fixed Account and/or Index Interest Account(s). The Premium Allocation Date is shown on the Schedule Page.

SEGMENT. Your policy's value in the Long Term Fixed Account and Index Interest Accounts are divided into Segments based upon the date funds are directed to a Segment. Each new Segment begins on a Monthly Date and expires at the end of the Segment Term period shown in the Schedule Page.

SEGMENT BALANCE. The dollar amount of the Policy Value in a given Segment. The Segment Balance is, as of the end of a Segment month, the Segment Balance at the beginning of a Segment month, minus Monthly Deductions for the month allocated to the Segment, plus monthly Segment Guaranteed Interest credited to the Segment. For Index Interest Accounts, at the end of the final month in the Segment Term, Segment Index Interest (if any) will be added to the Segment Balance.

SEGMENT TERM. The duration of each Account Segment.

SPECIFIED AMOUNT. Means a dollar amount used to determine the death benefit of Your policy. It is shown on the Schedule Page. You may increase or decrease it as described in Your policy.

SURRENDER. Means termination of this policy at Your request for its Surrender Value while the Insured is alive.

SURRENDER CHARGE. Means the charge subtracted from the Policy Value upon the Surrender of this policy and shown on the Schedule Page.

SURRENDER VALUE. Means the Policy Value, minus Surrender Charges, minus any Policy Debt. If the full Surrender Value is withdrawn, this policy will terminate. This termination is known as Surrender.

WE, US, OUR. Means Zurich American Life Insurance Company.

WRITTEN NOTICE. Means information We have received at the address(es) shown on the first page of this policy which is written, is signed by You, and is acceptable to Us.

YOU, YOUR. Means the Owner as shown on the Schedule Page unless changed. The Insured may or may not be the Owner.

OWNERSHIP

The Insured is the Owner unless otherwise stated in the application or later changed. If the Owner dies before the Insured, the successor Owner named in the application is the new Owner. If there is no successor Owner, then the Owner's estate becomes the new Owner. The Owner, or successor or transferee has all rights in this policy. All policy rights will be subject to any assignment and to the rights of any irrevocable Beneficiary. These rights may be exercised only during the lifetime of the Insured.

Subject to any legal or contractual restrictions, Ownership of this policy may be transferred at any time by Written Notice to Us. The transfer will then be effective as of the date it was signed, but it will not apply to any payments We make before the request is received and recorded by Us. Our approval is necessary if the new Owner elects a decrease in the Specified Amount or seeks division of the policy in conjunction with a change of Owner.

BENEFICIARY

The Beneficiary will receive the death benefit proceeds when the Insured dies while this policy is in effect. The primary and any contingent Beneficiaries are named in the application or subsequent Beneficiary forms accepted by Us. If no primary Beneficiary is living when the Insured dies, We will make payment to the contingent Beneficiary. If no contingent Beneficiary is living when the Insured dies, We will pay You or Your estate.

Unless the Beneficiary designation provides otherwise, We will follow these rules:

- (1) We will pay equal shares when more than one Beneficiary of the same class is to share the funds.
- (2) A revocable Beneficiary has no rights in this policy until the Insured dies.
- (3) An irrevocable Beneficiary cannot be changed without his or her consent.
- (4) The interest of any Beneficiary is subject to the rights of any assignee shown on Our records.

You may change the Beneficiary at any time while the Insured is living by sending Written Notice during the lifetime of the Insured. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Written Notice is signed by You. An irrevocable Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. No change is effective until after We have approved it. If approved, it will take effect on the date the Written Notice was signed by You. We will not be liable for any payments We make or action We take before the change is received.

Unless otherwise provided, if any Beneficiary dies within five days after the Insured dies as the result of a common disaster, We will pay the death benefit as if that Beneficiary died first.

A transfer of Ownership by itself will not change the interest of any Beneficiary.

DEATH BENEFIT

We will pay the death benefit proceeds if the Insured dies while this policy is in force, subject to the terms and conditions of this policy. The death benefit is based upon the Death Benefit Option as shown on the Schedule Page.

- (1) Option A. The Policy Value is included in the Specified Amount. If death occurs prior to the Policy Date following the Insured's Attained Age 121, the Death Benefit will be the greater of:
 - (a) the Specified Amount on the date of death; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.
- (2) Option B. The death benefit will be the greater of:
 - (a) the Specified Amount on the date of death, plus the Policy Value; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.
- (3) Option C. The death benefit will be the greater of:
 - (a) the Specified Amount on the date of death, plus the total of all premiums paid into this policy as of the date of death, less the amount of all Partial Withdrawals taken since the Issue Date; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.

Under all death benefit options, the death benefit will be reduced by any outstanding Policy Debt.

We will pay interest on the death benefit proceeds payable from the date of death to the date of payment. The interest will be at the Two Year Constant Maturity Treasury Rate as published by the Federal Reserve on the date of death, plus additional interest at a rate of 10% annually, until the date the claim is paid, beginning 31 calendar days from the latest of:

- (1) the date We receive due proof of death;
- (2) the date We receive sufficient information to determine Our liability, the extent of the liability, and the appropriate payee legally entitled to the death benefit proceeds payable, less any outstanding Policy Debt; and

(3) the date that legal impediments to payment of death benefit proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:

- (a) the establishment of guardianships and conservatorships;
- (b) the appointment and qualification of trustees, executors and administrators; or
- (c) the submission of information required to satisfy state and federal reporting requirements.

Payment of the death benefit proceeds is subject to the interest of any assignee. Death benefit proceeds paid to satisfy any assignee will be paid in one sum. If no Beneficiary survives, We will pay the death benefit proceeds in one sum to You if living, otherwise to Your estate. You may choose another method of payment with Our consent.

MINIMUM SPECIFIED AMOUNT. The Minimum Specified Amount permitted under the policy is shown on the Schedule Page.

CHANGE IN SPECIFIED AMOUNT. At any time after the first policy year, upon Written Notice by the Owner, the Specified Amount may be changed no more than once per year, subject to the following:

Specified Amount Decrease.

- (1) The minimum decrease amount is \$25,000.
- (2) The new Specified Amount must be at least \$250,000, unless the Specified Amount prior to the decrease was less than the Minimum Specified Amount shown on the Schedule Page. In the event previous partial withdrawals reduce the Specified Amount below \$250,000, We may limit future decreases in Specified Amount.
- (3) Any requested decreases will be effective on the Monthly Date on or next following the receipt of the request by Us. A decrease will be applied in the following order:
 - (a) first against any increase in the Specified Amount beginning with the most recent increase, and then,
 - (b) against the initial Specified Amount.

A decrease in the Specified Amount will decrease any future Minimum Premiums and result in a Surrender Charge equal to a percentage of a full Surrender Charge. This Surrender Charge will be applied on a pro-rata basis across all Segments within all Accounts with balances greater than zero. This percentage will equal the proportion that the Specified Amount Decrease bears to the highest previous Specified Amount before the decrease. The total dollar amount of Surrender Charges will not be reduced by a decrease in the Specified Amount when this pro-rata Surrender Charge is taken into account.

Specified Amount Increase.

- (1) The minimum increase amount is \$50,000.
- (2) A supplemental application must be submitted to Us.
- (3) Any increases will be subject to evidence of insurability satisfactory to Us.
- (4) The effective date of any increase will be the date shown on a supplemental Schedule Page.
- (5) An increase in the Specified Amount will increase future Minimum Premiums and Surrender Charges. Surrender Charges on the increased amount will be calculated based upon the Attained Age at the time of increase and added to those shown on the Schedule Page. Increases in the Insured's Cost of Insurance Charges will be based on the Insured's gender, Premium Class, Specified Amount and age at the time of the increase.

We will send a new Schedule Page to You at Your last known address documenting any changes in the Specified Amount.

EXCLUSIONS

Unless at the time of application the Insured discloses that he or she is an active or inactive member of the military, military reserves, or the National Guard, We will exclude death benefits under this policy if the Insured's death is the result of:

- (1) War or act of war, if the cause of death occurs while the Insured is serving in the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while in such forces or within six months after termination of services in such forces.
- (2) War or an act of war while the Insured is serving in any civilian non-combatant unit serving within the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while serving in such units or within six months after termination of service in such units, whichever is earlier.
- (3) War or an act of war, within two years from the Issue Date of the policy, while the Insured is not serving in the military, naval or air forces of any country, combination of countries or international organization, if the cause of death occurs while the Insured is outside the Home Area, provided such death occurs outside the Home Area or within six months after the Insured's return to the Home Area.

If an exclusion applies, We will pay policy proceeds to the Beneficiary in an amount at least equal to the greater of the gross premiums paid for the policy or the policy reserves, each adjusted for dividends, values, loans, partial withdrawals and surrenders.

PREMIUMS

PAYMENT OF PREMIUM. The Initial Premium is the amount paid on or before delivery of this policy and paid before the Issue Date. The Planned Periodic Premium is shown on the Schedule Page. Even if You pay Planned Periodic Premiums, Your policy could lapse if the Policy Value is not enough to pay the Monthly Deductions. If the amount of premium received by Us is not sufficient to keep the policy in force, the policy will terminate according to the provisions of the policy.

The premium frequency is shown on the Schedule Page and only serves as an indication of Your preference as to probable future frequency of payment. You may change the frequency of Planned Periodic Premium payments at any time. You also may make additional and unscheduled payments at any time before the Maturity Date. However, it is Our right to limit the amount and frequency of premium payments. We reserve the right to require evidence of insurability if You make additional and unscheduled payments at any time before the Maturity Date which result in an increase in Our Amount at Risk. Each premium payment will be allocated to the Short Term Holding Account until the Premium Allocation Date, at which time it will be allocated to the Account(s) You specify, as described in the Policy Value provision.

At all times during the Minimum Premium Period specified on the Schedule Page, You are required to have paid cumulative premiums at least equal to the number of months from the Policy Date, multiplied by the Minimum Premium shown on the Schedule Page, divided by twelve. If You fail to satisfy this requirement within 31 days of Our notification to You, the policy will terminate and any Surrender Value will be paid to You.

If the Internal Revenue Service Code Section 7702 Test is the Guideline Premium Test, We will not accept any premium if it causes the policy to fail the Guideline Premium Requirements for a life insurance policy as defined in Section 7702 of the Internal Revenue Code on the Issue Date. If a premium in excess of the Guideline Premium limitation is received, We will refund the excess amount to the Owner, unless the Owner has given other instructions to Us in writing which We have accepted and acknowledged. However, premium will not be refunded if it is necessary to keep the policy in force.

Premium payments may be made to the administrative office shown on the first page of this policy or to such other place as We may designate. A receipt signed by Our President or Secretary will be provided upon request. In the event no further premiums are paid, coverage will continue subject to the Grace Period provision until the Policy Value is no longer sufficient to cover the Monthly Deductions. We reserve the right to limit the premiums payable under this policy. Such premium limitation will apply to all policyowners in a nondiscriminatory manner.

BASE LAPSE PROTECTION. During the Base Lapse Protection Period shown on the Schedule Page, if premiums paid (less withdrawals) are at least equal to the number of months started since the Policy Date, times the Base Lapse Protection Premium shown on the Schedule Page, divided by twelve (12), the policy will not enter the Grace Period, even if the Policy Value is less than or equal to zero. Notwithstanding the above, if the amount of outstanding Policy Debt exceeds the Cash Value, this policy will terminate.

GRACE PERIOD. If, on any Monthly Date, the Policy Value is less than zero, and the Base Lapse Protection provision above is not in effect, You will have a 61-day Grace Period to make a premium payment to continue this policy. The premium required to continue this policy is no more than that which results in a positive Policy Value on the date the Grace Period begins. That amount equals the current Monthly Deductions plus the next two Monthly Deductions.

We will send a written notification 31 days before the end of the Grace Period to the Owner's last known address and any assignee of record according to Our records. Insurance coverage under this policy and any benefits provided by any rider(s) will continue through the Grace Period. If the Insured dies during the Grace Period, any past due Monthly Deductions plus interest at the policy loan rate will be deducted from the death benefit proceeds. The policy will continue in force during the Grace Period. However, if sufficient premium has not been paid by the last day of the Grace Period to continue the policy, it will terminate as of the beginning of the Grace Period. This termination is known as a lapse. Any payments sent by U.S. mail must be postmarked within the Grace Period. Even if You pay Planned Periodic Premiums, the policy could lapse if the Policy Value is not enough to pay the Monthly Deductions. The Grace Period cannot be preempted by policy termination due to excessive loans.

REINSTATEMENT. This policy may be reinstated within five years after it has lapsed while the Insured is alive and if the policy was not surrendered for its Surrender Value.

The following requirements are necessary for Reinstatement:

- (1) the Insured provides Us with evidence of insurability satisfactory to Us;
- (2) payment of all past due Monthly Deductions has been received by Us up until the start of the Grace Period;
- (3) payment of a premium has been received by Us sufficient to keep the policy in force for at least three additional months; and
- (4) repayment or reinstatement of any Policy Debt, including any unpaid interest as provided in the Loan Interest provision.

The Surrender Charges and the Policy Value (including any interest that would have been credited), will be reinstated as if no lapse in coverage had occurred.

The effective date of a reinstated policy will be the day We approve the reinstatement application.

Upon reinstatement, the Incontestability provision will apply from the effective date of reinstatement. If the policy has been in force for two years, it will be contestable only as to statements made in the reinstatement application, and only for a period of two years after the effective date of reinstatement.

ACCOUNT(S)

The policy contains the following Accounts: Fixed Accounts and certain Index Interest Accounts. You may allocate all or a portion of Your premiums to the Short Term Holding Account, Long Term Fixed Account, or to one or more of the Index Interest Accounts identified on the Schedule Page.

FIXED ACCOUNTS. The policy has two Fixed Accounts: a Short Term Holding Account and a Long Term Fixed Account.

- (1) **Short Term Holding Account.** The Short Term Holding Account is the initial destination for premium payments, less the Percentage of Premium Expense Charge shown on the Schedule Page, prior to allocations to the Long Term Fixed Account and/or Index Interest Accounts. This allocation can occur on succeeding

Premium Allocation Dates. The Short Term Holding Account balance is credited with interest at the end of each Monthly Date after charges and deductions are made.

The Short Term Holding Account Guaranteed Interest Rate is shown on the Schedule Page. At Our discretion, We may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings.

Deductions will be made from the Short Term Holding Account on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc. We reserve the right to establish a minimum balance for amounts in the Short Term Holding Account.

- (2) **Long Term Fixed Account.** All or some of the funds in the Short Term Holding Account may be allocated to the Long Term Fixed Account on a Premium Allocation Date. The Long Term Fixed Account credits interest to the portion of Policy Value allocated to it. The Long Term Fixed Account credits a minimum Guaranteed Interest Rate shown on the Schedule Page. The Long Term Fixed Account may credit interest at a rate in excess of the Long Term Fixed Account Guaranteed Interest Rate.

The Long Term Fixed Account is intended for use for longer term Policy Value accumulation. Each premium allocation to the Long Term Fixed Account creates a Segment within the Long Term Fixed Account. Funds will remain in each Segment for the Segment Term. At the expiry of the Segment Term, the Segment Balance may either be rolled into a new Segment within the Long Term Fixed Account, transferred into the Short Term Holding Account or into new Segments within one or more Index Interest Accounts, or a combination of these options. If We receive no Written Notice from You, at least five business days before the end of a Segment Term for a Segment within a Long Term Fixed Account, with instructions as to how You wish to transfer funds of such an expiring Segment, We will transfer such values into a new Segment within the Long Term Fixed Account.

Interest is credited to each Segment on the Monthly Date. At Our discretion, We will declare a current interest rate periodically that will be guaranteed for twelve months, and which may be greater than the Long Term Fixed Account Guaranteed Interest Rate. Each Segment within the Long Term Fixed Account will be credited with current interest compounded at the end of each Monthly Date after deductions are made.

Deductions will be made from the Long Term Fixed Account on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc.

INDEX INTEREST ACCOUNTS. All or some of the funds in the Short Term Holding Account may be allocated to the Index Interest Accounts on a Premium Allocation Date. The Index Interest Accounts and associated index(indices) are shown on the Schedule Page. The portion of the contract's Policy Value allocated to the Index Interest Accounts may earn interest based on the percentage change(s) in the value(s) of an external index(indices) subject to the Index Interest Account Guaranteed Interest Rate, Participation Rate and Growth Cap. These factors are shown on the Schedule Page.

The Index Interest Accounts are intended for use for longer term Policy Value accumulation. Each premium allocation to an Index Interest Account creates a new Segment within the Index Interest Account. Funds will remain in each Segment for the Segment Term. At the end of the Segment Term, the Segment Balance may either be rolled into a new Segment within the Index Interest Account, transferred into new Segments within one or more other Index Interest Accounts, a new Segment within the Short Term Holding Account, Long Term Fixed Account, or a combination of these options. If We receive no Written Notice from You, at least five business days before the end of the Segment Term for a Segment within the Index Interest Account, with instructions as to how You wish to transfer funds of such an expiring Segment, We will transfer such values into a new Segment within the same Index Interest Account.

Guaranteed interest is credited to each Segment on the Monthly Date. At the expiry of a Segment, index interest may be credited, depending upon the change in the underlying index(indices).

Deductions will be made from the Index Interest Accounts on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc.

We reserve the right to add additional Index Interest Accounts or to stop offering one or more of the Index Interest Accounts at any time. We will notify You regarding adding or deleting Index Interest Accounts by sending You notice to Your last known address. When calculating the change in value of an Index, We use the Closing Value of

the Index. The Closing Value of an Index Interest Account is the value of that Index(indices) as of the close of a trading day of the New York Stock Exchange. If no Closing Value is published for a given day, We will use the Closing Value for the nearest prior trading day for which a Closing Value is published.

DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO AN INDEX. If any index(indices) is discontinued, or the calculation of an index(indices) is substantially changed, We may substitute a comparable index, subject to approval by the insurance supervisory official of the state where this policy is delivered. Prior to such change, We will notify You and any assignee of record at Your last known address.

TRANSFERS

At the end of a Segment Term, Policy Value may be transferred between the various Accounts of the policy. Transfers may be made only on a Transfer Date.

- (1) **Transfer Date.** The Transfer Date is the date a Segment expires, or a Monthly Date in the case of Policy Value being transferred from the Short Term Holding Account. If We change the Transfer Date, We will send You that information in the Annual Report or in other correspondence.
- (2) **Transfers by Written Request.** Your Written Notice to transfer Policy Value at the end of a Segment Term to the Short Term Holding Account, a Segment within the Long Term Fixed Account or to a Segment within one or more of the Index Interest Accounts is effective as of the next Transfer Date. If Your Written Request is received at least five business days prior to the Monthly Date, Your transfer will be effective as of the next Monthly Date. If not, Your transfer will be effective as of the subsequent Monthly Date.
- (3) **Order of Processing.** Transfers among Accounts on a given Transfer Date will be processed in the following order:
 - (a) First, any transfer to the Long Term Fixed Account on the Transfer Date;
 - (b) Then, any transfer from the Long Term Fixed Account will occur.

We reserve the right to impose limits on the amount transferred to or from any Accounts or Segments within the Accounts.

POLICY VALUE

The Policy Value for this contract is equal to the sum of the Policy Values associated with the Short Term Holding Account, Long Term Fixed Account, Index Interest Account(s) and the Loan Account (described below). The Policy Values for the Long Term Fixed Account and the Index Interest Account(s) will be equal to the sum of all Segment Balances for active (non-expired) Segments within these Accounts.

The Policy Value on the Policy Date will be the Initial Premium less the Monthly Deductions for the first month. Monthly Deductions are described in the Policy Factors section and are deducted from each Account (and Segment within an Account) based upon that Account's/Segment's proportion of the total Policy Value. In general, the Policy Value on any subsequent Monthly Date will be calculated as: (a) plus (b), minus (c), minus (d) and plus (e), where:

- (a) is the Policy Value on the preceding Monthly Date;
- (b) are premiums received, less any Percentage of Premium Expense Charges, since the preceding Monthly Date;
- (c) are the Monthly Deductions for the policy;
- (d) is the amount of any partial withdrawal plus any Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (e) is one-month's interest on (a) plus (b), minus (c), minus (d).

In the case of a Monthly Date that is the final day of a Segment Term under one or more of the Index Interest Account(s), additional Index Interest may be added to Policy Value formula above. The calculation of the Index Interest is described below.

On any day other than a Monthly Date, the Policy Value will be calculated as (a) plus (b), minus (c), minus (d), plus (e) using the definitions above, with pro-rata adjustment of interest to reflect the time elapsed since the prior Monthly Date. The Policy Value under the policy will not be less than the minimum values and benefits required by the State where this policy is delivered.

The following paragraphs describe the specific calculation of the Policy Value for the Short-Term Holding Account, Long Term Fixed Account, and the Index Interest Accounts.

Policy Value for the Short Term Holding Account. The Policy Value for the Short Term Holding Account on a Monthly Date is calculated as: (a) plus (b), minus (c), minus (d), minus (e), plus (f), where:

- (a) is the Policy Value of the Short Term Holding Account on the prior Monthly Date;
- (b) are premiums less any Percentage of Premium Expense Charges, plus Policy Debt repayments received since the preceding Monthly Date, plus any transfers from other Account(s) to the Short Term Holding Account since the prior Monthly Date;
- (c) are the Monthly Deductions allocated to the Short Term Holding Account;
- (d) is the amount of any partial withdrawal plus any Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (e) are the amounts of any transfers from the Short Term Holding Account to other Accounts (including the Loan Account) since the prior Monthly Date; and
- (f) is one-month's interest on (a) plus (b), minus (c), minus (d), minus (e).

The interest credited under (f) above will be at a rate declared by Us. This declared interest rate will not be less than the Short Term Holding Account Guaranteed Interest Rate shown on the Schedule Page. Further, on any day other than a Monthly Date, interest will be adjusted on a pro-rata basis to reflect the time elapsed since the prior Monthly Date.

Policy Value for the Long Term Fixed Account. The Policy Value for the Long Term Holding Account is equal to the sum of the Segment Balances for all active Long Term Fixed Account Segments. The Segment Balance for a given Long Term Fixed Account Segment at the start of the Segment is equal to amounts transferred to that Segment, less Monthly Deductions allocated to this Segment (which are called Segment Deductions). The Segment Balance for any given Long Term Fixed Account Segment on any subsequent Monthly Date will be calculated as: (a) minus (b), minus (c), minus (d), plus (e), where:

- (a) is the Segment Balance on the preceding Monthly Date;
- (b) are the Segment Deductions for that Segment;
- (c) is any partial withdrawal plus Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (d) are the amounts of any transfers to the Loan Account since the preceding Monthly Date; and
- (e) is one-month's interest on (a) less (b), less (c), less (d).

The interest credited under (e) above will be at an interest rate declared by Us at the start of the Segment, and will not change for the Segment Term. This interest rate will not be lower than the Long Term Fixed Account Guaranteed Interest Rate shown on the Schedule Page. At the expiry of the Segment, the interest rate used in (e) above may change for newly created Segments. Any interest credited above the Long Term Fixed Account Guaranteed Interest Rate may be adjusted to reflect experience factors such as expenses, taxes, or sources of earnings other than investment earnings.

Policy Value for the Index Interest Accounts. The Policy Values for the Index Interest Accounts are equal to the sum of the respective Segment Balances for all active Index Interest Account Segments. The Segment Balance for a given Index Interest Account Segment at the start of the Segment is equal to amounts transferred to that Segment, less Monthly Deductions allocated to this Segment (which are called Segment Deductions). The Segment Balance for any given Index Interest Account Segment on any subsequent Monthly Date will be calculated as: (a) minus (b), minus (c), minus (d), plus (e), where:

- (a) is the Segment Balance on the preceding Monthly Date;
- (b) are the Segment Deductions for that Segment;
- (c) is any partial withdrawal plus Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (d) are the amounts of any transfers to the Loan Account since the previous Monthly Date; and
- (e) is one-month's interest on (a) less (b), less (c), less (d), at a monthly interest rate equivalent to the Segment Guaranteed Interest Rate shown on the Schedule Page associated with that Index Interest Account.

In addition, at the expiry of a Segment Term, Segment Index Interest may be added to the Segment Balance. Segment Index Interest may not be less than zero, and is calculated as:

(1) x (2), where:

- (1) is the Segment Index Interest Rate (as described in the Schedule Page for the Index Interest Account) expressed as a decimal (e.g., 5% = .05), and
- (2) is the beginning Segment Balance less the sum of all Segment Deductions during the Segment Term just completed and all partial withdrawals, Surrender Charges, partial withdrawal charges, and transfers to the Loan Account occurring during the same Segment Term.

POLICY FACTORS

MONTHLY DEDUCTIONS. The Monthly Deductions for any policy month are the cost of insurance charges for the policy and any riders and the periodic expense charges for the policy and any riders or benefits. Monthly Deductions are allocated to the Short Term Holding Account and active Segments within the Long Term Fixed Account and Index Interest Accounts in proportion to their share of the sum of the Policy Values in these Accounts.

COST OF INSURANCE. The cost of insurance charge for the policy is determined at the beginning of a policy month as: (a) multiplied by the number of thousands of Amount at Risk, which is the result of: (b) minus (c), where:

- (a) is the cost of insurance rate as described in the Cost of Insurance Rates section, expressed per \$1,000 of Amount at Risk;
- (b) is the Death Benefit at the beginning of the month (without reduction by Outstanding Policy Debt) divided by one plus the Long Term Fixed Account Guaranteed Interest Rate (monthly rate), and
- (c) is the Policy Value at the beginning of the policy month, reduced by all Monthly Deductions except for the cost of insurance deduction.

The cost of insurance charge for any rider is calculated according to the provisions of the rider and is deducted proportionately from the Short Term Holding Account and active Segments of the Long Term Fixed Account and Index Interest Accounts based upon their share of the sum of the Policy Values in these Accounts.

COST OF INSURANCE RATES. The monthly cost of insurance rates are based on the Specified Amount and on the Insured's Issue Age, policy year, gender, and Premium Class. Our expectations of Our future persistency, mortality, expense and interest rate experience will be considered in determining the cost of insurance rates. The cost of insurance rates each month per \$1000 of Amount at Risk will not be greater than those shown on the Schedule Page.

We may change the cost of insurance rates on any Monthly Date. We will notify the Owner in writing of any change in the cost of insurance rates. This notice will be given prior to the Monthly Date on which the change becomes effective. Any change in cost of insurance rates will apply to all policies of like benefits, provisions, and size, and of the same Premium Class, gender, and policy year.

The cost of insurance rates for any riders are shown on the Schedule Page.

PERCENTAGE OF PREMIUM EXPENSE CHARGE. An expense charge applies to all premiums paid. The Percentage of Premium Expense Charge is shown on the Schedule Page. We may charge a lower Percentage of Premium Expense Charge than that shown on the Schedule Page in a uniform and nondiscriminatory manner. This charge is not considered a Monthly Deduction.

GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE. Each month, a monthly expense charge is deducted from the Policy Value. This charge is shown on the Schedule Page. This charge is considered a Monthly Deduction assessed proportionately against the Accounts (excluding the Loan Account).

JUVENILE RECLASSIFICATION. For policies issued to juveniles (ages 0-17), We will notify the Insured in writing 60 days prior to the Insured's Attained Age 18 before changing the monthly cost of insurance to a new Premium Class. We will assign the Insured a default Premium Class (Standard Tobacco) if the Insured fails to respond to Our written notification within 60 days. If the Insured responds to Our written notification within 60 days with satisfactory evidence of insurability, the monthly cost of insurance will be based upon the Standard Non-Tobacco Premium Class.

INTEREST RATE. The minimum credited interest rates used in the calculation of the Policy Value may vary according to the Account(s) to which the Policy Value is directed. For each of the Accounts, the applicable guaranteed credited interest rate is shown on the Schedule Page. We may credit a higher interest rate. If We do, the interest rate We credit for that part of the Policy Value that backs any Policy Debt may be less than the interest rate We credit for the remainder of the Policy Value.

POLICY COST FACTORS. We may change the current credited interest rate in the Short Term Holding Account and the Long Term Fixed Account, subject to the Guaranteed Interest Rates shown in the Schedule Page. We may also change the Growth Caps and Participation Rates associated with each of the Index Interest Accounts at the beginning of new Index Interest Segments, subject to the minimum levels of those parameters, which are shown in the Schedule Page. We may change the cost of insurance rates and expense charges subject to the maximum rates and charges shown on the Schedule Page. We will determine actual rates and charges based on variable factors which may include, but are not limited to, Our future expectations of mortality, expenses, interest, persistency, and taxes. Any changes in these cost factors will be determined according to the procedures and standards filed with the insurance supervisory official of the state where this policy is delivered. Any change We make will be on a uniform basis for Insured persons of the same Issue Age, gender, Premium Class, Specified Amount band, and policy year.

ACCESSING POLICY VALUES

Loans, Partial Withdrawals and Surrenders may be subject to income tax and penalty tax.

LOANS. You may obtain a loan by Written Notice using this policy as the sole security for the loan. We may require You to sign a loan agreement. You should consult Your tax advisor before requesting a loan. The maximum loan value is equal to:

- (1) the Cash Value calculated at the date of the loan;
- (2) less any existing Policy Debt;
- (3) less interest on the loan from the date of the loan to the end of the policy year; and
- (4) less the Monthly Deductions times three.

The minimum amount for any loan requested is shown on the Schedule Page. The maximum loan interest rate charged to You is shown on the Schedule Page, or is the maximum percentage allowable under the law in the state where the policy is delivered. We have the option of charging less. A \$50.00 Loan Processing Fee may be deducted from the Policy Value in a uniform and nondiscriminatory manner.

Loan Account. When a policy loan is requested, a Loan Account is established to secure the Policy Debt. Amount(s) equal to the requested loan amount will be transferred proportionately from Accounts with positive value to the Loan Account to secure the loan. Transfers from the Accounts will be taken in amounts based on the proportion of each Account's Policy Value to the total unloaned Policy Value. The value of the Loan Account on the Issue Date is the value of any Policy Debt on the Issue Date. The value of the Loan Account on any day following the Issue Date is equal to:

- (a) the value of the Loan Account as of the prior day;
- (b) plus interest credited on such amount since the prior day based on an interest rate of 4.0% per annum, compounded daily;
- (c) plus any new policy loan since the prior day; and
- (d) minus an adjustment for any Policy Debt repaid and any loan interest paid since the prior day. The adjustment is equal to the value of the Loan Account prior to the repayment times a fraction equal to: the amount of Loan Repayment divided by the outstanding Policy Debt prior to the repayment. The amount of the reduction in the Loan Account will be allocated on the next Premium Allocation Date to the Short Term Holding Account, and then to the Long Term Interest Account and Index Interest Account(s) according to Your current premium allocation instructions.

Any amounts intended for loan repayments must be clearly marked as such or they will be considered as premium payments.

Amounts transferred to the Loan Account from the Index Interest Accounts before the end of a Segment Term for a Segment within an Index Interest Account will not be credited with Segment Index Interest for that Segment Term.

A loan may be paid back in full or in part at any time. Interest charged accrues daily and is due and payable at the end of each Policy Year. If interest is not paid when due, it will be added to the Policy Debt and will bear interest at the rate charged on the loan. Death benefit proceeds and Cash Value paid upon Surrender will be reduced by any outstanding Policy Debt. If the outstanding Policy Debt equals or exceeds the Cash Value, the policy will terminate. We will mail You and any assignee of record a written notice to the last-known address at least 30 days before termination.

We may defer making the loan for up to six months except to pay premiums on any policy in force with Us.

PARTIAL WITHDRAWAL. After the first policy year, You may take a partial withdrawal from the Surrender Value of the policy once per quarter while the policy is in force. The minimum partial withdrawal is shown on the Schedule Page. Any partial withdrawal is subject to the following:

- (1) We must receive Written Notice;
- (2) the partial withdrawal must not exceed 75% of the Surrender Value of the policy;
- (3) a Surrender Charge may be deducted, equal to (i), divided by (ii), the result of which is multiplied by the total Surrender Charge then outstanding where:
 - (i) equals the amount of the partial withdrawal; and
 - (ii) equals the Surrender Value of the policy;
- (4) the Policy Value will be reduced by the amount of the partial withdrawal (prior to deduction of any partial withdrawal charge) plus the Surrender Charge – the reductions will be calculated proportionately across all active Segments within the Accounts;
- (5) a Partial Withdrawal Fee, as shown on the Schedule Page, may be deducted from the amount of a partial withdrawal for every partial withdrawal; and

- (6) no Segment Index Interest is credited to partial withdrawal amounts and associated Surrender Charges and partial withdrawal charges if they are taken from a Segment within any of the Index Interest Accounts before the end of the Segment's Segment Term.

If Death Benefit Option A is in effect, any partial withdrawal will reduce the Specified Amount by the amount of the partial withdrawal plus any Surrender Charge. The remaining Specified Amount may not be less than \$100,000.

We may defer paying a partial withdrawal for up to six months except to pay premiums on any policy in force with Us.

SURRENDER. At any time, You may request the entire Surrender Value. A Surrender is subject to the following:

- (1) We must receive Written Notice;
- (2) a Surrender Charge will be deducted, equal to the Amount shown on the Schedule Page; and
- (3) the Surrender Value will equal the Policy Value minus the Surrender Charge, if any, minus any outstanding Policy Debt. The Surrender Value within 30 days following a Monthly Date will not be less than the value available on the last Monthly Date. Any Surrender Value available under the policy at any time other than on a Monthly Date will be calculated with allowance for lapse of time from the last preceding Monthly Date.

The Surrender Values under the policy are not less than the minimum values and benefits required by law in the state where this policy is delivered.

We may defer paying a Surrender for up to six months except to pay premiums on any policy in force with Us.

Upon Surrender, this policy will terminate and all insurance will stop.

GENERAL PROVISIONS

ENTIRE CONTRACT. This policy is a legal contract that You have entered into with Us. The entire contract consists of:

- (1) this policy;
- (2) any riders;
- (3) any endorsements;
- (4) the attached copy of the application, and any amendments or supplemental application; and
- (5) the applicable Schedule Page(s).

We have relied upon the application(s) in issuing this policy. All statements made in the application for issuance or reinstatement, in the absence of fraud, are representations and not warranties. No statement will cause this policy to be rescinded or be used in defense of a claim unless it is contained in the written application and such statement is attached to this policy. We have assumed all statements to be true and complete. If any are not, We may, subject to the Incontestability provision, have the right to void this policy and send back all premiums paid, minus Policy Debt and any partial withdrawals.

INCONTESTABILITY. Subject to applicable law in the state where this policy is delivered, We will not contest this policy after it has been in force during the lifetime of the Insured for two years from the Issue Date, except for fraud (when permitted by the law of the state where the policy is delivered) and the non-payment of premium. If an increase in benefits or a rider is added after the Issue Date, We will not contest the additional benefits or rider after the increase or rider has been in force during the lifetime of the Insured for two years from the effective date of the increase or rider. For an increase in benefits or added rider, Our right to contest this policy will be limited to the amount of the increase and the evidence provided for such increase. For purposes of this section, increased benefits will include any favorable policy changes requested by You.

If this policy lapses for nonpayment of sufficient premiums and is later reinstated, We will not contest this policy after it has been in force for two years after the effective date of Reinstatement during the Insured's lifetime. We

will not contest this policy based upon any statements in the Reinstatement application if the original Incontestability period has not yet expired. Riders to this policy may have separate incontestability provisions.

POLICY CHANGES. You may request policy changes by sending Written Notice to Us. No change in this policy is valid unless it is in writing and is signed by one of Our Officers. No agent has authority to change the policy or to waive any of its provisions. The policy will be amended or endorsed to reflect any adjustment and its effect upon policy features.

SUICIDE. If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount We will pay is limited to the premiums paid less any Policy Debt and less any partial withdrawals.

If the Insured dies by suicide, while sane or insane, within two years from the effective date of any requested increase in Specified Amount, the amount We will pay for the additional insurance is limited to the cost of insurance (defined in the Cost of Insurance provision) for such additional amount.

MISSTATEMENT OF AGE OR GENDER. If the age or gender of the Insured has been misstated on an application, an adjustment will be made to reflect the correct Age and gender as follows:

- (1) If the misstatement is discovered at death, the death benefit amount will be adjusted based on what the cost of insurance rate as of the most recent Monthly Date would have purchased at the Insured's correct Age and gender.
- (2) If the misstatement is discovered prior to the Insured's death, the Policy Value will be adjusted to reflect the expense charges, Surrender Charges, and cost of insurance rates based on the Insured's correct Age and gender from the Policy Date. Any adjustment for misstatement of Age or gender will not result in termination of the policy prior to the date of death. A mortality charge and benefits will be extrapolated if the correct Age is outside the Issue Age range of this policy.

ASSIGNMENT. You may assign this policy by giving Written Notice. Unless otherwise specified by You, an assignment will be effective the date the Written Notice is signed by You. We will not be responsible for the validity of an assignment. We will not be liable for any payment We make or actions We take before We receive Written Notice of an assignment. An assignment is subject to any Policy Debt.

NONPARTICIPATING POLICY. This policy does not participate in company profits. No policy dividends will be paid under this policy.

COMPUTATIONS. Minimum Policy Values are based on maximum cost of insurance rates, maximum expense charges and the Guaranteed Interest Rate(s) shown on the Schedule Page. All interest rates shown on the Schedule Page are annual effective rates unless otherwise stated.

BASIS OF GUARANTEED VALUES. The values of this policy will not be less than the minimum values and benefits required by state law governing where this policy is delivered. The basis of charges and the method of computation has been filed with the insurance supervisory official of the State where this policy is delivered.

ANNUAL REPORT. At least once a year, We will send You an annual report at no charge. The annual report will provide the following information at a time not more than four months prior to the date of mailing for the period since the last report:

- (1) the beginning and ending date of the current report period;
- (2) the Policy Value, Cash Value and Surrender Value at the beginning of the period;
- (3) the Death Benefit, Policy Value, Policy Debt, Cash Value and Surrender Value at the end of the period;
- (4) the amounts that have been credited or debited to the contract during the current report period identified as to type and date;
- (5) the Specified Amount as of the end of the period;

- (6) premium payments made, partial withdrawal amounts, Surrender Charges, cost of riders, if any, Monthly Deductions taken and any other charges since the last Annual Report;
- (7) the amount of any policy loan(s) taken since the last Annual Report; and
- (8) notice if the Policy Value is insufficient to maintain the policy in force until the end of the next reporting period.

ILLUSTRATIVE REPORT. You may request a projection of illustrative future benefits and values at any time, There will be no charge for this report on an annual basis. If You request this report more frequently than annually, We will charge a \$30.00 service fee per each additional report.

MATURITY DATE. The policy will mature on the date shown on the Schedule Page. If the Insured is living on the Maturity Date, the Surrender Value will be paid to the Owner, and this policy will terminate.

CONFORMITY WITH STATE LAW. Any provision of the policy that, on the Policy Date, conflicts with the laws of the state where the policy is delivered, is amended to meet the minimum requirements of such laws. The state law where the application for the policy is taken supersedes any conflicting laws of any other state where the Owner may live on or after the Policy Date.

TERMINATION. This policy will terminate and all insurance will stop:

- (1) on the date We receive Written Notice to terminate the policy;
- (2) when a required premium is not received before the end of the Grace Period;
- (3) when the outstanding Policy Debt equals or exceeds the Cash Value;
- (4) when the Insured dies; or
- (5) when this policy matures.

PAYMENT OF POLICY BENEFITS

METHOD OF PAYMENT. Policy benefits will be paid in one sum or under an elected payment plan. Benefits of less than \$2,500 may not be applied under any payment plan. The plans available are listed in the next section.

The proceeds of this policy at the time payment will commence will not be less than those that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants.

PAYMENT PLANS.

- (1) **Installments of Specific Amount (Option 1).** Payment will be made in equal monthly installments of a Specific Amount. They will continue until the benefits with interest are paid. The final payment will not be more than the unpaid balance.
- (2) **Installments of a Specific Period (Option 2).** Payment will be made in equal monthly installments over a period of one to 30 years. Table I shows the amount of each installment for each \$1,000 of benefits.

TABLE I

<u>Years*</u>	<u>Monthly Payment</u>	<u>Years*</u>	<u>Monthly Payment</u>
1	\$84.28	10	\$9.39
2	42.66	15	6.64
3	28.79	20	5.27
4	21.86	25	4.46
5	17.70	30	3.93

* Other years available on request. Payment option rates are based on 2.5% annual interest.

- (3) **Life Income for a Certain Period (Option 3).** Payment will be made in equal monthly installments for a selected certain period. This period may be for 10, 15 or 20 years. They will continue to be made past this period as long as the payee is alive. Table II shows the amount of each payment for each \$1,000 of benefits. They are based on the Age nearest birthday and gender of the payee at the time payments begin. If the payee's Age or gender is misstated, appropriate changes will be made in the remaining payments. We reserve the right to require proof that a payee is living on any payment due date.

TABLE II

Age*	MALE			FEMALE		
	10 Years	15 Years	20 Years	10 Years	15 Years	20 Years
50	\$3.80	\$3.76	\$3.70	\$3.56	\$3.54	\$3.51
51	3.87	3.82	3.76	3.62	3.59	3.56
52	3.94	3.89	3.81	3.68	3.65	3.61
53	4.01	3.96	3.87	3.74	3.72	3.67
54	4.09	4.03	3.94	3.81	3.78	3.73
55	4.17	4.10	4.00	3.89	3.85	3.79
56	4.26	4.18	4.06	3.96	3.92	3.85
57	4.35	4.26	4.13	4.04	3.99	3.92
58	4.45	4.35	4.19	4.13	4.07	3.98
59	4.55	4.44	4.26	4.22	4.15	4.05
60	4.66	4.53	4.33	4.31	4.24	4.12
61	4.77	4.62	4.40	4.41	4.33	4.20
62	4.89	4.72	4.46	4.51	4.42	4.27
63	5.02	4.81	4.53	4.63	4.52	4.34
64	5.15	4.91	4.60	4.74	4.61	4.42
65	5.28	5.02	4.66	4.87	4.72	4.49
66	5.42	5.12	4.72	5.00	4.82	4.56
67	5.57	5.22	4.78	5.14	4.93	4.63
68	5.72	5.33	4.84	5.28	5.04	4.70
69	5.88	5.43	4.89	5.43	5.16	4.77
70	6.05	5.53	4.94	5.59	5.27	4.83
71	6.21	5.63	4.99	5.76	5.39	4.89
72	6.38	5.73	5.03	5.94	5.50	4.95
73	6.56	5.82	5.07	6.12	5.62	5.00
74	6.73	5.91	5.10	6.31	5.73	5.05
75	6.91	6.00	5.13	6.51	5.83	5.09
76	7.09	6.08	5.16	6.71	5.93	5.12
77	7.27	6.15	5.18	6.91	6.03	5.15
78	7.44	6.22	5.20	7.11	6.11	5.18
79	7.61	6.28	5.22	7.31	6.19	5.20
80	7.78	6.34	5.23	7.51	6.27	5.22

*Other ages available on request.

- (4) **Interest Income (Option 4).** We will hold the benefits for an agreed upon period. During this period, We will make monthly interest payments of \$2.46 for each \$1,000 of benefits held by Us. All, but not part of, the benefits may be withdrawn at any time prior to the end of the agreed period. Payment option rates are based on 2.5% annual interest.

PAYMENT PLAN ELECTIONS.

- (1) **Right to Elect Payment Plans.** A request for a payment plan must be in writing. It may be elected by:
- (a) the Owner during the lifetime of the Insured.
 - (b) a primary or contingent Beneficiary to whom benefits become payable, if no election is in effect on the date of death of the Insured.

After a payment plan is effective, it cannot be changed.

- (2) **Effective Date.** A plan elected before the benefits are payable will be effective on the date they become payable. If elected after that time, it will be effective when We receive the request for the election at Our Home Office. The first payment under Options 1, 2 and 3 is due on the date the plan becomes effective. Under Option 4, interest will be calculated from that date with the first payment due one month after the plan becomes effective.
- (3) **Amount and Period Limits.** If monthly payments are less than \$10, We may change the frequency of payments to bring the amount of each payment up to at least \$10. Under Options 1, 2 and 4, no election will be for a period longer than 30 years.
- (4) **Payment Frequency.** Instead of monthly payments, a quarterly, semiannual or annual frequency may be elected.

PAYMENT PLAN RATES. Benefits will earn interest at an annual effective rate of not less than 2.0%. One year after a plan becomes effective and for every year after this rate may be increased upon approval of Our Board of Directors. Under Option 3, no interest in excess of 2.0% annually will be paid after all the installments for the selected certain period have been paid.

PAYEES.

- (1) **Death Benefit.** This benefit will be paid to the Beneficiary(ies). If any Beneficiary dies before the Insured, the interest of that Beneficiary will be paid to the Owner or the Owner's estate unless otherwise requested.
- (2) **Surrender or Maturity Proceeds.** These proceeds will be paid to the Owner.
- (3) **Assignment.** The interest of any payee will be subject to any valid assignment.

CLAIMS OF CREDITORS. So far as permitted by law, no amount payable under this policy will be subject to the claims of creditors of any payee.

DEATH OF PAYEE UNDER PAYMENT PLANS. If the payee dies before receiving the benefits stated under the payment plan elected, We will make a one sum payment to the estate of the payee unless other arrangements have been made in the election. The amount of this payment will be as follows:

- (1) Under Option 1, 2 or 3, it will be the present value at an effective rate of 2.0% annually of any unpaid installments. Under Option 3, this only applies to the unpaid installments for the selected certain period.
- (2) Under Option 4, it will be the unpaid benefits and any accrued interest.

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**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH INDEX-
LINKED INTEREST OPTIONS**

issued by

ZURICH AMERICAN LIFE INSURANCE COMPANY

whose Home Office address is

[Schaumburg, Illinois 60196-6801]

Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]

This policy includes a war risk exclusion.

Proceeds payable upon the earlier of the death of the Insured or the Insured's Attained Age 121. Adjustable Death Benefit. Flexible premiums payable during the lifetime of the Insured to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease due to changes in interest credited to the Accounts, expense and cost of insurance charges. Index Interest Account credits (if any) are based on growth rates of an external index(indices) and are applied at the expiry of the applicable Index Interest Account Segment.

The policy does not directly participate in any stock, bond or equity investments. Base Lapse Protection Period (available if shown on the Schedule Page), and [3] Year Minimum Premium Provision.

Nonparticipating/No Policy Dividends.

Supplement to Part I of Application for Life Insurance - for Flexible Premium Adjustable Life Insurance Policy with Index - Linked Interest Options



Zurich American Life Insurance Company

Administrative Office
 [7045 College Boulevard]
 [Overland Park, KS 66211-1523]

Phone: [877.678.7534]
 Fax: [888.871.7537]
 [www.zlifeusa.com]

Proposed Insured Name

First Name _____ Middle Initial _____ Last Name _____

1. Section 7702 Compliance Method

The following method will be used for compliance with Internal Revenue Service Code Section 7702 for the life of the policy (check one box):

- Cash Value Accumulation Test (CVAT) Guideline Premium Test (GPT)

2. Optional Riders

I elect the following optional rider(s): Cash Value Enhancement Rider Lapse Protection Period Extension Rider

Check box if no optional riders are elected.

These are my Premium Allocation instructions for the percentage of each net premium to be allocated to the Short Term Holding Account, Long Term Fixed Account, or the Index Interest Account(s) on the Issue Date and on any subsequent Premium Allocation Dates.

3. Premium Allocation Instructions (Percentage of Net Premium to be allocated to the Short Term Holding Account, Long Term Fixed Account, or the Index Interest Account(s) After a Premium Payment).

Indicate a percentage from 5 to 100% for each of the Accounts below. Percentages must be whole numbers, and must total 100%.

- Check box if there are no premium allocations to Index Interest Account Account(s).
- Check box if there are no premium allocations to Long Term Fixed Account.

A.	Short Term Holding Account	%	D.	[Domestic Multi Index Interest Account]	%
B.	Long Term Fixed Account	%	E.	[Global Multi Index Interest Account]	%
C.	[S&P 500® Index Interest Account]	%			

The Premium Allocation percentages shown above will remain in effect for future premium payments unless You send Us Written Notice.

4. Monthly Automatic Transfer Instructions

These are my instructions for Monthly Automatic Transfers from the Short Term Holding Account to the Long Term Fixed Account, or the Index Interest Account(s). If this section is completed, these instructions replace any premium allocation instructions provided in Section 3 above with respect to new net premiums. Monthly Automatic Transfers can be stopped at any time.

Indicate a percentage from 5 to 100% for each of the Accounts below. Percentages must be whole numbers, and must total 100%:

A.	Long Term Fixed Account	%	C.	[Domestic Multi Index Interest Account]	%
B.	[S&P 500® Index Interest Account]	%	D.	[Global Multi Index Interest Account]	%

Note that Monthly Automatic Transfers will occur on a Monthly Date and will result in the total allocation of the Short Term Holding Account to the Receiving Accounts gradually over the Policy Year. The Monthly Automatic Transfer percentages shown above will remain in effect unless You send Us Written Notice.

5. Acknowledgements:

I acknowledge that:

- I am applying for a Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options. This policy includes a Short Term Holding Account, Long Term Fixed Account and Index Interest Accounts (each an "Account" and collectively the "Accounts"). The Index Interest Accounts use an outside financial index(indexes) to calculate the total annual crediting rate.
- I understand the policy is not designed to be an investment vehicle and is not a variable product or any type of investment contract. I further understand that the policy values may be affected by external indexes(indexes), and the policy itself is not an investment in the stock market.
- Net premiums will be initially credited to the Short Term Holding Account and will, if I elect, be allocated to the Index Interest Accounts and Long Term Fixed Account on the next eligible Premium Allocation Date.
- The Premium Allocation instructions listed above indicate my request for premium allocations to the Short Term Holding Account, Long Term Fixed Account, or the Index Interest Account(s). I may change my instructions by Written Request to Zurich American Life Insurance Company's Administrative Office. Such Written Requests must be received at least five business days prior to a Premium Allocation Date.
- Even though values of the policy may be determined, in part, by reference to an external index(indexes), the policy does not directly participate in any stock or equity investments, or dividends on the external index(indexes).
- Please check appropriate box:
 - I have received an illustration of the policy for which I applied.
 - I have NOT received an illustration of the policy for which I applied. I acknowledge that an illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- Any values shown in the policy or illustration, other than guaranteed values, are not guarantees, promises, or warranties.

6. Signatures

If You are signing on behalf of an entity, You represent that You are authorized to execute this document and to make the representations herein. If the entity is a corporation, You further represent that all requirements under applicable law and under the corporation's governing documents have been satisfied concerning the execution of this document, including the use of the corporate seal and number of signing officers.

Signed and dated in:

City/State	_____	Date (MM/DD/YYYY)	_____
X	_____	X	_____
Signature of Proposed Policy Owner*	_____	Witness	_____

* If a corporation, the signature and title of any authorized representative is required. If a trust, all required trustees must sign according to the trust agreement.

7. Key Terms Used Above

Long Term Fixed Account: The Long Term Fixed Account credits interest to the portion of Policy Value allocated to it. The Long Term Fixed Account has a Guaranteed Interest Rate that is specified in Your policy. The Long Term Fixed Account may credit interest at a rate in excess of the Guaranteed Interest Rate.

Index Interest Accounts: The portion of the contract's Policy Value allocated to the Index Interest Accounts may earn interest based on the percentage change(s) in the value(s) of an external index(es), subject to the Index Interest Account Guaranteed Interest Rate, Growth Cap and Participation Rate. The Growth Cap is the maximum Index Growth Rate (after adjustment by the Participation Rate) that will be used in calculating the total interest credited to an Index Interest Segment. The Participation Rate is the percentage of the Index Growth Rate that will be used in calculating the total interest credited to an Index Interest Segment.

Indices:

1. S&P 500® - "Standard & Poor's", "S&P", "S&P 500", "Standard & Poor's 500", and "500" are trademarks of Standard & Poor's Financial Services, LLC. and have been licensed for use by Zurich American Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.
2. Dow Jones - UBS Commodity Index® - The Dow Jones-UBS Commodity IndexesSM are a joint product of Dow Jones Indexes, the marketing name and a licensed trademark of CME Group Index Services LLC ("CME Indexes"), and UBS Securities LLC ("UBS"), and have been licensed for use. "Dow Jones®", "DJ", "Dow Jones Indexes", "UBS", "Dow Jones-UBS Commodity IndexSM", and "DJ-UBSCI" are service marks of Dow Jones Trademark Holdings, LLC ("Dow Jones") and UBS AG, as the case may be and have been licensed for use for certain purposes by Zurich American Life Insurance Company. Zurich American Life Insurance Company's Zurich Index UL based on the Dow Jones-UBS Commodity IndexSM, are not sponsored, endorsed, sold or promoted by Dow Jones, UBS, CME Indexes or any of their respective subsidiaries or affiliates, and none of Dow Jones, UBS, CME Indexes or any of their respective affiliates, makes any representation regarding the advisability of investing in such product(s).
3. Russell 2000 Index® - Russell Investment Group is the source and owner of the trademarks, service marks and copyrights related to the Russell Indexes. Russell® is a trademark of Russell Investment Group.
4. MSCI Emerging Markets Index & MSCI EAFE - The products or securities referred to herein are not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such products or securities or any index on which such products or securities are based. The Schedule Page contains a more detailed description of the limited relationship MSCI has with Zurich American Life Insurance Company and any related products.

Premium Allocation Date: The date on which net premiums are allocated to an Account(s).

ZURICH AMERICAN LIFE INSURANCE COMPANY

Home Office: [Schaumburg, Illinois 60196-6801]

Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]

Phone: [(888) 634-6780]

ACCELERATED BENEFIT RIDER FOR TERMINAL ILLNESS

IF YOU RECEIVE PAYMENT OF ACCELERATED BENEFITS FROM A LIFE INSURANCE POLICY, YOU MAY LOSE YOUR RIGHT TO RECEIVE CERTAIN PUBLIC FUNDS. THESE PUBLIC FUNDS INCLUDE MEDICARE, MEDICAID, SOCIAL SECURITY, SUPPLEMENTAL SECURITY, SUPPLEMENTAL SECURITY INCOME (SSI), AND POSSIBLY OTHERS. RECEIVING ACCELERATED BENEFITS FROM A LIFE INSURANCE POLICY MAY HAVE TAX CONSEQUENCES FOR YOU. WE CANNOT GIVE YOU ADVICE ABOUT THIS. YOU MAY WISH TO OBTAIN ADVICE FROM A TAX PROFESSIONAL OR AN ATTORNEY BEFORE YOU DECIDE TO RECEIVE ACCELERATED BENEFITS FROM A LIFE INSURANCE POLICY.

POLICY VALUES, LOAN VALUES AND DEATH BENEFITS WILL BE REDUCED IF YOU RECEIVE AN ACCELERATED BENEFIT.

This rider is made a part of the policy to which it is attached and is subject to all of the policy terms and provisions.

1. BENEFIT

You may elect a one-time Accelerated Death Benefit that may be used with no restrictions. We will pay 95% of the available benefit You select less a \$100 fee and less any Policy Debt. The maximum benefit amount is 50% of the policy's available death benefit proceeds up to a maximum of \$1,000,000. The minimum payment amount is the lesser of 25% or \$50,000 of the available death benefit proceeds payable in a lump sum.

2. QUALIFYING FOR THE BENEFIT

A doctor must certify that the Insured has an illness or condition resulting in a life expectancy of 24 months or less. For purposes of this rider, a "doctor" is a physician as defined in section 1861(r)(1) of the Social Security Act, as a doctor who is not a family member, and who is properly licensed to practice medicine in the state where the Insured lives.

3. HOW TO REQUEST THE BENEFIT

In order to elect the benefit, You must complete and submit to Us a Request Form showing the percentage of the benefit requested. Due proof that the Insured qualifies for the benefit must also be provided to Us. A Request Form can be obtained by writing to Us at the address shown above. If We do not provide the Request Form to You within 15 days of Your request, You may meet all requirements by sending due proof explaining the nature and extent of the Insured's illness or condition to Us. Before payment can be made, We must contact any assignee or irrevocable Beneficiary and obtain their written consent for payment.

Before payment of any benefits, at Our expense, We may require more clinical, radiological, histological, laboratory or other medical evidence.

We may order Our own medical examination. In the event there is a dispute between the Insured's doctor and Our doctor, We will obtain at Our expense another medical opinion from an impartial third doctor.

4. EFFECT OF ACCELERATED BENEFITS ON THE POLICY

After payment, the policy will continue as long as the required premium payments are made. Payment of the benefit will reduce the policy death benefit, Cash Value, Loans, Surrender Value, Policy Value, and Minimum Premiums in an amount in proportion to the amount of the payment as a percentage of the total death benefit. Any adjustment in the Policy Value will be allocated to the Fixed Account(s) and any Index Interest Account(s) on a pro-rata basis.

Upon receiving the Request Form, We will send You and any irrevocable Beneficiary a statement. The statement will show the effect of the payment on the policy death benefit, Policy Value, Cash Value, loan amounts, Surrender Value, Minimum Premiums, Monthly Deductions and other future charges and premiums after payment.

5. PAYMENT OF THE BENEFIT

Subject to any legal or policy limitations, We will pay the benefit to You or to Your estate while the Insured is living. If the policy is assigned or there is an irrevocable Beneficiary, we must obtain a signed written consent from any assignee or irrevocable Beneficiary prior to payment.

Upon receipt of due proof, We will make payment. Any delay in payment will be subject to the death benefit payment standards as contained in the policy.

Upon payment of the benefit, We will send a statement to the Owner and to the irrevocable Beneficiary. The statement will show the effect of the payment on the policy death benefit, Policy Value, Cash Value, loan amounts, Surrender Value, Minimum Premiums, Monthly Deductions and other charges and future premiums after payment.

6. DEATH OF INSURED PRIOR TO PAYMENT

If the Insured dies before We pay the benefit, but after We receive the request for the benefit, the rider will cease and the policy death benefit will be paid as described in the policy Death Benefit provision.

7. TERMINATION

This benefit will end on the earliest of the following dates:

- (a.) the next Monthly Date following receipt of Written Notice for benefit termination; or
- (b.) after You have received benefits under this rider; or
- (c.) the date the Insured dies; or
- (d.) the date the policy terminates.

Termination will not affect the payment of an Accelerated Death Benefit that may have occurred while this Rider was in force.

8. REINSTATEMENT

This rider may be reinstated in accordance with the Reinstatement provision of the policy to which it is attached.

9. EFFECTIVE DATE OF THIS BENEFIT

This rider is issued as of the Policy Date of the policy unless a different date is shown on the policy Schedule Page.

Signed for Zurich American Life Insurance Company.



A handwritten signature in blue ink, enclosed in a large right-facing curly bracket.

SECRETARY



A handwritten signature in blue ink, enclosed in a large right-facing curly bracket.

PRESIDENT

ZURICH AMERICAN LIFE INSURANCE COMPANY

Home Office: [Schaumburg, Illinois 60196-6801]

Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]

Phone: [(888) 634-6780]

CASH VALUE ENHANCEMENT RIDER

This rider is made a part of the policy to which it is attached and is subject to all policy terms and provisions.

1. BENEFIT

This Cash Value Enhancement Rider (CVER) provides that the Surrender Value of the policy, upon full Surrender while this rider is in force during the first [five] policy years, will be no less than the CVER Surrender Value described below.

(f.) the CVER can only be added on the date the base policy is issued.

2. CVER SURRENDER VALUE

Subject to the CVER Limitations described below, the CVER Surrender Value is equal to 95% of the sum of premiums paid (excluding premiums relating to Table or Flat Extra charges) prior to the date of full Surrender.

4. RIDER COST

There is no cost for this rider.

3. CVER LIMITATIONS

The CVER Limitations are:

- (a.) the CVER is only available for issue ages 60 and younger;
- (b.) the CVER Surrender Value is available only upon full Surrender;
- (c.) the CVER Surrender Value is not available for any partial withdrawal or policy loan. If a partial withdrawal, policy loan or Specified Amount change is taken in the first [five] policy years, this rider is terminated;
- (d.) the CVER Surrender Value is not available if the policy is terminated to effect an exchange under Internal Revenue Code Section 1035 rules;
- (e.) the CVER is available only for policies which are funded to maturity via ten or fewer premium payments; and

5. TERMINATION

This rider will terminate on the earliest of the following:

- (a.) the end of the [fifth] policy year; or
- (b.) the next monthly date following receipt of Written Notice for benefit termination;
- (c.) the date the Insured dies;
- (d.) the date any partial surrender, Specified Amount change, or policy loan is taken from this policy; or
- (e.) the date the policy terminates.

6. EFFECTIVE DATE OF THIS BENEFIT

This benefit is issued as of the Policy Date of the policy shown on the Schedule Page.

Signed for Zurich American Life Insurance Company.

SECRETARY

PRESIDENT

ZURICH AMERICAN LIFE INSURANCE COMPANY

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LAPSE PROTECTION PERIOD EXTENSION RIDER

This rider is made a part of the policy to which it is attached and is subject to all policy terms and provisions.

1. BENEFIT

The Policy contains a Base Lapse Protection provision, which specifies conditions under which the policy does not enter the Grace Period for a period of time, even if the Policy Value is zero or less.

This rider extends the policy's Base Lapse Protection Period, as shown on the Schedule Page. If the cumulative premiums paid into the policy (less withdrawals) as of any month after the Policy Date (and before the end of the Extended Lapse Protection Period) equals or exceeds the Extended Lapse Protection Premium times the number of months since the Policy Date, divided by 12, the policy will not enter the Grace Period even if the Policy Value is less than or equal to zero. The Extended Lapse Protection Premium will change in the event the Specified Amount is changed, the Death Benefit Option is changed, the Premium Class is changed, or the Age or gender of the Insured is restated.

the Monthly Deductions under this policy for as long as this rider is inforce.

3. TERMINATION

This rider will terminate on the earliest of the following:

- (a.) the next monthly date following receipt of Written Notice for benefit or policy termination;
- (b.) the date the Insured dies; or
- (c.) the end of the Extended Lapse Protection Period.

4. EFFECTIVE DATE OF THIS BENEFIT

This rider is issued as of the Policy Date of the policy.

5. REINSTATEMENT

This rider may be reinstated in accordance with the Reinstatement provision of the policy to which it is attached.

2. RIDER COST

Charges for this rider are shown on the Schedule Page. These charges will be considered part of

Signed for Zurich American Life Insurance Company.


SECRETARY


PRESIDENT

ZURICH AMERICAN LIFE INSURANCE COMPANY

Home Office: [Schaumburg, Illinois 60196-6801]

Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]

Phone: [(888) 634-6780]

OVERLOAN PROTECTION RIDER

This rider is made a part of the policy to which it is attached and is subject to all policy terms and provisions unless otherwise stated herein. This rider prevents the policy from lapsing as the result of substantial use of the Policy Loan provision.

1. CONDITIONS

In order to exercise the Overloan Protection Rider, the following conditions must be met:

- (a) this policy has been in force until the later of Your attained age 75 or the 15th policy anniversary;
- (b) You send Us Written Notice to exercise the Overloan Protection Rider;
- (c) the Policy Debt exceeds 90% of the policy Cash Value and the outstanding Policy Debt is less than 99.9% of the policy Cash Value after deduction of the Overloan Protection Rider Charge described below;
- (d) the sum of all partial withdrawals taken must be at least equal to all premiums paid;
- (e) the policy must not be a Modified Endowment Contract and the exercise of the Overloan Protection Rider cannot cause the policy to become a Modified Endowment Contract or violate Section 7702 of the Internal Revenue Code regarding the definition of life insurance; and
- (f) the policy Death Benefit Option must be Option A at the time the Overloan Protection Rider is exercised.

If the Conditions described above have all been met and the Overloan Protection Rider Charge described below has been paid, any riders or benefits attached to this policy will terminate and any Index Interest Policy Value will be transferred to the Long Term Fixed Account. If the Transfer Date does not coincide with a Segment Expiry, no Indexed Interest will be credited to the Segment on the Date of the Transfer.

When the Overloan Protection Rider takes effect:

- (1) interest on Policy Debt will continue to accrue;
- (2) loan repayments will be accepted;
- (3) no further policy loans will be allowed;
- (4) no premium payments may be made;
- (5) no further partial surrenders will be allowed;
- (6) no increases or decreases in Specified Amount will be allowed;

- (7) no Death Benefit Option changes are allowed;
- (8) no transfers from the Long Term Fixed Account to the Index Interest Account(s) will be allowed;
- (9) no further Monthly Deductions will be taken; and
- (10) the policy will not enter the Grace Period.

2. OVERLOAN PROTECTION RIDER CHARGE

There is no periodic charge for this rider. However, if You exercise the Overloan Protection Rider, there will be a one-time Overloan Protection Rider Charge equal to 4.5% of the Policy Value. This charge will be deducted from the Policy Value.

3. IMPACT ON THE DEATH BENEFIT

If the Overloan Protection Rider is exercised, the Death Benefit provision of this policy is modified to read as follows:

Death Benefit The death benefit of this policy is the larger of (a) or (b), less any Policy Debt, where:

- (a) is the greater of the Policy Value on the date of death multiplied by the factor shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page; or
- (b) is the Policy Debt on the Insured's date of death plus \$10,000.

4. TERMINATION

This rider will terminate on the earliest of the following:

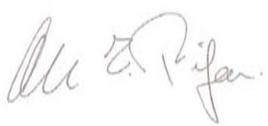
- (a.) the next monthly date following receipt of Written Notice for benefit termination; or
- (b.) the date the Insured dies; or
- (c.) the date the policy terminates.

Termination of this rider will not affect Policy Values.

5. EFFECTIVE DATE OF THIS RIDER
This benefit is issued as of the Policy Date of the policy unless a different date is shown on the policy Schedule Page.

6. REINSTATEMENT
This rider may be reinstated in accordance with the Reinstatement provision of the policy to which it is attached, and if the Overloan Protection Rider has not been previously exercised.

Signed for Zurich American Life Insurance Company.


SECRETARY


PRESIDENT

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
 Company Tracking Number: 0146PAL02-11
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options
 Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Readability Certification

Attachment:

AR Readability Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Attached are copies of form ZM-10200GK (07/10), Part I Application for Life Insurance and form ZM-10000GK (07/10) Part II of Application for Individual Life Insurance. These forms were approved by the Department on 08-25-2010, SERFF Tracking # MLLM-126729865, State Tracking # 46401.

Attachments:

ZM-10300GK (07-10) - Part I Application for Life Insurance 07-20-2010.pdf

ZM-10000GK (07-10) Part II of App for Ind Life Ins. 12-03-2010.pdf

Item Status: **Status Date:**

Bypassed - Item: Outline of Coverage

Bypass Reason:

The are no health or LTCbenefits associated with the forms provided with this submission; therefore, we request that this requirement be waived.

Comments:

Item Status: **Status Date:**

Satisfied - Item: Statements of Variability

Comments:

Statements of Variability

Attachments:

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
 Company Tracking Number: 0146PAL02-11
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options
 Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

Statement of Variability for Auxiliary Forms 03-25-2011.pdf
 AR Statement of Variability for Policy Form Number IUL121AR-01 05-13-2011.pdf
 AR Statement of Variability for Policy Schedule Page For Form Number IUL121AR-01 05-01-2011.pdf

Item Status: **Status**
Date:

Satisfied - Item: Third Party Authorization Letter

Comments:

Third Party Authorization Letter

Attachment:

Third Party Authorization Letter.pdf

Item Status: **Status**
Date:

Satisfied - Item: Accelerated Benefits Disclosure
 Statement Form IULAccBen and
 Accelerated Benefit Rider
 Illustration Form IULAccBen 2

Comments:

Accelerated Benefits Disclosure Statement form IULAccBen and Accelerated Benefit Rider Illustration form IULAccBen 2 provided for informational purposes.

Attachments:

IULAccBen Accelerated Benefits Disclosure Statement 03-22-2011.pdf

IULAccBen 2 Accelerated Benefit Rider Illustration 04-05-2011.pdf

Item Status: **Status**
Date:

Satisfied - Item: Compliance Certification

Comments:

Compliance Certification

Attachments:

Arkansas Compliance Certification.pdf

AR Compliance Certification.pdf

SERFF Tracking Number: MLLM-127089333 State: Arkansas
Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
Company Tracking Number: 0146PAL02-11
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options
Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

Item Status: **Status**
Date:

Satisfied - Item: Revised Form IUL121AR-01
Showing All Changes Marked

Comments:

Attached is a revised copy of form IUL121AR-01 showing all changes marked.

Attachment:

AR IUL121AR-01 Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options 05-18-2011
Changes Marked.pdf

Item Status: **Status**
Date:

Satisfied - Item: External Indexed Guidelines
Certification

Comments:

External Indexed Guidelines Certification

Attachment:

AR External Indexed Requirements Certification.pdf

Zurich American Life Insurance Company

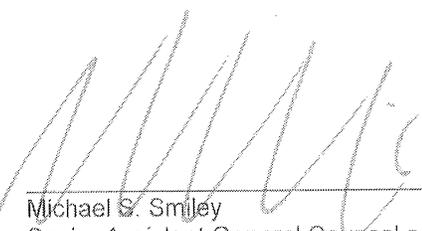
READABILITY CERTIFICATION

I hereby certify on behalf of Zurich American Life Insurance Company that the following forms have been tested by an acceptable method specified in the Model Law (all forms were scored together as part of the contract with which they may be used) and obtained the Flesch score indicated:

	Form Number	Description	Flesch Score
1.	IUL121AR-01	Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options	50.1
2.	ZM-10620AL (01/11)	Supplement to Part I of Application for Life Insurance	50.1
3.	IULRAccBen-01	Accelerated Benefit Rider for Terminal Illness	50.1
4.	IUL121CVER-01	Cash Value Enhancement Rider	50.1
5.	IULLPR-01	Lapse Protection Period Extension Rider	50.1
6.	IULOLPR-01	Overloan Protection Rider	50.1

I hereby certify that the above forms, and the application used therewith, comply with the N.A.I.C. Model Policy Language Simplification Act. The forms described above are presented in no less than ten point type, one point leaded. The style, arrangement and overall appearance of the forms gives no undue prominence to any portion of the test or section of the forms.

Unless we hear from you to the contrary, we will assume that this certification satisfies the certification requirements for compliance with any present or future readability law enacted by your state. We understand that this certification will not be valid to the extent that there is a material difference between the readability law of your state and the N.A.I.C. Model.



Michael S. Smiley
Senior Assistant General Counsel and
Assistant Secretary

Date: May 13, 2011

Part I of Application for Individual Life Insurance



Kemper Investors Life Insurance Company (the "Company")

Administrative Office
7045 College Boulevard
Overland Park, KS 66211-1523

Phone: 877.678.7534
Fax: 888.871.7537
www.zlifeusa.com

Section A: Product and Amount of Insurance

Product Name _____ Specified Amount of Insurance _____
\$ _____

Death Benefit Option (check one):

- Option A (Level) Option C (Specified Amount plus return of net premiums paid)
 Option B (Increasing) Option D (Specified Amount plus return of net premiums paid plus interest)

Section B: Proposed Insured

First Proposed Insured

1. Name (First, Middle Initial, Last)		2. Gender <input type="checkbox"/> M <input type="checkbox"/> F	3. Birth Date (MM/DD/YYYY)
4. Birth Place (Country/State)	5. Social Security Number		6. Home Phone Number
7. Work Phone Number		8. E-mail Address	
9. Address (Street, City, State, Zip Code, Country)			10. Driver's License State of Issue
11. Driver's License Number and Expiration Date			12. Occupation
13. Employer Name and Address			
14. Annual Income \$ _____	15. Net Worth (approximate) \$ _____	16. Permanent U.S. Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Citizenship			
17. Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", provide details below			
18. Country of Citizenship	19a. <input type="checkbox"/> Green Card <input type="checkbox"/> Visa	19b. If "Visa", provide type	
20. Expiration Date	21. Country of Permanent Residence		22. Years in the U.S.

Second Proposed Insured

1. Name (First, Middle Initial, Last)		2. Gender <input type="checkbox"/> M <input type="checkbox"/> F	3. Birth Date (MM/DD/YYYY)
4. Birth Place (Country/State)		5. Social Security Number	6. Home Phone Number
7. Work Phone Number		8. E-mail Address	
9. Address (Street, City, State, Zip Code, Country)			10. Driver's License State of Issue
11. Driver's License Number and Expiration Date			12. Occupation
13. Employer Name and Address			
14. Annual Income \$	15. Net Worth (approximate) \$	16. Permanent U.S. Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Citizenship			
17. Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", provide details below			
18. Country of Citizenship	19a. <input type="checkbox"/> Green Card <input type="checkbox"/> Visa	19b. If "Visa", provide type	
20. Expiration Date	21. Country of Permanent Residence	22. Years in the U.S.	

Section C: Proposed Owner (If other than Proposed Insured(s))

1. Owner/Trust Name		2. Relationship to Insured(s)	
3. Social Security/Tax ID Number	4. Permanent U.S. Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	5. U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. E-mail Address	7. Phone Number		
8. Name(s) Authorized Trustee(s)	9. Trust Date (MM/DD/YYYY)	10. State Trust Established	
11. Address (Street, City, State, Zip Code, Country) of Owner			

Section D: Beneficiary

Beneficiary Type	Name (First, Middle, Last)	Relationship to Proposed Insured(s)	Percentage of Proceeds (if not equal)
Primary			
Primary			
Contingent			
Contingent			

Note: Unless otherwise specified, surviving beneficiaries within a class (primary or contingent) will share equally.

Section E: Proposed Insured's Other Insurance

1. Do you have any other life insurance/annuity(ies), including ultimate death benefit amounts of any policy/rider in effect with Kemper, its affiliated companies or any other life insurance company? Yes No
 (Include any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity.) If "Yes", complete the chart below.

Proposed Insured	Name of Company	Face amount plus riders	Year Issued	Insurance	To be replaced, changed or affected?	Section 1035 Exchange?
<input type="checkbox"/> 1 <input type="checkbox"/> 2		\$		<input type="checkbox"/> Pers. <input type="checkbox"/> Bus.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> 1 <input type="checkbox"/> 2		\$		<input type="checkbox"/> Pers. <input type="checkbox"/> Bus.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> 1 <input type="checkbox"/> 2		\$		<input type="checkbox"/> Pers. <input type="checkbox"/> Bus.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> 1 <input type="checkbox"/> 2		\$		<input type="checkbox"/> Pers. <input type="checkbox"/> Bus.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> 1 <input type="checkbox"/> 2		\$		<input type="checkbox"/> Pers. <input type="checkbox"/> Bus.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section F: Proposed Insured(s) Personal History (Proposed Insured referred to as "you")

					First Proposed Insured		Second Proposed Insured	
					Yes	No	Yes	No
1. Have you ever used tobacco or nicotine products in any form (e.g., cigars, cigarettes, cigarillos, pipes, chewing tobacco, nicotine patches, or nicotine gum)? If "Yes", please provide details.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Product(s)		Frequency/Amount		Date last used				
2. Within the next 12 months, do you plan to fly, or within the last two years have you flown, as a pilot, student pilot, or crew member? If "Yes", complete the Aviation Questionnaire.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Within the next 12 months, do you plan to participate in, or within the last 12 months have you participated in, parachute jumping, scuba diving, auto/motorboat/motorcycle racing, hang gliding, or mountain climbing, or any other potentially hazardous avocation? If "Yes", complete the Avocation Questionnaire.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you traveled or resided outside the U.S. or Canada within the past two years ; or do you plan to travel or reside outside the U.S. or Canada within the next two years ? If "Yes", please provide details.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Past	Future	Duration (weeks)	Cities and Countries	Purpose				
<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever received medical treatment or counseling for, or been advised by a physician to reduce or discontinue the use of alcohol or prescribed or non-prescribed drugs? (Do not complete if your age is 0-17 on your nearest birthday.) If "Yes", complete the Alcohol and Drug Use Questionnaire					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever had a driver's license suspended or revoked, been convicted of DUI or DWI, or in the last five years had any moving violations? If "Yes", please provide date(s) and violation(s):					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you applied for any other life insurance within the last six months?					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever had life insurance declined, rated, modified, cancelled, or not renewed?					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you been convicted of a felony within the past five years?					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

Section G: Premium and Billing Information

1. A current Policy Date will be used unless you select one of the following.
 Date to save age Specific date _____ (indicate a date, excluding 29th, 30th and 31st)
MM/DD/YYYY

By signing in the signature section, I understand that insurance and expense charges begin on the Policy Date.

2. Amount paid with this Application

The Application, Conditional Receipt, and check should all have the same date.

- A. Is an initial premium submitted with this Application?

No Yes (Do not submit money unless the face amount is \$500,000 or less and the Conditional Receipt is completed).

- B. If "Yes", show amount of initial premium. Amount \$ _____

If "Yes", by signing in the signature section, I understand, accept, and agree to the terms of the Temporary Insurance Agreement, if eligible.

- C. Planned Periodic Premium Amount \$ _____

Frequency of premium: Weekly Monthly Quarterly Annually

- D. Will a loan be carried over from another insurance carrier? Yes No

If "Yes", what is the amount of the loan \$ _____

3. Premium Financing

All questions must be answered.

Premium financing, or borrowing life insurance premiums from a lender or other third party, can be a legitimate method of funding life insurance premiums. However, not all premium financing arrangements may be appropriate and in compliance with applicable laws and regulations. In fact, the Company does not allow its products to be used in certain premium financing arrangements and will decline applications for life insurance made in connection with a premium financing arrangement that is not approved for use with the Company products.

1. Have you entered into, or have you made plans to enter into, an agreement to borrow current or future premiums, or both, in connection with this Application for Individual Life Insurance?

Yes No

If "Yes", indicate name of the financing agreement: _____

If "Yes", indicate name of the lender: _____

2. Have you made plans to transfer the Policy to a third party as repayment of any premium financing debt?

Yes (Give details in the Remarks section) No

4. Premium Billing Methods

- A. Billing method: (Check one)

Direct Monthly bank draft (Complete Section H: Pre-Authorized Checking) Single premium

- B. Frequency of Payment: (Check one)

Annually Semi-Annually Quarterly Monthly (Available with List Bill only)

- C. Indicate the duration of the no-lapse guarantee that will be funded: _____

- D. Desired premium payment period: _____

5. Payor of Premiums

Individual or entity paying premium.

- A. Payor of premium is: (Check one)

First Proposed Insured Second Proposed Insured Employer

Primary Policyowner Other: _____

- B. Complete information below for above party(ies), if different from Owner.

1. Name _____

2. Relationship to Insured(s) _____

3. Care of (if applicable) _____

4. Street _____

5. City _____

6. State _____

7. Zip Code _____

Section I: Signature: (All Proposed Insured(s) and Policy Owner must sign)

I (we) have read all the questions and answers in the Application, including all required parts. All responses are true and complete to the best of my (our) knowledge and belief. I (we) promise to tell Kemper Investors Life Insurance Company of any change in the health or habits of the Proposed Insured that occurs after completing this Application, but before the policy is delivered to me (us) and the first premium is paid. I (we) agree:

1. This Application, including all of its parts, statements and answers, will be the basis for and form part of the policy, if issued, and no information will be considered to have been given to Kemper Investors Life Insurance Company unless it is stated in the Application.
2. No Agent has authority to alter Kemper Investors Life Insurance Company's rules or requirements, the Application, any Temporary Insurance Agreement, or any policy.
3. The first premium will not be deemed paid unless any check, draft, or other instrument of payment (given as premium) is paid in accordance with its terms.
4. Except as provided in the Temporary Insurance Agreement, if given, the insurance applied for never takes effect unless, during the lifetime of the Proposed Insured:
 - (a) the policy has been issued, delivered to, and accepted by me (us);
 - (b) the required first premium has been paid while each Proposed Insured is alive; and
 - (c) any amendments issued with the policy have been completed and signed, all while the health and habits of the Proposed Insured(s) remain as stated in this Application.
5. In those states where required by state regulations, Kemper Investors Life Insurance Company will notify the Proposed Insured(s) within (60) days of the Application as to whether or not the Application has been accepted or rejected or will give the reason for further delay.

Amendments to plan, amounts, classification or benefits will be made only with my (our) consent. I (we) have received the notification about the Federal Fair Credit Reporting Act and the Medical Information Bureau. Kemper Investors Life Insurance Company or its reinsurers may make a brief report regarding me to other companies to whom I have applied or may apply.

I (We) authorize Kemper Investors Life Insurance Company to obtain an investigative consumer report on me (us). (Upon written request, you may obtain a copy of the report. There may be a fee for the copy.)

I (We) agree to be interviewed if an investigative consumer report is prepared in connection with this Application. Kemper Investors Life Insurance Company, its reinsurers, insurance support organizations, the Medical Information Bureau and their authorized representatives may obtain medical and other information in order to evaluate my (our) Application for life insurance. Any employer, consumer reporting agency, insurance company, licensed physician or medical practitioner, hospital, clinic, the Veterans Administration, the Medical Information Bureau, or other medical or medically related facility who possesses information of care, treatment or advice of me or my health or information of care, treatment or advice of my (our) children or their health may furnish such information to Kemper Investors Life Insurance Company, its reinsurers, insurance support organizations, the Medical Information Bureau and their authorized representatives upon presenting this Authorization. I (We) understand that this Authorization includes information about drugs, alcoholism or mental illness, and that I (we) or my (our) representative may request and receive a copy of this Authorization. A copy of this Authorization is as valid as the original. This Authorization is valid for two and one-half years from the date this form is signed.

Signed at _____ X
 City and State Signature of Proposed Insured/Signature of Parent or Guardian (if Proposed Insured is a minor)

on _____ X
 MM/DD/YYYY Signature of Owner/Applicant, if other than Proposed Insured

X
 Signature of Broker/Witness _____ Print Broker Name _____ Broker License Number _____

X
 Signature of Second Proposed Insured _____ Print Second Proposed Insured Name _____

Section J: Broker Identification and Certification

(Incomplete information may delay your Application)

1. What is the purpose of insurance? (Check **all** that apply)
 - Estate planning Charitable giving
 - Buy/sell If "Yes", percentage of Business Owned: _____ % Fair market value of Business \$ _____
 - Key person Income protection Other _____
2. Is this insurance a replacement? Yes No
3. Have you completed and attached the required replacement forms? Yes No N/A
4. Have you attached the Internal Revenue Code Section 1035 form? Yes No N/A
5. Did you use only sales material approved for use by the appropriate Company? Yes No
6. Did you see all persons to be insured on the date the Application was taken? Yes No
If "No", why not? _____
7. Are you related to the Proposed Insured(s)? Yes No
If "Yes", indicate relationship: _____

Certification of Owner Identity:

- I certify that I personally met with the Owner(s)/legal representative(s) of the entity and reviewed the appropriate identification documents. To the best of my knowledge, the documents accurately reflect the identity of the Owner(s)/legal representatives of the entity.
- I did not meet in person with the Owner(s)/legal representative(s) of the entity or I was otherwise unable to personally review the Owner(s)/entity's identification documents. I certify that, to the best of my knowledge, the Owner(s)/entity's identification information provided by the legal representative(s) either by mail or phone is accurate.

I certify that I have truly and accurately recorded on all parts of this Application the information supplied by the Proposed Insured(s) or the applicant(s). As noted in Question Number 6 above, I have personally observed each Proposed Insured. Apart from any admissions recorded on the Application or any additional comments that I have supplied to underwriting, each appears to me to be healthy. The purpose of this sale has been discussed with the Owner(s) and I believe this Application to be an appropriate recommendation.

Producer Name (Please print full name)	Sales Office/ Agency Number/ID	Broker Number/ID	Commission Split %	
			1st Year	Renewal

Section K: Signatures

I have personally reviewed this Application for appropriateness of sale. I was appropriately licensed and appointed on the date the Application was signed.

_____ X _____
 Name of Broker Broker Signature Date (MM/DD/YYYY)

Section L: Temporary Insurance Agreement

Proposed Insured Name _____

Date of Birth (MM/DD/YYYY) _____

Application Number _____

Notice to Proposed Insured and Owner

Subject to a signed and dated Application for Individual Life Insurance (Application) bearing the same number as the Application Number printed above, the Terms of Eligibility below, and payment of the full first modal premium for the policy applied for in the Application, coverage provided by this Temporary Insurance Agreement (TIA) is limited to the amount applied for in the Application (exclusive of riders or supplemental benefits) or \$500,000, whichever is less, and applies to the life of the Proposed Insured named in the Application Part 1. Coverage under this TIA begins on the Start Date and ends on the Stop Date described below. No Agent or Representative has the authority to change the terms and conditions of this TIA.

Terms of Eligibility

If the following five questions cannot be truthfully answered "No" or if any questions are left blank, no Agent of Kemper Investors Life Insurance Company is authorized to collect premiums associated with your Application and this TIA and no life insurance coverage is in force by virtue of your Application or this TIA until the policy requested in your Application takes effect.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Is the Proposed Insured less than 15 days old or more than 70 years old as of the date of the Application? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the Proposed Insured had or ever been told he/she had or consulted a physician for or received treatment for any of the following: disorder of the heart or blood vessels, angina, heart attack, stroke, cancer, tumor, Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARCS) or any other immunological disorder, drug dependency, or alcohol dependency? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Within the past two years, has the Proposed Insured had any symptoms of, treatment for, or any medical condition that resulted in hospitalization for more than five days? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the Proposed Insured ever applied for insurance which has been declined, rated or modified in any way? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Within the past 90 days, has the Proposed Insured been unable to perform the normal duties of his/her occupation for fifteen or more working days because of health reasons? | <input type="checkbox"/> | <input type="checkbox"/> |

Agreement

This TIA provides for a death benefit limited to the amount applied for in the Application (exclusive of riders or supplemental benefits) or \$500,000, whichever is less. Life insurance benefits will be paid, subject to the Limitations described below, upon presentation of due proof of death of the Proposed Insured occurring between the Start Date and Stop Date of this TIA. The death benefit will be paid to the person who would have received payment under the policy applied for had it been issued. In the event the Application is declined or withdrawn or this TIA is cancelled for any reason, Kemper Investors Life Insurance Company's only obligation will be to return the premium paid.

Start Date

Once the Terms of Eligibility have been met and the full first modal premium for the policy applied for in the Application has been paid, the coverage provided under this TIA begins on the date the Application for Individual Life Insurance bearing the same number as this TIA is signed.

Policy Effective Date

If the policy applied for is issued on the plan, for the amount and at the rate specified in the Application, and the full first modal premium has been paid, the policy will take effect on the Issue Date assigned by Kemper Investors Insurance Company. If the policy can not be issued as applied for or a request to backdate the policy has been made, the policy will take effect on its Issue Date once it has been issued, delivered and accepted by the Policy Owner and the full first modal premium has been paid. All of the funds used to purchase TIA coverage will be applied to the policy as it takes effect.

Stop Date

Coverage under this TIA ends when the policy takes effect or when the Company receives the Policy Owner's signed request to cancel or withdraw the Application or this TIA.

Coverage under the TIA also ends when the Policy Owner receives notice that either this TIA or the Application has been declined; and in no case later than 12:01 A.M. Pacific Standard Time of the fifth day after Kemper Investors Life Insurance Company has mailed a letter giving such notice.

Limitations

No benefits under this TIA will be paid if the full first modal premium check/draft submitted is not honored by the bank upon first presentation. If a material misrepresentation or omission of fact is made with respect to the Terms of Eligibility requirements above or the Proposed Insured dies by suicide, whether sane or insane, coverage under this TIA will be void and Kemper Investors Life Insurance Company's only obligation will be to return the premium paid.

I (We) represent that: (1) I (We) have read and received a copy of this TIA and agree to all of its terms and conditions; (2) I (We) understand and agree that no life insurance coverage, other than coverage provided by this TIA, is in force by virtue of my Application, until the policy takes effect; (3) I (We) understand that purchasing the coverage under this TIA does not guarantee that Kemper Investors Insurance Company will issue a policy on the Proposed Insured's life; and (4) I (We) understand that the Agent is not authorized to change or waive the terms of this TIA or collect premium if the Proposed Insured is not eligible for coverage.

Signature of Proposed Insured

Date of this TIA
(MM/DD/YYYY)

Signature of Proposed Policy Owner
(if other than Proposed Insured)

Licensed Broker's Statement

Amount Remitted: \$ _____ Person from whom received: _____

On the Date of this TIA, I received the Amount Remitted in exchange for this TIA. This TIA bears the same date and number as the Application - Part I. I agree that I am not authorized to change or waive the terms of this TIA and represent that I have not attempted to do so. I have read and explained the terms of this TIA to the Proposed Insured and Owner. I have left a copy with the Owner.

Signature of Broker

Broker's Number

Section M: Notice to Owner and Proposed Insured(s) Regarding Coverage

No insurance coverage is in force as a result of your insurance Application unless and until the policy applied for has been issued on the plan, for the amount and at the rate specified in the Application, and the full first modal premium has been paid, at which time the policy will take effect on the Issue Date assigned by the Company. If the policy cannot be issued as applied for or a request to backdate the policy has been made, no insurance coverage is in force as a result of this Application unless and until the Company issues a policy that has been delivered and accepted by Owner and the full first modal premium has been paid, at which time the policy will take effect on its Issue Date. If eligible, you have the right to purchase coverage under a Temporary Insurance Agreement that will provide a limited amount of coverage from the time this Application is signed until the policy takes effect. The terms and conditions for eligibility, coverage, duration and termination are described on the TIA attached to and bearing the same number as this Application. If you are eligible and choose to purchase coverage under the TIA, 100% of the premium paid for the TIA will be applied to the policy as of its Issue Date if the policy is issued as applied for. If the policy cannot be issued as applied for or a request to backdate the policy has been made, 100% of the premium paid for coverage under the TIA will be applied to the policy as of its Issue Date at the time the Policy is delivered and accepted, as issued, by Owner. If you are not eligible or choose not to purchase, no Agent of Kemper Investors Life Insurance Company is allowed to accept a premium payment in connection with this Application or an Application for coverage under a TIA and no coverage of any kind is in force by virtue of this Application until a policy takes effect.

Part II of Application for Individual Life Insurance



Zurich American Life Insurance Company

Administrative Office
 [7045 College Boulevard]
 [Overland Park, KS 66211-1523]

Phone: [877.678.7534]
 Fax: [888.871.7537]
 [www.zlifeusa.com]

Paramedical The following is to be completed by the Proposed Insured (referred to as "you").

1.a. Proposed Insured (Please Print)
 First Name _____ Middle Initial _____ Last Name _____

b. Height _____ ft. _____ in. c. Weight _____ lbs. d. Birth Date (MM/DD/YYYY) _____

e. Has your weight changed by more than 10 pounds in the last 6 months? Yes No
 If Yes, please provide details: _____

2.a. Name and address of personal physician
 (or medical facility if used instead): (If none, so state) _____

b. Date and reason for last medical or health consultation (within last five years): _____

c. What treatment was given or recommended? (If none, so state) _____

Please provide full details for all "Yes" answers on Page 2.

3. Are you being treated by diet, drugs or other means? Yes No

4. Have you ever had, been told you have, or been treated by a physician for:

a. High blood pressure, chest discomfort, stroke, circulatory or heart disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Diabetes, sugar in the urine, thyroid, or other glandular (endocrine) disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Kidney, bladder, urinary, reproductive organ or prostate disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Protein (albumin), blood or pus in the urine, sexually transmitted disease or venereal disease?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Cancer, tumor, polyp, or disorder of the skin or breast?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Asthma, pneumonia, emphysema, or any other respiratory or lung disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Seizure, convulsion, fainting, loss of consciousness, tremor, paralysis, or other disorder of the nervous system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. Anxiety, depression, stress or any psychological or emotional condition or disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Colitis, hepatitis, ulcers, or other disorders of the stomach, liver or digestive system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
j. Arthritis, gout, back or joint pain, bone fracture, or muscle disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
k. Anemia, bleeding, or blood disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
l. Have you ever been told by a physician that you have, or have you been treated by a physician for, Acquired Immune Deficiency Syndrome (AIDS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
m. A positive blood test for antibodies to the AIDS (HIV) virus?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Have you:

a. Used amphetamines, marijuana, cocaine, hallucinogens, heroin or other drugs except as prescribed by a physician?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Been treated or counseled for alcoholism or drug abuse?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Been advised to reduce your consumption of alcohol?	<input type="checkbox"/> Yes <input type="checkbox"/> No

6. Other than previously stated, have you within the past five years:

a. Consulted a physician or any other practitioner, had a checkup, illness, surgery or been hospitalized?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Had an electrocardiogram, stress or exercise test, x-ray, blood test or other diagnostic test?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Been advised to have, or scheduled, any diagnostic test, hospitalization or surgery which was not completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No

7. Have you, within the last five years:

a. Smoked cigarettes?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date of last use? _____
b. Used any other form of tobacco?	<input type="checkbox"/> Yes <input type="checkbox"/> No	What type? _____

Medical Report on Proposed Insured

Name of Proposed Insured _____

Birth Date (MM/DD/YYYY) _____

Age _____

10. Height	Weight (Clothed)		Chest (Full Inspiration)	Chest (Forced Expiration)	Abdomen Relaxed at Umbilicus
ft. in.	lbs.	in.	in.	in.	in.
Did you weigh?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Did you measure?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Weight change in past year?		_____ lbs.	<input type="checkbox"/> Gain	<input type="checkbox"/> Loss-Cause	
Is appearance unhealthy or older than stated age?		<input type="checkbox"/> Yes <input type="checkbox"/> No			

Examiner's remarks and description of positive findings:

11. Blood Pressure (if 140/90 or over, must give at least two additional readings)

	First Reading	Second Reading	Third Reading
Systolic			
Diastolic			

12. Pulse

	At Rest	After Exercise	3 Minutes Later
Rate			
Irregularities Per Min.			

13. Heart

a Is there any cardiovascular disorder? Yes No

b Is heart enlarged? Yes No (If Yes, describe) _____

c Is murmur present? Yes No (If Yes, complete 12d)

d Murmur is:

<input type="checkbox"/> Transmitted	<input type="checkbox"/> Systolic	<input type="checkbox"/> Apical	<input type="checkbox"/> Soft (Gr. 1-2)
<input type="checkbox"/> Localized	<input type="checkbox"/> Presystolic	<input type="checkbox"/> Basal	<input type="checkbox"/> Mod. (Gr. 3-4)
	<input type="checkbox"/> Diastolic	<input type="checkbox"/> Other	<input type="checkbox"/> Loud (Gr. 5-6)
	<input type="checkbox"/> Unchanged	<input type="checkbox"/> Increased	
	<input type="checkbox"/> Decreased	<input type="checkbox"/> Absent	

Show location of:

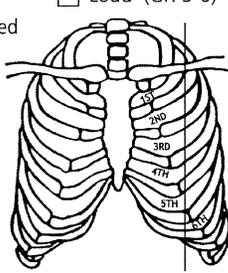
Apex by **X**

Area of murmur by **OOO**

Point of greatest intensity by **→**

Transmission by _____

e Diagnostic Impression: _____



14. Is there any abnormality of the following: (Circle applicable items and give details)

a Eyes, ears, nose, mouth, pharynx (If vision or hearing markedly impaired, indicate degree and correction)	<input type="checkbox"/> Yes <input type="checkbox"/> No
b Skin (incl. scars); lymph nodes; blood vessels (Incl. varicose veins)	<input type="checkbox"/> Yes <input type="checkbox"/> No
c Nervous system (Include reflexes, gait, paralysis)	<input type="checkbox"/> Yes <input type="checkbox"/> No
d Respiratory system	<input type="checkbox"/> Yes <input type="checkbox"/> No
e Abdomen (Including scars or hernias)	<input type="checkbox"/> Yes <input type="checkbox"/> No
f Genitourinary system	<input type="checkbox"/> Yes <input type="checkbox"/> No
g Endocrine system (Include thyroid and breasts)	<input type="checkbox"/> Yes <input type="checkbox"/> No
h Musculoskeletal system (Include spine, joints, amputations, deformities)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Identification

Proposed Insured must show acceptable form of identification:

Driver's License Passport Green card

Employment I.D. Other picture/signature I.D.

In my opinion, the item checked is positive identification of Proposed Insured Yes No

Proposed Insured speaks and understands the English language Yes No

*If either question answered "No," give details of negative reply:

15. Have you any pertinent information not brought out above? Yes No

Medical Examiner:

X _____

Signature of Medical Examiner

When paying fees we are required to show and report Social Security or Employer I.D. Number. Please give us this information below.

Include All Hyphens → _____

Examined at: My Office Other: _____

Date and Hour of Examination _____ A.M. P.M.

Fraud Warnings and Other Notices

Please review the warning and/or notice applicable to your state, if any.

Arkansas, Louisiana, New Mexico, Rhode Island, and West Virginia - 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.

Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia - **"Warning:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant. "

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

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

Maine - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

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

Minnesota Guarantee Association Notice - *This applies only to the variable funds of life and annuity policies:* This policy or contract is not protected by the Minnesota Life and Health Insurance Guaranty Association or the Minnesota Insurance Guaranty Association. In case of insolvency, payment of claims is not guaranteed. Only the assets of this insurer will be available to pay your claim.

Missouri - Suicide is no defense to payment of life insurance benefits nor is suicide while insane a defense to payment of accidental death benefits, if any, under this policy where the policy is issued to a Missouri citizen, unless the insurer can show that the insured intended suicide when s/he applied for the policy, regardless of any language to the contrary in this policy.

New Jersey - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio - Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

Oklahoma - **Warning:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania - "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Tennessee, Virginia and Washington - "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Statement of Variability for Auxiliary Forms ZM-10620AL (01/11), Supplement to Part I of Application for Life Insurance; IULRaccBen-01, Accelerated Benefit Rider for Terminal Illness; IUL121CVER-01, Cash Value Enhancement Rider; IULLPR-01, Lapse Protection Period Extension Rider; and, IULOLPR-01, Overloan Protection Rider.

Page Number / Location	Provision or Section	Bracketed Item	Description of Variable	Use
First Page	COMPANY LOGO (if shown)	Company Logo	Company Logo	If the company's logo changes, the logo will be replaced with the current logo.
First Page	HOME OFFICE (if shown)	Schaumburg, Illinois 60196-6801	Company's home office address	If the company's home office address changes, address will be replaced with the current address.
First Page	ADMINISTRATIVE OFFICE	7045 College Boulevard, Overland Park, KS 66211-1523	Company's administrative office address	If the company's administrative office address changes, address will be replaced with the current address.
First Page	TOLL FREE TELEPHONE NUMBER	(888) 634-6780	Company's toll free telephone number	If the company's toll free telephone number changes, the telephone number will be replaced with the current toll free telephone number.
First Page of Supplement to Part I of Application Only	COMPANY WEBSITE ADDRESS	www.zlifeusa.com	Company's website address	If the company's website address changes, address will be replaced with the current e-mail address.
First Page of Supplement to Part I of Application Only	FAX NUMBER	888 871-7537	Company's FAX Number	If the company's FAX number changes, the FAX number will be replaced with the then current FAX number.

First Page of Supplement to Part I of Application Only 3. Premium Allocation Instructions Index Interest Account Index Interest Account Name

This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon the Index interest options available. If any index is added, modified, discontinued or substituted, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.

First Page of Supplement to Part I of Application Only 4. Monthly Automatic Transfer Instructions Index Interest Account Index Interest Account Name

This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon the Index interest options available. If any index is added, modified, discontinued or substituted, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.

Second Page of Supplement to Part I of Application Only 7. Key Terms Used Above Indices

Index disclosure and disclaimer language for each index required by the Index owner to be included in the policy form.

This disclosure and disclaimer language and reference to the Index/Indices associated therewith is dictated by the Index owner in an effort to protect Index owner names and marks. Therefore, the language is shown as variable text should the index owner require that revised disclosure and disclaimer language be used at some future time. The disclosure and disclaimer language may either be in, out, or new language added depending upon the Index options available. If any index is added, modified, discontinued or substituted, We may make such index changes subject to approval by the insurance regulatory official of the state where this form is delivered.

Cash value Enhancement Rider Only	BENEFIT	The number of the first policy years for which the benefit is provided	3-10 (Year range)	The company may change the number of years the Cash Value Enhancement Rider benefit is applicable; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
Last Page, or at the Bottom of the Page	SECRETARY SIGNATURE (if shown)	Secretary	Signature of appointed Secretary at the time the policy is issued	If a change in Secretaries occurs, the signature will be replaced with the then acting Secretary.
Last Page, or at the Bottom of the Page	SECRETARY SIGNATURE (if shown)	President	Signature of appointed President at the time the policy is issued	If a change in Presidents occurs, the signature will be replaced with the then acting President.

Statement of Variability for Policy Form Number IUL121AR-01

Page Number / Location	Provision or Section	Bracketed Item	Description of Variable	Use
Cover Page	HOME OFFICE	Schaumburg, Illinois 60196-6801	Company's home office address	If the company's home office address changes, address will be replaced with the current address at the time the policy is issued.
Cover Page	ADMINISTRATIVE OFFICE	7045 College Boulevard, Overland Park, KS 66211-1523	Company's administrative office address	If the company's administrative office address changes, address will be replaced with the current address at the time the policy is issued.
Cover Page	TOLL FREE TELEPHONE NUMBER	(885) 634-6780	Company's toll free telephone number	If the company's toll free telephone number changes, the telephone number will be replaced with the current toll free telephone number.
Cover Page		Secretary	Signature of appointed Secretary at the time the policy is issued	If a change in Secretaries occurs, the signature will be replaced with the then acting Secretary.
Cover Page		President	Signature of appointed President at the time the policy is issued	If a change in Presidents occurs, the signature will be replaced with the then acting President.
Cover Page	20-DAY RIGHT TO EXAMINE THIS POLICY	The Right to Examine This Policy provision	Range from 20-30 in number of days	The right to examine period will be shown as 20 days except in cases of replacement policy issues when is will be shown as 20 days instead.
Cover Page	20-DAY RIGHT TO EXAMINE THIS POLICY	Schaumburg, Illinois 60196-6801	Company's home office address	If the company's home office address changes, address will be replaced with the current address at the time the policy is issued.

Cover Page

20-DAY RIGHT TO
EXAMINE THIS
POLICY

life.customercare@zurichna.com Company's e-mail address

If the company's e-mail address changes, address will be replaced with the current e-mail address at the time the policy is issued.

Cover Page	20-DAY RIGHT TO EXAMINE THIS POLICY	The Right to Examine This Policy provision	The entire provision	If the company issues a replacement policy, the entire right to Examine This Policy provision will be replaced with a sticker (Form UL121DK) which is identical to the existing policy Right to Examine This Policy provision with the exception that the right to examine period will be shown as 30 days instead of 20 days.
Cover Page	Policy Description, Second Paragraph	Minimum Premium Provision	The number of years the Minimum Premium is to be paid	The Company may change the number of years the Minimum Premium will be paid at some future date, provided such change is made for all new policy issues on a go-forward basis.
Back Page	HOME OFFICE	Schaumburg, Illinois 60196-6801	Company's home office address	If the company's home office address changes, address will be replaced with the current address at the time the policy is issued.
Back Page	ADMINISTRATIVE OFFICE	7045 College Boulevard, Overland Park, KS 66211-1523	Company's administrative office address	If the company's administrative office address changes, the address will be replaced with the current address at the time the policy is issued.
Back Page	Policy Description, Second Paragraph	Minimum Premium Provision	The number of years the Minimum Premium is to be paid	The Company may change the number of years the Minimum Premium will be paid at some future date, provided such change is made for all new policy issues on a go-forward basis.

Statement of Variability for Policy Schedule Page For Form Number IUL121Ar-01

Variable	Bracketed Item	Description of Variable	Use
#1	POLICY NUMBER	As automated system assigns.	Data will change with each policy
#2	INSURED	Insured's name as it appears on the application.	Data will change with each policy
#3	AGE	Issue ages 0 - 85	Data will change with each policy
#4	SEX	Gender choices are 'Male' or 'Female'	Data will change with each policy
#5	POLICYOWNER	Owner's name as it appears on the application.	Data will change with each policy
#6	POLICY DATE	Issue date, unless otherwise specified on the application. format = Month, DD,YYYY	Data will change with each policy
#7	ISSUE DATE	Issue Date format = Month, DD,YYYY	Data will change with each policy
#8	MATURITY DATE	Shows policy anniversary nearest the Insured's age 121 format = Month, DD, YYYY	Data will change with each policy
#9	INITIAL SPECIFIED AMOUNT (EXCLUDING RIDERS)	\$100,000.00 - \$999,999,999.00 (Numerical range) (Maximum subject to underwriting limits)	Data will change with each policy
#10	MINIMUM SPECIFIED AMOUNT	\$100,000.00 - 250,000.00 (Numerical range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for new policy issues on a go-forward basis.
#11	PREMIUM CLASS	Preferred Best Non-Tobacco Preferred Non-Tobacco Standard Plus Non-Tobacco Standard Non-Tobacco Preferred Tobacco Standard Tobacco	Data will change with each policy
#12	TABLE EXTRA	Section will appear only if a Table rating is assigned.	Data will change with each policy
#12a	% of extra	Percentage range between 50 and 400 percent.	Data will change with each policy

#12b	Table	Table 2; Table 3, Table 4, Table 5, Table 6, Table 7, Table 8, Table 9, Table 10, Table 11, Table 12, Table 13, Table 14, Table 15, Table 16	Data will change with each policy
#13	FLAT EXTRA CHARGE	Section will appear only if a temporary or permanent flat extra charge is applied.	Data will change with each policy
#13a	\$ amount per \$1000	\$0.50 - \$100.00 (Numerical dollar range)	Data will change with each policy
#13b	number of years	1 - 121 (Numerical range)	Data will change with each policy
#14	PLANNED PERIODIC PREMIUM	200.00 - 9,999,999.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#15	PREMIUM ALLOCATION DATE FOR THE LIFETIME OF THE CONTRACT	Either the 15th or the 28th of each month.	All premium will be allocated on one of two defined monthly issue dates: the 15th or the 28th of each month.
#16	INITIAL PREMIUM ALLOCATION PERCENTAGES	5.0 - 100.0 (Percentage range)	Premium allocations into various accounts or into a single account. Premium allocations may be as low as 5.0% and as high as 100%; however, all initial Premium Allocation Percentages will total 100%. The percentages will match the elections made by the policy owner at the time of application and as shown on the application.
#16a	ACCOUNTS	The Index Interest Account or accounts, elected, if any	Index Interest Account options will be shown in accordance with the elections made by the policy owner at the time of application and as shown on the application. This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon availability of the Index Interest Account at the time of application. If any index is added, modified, discontinued or substituted, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.
#17	PREMIUM FREQUENCY	Annual, Semi-annual, Quarterly, Monthly	Data will change with each policy

#18	INITIAL PREMIUM	200.00 - 9,999,999.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#19	MINIMUM PREMIUM	200.00 - 9,999,999.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#20	NUMBER OF POLICY YEARS	3 - 10 (Year range)	The company may change the number of years the Minimum Premium is payable for the first segment; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#21	BASE LAPSE PROTECTION PREMIUM	\$ premium per year 200.00 - 500,000.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#22	BASE LAPSE PROTECTION PERIOD	1 - 10 (Year Range)	The company may change the number of years for the Base Lapse Protection Period; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#23	EXTENDED LAPSE PROTECTION PREMIUM	The entire line.	This item may either be in or out depending upon whether or not the Lapse Protection Period Extension Rider is elected at the time of application.
#23a	GUARANTEED PREMIUM FOR SELECTED LAPSE PROTECTION BENEFIT PERIOD	\$ premium per year 200.00 - 500,000.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy in accordance with selections made at the time of application
#24	EXTENDED LAPSE PROTECTION PERIOD	The entire line.	This item may either be in or out depending upon whether or not the Lapse Protection Period Extension Rider is elected at the time of application.
#24a	EXTENDED LAPSE PROTECTION PERIOD	5 - 80 (Numerical range in years)	Data will change with each policy based upon the election made by the policy owner at the time of application.

#25	INTERNAL REVENUE CODE SECTION 7702 TEST	May either be Guideline Premium Test (GPT) or the Cash Value Accumulation Test (CVAT)	This item is elected by the policy owner at the time of application and will reflect what is shown on the application.
#26	DEATH BENEFIT OPTION	A, B or C (Alpha)	Data will change with each policy
#27	ISSUE STATE	All states within the Continental United States plus Alaska and Hawaii.	Data will change with each policy
#28	DEPARTMENT OF INSURANCE TELEPHONE NUMBER	Area code plus telephone number, as provided by DOI. 123-456-7890	Data will change with each policy
#29	TABLE OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER \$1000 OF AMOUNT AT RISK	Table shows the ages and associated guaranteed maximum monthly cost of insurance rates for the appropriate Issue Age, tobacco class and gender.	Data will change with each policy
#29a	Explanation of monthly cost of insurance rates.	The paragraph provides an explanation of rates for all insureds except juvenile insureds.	This explanatory paragraph will print for all except juvenile issues. As such, the variable language described under Variable Item #29b will not be printed.
#29b	Explanation of monthly cost of insurance rates for juvenile issues.	The paragraph provides an explanation of rates only for juvenile insureds.	This explanatory paragraph will only print for juvenile issues. The variable language described in Variable Item # 29a will not be printed Juvenile insureds.
#30	GUARANTEED MONTHLY POLICY LOAD PER \$1,000 SPECIFIED AMOUNT	0.01 - 10.00 (Numerical dollar range)	Dollar amount for the first 10 policy years varies by Issue Age, tobacco class, gender and coverage amount. Data will change with each policy.
#31	GUARANTEED MONTHLY POLICY LOAD PER \$1,000 SPECIFIED AMOUNT	0.01 - 10.00 (Numerical dollar range)	Dollar amount after the first 10 policy years varies by Issue Age, tobacco class, gender and coverage amount. Data will change with each policy.
#32	TABLE OF SURRENDER CHARGES	Dollar amount varies by Issue Age, tobacco class, gender and coverage amount.	Data will change with each policy
#33	LAPSE PROTECTION PERIOD EXTENSION RIDER CHARGE	The entire line.	This item may either be in or out depending upon whether or not the Lapse Protection Period Extension Rider is elected at the time of application.

#33a	LAPSE PROTECTION PERIOD EXTENSION RIDER CHARGE	\$ premium per year 200.00 - 500,000.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#34	DEATH BENEFIT FACTORS AS A PERCENTAGE OF POLICY VALUE TABLE	100.0 - 250.0 (percentage range)	The percentage is bracketed because the factors are different between a Guideline Premium Test (GPT) product and a Cash Value Accumulation Test (CVAT) product. The GPT or CVAT test is elected by the policy owner at the time of application and percentages will be based on the option shown on the application.
#35	SHORT TERM HOLDING ACCOUNT GUARANTEED INTEREST RATE	0.0 - 10.0 (percentage range)	Data will show Short Term Holding Account Guaranteed Interest Rate, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#36	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE FOR FIRST SEGMENT, POLICY YEAR 1	0.0 - 10.0 (percentage range)	Data will show Long Term Holding Account Guaranteed Interest Rate, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#37	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE FOR FIRST SEGMENT, POLICY YEAR 1	Monthly Equivalent Interest Rate	Data will be mathematically based on the Long Term Fixed Account Guaranteed Interest Rate for First Segment, Policy Year 1.
#38	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE THEREAFTER	0.0 - 10.0 (percentage range)	Data will show Long Term Holding Account Guaranteed Interest Rate after the first segment, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#39	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE THEREAFTER	Monthly Equivalent Interest Rate	Data will be mathematically based on the Long Term Fixed Account Guaranteed Interest Rate Thereafter.
#40	LONG TERM FIXED ACCOUNT SEGMENT TERM	1 - 10 (Year range)	The company may change the number of years for the Long Term Fixed Account Segment Term; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.

#41	INDEX INTEREST ACCOUNT GUARANTEED INTEREST RATE	The entire line.	This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon availability of the Index Interest Account at the time of application. The Guaranteed Interest Rate will be the rate applicable to the particular Index Interest Account elected at the time of application. If any index is discontinued, added or modified, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.
#41a	INDEX INTEREST ACCOUNT GUARANTEED INTEREST RATE	0.0 - 10.0 (Percentage range)	Data will show the Guaranteed Interest Rate for the applicable Index Interest Account elected, if any, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#41b	INDEX INTEREST ACCOUNT GUARANTEED INTEREST RATE	Monthly Equivalent Interest Rate	Data will be mathematically based on the applicable Index Interest Account Guaranteed Interest Rate for the Index Interest Account elected, if any.
#42	MINIMUM INCREASE IN SPECIFIED AMOUNT	50,000.00 - 200,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#43	MINIMUM DECREASE IN SPECIFIED AMOUNT	25,000.00 - 200,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#44	MINIMUM PLANNED PERIODIC PREMIUM	200.00 - 10,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#45	MINIMUM PARTIAL WITHDRAWAL amount	2,000.00 - 25,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#46	MAXIMUM PARTIAL WITHDRAWAL FEE	50.00 - 200.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.

#47	MAXIMUM ATTAINED AGE FOR AN INCREASE	75 - 100 (Year numerical range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#48	MAXIMUM LOAN INTEREST RATE CHARGED FOR THE FIRST 9 POLICY YEARS	0.0 - 8.0 (percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#49	MAXIMUM LOAN INTEREST RATE CHARGED FOR THE 10TH POLICY YEAR AND THEREAFTER	0.0 - 8.0 (percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#50	MINIMUM LOAN AMOUNT	2,000.00 - 25,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#51	INDEX INTEREST ACCOUNT	The entire page	This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon availability of the Index Interest Account at the time of application. If any index is added, discontinued, substituted or modified, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.
#52	SEGMENT TERM	1 - 10 (Year range)	The company may change the number of years for the Index Interest Account Segment Term; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#53	SEGMENT GUARANTEED INTEREST RATE	0.1 - 15.0 (Percentage range)	The company may change the Index Interest Account Segment Guaranteed Interest Rate; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#54	SEGMENT GUARANTEED INTEREST RATE	Monthly Equivalent Interest Rate	Data will be mathematically based on the Segment Guaranteed Interest Rate, if any.
#55	SEGMENT GUARANTEED MINIMUM PARTICIPATION RATE	50.0 - 100.00 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.

#56	GUARANTEED MINIMUM GROWTH CAP	0.1 - 15.0 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#57	INDICES	The name of the Index Interest Account and the names of the index, indices, or combination of indices associated the particular Index Interest Account	The name of the Index Interest Account and the index, indices, or combinations of indices associated with the Index Interest Account may either be in, out, modified, substituted or new options added depending upon availability of such options at the time of application. If any index, indices or combination of indices is added, discontinued, substituted or modified, We may make such changes subject to approval by insurance regulatory official of the state where this form is delivered.
#58	Index Disclaimer Language	Disclosure and disclaimer language required by the Index owner to be included in the policy form.	This disclosure and disclaimer language is dictated by the Index owner in an effort to protect their names and marks. Therefore, the language is shown as variable text should the index owner require that revised disclosure and disclaimer language be used at some future time.
#59	Highest Index Growth Rate Factor	0- 99 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#60	Second Highest Index Growth Rate Factor	0- 99 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.

SCHEDULE PAGE

Plan:	Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options
Policy Number:	<u>1</u> [1234567890]
Insured:	<u>2</u> [John Doe]
Issue Age and Gender:	<u>3,4</u> [35, Male]
Owner:	<u>5</u> [John Doe]
Policy Date:	<u>6</u> [January 15, 2011]
Issue Date:	<u>7</u> [January 15, 2011]
Maturity Date:	<u>8</u> [January 15, 2097]
Initial Specified Amount (Excluding Riders):	<u>9</u> [2,500,000]
Minimum Specified Amount:	<u>10</u> [250,000.00]
Premium Class:	<u>11</u> [Standard Nontobacco]
<u>12</u>[Table Extra:	<u>12a</u> [0.0]% extra cost of insurance <u>12b</u> [(Table 2)]]
<u>13</u>[Flat Extra Charge:	<u>13a</u> [0.00] per \$1,000 of amount at risk for <u>13b</u> [3] years]
Basis of Values:	2001 CSO Mortality Table, Gender and Smoker Distinct, Age Nearest Birthday
Planned Periodic Premium:	<u>14</u> [11,816.62]
Premium Allocation Date for the Lifetime of the Contract:	The <u>15</u> [15] th day of each calendar month
Initial Premium Allocation Percentages:	<u>16</u> [20]% Short Term Holding Account <u>16</u> [20]% Long Term Fixed Account <u>16</u> [20]% <u>16a</u> [S&P500 [®] Index Interest Account] <u>16</u> [20]% <u>16a</u> [Domestic Multi Index Interest Account] <u>16</u> [20]% <u>16a</u> [Global Multi Index Interest Account]
Premium Frequency:	<u>17</u> [Annually]
Initial Premium:	<u>18</u> [11,816.62]
Minimum Premium:	<u>19</u> [4,754.39] Per Year for the First <u>20</u> [3] Policy Years
Base Lapse Protection Premium:	<u>21</u> [6,339.18] Per Year
Base Lapse Protection Period:	<u>22</u> [10] Years from the Policy Date
<u>23</u>[Extended Lapse Protection Premium:	<u>23a</u> [6,339.18] Per Year]
<u>24</u>[Extended Lapse Protection Period:	<u>24a</u> [10] Years from the Policy Date]
Internal Revenue Code Section 7702 Test:	<u>25</u> [Guideline Premium Test]
Death Benefit Option:	<u>26</u> [A]
Issue State:	<u>27</u> [Any State]
Department of Insurance Telephone Number:	<u>28</u> [123-456-7890]

The policy may not mature even if Planned Periodic Premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, and there may be changes to the Specified Amount.

At some future time, the Policy Value may not cover the next Monthly Deductions. When that occurs, the policy may enter the Grace Period and will terminate at the end of that period if sufficient premium to cover the Monthly Deductions is not paid before the end of the Grace Period.

Costs of insurance, expense charges, and other charges for riders and endorsements, if any, are shown on the rider schedule page(s).

SCHEDULE PAGE (Continued)

Effective Date: 6[January 15, 2011]

Table of Monthly Guaranteed Cost of Insurance Rates Per \$1,000 of Amount At Risk

<u>29</u> Age	Policy Year	Rate	Age	Policy Year	Rate	Age	Policy Year	Rate
35	1	0.091	65	31	1.289	95	61	22.266
36	2	0.096	66	32	1.418	96	62	23.649
37	3	0.100	67	33	1.548	97	63	25.124
38	4	0.108	68	34	1.688	98	64	26.698
39	5	0.114	69	35	1.833	99	65	28.378
40	6	0.122	70	36	2.008	100	66	30.175
41	7	0.132	71	37	2.205	101	67	31.601
42	8	0.144	72	38	2.463	102	68	33.120
43	9	0.158	73	39	2.736	103	69	34.737
44	10	0.175	74	40	3.023	104	70	36.457
45	11	0.194	75	41	3.336	105	71	38.261
46	12	0.213	76	42	3.678	106	72	40.179
47	13	0.233	77	43	4.074	107	73	42.218
48	14	0.244	78	44	4.538	108	74	44.386
49	15	0.258	79	45	5.073	109	75	46.688
50	16	0.277	80	46	5.656	110	76	49.133
51	17	0.299	81	47	6.320	111	77	51.728
52	18	0.330	82	48	7.012	112	78	54.483
53	19	0.363	83	49	7.758	113	79	57.409
54	20	0.406	84	50	8.583	114	80	60.513
55	21	0.458	85	51	9.506	115	81	63.806
56	22	0.512	86	52	10.528	116	82	67.299
57	23	0.569	87	53	11.645	117	83	71.004
58	24	0.618	88	54	12.842	118	84	74.935
59	25	0.675	89	55	14.104	119	85	79.102
60	26	0.743	90	56	15.422	120	86	83.333
61	27	0.827	91	57	16.661			
62	28	0.928	92	58	17.953			
63	29	1.043	93	59	19.315			
64	30	1.163	94	60	20.754			

29aThe monthly guaranteed cost of insurance rates shown above are based on the 2001 Commissioner's Standard Ordinary Smoker/Nonsmoker Mortality Table, Age Nearest Birthday and the Insured's gender and Premium Class at issue. Actual monthly cost of insurance rates will be determined by Us based on Our expectations as to future experience. However, these actual costs of insurance rate will not be greater than those shown above.

29bThe Monthly Guaranteed Cost of Insurance rates shown above assume a Premium Class at or prior to age 15 (if applicable) representing a composite rate as reflected in the 2001 CSO, Age-Nearest Birthday, Gender-Distinct, Ultimate Mortality Table. For ages 16-17, the Monthly Guaranteed Cost of Insurance rates are based upon the 2001 CSO Non-Smoker Mortality Table, Age-Nearest Birthday, Sex-Distinct rates. Prior to the Policy Anniversary nearest the Insured's age 18, the Owner will be asked by Us to provide written certification to Us that the Insured remains a non-tobacco user. If We do not receive written certification of the continued non-tobacco status of the Insured by attained age 18, the Monthly Guaranteed Cost of Insurance rates will change to reflect a Tobacco Premium Class. A new set of Schedule Pages will be sent to You in such a case.

SCHEDULE PAGE (Continued)

Expense Charges

Guaranteed Maximum Monthly Expense Charges:	\$7.50 Per Policy
Percent of Premium Expense Charges (Guaranteed Maximum):	7.5% on All Premium Received in All Policy Years
Guaranteed Monthly Policy Load Per \$1,000 Specified Amount:	\$30 [0.18] For First 10 Years, \$31 [0.18] Thereafter

TABLE OF SURRENDER CHARGES FOR POLICY SURRENDER

Year	32 Charge
1	\$38,701.00
2	36,291.00
3	33,828.00
4	31,318.00
5	28,757.00
6	26,141.00
7	23,474.00
8	20,751.00
9	17,973.00
10	15,138.00
11	12,241.00
12	9,282.00
13	6,256.00
14	3,163.00
15 and thereafter	0.00

33[Lapse Protection Period Extension Rider Charge:	\$33a [0.00] Per \$1000 of Amount at Risk]
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SCHEDULE PAGE (Continued)

Effective Date:

6[January 15, 2011]

Death Benefit Factors As A Percentage of Policy Value Table

Attained Age	34Percentage						
0	250	31	250	62	126	92	103
1	250	32	250	63	124	93	102
2	250	33	250	64	122	94	101
3	250	34	250	65	120	95	101
4	250	35	250	66	119	96	101
5	250	36	250	67	118	97	101
6	250	37	250	68	117	98	101
7	250	38	250	69	116	99	101
8	250	39	250	70	115	100	101
9	250	40	250	71	113	101	101
10	250	41	243	72	111	102	101
11	250	42	236	73	109	103	101
12	250	43	229	74	107	104	101
13	250	44	222	75	105	105	101
14	250	45	215	76	105	106	101
15	250	46	209	77	105	107	101
16	250	47	203	78	105	108	101
17	250	48	197	79	105	109	101
18	250	49	191	80	105	110	101
19	250	50	185	81	105	111	101
20	250	51	178	82	105	112	101
21	250	52	171	83	105	113	101
22	250	53	164	84	105	114	101
23	250	54	157	85	105	115	101
24	250	55	150	86	105	116	101
25	250	56	146	87	105	117	101
26	250	57	142	88	105	118	101
27	250	58	138	89	105	119	101
28	250	59	134	90	105	120	101
29	250	60	130	91	104	121	101
30	250	61	128				

SCHEDULE PAGE (Continued)

Short Term Holding Account Guaranteed Interest Rate:	<u>35</u> [0.0]% Per Year
Long Term Fixed Account Guaranteed Interest Rate for First Segment, Policy Year 1:	<u>36</u> [5.0]% Year 1 (Equivalent to <u>37</u> [0.40741]% Per Month)
Long Term Fixed Account Guaranteed Interest Rate Thereafter:	<u>38</u> [2.0]% Per Year (Equivalent to <u>39</u> [0.16516]% Per Month)
Long Term Fixed Account Segment Term:	<u>40</u> [1] Year
S&P 500® Index Interest Account Guaranteed Interest Rate:	<u>41a</u> [1.0]% Per Year (Equivalent to <u>41b</u> [0.08295%] Per Month)
Domestic Multi Index Interest Account Guaranteed Interest Rate:	<u>41a</u> [0.0]% Per Year (<u>41b</u> [0.0]% Per Month)
Global Multi Index Interest Account Guaranteed Interest Rate:	<u>41a</u> [0.0]% Per Year (<u>41b</u> [0.0]% Per Month)
Minimum Increase in Specified Amount:	<u>42</u> [50,000.00]
Minimum Decrease in Specified Amount:	<u>43</u> [25,000.00]
Minimum Planned Periodic Premium:	<u>44</u> [200.00]
Minimum Partial Withdrawal Amount:	<u>45</u> [2,000.00]
Maximum Partial Withdrawal Fee:	<u>46</u> [50.00]
Maximum Attained Age for an Increase:	<u>47</u> [80]
Maximum Loan Interest Rate Charged for the First 9 Policy Years:	<u>48</u> [8.0]% Annual Effective Rate In Arrears
Maximum Loan Interest Rate Charged for the 10th Policy Year and Thereafter:	<u>49</u> [8.0]% Annual Effective Rate In Arrears
Minimum Loan Amount:	<u>50</u> [500.00]

SCHEDULE PAGE (Continued)

S&P 500® INDEX INTEREST ACCOUNT

Segment Term:	<u>52</u> [1] Year
Segment Guaranteed Interest Rate:	<u>53</u> [1.0]% Per Year (Equivalent to <u>54</u> [0.08295] <u>1</u> % Per Month)
Segment Guaranteed Minimum Participation Rate:	<u>55</u> [60]% for the Segment Term
Guaranteed Minimum Growth Cap:	<u>56</u> [3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the S&P 500® Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Index. The Index is the Standard & Poor's 500®* Composite Stock Price Index, excluding dividends.

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Index during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate, the Index Growth Rate for that Segment Term is calculated as $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

Participation Rate. This is the percentage of the Index Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCCHEDULE PAGE (Continued)

DOMESTIC MULTI INDEX INTEREST ACCOUNT

Segment Term:	<u>52</u> [1] Year
Segment Guaranteed Interest Rate:	<u>53</u> [0.0]% Per Year (Equivalent to <u>54</u> [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	<u>55</u> [60]% for the Segment Term
Guaranteed Minimum Growth Cap:	<u>56</u> [3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Domestic Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. The Domestic Multi Index Interest Account is a multi-index-based Account featuring three domestic U.S. indices: S&P 500^{®*} Index; Dow Jones-UBS Commodity IndexSM; and the Russell 2000 Index[®], excluding dividends.

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by 59[70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by 60[30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Domestic Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

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SCCHEDULE PAGE (Continued)

GLOBAL MULTI INDEX INTEREST ACCOUNT

Segment Term:	<u>52</u> [1] Year
Segment Guaranteed Interest Rate:	<u>53</u> [0.0]% Per Year (Equivalent to <u>54</u> [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	<u>55</u> [60]% for the Segment Term
Guaranteed Minimum Growth Cap:	<u>56</u> [3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Global Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. The Global Multi Index Interest Account is a multi-index-based Account featuring three global indices: S&P 500[®] Index; MSCI Emerging Markets Index and the MSCI EAFE Index, excluding dividends.

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

- a = Index Growth Rate
- b = Participation Rate
- c = Growth Cap
- d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate and multiplying that Basic Index Growth Rate by 59[70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by 60[30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Global Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate, if any. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCCHEDULE PAGE (Continued)

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No purchaser, seller or holder of this security, product or fund, or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this security without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.]

April 5, 2011

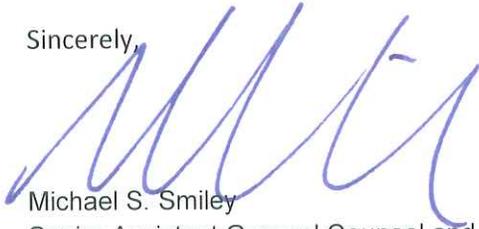
Jeff Kulesus, FLMI
Consultant
Milliman, Inc.
Two Conway Park
150 Field Drive, Suite 180
Lake Forest, Illinois 60045

RE: State Insurance Filings
Zurich American Life Insurance Company
NAIC # 90557

Dear Mr. Kulesus:

This letter will serve as authorization from Zurich American Life Insurance Company for employees of Milliman, Inc. to file policy forms and other related material on the company's behalf. It also authorizes Milliman to respond to inquiries on our behalf with all state insurance departments and jurisdictions where Zurich American Life Insurance Company is authorized to do business.

Sincerely,



Michael S. Smiley
Senior Assistant General Counsel and
Assistant Secretary
Zurich American Life Insurance Company
Tel: (917) 534-4864

REQUIRED SUMMARY AND DISCLOSURE STATEMENT FOR ACCELERATED BENEFITS

Receipt of accelerated death benefits may affect eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children and Supplemental Security Income. Prior to applying for accelerated death benefits, policyowners should consult with the appropriate social services agency concerning how receipt will affect the eligibility of the recipient and/or the recipient’s spouse or dependents.

Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable. Prior to applying for such benefits, policyowners should seek assistance from a qualified tax advisor.

A. Accelerating Condition:

A medically determinable condition that, given reasonable medical treatment, will result in a life expectancy of 24 months or less.

B. Acceleration Options:

The maximum benefit amount is 95% of the available death benefit proceeds up to a maximum of \$1,000,000.00. The minimum payment amount is the lesser of 25% or \$50,000.00 of the available death benefit proceeds payable in a lump sum. The amount payable is 95% of the accelerated benefit less a \$100.00 fee, less the reduction of any Policy Debt.

C. Premium for Accelerated Benefit:

This benefit is included in the life insurance coverage and has been considered in the cost of the insurance.

D. Processing Charge:

There will be a \$100.00 fee that will be deducted from the benefits if the accelerated benefit option is elected.

E. Impact on Policy Values:

Policy Value, Cash Value, Surrender Value, outstanding Policy Debt, Minimum Premium and the policy Death Benefit will be reduced in proportion to the ratio of the accelerated death benefit to the total death benefit. Any adjustment in the Policy Value will be allocated to the Fixed Account(s) and any Index Interest Account(s) on a pro-rata basis. Here is an illustration of the effect of an accelerated benefit payment on Your policy.

SAMPLE ILLUSTRATION OF ACCELERATED BENEFIT PAYMENT

ASSUMPTIONS:

1. Eligible Proceeds	\$2,500,000.00
2. Premium/Current Monthly Deduction	1,463.02
3. Policy Value	400,000.00
4. Outstanding Policy Loan	250,000.00
5. Credited Interest Rate to Policy Values	4.75%
6. Actuarial Equivalency Factor (AEF)	0.95
7. Eligible Proceeds Selected	500,000.00
8. Fee	100.00

POLICY STATUS BEFORE AND AFTER ELECTION:

	Before	After
Eligible Proceeds	\$2,500,000.00	\$2,000,000.00
Premium/Current Monthly Deduction	1,463.02	1,170.42
Accumulation/Cash Value	400,000.00	320,000.00
Outstanding Policy Loan	250,000.00	200,000.00

Advance Payment = Eligible Proceeds selected multiplied by AEF less Loan Reduction Amount less Processing Charge

Advance Payment = \$500,000.00 x 0.95 - (\$250,000.00 - \$200,000.00) - \$100.00

Advance Payment = \$424,900.00

F. Limitations of the Accelerated Benefit:

This accelerated benefit is NOT a long-term care policy or nursing home insurance policy. The amount this benefit pays You may not be enough to cover Your medical, nursing home or other bills. You may use the money You receive from this product for any purpose.

Unlike conventional life insurance proceeds, accelerated benefits payable under this product MAY BE TAXABLE. You should consult a personal tax advisor.

Receipt of accelerated benefits under this product MAY AFFECT MEDICAID AND SUPPLEMENTAL SECURITY INCOME (SSI) eligibility. Without exercising Your option to accelerate benefits, the mere fact that You own an accelerated benefit product will not in and of itself affect Your eligibility for these government programs. However, exercising the option to accelerate benefits and receiving those benefits before You apply for these programs, or while You are receiving government benefits, may affect Your initial or continued eligibility. Contact the Medicaid Unit or Your local Department of Public Welfare and Social Security Administration Office for more information.

I have read and understood this Disclosure Statement for Accelerated Benefits, and acknowledge that a copy of it was given to me prior to the signing of the application for insurance.

Proposed Insured's Signature

Date

Policy Owner's Signature

Date

Agent's Signature

Date

Zurich American Life Insurance Company
 [7045 College Boulevard, Overland Park, Kansas 66211-1523]
 Phone: [1-877-678-7534]

REQUIRED SUMMARY AND DISCLOSURE STATEMENT FOR ACCELERATED BENEFITS

Receipt of accelerated death benefits may affect eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children and Supplemental Security Income. Prior to applying for accelerated death benefits, policyowners should consult with the appropriate social services agency concerning how receipt will affect the eligibility of the recipient and/or the recipient’s spouse or dependents.

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The maximum benefit amount is 95% of the available death benefit proceeds up to a maximum of \$1,000,000.00. The minimum payment amount is the lesser of 25% or \$50,000.00 of the available death benefit proceeds payable in a lump sum. The amount payable if You select this option is 97% of the accelerated benefit less a \$100.00 fee, less the reduction of any Policy Debt.

C. Premium for Accelerated Benefit:

This benefit is included in the life insurance coverage and has been considered in the cost of the insurance.

D. Processing Charge:

There will be a \$100.00 fee that will be deducted from the benefits if the accelerated benefit option is elected.

E. Impact on Policy Values:

Policy Value, Cash Value, Surrender Value, outstanding Policy Debt, Minimum Premium and the policy Death Benefit will be reduced in proportion to the ratio of the accelerated death benefit to the total death benefit. Any adjustment in the Policy Value will be allocated to the Fixed Account(s) and any Index Interest Account(s) on a pro-rata basis. Here is an illustration of the effect of an accelerated benefit payment on Your policy.

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Outstanding Policy Loan	250,000.00	200,000.00

Advance Payment = Eligible Proceeds selected multiplied by AEF less Loan Reduction Amount less Processing Charge
 Advance Payment = \$500,000.00 x 0.95 - (\$250,000.00 - \$200,000.00) - \$100.00
 Advance Payment = \$424,900.00

F. Limitations of the Accelerated Benefit:

This accelerated benefit is NOT a long-term care policy or nursing home insurance policy. The amount this benefit pays You may not be enough to cover Your medical, nursing home or other bills. You may use the money You receive from this product for any purpose.

Unlike conventional life insurance proceeds, accelerated benefits payable under this product MAY BE TAXABLE. You should consult a personal tax advisor.

Receipt of accelerated benefits under this product MAY AFFECT MEDICAID AND SUPPLEMENTAL SECURITY INCOME (SSI) eligibility. Without exercising Your option to accelerate benefits, the mere fact that You own an accelerated benefit product will not in and of itself affect Your eligibility for these government programs. However, exercising the option to accelerate benefits and receiving those benefits before You apply for these programs, or while You are receiving government benefits, may affect Your initial or continued eligibility. Contact the Medicaid Unit or Your local Department of Public Welfare and Social Security Administration Office for more information.

I have read and understood this Disclosure Statement for Accelerated Benefits, and acknowledge that a copy of it was given to me prior to the signing of the application for insurance.

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C. Premium for Accelerated Benefit:

This benefit is included in the life insurance coverage and has been considered in the cost of the insurance.

D. Processing Charge:

There will be a \$100.00 fee that will be deducted from the benefits if the accelerated benefit option is elected.

E. Impact on Policy Values:

Policy Value, Cash Value, Surrender Value, outstanding Policy Debt, Minimum Premium and the policy Death Benefit will be reduced in proportion to the ratio of the accelerated death benefit to the total death benefit. Any adjustment in the Policy Value will be allocated to the Fixed Account(s) and any Index Interest Account(s) on a pro-rata basis. Here is an illustration of the effect of an accelerated benefit payment on Your policy.

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 Advance Payment = \$500,000.00 x 0.95 - (\$250,000.00 - \$200,000.00) - \$100.00
 Advance Payment = \$424,900.00

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Receipt of accelerated benefits under this product MAY AFFECT MEDICAID AND SUPPLEMENTAL SECURITY INCOME (SSI) eligibility. Without exercising Your option to accelerate benefits, the mere fact that You own an accelerated benefit product will not in and of itself affect Your eligibility for these government programs. However, exercising the option to accelerate benefits and receiving those benefits before You apply for these programs, or while You are receiving government benefits, may affect Your initial or continued eligibility. Contact the Medicaid Unit or Your local Department of Public Welfare and Social Security Administration Office for more information.

I have read and understood this Disclosure Statement for Accelerated Benefits, and acknowledge that a copy of it was given to me prior to the signing of the application for insurance.

Proposed Insured's Signature

Date

Policy Owner's Signature

Date

Agent's Signature

Date

ACCELERATED BENEFIT RIDER ILLUSTRATION

Policy Number: 1234567890
 Issue Age: 35
 Gender: Male
 Insured: John Doe
 Premium Class: Standard Non-Tobacco

Policy Date: April 1, 2011
 Effective Date of Benefit Acceleration: April 1, 2036

Effect on Policy Values: Policy Values, surrender values, loan values, and the death benefit will be reduced if you receive an accelerated benefit. The illustration below exhibits the effect the accelerated benefit payment has on your life insurance policy.

- (1) Specified Amount: \$2,500,000
- (2) Initial Premium: \$11,816.62
- (3) Amount of Acceleration: \$500,000
 Existing Policy Loan: \$50,000, loan rate equals 4.0% annually
 Advance Payment: $(\$500,000 \times .95) - \$10,000 - \$100 = \$464,900$
- (4) Current Credited Interest Rate: 4.75%
- (5) Reduced Specified Amount of Policy: \$2,000,000
- (6) Projected Values at Guaranteed Interest Rate (2.00%), Guaranteed Monthly Deductions, and no future premiums

As of	Att Age	Before Acceleration			After Acceleration		
		Policy Value	Surrender Value	Death Benefit	Policy Value	Surrender Value	Death Benefit
4/1/2036	60	\$ 160,557	\$ 110,557	\$2,450,000	\$ 128,445	\$ 88,445	\$1,960,000
4/1/2038	62	152,133	98,053	2,445,920	119,473	76,209	1,956,736
4/1/2040	64	142,393	83,900	2,441,507	109,352	62,557	1,953,206
4/1/2042	66	131,080	67,814	2,436,734	97,871	47,258	1,949,387
4/1/2044	68	118,035	49,607	2,431,572	84,896	30,153	1,945,257
4/1/2046	70	103,069	29,057	2,425,988	70,267	11,057	1,940,790
4/1/2048	72	85,740	5,689	2,419,948	53,621	0	0
4/1/2049	73	75,912	0	0	44,315	0	0

(7) Outstanding Policy Loans:

		Before Acceleration	After Acceleration
As of	Att Age	Policy Loan	Policy Loan
4/1/2036	60	\$50,000	\$40,000

- (8) Cost of Insurance Charges may change due to the election of the accelerated benefit. Current Cost of Insurance Rates will change if the Specified Amount changes from one band to another. Guaranteed Cost of Insurance Rates will not change due to the election of the accelerated benefit. Cost of Insurance Charges will change for both current and guaranteed due to the reduced Specified Amount.

Arkansas Compliance Certification

Company: Zurich American Life Insurance Company

Forms:	IUL121AR-01	Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options
	ZM-10620AL (01/11)	Supplement to Part I of Application for Life Insurance
	IULRAccBen-01	Accelerated Benefit Rider for Terminal Illness
	IUL121CVER-01	Cash Value Enhancement Rider
	IULLPR-01	Lapse Protection Period Extension Rider
	IULOLPR-01	Overloan Protection Rider

On behalf of Zurich American Life Insurance Company (Company) I certify the following requirements have been reviewed and the forms and Company practices are in compliance with the following.

1. Ark. Code Ann. 23-79-138 Information to accompany policies

An information notice including; (1) the complete address and telephone number of the policyholder's service office of the company, (2) the name, address, and telephone number of the agent soliciting the policy, if applicable, and (3) the address and telephone number of the Arkansas State Insurance Department is provided to the policy owner.

2. Regulation 49 Life and Disability Guaranty Fund Notices

The Company provides a Life and Health Guaranty Notice to each policy owner.

3. Regulation 19 Unfair Sex Discrimination in the Sale of Insurance

The Company certifies it meets the provisions of this rule as well as all applicable requirements of the Department.



Signature

May 13, 2011

Date

Jeff Kulesus, Compliance Consultant

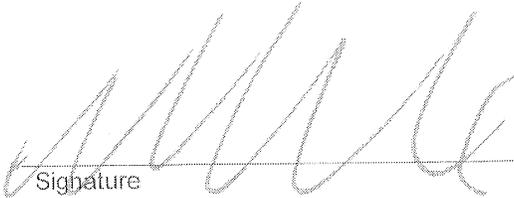
Name/Title

Arkansas Compliance Certification

Company: Zurich American Life Insurance Company

Form: IUL121AR-01 Flexible Premium Adjustable Life Insurance Policy With
Index-Linked Interest Options

On behalf of Zurich American Life Insurance Company (Company) I certify that the above forms comply with the requirements of Regulation 34 and Bulletin 11-83.



Signature

May 13, 2011

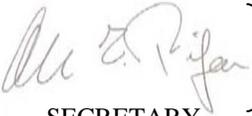
Date

Michael S. Smiley, JD
Senior Assistant General Counsel and Assistant
Secretary

Name/Title

ZURICH AMERICAN LIFE INSURANCE COMPANY

Home Office: [Schaumburg, Illinois 60196-6801]
Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]
Toll Free Telephone Number [(885) 634-6780]

{  } {  }
SECRETARY PRESIDENT

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH
INDEX-LINKED INTEREST OPTIONS**

The benefits, Policy Value, period of coverage and premiums for this policy are on an indeterminate basis. The initial interest rates for the Short Term Holding Account and Long Term Fixed Account are guaranteed only for a limited period of time.

PLEASE READ THIS POLICY AND REVIEW THE APPLICATION CAREFULLY. This policy is a legal contract between You and Zurich American Life Insurance Company. We are issuing this policy based on payment of the Initial Premium and the answers in the application (see attached copy). If all answers are not true and complete, this policy may be affected. If any past medical history has been omitted, please notify Us within ten (10) days from the date this policy is delivered to You.

This is a flexible premium adjustable life insurance policy with index-linked interest options with an adjustable death benefit. We insure the person named as the Insured on the Schedule Page in accordance with the provisions of this policy. We will pay the Death Benefit as described in the Death Benefit provision and in accordance with the Beneficiary provision when We receive due proof of death of the Insured while this policy is in force, subject to the terms of this policy.

RIGHT TO EXAMINE AND CANCEL POLICY.

[20]-DAY RIGHT TO EXAMINE THIS POLICY. You may cancel this policy by delivering or mailing a Written Notice to Zurich American Life Insurance Company, [Schaumburg, Illinois 60196-6801] or sending an e-mail to [life.customer@zurichna.com], or to the agent or agency from whom You purchased the policy and by returning the policy before midnight of the [20]th day after you received the policy. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. The insurer must return all payments, fees and charges, less partial withdrawals made from this policy within [20] days after it receives notice of cancellation and the returned policy.

If returned, the policy or contract will be considered void from the beginning.

This policy includes a war risk exclusion.

Proceeds payable upon the earlier of the death of the Insured or the Insured's Attained Age 121. Adjustable Death Benefit. Flexible premiums payable during the lifetime of the Insured to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease due to changes in interest credited to the Accounts, expense and cost of insurance charges. Index Interest Account credits (if any) are based on growth rates of an external index(indices) and are applied at the expiry of the applicable Index Interest Account Segment.

The policy does not directly participate in any stock, bond or equity investments. Base Lapse Protection Period (available if shown on the Schedule Page), and [3] Year Minimum Premium Provision.

Nonparticipating/No Policy Dividends.

TABLE OF CONTENTS

	Page No.
SCHEDULE PAGE.....	3-10
DEFINITIONS.....	11-12
OWNERSHIP.....	12
BENEFICIARY.....	12-13
DEATH BENEFIT.....	13-14
Minimum Specified Amount.....	14
Change in Specified Amount.....	14
Specified Amount Decrease.....	14
Specified Amount Increase.....	14
EXCLUSIONS.....	15
PREMIUMS.....	15-18
Payment of Premium.....	15
Base Lapse Protection.....	16
Grace Period.....	16
Reinstatement.....	16
ACCOUNTS.....	16-18
Fixed Accounts.....	16
Short Term Holding Account.....	16
Long Term Fixed Account.....	17
Index Interest Accounts.....	17
Discontinuation of or Substantial Change to An Index.....	18
TRANSFERS.....	18
POLICY VALUE.....	18-20
Policy Value for the Short Term Holding Account.....	19
Policy Value for the Long Term Fixed Account.....	19
Policy Value for the Index Interest Accounts.....	20
POLICY FACTORS.....	20-21
Monthly Deductions.....	20
Cost of Insurance.....	20
Cost of Insurance Rates.....	20
Percentage of Premium Expense Charge.....	21
Guaranteed Maximum Monthly Expense Charge.....	21
Juvenile Reclassification.....	21
Interest Rate.....	21
Policy Cost Factors.....	21
ACCESSING POLICY VALUES.....	21-23
Loans.....	21
Loan Account.....	22
Partial Withdrawal.....	22
Surrender.....	23
GENERAL PROVISIONS.....	23-25
Entire Contract.....	23
Incontestability.....	23
Policy Changes.....	24
Suicide.....	24

Misstatement of Age or Gender.....	24
Assignment.....	24
Nonparticipating Policy.....	24
Computations.....	24
Basis of Guaranteed Values.....	24
Annual Report.....	24
Illustrative Report.....	25
Maturity Date.....	25
Conformity with State Law.....	25
Termination.....	25
PAYMENT OF POLICY BENEFITS	25-27
ADDITIONAL BENEFITS (if any)	Inside Back Cover
APPLICATION	Inside Back Cover

ENDORSEMENTS

To be made only by Us at Our Home Office.

SCHEDULE PAGE

Plan: Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options

Policy Number: [1234567890]

Insured: [John Doe]

Issue Age and Gender: [35, Male]

Owner: [John Doe]

Policy Date: [January 15, 2011]

Issue Date: [January 15, 2011]

Maturity Date: [January 15, 2097]

Initial Specified Amount (Excluding Riders): \$[2,500,000]

Minimum Specified Amount: \$[250,000.00]

Premium Class: [Standard Nontobacco]

[Table Extra: [0.0]% extra cost of insurance [(Table 2)]]

[Flat Extra Charge: \$[0.00] per \$1,000 of amount at risk for [3] years]

Basis of Values: 2001 CSO Mortality Table, Gender and Smoker Distinct, Age Nearest Birthday

Planned Periodic Premium: \$[11,816.62]

Premium Allocation Date for the Lifetime of the Contract: The [15]th day of each calendar month

Initial Premium Allocation Percentages:

- [20]% Short Term Holding Account
- [20]% Long Term Fixed Account
- [20]% [S&P500[®] Index Interest Account]
- [20]% [Domestic Multi Index Interest Account]
- [20]% [Global Multi Index Interest Account]

Premium Frequency: [Annually]

Initial Premium: \$[11,816.62]

Minimum Premium: \$[4,754.39] Per Year for the First [3] Policy Years

Base Lapse Protection Premium: \$[6,339.18] Per Year

Base Lapse Protection Period: [10] Years from the Policy Date

[Extended Lapse Protection Premium: \$[6,339.18] Per Year]

[Extended Lapse Protection Period: [10] Years from the Policy Date]

Internal Revenue Code Section 7702 Test: [Guideline Premium Test]

Death Benefit Option: [A]

Issue State: [Any State]

Department of Insurance Telephone Number: [123-456-7890]

The policy may not mature even if Planned Periodic Premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, and there may be changes to the Specified Amount.

At some future time, the Policy Value may not cover the next Monthly Deductions. When that occurs, the policy may enter the Grace Period and will terminate at the end of that period if sufficient premium to cover the Monthly Deductions is not paid before the end of the Grace Period.

Costs of insurance, expense charges, and other charges for riders and endorsements, if any, are shown on the rider schedule page(s).

SCHEDULE PAGE (Continued)

Effective Date:

[January 15, 2011]

Table of Monthly Guaranteed Cost of Insurance Rates Per \$1,000 of Amount At Risk

Age	Policy Year	Rate	Age	Policy Year	Rate	Age	Policy Year	Rate
35	1	0.091	65	31	1.289	95	61	22.266
36	2	0.096	66	32	1.418	96	62	23.649
37	3	0.100	67	33	1.548	97	63	25.124
38	4	0.108	68	34	1.688	98	64	26.698
39	5	0.114	69	35	1.833	99	65	28.378
40	6	0.122	70	36	2.008	100	66	30.175
41	7	0.132	71	37	2.205	101	67	31.601
42	8	0.144	72	38	2.463	102	68	33.120
43	9	0.158	73	39	2.736	103	69	34.737
44	10	0.175	74	40	3.023	104	70	36.457
45	11	0.194	75	41	3.336	105	71	38.261
46	12	0.213	76	42	3.678	106	72	40.179
47	13	0.233	77	43	4.074	107	73	42.218
48	14	0.244	78	44	4.538	108	74	44.386
49	15	0.258	79	45	5.073	109	75	46.688
50	16	0.277	80	46	5.656	110	76	49.133
51	17	0.299	81	47	6.320	111	77	51.728
52	18	0.330	82	48	7.012	112	78	54.483
53	19	0.363	83	49	7.758	113	79	57.409
54	20	0.406	84	50	8.583	114	80	60.513
55	21	0.458	85	51	9.506	115	81	63.806
56	22	0.512	86	52	10.528	116	82	67.299
57	23	0.569	87	53	11.645	117	83	71.004
58	24	0.618	88	54	12.842	118	84	74.935
59	25	0.675	89	55	14.104	119	85	79.102
60	26	0.743	90	56	15.422	120	86	83.333
61	27	0.827	91	57	16.661			
62	28	0.928	92	58	17.953			
63	29	1.043	93	59	19.315			
64	30	1.163	94	60	20.754			

The monthly guaranteed cost of insurance rates shown above are based on the 2001 Commissioner's Standard Ordinary Smoker/Nonsmoker Mortality Table, Age Nearest Birthday and the Insured's gender and Premium Class at issue. Actual monthly cost of insurance rates will be determined by Us based on Our expectations as to future experience. However, these actual costs of insurance rate will not be greater than those shown above.

The Monthly Guaranteed Cost of Insurance rates shown above assume a Premium Class at or prior to age 15 (if applicable) representing a composite rate as reflected in the 2001 CSO, Age-Nearest Birthday, Gender-Distinct, Ultimate Mortality Table. For ages 16-17, the Monthly Guaranteed Cost of Insurance rates are based upon the 2001 CSO Non-Smoker Mortality Table, Age-Nearest Birthday, Sex-Distinct rates. Prior to the Policy Anniversary nearest the Insured's age 18, the Owner will be asked by Us to provide written certification to Us that the Insured remains a non-tobacco user. If We do not receive written certification of the continued non-tobacco status of the Insured by attained age 18, the Monthly Guaranteed Cost of Insurance rates will change to reflect a Tobacco Premium Class. A new set of Schedule Pages will be sent to You in such a case.

SCHEDULE PAGE (Continued)

Expense Charges

Guaranteed Maximum Monthly Expense Charges:	\$7.50 Per Policy
Percent of Premium Expense Charges (Guaranteed Maximum):	7.5% on All Premium Received in All Policy Years
Guaranteed Monthly Policy Load Per \$1,000 Specified Amount:	[\$0.18] For First 10 Years, [\$0.18] Thereafter

TABLE OF SURRENDER CHARGES FOR POLICY SURRENDER

Year	Charge
1	\$38,701.00
2	36,291.00
3	33,828.00
4	31,318.00
5	28,757.00
6	26,141.00
7	23,474.00
8	20,751.00
9	17,973.00
10	15,138.00
11	12,241.00
12	9,282.00
13	6,256.00
14	3,163.00
15 and thereafter	0.00

[Lapse Protection Period Extension Rider Charge:	[\$0.00] Per \$1000 of Amount at Risk]
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SCHEDULE PAGE (Continued)

Effective Date:

[January 15, 2011]

Death Benefit Factors As A Percentage of Policy Value Table

Attained		Attained		Attained		Attained	
Age	Percentage	Age	Percentage	Age	Percentage	Age	Percentage
0	250	31	250	62	126	92	103
1	250	32	250	63	124	93	102
2	250	33	250	64	122	94	101
3	250	34	250	65	120	95	101
4	250	35	250	66	119	96	101
5	250	36	250	67	118	97	101
6	250	37	250	68	117	98	101
7	250	38	250	69	116	99	101
8	250	39	250	70	115	100	101
9	250	40	250	71	113	101	101
10	250	41	243	72	111	102	101
11	250	42	236	73	109	103	101
12	250	43	229	74	107	104	101
13	250	44	222	75	105	105	101
14	250	45	215	76	105	106	101
15	250	46	209	77	105	107	101
16	250	47	203	78	105	108	101
17	250	48	197	79	105	109	101
18	250	49	191	80	105	110	101
19	250	50	185	81	105	111	101
20	250	51	178	82	105	112	101
21	250	52	171	83	105	113	101
22	250	53	164	84	105	114	101
23	250	54	157	85	105	115	101
24	250	55	150	86	105	116	101
25	250	56	146	87	105	117	101
26	250	57	142	88	105	118	101
27	250	58	138	89	105	119	101
28	250	59	134	90	105	120	101
29	250	60	130	91	104	121	101
30	250	61	128				

SCHEDULE PAGE (Continued)

Short Term Holding Account Guaranteed Interest Rate:	[0.0]% Per Year
Long Term Fixed Account Guaranteed Interest Rate for First Segment, Policy Year 1:	[5.0]% Year 1 (Equivalent to [0.40741]% Per Month)
Long Term Fixed Account Guaranteed Interest Rate Thereafter:	[2.0]% Per Year (Equivalent to [0.16516]% Per Month)
Long Term Fixed Account Segment Term:	[1] Year
[S&P 500® Index Interest Account] Guaranteed Interest Rate:	[1.0]% Per Year (Equivalent to [0.08295]% Per Month)
[Domestic Multi Index Interest Account] Guaranteed Interest Rate:	[0.0]% Per Year ([0.0]% Per Month)
[Global Multi Index Interest Account] Guaranteed Interest Rate:	[0.0]% Per Year ([0.0]% Per Month)
Minimum Increase in Specified Amount:	[\$50,000.00]
Minimum Decrease in Specified Amount:	[\$25,000.00]
Minimum Planned Periodic Premium:	[\$200.00]
Minimum Partial Withdrawal Amount:	[\$2,000.00]
Maximum Partial Withdrawal Fee:	[\$50.00]
Maximum Attained Age for an Increase:	[80]
Maximum Loan Interest Rate Charged for the First 9 Policy Years:	[8.0]% Annual Effective Rate In Arrears
Maximum Loan Interest Rate Charged for the 10th Policy Year and Thereafter:	[8.0]% Annual Effective Rate In Arrears
Minimum Loan Amount:	[\$500.00]

SCHEDULE PAGE (Continued)

S&P 500[®] INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[1.0]% Per Year (Equivalent to [0.08295]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the S&P 500[®] Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Index. [The Index is the Standard & Poor's 500^{®*} Composite Stock Price Index, excluding dividends].

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Index during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate, the Index Growth Rate for that Segment Term is calculated as $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

Participation Rate. This is the percentage of the Index Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

DOMESTIC MULTI INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[0.0]% Per Year (Equivalent to [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Domestic Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. [The Domestic Multi Index Interest Account is a multi-index-based Account featuring three domestic U.S. indices: S&P 500^{®*} Index; Dow Jones-UBS Commodity IndexSM; and the Russell 2000 Index[®], excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Domestic Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

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SCHEDULE PAGE (Continued)

GLOBAL MULTI INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[0.0]% Per Year (Equivalent to [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Global Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. [The Global Multi Index Interest Account is a multi-index-based Account featuring three global indices: S&P 500[®] Index; MSCI Emerging Markets Index and the MSCI EAFE Index, excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate and multiplying that Basic Index Growth Rate by [70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Global Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate, if any. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCCHEDULE PAGE (Continued)

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DEFINITIONS

Defined terms are capitalized throughout this policy.

ATTAINED AGE. Means the Issue Age plus the number of completed policy years. With respect to any increase in the Specified Amount, Attained Age means the Issue Age for the increase plus the number of completed policy years.

CASH VALUE. Means the Policy Value, less the Surrender Charge shown on the Schedule Page.

HOME AREA. Means anywhere within the 50 states of the United States and its territories, the District of Columbia and Canada.

INITIAL PREMIUM. Means the first premium paid on or before delivery of this policy and before the Issue Date. The Initial Premium is the amount required to place the policy in force.

INSURED. Means the person shown on the Schedule Page upon whose life this policy is issued.

ISSUE AGE. Means the Insured's Age as of the nearest birthday on the Policy Date. With respect to any increase in the Specified Amount, Issue Age means the Insured's Age as of the nearest birthday to the date of the increase.

ISSUE DATE. Means the date on which the suicide and incontestability periods begin. If We have received the Initial Premium from You, the Issue Date will also be the date when You have life insurance coverage with Us. If We have not received the Initial Premium from You, You WILL NOT have coverage until the date on which We receive the Initial Premium from You.

MATURITY DATE. Means the date on which this policy will mature as shown on the Schedule Page.

MINIMUM PREMIUM. Means a premium used to define a required level of premium payments during an initial period as shown on the Schedule Page.

MONTHLY DATE. Means the same day of each month as the Policy Date.

MONTHLY DEDUCTIONS. Means charges made against the Policy Value on each Monthly Date for the coverage provided by this policy, expenses, and any attached riders.

OWNER. The natural person or entity who has the rights of ownership of this policy.

PLANNED PERIODIC PREMIUM. Means a level premium You intend to pay at a fixed interval. The Planned Periodic Premium is shown on the Schedule Page.

POLICY DATE. Means the date from which policy months, years and anniversaries are measured. The Policy Date will be determined by Us unless You request a different Policy Date that We approve. If the Issue Date is after the Policy Date or We have not received the Initial Premium from You, You WILL NOT have life insurance coverage on the Policy Date.

POLICY DEBT. Means the sum of all unpaid policy loans, accrued interest on policy loans and carry over loans from a previous policy, if any. If the Policy Debt equals or exceeds the Cash Value, this policy will terminate and have no value, subject to the terms of the Grace Period, Premiums and Reinstatement provisions.

POLICY VALUE. On the Issue Date, is equal to the Initial Premium less the Monthly Deductions for the first month. The Policy Value on any monthly anniversary will be calculated as described in the Policy Values section of this policy.

PREMIUM ALLOCATION DATE. The Monthly Date on which premium payments and any associated credited interest are transferred, in whole or in part, from the Short Term Holding Account to the Long Term Fixed Account and/or Index Interest Account(s). The Premium Allocation Date is shown on the Schedule Page.

SEGMENT. Your policy's value in the Long Term Fixed Account and Index Interest Accounts are divided into Segments based upon the date funds are directed to a Segment. Each new Segment begins on a Monthly Date and expires at the end of the Segment Term period shown in the Schedule Page.

SEGMENT BALANCE. The dollar amount of the Policy Value in a given Segment. The Segment Balance is, as of the end of a Segment month, the Segment Balance at the beginning of a Segment month, minus Monthly Deductions for the month allocated to the Segment, plus monthly Segment Guaranteed Interest credited to the Segment. For Index Interest Accounts, at the end of the final month in the Segment Term, Segment Index Interest (if any) will be added to the Segment Balance.

SEGMENT TERM. The duration of each Account Segment.

SPECIFIED AMOUNT. Means a dollar amount used to determine the death benefit of Your policy. It is shown on the Schedule Page. You may increase or decrease it as described in Your policy.

SURRENDER. Means termination of this policy at Your request for its Surrender Value while the Insured is alive.

SURRENDER CHARGE. Means the charge subtracted from the Policy Value upon the Surrender of this policy and shown on the Schedule Page.

SURRENDER VALUE. Means the Policy Value, minus Surrender Charges, minus any Policy Debt. If the full Surrender Value is withdrawn, this policy will terminate. This termination is known as Surrender.

WE, US, OUR. Means Zurich American Life Insurance Company.

WRITTEN NOTICE. Means information We have received at the address(es) shown on the first page of this policy which is written, is signed by You, and is acceptable to Us.

YOU, YOUR. Means the Owner as shown on the Schedule Page unless changed. The Insured may or may not be the Owner.

OWNERSHIP

The Insured is the Owner unless otherwise stated in the application or later changed. If the Owner dies before the Insured, the successor Owner named in the application is the new Owner. If there is no successor Owner, then the Owner's estate becomes the new Owner. The Owner, or successor or transferee has all rights in this policy. All policy rights will be subject to any assignment and to the rights of any irrevocable Beneficiary. These rights may be exercised only during the lifetime of the Insured.

Subject to any legal or contractual restrictions, Ownership of this policy may be transferred at any time by Written Notice to Us. The transfer will then be effective as of the date it was signed, but it will not apply to any payments We make before the request is received and recorded by Us. Our approval is necessary if the new Owner elects a decrease in the Specified Amount or seeks division of the policy in conjunction with a change of Owner.

BENEFICIARY

The Beneficiary will receive the death benefit proceeds when the Insured dies while this policy is in effect. The primary and any contingent Beneficiaries are named in the application or subsequent Beneficiary forms accepted by Us. If no primary Beneficiary is living when the Insured dies, We will make payment to the contingent Beneficiary. If no contingent Beneficiary is living when the Insured dies, We will pay You or Your estate.

Unless the Beneficiary designation provides otherwise, We will follow these rules:

- (1) We will pay equal shares when more than one Beneficiary of the same class is to share the funds.
- (2) A revocable Beneficiary has no rights in this policy until the Insured dies.
- (3) An irrevocable Beneficiary cannot be changed without his or her consent.
- (4) The interest of any Beneficiary is subject to the rights of any assignee shown on Our records.

You may change the Beneficiary at any time while the Insured is living by sending Written Notice during the lifetime of the Insured. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Written Notice is signed by You. An irrevocable Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. No change is effective until after We have approved it. If approved, it will take effect on the date the Written Notice was signed by You. We will not be liable for any payments We make or action We take before the change is received.

Unless otherwise provided, if any Beneficiary dies within five days after the Insured dies as the result of a common disaster, We will pay the death benefit as if that Beneficiary died first.

A transfer of Ownership by itself will not change the interest of any Beneficiary.

DEATH BENEFIT

We will pay the death benefit proceeds if the Insured dies while this policy is in force, subject to the terms and conditions of this policy. The death benefit is based upon the Death Benefit Option as shown on the Schedule Page.

- (1) Option A. The Policy Value is included in the Specified Amount. If death occurs prior to the Policy Date following the Insured's Attained Age 121, the Death Benefit will be the greater of:
 - (a) the Specified Amount on the date of death; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.
- (2) Option B. The death benefit will be the greater of:
 - (a) the Specified Amount on the date of death, plus the Policy Value; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.
- (3) Option C. The death benefit will be the greater of:
 - (a) the Specified Amount on the date of death, plus the total of all premiums paid into this policy as of the date of death, less the amount of all Partial Withdrawals taken since the Issue Date; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.

Under all death benefit options, the death benefit will be reduced by any outstanding Policy Debt.

We will pay interest on the death benefit proceeds payable from the date of death to the date of payment. The interest will be at the Two Year Constant Maturity Treasury Rate as published by the Federal Reserve on the date of death, plus additional interest at a rate of 10% annually, until the date the claim is paid, beginning 31 calendar days from the latest of:

- (1) the date We receive due proof of death;
- (2) the date We receive sufficient information to determine Our liability, the extent of the liability, and the appropriate payee legally entitled to the death benefit proceeds payable, less any outstanding Policy Debt; and

(3) the date that legal impediments to payment of death benefit proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:

- (a) the establishment of guardianships and conservatorships;
- (b) the appointment and qualification of trustees, executors and administrators; or
- (c) the submission of information required to satisfy state and federal reporting requirements.

Payment of the death benefit proceeds is subject to the interest of any assignee. Death benefit proceeds paid to satisfy any assignee will be paid in one sum. If no Beneficiary survives, We will pay the death benefit proceeds in one sum to You if living, otherwise to Your estate. You may choose another method of payment with Our consent.

MINIMUM SPECIFIED AMOUNT. The Minimum Specified Amount permitted under the policy is shown on the Schedule Page.

CHANGE IN SPECIFIED AMOUNT. At any time after the first policy year, upon Written Notice by the Owner, the Specified Amount may be changed no more than once per year, subject to the following:

Specified Amount Decrease.

- (1) The minimum decrease amount is \$25,000.
- (2) The new Specified Amount must be at least \$250,000, unless the Specified Amount prior to the decrease was less than the Minimum Specified Amount shown on the Schedule Page. In the event previous partial withdrawals reduce the Specified Amount below \$250,000, We may limit future decreases in Specified Amount.
- (3) Any requested decreases will be effective on the Monthly Date on or next following the receipt of the request by Us. A decrease will be applied in the following order:
 - (a) first against any increase in the Specified Amount beginning with the most recent increase, and then,
 - (b) against the initial Specified Amount.

A decrease in the Specified Amount will decrease any future Minimum Premiums and result in a Surrender Charge equal to a percentage of a full Surrender Charge. This Surrender Charge will be applied on a pro-rata basis across all Segments within all Accounts with balances greater than zero. This percentage will equal the proportion that the Specified Amount Decrease bears to the highest previous Specified Amount before the decrease. The total dollar amount of Surrender Charges will not be reduced by a decrease in the Specified Amount when this pro-rata Surrender Charge is taken into account.

Specified Amount Increase.

- (1) The minimum increase amount is \$50,000.
- (2) A supplemental application must be submitted to Us.
- (3) Any increases will be subject to evidence of insurability satisfactory to Us.
- (4) The effective date of any increase will be the date shown on a supplemental Schedule Page.
- (5) An increase in the Specified Amount will increase future Minimum Premiums and Surrender Charges. Surrender Charges on the increased amount will be calculated based upon the Attained Age at the time of increase and added to those shown on the Schedule Page. Increases in the Insured's Cost of Insurance Charges will be based on the Insured's gender, Premium Class, Specified Amount and age at the time of the increase.

We will send a new Schedule Page to You at Your last known address documenting any changes in the Specified Amount.

EXCLUSIONS

Unless at the time of application the Insured discloses that he or she is an active or inactive member of the military, military reserves, or the National Guard, We will exclude death benefits under this policy if the Insured's death is the result of:

- (1) War or act of war, if the cause of death occurs while the Insured is serving in the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while in such forces or within six months after termination of services in such forces.
- (2) War or an act of war while the Insured is serving in any civilian non-combatant unit serving within the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while serving in such units or within six months after termination of service in such units, whichever is earlier.
- (3) War or an act of war, within two years from the Issue Date of the policy, while the Insured is not serving in the military, naval or air forces of any country, combination of countries or international organization, if the cause of death occurs while the Insured is outside the Home Area, provided such death occurs outside the Home Area or within six months after the Insured's return to the Home Area.

If an exclusion applies, We will pay policy proceeds to the Beneficiary in an amount at least equal to the greater of the gross premiums paid for the policy or the policy reserves, each adjusted for dividends, values, loans, partial withdrawals and surrenders.

PREMIUMS

PAYMENT OF PREMIUM. The Initial Premium is the amount paid on or before delivery of this policy and paid before the Issue Date. The Planned Periodic Premium is shown on the Schedule Page. Even if You pay Planned Periodic Premiums, Your policy could lapse if the Policy Value is not enough to pay the Monthly Deductions. If the amount of premium received by Us is not sufficient to keep the policy in force, the policy will terminate according to the provisions of the policy.

The premium frequency is shown on the Schedule Page and only serves as an indication of Your preference as to probable future frequency of payment. You may change the frequency of Planned Periodic Premium payments at any time. You also may make additional and unscheduled payments at any time before the Maturity Date. However, it is Our right to limit the amount and frequency of premium payments. We reserve the right to require evidence of insurability if You make additional and unscheduled payments at any time before the Maturity Date which result in an increase in Our Amount at Risk. Each premium payment will be allocated to the Short Term Holding Account until the Premium Allocation Date, at which time it will be allocated to the Account(s) You specify, as described in the Policy Value provision.

At all times during the Minimum Premium Period specified on the Schedule Page, You are required to have paid cumulative premiums at least equal to the number of months from the Policy Date, multiplied by the Minimum Premium shown on the Schedule Page, divided by twelve. If You fail to satisfy this requirement within 31 days of Our notification to You, the policy will terminate and any Surrender Value will be paid to You.

If the Internal Revenue Service Code Section 7702 Test is the Guideline Premium Test, We will not accept any premium if it causes the policy to fail the Guideline Premium Requirements for a life insurance policy as defined in Section 7702 of the Internal Revenue Code on the Issue Date. If a premium in excess of the Guideline Premium limitation is received, We will refund the excess amount to the Owner, unless the Owner has given other instructions to Us in writing which We have accepted and acknowledged. However, premium will not be refunded if it is necessary to keep the policy in force.

Premium payments may be made to the administrative office shown on the first page of this policy or to such other place as We may designate. A receipt signed by Our President or Secretary will be provided upon request. In the event no further premiums are paid, coverage will continue subject to the Grace Period provision until the Policy Value is no longer sufficient to cover the Monthly Deductions. We reserve the right to limit the premiums payable under this policy. Such premium limitation will apply to all policyowners in a nondiscriminatory manner.

BASE LAPSE PROTECTION. During the Base Lapse Protection Period shown on the Schedule Page, if premiums paid (less withdrawals) are at least equal to the number of months started since the Policy Date, times the Base Lapse Protection Premium shown on the Schedule Page, divided by twelve (12), the policy will not enter the Grace Period, even if the Policy Value is less than or equal to zero. Notwithstanding the above, if the amount of outstanding Policy Debt exceeds the Cash Value, this policy will terminate.

GRACE PERIOD. If, on any Monthly Date, the Policy Value is less than zero, and the Base Lapse Protection provision above is not in effect, You will have a 61-day Grace Period to make a premium payment to continue this policy. The premium required to continue this policy is no more than that which results in a positive Policy Value on the date the Grace Period begins. That amount equals the current Monthly Deductions plus the next two Monthly Deductions.

We will send a written notification 31 days before the end of the Grace Period to the Owner's last known address and any assignee of record according to Our records. Insurance coverage under this policy and any benefits provided by any rider(s) will continue through the Grace Period. If the Insured dies during the Grace Period, any past due Monthly Deductions plus interest at the policy loan rate will be deducted from the death benefit proceeds. The policy will continue in force during the Grace Period. However, if sufficient premium has not been paid by the last day of the Grace Period to continue the policy, it will terminate as of the beginning of the Grace Period. This termination is known as a lapse. Any payments sent by U.S. mail must be postmarked within the Grace Period. Even if You pay Planned Periodic Premiums, the policy could lapse if the Policy Value is not enough to pay the Monthly Deductions. The Grace Period cannot be preempted by policy termination due to excessive loans.

REINSTATEMENT. This policy may be reinstated within five years after it has lapsed while the Insured is alive and if the policy was not surrendered for its Surrender Value.

The following requirements are necessary for Reinstatement:

- (1) the Insured provides Us with evidence of insurability satisfactory to Us;
- (2) payment of all past due Monthly Deductions has been received by Us up until the start of the Grace Period;
- (3) payment of a premium has been received by Us sufficient to keep the policy in force for at least three additional months; and
- (4) repayment or reinstatement of any Policy Debt, including any unpaid interest as provided in the Loan Interest provision.

The Surrender Charges and the Policy Value (including any interest that would have been credited), will be reinstated as if no lapse in coverage had occurred.

The effective date of a reinstated policy will be the day We approve the reinstatement application.

Upon reinstatement, the Incontestability provision will apply from the effective date of reinstatement. If the policy has been in force for two years, it will be contestable only as to statements made in the reinstatement application, and only for a period of two years after the effective date of reinstatement.

ACCOUNT(S)

The policy contains the following Accounts: Fixed Accounts and certain Index Interest Accounts. You may allocate all or a portion of Your premiums to the Short Term Holding Account, Long Term Fixed Account, or to one or more of the Index Interest Accounts identified on the Schedule Page.

FIXED ACCOUNTS. The policy has two Fixed Accounts: a Short Term Holding Account and a Long Term Fixed Account.

- (1) **Short Term Holding Account.** The Short Term Holding Account is the initial destination for premium payments, less the Percentage of Premium Expense Charge shown on the Schedule Page, prior to allocations to the Long Term Fixed Account and/or Index Interest Accounts. This allocation can occur on succeeding

Premium Allocation Dates. The Short Term Holding Account balance is credited with interest at the end of each Monthly Date after charges and deductions are made.

The Short Term Holding Account Guaranteed Interest Rate is shown on the Schedule Page. At Our discretion, We may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings.

Deductions will be made from the Short Term Holding Account on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc. We reserve the right to establish a minimum balance for amounts in the Short Term Holding Account.

- (2) **Long Term Fixed Account.** All or some of the funds in the Short Term Holding Account may be allocated to the Long Term Fixed Account on a Premium Allocation Date. The Long Term Fixed Account credits interest to the portion of Policy Value allocated to it. The Long Term Fixed Account credits a minimum Guaranteed Interest Rate shown on the Schedule Page. The Long Term Fixed Account may credit interest at a rate in excess of the Long Term Fixed Account Guaranteed Interest Rate.

The Long Term Fixed Account is intended for use for longer term Policy Value accumulation. Each premium allocation to the Long Term Fixed Account creates a Segment within the Long Term Fixed Account. Funds will remain in each Segment for the Segment Term. At the expiry of the Segment Term, the Segment Balance may either be rolled into a new Segment within the Long Term Fixed Account, transferred into the Short Term Holding Account or into new Segments within one or more Index Interest Accounts, or a combination of these options. If We receive no Written Notice from You, at least five business days before the end of a Segment Term for a Segment within a Long Term Fixed Account, with instructions as to how You wish to transfer funds of such an expiring Segment, We will transfer such values into a new Segment within the Long Term Fixed Account.

Interest is credited to each Segment on the Monthly Date. At Our discretion, We will declare a current interest rate periodically that will be guaranteed for twelve months, and which may be greater than the Long Term Fixed Account Guaranteed Interest Rate. Each Segment within the Long Term Fixed Account will be credited with current interest compounded at the end of each Monthly Date after deductions are made.

Deductions will be made from the Long Term Fixed Account on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc.

INDEX INTEREST ACCOUNTS. All or some of the funds in the Short Term Holding Account may be allocated to the Index Interest Accounts on a Premium Allocation Date. The Index Interest Accounts and associated index(indices) are shown on the Schedule Page. The portion of the contract's Policy Value allocated to the Index Interest Accounts may earn interest based on the percentage change(s) in the value(s) of an external index(indices) subject to the Index Interest Account Guaranteed Interest Rate, Participation Rate and Growth Cap. These factors are shown on the Schedule Page.

The Index Interest Accounts are intended for use for longer term Policy Value accumulation. Each premium allocation to an Index Interest Account creates a new Segment within the Index Interest Account. Funds will remain in each Segment for the Segment Term. At the end of the Segment Term, the Segment Balance may either be rolled into a new Segment within the Index Interest Account, transferred into new Segments within one or more other Index Interest Accounts, a new Segment within the Short Term Holding Account, Long Term Fixed Account, or a combination of these options. If We receive no Written Notice from You, at least five business days before the end of the Segment Term for a Segment within the Index Interest Account, with instructions as to how You wish to transfer funds of such an expiring Segment, We will transfer such values into a new Segment within the same Index Interest Account.

Guaranteed interest is credited to each Segment on the Monthly Date. At the expiry of a Segment, index interest may be credited, depending upon the change in the underlying index(indices).

Deductions will be made from the Index Interest Accounts on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc.

We reserve the right to add additional Index Interest Accounts or to stop offering one or more of the Index Interest Accounts at any time. We will notify You regarding adding or deleting Index Interest Accounts by sending You notice to Your last known address. When calculating the change in value of an Index, We use the Closing Value of

the Index. The Closing Value of an Index Interest Account is the value of that Index(indices) as of the close of a trading day of the New York Stock Exchange. If no Closing Value is published for a given day, We will use the Closing Value for the nearest prior trading day for which a Closing Value is published.

DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO AN INDEX. If any index(indices) is discontinued, or the calculation of an index(indices) is substantially changed, We may substitute a comparable index, subject to approval by the insurance supervisory official of the state where this policy ~~is~~ delivered. Prior to such change, We will notify You and any assignee of record at Your last known address.

TRANSFERS

At the end of a Segment Term, Policy Value may be transferred between the various Accounts of the policy. Transfers may be made only on a Transfer Date.

- (1) **Transfer Date.** The Transfer Date is the date a Segment expires, or a Monthly Date in the case of Policy Value being transferred from the Short Term Holding Account. If We change the Transfer Date, We will send You that information in the Annual Report or in other correspondence.
- (2) **Transfers by Written Request.** Your Written Notice to transfer Policy Value at the end of a Segment Term to the Short Term Holding Account, a Segment within the Long Term Fixed Account or to a Segment within one or more of the Index Interest Accounts is effective as of the next Transfer Date. If Your Written Request is received at least five business days prior to the Monthly Date, Your transfer will be effective as of the next Monthly Date. If not, Your transfer will be effective as of the subsequent Monthly Date.
- (3) **Order of Processing.** Transfers among Accounts on a given Transfer Date will be processed in the following order:
 - (a) First, any transfer to the Long Term Fixed Account on the Transfer Date;
 - (b) Then, any transfer from the Long Term Fixed Account will occur.

We reserve the right to impose limits on the amount transferred to or from any Accounts or Segments within the Accounts.

POLICY VALUE

The Policy Value for this contract is equal to the sum of the Policy Values associated with the Short Term Holding Account, Long Term Fixed Account, Index Interest Account(s) and the Loan Account (described below). The Policy Values for the Long Term Fixed Account and the Index Interest Account(s) will be equal to the sum of all Segment Balances for active (non-expired) Segments within these Accounts.

The Policy Value on the Policy Date will be the Initial Premium less the Monthly Deductions for the first month. Monthly Deductions are described in the Policy Factors section and are deducted from each Account (and Segment within an Account) based upon that Account's/Segment's proportion of the total Policy Value. In general, the Policy Value on any subsequent Monthly Date will be calculated as: (a) plus (b), minus (c), minus (d) and plus (e), where:

- (a) is the Policy Value on the preceding Monthly Date;
- (b) are premiums received, less any Percentage of Premium Expense Charges, since the preceding Monthly Date;
- (c) are the Monthly Deductions for the policy;
- (d) is the amount of any partial withdrawal plus any Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (e) is one-month's interest on (a) plus (b), minus (c), minus (d).

In the case of a Monthly Date that is the final day of a Segment Term under one or more of the Index Interest Account(s), additional Index Interest may be added to Policy Value formula above. The calculation of the Index Interest is described below.

On any day other than a Monthly Date, the Policy Value will be calculated as (a) plus (b), minus (c), minus (d), plus (e) using the definitions above, with pro-rata adjustment of interest to reflect the time elapsed since the prior Monthly Date. The Policy Value under the policy will not be less than the minimum values and benefits required by the State where this policy is delivered.

The following paragraphs describe the specific calculation of the Policy Value for the Short-Term Holding Account, Long Term Fixed Account, and the Index Interest Accounts.

Policy Value for the Short Term Holding Account. The Policy Value for the Short Term Holding Account on a Monthly Date is calculated as: (a) plus (b), minus (c), minus (d), minus (e), plus (f), where:

- (a) is the Policy Value of the Short Term Holding Account on the prior Monthly Date;
- (b) are premiums less any Percentage of Premium Expense Charges, plus Policy Debt repayments received since the preceding Monthly Date, plus any transfers from other Account(s) to the Short Term Holding Account since the prior Monthly Date;
- (c) are the Monthly Deductions allocated to the Short Term Holding Account;
- (d) is the amount of any partial withdrawal plus any Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (e) are the amounts of any transfers from the Short Term Holding Account to other Accounts (including the Loan Account) since the prior Monthly Date; and
- (f) is one-month's interest on (a) plus (b), minus (c), minus (d), minus (e).

The interest credited under (f) above will be at a rate declared by Us. This declared interest rate will not be less than the Short Term Holding Account Guaranteed Interest Rate shown on the Schedule Page. Further, on any day other than a Monthly Date, interest will be adjusted on a pro-rata basis to reflect the time elapsed since the prior Monthly Date.

Policy Value for the Long Term Fixed Account. The Policy Value for the Long Term Holding Account is equal to the sum of the Segment Balances for all active Long Term Fixed Account Segments. The Segment Balance for a given Long Term Fixed Account Segment at the start of the Segment is equal to amounts transferred to that Segment, less Monthly Deductions allocated to this Segment (which are called Segment Deductions). The Segment Balance for any given Long Term Fixed Account Segment on any subsequent Monthly Date will be calculated as: (a) minus (b), minus (c), minus (d), plus (e), where:

- (a) is the Segment Balance on the preceding Monthly Date;
- (b) are the Segment Deductions for that Segment;
- (c) is any partial withdrawal plus Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (d) are the amounts of any transfers to the Loan Account since the preceding Monthly Date; and
- (e) is one-month's interest on (a) less (b), less (c), less (d).

The interest credited under (e) above will be at an interest rate declared by Us at the start of the Segment, and will not change for the Segment Term. This interest rate will not be lower than the Long Term Fixed Account Guaranteed Interest Rate shown on the Schedule Page. At the expiry of the Segment, the interest rate used in (e) above may change for newly created Segments. Any interest credited above the Long Term Fixed Account Guaranteed Interest Rate may be adjusted to reflect experience factors such as expenses, taxes, or sources of earnings other than investment earnings.

Policy Value for the Index Interest Accounts. The Policy Values for the Index Interest Accounts are equal to the sum of the respective Segment Balances for all active Index Interest Account Segments. The Segment Balance for a given Index Interest Account Segment at the start of the Segment is equal to amounts transferred to that Segment, less Monthly Deductions allocated to this Segment (which are called Segment Deductions). The Segment Balance for any given Index Interest Account Segment on any subsequent Monthly Date will be calculated as: (a) minus (b), minus (c), minus (d), plus (e), where:

- (a) is the Segment Balance on the preceding Monthly Date;
- (b) are the Segment Deductions for that Segment;
- (c) is any partial withdrawal plus Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (d) are the amounts of any transfers to the Loan Account since the previous Monthly Date; and
- (e) is one-month's interest on (a) less (b), less (c), less (d), at a monthly interest rate equivalent to the Segment Guaranteed Interest Rate shown on the Schedule Page associated with that Index Interest Account.

In addition, at the expiry of a Segment Term, Segment Index Interest may be added to the Segment Balance. Segment Index Interest may not be less than zero, and is calculated as:

(1) x (2), where:

- (1) is the Segment Index Interest Rate (as described in the Schedule Page for the Index Interest Account) expressed as a decimal (e.g., 5% = .05), and
- (2) is the beginning Segment Balance less the sum of all Segment Deductions during the Segment Term just completed and all partial withdrawals, Surrender Charges, partial withdrawal charges, and transfers to the Loan Account occurring during the same Segment Term.

POLICY FACTORS

MONTHLY DEDUCTIONS. The Monthly Deductions for any policy month are the cost of insurance charges for the policy and any riders and the periodic expense charges for the policy and any riders or benefits. Monthly Deductions are allocated to the Short Term Holding Account and active Segments within the Long Term Fixed Account and Index Interest Accounts in proportion to their share of the sum of the Policy Values in these Accounts.

COST OF INSURANCE. The cost of insurance charge for the policy is determined at the beginning of a policy month as: (a) multiplied by the number of thousands of Amount at Risk, which is the result of: (b) minus (c), where:

- (a) is the cost of insurance rate as described in the Cost of Insurance Rates section, expressed per \$1,000 of Amount at Risk;
- (b) is the Death Benefit at the beginning of the month (without reduction by Outstanding Policy Debt) divided by one plus the Long Term Fixed Account Guaranteed Interest Rate (monthly rate), and
- (c) is the Policy Value at the beginning of the policy month, reduced by all Monthly Deductions except for the cost of insurance deduction.

The cost of insurance charge for any rider is calculated according to the provisions of the rider and is deducted proportionately from the Short Term Holding Account and active Segments of the Long Term Fixed Account and Index Interest Accounts based upon their share of the sum of the Policy Values in these Accounts.

COST OF INSURANCE RATES. The monthly cost of insurance rates are based on the Specified Amount and on the Insured's Issue Age, policy year, gender, and Premium Class. Our expectations of Our future persistency, mortality, expense and interest rate experience will be considered in determining the cost of insurance rates. The cost of insurance rates each month per \$1000 of Amount at Risk will not be greater than those shown on the Schedule Page.

We may change the cost of insurance rates on any Monthly Date. We will notify the Owner in writing of any change in the cost of insurance rates. This notice will be given prior to the Monthly Date on which the change becomes effective. Any change in cost of insurance rates will apply to all policies of like benefits, provisions, and size, and of the same Premium Class, gender, and policy year.

The cost of insurance rates for any riders are shown on the Schedule Page.

PERCENTAGE OF PREMIUM EXPENSE CHARGE. An expense charge applies to all premiums paid. The Percentage of Premium Expense Charge is shown on the Schedule Page. We may charge a lower Percentage of Premium Expense Charge than that shown on the Schedule Page in a uniform and nondiscriminatory manner. This charge is not considered a Monthly Deduction.

GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE. Each month, a monthly expense charge is deducted from the Policy Value. This charge is shown on the Schedule Page. This charge is considered a Monthly Deduction assessed proportionately against the Accounts (excluding the Loan Account).

JUVENILE RECLASSIFICATION. For policies issued to juveniles (ages 0-17), We will notify the Insured in writing 60 days prior to the Insured's Attained Age 18 before changing the monthly cost of insurance to a new Premium Class. We will assign the Insured a default Premium Class (Standard Tobacco) if the Insured fails to respond to Our written notification within 60 days. If the Insured responds to Our written notification within 60 days with satisfactory evidence of insurability, the monthly cost of insurance will be based upon the Standard Non-Tobacco Premium Class.

INTEREST RATE. The minimum credited interest rates used in the calculation of the Policy Value may vary according to the Account(s) to which the Policy Value is directed. For each of the Accounts, the applicable guaranteed credited interest rate is shown on the Schedule Page. We may credit a higher interest rate. If We do, the interest rate We credit for that part of the Policy Value that backs any Policy Debt may be less than the interest rate We credit for the remainder of the Policy Value.

POLICY COST FACTORS. We may change the current credited interest rate in the Short Term Holding Account and the Long Term Fixed Account, subject to the Guaranteed Interest Rates shown in the Schedule Page. We may also change the Growth Caps and Participation Rates associated with each of the Index Interest Accounts at the beginning of new Index Interest Segments, subject to the minimum levels of those parameters, which are shown in the Schedule Page. We may change the cost of insurance rates and expense charges subject to the maximum rates and charges shown on the Schedule Page. We will determine actual rates and charges based on variable factors which may include, but are not limited to, Our future expectations of mortality, expenses, interest, persistency, and taxes. Any changes in these cost factors will be determined according to the procedures and standards filed with the insurance supervisory official of the state where this policy is delivered. Any change We make will be on a uniform basis for Insured persons of the same Issue Age, gender, Premium Class, Specified Amount band, and policy year.

ACCESSING POLICY VALUES

Loans, Partial Withdrawals and Surrenders may be subject to income tax and penalty tax.

LOANS. You may obtain a loan by Written Notice using this policy as the sole security for the loan. We may require You to sign a loan agreement. You should consult Your tax advisor before requesting a loan. The maximum loan value is equal to:

- (1) the Cash Value calculated at the date of the loan;
- (2) less any existing Policy Debt;
- (3) less interest on the loan from the date of the loan to the end of the policy year; and
- (4) less the Monthly Deductions times three.

The minimum amount for any loan requested is shown on the Schedule Page. The maximum loan interest rate charged to You is shown on the Schedule Page, or is the maximum percentage allowable under the law in the state where the policy is delivered. We have the option of charging less. A \$50.00 Loan Processing Fee may be deducted from the Policy Value in a uniform and nondiscriminatory manner.

Loan Account. When a policy loan is requested, a Loan Account is established to secure the Policy Debt. Amount(s) equal to the requested loan amount will be transferred proportionately from Accounts with positive value to the Loan Account to secure the loan. Transfers from the Accounts will be taken in amounts based on the proportion of each Account's Policy Value to the total unloaned Policy Value. The value of the Loan Account on the Issue Date is the value of any Policy Debt on the Issue Date. The value of the Loan Account on any day following the Issue Date is equal to:

- (a) the value of the Loan Account as of the prior day;
- (b) plus interest credited on such amount since the prior day based on an interest rate of 4.0% per annum, compounded daily;
- (c) plus any new policy loan since the prior day; and
- (d) minus an adjustment for any Policy Debt repaid and any loan interest paid since the prior day. The adjustment is equal to the value of the Loan Account prior to the repayment times a fraction equal to: the amount of Loan Repayment divided by the outstanding Policy Debt prior to the repayment. The amount of the reduction in the Loan Account will be allocated on the next Premium Allocation Date to the Short Term Holding Account, and then to the Long Term Interest Account and Index Interest Account(s) according to Your current premium allocation instructions.

Any amounts intended for loan repayments must be clearly marked as such or they will be considered as premium payments.

Amounts transferred to the Loan Account from the Index Interest Accounts before the end of a Segment Term for a Segment within an Index Interest Account will not be credited with Segment Index Interest for that Segment Term.

A loan may be paid back in full or in part at any time. Interest charged accrues daily and is due and payable at the end of each Policy Year. If interest is not paid when due, it will be added to the Policy Debt and will bear interest at the rate charged on the loan. Death benefit proceeds and Cash Value paid upon Surrender will be reduced by any outstanding Policy Debt. If the outstanding Policy Debt equals or exceeds the Cash Value, the policy will terminate. We will mail You and any assignee of record a written notice to the last-known address at least 30 days before termination.

We may defer making the loan for up to six months except to pay premiums on any policy in force with Us.

PARTIAL WITHDRAWAL. After the first policy year, You may take a partial withdrawal from the Surrender Value of the policy once per quarter while the policy is in force. The minimum partial withdrawal is shown on the Schedule Page. Any partial withdrawal is subject to the following:

- (1) We must receive Written Notice;
- (2) the partial withdrawal must not exceed 75% of the Surrender Value of the policy;
- (3) a Surrender Charge may be deducted, equal to (i), divided by (ii), the result of which is multiplied by the total Surrender Charge then outstanding where:
 - (i) equals the amount of the partial withdrawal; and
 - (ii) equals the Surrender Value of the policy;
- (4) the Policy Value will be reduced by the amount of the partial withdrawal (prior to deduction of any partial withdrawal charge) plus the Surrender Charge – the reductions will be calculated proportionately across all active Segments within the Accounts;
- (5) a Partial Withdrawal Fee, as shown on the Schedule Page, may be deducted from the amount of a partial withdrawal for every partial withdrawal; and

- (6) no Segment Index Interest is credited to partial withdrawal amounts and associated Surrender Charges and partial withdrawal charges if they are taken from a Segment within any of the Index Interest Accounts before the end of the Segment's Segment Term.

If Death Benefit Option A is in effect, any partial withdrawal will reduce the Specified Amount by the amount of the partial withdrawal plus any Surrender Charge. The remaining Specified Amount may not be less than \$100,000.

We may defer paying a partial withdrawal for up to six months except to pay premiums on any policy in force with Us.

SURRENDER. At any time, You may request the entire Surrender Value. A Surrender is subject to the following:

- (1) We must receive Written Notice;
- (2) a Surrender Charge will be deducted, equal to the Amount shown on the Schedule Page; and
- (3) the Surrender Value will equal the Policy Value minus the Surrender Charge, if any, minus any outstanding Policy Debt. The Surrender Value within 30 days following a Monthly Date will not be less than the value available on the last Monthly Date. Any Surrender Value available under the policy at any time other than on a Monthly Date will be calculated with allowance for lapse of time from the last preceding Monthly Date.

The Surrender Values under the policy are not less than the minimum values and benefits required by law in the state where this policy is delivered.

We may defer paying a Surrender for up to six months except to pay premiums on any policy in force with Us.

Upon Surrender, this policy will terminate and all insurance will stop.

GENERAL PROVISIONS

ENTIRE CONTRACT. This policy is a legal contract that You have entered into with Us. The entire contract consists of:

- (1) this policy;
- (2) any riders;
- (3) any endorsements;
- (4) the attached copy of the application, and any amendments or supplemental application; and
- (5) the applicable Schedule Page(s).

We have relied upon the application(s) in issuing this policy. All statements made in the application for issuance or reinstatement, in the absence of fraud, are representations and not warranties. No statement will cause this policy to be rescinded or be used in defense of a claim unless it is contained in the written application and such statement is attached to this policy. We have assumed all statements to be true and complete. If any are not, We may, subject to the Incontestability provision, have the right to void this policy and send back all premiums paid, minus Policy Debt and any partial withdrawals.

INCONTESTABILITY. Subject to applicable law in the state where this policy is delivered, We will not contest this policy after it has been in force during the lifetime of the Insured for two years from the Issue Date, except for fraud (when permitted by the law of the state where the policy is delivered) and the non-payment of premium. If an increase in benefits or a rider is added after the Issue Date, We will not contest the additional benefits or rider after the increase or rider has been in force during the lifetime of the Insured for two years from the effective date of the increase or rider. For an increase in benefits or added rider, Our right to contest this policy will be limited to the amount of the increase and the evidence provided for such increase. For purposes of this section, increased benefits will include any favorable policy changes requested by You.

If this policy lapses for nonpayment of sufficient premiums and is later reinstated, We will not contest this policy after it has been in force for two years after the effective date of Reinstatement during the Insured's lifetime. We

will not contest this policy based upon any statements in the Reinstatement application if the original Incontestability period has not yet expired. Riders to this policy may have separate incontestability provisions.

POLICY CHANGES. You may request policy changes by sending Written Notice to Us. No change in this policy is valid unless it is in writing and is signed by one of Our Officers. No agent has authority to change the policy or to waive any of its provisions. The policy will be amended or endorsed to reflect any adjustment and its effect upon policy features.

SUICIDE. If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount We will pay is limited to the premiums paid less any Policy Debt and less any partial withdrawals.

If the Insured dies by suicide, while sane or insane, within two years from the effective date of any requested increase in Specified Amount, the amount We will pay for the additional insurance is limited to the cost of insurance (defined in the Cost of Insurance provision) for such additional amount.

MISSTATEMENT OF AGE OR GENDER. If the age or gender of the Insured has been misstated on an application, an adjustment will be made to reflect the correct Age and gender as follows:

- (1) If the misstatement is discovered at death, the death benefit amount will be adjusted based on what the cost of insurance rate as of the most recent Monthly Date would have purchased at the Insured's correct Age and gender.
- (2) If the misstatement is discovered prior to the Insured's death, the Policy Value will be adjusted to reflect the expense charges, Surrender Charges, and cost of insurance rates based on the Insured's correct Age and gender from the Policy Date. Any adjustment for misstatement of Age or gender will not result in termination of the policy prior to the date of death. A mortality charge and benefits will be extrapolated if the correct Age is outside the Issue Age range of this policy.

ASSIGNMENT. You may assign this policy by giving Written Notice. Unless otherwise specified by You, an assignment will be effective the date the Written Notice is signed by You. We will not be responsible for the validity of an assignment. We will not be liable for any payment We make or actions We take before We receive Written Notice of an assignment. An assignment is subject to any Policy Debt.

NONPARTICIPATING POLICY. This policy does not participate in company profits. No policy dividends will be paid under this policy.

COMPUTATIONS. Minimum Policy Values are based on maximum cost of insurance rates, maximum expense charges and the Guaranteed Interest Rate(s) shown on the Schedule Page. All interest rates shown on the Schedule Page are annual effective rates unless otherwise stated.

BASIS OF GUARANTEED VALUES. The values of this policy will not be less than the minimum values and benefits required by state law governing where this policy is delivered. The basis of charges and the method of computation has been filed with the insurance supervisory official of the State where this policy is delivered.

ANNUAL REPORT. At least once a year, We will send You an annual report at no charge. The annual report will provide the following information at a time not more than four months prior to the date of mailing for the period since the last report:

- (1) the beginning and ending date of the current report period;
- (2) the Policy Value, Cash Value and Surrender Value at the beginning of the period;
- (3) the Death Benefit, Policy Value, Policy Debt, Cash Value and Surrender Value at the end of the period;
- ~~(3)-(4)~~ -the amounts that have been credited or debited to the contract during the current report period identified as to type and date;
- (5) the Specified Amount as of the end of the period;

(6) premium payments made, partial withdrawal amounts, Surrender Charges, cost of riders, if any, Monthly Deductions taken and any other charges since the last Annual Report;

~~(6)~~

(7) the amount of any policy loan(s) taken since the last Annual Report; and

(8) notice if the Policy Value is insufficient to maintain the policy in force until the end of the next reporting period.

ILLUSTRATIVE REPORT. You may request a projection of illustrative future benefits and values at any time, There will be no charge for this report on an annual basis. If You request this report more frequently than annually, We will charge a \$30.00 service fee per each additional report.

MATURITY DATE. The policy will mature on the date shown on the Schedule Page. If the Insured is living on the Maturity Date, the Surrender Value will be paid to the Owner, and this policy will terminate.

CONFORMITY WITH STATE LAW. Any provision of the policy that, on the Policy Date, conflicts with the laws of the state where the policy is delivered, is amended to meet the minimum requirements of such laws. The state law where the application for the policy is taken supersedes any conflicting laws of any other state where the Owner may live on or after the Policy Date.

TERMINATION. This policy will terminate and all insurance will stop:

- (1) on the date We receive Written Notice to terminate the policy;
- (2) when a required premium is not received before the end of the Grace Period;
- (3) when the outstanding Policy Debt equals or exceeds the Cash Value;
- (4) when the Insured dies; or
- (5) when this policy matures.

PAYMENT OF POLICY BENEFITS

METHOD OF PAYMENT. Policy benefits will be paid in one sum or under an elected payment plan. Benefits of less than \$2,500 may not be applied under any payment plan. The plans available are listed in the next section.

The proceeds of this policy at the time payment will commence will not be less than those that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants.

PAYMENT PLANS.

- (1) **Installments of Specific Amount (Option 1).** Payment will be made in equal monthly installments of a Specific Amount. They will continue until the benefits with interest are paid. The final payment will not be more than the unpaid balance.
- (2) **Installments of a Specific Period (Option 2).** Payment will be made in equal monthly installments over a period of one to 30 years. Table I shows the amount of each installment for each \$1,000 of benefits.

TABLE I

<u>Years*</u>	<u>Monthly Payment</u>	<u>Years*</u>	<u>Monthly Payment</u>
1	\$84.28	10	\$9.39
2	42.66	15	6.64
3	28.79	20	5.27
4	21.86	25	4.46
5	17.70	30	3.93

* Other years available on request. Payment option rates are based on 2.5% annual interest.

- (3) **Life Income for a Certain Period (Option 3).** Payment will be made in equal monthly installments for a selected certain period. This period may be for 10, 15 or 20 years. They will continue to be made past this period as long as the payee is alive. Table II shows the amount of each payment for each \$1,000 of benefits. They are based on the Age nearest birthday and gender of the payee at the time payments begin. If the payee's Age or gender is misstated, appropriate changes will be made in the remaining payments. We reserve the right to require proof that a payee is living on any payment due date.

TABLE II

Age*	MALE			FEMALE		
	10 Years	15 Years	20 Years	10 Years	15 Years	20 Years
50	\$3.80	\$3.76	\$3.70	\$3.56	\$3.54	\$3.51
51	3.87	3.82	3.76	3.62	3.59	3.56
52	3.94	3.89	3.81	3.68	3.65	3.61
53	4.01	3.96	3.87	3.74	3.72	3.67
54	4.09	4.03	3.94	3.81	3.78	3.73
55	4.17	4.10	4.00	3.89	3.85	3.79
56	4.26	4.18	4.06	3.96	3.92	3.85
57	4.35	4.26	4.13	4.04	3.99	3.92
58	4.45	4.35	4.19	4.13	4.07	3.98
59	4.55	4.44	4.26	4.22	4.15	4.05
60	4.66	4.53	4.33	4.31	4.24	4.12
61	4.77	4.62	4.40	4.41	4.33	4.20
62	4.89	4.72	4.46	4.51	4.42	4.27
63	5.02	4.81	4.53	4.63	4.52	4.34
64	5.15	4.91	4.60	4.74	4.61	4.42
65	5.28	5.02	4.66	4.87	4.72	4.49
66	5.42	5.12	4.72	5.00	4.82	4.56
67	5.57	5.22	4.78	5.14	4.93	4.63
68	5.72	5.33	4.84	5.28	5.04	4.70
69	5.88	5.43	4.89	5.43	5.16	4.77
70	6.05	5.53	4.94	5.59	5.27	4.83
71	6.21	5.63	4.99	5.76	5.39	4.89
72	6.38	5.73	5.03	5.94	5.50	4.95
73	6.56	5.82	5.07	6.12	5.62	5.00
74	6.73	5.91	5.10	6.31	5.73	5.05
75	6.91	6.00	5.13	6.51	5.83	5.09
76	7.09	6.08	5.16	6.71	5.93	5.12
77	7.27	6.15	5.18	6.91	6.03	5.15
78	7.44	6.22	5.20	7.11	6.11	5.18
79	7.61	6.28	5.22	7.31	6.19	5.20
80	7.78	6.34	5.23	7.51	6.27	5.22

*Other ages available on request.

- (4) **Interest Income (Option 4).** We will hold the benefits for an agreed upon period. During this period, We will make monthly interest payments of \$2.46 for each \$1,000 of benefits held by Us. All, but not part of, the benefits may be withdrawn at any time prior to the end of the agreed period. Payment option rates are based on 2.5% annual interest.

PAYMENT PLAN ELECTIONS.

- (1) **Right to Elect Payment Plans.** A request for a payment plan must be in writing. It may be elected by:
- (a) the Owner during the lifetime of the Insured.
 - (b) a primary or contingent Beneficiary to whom benefits become payable, if no election is in effect on the date of death of the Insured.

After a payment plan is effective, it cannot be changed.

- (2) **Effective Date.** A plan elected before the benefits are payable will be effective on the date they become payable. If elected after that time, it will be effective when We receive the request for the election at Our Home Office. The first payment under Options 1, 2 and 3 is due on the date the plan becomes effective. Under Option 4, interest will be calculated from that date with the first payment due one month after the plan becomes effective.
- (3) **Amount and Period Limits.** If monthly payments are less than \$10, We may change the frequency of payments to bring the amount of each payment up to at least \$10. Under Options 1, 2 and 4, no election will be for a period longer than 30 years.
- (4) **Payment Frequency.** Instead of monthly payments, a quarterly, semiannual or annual frequency may be elected.

PAYMENT PLAN RATES. Benefits will earn interest at an annual effective rate of not less than 2.0%. One year after a plan becomes effective and for every year after this rate may be increased upon approval of Our Board of Directors. Under Option 3, no interest in excess of 2.0% annually will be paid after all the installments for the selected certain period have been paid.

PAYEES.

- (1) **Death Benefit.** This benefit will be paid to the Beneficiary(ies). If any Beneficiary dies before the Insured, the interest of that Beneficiary will be paid to the Owner or the Owner's estate unless otherwise requested.
- (2) **Surrender or Maturity Proceeds.** These proceeds will be paid to the Owner.
- (3) **Assignment.** The interest of any payee will be subject to any valid assignment.

CLAIMS OF CREDITORS. So far as permitted by law, no amount payable under this policy will be subject to the claims of creditors of any payee.

DEATH OF PAYEE UNDER PAYMENT PLANS. If the payee dies before receiving the benefits stated under the payment plan elected, We will make a one sum payment to the estate of the payee unless other arrangements have been made in the election. The amount of this payment will be as follows:

- (1) Under Option 1, 2 or 3, it will be the present value at an effective rate of 2.0% annually of any unpaid installments. Under Option 3, this only applies to the unpaid installments for the selected certain period.
- (2) Under Option 4, it will be the unpaid benefits and any accrued interest.

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**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH INDEX-
LINKED INTEREST OPTIONS**

issued by

ZURICH AMERICAN LIFE INSURANCE COMPANY

whose Home Office address is

[Schaumburg, Illinois 60196-6801]

Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]

This policy includes a war risk exclusion.

Proceeds payable upon the earlier of the death of the Insured or the Insured's Attained Age 121. Adjustable Death Benefit. Flexible premiums payable during the lifetime of the Insured to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease due to changes in interest credited to the Accounts, expense and cost of insurance charges. Index Interest Account credits (if any) are based on growth rates of an external index(indices) and are applied at the expiry of the applicable Index Interest Account Segment.

The policy does not directly participate in any stock, bond or equity investments. Base Lapse Protection Period (available if shown on the Schedule Page), and [3] Year Minimum Premium Provision.

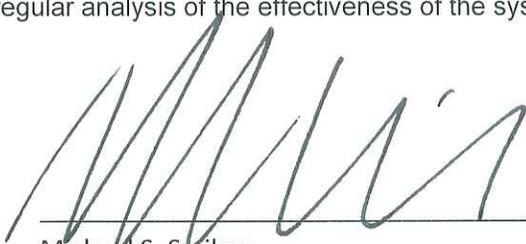
Nonparticipating/No Policy Dividends.

ARKANSAS EXTERNAL INDEXED GUIDELINES CERTIFICATION

Zurich American Life Insurance Company

On behalf of Zurich American Life Insurance Company ("Company"), I certify that the Company complies with the requirements of the Arkansas External Indexed Guidelines and that:

1. The Company will provide a contract summary disclosure no later than the completion of the application for the policy and as described on pages 2-3 of the Arkansas External Indexed Guidelines and that the Company has reviewed the contract summary disclosure to assure it is not deceptive, confusing or misleading and that the contract summary contains all the items prescribed in the Guidelines.
2. The Company maintains a record of all advertising and marketing material used with the product, so that such material may be available for review by the Department upon request.
3. Any person who is not trained and qualified to sell the product will not solicit the policy.
4. The Company will address the external-indexed form separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.
5. The Company will establish and maintain a detailed file defining the system for hedging and that regular analysis of the effectiveness of the system will be made part of that file.



Michael S. Smiley
Senior Assistant General Counsel and
Assistant Secretary

May 12, 2011

Date

SERFF Tracking Number: MLLM-127089333 State: Arkansas
 Filing Company: Zurich American Life Insurance Company State Tracking Number: 48527
 Company Tracking Number: 0146PAL02-11
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options
 Project Name/Number: Zurich American Life Insurance Company/0146PAL02-11

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)
04/01/2011	Form	Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options	05/13/2011	GN IUL121GN-01 Flexible Premium Adjustable Life Insurance Policy with Index-Linked Interest Options 03-25-2011.pdf (Superseded)
03/21/2011	Supporting Document	Flesch Certification	05/13/2011	AR Readability Certification.pdf (Superseded)
03/29/2011	Supporting Document	Statements of Variability	05/13/2011	GN Statement of Variability for Policy Form Number IUL121GN-01 03-29-2011.pdf (Superseded) GN Statement of Variability for Policy Schedule Page For Form Number IUL121GN-01 03-30-2011.pdf (Superseded) Statement of Variability for Auxiliary Forms 03-25-2011.pdf
04/08/2011	Supporting Document	Compliance Certification	05/13/2011	AR Compliance Certification.pdf (Superseded) Arkansas Compliance Certification.pdf (Superseded)

ZURICH AMERICAN LIFE INSURANCE COMPANY

Home Office: [Schaumburg, Illinois 60196-6801]
Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]
Toll Free Telephone Number [(885) 634-6780]

{  } {  }
SECRETARY PRESIDENT

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH
INDEX-LINKED INTEREST OPTIONS**

The benefits, Policy Value, period of coverage and premiums for this policy are on an indeterminate basis. The initial interest rates for the Short Term Holding Account and Long Term Fixed Account are guaranteed only for a limited period of time.

PLEASE READ THIS POLICY AND REVIEW THE APPLICATION CAREFULLY. This policy is a legal contract between You and Zurich American Life Insurance Company. We are issuing this policy based on payment of the Initial Premium and the answers in the application (see attached copy). If all answers are not true and complete, this policy may be affected. If any past medical history has been omitted, please notify Us within ten (10) days from the date this policy is delivered to You.

This is a flexible premium adjustable life insurance policy with index-linked interest options with an adjustable death benefit. We insure the person named as the Insured on the Schedule Page in accordance with the provisions of this policy. We will pay the Death Benefit as described in the Death Benefit provision and in accordance with the Beneficiary provision when We receive due proof of death of the Insured while this policy is in force, subject to the terms of this policy.

RIGHT TO EXAMINE AND CANCEL POLICY.

[20]-DAY RIGHT TO EXAMINE THIS POLICY. You may cancel this policy by delivering or mailing a Written Notice to Zurich American Life Insurance Company, [Schaumburg, Illinois 60196-6801] or sending an e-mail to [life.customer@zurichna.com], or to the agent or agency from whom You purchased the policy and by returning the policy before midnight of the [20]th day after you received the policy. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. The insurer must return all payments, fees and charges, less partial withdrawals made from this policy within [20] days after it receives notice of cancellation and the returned policy.

If returned, the policy or contract will be considered void from the beginning.

This policy includes a war risk exclusion.

Proceeds payable upon the earlier of the death of the Insured or the Insured's Attained Age 121. Adjustable Death Benefit. Flexible premiums payable during the lifetime of the Insured to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease due to changes in interest credited to the Accounts, expense and cost of insurance charges. Index Interest Account credits (if any) are based on growth rates of an external index(indices) and are applied at the expiry of the applicable Index Interest Account Segment.

The policy does not directly participate in any stock, bond or equity investments. Base Lapse Protection Period (available if shown on the Schedule Page), and [3] Year Minimum Premium Provision.

Nonparticipating/No Policy Dividends.

TABLE OF CONTENTS

	Page No.
SCHEDULE PAGE.....	3-10
DEFINITIONS.....	11-12
OWNERSHIP.....	12
BENEFICIARY.....	12-13
DEATH BENEFIT.....	13-14
Minimum Specified Amount.....	14
Change in Specified Amount.....	14
Specified Amount Decrease.....	14
Specified Amount Increase.....	14
EXCLUSIONS.....	15
PREMIUMS.....	15-18
Payment of Premium.....	15
Base Lapse Protection.....	16
Grace Period.....	16
Reinstatement.....	16
ACCOUNTS.....	16-18
Fixed Accounts.....	16
Short Term Holding Account.....	16
Long Term Fixed Account.....	17
Index Interest Accounts.....	17
Discontinuation of or Substantial Change to An Index.....	18
TRANSFERS.....	18
POLICY VALUE.....	18-20
Policy Value for the Short Term Holding Account.....	19
Policy Value for the Long Term Fixed Account.....	19
Policy Value for the Index Interest Accounts.....	20
POLICY FACTORS.....	20-21
Monthly Deductions.....	20
Cost of Insurance.....	20
Cost of Insurance Rates.....	20
Percentage of Premium Expense Charge.....	21
Guaranteed Maximum Monthly Expense Charge.....	21
Juvenile Reclassification.....	21
Interest Rate.....	21
Policy Cost Factors.....	21
ACCESSING POLICY VALUES.....	21-23
Loans.....	21
Loan Account.....	22
Partial Withdrawal.....	22
Surrender.....	23
GENERAL PROVISIONS.....	23-25
Entire Contract.....	23
Incontestability.....	23
Policy Changes.....	24
Suicide.....	24

Misstatement of Age or Gender.....	24
Assignment.....	24
Nonparticipating Policy.....	24
Computations.....	24
Basis of Guaranteed Values.....	24
Annual Report.....	24
Illustrative Report.....	25
Maturity Date.....	25
Conformity with State Law.....	25
Termination.....	25
PAYMENT OF POLICY BENEFITS	25-27
ADDITIONAL BENEFITS (if any)	Inside Back Cover
APPLICATION	Inside Back Cover

ENDORSEMENTS

To be made only by Us at Our Home Office.

SCHEDULE PAGE

Plan: Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options

Policy Number: [1234567890]

Insured: [John Doe]

Issue Age and Gender: [35, Male]

Owner: [John Doe]

Policy Date: [January 15, 2011]

Issue Date: [January 15, 2011]

Maturity Date: [January 15, 2097]

Initial Specified Amount (Excluding Riders): \$[2,500,000]

Minimum Specified Amount: \$[250,000.00]

Premium Class: [Standard Nontobacco]

[Table Extra: [0.0]% extra cost of insurance [(Table 2)]]

[Flat Extra Charge: \$[0.00] per \$1,000 of amount at risk for [3] years]

Basis of Values: 2001 CSO Mortality Table, Gender and Smoker Distinct, Age Nearest Birthday

Planned Periodic Premium: \$[11,816.62]

Premium Allocation Date for the Lifetime of the Contract: The [15]th day of each calendar month

Initial Premium Allocation Percentages:

- [20]% Short Term Holding Account
- [20]% Long Term Fixed Account
- [20]% [S&P500[®] Index Interest Account]
- [20]% [Domestic Multi Index Interest Account]
- [20]% [Global Multi Index Interest Account]

Premium Frequency: [Annually]

Initial Premium: \$[11,816.62]

Minimum Premium: \$[4,754.39] Per Year for the First [3] Policy Years

Base Lapse Protection Premium: \$[6,339.18] Per Year

Base Lapse Protection Period: [10] Years from the Policy Date

[Extended Lapse Protection Premium: \$[6,339.18] Per Year]

[Extended Lapse Protection Period: [10] Years from the Policy Date]

Internal Revenue Code Section 7702 Test: [Guideline Premium Test]

Death Benefit Option: [A]

Issue State: [Any State]

Department of Insurance Telephone Number: [123-456-7890]

The policy may not mature even if Planned Periodic Premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, and there may be changes to the Specified Amount.

At some future time, the Policy Value may not cover the next Monthly Deductions. When that occurs, the policy may enter the Grace Period and will terminate at the end of that period if sufficient premium to cover the Monthly Deductions is not paid before the end of the Grace Period.

Costs of insurance, expense charges, and other charges for riders and endorsements, if any, are shown on the rider schedule page(s).

SCHEDULE PAGE (Continued)

Effective Date:

[January 15, 2011]

Table of Monthly Guaranteed Cost of Insurance Rates Per \$1,000 of Amount At Risk

Age	Policy Year	Rate	Age	Policy Year	Rate	Age	Policy Year	Rate
35	1	0.091	65	31	1.289	95	61	22.266
36	2	0.096	66	32	1.418	96	62	23.649
37	3	0.100	67	33	1.548	97	63	25.124
38	4	0.108	68	34	1.688	98	64	26.698
39	5	0.114	69	35	1.833	99	65	28.378
40	6	0.122	70	36	2.008	100	66	30.175
41	7	0.132	71	37	2.205	101	67	31.601
42	8	0.144	72	38	2.463	102	68	33.120
43	9	0.158	73	39	2.736	103	69	34.737
44	10	0.175	74	40	3.023	104	70	36.457
45	11	0.194	75	41	3.336	105	71	38.261
46	12	0.213	76	42	3.678	106	72	40.179
47	13	0.233	77	43	4.074	107	73	42.218
48	14	0.244	78	44	4.538	108	74	44.386
49	15	0.258	79	45	5.073	109	75	46.688
50	16	0.277	80	46	5.656	110	76	49.133
51	17	0.299	81	47	6.320	111	77	51.728
52	18	0.330	82	48	7.012	112	78	54.483
53	19	0.363	83	49	7.758	113	79	57.409
54	20	0.406	84	50	8.583	114	80	60.513
55	21	0.458	85	51	9.506	115	81	63.806
56	22	0.512	86	52	10.528	116	82	67.299
57	23	0.569	87	53	11.645	117	83	71.004
58	24	0.618	88	54	12.842	118	84	74.935
59	25	0.675	89	55	14.104	119	85	79.102
60	26	0.743	90	56	15.422	120	86	83.333
61	27	0.827	91	57	16.661			
62	28	0.928	92	58	17.953			
63	29	1.043	93	59	19.315			
64	30	1.163	94	60	20.754			

The monthly guaranteed cost of insurance rates shown above are based on the 2001 Commissioner's Standard Ordinary Smoker/Nonsmoker Mortality Table, Age Nearest Birthday and the Insured's gender and Premium Class at issue. Actual monthly cost of insurance rates will be determined by Us based on Our expectations as to future experience. However, these actual costs of insurance rate will not be greater than those shown above.

The Monthly Guaranteed Cost of Insurance rates shown above assume a Premium Class at or prior to age 15 (if applicable) representing a composite rate as reflected in the 2001 CSO, Age-Nearest Birthday, Gender-Distinct, Ultimate Mortality Table. For ages 16-17, the Monthly Guaranteed Cost of Insurance rates are based upon the 2001 CSO Non-Smoker Mortality Table, Age-Nearest Birthday, Sex-Distinct rates. Prior to the Policy Anniversary nearest the Insured's age 18, the Owner will be asked by Us to provide written certification to Us that the Insured remains a non-tobacco user. If We do not receive written certification of the continued non-tobacco status of the Insured by attained age 18, the Monthly Guaranteed Cost of Insurance rates will change to reflect a Tobacco Premium Class. A new set of Schedule Pages will be sent to You in such a case.

SCHEDULE PAGE (Continued)

Expense Charges

Guaranteed Maximum Monthly Expense Charges:	\$7.50 Per Policy
Percent of Premium Expense Charges (Guaranteed Maximum):	7.5% on All Premium Received in All Policy Years
Guaranteed Monthly Policy Load Per \$1,000 Specified Amount:	[\$0.18] For First 10 Years, [\$0.18] Thereafter

TABLE OF SURRENDER CHARGES FOR POLICY SURRENDER

Year	Charge
1	\$38,701.00
2	36,291.00
3	33,828.00
4	31,318.00
5	28,757.00
6	26,141.00
7	23,474.00
8	20,751.00
9	17,973.00
10	15,138.00
11	12,241.00
12	9,282.00
13	6,256.00
14	3,163.00
15 and thereafter	0.00

[Lapse Protection Period Extension Rider Charge:	[\$0.00] Per \$1000 of Amount at Risk]
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SCHEDULE PAGE (Continued)

Effective Date:

[January 15, 2011]

Death Benefit Factors As A Percentage of Policy Value Table

Attained		Attained		Attained		Attained	
Age	Percentage	Age	Percentage	Age	Percentage	Age	Percentage
0	250	31	250	62	126	92	103
1	250	32	250	63	124	93	102
2	250	33	250	64	122	94	101
3	250	34	250	65	120	95	101
4	250	35	250	66	119	96	101
5	250	36	250	67	118	97	101
6	250	37	250	68	117	98	101
7	250	38	250	69	116	99	101
8	250	39	250	70	115	100	101
9	250	40	250	71	113	101	101
10	250	41	243	72	111	102	101
11	250	42	236	73	109	103	101
12	250	43	229	74	107	104	101
13	250	44	222	75	105	105	101
14	250	45	215	76	105	106	101
15	250	46	209	77	105	107	101
16	250	47	203	78	105	108	101
17	250	48	197	79	105	109	101
18	250	49	191	80	105	110	101
19	250	50	185	81	105	111	101
20	250	51	178	82	105	112	101
21	250	52	171	83	105	113	101
22	250	53	164	84	105	114	101
23	250	54	157	85	105	115	101
24	250	55	150	86	105	116	101
25	250	56	146	87	105	117	101
26	250	57	142	88	105	118	101
27	250	58	138	89	105	119	101
28	250	59	134	90	105	120	101
29	250	60	130	91	104	121	101
30	250	61	128				

SCHEDULE PAGE (Continued)

Short Term Holding Account Guaranteed Interest Rate:	[0.0]% Per Year
Long Term Fixed Account Guaranteed Interest Rate for First Segment, Policy Year 1:	[5.0]% Year 1 (Equivalent to [0.40741]% Per Month)
Long Term Fixed Account Guaranteed Interest Rate Thereafter:	[2.0]% Per Year (Equivalent to [0.16516]% Per Month)
Long Term Fixed Account Segment Term:	[1] Year
[S&P 500® Index Interest Account] Guaranteed Interest Rate:	[1.0]% Per Year (Equivalent to [0.08295]% Per Month)
[Domestic Multi Index Interest Account] Guaranteed Interest Rate:	[0.0]% Per Year ([0.0]% Per Month)
[Global Multi Index Interest Account] Guaranteed Interest Rate:	[0.0]% Per Year ([0.0]% Per Month)
Minimum Increase in Specified Amount:	[\$50,000.00]
Minimum Decrease in Specified Amount:	[\$25,000.00]
Minimum Planned Periodic Premium:	[\$200.00]
Minimum Partial Withdrawal Amount:	[\$2,000.00]
Maximum Partial Withdrawal Fee:	[\$50.00]
Maximum Attained Age for an Increase:	[80]
Maximum Loan Interest Rate Charged for the First 9 Policy Years:	[8.0]% Annual Effective Rate In Arrears
Maximum Loan Interest Rate Charged for the 10th Policy Year and Thereafter:	[8.0]% Annual Effective Rate In Arrears
Minimum Loan Amount:	[\$500.00]

SCHEDULE PAGE (Continued)

S&P 500® INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[1.0]% Per Year (Equivalent to [0.08295]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the S&P 500® Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Index. [The Index is the Standard & Poor's 500®* Composite Stock Price Index, excluding dividends].

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Index during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

- a = Index Growth Rate
- b = Participation Rate
- c = Growth Cap
- d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate, the Index Growth Rate for that Segment Term is calculated as $[(B \div A) - 1] \times 100\%$, where:

- A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and
- B = the Closing Value of the Index as of the end of the last day of the Segment Term.

Participation Rate. This is the percentage of the Index Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

DOMESTIC MULTI INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[0.0]% Per Year (Equivalent to [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Domestic Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. [The Domestic Multi Index Interest Account is a multi-index-based Account featuring three domestic U.S. indices: S&P 500^{®*} Index; Dow Jones-UBS Commodity IndexSM; and the Russell 2000 Index[®], excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Domestic Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

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SCHEDULE PAGE (Continued)

GLOBAL MULTI INDEX INTEREST ACCOUNT

Segment Term:	[1] Year
Segment Guaranteed Interest Rate:	[0.0]% Per Year (Equivalent to [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	[60]% for the Segment Term
Guaranteed Minimum Growth Cap:	[3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Global Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. [The Global Multi Index Interest Account is a multi-index-based Account featuring three global indices: S&P 500[®] Index; MSCI Emerging Markets Index and the MSCI EAFE Index, excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate and multiplying that Basic Index Growth Rate by [70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by [30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Global Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate, if any. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCCHEDULE PAGE (Continued)

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DEFINITIONS

Defined terms are capitalized throughout this policy.

ATTAINED AGE. Means the Issue Age plus the number of completed policy years. With respect to any increase in the Specified Amount, Attained Age means the Issue Age for the increase plus the number of completed policy years.

CASH VALUE. Means the Policy Value, less the Surrender Charge shown on the Schedule Page.

HOME AREA. Means anywhere within the 50 states of the United States and its territories, the District of Columbia and Canada.

INITIAL PREMIUM. Means the first premium paid on or before delivery of this policy and before the Issue Date. The Initial Premium is the amount required to place the policy in force.

INSURED. Means the person shown on the Schedule Page upon whose life this policy is issued.

ISSUE AGE. Means the Insured's Age as of the nearest birthday on the Policy Date. With respect to any increase in the Specified Amount, Issue Age means the Insured's Age as of the nearest birthday to the date of the increase.

ISSUE DATE. Means the date on which the suicide and incontestability periods begin. If We have received the Initial Premium from You, the Issue Date will also be the date when You have life insurance coverage with Us. If We have not received the Initial Premium from You, You WILL NOT have coverage until the date on which We receive the Initial Premium from You.

MATURITY DATE. Means the date on which this policy will mature as shown on the Schedule Page.

MINIMUM PREMIUM. Means a premium used to define a required level of premium payments during an initial period as shown on the Schedule Page.

MONTHLY DATE. Means the same day of each month as the Policy Date.

MONTHLY DEDUCTIONS. Means charges made against the Policy Value on each Monthly Date for the coverage provided by this policy, expenses, and any attached riders.

OWNER. The natural person or entity who has the rights of ownership of this policy.

PLANNED PERIODIC PREMIUM. Means a level premium You intend to pay at a fixed interval. The Planned Periodic Premium is shown on the Schedule Page.

POLICY DATE. Means the date from which policy months, years and anniversaries are measured. The Policy Date will be determined by Us unless You request a different Policy Date that We approve. If the Issue Date is after the Policy Date or We have not received the Initial Premium from You, You WILL NOT have life insurance coverage on the Policy Date.

POLICY DEBT. Means the sum of all unpaid policy loans, accrued interest on policy loans and carry over loans from a previous policy, if any. If the Policy Debt equals or exceeds the Cash Value, this policy will terminate and have no value, subject to the terms of the Grace Period, Premiums and Reinstatement provisions.

POLICY VALUE. On the Issue Date, is equal to the Initial Premium less the Monthly Deductions for the first month. The Policy Value on any monthly anniversary will be calculated as described in the Policy Values section of this policy.

PREMIUM ALLOCATION DATE. The Monthly Date on which premium payments and any associated credited interest are transferred, in whole or in part, from the Short Term Holding Account to the Long Term Fixed Account and/or Index Interest Account(s). The Premium Allocation Date is shown on the Schedule Page.

SEGMENT. Your policy's value in the Long Term Fixed Account and Index Interest Accounts are divided into Segments based upon the date funds are directed to a Segment. Each new Segment begins on a Monthly Date and expires at the end of the Segment Term period shown in the Schedule Page.

SEGMENT BALANCE. The dollar amount of the Policy Value in a given Segment. The Segment Balance is, as of the end of a Segment month, the Segment Balance at the beginning of a Segment month, minus Monthly Deductions for the month allocated to the Segment, plus monthly Segment Guaranteed Interest credited to the Segment. For Index Interest Accounts, at the end of the final month in the Segment Term, Segment Index Interest (if any) will be added to the Segment Balance.

SEGMENT TERM. The duration of each Account Segment.

SPECIFIED AMOUNT. Means a dollar amount used to determine the death benefit of Your policy. It is shown on the Schedule Page. You may increase or decrease it as described in Your policy.

SURRENDER. Means termination of this policy at Your request for its Surrender Value while the Insured is alive.

SURRENDER CHARGE. Means the charge subtracted from the Policy Value upon the Surrender of this policy and shown on the Schedule Page.

SURRENDER VALUE. Means the Policy Value, minus Surrender Charges, minus any Policy Debt. If the full Surrender Value is withdrawn, this policy will terminate. This termination is known as Surrender.

WE, US, OUR. Means Zurich American Life Insurance Company.

WRITTEN NOTICE. Means information We have received at the address(es) shown on the first page of this policy which is written, is signed by You, and is acceptable to Us.

YOU, YOUR. Means the Owner as shown on the Schedule Page unless changed. The Insured may or may not be the Owner.

OWNERSHIP

The Insured is the Owner unless otherwise stated in the application or later changed. If the Owner dies before the Insured, the successor Owner named in the application is the new Owner. If there is no successor Owner, then the Owner's estate becomes the new Owner. The Owner, or successor or transferee has all rights in this policy. All policy rights will be subject to any assignment and to the rights of any irrevocable Beneficiary. These rights may be exercised only during the lifetime of the Insured.

Subject to any legal or contractual restrictions, Ownership of this policy may be transferred at any time by Written Notice to Us. The transfer will then be effective as of the date it was signed, but it will not apply to any payments We make before the request is received and recorded by Us. Our approval is necessary if the new Owner elects a decrease in the Specified Amount or seeks division of the policy in conjunction with a change of Owner.

BENEFICIARY

The Beneficiary will receive the death benefit proceeds when the Insured dies while this policy is in effect. The primary and any contingent Beneficiaries are named in the application or subsequent Beneficiary forms accepted by Us. If no primary Beneficiary is living when the Insured dies, We will make payment to the contingent Beneficiary. If no contingent Beneficiary is living when the Insured dies, We will pay You or Your estate.

Unless the Beneficiary designation provides otherwise, We will follow these rules:

- (1) We will pay equal shares when more than one Beneficiary of the same class is to share the funds.
- (2) A revocable Beneficiary has no rights in this policy until the Insured dies.
- (3) An irrevocable Beneficiary cannot be changed without his or her consent.
- (4) The interest of any Beneficiary is subject to the rights of any assignee shown on Our records.

You may change the Beneficiary at any time while the Insured is living by sending Written Notice during the lifetime of the Insured. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Written Notice is signed by You. An irrevocable Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. No change is effective until after We have approved it. If approved, it will take effect on the date the Written Notice was signed by You. We will not be liable for any payments We make or action We take before the change is received.

Unless otherwise provided, if any Beneficiary dies within five days after the Insured dies as the result of a common disaster, We will pay the death benefit as if that Beneficiary died first.

A transfer of Ownership by itself will not change the interest of any Beneficiary.

DEATH BENEFIT

We will pay the death benefit proceeds if the Insured dies while this policy is in force, subject to the terms and conditions of this policy. The death benefit is based upon the Death Benefit Option as shown on the Schedule Page.

- (1) Option A. The Policy Value is included in the Specified Amount. If death occurs prior to the Policy Date following the Insured's Attained Age 121, the Death Benefit will be the greater of:
 - (a) the Specified Amount on the date of death; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.
- (2) Option B. The death benefit will be the greater of:
 - (a) the Specified Amount on the date of death, plus the Policy Value; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.
- (3) Option C. The death benefit will be the greater of:
 - (a) the Specified Amount on the date of death, plus the total of all premiums paid into this policy as of the date of death, less the amount of all Partial Withdrawals taken since the Issue Date; or
 - (b) the Policy Value on the date of death multiplied by the percentage at the Insured's Attained Age as shown in the Death Benefit Factors As A Percentage of Policy Value Table on the Schedule Page.

Under all death benefit options, the death benefit will be reduced by any outstanding Policy Debt.

We will pay interest on the death benefit proceeds payable from the date of death to the date of payment. The interest will be at the Two Year Constant Maturity Treasury Rate as published by the Federal Reserve on the date of death, plus additional interest at a rate of 10% annually, until the date the claim is paid, beginning 31 calendar days from the latest of:

- (1) the date We receive due proof of death;
- (2) the date We receive sufficient information to determine Our liability, the extent of the liability, and the appropriate payee legally entitled to the death benefit proceeds payable, less any outstanding Policy Debt; and

(3) the date that legal impediments to payment of death benefit proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:

- (a) the establishment of guardianships and conservatorships;
- (b) the appointment and qualification of trustees, executors and administrators; or
- (c) the submission of information required to satisfy state and federal reporting requirements.

Payment of the death benefit proceeds is subject to the interest of any assignee. Death benefit proceeds paid to satisfy any assignee will be paid in one sum. If no Beneficiary survives, We will pay the death benefit proceeds in one sum to You if living, otherwise to Your estate. You may choose another method of payment with Our consent.

MINIMUM SPECIFIED AMOUNT. The Minimum Specified Amount permitted under the policy is shown on the Schedule Page.

CHANGE IN SPECIFIED AMOUNT. At any time after the first policy year, upon Written Notice by the Owner, the Specified Amount may be changed no more than once per year, subject to the following:

Specified Amount Decrease.

- (1) The minimum decrease amount is \$25,000.
- (2) The new Specified Amount must be at least \$250,000, unless the Specified Amount prior to the decrease was less than the Minimum Specified Amount shown on the Schedule Page. In the event previous partial withdrawals reduce the Specified Amount below \$250,000, We may limit future decreases in Specified Amount.
- (3) Any requested decreases will be effective on the Monthly Date on or next following the receipt of the request by Us. A decrease will be applied in the following order:
 - (a) first against any increase in the Specified Amount beginning with the most recent increase, and then,
 - (b) against the initial Specified Amount.

A decrease in the Specified Amount will decrease any future Minimum Premiums and result in a Surrender Charge equal to a percentage of a full Surrender Charge. This Surrender Charge will be applied on a pro-rata basis across all Segments within all Accounts with balances greater than zero. This percentage will equal the proportion that the Specified Amount Decrease bears to the highest previous Specified Amount before the decrease. The total dollar amount of Surrender Charges will not be reduced by a decrease in the Specified Amount when this pro-rata Surrender Charge is taken into account.

Specified Amount Increase.

- (1) The minimum increase amount is \$50,000.
- (2) A supplemental application must be submitted to Us.
- (3) Any increases will be subject to evidence of insurability satisfactory to Us.
- (4) The effective date of any increase will be the date shown on a supplemental Schedule Page.
- (5) An increase in the Specified Amount will increase future Minimum Premiums and Surrender Charges. Surrender Charges on the increased amount will be calculated based upon the Attained Age at the time of increase and added to those shown on the Schedule Page. Increases in the Insured's Cost of Insurance Charges will be based on the Insured's gender, Premium Class, Specified Amount and age at the time of the increase.

We will send a new Schedule Page to You at Your last known address documenting any changes in the Specified Amount.

EXCLUSIONS

Unless at the time of application the Insured discloses that he or she is an active or inactive member of the military, military reserves, or the National Guard, We will exclude death benefits under this policy if the Insured's death is the result of:

- (1) War or act of war, if the cause of death occurs while the Insured is serving in the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while in such forces or within six months after termination of services in such forces.
- (2) War or an act of war while the Insured is serving in any civilian non-combatant unit serving within the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while serving in such units or within six months after termination of service in such units, whichever is earlier.
- (3) War or an act of war, within two years from the Issue Date of the policy, while the Insured is not serving in the military, naval or air forces of any country, combination of countries or international organization, if the cause of death occurs while the Insured is outside the Home Area, provided such death occurs outside the Home Area or within six months after the Insured's return to the Home Area.

If an exclusion applies, We will pay policy proceeds to the Beneficiary in an amount at least equal to the greater of the gross premiums paid for the policy or the policy reserves, each adjusted for dividends, values, loans, partial withdrawals and surrenders.

PREMIUMS

PAYMENT OF PREMIUM. The Initial Premium is the amount paid on or before delivery of this policy and paid before the Issue Date. The Planned Periodic Premium is shown on the Schedule Page. Even if You pay Planned Periodic Premiums, Your policy could lapse if the Policy Value is not enough to pay the Monthly Deductions. If the amount of premium received by Us is not sufficient to keep the policy in force, the policy will terminate according to the provisions of the policy.

The premium frequency is shown on the Schedule Page and only serves as an indication of Your preference as to probable future frequency of payment. You may change the frequency of Planned Periodic Premium payments at any time. You also may make additional and unscheduled payments at any time before the Maturity Date. However, it is Our right to limit the amount and frequency of premium payments. We reserve the right to require evidence of insurability if You make additional and unscheduled payments at any time before the Maturity Date which result in an increase in Our Amount at Risk. Each premium payment will be allocated to the Short Term Holding Account until the Premium Allocation Date, at which time it will be allocated to the Account(s) You specify, as described in the Policy Value provision.

At all times during the Minimum Premium Period specified on the Schedule Page, You are required to have paid cumulative premiums at least equal to the number of months from the Policy Date, multiplied by the Minimum Premium shown on the Schedule Page, divided by twelve. If You fail to satisfy this requirement within 31 days of Our notification to You, the policy will terminate and any Surrender Value will be paid to You.

If the Internal Revenue Service Code Section 7702 Test is the Guideline Premium Test, We will not accept any premium if it causes the policy to fail the Guideline Premium Requirements for a life insurance policy as defined in Section 7702 of the Internal Revenue Code on the Issue Date. If a premium in excess of the Guideline Premium limitation is received, We will refund the excess amount to the Owner, unless the Owner has given other instructions to Us in writing which We have accepted and acknowledged. However, premium will not be refunded if it is necessary to keep the policy in force.

Premium payments may be made to the administrative office shown on the first page of this policy or to such other place as We may designate. A receipt signed by Our President or Secretary will be provided upon request. In the event no further premiums are paid, coverage will continue subject to the Grace Period provision until the Policy Value is no longer sufficient to cover the Monthly Deductions. We reserve the right to limit the premiums payable under this policy. Such premium limitation will apply to all policyowners in a nondiscriminatory manner.

BASE LAPSE PROTECTION. During the Base Lapse Protection Period shown on the Schedule Page, if premiums paid (less withdrawals) are at least equal to the number of months started since the Policy Date, times the Base Lapse Protection Premium shown on the Schedule Page, divided by twelve (12), the policy will not enter the Grace Period, even if the Policy Value is less than or equal to zero. Notwithstanding the above, if the amount of outstanding Policy Debt exceeds the Cash Value, this policy will terminate.

GRACE PERIOD. If, on any Monthly Date, the Policy Value is less than zero, and the Base Lapse Protection provision above is not in effect, You will have a 61-day Grace Period to make a premium payment to continue this policy. The premium required to continue this policy is no more than that which results in a positive Policy Value on the date the Grace Period begins. That amount equals the current Monthly Deductions plus the next two Monthly Deductions.

We will send a written notification 31 days before the end of the Grace Period to the Owner's last known address and any assignee of record according to Our records. Insurance coverage under this policy and any benefits provided by any rider(s) will continue through the Grace Period. If the Insured dies during the Grace Period, any past due Monthly Deductions plus interest at the policy loan rate will be deducted from the death benefit proceeds. The policy will continue in force during the Grace Period. However, if sufficient premium has not been paid by the last day of the Grace Period to continue the policy, it will terminate as of the beginning of the Grace Period. This termination is known as a lapse. Any payments sent by U.S. mail must be postmarked within the Grace Period. Even if You pay Planned Periodic Premiums, the policy could lapse if the Policy Value is not enough to pay the Monthly Deductions. The Grace Period cannot be preempted by policy termination due to excessive loans.

REINSTATEMENT. This policy may be reinstated within five years after it has lapsed while the Insured is alive and if the policy was not surrendered for its Surrender Value.

The following requirements are necessary for Reinstatement:

- (1) the Insured provides Us with evidence of insurability satisfactory to Us;
- (2) payment of all past due Monthly Deductions has been received by Us up until the start of the Grace Period;
- (3) payment of a premium has been received by Us sufficient to keep the policy in force for at least three additional months; and
- (4) repayment or reinstatement of any Policy Debt, including any unpaid interest as provided in the Loan Interest provision.

The Surrender Charges and the Policy Value (including any interest that would have been credited), will be reinstated as if no lapse in coverage had occurred.

The effective date of a reinstated policy will be the day We approve the reinstatement application.

Upon reinstatement, the Incontestability provision will apply from the effective date of reinstatement. If the policy has been in force for two years, it will be contestable only as to statements made in the reinstatement application, and only for a period of two years after the effective date of reinstatement.

ACCOUNT(S)

The policy contains the following Accounts: Fixed Accounts and certain Index Interest Accounts. You may allocate all or a portion of Your premiums to the Short Term Holding Account, Long Term Fixed Account, or to one or more of the Index Interest Accounts identified on the Schedule Page.

FIXED ACCOUNTS. The policy has two Fixed Accounts: a Short Term Holding Account and a Long Term Fixed Account.

- (1) **Short Term Holding Account.** The Short Term Holding Account is the initial destination for premium payments, less the Percentage of Premium Expense Charge shown on the Schedule Page, prior to allocations to the Long Term Fixed Account and/or Index Interest Accounts. This allocation can occur on succeeding

Premium Allocation Dates. The Short Term Holding Account balance is credited with interest at the end of each Monthly Date after charges and deductions are made.

The Short Term Holding Account Guaranteed Interest Rate is shown on the Schedule Page. At Our discretion, We may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings.

Deductions will be made from the Short Term Holding Account on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc. We reserve the right to establish a minimum balance for amounts in the Short Term Holding Account.

- (2) **Long Term Fixed Account.** All or some of the funds in the Short Term Holding Account may be allocated to the Long Term Fixed Account on a Premium Allocation Date. The Long Term Fixed Account credits interest to the portion of Policy Value allocated to it. The Long Term Fixed Account credits a minimum Guaranteed Interest Rate shown on the Schedule Page. The Long Term Fixed Account may credit interest at a rate in excess of the Long Term Fixed Account Guaranteed Interest Rate.

The Long Term Fixed Account is intended for use for longer term Policy Value accumulation. Each premium allocation to the Long Term Fixed Account creates a Segment within the Long Term Fixed Account. Funds will remain in each Segment for the Segment Term. At the expiry of the Segment Term, the Segment Balance may either be rolled into a new Segment within the Long Term Fixed Account, transferred into the Short Term Holding Account or into new Segments within one or more Index Interest Accounts, or a combination of these options. If We receive no Written Notice from You, at least five business days before the end of a Segment Term for a Segment within a Long Term Fixed Account, with instructions as to how You wish to transfer funds of such an expiring Segment, We will transfer such values into a new Segment within the Long Term Fixed Account.

Interest is credited to each Segment on the Monthly Date. At Our discretion, We will declare a current interest rate periodically that will be guaranteed for twelve months, and which may be greater than the Long Term Fixed Account Guaranteed Interest Rate. Each Segment within the Long Term Fixed Account will be credited with current interest compounded at the end of each Monthly Date after deductions are made.

Deductions will be made from the Long Term Fixed Account on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc.

INDEX INTEREST ACCOUNTS. All or some of the funds in the Short Term Holding Account may be allocated to the Index Interest Accounts on a Premium Allocation Date. The Index Interest Accounts and associated index(indices) are shown on the Schedule Page. The portion of the contract's Policy Value allocated to the Index Interest Accounts may earn interest based on the percentage change(s) in the value(s) of an external index(indices) subject to the Index Interest Account Guaranteed Interest Rate, Participation Rate and Growth Cap. These factors are shown on the Schedule Page.

The Index Interest Accounts are intended for use for longer term Policy Value accumulation. Each premium allocation to an Index Interest Account creates a new Segment within the Index Interest Account. Funds will remain in each Segment for the Segment Term. At the end of the Segment Term, the Segment Balance may either be rolled into a new Segment within the Index Interest Account, transferred into new Segments within one or more other Index Interest Accounts, a new Segment within the Short Term Holding Account, Long Term Fixed Account, or a combination of these options. If We receive no Written Notice from You, at least five business days before the end of the Segment Term for a Segment within the Index Interest Account, with instructions as to how You wish to transfer funds of such an expiring Segment, We will transfer such values into a new Segment within the same Index Interest Account.

Guaranteed interest is credited to each Segment on the Monthly Date. At the expiry of a Segment, index interest may be credited, depending upon the change in the underlying index(indices).

Deductions will be made from the Index Interest Accounts on Monthly Dates for cost of insurance rates, policy expense charges, rider charges, etc.

We reserve the right to add additional Index Interest Accounts or to stop offering one or more of the Index Interest Accounts at any time. We will notify You regarding adding or deleting Index Interest Accounts by sending You notice to Your last known address. When calculating the change in value of an Index, We use the Closing Value of

the Index. The Closing Value of an Index Interest Account is the value of that Index(indices) as of the close of a trading day of the New York Stock Exchange. If no Closing Value is published for a given day, We will use the Closing Value for the nearest prior trading day for which a Closing Value is published.

DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO AN INDEX. If any index(indices) is discontinued, or the calculation of an index(indices) is substantially changed, We may substitute a comparable index, subject to approval by the insurance supervisory official of the state where this policy is delivered. Prior to such change, We will notify You and any assignee of record at Your last known address.

TRANSFERS

At the end of a Segment Term, Policy Value may be transferred between the various Accounts of the policy. Transfers may be made only on a Transfer Date.

- (1) **Transfer Date.** The Transfer Date is the date a Segment expires, or a Monthly Date in the case of Policy Value being transferred from the Short Term Holding Account. If We change the Transfer Date, We will send You that information in the Annual Report or in other correspondence.
- (2) **Transfers by Written Request.** Your Written Notice to transfer Policy Value at the end of a Segment Term to the Short Term Holding Account, a Segment within the Long Term Fixed Account or to a Segment within one or more of the Index Interest Accounts is effective as of the next Transfer Date. If Your Written Request is received at least five business days prior to the Monthly Date, Your transfer will be effective as of the next Monthly Date. If not, Your transfer will be effective as of the subsequent Monthly Date.
- (3) **Order of Processing.** Transfers among Accounts on a given Transfer Date will be processed in the following order:
 - (a) First, any transfer to the Long Term Fixed Account on the Transfer Date;
 - (b) Then, any transfer from the Long Term Fixed Account will occur.

We reserve the right to impose limits on the amount transferred to or from any Accounts or Segments within the Accounts.

POLICY VALUE

The Policy Value for this contract is equal to the sum of the Policy Values associated with the Short Term Holding Account, Long Term Fixed Account, Index Interest Account(s) and the Loan Account (described below). The Policy Values for the Long Term Fixed Account and the Index Interest Account(s) will be equal to the sum of all Segment Balances for active (non-expired) Segments within these Accounts.

The Policy Value on the Policy Date will be the Initial Premium less the Monthly Deductions for the first month. Monthly Deductions are described in the Policy Factors section and are deducted from each Account (and Segment within an Account) based upon that Account's/Segment's proportion of the total Policy Value. In general, the Policy Value on any subsequent Monthly Date will be calculated as: (a) plus (b), minus (c), minus (d) and plus (e), where:

- (a) is the Policy Value on the preceding Monthly Date;
- (b) are premiums received, less any Percentage of Premium Expense Charges, since the preceding Monthly Date;
- (c) are the Monthly Deductions for the policy;
- (d) is the amount of any partial withdrawal plus any Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (e) is one-month's interest on (a) plus (b), minus (c), minus (d).

In the case of a Monthly Date that is the final day of a Segment Term under one or more of the Index Interest Account(s), additional Index Interest may be added to Policy Value formula above. The calculation of the Index Interest is described below.

On any day other than a Monthly Date, the Policy Value will be calculated as (a) plus (b), minus (c), minus (d), plus (e) using the definitions above, with pro-rata adjustment of interest to reflect the time elapsed since the prior Monthly Date. The Policy Value under the policy will not be less than the minimum values and benefits required by the State where this policy is delivered.

The following paragraphs describe the specific calculation of the Policy Value for the Short-Term Holding Account, Long Term Fixed Account, and the Index Interest Accounts.

Policy Value for the Short Term Holding Account. The Policy Value for the Short Term Holding Account on a Monthly Date is calculated as: (a) plus (b), minus (c), minus (d), minus (e), plus (f), where:

- (a) is the Policy Value of the Short Term Holding Account on the prior Monthly Date;
- (b) are premiums less any Percentage of Premium Expense Charges, plus Policy Debt repayments received since the preceding Monthly Date, plus any transfers from other Account(s) to the Short Term Holding Account since the prior Monthly Date;
- (c) are the Monthly Deductions allocated to the Short Term Holding Account;
- (d) is the amount of any partial withdrawal plus any Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (e) are the amounts of any transfers from the Short Term Holding Account to other Accounts (including the Loan Account) since the prior Monthly Date; and
- (f) is one-month's interest on (a) plus (b), minus (c), minus (d), minus (e).

The interest credited under (f) above will be at a rate declared by Us. This declared interest rate will not be less than the Short Term Holding Account Guaranteed Interest Rate shown on the Schedule Page. Further, on any day other than a Monthly Date, interest will be adjusted on a pro-rata basis to reflect the time elapsed since the prior Monthly Date.

Policy Value for the Long Term Fixed Account. The Policy Value for the Long Term Holding Account is equal to the sum of the Segment Balances for all active Long Term Fixed Account Segments. The Segment Balance for a given Long Term Fixed Account Segment at the start of the Segment is equal to amounts transferred to that Segment, less Monthly Deductions allocated to this Segment (which are called Segment Deductions). The Segment Balance for any given Long Term Fixed Account Segment on any subsequent Monthly Date will be calculated as: (a) minus (b), minus (c), minus (d), plus (e), where:

- (a) is the Segment Balance on the preceding Monthly Date;
- (b) are the Segment Deductions for that Segment;
- (c) is any partial withdrawal plus Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (d) are the amounts of any transfers to the Loan Account since the preceding Monthly Date; and
- (e) is one-month's interest on (a) less (b), less (c), less (d).

The interest credited under (e) above will be at an interest rate declared by Us at the start of the Segment, and will not change for the Segment Term. This interest rate will not be lower than the Long Term Fixed Account Guaranteed Interest Rate shown on the Schedule Page. At the expiry of the Segment, the interest rate used in (e) above may change for newly created Segments. Any interest credited above the Long Term Fixed Account Guaranteed Interest Rate may be adjusted to reflect experience factors such as expenses, taxes, or sources of earnings other than investment earnings.

Policy Value for the Index Interest Accounts. The Policy Values for the Index Interest Accounts are equal to the sum of the respective Segment Balances for all active Index Interest Account Segments. The Segment Balance for a given Index Interest Account Segment at the start of the Segment is equal to amounts transferred to that Segment, less Monthly Deductions allocated to this Segment (which are called Segment Deductions). The Segment Balance for any given Index Interest Account Segment on any subsequent Monthly Date will be calculated as: (a) minus (b), minus (c), minus (d), plus (e), where:

- (a) is the Segment Balance on the preceding Monthly Date;
- (b) are the Segment Deductions for that Segment;
- (c) is any partial withdrawal plus Surrender Charge and partial withdrawal charges since the preceding Monthly Date;
- (d) are the amounts of any transfers to the Loan Account since the previous Monthly Date; and
- (e) is one-month's interest on (a) less (b), less (c), less (d), at a monthly interest rate equivalent to the Segment Guaranteed Interest Rate shown on the Schedule Page associated with that Index Interest Account.

In addition, at the expiry of a Segment Term, Segment Index Interest may be added to the Segment Balance. Segment Index Interest may not be less than zero, and is calculated as:

(1) x (2), where:

- (1) is the Segment Index Interest Rate (as described in the Schedule Page for the Index Interest Account) expressed as a decimal (e.g., 5% = .05), and
- (2) is the beginning Segment Balance less the sum of all Segment Deductions during the Segment Term just completed and all partial withdrawals, Surrender Charges, partial withdrawal charges, and transfers to the Loan Account occurring during the same Segment Term.

POLICY FACTORS

MONTHLY DEDUCTIONS. The Monthly Deductions for any policy month are the cost of insurance charges for the policy and any riders and the periodic expense charges for the policy and any riders or benefits. Monthly Deductions are allocated to the Short Term Holding Account and active Segments within the Long Term Fixed Account and Index Interest Accounts in proportion to their share of the sum of the Policy Values in these Accounts.

COST OF INSURANCE. The cost of insurance charge for the policy is determined at the beginning of a policy month as: (a) multiplied by the number of thousands of Amount at Risk, which is the result of: (b) minus (c), where:

- (a) is the cost of insurance rate as described in the Cost of Insurance Rates section, expressed per \$1,000 of Amount at Risk;
- (b) is the Death Benefit at the beginning of the month (without reduction by Outstanding Policy Debt) divided by one plus the Long Term Fixed Account Guaranteed Interest Rate (monthly rate), and
- (c) is the Policy Value at the beginning of the policy month, reduced by all Monthly Deductions except for the cost of insurance deduction.

The cost of insurance charge for any rider is calculated according to the provisions of the rider and is deducted proportionately from the Short Term Holding Account and active Segments of the Long Term Fixed Account and Index Interest Accounts based upon their share of the sum of the Policy Values in these Accounts.

COST OF INSURANCE RATES. The monthly cost of insurance rates are based on the Specified Amount and on the Insured's Issue Age, policy year, gender, and Premium Class. Our expectations of Our future persistency, mortality, expense and interest rate experience will be considered in determining the cost of insurance rates. The cost of insurance rates each month per \$1000 of Amount at Risk will not be greater than those shown on the Schedule Page.

We may change the cost of insurance rates on any Monthly Date. We will notify the Owner in writing of any change in the cost of insurance rates. This notice will be given prior to the Monthly Date on which the change becomes effective. Any change in cost of insurance rates will apply to all policies of like benefits, provisions, and size, and of the same Premium Class, gender, and policy year.

The cost of insurance rates for any riders are shown on the Schedule Page.

PERCENTAGE OF PREMIUM EXPENSE CHARGE. An expense charge applies to all premiums paid. The Percentage of Premium Expense Charge is shown on the Schedule Page. We may charge a lower Percentage of Premium Expense Charge than that shown on the Schedule Page in a uniform and nondiscriminatory manner. This charge is not considered a Monthly Deduction.

GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE. Each month, a monthly expense charge is deducted from the Policy Value. This charge is shown on the Schedule Page. This charge is considered a Monthly Deduction assessed proportionately against the Accounts (excluding the Loan Account).

JUVENILE RECLASSIFICATION. For policies issued to juveniles (ages 0-17), We will notify the Insured in writing 60 days prior to the Insured's Attained Age 18 before changing the monthly cost of insurance to a new Premium Class. We will assign the Insured a default Premium Class (Standard Tobacco) if the Insured fails to respond to Our written notification within 60 days. If the Insured responds to Our written notification within 60 days with satisfactory evidence of insurability, the monthly cost of insurance will be based upon the Standard Non-Tobacco Premium Class.

INTEREST RATE. The minimum credited interest rates used in the calculation of the Policy Value may vary according to the Account(s) to which the Policy Value is directed. For each of the Accounts, the applicable guaranteed credited interest rate is shown on the Schedule Page. We may credit a higher interest rate. If We do, the interest rate We credit for that part of the Policy Value that backs any Policy Debt may be less than the interest rate We credit for the remainder of the Policy Value.

POLICY COST FACTORS. We may change the current credited interest rate in the Short Term Holding Account and the Long Term Fixed Account, subject to the Guaranteed Interest Rates shown in the Schedule Page. We may also change the Growth Caps and Participation Rates associated with each of the Index Interest Accounts at the beginning of new Index Interest Segments, subject to the minimum levels of those parameters, which are shown in the Schedule Page. We may change the cost of insurance rates and expense charges subject to the maximum rates and charges shown on the Schedule Page. We will determine actual rates and charges based on variable factors which may include, but are not limited to, Our future expectations of mortality, expenses, interest, persistency, and taxes. Any changes in these cost factors will be determined according to the procedures and standards filed with the insurance supervisory official of the state where this policy is delivered. Any change We make will be on a uniform basis for Insured persons of the same Issue Age, gender, Premium Class, Specified Amount band, and policy year.

ACCESSING POLICY VALUES

Loans, Partial Withdrawals and Surrenders may be subject to income tax and penalty tax.

LOANS. You may obtain a loan by Written Notice using this policy as the sole security for the loan. We may require You to sign a loan agreement. You should consult Your tax advisor before requesting a loan. The maximum loan value is equal to:

- (1) the Cash Value calculated at the date of the loan;
- (2) less any existing Policy Debt;
- (3) less interest on the loan from the date of the loan to the end of the policy year; and
- (4) less the Monthly Deductions times three.

The minimum amount for any loan requested is shown on the Schedule Page. The maximum loan interest rate charged to You is shown on the Schedule Page, or is the maximum percentage allowable under the law in the state where the policy is delivered. We have the option of charging less. A \$50.00 Loan Processing Fee may be deducted from the Policy Value in a uniform and nondiscriminatory manner.

Loan Account. When a policy loan is requested, a Loan Account is established to secure the Policy Debt. Amount(s) equal to the requested loan amount will be transferred proportionately from Accounts with positive value to the Loan Account to secure the loan. Transfers from the Accounts will be taken in amounts based on the proportion of each Account's Policy Value to the total unloaned Policy Value. The value of the Loan Account on the Issue Date is the value of any Policy Debt on the Issue Date. The value of the Loan Account on any day following the Issue Date is equal to:

- (a) the value of the Loan Account as of the prior day;
- (b) plus interest credited on such amount since the prior day based on an interest rate of 4.0% per annum, compounded daily;
- (c) plus any new policy loan since the prior day; and
- (d) minus an adjustment for any Policy Debt repaid and any loan interest paid since the prior day. The adjustment is equal to the value of the Loan Account prior to the repayment times a fraction equal to: the amount of Loan Repayment divided by the outstanding Policy Debt prior to the repayment. The amount of the reduction in the Loan Account will be allocated on the next Premium Allocation Date to the Short Term Holding Account, and then to the Long Term Interest Account and Index Interest Account(s) according to Your current premium allocation instructions.

Any amounts intended for loan repayments must be clearly marked as such or they will be considered as premium payments.

Amounts transferred to the Loan Account from the Index Interest Accounts before the end of a Segment Term for a Segment within an Index Interest Account will not be credited with Segment Index Interest for that Segment Term.

A loan may be paid back in full or in part at any time. Interest charged accrues daily and is due and payable at the end of each Policy Year. If interest is not paid when due, it will be added to the Policy Debt and will bear interest at the rate charged on the loan. Death benefit proceeds and Cash Value paid upon Surrender will be reduced by any outstanding Policy Debt. If the outstanding Policy Debt equals or exceeds the Cash Value, the policy will terminate. We will mail You and any assignee of record a written notice to the last-known address at least 30 days before termination.

We may defer making the loan for up to six months except to pay premiums on any policy in force with Us.

PARTIAL WITHDRAWAL. After the first policy year, You may take a partial withdrawal from the Surrender Value of the policy once per quarter while the policy is in force. The minimum partial withdrawal is shown on the Schedule Page. Any partial withdrawal is subject to the following:

- (1) We must receive Written Notice;
- (2) the partial withdrawal must not exceed 75% of the Surrender Value of the policy;
- (3) a Surrender Charge may be deducted, equal to (i), divided by (ii), the result of which is multiplied by the total Surrender Charge then outstanding where:
 - (i) equals the amount of the partial withdrawal; and
 - (ii) equals the Surrender Value of the policy;
- (4) the Policy Value will be reduced by the amount of the partial withdrawal (prior to deduction of any partial withdrawal charge) plus the Surrender Charge – the reductions will be calculated proportionately across all active Segments within the Accounts;
- (5) a Partial Withdrawal Fee, as shown on the Schedule Page, may be deducted from the amount of a partial withdrawal for every partial withdrawal; and

- (6) no Segment Index Interest is credited to partial withdrawal amounts and associated Surrender Charges and partial withdrawal charges if they are taken from a Segment within any of the Index Interest Accounts before the end of the Segment's Segment Term.

If Death Benefit Option A is in effect, any partial withdrawal will reduce the Specified Amount by the amount of the partial withdrawal plus any Surrender Charge. The remaining Specified Amount may not be less than \$100,000.

We may defer paying a partial withdrawal for up to six months except to pay premiums on any policy in force with Us.

SURRENDER. At any time, You may request the entire Surrender Value. A Surrender is subject to the following:

- (1) We must receive Written Notice;
- (2) a Surrender Charge will be deducted, equal to the Amount shown on the Schedule Page; and
- (3) the Surrender Value will equal the Policy Value minus the Surrender Charge, if any, minus any outstanding Policy Debt. The Surrender Value within 30 days following a Monthly Date will not be less than the value available on the last Monthly Date. Any Surrender Value available under the policy at any time other than on a Monthly Date will be calculated with allowance for lapse of time from the last preceding Monthly Date.

The Surrender Values under the policy are not less than the minimum values and benefits required by law in the state where this policy is delivered.

We may defer paying a Surrender for up to six months except to pay premiums on any policy in force with Us.

Upon Surrender, this policy will terminate and all insurance will stop.

GENERAL PROVISIONS

ENTIRE CONTRACT. This policy is a legal contract that You have entered into with Us. The entire contract consists of:

- (1) this policy;
- (2) any riders;
- (3) any endorsements;
- (4) the attached copy of the application, and any amendments or supplemental application; and
- (5) the applicable Schedule Page(s).

We have relied upon the application(s) in issuing this policy. All statements made in the application for issuance or reinstatement, in the absence of fraud, are representations and not warranties. No statement will cause this policy to be rescinded or be used in defense of a claim unless it is contained in the written application and such statement is attached to this policy. We have assumed all statements to be true and complete. If any are not, We may, subject to the Incontestability provision, have the right to void this policy and send back all premiums paid, minus Policy Debt and any partial withdrawals.

INCONTESTABILITY. Subject to applicable law in the state where this policy is delivered, We will not contest this policy after it has been in force during the lifetime of the Insured for two years from the Issue Date, except for fraud (when permitted by the law of the state where the policy is delivered) and the non-payment of premium. If an increase in benefits or a rider is added after the Issue Date, We will not contest the additional benefits or rider after the increase or rider has been in force during the lifetime of the Insured for two years from the effective date of the increase or rider. For an increase in benefits or added rider, Our right to contest this policy will be limited to the amount of the increase and the evidence provided for such increase. For purposes of this section, increased benefits will include any favorable policy changes requested by You.

If this policy lapses for nonpayment of sufficient premiums and is later reinstated, We will not contest this policy after it has been in force for two years after the effective date of Reinstatement during the Insured's lifetime. We

will not contest this policy based upon any statements in the Reinstatement application if the original Incontestability period has not yet expired. Riders to this policy may have separate incontestability provisions.

POLICY CHANGES. You may request policy changes by sending Written Notice to Us. No change in this policy is valid unless it is in writing and is signed by one of Our Officers. No agent has authority to change the policy or to waive any of its provisions. The policy will be amended or endorsed to reflect any adjustment and its effect upon policy features.

SUICIDE. If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount We will pay is limited to the premiums paid less any Policy Debt and less any partial withdrawals.

If the Insured dies by suicide, while sane or insane, within two years from the effective date of any requested increase in Specified Amount, the amount We will pay for the additional insurance is limited to the cost of insurance (defined in the Cost of Insurance provision) for such additional amount.

MISSTATEMENT OF AGE OR GENDER. If the age or gender of the Insured has been misstated on an application, an adjustment will be made to reflect the correct Age and gender as follows:

- (1) If the misstatement is discovered at death, the death benefit amount will be adjusted based on what the cost of insurance rate as of the most recent Monthly Date would have purchased at the Insured's correct Age and gender.
- (2) If the misstatement is discovered prior to the Insured's death, the Policy Value will be adjusted to reflect the expense charges, Surrender Charges, and cost of insurance rates based on the Insured's correct Age and gender from the Policy Date. Any adjustment for misstatement of Age or gender will not result in termination of the policy prior to the date of death. A mortality charge and benefits will be extrapolated if the correct Age is outside the Issue Age range of this policy.

ASSIGNMENT. You may assign this policy by giving Written Notice. Unless otherwise specified by You, an assignment will be effective the date the Written Notice is signed by You. We will not be responsible for the validity of an assignment. We will not be liable for any payment We make or actions We take before We receive Written Notice of an assignment. An assignment is subject to any Policy Debt.

NONPARTICIPATING POLICY. This policy does not participate in company profits. No policy dividends will be paid under this policy.

COMPUTATIONS. Minimum Policy Values are based on maximum cost of insurance rates, maximum expense charges and the Guaranteed Interest Rate(s) shown on the Schedule Page. All interest rates shown on the Schedule Page are annual effective rates unless otherwise stated.

BASIS OF GUARANTEED VALUES. The values of this policy will not be less than the minimum values and benefits required by state law governing where this policy is delivered. The basis of charges and the method of computation has been filed with the insurance supervisory official of the State where this policy is delivered.

ANNUAL REPORT. At least once a year, We will send You an annual report at no charge. The annual report will provide the following information at a time not more than four months prior to the date of mailing for the period since the last report:

- (1) the beginning and ending date of the current report period;
- (2) the Policy Value, Cash Value and Surrender Value at the beginning of the period;
- (3) the Death Benefit, Policy Value, Policy Debt, Cash Value and Surrender Value at the end of the period;
- (4) the Specified Amount as of the end of the period;
- (5) premium payments made, partial withdrawal amounts, Surrender Charges, cost of riders, if any, Monthly Deductions taken and any other charges since the last Annual Report;
- (6) the amount of any policy loan(s) taken since the last Annual Report; and

(7) notice if the Policy Value is insufficient to maintain the policy in force until the end of the next reporting period.

ILLUSTRATIVE REPORT. You may request a projection of illustrative future benefits and values at any time, There will be no charge for this report on an annual basis. If You request this report more frequently than annually, We will charge a \$30.00 service fee per each additional report.

MATURITY DATE. The policy will mature on the date shown on the Schedule Page. If the Insured is living on the Maturity Date, the Surrender Value will be paid to the Owner, and this policy will terminate.

CONFORMITY WITH STATE LAW. Any provision of the policy that, on the Policy Date, conflicts with the laws of the state where the policy is delivered, is amended to meet the minimum requirements of such laws. The state law where the application for the policy is taken supersedes any conflicting laws of any other state where the Owner may live on or after the Policy Date.

TERMINATION. This policy will terminate and all insurance will stop:

- (1) on the date We receive Written Notice to terminate the policy;
- (2) when a required premium is not received before the end of the Grace Period;
- (3) when the outstanding Policy Debt equals or exceeds the Cash Value;
- (4) when the Insured dies; or
- (5) when this policy matures.

PAYMENT OF POLICY BENEFITS

METHOD OF PAYMENT. Policy benefits will be paid in one sum or under an elected payment plan. Benefits of less than \$2,500 may not be applied under any payment plan. The plans available are listed in the next section.

The proceeds of this policy at the time payment will commence will not be less than those that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants.

PAYMENT PLANS.

- (1) **Installments of Specific Amount (Option 1).** Payment will be made in equal monthly installments of a Specific Amount. They will continue until the benefits with interest are paid. The final payment will not be more than the unpaid balance.
- (2) **Installments of a Specific Period (Option 2).** Payment will be made in equal monthly installments over a period of one to 30 years. Table I shows the amount of each installment for each \$1,000 of benefits.

TABLE I

<u>Years*</u>	<u>Monthly Payment</u>	<u>Years*</u>	<u>Monthly Payment</u>
1	\$84.28	10	\$9.39
2	42.66	15	6.64
3	28.79	20	5.27
4	21.86	25	4.46
5	17.70	30	3.93

* Other years available on request. Payment option rates are based on 2.5% annual interest.

- (3) **Life Income for a Certain Period (Option 3).** Payment will be made in equal monthly installments for a selected certain period. This period may be for 10, 15 or 20 years. They will continue to be made past this period as long as the payee is alive. Table II shows the amount of each payment for each \$1,000 of benefits. They are based on the Age nearest birthday and gender of the payee at the time payments begin. If the payee's Age or gender is misstated, appropriate changes will be made in the remaining payments. We reserve the right to require proof that a payee is living on any payment due date.

TABLE II

Age*	MALE			FEMALE		
	10 Years	15 Years	20 Years	10 Years	15 Years	20 Years
50	\$3.80	\$3.76	\$3.70	\$3.56	\$3.54	\$3.51
51	3.87	3.82	3.76	3.62	3.59	3.56
52	3.94	3.89	3.81	3.68	3.65	3.61
53	4.01	3.96	3.87	3.74	3.72	3.67
54	4.09	4.03	3.94	3.81	3.78	3.73
55	4.17	4.10	4.00	3.89	3.85	3.79
56	4.26	4.18	4.06	3.96	3.92	3.85
57	4.35	4.26	4.13	4.04	3.99	3.92
58	4.45	4.35	4.19	4.13	4.07	3.98
59	4.55	4.44	4.26	4.22	4.15	4.05
60	4.66	4.53	4.33	4.31	4.24	4.12
61	4.77	4.62	4.40	4.41	4.33	4.20
62	4.89	4.72	4.46	4.51	4.42	4.27
63	5.02	4.81	4.53	4.63	4.52	4.34
64	5.15	4.91	4.60	4.74	4.61	4.42
65	5.28	5.02	4.66	4.87	4.72	4.49
66	5.42	5.12	4.72	5.00	4.82	4.56
67	5.57	5.22	4.78	5.14	4.93	4.63
68	5.72	5.33	4.84	5.28	5.04	4.70
69	5.88	5.43	4.89	5.43	5.16	4.77
70	6.05	5.53	4.94	5.59	5.27	4.83
71	6.21	5.63	4.99	5.76	5.39	4.89
72	6.38	5.73	5.03	5.94	5.50	4.95
73	6.56	5.82	5.07	6.12	5.62	5.00
74	6.73	5.91	5.10	6.31	5.73	5.05
75	6.91	6.00	5.13	6.51	5.83	5.09
76	7.09	6.08	5.16	6.71	5.93	5.12
77	7.27	6.15	5.18	6.91	6.03	5.15
78	7.44	6.22	5.20	7.11	6.11	5.18
79	7.61	6.28	5.22	7.31	6.19	5.20
80	7.78	6.34	5.23	7.51	6.27	5.22

*Other ages available on request.

- (4) **Interest Income (Option 4).** We will hold the benefits for an agreed upon period. During this period, We will make monthly interest payments of \$2.46 for each \$1,000 of benefits held by Us. All, but not part of, the benefits may be withdrawn at any time prior to the end of the agreed period. Payment option rates are based on 2.5% annual interest.

PAYMENT PLAN ELECTIONS.

- (1) **Right to Elect Payment Plans.** A request for a payment plan must be in writing. It may be elected by:
- (a) the Owner during the lifetime of the Insured.
 - (b) a primary or contingent Beneficiary to whom benefits become payable, if no election is in effect on the date of death of the Insured.

After a payment plan is effective, it cannot be changed.

- (2) **Effective Date.** A plan elected before the benefits are payable will be effective on the date they become payable. If elected after that time, it will be effective when We receive the request for the election at Our Home Office. The first payment under Options 1, 2 and 3 is due on the date the plan becomes effective. Under Option 4, interest will be calculated from that date with the first payment due one month after the plan becomes effective.
- (3) **Amount and Period Limits.** If monthly payments are less than \$10, We may change the frequency of payments to bring the amount of each payment up to at least \$10. Under Options 1, 2 and 4, no election will be for a period longer than 30 years.
- (4) **Payment Frequency.** Instead of monthly payments, a quarterly, semiannual or annual frequency may be elected.

PAYMENT PLAN RATES. Benefits will earn interest at an annual effective rate of not less than 2.0%. One year after a plan becomes effective and for every year after this rate may be increased upon approval of Our Board of Directors. Under Option 3, no interest in excess of 2.0% annually will be paid after all the installments for the selected certain period have been paid.

PAYEES.

- (1) **Death Benefit.** This benefit will be paid to the Beneficiary(ies). If any Beneficiary dies before the Insured, the interest of that Beneficiary will be paid to the Owner or the Owner's estate unless otherwise requested.
- (2) **Surrender or Maturity Proceeds.** These proceeds will be paid to the Owner.
- (3) **Assignment.** The interest of any payee will be subject to any valid assignment.

CLAIMS OF CREDITORS. So far as permitted by law, no amount payable under this policy will be subject to the claims of creditors of any payee.

DEATH OF PAYEE UNDER PAYMENT PLANS. If the payee dies before receiving the benefits stated under the payment plan elected, We will make a one sum payment to the estate of the payee unless other arrangements have been made in the election. The amount of this payment will be as follows:

- (1) Under Option 1, 2 or 3, it will be the present value at an effective rate of 2.0% annually of any unpaid installments. Under Option 3, this only applies to the unpaid installments for the selected certain period.
- (2) Under Option 4, it will be the unpaid benefits and any accrued interest.

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**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH INDEX-
LINKED INTEREST OPTIONS**

issued by

ZURICH AMERICAN LIFE INSURANCE COMPANY

whose Home Office address is

[Schaumburg, Illinois 60196-6801]

Administrative Office: [7045 College Boulevard, Overland Park, Kansas 66211-1523]

This policy includes a war risk exclusion.

Proceeds payable upon the earlier of the death of the Insured or the Insured's Attained Age 121. Adjustable Death Benefit. Flexible premiums payable during the lifetime of the Insured to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease due to changes in interest credited to the Accounts, expense and cost of insurance charges. Index Interest Account credits (if any) are based on growth rates of an external index(indices) and are applied at the expiry of the applicable Index Interest Account Segment.

The policy does not directly participate in any stock, bond or equity investments. Base Lapse Protection Period (available if shown on the Schedule Page), and [3] Year Minimum Premium Provision.

Nonparticipating/No Policy Dividends.

Zurich American Life Insurance Company

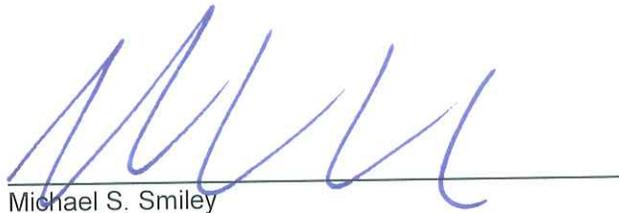
READABILITY CERTIFICATION

I hereby certify on behalf of Zurich American Life Insurance Company that the following forms have been tested by an acceptable method specified in the Model Law (all forms were scored together as part of the contract with which they may be used) and obtained the Flesch score indicated:

	Form Number	Description	Flesch Score
1.	IUL121AR-01	Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options	50.1
2.	ZM-10620AL (01/11)	Supplement to Part I of Application for Life Insurance	50.1
3.	IULRAccBen-01	Accelerated Benefit Rider for Terminal Illness	50.1
4.	IUL121CVER-01	Cash Value Enhancement Rider	50.1
5.	IULLPR-01	Lapse Protection Period Extension Rider	50.1
6.	IULOLPR-01	Overloan Protection Rider	50.1

I hereby certify that the above forms, and the application used therewith, comply with the N.A.I.C. Model Policy Language Simplification Act. The forms described above are presented in no less than ten point type, one point leaded. The style, arrangement and overall appearance of the forms gives no undue prominence to any portion of the test or section of the forms.

Unless we hear from you to the contrary, we will assume that this certification satisfies the certification requirements for compliance with any present or future readability law enacted by your state. We understand that this certification will not be valid to the extent that there is a material difference between the readability law of your state and the N.A.I.C. Model.



Michael S. Smiley
Senior Assistant General Counsel and
Assistant Secretary

Date: April 7, 2011

Statement of Variability for Policy Form Number IUL121GN-01

Page Number / Location	Provision or Section	Bracketed Item	Description of Variable	Use
Cover Page	HOME OFFICE	Schaumburg, Illinois 60196-6801	Company's home office address	If the company's home office address changes, address will be replaced with the current address at the time the policy is issued.
Cover Page	ADMINISTRATIVE OFFICE	7045 College Boulevard, Overland Park, KS 66211-1523	Company's administrative office address	If the company's administrative office address changes, address will be replaced with the current address at the time the policy is issued.
Cover Page	TOLL FREE TELEPHONE NUMBER	(885) 634-6780	Company's toll free telephone number	If the company's toll free telephone number changes, the telephone number will be replaced with the current toll free telephone number.
Cover Page		Secretary	Signature of appointed Secretary at the time the policy is issued	If a change in Secretaries occurs, the signature will be replaced with the then acting Secretary.
Cover Page		President	Signature of appointed President at the time the policy is issued	If a change in Presidents occurs, the signature will be replaced with the then acting President.
Cover Page	20-DAY RIGHT TO EXAMINE THIS POLICY	The Right to Examine This Policy provision	Range from 20-30 in number of days	The right to examine period will be shown as 20 days except in cases of replacement policy issues when is will be shown as 20 days instead.
Cover Page	20-DAY RIGHT TO EXAMINE THIS POLICY	Schaumburg, Illinois 60196-6801	Company's home office address	If the company's home office address changes, address will be replaced with the current address at the time the policy is issued.

Cover Page

20-DAY RIGHT TO
EXAMINE THIS
POLICY

life.customercare@zurichna.com Company's e-mail address

If the company's e-mail address changes, address will be replaced with the current e-mail address at the time the policy is issued.

Cover Page	20-DAY RIGHT TO EXAMINE THIS POLICY	The Right to Examine This Policy provision	The entire provision	If the company issues a replacement policy, the entire right to Examine This Policy provision will be replaced with a sticker (Form UL121DK) which is identical to the existing policy Right to Examine This Policy provision with the exception that the right to examine period will be shown as 30 days instead of 20 days.
Cover Page	Policy Description, Second Paragraph	Minimum Premium Provision	The number of years the Minimum Premium is to be paid	The Company may change the number of years the Minimum Premium will be paid at some future date, provided such change is made for all new policy issues on a go-forward basis.
Back Page	HOME OFFICE	Schaumburg, Illinois 60196-6801	Company's home office address	If the company's home office address changes, address will be replaced with the current address at the time the policy is issued.
Back Page	ADMINISTRATIVE OFFICE	7045 College Boulevard, Overland Park, KS 66211-1523	Company's administrative office address	If the company's administrative office address changes, the address will be replaced with the current address at the time the policy is issued.
Back Page	Policy Description, Second Paragraph	Minimum Premium Provision	The number of years the Minimum Premium is to be paid	The Company may change the number of years the Minimum Premium will be paid at some future date, provided such change is made for all new policy issues on a go-forward basis.

Statement of Variability for Policy Schedule Page For Form Number IUL121GN-01

Variable	Bracketed Item	Description of Variable	Use
#1	POLICY NUMBER	As automated system assigns.	Data will change with each policy
#2	INSURED	Insured's name as it appears on the application.	Data will change with each policy
#3	AGE	Issue ages 0 - 85	Data will change with each policy
#4	SEX	Gender choices are 'Male' or 'Female'	Data will change with each policy
#5	POLICYOWNER	Owner's name as it appears on the application.	Data will change with each policy
#6	POLICY DATE	Issue date, unless otherwise specified on the application. format = Month, DD,YYYY	Data will change with each policy
#7	ISSUE DATE	Issue Date format = Month, DD,YYYY	Data will change with each policy
#8	MATURITY DATE	Shows policy anniversary nearest the Insured's age 121 format = Month, DD, YYYY	Data will change with each policy
#9	INITIAL SPECIFIED AMOUNT (EXCLUDING RIDERS)	\$100,000.00 - \$999,999,999.00 (Numerical range) (Maximum subject to underwriting limits)	Data will change with each policy
#10	MINIMUM SPECIFIED AMOUNT	\$100,000.00 - 250,000.00 (Numerical range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for new policy issues on a go-forward basis.
#11	PREMIUM CLASS	Preferred Best Non-Tobacco Preferred Non-Tobacco Standard Plus Non-Tobacco Standard Non-Tobacco Preferred Tobacco Standard Tobacco	Data will change with each policy
#12	TABLE EXTRA	Section will appear only if a Table rating is assigned.	Data will change with each policy
#12a	% of extra	Percentage range between 50 and 400 percent.	Data will change with each policy

#12b	Table	Table 2; Table 3, Table 4, Table 5, Table 6, Table 7, Table 8, Table 9, Table 10, Table 11, Table 12, Table 13, Table 14, Table 15, Table 16	Data will change with each policy
#13	FLAT EXTRA CHARGE	Section will appear only if a temporary or permanent flat extra charge is applied.	Data will change with each policy
#13a	\$ amount per \$1000	\$0.50 - \$100.00 (Numerical dollar range)	Data will change with each policy
#13b	number of years	1 - 121 (Numerical range)	Data will change with each policy
#14	PLANNED PERIODIC PREMIUM	200.00 - 9,999,999.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#15	PREMIUM ALLOCATION DATE FOR THE LIFETIME OF THE CONTRACT	Either the 15th or the 28th of each month.	All premium will be allocated on one of two defined monthly issue dates: the 15th or the 28th of each month.
#16	INITIAL PREMIUM ALLOCATION PERCENTAGES	5.0 - 100.0 (Percentage range)	Premium allocations into various accounts or into a single account. Premium allocations may be as low as 5.0% and as high as 100%; however, all initial Premium Allocation Percentages will total 100%. The percentages will match the elections made by the policy owner at the time of application and as shown on the application.
#16a	ACCOUNTS	The Index Interest Account or accounts, elected, if any	Index Interest Account options will be shown in accordance with the elections made by the policy owner at the time of application and as shown on the application. This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon availability of the Index Interest Account at the time of application. If any index is added, modified, discontinued or substituted, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.
#17	PREMIUM FREQUENCY	Annual, Semi-annual, Quarterly, Monthly	Data will change with each policy

#18	INITIAL PREMIUM	200.00 - 9,999,999.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#19	MINIMUM PREMIUM	200.00 - 9,999,999.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#20	NUMBER OF POLICY YEARS	3 - 10 (Year range)	The company may change the number of years the Minimum Premium is payable for the first segment; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#21	BASE LAPSE PROTECTION PREMIUM	\$ premium per year 200.00 - 500,000.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#22	BASE LAPSE PROTECTION PERIOD	1 - 10 (Year Range)	The company may change the number of years for the Base Lapse Protection Period; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#23	EXTENDED LAPSE PROTECTION PREMIUM	The entire line.	This item may either be in or out depending upon whether or not the Lapse Protection Period Extension Rider is elected at the time of application.
#23a	GUARANTEED PREMIUM FOR SELECTED LAPSE PROTECTION BENEFIT PERIOD	\$ premium per year 200.00 - 500,000.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy in accordance with selections made at the time of application
#24	EXTENDED LAPSE PROTECTION PERIOD	The entire line.	This item may either be in or out depending upon whether or not the Lapse Protection Period Extension Rider is elected at the time of application.
#24a	EXTENDED LAPSE PROTECTION PERIOD	5 - 80 (Numerical range in years)	Data will change with each policy based upon the election made by the policy owner at the time of application.

#25	INTERNAL REVENUE CODE SECTION 7702 TEST	May either be Guideline Premium Test (GPT) or the Cash Value Accumulation Test (CVAT)	This item is elected by the policy owner at the time of application and will reflect what is shown on the application.
#26	DEATH BENEFIT OPTION	A, B or C (Alpha)	Data will change with each policy
#27	ISSUE STATE	All states within the Continental United States plus Alaska and Hawaii.	Data will change with each policy
#28	DEPARTMENT OF INSURANCE TELEPHONE NUMBER	Area code plus telephone number, as provided by DOI. 123-456-7890	Data will change with each policy
#29	TABLE OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER \$1000 OF AMOUNT AT RISK	Table shows the ages and associated guaranteed maximum monthly cost of insurance rates for the appropriate Issue Age, tobacco class and gender.	Data will change with each policy
#29a	Explanation of monthly cost of insurance rates.	The paragraph provides an explanation of rates for all insureds except juvenile insureds.	This explanatory paragraph will print for all except juvenile issues. As such, the variable language described under Variable Item #29b will not be printed.
#29b	Explanation of monthly cost of insurance rates for juvenile issues.	The paragraph provides an explanation of rates only for juvenile insureds.	This explanatory paragraph will only print for juvenile issues. The variable language described in Variable Item # 29a will not be printed Juvenile insureds.
#30	GUARANTEED MONTHLY POLICY LOAD PER \$1,000 SPECIFIED AMOUNT	0.01 - 10.00 (Numerical dollar range)	Dollar amount for the first 10 policy years varies by Issue Age, tobacco class, gender and coverage amount. Data will change with each policy.
#31	GUARANTEED MONTHLY POLICY LOAD PER \$1,000 SPECIFIED AMOUNT	0.01 - 10.00 (Numerical dollar range)	Dollar amount after the first 10 policy years varies by Issue Age, tobacco class, gender and coverage amount. Data will change with each policy.
#32	TABLE OF SURRENDER CHARGES	Dollar amount varies by Issue Age, tobacco class, gender and coverage amount.	Data will change with each policy
#33	LAPSE PROTECTION PERIOD EXTENSION RIDER CHARGE	The entire line.	This item may either be in or out depending upon whether or not the Lapse Protection Period Extension Rider is elected at the time of application.

#33a	LAPSE PROTECTION PERIOD EXTENSION RIDER CHARGE	\$ premium per year 200.00 - 500,000.00 (Numerical dollar range) Dollar amount varies by age, gender, premium class, death benefit option and coverage amount.	Data will change with each policy
#34	DEATH BENEFIT FACTORS AS A PERCENTAGE OF POLICY VALUE TABLE	100.0 - 250.0 (percentage range)	The percentage is bracketed because the factors are different between a Guideline Premium Test (GPT) product and a Cash Value Accumulation Test (CVAT) product. The GPT or CVAT test is elected by the policy owner at the time of application and percentages will be based on the option shown on the application.
#35	SHORT TERM HOLDING ACCOUNT GUARANTEED INTEREST RATE	0.0 - 10.0 (percentage range)	Data will show Short Term Holding Account Guaranteed Interest Rate, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#36	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE FOR FIRST SEGMENT, POLICY YEAR 1	0.0 - 10.0 (percentage range)	Data will show Long Term Holding Account Guaranteed Interest Rate, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#37	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE FOR FIRST SEGMENT, POLICY YEAR 1	Monthly Equivalent Interest Rate	Data will be mathematically based on the Long Term Fixed Account Guaranteed Interest Rate for First Segment, Policy Year 1.
#38	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE THEREAFTER	0.0 - 10.0 (percentage range)	Data will show Long Term Holding Account Guaranteed Interest Rate after the first segment, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#39	LONG TERM FIXED ACCOUNT GUARANTEED INTEREST RATE THEREAFTER	Monthly Equivalent Interest Rate	Data will be mathematically based on the Long Term Fixed Account Guaranteed Interest Rate Thereafter.
#40	LONG TERM FIXED ACCOUNT SEGMENT TERM	1 - 10 (Year range)	The company may change the number of years for the Long Term Fixed Account Segment Term; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.

#41	INDEX INTEREST ACCOUNT GUARANTEED INTEREST RATE	The entire line.	This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon availability of the Index Interest Account at the time of application. The Guaranteed Interest Rate will be the rate applicable to the particular Index Interest Account elected at the time of application. If any index is discontinued, added or modified, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.
#41a	INDEX INTEREST ACCOUNT GUARANTEED INTEREST RATE	0.0 - 10.0 (Percentage range)	Data will show the Guaranteed Interest Rate for the applicable Index Interest Account elected, if any, and will be applied in a uniform and nondiscriminatory manner to all Insureds in the same class.
#41b	INDEX INTEREST ACCOUNT GUARANTEED INTEREST RATE	Monthly Equivalent Interest Rate	Data will be mathematically based on the applicable Index Interest Account Guaranteed Interest Rate for the Index Interest Account elected, if any.
#42	MINIMUM INCREASE IN SPECIFIED AMOUNT	50,000.00 - 200,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#43	MINIMUM DECREASE IN SPECIFIED AMOUNT	25,000.00 - 200,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#44	MINIMUM PLANNED PERIODIC PREMIUM	200.00 - 10,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#45	MINIMUM PARTIAL WITHDRAWAL amount	2,000.00 - 25,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#46	MAXIMUM PARTIAL WITHDRAWAL FEE	50.00 - 200.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.

#47	MAXIMUM ATTAINED AGE FOR AN INCREASE	75 - 100 (Year numerical range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#48	MAXIMUM LOAN INTEREST RATE CHARGED FOR THE FIRST 9 POLICY YEARS	0.0 - 8.0 (percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#49	MAXIMUM LOAN INTEREST RATE CHARGED FOR THE 10TH POLICY YEAR AND THEREAFTER	0.0 - 8.0 (percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#50	MINIMUM LOAN AMOUNT	2,000.00 - 25,000.00 (Dollar amount range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#51	INDEX INTEREST ACCOUNT	The entire page	This item may either be in, out, modified, substituted with another Index Interest Account, or new Index Interest Account options added depending upon availability of the Index Interest Account at the time of application. If any index is added, discontinued, substituted or modified, We may make such changes subject to approval by the insurance regulatory official of the state where this form is delivered.
#52	SEGMENT TERM	1 - 10 (Year range)	The company may change the number of years for the Index Interest Account Segment Term; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#53	SEGMENT GUARANTEED INTEREST RATE	0.1 - 15.0 (Percentage range)	The company may change the Index Interest Account Segment Guaranteed Interest Rate; however, if such a change is made, it will be applicable to all new policy issues on a go-forward basis.
#54	SEGMENT GUARANTEED INTEREST RATE	Monthly Equivalent Interest Rate	Data will be mathematically based on the Segment Guaranteed Interest Rate, if any.
#55	SEGMENT GUARANTEED MINIMUM PARTICIPATION RATE	50.0 - 100.00 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.

#56	GUARANTEED MINIMUM GROWTH CAP	0.1 - 15.0 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#57	INDICES	The name of the Index Interest Account and the names of the index, indices, or combination of indices associated the particular Index Interest Account	The name of the Index Interest Account and the index, indices, or combinations of indices associated with the Index Interest Account may either be in, out, modified, substituted or new options added depending upon availability of such options at the time of application. If any index, indices or combination of indices is added, discontinued, substituted or modified, We may make such changes subject to approval by insurance regulatory official of the state where this form is delivered.
#58	Index Disclaimer Language	Disclosure and disclaimer language required by the Index owner to be included in the policy form.	This disclosure and disclaimer language is dictated by the Index owner in an effort to protect their names and marks. Therefore, the language is shown as variable text should the index owner require that revised disclosure and disclaimer language be used at some future time.
#59	Highest Index Growth Rate Factor	0- 99 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.
#60	Second Highest Index Growth Rate Factor	0- 99 (Percentage range)	Data may change depending upon experience. Any change will be applied in a uniform and nondiscriminatory basis for all new policy issues on a go-forward basis.

SCHEDULE PAGE

Plan:	Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options
Policy Number:	<u>1</u> [1234567890]
Insured:	<u>2</u> [John Doe]
Issue Age and Gender:	<u>3,4</u> [35, Male]
Owner:	<u>5</u> [John Doe]
Policy Date:	<u>6</u> [January 15, 2011]
Issue Date:	<u>7</u> [January 15, 2011]
Maturity Date:	<u>8</u> [January 15, 2097]
Initial Specified Amount (Excluding Riders):	<u>9</u> [2,500,000]
Minimum Specified Amount:	<u>10</u> [250,000.00]
Premium Class:	<u>11</u> [Standard Nontobacco]
<u>12</u>[Table Extra:	<u>12a</u> [0.0]% extra cost of insurance <u>12b</u> [(Table 2)]]
<u>13</u>[Flat Extra Charge:	<u>13a</u> [0.00] per \$1,000 of amount at risk for <u>13b</u> [3] years]
Basis of Values:	2001 CSO Mortality Table, Gender and Smoker Distinct, Age Nearest Birthday
Planned Periodic Premium:	<u>14</u> [11,816.62]
Premium Allocation Date for the Lifetime of the Contract:	The <u>15</u> [15] th day of each calendar month
Initial Premium Allocation Percentages:	<u>16</u> [20]% Short Term Holding Account <u>16</u> [20]% Long Term Fixed Account <u>16</u> [20]% <u>16a</u> [S&P500 [®] Index Interest Account] <u>16</u> [20]% <u>16a</u> [Domestic Multi Index Interest Account] <u>16</u> [20]% <u>16a</u> [Global Multi Index Interest Account]
Premium Frequency:	<u>17</u> [Annually]
Initial Premium:	<u>18</u> [11,816.62]
Minimum Premium:	<u>19</u> [4,754.39] Per Year for the First <u>20</u> [3] Policy Years
Base Lapse Protection Premium:	<u>21</u> [6,339.18] Per Year
Base Lapse Protection Period:	<u>22</u> [10] Years from the Policy Date
<u>23</u>[Extended Lapse Protection Premium:	<u>23a</u> [6,339.18] Per Year]
<u>24</u>[Extended Lapse Protection Period:	<u>24a</u> [10] Years from the Policy Date]
Internal Revenue Code Section 7702 Test:	<u>25</u> [Guideline Premium Test]
Death Benefit Option:	<u>26</u> [A]
Issue State:	<u>27</u> [Any State]
Department of Insurance Telephone Number:	<u>28</u> [123-456-7890]

The policy may not mature even if Planned Periodic Premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, and there may be changes to the Specified Amount.

At some future time, the Policy Value may not cover the next Monthly Deductions. When that occurs, the policy may enter the Grace Period and will terminate at the end of that period if sufficient premium to cover the Monthly Deductions is not paid before the end of the Grace Period.

Costs of insurance, expense charges, and other charges for riders and endorsements, if any, are shown on the rider schedule page(s).

SCHEDULE PAGE (Continued)

Effective Date: 6[January 15, 2011]

Table of Monthly Guaranteed Cost of Insurance Rates Per \$1,000 of Amount At Risk

<u>29</u> Age	Policy Year	Rate	Age	Policy Year	Rate	Age	Policy Year	Rate
35	1	0.091	65	31	1.289	95	61	22.266
36	2	0.096	66	32	1.418	96	62	23.649
37	3	0.100	67	33	1.548	97	63	25.124
38	4	0.108	68	34	1.688	98	64	26.698
39	5	0.114	69	35	1.833	99	65	28.378
40	6	0.122	70	36	2.008	100	66	30.175
41	7	0.132	71	37	2.205	101	67	31.601
42	8	0.144	72	38	2.463	102	68	33.120
43	9	0.158	73	39	2.736	103	69	34.737
44	10	0.175	74	40	3.023	104	70	36.457
45	11	0.194	75	41	3.336	105	71	38.261
46	12	0.213	76	42	3.678	106	72	40.179
47	13	0.233	77	43	4.074	107	73	42.218
48	14	0.244	78	44	4.538	108	74	44.386
49	15	0.258	79	45	5.073	109	75	46.688
50	16	0.277	80	46	5.656	110	76	49.133
51	17	0.299	81	47	6.320	111	77	51.728
52	18	0.330	82	48	7.012	112	78	54.483
53	19	0.363	83	49	7.758	113	79	57.409
54	20	0.406	84	50	8.583	114	80	60.513
55	21	0.458	85	51	9.506	115	81	63.806
56	22	0.512	86	52	10.528	116	82	67.299
57	23	0.569	87	53	11.645	117	83	71.004
58	24	0.618	88	54	12.842	118	84	74.935
59	25	0.675	89	55	14.104	119	85	79.102
60	26	0.743	90	56	15.422	120	86	83.333
61	27	0.827	91	57	16.661			
62	28	0.928	92	58	17.953			
63	29	1.043	93	59	19.315			
64	30	1.163	94	60	20.754			

29aThe monthly guaranteed cost of insurance rates shown above are based on the 2001 Commissioner's Standard Ordinary Smoker/Nonsmoker Mortality Table, Age Nearest Birthday and the Insured's gender and Premium Class at issue. Actual monthly cost of insurance rates will be determined by Us based on Our expectations as to future experience. However, these actual costs of insurance rate will not be greater than those shown above.

29bThe Monthly Guaranteed Cost of Insurance rates shown above assume a Premium Class at or prior to age 15 (if applicable) representing a composite rate as reflected in the 2001 CSO, Age-Nearest Birthday, Gender-Distinct, Ultimate Mortality Table. For ages 16-17, the Monthly Guaranteed Cost of Insurance rates are based upon the 2001 CSO Non-Smoker Mortality Table, Age-Nearest Birthday, Sex-Distinct rates. Prior to the Policy Anniversary nearest the Insured's age 18, the Owner will be asked by Us to provide written certification to Us that the Insured remains a non-tobacco user. If We do not receive written certification of the continued non-tobacco status of the Insured by attained age 18, the Monthly Guaranteed Cost of Insurance rates will change to reflect a Tobacco Premium Class. A new set of Schedule Pages will be sent to You in such a case.

SCHEDULE PAGE (Continued)

Expense Charges

Guaranteed Maximum Monthly Expense Charges:	\$7.50 Per Policy
Percent of Premium Expense Charges (Guaranteed Maximum):	7.5% on All Premium Received in All Policy Years
Guaranteed Monthly Policy Load Per \$1,000 Specified Amount:	\$30 [0.18] For First 10 Years, \$31 [0.18] Thereafter

TABLE OF SURRENDER CHARGES FOR POLICY SURRENDER

Year	32 Charge
1	\$38,701.00
2	36,291.00
3	33,828.00
4	31,318.00
5	28,757.00
6	26,141.00
7	23,474.00
8	20,751.00
9	17,973.00
10	15,138.00
11	12,241.00
12	9,282.00
13	6,256.00
14	3,163.00
15 and thereafter	0.00

33[Lapse Protection Period Extension Rider Charge:	\$33a [0.00] Per \$1000 of Amount at Risk]
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SCHEDULE PAGE (Continued)

Effective Date:

6[January 15, 2011]

Death Benefit Factors As A Percentage of Policy Value Table

Attained Age	34Percentage						
0	250	31	250	62	126	92	103
1	250	32	250	63	124	93	102
2	250	33	250	64	122	94	101
3	250	34	250	65	120	95	101
4	250	35	250	66	119	96	101
5	250	36	250	67	118	97	101
6	250	37	250	68	117	98	101
7	250	38	250	69	116	99	101
8	250	39	250	70	115	100	101
9	250	40	250	71	113	101	101
10	250	41	243	72	111	102	101
11	250	42	236	73	109	103	101
12	250	43	229	74	107	104	101
13	250	44	222	75	105	105	101
14	250	45	215	76	105	106	101
15	250	46	209	77	105	107	101
16	250	47	203	78	105	108	101
17	250	48	197	79	105	109	101
18	250	49	191	80	105	110	101
19	250	50	185	81	105	111	101
20	250	51	178	82	105	112	101
21	250	52	171	83	105	113	101
22	250	53	164	84	105	114	101
23	250	54	157	85	105	115	101
24	250	55	150	86	105	116	101
25	250	56	146	87	105	117	101
26	250	57	142	88	105	118	101
27	250	58	138	89	105	119	101
28	250	59	134	90	105	120	101
29	250	60	130	91	104	121	101
30	250	61	128				

SCHEDULE PAGE (Continued)

Short Term Holding Account Guaranteed Interest Rate:	<u>35</u> [0.0]% Per Year
Long Term Fixed Account Guaranteed Interest Rate for First Segment, Policy Year 1:	<u>36</u> [5.0]% Year 1 (Equivalent to <u>37</u> [0.40741]% Per Month)
Long Term Fixed Account Guaranteed Interest Rate Thereafter:	<u>38</u> [2.0]% Per Year (Equivalent to <u>39</u> [0.16516]% Per Month)
Long Term Fixed Account Segment Term:	<u>40</u> [1] Year
<u>41</u>[S&P 500® Index Interest Account] Guaranteed Interest Rate:	<u>41a</u> [1.0]% Per Year (Equivalent to <u>41b</u> [0.08295%] Per Month)
<u>41</u>[Domestic Multi Index Interest Account] Guaranteed Interest Rate:	<u>41a</u> [0.0]% Per Year (<u>41b</u> [0.0]% Per Month)
<u>41</u>[Global Multi Index Interest Account] Guaranteed Interest Rate:	<u>41a</u> [0.0]% Per Year (<u>41b</u> [0.0]% Per Month)
Minimum Increase in Specified Amount:	<u>42</u> [50,000.00]
Minimum Decrease in Specified Amount:	<u>43</u> [25,000.00]
Minimum Planned Periodic Premium:	<u>44</u> [200.00]
Minimum Partial Withdrawal Amount:	<u>45</u> [2,000.00]
Maximum Partial Withdrawal Fee:	<u>46</u> [50.00]
Maximum Attained Age for an Increase:	<u>47</u> [80]
Maximum Loan Interest Rate Charged for the First 9 Policy Years:	<u>48</u> [8.0]% Annual Effective Rate In Arrears
Maximum Loan Interest Rate Charged for the 10th Policy Year and Thereafter:	<u>49</u> [8.0]% Annual Effective Rate In Arrears
Minimum Loan Amount:	<u>50</u> [500.00]

SCHEDULE PAGE (Continued)

51S&P 500[®] INDEX INTEREST ACCOUNT

Segment Term:	<u>52</u> [1] Year
Segment Guaranteed Interest Rate:	<u>53</u> [1.0]% Per Year (Equivalent to <u>54</u> [0.08295] <u>1</u> % Per Month)
Segment Guaranteed Minimum Participation Rate:	<u>55</u> [60]% for the Segment Term
Guaranteed Minimum Growth Cap:	<u>56</u> [3.0]% for the Segment Term

Overview. 57[This describes the method used in calculating Segment Index Interest for each Segment within the S&P 500[®] Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.]

Index. The Index is the Standard & Poor's 500[®]* Composite Stock Price Index, excluding dividends.

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Index during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

- a = Index Growth Rate
- b = Participation Rate
- c = Growth Cap
- d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate, the Index Growth Rate for that Segment Term is calculated as $[(B \div A) - 1] \times 100\%$, where:

- A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and
- B = the Closing Value of the Index as of the end of the last day of the Segment Term.

Participation Rate. This is the percentage of the Index Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

51 DOMESTIC MULTI INDEX INTEREST ACCOUNT

Segment Term:	<u>52</u> [1] Year
Segment Guaranteed Interest Rate:	<u>53</u> [0.0]% Per Year (Equivalent to <u>54</u> [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	<u>55</u> [60]% for the Segment Term
Guaranteed Minimum Growth Cap:	<u>56</u> [3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Domestic Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. 57The Domestic Multi Index Interest Account is a multi-index-based Account featuring three domestic U.S. indices: S&P 500^{®*} Index; Dow Jones-UBS Commodity IndexSM; and the Russell 2000 Index[®], excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

- a = Index Growth Rate
- b = Participation Rate
- c = Growth Cap
- d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices [(B ÷ A) – 1] x 100%, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by 59[70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by 60[30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Domestic Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCHEDULE PAGE (Continued)

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SCHEDULE PAGE (Continued)

51 GLOBAL MULTI INDEX INTEREST ACCOUNT

Segment Term:	<u>52</u> [1] Year
Segment Guaranteed Interest Rate:	<u>53</u> [0.0]% Per Year (Equivalent to <u>54</u> [0.00]% Per Month)
Segment Guaranteed Minimum Participation Rate:	<u>55</u> [60]% for the Segment Term
Guaranteed Minimum Growth Cap:	<u>56</u> [3.0]% for the Segment Term

Overview. This describes the method used in calculating Segment Index Interest for each Segment within the Global Multi Index Interest Account. Also, see the section titled Index Interest Accounts in the policy.

Indices. 57The Global Multi Index Interest Account is a multi-index-based Account featuring three global indices: S&P 500[®] Index; MSCI Emerging Markets Index and the MSCI EAFE Index, excluding dividends.]

Segment Index Interest. At Segment Expiry, Segment Index Interest (if any) will be added to the Segment Balance in addition to the Segment Guaranteed Interest applicable to that Segment and is calculated as described in the policy.

Segment Index Interest Rate. The Segment Index Interest Rate reflects any growth in the Indices during the Segment Term, multiplied by the Participation Rate, subject to the Growth Cap, which then exceeds the Segment Guaranteed Interest Rate. The Segment Index Interest Rate is equal to the lesser of: [(a x b) and c], minus d, such result being not less than zero, where:

- a = Index Growth Rate
- b = Participation Rate
- c = Growth Cap
- d = Segment Guaranteed Interest Rate

Index Growth Rate. In calculating the Segment Index Interest Rate for a Segment, the first step is to calculate for each of the Indices $[(B \div A) - 1] \times 100\%$, where:

A = the Closing Value of the Index as of the end of the day immediately before the beginning of the Segment Term; and

B = the Closing Value of the Index as of the end of the last day of the Segment Term.

This value is called the Basic Index Growth Rate.

The Index Growth Rate is calculated by:

1. Determining which index of the Indices exhibited the highest Basic Index Growth Rate and multiplying that Basic Index Growth Rate by 59[70]%;
2. Determining which index of the Indices exhibited the second highest Basic Index Growth Rate during the Segment and multiplying that Basic Index Growth Rate by 60[30]%; and
3. Adding the results of Item numbers 1 and 2. The sum of these two rates is the Index Growth Rate for the Global Multi Index Interest Account.

Participation Rate. This is the percentage of the Index Account Growth Rate that is used in calculating the Segment Index Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in Your Annual Report.

Growth Cap. This is a limit on the Index Account Growth Rate for a Segment at the end of a Segment Term after the reflection of the Participation Rate, if any. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in Your Annual Report.

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SCCHEDULE PAGE (Continued)

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Arkansas Compliance Certification

Company: Zurich American Life Insurance Company

Form: IUL121GN-01 Flexible Premium Adjustable Life Insurance Policy With
Index-Linked Interest Options

On behalf of Zurich American Life Insurance Company (Company) I certify that the above forms comply with the requirements of Regulation 34 and Bulletin 11-83.



Signature

April 7, 2011
Date

Michael S. Smiley, JD
Senior Assistant General Counsel and Assistant
Secretary

Name/Title

Arkansas Compliance Certification

Company: Zurich American Life Insurance Company

Forms:	IUL121GN-01	Flexible Premium Adjustable Life Insurance Policy With Index-Linked Interest Options
	ZM-10620AL (01/11)	Supplement to Part I of Application for Life Insurance
	IULRAccBen-01	Accelerated Benefit Rider for Terminal Illness
	IUL121CVER-01	Cash Value Enhancement Rider
	IULLPR-01	Lapse Protection Period Extension Rider
	IULOLPR-01	Overloan Protection Rider

On behalf of Zurich American Life Insurance Company (Company) I certify the following requirements have been reviewed and the forms and Company practices are in compliance with the following.

1. Ark. Code Ann. 23-79-138 Information to accompany policies

An information notice including; (1) the complete address and telephone number of the policyholder's service office of the company, (2) the name, address, and telephone number of the agent soliciting the policy, if applicable, and (3) the address and telephone number of the Arkansas State Insurance Department is provided to the policy owner.

2. Regulation 49 Life and Disability Guaranty Fund Notices

The Company provides a Life and Health Guaranty Notice to each policy owner.

3. Regulation 19 Unfair Sex Discrimination in the Sale of Insurance

The Company certifies it meets the provisions of this rule as well as all applicable requirements of the Department.



Signature

April 18, 2011

Date

Jeff Kulesus, Compliance Consultant

Name/Title