

SERFF Tracking Number:	CEUL-127326115	State:	Arkansas
Filing Company:	Family Life Insurance Company	State Tracking Number:	49323
Company Tracking Number:	FLIC-IWL-2011		
TOI:	L071 Individual Life - Whole	Sub-TOI:	L071.101 Fixed/Indeterminate Premium - Single Life
Product Name:	Increasing Whole Life		
Project Name/Number:	/		

Filing at a Glance

Company: Family Life Insurance Company

Product Name: Increasing Whole Life

TOI: L071 Individual Life - Whole

SERFF Tr Num: CEUL-127326115 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 49323

Sub-TOI: L071.101 Fixed/Indeterminate
Premium - Single Life

Co Tr Num: FLIC-IWL-2011

State Status: Approved-Closed

Filing Type: Form

Author: Scott Gadd

Reviewer(s): Linda Bird

Date Submitted: 07/18/2011

Disposition Date: 08/02/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 07/15/2011

Requested Filing Mode:

Domicile Status Comments: Our state of
domicile is Texas.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 08/02/2011

State Status Changed: 08/02/2011

Deemer Date:

Created By: Scott Gadd

Submitted By: Scott Gadd

Corresponding Filing Tracking Number:

Filing Description:

We are submitting a new individual whole life insurance product for the Department's review and approval. This product offers the insured a fixed and guaranteed increasing death benefit (increases up to the 32nd policy year), level premiums and guaranteed cash values. Included in this filing is the actuarial memo, the base policy (form number FLIC-IWL-2011), and the application (form number FLIC-IWL-APP-2011).

This product adheres to the standards set forth by the NAIC. We appreciate the Department's time in reviewing our new product.

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 Product Name: Increasing Whole Life
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Company and Contact

Filing Contact Information

Scott Gadd, Compliance Technician sgadd@manhattanlife.com
 10700 Northwest Freeway 800-669-9030 [Phone] 5107 [Ext]
 Houston, TX 77092 713-821-6551 [FAX]

Filing Company Information

Family Life Insurance Company CoCode: 63053 State of Domicile: Texas
 10700 Northwest Freeway Group Code: 1117 Company Type:
 Houston, TX 77092 Group Name: Manhattan Insurance State ID Number:
 Group
 (800) 877-7705 ext. [Phone] FEIN Number: 91-0550883

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50/form, 1 form, \$50 total
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Family Life Insurance Company	\$50.00	07/18/2011	49858283

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/02/2011	08/02/2011

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	07/20/2011	07/20/2011	Scott Gadd	07/29/2011	07/29/2011

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Product Name: Increasing Whole Life
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Disposition

Disposition Date: 08/02/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Form (<i>revised</i>)	Increasing Whole Life Policy		Yes
Form	Increasing Whole Life Policy	Replaced	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/20/2011
Submitted Date 07/20/2011
Respond By Date 08/22/2011

Dear Scott Gadd,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: We did not find a provision in the contract that provide for payment of 8% interest on delayed claim payments as described in Ark. Code Ann. 23-81-118.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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 Product Name: Increasing Whole Life
 Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 07/29/2011
 Submitted Date 07/29/2011

Dear Linda Bird,

Comments:

Thank you for your assistance with this filing.

Response 1

Comments: The requested changes have been made under section 6 - Benefit Payment Options.

Related Objection 1

Comment:

We did not find a provision in the contract that provide for payment of 8% interest on delayed claim payments as described in Ark. Code Ann. 23-81-118.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Increasing Whole Life Policy	FLIC-IWL-2011-AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		52.200	FLIC-IWL-2011-AR.pdf

Previous Version

Increasing Whole Life Policy	FLIC-IWL-2011		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		52.200	FLIC-IWL-2011.pdf
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No Rate/Rule Schedule items changed.

Thank you for your patience.

Sincerely,
Scott Gadd

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Form Schedule

Lead Form Number: FLIC-IWL-2011

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FLIC-IWL-2011-AR	Policy/Contract	Increasing Whole Life Policy	Initial		52.200	FLIC-IWL-2011-AR.pdf
		al	Certificate:				
			Amendmen				
			t, Insert				
			Page,				
			Endorseme				
			nt or Rider				

FAMILY LIFE INSURANCE COMPANY

Administrative Office: [10700 Northwest Freeway Houston, Texas 77092]
Customer Service: [(800)-669-9030]

This Policy will be effective at 12:01 A.M. on the Policy Date as indicated on the Policy Specifications page.

This contract is a legal contract between You and Family Life Insurance Company.

READ YOUR CONTRACT CAREFULLY.

If there is a question about it or if there is a claim, contact Your Family Life agent or our home office.

Family Life Insurance Company (hereafter referred to as “the Company, We, Us, Our”) will pay the Beneficiary the Death Proceeds upon receipt of due proof that the Insured died while this Policy is in force. This promise is made in consideration of the payment of premiums and is subject to the provisions of this Policy.

TWENTY DAY RIGHT TO EXAMINE THIS POLICY

You have twenty days after delivery of this policy to review it. You may surrender the policy within the twenty day period by mailing it to us or to the agent through whom it was purchased. We will cancel the policy from the effective date and refund Your full premium.

Signed for Family Life Insurance Company at Houston, Texas.



Secretary



President

Whole Life Policy
Guaranteed Annual Increasing Death Benefit
Premiums Payable for Premium Period Shown or Until Death of Insured
Non-Participating

TABLE OF CONTENTS

	SECTION	Page
Policy Specifications		3
Table of Nonforfeiture Values		4
Death Benefit		5
Premiums		5
Non-Forfeiture Provisions		6
Guaranteed Values		7
Policy Loans		7
Benefit Payment Options		7
Beneficiary Provisions		9
Ownership and Assignment		10
General Provisions		10

POLICY SPECIFICATIONS

Form CUL-IWL-2011	Benefits Provided WHOLE LIFE INSURANCE	Annual Premium [\$ XXXX.XX]	Premium Paying Period [QUARTERLY]
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Owner: [JOHN DOE] **Policy Date:** [JANUARY 1, 2011]
Issue Age: [35] **Policy Number:** [123456789]

Premium Class: [STANDARD] **Underwriting Class:** [NON-SMOKER]

Annual [\$ XXXX.XX]	Semi-Annual [\$ XXXX.XX]	Quarterly [\$ XXXX.XX]	Monthly [\$ XXXX.XX]
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THIS POLICY

INSURES:
[JOHN DOE]

INITIAL DEATH BENEFIT:
[\$20,000]

ULTIMATE FACE
(Policy Years 33 and Beyond):
[\$40,340]

BENEFICIARY: As specified in the Application unless changed as provided in this Policy.

FORM NUMBER: CUL-IWL-2011

BASIC POLICY PLAN: WHOLE LIFE INSURANCE

INSURED: [JOHN DOE]

ISSUE AGE: [35]

POLICY NUMBER: [123456789]

TABLE OF NONFORFEITURE VALUES

End of Policy Year	Cash Value	Reduced Paid Up Insurance	Extended Term	
			Years	Days
1	0	0	0	0
2	0	0	0	0
3	283	1,843	10	320
4	594	3,709	17	310
5	919	5,498	22	53
6	1,258	7,212	25	47
7	1,610	8,854	27	111
8	1,977	10,425	28	347
9	2,359	11,928	30	54
10	2,754	13,365	30	364
11	3,166	14,741	31	288
12	3,592	16,059	32	139
13	4,035	17,322	32	282
14	4,495	18,535	33	15
15	4,973	19,698	33	53
16	5,468	20,813	33	60
17	5,980	21,879	33	21
18	6,508	22,900	32	318
19	7,052	23,876	32	224
20	7,610	24,809	32	91
AGE 60	10,620	28,865	27	167
AGE 65	13,915	31,948	23	119

Nonforfeiture factor: 307.517025

Minimum Guaranteed Interest Rate used to determine Guaranteed Policy Values: 5.00%

DEATH BENEFIT TABLE

End of Policy Year	Death Benefit	End of Policy Year	Death Benefit
1	20,000	18	30,580
2	20,600	19	31,180
3	21,220	20	31,820
4	21,860	21	32,440
5	22,520	22	33,100
6	23,180	23	33,760
7	23,880	24	34,440
8	24,600	25	35,120
9	25,340	26	35,820
10	26,100	27	36,540
11	26,620	28	37,280
12	27,140	29	38,020
13	27,700	30	38,780
14	28,240	31	39,560
15	28,820	32	40,340
16	29,380		
17	29,980		
AGE 60	35,120		
AGE 65	38,780		

Throughout this Policy, the words "We," "Us," "Our" or "Company" refer to Family Life Insurance Company. The words "You" and "Your" refer to the Policy Owner; the Owner may or may not be the Insured. Any words in the masculine also include the feminine. Except where context requires otherwise, plural words include the singular, and singular words include the plural.

I. DEATH BENEFIT

DEATH PROCEEDS - If the Insured dies while this Policy is in force, the death proceeds payable to the Beneficiary will be:

1. The amount stated in the Death Benefit Table as of the last policy anniversary.; and
2. Any premium paid which applies to a period after the date of death of the Insured;
3. Less the portion of any premium due and unpaid which applies to a period prior to the date of death of the Insured; and
4. Less any outstanding policy loan and interest.

ANNUAL INCREASE IN THE AMOUNT OF INSURANCE - We will increase the amount of insurance every year on the policy anniversary without an additional premium charge, subject to the following:

1. The increase on the 1st anniversary will be 3% of the initial insurance amount.
2. The increase on anniversaries 2 through 10 will be 3% of the insurance amount as of the last policy anniversary.
3. The increase on anniversaries 11 through 32 will be by 2% of the insurance amount as of the last policy anniversary.
4. There will be no further increases after the 32nd policy anniversary. The death proceeds for Policy year 33 and beyond will be the ultimate face amount listed on the Policy Specifications page.

Each increase will be added to the amount of insurance as of the last policy anniversary. Refer to the Death Benefit Table on page 4 for the schedule of insurance amounts.

II. PREMIUMS

PAYMENT OF PREMIUMS - You must pay Us each premium when due for the amount and for the mode shown on page 3 during the premium period. You must pay all premiums on or before the due date. Premiums should be sent to the Company at its Home Office. We will send You a receipt if You request one.

You may change the mode of premium payment subject to approval from our Administrative Office.

GRACE PERIOD - We will allow a grace period of 31 days, beginning on the due date of premium, for payment of each premium after the first. This Policy will continue in force during the grace period. If the Insured dies during the grace period, We will pay the death proceeds after deducting the unpaid premium due at the beginning of the grace period.

AUTOMATIC PREMIUM LOAN PROVISION - The automatic premium loan may be elected by writing to Us; it may be canceled at a later date by giving Us written notice. If the automatic premium loan provision has been elected and is in effect, any premium which remains unpaid by the end of the grace period will be paid by automatic premium loan. The amount of the premium, plus interest at the rate of 7.4% per year, payable in advance, will be charged as a loan against the cash value. If the loan is not large enough to pay the modal premium, the loan will be for the next smaller mode of premium payment which the loan value will cover. If the loan value is not large enough to pay a monthly premium, then the nonforfeiture provisions will apply.

DEFAULT IN PAYMENT OF PREMIUMS - A default occurs any time the premium due has not been paid before the end of its grace period. In the event of default, the Policy terminates on the premium due date. However, some or all of the protection of this policy may continue as provided by the Non-Forfeiture Provisions.

REINSTATEMENT - You may reinstate this Policy within three years of termination in a premium class as determined by the Company at the time of reinstatement, provided that:

1. It has not been surrendered; and
2. A completed Application for Reinstatement is presented which satisfies the Company that the Insured is insurable under the Company's rules in effect as of the date of reinstatement; and
3. All past due premiums with interest at 6% compounded annually are paid; and
4. Any policy loans and loan interest on this policy existing at termination are either repaid or reinstated; and
5. The incontestability period restarts effective with the date of reinstatement.

We will not contest any reinstatement after this policy has been in force during the lifetime of the Insured for two years from the date of reinstatement.

III. NONFORFEITURE PROVISIONS

CONTRACT VALUES- The Table of Non-Forfeiture Values shows the cash value, the amount of paid-up insurance and the number of years and days of extended term insurance, if available, at the end of certain contract years. These are the values if all due premiums have been paid and there is no contract debt. If we compute these values at some time during the year, we will count the time since the start of the year and any premium paid for the year. Values for times not shown will be furnished on request.

CONTRACT VALUE OPTIONS

1. Cash Surrender- You may surrender this Contract for its net cash value. Surrender will take effect on the date we receive both this Contract and a written surrender request in a form approved by us. When this occurs, the Contract will end and we will pay You the net cash value in one sum or You may choose to apply it under a payment option. The net cash value is the cash value minus any outstanding loans. We have the right to postpone payment for up to six months. If we do so for more than one month, we will pay interest at the rate of 3% a year.

2. Extended Term Insurance- This option provides non-participating term insurance on the life of the Insured with no further premiums due. The amount of term insurance will be the Death Benefit Amount as of the last policy anniversary less any outstanding loans. The insurance will begin on the due date of the first unpaid premium. The term, as shown in the Table of Non-Forfeiture Values will be that which the net cash value will purchase when applied as a net single premium at the Insured's attained age. Before the end of the term there will be cash values but no loan value. The net cash value on any date will be the net value of the remaining extended term insurance. Within thirty-one days after a Contract anniversary, the net cash value will not be less than it was on that anniversary.

3. Reduced Paid-up Insurance- This option provides non-participating paid-up life insurance on the life of the Insured with no further premiums due. The amount of paid-up insurance will be that which the net cash value will purchase when applied as a net single premium at the Insured's attained age. If the Insured dies while this paid-up insurance is in force, we will pay the amount of this insurance less any outstanding loans. Between policy anniversaries, the amount of cash value and paid-up insurance and the term of extended term insurance will be calculated with due allowance for the lapse of time and payments of any fractional premiums.

Election of Contract Value Options- You may choose one of the Contract value options if:

- a. the Insured is living; and
- b. this Contract has a net cash value; and
- c. You send us a written request, in a form approved by us, within 45 days after the due date of the first unpaid premium.

If You do not choose an option, we will use the net cash value to keep this Contract in force as reduced paid up insurance.

If You continue Your policy under options 2 or 3, it may be surrendered at a later time for its net cash value. The cash value within 30 days after any policy anniversary will not be less than the cash value on the policy anniversary date.

AUTOMATIC NONFORFEITURE PROVISION - If the premium is not paid within 31 days after the date it is due, and no other option has been chosen, any cash value will be used to continue this policy as reduced paid up insurance. If You wish to choose an option other than this automatic nonforfeiture provision, You must do so within 45 days after the due date of the unpaid premium.

IV. GUARANTEED VALUES

BASIS OF COMPUTATIONS - The calculations of the cash values, present values and net single premiums are based on certain mortality tables and interest rates. These are authorized by state law.

We use the Commissioners 2001 Standard Ordinary Mortality Tables, Unisex Table D, smoker or nonsmoker. Calculations are based on the age last birthday and annual compound interest as shown on the policy specification page 4. We assume that death occurs at the end of the policy year.

Your policy values are equal to or greater than those required by law. We have filed a statement with the insurance officials of Your state where Your policy was issued. The statement outlines the methods used to determine Your

policy values. Cash values are equal to the present value of future benefits minus the present value of future adjusted premiums. The adjusted premium is the nonforfeiture factor shown in the table of nonforfeiture values. If You write Us, We will tell You the cash values for any years not shown.

V. POLICY LOANS

TERMS OF LOAN - You may obtain a policy loan with this policy as the sole security. The total amount of all loans outstanding may not exceed the loan value. The interest rate on policy loans will be 7.4%, per year, payable in advance. Any interest not paid when due will be added to the loan principal and will bear interest at the same rate. Interest will be charged from the date of the loan to the date payment is received by Us.

LOAN VALUE - The loan value of this policy will be equal to the cash value of this policy. If this policy is in force as extended term insurance, it has no loan value.

REPAYMENT - A policy loan may be repaid in full or in part at the Company's home office while the policy is in force prior to the death of the insured.

TERMINATION OF POLICY - If at any time the policy loan and loan interest equal or exceed the loan value, this policy will terminate without further value. However, in no event will such termination be effective until 31 days after a notice has been mailed to the last known address of the owner and any assignee of record.

VI. BENEFIT PAYMENT OPTIONS

PAYMENT - The death proceeds of this Policy will be payable if We receive satisfactory proof of the Insured's death. The proceeds will be paid in a single sum unless a settlement option has been selected. All or part of this sum may be applied under any benefit payment option. If proceeds are not paid within a reasonable period of time after proof of the death of the insured has been furnished, We will pay interest upon the proceeds or refunds of premiums at the rate of 8% per year. Proper proof of any claim under this Policy must be submitted in writing to the Company at its Home Office.

ELECTION OF BENEFIT PAYMENT OPTION

BY OWNER - During the lifetime of the Insured, the Owner may elect any benefit payment option. The Owner may change any election unless the right to change the manner of payment has been given up.

BY BENEFICIARY - At the time proceeds are payable, a Beneficiary may elect or change any benefit payment option if:

1. The proceeds are available to the Beneficiary in one sum; or
2. The right to change has been provided by a previous policyowner.

BENEFIT PAYMENT OPTIONS - OTHER THAN A LUMP SUM

A. INCOME FOR A SELECTED PERIOD - The Company will make payments for a selected period not exceeding 30 years. Interest at a rate set by the Company, but never less than 2% a year, will be applied to determine the amount of the payment. The following table shows minimum payments per \$1,000 of proceeds.

TABLE FOR OPTION 1					
No of Years	Annually	Monthly	No of Years	Annually	Monthly
1	\$1000.00	\$84.09	16	72.21	6.07
2	504.95	42.46	17	68.60	5.77
3	339.96	28.59	18	65.39	5.50
4	257.47	21.65	19	62.53	5.26
5	208.00	17.49	20	59.96	5.04
6	175.03	14.72	21	57.63	4.85
7	151.48	12.74	22	55.52	4.67
8	133.83	11.25	23	53.60	4.51
9	120.11	10.10	24	51.83	4.36
10	109.14	9.18	25	50.22	4.22
11	100.17	8.42	26	48.72	4.10
12	92.71	7.80	27	47.35	3.98
13	86.39	7.26	28	46.07	3.87

14	80.98	6.81	29	44.88	3.77
15	76.30	6.42	30	43.77	3.68

B. INCOME FOR A SELECTED AMOUNT - The Company will pay a selected and fixed amount until the proceeds are exhausted. Interest at a rate set by the Company, but never less than 2% a year, will be applied to any unpaid balance.

C. LIFE INCOME - The Company will make payments during a named person's lifetime. A guaranteed period of 5, 10, 15, or 20 years may be used. No withdrawal of proceeds is permitted during the life of the annuitant. Payments for ages not shown in the following table will be furnished on request.

TABLE FOR OPTION 3									
Minimum Monthly Payment Per \$1,000 of Proceeds									
Age Nearest Birthday									
Age	MALE					FEMALE			
	Number of Years Guaranteed					Number of Year Guaranteed			
	5 Years	10 Years	15 Years	20 Years		5 Years	10 Years	15 Years	20 Years
55	3.90	3.88	3.83	3.74		3.60	3.59	3.57	3.52
56	3.99	3.97	3.91	3.81		3.68	3.67	3.64	3.59
57	4.09	4.06	3.99	3.88		3.76	3.75	3.72	3.65
58	4.19	4.15	4.08	3.95		3.85	3.83	3.79	3.72
59	4.30	4.26	4.17	4.02		3.94	3.92	3.88	3.80
60	4.41	4.36	4.26	4.09		4.04	4.02	3.96	3.87
61	4.53	4.48	4.35	4.16		4.14	4.12	4.05	3.94
62	4.66	4.60	4.45	4.23		4.25	4.22	4.15	4.02
63	4.80	4.72	4.56	4.31		4.37	4.33	4.24	4.10
64	4.95	4.85	4.66	4.38		4.49	4.45	4.35	4.18
65	5.10	4.99	4.77	4.45		4.63	4.57	4.45	4.26
66	5.27	5.13	4.88	4.52		4.77	4.70	4.56	4.34
67	5.45	5.29	4.99	4.59		4.92	4.84	4.68	4.42
68	5.63	5.44	5.10	4.65		5.08	4.99	4.79	4.49
69	5.83	5.61	5.21	4.71		5.25	5.14	4.91	4.57
70	6.04	5.77	5.32	4.77		5.44	5.30	5.04	4.64
71	6.26	5.84	5.43	4.82		5.64	5.47	5.16	4.71
72	6.49	6.13	5.54	4.87		5.85	5.65	5.28	4.78
73	6.74	6.31	5.65	4.92		6.08	5.84	5.41	4.83
74	7.00	6.50	5.75	4.96		6.32	6.04	5.53	4.89
75	7.28	6.69	5.85	5.00		6.59	6.24	5.65	4.94
76	7.57	6.88	5.94	5.03		6.87	6.45	5.77	4.98
77	7.88	7.08	6.03	5.06		7.17	6.67	5.88	5.02
78	8.20	7.27	6.11	5.08		7.49	6.78	5.98	5.05
79	8.54	7.46	6.19	5.11		7.84	7.11	6.07	5.08
80	8.90	7.65	6.26	5.12		8.20	7.33	6.16	5.10

D. JOINT AND SURVIVOR LIFE INCOME - The Company will make payments during the lifetime of two persons, with payments continuing until the death of the survivor. This option includes a minimum guaranteed period of 10 years. No withdrawal of proceeds is permitted during the life of either annuitant. Payments will be in an amount determined by the Company, but not less than the amount shown in the following table. Minimum payments for ages not shown in the following table will be furnished on request.

TABLE FOR OPTION 4							
Minimum Monthly Payment Per \$1,000 of Proceeds							
Age Nearest Birthday							
Male Age	Female Age						
	45	50	55	60	65	70	75
40	3.19	3.29	3.40	3.53	3.65	3.78	3.89
45	3.28	3.39	3.52	3.67	3.82	3.99	4.15
50	3.38	3.51	3.65	3.82	4.01	4.22	4.44
55	3.50	3.64	3.80	3.99	4.21	4.47	4.76
60	3.63	3.79	3.97	4.18	4.44	4.74	5.11
65	3.77	3.96	4.17	4.42	4.71	5.07	5.51

70	3.91	4.15	4.40	4.69	5.04	5.47	6.01
75	4.04	4.33	4.66	5.02	5.44	5.96	6.62

E. PROCEEDS LEFT AT INTEREST - The Company will hold the proceeds on deposit. Interest payments will be made annually, semi-annually, quarterly or monthly, as elected. The payee may withdraw all or part of the remaining proceeds and any interest. Interest at a rate set by the Company, but never less than 2% a year, will be applied.

OTHER BENEFIT PAYMENT ARRANGEMENTS - The proceeds may be paid in any other manner approved by the Company.

DEATH OF PAYEE - If any payments remain to be paid under a benefit payment option at the death of the payee, payment will be made to the contingent payee, if named, or to the estate of the payee.

CONDITIONS - All of the following restrictions will apply to the benefit payment options, unless the Company agrees otherwise:

1. Any amount payable to an assignee will be paid in one lump sum.
2. In order to elect receipt of payment in other than a lump sum, the Policy proceeds must be at least \$5,000 and the selected option must generate periodic payments of at least \$50.
3. The benefit payment options other than a lump sum are not available if the proposed payee is a corporation, estate, or other entity which is not a natural person.
4. To the extent permitted by law, proceeds will not be subject to claims of a Beneficiary's creditors.
5. The payee may not assign, transfer, or encumber any periodic payment.
6. For benefit payment options which involve a joint life income, one of the persons on whose life payments are based must be the Owner, annuitant, or Beneficiary. The Company may require evidence of age, gender, and continuing survival.

VII. BENEFICIARY PROVISIONS

DESIGNATION OF BENEFICIARY - The Beneficiary is as named in the Application or in the most recent change of Beneficiary.

CHANGE OF BENEFICIARY - While the Insured is alive the Owner may change the Beneficiary unless otherwise provided in the previous designation. A change of Beneficiary will automatically revoke any previous designation. A change of Beneficiary may be made by filing a written request in a form satisfactory to the Company at its Home Office. A designation will not be in effect unless filed; but, if filed, it will be effective the date signed, subject to any payment made or action taken by the Company before We are notified of this change. If more than one Beneficiary is named without stating their respective interests they will share equally.

DEATH OF BENEFICIARY - Unless otherwise provided in the Beneficiary designation,

1. If any Beneficiary dies before the Insured, his interest will pass to any other Beneficiary(ies) as designated.
2. If no Beneficiary survives the Insured, the proceeds will be paid in one sum to the Owner, if living, otherwise to the Owner's spouse, if any, or if there is no such spouse, to the Owner's estate.
3. If all irrevocable beneficiaries have died, the Owner may name a new Beneficiary during the lifetime of the Insured.

An Irrevocable Beneficiary, if any, must consent to any subsequent change in Beneficiary.

VIII. OWNERSHIP AND ASSIGNMENT

OWNERSHIP - During the lifetime of the Insured, You are entitled to all rights and benefits granted by this Policy. You may, subject to the rights of any Irrevocable Beneficiary or Assignee of record:

1. change the ownership,
2. name a Contingent Owner who, if living or existing at Your death, will become the Owner of this Policy,
3. change the Beneficiary,
4. assign the Policy,
5. surrender the Policy for its Net Cash Value,
6. apply for a loan, or
7. exercise all rights and options that this Policy provides or that We permit.

IRREVOCABLE BENEFICIARY – If You name any Beneficiary as irrevocable, then the written consent of that Beneficiary will be required in order to make any changes as listed in the **OWNERSHIP** provision. To name a Beneficiary as irrevocable, You must do so in the application or by later written request.

CHANGE OF BENEFICIARY OR OWNERSHIP – You may change the Beneficiary or Owner at any time while the Insured is alive, except as stated above in the **IRREVOCABLE BENEFICIARY** Provision. To change the Beneficiary or the Owner, You must make a written request. Once we have recorded the change, it will take effect as of the date the request was signed. We will not be liable for any action taken before recording Your change request.

IX. GENERAL PROVISIONS

THE CONTRACT - This Policy and the attached Application make up the entire contract. Any statements made in the Application will be considered representations and not warranties, except in the case of fraud.

MISSTATEMENT OF AGE OR GENDER - If the age or gender of the Insured has been misstated, the benefits under this Policy will be those which the premiums paid would have purchased for the correct age or gender.

INCONTESTABILITY - The Company may not claim this Policy is void or deny payment of the death proceeds after the Policy has been in force during the Insured's lifetime for two years from the date of issue, except due to failure to pay premiums.

If this Policy is reinstated, the statements in the Application for Reinstatement will be incontestable after the Policy has been in force during the Insured's lifetime for two years from the effective date of the reinstatement. Any contest of the reinstatement of this Policy will be based on the Application for Reinstatement.

SUICIDE - If the Insured commits suicide, while sane or insane, within two years from the effective date of the Policy (or within one year of the date the Policy was delivered in Colorado, Missouri or North Dakota), Our liability will be limited to the premium paid for the Policy.

ALTERATIONS - Only the President, a Senior Vice-President, the Secretary, a Vice-President, an Assistant Vice-President, or Assistant Secretary of the Company has the power, on behalf of the Company, to change or waive any provision of this Policy. Any changes or waivers must be in writing.

DOCUMENTATION - At any time after the first Policy year, subject to Company approval, the amount of insurance may be decreased or supplementary benefits may be added or removed upon the Owner's written request. All elections, changes, and requests must be made in a form satisfactory to the Company. The Company shall not be liable for any action taken by it before an election, change, or request is received at the Home Office. The Company reserves the right to require return of the Policy for either of the following:

1. Payment of benefits; or
2. Endorsement of a change requested by the Owner.

CONFORMITY WITH STATE STATUTES - On the date of issue of this Policy, if any provisions of the Policy are in conflict with the laws of the state in which the Policy was issued, then these provisions are amended to conform to the minimum requirements of such laws.

TERMINATION - This Policy ends upon the occurrence of any of the following,:

1. If premiums for the Policy are not paid before the end of the grace period unless coverage can be continued as defined in the Nonforfeiture provision of this Policy.
2. If the Insured dies.
3. When the Policy is surrendered for its cash value.
4. 31 days after the Policy loan and loan interest equal or exceed the loan value and the overloan amount has not been paid.

SERFF Tracking Number: CEUL-127326115 State: Arkansas
Filing Company: Family Life Insurance Company State Tracking Number: 49323
Company Tracking Number: FLIC-IWL-2011
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Increasing Whole Life
Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability certificate-FLIC.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: Attachment: FLIC-IWL-APP-2011.pdf		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Attachment: Act Mem Form FL-IWL-2011.pdf		

Readability Certification

Company Name: Family Life Insurance Company
NAIC: 63053

Form Number	Description of Form	Score
FLIC-IWL-2011	Individual Whole Life Policy	52.2
FLIC-IWL APP 2011	Application	Scored with policy

I hereby certify that the above referenced form complies with the readability requirements of this State.

Mary Lou Rainey

Authorized Signature

Mary Lou Rainey

Name

Secretary

Title

July 12, 2011

Date



[10700 NW Freeway • Houston, TX 77092]
[1-800-669-9030]

APPLICATION FOR LIFE INSURANCE

Employee Number

Please Print

1 PRIMARY APPLICANT/ OWNER INFORMATION
APPLICANT FIRST NAME MIDDLE INITIAL LAST NAME
ADDRESS
CITY STATE ZIP
TELEPHONE NUMBER (Home) (work)
NAME AND ADDRESS OF EMPLOYER
OWNER NAME AND ADDRESS (IF DIFFERENT THAN APPLICANT) RELATIONSHIP TO APPLICANT

2 DEPENDENT COVERAGE
SPOUSE FULL NAME Social Security Number Date of Birth Birth State Height Weight
Name of Child(ren) Date of Birth Height & Weight Name of Children Date of Birth Height & Weight
1. 4.
2. 5.
3. 6.

3 TOBACCO USE
Within the last 12 months, has any person to be insured used tobacco in any form (cigarettes, pipe, cigar, chewed, other)? Yes No
If "Yes," list name (s)

4 COVERAGE OPTIONS
Life Insurance Benefits Modal Premium Amount Initial Benefit Amount
Primary 48 Week Rates 52 Week Rates Monthly Rates \$ \$
Spouse 48 Week Rates 52 Week Rates Monthly Rates \$ \$
Child(ren) 48 Week Rates 52 Week Rates Monthly Rates \$ Level Benefit Amount \$5,000 \$10,000 \$20,000
Check one: Continuous Pay 10 Year Pay 20 Year Pay TOTAL PREMIUM \$ Proposed Effective Date / /
AUTOMATIC PREMIUM LOAN Yes No
The APL Option authorizes Family Life (the "Company") to pay premiums not paid by the end of the grace period by taking a loan against any available Loan Value. If the available Loan Value is not sufficient to pay the premium then due, the policy may terminate.

5 EXISTING INSURANCE REPLACEMENT
A. Do any of the applicants have any life insurance or annuity contracts in force? Yes No
B. Is the policy being purchased to replace any existing life insurance policy or annuity contract? Yes No
If either question is answered "Yes", replacement forms may need to be completed.

6 BENEFICIARY DESIGNATION
Beneficiary - Full Name & Relationship
Contingent Beneficiary - Full Name and Relationship
IF DEPENDENT COVERAGE IS APPLIED FOR, THE PRIMARY APPLICANT WILL BE THE PRIMARY BENEFICIARY FOR ALL COVERED DEPENDENTS.

7 INTERIM COVERAGE
Is interim coverage being applied for? Yes No
If "Yes," effective immediately, interim coverage will be provided as applied for either until the date the policy becomes effective, or until the owner is notified that no insurance policy will be issued. Interim coverage applies to the death benefit only. In no event will interim coverage be provided for more than 60 days from the date of this Application.

8 ANSWER THE FOLLOWING QUESTIONS
A. 1. Primary Applicant Only. Are you actively at work now and have you worked at least 30 hours a week for the last 3 months except for minor illnesses of one week or less or pregnancy? Yes No
2. Spouse/Children Only. Has any illness, injury or other health problem prevented any proposed Insured from working full-time at a regular occupation or performing the normal activities of a person the same age?... Yes No
B. Has any person to be insured ever been treated for, diagnosed, or tested positive as having AIDS, ARC, or the HIV infection? Primary Yes No Spouse/Children Yes No

**To obtain further information contact:
Family Life Insurance Company
[10700 Northwest Freeway, Houston TX 77092]**

**Notice of Information Practices
Including Fair Credit Reporting Act Notice and MIB, Inc. Notice**

Thank you for your application. It is the major source of information about you which we use in evaluating your application and reviewing your policy. However, we wish to inform you that an investigative consumer report may be ordered as to your insurability. If an investigative consumer report is prepared in connection with this application, you may request to be interviewed in connection with the preparation of this report. This report may include, if applicable, information as to your character, general reputation, personal characteristics and mode of living as may be obtained through interviews with family members, friends, neighbors and associates. If you would like to know whether such a report was ordered and, if so, receive additional information as to its nature and scope, including the name, address and phone number of the reporting agency, we will be pleased to furnish this information upon your written request to our Administrative Office at the above address. You may receive a copy of such report by contacting the reporting agency.

Our experience shows that information from investigative reports usually does not have any adverse effect on our underwriting decision. However, if it should, we will notify you in writing of this fact as well as provide you the identity by name and address of the reporting agency. You may then wish to discuss the matter with that agency. We will not disclose information about you without your prior written authorization except as permitted by law. In certain situations we may disclose, as allowed by law, all types of nonpublic personal information as is necessary in order to conduct our business.

You have the right to obtain access to certain items of information we have collected about you, and you have the further right to request correction of information if you feel it is inaccurate. If you wish to have a more detailed description of our information practices, we will be pleased to furnish this information upon your written request to our Administrative Office at the address on the front of this Notice.

MIB, Inc. Notice

While the information regarding your insurability is treated as confidential, The Manhattan Life Insurance Company or its reinsurers may make a brief report thereon to the Medical Information Bureau (MIB), a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. Should you apply for life or health insurance, or submit a claim for benefits to another member company, The MIB, upon request from that member company, will supply the information in its file. Upon receipt of a request from you, the MIB will arrange disclosure of any information it may have in your file. Please contact MIB at (866) 692-6901 (TTY (866) 346-3642 for hearing impaired). If you question the accuracy of the information in the MIB's file, you may contact the MIB and seek correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB's information office is P.O. Box 105, Essex Station, Boston, Massachusetts 02112. We or our reinsurers may also release information in our file to other life insurance companies to whom you apply for life or health insurance or to whom a claim for benefits may be submitted.

SERFF Tracking Number: CEUL-127326115 State: Arkansas
 Filing Company: Family Life Insurance Company State Tracking Number: 49323
 Company Tracking Number: FLIC-IWL-2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Increasing Whole Life
 Project Name/Number: /

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)
07/18/2011	Form	Increasing Whole Life Policy	07/29/2011	FLIC-IWL-2011.pdf (Superseded)

FAMILY LIFE INSURANCE COMPANY

Administrative Office: [10700 Northwest Freeway Houston, Texas 77092]
Customer Service: [(800)-669-9030]

This Policy will be effective at 12:01 A.M. on the Policy Date as indicated on the Policy Specifications page.

This contract is a legal contract between You and Family Life Insurance Company.

READ YOUR CONTRACT CAREFULLY.

If there is a question about it or if there is a claim, contact Your Family Life agent or our home office.

Family Life Insurance Company (hereafter referred to as "the Company, We, Us, Our") will pay the Beneficiary the Death Proceeds upon receipt of due proof that the Insured died while this Policy is in force. This promise is made in consideration of the payment of premiums and is subject to the provisions of this Policy.

TWENTY DAY RIGHT TO EXAMINE THIS POLICY

You have twenty days after delivery of this policy to review it. You may surrender the policy within the twenty day period by mailing it to us or to the agent through whom it was purchased. We will cancel the policy from the effective date and refund Your full premium.

Signed for Family Life Insurance Company at Houston, Texas.



Secretary



President

Whole Life Policy
Guaranteed Annual Increasing Death Benefit
Premiums Payable for Premium Period Shown or Until Death of Insured
Non-Participating

TABLE OF CONTENTS

	SECTION	Page
Policy Specifications		3
Table of Nonforfeiture Values		4
Death Benefit		5
Premiums		5
Non-Forfeiture Provisions		6
Guaranteed Values		7
Policy Loans		7
Benefit Payment Options		7
Beneficiary Provisions		9
Ownership and Assignment		10
General Provisions		10

POLICY SPECIFICATIONS

Form CUL-IWL-2011	Benefits Provided WHOLE LIFE INSURANCE	Annual Premium [\$ XXXX.XX]	Premium Paying Period [QUARTERLY]
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Owner: [JOHN DOE] **Policy Date:** [JANUARY 1, 2011]
Issue Age: [35] **Policy Number:** [123456789]

Premium Class: [STANDARD] **Underwriting Class:** [NON-SMOKER]

Annual [\$ XXXX.XX]	Semi-Annual [\$ XXXX.XX]	Quarterly [\$ XXXX.XX]	Monthly [\$ XXXX.XX]
-------------------------------	------------------------------------	----------------------------------	--------------------------------

THIS POLICY

INSURES:
[JOHN DOE]

INITIAL DEATH BENEFIT:
[\$20,000]

ULTIMATE FACE
(Policy Years 33 and Beyond):
[\$40,340]

BENEFICIARY: As specified in the Application unless changed as provided in this Policy.

FORM NUMBER: CUL-IWL-2011

BASIC POLICY PLAN: WHOLE LIFE INSURANCE

INSURED: [JOHN DOE]

ISSUE AGE: [35]

POLICY NUMBER: [123456789]

TABLE OF NONFORFEITURE VALUES

End of Policy Year	Cash Value	Reduced Paid Up Insurance	Extended Term	
			Years	Days
1	0	0	0	0
2	0	0	0	0
3	283	1,843	10	320
4	594	3,709	17	310
5	919	5,498	22	53
6	1,258	7,212	25	47
7	1,610	8,854	27	111
8	1,977	10,425	28	347
9	2,359	11,928	30	54
10	2,754	13,365	30	364
11	3,166	14,741	31	288
12	3,592	16,059	32	139
13	4,035	17,322	32	282
14	4,495	18,535	33	15
15	4,973	19,698	33	53
16	5,468	20,813	33	60
17	5,980	21,879	33	21
18	6,508	22,900	32	318
19	7,052	23,876	32	224
20	7,610	24,809	32	91
AGE 60	10,620	28,865	27	167
AGE 65	13,915	31,948	23	119

Nonforfeiture factor: 307.517025

Minimum Guaranteed Interest Rate used to determine Guaranteed Policy Values: 5.00%

DEATH BENEFIT TABLE

End of Policy Year	Death Benefit	End of Policy Year	Death Benefit
1	20,000	18	30,580
2	20,600	19	31,180
3	21,220	20	31,820
4	21,860	21	32,440
5	22,520	22	33,100
6	23,180	23	33,760
7	23,880	24	34,440
8	24,600	25	35,120
9	25,340	26	35,820
10	26,100	27	36,540
11	26,620	28	37,280
12	27,140	29	38,020
13	27,700	30	38,780
14	28,240	31	39,560
15	28,820	32	40,340
16	29,380		
17	29,980		
AGE 60	35,120		
AGE 65	38,780		

Throughout this Policy, the words "We," "Us," "Our" or "Company" refer to Family Life Insurance Company. The words "You" and "Your" refer to the Policy Owner; the Owner may or may not be the Insured. Any words in the masculine also include the feminine. Except where context requires otherwise, plural words include the singular, and singular words include the plural.

I. DEATH BENEFIT

DEATH PROCEEDS - If the Insured dies while this Policy is in force, the death proceeds payable to the Beneficiary will be:

1. The amount stated in the Death Benefit Table as of the last policy anniversary.; and
2. Any premium paid which applies to a period after the date of death of the Insured;
3. Less the portion of any premium due and unpaid which applies to a period prior to the date of death of the Insured; and
4. Less any outstanding policy loan and interest.

ANNUAL INCREASE IN THE AMOUNT OF INSURANCE - We will increase the amount of insurance every year on the policy anniversary without an additional premium charge, subject to the following:

1. The increase on the 1st anniversary will be 3% of the initial insurance amount.
2. The increase on anniversaries 2 through 10 will be 3% of the insurance amount as of the last policy anniversary.
3. The increase on anniversaries 11 through 32 will be by 2% of the insurance amount as of the last policy anniversary.
4. There will be no further increases after the 32nd policy anniversary. The death proceeds for Policy year 33 and beyond will be the ultimate face amount listed on the Policy Specifications page.

Each increase will be added to the amount of insurance as of the last policy anniversary. Refer to the Death Benefit Table on page 4 for the schedule of insurance amounts.

II. PREMIUMS

PAYMENT OF PREMIUMS - You must pay Us each premium when due for the amount and for the mode shown on page 3 during the premium period. You must pay all premiums on or before the due date. Premiums should be sent to the Company at its Home Office. We will send You a receipt if You request one.

You may change the mode of premium payment subject to approval from our Administrative Office.

GRACE PERIOD - We will allow a grace period of 31 days, beginning on the due date of premium, for payment of each premium after the first. This Policy will continue in force during the grace period. If the Insured dies during the grace period, We will pay the death proceeds after deducting the unpaid premium due at the beginning of the grace period.

AUTOMATIC PREMIUM LOAN PROVISION - The automatic premium loan may be elected by writing to Us; it may be canceled at a later date by giving Us written notice. If the automatic premium loan provision has been elected and is in effect, any premium which remains unpaid by the end of the grace period will be paid by automatic premium loan. The amount of the premium, plus interest at the rate of 7.4% per year, payable in advance, will be charged as a loan against the cash value. If the loan is not large enough to pay the modal premium, the loan will be for the next smaller mode of premium payment which the loan value will cover. If the loan value is not large enough to pay a monthly premium, then the nonforfeiture provisions will apply.

DEFAULT IN PAYMENT OF PREMIUMS - A default occurs any time the premium due has not been paid before the end of its grace period. In the event of default, the Policy terminates on the premium due date. However, some or all of the protection of this policy may continue as provided by the Non-Forfeiture Provisions.

REINSTATEMENT - You may reinstate this Policy within three years of termination in a premium class as determined by the Company at the time of reinstatement, provided that:

1. It has not been surrendered; and
2. A completed Application for Reinstatement is presented which satisfies the Company that the Insured is insurable under the Company's rules in effect as of the date of reinstatement; and
3. All past due premiums with interest at 6% compounded annually are paid; and
4. Any policy loans and loan interest on this policy existing at termination are either repaid or reinstated; and
5. The incontestability period restarts effective with the date of reinstatement.

We will not contest any reinstatement after this policy has been in force during the lifetime of the Insured for two years from the date of reinstatement.

III. NONFORFEITURE PROVISIONS

CONTRACT VALUES- The Table of Non-Forfeiture Values shows the cash value, the amount of paid-up insurance and the number of years and days of extended term insurance, if available, at the end of certain contract years. These are the values if all due premiums have been paid and there is no contract debt. If we compute these values at some time during the year, we will count the time since the start of the year and any premium paid for the year. Values for times not shown will be furnished on request.

CONTRACT VALUE OPTIONS

1. Cash Surrender- You may surrender this Contract for its net cash value. Surrender will take effect on the date we receive both this Contract and a written surrender request in a form approved by us. When this occurs, the Contract will end and we will pay You the net cash value in one sum or You may choose to apply it under a payment option. The net cash value is the cash value minus any outstanding loans. We have the right to postpone payment for up to six months. If we do so for more than one month, we will pay interest at the rate of 3% a year.

2. Extended Term Insurance- This option provides non-participating term insurance on the life of the Insured with no further premiums due. The amount of term insurance will be the Death Benefit Amount as of the last policy anniversary less any outstanding loans. The insurance will begin on the due date of the first unpaid premium. The term, as shown in the Table of Non-Forfeiture Values will be that which the net cash value will purchase when applied as a net single premium at the Insured's attained age. Before the end of the term there will be cash values but no loan value. The net cash value on any date will be the net value of the remaining extended term insurance. Within thirty-one days after a Contract anniversary, the net cash value will not be less than it was on that anniversary.

3. Reduced Paid-up Insurance- This option provides non-participating paid-up life insurance on the life of the Insured with no further premiums due. The amount of paid-up insurance will be that which the net cash value will purchase when applied as a net single premium at the Insured's attained age. If the Insured dies while this paid-up insurance is in force, we will pay the amount of this insurance less any outstanding loans. Between policy anniversaries, the amount of cash value and paid-up insurance and the term of extended term insurance will be calculated with due allowance for the lapse of time and payments of any fractional premiums.

Election of Contract Value Options- You may choose one of the Contract value options if:

- a. the Insured is living; and
- b. this Contract has a net cash value; and
- c. You send us a written request, in a form approved by us, within 45 days after the due date of the first unpaid premium.

If You do not choose an option, we will use the net cash value to keep this Contract in force as reduced paid up insurance.

If You continue Your policy under options 2 or 3, it may be surrendered at a later time for its net cash value. The cash value within 30 days after any policy anniversary will not be less than the cash value on the policy anniversary date.

AUTOMATIC NONFORFEITURE PROVISION - If the premium is not paid within 31 days after the date it is due, and no other option has been chosen, any cash value will be used to continue this policy as reduced paid up insurance. If You wish to choose an option other than this automatic nonforfeiture provision, You must do so within 45 days after the due date of the unpaid premium.

IV. GUARANTEED VALUES

BASIS OF COMPUTATIONS - The calculations of the cash values, present values and net single premiums are based on certain mortality tables and interest rates. These are authorized by state law.

We use the Commissioners 2001 Standard Ordinary Mortality Tables, Unisex Table D, smoker or nonsmoker. Calculations are based on the age last birthday and annual compound interest as shown on the policy specification page 4. We assume that death occurs at the end of the policy year.

Your policy values are equal to or greater than those required by law. We have filed a statement with the insurance officials of Your state where Your policy was issued. The statement outlines the methods used to determine Your

policy values. Cash values are equal to the present value of future benefits minus the present value of future adjusted premiums. The adjusted premium is the nonforfeiture factor shown in the table of nonforfeiture values. If You write Us, We will tell You the cash values for any years not shown.

V. POLICY LOANS

TERMS OF LOAN - You may obtain a policy loan with this policy as the sole security. The total amount of all loans outstanding may not exceed the loan value. The interest rate on policy loans will be 7.4%, per year, payable in advance. Any interest not paid when due will be added to the loan principal and will bear interest at the same rate. Interest will be charged from the date of the loan to the date payment is received by Us.

LOAN VALUE - The loan value of this policy will be equal to the cash value of this policy. If this policy is in force as extended term insurance, it has no loan value.

REPAYMENT - A policy loan may be repaid in full or in part at the Company's home office while the policy is in force prior to the death of the insured.

TERMINATION OF POLICY - If at any time the policy loan and loan interest equal or exceed the loan value, this policy will terminate without further value. However, in no event will such termination be effective until 31 days after a notice has been mailed to the last known address of the owner and any assignee of record.

VI. BENEFIT PAYMENT OPTIONS

PAYMENT - The death proceeds of this Policy will be payable if We receive satisfactory proof of the Insured's death. The proceeds will be paid in a single sum unless a settlement option has been selected. All or part of this sum may be applied under any benefit payment option. Proper proof of any claim under this Policy must be submitted in writing to the Company at its Home Office.

ELECTION OF BENEFIT PAYMENT OPTION

BY OWNER - During the lifetime of the Insured, the Owner may elect any benefit payment option. The Owner may change any election unless the right to change the manner of payment has been given up.

BY BENEFICIARY - At the time proceeds are payable, a Beneficiary may elect or change any benefit payment option if:

1. The proceeds are available to the Beneficiary in one sum; or
2. The right to change has been provided by a previous policyowner.

BENEFIT PAYMENT OPTIONS - OTHER THAN A LUMP SUM

A. INCOME FOR A SELECTED PERIOD - The Company will make payments for a selected period not exceeding 30 years. Interest at a rate set by the Company, but never less than 2% a year, will be applied to determine the amount of the payment. The following table shows minimum payments per \$1,000 of proceeds.

TABLE FOR OPTION 1					
No of Years	Annually	Monthly	No of Years	Annually	Monthly
1	\$1000.00	\$84.09	16	72.21	6.07
2	504.95	42.46	17	68.60	5.77
3	339.96	28.59	18	65.39	5.50
4	257.47	21.65	19	62.53	5.26
5	208.00	17.49	20	59.96	5.04
6	175.03	14.72	21	57.63	4.85
7	151.48	12.74	22	55.52	4.67
8	133.83	11.25	23	53.60	4.51
9	120.11	10.10	24	51.83	4.36
10	109.14	9.18	25	50.22	4.22
11	100.17	8.42	26	48.72	4.10
12	92.71	7.80	27	47.35	3.98
13	86.39	7.26	28	46.07	3.87
14	80.98	6.81	29	44.88	3.77
15	76.30	6.42	30	43.77	3.68

B. INCOME FOR A SELECTED AMOUNT - The Company will pay a selected and fixed amount until the proceeds are exhausted. Interest at a rate set by the Company, but never less than 2% a year, will be applied to any unpaid balance.

C. LIFE INCOME - The Company will make payments during a named person's lifetime. A guaranteed period of 5, 10, 15, or 20 years may be used. No withdrawal of proceeds is permitted during the life of the annuitant. Payments for ages not shown in the following table will be furnished on request.

TABLE FOR OPTION 3									
Minimum Monthly Payment Per \$1,000 of Proceeds									
Age Nearest Birthday									
Age	MALE					FEMALE			
	Number of Years Guaranteed					Number of Year Guaranteed			
	5	10	15	20		5	10	15	20
	Years	Years	Years	Years		Years	Years	Years	Years
55	3.90	3.88	3.83	3.74		3.60	3.59	3.57	3.52
56	3.99	3.97	3.91	3.81		3.68	3.67	3.64	3.59
57	4.09	4.06	3.99	3.88		3.76	3.75	3.72	3.65
58	4.19	4.15	4.08	3.95		3.85	3.83	3.79	3.72
59	4.30	4.26	4.17	4.02		3.94	3.92	3.88	3.80
60	4.41	4.36	4.26	4.09		4.04	4.02	3.96	3.87
61	4.53	4.48	4.35	4.16		4.14	4.12	4.05	3.94
62	4.66	4.60	4.45	4.23		4.25	4.22	4.15	4.02
63	4.80	4.72	4.56	4.31		4.37	4.33	4.24	4.10
64	4.95	4.85	4.66	4.38		4.49	4.45	4.35	4.18
65	5.10	4.99	4.77	4.45		4.63	4.57	4.45	4.26
66	5.27	5.13	4.88	4.52		4.77	4.70	4.56	4.34
67	5.45	5.29	4.99	4.59		4.92	4.84	4.68	4.42
68	5.63	5.44	5.10	4.65		5.08	4.99	4.79	4.49
69	5.83	5.61	5.21	4.71		5.25	5.14	4.91	4.57
70	6.04	5.77	5.32	4.77		5.44	5.30	5.04	4.64
71	6.26	5.84	5.43	4.82		5.64	5.47	5.16	4.71
72	6.49	6.13	5.54	4.87		5.85	5.65	5.28	4.78
73	6.74	6.31	5.65	4.92		6.08	5.84	5.41	4.83
74	7.00	6.50	5.75	4.96		6.32	6.04	5.53	4.89
75	7.28	6.69	5.85	5.00		6.59	6.24	5.65	4.94
76	7.57	6.88	5.94	5.03		6.87	6.45	5.77	4.98
77	7.88	7.08	6.03	5.06		7.17	6.67	5.88	5.02
78	8.20	7.27	6.11	5.08		7.49	6.78	5.98	5.05
79	8.54	7.46	6.19	5.11		7.84	7.11	6.07	5.08
80	8.90	7.65	6.26	5.12		8.20	7.33	6.16	5.10

D. JOINT AND SURVIVOR LIFE INCOME - The Company will make payments during the lifetime of two persons, with payments continuing until the death of the survivor. This option includes a minimum guaranteed period of 10 years. No withdrawal of proceeds is permitted during the life of either annuitant. Payments will be in an amount determined by the Company, but not less than the amount shown in the following table. Minimum payments for ages not shown in the following table will be furnished on request.

TABLE FOR OPTION 4							
Minimum Monthly Payment Per \$1,000 of Proceeds							
Age Nearest Birthday							
Male Age	Female Age						
	45	50	55	60	65	70	75
40	3.19	3.29	3.40	3.53	3.65	3.78	3.89
45	3.28	3.39	3.52	3.67	3.82	3.99	4.15
50	3.38	3.51	3.65	3.82	4.01	4.22	4.44
55	3.50	3.64	3.80	3.99	4.21	4.47	4.76
60	3.63	3.79	3.97	4.18	4.44	4.74	5.11
65	3.77	3.96	4.17	4.42	4.71	5.07	5.51
70	3.91	4.15	4.40	4.69	5.04	5.47	6.01
75	4.04	4.33	4.66	5.02	5.44	5.96	6.62

E. PROCEEDS LEFT AT INTEREST - The Company will hold the proceeds on deposit. Interest payments will be made annually, semi-annually, quarterly or monthly, as elected. The payee may withdraw all or part of the remaining proceeds and any interest. Interest at a rate set by the Company, but never less than 2% a year, will be applied.

OTHER BENEFIT PAYMENT ARRANGEMENTS - The proceeds may be paid in any other manner approved by the Company.

DEATH OF PAYEE - If any payments remain to be paid under a benefit payment option at the death of the payee, payment will be made to the contingent payee, if named, or to the estate of the payee.

CONDITIONS - All of the following restrictions will apply to the benefit payment options, unless the Company agrees otherwise:

1. Any amount payable to an assignee will be paid in one lump sum.
2. In order to elect receipt of payment in other than a lump sum, the Policy proceeds must be at least \$5,000 and the selected option must generate periodic payments of at least \$50.
3. The benefit payment options other than a lump sum are not available if the proposed payee is a corporation, estate, or other entity which is not a natural person.
4. To the extent permitted by law, proceeds will not be subject to claims of a Beneficiary's creditors.
5. The payee may not assign, transfer, or encumber any periodic payment.
6. For benefit payment options which involve a joint life income, one of the persons on whose life payments are based must be the Owner, annuitant, or Beneficiary. The Company may require evidence of age, gender, and continuing survival.

VII. BENEFICIARY PROVISIONS

DESIGNATION OF BENEFICIARY - The Beneficiary is as named in the Application or in the most recent change of Beneficiary.

CHANGE OF BENEFICIARY - While the Insured is alive the Owner may change the Beneficiary unless otherwise provided in the previous designation. A change of Beneficiary will automatically revoke any previous designation. A change of Beneficiary may be made by filing a written request in a form satisfactory to the Company at its Home Office. A designation will not be in effect unless filed; but, if filed, it will be effective the date signed, subject to any payment made or action taken by the Company before We are notified of this change. If more than one Beneficiary is named without stating their respective interests they will share equally.

DEATH OF BENEFICIARY - Unless otherwise provided in the Beneficiary designation,

1. If any Beneficiary dies before the Insured, his interest will pass to any other Beneficiary(ies) as designated.
2. If no Beneficiary survives the Insured, the proceeds will be paid in one sum to the Owner, if living, otherwise to the Owner's spouse, if any, or if there is no such spouse, to the Owner's estate.
3. If all irrevocable beneficiaries have died, the Owner may name a new Beneficiary during the lifetime of the Insured.

An Irrevocable Beneficiary, if any, must consent to any subsequent change in Beneficiary.

VIII. OWNERSHIP AND ASSIGNMENT

OWNERSHIP - During the lifetime of the Insured, You are entitled to all rights and benefits granted by this Policy. You may, subject to the rights of any Irrevocable Beneficiary or Assignee of record:

1. change the ownership,
2. name a Contingent Owner who, if living or existing at Your death, will become the Owner of this Policy,
3. change the Beneficiary,
4. assign the Policy,
5. surrender the Policy for its Net Cash Value,
6. apply for a loan, or
7. exercise all rights and options that this Policy provides or that We permit.

IRREVOCABLE BENEFICIARY – If You name any Beneficiary as irrevocable, then the written consent of that Beneficiary will be required in order to make any changes as listed in the **OWNERSHIP** provision. To name a Beneficiary as irrevocable, You must do so in the application or by later written request.

CHANGE OF BENEFICIARY OR OWNERSHIP – You may change the Beneficiary or Owner at any time while the Insured is alive, except as stated above in the **IRREVOCABLE BENEFICIARY** Provision. To change the Beneficiary or the Owner, You must make a written request. Once we have recorded the change, it will take effect as of the date the request was signed. We will not be liable for any action taken before recording Your change request.

IX. GENERAL PROVISIONS

THE CONTRACT - This Policy and the attached Application make up the entire contract. Any statements made in the Application will be considered representations and not warranties, except in the case of fraud.

MISSTATEMENT OF AGE OR GENDER - If the age or gender of the Insured has been misstated, the benefits under this Policy will be those which the premiums paid would have purchased for the correct age or gender.

INCONTESTABILITY - The Company may not claim this Policy is void or deny payment of the death proceeds after the Policy has been in force during the Insured's lifetime for two years from the date of issue, except due to failure to pay premiums.

If this Policy is reinstated, the statements in the Application for Reinstatement will be incontestable after the Policy has been in force during the Insured's lifetime for two years from the effective date of the reinstatement. Any contest of the reinstatement of this Policy will be based on the Application for Reinstatement.

SUICIDE - If the Insured commits suicide, while sane or insane, within two years from the effective date of the Policy (or within one year of the date the Policy was delivered in Colorado, Missouri or North Dakota), Our liability will be limited to the premium paid for the Policy.

ALTERATIONS - Only the President, a Senior Vice-President, the Secretary, a Vice-President, an Assistant Vice-President, or Assistant Secretary of the Company has the power, on behalf of the Company, to change or waive any provision of this Policy. Any changes or waivers must be in writing.

DOCUMENTATION - At any time after the first Policy year, subject to Company approval, the amount of insurance may be decreased or supplementary benefits may be added or removed upon the Owner's written request. All elections, changes, and requests must be made in a form satisfactory to the Company. The Company shall not be liable for any action taken by it before an election, change, or request is received at the Home Office. The Company reserves the right to require return of the Policy for either of the following:

1. Payment of benefits; or
2. Endorsement of a change requested by the Owner.

CONFORMITY WITH STATE STATUTES - On the date of issue of this Policy, if any provisions of the Policy are in conflict with the laws of the state in which the Policy was issued, then these provisions are amended to conform to the minimum requirements of such laws.

TERMINATION - This Policy ends upon the occurrence of any of the following,:

1. If premiums for the Policy are not paid before the end of the grace period unless coverage can be continued as defined in the Nonforfeiture provision of this Policy.
2. If the Insured dies.
3. When the Policy is surrendered for its cash value.
4. 31 days after the Policy loan and loan interest equal or exceed the loan value and the overloan amount has not been paid.