

SERFF Tracking Number: AMGN-127915199 State: Arkansas
 Filing Company: American General Life Insurance Company State Tracking Number: 50593
 Company Tracking Number: 11239
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: Survivor Secure Lifetime GUL
 Project Name/Number: Survivor Secure Lifetime GUL/11239

Filing at a Glance

Company: American General Life Insurance Company

Product Name: Survivor Secure Lifetime GUL SERFF Tr Num: AMGN-127915199 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 50593
 Adjustable Life Closed
 Sub-TOI: L09I.002 Joint (Last Survivor) Co Tr Num: 11239 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Nancy Smith, Janice Hooley Disposition Date: 01/09/2012
 Date Submitted: 12/30/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Survivor Secure Lifetime GUL Status of Filing in Domicile: Authorized
 Project Number: 11239 Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 01/09/2012
 State Status Changed: 01/09/2012
 Deemer Date: Created By: Janice Hooley
 Submitted By: Janice Hooley Corresponding Filing Tracking Number: 11239
 Filing Description:
 RE: 11239 – Joint and Last Survivor Flexible Premium Adjustable Life Policy
 11242 – Joint and Last Survivor Flexible Premium Adjustable Life Policy
 11990 – Enhanced Surrender Value Rider

Dear Sir or Madam:

These forms are being submitted for your consideration and approval. They are new and do not replace any forms previously approved by your Department.

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No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

This policy will not be sold with an illustration compliant with the NAIC Model Illustration Regulation.

The policies are individual non-participating, joint and last survivor flexible premium adjustable life insurance policies. A Premium Expense Charge will be deducted from the gross premium, and the net premium amount will be credited to the Accumulation Value. The Premium Expense Charge is calculated by multiplying the applicable Premium Expense Charge Percentage, not to exceed 10.00%, by the premium paid. Interest is credited to the Accumulation Value monthly at a guaranteed interest rate of 2.0%. Deductions from the Accumulation Value are made monthly, and include a Monthly Administration Fee not to exceed \$10.00, cost of insurance provided by the policy, charges for benefits provided by riders, and a Monthly Expense Charge during a defined number of years. The Monthly Expense Charge will also be applied to any increase in Specified Amount during a defined number of years following an increase.

Death Benefit Compliance Tests are used to determine if a policy will qualify as life insurance. Policies can be issued with one of two Death Benefit Compliance tests. The two tests are the Guideline Premium Test and the Cash Value Accumulation Test.

The policy contains a "Continuation Guarantee". The Continuation Guarantee (CG) provides a benefit designed to continue insurance coverage within defined limits even if the policy's Accumulation Value less surrender charge less any outstanding loans is not large enough to cover the Monthly Deductions. The CG is an alternate policy value calculated in the same manner as the actual policy value, but using different charges and interest rates. The CG does not provide additional Death Benefit Proceeds. It is simply a reference value to determine whether or not the CG benefit is in effect.

The two policies are very similar but do contain some differences. Preferred Loans are available after the tenth policy anniversary and interest is charged on a Preferred Loan at an annual effective rate of not less than 2.91% nor more than 3.15% in form 11239 whereas Preferred Loans are available after the fifteenth policy anniversary and interest is charged on such loans at an annual effective rate of 3.38% in form 11242. Initially the Enhanced Surrender Value Rider will only be offered with form 11239.

Form 11990 is a Surrender Value Enhancement rider which makes the policy eligible for an Enhanced Surrender Value. The rider gives the Owner a one time opportunity to surrender the policy for the Enhanced Surrender Value. The Enhanced Surrender Value will be calculated and if greater than the Cash Surrender Value will be paid. The Enhanced Surrender Value will not be paid in addition to the Cash Surrender Value of the policy.

The policy will normally be issued on a sex distinct basis. However, it may be issued on a gender neutral basis if required by the Norris Decision. Please be assured that sex distinct policies will be issued with sex-distinct pages and

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gender neutral policies will be issued with gender neutral pages.

Unless otherwise informed, we reserve the right to alter the layout of the enclosed forms, including sequential ordering of the provisions, and type font, size and color.

The forms have been written using simplified language. The Flesch Readability scores are as follows:

Form Number	Score	Words	Syllables	Sentences
11239	54.69	13,214	20,772	700
11242	54.73	13,239	20,812	703
11990	55.41	355	585	30

If you have any questions or require additional assistance, please do not hesitate to call toll free at (800) 247-8837, extension 8313194. You may also reach me via e-mail at the following address: Nancy.M.Smith@aglife.com

Sincerely,

Nancy M. Smith
Compliance Administrator

Company and Contact

Filing Contact Information

Nancy Smith, Manager	nancy.m.smith@aglife.com
2929 Allen Parkway	713-831-3194 [Phone]
Mail Stop A38-40	713-342-7550 [FAX]
Houston, TX 77019	

Filing Company Information

American General Life Insurance Company	CoCode: 60488	State of Domicile: Texas
2727-A Allen Parkway	Group Code: 12	Company Type:
Houston, TX 77019	Group Name: AIG	State ID Number:
(713) 831-3508 ext. [Phone]	FEIN Number: 25-0598210	

Filing Fees

SERFF Tracking Number: AMGN-127915199 State: Arkansas
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Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: \$50.00 x 3 forms = \$150.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American General Life Insurance Company	\$150.00	12/30/2011	54933709

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/09/2012	01/09/2012

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	01/06/2012	01/06/2012	Janice Hooey	01/09/2012	01/09/2012

SERFF Tracking Number: AMGN-127915199 State: Arkansas
 Filing Company: American General Life Insurance Company State Tracking Number: 50593
 Company Tracking Number: 11239
 TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: Survivor Secure Lifetime GUL
 Project Name/Number: Survivor Secure Lifetime GUL/11239

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Form	Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Enhanced Surrender Value Rider		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/06/2012
Submitted Date 01/06/2012
Respond By Date 02/06/2012

Dear Nancy Smith,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be give to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, the the contract must comply with Bulletin 11-83.

We require a Statement of Variability.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Product Name: Survivor Secure Lifetime GUL
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Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/09/2012
Submitted Date 01/09/2012

Dear Linda Bird,

Comments:

This letter is in response to you objection letter for AMGN-127915199.

Response 1

Comments: I have attached a certification to be in compliance with the above referenced "Codes and Regulations" and a "Statement of Variability" has also been attached for this filing.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be give to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, the the contract must comply with Bulletin 11-83.

We require a Statement of Variability.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment:

Satisfied -Name: Statement of Variability

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Form Schedule

Lead Form Number: 11239

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11239	Policy/Cont Joint and Last ract/Fratern Survivor Flexible al Premium Adjustable Certificate Life Insurance Policy	Initial		54.690	11239 SURVIVOR SECURE LIFETIME AR.pdf
	11242	Policy/Cont Joint and Last ract/Fratern Survivor Flexible al Premium Adjustable Certificate Life Insurance Policy	Initial		54.730	11242 SURVIVOR SECURE LIFETIME NO LOAD AR.pdf
	11990	Policy/Cont Enhanced Surrender ract/Fratern Value Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.410	11990 ENHANCED SURRENDER VALUE RIDER.pdf

AMERICAN GENERAL LIFE
Insurance Company
A Stock Company

Home Office:
Houston, Texas

JOHN DOE
JANE DOE
POLICY NUMBER: 123456789

2727-A Allen Parkway
P.O. Box 1931
Houston, Texas 77251

(713) 522-1111

WE WILL PAY THE DEATH BENEFIT PROCEEDS to the Beneficiary if the Last Surviving Contingent Insured dies prior to the Maturity Date and while this policy is in force. Payment will be made after We receive due proof of the deaths of both Contingent Insureds, and will be subject to the terms of this policy.

WE WILL PAY THE CASH SURRENDER VALUE of this policy to the Owner on the Maturity Date if one or both Contingent Insureds are living on that date, this policy is in force, and the Owner chooses not to continue coverage beyond the Maturity Date. (See "Option to Extend Coverage".)

No benefits under the policy will be paid upon the death of the first Contingent Insured.

The consideration for this policy is the application and payment of the first premium. The first premium must be paid on or before delivery of this policy.

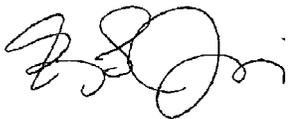
This is a JOINT AND LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY. An Adjustable Death Benefit is payable upon the Last Surviving Contingent Insured's death prior to the Maturity Date and while this policy is in force. Premium payments are flexible and payable to the Maturity Date. ACCUMULATION VALUES and CASH VALUES are flexible and will be based on the amount and frequency of premiums paid, and the amount of interest credited. NONPARTICIPATING – THIS POLICY WILL NOT PAY DIVIDENDS.

NOTICE OF RIGHT TO EXAMINE POLICY

You may return this policy within twenty* days after delivery if You are not satisfied with it for any reason. The policy may be returned to Us or to the agent through whom it was purchased. Upon surrender of the policy within the twenty* day period, it will be void from the beginning, and We will refund any premium paid.

*If the application for this policy indicates a replacement, the number of days is thirty days or longer if required by the applicable law in the state where the policy is issued for delivery.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.



Secretary



President

JOINT AND LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

READ YOUR POLICY CAREFULLY

INDEX

Accumulation Value		Incontestability	17
On Each Monthly Deduction Day	7	Interest Rate - Accumulation Values	9
On Other than a Monthly Deduction Day	7	Loan Interest	14
On the Date of Issue	6-7	Maturity Date	3
Annual Report	19	Monthly Administration Fee	3, 9
Beneficiary and Proceeds	15	Net Premium	5
Calculations - How We Calculate		Owner	4
The Cost of Insurance - Policy	8	Payment Options	15-17
The Monthly Deduction	8	Policy Loans	14
Cash Value	7	Policy Values Provisions	6-11
Changing Your Insurance Policy		Premium Payments	4-5
Change of Ownership or Beneficiary	15	Reinstatement	20
Changing the Specified Amount	6	Specified Amount	3
Continuation Guarantee Provisions	11-13	Suicide Exclusion	18
Contract	4	Surrender, Full or Partial	10
Cost of Insurance Rate Tables	3B, 3C, 3D	Surrender Charge Provision	8
Date of Issue	3, 4	Surrender Charge Table	3G
Death Benefit Provisions	5-6	When This Policy Terminates	20
Grace Period	10		

DEFINITIONS

Company Reference. The words "We", "Our", "Us", or "Company" mean American General Life Insurance Company.

"You", "Your." The words "You" or "Your" mean the Owner of this policy.

Home Office. Our office at 2727-A Allen Parkway, Houston, Texas 77251; Mailing Address P.O. Box 1931, Houston, Texas 77251.

Written, In Writing. A written request or notice in acceptable form and content, which is signed and dated, and received at Our Home Office.

Premium Class. The Premium Class of this policy is shown on the Policy Schedule as one or a combination of the following terms:

Preferred Plus. The term "Preferred Plus" means the cost of insurance is based on the Contingent Insured being an exceptional mortality risk and a non-user of tobacco and/or other products that contain nicotine.

Preferred. The term "Preferred" means the cost of insurance is based on the Contingent Insured being a significantly better than average mortality risk.

Standard. The term "Standard" means the cost of insurance is based on the Contingent Insured being an average mortality risk.

NOTICE

This Policy Is A Legal Contract Between
The Policy Owner And The Company.

DEFINITIONS (Cont'd)

Tobacco. The term "Tobacco" means the cost of insurance is based on the Contingent Insured being a user of tobacco and/or other products that contain nicotine.

Non-Tobacco. The term "Non-Tobacco" means the cost of insurance is based on the Contingent Insured being a non-user of tobacco and/or other products that contain nicotine.

Special. The term "Special" means "Sub-standard" or "Rated". This means an extra amount is being charged due to the Contingent Insured's health, occupation or avocation.

Uninsurable. The term "Uninsurable" means the Contingent Insured would not pass the underwriting requirements for a single life policy.

POLICY SCHEDULE

Contingent Insureds	Insurance Ages	[Sex]	Premium Classes
John Doe	35	[Male]	Preferred Plus
Jane Doe	35	[Female]	Preferred Plus
Initial Specified Amount:	\$100,000.00	Policy Number:	000000000
This Is A [Sex Distinct] Policy		Date of Issue:	December 1, 2011
		Maturity Date:	December 1, 2097
Initial Premium:		\$1693.13	
Planned Periodic Premium:		\$1693.13 Payable Annually	
Monthly Deduction Day:		[1 st] Day of Each Month	
Target Premium:		[\$277.60]	
Minimum Specified Amount (After A Decrease In Specified Amount):		[\$100,000.00]	
Minimum Specified Amount (After A Partial Surrender):		[\$50,000.00]	
Monthly Expense Charge:		[\$21.40]	
Monthly Expense Charge Duration:		[All] Policy Years [All] Years of An Increase	
Partial Surrender Fee:		Not to exceed \$50.00	
Death Benefit Discount Factor:		1.001651	
Death Benefit Compliance Test:		[Guideline Premium]	
Minimum Guaranteed Interest Rate Used in Calculating Accumulation Values:		Annual Effective 2.00%	Monthly .1651%
Mortality Table:		2001 Commissioners Standard Ordinary [Male or Female,] Smoker or Nonsmoker, Ultimate ANB Mortality Table	
		Guaranteed	Initial
Premium Expense Charge Percentages:			
For Amounts Less than or Equal to the Target Premium		10.00%	[8.00%]
For Amounts Greater than the Target Premium		10.00%	[8.00%]
Monthly Administration Fee:		\$10.00	[\$8.00]

Coverage may expire prior to the Maturity Date shown where either no premiums are paid following payment of the initial premium, or subsequent premiums are insufficient to continue coverage to such date, or the requirements of the Continuation Guarantee provisions have not been met. The duration of coverage will depend on: 1) the amount, timing and frequency of premium payments; 2) the interest rate credited; 3) any outstanding loans or partial surrenders; and 4) policy changes that include policy increases or decreases. If coverage continues to the Maturity Date, there is the possibility there may be little or no Cash Surrender Value to be paid on that date.

This Is A [State Name] Policy

Policy Schedule Continued – Policy Number 000000000

Additional Benefits Provided By Riders

Monthly Cost

Years Payable

Enhanced Surrender Value Rider

N/A

N/A

Enhanced Surrender Value

Availability:

[15th] Policy Anniversary

Enhancement Percentage:

[100%]

Termination Percentage:

[80%]

Policy Schedule Continued – Policy Number 000000000

**The Following Items Apply To The Continuation Guarantee (CG) Only
(See "Continuation Guarantee Provisions".)**

CG Account Interest Rates:

CG1 All Policy Years: [4.52%]

CG2 Policy Years: 2-[20] [4.48%]
[21 & above] [4.90%]

CG3 All Policy Years: [2.00%]

CG Death Benefit Discount Factor: 1.001651

CG Monthly Expense Charge: [\$12.60]

CG Monthly Expense Charge Duration: First [5] Policy Years
First [5] Years of An Increase

CG Premium Expense Charge Percentage:

Policy Year [1] [0%]

Policy Years [2-20] [0%]

Policy Years [21 & above] [0%]

CG Monthly Administration Fee: [\$10.00]

Policy Schedule Continued – Policy Number 000000000

**TABLE OF GUARANTEED MONTHLY COST OF INSURANCE RATES
PER \$1,000 NET AMOUNT AT RISK**

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.00008	44	1.97189
2	0.00026	45	2.30268
3	0.00048	46	2.68047
4	0.00073	47	3.14903
5	0.00102	48	3.67898
6	0.00136	49	4.25327
7	0.00177	50	4.90110
8	0.00228	51	5.63663
9	0.00291	52	6.39536
10	0.00369	53	7.35013
11	0.00467	54	8.37402
12	0.00584	55	9.46777
13	0.00730	56	10.53978
14	0.00888	57	11.30601
15	0.01077	58	12.32199
16	0.01316	59	13.61830
17	0.01607	60	15.16622
18	0.01980	61	17.01310
19	0.02430	62	18.77293
20	0.02991	63	20.60121
21	0.03694	64	21.19095
22	0.04545	65	22.34827
23	0.05559	66	24.01788
24	0.06699	67	25.71975
25	0.08037	68	27.63126
26	0.09641	69	29.73356
27	0.11600	70	32.06650
28	0.14012	71	34.60697
29	0.16870	72	37.23686
30	0.20207	73	39.95180
31	0.24104	74	42.70248
32	0.28582	75	45.57763
33	0.33694	76	48.52963
34	0.39640	77	51.38758
35	0.46433	78	54.17785
36	0.54553	79	56.74912
37	0.64168	80	60.29824
38	0.76102	81	63.63012
39	0.89783	82	67.09235
40	1.05429	83	70.87934
41	1.23524	84	74.40895
42	1.44308	85	78.00210
43	1.68636	86	83.33333]

The rates shown above represent the guaranteed (maximum) monthly cost of insurance for each \$1,000 of Net Amount at Risk.

TABLE A

TABLE OF MONTHLY CONTINUATION GUARANTEE COST OF INSURANCE RATES
PER \$1,000 OF CONTINUATION GUARANTEE NET AMOUNT AT RISK

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.00770	44	0.40914
2	0.02282	45	0.41468
3	0.03751	46	0.42011
4	0.05178	47	0.42544
5	0.06566	48	0.43067
6	0.07916	49	0.43580
7	0.09229	50	0.44083
8	0.10508	51	0.44577
9	0.11752	52	0.45062
10	0.12965	53	0.45538
11	0.14145	54	0.46006
12	0.15296	55	0.46465
13	0.16417	56	0.46916
14	0.17511	57	0.47359
15	0.18577	58	0.47794
16	0.19617	59	0.48221
17	0.20632	60	0.48641
18	0.21623	61	0.51919
19	0.22590	62	0.55432
20	0.23534	63	0.59193
21	0.24457	64	0.63229
22	0.25357	65	0.67555
23	0.26238	66	0.72196
24	0.27098	67	0.77172
25	0.27939	68	0.82510
26	0.28761	69	0.88235
27	0.29565	70	0.94380
28	0.30351	71	1.00971
29	0.31120	72	1.08040
30	0.31873	73	1.15623
31	0.32610	74	1.23751
32	0.33331	75	1.32469
33	0.34037	76	1.41813
34	0.34728	77	1.51833
35	0.35404	78	1.62564
36	0.36067	79	1.74062
37	0.36717	80	1.86375
38	0.37353	81	1.99557
39	0.37977	82	2.13660
40	0.38588	83	2.28745
41	0.39187	84	2.44870
42	0.39774	85	2.62098
43	0.40349	86	2.80499]

The rates shown above represent the monthly CG cost of insurance for each \$1,000 of CG Net Amount at Risk.

TABLE B

TABLE OF MONTHLY CONTINUATION GUARANTEE COST OF INSURANCE RATES
PER \$1,000 OF CONTINUATION GUARANTEE NET AMOUNT AT RISK

POLICY YEAR	RATE	POLICY YEAR	RATE
1	0.00008	44	1.97189
2	0.00026	45	2.30268
3	0.00048	46	2.68047
4	0.00073	47	3.14903
5	0.00102	48	3.67898
6	0.00136	49	4.25327
7	0.00177	50	4.90110
8	0.00228	51	5.63663
9	0.00291	52	6.39536
10	0.00369	53	7.35013
11	0.00467	54	8.37402
12	0.00584	55	9.46777
13	0.00730	56	10.53978
14	0.00888	57	11.30601
15	0.01077	58	12.32199
16	0.01316	59	13.61830
17	0.01607	60	15.16622
18	0.01980	61	17.01310
19	0.02430	62	18.77293
20	0.02991	63	20.60121
21	0.03694	64	21.19095
22	0.04545	65	22.34827
23	0.05559	66	24.01788
24	0.06699	67	25.71975
25	0.08037	68	27.63126
26	0.09641	69	29.73356
27	0.11600	70	32.06650
28	0.14012	71	34.60697
29	0.16870	72	37.23686
30	0.20207	73	39.95180
31	0.24104	74	42.70248
32	0.28582	75	45.57763
33	0.33694	76	48.52963
34	0.39640	77	51.38758
35	0.46433	78	54.17785
36	0.54553	79	56.74912
37	0.64168	80	60.29824
38	0.76102	81	63.63012
39	0.89783	82	67.09235
40	1.05429	83	70.87934
41	1.23524	84	74.40895
42	1.44308	85	78.00210
43	1.68636	86	83.33333]

The rates shown above represent the monthly CG cost of insurance for each \$1,000 of CG Net Amount at Risk.

Policy Schedule Continued – Policy Number 000000000

TABLE C

TABLE OF GUARANTEED CASH VALUE FACTORS
PER \$1,000 OF SPECIFIED AMOUNT

POLICY YEAR	FACTOR	POLICY YEAR	FACTOR
[1	0.0000	44	87.8900
2	0.0000	45	95.0730
3	0.0000	46	104.0730
4	0.0000	47	113.3730
5	0.0000	48	122.9730
6	0.0000	49	132.8720
7	0.0000	50	143.0700
8	0.0000	51	153.9600
9	0.0000	52	165.1640
10	0.0000	53	176.6840
11	0.0000	54	188.5180
12	0.0000	55	200.6670
13	0.0000	56	206.4750
14	0.0000	57	212.3610
15	0.0000	58	218.3230
16	0.0000	59	224.3630
17	0.0000	60	230.4800
18	0.0000	61	243.6940
19	0.0000	62	257.2160
20	0.0000	63	271.0440
21	0.0000	64	285.1810
22	0.0000	65	299.6240
23	0.0000	66	332.9750
24	0.0000	67	366.3260
25	0.0000	68	399.6780
26	1.9980	69	433.0290
27	4.1490	70	466.3800
28	6.4530	71	499.7310
29	8.9120	72	533.0830
30	11.5240	73	566.4340
31	15.4810	74	599.7850
32	19.6680	75	633.1360
33	24.0850	76	666.4880
34	28.7330	77	699.8390
35	33.6120	78	733.1900
36	38.7210	79	766.5410
37	44.0600	80	799.8930
38	49.6300	81	833.2440
39	55.4300	82	866.5950
40	61.4610	83	899.9460
41	67.7230	84	933.2980
42	74.2150	85	966.6490
43	80.9370	86	1,000.0000]

Policy Schedule Continued – Policy Number 000000000

TABLE D

TABLE OF CG ACCOUNT FACTORS
PER \$1,000 OF SPECIFIED AMOUNT

POLICY YEAR	FACTOR	POLICY YEAR	FACTOR
1	1.0460	44	74.9244
2	1.9824	45	77.1638
3	2.8091	46	79.4665
4	3.5253	47	81.8370
5	4.1302	48	84.2801
6	6.1714	49	86.8009
7	8.1697	50	89.4048
8	10.1268	51	92.0973
9	12.0446	52	94.8843
10	13.9252	53	97.7721
11	15.7702	54	100.7670
12	17.5813	55	103.8760
13	19.3603	56	107.1063
14	21.1087	57	110.4655
15	22.8282	58	113.9615
16	24.5204	59	117.6028
17	26.1867	60	121.3982
18	27.8288	61	125.0864
19	29.4480	62	128.6418
20	31.0459	63	132.0357
21	32.7498	64	135.2359
22	34.4477	65	138.2065
23	36.1417	66	140.9075
24	37.8337	67	143.2944
25	39.5259	68	145.3173
26	41.2204	69	146.9205
27	42.9193	70	148.0417
28	44.6248	71	148.6110
29	46.3393	72	148.5506
30	48.0649	73	147.7726
31	49.8043	74	146.1790
32	51.5598	75	143.6587
33	53.3340	76	140.0866
34	55.1295	77	135.3209
35	56.9492	78	129.2015
36	58.7959	79	121.5459
37	60.6725	80	112.1462
38	62.5822	81	100.7645
39	64.5280	82	87.1283
40	66.5136	83	70.9234
41	68.5422	84	51.7874
42	70.6177	85	29.3206
43	72.7437	86	1.0000]

Policy Schedule Continued – Policy Number 000000000

**TABLE OF SURRENDER CHARGES
PER \$1,000 OF INITIAL SPECIFIED AMOUNT**

The following charges apply to each \$1,000 of Initial Specified Amount surrendered or reduced (unless the reduction is due to a partial surrender) during the policy years shown below (Surrender Charge Period). The charge for the surrender of all or a portion of the Initial Specified Amount will be equal to the rate shown below for the year of surrender multiplied by the number of thousands of Specified Amount being surrendered.

POLICY YEAR	SURRENDER CHARGE RATE
1	[\$19.66
2	19.44
3	19.21
4	18.98
5	18.74
6	18.50
7	18.25
8	18.00
9	17.75
10	17.49
11	16.31
12	14.27
13	12.28
14	10.35
15	8.47
16	6.65
17	4.90
18	3.20
19	1.56]

A new Table of Surrender Charges for the amount of the increase will be furnished if there is an increase in Specified Amount.

**DEATH BENEFIT CORRIDOR RATES
BASED ON CASH VALUE ACCUMULATION TEST**

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	7.5130	44	1.5650
2	7.2241	45	1.5234
3	6.9463	46	1.4844
4	6.6794	47	1.4479
5	6.4228	48	1.4140
6	6.1762	49	1.3826
7	5.9391	50	1.3534
8	5.7112	51	1.3263
9	5.4922	52	1.3013
10	5.2818	53	1.2779
11	5.0796	54	1.2566
12	4.8853	55	1.2370
13	4.6986	56	1.2190
14	4.5193	57	1.2021
15	4.3470	58	1.1849
16	4.1815	59	1.1675
17	4.0226	60	1.1501
18	3.8700	61	1.1326
19	3.7236	62	1.1145
20	3.5831	63	1.0944
21	3.4483	64	1.0707
22	3.3191	65	1.0400
23	3.1952	66	1.0000
24	3.0766	67	1.0000
25	2.9629	68	1.0000
26	2.8541	69	1.0000
27	2.7498	70	1.0000
28	2.6502	71	1.0000
29	2.5549	72	1.0000
30	2.4639	73	1.0000
31	2.3771	74	1.0000
32	2.2942	75	1.0000
33	2.2151	76	1.0000
34	2.1398	77	1.0000
35	2.0679	78	1.0000
36	1.9994	79	1.0000
37	1.9343	80	1.0000
38	1.8724	81	1.0000
39	1.8138	82	1.0000
40	1.7583	83	1.0000
41	1.7057	84	1.0000
42	1.6561	85	1.0000
43	1.6092	86	1.0000]

For Death Benefit Corridor Rates between policy anniversaries: 1. Determine the difference in rates between the two anniversaries; and 2. Add to the earlier rate 1/12 of the difference in rates for each month that has passed since the earlier policy anniversary.

**DEATH BENEFIT CORRIDOR RATES
BASED ON GUIDELINE PREMIUM**

ATTAINED AGE OF YOUNGER CONTINGENT INSURED	RATE	ATTAINED AGE OF YOUNGER CONTINGENT INSURED	RATE
0-40	2.50	60	1.30
41	2.43	61	1.28
42	2.36	62	1.26
43	2.29	63	1.24
44	2.22	64	1.22
45	2.15	65	1.20
46	2.09	66	1.19
47	2.03	67	1.18
48	1.97	68	1.17
49	1.91	69	1.16
50	1.85	70	1.15
51	1.78	71	1.13
52	1.71	72	1.11
53	1.64	73	1.09
54	1.57	74	1.07
55	1.50	75-90	1.05
56	1.46	91	1.04
57	1.42	92	1.03
58	1.38	93	1.02
59	1.34	94	1.01
		95+	1.00

Contract. Your policy is a legal contract that You have entered into with Us. You have paid the first premium and have submitted an application, a copy of which is attached. In return, We promise to provide the insurance coverage described in this policy.

The entire contract consists of:

1. The policy; and
2. The attached riders, if any, that add benefits to the policy; and
3. The attached endorsements, if any; and
4. The attached copy of Your application, and any attached amendments or attached supplemental applications.

Date of Issue. The Date of Issue of this policy is the date on which the first premium is due. The Date of Issue is also the date from which all policy years, anniversaries, and Monthly Deduction dates are determined. The Date of Issue can be any day of the month except for the 29th, 30th or 31st. Within twenty calendar days of the date the initial premium was paid, the Owner may elect to have the Date of Issue reset to the date the initial premium was paid. In the event the Owner elects to have the Date of Issue reset and the date the initial premium was paid is either the 29th, 30th or 31st, the Date of Issue will be reset to the 1st day of the month following the month in which the initial premium was paid.

Owner. The Owner is as stated in the application unless later changed. During the Last Surviving Contingent Insured's lifetime the Owner may exercise every right this policy confers or We allow (subject to the rights of any assignee of record). You may have multiple Owners of this policy. In that case, the authorizations of all Owners are required In Writing for all policy changes. The Owner may be the same as one or both of the Contingent Insureds but does not have to be. If an Owner dies while this policy is in force and either Contingent Insured is living, ownership rights pass to a successor Owner recorded in Our records, if any; otherwise ownership rights pass to the estate of the Owner.

Last Surviving Contingent Insured. The Last Surviving Contingent Insured is the last survivor of the Contingent Insureds named on the Policy Schedule. Payment of a Death Benefit under this policy will be made upon the death of the Last Surviving Contingent Insured. The term "second death" means "death of the Last Surviving Contingent Insured."

Notification of First Death. While Death Benefit Proceeds will be payable upon the second death, We must receive proof of the death of both Contingent Insureds before payment will be made. Therefore, it is important that due proof of the first death be furnished to the Company at the time of such death.

PREMIUM PAYMENTS

All premiums after the first are payable in advance. Premium payments are flexible. This means You may choose the amount and frequency of payments.

The actual amount and frequency of premium payments will affect the Cash Values and the amount and duration of insurance. Please refer to the "Policy Values Provisions" for a detailed explanation.

Planned Periodic Premiums. The amount and frequency of the Planned Periodic Premiums You selected are shown on the Policy Schedule. You may request a change in the amount and frequency. We may limit the amount of any increase. (See "Maximum Premium".) Payment

of the Planned Periodic Premium may not be sufficient to keep Your policy in force until maturity. You can choose a higher Planned Periodic Premium or an increase in the frequency of payments to keep Your policy in force. (See "Grace Period".)

Unplanned Additional Premiums. You may pay additional premiums at any time before the Maturity Date shown on the Policy Schedule. We may limit the number and amount of additional premiums. (See "Maximum Premium" and "Maximum Net Amount at Risk".) Any unplanned payment will be applied as an unplanned additional premium unless You specifically state otherwise.

PREMIUM PAYMENTS (Cont'd)

Maximum Premium. We reserve the right to refund any premium that would cause this policy to fail to qualify as life insurance under the Death Benefit Compliance Test and under applicable tax laws. However, the premium shall not be refunded if it is necessary to keep Your policy in force.

Maximum Net Amount at Risk. We reserve the right to refund any premium that would cause an immediate increase in the Net Amount at Risk unless both Contingent Insureds are living and provide evidence of insurability satisfactory to Us. We may automatically effect a partial surrender or reduce the Death Benefit, both of which may have federal tax consequences, if the Net Amount at Risk exceeds Our limitations. (We determine the "Net Amount at Risk" as shown in the "How We Calculate the Cost of Insurance for the Policy" provision.)

Where to Pay. You may make Your payments to Us at Our Home Office or to an authorized agent. All premium checks must be made payable to the Company. A receipt signed by an officer of the Company will be furnished upon request.

Premium Expense Charge. The Premium Expense Charge is calculated by multiplying the premium paid by the Premium Expense Charge Percentage. Two percentages will apply when the premium paid is greater than the Target Premium. In this case one percentage will apply to the premium amount less than or equal to the Target Premium and another percentage will apply to any premium amount greater than the Target Premium. The Target Premium is shown on the Policy Schedule. The Premium Expense Charge Percentages are adjustable, but will never be more than the guaranteed Premium Expense Charge Percentages shown on the Policy Schedule. No Premium Expense Charge will be deducted if the source of the premium is Cash Surrender Values from another policy issued by the Company. (We refer to this as an internal rollover.) This exception does not apply to the CG Account.

Net Premium. The term Net Premium as used in this policy means the premium paid, less the Premium Expense Charge except as stated in the Premium Expense Charge provision.

DEATH BENEFIT PROVISIONS

Death Benefit Proceeds. If both Contingent Insureds die prior to the Maturity Date and while this policy is in force, We will pay the Death Benefit Proceeds to the Beneficiary. The Death Benefit Proceeds will be subject to:

1. Calculation of the Death Benefit Amount; and
2. Any increases or decreases made to the Specified Amount. The Initial Specified Amount is shown on the Policy Schedule.

Guidelines for changing the Specified Amount will be found in the "Changing Your Insurance Policy" section.

Net premiums received before the date of the second death will not be refunded but will be included in the Accumulation Value for purposes of calculating the Death Benefit Amount. Any

premium received on or after the date of the second death will be refunded and will not be included in the Accumulation Value for purposes of calculating the Death Benefit Amount.

The Death Benefit Proceeds will be the Death Benefit Amount, after reversing any premium received on or after the date of the second death, less any outstanding loan, plus any amounts that are payable by riders and will be subject to the other provisions of the "Beneficiary and Proceeds" section.

Death Benefit Compliance Test. The Death Benefit Compliance Test is used to determine if a policy will qualify as life insurance under applicable tax laws. The test is shown on the Policy Schedule.

DEATH BENEFIT PROVISIONS (Cont'd)

Death Benefit Amount. The Death Benefit Amount will be the greater of:

1. The Specified Amount on the date of the second death; or

2. The Accumulation Value on the date of the second death multiplied by the applicable Death Benefit Corridor Rate.

Death Benefit Corridor Rates are shown in the Death Benefit Corridor Rates table.

CHANGING YOUR INSURANCE POLICY

You may request a change in the Specified Amount at any time except that a decrease in the Specified Amount may not become effective prior to the end of the first policy year. Your request must be submitted to Our Home Office In Writing. The change and its effective date will appear in an endorsement to this policy.

Increasing the Specified Amount. Increases in Specified Amount will only be considered while both Contingent Insureds are living. We will require an application for each Contingent Insured and evidence of insurability satisfactory to Us for any increase in the Specified Amount. An increase will be effective on the Monthly Deduction Day on or next following the date the application for increase is approved by Us. The effective date will appear in an endorsement to this policy.

Decreasing the Specified Amount. Any decrease will go into effect on the Monthly Deduction Day following the day We receive the request. The Death Benefit Amount remaining in effect after any decrease cannot be less than the greater of:

1. The Minimum Specified Amount (After A Decrease In Specified Amount) shown on the Policy Schedule; or
2. Any Death Benefit Amount required to qualify this policy as life insurance under applicable tax laws.

Any such decrease will be applied in the following order:

1. Against the Specified Amount provided by the most recent increase;
2. Against the next most recent increases successively;
3. Against the Specified Amount provided under the original application.

Any reduction in Specified Amount will be subject to any applicable pro-rata surrender charges, unless the reduction is due to a partial surrender. The pro-rata surrender charge is calculated by multiplying the number of thousands of Specified Amount being surrendered by the appropriate rate shown in the applicable Table of Surrender Charges. The pro-rata surrender charge will be deducted from the Accumulation Value. The surrender charges for the remainder of the Surrender Charge Period will be reduced proportionally. However, if the pro-rata surrender charge is greater than the Accumulation Value, the Specified Amount decrease will not be allowed.

Changing the Terms of Your Policy. Any change in Your policy must be approved in writing by the President, a Vice President, an Administrative Officer or the Secretary of the Company. No agent has the authority to make any changes or waive any of the terms of Your policy.

POLICY VALUES PROVISIONS

Accumulation Value

On the Date of Issue. The Accumulation Value on the Date of Issue will be:

1. The Net Premium received; less
2. The Monthly Deduction for the first policy month. (See "How We Calculate a Monthly Deduction".)

POLICY VALUES PROVISIONS (Cont'd)

The first Deduction Day is the Date of Issue. The Monthly Deduction Day is shown on the Policy Schedule.

On Each Monthly Deduction Day. On each Monthly Deduction Day after the Date of Issue, We will determine the Accumulation Value as follows:

1. We will take the Accumulation Value as of the last Monthly Deduction Day; and
2. Add all Net Premiums received since the last Monthly Deduction Day; and
3. Add the interest earned for the month:
 - A. Interest will be applied for the entire month on the excess of the Accumulation Value on the last Monthly Deduction Day over any partial surrenders made since the last Monthly Deduction Day;
 - B. If a Net Premium has been received since the last Monthly Deduction Day, including the Date of Issue, interest on such amount will be added on a pro-rata basis beginning with the date received throughout the last day of the policy month. No interest is applied until the initial premium is paid;
 - C. If a partial surrender has been made since the last Monthly Deduction Day, interest on the amount of such partial surrender will be added on a pro-rata basis beginning with the last Monthly Deduction Day through the day of such partial surrender; and
4. Subtract any partial surrender made, any pro-rata surrender charges and any charges for partial surrenders since the last Monthly Deduction Day; and
5. Subtract the Monthly Deduction for the policy month. (See "How We Calculate a Monthly Deduction".)

On any Day Other Than a Monthly Deduction Day. The Accumulation Value on any day other than a Monthly Deduction Day will be:

1. The Accumulation Value as of the last Monthly Deduction Day;
2. Less any partial surrenders paid, any pro-rata surrender charges and any charges for partial surrenders since the last Monthly Deduction Day;
3. Plus all Net Premiums received since the last Monthly Deduction Day;
4. Plus interest earned since the last Monthly Deduction Day.

The Accumulation Value will never be less than zero.

Cash Value. The Cash Value of this policy will be equal to the greater of A or B where:

A equals the Accumulation Value less the surrender charge; and

B equals:

1. The Specified Amount divided by 1,000; multiplied by
2. The Guaranteed Cash Value Factor shown in the Table of Guaranteed Cash Value Factors (Table C); multiplied by
3. The CG Account value divided by the Target CG Account value, where the result does not exceed 1.0.

The Target CG Account value equals:

1. The Specified Amount divided by 1,000; multiplied by
2. The CG Account Factor shown in the Table of CG Account Factors (Table D).

POLICY VALUES PROVISIONS (Cont'd)

The Cash Value will always equal the Accumulation Value less the surrender charge if:

1. The Specified Amount is increased;
2. A change in Premium Class occurs; or
3. This policy is reinstated.

Cash Surrender Value. The Cash Surrender Value of this policy will be equal to the Cash Value less any outstanding loans.

Monthly Deductions May Be Made Only if There Is Sufficient Value (Unless Policy Is Being Continued Under the Continuation Guarantee Provisions). Unless this policy is being continued in force under the Continuation Guarantee provisions, a Monthly Deduction from the Accumulation Value may be made only if the Accumulation Value less surrender charge less any outstanding loans is equal to or greater than the Monthly Deduction. The Accumulation Value will be reduced by the amount of each Monthly Deduction. If the Accumulation Value less surrender charge less any outstanding loans on a Monthly Deduction Day is not sufficient to meet the Monthly Deduction for the current month, this policy will be subject to the "Grace Period" and "Continuation Guarantee" provisions.

Surrender Charge. Surrender charges will apply if the Initial Specified Amount is surrendered or reduced during the Surrender Charge Period. Surrender charges for any increases in Specified Amount will apply if such increases are surrendered or reduced during the Surrender Charge Period of each increase. A new surrender charge table that applies to the increase will be furnished if there is an increase in Specified Amount. (See applicable Table of Surrender Charges.)

You may make a request for full surrender at any time during either Contingent Insured's lifetime before the Maturity Date.

A reduction in Specified Amount due to a requested partial surrender, full surrender, or partial surrender will be calculated as of the day We receive Your request.

How We Calculate a Monthly Deduction. Each Monthly Deduction includes:

1. The cost of insurance for the policy; and
2. The charges for benefits provided by riders; and
3. The Monthly Administration Fee; and
4. The Monthly Expense Charge, if any.

How We Calculate the Cost of Insurance for the Policy. We calculate the cost of insurance at the beginning of each policy month. The cost of insurance is determined on the Monthly Deduction Day by multiplying the Net Amount at Risk by the cost of insurance rate per \$1,000 and dividing the result by 1000.

To determine the Net Amount at Risk, We:

1. Divide the Death Benefit Amount for the Initial Specified Amount or any subsequent increase in the Specified Amount under the policy by the Death Benefit Discount Factor shown on the Policy Schedule; and
2. Reduce the result by the amount of Accumulation Value allocated to the Initial Specified Amount or any increase in the Specified Amount:
 - a. Before the cost of insurance deduction is taken; and
 - b. After any applicable charges for benefits provided by riders, the Monthly Expense Charge, if any, and the Monthly Administration Fee are deducted.

The Accumulation Value for the Initial Specified Amount or any subsequent increase in the Specified Amount is determined by the ratio of the Initial Specified Amount or the subsequent increase in the Specified Amount to the total Specified Amount (Initial plus increase).

POLICY VALUES PROVISIONS (Cont'd)

The total cost of insurance for the policy will be the sum of the cost of insurance for the Initial Specified Amount and any subsequent increases in the Specified Amount.

Charges for Benefits Provided by Riders. All charges for benefits provided by riders will be as stated on the Policy Schedule or in an endorsement to this policy. Riders are not part of the policy.

Monthly Administration Fee. An administration fee will be deducted monthly. The amount of the Monthly Administration Fee may be adjusted, but will never be greater than the guaranteed Monthly Administration Fee shown on the Policy Schedule.

Monthly Expense Charge. A Monthly Expense Charge will be deducted monthly. Such charge applies to the Initial Specified Amount and to any increase in Specified Amount. The Monthly Expense Charge for the Initial Specified Amount is shown on the Policy Schedule. The duration of the charge for the Initial Specified Amount and any increase in Specified Amount is also shown on the Policy Schedule. The Monthly Expense Charge for any increase in Specified Amount will be provided in an endorsement to this policy. Any decrease in Specified Amount will not change the Monthly Expense Charge then in effect.

Cost of Insurance Rate. The cost of insurance rate for the Initial Specified Amount, and for each Specified Amount increase, is based on each Contingent Insured's:

1. Gender (if issued on a Sex Distinct basis);
2. Age nearest birthday on each policy anniversary; and
3. Premium class shown on the Policy Schedule associated with the Initial Specified Amount and Premium Class associated with each increase in the Specified Amount, if any, shown in subsequent endorsements.

We can use cost of insurance rates that are lower than the guaranteed rates. Any change in rates will apply to all policies in the same rate class as this policy. The rate class of this policy is determined on its Date of Issue according to:

1. The calendar year of issue and policy year; and
2. The plan of insurance; and
3. The amount of insurance; and
4. The age, gender and Premium Class of each Contingent Insured if issued on a Sex Distinct basis or the age and Premium Class if issued on a Gender Neutral basis.

Changes in Rates, Charges and Fees. This policy does not participate in Our profits or surplus. Any redetermination of the cost of insurance rates, interest rates, Premium Expense Charge Percentage, or Monthly Administration Fee will be based on Our future expectations as to mortality, persistency, expenses, investment earnings, reinsurance costs, and any state and federal taxes. We will not change these rates or charges in order to recoup any prior losses.

Interest Rate. The minimum guaranteed interest rate used in calculating the Accumulation Value is shown on the Policy Schedule. We can use interest rates greater than the guaranteed rate to calculate Accumulation Values. Interest credited to the Accumulation Value in excess of the minimum guaranteed interest rate becomes nonforfeitable except for surrender charges. Interest credited in excess of the minimum guaranteed interest rate, if any, will be credited no less frequently than annually. We can apply a different rate of interest to that portion of the Accumulation Value that equals the amount of an outstanding loan. The interest rate applied to amounts equal to outstanding loans will be at an annual effective rate equal to or greater than the minimum guaranteed interest rate used in calculating the Accumulation Value.

POLICY VALUES PROVISIONS (Cont'd)

Grace Period. The Grace Period is the 61-day period that follows a Monthly Deduction Day or an annual loan interest due date if:

1. There is not enough Accumulation Value less surrender charge less any outstanding loans to pay the amount due; and
2. The requirements of the Continuation Guarantee provisions have not been met.

There is no Grace Period for any Monthly Deduction Day that occurs before the initial premium is paid.

Any payments sent by U.S. mail must be postmarked within the Grace Period in order to keep Your policy in force. If the amount of premium required to keep Your policy in force is not paid by the end of the Grace Period, this policy will terminate without value. However, We will give You at least 31 days notice prior to termination that Your policy is in the Grace Period. We will determine the amount of premium required to keep Your policy in force and advise You of that amount. Such 31 days prior notice will be sent to You at Your last known address, and to the assignee(s) of record, if any. The amount of premium required to keep Your policy in force will be the lesser of an amount:

1. Equal to the Monthly Deductions for the Grace Period and an amount to keep the policy in force for three additional months after the Grace Period; or
2. That satisfies the premium requirements of the Continuation Guarantee provision.

If the second death occurs during the Grace Period, Monthly Deductions through the policy month in which death occurred will be deducted from the proceeds, if any.

If a surrender request is received within 31 days after the Grace Period commences, the Cash Surrender Value payable will not be less than the Cash Surrender Value on the Monthly Deduction Day the Grace Period commenced. The Monthly

Deduction for the policy month following such Monthly Deduction Day will not be subtracted in the calculation of such Cash Surrender Value.

Full Surrender. You may return Your policy to Us and request its Cash Surrender Value at any time during either Contingent Insured's lifetime before the Maturity Date. The Cash Surrender Value will be calculated as of the day We receive Your request. If surrender takes place within 31 days after a policy anniversary, the Cash Value will not be less than on that anniversary. However, calculation of the Cash Surrender Value will take into account any partial surrender, loan and/or Monthly Deduction taken within those 31 days.

Partial Surrender. At any time after the fifth policy year and prior to the Maturity Date, You may request a partial surrender. The amount available for a partial surrender is any amount up to the Accumulation Value less surrender charge less any outstanding loans at the time of Your request. The partial surrender request must be received In Writing prior to the Maturity Date during either Contingent Insured's lifetime.

A partial surrender will result in a reduction of the Cash Value, Accumulation Value, CG Account value, Specified Amount and the Death Benefit Amount. The Cash Value will be reduced by the amount of the partial surrender. The Accumulation Value, CG Account value and the Specified Amount will be reduced in the same proportion as the reduction in Cash Value. The reduction in Specified Amount will be subject to the same guidelines and restrictions as outlined in the "Decreasing the Specified Amount" provision. The Specified Amount remaining after this reduction must be no less than the Minimum Specified Amount (After a Partial Surrender) shown on the Policy Schedule. A requested partial surrender will not be allowed if it would cause a reduction in the Death Benefit Amount to where the policy would fail to qualify as life insurance under the applicable tax laws and regulations.

There will be a charge not to exceed \$50.00 for each partial surrender.

POLICY VALUES PROVISIONS (Cont'd)

Payment of Cash Value Benefit. We can delay payment of Cash Surrender Values for up to 6 months, or the period allowed by law, whichever is less. However, We cannot delay payment of a partial surrender if the amount is to be used to pay a premium to Us.

Continuation of Insurance Coverage if Amount or Frequency of Premium Payments Is Reduced or if Premium Payments Are Discontinued. This policy will remain in force as long as the requirements of the Continuation Guarantee provisions are met or the Accumulation Value less surrender charge less any outstanding loans is greater than zero. If You reduce the amount or frequency of premium payments, or if

You discontinue payment of premiums and do not surrender this policy, We will continue making Monthly Deductions (as long as there is sufficient Accumulation Value less surrender charge less any outstanding loans to make such deductions) until the Maturity Date. This policy will remain in force until the earliest of the following dates:

1. The Maturity Date (if there is sufficient value to make Monthly Deductions to that date); or
2. Full surrender of the policy; or
3. The end of the Grace Period; or
4. The second death.

CONTINUATION GUARANTEE PROVISIONS

The Continuation Guarantee (CG) provides a benefit designed to continue Your insurance coverage if Your Accumulation Value less surrender charge less any outstanding loans is not large enough to cover the Monthly Deductions. The CG does not provide additional Death Benefit Proceeds. The CG is a reference value used to determine whether or not the CG benefit is in effect.

The CG benefit will remain in effect:

1. As long as the value of the Continuation Guarantee Account ("CG Account") is greater than or equal to zero; and
2. The Accumulation Value less surrender charge less any outstanding loans is enough to cover any loan interest when due.

The "CG Account" is the sum of the "CG1", "CG2", and "CG3" Accounts.

The CG policy value is calculated in the same manner as the actual policy value, but using different charges and interest rates. Except as stated in the Policy Changes provision, the tables of CG cost of insurance rates, CG interest rates,

and all other CG charges used in this alternate policy value calculation are guaranteed not to change.

Continuation Guarantee Specified Amount. The CG Specified Amount is only used to determine the CG Account values. The CG Initial Specified Amount is the same as the Initial Specified Amount for the policy.

Continuation Guarantee Premium Expense Charge. The CG Premium Expense Charge is calculated by multiplying the premium paid by the CG Premium Expense Charge Percentage. The CG Premium Expense Charge Percentages are shown on the Policy Schedule. They are used to determine the CG Premium Expense Charge for the CG Account.

Continuation Guarantee Net Premium. The term CG Net Premium as used in this policy means the premium paid, less the CG Premium Expense Charge.

Continuation Guarantee Account Values. CG Net Premiums will be allocated to the CG Account in accordance with the following rules:

CONTINUATION GUARANTEE PROVISIONS (Cont'd)

1. During the first policy year:
 - a. The initial CG Net Premium will be allocated to CG1; and
 - b. Additional CG Net Premiums will be allocated to CG1 if the value of the CG Account is greater than zero; and
 - c. Additional CG Net Premiums will be allocated to CG3 if the value of the CG Account is equal to or less than zero.
2. After the first policy year, the CG Net Premium will be allocated to CG2, unless:
 - a. The value of the CG Account is zero on the last policy anniversary, in which case all CG Net Premiums received until the following anniversary will be allocated to CG3; or
 - b. The value of the CG Account is less than or equal to zero on the date the CG Net Premium is received, in which case the CG Net Premium will be allocated to CG3.

The values of the CG1, CG2, CG3 Accounts are determined on each Monthly Deduction Day by accumulating with interest:

1. The value for the prior month;
2. Plus CG Net Premiums credited to that account;
3. Less any partial surrenders paid, any pro-rata surrender charges and any charges for partial surrenders deducted from that account;
4. Less Monthly Deductions deducted from that account;
5. Less loans made since the last Monthly Deduction Day.

If the initial CG Net Premium is received within the 28 day period following the Date of Issue, it will be applied to CG1 as if it were received on the Date of Issue.

CG Net Premiums received within the 28 day period following any Monthly Deduction Day will be applied to each account as if the premium were received on the Monthly Deduction Day.

External Rollovers Applied to the Continuation Guarantee Account. If the source of any premium applied to the CG Account is Cash Surrender Value from a policy issued by another company (External Rollover that qualifies under Section 1035 of the Internal Revenue Code), and it is received on or before the Monthly Deduction Day of the 12th month after the Date of Issue of the policy, it will be applied to CG1 as if it were received on the Date of Issue of the policy.

Continuation Guarantee Accounts - Monthly Deductions. Each Monthly Deduction includes:

1. The cost of insurance provided by the CG; and
2. The charges for benefits provided by riders; and
3. The CG Monthly Administration Fee; and
4. The CG Monthly Expense Charge, if any.

Monthly Deductions will be taken from the accounts in the following order:

1. From CG3 until it is reduced to zero;
2. From CG2 until it is reduced to zero;
3. From CG1 until it is reduced to zero; and
4. Deductions will then be taken from CG3 resulting in a value that is less than zero.

How We Calculate the Cost of Insurance for the Continuation Guarantee. We calculate the CG cost of insurance at the beginning of each policy month. The CG cost of insurance is determined on the Monthly Deduction Day, including the Date of Issue if applicable, by multiplying the Continuation Guarantee Net Amount at Risk by the CG cost of insurance rate per \$1,000 and dividing the result by 1,000.

CONTINUATION GUARANTEE PROVISIONS (Cont'd)

There are two tables of CG cost of insurance rates that will apply to the CG Account. Table A will apply on each Monthly Deduction Day that the value of CG3 is zero. Table B will apply on each Monthly Deduction Day that CG3 is not zero.

Continuation Guarantee Death Benefit Amount.

The CG Death Benefit Amount described below is only used to determine CG Account values.

The CG Death Benefit Amount will be the greater of:

1. The CG Specified Amount on the date of the second death; or
2. The CG Account value plus outstanding loans on the date of the second death multiplied by the applicable Death Benefit Corridor Rate.

Continuation Guarantee Net Amount at Risk.

To determine the CG Net Amount at Risk, We:

1. Divide the CG Death Benefit Amount by the CG Death Benefit Discount Factor shown on the Policy Schedule; and
2. Reduce the result by the greater of: (1) zero; or (2) the sum of the CG Account value and outstanding loans:
 - a. Before the cost of insurance deduction is taken; and
 - b. After the applicable charges for benefits provided by riders, the CG Monthly Expense Charge, if any, and the CG Monthly Administration Fee are deducted.

Continuation Guarantee Interest Rates. CG interest rates for each CG Account are shown on the Policy Schedule. Interest will begin to accumulate as of the date the Net Premium is credited. The initial CG Net Premium will be credited as of the Date of Issue if the initial premium is paid within the 28 day period following

the Date of Issue. CG Net Premiums received within 28 days of any Monthly Deduction Day will be credited as of that Monthly Deduction Day.

Partial Surrenders. The gross amount of any partial surrender will be deducted from the CG Accounts in the same proportion as the reduction in Cash Value. The CG Accounts will be reduced in the same order as Monthly Deductions. (That is: From CG3 until it is reduced to zero; then from CG2 until it is reduced to zero; then from CG1 until it is reduced to zero; and finally, deductions causing a balance that is less than zero will be applied to CG3.)

Policy Changes. The CG charges and CG interest rates shown on the Policy Schedule pages for the CG may change in the event of an increase in Specified Amount or a change in Premium Class. We will send notice to Your last known address of any such changes in these Policy Schedule pages. A decrease in Specified Amount will be subject to any applicable pro-rata surrender charges, unless the decrease is due to a partial surrender. A decrease in Specified Amount will not change the CG Monthly Expense Charge then in effect.

Continuation Guarantee Accounts - Loans.

When a loan is made, the amount of the loan will be deducted from the CG Accounts in the following order:

1. From CG3 until it is reduced to zero; then
2. From CG2 until it is reduced to zero; then
3. From CG1 until it is reduced to zero; and then
4. Deductions will then be taken from CG3 which will result in a value that is less than zero.

Interest credited to amounts equal to outstanding loans, and loan repayments will be applied to CG1, CG2, and CG3 in the same order as premium payments.

POLICY LOANS

You may borrow from Us at any time while this policy is in force, an amount which is equal to or less than the policy's loan value. The loan value will be the:

1. Accumulation Value less surrender charge; less
2. Any prior outstanding loan; less
3. Interest on the amount to be borrowed to the next policy anniversary; less
4. Interest on any prior outstanding loan to the next policy anniversary.

The outstanding loan amount equals:

1. The loan amount as of the beginning of the policy year; plus
2. New loans; plus
3. Accrued but unpaid loan interest; minus
4. Loan repayments.

Loan Interest. Except for Preferred Loans, the Annual Policy Loan Interest Rate is 3.85%, due in advance. (This is equivalent to an annual effective rate of 4.00%, paid at the end of the policy year.) On each policy anniversary, loan interest for the next year is due in advance. Interest not paid when due will be added to the loan. (See "Preferred Loans".)

How You May Repay a Loan. You may repay all or part of an outstanding loan at any time, except that:

1. Repayment may be made only while this policy is in force and prior to the second death; and
2. A partial repayment must be at least \$10.00; and
3. You must specify the payment is to repay all or part of the outstanding loan.

Except as provided in the "Grace Period" provision, this policy will lapse at any time Your outstanding loans exceed the Accumulation Value less surrender charge. However, at least 31 days prior notice must be mailed by Us to Your last known address and to the assignee of record, if any.

We Can Delay Payment. We can delay lending You money for up to 6 months, or the period allowed by law, whichever is less. However, We cannot delay lending You money if the amount is to be used to pay a premium to Us.

Obtaining a Loan. You may obtain a loan by Written request and assignment of the policy as sole security for the loan.

Preferred Loans. A "Preferred Loan" is a loan that is made at a net cost to the Owner that is less than the net cost of other loans. By "net cost" We mean the amount of interest charged for the loan less interest credited to the amount of the Accumulation Value equal to a loan. Starting on the tenth policy anniversary, this policy will be eligible for "Preferred Loans" subject to the following guidelines:

1. The maximum amount of the loan value eligible for Preferred Loans during a policy year is restricted to policy earnings, defined as:
 - a. The Accumulation Value less surrender charge less any outstanding loans at the beginning of the policy year; less
 - b. The sum of premiums paid in excess of partial surrenders since the Date of Issue.
2. When a Preferred Loan is made, loan interest to the next policy anniversary is due in advance at an annual effective rate of not less than 2.91% nor more than 3.15%. (This is equivalent to an annual effective rate of not less than 3.00% nor more than 3.25% respectively, paid at the end of the policy year.)

BENEFICIARY AND PROCEEDS

Beneficiary. The Beneficiary as named in the application, or later changed by You, will receive the proceeds upon the second death. Unless You have stated otherwise, proceeds will be paid as follows:

1. If any Beneficiary dies while the Last Surviving Contingent Insured is living, that Beneficiary's interest will pass to any other Beneficiaries of the Last Surviving Contingent Insured according to their respective interests; or
2. If there is no Beneficiary upon the second death (and there is no provision to the contrary), proceeds will be paid in one lump sum to the Owner, if living; otherwise proceeds will be paid to the Owner's estate.

Common Disaster. If We cannot determine whether a Beneficiary or the Last Surviving Contingent Insured died first in a common disaster, We will assume that the Beneficiary died first. Proceeds will be paid on this basis unless an endorsement to this policy provides otherwise.

Simultaneous Death of Contingent Insureds if Contingent Insureds are Owners. If the Contingent Insureds are also the Owners and We are unable to determine to Our satisfaction that one of the Contingent Insureds predeceased the

other, it will be assumed that the Contingent Insureds died simultaneously. Thereupon, one-half of the Death Benefit Proceeds will be payable with respect to each of the Contingent Insured's Beneficiaries.

Proceeds. Proceeds mean the amount payable on:

1. The Maturity Date; or
2. Exercise of the full surrender benefit; or
3. The second death.

The proceeds on the Maturity Date will be the Cash Surrender Value provided coverage is not continued beyond the Maturity Date. (See "Option to Extend Coverage".) The proceeds payable on the second death will be the Death Benefit Amount, after refunding any premium received on or after the date of the second death, less any outstanding loans and will be subject to the other provisions of the "Beneficiary and Proceeds" section.

All proceeds and partial surrender benefits are subject to the provisions of the "Payment Options" section and the other provisions of this policy. Full payment of policy proceeds to the person(s) designated as entitled discharges Us from all claims.

CHANGE OF OWNERSHIP OR BENEFICIARY

You may change the Owner or the Beneficiary at any time during the lifetime of either Contingent Insured unless the previous designation provides otherwise. To do so, send a Written request to Our Home Office. The change will go into effect when We have received the change. However,

after the change is received, it will be deemed effective as of the date You signed the Written request for change. The change will be subject to any payment made or action taken by Us before We receive the request.

PAYMENT OPTIONS

Proceeds are payable in one sum. Instead of being paid in one sum, all or part of the proceeds may be applied under any of the Payment Options described below. In addition to these options, other methods of payment may be chosen with Our consent. The amount applied to purchase a

Payment Option will not be less than would be provided by immediate annuity purchase rates offered by the Company at the time the Payment Option payments are to begin.

PAYMENT OPTIONS (Cont'd)

Payment Contract. When proceeds become payable under a Payment Option, a Payment Contract will be issued to each payee. The Payment Contract will state the rights and benefits of the payee. It will also name those who are to receive any balance unpaid at the death of the payee.

Election of Options. The Owner may elect or change any Payment Option while either Contingent Insured is living, subject to the provisions of this policy. This election or change must be In Writing. Within 60 days after the second death, a payee entitled to proceeds in one sum may elect to receive proceeds under any option, subject to the limitations stated in the "Availability of Options" provision.

Option 1. Payments for a Specified Period: Equal monthly payments will be made for a specified period. The Option 1 Table in this policy shows the monthly income for each \$1,000 of proceeds applied.

Option 2. Payments of a Specified Amount: Equal monthly payments of a specified amount will be made. Each payment must be at least \$60 a year for each \$1,000 of proceeds applied. Payments will continue until the amount applied, with interest, has been paid in full.

Option 3. Monthly Payments for Life with Period Certain: Equal monthly payments will be made for a specified period, and will continue after that period for as long as the payee lives. The specified period may be 10, 15 or 20 years. The Option 3 Table in this policy shows the monthly income for each \$1,000 of proceeds applied. If issued on a Sex Distinct basis, tables are based on the Annuity 2000 Male or Female Tables adjusted by projection scale G (adjusted by 50% of projection scale G for females and 100% of projection scale G for males) for 20 years, with interest at the rate of 2% per year. If issued on a Gender Neutral basis, tables are based on the Annuity 2000 Male and Female Tables adjusted by projection scale G (adjusted by 50% of projection scale G for females and 100% of projection scale G for males) for 20 years, with Gender Neutral rates based on 60% female and 40% male, and interest at the rate of 2% per year.

At the time payments are to begin under this option, the payee may choose one of the following:

1. Monthly payments based on the Option 3 Table; or
2. Monthly payments equal to a monthly annuity based on Our single premium immediate annuity rates then in use.

Option 4. Proceeds Left at Interest: Proceeds may be left on deposit with Us for any period up to 30 years. Interest earned on the proceeds may be:

1. Left on deposit to accumulate at the rate of 2% compounded annually; or
2. Paid in installments at the rate for each \$1,000 of proceeds of \$20 annually, \$9.95 semiannually, \$4.96 quarterly or \$1.65 monthly.

Upon the death of the payee, or at the end of the specified period, any balance left on deposit will be paid in a lump sum or under Options 1, 2 or 3.

Interest Rates. The guaranteed rate of interest for proceeds held under Payment Options 1, 2, 3 and 4 is 2% compounded annually. We may credit interest at a higher rate. We determine the higher rate.

Payments. The first payment under Options 1, 2 and 3 will be made when the claim for settlement has been approved. Payments after the first will be made according to the manner of payment chosen. Interest under Option 4 will be credited from the date of the second death and paid or added to the proceeds as provided in the Payment Contract.

Availability of Options. If the proposed payee is not a natural person, payment options may be chosen only with Our consent.

If this policy is assigned, We will have the right to pay the assignee in one sum the amount to which the assignee is entitled. Any balance will be applied according to the option chosen.

PAYMENT OPTIONS (Cont'd)

The amount to be applied under any one option must be at least \$2,000. The payment elected under any one option must be at least \$20. If the total policy proceeds are less than \$2,000 payment will be made in one lump sum.

Evidence That Payee is Alive. Before making any payment under a Payment Option, We may ask for proof that the payee is alive. If proof is requested, no payment will be made or considered due until We receive proof.

Death of a Payee. If a payee dies, any unpaid balance will be paid as stated in the Payment Contract. If there is no surviving payee named in the Payment Contract, We will pay the estate of the payee:

1. Under Options 1 and 3: The value of the remaining payments for the specified period as of the date We receive Written notification of death, discounted at the rate of interest used in determining the amount of the monthly payment.
2. Under Options 2 and 4, the balance of any proceeds remaining unpaid with accrued interest, if any.

Withdrawal of Proceeds Under Options 1 and 2. If provided in the Payment Contract, a payee will have the right to withdraw the entire unpaid

balance under Options 1 and 2. Under Option 1, the amount will be the value of the remaining payments for the specified period discounted at the rate of interest used in determining monthly income. Under Option 2, the amount will be the entire unpaid balance.

Withdrawal of Proceeds Under Option 4. A payee will have the right to withdraw proceeds left under Option 4 subject to the following rules:

1. The amount to be withdrawn must be \$500 or more; and
2. A partial withdrawal must leave a balance on deposit of \$1,000 or more.

Withdrawals May Be Deferred. We may defer payment of any withdrawal for up to 6 months from the date We receive a withdrawal request.

Assignment. Payment Contracts may not be assigned.

Change in Payment. The right to make any change in payment is available only if the Payment Contract provides for a change in payment.

Claims of Creditors. To the extent permitted by law, proceeds will not be subject to any claims of a payee or a Beneficiary's creditors.

GENERAL PROVISIONS

Assigning Your Policy. During the lifetime of either Contingent Insured, You may assign this policy as security for an obligation. We will not be bound by an assignment unless it is received In Writing at Our Home Office. The assignment, unless You specify otherwise, will take effect on the date that You signed the notice of assignment, subject to any payments made or actions taken by Us before We receive such assignment. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

Incontestability. We rely on the statements made in the application for the policy and any amendments of applications, supplemental applications, and applications for any reinstatements or increases in Specified Amount. These statements, in the absence of fraud, are considered representations and not warranties. No statement may be used in defense of a claim under the policy unless it is in such applications.

Except as stated below, We cannot contest this policy after it has been in force during either Contingent Insured's lifetime for two years from the Date of Issue.

GENERAL PROVISIONS (Cont'd)

Exceptions:

1. We cannot contest any claim related to an increase in Specified Amount during either Contingent Insured's lifetime after such increase has been in effect for two years from the date of issue of such increase.
2. If this policy is reinstated, We cannot contest this policy during either Contingent Insured's lifetime after it has been in force for two years from the date of reinstatement.

We can contest a reinstatement or an increase in Specified Amount for a 2-year period following the date of an increase or reinstatement solely on the basis of the information furnished in the application for such reinstatement or increase.

This 2-year limitation does not apply to benefits provided by any Disability or Accidental Death Benefit rider, or to the nonpayment of premium.

Suicide Exclusion. If, within 2 years from the Date of Issue, the Last Surviving Contingent Insured takes his or her own life, or both Contingent Insureds take their own lives, while sane or insane, We will limit the Death Benefit Proceeds to the premiums paid less any outstanding loans and less any partial cash surrenders paid.

If there are any increases in the Specified Amount a new 2-year period shall apply to each increase beginning on the date of such increase. If death due to suicide occurs during the 2-year period following an increase, but after the policy has been in force for 2 years or more, We will refund the cost of insurance charges that were deducted for the increase, and the increase will be terminated. The Initial Specified Amount and any increases in Specified Amount that have been in force for 2 years or more will remain in force on the life of the Last Surviving Contingent Insured.

If one Contingent Insured takes his or her own life, while sane or insane, within 2 years from the Date of Issue or the date We approve Your reinstatement application, and the other Contingent Insured survives, We will exchange this policy for an individual life policy on the life of

the surviving Contingent Insured subject to the following guidelines:

1. The Specified Amount under the new policy will be equal to or less than the Specified Amount in effect on the effective date of exchange less any outstanding loans;
2. After repayment of any loan against the Cash Surrender Value of this policy, any remaining Cash Surrender Value will be transferred to the new policy;
3. Evidence of insurability will not be required;
4. The new policy will be issued on any flexible premium adjustable whole life or level premium whole life or endowment plan regularly issued by the Company on the date of exchange. The Owner may choose the plan of insurance;
5. The new policy will be issued at the Premium Class of the Last Surviving Contingent Insured on the Date of Issue of this policy without evidence of insurability. If the Premium Class of the surviving Contingent Insured was Uninsurable on the Date of Issue of this policy, the new policy will be issued with the highest substandard rating available under the new policy. The surviving Contingent Insured may apply for a more favorable Premium Class upon providing evidence of insurability satisfactory to Us;
6. The inclusion of any optional benefits will be subject to Our rules on the date of exchange and evidence of insurability satisfactory to Us;
7. The Suicide and Incontestability provisions of the new policy will continue to run from the Date of Issue of this policy to the extent of the coverage being exchanged without evidence of insurability. New Suicide Exclusion and Incontestability periods will apply to any amount of coverage or addition of benefits requiring evidence of insurability; and

GENERAL PROVISIONS (Cont'd)

8. To apply for an exchange, the Owner must notify the Company of the death of a Contingent Insured by suicide, furnish due proof of such death, and complete an application for exchange. Once these requirements have been completed the Company will exchange this policy for the new policy. This policy will remain in force until the new policy is issued provided there is sufficient value to make each monthly deduction.

When the laws of the state in which this policy is delivered require less than this 2-year period, the period will be as stated in such laws.

Age or Gender Incorrectly Stated (Age Incorrectly Stated if Issued on a Gender Neutral Basis). If the: (1) age or gender of a Contingent Insured (if this policy was issued on a Sex Distinct basis); or (2) age of a Contingent Insured (if this policy was issued on a Gender Neutral basis) has been misstated to Us, We will adjust the Death Benefit Amount on the second death to that which would have been purchased by the Monthly Deduction for the policy month of death at the correct cost of insurance rate. By age, We mean age nearest birthday as of the Date of Issue.

Statutory Basis of Policy Values. The Cash Values and paid-up nonforfeiture benefits available under the policy are not less than the minimum values and benefits required by the law of the state where this policy is delivered.

The calculation of minimum Cash Values, nonforfeiture benefits and Guaranteed Monthly Cost of Insurance Rates are based on the Mortality Table shown on the Policy Schedule for the appropriate gender (if this policy was issued on a Sex Distinct basis) and age nearest birthday.

A detailed statement of the method of computing values has been filed with the state insurance department where required.

No Dividends. This policy will not pay dividends. It will not participate in any of Our surplus or earnings.

Annual Report. We will send You at least once a year, without charge, an annual report which shows the following:

1. The beginning and the end dates of the reporting period; and
2. Premiums paid; and
3. Expense charges and any charges for partial surrender charges deducted; and
4. Interest credited to Your Accumulation Value; and
5. The cost of insurance deducted; and
6. Partial surrender benefits paid to You; and
7. The amount of any outstanding loan; and
8. Charges for riders, if any, deducted; and
9. The Cash Surrender Value and Accumulation Value at the beginning and the end of the reporting period; and
10. The Death Benefit Amount at the beginning and the end of the reporting period.

Quote Request. At any time while this policy is in force, the Owner may request from Us a quote of policy values. A reasonable fee, not to exceed \$50.00, may be charged for additional quotes requested in the same policy year.

GENERAL PROVISIONS (Cont'd)

When This Policy Terminates. This policy will terminate if:

1. You request that this policy be terminated; or
2. The Last Surviving Contingent Insured dies; or
3. The Exchange Option is exercised; or
4. The policy matures; or
5. The Grace Period ends; and
 - a. There is insufficient Accumulation Value less surrender charge less any outstanding loans to cover a Monthly Deduction and the CG Account value is less than zero; or
 - b. The Accumulation Value less surrender charge less any outstanding loans is not enough to cover loan interest when due.

Reinstatement. "Reinstating" means placing Your policy in force after it has terminated at the end of the Grace Period. We will reinstate this policy if We receive:

1. Your Written request within three years after the end of the Grace Period and before the Maturity Date; and
2. Evidence of insurability satisfactory to Us for each Contingent Insured who was living on the date the policy terminated; and
3. Payment of enough premium to keep the policy in force for three months; and
4. Payment or reinstatement of any outstanding loans.

The reinstated policy will be in force from the Monthly Deduction Day on or following the date We approve the reinstatement application.

The original "Table of Surrender Charges per \$1,000 of Specified Amount" will apply to a reinstated policy. The Accumulation Value at the time of reinstatement will be:

1. The surrender charge deducted at the time of lapse (such charge not being greater than the Accumulation Value at the time of lapse before the surrender charge was applied); plus
2. The Net Premium paid at reinstatement; plus
3. Any loan repaid or reinstated; less
4. The Monthly Deduction for one month.

If persons other than the Contingent Insureds are covered by an attached rider, coverage will be reinstated according to that rider.

Reinstatement of the Continuation Guarantee Account. The policy will only be eligible for reinstatement with the CG Account if:

1. The policy and the CG Account were in force until the date of lapse; and
2. The policy was not surrendered for its Cash Surrender Value; and
3. We receive application for reinstatement within 90 days following termination of the policy.

Option to Extend Coverage. You may elect to extend the Maturity Date stated on the Schedule Page (Maturity Date), as follows:

If one or both Contingent Insureds are living on the Maturity Date, coverage will be continued until the date of the second death.

To elect this option, You must submit a Written request to the Company on a form acceptable to Us, at least 30 days prior to the original Maturity Date.

Starting on the original Maturity Date:

1. The Death Benefit Amount for the policy will be equal to the policy Death Benefit Amount in effect on the day prior to the Maturity Date, and if based all, or in part, on the Accumulation Value, will be adjusted by future changes in the Accumulation Value. The Death Benefit Amount will never be less than the Accumulation Value;

GENERAL PROVISIONS (Cont'd)

2. Unless otherwise stated in a rider attached to this policy, coverage under any riders attached to this policy will not be extended;
3. No Monthly Deductions will be made;
4. New premium payments will not be accepted except an amount required to keep the policy in force under the Grace Period provision;
5. Partial surrenders will be allowed;
6. New policy loans are permitted;
7. Interest on outstanding loans will continue to accrue in the same manner as stated in the "Policy Loans" provisions and You may repay all or part of an outstanding loan at any time as stated in the "Policy Loans" provisions;
8. The Accumulation Value will continue to be determined as stated in this policy, subject to item 3 above; and
9. The Cash Value will equal the Accumulation Value.

After this option is selected, it may not be revoked.

Policy Changes and Extending Coverage. We will not permit a change to Your policy that would result in the policy not meeting the definition of life insurance under Section 7702 of the Internal Revenue Code. The 2001 CSO Mortality Tables provide a stated termination date of age 121. The Option to Extend Coverage, described above, allows the policy to continue beyond age 121. The tax consequences of extending the Maturity Date beyond the age 121 termination date of the 2001 CSO Mortality Tables are unclear. You should consult Your personal tax advisor about the effect of any change to Your policy as it relates to Section 7702 and the termination date of the Mortality Tables.

Rights Reserved By Us. Upon notice to You, this policy may be modified by Us, but only if such modification is necessary to make any changes as required by the Internal Revenue Code or by any other applicable law, regulation or interpretation in order to continue treatment of this policy as life insurance.

When required by law, We will obtain Your approval of changes and We will obtain approval from any appropriate regulatory authority.

Interest Payable on Death Benefit Proceeds. Interest is paid on the Death Benefit Proceeds as follows:

1. Interest will accrue and be payable from the date of the second death.
2. Interest will accrue at the rate or rates applicable to the policy for funds left on deposit. In determining the effective annual rate or rates, We will use the rate in effect on the date of the second death.
3. Interest will accrue at the effective annual rate determined in item 2 above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of items a, b and c to the date the claim is paid, where it is:
 - a. The date that due proof of the second death is received by the Company;
 - b. The date the Company receives sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
 - c. The date that legal impediments to payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (1) the establishment of guardianships and conservatorships; (2) the appointment and qualification of trustees, executors and administrators; and (3) the submission of information required to satisfy any state and federal reporting requirements.

EXCHANGE OPTION

At any time while both Contingent Insureds are living this policy may be exchanged for two individual policies covering the Contingent Insureds separately subject to the following:

1. The Specified Amount under the new policies will be an amount equal to:
 - a. The Specified Amount in effect on the effective date of exchange; less
 - b. The amount of any loan.

Except as stated in number 10, the Specified Amount of this policy may be split into two individual policies in any proportion, the total of which does not exceed the Specified Amount of this policy.

2. The Accumulation Value less surrender charge less any outstanding loans will be transferred to the new policies in the same ratio as the division of the Specified Amount;
3. The new policies will be issued on any flexible premium adjustable whole life or level premium whole life or endowment plan regularly issued by the Company on the date of exchange. The new policies do not have to be the same plan of insurance;
4. Except as stated in number 10, evidence of insurability satisfactory to the Company must be furnished (this Exchange Option is not available unless both Contingent Insureds are found to be insurable);
5. The new policies will be issued as of the date of exchange based on the age nearest birthday of each Contingent Insured;
6. The plan(s) of insurance selected will be subject to Our standard minimum amount requirement for such a plan;
7. If, on or after the Date of Issue of this policy:
 - a. A rider providing waiver of monthly deduction or waiver of premium coverage is made available, and is added to this policy; and
 - b. Monthly deductions or premiums for this policy are being waived as provided in such a rider;

then neither monthly deductions nor premiums for the new policies will be waived

and We will not include a waiver benefit in the new policies;

8. The Suicide Exclusion and Incontestability provisions of the new policies will run from the Date of Issue of the new policies;
9. This policy will terminate on the Date of Issue of the new policies; and
10. We will not require evidence of insurability at the time this option is elected if:
 - a. The Contingent Insureds divorce and a period of at least 24 months has elapsed since the date the divorce decree was finalized; or
 - b. The Federal unlimited marital deduction is repealed, or there is a reduction of at least 50% of the tax rate in the maximum Federal estate bracket.

In these cases the Specified Amount under each new policy will be 50% of an amount equal to:

- a. The Specified Amount in effect on the effective date of exchange; less
- b. The amount of any loan.

50% of the Accumulation Value less surrender charge less any outstanding loans will be transferred to each of the new policies.

This Exchange Option is not available if the premium class of either Contingent Insured was "Uninsurable" on the Date of Issue.

To apply for an exchange, the Owner must submit:

1. Applications for the new policies (including evidence of insurability satisfactory to Us);
2. Payment of the first premium for each new policy; and
3. This policy for cancellation.

Each Contingent Insured must agree to accept the new policy or this policy will remain in force. There may be income tax consequences if You exercise the Exchange Option. Consult with Your tax advisor before exercising this right.

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TABLES OF MONTHLY INSTALLMENTS FOR EACH \$1,000 OF PROCEEDS

OPTION 1 TABLE							
INSTALLMENTS FOR A SPECIFIED PERIOD							
Number of Years Payable	Amount of Monthly Installments	Number of Years Payable	Amount of Monthly Installments	Number of Years Payable	Amount of Monthly Installments	Number of Years Payable	Amount of Monthly Installments
1	\$84.09	11	\$8.42	21	\$4.85	31	\$3.59
2	42.46	12	7.80	22	4.67	32	3.51
3	28.59	13	7.26	23	4.51	33	3.44
4	21.65	14	6.81	24	4.36	34	3.37
5	17.49	15	6.42	25	4.22	35	3.30
6	14.72	16	6.07	26	4.10	36	3.23
7	12.74	17	5.77	27	3.98	37	3.17
8	11.25	18	5.50	28	3.87	38	3.12
9	10.10	19	5.26	29	3.77	39	3.06
10	9.18	20	5.04	30	3.68	40	3.01

OPTION 3 TABLE							
INSTALLMENTS FOR LIFE WITH SPECIFIED MINIMUM PERIOD							
AGE OF PAYEE	GUARANTEED PERIOD			AGE OF PAYEE	GUARANTEED PERIOD		
Female	10 Years	15 Years	20 Years	Female	10 Years	15 Years	20 Years
10	\$2.11	\$2.11	\$2.11	50	\$3.12	\$3.11	\$3.09
11	2.13	2.13	2.12	51	3.18	3.16	3.14
12	2.14	2.14	2.14	52	3.23	3.22	3.19
13	2.15	2.15	2.15	53	3.29	3.27	3.24
14	2.16	2.16	2.16	54	3.35	3.33	3.30
15	2.18	2.18	2.17	55	3.41	3.39	3.36
16	2.19	2.19	2.19	56	3.48	3.46	3.41
17	2.20	2.20	2.20	57	3.55	3.52	3.48
18	2.22	2.22	2.22	58	3.63	3.59	3.54
19	2.23	2.23	2.23	59	3.70	3.67	3.60
20	2.25	2.25	2.25	60	3.79	3.74	3.67
21	2.27	2.26	2.26	61	3.87	3.82	3.74
22	2.28	2.28	2.28	62	3.97	3.91	3.81
23	2.30	2.30	2.30	63	4.06	4.00	3.88
24	2.32	2.32	2.31	64	4.17	4.09	3.96
25	2.33	2.33	2.33	65	4.28	4.18	4.03
26	2.35	2.35	2.35	66	4.39	4.28	4.11
27	2.37	2.37	2.37	67	4.51	4.39	4.18
28	2.39	2.39	2.39	68	4.64	4.49	4.26
29	2.41	2.41	2.41	69	4.77	4.60	4.33
30	2.44	2.43	2.43	70	4.92	4.71	4.41
31	2.46	2.46	2.46	71	5.07	4.83	4.48
32	2.48	2.48	2.48	72	5.22	4.94	4.54
33	2.51	2.50	2.50	73	5.39	5.06	4.61
34	2.53	2.53	2.53	74	5.56	5.18	4.67
35	2.56	2.56	2.55	75	5.74	5.29	4.72
36	2.59	2.58	2.58	76	5.92	5.40	4.77
37	2.61	2.61	2.61	77	6.11	5.51	4.81
38	2.64	2.64	2.64	78	6.31	5.62	4.85
39	2.68	2.67	2.67	79	6.51	5.72	4.89
40	2.71	2.70	2.70	80	6.71	5.81	4.92
41	2.74	2.74	2.73	81	6.91	5.89	4.94
42	2.78	2.77	2.77	82	7.11	5.97	4.96
43	2.81	2.81	2.80	83	7.31	6.04	4.98
44	2.85	2.85	2.84	84	7.50	6.10	5.00
45	2.89	2.89	2.88	85	7.68	6.16	5.01
46	2.93	2.93	2.92	86	7.85	6.21	5.02
47	2.98	2.97	2.96	87	8.01	6.25	5.03
48	3.02	3.02	3.00	88	8.16	6.28	5.03
49	3.07	3.06	3.05	89	8.30	6.31	5.04
				90	8.42	6.34	5.04

Payments are based upon the age, nearest birthday, of the Payee on the date the first payment is due. If monthly installments for two or more specified periods for a given age are the same, the specified period of longer duration will apply.

TABLES OF MONTHLY INSTALLMENTS FOR EACH \$1,000 OF PROCEEDS

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1	\$84.09	11	\$8.42	21	\$4.85	31	\$3.59
2	42.46	12	7.80	22	4.67	32	3.51
3	28.59	13	7.26	23	4.51	33	3.44
4	21.65	14	6.81	24	4.36	34	3.37
5	17.49	15	6.42	25	4.22	35	3.30
6	14.72	16	6.07	26	4.10	36	3.23
7	12.74	17	5.77	27	3.98	37	3.17
8	11.25	18	5.50	28	3.87	38	3.12
9	10.10	19	5.26	29	3.77	39	3.06
10	9.18	20	5.04	30	3.68	40	3.01

OPTION 3 TABLE							
INSTALLMENTS FOR LIFE WITH SPECIFIED MINIMUM PERIOD							
AGE OF PAYEE	GUARANTEED PERIOD			AGE OF PAYEE	GUARANTEED PERIOD		
Male	10 Years	15 Years	20 Years	Male	10 Years	15 Years	20 Years

10	\$2.17	\$2.17	\$2.16	50	\$3.31	\$3.29	\$3.25
11	2.18	2.18	2.18	51	3.37	3.35	3.31
12	2.19	2.19	2.19	52	3.43	3.41	3.36
13	2.21	2.21	2.20	53	3.50	3.47	3.42
14	2.22	2.22	2.22	54	3.57	3.53	3.47
15	2.24	2.23	2.23	55	3.64	3.60	3.53
16	2.25	2.25	2.25	56	3.72	3.67	3.60
17	2.27	2.26	2.26	57	3.80	3.74	3.66
18	2.28	2.28	2.28	58	3.88	3.82	3.72
19	2.30	2.30	2.29	59	3.97	3.90	3.79
20	2.32	2.31	2.31	60	4.06	3.98	3.86
21	2.33	2.33	2.33	61	4.16	4.07	3.92
22	2.35	2.35	2.35	62	4.26	4.16	3.99
23	2.37	2.37	2.37	63	4.37	4.25	4.06
24	2.39	2.39	2.39	64	4.49	4.34	4.13
25	2.41	2.41	2.41	65	4.61	4.44	4.20
26	2.43	2.43	2.43	66	4.73	4.54	4.27
27	2.45	2.45	2.45	67	4.86	4.64	4.34
28	2.48	2.47	2.47	68	5.00	4.75	4.40
29	2.50	2.50	2.49	69	5.14	4.85	4.47
30	2.52	2.52	2.52	70	5.29	4.95	4.53
31	2.55	2.55	2.54	71	5.44	5.06	4.59
32	2.58	2.57	2.57	72	5.60	5.16	4.64
33	2.60	2.60	2.60	73	5.76	5.27	4.69
34	2.63	2.63	2.62	74	5.92	5.37	4.74
35	2.66	2.66	2.65	75	6.09	5.47	4.78
36	2.69	2.69	2.68	76	6.27	5.56	4.82
37	2.73	2.72	2.72	77	6.44	5.66	4.86
38	2.76	2.76	2.75	78	6.62	5.74	4.89
39	2.80	2.79	2.78	79	6.80	5.82	4.92
40	2.84	2.83	2.82	80	6.98	5.90	4.94
41	2.87	2.87	2.86	81	7.16	5.97	4.96
42	2.92	2.91	2.89	82	7.34	6.04	4.98
43	2.96	2.95	2.93	83	7.51	6.10	5.00
44	3.00	2.99	2.97	84	7.67	6.15	5.01
45	3.05	3.04	3.02	85	7.83	6.20	5.02
46	3.10	3.08	3.06	86	7.98	6.24	5.02
47	3.15	3.13	3.11	87	8.12	6.27	5.03
48	3.20	3.18	3.15	88	8.26	6.30	5.03
49	3.25	3.23	3.20	89	8.38	6.33	5.04
				90	8.50	6.35	5.04

Payments are based upon the age, nearest birthday, of the Payee on the date the first payment is due. If monthly installments for two or more specified periods for a given age are the same, the specified period of longer duration will apply.

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5	17.49	15	6.42	25	4.22	35	3.30
6	14.72	16	6.07	26	4.10	36	3.23
7	12.74	17	5.77	27	3.98	37	3.17
8	11.25	18	5.50	28	3.87	38	3.12
9	10.10	19	5.26	29	3.77	39	3.06
10	9.18	20	5.04	30	3.68	40	3.01

OPTION 3 TABLE							
INSTALLMENTS FOR LIFE WITH SPECIFIED MINIMUM PERIOD							
	GUARANTEED PERIOD				GUARANTEED PERIOD		
AGE OF PAYEE	10 Years	15 Years	20 Years	AGE OF PAYEE	10 Years	15 Years	20 Years

10	\$2.14	\$2.13	\$2.13	50	\$3.20	\$3.18	\$3.16
11	2.15	2.15	2.15	51	3.25	3.24	3.21
12	2.16	2.16	2.16	52	3.31	3.29	3.26
13	2.17	2.17	2.17	53	3.37	3.35	3.32
14	2.19	2.19	2.18	54	3.44	3.41	3.37
15	2.20	2.20	2.20	55	3.51	3.48	3.43
16	2.21	2.21	2.21	56	3.58	3.54	3.49
17	2.23	2.23	2.23	57	3.65	3.61	3.55
18	2.24	2.24	2.24	58	3.73	3.69	3.61
19	2.26	2.26	2.26	59	3.81	3.76	3.68
20	2.28	2.28	2.27	60	3.90	3.84	3.75
21	2.29	2.29	2.29	61	3.99	3.92	3.82
22	2.31	2.31	2.31	62	4.09	4.01	3.89
23	2.33	2.33	2.32	63	4.19	4.10	3.96
24	2.35	2.34	2.34	64	4.30	4.19	4.03
25	2.37	2.36	2.36	65	4.41	4.29	4.10
26	2.39	2.38	2.38	66	4.53	4.39	4.18
27	2.41	2.40	2.40	67	4.65	4.49	4.25
28	2.43	2.43	2.42	68	4.78	4.60	4.32
29	2.45	2.45	2.44	69	4.92	4.70	4.39
30	2.47	2.47	2.47	70	5.07	4.81	4.46
31	2.50	2.49	2.49	71	5.22	4.92	4.52
32	2.52	2.52	2.52	72	5.37	5.03	4.58
33	2.56	2.54	2.54	73	5.54	5.14	4.64
34	2.57	2.57	2.57	74	5.71	5.26	4.70
35	2.60	2.60	2.59	75	5.88	5.36	4.75
36	2.63	2.63	2.62	76	6.06	5.47	4.79
37	2.66	2.66	2.65	77	6.25	5.57	4.83
38	2.69	2.69	2.68	78	6.44	5.67	4.87
39	2.73	2.72	2.71	79	6.63	5.76	4.90
40	2.76	2.76	2.75	80	6.82	5.85	4.93
41	2.80	2.79	2.78	81	7.02	5.93	4.95
42	2.83	2.83	2.82	82	7.21	6.00	4.97
43	2.87	2.87	2.86	83	7.39	6.06	4.99
44	2.91	2.91	2.89	84	7.57	6.12	5.00
45	2.96	2.95	2.93	85	7.74	6.17	5.01
46	3.00	2.99	2.98	86	7.90	6.22	5.02
47	3.05	3.04	3.02	87	8.06	6.26	5.03
48	3.10	3.08	3.06	88	8.20	6.29	5.03
49	3.15	3.13	3.11	89	8.33	6.32	5.04
				90	8.45	6.35	5.04

Payments are based upon the age, nearest birthday, of the Payee on the date the first payment is due. If monthly installments for two or more specified periods for a given age are the same, the specified period of longer duration will apply.

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AMERICAN GENERAL LIFE
Insurance Company
A Stock Company

This is a JOINT AND LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY. An Adjustable Death Benefit is payable upon the Last Surviving Contingent Insured's death prior to the Maturity Date and while this policy is in force. Premium payments are flexible and payable to the Maturity Date. ACCUMULATION VALUES and CASH VALUES are flexible and will be based on the amount and frequency of premiums paid, and the amount of interest credited. NONPARTICIPATING – THIS POLICY WILL NOT PAY DIVIDENDS.

For Information, Service or to make a Complaint

Contact Your Servicing Agent, or Our Policyowner Service Department

2727-A Allen Parkway
P.O. Box 1931
Houston, Texas 77251
1-800-231-3655

AMERICAN GENERAL LIFE
Insurance Company
A Stock Company

Home Office:
Houston, Texas

JOHN DOE
JANE DOE
POLICY NUMBER: 123456789

2727-A Allen Parkway
P.O. Box 1931
Houston, Texas 77251

(713) 522-1111

WE WILL PAY THE DEATH BENEFIT PROCEEDS to the Beneficiary if the Last Surviving Contingent Insured dies prior to the Maturity Date and while this policy is in force. Payment will be made after We receive due proof of the deaths of both Contingent Insureds, and will be subject to the terms of this policy.

WE WILL PAY THE CASH SURRENDER VALUE of this policy to the Owner on the Maturity Date if one or both Contingent Insureds are living on that date, this policy is in force, and the Owner chooses not to continue coverage beyond the Maturity Date. (See "Option to Extend Coverage".)

No benefits under the policy will be paid upon the death of the first Contingent Insured.

The consideration for this policy is the application and payment of the first premium. The first premium must be paid on or before delivery of this policy.

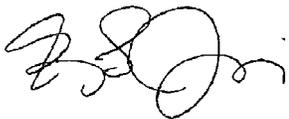
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NOTICE OF RIGHT TO EXAMINE POLICY

You may return this policy within twenty* days after delivery if You are not satisfied with it for any reason. The policy may be returned to Us or to the agent through whom it was purchased. Upon surrender of the policy within the twenty* day period, it will be void from the beginning, and We will refund any premium paid.

*If the application for this policy indicates a replacement, the number of days is thirty days or longer if required by the applicable law in the state where the policy is issued for delivery.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.



Secretary



President

JOINT AND LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

READ YOUR POLICY CAREFULLY

INDEX

Accumulation Value		Incontestability	17
On Each Monthly Deduction Day	7	Interest Rate - Accumulation Values	9
On Other than a Monthly Deduction Day	7	Loan Interest	14
On the Date of Issue	6-7	Maturity Date	3
Annual Report	19	Monthly Administration Fee	3, 9
Beneficiary and Proceeds	15	Net Premium	5
Calculations - How We Calculate		Owner	4
The Cost of Insurance - Policy	8	Payment Options	15-17
The Monthly Deduction	8	Policy Loans	14
Cash Value	7	Policy Values Provisions	6-11
Changing Your Insurance Policy		Premium Payments	4-5
Change of Ownership or Beneficiary	15	Reinstatement	20
Changing the Specified Amount	6	Specified Amount	3
Continuation Guarantee Provisions	11-13	Suicide Exclusion	18
Contract	4	Surrender, Full or Partial	10
Cost of Insurance Rate Tables	3B, 3C, 3D	Surrender Charge Provision	8
Date of Issue	3, 4	Surrender Charge Table	3G
Death Benefit Provisions	5-6	When This Policy Terminates	20
Grace Period	10		

DEFINITIONS

Company Reference. The words "We", "Our", "Us", or "Company" mean American General Life Insurance Company.

"You", "Your." The words "You" or "Your" mean the Owner of this policy.

Home Office. Our office at 2727-A Allen Parkway, Houston, Texas 77251; Mailing Address P.O. Box 1931, Houston, Texas 77251.

Written, In Writing. A written request or notice in acceptable form and content, which is signed and dated, and received at Our Home Office.

Premium Class. The Premium Class of this policy is shown on the Policy Schedule as one or a combination of the following terms:

Preferred Plus. The term "Preferred Plus" means the cost of insurance is based on the Contingent Insured being an exceptional mortality risk and a non-user of tobacco and/or other products that contain nicotine.

Preferred. The term "Preferred" means the cost of insurance is based on the Contingent Insured being a significantly better than average mortality risk.

Standard. The term "Standard" means the cost of insurance is based on the Contingent Insured being an average mortality risk.

NOTICE

This Policy Is A Legal Contract Between
The Policy Owner And The Company.

DEFINITIONS (Cont'd)

Tobacco. The term "Tobacco" means the cost of insurance is based on the Contingent Insured being a user of tobacco and/or other products that contain nicotine.

Non-Tobacco. The term "Non-Tobacco" means the cost of insurance is based on the Contingent Insured being a non-user of tobacco and/or other products that contain nicotine.

Special. The term "Special" means "Sub-standard" or "Rated". This means an extra amount is being charged due to the Contingent Insured's health, occupation or avocation.

Uninsurable. The term "Uninsurable" means the Contingent Insured would not pass the underwriting requirements for a single life policy.

POLICY SCHEDULE

Contingent Insureds	Insurance Ages	[Sex]	Premium Classes
John Doe	35	[Male]	Preferred Plus
Jane Doe	35	[Female]	Preferred Plus
Initial Specified Amount:	\$100,000.00	Policy Number:	000000000
This Is A [Sex Distinct] Policy		Date of Issue:	December 1, 2011
		Maturity Date:	December 1, 2097
Initial Premium:		\$1693.13	
Planned Periodic Premium:		\$1693.13 Payable Annually	
Monthly Deduction Day:		[1 st] Day of Each Month	
Target Premium:		[\$277.60]	
Minimum Specified Amount (After A Decrease In Specified Amount):		[\$100,000.00]	
Minimum Specified Amount (After A Partial Surrender):		[\$50,000.00]	
Monthly Expense Charge:		[\$21.40]	
Monthly Expense Charge Duration:		[All] Policy Years [All] Years of An Increase	
Partial Surrender Fee:		Not to exceed \$50.00	
Death Benefit Discount Factor:		1.001651	
Death Benefit Compliance Test:		[Guideline Premium]	
Minimum Guaranteed Interest Rate Used in Calculating Accumulation Values:		Annual Effective 2.00%	Monthly .1651%
Mortality Table:		2001 Commissioners Standard Ordinary [Male or Female,] Smoker or Nonsmoker, Ultimate ANB Mortality Table	
		Guaranteed	Initial
Premium Expense Charge Percentages:			
For Amounts Less than or Equal to the Target Premium		10.00%	[8.00%]
For Amounts Greater than the Target Premium		10.00%	[8.00%]
Monthly Administration Fee:		\$10.00	[\$8.00]

Coverage may expire prior to the Maturity Date shown where either no premiums are paid following payment of the initial premium, or subsequent premiums are insufficient to continue coverage to such date, or the requirements of the Continuation Guarantee provisions have not been met. The duration of coverage will depend on: 1) the amount, timing and frequency of premium payments; 2) the interest rate credited; 3) any outstanding loans or partial surrenders; and 4) policy changes that include policy increases or decreases. If coverage continues to the Maturity Date, there is the possibility there may be little or no Cash Surrender Value to be paid on that date.

This Is A [State Name] Policy

Policy Schedule Continued – Policy Number 000000000

**The Following Items Apply To The Continuation Guarantee (CG) Only
(See "Continuation Guarantee Provisions".)**

CG Account Interest Rates:

CG1 All Policy Years: [4.84%]

CG2 Policy Years: 2-[20] [4.48%]
[21 & above] [5.54%]

CG3 All Policy Years: [2.00%]

CG Death Benefit Discount Factor: 1.001651

CG Monthly Expense Charge: [\$6.60]

CG Monthly Expense Charge Duration: First [5] Policy Years
First [5] Years of An Increase

CG Premium Expense Charge Percentage:

Policy Year [1] [0%]

Policy Years [2-20] [0%]

Policy Years [21 & above] [0%]

CG Monthly Administration Fee: [\$10.00]

Policy Schedule Continued – Policy Number 000000000

**TABLE OF GUARANTEED MONTHLY COST OF INSURANCE RATES
PER \$1,000 NET AMOUNT AT RISK**

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.00008	44	1.97189
2	0.00026	45	2.30268
3	0.00048	46	2.68047
4	0.00073	47	3.14903
5	0.00102	48	3.67898
6	0.00136	49	4.25327
7	0.00177	50	4.90110
8	0.00228	51	5.63663
9	0.00291	52	6.39536
10	0.00369	53	7.35013
11	0.00467	54	8.37402
12	0.00584	55	9.46777
13	0.00730	56	10.53978
14	0.00888	57	11.30601
15	0.01077	58	12.32199
16	0.01316	59	13.61830
17	0.01607	60	15.16622
18	0.01980	61	17.01310
19	0.02430	62	18.77293
20	0.02991	63	20.60121
21	0.03694	64	21.19095
22	0.04545	65	22.34827
23	0.05559	66	24.01788
24	0.06699	67	25.71975
25	0.08037	68	27.63126
26	0.09641	69	29.73356
27	0.11600	70	32.06650
28	0.14012	71	34.60697
29	0.16870	72	37.23686
30	0.20207	73	39.95180
31	0.24104	74	42.70248
32	0.28582	75	45.57763
33	0.33694	76	48.52963
34	0.39640	77	51.38758
35	0.46433	78	54.17785
36	0.54553	79	56.74912
37	0.64168	80	60.29824
38	0.76102	81	63.63012
39	0.89783	82	67.09235
40	1.05429	83	70.87934
41	1.23524	84	74.40895
42	1.44308	85	78.00210
43	1.68636	86	83.33333]

The rates shown above represent the guaranteed (maximum) monthly cost of insurance for each \$1,000 of Net Amount at Risk.

TABLE A

TABLE OF MONTHLY CONTINUATION GUARANTEE COST OF INSURANCE RATES
PER \$1,000 OF CONTINUATION GUARANTEE NET AMOUNT AT RISK

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.00770	44	0.40914
2	0.02282	45	0.41468
3	0.03751	46	0.42011
4	0.05178	47	0.42544
5	0.06566	48	0.43067
6	0.07916	49	0.43580
7	0.09229	50	0.44083
8	0.10508	51	0.44577
9	0.11752	52	0.45062
10	0.12965	53	0.45538
11	0.14145	54	0.46006
12	0.15296	55	0.46465
13	0.16417	56	0.46916
14	0.17511	57	0.47359
15	0.18577	58	0.47794
16	0.19617	59	0.48221
17	0.20632	60	0.48641
18	0.21623	61	0.51919
19	0.22590	62	0.55432
20	0.23534	63	0.59193
21	0.24457	64	0.63229
22	0.25357	65	0.67555
23	0.26238	66	0.72196
24	0.27098	67	0.77172
25	0.27939	68	0.82510
26	0.28761	69	0.88235
27	0.29565	70	0.94380
28	0.30351	71	1.00971
29	0.31120	72	1.08040
30	0.31873	73	1.15623
31	0.32610	74	1.23751
32	0.33331	75	1.32469
33	0.34037	76	1.41813
34	0.34728	77	1.51833
35	0.35404	78	1.62564
36	0.36067	79	1.74062
37	0.36717	80	1.86375
38	0.37353	81	1.99557
39	0.37977	82	2.13660
40	0.38588	83	2.28745
41	0.39187	84	2.44870
42	0.39774	85	2.62098
43	0.40349	86	2.80499]

The rates shown above represent the monthly CG cost of insurance for each \$1,000 of CG Net Amount at Risk.

TABLE B

TABLE OF MONTHLY CONTINUATION GUARANTEE COST OF INSURANCE RATES
PER \$1,000 OF CONTINUATION GUARANTEE NET AMOUNT AT RISK

POLICY YEAR	RATE	POLICY YEAR	RATE
1	0.00008	44	1.97189
2	0.00026	45	2.30268
3	0.00048	46	2.68047
4	0.00073	47	3.14903
5	0.00102	48	3.67898
6	0.00136	49	4.25327
7	0.00177	50	4.90110
8	0.00228	51	5.63663
9	0.00291	52	6.39536
10	0.00369	53	7.35013
11	0.00467	54	8.37402
12	0.00584	55	9.46777
13	0.00730	56	10.53978
14	0.00888	57	11.30601
15	0.01077	58	12.32199
16	0.01316	59	13.61830
17	0.01607	60	15.16622
18	0.01980	61	17.01310
19	0.02430	62	18.77293
20	0.02991	63	20.60121
21	0.03694	64	21.19095
22	0.04545	65	22.34827
23	0.05559	66	24.01788
24	0.06699	67	25.71975
25	0.08037	68	27.63126
26	0.09641	69	29.73356
27	0.11600	70	32.06650
28	0.14012	71	34.60697
29	0.16870	72	37.23686
30	0.20207	73	39.95180
31	0.24104	74	42.70248
32	0.28582	75	45.57763
33	0.33694	76	48.52963
34	0.39640	77	51.38758
35	0.46433	78	54.17785
36	0.54553	79	56.74912
37	0.64168	80	60.29824
38	0.76102	81	63.63012
39	0.89783	82	67.09235
40	1.05429	83	70.87934
41	1.23524	84	74.40895
42	1.44308	85	78.00210
43	1.68636	86	83.33333]

The rates shown above represent the monthly CG cost of insurance for each \$1,000 of CG Net Amount at Risk.

Policy Schedule Continued – Policy Number 000000000

TABLE C

TABLE OF GUARANTEED CASH VALUE FACTORS
PER \$1,000 OF SPECIFIED AMOUNT

POLICY YEAR	FACTOR	POLICY YEAR	FACTOR
[1	0.0000	44	87.8900
2	0.0000	45	95.0730
3	0.0000	46	104.0730
4	0.0000	47	113.3730
5	0.0000	48	122.9730
6	0.0000	49	132.8720
7	0.0000	50	143.0700
8	0.0000	51	153.9600
9	0.0000	52	165.1640
10	0.0000	53	176.6840
11	0.0000	54	188.5180
12	0.0000	55	200.6670
13	0.0000	56	206.4750
14	0.0000	57	212.3610
15	0.0000	58	218.3230
16	0.0000	59	224.3630
17	0.0000	60	230.4800
18	0.0000	61	243.6940
19	0.0000	62	257.2160
20	0.0000	63	271.0440
21	0.0000	64	285.1810
22	0.0000	65	299.6240
23	0.0000	66	332.9750
24	0.0000	67	366.3260
25	0.0000	68	399.6780
26	1.9980	69	433.0290
27	4.1490	70	466.3800
28	6.4530	71	499.7310
29	8.9120	72	533.0830
30	11.5240	73	566.4340
31	15.4810	74	599.7850
32	19.6680	75	633.1360
33	24.0850	76	666.4880
34	28.7330	77	699.8390
35	33.6120	78	733.1900
36	38.7210	79	766.5410
37	44.0600	80	799.8930
38	49.6300	81	833.2440
39	55.4300	82	866.5950
40	61.4610	83	899.9460
41	67.7230	84	933.2980
42	74.2150	85	966.6490
43	80.9370	86	1,000.0000]

Policy Schedule Continued – Policy Number 000000000

TABLE D

TABLE OF CG ACCOUNT FACTORS
PER \$1,000 OF SPECIFIED AMOUNT

POLICY YEAR	FACTOR	POLICY YEAR	FACTOR
1	1.0460	44	74.9244
2	1.9824	45	77.1638
3	2.8091	46	79.4665
4	3.5253	47	81.8370
5	4.1302	48	84.2801
6	6.1714	49	86.8009
7	8.1697	50	89.4048
8	10.1268	51	92.0973
9	12.0446	52	94.8843
10	13.9252	53	97.7721
11	15.7702	54	100.7670
12	17.5813	55	103.8760
13	19.3603	56	107.1063
14	21.1087	57	110.4655
15	22.8282	58	113.9615
16	24.5204	59	117.6028
17	26.1867	60	121.3982
18	27.8288	61	125.0864
19	29.4480	62	128.6418
20	31.0459	63	132.0357
21	32.7498	64	135.2359
22	34.4477	65	138.2065
23	36.1417	66	140.9075
24	37.8337	67	143.2944
25	39.5259	68	145.3173
26	41.2204	69	146.9205
27	42.9193	70	148.0417
28	44.6248	71	148.6110
29	46.3393	72	148.5506
30	48.0649	73	147.7726
31	49.8043	74	146.1790
32	51.5598	75	143.6587
33	53.3340	76	140.0866
34	55.1295	77	135.3209
35	56.9492	78	129.2015
36	58.7959	79	121.5459
37	60.6725	80	112.1462
38	62.5822	81	100.7645
39	64.5280	82	87.1283
40	66.5136	83	70.9234
41	68.5422	84	51.7874
42	70.6177	85	29.3206
43	72.7437	86	1.0000]

Policy Schedule Continued – Policy Number 000000000

**TABLE OF SURRENDER CHARGES
PER \$1,000 OF INITIAL SPECIFIED AMOUNT**

The following charges apply to each \$1,000 of Initial Specified Amount surrendered or reduced (unless the reduction is due to a partial surrender) during the policy years shown below (Surrender Charge Period). The charge for the surrender of all or a portion of the Initial Specified Amount will be equal to the rate shown below for the year of surrender multiplied by the number of thousands of Specified Amount being surrendered.

POLICY YEAR	SURRENDER CHARGE RATE
1	[\$19.66
2	19.44
3	19.21
4	18.98
5	18.74
6	18.50
7	18.25
8	18.00
9	17.75
10	17.49
11	16.31
12	14.27
13	12.28
14	10.35
15	8.47
16	6.65
17	4.90
18	3.20
19	1.56]

A new Table of Surrender Charges for the amount of the increase will be furnished if there is an increase in Specified Amount.

**DEATH BENEFIT CORRIDOR RATES
BASED ON CASH VALUE ACCUMULATION TEST**

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	7.5130	44	1.5650
2	7.2241	45	1.5234
3	6.9463	46	1.4844
4	6.6794	47	1.4479
5	6.4228	48	1.4140
6	6.1762	49	1.3826
7	5.9391	50	1.3534
8	5.7112	51	1.3263
9	5.4922	52	1.3013
10	5.2818	53	1.2779
11	5.0796	54	1.2566
12	4.8853	55	1.2370
13	4.6986	56	1.2190
14	4.5193	57	1.2021
15	4.3470	58	1.1849
16	4.1815	59	1.1675
17	4.0226	60	1.1501
18	3.8700	61	1.1326
19	3.7236	62	1.1145
20	3.5831	63	1.0944
21	3.4483	64	1.0707
22	3.3191	65	1.0400
23	3.1952	66	1.0000
24	3.0766	67	1.0000
25	2.9629	68	1.0000
26	2.8541	69	1.0000
27	2.7498	70	1.0000
28	2.6502	71	1.0000
29	2.5549	72	1.0000
30	2.4639	73	1.0000
31	2.3771	74	1.0000
32	2.2942	75	1.0000
33	2.2151	76	1.0000
34	2.1398	77	1.0000
35	2.0679	78	1.0000
36	1.9994	79	1.0000
37	1.9343	80	1.0000
38	1.8724	81	1.0000
39	1.8138	82	1.0000
40	1.7583	83	1.0000
41	1.7057	84	1.0000
42	1.6561	85	1.0000
43	1.6092	86	1.0000]

For Death Benefit Corridor Rates between policy anniversaries: 1. Determine the difference in rates between the two anniversaries; and 2. Add to the earlier rate 1/12 of the difference in rates for each month that has passed since the earlier policy anniversary.

**DEATH BENEFIT CORRIDOR RATES
BASED ON GUIDELINE PREMIUM**

ATTAINED AGE OF YOUNGER CONTINGENT INSURED	RATE	ATTAINED AGE OF YOUNGER CONTINGENT INSURED	RATE
0-40	2.50	60	1.30
41	2.43	61	1.28
42	2.36	62	1.26
43	2.29	63	1.24
44	2.22	64	1.22
45	2.15	65	1.20
46	2.09	66	1.19
47	2.03	67	1.18
48	1.97	68	1.17
49	1.91	69	1.16
50	1.85	70	1.15
51	1.78	71	1.13
52	1.71	72	1.11
53	1.64	73	1.09
54	1.57	74	1.07
55	1.50	75-90	1.05
56	1.46	91	1.04
57	1.42	92	1.03
58	1.38	93	1.02
59	1.34	94	1.01
		95+	1.00

Contract. Your policy is a legal contract that You have entered into with Us. You have paid the first premium and have submitted an application, a copy of which is attached. In return, We promise to provide the insurance coverage described in this policy.

The entire contract consists of:

1. The policy; and
2. The attached riders, if any, that add benefits to the policy; and
3. The attached endorsements, if any; and
4. The attached copy of Your application, and any attached amendments or attached supplemental applications.

Date of Issue. The Date of Issue of this policy is the date on which the first premium is due. The Date of Issue is also the date from which all policy years, anniversaries, and Monthly Deduction dates are determined. The Date of Issue can be any day of the month except for the 29th, 30th or 31st. Within twenty calendar days of the date the initial premium was paid, the Owner may elect to have the Date of Issue reset to the date the initial premium was paid. In the event the Owner elects to have the Date of Issue reset and the date the initial premium was paid is either the 29th, 30th or 31st, the Date of Issue will be reset to the 1st day of the month following the month in which the initial premium was paid.

Owner. The Owner is as stated in the application unless later changed. During the Last Surviving Contingent Insured's lifetime the Owner may exercise every right this policy confers or We allow (subject to the rights of any assignee of record). You may have multiple Owners of this policy. In that case, the authorizations of all Owners are required In Writing for all policy changes. The Owner may be the same as one or both of the Contingent Insureds but does not have to be. If an Owner dies while this policy is in force and either Contingent Insured is living, ownership rights pass to a successor Owner recorded in Our records, if any; otherwise ownership rights pass to the estate of the Owner.

Last Surviving Contingent Insured. The Last Surviving Contingent Insured is the last survivor of the Contingent Insureds named on the Policy Schedule. Payment of a Death Benefit under this policy will be made upon the death of the Last Surviving Contingent Insured. The term "second death" means "death of the Last Surviving Contingent Insured."

Notification of First Death. While Death Benefit Proceeds will be payable upon the second death, We must receive proof of the death of both Contingent Insureds before payment will be made. Therefore, it is important that due proof of the first death be furnished to the Company at the time of such death.

PREMIUM PAYMENTS

All premiums after the first are payable in advance. Premium payments are flexible. This means You may choose the amount and frequency of payments.

The actual amount and frequency of premium payments will affect the Cash Values and the amount and duration of insurance. Please refer to the "Policy Values Provisions" for a detailed explanation.

Planned Periodic Premiums. The amount and frequency of the Planned Periodic Premiums You selected are shown on the Policy Schedule. You may request a change in the amount and frequency. We may limit the amount of any increase. (See "Maximum Premium".) Payment

of the Planned Periodic Premium may not be sufficient to keep Your policy in force until maturity. You can choose a higher Planned Periodic Premium or an increase in the frequency of payments to keep Your policy in force. (See "Grace Period".)

Unplanned Additional Premiums. You may pay additional premiums at any time before the Maturity Date shown on the Policy Schedule. We may limit the number and amount of additional premiums. (See "Maximum Premium" and "Maximum Net Amount at Risk".) Any unplanned payment will be applied as an unplanned additional premium unless You specifically state otherwise.

PREMIUM PAYMENTS (Cont'd)

Maximum Premium. We reserve the right to refund any premium that would cause this policy to fail to qualify as life insurance under the Death Benefit Compliance Test and under applicable tax laws. However, the premium shall not be refunded if it is necessary to keep Your policy in force.

Maximum Net Amount at Risk. We reserve the right to refund any premium that would cause an immediate increase in the Net Amount at Risk unless both Contingent Insureds are living and provide evidence of insurability satisfactory to Us. We may automatically effect a partial surrender or reduce the Death Benefit, both of which may have federal tax consequences, if the Net Amount at Risk exceeds Our limitations. (We determine the "Net Amount at Risk" as shown in the "How We Calculate the Cost of Insurance for the Policy" provision.)

Where to Pay. You may make Your payments to Us at Our Home Office or to an authorized agent. All premium checks must be made payable to the Company. A receipt signed by an officer of the Company will be furnished upon request.

Premium Expense Charge. The Premium Expense Charge is calculated by multiplying the premium paid by the Premium Expense Charge Percentage. Two percentages will apply when the premium paid is greater than the Target Premium. In this case one percentage will apply to the premium amount less than or equal to the Target Premium and another percentage will apply to any premium amount greater than the Target Premium. The Target Premium is shown on the Policy Schedule. The Premium Expense Charge Percentages are adjustable, but will never be more than the guaranteed Premium Expense Charge Percentages shown on the Policy Schedule. No Premium Expense Charge will be deducted if the source of the premium is Cash Surrender Values from another policy issued by the Company. (We refer to this as an internal rollover.) This exception does not apply to the CG Account.

Net Premium. The term Net Premium as used in this policy means the premium paid, less the Premium Expense Charge except as stated in the Premium Expense Charge provision.

DEATH BENEFIT PROVISIONS

Death Benefit Proceeds. If both Contingent Insureds die prior to the Maturity Date and while this policy is in force, We will pay the Death Benefit Proceeds to the Beneficiary. The Death Benefit Proceeds will be subject to:

1. Calculation of the Death Benefit Amount; and
2. Any increases or decreases made to the Specified Amount. The Initial Specified Amount is shown on the Policy Schedule.

Guidelines for changing the Specified Amount will be found in the "Changing Your Insurance Policy" section.

Net premiums received before the date of the second death will not be refunded but will be included in the Accumulation Value for purposes of calculating the Death Benefit Amount. Any

premium received on or after the date of the second death will be refunded and will not be included in the Accumulation Value for purposes of calculating the Death Benefit Amount.

The Death Benefit Proceeds will be the Death Benefit Amount, after reversing any premium received on or after the date of the second death, less any outstanding loan, plus any amounts that are payable by riders and will be subject to the other provisions of the "Beneficiary and Proceeds" section.

Death Benefit Compliance Test. The Death Benefit Compliance Test is used to determine if a policy will qualify as life insurance under applicable tax laws. The test is shown on the Policy Schedule.

DEATH BENEFIT PROVISIONS (Cont'd)

Death Benefit Amount. The Death Benefit Amount will be the greater of:

1. The Specified Amount on the date of the second death; or

2. The Accumulation Value on the date of the second death multiplied by the applicable Death Benefit Corridor Rate.

Death Benefit Corridor Rates are shown in the Death Benefit Corridor Rates table.

CHANGING YOUR INSURANCE POLICY

You may request a change in the Specified Amount at any time except that a decrease in the Specified Amount may not become effective prior to the end of the first policy year. Your request must be submitted to Our Home Office In Writing. The change and its effective date will appear in an endorsement to this policy.

Increasing the Specified Amount. Increases in Specified Amount will only be considered while both Contingent Insureds are living. We will require an application for each Contingent Insured and evidence of insurability satisfactory to Us for any increase in the Specified Amount. An increase will be effective on the Monthly Deduction Day on or next following the date the application for increase is approved by Us. The effective date will appear in an endorsement to this policy.

Decreasing the Specified Amount. Any decrease will go into effect on the Monthly Deduction Day following the day We receive the request. The Death Benefit Amount remaining in effect after any decrease cannot be less than the greater of:

1. The Minimum Specified Amount (After A Decrease In Specified Amount) shown on the Policy Schedule; or
2. Any Death Benefit Amount required to qualify this policy as life insurance under applicable tax laws.

Any such decrease will be applied in the following order:

1. Against the Specified Amount provided by the most recent increase;
2. Against the next most recent increases successively;
3. Against the Specified Amount provided under the original application.

Any reduction in Specified Amount will be subject to any applicable pro-rata surrender charges, unless the reduction is due to a partial surrender. The pro-rata surrender charge is calculated by multiplying the number of thousands of Specified Amount being surrendered by the appropriate rate shown in the applicable Table of Surrender Charges. The pro-rata surrender charge will be deducted from the Accumulation Value. The surrender charges for the remainder of the Surrender Charge Period will be reduced proportionally. However, if the pro-rata surrender charge is greater than the Accumulation Value, the Specified Amount decrease will not be allowed.

Changing the Terms of Your Policy. Any change in Your policy must be approved in writing by the President, a Vice President, an Administrative Officer or the Secretary of the Company. No agent has the authority to make any changes or waive any of the terms of Your policy.

POLICY VALUES PROVISIONS

Accumulation Value

On the Date of Issue. The Accumulation Value on the Date of Issue will be:

1. The Net Premium received; less
2. The Monthly Deduction for the first policy month. (See "How We Calculate a Monthly Deduction".)

POLICY VALUES PROVISIONS (Cont'd)

The first Deduction Day is the Date of Issue. The Monthly Deduction Day is shown on the Policy Schedule.

On Each Monthly Deduction Day. On each Monthly Deduction Day after the Date of Issue, We will determine the Accumulation Value as follows:

1. We will take the Accumulation Value as of the last Monthly Deduction Day; and
2. Add all Net Premiums received since the last Monthly Deduction Day; and
3. Add the interest earned for the month:
 - A. Interest will be applied for the entire month on the excess of the Accumulation Value on the last Monthly Deduction Day over any partial surrenders made since the last Monthly Deduction Day;
 - B. If a Net Premium has been received since the last Monthly Deduction Day, including the Date of Issue, interest on such amount will be added on a pro-rata basis beginning with the date received throughout the last day of the policy month. No interest is applied until the initial premium is paid;
 - C. If a partial surrender has been made since the last Monthly Deduction Day, interest on the amount of such partial surrender will be added on a pro-rata basis beginning with the last Monthly Deduction Day through the day of such partial surrender; and
4. Subtract any partial surrender made, any pro-rata surrender charges and any charges for partial surrenders since the last Monthly Deduction Day; and
5. Subtract the Monthly Deduction for the policy month. (See "How We Calculate a Monthly Deduction".)

On any Day Other Than a Monthly Deduction Day. The Accumulation Value on any day other than a Monthly Deduction Day will be:

1. The Accumulation Value as of the last Monthly Deduction Day;
2. Less any partial surrenders paid, any pro-rata surrender charges and any charges for partial surrenders since the last Monthly Deduction Day;
3. Plus all Net Premiums received since the last Monthly Deduction Day;
4. Plus interest earned since the last Monthly Deduction Day.

The Accumulation Value will never be less than zero.

Cash Value. The Cash Value of this policy will be equal to the greater of A or B where:

A equals the Accumulation Value less the surrender charge; and

B equals:

1. The Specified Amount divided by 1,000; multiplied by
2. The Guaranteed Cash Value Factor shown in the Table of Guaranteed Cash Value Factors (Table C); multiplied by
3. The CG Account value divided by the Target CG Account value, where the result does not exceed 1.0.

The Target CG Account value equals:

1. The Specified Amount divided by 1,000; multiplied by
2. The CG Account Factor shown in the Table of CG Account Factors (Table D).

POLICY VALUES PROVISIONS (Cont'd)

The Cash Value will always equal the Accumulation Value less the surrender charge if:

1. The Specified Amount is increased;
2. A change in Premium Class occurs; or
3. This policy is reinstated.

Cash Surrender Value. The Cash Surrender Value of this policy will be equal to the Cash Value less any outstanding loans.

Monthly Deductions May Be Made Only if There Is Sufficient Value (Unless Policy Is Being Continued Under the Continuation Guarantee Provisions). Unless this policy is being continued in force under the Continuation Guarantee provisions, a Monthly Deduction from the Accumulation Value may be made only if the Accumulation Value less surrender charge less any outstanding loans is equal to or greater than the Monthly Deduction. The Accumulation Value will be reduced by the amount of each Monthly Deduction. If the Accumulation Value less surrender charge less any outstanding loans on a Monthly Deduction Day is not sufficient to meet the Monthly Deduction for the current month, this policy will be subject to the "Grace Period" and "Continuation Guarantee" provisions.

Surrender Charge. Surrender charges will apply if the Initial Specified Amount is surrendered or reduced during the Surrender Charge Period. Surrender charges for any increases in Specified Amount will apply if such increases are surrendered or reduced during the Surrender Charge Period of each increase. A new surrender charge table that applies to the increase will be furnished if there is an increase in Specified Amount. (See applicable Table of Surrender Charges.)

You may make a request for full surrender at any time during either Contingent Insured's lifetime before the Maturity Date.

A reduction in Specified Amount due to a requested partial surrender, full surrender, or partial surrender will be calculated as of the day We receive Your request.

How We Calculate a Monthly Deduction. Each Monthly Deduction includes:

1. The cost of insurance for the policy; and
2. The charges for benefits provided by riders; and
3. The Monthly Administration Fee; and
4. The Monthly Expense Charge, if any.

How We Calculate the Cost of Insurance for the Policy. We calculate the cost of insurance at the beginning of each policy month. The cost of insurance is determined on the Monthly Deduction Day by multiplying the Net Amount at Risk by the cost of insurance rate per \$1,000 and dividing the result by 1000.

To determine the Net Amount at Risk, We:

1. Divide the Death Benefit Amount for the Initial Specified Amount or any subsequent increase in the Specified Amount under the policy by the Death Benefit Discount Factor shown on the Policy Schedule; and
2. Reduce the result by the amount of Accumulation Value allocated to the Initial Specified Amount or any increase in the Specified Amount:
 - a. Before the cost of insurance deduction is taken; and
 - b. After any applicable charges for benefits provided by riders, the Monthly Expense Charge, if any, and the Monthly Administration Fee are deducted.

The Accumulation Value for the Initial Specified Amount or any subsequent increase in the Specified Amount is determined by the ratio of the Initial Specified Amount or the subsequent increase in the Specified Amount to the total Specified Amount (Initial plus increase).

POLICY VALUES PROVISIONS (Cont'd)

The total cost of insurance for the policy will be the sum of the cost of insurance for the Initial Specified Amount and any subsequent increases in the Specified Amount.

Charges for Benefits Provided by Riders. All charges for benefits provided by riders will be as stated on the Policy Schedule or in an endorsement to this policy. Riders are not part of the policy.

Monthly Administration Fee. An administration fee will be deducted monthly. The amount of the Monthly Administration Fee may be adjusted, but will never be greater than the guaranteed Monthly Administration Fee shown on the Policy Schedule.

Monthly Expense Charge. A Monthly Expense Charge will be deducted monthly. Such charge applies to the Initial Specified Amount and to any increase in Specified Amount. The Monthly Expense Charge for the Initial Specified Amount is shown on the Policy Schedule. The duration of the charge for the Initial Specified Amount and any increase in Specified Amount is also shown on the Policy Schedule. The Monthly Expense Charge for any increase in Specified Amount will be provided in an endorsement to this policy. Any decrease in Specified Amount will not change the Monthly Expense Charge then in effect.

Cost of Insurance Rate. The cost of insurance rate for the Initial Specified Amount, and for each Specified Amount increase, is based on each Contingent Insured's:

1. Gender (if issued on a Sex Distinct basis);
2. Age nearest birthday on each policy anniversary; and
3. Premium class shown on the Policy Schedule associated with the Initial Specified Amount and Premium Class associated with each increase in the Specified Amount, if any, shown in subsequent endorsements.

We can use cost of insurance rates that are lower than the guaranteed rates. Any change in rates will apply to all policies in the same rate class as this policy. The rate class of this policy is determined on its Date of Issue according to:

1. The calendar year of issue and policy year; and
2. The plan of insurance; and
3. The amount of insurance; and
4. The age, gender and Premium Class of each Contingent Insured if issued on a Sex Distinct basis or the age and Premium Class if issued on a Gender Neutral basis.

Changes in Rates, Charges and Fees. This policy does not participate in Our profits or surplus. Any redetermination of the cost of insurance rates, interest rates, Premium Expense Charge Percentage, or Monthly Administration Fee will be based on Our future expectations as to mortality, persistency, expenses, investment earnings, reinsurance costs, and any state and federal taxes. We will not change these rates or charges in order to recoup any prior losses.

Interest Rate. The minimum guaranteed interest rate used in calculating the Accumulation Value is shown on the Policy Schedule. We can use interest rates greater than the guaranteed rate to calculate Accumulation Values. Interest credited to the Accumulation Value in excess of the minimum guaranteed interest rate becomes nonforfeitable except for surrender charges. Interest credited in excess of the minimum guaranteed interest rate, if any, will be credited no less frequently than annually. We can apply a different rate of interest to that portion of the Accumulation Value that equals the amount of an outstanding loan. The interest rate applied to amounts equal to outstanding loans will be at an annual effective rate equal to or greater than the minimum guaranteed interest rate used in calculating the Accumulation Value.

POLICY VALUES PROVISIONS (Cont'd)

Grace Period. The Grace Period is the 61-day period that follows a Monthly Deduction Day or an annual loan interest due date if:

1. There is not enough Accumulation Value less surrender charge less any outstanding loans to pay the amount due; and
2. The requirements of the Continuation Guarantee provisions have not been met.

There is no Grace Period for any Monthly Deduction Day that occurs before the initial premium is paid.

Any payments sent by U.S. mail must be postmarked within the Grace Period in order to keep Your policy in force. If the amount of premium required to keep Your policy in force is not paid by the end of the Grace Period, this policy will terminate without value. However, We will give You at least 31 days notice prior to termination that Your policy is in the Grace Period. We will determine the amount of premium required to keep Your policy in force and advise You of that amount. Such 31 days prior notice will be sent to You at Your last known address, and to the assignee(s) of record, if any. The amount of premium required to keep Your policy in force will be the lesser of an amount:

1. Equal to the Monthly Deductions for the Grace Period and an amount to keep the policy in force for three additional months after the Grace Period; or
2. That satisfies the premium requirements of the Continuation Guarantee provision.

If the second death occurs during the Grace Period, Monthly Deductions through the policy month in which death occurred will be deducted from the proceeds, if any.

If a surrender request is received within 31 days after the Grace Period commences, the Cash Surrender Value payable will not be less than the Cash Surrender Value on the Monthly Deduction Day the Grace Period commenced. The Monthly

Deduction for the policy month following such Monthly Deduction Day will not be subtracted in the calculation of such Cash Surrender Value.

Full Surrender. You may return Your policy to Us and request its Cash Surrender Value at any time during either Contingent Insured's lifetime before the Maturity Date. The Cash Surrender Value will be calculated as of the day We receive Your request. If surrender takes place within 31 days after a policy anniversary, the Cash Value will not be less than on that anniversary. However, calculation of the Cash Surrender Value will take into account any partial surrender, loan and/or Monthly Deduction taken within those 31 days.

Partial Surrender. At any time after the fifth policy year and prior to the Maturity Date, You may request a partial surrender. The amount available for a partial surrender is any amount up to the Accumulation Value less surrender charge less any outstanding loans at the time of Your request. The partial surrender request must be received In Writing prior to the Maturity Date during either Contingent Insured's lifetime.

A partial surrender will result in a reduction of the Cash Value, Accumulation Value, CG Account value, Specified Amount and the Death Benefit Amount. The Cash Value will be reduced by the amount of the partial surrender. The Accumulation Value, CG Account value and the Specified Amount will be reduced in the same proportion as the reduction in Cash Value. The reduction in Specified Amount will be subject to the same guidelines and restrictions as outlined in the "Decreasing the Specified Amount" provision. The Specified Amount remaining after this reduction must be no less than the Minimum Specified Amount (After a Partial Surrender) shown on the Policy Schedule. A requested partial surrender will not be allowed if it would cause a reduction in the Death Benefit Amount to where the policy would fail to qualify as life insurance under the applicable tax laws and regulations.

There will be a charge not to exceed \$50.00 for each partial surrender.

POLICY VALUES PROVISIONS (Cont'd)

Payment of Cash Value Benefit. We can delay payment of Cash Surrender Values for up to 6 months, or the period allowed by law, whichever is less. However, We cannot delay payment of a partial surrender if the amount is to be used to pay a premium to Us.

Continuation of Insurance Coverage if Amount or Frequency of Premium Payments Is Reduced or if Premium Payments Are Discontinued. This policy will remain in force as long as the requirements of the Continuation Guarantee provisions are met or the Accumulation Value less surrender charge less any outstanding loans is greater than zero. If You reduce the amount or frequency of premium payments, or if

You discontinue payment of premiums and do not surrender this policy, We will continue making Monthly Deductions (as long as there is sufficient Accumulation Value less surrender charge less any outstanding loans to make such deductions) until the Maturity Date. This policy will remain in force until the earliest of the following dates:

1. The Maturity Date (if there is sufficient value to make Monthly Deductions to that date); or
2. Full surrender of the policy; or
3. The end of the Grace Period; or
4. The second death.

CONTINUATION GUARANTEE PROVISIONS

The Continuation Guarantee (CG) provides a benefit designed to continue Your insurance coverage if Your Accumulation Value less surrender charge less any outstanding loans is not large enough to cover the Monthly Deductions. The CG does not provide additional Death Benefit Proceeds. The CG is a reference value used to determine whether or not the CG benefit is in effect.

The CG benefit will remain in effect:

1. As long as the value of the Continuation Guarantee Account ("CG Account") is greater than or equal to zero; and
2. The Accumulation Value less surrender charge less any outstanding loans is enough to cover any loan interest when due.

The "CG Account" is the sum of the "CG1", "CG2", and "CG3" Accounts.

The CG policy value is calculated in the same manner as the actual policy value, but using different charges and interest rates. Except as stated in the Policy Changes provision, the tables of CG cost of insurance rates, CG interest rates,

and all other CG charges used in this alternate policy value calculation are guaranteed not to change.

Continuation Guarantee Specified Amount. The CG Specified Amount is only used to determine the CG Account values. The CG Initial Specified Amount is the same as the Initial Specified Amount for the policy.

Continuation Guarantee Premium Expense Charge. The CG Premium Expense Charge is calculated by multiplying the premium paid by the CG Premium Expense Charge Percentage. The CG Premium Expense Charge Percentages are shown on the Policy Schedule. They are used to determine the CG Premium Expense Charge for the CG Account.

Continuation Guarantee Net Premium. The term CG Net Premium as used in this policy means the premium paid, less the CG Premium Expense Charge.

Continuation Guarantee Account Values. CG Net Premiums will be allocated to the CG Account in accordance with the following rules:

CONTINUATION GUARANTEE PROVISIONS (Cont'd)

1. During the first policy year:
 - a. The initial CG Net Premium will be allocated to CG1; and
 - b. Additional CG Net Premiums will be allocated to CG1 if the value of the CG Account is greater than zero; and
 - c. Additional CG Net Premiums will be allocated to CG3 if the value of the CG Account is equal to or less than zero.
2. After the first policy year, the CG Net Premium will be allocated to CG2, unless:
 - a. The value of the CG Account is zero on the last policy anniversary, in which case all CG Net Premiums received until the following anniversary will be allocated to CG3; or
 - b. The value of the CG Account is less than or equal to zero on the date the CG Net Premium is received, in which case the CG Net Premium will be allocated to CG3.

The values of the CG1, CG2, CG3 Accounts are determined on each Monthly Deduction Day by accumulating with interest:

1. The value for the prior month;
2. Plus CG Net Premiums credited to that account;
3. Less any partial surrenders paid, any pro-rata surrender charges and any charges for partial surrenders deducted from that account;
4. Less Monthly Deductions deducted from that account;
5. Less loans made since the last Monthly Deduction Day.

If the initial CG Net Premium is received within the 28 day period following the Date of Issue, it will be applied to CG1 as if it were received on the Date of Issue.

CG Net Premiums received within the 28 day period following any Monthly Deduction Day will be applied to each account as if the premium were received on the Monthly Deduction Day.

External Rollovers Applied to the Continuation Guarantee Account. If the source of any premium applied to the CG Account is Cash Surrender Value from a policy issued by another company (External Rollover that qualifies under Section 1035 of the Internal Revenue Code), and it is received on or before the Monthly Deduction Day of the 12th month after the Date of Issue of the policy, it will be applied to CG1 as if it were received on the Date of Issue of the policy.

Continuation Guarantee Accounts - Monthly Deductions. Each Monthly Deduction includes:

1. The cost of insurance provided by the CG; and
2. The charges for benefits provided by riders; and
3. The CG Monthly Administration Fee; and
4. The CG Monthly Expense Charge, if any.

Monthly Deductions will be taken from the accounts in the following order:

1. From CG3 until it is reduced to zero;
2. From CG2 until it is reduced to zero;
3. From CG1 until it is reduced to zero; and
4. Deductions will then be taken from CG3 resulting in a value that is less than zero.

How We Calculate the Cost of Insurance for the Continuation Guarantee. We calculate the CG cost of insurance at the beginning of each policy month. The CG cost of insurance is determined on the Monthly Deduction Day, including the Date of Issue if applicable, by multiplying the Continuation Guarantee Net Amount at Risk by the CG cost of insurance rate per \$1,000 and dividing the result by 1,000.

CONTINUATION GUARANTEE PROVISIONS (Cont'd)

There are two tables of CG cost of insurance rates that will apply to the CG Account. Table A will apply on each Monthly Deduction Day that the value of CG3 is zero. Table B will apply on each Monthly Deduction Day that CG3 is not zero.

Continuation Guarantee Death Benefit Amount.

The CG Death Benefit Amount described below is only used to determine CG Account values.

The CG Death Benefit Amount will be the greater of:

1. The CG Specified Amount on the date of the second death; or
2. The CG Account value plus outstanding loans on the date of the second death multiplied by the applicable Death Benefit Corridor Rate.

Continuation Guarantee Net Amount at Risk.

To determine the CG Net Amount at Risk, We:

1. Divide the CG Death Benefit Amount by the CG Death Benefit Discount Factor shown on the Policy Schedule; and
2. Reduce the result by the greater of: (1) zero; or (2) the sum of the CG Account value and outstanding loans:
 - a. Before the cost of insurance deduction is taken; and
 - b. After the applicable charges for benefits provided by riders, the CG Monthly Expense Charge, if any, and the CG Monthly Administration Fee are deducted.

Continuation Guarantee Interest Rates. CG interest rates for each CG Account are shown on the Policy Schedule. Interest will begin to accumulate as of the date the Net Premium is credited. The initial CG Net Premium will be credited as of the Date of Issue if the initial premium is paid within the 28 day period following

the Date of Issue. CG Net Premiums received within 28 days of any Monthly Deduction Day will be credited as of that Monthly Deduction Day.

Partial Surrenders. The gross amount of any partial surrender will be deducted from the CG Accounts in the same proportion as the reduction in Cash Value. The CG Accounts will be reduced in the same order as Monthly Deductions. (That is: From CG3 until it is reduced to zero; then from CG2 until it is reduced to zero; then from CG1 until it is reduced to zero; and finally, deductions causing a balance that is less than zero will be applied to CG3.)

Policy Changes. The CG charges and CG interest rates shown on the Policy Schedule pages for the CG may change in the event of an increase in Specified Amount or a change in Premium Class. We will send notice to Your last known address of any such changes in these Policy Schedule pages. A decrease in Specified Amount will be subject to any applicable pro-rata surrender charges, unless the decrease is due to a partial surrender. A decrease in Specified Amount will not change the CG Monthly Expense Charge then in effect.

Continuation Guarantee Accounts - Loans.

When a loan is made, the amount of the loan will be deducted from the CG Accounts in the following order:

1. From CG3 until it is reduced to zero; then
2. From CG2 until it is reduced to zero; then
3. From CG1 until it is reduced to zero; and then
4. Deductions will then be taken from CG3 which will result in a value that is less than zero.

Interest credited to amounts equal to outstanding loans, and loan repayments will be applied to CG1, CG2, and CG3 in the same order as premium payments.

POLICY LOANS

You may borrow from Us at any time while this policy is in force, an amount which is equal to or less than the policy's loan value. The loan value will be the:

1. Accumulation Value less surrender charge; less
2. Any prior outstanding loan; less
3. Interest on the amount to be borrowed to the next policy anniversary; less
4. Interest on any prior outstanding loan to the next policy anniversary.

The outstanding loan amount equals:

1. The loan amount as of the beginning of the policy year; plus
2. New loans; plus
3. Accrued but unpaid loan interest; minus
4. Loan repayments.

Loan Interest. Except for Preferred Loans, the Annual Policy Loan Interest Rate is 3.85%, due in advance. (This is equivalent to an annual effective rate of 4.00%, paid at the end of the policy year.) On each policy anniversary, loan interest for the next year is due in advance. Interest not paid when due will be added to the loan. (See "Preferred Loans".)

How You May Repay a Loan. You may repay all or part of an outstanding loan at any time, except that:

1. Repayment may be made only while this policy is in force and prior to the second death; and
2. A partial repayment must be at least \$10.00; and
3. You must specify the payment is to repay all or part of the outstanding loan.

Except as provided in the "Grace Period" provision, this policy will lapse at any time Your outstanding loans exceed the Accumulation Value less surrender charge. However, at least 31 days prior notice must be mailed by Us to Your last known address and to the assignee of record, if any.

We Can Delay Payment. We can delay lending You money for up to 6 months, or the period allowed by law, whichever is less. However, We cannot delay lending You money if the amount is to be used to pay a premium to Us.

Obtaining a Loan. You may obtain a loan by Written request and assignment of the policy as sole security for the loan.

Preferred Loans. A "Preferred Loan" is a loan that is made at a net cost to the Owner that is less than the net cost of other loans. By "net cost" We mean the amount of interest charged for the loan less interest credited to the amount of the Accumulation Value equal to a loan. Starting on the fifteenth policy anniversary, this policy will be eligible for "Preferred Loans" subject to the following guidelines:

1. The maximum amount of the loan value eligible for Preferred Loans during a policy year is restricted to policy earnings, defined as:
 - a. The Accumulation Value less surrender charge less any outstanding loans at the beginning of the policy year; less
 - b. The sum of premiums paid in excess of partial surrenders since the Date of Issue.
2. When a Preferred Loan is made, loan interest to the next policy anniversary is due in advance at an annual effective rate of 3.38%. (This is equivalent to an annual effective rate of 3.50% paid at the end of the policy year.)

BENEFICIARY AND PROCEEDS

Beneficiary. The Beneficiary as named in the application, or later changed by You, will receive the proceeds upon the second death. Unless You have stated otherwise, proceeds will be paid as follows:

1. If any Beneficiary dies while the Last Surviving Contingent Insured is living, that Beneficiary's interest will pass to any other Beneficiaries of the Last Surviving Contingent Insured according to their respective interests; or
2. If there is no Beneficiary upon the second death (and there is no provision to the contrary), proceeds will be paid in one lump sum to the Owner, if living; otherwise proceeds will be paid to the Owner's estate.

Common Disaster. If We cannot determine whether a Beneficiary or the Last Surviving Contingent Insured died first in a common disaster, We will assume that the Beneficiary died first. Proceeds will be paid on this basis unless an endorsement to this policy provides otherwise.

Simultaneous Death of Contingent Insureds if Contingent Insureds are Owners. If the Contingent Insureds are also the Owners and We are unable to determine to Our satisfaction that one of the Contingent Insureds predeceased the

other, it will be assumed that the Contingent Insureds died simultaneously. Thereupon, one-half of the Death Benefit Proceeds will be payable with respect to each of the Contingent Insured's Beneficiaries.

Proceeds. Proceeds mean the amount payable on:

1. The Maturity Date; or
2. Exercise of the full surrender benefit; or
3. The second death.

The proceeds on the Maturity Date will be the Cash Surrender Value provided coverage is not continued beyond the Maturity Date. (See "Option to Extend Coverage".) The proceeds payable on the second death will be the Death Benefit Amount, after refunding any premium received on or after the date of the second death, less any outstanding loans and will be subject to the other provisions of the "Beneficiary and Proceeds" section.

All proceeds and partial surrender benefits are subject to the provisions of the "Payment Options" section and the other provisions of this policy. Full payment of policy proceeds to the person(s) designated as entitled discharges Us from all claims.

CHANGE OF OWNERSHIP OR BENEFICIARY

You may change the Owner or the Beneficiary at any time during the lifetime of either Contingent Insured unless the previous designation provides otherwise. To do so, send a Written request to Our Home Office. The change will go into effect when We have received the change. However,

after the change is received, it will be deemed effective as of the date You signed the Written request for change. The change will be subject to any payment made or action taken by Us before We receive the request.

PAYMENT OPTIONS

Proceeds are payable in one sum. Instead of being paid in one sum, all or part of the proceeds may be applied under any of the Payment Options described below. In addition to these options, other methods of payment may be chosen with Our consent. The amount applied to purchase a

Payment Option will not be less than would be provided by immediate annuity purchase rates offered by the Company at the time the Payment Option payments are to begin.

PAYMENT OPTIONS (Cont'd)

Payment Contract. When proceeds become payable under a Payment Option, a Payment Contract will be issued to each payee. The Payment Contract will state the rights and benefits of the payee. It will also name those who are to receive any balance unpaid at the death of the payee.

Election of Options. The Owner may elect or change any Payment Option while either Contingent Insured is living, subject to the provisions of this policy. This election or change must be In Writing. Within 60 days after the second death, a payee entitled to proceeds in one sum may elect to receive proceeds under any option, subject to the limitations stated in the "Availability of Options" provision.

Option 1. Payments for a Specified Period: Equal monthly payments will be made for a specified period. The Option 1 Table in this policy shows the monthly income for each \$1,000 of proceeds applied.

Option 2. Payments of a Specified Amount: Equal monthly payments of a specified amount will be made. Each payment must be at least \$60 a year for each \$1,000 of proceeds applied. Payments will continue until the amount applied, with interest, has been paid in full.

Option 3. Monthly Payments for Life with Period Certain: Equal monthly payments will be made for a specified period, and will continue after that period for as long as the payee lives. The specified period may be 10, 15 or 20 years. The Option 3 Table in this policy shows the monthly income for each \$1,000 of proceeds applied. If issued on a Sex Distinct basis, tables are based on the Annuity 2000 Male or Female Tables adjusted by projection scale G (adjusted by 50% of projection scale G for females and 100% of projection scale G for males) for 20 years, with interest at the rate of 2% per year. If issued on a Gender Neutral basis, tables are based on the Annuity 2000 Male and Female Tables adjusted by projection scale G (adjusted by 50% of projection scale G for females and 100% of projection scale G for males) for 20 years, with Gender Neutral rates based on 60% female and 40% male, and interest at the rate of 2% per year.

At the time payments are to begin under this option, the payee may choose one of the following:

1. Monthly payments based on the Option 3 Table; or
2. Monthly payments equal to a monthly annuity based on Our single premium immediate annuity rates then in use.

Option 4. Proceeds Left at Interest: Proceeds may be left on deposit with Us for any period up to 30 years. Interest earned on the proceeds may be:

1. Left on deposit to accumulate at the rate of 2% compounded annually; or
2. Paid in installments at the rate for each \$1,000 of proceeds of \$20 annually, \$9.95 semiannually, \$4.96 quarterly or \$1.65 monthly.

Upon the death of the payee, or at the end of the specified period, any balance left on deposit will be paid in a lump sum or under Options 1, 2 or 3.

Interest Rates. The guaranteed rate of interest for proceeds held under Payment Options 1, 2, 3 and 4 is 2% compounded annually. We may credit interest at a higher rate. We determine the higher rate.

Payments. The first payment under Options 1, 2 and 3 will be made when the claim for settlement has been approved. Payments after the first will be made according to the manner of payment chosen. Interest under Option 4 will be credited from the date of the second death and paid or added to the proceeds as provided in the Payment Contract.

Availability of Options. If the proposed payee is not a natural person, payment options may be chosen only with Our consent.

If this policy is assigned, We will have the right to pay the assignee in one sum the amount to which the assignee is entitled. Any balance will be applied according to the option chosen.

PAYMENT OPTIONS (Cont'd)

The amount to be applied under any one option must be at least \$2,000. The payment elected under any one option must be at least \$20. If the total policy proceeds are less than \$2,000 payment will be made in one lump sum.

Evidence That Payee is Alive. Before making any payment under a Payment Option, We may ask for proof that the payee is alive. If proof is requested, no payment will be made or considered due until We receive proof.

Death of a Payee. If a payee dies, any unpaid balance will be paid as stated in the Payment Contract. If there is no surviving payee named in the Payment Contract, We will pay the estate of the payee:

1. Under Options 1 and 3: The value of the remaining payments for the specified period as of the date We receive Written notification of death, discounted at the rate of interest used in determining the amount of the monthly payment.
2. Under Options 2 and 4, the balance of any proceeds remaining unpaid with accrued interest, if any.

Withdrawal of Proceeds Under Options 1 and 2. If provided in the Payment Contract, a payee will have the right to withdraw the entire unpaid

balance under Options 1 and 2. Under Option 1, the amount will be the value of the remaining payments for the specified period discounted at the rate of interest used in determining monthly income. Under Option 2, the amount will be the entire unpaid balance.

Withdrawal of Proceeds Under Option 4. A payee will have the right to withdraw proceeds left under Option 4 subject to the following rules:

1. The amount to be withdrawn must be \$500 or more; and
2. A partial withdrawal must leave a balance on deposit of \$1,000 or more.

Withdrawals May Be Deferred. We may defer payment of any withdrawal for up to 6 months from the date We receive a withdrawal request.

Assignment. Payment Contracts may not be assigned.

Change in Payment. The right to make any change in payment is available only if the Payment Contract provides for a change in payment.

Claims of Creditors. To the extent permitted by law, proceeds will not be subject to any claims of a payee or a Beneficiary's creditors.

GENERAL PROVISIONS

Assigning Your Policy. During the lifetime of either Contingent Insured, You may assign this policy as security for an obligation. We will not be bound by an assignment unless it is received In Writing at Our Home Office. The assignment, unless You specify otherwise, will take effect on the date that You signed the notice of assignment, subject to any payments made or actions taken by Us before We receive such assignment. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

Incontestability. We rely on the statements made in the application for the policy and any amendments of applications, supplemental applications, and applications for any reinstatements or increases in Specified Amount. These statements, in the absence of fraud, are considered representations and not warranties. No statement may be used in defense of a claim under the policy unless it is in such applications.

Except as stated below, We cannot contest this policy after it has been in force during either Contingent Insured's lifetime for two years from the Date of Issue.

GENERAL PROVISIONS (Cont'd)

Exceptions:

1. We cannot contest any claim related to an increase in Specified Amount during either Contingent Insured's lifetime after such increase has been in effect for two years from the date of issue of such increase.
2. If this policy is reinstated, We cannot contest this policy during either Contingent Insured's lifetime after it has been in force for two years from the date of reinstatement.

We can contest a reinstatement or an increase in Specified Amount for a 2-year period following the date of an increase or reinstatement solely on the basis of the information furnished in the application for such reinstatement or increase.

This 2-year limitation does not apply to benefits provided by any Disability or Accidental Death Benefit rider, or to the nonpayment of premium.

Suicide Exclusion. If, within 2 years from the Date of Issue, the Last Surviving Contingent Insured takes his or her own life, or both Contingent Insureds take their own lives, while sane or insane, We will limit the Death Benefit Proceeds to the premiums paid less any outstanding loans and less any partial cash surrenders paid.

If there are any increases in the Specified Amount a new 2-year period shall apply to each increase beginning on the date of such increase. If death due to suicide occurs during the 2-year period following an increase, but after the policy has been in force for 2 years or more, We will refund the cost of insurance charges that were deducted for the increase, and the increase will be terminated. The Initial Specified Amount and any increases in Specified Amount that have been in force for 2 years or more will remain in force on the life of the Last Surviving Contingent Insured.

If one Contingent Insured takes his or her own life, while sane or insane, within 2 years from the Date of Issue or the date We approve Your reinstatement application, and the other Contingent Insured survives, We will exchange this policy for an individual life policy on the life of

the surviving Contingent Insured subject to the following guidelines:

1. The Specified Amount under the new policy will be equal to or less than the Specified Amount in effect on the effective date of exchange less any outstanding loans;
2. After repayment of any loan against the Cash Surrender Value of this policy, any remaining Cash Surrender Value will be transferred to the new policy;
3. Evidence of insurability will not be required;
4. The new policy will be issued on any flexible premium adjustable whole life or level premium whole life or endowment plan regularly issued by the Company on the date of exchange. The Owner may choose the plan of insurance;
5. The new policy will be issued at the Premium Class of the Last Surviving Contingent Insured on the Date of Issue of this policy without evidence of insurability. If the Premium Class of the surviving Contingent Insured was Uninsurable on the Date of Issue of this policy, the new policy will be issued with the highest substandard rating available under the new policy. The surviving Contingent Insured may apply for a more favorable Premium Class upon providing evidence of insurability satisfactory to Us;
6. The inclusion of any optional benefits will be subject to Our rules on the date of exchange and evidence of insurability satisfactory to Us;
7. The Suicide and Incontestability provisions of the new policy will continue to run from the Date of Issue of this policy to the extent of the coverage being exchanged without evidence of insurability. New Suicide Exclusion and Incontestability periods will apply to any amount of coverage or addition of benefits requiring evidence of insurability; and

GENERAL PROVISIONS (Cont'd)

8. To apply for an exchange, the Owner must notify the Company of the death of a Contingent Insured by suicide, furnish due proof of such death, and complete an application for exchange. Once these requirements have been completed the Company will exchange this policy for the new policy. This policy will remain in force until the new policy is issued provided there is sufficient value to make each monthly deduction.

When the laws of the state in which this policy is delivered require less than this 2-year period, the period will be as stated in such laws.

Age or Gender Incorrectly Stated (Age Incorrectly Stated if Issued on a Gender Neutral Basis). If the: (1) age or gender of a Contingent Insured (if this policy was issued on a Sex Distinct basis); or (2) age of a Contingent Insured (if this policy was issued on a Gender Neutral basis) has been misstated to Us, We will adjust the Death Benefit Amount on the second death to that which would have been purchased by the Monthly Deduction for the policy month of death at the correct cost of insurance rate. By age, We mean age nearest birthday as of the Date of Issue.

Statutory Basis of Policy Values. The Cash Values and paid-up nonforfeiture benefits available under the policy are not less than the minimum values and benefits required by the law of the state where this policy is delivered.

The calculation of minimum Cash Values, nonforfeiture benefits and Guaranteed Monthly Cost of Insurance Rates are based on the Mortality Table shown on the Policy Schedule for the appropriate gender (if this policy was issued on a Sex Distinct basis) and age nearest birthday.

A detailed statement of the method of computing values has been filed with the state insurance department where required.

No Dividends. This policy will not pay dividends. It will not participate in any of Our surplus or earnings.

Annual Report. We will send You at least once a year, without charge, an annual report which shows the following:

1. The beginning and the end dates of the reporting period; and
2. Premiums paid; and
3. Expense charges and any charges for partial surrender charges deducted; and
4. Interest credited to Your Accumulation Value; and
5. The cost of insurance deducted; and
6. Partial surrender benefits paid to You; and
7. The amount of any outstanding loan; and
8. Charges for riders, if any, deducted; and
9. The Cash Surrender Value and Accumulation Value at the beginning and the end of the reporting period; and
10. The Death Benefit Amount at the beginning and the end of the reporting period.

Quote Request. At any time while this policy is in force, the Owner may request from Us a quote of policy values. A reasonable fee, not to exceed \$50.00, may be charged for additional quotes requested in the same policy year.

GENERAL PROVISIONS (Cont'd)

When This Policy Terminates. This policy will terminate if:

1. You request that this policy be terminated; or
2. The Last Surviving Contingent Insured dies; or
3. The Exchange Option is exercised; or
4. The policy matures; or
5. The Grace Period ends; and
 - a. There is insufficient Accumulation Value less surrender charge less any outstanding loans to cover a Monthly Deduction and the CG Account value is less than zero; or
 - b. The Accumulation Value less surrender charge less any outstanding loans is not enough to cover loan interest when due.

Reinstatement. "Reinstating" means placing Your policy in force after it has terminated at the end of the Grace Period. We will reinstate this policy if We receive:

1. Your Written request within three years after the end of the Grace Period and before the Maturity Date; and
2. Evidence of insurability satisfactory to Us for each Contingent Insured who was living on the date the policy terminated; and
3. Payment of enough premium to keep the policy in force for three months; and
4. Payment or reinstatement of any outstanding loans.

The reinstated policy will be in force from the Monthly Deduction Day on or following the date We approve the reinstatement application.

The original "Table of Surrender Charges per \$1,000 of Specified Amount" will apply to a reinstated policy. The Accumulation Value at the time of reinstatement will be:

1. The surrender charge deducted at the time of lapse (such charge not being greater than the Accumulation Value at the time of lapse before the surrender charge was applied); plus
2. The Net Premium paid at reinstatement; plus
3. Any loan repaid or reinstated; less
4. The Monthly Deduction for one month.

If persons other than the Contingent Insureds are covered by an attached rider, coverage will be reinstated according to that rider.

Reinstatement of the Continuation Guarantee Account. The policy will only be eligible for reinstatement with the CG Account if:

1. The policy and the CG Account were in force until the date of lapse; and
2. The policy was not surrendered for its Cash Surrender Value; and
3. We receive application for reinstatement within 90 days following termination of the policy.

Option to Extend Coverage. You may elect to extend the Maturity Date stated on the Schedule Page (Maturity Date), as follows:

If one or both Contingent Insureds are living on the Maturity Date, coverage will be continued until the date of the second death.

To elect this option, You must submit a Written request to the Company on a form acceptable to Us, at least 30 days prior to the original Maturity Date.

Starting on the original Maturity Date:

1. The Death Benefit Amount for the policy will be equal to the policy Death Benefit Amount in effect on the day prior to the Maturity Date, and if based all, or in part, on the Accumulation Value, will be adjusted by future changes in the Accumulation Value. The Death Benefit Amount will never be less than the Accumulation Value;

GENERAL PROVISIONS (Cont'd)

2. Unless otherwise stated in a rider attached to this policy, coverage under any riders attached to this policy will not be extended;
3. No Monthly Deductions will be made;
4. New premium payments will not be accepted except an amount required to keep the policy in force under the Grace Period provision;
5. Partial surrenders will be allowed;
6. New policy loans are permitted;
7. Interest on outstanding loans will continue to accrue in the same manner as stated in the "Policy Loans" provisions and You may repay all or part of an outstanding loan at any time as stated in the "Policy Loans" provisions;
8. The Accumulation Value will continue to be determined as stated in this policy, subject to item 3 above; and
9. The Cash Value will equal the Accumulation Value.

After this option is selected, it may not be revoked.

Policy Changes and Extending Coverage. We will not permit a change to Your policy that would result in the policy not meeting the definition of life insurance under Section 7702 of the Internal Revenue Code. The 2001 CSO Mortality Tables provide a stated termination date of age 121. The Option to Extend Coverage, described above, allows the policy to continue beyond age 121. The tax consequences of extending the Maturity Date beyond the age 121 termination date of the 2001 CSO Mortality Tables are unclear. You should consult Your personal tax advisor about the effect of any change to Your policy as it relates to Section 7702 and the termination date of the Mortality Tables.

Rights Reserved By Us. Upon notice to You, this policy may be modified by Us, but only if such modification is necessary to make any changes as required by the Internal Revenue Code or by any other applicable law, regulation or interpretation in order to continue treatment of this policy as life insurance.

When required by law, We will obtain Your approval of changes and We will obtain approval from any appropriate regulatory authority.

Interest Payable on Death Benefit Proceeds. Interest is paid on the Death Benefit Proceeds as follows:

1. Interest will accrue and be payable from the date of the second death.
2. Interest will accrue at the rate or rates applicable to the policy for funds left on deposit. In determining the effective annual rate or rates, We will use the rate in effect on the date of the second death.
3. Interest will accrue at the effective annual rate determined in item 2 above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of items a, b and c to the date the claim is paid, where it is:
 - a. The date that due proof of the second death is received by the Company;
 - b. The date the Company receives sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
 - c. The date that legal impediments to payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (1) the establishment of guardianships and conservatorships; (2) the appointment and qualification of trustees, executors and administrators; and (3) the submission of information required to satisfy any state and federal reporting requirements.

EXCHANGE OPTION

At any time while both Contingent Insureds are living this policy may be exchanged for two individual policies covering the Contingent Insureds separately subject to the following:

1. The Specified Amount under the new policies will be an amount equal to:
 - a. The Specified Amount in effect on the effective date of exchange; less
 - b. The amount of any loan.

Except as stated in number 10, the Specified Amount of this policy may be split into two individual policies in any proportion, the total of which does not exceed the Specified Amount of this policy.

2. The Accumulation Value less surrender charge less any outstanding loans will be transferred to the new policies in the same ratio as the division of the Specified Amount;
3. The new policies will be issued on any flexible premium adjustable whole life or level premium whole life or endowment plan regularly issued by the Company on the date of exchange. The new policies do not have to be the same plan of insurance;
4. Except as stated in number 10, evidence of insurability satisfactory to the Company must be furnished (this Exchange Option is not available unless both Contingent Insureds are found to be insurable);
5. The new policies will be issued as of the date of exchange based on the age nearest birthday of each Contingent Insured;
6. The plan(s) of insurance selected will be subject to Our standard minimum amount requirement for such a plan;
7. If, on or after the Date of Issue of this policy:
 - a. A rider providing waiver of monthly deduction or waiver of premium coverage is made available, and is added to this policy; and
 - b. Monthly deductions or premiums for this policy are being waived as provided in such a rider;

then neither monthly deductions nor premiums for the new policies will be waived

and We will not include a waiver benefit in the new policies;

8. The Suicide Exclusion and Incontestability provisions of the new policies will run from the Date of Issue of the new policies;
9. This policy will terminate on the Date of Issue of the new policies; and
10. We will not require evidence of insurability at the time this option is elected if:
 - a. The Contingent Insureds divorce and a period of at least 24 months has elapsed since the date the divorce decree was finalized; or
 - b. The Federal unlimited marital deduction is repealed, or there is a reduction of at least 50% of the tax rate in the maximum Federal estate bracket.

In these cases the Specified Amount under each new policy will be 50% of an amount equal to:

- a. The Specified Amount in effect on the effective date of exchange; less
- b. The amount of any loan.

50% of the Accumulation Value less surrender charge less any outstanding loans will be transferred to each of the new policies.

This Exchange Option is not available if the premium class of either Contingent Insured was "Uninsurable" on the Date of Issue.

To apply for an exchange, the Owner must submit:

1. Applications for the new policies (including evidence of insurability satisfactory to Us);
2. Payment of the first premium for each new policy; and
3. This policy for cancellation.

Each Contingent Insured must agree to accept the new policy or this policy will remain in force. There may be income tax consequences if You exercise the Exchange Option. Consult with Your tax advisor before exercising this right.

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TABLES OF MONTHLY INSTALLMENTS FOR EACH \$1,000 OF PROCEEDS

OPTION 1 TABLE							
INSTALLMENTS FOR A SPECIFIED PERIOD							
Number of Years Payable	Amount of Monthly Installments	Number of Years Payable	Amount of Monthly Installments	Number of Years Payable	Amount of Monthly Installments	Number of Years Payable	Amount of Monthly Installments
1	\$84.09	11	\$8.42	21	\$4.85	31	\$3.59
2	42.46	12	7.80	22	4.67	32	3.51
3	28.59	13	7.26	23	4.51	33	3.44
4	21.65	14	6.81	24	4.36	34	3.37
5	17.49	15	6.42	25	4.22	35	3.30
6	14.72	16	6.07	26	4.10	36	3.23
7	12.74	17	5.77	27	3.98	37	3.17
8	11.25	18	5.50	28	3.87	38	3.12
9	10.10	19	5.26	29	3.77	39	3.06
10	9.18	20	5.04	30	3.68	40	3.01

OPTION 3 TABLE							
INSTALLMENTS FOR LIFE WITH SPECIFIED MINIMUM PERIOD							
AGE OF PAYEE	GUARANTEED PERIOD			AGE OF PAYEE	GUARANTEED PERIOD		
Female	10 Years	15 Years	20 Years	Female	10 Years	15 Years	20 Years
10	\$2.11	\$2.11	\$2.11	50	\$3.12	\$3.11	\$3.09
11	2.13	2.13	2.12	51	3.18	3.16	3.14
12	2.14	2.14	2.14	52	3.23	3.22	3.19
13	2.15	2.15	2.15	53	3.29	3.27	3.24
14	2.16	2.16	2.16	54	3.35	3.33	3.30
15	2.18	2.18	2.17	55	3.41	3.39	3.36
16	2.19	2.19	2.19	56	3.48	3.46	3.41
17	2.20	2.20	2.20	57	3.55	3.52	3.48
18	2.22	2.22	2.22	58	3.63	3.59	3.54
19	2.23	2.23	2.23	59	3.70	3.67	3.60
20	2.25	2.25	2.25	60	3.79	3.74	3.67
21	2.27	2.26	2.26	61	3.87	3.82	3.74
22	2.28	2.28	2.28	62	3.97	3.91	3.81
23	2.30	2.30	2.30	63	4.06	4.00	3.88
24	2.32	2.32	2.31	64	4.17	4.09	3.96
25	2.33	2.33	2.33	65	4.28	4.18	4.03
26	2.35	2.35	2.35	66	4.39	4.28	4.11
27	2.37	2.37	2.37	67	4.51	4.39	4.18
28	2.39	2.39	2.39	68	4.64	4.49	4.26
29	2.41	2.41	2.41	69	4.77	4.60	4.33
30	2.44	2.43	2.43	70	4.92	4.71	4.41
31	2.46	2.46	2.46	71	5.07	4.83	4.48
32	2.48	2.48	2.48	72	5.22	4.94	4.54
33	2.51	2.50	2.50	73	5.39	5.06	4.61
34	2.53	2.53	2.53	74	5.56	5.18	4.67
35	2.56	2.56	2.55	75	5.74	5.29	4.72
36	2.59	2.58	2.58	76	5.92	5.40	4.77
37	2.61	2.61	2.61	77	6.11	5.51	4.81
38	2.64	2.64	2.64	78	6.31	5.62	4.85
39	2.68	2.67	2.67	79	6.51	5.72	4.89
40	2.71	2.70	2.70	80	6.71	5.81	4.92
41	2.74	2.74	2.73	81	6.91	5.89	4.94
42	2.78	2.77	2.77	82	7.11	5.97	4.96
43	2.81	2.81	2.80	83	7.31	6.04	4.98
44	2.85	2.85	2.84	84	7.50	6.10	5.00
45	2.89	2.89	2.88	85	7.68	6.16	5.01
46	2.93	2.93	2.92	86	7.85	6.21	5.02
47	2.98	2.97	2.96	87	8.01	6.25	5.03
48	3.02	3.02	3.00	88	8.16	6.28	5.03
49	3.07	3.06	3.05	89	8.30	6.31	5.04
				90	8.42	6.34	5.04

Payments are based upon the age, nearest birthday, of the Payee on the date the first payment is due. If monthly installments for two or more specified periods for a given age are the same, the specified period of longer duration will apply.

TABLES OF MONTHLY INSTALLMENTS FOR EACH \$1,000 OF PROCEEDS

OPTION 1 TABLE							
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4	21.65	14	6.81	24	4.36	34	3.37
5	17.49	15	6.42	25	4.22	35	3.30
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7	12.74	17	5.77	27	3.98	37	3.17
8	11.25	18	5.50	28	3.87	38	3.12
9	10.10	19	5.26	29	3.77	39	3.06
10	9.18	20	5.04	30	3.68	40	3.01

OPTION 3 TABLE							
INSTALLMENTS FOR LIFE WITH SPECIFIED MINIMUM PERIOD							
AGE OF PAYEE	GUARANTEED PERIOD			AGE OF PAYEE	GUARANTEED PERIOD		
Male	10 Years	15 Years	20 Years	Male	10 Years	15 Years	20 Years

10	\$2.17	\$2.17	\$2.16	50	\$3.31	\$3.29	\$3.25
11	2.18	2.18	2.18	51	3.37	3.35	3.31
12	2.19	2.19	2.19	52	3.43	3.41	3.36
13	2.21	2.21	2.20	53	3.50	3.47	3.42
14	2.22	2.22	2.22	54	3.57	3.53	3.47
15	2.24	2.23	2.23	55	3.64	3.60	3.53
16	2.25	2.25	2.25	56	3.72	3.67	3.60
17	2.27	2.26	2.26	57	3.80	3.74	3.66
18	2.28	2.28	2.28	58	3.88	3.82	3.72
19	2.30	2.30	2.29	59	3.97	3.90	3.79
20	2.32	2.31	2.31	60	4.06	3.98	3.86
21	2.33	2.33	2.33	61	4.16	4.07	3.92
22	2.35	2.35	2.35	62	4.26	4.16	3.99
23	2.37	2.37	2.37	63	4.37	4.25	4.06
24	2.39	2.39	2.39	64	4.49	4.34	4.13
25	2.41	2.41	2.41	65	4.61	4.44	4.20
26	2.43	2.43	2.43	66	4.73	4.54	4.27
27	2.45	2.45	2.45	67	4.86	4.64	4.34
28	2.48	2.47	2.47	68	5.00	4.75	4.40
29	2.50	2.50	2.49	69	5.14	4.85	4.47
30	2.52	2.52	2.52	70	5.29	4.95	4.53
31	2.55	2.55	2.54	71	5.44	5.06	4.59
32	2.58	2.57	2.57	72	5.60	5.16	4.64
33	2.60	2.60	2.60	73	5.76	5.27	4.69
34	2.63	2.63	2.62	74	5.92	5.37	4.74
35	2.66	2.66	2.65	75	6.09	5.47	4.78
36	2.69	2.69	2.68	76	6.27	5.56	4.82
37	2.73	2.72	2.72	77	6.44	5.66	4.86
38	2.76	2.76	2.75	78	6.62	5.74	4.89
39	2.80	2.79	2.78	79	6.80	5.82	4.92
40	2.84	2.83	2.82	80	6.98	5.90	4.94
41	2.87	2.87	2.86	81	7.16	5.97	4.96
42	2.92	2.91	2.89	82	7.34	6.04	4.98
43	2.96	2.95	2.93	83	7.51	6.10	5.00
44	3.00	2.99	2.97	84	7.67	6.15	5.01
45	3.05	3.04	3.02	85	7.83	6.20	5.02
46	3.10	3.08	3.06	86	7.98	6.24	5.02
47	3.15	3.13	3.11	87	8.12	6.27	5.03
48	3.20	3.18	3.15	88	8.26	6.30	5.03
49	3.25	3.23	3.20	89	8.38	6.33	5.04
				90	8.50	6.35	5.04

Payments are based upon the age, nearest birthday, of the Payee on the date the first payment is due. If monthly installments for two or more specified periods for a given age are the same, the specified period of longer duration will apply.

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4	21.65	14	6.81	24	4.36	34	3.37
5	17.49	15	6.42	25	4.22	35	3.30
6	14.72	16	6.07	26	4.10	36	3.23
7	12.74	17	5.77	27	3.98	37	3.17
8	11.25	18	5.50	28	3.87	38	3.12
9	10.10	19	5.26	29	3.77	39	3.06
10	9.18	20	5.04	30	3.68	40	3.01

OPTION 3 TABLE							
INSTALLMENTS FOR LIFE WITH SPECIFIED MINIMUM PERIOD							
	GUARANTEED PERIOD				GUARANTEED PERIOD		
AGE OF PAYEE	10 Years	15 Years	20 Years	AGE OF PAYEE	10 Years	15 Years	20 Years

10	\$2.14	\$2.13	\$2.13	50	\$3.20	\$3.18	\$3.16
11	2.15	2.15	2.15	51	3.25	3.24	3.21
12	2.16	2.16	2.16	52	3.31	3.29	3.26
13	2.17	2.17	2.17	53	3.37	3.35	3.32
14	2.19	2.19	2.18	54	3.44	3.41	3.37
15	2.20	2.20	2.20	55	3.51	3.48	3.43
16	2.21	2.21	2.21	56	3.58	3.54	3.49
17	2.23	2.23	2.23	57	3.65	3.61	3.55
18	2.24	2.24	2.24	58	3.73	3.69	3.61
19	2.26	2.26	2.26	59	3.81	3.76	3.68
20	2.28	2.28	2.27	60	3.90	3.84	3.75
21	2.29	2.29	2.29	61	3.99	3.92	3.82
22	2.31	2.31	2.31	62	4.09	4.01	3.89
23	2.33	2.33	2.32	63	4.19	4.10	3.96
24	2.35	2.34	2.34	64	4.30	4.19	4.03
25	2.37	2.36	2.36	65	4.41	4.29	4.10
26	2.39	2.38	2.38	66	4.53	4.39	4.18
27	2.41	2.40	2.40	67	4.65	4.49	4.25
28	2.43	2.43	2.42	68	4.78	4.60	4.32
29	2.45	2.45	2.44	69	4.92	4.70	4.39
30	2.47	2.47	2.47	70	5.07	4.81	4.46
31	2.50	2.49	2.49	71	5.22	4.92	4.52
32	2.52	2.52	2.52	72	5.37	5.03	4.58
33	2.56	2.54	2.54	73	5.54	5.14	4.64
34	2.57	2.57	2.57	74	5.71	5.26	4.70
35	2.60	2.60	2.59	75	5.88	5.36	4.75
36	2.63	2.63	2.62	76	6.06	5.47	4.79
37	2.66	2.66	2.65	77	6.25	5.57	4.83
38	2.69	2.69	2.68	78	6.44	5.67	4.87
39	2.73	2.72	2.71	79	6.63	5.76	4.90
40	2.76	2.76	2.75	80	6.82	5.85	4.93
41	2.80	2.79	2.78	81	7.02	5.93	4.95
42	2.83	2.83	2.82	82	7.21	6.00	4.97
43	2.87	2.87	2.86	83	7.39	6.06	4.99
44	2.91	2.91	2.89	84	7.57	6.12	5.00
45	2.96	2.95	2.93	85	7.74	6.17	5.01
46	3.00	2.99	2.98	86	7.90	6.22	5.02
47	3.05	3.04	3.02	87	8.06	6.26	5.03
48	3.10	3.08	3.06	88	8.20	6.29	5.03
49	3.15	3.13	3.11	89	8.33	6.32	5.04
				90	8.45	6.35	5.04

Payments are based upon the age, nearest birthday, of the Payee on the date the first payment is due. If monthly installments for two or more specified periods for a given age are the same, the specified period of longer duration will apply.

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AMERICAN GENERAL LIFE
Insurance Company
A Stock Company

This is a JOINT AND LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY. An Adjustable Death Benefit is payable upon the Last Surviving Contingent Insured's death prior to the Maturity Date and while this policy is in force. Premium payments are flexible and payable to the Maturity Date. ACCUMULATION VALUES and CASH VALUES are flexible and will be based on the amount and frequency of premiums paid, and the amount of interest credited. NONPARTICIPATING – THIS POLICY WILL NOT PAY DIVIDENDS.

For Information, Service or to make a Complaint

Contact Your Servicing Agent, or Our Policyowner Service Department

2727-A Allen Parkway
P.O. Box 1931
Houston, Texas 77251
1-800-231-3655

AMERICAN GENERAL LIFE INSURANCE COMPANY
ENHANCED SURRENDER VALUE RIDER

This rider has been added to and made a part of the policy to which it is attached.

The policy to which this rider is attached is eligible for an Enhanced Surrender Value, as defined in this rider, if the rider is in force and the policy is surrendered during the sixty (60) day period following the policy anniversary referred to as Enhanced Surrender Value Availability on the Policy Schedule. Upon surrender the amount payable will be the greater of:

1. The Enhanced Surrender Value on the date of surrender; or
2. The Cash Surrender Value provided by the policy on the date of surrender.

The Enhanced Surrender Value will not be paid in addition to the Cash Surrender Value of the policy.

Enhanced Surrender Value. The Enhanced Surrender Value is equal to the lesser of A or B where:

A equals:

1. The total premium paid multiplied by the Enhancement Percentage; less
2. Partial surrenders, if any; less
3. Outstanding loans, if any.

B equals:

1. The lowest Specified Amount; divided by
2. The Death Benefit Corridor Rate at the time of surrender; less
3. Outstanding loans, if any.

The Enhancement Percentage is shown on the Policy Schedule. The policy anniversary after which You may request a full surrender and receive the Enhanced Surrender Value is also shown on the Policy Schedule. The lowest Specified Amount when used in this rider means the policy's smallest Specified Amount at any time prior to the date of surrender.

Termination. This rider will terminate on the earliest of the following:

1. The date the policy terminates; or
2. The date the policy CG Account value on the last day of a policy year is less than or equal to:
 - a. The Target CG Account value described in the policy; multiplied by
 - b. The Termination Percentage shown on the Policy Schedule.

Reinstatement. If this rider terminates, it cannot be reinstated.

Policy Provisions Applicable. This rider is subject to all the conditions and provisions of the policy to which it is attached, except as provided herein.

The effective date of this rider is the Date of Issue of the policy.



President

SERFF Tracking Number: AMGN-127915199 State: Arkansas
 Filing Company: American General Life Insurance Company State Tracking Number: 50593
 Company Tracking Number: 11239
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: Survivor Secure Lifetime GUL
 Project Name/Number: Survivor Secure Lifetime GUL/11239

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
AR Flesch Certification.pdf		
Certificate of Compliance with AR Rule and Regulation 19.pdf		
AR Cert_Comp.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Approved - 04/19/2011		
Attachments:		
AGLC100565-2011.pdf		
AGLC100566-2011.pdf		

	Item Status:	Status Date:
Satisfied - Item: Health - Actuarial Justification		
Comments:		
Actuarial Memorandums for Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policies.		
Attachments:		
Actuarial Memorandum 11239.pdf		
Actuarial Memorandum 11242.pdf		
Actuarial Memorandum 11990.pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: Not applicable		

SERFF Tracking Number: AMGN-127915199 State: Arkansas
Filing Company: American General Life Insurance Company State Tracking Number: 50593
Company Tracking Number: 11239
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: Survivor Secure Lifetime GUL
Project Name/Number: Survivor Secure Lifetime GUL/11239

Comments:

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

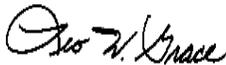
11239 stmt of variability.pdf

11242 stmt of variability.pdf

AMERICAN GENERAL LIFE INSURANCE COMPANY

ARKANSAS FLESCH CERTIFICATION

This is to certify that the attached Form No(s). **11239, 11242, and 11990** (has) achieved Flesch Reading Score of **54.69, 54.73, and 55.41** and comply (ies) with the requirements of Arkansas Stat. Ann. §66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.



Leo W. Grace, FLMI
Vice President

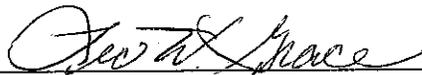
January 4, 2012
Date

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: American General Life Insurance Company

Form Number(s): 11239 - Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy
11242 - Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy
11990 - Enhanced Surrender Value Rider

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Leo W. Grace, FLMI

Name

Vice President

Title

January 4, 2012

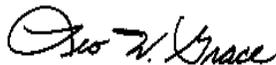
Date

AMERICAN GENERAL LIFE INSURANCE COMPANY

ARKANSAS CERTIFICATION OF COMPLIANCE

		Y/N	NA
Arkansas Code 23-79-138	Required Policy Information	Y	
Rule and Regulation 49	Life And Disability Insurance Guaranty Fund Notices	Y	
Rule and Regulation 19	Unfair Sex Discrimination in the Sale of Insurance	Y	
Rule and Regulation 33	Variable Life Insurance		N/A
	Licensing and approval to do business		N/A
	Qualification of Insurer to Issue Variable Life Insurance		N/A
	Article IV. Insurance Policy Requirements		N/A
	Article V. Reserve Liabilities for Variable Life Insurance		N/A
	Article VI. Separate Accounts		N/A
	Article VII. Information Furnished to Applicants		N/A
	Article VIII. Applications		N/A
	Article IX. Reports to Policyholders		N/A
	Article X. Foreign Companies		N/A
	Article XI. Qualifications of Agents for the Sale of Variable Life Insurance		N/A
Article XII. Separability Article		N/A	
Article XIII. Supersession of Conflicting Regulations		N/A	
Rule and Regulation 34	Universal Life Insurance (Sections 1-12)	Y	
	Valuation	Y	
	Nonforfeiture	Y	
	Mandatory Policy Provisions	Y	
	Disclosure Requirements	Y	
	Periodic Disclosure to Policyowner	Y	
	Interest Indexed Universal Life Policies	Y	
	Severability	Y	
Arkansas Bulletin 11-83	Guidelines for non-guaranteed costs on participating and non-participating life insurance		N/A
	Current and Guaranteed Cost Of Insurance Rates	Y	
	Minimum/Maximum Interest Rate Range Minimum Rate: Maximum Rate:	2% 0.75%	

I hereby certify that form(s) **11239, 11242, 11990** is in compliance with those relevant Arkansas laws and regulations sited above.



Leo W. Grace
Director, Product Development

3. Owner

A. Complete if the Primary Proposed Insured is not the Owner (If contingent Owner is required, use Remarks section)

First Name MI Last Name Sex M F
Social Security or Tax ID # Date of Birth
U.S. Citizen yes no If no, Country of Citizenship Date of Entry Visa Type Exp. Date
Address City, State ZIP
Home Phone Relationship to Primary Proposed Insured
Email

B. Complete if Owner is a trust (If trustee is a premium payor, also complete section 13 D)

Exact Name of Trust Trust Tax ID #
Address City, State ZIP
Email
Current Trustee(s) Date of Trust

4. Product Name (Complete appropriate supplemental application if applicable) Elite Universal Life

Amount Applied For: Base Coverage \$ 50,000 Supplemental Coverage (If applicable) \$
Death Benefit Compliance Test Used (If applicable): Guideline Premium Cash Value Accumulation
Automatic Premium Loan (If applicable): yes no Premium Class Quoted
Reason for Insurance family protection

5. Premium Allocation (For Index UL only) (Complete line A, line B or line C based on the selected product)

Indicate how each premium received is to be allocated. Total allocations must equal 100%. Use whole percentage only.
A. 1-Year Index Interest Account % 5-Year Index Interest Account % Declared Interest Account %
B. 1-Year Index Cap Account % Annual Participation Rate Account % Declared Interest Account %
C. 1-Year Index Cap Account % 5-Year Index Interest Account % Declared Interest Account %
Other:

6. Death Benefit Options (For UL & VUL only) Option 1 - Level Option 2 - Increasing Option 3 - Level Plus Return of Premium

7. Riders/Benefits

Child Rider Amount \$ (Complete Child Rider Attachment) or No current children
Waiver of Premium Waiver of Monthly Deduction Waiver of Monthly Guarantee Premium
Maturity Extension Rider - Accumulation Value Maturity Extension Rider - Death Benefit
Terminal Illness Rider
Accidental Death Benefit Amount \$ Other Insured/Spouse Rider Amount \$
Select Income Rider (Complete the following if SI Rider selected) Benefit Duration Monthly Benefit Amt \$
Disability Income Rider (Complete the following if DI Rider selected)
Number of Units (1 unit = \$100): Occupational Class (Please check): 1 2
Other Riders/Benefits #1 Amount/Unit(s)
Other Riders/Benefits #2 Amount/Unit(s)

8. Primary Beneficiary

Name Jane Doe Relationship wife Share 100 % DOB SSN
Name Relationship Share % DOB SSN
Name Relationship Share % DOB SSN
Name Relationship Share % DOB SSN

9. Contingent Beneficiary

Name Relationship Share % DOB SSN
Name Relationship Share % DOB SSN

10. Trust Information (if Beneficiary) Exact Name of Trust

Trust Tax ID # Current Trustee(s) Date of Trust

11. Rider Beneficiaries (Complete if other than Primary Proposed Insured)

Other Insured/Spouse Rider Relationship

12. Business Insurance Details *(Complete only if applying for business coverage)*

Does any Proposed Insured have an ownership interest in the business? yes no
 If yes, what is the percentage of ownership for the: Primary Proposed Insured _____% Other Proposed Insured _____%
 Net Profit of Business \$ _____ Fair Market Value of Business \$ _____
 If buy-sell, stock redemption, or key person insurance, will all partners or key people be covered? yes no
 If no, provide the reason why all partners are not covered _____
 Describe any special circumstances _____

13. Premium Payment Modal \$ 600 Single \$ _____ Additional Initial \$ _____

A. Frequency of modal premium: Annual Semi-annual Quarterly Monthly *(Bank Draft only)*
B. Method: Direct Billing Bank Draft *(Complete Bank Draft Authorization)* List Bill: Number _____
 Credit Card - Initial Premium Only *(Complete Credit Card Authorization) (Not available for VUL products)*
 Other *(Please explain)* _____

C. Amount submitted with application \$ 600

D. Premium Payor *(Complete if other than Owner or if Owner is Trustee)*
 First Name _____ MI _____ Last Name _____ Sex M F
 Social Security or Tax ID # _____ Date of Birth _____
 Relationship to Primary Proposed Insured _____
 U.S. Citizen yes no If no, Country of Citizenship _____ Date of Entry _____ Visa Type _____ Exp. Date _____
 Address _____ City, State _____ ZIP _____

14. Existing Coverage and Replacements

A. Does any Proposed Insured have any existing or pending annuities or life insurance policies?* yes no
B. If question 14A is answered "yes", please provide the following information:

Name of Proposed Insured	Type (see below)	Year of Issue	Face Amount	Insurance Company	Contract or Policy #	Is Coverage being Replaced?***	1035 Exchange
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes

Type: i= individual, b= business, g= group, p= pending life insurance or annuity
 *If 14A is answered "yes", certain states require completion of replacement-related forms even when existing or pending life insurance or annuities are not being replaced by the life insurance policy being applied for.
 ***"Replace" means that the life insurance policy being applied for may replace, change or use monetary value from an existing or pending life insurance policy or annuity contract. If the transaction is a replacement, also complete the replacement-related form for the state where the application is signed.

C. Disability Coverage *(Complete only if Disability Income Rider coverage requested)*

Does any Proposed Insured have any existing or pending Disability insurance policies? yes no
(If yes, complete the following regarding existing and pending disability insurance)

Insurance Company	Benefit Amount	Benefit Period	Elimination Period	Year Issued
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

15. Background Information (Complete questions A through J. If yes answer applies to any Proposed Insured, provide details specified after each question)

- A.** Does any Proposed Insured intend to travel or reside outside of the United States or Canada within the next two years? yes no
(If yes, list country(ies), city(ies), date, length of stay(s), and purpose or complete the Foreign Travel and Residence Questionnaire) _____
- B.** In the past five years, has any Proposed Insured participated in, or does he or she intend to participate in: any flights as a trainee, pilot or crew member; scuba diving; skydiving or parachuting; ultralight aviation; auto racing; cave exploration; hang gliding; boat racing; mountaineering; extreme sports or other hazardous activities? yes no
(If yes, complete the Aviation and/or Avocation Questionnaire)
- C.** Has any Proposed Insured:
- 1) During the past 90 days submitted an application for life insurance to any company or begun the process of filling out an application? yes no
(If yes, list company name, amount applied for, purpose of insurance, and if application will be placed) _____
- 2) Ever had a life or disability insurance application modified, rated, declined, postponed, withdrawn, canceled or refused for renewal? yes no
(If yes, list date and reason) _____
- D.** Has any Proposed Insured ever filed for bankruptcy? yes no
(If yes, list chapter filed, date, reason, and discharge date) _____
- E.** In the past five years, has any Proposed Insured been charged with or convicted of any driving violations to include driving under the influence of alcohol or drugs? yes no
(If yes, list date, state, license #, and specific violation) _____
- F.** Has any Proposed Insured ever been convicted of or pled guilty or no contest to a criminal offense or currently have any felony or misdemeanor charge pending? yes no
(If yes, list date, county, state, charge, and current status) _____
- G.** Is any Proposed Insured an active duty service member of the US Armed Forces, a member of the National Guard or an active reservist of the US Armed Forces, or a dependent of an active duty service member of the US Armed Forces? yes no
(If yes, provide Pay Grade, Rank and any known foreign assignments. Complete the applicable Military Disclosure)
- H.** Is there an intention that any party, other than the Owner, will obtain any right, title, or interest in any policy issued on the life of any Proposed Insured as a result of this application? yes no
- I.** Does the Owner or any Proposed Insured intend to finance any of the premium required to pay for this policy through a financing or loan agreement? yes no
- J.** Is the Owner, any Proposed Insured, or any person or entity, being paid (cash, services, etc) as an incentive to enter into this transaction? yes no
(If yes, describe the incentive) _____

Remarks

16. Details and Explanations

The above listed life insurance company ("Company") as selected on page one of this application is responsible for the obligation and payment of benefits under any policy that it may issue. No other company is responsible for such obligations or payments.

Agreement, Authorization to Obtain and Disclose Information and Signatures

I, the Primary Proposed Insured and Owner signing below, agree that I have read the statements contained in this application and any attachments or they have been read to me. They are true and complete to the best of my knowledge and belief. I understand that this application: (1) will consist of Part A, Part B, and if applicable, related attachments including supplement(s) and addendum(s); and (2) shall be the basis for any policy and any rider(s) issued. I understand that any misrepresentation contained in this application and relied on by the Company may be used to reduce or deny a claim or void the policy if: (1) such misrepresentation materially affects the acceptance of the risk; and (2) the policy is within its contestable period.

Except as may be provided in any Limited Temporary Life Insurance Agreement, I understand and agree that even if I paid a premium no insurance will be in effect under this application, or under any new policy or any rider(s) issued by the Company, unless or until all three of the following conditions are met: (1) the policy has been delivered and accepted; and (2) the full first modal premium for the issued policy has been paid; and (3) there has been no change in the health of any Proposed Insured(s) that would change the answers to any questions in the application before items (1) and (2) in this paragraph have occurred. I understand and agree that if all three conditions above are not met: (1) no insurance will begin in effect; and (2) the Company's liability will be limited to a refund of any premiums paid, regardless of whether loss occurs before premiums are refunded.

Limited Temporary Life Insurance Agreement ("LTLIA") – If I have received and accepted the LTLIA, I understand and agree that such insurance is available only on the life of the Primary Proposed Insured under the life policy (and the Other Proposed Insured under a joint and survivorship life policy, if applicable) and only if the following four conditions are met: (1) the full first modal premium is submitted with this application and paid; and (2) only "no" answers have been truthfully given to the questions regarding any Proposed Insured's health and age in section 3 of the LTLIA; and (3) Part A and Part B of the application must be completed, signed and dated; and (4) all medical exam requirements must be satisfied. I understand and agree that such insurance is not available with any riders or any accident and/or health insurance.

I understand and agree that no agent is authorized to: accept risks or pass upon insurability; make or modify contracts; or waive any of the Company's rights or requirements.

I have received a copy or have been read the Notices to the Proposed Insured(s).

I give my consent to all of the entities listed below to give to the Company, its legal representatives, American General Life Companies LLC ("AGLC") (an affiliated service company), and affiliated insurers all information they have pertaining to: medical consultations; treatments; surgeries; hospital confinements for physical and/or mental conditions; use of drugs or alcohol; drug prescriptions; or any other information for me, my spouse or my minor children. Other information could include items such as: personal finances; habits; hazardous avocations; motor vehicle records from the Department of Motor Vehicles; court records; or foreign travel, etc. I give my consent for the information outlined above to be provided by: any physician or medical practitioner; any hospital, clinic or other health care facility; pharmacy benefit manager or prescription database; any insurance or reinsurance company; any consumer reporting agency or insurance support organization; my employer; or the Medical Information Bureau (MIB).

I understand the information obtained will be used by the Company to determine: (1) eligibility for insurance; and (2) eligibility for benefits under an existing policy. Any information gathered during the evaluation of my application may be disclosed to: reinsurers; the MIB; other persons or organizations performing business or legal services in connection with my application or claim; me; any physician designated by me; or any person or entity required to receive such information by law or as I may further consent.

I, as well as any person authorized to act on my behalf, may, upon written request, obtain a copy of this consent. I understand this consent may be revoked at any time by sending a written request to the Company, Attn: Underwriting Department at P.O. Box 1931, Houston, TX 77251-1931.

This consent will be valid for 24 months from the date of this application. I agree that a copy of this consent will be as valid as the original. I authorize AGLC or affiliated insurers to obtain an investigative consumer report on me. I understand that I may: request to be interviewed for the report; and receive, upon written request, a copy of such report. Check if you wish to be interviewed.

IRS Certification: Under penalties of perjury, I certify: (1) that the number shown on this application is my correct Social Security or Tax ID number; and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code; and (3) that I am a U.S. person (including a U.S. resident alien). The Internal Revenue Service does not require my consent to any provisions of this document other than the certifications required to avoid backup withholding. You must cross out item (2) if you are subject to backup withholding and cross out item (3) if you are not a U.S. person (including a U.S. resident alien).

Owner signed at (city, state) Anytown, USA On (date) 3/17/2011

Owner Signature X John Doe Title (If Corporate Officer or Trustee)

Primary Proposed Insured Signature (if other than Owner) X _____
(If under age 15, signature of parent or guardian)

Other Proposed Insured Signature (if other than Owner) X _____
(If under age 15, signature of parent or guardian)

Agent(s) Signature(s)

I certify that the information supplied has been truthfully and accurately recorded on the Part A application.

Writing Agent Name (please print) John Smith Writing Agent # 5678

Writing Agent Signature X John Smith Countersigned _____
(Licensed resident agent if state required)

Agent's Report

1. Statements

- A.** Does any Proposed Insured have any existing or pending annuities or life insurance policies? yes no
(If yes, certain states require completion of replacement-related forms even when other life insurance or annuities are not being replaced by the policy being applied for - please attach such forms)
- B.** If yes to question 1 A., do you have any information that any Proposed Insured may replace, change, or use any monetary value of any existing or pending life insurance policy or annuity in connection with the policy being applied for? yes no
(If yes, please provide details in the Remarks section below and attach replacement-related forms)
- C.** Number of years you have known Primary Proposed Insured: 10 years
Other Proposed Insured: _____
- D.** Are you aware of any other information that would adversely affect any Proposed Insured's eligibility, acceptability, or insurability? *(If yes, please provide details in the Remarks section below, and do not provide limited temporary life insurance)* yes no
- E.** Did you provide the Owner with a Limited Temporary Life Insurance Agreement? yes no

2. Remarks, Details and Explanations *(Please include information on any collateral assignment, etc)*

3. Commission, Agent/Agency Information *(Please list servicing agent first)*

Agent(s) to Receive Commission	Agency Number	Agent Number	Percent of Split
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %

4. Agent Agreement and Signature

I understand and agree that if I am made aware of any changes to any of the answers contained in any of the forms I will notify the company of the changes.

Writing Agent Name *(Please print)* John Smith Date 3/17/2011
Writing Agent Signature **X** John Smith
State License # _____ Phone # _____
Email _____ Fax # _____

For Home Office use

Processing Center _____ Contact Person _____ Phone # _____
Servicing Agent (if other than writing agent) send policy/delivery requirements to _____

5. Personal Health History

A. Has the Proposed Insured **ever** been diagnosed as having, been treated for, or consulted a licensed health care provider for:

- 1) heart disease, heart attack, chest pain, irregular heartbeat, heart murmur, high cholesterol, high blood pressure or other disorder of the heart? yes no
- 2) a blood clot, aneurysm, stroke, or other disease, disorder or blockage of the arteries or veins? yes no
- 3) cancer, tumors, masses, cysts or other such abnormalities? yes no
- 4) diabetes, a disorder of the thyroid or other glands or a disorder of the immune system, blood or lymphatic system? yes no
- 5) colitis, hepatitis or a disorder of the esophagus, stomach, liver, pancreas, gall bladder or intestine? yes no
- 6) a disorder of the kidneys, bladder, prostate or reproductive organs or protein in the urine? yes no
- 7) asthma, bronchitis, emphysema, sleep apnea or other breathing or lung disorder? yes no
- 8) seizures, a disorder of the brain or spinal cord or other nervous system abnormality, including anxiety, depression or other psychiatric conditions? yes no
- 9) arthritis, muscle disorders, connective tissue disease or other bone or joint disorders? yes no

(If yes, list condition and provide details such as: date of first diagnosis; name, address, and phone # of doctor; tests performed; test results; medications or recommended treatment)

Details _____

B. Is the Proposed Insured currently taking any medication, treatment or therapy or under medical observation? yes no

(If yes, provide details such as: date of first diagnosis; name, address, and phone # of doctor; tests performed; test results; medications or recommended treatment)

Details _____

C. Has the Proposed Insured in the **past three years** had but NOT sought treatment for:

- 1) fainting spells, nervous disorder, headaches, convulsions or paralysis? yes no
- 2) any pain or discomfort in the chest or shortness of breath? yes no
- 3) disorders of the stomach, intestines or rectum, or blood in the urine? yes no

(If yes, list condition such as: date of first occurrence; symptoms; and how treated)

Details _____

D. Has the Proposed Insured **ever**:

- 1) sought or received medical advice, counseling or treatment by a medical professional for the use of alcohol or drugs, including prescription drugs? yes no
- 2) used cocaine, marijuana, heroin, controlled substances or any other drug, except as legally prescribed by a physician? yes no

(If yes answered to D1 or D2, please provide details below)

Type of drug(s)/alcohol product(s) _____ Date last used _____

Frequency of use: Daily Weekly Monthly Amount usually used: _____

Name(s) of doctor/facility _____ Phone () _____

Address _____ City, State _____ ZIP _____

Treatment Dates _____

Support group(s) _____ Last date attended _____

Was treatment or support group attendance court ordered? yes no

Details of any drug or alcohol related arrests _____

5. Personal Health History (continued)

E. Has the Proposed Insured **ever** been diagnosed as having or been treated by any member of the medical profession for AIDS Related Complex (ARC) or Acquired Immune Deficiency Syndrome (AIDS)? yes no
(If yes, provide details such as: date of first diagnosis; name, address, and phone # of doctor; tests performed; test results; medications or recommended treatment)
Details _____

F. Other than previously stated, in the **past 10 years**, has the Proposed Insured:
1) been hospitalized, consulted a health care provider or had any illness, injury or surgery? yes no
(If yes, provide details such as: date of first diagnosis; name, address, and phone # of doctor; tests performed; test results; medications or recommended treatment)
Details _____

2) been advised to have any diagnostic test, hospitalization or treatment that was NOT completed? yes no
(If yes, provide details such as: date of first diagnosis; name, address, and phone # of doctor; recommended tests, medications or treatment)
Details _____

3) received or claimed disability or hospital indemnity benefits or a pension for any injury, sickness, disability or impaired condition? yes no
(If yes, list condition and provide details such as: date of first diagnosis; name, address, and phone # of doctor; tests performed; test results; medications or recommended treatment)
Details _____

G. Has the Proposed Insured had any emergency room or emergency clinic visits during the **past 5 years**? yes no
(If yes, provide name and address of hospital or emergency clinic, reason for visit(s), and resolution of condition)
Details _____

H. Does the Proposed Insured have any symptoms or knowledge of any other condition that is NOT disclosed above? yes no
(If yes, provide details such as: date of first diagnosis; name, address, and phone # of doctor; tests performed; test results; medications or recommended treatment)
Details _____

Agreement and Signatures

I, the Proposed Insured signing below, agree that I have read the statements contained in this application and any attachments or they have been read to me. They are true and complete to the best of my knowledge and belief. I understand that this application: (1) will consist of Part A, Part B, and if applicable, related attachments including supplement(s) and addendum(s); and (2) shall be the basis for any policy and any rider(s) issued. I understand that any misrepresentation contained in this application and relied on by the Company may be used to reduce or deny a claim or void the policy if: (1) such misrepresentation materially affects the acceptance of the risk; and (2) the policy is within its contestable period.

Except as may be provided in any Limited Temporary Life Insurance Agreement, I understand and agree that even if I paid a premium no insurance will be in effect under this application, or under any new policy or any rider(s) issued by the Company, unless or until all three of the following conditions are met: (1) the policy has been delivered and accepted; and (2) the full first modal premium for the issued policy has been paid; and (3) there has been no change in the health of the Proposed Insured(s) that would change the answers to any questions in the application before items (1) and (2) in this paragraph have occurred. I understand and agree that if all three conditions above are not met: (1) no insurance will begin in effect; and (2) the Company's liability will be limited to a refund of any premiums paid, regardless of whether loss occurs before premiums are refunded.

I understand and agree that no agent is authorized to: accept risks or pass upon insurability; make or modify contracts; or waive any of the Company's rights or requirements.

I have received a copy or have been read the Notices to the Proposed Insured(s).

Fraud

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.

SIGNATURE OF PROPOSED INSURED

Signed at (city, state) Anytown, USA On (date) 3/17/2011

John Doe
Proposed Insured (If under age 15, signature of parent or guardian)

SIGNATURE(S) OF INTERVIEWER(S) – TO BE SIGNED BY ALL INTERVIEWERS, AS APPLICABLE

I certify that the information supplied by the Proposed Insured has been truthfully and accurately recorded on the Part B application.

If Agent recorded information

John Agent 223344 3/17/2011
Writing Agent Name (Please print) Writing Agent # Date

John Agent
Writing Agent Signature Countersigned (Licensed resident agent if state required)

If Tele-interviewer recorded information

Name (Please print) Company Date

If Paramedical Examiner/Medical Doctor recorded information

Examiner Address _____ **Paramed: Use company stamp below.**

Examiner Phone # () _____

Examiner Name _____

Examiner Signature _____

_____ Date _____

Physical Measurements

1. Proposed Insured

- A. Name _____
- B. Build: Measured Height (*in shoes*) _____ ft _____ in Weight (*clothed*) _____ lbs (*Please weigh insured*)
 If unable to obtain accurate weight, please provide reason _____
- C. Blood Pressure (*three readings required*): If blood pressure exceeds 140/90, repeat reading at end of examination.*
 Select cuff size: Standard BP cuff Large BP cuff

	1st Reading	2nd Reading	3rd Reading	*Repeat Reading
Systolic BP				
Diastolic 5th Phase BP				
Pulse Rate				
Irregularities Per Min.				

- D. Did you weigh Proposed Insured? yes no
- E. Have any of the following been completed in conjunction with this exam?
 Blood Urine EKG Stress Test
- F. Is appearance unhealthy or older than stated age? yes no
- G. Do you have any pertinent information not disclosed previously? yes no
(Details of yes answers to questions F and G)

- H. Are you related to the Proposed Insured by blood or marriage or do you have any business or professional relationship with the Proposed Insured? (*If yes, explain*) yes no

Report By Examining Medical Doctor

Instructions to doctor:

To be completed in private by doctor only. Examination of heart and lungs must be with stethoscope against bare skin.

1) Heart

- a. Is there any cyanosis, edema, or evidence of peripheral vascular disease, arteriosclerosis or other cardiovascular disorder? _____ yes no
- b. Is heart enlarged? (*If yes, describe*) _____ yes no
- c. Is murmur present? (*If yes, complete 1d*) _____ yes no
- d. Before exercise, murmur is:
 Constant Transmitted to where? _____
 Inconstant Localized at: Apex Base Elsewhere
 Systolic (*Give details*) _____
 Diastolic Murmur grade: (*Please circle*) 1/6 2/6 3/6 4/6 5/6 6/6
 After valsalva, murmur is:
 Unchanged Decreased Increased Absent

Your impression _____

Report by Examining Medical Doctor (continued)

2) Has this examination revealed any abnormality of the following: *(Provide details to yes answers below)*

a) Eyes, ears, nose, mouth and throat? *(If vision or hearing is markedly impaired, indicate degree and correction)* yes no

Details _____

b) Endocrine system *(including thyroid)?* yes no

Details _____

c) Nervous system *(including reflexes, gait, paralysis)?* yes no

Details _____

d) Respiratory system? yes no

Details _____

e) Abdomen *(including scars)?* yes no

Details _____

f) Genito-urinary system? yes no

Details _____

g) Skin *(including scars), lymph nodes, blood vessels (including varicose veins)?* yes no

Details _____

h) Musculoskeletal system *(including spine, joints, amputations, deformities)?* yes no

Details _____

Signature

Paramedical Examiner/Medical Doctor Signature

I certify that this exam was conducted the _____ day of _____, 20_____, at _____ am pm

Location of Exam _____ **Paramed: Use company stamp below.**

Examiner Address _____

Examiner Phone # () _____

Examiner Name _____

Examiner Signature **X** _____

(Agent should inform Paramedical Examiner/Medical Doctor of proper location to send form upon completion)

AMERICAN GENERAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
11239

Variability in the following items marked with an asterisk (*) is needed so the Company can adjust these rates and amounts based on future conditions, including the economic conditions such as bond interest rates and administrative, underwriting and marketing considerations.

SEX. The Contingent Insured's sex will appear when a policy is issued sex distinct. The Contingent Insured's sex will not appear when a policy is issued gender neutral. Variable text includes either "male" or "female".

SEX DISTINCT/GENDER NEUTRAL. Policies can be issued on either a sex distinct basis or a gender neutral basis. Variable text includes either "sex distinct" or "gender neutral."

MONTHLY DEDUCTION DAY. Variable text includes any day of the month from the 1st – 28th that corresponds with the Date of Issue.

***TARGET PREMIUM.** The Target Premium is based upon each Contingent Insured's age, sex and premium class. This premium varies with each consumer.

***MINIMUM SPECIFIED AMOUNT (AFTER A DECREASE IN SPECIFIED AMOUNT).** The Minimum Specified Amount (After A Decrease In Specified Amount) will be the same for the policies issued on the same day. We reserve the right to change the minimum for new issues if necessary to never be less than \$10,000 nor more than \$500,000.

***MINIMUM SPECIFIED AMOUNT (AFTER A PARTIAL SURRENDER).** The Minimum Specified Amount (After A Partial Surrender) will be the same for the policies issued on the same day. We reserve the right to change the minimum for new issues if necessary to never be less than \$10,000 nor more than \$500,000.

***MONTHLY EXPENSE CHARGE.** The Monthly Expense Charge is based upon a table that varies depending on the each Contingent Insured's age, sex and premium class. This charge varies with each consumer.

***MONTHLY EXPENSE CHARGE DURATION.** The Monthly Expense Charge Durations are bracketed since they specifically apply to the specimen policy. Once a policy is issued the durations will not change. We reserve the right to change durations for new issues. The duration could range from 1 year to all years (policy Maturity Date).

DEATH BENEFIT COMPLIANCE TEST. Policies can be issued with one of two Death Benefit Compliance tests. The two tests are the Guideline Premium Test and the Cash Value Accumulation Test. Variable text includes "Guideline Premium" and "Cash Value Accumulation."

MORTALITY TABLE. Policies can be issued as either sex distinct or gender neutral. Variable text includes "Male or Female," for policies issued on a sex distinct basis and "80% Male and 20% Female," for policies issued on a gender neutral basis.

***PREMIUM EXPENSE CHARGE PERCENTAGES.** The Company will periodically declare the Premium Expense Charge Percentages. The current percentages will never be less than 0.0% or greater than 10.0%.

***MONTHLY ADMINISTRATION FEE.** The Company will periodically declare the Monthly Administration Fee. The current fee will never be less than \$0.00 or greater than \$20.00.

*** ENHANCED SURRENDER VALUE AVAILABILITY.** This is the policy anniversary after which the Owner is eligible for the Enhanced Surrender Value. This could range from the 10th to the 20th policy anniversary.

*** ENHANCEMENT PERCENTAGE.** This percentage is used to calculate the Enhanced Surrender Value and could range from 50% to 100%.

*** TERMINATION PERCENTAGE.** This percentage is used to determine whether or not the rider will terminate and could range from 50% to 100%.

***CG INTEREST RATES.** The interest rates are bracketed since they specifically apply to the specimen policy. CG2 interest rates will vary by duration. The duration could range from year 2 to all years (policy Maturity Date). CG Interest Rates could range from .1% to 15%. Once a policy is issued the interest rates will not change.

***CG MONTHLY EXPENSE CHARGE.** This charge is based on a table of rates that varies depending on each Contingent Insured's sex, age and underwriting class. This charge varies with each consumer.

***CG MONTHLY EXPENSE CHARGE DURATION.** The CG Monthly Expense Charge Durations are bracketed since they specifically apply to the specimen policy. Once a policy is issued the durations will not change. The duration could range from 1 year to all years (policy Maturity Date).

***CG PREMIUM EXPENSE CHARGE PERCENTAGES.** The CG Premium Expense Charge Percentages are bracketed since they specifically apply to the specimen policy. The percentages may vary by duration. The duration could range from year 1 to all years (policy Maturity Date). The percentages may vary from 0% to 50%. Once a policy is issued, the percentages and durations will not change.

***CG MONTHLY ADMINISTRATION FEE.** The CG Monthly Administration Fee is bracketed since it specifically applies to the specimen policy. The fee may vary from \$0 to \$50. Once a policy is issued, the fee will not change.

All other bracketed items are for illustrative purposes only.

AMERICAN GENERAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
11242

Variability in the following items marked with an asterisk (*) is needed so the Company can adjust these rates and amounts based on future conditions, including the economic conditions such as bond interest rates and administrative, underwriting and marketing considerations.

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SEX DISTINCT/GENDER NEUTRAL. Policies can be issued on either a sex distinct basis or a gender neutral basis. Variable text includes either "sex distinct" or "gender neutral."

MONTHLY DEDUCTION DAY. Variable text includes any day of the month from the 1st – 28th that corresponds with the Date of Issue.

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***MINIMUM SPECIFIED AMOUNT (AFTER A DECREASE IN SPECIFIED AMOUNT).** The Minimum Specified Amount (After A Decrease In Specified Amount) will be the same for the policies issued on the same day. We reserve the right to change the minimum for new issues if necessary to never be less than \$10,000 nor more than \$500,000.

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All other bracketed items are for illustrative purposes only.

