

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
Project Name/Number: /

Filing at a Glance

Company: Provident Life and Accident Insurance Company
Product Name: Whole Life Insurance
State: Arkansas
TOI: L071 Individual Life - Whole
Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Filing Type: Form
Date Submitted: 10/05/2012
SERFF Tr Num: UNUM-128675227
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: L-21848
Implementation: On Approval
Date Requested:
Author(s): Sandy Kirkman, Julie Mader, Karen Romans, Vanessa Vice, Nancy MacLean
Reviewer(s): Linda Bird (primary)
Disposition Date: 10/11/2012
Disposition Status: Approved-Closed
Implementation Date:
State Filing Description:

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
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General Information

Project Name: Status of Filing in Domicile: Not Filed
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Filing not required in Domicile state.
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 10/11/2012
State Status Changed: 10/11/2012
Deemer Date: Created By: Sandy Kirkman
Submitted By: Sandy Kirkman Corresponding Filing Tracking Number:

Filing Description:

Form L-21848, Whole Life Insurance to Age 120
Form L-21848-70, Whole Life Insurance to Age 120 (Paid-Up at Age 70)
Form L-21850, Application for Individual Voluntary Life Insurance

These are new forms and not intended to replace any form currently approved by your Department. Items completed in "John Doe" fashion will vary for each individual policy issued. The only other variables are company contact information and officer information. All these variables are shown with brackets on the enclosed forms.

Form L-21848 is a Whole Life Insurance Policy, maturing at the Insured's age 120. Premiums are payable to age 120. Issue ages will be 15-80 for adult policies and 0-26 for juvenile policies.

Form L-21848-70 is identical to Form L-21848 except that it designed so that the policy will be paid-up at the insured's age 70. Issue ages will be 15-50 for adult policies and 0-26 for juvenile policies. The text of the two policies is identical; the only differences are on the Data Page (Page 3) and the Table of Nonforfeiture Values (Page 10).

For both policies, all rates and values are guaranteed; therefore, they are non-illustrated products. These policies will primarily be worksite marked on an individual, voluntary basis; therefore, they will always be issued as unisex policies. The only type of rating used for these policies are tobacco, non-tobacco and uni-tobacco (for juvenile policies). This rating is reflected as "Class of Risk" on the Data Page and in premiums and values shown in the policy.

Form L-21850 is an Application for Individual Voluntary Life Insurance. It will be used with these two policies as well as other appropriate whole life, term life and universal life policies approved by your Department. Enrollment methods include agent-assisted situations (in person or via call centers) and self-enrolled situations (using paper or electronic application process, such as web-based). Electronic applications processes may also be used in agent-assisted situations.

Company and Contact

Filing Contact Information

Sandy Kirkman, Senior Contract Consultant skirkman@unum.com
One Fountain Square 423-294-8981 [Phone]
Chattanooga, TN 37402

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
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Filing Company Information

Provident Life and Accident Insurance Company	CoCode: 68195	State of Domicile: Tennessee
1 Fountain Square	Group Code: 565	Company Type:
Chattanooga, TN 37402	Group Name:	State ID Number:
(800) 451-8475 ext. [Phone]	FEIN Number: 62-0331200	

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50.00 per policy, including all related forms, apps, etc.
 Per Company: No

Company	Amount	Date Processed	Transaction #
Provident Life and Accident Insurance Company	\$100.00	10/05/2012	63504701
Provident Life and Accident Insurance Company	\$50.00	10/08/2012	63557166

SERFF Tracking #:

UNUM-128675227

State Tracking #:

Company Tracking #:

L-21848

State: Arkansas

Filing Company:

Provident Life and Accident Insurance Company

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

Product Name: Whole Life Insurance

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/11/2012	10/11/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	10/10/2012	10/10/2012
Pending Industry Response	Linda Bird	10/08/2012	10/08/2012

Response Letters

Responded By	Created On	Date Submitted
Sandy Kirkman	10/10/2012	10/10/2012
Sandy Kirkman	10/08/2012	10/08/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Whole Life Insurance	Sandy Kirkman	10/09/2012	10/09/2012
Form	Whole Life Insurance Paid-Up at 70	Sandy Kirkman	10/09/2012	10/09/2012

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
Project Name/Number: /

Disposition

Disposition Date: 10/11/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification - Regulation 49		Yes
Supporting Document	Certification - Regulation 19		Yes
Form (revised)	Whole Life Insurance		Yes
Form	Whole Life Insurance	Replaced	Yes
Form (revised)	Whole Life Insurance Paid-Up at 70		Yes
Form	Whole Life Insurance Paid-Up at 70	Replaced	Yes
Form	Application for Individual Voluntary Life Insurance		Yes

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/10/2012
Submitted Date	10/10/2012
Respond By Date	11/12/2012

Dear Sandy Kirkman,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Regulation 19s10B requires that a new or revised filing submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Conclusion:

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

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/10/2012
Submitted Date 10/10/2012

Dear Linda Bird,

Introduction:

Thank you for your review of this submission.

Response 1

Comments:

I apologize for failing to include this item with the initial submission.

Related Objection 1

Comments:

Regulation 19s10B requires that a new or revised filing submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification - Regulation 19

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Hopefully, we've finally provided you with everything you need to need to complete your review.

If not, please let me know and I'll get it to you as quickly as possible.

We greatly appreciate your assistance.

Sincerely,

Sandy Kirkman

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/08/2012
Submitted Date	10/08/2012
Respond By Date	11/08/2012

Dear Sandy Kirkman,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Regulation 57 was revised effective January 2012, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Conclusion:

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*

State: Arkansas **Filing Company:** Provident Life and Accident Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Whole Life Insurance
Project Name/Number: /

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/08/2012
Submitted Date	10/08/2012

Dear Linda Bird,

Introduction:

Please accept our apology for overlooking the update to the filing fees.

Response 1

Comments:

An additional \$50.00 was submitted via EFT.

Related Objection 1

Comments:

Regulation 57 was revised effective January 2012, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Please let me know if you need additional items or information to assist with your review of this submission.

Thank you.

Sincerely,

Sandy Kirkman

SERFF Tracking #:

UNUM-128675227

State Tracking #:

Company Tracking #:

L-21848

State:

Arkansas

Filing Company:

Provident Life and Accident Insurance Company

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name:

Whole Life Insurance

Project Name/Number:

/

Amendment Letter

Submitted Date: 10/09/2012

Comments:

The Form Schedule Item Changes are only to remove the internal page form numbers. The Face and Back policy pages reflect the form number as required.

If you have questions regarding this amendment, please contact me.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
L-21848	Policy/Contract/Fr	Whole Life aternal Certificate Insurance	Initial				50.000	L-21848 AR.pdf
L-21848-70	Policy/Contract/Fr	Whole Life aternal Certificate Insurance Paid-Up at 70	Initial				50.000	L-21848-70 AR.pdf

State: Arkansas

Filing Company:

Provident Life and Accident Insurance Company

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

Product Name: Whole Life Insurance

Project Name/Number: /

Form Schedule

Lead Form Number: L-21848

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		L-21848	POL	Whole Life Insurance	Initial:	50.000	L-21848 AR.pdf
2		L-21848-70	POL	Whole Life Insurance Paid-Up at 70	Initial:	50.000	L-21848-70 AR.pdf
3		L-21850	AEF	Application for Individual Voluntary Life Insurance	Initial:	50.000	L-21850 WL Application.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
[1 FOUNTAIN SQUARE]
[CHATTANOOGA, TENNESSEE 37402]

LIFE INSURANCE POLICY
[JAMES A PROVIDENT], INSURED
Policy Number [0000041-G]
Face Amount [\$100,000]

We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. If this payment is not made within 30 days after we receive such proof at our Home Office, we will pay interest as provided by law on such payment, including any premium refund due, from the date of the Insured's death. We will make this payment and provide the other rights and privileges, subject to the provisions of this policy. The Surrender Value of this policy will be paid on the Maturity Date if the Insured is living on such date.

This contract is made in consideration of the application and the payment of premiums as provided. All the provisions on this and the following pages are part of this policy.

30 DAY RIGHT TO EXAMINE POLICY

You may cancel this policy by delivering it or mailing it and a written notice to Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402], within 30 days after the policy is received. Notice given by mail is effective on being postmarked, properly addressed, and postage paid. We will return all premiums paid for this policy within 10 days after we receive notice of cancellation and the returned policy. Upon such delivery or mailing, this policy will be deemed void from the start, and any premium paid on it will be refunded.

READ YOUR POLICY CAREFULLY

This policy is a legal contract between you and Provident Life and Accident Insurance Company. If you should have any questions, need information about your coverage, or assistance in resolving complaints, please contact your agent or Provident at [1-800-635-5597] or at [www.unum.com]. In the event that we fail to provide you with reasonable and adequate service, feel free to contact the Insurance Department.

[JOHN Q. AGENT
123 VINE STREET
CHATTANOOGA, TN 37402
(423)755-1234]

[Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201
501-371-2640 / 1-800-852-5494]

[

]

[Susan N. Roth]
[Corporate Secretary]

[

]

[Thomas R. Watjen]
[President and Chief Executive Officer]

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTICIPATING (NO ANNUAL DIVIDENDS)

INDEX

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Any Supplemental Benefit Riders (herein referred to as “riders”) follow the last page of this policy.

DEFINITIONS

Age means the age as of the last birthday of the Insured.

Beneficiary is the person(s) or party(ies) who will receive the Death Benefit of this policy if the Insured dies while it is in force.

Coverage Effective Date is the date coverage becomes effective as shown on the Data Page.

Debt is the principal of any loan outstanding against this policy, plus any interest due or accrued.

Insured means the person named as Insured on the Data Page.

Maturity Date is the Policy Anniversary following the 121st birthday of the Insured. If the Insured is living on the Maturity Date and this policy is still in force, we will pay the Surrender Value to you.

Non-participating means the type of insurance that does not share in surplus earnings. This policy is non-participating; we will not pay dividends on it.

Owner of this policy is as stated in the application, unless otherwise changed at a later date.

Policy Anniversary is the annual anniversary of the Policy Effective Date.

Policy Effective Date is shown on the Data Page. It is the date from which policy years, months, anniversaries, Incontestability and Suicide provisions will be determined.

We, Us, Our means Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402]. We are a stock company.

You, Your means the Owner of this policy. Any reference to “he”, “him”, or “his” will also refer to “she” or “her”, “they”, “them” or “their”.

DATA PAGE

Policy Number [0000041-G] on the life of [JAMES A. PROVIDENT], **Insured**

Providing a Life Insurance Benefit of

[\$100,000] **Face Amount**

Date of Issue: [OCTOBER 1, 2012]

Age: [35]

Class of Risk: [NON-TOBACCO]

Coverage Effective Date: [OCTOBER 1, 2012]

Policy Effective Date: [OCTOBER 1, 2012]

POLICY BENEFITS

ANNUAL PREMIUM

PAYABLE

Basic Life Insurance

[\$ 1,339.00]

To Age 120

Total Annual Premium*

[\$ 1,339.00]

*Includes the premium for any riders shown on the next page.

Maturity Date: [October 1, 2097]

[The premiums for this policy are to be sent to us under an approved deduction plan. Premiums will be processed monthly based on a monthly premium. Upon termination of deductions, premiums are to be sent directly to us. We will bill you directly on an annual, semi-annual, or quarterly basis. Premiums may also be paid monthly by automatic bank draft.]

DATA PAGE (Cont'd)

THIS PAGE RESERVED FOR SUPPLEMENTAL BENEFIT RIDER INFORMATION, IF ANY

INTRODUCTION

This section summarizes the main points of this policy. The Index shows where the provisions can be found. See the actual provisions for complete information.

This is a Whole Life Insurance Policy. A Death Benefit is payable upon the death of the Insured.

Each premium is payable on or before its due date. A 61 day Grace Period is given for the payment of each premium after the first.

During the lifetime of the Insured and while this policy is in force, you can:

- (1) Change the Beneficiary, unless otherwise provided;
- (2) Surrender this policy for its Surrender Value;
- (3) Borrow on this policy;
- (4) Choose one of several ways for the proceeds to be paid; or
- (5) Assign any of the above rights, unless otherwise provided.

DEATH BENEFIT

Death Benefit Payment. We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. When we receive such proof, we will pay:

- (1) The Face Amount of this policy as of the date of death; and
- (2) Any insurance on the life of the Insured provided by policy riders; and
- (3) That part of any premium paid for a period beyond the end of the policy month of death;

Less:

- (1) Any due and unpaid premiums; and
- (2) Any Debt; and
- (3) Any amount which has been advanced to you in an earlier payment.

PREMIUMS

Premium. Premiums are due as shown on the Data Page. The first premium must be paid no later than the Policy Effective Date. Each premium is payable on or before its due date. All premiums are payable at our Home Office. We will provide you with a receipt signed by our authorized officer, if you request it. All payments will be considered premium unless you specify otherwise. There is no modal loading for any premium.

Grace Period. For each premium except the first, you have a 61 day Grace Period to pay any premium due. The Grace Period begins on the due date of the premium and ends 61 days later. This policy remains in force during the Grace Period. If any premium after the first is not paid or postmarked by U.S. mail on or before its due date or within the Grace Period, this policy and any attached riders will terminate and have no further value, except as may be provided in this policy.

If the Insured dies during the Grace period, we will deduct from the proceeds of this policy that part of such unpaid premium applicable to the Grace Period.

Change in Method of Payment. When we receive satisfactory written request from you, the frequency of premium payment, with respect to premiums not yet paid, may be changed. Such frequency may be annual, semi-annual, or quarterly billing, or monthly automatic bank draft.

Refund of Premium at Death. That part of any premium paid, which applies to a period beyond the end of the policy month in which the death of the insured occurs, will be paid in addition to any amount otherwise payable at death. No part of any premium waived under any rider will be refunded.

Reinstatement. If this policy terminates as provided in the Grace Period provision, you may reinstate it and any riders attached (unless excluded in the riders) to a premium paying status. Reinstatement may be made during the lifetime of the Insured within 5 years after the due date of the first unpaid premium unless the Surrender Value has been paid, or otherwise exhausted.

Such reinstatement is subject to:

- (1) Payment of all overdue premiums with compound interest at the rate of 6% per year;
- (2) Payment or reinstatement of any Debt at the due date of the first unpaid premium, with compound interest at the rate of 6% per year; and
- (3) Written approval by us at our Home Office of the required evidence of insurability; however, no evidence of insurability will be required within 31 days after the end of the Grace Period.

GENERAL PROVISIONS

Contract. The entire contract consists of:

- (1) This policy, including the Data Page(s);
- (2) Any attached riders, amendments or endorsements, which add provisions or change the terms of this policy;
- (3) Your written request to change this policy or any riders, as accepted and acknowledged by us;
- (4) The attached copy of the application, and any supplemental applications or additional riders. In the absence of fraud, all statements made in any application shall be deemed representations and not warranties. No statement may be used to void this policy or to defend against a claim under it unless:
 - a) It is contained in the application or in a supplemental application; and
 - b) A copy of such application is attached to this policy when issued or made a part of this policy when changes become effective.

Ownership of Policy. During the lifetime of the Insured, you may exercise all rights under this policy. You may name or change a new Owner, or a contingent Owner, during the lifetime of the Insured by a written request satisfactory to us. No change of Owner or contingent Owner will take effect until we receive the request at our Home Office. The change will be effective as of the date the request was signed, unless otherwise specified by the Owner, subject to any payment we make or action we take prior to such receipt. If you do not name a contingent Owner, the Insured will be the contingent Owner. If you do not survive the Insured, the contingent Owner will, if living, become the new Owner. Upon proper written notice from you, any prior revocable designation of a contingent Owner or Beneficiary will be voided. Unless otherwise stated, all rights under this policy are vested in you or in your assigns.

Incontestability. After this policy has been in force during the lifetime of the Insured for 2 years from its Policy Effective Date, we will not contest this policy except for any:

- (1) Addition of or change in any rider; or
- (2) Reinstatement.

Representations made to apply for an addition of or change in any rider, or any Reinstatement, that were not included in the original application for this policy, will not be contested, except for fraud, after such addition, change, or Reinstatement has been in force during the lifetime of the Insured for 2 years following its effective date, except for any nonpayment of premiums. However, any rider providing benefits on additional covered Insureds will be contestable as provided in such rider.

Suicide. If within 2 years from the Policy Effective Date the Insured commits suicide, whether sane or insane, we will not pay the Death Benefit. The amount payable by us in place of all other benefits, shall be the sum of the premiums paid, without interest, less the sum of any Debt and the cost of any riders.

Misstatement of Age. If the age of the Insured has been misstated, the amount payable will be that amount which the premium paid would have bought at the correct age. If the correct age is outside the issue age ranges of the policy, a mortality charge and benefit shall be extrapolated.

GENERAL PROVISIONS (Cont'd)

Beneficiary. The Beneficiary of this policy is stated on the application. At any time prior to the death of the Insured, you may name or change a revocable Beneficiary. Any such change must be made in writing. To be binding on us, the change must be signed by you and any irrevocable Beneficiary and must be filed and approved at our Home Office. An irrevocable Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. Unless otherwise specified by you, any such change will take effect as of the date it was signed, subject to any payment made or other action taken by us before the change was received. Unless otherwise provided, the proceeds to be paid at the death of the Insured will be paid in equal shares to those named Beneficiaries who survive the Insured

The interest of the Beneficiary will end at his death if prior to the death of the Insured. If any Beneficiary should die at the same time as the Insured, or within the 24-hour period immediately following the death of the Insured, claim settlement will be made as if such Beneficiary had died before the Insured. Our liability will be discharged to the extent of any payment made or action taken prior to the receipt of proof of the death of such Beneficiary. If the interest of all designated Beneficiaries has ended, the amount payable under this policy will be paid to you or your estate if you are not living at that time.

Assignment. Unless otherwise specified by you, each assignment will take effect on the date you sign the notice of assignment. No assignment of this policy will be binding upon us until it has been filed and approved at our Home Office. Each assignment will be subject to any payment made or action taken by us before receipt of this notice. We will not be responsible for any assignment being valid or sufficient.

Payment of Proceeds. The proceeds payable on the death of the Insured will be paid in one sum to the Beneficiary. All proceeds payable on the Maturity Date or on Surrender of this policy shall be paid in one sum to you, unless an optional mode of settlement is elected from those available at such Maturity Date or date of Surrender.

So far as allowed by law, any proceeds payable under this policy will not be subject to the claims of any payee's creditors or to legal process against any payee. All payments by us under this policy are payable at our Home Office.

Qualification Under Internal Revenue Code. This policy is intended to qualify as a life insurance contract for federal tax purposes. The Death Benefit under the policy is intended to qualify for the federal income tax exclusion. To that end, the provisions of the policy (including any rider, amendment, or endorsement) are to be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary.

Modification. Only an executive officer of our company can change or modify this policy, or waive any of our rights and requirements. Any such changes must be made in writing.

Deferment of Certain Payments. We may postpone the payment of the Surrender Value or making a loan under this policy for not more than 6 months from the date written request is received at our Home Office, except for payment of premiums on any policy that you may have with us.

Termination. All coverage under this policy will terminate when any one of the following occurs:

- (1) You request coverage to terminate;
- (2) The Insured dies;
- (3) This policy matures; or
- (4) The loan value exceeds the Guaranteed Cash Value of this policy.

LOANS

Policy Loan. After the first policy year, a loan will be granted upon the sole security and assignment of this policy to us.

Loan Value. A loan may be made in an amount which, with interest at the rate determined below, will not exceed the Guaranteed Cash Value of this policy at the date to which premium have been paid (but not later than the next Policy Anniversary).

Loan Interest. Interest on loans will accrue on a daily basis from the date of the loan at the rate of 8% (in arrears) compounded annually. Interest unpaid on a Policy Anniversary is added to and becomes a part of the loan principal and also bears interest at the same rate.

Loan Repayment. Repayment of a loan may be made in full or in part at any time before this policy terminates for any reason. However, if this policy is being continued as Reduced Paid-Up Insurance, any Debt which was deducted in determining the amount of such insurance may not be repaid unless this policy is reinstated.

Any Debt will be deducted:

- (1) From the Death Benefit otherwise payable at death; or
- (2) Upon payment or application of the Surrender Value.

If at any time the Guaranteed Cash Value is less than or equal to the Debt, this policy will terminate and have no further value 31 days after notice has been mailed by us to your last known address and any assignee of record.

Automatic Premium Loan. Each premium due and not paid in some other way will be paid automatically by loan on the last day of the Grace Period. Each such premium will be charged against this policy as a policy loan as of its due date. If the Guaranteed Cash Value should be smaller than the Debt plus the unpaid premium, the method of the premium payment will be changed. The new method of premium payment will be that which will allow payment of the next smaller premium which the amount available can pay in full. If the Guaranteed Cash Value should be smaller than the Debt plus the monthly premium the method of premium payment will be changed to allow payment of as large a part of the monthly premium as possible. You may elect to discontinue this policy feature at any time by written notification to us.

POLICY VALUES

Guaranteed Cash Value. The Guaranteed Cash Values are shown in the Table of Nonforfeiture Values. These values are calculated by the Standard Nonforfeiture Value Method using the nonforfeiture factor shown below the Table. The Guaranteed Cash Values shall never be less than the value for the Policy Anniversary shown in the Table, unless this policy is in force under Reduced Paid-Up Insurance. While this policy is in force under Reduced Paid-Up Insurance, the Guaranteed Cash Values are the present value of the future benefits provided by the Reduced Paid-Up Insurance.

NONFORFEITURE PROVISIONS

Surrender Value. If this policy has not been otherwise terminated, you may, upon satisfactory written request, surrender it during the Insured's lifetime for the Surrender Value. The Surrender Value will equal (1) minus (2), where:

- (1) Is the Guaranteed Cash Value; and
- (2) Is the total amount of Debt under this policy.

If a premium is unpaid at the time of surrender, the Surrender Value within the 60 day period commencing with the due date of the first unpaid premium will be the same as on that date. After such 60 day period, if this policy is being continued as Reduced Paid-Up Insurance, the Surrender Value will be the net single premium for such insurance. Such Surrender Value within 31 days after a Policy Anniversary will not be less than the Surrender Value on that Anniversary.

Reduced Paid-Up Insurance. Reduced Paid-Up Insurance will be provided if a premium has not been paid by the end of its Grace Period by Automatic Premium Loan or otherwise, and if this policy has not been surrendered during the Insured's lifetime for the Surrender Value.

The amount of Reduced Paid-Up Insurance will be the level amount of whole life insurance which the Surrender Value will provide when applied as a net single premium at the Insured's then attained age; except that the amount of Reduced Paid-Up Insurance cannot exceed the amount of Death Benefit less Debt existing on the due date of the first unpaid premium. Any excess Surrender Value existing after the purchase of the Reduced Paid-Up Insurance will be paid to you in cash.

Any riders will terminate on the effective date of such Reduced Paid-Up Insurance. Once this policy is being continued as Reduced Paid-Up Insurance, it will remain as such until the policy terminates.

While this policy is being continued as Reduced Paid-Up Insurance you may make a loan upon the terms and conditions listed under the Loans provision.

Basis of Calculation of Values. All guaranteed values, present values and net single premiums are computed based on the following assumptions: (1) This policy is issued based on the Insured's age; and (2) Death occurs at the end of the policy year.

The mortality table and interest rate shown below the Table of Nonforfeiture Values will be used. The values are as great or greater than the minimum values required by the laws of any state or province in which this policy is delivered. A detailed statement of the method of calculating such values and reserves has been filed with the supervising authority of each state or province having jurisdiction.

Any values not shown in the Table of Nonforfeiture Values will be calculated in accordance with this statement. No rider attached to this policy will increase the policy values unless so stipulated.

TABLE OF NONFORFEITURE VALUES

The values shown in this table for any particular Policy Anniversary assume that no premiums are past due as of such anniversary and that there is no Debt to us under this policy. Where an age is shown, the values are those applicable on the Policy Anniversary following the birthday on which that age is attained. The values as of any date other than a Policy Anniversary will be calculated on a basis which makes allowance for the lapse of time and the payment of premiums beyond the Policy Anniversary or the Policy Effective Date, whichever is applicable. Such values will be furnished upon request, as will any values for Policy Anniversaries which are not shown.

Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance	Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance
1	[36	[\$0	[\$0	12	47	\$9,397	\$36,878
2	37	0	0	13	48	10,566	39,957
3	38	388	2,147	14	49	11,774	42,912
4	39	1,257	6,692	15	50	13,020	45,746
5	40	2,159	11,055	16	51	14,303	48,457
6	41	3,094	15,242	17	52	15,620	51,046
7	42	4,062	19,258	18	53	16,970	53,516
8	43	5,064	23,103	19	54	18,352	55,871
9	44	6,097	26,781	20	55]	19,762]	58,113]
10	45	7,164	30,298				
11	46	8,264	33,662				

Nonforfeiture Values and net single premiums are based on the 2001 CSO 50% Male Age Last Birthday Ultimate Mortality Table with compound interest at 4.50% per year. Nonforfeiture Factor: [9.294862].

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTIPATING (NO ANNUAL DIVIDENDS)

L-21848

**PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
[1 FOUNTAIN SQUARE]
[CHATTANOOGA, TENNESSEE 37402]**

**LIFE INSURANCE POLICY
[JAMES A PROVIDENT], INSURED
Policy Number [0000041-G]
Face Amount [\$100,000]**

We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. If this payment is not made within 30 days after we receive such proof at our Home Office, we will pay interest as provided by law on such payment, including any premium refund due, from the date of the Insured's death. We will make this payment and provide the other rights and privileges, subject to the provisions of this policy. The Surrender Value of this policy will be paid on the Maturity Date if the Insured is living on such date.

This contract is made in consideration of the application and the payment of premiums as provided. All the provisions on this and the following pages are part of this policy.

30 DAY RIGHT TO EXAMINE POLICY

You may cancel this policy by delivering it or mailing it and a written notice to Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402], within 30 days after the policy is received. Notice given by mail is effective on being postmarked, properly addressed, and postage paid. We will return all premiums paid for this policy within 10 days after we receive notice of cancellation and the returned policy. Upon such delivery or mailing, this policy will be deemed void from the start, and any premium paid on it will be refunded.

READ YOUR POLICY CAREFULLY

This policy is a legal contract between you and Provident Life and Accident Insurance Company. If you should have any questions, need information about your coverage, or assistance in resolving complaints, please contact your agent or Provident at [1-800-635-5597] or at [www.unum.com]. In the event that we fail to provide you with reasonable and adequate service, feel free to contact the Insurance Department.

[JOHN Q. AGENT
123 VINE STREET
CHATTANOOGA, TN 37402
(423)755-1234]

[Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201
501-371-2640 / 1-800-852-5494]

[

]

[

]

[Susan N. Roth]
[Corporate Secretary]

[Thomas R. Watjen]
[President and Chief Executive Officer]

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTIPATING (NO ANNUAL DIVIDENDS)

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Any Supplemental Benefit Riders (herein referred to as “riders”) follow the last page of this policy.

DEFINITIONS

Age means the age as of the last birthday of the Insured.

Beneficiary is the person(s) or party(ies) who will receive the Death Benefit of this policy if the Insured dies while it is in force.

Coverage Effective Date is the date coverage becomes effective as shown on the Data Page.

Debt is the principal of any loan outstanding against this policy, plus any interest due or accrued.

Insured means the person named as Insured on the Data Page.

Maturity Date is the Policy Anniversary following the 121st birthday of the Insured. If the Insured is living on the Maturity Date and this policy is still in force, we will pay the Surrender Value to you.

Non-participating means the type of insurance that does not share in surplus earnings. This policy is non-participating; we will not pay dividends on it.

Owner of this policy is as stated in the application, unless otherwise changed at a later date.

Policy Anniversary is the annual anniversary of the Policy Effective Date.

Policy Effective Date is shown on the Data Page. It is the date from which policy years, months, anniversaries, Incontestability and Suicide provisions will be determined.

We, Us, Our means Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402]. We are a stock company.

You, Your means the Owner of this policy. Any reference to “he”, “him”, or “his” will also refer to “she” or “her”, “they”, “them” or “their”.

DATA PAGE

Policy Number [0000041-G] on the life of [JAMES A. PROVIDENT], **Insured**

Providing a Life Insurance Benefit of

[\$100,000] **Face Amount Paid-Up at Age 70**

Date of Issue: [OCTOBER 1, 2012]

Age: [35]

Class of Risk: [NON-TOBACCO]

Coverage Effective Date: [OCTOBER 1, 2012]

Policy Effective Date: [OCTOBER 1, 2012]

<u>POLICY BENEFITS</u>	<u>ANNUAL PREMIUM</u>	<u>PAYABLE</u>
Basic Life Insurance	[\$ 1,614.00]	To Age 70
Total Annual Premium*	[\$ 1,614.00]	

*Includes the premium for any riders shown on the next page.

Maturity Date: [October 1, 2097]

[The premiums for this policy are to be sent to us under an approved deduction plan. Premiums will be processed monthly based on a monthly premium. Upon termination of deductions, premiums are to be sent directly to us. We will bill you directly on an annual, semi-annual, or quarterly basis. Premiums may also be paid monthly by automatic bank draft.]

DATA PAGE (Cont'd)

THIS PAGE RESERVED FOR SUPPLEMENTAL BENEFIT RIDER INFORMATION, IF ANY

INTRODUCTION

This section summarizes the main points of this policy. The Index shows where the provisions can be found. See the actual provisions for complete information.

This is a Whole Life Insurance Policy. A Death Benefit is payable upon the death of the Insured.

Each premium is payable on or before its due date. A 61 day Grace Period is given for the payment of each premium after the first.

During the lifetime of the Insured and while this policy is in force, you can:

- (1) Change the Beneficiary, unless otherwise provided;
- (2) Surrender this policy for its Surrender Value;
- (3) Borrow on this policy;
- (4) Choose one of several ways for the proceeds to be paid; or
- (5) Assign any of the above rights, unless otherwise provided.

DEATH BENEFIT

Death Benefit Payment. We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. When we receive such proof, we will pay:

- (1) The Face Amount of this policy as of the date of death; and
- (2) Any insurance on the life of the Insured provided by policy riders; and
- (3) That part of any premium paid for a period beyond the end of the policy month of death;

Less:

- (1) Any due and unpaid premiums; and
- (2) Any Debt; and
- (3) Any amount which has been advanced to you in an earlier payment.

PREMIUMS

Premium. Premiums are due as shown on the Data Page. The first premium must be paid no later than the Policy Effective Date. Each premium is payable on or before its due date. All premiums are payable at our Home Office. We will provide you with a receipt signed by our authorized officer, if you request it. All payments will be considered premium unless you specify otherwise. There is no modal loading for any premium.

Grace Period. For each premium except the first, you have a 61 day Grace Period to pay any premium due. The Grace Period begins on the due date of the premium and ends 61 days later. This policy remains in force during the Grace Period. If any premium after the first is not paid or postmarked by U.S. mail on or before its due date or within the Grace Period, this policy and any attached riders will terminate and have no further value, except as may be provided in this policy.

If the Insured dies during the Grace period, we will deduct from the proceeds of this policy that part of such unpaid premium applicable to the Grace Period.

Change in Method of Payment. When we receive satisfactory written request from you, the frequency of premium payment, with respect to premiums not yet paid, may be changed. Such frequency may be annual, semi-annual, or quarterly billing, or monthly automatic bank draft.

Refund of Premium at Death. That part of any premium paid, which applies to a period beyond the end of the policy month in which the death of the insured occurs, will be paid in addition to any amount otherwise payable at death. No part of any premium waived under any rider will be refunded.

Reinstatement. If this policy terminates as provided in the Grace Period provision, you may reinstate it and any riders attached (unless excluded in the riders) to a premium paying status. Reinstatement may be made during the lifetime of the Insured within 5 years after the due date of the first unpaid premium unless the Surrender Value has been paid, or otherwise exhausted.

Such reinstatement is subject to:

- (1) Payment of all overdue premiums with compound interest at the rate of 6% per year;
- (2) Payment or reinstatement of any Debt at the due date of the first unpaid premium, with compound interest at the rate of 6% per year; and
- (3) Written approval by us at our Home Office of the required evidence of insurability; however, no evidence of insurability will be required within 31 days after the end of the Grace Period.

GENERAL PROVISIONS

Contract. The entire contract consists of:

- (1) This policy, including the Data Page(s);
- (2) Any attached riders, amendments or endorsements, which add provisions or change the terms of this policy;
- (3) Your written request to change this policy or any riders, as accepted and acknowledged by us;
- (4) The attached copy of the application, and any supplemental applications or additional riders. In the absence of fraud, all statements made in any application shall be deemed representations and not warranties. No statement may be used to void this policy or to defend against a claim under it unless:
 - a) It is contained in the application or in a supplemental application; and
 - b) A copy of such application is attached to this policy when issued or made a part of this policy when changes become effective.

Ownership of Policy. During the lifetime of the Insured, you may exercise all rights under this policy. You may name or change a new Owner, or a contingent Owner, during the lifetime of the Insured by a written request satisfactory to us. No change of Owner or contingent Owner will take effect until we receive the request at our Home Office. The change will be effective as of the date the request was signed, unless otherwise specified by the Owner, subject to any payment we make or action we take prior to such receipt. If you do not name a contingent Owner, the Insured will be the contingent Owner. If you do not survive the Insured, the contingent Owner will, if living, become the new Owner. Upon proper written notice from you, any prior revocable designation of a contingent Owner or Beneficiary will be voided. Unless otherwise stated, all rights under this policy are vested in you or in your assigns.

Incontestability. After this policy has been in force during the lifetime of the Insured for 2 years from its Policy Effective Date, we will not contest this policy except for any:

- (1) Addition of or change in any rider; or
- (2) Reinstatement.

Representations made to apply for an addition of or change in any rider, or any Reinstatement, that were not included in the original application for this policy, will not be contested, except for fraud, after such addition, change, or Reinstatement has been in force during the lifetime of the Insured for 2 years following its effective date, except for any nonpayment of premiums. However, any rider providing benefits on additional covered Insureds will be contestable as provided in such rider.

Suicide. If within 2 years from the Policy Effective Date the Insured commits suicide, whether sane or insane, we will not pay the Death Benefit. The amount payable by us in place of all other benefits, shall be the sum of the premiums paid, without interest, less the sum of any Debt and the cost of any riders.

Misstatement of Age. If the age of the Insured has been misstated, the amount payable will be that amount which the premium paid would have bought at the correct age. If the correct age is outside the issue age ranges of the policy, a mortality charge and benefit shall be extrapolated.

GENERAL PROVISIONS (Cont'd)

Beneficiary. The Beneficiary of this policy is stated on the application. At any time prior to the death of the Insured, you may name or change a revocable Beneficiary. Any such change must be made in writing. To be binding on us, the change must be signed by you and any irrevocable Beneficiary and must be filed and approved at our Home Office. An irrevocable Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. Unless otherwise specified by you, any such change will take effect as of the date it was signed, subject to any payment made or other action taken by us before the change was received. Unless otherwise provided, the proceeds to be paid at the death of the Insured will be paid in equal shares to those named Beneficiaries who survive the Insured

The interest of the Beneficiary will end at his death if prior to the death of the Insured. If any Beneficiary should die at the same time as the Insured, or within the 24-hour period immediately following the death of the Insured, claim settlement will be made as if such Beneficiary had died before the Insured. Our liability will be discharged to the extent of any payment made or action taken prior to the receipt of proof of the death of such Beneficiary. If the interest of all designated Beneficiaries has ended, the amount payable under this policy will be paid to you or your estate if you are not living at that time.

Assignment. Unless otherwise specified by you, each assignment will take effect on the date you sign the notice of assignment. No assignment of this policy will be binding upon us until it has been filed and approved at our Home Office. Each assignment will be subject to any payment made or action taken by us before receipt of this notice. We will not be responsible for any assignment being valid or sufficient.

Payment of Proceeds. The proceeds payable on the death of the Insured will be paid in one sum to the Beneficiary. All proceeds payable on the Maturity Date or on Surrender of this policy shall be paid in one sum to you, unless an optional mode of settlement is elected from those available at such Maturity Date or date of Surrender.

So far as allowed by law, any proceeds payable under this policy will not be subject to the claims of any payee's creditors or to legal process against any payee. All payments by us under this policy are payable at our Home Office.

Qualification Under Internal Revenue Code. This policy is intended to qualify as a life insurance contract for federal tax purposes. The Death Benefit under the policy is intended to qualify for the federal income tax exclusion. To that end, the provisions of the policy (including any rider, amendment, or endorsement) are to be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary.

Modification. Only an executive officer of our company can change or modify this policy, or waive any of our rights and requirements. Any such changes must be made in writing.

Deferment of Certain Payments. We may postpone the payment of the Surrender Value or making a loan under this policy for not more than 6 months from the date written request is received at our Home Office, except for payment of premiums on any policy that you may have with us.

Termination. All coverage under this policy will terminate when any one of the following occurs:

- (1) You request coverage to terminate;
- (2) The Insured dies;
- (3) This policy matures; or
- (4) The loan value exceeds the Guaranteed Cash Value of this policy.

LOANS

Policy Loan. After the first policy year, a loan will be granted upon the sole security and assignment of this policy to us.

Loan Value. A loan may be made in an amount which, with interest at the rate determined below, will not exceed the Guaranteed Cash Value of this policy at the date to which premium have been paid (but not later than the next Policy Anniversary).

Loan Interest. Interest on loans will accrue on a daily basis from the date of the loan at the rate of 8% (in arrears) compounded annually. Interest unpaid on a Policy Anniversary is added to and becomes a part of the loan principal and also bears interest at the same rate.

Loan Repayment. Repayment of a loan may be made in full or in part at any time before this policy terminates for any reason. However, if this policy is being continued as Reduced Paid-Up Insurance, any Debt which was deducted in determining the amount of such insurance may not be repaid unless this policy is reinstated.

Any Debt will be deducted:

- (1) From the Death Benefit otherwise payable at death; or
- (2) Upon payment or application of the Surrender Value.

If at any time the Guaranteed Cash Value is less than or equal to the Debt, this policy will terminate and have no further value 31 days after notice has been mailed by us to your last known address and any assignee of record.

Automatic Premium Loan. Each premium due and not paid in some other way will be paid automatically by loan on the last day of the Grace Period. Each such premium will be charged against this policy as a policy loan as of its due date. If the Guaranteed Cash Value should be smaller than the Debt plus the unpaid premium, the method of the premium payment will be changed. The new method of premium payment will be that which will allow payment of the next smaller premium which the amount available can pay in full. If the Guaranteed Cash Value should be smaller than the Debt plus the monthly premium the method of premium payment will be changed to allow payment of as large a part of the monthly premium as possible. You may elect to discontinue this policy feature at any time by written notification to us.

POLICY VALUES

Guaranteed Cash Value. The Guaranteed Cash Values are shown in the Table of Nonforfeiture Values. These values are calculated by the Standard Nonforfeiture Value Method using the nonforfeiture factor shown below the Table. The Guaranteed Cash Values shall never be less than the value for the Policy Anniversary shown in the Table, unless this policy is in force under Reduced Paid-Up Insurance. While this policy is in force under Reduced Paid-Up Insurance, the Guaranteed Cash Values are the present value of the future benefits provided by the Reduced Paid-Up Insurance.

NONFORFEITURE PROVISIONS

Surrender Value. If this policy has not been otherwise terminated, you may, upon satisfactory written request, surrender it during the Insured's lifetime for the Surrender Value. The Surrender Value will equal (1) minus (2), where:

- (1) Is the Guaranteed Cash Value; and
- (2) Is the total amount of Debt under this policy.

If a premium is unpaid at the time of surrender, the Surrender Value within the 60 day period commencing with the due date of the first unpaid premium will be the same as on that date. After such 60 day period, if this policy is being continued as Reduced Paid-Up Insurance, the Surrender Value will be the net single premium for such insurance. Such Surrender Value within 31 days after a Policy Anniversary will not be less than the Surrender Value on that Anniversary.

Reduced Paid-Up Insurance. Reduced Paid-Up Insurance will be provided if a premium has not been paid by the end of its Grace Period by Automatic Premium Loan or otherwise, and if this policy has not been surrendered during the Insured's lifetime for the Surrender Value.

The amount of Reduced Paid-Up Insurance will be the level amount of whole life insurance which the Surrender Value will provide when applied as a net single premium at the Insured's then attained age; except that the amount of Reduced Paid-Up Insurance cannot exceed the amount of Death Benefit less Debt existing on the due date of the first unpaid premium. Any excess Surrender Value existing after the purchase of the Reduced Paid-Up Insurance will be paid to you in cash.

Any riders will terminate on the effective date of such Reduced Paid-Up Insurance. Once this policy is being continued as Reduced Paid-Up Insurance, it will remain as such until the policy terminates.

While this policy is being continued as Reduced Paid-Up Insurance you may make a loan upon the terms and conditions listed under the Loans provision.

Basis of Calculation of Values. All guaranteed values, present values and net single premiums are computed based on the following assumptions: (1) This policy is issued based on the Insured's age; and (2) Death occurs at the end of the policy year.

The mortality table and interest rate shown below the Table of Nonforfeiture Values will be used. The values are as great or greater than the minimum values required by the laws of any state or province in which this policy is delivered. A detailed statement of the method of calculating such values and reserves has been filed with the supervising authority of each state or province having jurisdiction.

Any values not shown in the Table of Nonforfeiture Values will be calculated in accordance with this statement. No rider attached to this policy will increase the policy values unless so stipulated.

TABLE OF NONFORFEITURE VALUES

The values shown in this table for any particular Policy Anniversary assume that no premiums are past due as of such anniversary and that there is no Debt to us under this policy. Where an age is shown, the values are those applicable on the Policy Anniversary following the birthday on which that age is attained. The values as of any date other than a Policy Anniversary will be calculated on a basis which makes allowance for the lapse of time and the payment of premiums beyond the Policy Anniversary or the Policy Effective Date, whichever is applicable. Such values will be furnished upon request, as will any values for Policy Anniversaries which are not shown.

Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance	Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance
1	[36	[\$0	[\$0	12	47	\$10,899	\$42,774
2	37	0	0	13	48	12,248	46,318
3	38	604	3,341	14	49	13,644	49,731
4	39	1,591	8,469	15	50	15,089	53,015
5	40	2,616	13,397	16	51	16,580	56,172
6	41	3,680	18,132	17	52	18,116	59,204
7	42	4,784	22,680	18	53	19,697	62,117
8	43	5,927	27,043	19	54	21,322	64,915
9	44	7,110	31,227	20	55]	22,990]	67,604]
10	45	8,332	35,237				
11	46	9,595	39,085				

Nonforfeiture Values and net single premiums are based on the 2001 CSO 50% Male Age Last Birthday Ultimate Mortality Table with compound interest at 4.50% per year. Nonforfeiture Factor: [10.32724].

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTIPATING (NO ANNUAL DIVIDENDS)

L-21848-70



APPLICATION FOR INDIVIDUAL VOLUNTARY LIFE INSURANCE

Product Type:

- WL, TERM, IUL, IUL Increase

Table with 3 columns: Employee (Applicant), Spouse, Child and/or Grandchild*. Rows: New Coverage, Addition of Coverage, Reinstatement.

*Child/Grandchild Policy not available with TERM

SECTION 1: EMPLOYEE (APPLICANT) INFORMATION – Always Complete

Employee Name, Social Security Number, Home Address, City, State, Zip Code, Home Phone #, Are you Actively at Work?, Are you a U.S. Citizen..., Employer Name, Date of Hire, Scheduled Number of Work Hours per Week, Annual Salary, Occupation, Work Phone #

SECTION 2: SPOUSE INFORMATION– Complete Only if applying for Spouse coverage (Policy or Spouse Term Rider)

Name, Social Security Number, Occupation, Gender, Does the Spouse live in the U.S., Date of Birth, Within the past 12 months, has the spouse been admitted to a hospital or missed 5 or more consecutive days of work...

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 3: CHILD and/or GRANDCHILD – Complete Only if applying for Child and/or Grandchild Policy (Child/Grandchild Policy not available with TERM)

Child/Grandchild #1

Name (First, Middle, Last) _____

Relationship: Child Grandchild

Address _____

SS# _____

Date of Birth (mm/dd/yyyy) _____

Gender F M

Does the Child/Grandchild live in the U.S.? Yes No

Child/Grandchild #2

Name (First, Middle, Last) _____

Relationship: Child Grandchild

Address _____

SS# _____

Date of Birth (mm/dd/yyyy) _____

Gender F M

Does the Child/Grandchild live in the U.S.? Yes No

SECTION 4: COVERAGE INFORMATION – To be completed for Employee (Applicant), Spouse, Child and/or Grandchild coverage (Child/Grandchild Policy not available with TERM)

	<u>Employee (Applicant)</u>	<u>Spouse</u>	<u>Child/Grandchild</u>	
			<u>#1</u>	<u>#2</u>
1. Have you (or any person applying for coverage) used any tobacco products (such as cigarettes, cigars, snuff, dip, chew or pipe) or any nicotine delivery system in the past 12 months? (If Spouse and applying for a TERM Policy, this question is not required)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A	N/A
2a. Do you (or any person applying for coverage) have existing individual life insurance or annuity coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
b. Will coverage applied for replace any existing individual life insurance or annuity coverage? If "Yes," provide details requested on the accompanying replacement form, if required.	<input type="checkbox"/> Yes <input type="checkbox"/> No			

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 4: COVERAGE INFORMATION Continued – To be completed for Employee (Applicant), Spouse, Child and/or Grandchild coverage (Child/Grandchild Policy not available with TERM)

		Employee (Applicant)	Spouse	Child/Grandchild	
				#1	#2
3. Plan of Insurance being applied for	WL – Pay All Years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	WL – Pay to Age 70	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	IUL/Increase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	TERM	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A

4. Face/Specified Amount \$ _____ \$ _____ \$ _____ \$ _____

5. Base Policy Premium \$ _____ \$ _____ \$ _____ \$ _____

	Employee (Applicant)		Spouse	
	Coverage Amount	Premium	Coverage Amount	Premium
<input type="checkbox"/> ADB	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Waiver*		\$ _____		
<input type="checkbox"/> CTR**	# of Units _____	\$ _____	# of Units _____	\$ _____
<input type="checkbox"/> AIR (IUL only)	\$ _____ For _____ yrs.			
<input type="checkbox"/> LTC***		\$ _____		\$ _____
<input type="checkbox"/> BC		\$ _____		\$ _____
<input type="checkbox"/> BR		\$ _____		\$ _____
<input type="checkbox"/> BC/BR		\$ _____		\$ _____
<input type="checkbox"/> Spouse Term Rider	\$ _____	\$ _____		
<input type="checkbox"/> Level Term Rider	\$ _____	\$ _____		
<input type="checkbox"/> Other	\$ _____	\$ _____	\$ _____	\$ _____

7. Total Premium for Riders \$ _____ \$ _____

8. Total Premium for Base Policy and Riders (Provide sum for #5 and #7 for each applicant)

Employee (Applicant)	\$	_____
Spouse	\$	_____
Child/Grandchild #1	\$	_____
Child/Grandchild #2	\$	_____
Combined Total for All Applicants	\$	_____

9. Payroll Premium Deducted:

Weekly Bi-Weekly Semi-Monthly Monthly Other _____

TOTAL PAYROLL PREMIUM: \$ _____

* IUL – Waiver of Monthly Deduction ** CTR cannot be on both the *** LTC not available with
 WL and TERM – Waiver of Premium Employee and Spouse Policies TERM Policy

Employee Name: _____
(Applicant)

Employee SSN: _____
(Applicant)

SECTION 4: COVERAGE INFORMATION Continued

BENEFICIARY INFORMATION – Employee (Applicant)

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

BENEFICIARY INFORMATION – Spouse

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

BENEFICIARY INFORMATION – Child/Grandchild #1

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

BENEFICIARY INFORMATION – Child/Grandchild #2

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____
Address _____ SS# _____ Telephone _____ DOB _____

To name a Secondary Addressee, Please furnish the name and address:

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 5: TIER 1 MEDICAL PROFILE – Complete as required for all underwritten coverage (Child/Grandchild Policy not available with TERM)	Employee (Applicant)	Spouse	Child/Grandchild	
			#1	#2
1. Have you (or any person applying for coverage) tested positive for the Human Immunodeficiency Virus (HIV) or its antibodies, or been diagnosed with or received treatment by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
2. Within the past 12 months, have you (or any person applying for coverage) been admitted to a hospital or missed 5 or more consecutive days of work for any reason other than vacation, colds, flu, pregnancy, accidents, allergies, back or knee disorder?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Has the Child or Grandchild applicant ever been diagnosed with or treated by a member of the medical profession for Down's syndrome, cerebral palsy, muscular dystrophy or cystic fibrosis?	N/A	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 6: TIER 2 MEDICAL PROFILE – Complete if additional underwriting is required	Employee (Applicant)	Spouse
1. Provide height and weight	_____ ft. _____ in. _____ lbs.	_____ ft. _____ in. _____ lbs.
2. Have you (or any person applying for coverage) ever been diagnosed by or received medical advice from a member of the medical profession, sought treatment including surgery, or taken medication for any of the following: <ul style="list-style-type: none"> - Cirrhosis of the liver or hepatitis (excluding hepatitis A) - Kidney disease or failure (excluding kidney stones, sponge, horseshoe or ectopic kidney and kidney removal due to trauma) - Atrial fibrillation, angina, heart attack, coronary artery disease or surgery on the heart or heart valve(s) - Congestive heart failure or cardiomyopathy - Stroke or transient ischemic attack (TIA) - Peripheral Vascular Disease - Cancer (excluding basal cell carcinoma) - Any condition requiring an organ transplant (excluding corneal) - Diabetes (excluding gestational or diet controlled) - Chronic obstructive pulmonary disease (COPD), emphysema or chronic lung disease (excluding asthma) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. In the past 5 years, have you (or any person applying for coverage) been diagnosed by or received medical advice from a member of the medical profession, sought treatment including surgery, or taken medication for any of the following: <ul style="list-style-type: none"> - Multiple sclerosis, muscular dystrophy or Parkinson's disease, amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease) or Huntington's disease - Schizophrenia, psychosis, bipolar disorder or post traumatic stress disorder - Crohn's disease or ulcerative colitis - Systemic lupus or any connective tissue disease 	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. In the past 2 years, have you (or any person applying for coverage): <ul style="list-style-type: none"> - Pled guilty or no contest or been convicted of a felony or misdemeanor - Been charged with operating a motor vehicle under the influence of drugs and/or alcohol 	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employee Name: _____
(Applicant)

Employee SSN: _____
(Applicant)

SECTION 7: LONG TERM CARE RIDER – Complete Only if applying for LTC Rider	Employee (Applicant)	Spouse
1. Do you (or any person applying for coverage) have another long term care insurance policy in force, including health care service contract, or health maintenance organization contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Did you (or any person applying for coverage) have another long term care insurance policy in force during the past 12 months? If "Yes," with which company: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If it has lapsed, when did it lapse? _____		
3. Are you (or any person applying for coverage) covered by Medicaid (not Medicare)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you (or any person applying for coverage) intend to replace any long term care, medical, or health coverage with this rider? If "Yes," type of coverage: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Company _____		

Employee Name: _____
(Applicant)

Employee SSN: _____
(Applicant)

SECTION 8: EMPLOYEE (APPLICANT) AGREES AS FOLLOWS:

The effective date of coverage issued based on this application is subject to: (1) the application being acceptable under the rules, limits and standards of Provident Life and Accident Insurance Company (hereafter called "Unum"); and (2) the insurance is, or would have been, issued as applied for. (If not issued as applied for, then as modified.) The effective date of coverage will be stated in your policy. This date will be: (1) no earlier than the date the application is signed; and (2) no later than the date: (a) payroll deductions begin; or (b) premiums are collected for non-payroll deducted policies.

No benefits are payable for the first 90 days of a Benefit Period under any Long Term Care rider for which I may be applying.

Any child proposed for Children's Term Insurance must be dependent on me for at least 50% of his/her support to be covered for benefits.

My employer is authorized to deduct the premiums for this insurance from my earnings. This authorization is given unless an alternate method to pay insurance premium is allowed. I am the owner of any coverage issued under this application.

I have read this application. The answers and statements above are true and complete to the best of my knowledge and belief. These answers and statements are the basis for any policy issued.

CAUTION: Unum relies on the information provided to evaluate this application. If the answers provided are incorrect or untrue, Unum may deny benefits or rescind insurance. Any person who, knowingly and with intent to defraud or deceive any insurance company, submits an insurance application or files a claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

Dated _____ at _____
(Month/Day/Year) (City, State)

Employee (Applicant) Signature
Child Signature (if applicable for age of majority and older)

Spouse Signature (if applicable)

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries. The insurance product is underwritten by Provident Life and Accident Insurance Company.

PRODUCER STATEMENTS: (1) Do you have any knowledge or reason to believe that the applicant has any existing individual life insurance, long term care insurance or annuity coverage? Yes No (2) Do you have knowledge or reason to believe that the proposed insurance is intended to replace any existing individual life insurance, long term care insurance or annuity coverage? Yes No (3) To the best of your knowledge and belief, the above statements and answers are complete and true.

Dated _____
(Month/Day/Year)

Producer's License No. _____

Printed Name of Producer _____

Licensed Producer's Signature

For Home Office Use Only

Policy Number: _____
Employee (Applicant) _____
Spouse _____
Child/Grandchild #1 _____
Child/Grandchild #2 _____

SERFF Tracking #:

UNUM-128675227

State Tracking #:

Company Tracking #:

L-21848

State:

Arkansas

Filing Company:

Provident Life and Accident Insurance Company

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name:

Whole Life Insurance

Project Name/Number:

/

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Readability Cert (0114k).pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Until L-21850 is implemented for use with our individual life product portfolio, we will continue to use attached application, L-21815, approved by your Department June 1, 2006.		
Attachment(s):			
L-21815.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:	Statement is attached.		
Attachment(s):			
WL Std Statement of Variability.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification - Regulation 49		
Comments:			
Attachment(s):			
Cert (Reg. 49).pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification - Regulation 19		
Comments:			

SERFF Tracking #:

UNUM-128675227

State Tracking #:

Company Tracking #:

L-21848

State:

Arkansas

Filing Company:

Provident Life and Accident Insurance Company

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name:

Whole Life Insurance

Project Name/Number:

/

Attachment(s):

Cert (Reg. 19).pdf

STATE OF ARKANSAS
CERTIFICATE OF READABILITY

This is to certify the following:

<u>Form</u>	<u>Flesch Score</u>	<u>Number of Words Contained in Text</u>
L-21848	50	3,389
L-21848-70	50	3,389
L-21850	50	296

1. The forms are printed, except for specification pages, schedules and tables, in not less than ten point type, one point leaded;
2. There is no language or terminology entitled to exception under the Act; and
3. The entire policy forms were analyzed.

Prepared by: _____



Nancy H. Johnson
VP, Contract Compliance and Filing



Provident Life and Accident Insurance Company
1 Fountain Square • Chattanooga, Tennessee 37402

**APPLICATION FOR
VOLUNTARY LIFE INSURANCE**

Product Type:		Employee (Applicant)	Spouse	Child and/or Grandchild*
<input type="checkbox"/> ISWL <input type="checkbox"/> 10/10/YRT*	New Coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> IUL <input type="checkbox"/> IUL Increase	Addition of Coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Reinstatement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Child/Grandchild Policy not available with 10/10/YRT

SECTION 1: EMPLOYEE (APPLICANT) INFORMATION – Always Complete

Employee Name (First, Middle, Last)	Social Security Number
_____	_____
Home Address (Street/PO Box)	Gender <input type="checkbox"/> F <input type="checkbox"/> M
_____	_____
City	Date of Birth (mm/dd/yyyy)
_____	_____
State _____ Zip Code _____	_____
Home Phone # _____	Employee ID/Payroll # _____
Are you Actively at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you a U.S. Citizen or Canadian Citizen working in the U.S.?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If "No," do you have a Green Card? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Employer Name	Date of Hire (mm/dd/yyyy)
_____	_____
Scheduled Number of Work Hours per Week _____	Annual Salary \$ _____
Occupation _____	Work Phone # _____

SECTION 2: SPOUSE INFORMATION– Complete Only if applying for Spouse coverage (Policy or Spouse Term Rider)

Name (First, Middle, Last)	Social Security Number
_____	_____
Occupation _____	Gender <input type="checkbox"/> F <input type="checkbox"/> M
Does the Spouse live in the U.S.?	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

During the past 12 months, has the spouse been hospitalized or treated, including prescription medication, for an injury or sickness (excluding pregnancy, colds, allergies, flu and back problems)? Yes No (If "Yes" and applying for Tier 1 amount, complete Section 5; If "Yes" and applying for Tier 2 amount, complete Sections 5 & 6)

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 3: CHILD and/or GRANDCHILD – Complete Only if applying for Child and/or Grandchild Policy (Child/Grandchild Policy not available with 10/10/YRT)

Child/Grandchild #1

Name (First, Middle, Last) _____

Relationship: Child
 Grandchild

Date of Birth (mm/dd/yyyy) _____

Gender F M

Does the Child/Grandchild live in the U.S.? Yes No

Child/Grandchild #2

Name (First, Middle, Last) _____

Relationship: Child
 Grandchild

Date of Birth (mm/dd/yyyy) _____

Gender F M

Does the Child/Grandchild live in the U.S.? Yes No

SECTION 4: COVERAGE INFORMATION – To be completed for Employee (Applicant), Spouse, Child and/or Grandchild coverage (Child/Grandchild Policy not available with 10/10/YRT)

	<u>Employee (Applicant)</u>	<u>Spouse</u>	<u>Child/Grandchild</u>	
			<u>#1</u>	<u>#2</u>
1. Have you (or any person applying for coverage) used any tobacco products (such as cigarettes, cigars, snuff, dip, chew or pipe) or any nicotine delivery system in the past 12 months? (If Spouse and applying for a 10/10/YRT Policy, this question is not required)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A	N/A
2a. Do you (or any person applying for coverage) have existing individual life insurance or annuity coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
b. Will coverage applied for replace any existing individual life insurance or annuity coverage? If "Yes," provide details requested on the accompanying replacement form, if required.	<input type="checkbox"/> Yes <input type="checkbox"/> No			

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 4: COVERAGE INFORMATION Continued – To be completed for Employee (Applicant), Spouse, Child and/or Grandchild coverage (Child/Grandchild Policy not available with 10/10/YRT)

		Employee	Spouse	Child/Grandchild	
		(Applicant)		#1	#2
3. Plan of Insurance being applied for	ISWL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	If ISWL, APL?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	IUL/Increase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	10/10/YRT (10 YRT if age 61 or older)	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A

4. Face/Specified Amount \$ _____ \$ _____ \$ _____ \$ _____

5. Base Policy Premium \$ _____ \$ _____ \$ _____ \$ _____

	Employee (Applicant)		Spouse	
	Coverage Amount	Premium	Coverage Amount	Premium
<input type="checkbox"/> ADB.....	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Waiver*		\$ _____		\$ _____
<input type="checkbox"/> CTR**	# of Units _____	\$ _____	# of Units _____	\$ _____
<input type="checkbox"/> AIR (IUL only).....	\$ _____			
	For _____ yrs.			
<input type="checkbox"/> LTC***		\$ _____		\$ _____
<input type="checkbox"/> BC		\$ _____		\$ _____
<input type="checkbox"/> BR		\$ _____		\$ _____
<input type="checkbox"/> BC/BR		\$ _____		\$ _____
<input type="checkbox"/> Spouse Term Rider.....	\$ _____	\$ _____		
<input type="checkbox"/> Other	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Other	\$ _____	\$ _____	\$ _____	\$ _____

7. Total Premium for Riders \$ _____ \$ _____

8. Total Premium for Base Policy and Riders (Provide sum for #5 and #7 for each applicant)

Employee (Applicant) \$ _____

Spouse \$ _____

Child/Grandchild #1 \$ _____

Child/Grandchild #2 \$ _____

Combined Total for All Applicants \$ _____

9. Payroll Premium Deducted:

Weekly Bi-Weekly Semi-Monthly Monthly Other _____

TOTAL PAYROLL PREMIUM:..... \$ _____

* IUL – Waiver of Monthly Deduction
 ISWL and 10/10/YRT – Waiver of Premium

** CTR cannot be on both the
 Employee and Spouse Policies

*** LTC not available with
 10/10/YRT Policy

Employee Name: _____
(Applicant)

Employee SSN: _____
(Applicant)

SECTION 4: COVERAGE INFORMATION Continued

BENEFICIARY INFORMATION – Employee (Applicant)

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

BENEFICIARY INFORMATION - Spouse

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

BENEFICIARY INFORMATION – Child/Grandchild #1

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

BENEFICIARY INFORMATION – Child/Grandchild #2

Primary Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

Contingent Beneficiary:

Name (First, Middle, Last) _____ Relationship to You _____

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 5: TIER 1 MEDICAL PROFILE – Complete as required for all underwritten coverage (Child/Grandchild Policy not available with 10/10/YRT)	Employee (Applicant)	Spouse	Child/Grandchild	
			#1	#2
1. Have you (or any person applying for coverage) tested positive for the Human Immunodeficiency Virus (HIV) or its antibodies, or been diagnosed with or received treatment for Acquired Immune Deficiency Syndrome (AIDS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
2. In the past 12 months, have you (or any person applying for coverage) for any reason other than vacation, colds, flu, pregnancy, accidents, allergies or back problems been hospitalized more than 5 consecutive days, or if employed, missed more than 10 consecutive days at work?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
3. In the past 5 years, have you (or any person applying for coverage) been diagnosed, received medical advice, sought treatment including surgery, or taken medication for any of the following: <ul style="list-style-type: none"> - Atrial fibrillation, angina, heart attack, coronary artery disease or surgery on the heart or heart valve(s) - Congestive heart failure or cardiomyopathy - Stroke or transient ischemic attack (TIA) - High blood pressure treated with 3 or more medications - Alcohol or drug abuse - Diabetes (excluding gestational or diet controlled) - Chronic obstructive pulmonary disease (COPD), emphysema or chronic lung disease (excluding asthma) 	<input type="checkbox"/> Yes <input type="checkbox"/> No			
4. In the past 10 years, have you (or any person applying for coverage) been diagnosed, received medical advice, sought treatment, or taken medication for cancer or malignancy of any kind, excluding basal cell carcinoma?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Has the Child or Grandchild applicant ever been diagnosed with or treated for Down’s syndrome, cerebral palsy, muscular dystrophy or cystic fibrosis?	N/A	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 6: TIER 2 MEDICAL PROFILE – Complete if additional underwriting is required	Employee (Applicant)	Spouse
1. Provide height and weight	_____ ft. _____ in. _____ lbs.	_____ ft. _____ in. _____ lbs.
2. Have you (or any person applying for coverage) ever been diagnosed, received medical advice, sought treatment including surgery, or taken medication for any of the following: <ul style="list-style-type: none"> - Cirrhosis of the liver or hepatitis (excluding hepatitis A) - Kidney disease or failure (excluding kidney stones, sponge, horseshoe or ectopic kidney and kidney removal due to trauma) - Atrial fibrillation, angina, heart attack, coronary artery disease or surgery on the heart or heart valve(s) - Congestive heart failure or cardiomyopathy - Stroke or transient ischemic attack (TIA) - Peripheral Vascular Disease - Cancer (excluding basal cell carcinoma) - Any condition requiring an organ transplant (excluding corneal) - Diabetes (excluding gestational or diet controlled) - Chronic obstructive pulmonary disease (COPD), emphysema or chronic lung disease (excluding asthma) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. In the past 5 years, have you (or any person applying for coverage) been diagnosed, received medical advice, sought treatment including surgery, or taken medication for any of the following: <ul style="list-style-type: none"> - Multiple sclerosis, muscular dystrophy or Parkinson's disease, amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease) or Huntington's disease - Schizophrenia, psychosis, bipolar disorder or post traumatic stress disorder - Crohn's disease or ulcerative colitis - Systemic lupus or any connective tissue disease 	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. In the past 2 years, have you (or any person applying for coverage): <ul style="list-style-type: none"> - Pled guilty or no contest or been convicted of a felony or misdemeanor - Been charged with operating a motor vehicle under the influence of drugs and/or alcohol 	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employee Name: _____
 (Applicant)

Employee SSN: _____
 (Applicant)

SECTION 7: LONG TERM CARE RIDER – Complete Only if applying for LTC Rider	Employee (Applicant)	Spouse
1. Do you (or any person applying for coverage) have another long term care insurance policy in force, including health care service contract, or health maintenance organization contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Did you (or any person applying for coverage) have another long term care insurance policy in force during the past 12 months? If "Yes," with which company: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If it has lapsed, when did it lapse? _____		
3. Are you (or any person applying for coverage) covered by Medicaid (not Medicare)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you (or any person applying for coverage) intend to replace any long term care, medical, or health coverage with this rider? If "Yes," type of coverage: _____ Name of Company _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employee Name: _____
(Applicant)

Employee SSN: _____
(Applicant)

SECTION 8: EMPLOYEE (APPLICANT) STATEMENTS

I agree that any child proposed for Children’s Term Insurance must be dependent on me for at least 50% of his/her support to be covered for benefits.

I understand the effective date of coverage issued based on this application is subject to the application being acceptable under the rules, limits and standards of Provident Life and Accident Insurance Company (hereafter "Unum") and the insurance is, or would have been, issued as applied for (or if not issued as applied for, then as modified). The effective date of approved coverage will be as stated in your Policy. The effective date of coverage will be no earlier than the application signed date and no later than the date payroll deductions begin or premiums are collected for non-payroll deducted policies.

I understand that no benefits are payable for the first 90 days (Elimination Period) of a Benefit Period under any Long Term Care rider for which I am applying.

I authorize my employer to deduct the premiums for this insurance from my earnings (unless the coverage for which I am applying allows for alternate methods to pay insurance premiums).

All statements and answers provided on this application are true and complete, and are given to obtain insurance.

CAUTION: Unum will rely on the information provided in order to evaluate this application. If the answers provided are incorrect or untrue, Unum may deny benefits or rescind insurance. Any person who, knowingly and with intent to defraud or deceive any insurance company, submits an insurance application or files a claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

Dated _____ at _____
(Month/Day/Year) (City, State)

Employee (Applicant) Signature

Spouse Signature (if applicable)

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries. The insurance product is underwritten by Provident Life and Accident Insurance Company.

PRODUCER STATEMENTS: (1) Do you have any knowledge or reason to believe that the applicant has any existing individual life insurance, long term care insurance or annuity coverage? Yes No (2) Do you have knowledge or reason to believe that the proposed insurance is intended to replace any existing individual life insurance, long term care insurance or annuity coverage? Yes No (3) To the best of your knowledge and belief, the above statements and answers are complete and true.

Dated _____
(Month/Day/Year)

Producer's License No. _____

Printed Name of Producer _____

Licensed Producer’s Signature

For Home Office Use Only

Policy Number: _____
Employee (Applicant) _____
Spouse _____
Child/Grandchild #1 _____
Child/Grandchild #2 _____



IMPORTANT NOTICE

Provident Life and Accident Insurance Company
1 Fountain Square, Chattanooga, TN 37401

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? YES NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? YES NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the existing insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

EXISTING INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in-force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because _____.

Where a replacement is involved in the transaction, you have the right to return the policy or contract issued within thirty (30) days of the delivery of the policy or contract and receive an unconditional full refund of all premiums or considerations paid on it, including policy fees or charges.

I have used only company approved sales material. If applicant has indicated that this will be replacement coverage, copies of all sales material were left with the applicant.

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant's Signature

Producer's Signature

Applicant's Printed Name Date

Producer's Printed Name Date

Applicant's Social Security Number

Applicant's Employer

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

PREMIUMS:

Are they affordable?

Could they change?

You're older - are premiums higher for the proposed new policy?

How long will you have to pay premiums on the new policy? On the old policy?

POLICY VALUES:

New policies usually take longer to build cash values and to pay dividends.

Acquisition costs for the old policy may have been paid; you will incur costs for the new one.

What surrender charges do the policies have?

What expense and sales charges will you pay on the new policy?

Does the new policy provide more insurance coverage?

INSURABILITY:

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.

You may need a medical exam for a new policy.

Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

How are premiums for both policies being paid?

How will the premiums on your existing policy be affected?

Will a loan be deducted from death benefits?

What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

Will you pay surrender charges on your old contract?

What are the interest rate guarantees for the new contract?

Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

What are the tax consequences of buying the new policy?

Is this a tax free exchange? (See your tax advisor)

Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?

Will the existing insurer be willing to modify the old policy?

How does the quality and financial stability of the new company compare with your existing company?



IMPORTANT NOTICE

Provident Life and Accident Insurance Company
1 Fountain Square, Chattanooga, TN 37401

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? YES NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? YES NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the existing insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

EXISTING INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in-force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because _____.

Where a replacement is involved in the transaction, you have the right to return the policy or contract issued within thirty (30) days of the delivery of the policy or contract and receive an unconditional full refund of all premiums or considerations paid on it, including policy fees or charges.

I have used only company approved sales material. If applicant has indicated that this will be replacement coverage, copies of all sales material were left with the applicant.

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant's Signature

Producer's Signature

Applicant's Printed Name Date

Producer's Printed Name Date

Applicant's Social Security Number

Applicant's Employer

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

PREMIUMS:

Are they affordable?

Could they change?

You're older - are premiums higher for the proposed new policy?

How long will you have to pay premiums on the new policy? On the old policy?

POLICY VALUES:

New policies usually take longer to build cash values and to pay dividends.

Acquisition costs for the old policy may have been paid; you will incur costs for the new one.

What surrender charges do the policies have?

What expense and sales charges will you pay on the new policy?

Does the new policy provide more insurance coverage?

INSURABILITY:

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.

You may need a medical exam for a new policy.

Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

How are premiums for both policies being paid?

How will the premiums on your existing policy be affected?

Will a loan be deducted from death benefits?

What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

Will you pay surrender charges on your old contract?

What are the interest rate guarantees for the new contract?

Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

What are the tax consequences of buying the new policy?

Is this a tax free exchange? (See your tax advisor)

Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?

Will the existing insurer be willing to modify the old policy?

How does the quality and financial stability of the new company compare with your existing company?

STATEMENT OF VARIABILITY

FORM L-21848

(1) The following items include variables that will vary based on specifics of the actual policy issued:

Page 1

[JAMES A. PROVIDENT], Insured

Policy Number [0000041-G]

Face Amount [\$100,000]

Page 4

Policy Number [0000041-G] on the life of [JAMES A. PROVIDENT], Insured

[\$100,000] Face Amount

Date of Issue: [October 1, 2012]

Age: [35]

Class of Risk: [NON-TOBACCO]

Coverage Effective Date: [October 1, 2012]

Policy Effective Date: [October 1, 2012]

Basic Life Insurance: [\$1,339.00]

Total Annual Premium: [\$1,339.00]

Maturity Date: [October 1, 2097]

[The premiums for this policy are to be sent to us under an approved deduction plan. Premiums will be processed monthly based on a monthly premium. Upon termination of deductions, premiums are to be sent directly to us. We will bill you directly on an annual, semi-annual, or quarterly basis. Premiums may also be paid monthly by automatic bank draft.] This section will print on all policies unless payroll deduction is not offered.

Page 13

All numbers listed under [Attained Age of Insured], [Guaranteed Cash Values] and [Reduced Paid-Up Insurance].

Nonforfeiture Factor: [9.294862]

(2) The following items include variables that may change for the company during the course of business and may be changed without prior notice or prior approval.

Page 1

[1 FOUNTAIN SQUARE CHATTANOOGA, TENNESSEE 37402]

You may cancel this policy by delivering it or mailing it and a written notice to Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402] within 30 days after the policy is received.

If you should have any questions, need information about your coverage, or assistance in resolving complaints, please contact your agent or Provident at [1-800-635-5597] or at [www.unum.com].

[Signature
Susan N. Roth
Secretary]

[Signature
Thomas R. Watjen
President and Chief Executive Officer]

Page 3

We, Us, Our means Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402].

FORM L-21848-70

(1) The following items include variables that will vary based on specifics of the actual policy issued:

Page 1

[JAMES A. PROVIDENT], Insured

Policy Number [0000041-G]

Face Amount [\$100,000]

Page 4

Policy Number [0000041-G] on the life of [JAMES A. PROVIDENT], Insured

[\$100,000] Face Amount Paid-Up at Age 70

Date of Issue: [October 1, 2012]

Age: [35]

Class of Risk: [NON-TOBACCO]

Coverage Effective Date: [October 1, 2012]

Policy Effective Date: [October 1, 2012]

Basic Life Insurance: [\$1,614.00]

Total Annual Premium: [\$1,614.00]

Maturity Date: [October 1, 2097]

[The premiums for this policy are to be sent to us under an approved deduction plan. Premiums will be processed monthly based on a monthly premium. Upon termination of deductions, premiums are to be sent directly to us. We will bill you directly on an annual, semi-annual, or quarterly basis. Premiums may also be paid monthly be automatic bank draft.] This section will print on all policies unless payroll deduction is not offered.

Page 13

All numbers listed under [Attained Age of Insured], [Guaranteed Cash Values] and [Reduced Paid-Up Insurance].

Nonforfeiture Factor: [10.32724]

(2) The following items include variables that may change for the company during the course of business and may be changed without prior notice or prior approval.

Page 1

[1 FOUNTAIN SQUARE CHATTANOOGA, TENNESSEE 37402]

You may cancel this policy by delivering it or mailing it and a written notice to Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402] within 30 days after the policy is received.

If you should have any questions, need information about your coverage, or assistance in resolving complaints, please contact your agent or Provident at [1-800-635-5597] or at [www.unum.com].

[Signature
Susan N. Roth
Secretary]

[Signature
Thomas R. Watjen
President and Chief Executive Officer]

Page 3

We, Us, Our means Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402].

FORM L-21850

The following items include variables that may change for the company during the course of business and may be changed without prior notice or prior approval.

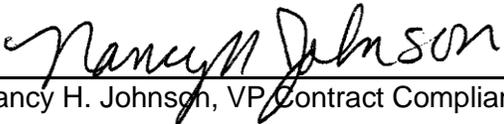
Page 1

[unum logo]

[1 Fountain Square * Chattanooga, Tennessee 37402]

**PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
CHATTANOOGA, TENNESSEE**

This is to certify that the form(s) L-21848 & L-21848-70 herein
complies(y) with Regulation 49 by furnishing the Arkansas guaranty notice to each policy
owner at the time of policy issue.



Nancy H. Johnson, VP, Contract Compliance and Filing

October 5, 2012
Date

**CERTIFICATION REQUIRED BY
ARKANSAS INSURANCE DEPARTMENT REGULATION 19**

I certify that this submission meets the provisions of Regulation 19 as well as all other applicable requirements of the Arkansas Insurance Department.


Signature

Nancy H. Johnson
VP, Contract Compliance and Filing

Date: October 10, 2012

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
CHATTANOOGA, TENNESSEE

SERFF Tracking #:

UNUM-128675227

State Tracking #:**Company Tracking #:**

L-21848

State:

Arkansas

Filing Company:

Provident Life and Accident Insurance Company

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name:

Whole Life Insurance

Project Name/Number:

/

Superceded Schedule Items

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

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/04/2012	Form	Whole Life Insurance	10/09/2012	L-21848 AR.pdf (Superceded)
10/04/2012	Form	Whole Life Insurance Paid-Up at 70	10/09/2012	L-21848-70 AR.pdf (Superceded)

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
[1 FOUNTAIN SQUARE]
[CHATTANOOGA, TENNESSEE 37402]

LIFE INSURANCE POLICY
[JAMES A PROVIDENT], INSURED
Policy Number [0000041-G]
Face Amount [\$100,000]

We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. If this payment is not made within 30 days after we receive such proof at our Home Office, we will pay interest as provided by law on such payment, including any premium refund due, from the date of the Insured's death. We will make this payment and provide the other rights and privileges, subject to the provisions of this policy. The Surrender Value of this policy will be paid on the Maturity Date if the Insured is living on such date.

This contract is made in consideration of the application and the payment of premiums as provided. All the provisions on this and the following pages are part of this policy.

30 DAY RIGHT TO EXAMINE POLICY

You may cancel this policy by delivering it or mailing it and a written notice to Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402], within 30 days after the policy is received. Notice given by mail is effective on being postmarked, properly addressed, and postage paid. We will return all premiums paid for this policy within 10 days after we receive notice of cancellation and the returned policy. Upon such delivery or mailing, this policy will be deemed void from the start, and any premium paid on it will be refunded.

READ YOUR POLICY CAREFULLY

This policy is a legal contract between you and Provident Life and Accident Insurance Company. If you should have any questions, need information about your coverage, or assistance in resolving complaints, please contact your agent or Provident at [1-800-635-5597] or at [www.unum.com]. In the event that we fail to provide you with reasonable and adequate service, feel free to contact the Insurance Department.

[JOHN Q. AGENT
123 VINE STREET
CHATTANOOGA, TN 37402
(423)755-1234]

[Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201
501-371-2640 / 1-800-852-5494]

[

]

[Susan N. Roth]
[Corporate Secretary]

[

]

[Thomas R. Watjen]
[President and Chief Executive Officer]

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTICIPATING (NO ANNUAL DIVIDENDS)

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Any Supplemental Benefit Riders (herein referred to as “riders”) follow the last page of this policy.

DEFINITIONS

Age means the age as of the last birthday of the Insured.

Beneficiary is the person(s) or party(ies) who will receive the Death Benefit of this policy if the Insured dies while it is in force.

Coverage Effective Date is the date coverage becomes effective as shown on the Data Page.

Debt is the principal of any loan outstanding against this policy, plus any interest due or accrued.

Insured means the person named as Insured on the Data Page.

Maturity Date is the Policy Anniversary following the 121st birthday of the Insured. If the Insured is living on the Maturity Date and this policy is still in force, we will pay the Surrender Value to you.

Non-participating means the type of insurance that does not share in surplus earnings. This policy is non-participating; we will not pay dividends on it.

Owner of this policy is as stated in the application, unless otherwise changed at a later date.

Policy Anniversary is the annual anniversary of the Policy Effective Date.

Policy Effective Date is shown on the Data Page. It is the date from which policy years, months, anniversaries, Incontestability and Suicide provisions will be determined.

We, Us, Our means Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402]. We are a stock company.

You, Your means the Owner of this policy. Any reference to “he”, “him”, or “his” will also refer to “she” or “her”, “they”, “them” or “their”.

DATA PAGE

Policy Number [0000041-G] on the life of [JAMES A. PROVIDENT], **Insured**

Providing a Life Insurance Benefit of

[\$100,000] **Face Amount**

Date of Issue: [OCTOBER 1, 2012]

Age: [35]

Class of Risk: [NON-TOBACCO]

Coverage Effective Date: [OCTOBER 1, 2012]

Policy Effective Date: [OCTOBER 1, 2012]

POLICY BENEFITS

ANNUAL PREMIUM

PAYABLE

Basic Life Insurance

[\$ 1,339.00]

To Age 120

Total Annual Premium*

[\$ 1,339.00]

*Includes the premium for any riders shown on the next page.

Maturity Date: [October 1, 2097]

[The premiums for this policy are to be sent to us under an approved deduction plan. Premiums will be processed monthly based on a monthly premium. Upon termination of deductions, premiums are to be sent directly to us. We will bill you directly on an annual, semi-annual, or quarterly basis. Premiums may also be paid monthly by automatic bank draft.]

DATA PAGE (Cont'd)

THIS PAGE RESERVED FOR SUPPLEMENTAL BENEFIT RIDER INFORMATION, IF ANY

INTRODUCTION

This section summarizes the main points of this policy. The Index shows where the provisions can be found. See the actual provisions for complete information.

This is a Whole Life Insurance Policy. A Death Benefit is payable upon the death of the Insured.

Each premium is payable on or before its due date. A 61 day Grace Period is given for the payment of each premium after the first.

During the lifetime of the Insured and while this policy is in force, you can:

- (1) Change the Beneficiary, unless otherwise provided;
- (2) Surrender this policy for its Surrender Value;
- (3) Borrow on this policy;
- (4) Choose one of several ways for the proceeds to be paid; or
- (5) Assign any of the above rights, unless otherwise provided.

DEATH BENEFIT

Death Benefit Payment. We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. When we receive such proof, we will pay:

- (1) The Face Amount of this policy as of the date of death; and
- (2) Any insurance on the life of the Insured provided by policy riders; and
- (3) That part of any premium paid for a period beyond the end of the policy month of death;

Less:

- (1) Any due and unpaid premiums; and
- (2) Any Debt; and
- (3) Any amount which has been advanced to you in an earlier payment.

PREMIUMS

Premium. Premiums are due as shown on the Data Page. The first premium must be paid no later than the Policy Effective Date. Each premium is payable on or before its due date. All premiums are payable at our Home Office. We will provide you with a receipt signed by our authorized officer, if you request it. All payments will be considered premium unless you specify otherwise. There is no modal loading for any premium.

Grace Period. For each premium except the first, you have a 61 day Grace Period to pay any premium due. The Grace Period begins on the due date of the premium and ends 61 days later. This policy remains in force during the Grace Period. If any premium after the first is not paid or postmarked by U.S. mail on or before its due date or within the Grace Period, this policy and any attached riders will terminate and have no further value, except as may be provided in this policy.

If the Insured dies during the Grace period, we will deduct from the proceeds of this policy that part of such unpaid premium applicable to the Grace Period.

Change in Method of Payment. When we receive satisfactory written request from you, the frequency of premium payment, with respect to premiums not yet paid, may be changed. Such frequency may be annual, semi-annual, or quarterly billing, or monthly automatic bank draft.

Refund of Premium at Death. That part of any premium paid, which applies to a period beyond the end of the policy month in which the death of the insured occurs, will be paid in addition to any amount otherwise payable at death. No part of any premium waived under any rider will be refunded.

Reinstatement. If this policy terminates as provided in the Grace Period provision, you may reinstate it and any riders attached (unless excluded in the riders) to a premium paying status. Reinstatement may be made during the lifetime of the Insured within 5 years after the due date of the first unpaid premium unless the Surrender Value has been paid, or otherwise exhausted.

Such reinstatement is subject to:

- (1) Payment of all overdue premiums with compound interest at the rate of 6% per year;
- (2) Payment or reinstatement of any Debt at the due date of the first unpaid premium, with compound interest at the rate of 6% per year; and
- (3) Written approval by us at our Home Office of the required evidence of insurability; however, no evidence of insurability will be required within 31 days after the end of the Grace Period.

GENERAL PROVISIONS

Contract. The entire contract consists of:

- (1) This policy, including the Data Page(s);
- (2) Any attached riders, amendments or endorsements, which add provisions or change the terms of this policy;
- (3) Your written request to change this policy or any riders, as accepted and acknowledged by us;
- (4) The attached copy of the application, and any supplemental applications or additional riders. In the absence of fraud, all statements made in any application shall be deemed representations and not warranties. No statement may be used to void this policy or to defend against a claim under it unless:
 - a) It is contained in the application or in a supplemental application; and
 - b) A copy of such application is attached to this policy when issued or made a part of this policy when changes become effective.

Ownership of Policy. During the lifetime of the Insured, you may exercise all rights under this policy. You may name or change a new Owner, or a contingent Owner, during the lifetime of the Insured by a written request satisfactory to us. No change of Owner or contingent Owner will take effect until we receive the request at our Home Office. The change will be effective as of the date the request was signed, unless otherwise specified by the Owner, subject to any payment we make or action we take prior to such receipt. If you do not name a contingent Owner, the Insured will be the contingent Owner. If you do not survive the Insured, the contingent Owner will, if living, become the new Owner. Upon proper written notice from you, any prior revocable designation of a contingent Owner or Beneficiary will be voided. Unless otherwise stated, all rights under this policy are vested in you or in your assigns.

Incontestability. After this policy has been in force during the lifetime of the Insured for 2 years from its Policy Effective Date, we will not contest this policy except for any:

- (1) Addition of or change in any rider; or
- (2) Reinstatement.

Representations made to apply for an addition of or change in any rider, or any Reinstatement, that were not included in the original application for this policy, will not be contested, except for fraud, after such addition, change, or Reinstatement has been in force during the lifetime of the Insured for 2 years following its effective date, except for any nonpayment of premiums. However, any rider providing benefits on additional covered Insureds will be contestable as provided in such rider.

Suicide. If within 2 years from the Policy Effective Date the Insured commits suicide, whether sane or insane, we will not pay the Death Benefit. The amount payable by us in place of all other benefits, shall be the sum of the premiums paid, without interest, less the sum of any Debt and the cost of any riders.

Misstatement of Age. If the age of the Insured has been misstated, the amount payable will be that amount which the premium paid would have bought at the correct age. If the correct age is outside the issue age ranges of the policy, a mortality charge and benefit shall be extrapolated.

GENERAL PROVISIONS (Cont'd)

Beneficiary. The Beneficiary of this policy is stated on the application. At any time prior to the death of the Insured, you may name or change a revocable Beneficiary. Any such change must be made in writing. To be binding on us, the change must be signed by you and any irrevocable Beneficiary and must be filed and approved at our Home Office. An irrevocable Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. Unless otherwise specified by you, any such change will take effect as of the date it was signed, subject to any payment made or other action taken by us before the change was received. Unless otherwise provided, the proceeds to be paid at the death of the Insured will be paid in equal shares to those named Beneficiaries who survive the Insured

The interest of the Beneficiary will end at his death if prior to the death of the Insured. If any Beneficiary should die at the same time as the Insured, or within the 24-hour period immediately following the death of the Insured, claim settlement will be made as if such Beneficiary had died before the Insured. Our liability will be discharged to the extent of any payment made or action taken prior to the receipt of proof of the death of such Beneficiary. If the interest of all designated Beneficiaries has ended, the amount payable under this policy will be paid to you or your estate if you are not living at that time.

Assignment. Unless otherwise specified by you, each assignment will take effect on the date you sign the notice of assignment. No assignment of this policy will be binding upon us until it has been filed and approved at our Home Office. Each assignment will be subject to any payment made or action taken by us before receipt of this notice. We will not be responsible for any assignment being valid or sufficient.

Payment of Proceeds. The proceeds payable on the death of the Insured will be paid in one sum to the Beneficiary. All proceeds payable on the Maturity Date or on Surrender of this policy shall be paid in one sum to you, unless an optional mode of settlement is elected from those available at such Maturity Date or date of Surrender.

So far as allowed by law, any proceeds payable under this policy will not be subject to the claims of any payee's creditors or to legal process against any payee. All payments by us under this policy are payable at our Home Office.

Qualification Under Internal Revenue Code. This policy is intended to qualify as a life insurance contract for federal tax purposes. The Death Benefit under the policy is intended to qualify for the federal income tax exclusion. To that end, the provisions of the policy (including any rider, amendment, or endorsement) are to be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary.

Modification. Only an executive officer of our company can change or modify this policy, or waive any of our rights and requirements. Any such changes must be made in writing.

Deferment of Certain Payments. We may postpone the payment of the Surrender Value or making a loan under this policy for not more than 6 months from the date written request is received at our Home Office, except for payment of premiums on any policy that you may have with us.

Termination. All coverage under this policy will terminate when any one of the following occurs:

- (1) You request coverage to terminate;
- (2) The Insured dies;
- (3) This policy matures; or
- (4) The loan value exceeds the Guaranteed Cash Value of this policy.

LOANS

Policy Loan. After the first policy year, a loan will be granted upon the sole security and assignment of this policy to us.

Loan Value. A loan may be made in an amount which, with interest at the rate determined below, will not exceed the Guaranteed Cash Value of this policy at the date to which premium have been paid (but not later than the next Policy Anniversary).

Loan Interest. Interest on loans will accrue on a daily basis from the date of the loan at the rate of 8% (in arrears) compounded annually. Interest unpaid on a Policy Anniversary is added to and becomes a part of the loan principal and also bears interest at the same rate.

Loan Repayment. Repayment of a loan may be made in full or in part at any time before this policy terminates for any reason. However, if this policy is being continued as Reduced Paid-Up Insurance, any Debt which was deducted in determining the amount of such insurance may not be repaid unless this policy is reinstated.

Any Debt will be deducted:

- (1) From the Death Benefit otherwise payable at death; or
- (2) Upon payment or application of the Surrender Value.

If at any time the Guaranteed Cash Value is less than or equal to the Debt, this policy will terminate and have no further value 31 days after notice has been mailed by us to your last known address and any assignee of record.

Automatic Premium Loan. Each premium due and not paid in some other way will be paid automatically by loan on the last day of the Grace Period. Each such premium will be charged against this policy as a policy loan as of its due date. If the Guaranteed Cash Value should be smaller than the Debt plus the unpaid premium, the method of the premium payment will be changed. The new method of premium payment will be that which will allow payment of the next smaller premium which the amount available can pay in full. If the Guaranteed Cash Value should be smaller than the Debt plus the monthly premium the method of premium payment will be changed to allow payment of as large a part of the monthly premium as possible. You may elect to discontinue this policy feature at any time by written notification to us.

POLICY VALUES

Guaranteed Cash Value. The Guaranteed Cash Values are shown in the Table of Nonforfeiture Values. These values are calculated by the Standard Nonforfeiture Value Method using the nonforfeiture factor shown below the Table. The Guaranteed Cash Values shall never be less than the value for the Policy Anniversary shown in the Table, unless this policy is in force under Reduced Paid-Up Insurance. While this policy is in force under Reduced Paid-Up Insurance, the Guaranteed Cash Values are the present value of the future benefits provided by the Reduced Paid-Up Insurance.

NONFORFEITURE PROVISIONS

Surrender Value. If this policy has not been otherwise terminated, you may, upon satisfactory written request, surrender it during the Insured's lifetime for the Surrender Value. The Surrender Value will equal (1) minus (2), where:

- (1) Is the Guaranteed Cash Value; and
- (2) Is the total amount of Debt under this policy.

If a premium is unpaid at the time of surrender, the Surrender Value within the 60 day period commencing with the due date of the first unpaid premium will be the same as on that date. After such 60 day period, if this policy is being continued as Reduced Paid-Up Insurance, the Surrender Value will be the net single premium for such insurance. Such Surrender Value within 31 days after a Policy Anniversary will not be less than the Surrender Value on that Anniversary.

Reduced Paid-Up Insurance. Reduced Paid-Up Insurance will be provided if a premium has not been paid by the end of its Grace Period by Automatic Premium Loan or otherwise, and if this policy has not been surrendered during the Insured's lifetime for the Surrender Value.

The amount of Reduced Paid-Up Insurance will be the level amount of whole life insurance which the Surrender Value will provide when applied as a net single premium at the Insured's then attained age; except that the amount of Reduced Paid-Up Insurance cannot exceed the amount of Death Benefit less Debt existing on the due date of the first unpaid premium. Any excess Surrender Value existing after the purchase of the Reduced Paid-Up Insurance will be paid to you in cash.

Any riders will terminate on the effective date of such Reduced Paid-Up Insurance. Once this policy is being continued as Reduced Paid-Up Insurance, it will remain as such until the policy terminates.

While this policy is being continued as Reduced Paid-Up Insurance you may make a loan upon the terms and conditions listed under the Loans provision.

Basis of Calculation of Values. All guaranteed values, present values and net single premiums are computed based on the following assumptions: (1) This policy is issued based on the Insured's age; and (2) Death occurs at the end of the policy year.

The mortality table and interest rate shown below the Table of Nonforfeiture Values will be used. The values are as great or greater than the minimum values required by the laws of any state or province in which this policy is delivered. A detailed statement of the method of calculating such values and reserves has been filed with the supervising authority of each state or province having jurisdiction.

Any values not shown in the Table of Nonforfeiture Values will be calculated in accordance with this statement. No rider attached to this policy will increase the policy values unless so stipulated.

TABLE OF NONFORFEITURE VALUES

The values shown in this table for any particular Policy Anniversary assume that no premiums are past due as of such anniversary and that there is no Debt to us under this policy. Where an age is shown, the values are those applicable on the Policy Anniversary following the birthday on which that age is attained. The values as of any date other than a Policy Anniversary will be calculated on a basis which makes allowance for the lapse of time and the payment of premiums beyond the Policy Anniversary or the Policy Effective Date, whichever is applicable. Such values will be furnished upon request, as will any values for Policy Anniversaries which are not shown.

Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance	Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance
1	[36	[\$0	[\$0	12	47	\$9,397	\$36,878
2	37	0	0	13	48	10,566	39,957
3	38	388	2,147	14	49	11,774	42,912
4	39	1,257	6,692	15	50	13,020	45,746
5	40	2,159	11,055	16	51	14,303	48,457
6	41	3,094	15,242	17	52	15,620	51,046
7	42	4,062	19,258	18	53	16,970	53,516
8	43	5,064	23,103	19	54	18,352	55,871
9	44	6,097	26,781	20	55]	19,762]	58,113]
10	45	7,164	30,298				
11	46	8,264	33,662				

Nonforfeiture Values and net single premiums are based on the 2001 CSO 50% Male Age Last Birthday Ultimate Mortality Table with compound interest at 4.50% per year. Nonforfeiture Factor: [9.294862].

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTIPATING (NO ANNUAL DIVIDENDS)

L-21848

**PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
[1 FOUNTAIN SQUARE]
[CHATTANOOGA, TENNESSEE 37402]**

**LIFE INSURANCE POLICY
[JAMES A PROVIDENT], INSURED
Policy Number [0000041-G]
Face Amount [\$100,000]**

We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. If this payment is not made within 30 days after we receive such proof at our Home Office, we will pay interest as provided by law on such payment, including any premium refund due, from the date of the Insured's death. We will make this payment and provide the other rights and privileges, subject to the provisions of this policy. The Surrender Value of this policy will be paid on the Maturity Date if the Insured is living on such date.

This contract is made in consideration of the application and the payment of premiums as provided. All the provisions on this and the following pages are part of this policy.

30 DAY RIGHT TO EXAMINE POLICY

You may cancel this policy by delivering it or mailing it and a written notice to Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402], within 30 days after the policy is received. Notice given by mail is effective on being postmarked, properly addressed, and postage paid. We will return all premiums paid for this policy within 10 days after we receive notice of cancellation and the returned policy. Upon such delivery or mailing, this policy will be deemed void from the start, and any premium paid on it will be refunded.

READ YOUR POLICY CAREFULLY

This policy is a legal contract between you and Provident Life and Accident Insurance Company. If you should have any questions, need information about your coverage, or assistance in resolving complaints, please contact your agent or Provident at [1-800-635-5597] or at [www.unum.com]. In the event that we fail to provide you with reasonable and adequate service, feel free to contact the Insurance Department.

[JOHN Q. AGENT
123 VINE STREET
CHATTANOOGA, TN 37402
(423)755-1234]

[Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201
501-371-2640 / 1-800-852-5494]

[

]

[Susan N. Roth]
[Corporate Secretary]

[

]

[Thomas R. Watjen]
[President and Chief Executive Officer]

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTIPATING (NO ANNUAL DIVIDENDS)

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Any Supplemental Benefit Riders (herein referred to as “riders”) follow the last page of this policy.

DEFINITIONS

Age means the age as of the last birthday of the Insured.

Beneficiary is the person(s) or party(ies) who will receive the Death Benefit of this policy if the Insured dies while it is in force.

Coverage Effective Date is the date coverage becomes effective as shown on the Data Page.

Debt is the principal of any loan outstanding against this policy, plus any interest due or accrued.

Insured means the person named as Insured on the Data Page.

Maturity Date is the Policy Anniversary following the 121st birthday of the Insured. If the Insured is living on the Maturity Date and this policy is still in force, we will pay the Surrender Value to you.

Non-participating means the type of insurance that does not share in surplus earnings. This policy is non-participating; we will not pay dividends on it.

Owner of this policy is as stated in the application, unless otherwise changed at a later date.

Policy Anniversary is the annual anniversary of the Policy Effective Date.

Policy Effective Date is shown on the Data Page. It is the date from which policy years, months, anniversaries, Incontestability and Suicide provisions will be determined.

We, Us, Our means Provident Life and Accident Insurance Company, [1 Fountain Square, Chattanooga, Tennessee 37402]. We are a stock company.

You, Your means the Owner of this policy. Any reference to “he”, “him”, or “his” will also refer to “she” or “her”, “they”, “them” or “their”.

DATA PAGE

Policy Number [0000041-G] on the life of [JAMES A. PROVIDENT], **Insured**

Providing a Life Insurance Benefit of

[\$100,000] **Face Amount Paid-Up at Age 70**

Date of Issue: [OCTOBER 1, 2012]

Age: [35]

Class of Risk: [NON-TOBACCO]

Coverage Effective Date: [OCTOBER 1, 2012]

Policy Effective Date: [OCTOBER 1, 2012]

<u>POLICY BENEFITS</u>	<u>ANNUAL PREMIUM</u>	<u>PAYABLE</u>
Basic Life Insurance	[\$ 1,614.00]	To Age 70
Total Annual Premium*	[\$ 1,614.00]	

*Includes the premium for any riders shown on the next page.

Maturity Date: [October 1, 2097]

[The premiums for this policy are to be sent to us under an approved deduction plan. Premiums will be processed monthly based on a monthly premium. Upon termination of deductions, premiums are to be sent directly to us. We will bill you directly on an annual, semi-annual, or quarterly basis. Premiums may also be paid monthly by automatic bank draft.]

DATA PAGE (Cont'd)

THIS PAGE RESERVED FOR SUPPLEMENTAL BENEFIT RIDER INFORMATION, IF ANY

INTRODUCTION

This section summarizes the main points of this policy. The Index shows where the provisions can be found. See the actual provisions for complete information.

This is a Whole Life Insurance Policy. A Death Benefit is payable upon the death of the Insured.

Each premium is payable on or before its due date. A 61 day Grace Period is given for the payment of each premium after the first.

During the lifetime of the Insured and while this policy is in force, you can:

- (1) Change the Beneficiary, unless otherwise provided;
- (2) Surrender this policy for its Surrender Value;
- (3) Borrow on this policy;
- (4) Choose one of several ways for the proceeds to be paid; or
- (5) Assign any of the above rights, unless otherwise provided.

DEATH BENEFIT

Death Benefit Payment. We agree to pay the Death Benefit of this policy when we receive written due proof of the death of the Insured prior to the Maturity Date. When we receive such proof, we will pay:

- (1) The Face Amount of this policy as of the date of death; and
- (2) Any insurance on the life of the Insured provided by policy riders; and
- (3) That part of any premium paid for a period beyond the end of the policy month of death;

Less:

- (1) Any due and unpaid premiums; and
- (2) Any Debt; and
- (3) Any amount which has been advanced to you in an earlier payment.

PREMIUMS

Premium. Premiums are due as shown on the Data Page. The first premium must be paid no later than the Policy Effective Date. Each premium is payable on or before its due date. All premiums are payable at our Home Office. We will provide you with a receipt signed by our authorized officer, if you request it. All payments will be considered premium unless you specify otherwise. There is no modal loading for any premium.

Grace Period. For each premium except the first, you have a 61 day Grace Period to pay any premium due. The Grace Period begins on the due date of the premium and ends 61 days later. This policy remains in force during the Grace Period. If any premium after the first is not paid or postmarked by U.S. mail on or before its due date or within the Grace Period, this policy and any attached riders will terminate and have no further value, except as may be provided in this policy.

If the Insured dies during the Grace period, we will deduct from the proceeds of this policy that part of such unpaid premium applicable to the Grace Period.

Change in Method of Payment. When we receive satisfactory written request from you, the frequency of premium payment, with respect to premiums not yet paid, may be changed. Such frequency may be annual, semi-annual, or quarterly billing, or monthly automatic bank draft.

Refund of Premium at Death. That part of any premium paid, which applies to a period beyond the end of the policy month in which the death of the insured occurs, will be paid in addition to any amount otherwise payable at death. No part of any premium waived under any rider will be refunded.

Reinstatement. If this policy terminates as provided in the Grace Period provision, you may reinstate it and any riders attached (unless excluded in the riders) to a premium paying status. Reinstatement may be made during the lifetime of the Insured within 5 years after the due date of the first unpaid premium unless the Surrender Value has been paid, or otherwise exhausted.

Such reinstatement is subject to:

- (1) Payment of all overdue premiums with compound interest at the rate of 6% per year;
- (2) Payment or reinstatement of any Debt at the due date of the first unpaid premium, with compound interest at the rate of 6% per year; and
- (3) Written approval by us at our Home Office of the required evidence of insurability; however, no evidence of insurability will be required within 31 days after the end of the Grace Period.

GENERAL PROVISIONS

Contract. The entire contract consists of:

- (1) This policy, including the Data Page(s);
- (2) Any attached riders, amendments or endorsements, which add provisions or change the terms of this policy;
- (3) Your written request to change this policy or any riders, as accepted and acknowledged by us;
- (4) The attached copy of the application, and any supplemental applications or additional riders. In the absence of fraud, all statements made in any application shall be deemed representations and not warranties. No statement may be used to void this policy or to defend against a claim under it unless:
 - a) It is contained in the application or in a supplemental application; and
 - b) A copy of such application is attached to this policy when issued or made a part of this policy when changes become effective.

Ownership of Policy. During the lifetime of the Insured, you may exercise all rights under this policy. You may name or change a new Owner, or a contingent Owner, during the lifetime of the Insured by a written request satisfactory to us. No change of Owner or contingent Owner will take effect until we receive the request at our Home Office. The change will be effective as of the date the request was signed, unless otherwise specified by the Owner, subject to any payment we make or action we take prior to such receipt. If you do not name a contingent Owner, the Insured will be the contingent Owner. If you do not survive the Insured, the contingent Owner will, if living, become the new Owner. Upon proper written notice from you, any prior revocable designation of a contingent Owner or Beneficiary will be voided. Unless otherwise stated, all rights under this policy are vested in you or in your assigns.

Incontestability. After this policy has been in force during the lifetime of the Insured for 2 years from its Policy Effective Date, we will not contest this policy except for any:

- (1) Addition of or change in any rider; or
- (2) Reinstatement.

Representations made to apply for an addition of or change in any rider, or any Reinstatement, that were not included in the original application for this policy, will not be contested, except for fraud, after such addition, change, or Reinstatement has been in force during the lifetime of the Insured for 2 years following its effective date, except for any nonpayment of premiums. However, any rider providing benefits on additional covered Insureds will be contestable as provided in such rider.

Suicide. If within 2 years from the Policy Effective Date the Insured commits suicide, whether sane or insane, we will not pay the Death Benefit. The amount payable by us in place of all other benefits, shall be the sum of the premiums paid, without interest, less the sum of any Debt and the cost of any riders.

Misstatement of Age. If the age of the Insured has been misstated, the amount payable will be that amount which the premium paid would have bought at the correct age. If the correct age is outside the issue age ranges of the policy, a mortality charge and benefit shall be extrapolated.

GENERAL PROVISIONS (Cont'd)

Beneficiary. The Beneficiary of this policy is stated on the application. At any time prior to the death of the Insured, you may name or change a revocable Beneficiary. Any such change must be made in writing. To be binding on us, the change must be signed by you and any irrevocable Beneficiary and must be filed and approved at our Home Office. An irrevocable Beneficiary cannot be changed without the consent of the irrevocable Beneficiary. Unless otherwise specified by you, any such change will take effect as of the date it was signed, subject to any payment made or other action taken by us before the change was received. Unless otherwise provided, the proceeds to be paid at the death of the Insured will be paid in equal shares to those named Beneficiaries who survive the Insured

The interest of the Beneficiary will end at his death if prior to the death of the Insured. If any Beneficiary should die at the same time as the Insured, or within the 24-hour period immediately following the death of the Insured, claim settlement will be made as if such Beneficiary had died before the Insured. Our liability will be discharged to the extent of any payment made or action taken prior to the receipt of proof of the death of such Beneficiary. If the interest of all designated Beneficiaries has ended, the amount payable under this policy will be paid to you or your estate if you are not living at that time.

Assignment. Unless otherwise specified by you, each assignment will take effect on the date you sign the notice of assignment. No assignment of this policy will be binding upon us until it has been filed and approved at our Home Office. Each assignment will be subject to any payment made or action taken by us before receipt of this notice. We will not be responsible for any assignment being valid or sufficient.

Payment of Proceeds. The proceeds payable on the death of the Insured will be paid in one sum to the Beneficiary. All proceeds payable on the Maturity Date or on Surrender of this policy shall be paid in one sum to you, unless an optional mode of settlement is elected from those available at such Maturity Date or date of Surrender.

So far as allowed by law, any proceeds payable under this policy will not be subject to the claims of any payee's creditors or to legal process against any payee. All payments by us under this policy are payable at our Home Office.

Qualification Under Internal Revenue Code. This policy is intended to qualify as a life insurance contract for federal tax purposes. The Death Benefit under the policy is intended to qualify for the federal income tax exclusion. To that end, the provisions of the policy (including any rider, amendment, or endorsement) are to be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary.

Modification. Only an executive officer of our company can change or modify this policy, or waive any of our rights and requirements. Any such changes must be made in writing.

Deferment of Certain Payments. We may postpone the payment of the Surrender Value or making a loan under this policy for not more than 6 months from the date written request is received at our Home Office, except for payment of premiums on any policy that you may have with us.

Termination. All coverage under this policy will terminate when any one of the following occurs:

- (1) You request coverage to terminate;
- (2) The Insured dies;
- (3) This policy matures; or
- (4) The loan value exceeds the Guaranteed Cash Value of this policy.

LOANS

Policy Loan. After the first policy year, a loan will be granted upon the sole security and assignment of this policy to us.

Loan Value. A loan may be made in an amount which, with interest at the rate determined below, will not exceed the Guaranteed Cash Value of this policy at the date to which premium have been paid (but not later than the next Policy Anniversary).

Loan Interest. Interest on loans will accrue on a daily basis from the date of the loan at the rate of 8% (in arrears) compounded annually. Interest unpaid on a Policy Anniversary is added to and becomes a part of the loan principal and also bears interest at the same rate.

Loan Repayment. Repayment of a loan may be made in full or in part at any time before this policy terminates for any reason. However, if this policy is being continued as Reduced Paid-Up Insurance, any Debt which was deducted in determining the amount of such insurance may not be repaid unless this policy is reinstated.

Any Debt will be deducted:

- (1) From the Death Benefit otherwise payable at death; or
- (2) Upon payment or application of the Surrender Value.

If at any time the Guaranteed Cash Value is less than or equal to the Debt, this policy will terminate and have no further value 31 days after notice has been mailed by us to your last known address and any assignee of record.

Automatic Premium Loan. Each premium due and not paid in some other way will be paid automatically by loan on the last day of the Grace Period. Each such premium will be charged against this policy as a policy loan as of its due date. If the Guaranteed Cash Value should be smaller than the Debt plus the unpaid premium, the method of the premium payment will be changed. The new method of premium payment will be that which will allow payment of the next smaller premium which the amount available can pay in full. If the Guaranteed Cash Value should be smaller than the Debt plus the monthly premium the method of premium payment will be changed to allow payment of as large a part of the monthly premium as possible. You may elect to discontinue this policy feature at any time by written notification to us.

POLICY VALUES

Guaranteed Cash Value. The Guaranteed Cash Values are shown in the Table of Nonforfeiture Values. These values are calculated by the Standard Nonforfeiture Value Method using the nonforfeiture factor shown below the Table. The Guaranteed Cash Values shall never be less than the value for the Policy Anniversary shown in the Table, unless this policy is in force under Reduced Paid-Up Insurance. While this policy is in force under Reduced Paid-Up Insurance, the Guaranteed Cash Values are the present value of the future benefits provided by the Reduced Paid-Up Insurance.

NONFORFEITURE PROVISIONS

Surrender Value. If this policy has not been otherwise terminated, you may, upon satisfactory written request, surrender it during the Insured's lifetime for the Surrender Value. The Surrender Value will equal (1) minus (2), where:

- (1) Is the Guaranteed Cash Value; and
- (2) Is the total amount of Debt under this policy.

If a premium is unpaid at the time of surrender, the Surrender Value within the 60 day period commencing with the due date of the first unpaid premium will be the same as on that date. After such 60 day period, if this policy is being continued as Reduced Paid-Up Insurance, the Surrender Value will be the net single premium for such insurance. Such Surrender Value within 31 days after a Policy Anniversary will not be less than the Surrender Value on that Anniversary.

Reduced Paid-Up Insurance. Reduced Paid-Up Insurance will be provided if a premium has not been paid by the end of its Grace Period by Automatic Premium Loan or otherwise, and if this policy has not been surrendered during the Insured's lifetime for the Surrender Value.

The amount of Reduced Paid-Up Insurance will be the level amount of whole life insurance which the Surrender Value will provide when applied as a net single premium at the Insured's then attained age; except that the amount of Reduced Paid-Up Insurance cannot exceed the amount of Death Benefit less Debt existing on the due date of the first unpaid premium. Any excess Surrender Value existing after the purchase of the Reduced Paid-Up Insurance will be paid to you in cash.

Any riders will terminate on the effective date of such Reduced Paid-Up Insurance. Once this policy is being continued as Reduced Paid-Up Insurance, it will remain as such until the policy terminates.

While this policy is being continued as Reduced Paid-Up Insurance you may make a loan upon the terms and conditions listed under the Loans provision.

Basis of Calculation of Values. All guaranteed values, present values and net single premiums are computed based on the following assumptions: (1) This policy is issued based on the Insured's age; and (2) Death occurs at the end of the policy year.

The mortality table and interest rate shown below the Table of Nonforfeiture Values will be used. The values are as great or greater than the minimum values required by the laws of any state or province in which this policy is delivered. A detailed statement of the method of calculating such values and reserves has been filed with the supervising authority of each state or province having jurisdiction.

Any values not shown in the Table of Nonforfeiture Values will be calculated in accordance with this statement. No rider attached to this policy will increase the policy values unless so stipulated.

TABLE OF NONFORFEITURE VALUES

The values shown in this table for any particular Policy Anniversary assume that no premiums are past due as of such anniversary and that there is no Debt to us under this policy. Where an age is shown, the values are those applicable on the Policy Anniversary following the birthday on which that age is attained. The values as of any date other than a Policy Anniversary will be calculated on a basis which makes allowance for the lapse of time and the payment of premiums beyond the Policy Anniversary or the Policy Effective Date, whichever is applicable. Such values will be furnished upon request, as will any values for Policy Anniversaries which are not shown.

Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance	Policy Anniversary	Attained Age of Insured	Guaranteed Cash Value	Reduced Paid-Up Insurance
1	[36	[\$0	[\$0	12	47	\$10,899	\$42,774
2	37	0	0	13	48	12,248	46,318
3	38	604	3,341	14	49	13,644	49,731
4	39	1,591	8,469	15	50	15,089	53,015
5	40	2,616	13,397	16	51	16,580	56,172
6	41	3,680	18,132	17	52	18,116	59,204
7	42	4,784	22,680	18	53	19,697	62,117
8	43	5,927	27,043	19	54	21,322	64,915
9	44	7,110	31,227	20	55]	22,990]	67,604]
10	45	8,332	35,237				
11	46	9,595	39,085				

Nonforfeiture Values and net single premiums are based on the 2001 CSO 50% Male Age Last Birthday Ultimate Mortality Table with compound interest at 4.50% per year. Nonforfeiture Factor: [10.32724].

WHOLE LIFE INSURANCE TO AGE 120
NON-PARTIPATING (NO ANNUAL DIVIDENDS)

L-21848-70