

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life
Product Name: 12FEWL
Project Name/Number: /

Filing at a Glance

Company: PHL Variable Insurance Company
Product Name: 12FEWL
State: Arkansas
TOI: L071 Individual Life - Whole
Sub-TOI: L071.301 Current Assumption - Fixed Premium - Single Life
Filing Type: Form
Date Submitted: 12/07/2012
SERFF Tr Num: TPCI-128732649
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 12FEWL
Implementation: On Approval
Date Requested:
Author(s): Scott Zweig, Joseph Bonfitto, Barbara Slater, Colleen Lyons, Marlene Burghardt, Lois McGuire
, Erica Scherzer, Hayley Stone
Reviewer(s): Linda Bird (primary)
Disposition Date: 12/13/2012
Disposition Status: Approved-Closed
Implementation Date:
State Filing Description:

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life
Product Name: 12FEWL
Project Name/Number: /

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Filed in state of domicile concurrent with this filing.
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 12/13/2012
State Status Changed: 12/13/2012
Deemer Date: Created By: Hayley Stone
Submitted By: Hayley Stone Corresponding Filing Tracking Number:

Filing Description:

PHL Variable Insurance Company (NAIC# 93548)
For Approval Purposes
Form 12FEWL – Level Premium Whole Life Insurance Policy
Form 12FEWLSP – Level Premium Whole Life Insurance Policy Schedule Pages
Form OL4701 – Application for Individual Simplified Whole Life Insurance Part I
Form OL4703 – Supplemental Application for Individual Simplified Whole Life Insurance Part II
Form OL4748 – Supplemental Application for Individual Simplified Whole Life Insurance Part II
Form OL4704 – Policy Beneficiary Designation Form
Form OL4750 - Policy Acceptance Form
Form OL4707 - Policy Acceptance Form
Form 12AIC – Recurring Life Insurance Death Benefit Payment Rider
Form 12EB – Recurring Life Insurance Death Benefit Payment Rider
Form 12INT – Recurring Life Insurance Death Benefit Payment Rider
Form 12LEG – Recurring Life Insurance Death Benefit Payment Rider
Form 12SLI – Recurring Life Insurance Death Benefit Payment Rider
Form 12ACDB – Accidental Death Benefit Rider

Dear Sir or Madam:

We are filing the above-referenced forms for approval with the Commission. The forms are new and are filed in accordance with the applicable statutes and regulations of your jurisdiction, and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, and positioning. The forms will be effective on the date of approval. These forms will be marketed to the general public.

The policy (12FEWL) is a nonparticipating Level Premium Whole Life Insurance Policy. The death benefit is payable as a lump sum upon the death of the insured. This policy is simplified issue, will be issued sex distinct and be offered in the non-qualified market. The policy will not be issued in any employer-employee situations subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964. The issue age range as well as information regarding minimum surrender values and reserves is specified in the enclosed actuarial memorandum. This product will not be marketed with an illustration.

We are also filing for your approval the policy's schedule pages (12FEWLSP). The schedule pages set forth essential product information such as policy minimums and maximums.

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life
Product Name: 12FEWL
Project Name/Number: /

This submission is for specimen purposes only. Other scenarios, such as election of riders, etc., may generate additional text information in the specifications and tables section of the contract's schedule pages (12FEWLSP). Text ordinarily bracketed appears in the schedule pages of the policy. See the attached actuarial memorandum and Statement of Variability for a more complete description.

The Application, form OL4701, (Individual Whole Life Insurance) will be used in simplified issue underwriting situations. The policy is simplified issue with some applications utilizing a telephonic underwriting process. In addition to the customary pre-printing of these forms for use by producers and applicants as paper copies, these forms may also be produced in an electronic format for use with applicants who provide the legally required consents. The electronically generated application signed by the applicant(s) will be identical in content to the filed form.

The Application, form OL4703, (Whole Life Insurance Simplified Issue Application Part II) will be used in simplified issue underwriting situations in which the underwriting questions are asked during the telephonic underwriting process. In that situation the applicant will be asked the questions that appear on this form by an interviewer. When the policy is delivered a completed version of this form, which includes the applicant's answers, will be given to the applicant for their review. A copy will be left with the applicant and a copy will be retained by the company.

The Application, form OL4748, (Whole Life Insurance Simplified Issue Application Part II) will be used in simplified issue underwriting situations in which the underwriting questions are completed by the applicant at the time of application.

The Application, form OL4704, (Beneficiary Designation Form) will be used with applications such as the ones included with this filing in situations in which additional Policy Beneficiaries are listed.

The Application, form OL4750, (Policy Acceptance Form) will be used with applications such as some of the ones included with this filing. This version of the form gives the insured the opportunity to acknowledge delivery and receipt of the policy, the opportunity to attest to the declaration regarding statements made on the date of the application as well as attest to the accuracy of their answers to the questions on form OL4703. It is also used to amend the application form.

The Application, form OL4707, (Policy Acceptance Form) will be used with applications such as some of the ones included with this filing. It gives the insured the opportunity to acknowledge delivery and receipt of the policy and the opportunity to attest to the declaration regarding statements made on the date of the application. It is also used to amend the application form.

The Recurring Life Insurance Death Benefit Payment Rider, form 12AIC, provides a recurring death benefit payment to the designated rider beneficiary upon the death of the insured. Currently this rider is required to be attached to the 12FEWL policy. In order to receive the death benefit, the designated rider beneficiary must survive the insured; traditionally, such a life insurance death benefit has been referred to as a reversionary annuity benefit. Payments are made monthly until the end of the payment period or until the death of the rider beneficiary receiving the payments, whichever occurs first. A premium is paid for this rider and is included as part of the total premium for the policy. There are no administrative charges for this rider and it has no cash value. This rider is similar to form 10RDBS (also a recurring life insurance death benefit rider) approved by the Department on 2/3/2011 (SERFF Tracking #TPCI-126924349).

The Recurring Life Insurance Death Benefit Payment Rider, form 12EB, provides a recurring death benefit payment to the designated rider beneficiary upon the death of the insured. This is an optional rider. In order to receive the death benefit, the designated rider beneficiary must survive the insured; traditionally, such a life insurance death benefit has been referred to as a reversionary annuity benefit. Once payments begin they may be made annually until the end of the payment period or until the death of the rider beneficiary receiving the payments, whichever occurs first. We currently allow up to five of these riders

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life
Product Name: 12FEWL
Project Name/Number: /

to be attached to the policy. If this rider is elected a premium is paid for it as part of the total premium for the policy. There are no administrative charges for this rider and it has no cash value. This rider is similar to form 10RDBS (also a recurring life insurance death benefit rider) approved by the Department on 2/3/2011 (SERFF Tracking #TPCI-126924349).

The Recurring Life Insurance Death Benefit Payment Rider, form 12INT, provides a recurring death benefit payment to the designated rider beneficiary upon the death of the insured. This is an optional rider. In order to receive the death benefit, the designated rider beneficiary must survive the insured; traditionally, such a life insurance death benefit has been referred to as a reversionary annuity benefit. Payments are made monthly until the end of the rider expiry date or until the death of the rider beneficiary receiving the payments, whichever occurs first. We currently allow up to five riders of the version chosen to be attached to the policy. If this rider is elected a premium is paid for it as part of the total premium for the policy. There are no administrative charges for this rider and it has no cash value. This rider is similar to form 10RDBS (also a recurring life insurance death benefit rider) approved by the Department on 2/3/2011 (SERFF Tracking #TPCI-126924349).

The Recurring Life Insurance Death Benefit Payment Rider, form 12LEG, provides a recurring death benefit payment to the designated rider beneficiary upon the death of the insured. This is an optional rider. In order to receive the death benefit, the designated rider beneficiary must survive the insured; traditionally, such a life insurance death benefit has been referred to as a reversionary annuity benefit. Payments are made annually until the rider expiry date or until the death of the rider beneficiary receiving the payments, whichever occurs first. We currently allow up to five of these riders to be attached to the policy. There is a premium paid for this rider that is included as part of the total premium for the policy if the rider is elected. There are no administrative charges for this rider and it has no cash value. This rider is similar to form 10RDBS (also a recurring life insurance death benefit rider) approved by the Department on 2/3/2011 (SERFF Tracking #TPCI-126924349).

The Recurring Life Insurance Death Benefit Payment Rider, form 12SLI, provides a recurring death benefit payment to the designated rider beneficiary upon the death of the insured. This is an optional rider. In order to receive the death benefit, the designated rider beneficiary must survive the insured; traditionally, such a life insurance death benefit has been referred to as a reversionary annuity benefit. Payments are made monthly until the death of the rider beneficiary receiving the payments. If this rider is elected a premium is paid for it as part of the total premium for the policy. There are no administrative charges for this rider and it has no cash value. This rider is similar to form 10RDBS (also a recurring life insurance death benefit rider) approved by the Department on 2/3/2011 (SERFF Tracking #TPCI-126924349).

The Accidental Death Benefit Rider, Form 12ACDB, provides for a benefit in the event of an accidental death of the insured. Currently this rider is automatically attached to the 12FEWL policy. Qualifying requirements are defined in the rider. Payment is made under this rider as a single lump sum. The accidental death benefit may be elected once. This rider is added to eligible policies with no additional premium cost. There is no administrative charge when the rider is exercised.

Flesch Test: A certification has been included.

Any requisite fees and filing documents have been enclosed.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me by phone at (860) 403-6308, or by e-mail at joseph.bonfitto@phoenixwm.com.

Sincerely,

Joseph A. Bonfitto
Compliance Associate

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life
Product Name: 12FEWL
Project Name/Number: /

Company and Contact

Filing Contact Information

Joseph Bonfitto, Director joseph.bonfitto@phoenixwm.com
 One American Row 860-403-6308 [Phone]
 Hartford, CT 06102 860-403-5296 [FAX]

Filing Company Information

PHL Variable Insurance Company	CoCode: 93548	State of Domicile: Connecticut
One American Row	Group Code: 403	Company Type: Life
Hartford, CT 06102	Group Name:	Insurance and Annuities
(860) 403-5000 ext. [Phone]	FEIN Number: 06-1045829	State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$700.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form multiplied by 14 forms
 Per Company: No

Company	Amount	Date Processed	Transaction #
PHL Variable Insurance Company	\$700.00	12/07/2012	65540953

SERFF Tracking #:

TPCI-128732649

State Tracking #:

Company Tracking #:

12FEWL

State: Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life

Product Name: 12FEWL

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/13/2012	12/13/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/12/2012	12/12/2012

Response Letters

Responded By	Created On	Date Submitted
Joseph Bonfitto	12/12/2012	12/12/2012

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life
Product Name: 12FEWL
Project Name/Number: /

Disposition

Disposition Date: 12/13/2012

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	Compliance Certification		Yes
Form	Level Premium Whole Life Insurance Policy		Yes
Form	Level Premium Whole Life Insurance Policy Schedule Pages		Yes
Form	Application for Individual Simplified Whole Life Insurance Part I		Yes
Form	Supplemental Application for Individual Simplified Whole Life Insurance Part II		Yes
Form	Policy Beneficiary Designation Form		Yes
Form	Policy Acceptance Form		Yes
Form	Supplemental Application for Individual Simplified Whole Life Insurance Part II		Yes
Form	Policy Acceptance Form		Yes
Form	Recurring Life Insurance Death Benefit Payment Rider		Yes

SERFF Tracking #:

TPCI-128732649

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

12FEWL

State:

Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life

Product Name:

12FEWL

Project Name/Number:

/

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Recurring Life Insurance Death Benefit Payment Rider		Yes
Form	Recurring Life Insurance Death Benefit Payment Rider		Yes
Form	Recurring Life Insurance Death Benefit Payment Rider		Yes
Form	Recurring Life Insurance Death Benefit Payment Rider		Yes
Form	Accidental Death Benefit Rider		Yes

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life
Product Name: 12FEWL
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/12/2012
Submitted Date	12/12/2012
Respond By Date	01/14/2013

Dear Joseph Bonfitto,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

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

Regulation 19s10B requires that all new or revised filings 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*

SERFF Tracking #:

TPCI-128732649

State Tracking #:

Company Tracking #:

12FEWL

State: Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life

Product Name: 12FEWL

Project Name/Number: /

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/12/2012
Submitted Date	12/12/2012

Dear Linda Bird,

Introduction:

Thank you for your letter of 12/12/2012. Our response to your letter follows below.

Response 1

Comments:

Please see our attached certification.

Related Objection 1

Comments: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

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

Regulation 19s10B requires that all new or revised filings 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 - Item:	Compliance Certification
Comments:	
Attachment(s):	
AR - Compliance Cert 12FEWL.pdf	

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

SERFF Tracking #:

TPCI-128732649

State Tracking #:

Company Tracking #:

12FEWL

State:

Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life

Product Name:

12FEWL

Project Name/Number:

/

I hope this resolves your concerns regarding this submission. If it does not or if you have any further questions or concerns please do not hesitate to contact me by phone at 1-860/403-6308 or by e-mail at joseph.bonfitto@phoenixwm.com.

Thank you for your continued time and attention to this matter.

Sincerely,

Joseph A. Bonfitto

Compliance Associate

Sincerely,

Joseph Bonfitto

State: Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life

Product Name: 12FEWL

Project Name/Number: /

Form Schedule

Lead Form Number: 12FEWL

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Level Premium Whole Life Insurance Policy	12FEWL	POL	Initial		51.770	12FEWL - Remembrance Policy - FINAL.pdf
2		Level Premium Whole Life Insurance Policy Schedule Pages	12FEWLSP	SCH	Initial		51.770	12FEWLSP - Remembrance Policy Sch Pages - FINAL.pdf
3		Application for Individual Simplified Whole Life Insurance Part I	OL4701	AEF	Initial		52.180	OL4701 12-6-12_JOHN DOE.pdf
4		Supplemental Application for Individual Simplified Whole Life Insurance Part II	OL4703	AEF	Initial		56.730	OL4703 12-6-12_JOHN DOE.pdf
5		Policy Beneficiary Designation Form	OL4704	AEF	Initial		50.840	OL4704 12-6-12_JOHN DOE.pdf
6		Policy Acceptance Form	OL4707	AEF	Initial		55.030	OL4707 12-6-12_JOHN DOE.pdf

State: Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life

Product Name: 12FEWL

Project Name/Number: /

Lead Form Number: 12FEWL

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
7		Supplemental Application for Individual Simplified Whole Life Insurance Part II	OL4748	AEF	Initial		56.730	OL4748 12-12_JOHN DOE.pdf
8		Policy Acceptance Form	OL4750	AEF	Initial		55.030	OL4750 12-6-12_JOHN DOE.pdf
9		Recurring Life Insurance Death Benefit Payment Rider	12AIC	CERA	Initial		54.450	12AIC - Additional Income RIDER - FINAL.pdf
10		Recurring Life Insurance Death Benefit Payment Rider	12EB	CERA	Initial		55.430	12EB - Education Benefit RIDER - FINAL.pdf
11		Recurring Life Insurance Death Benefit Payment Rider	12INT	CERA	Initial		50.610	12INT - Income Term RIDER - FINAL.pdf
12		Recurring Life Insurance Death Benefit Payment Rider	12LEG	CERA	Initial		50.020	12LEG - Legacy RIDER - FINAL.pdf
13		Recurring Life Insurance Death Benefit Payment Rider	12SLI	CERA	Initial		50.380	12SLI - Lifetime Income RIDER - FINAL.pdf
14		Accidental Death Benefit Rider	12ACDB	CERA	Initial		56.380	AR - 12ACDB - Accidental DB Rider - FINAL.pdf

SERFF Tracking #:

TPCI-128732649

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

12FEWL

State: Arkansas**Filing Company:**

PHL Variable Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life**Product Name:** 12FEWL**Project Name/Number:** /**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



PHOENIX

PHL VARIABLE INSURANCE COMPANY
A Stock Company

Insured: [JOHN M. PHOENIX]
Policy Number: [11xxxxx]

Face Amount: [\$25,000]
Policy Date: [March 1, 2013]
Plan: [Phoenix Remembrance Life]

PHL Variable Insurance Company (the "Company") agrees, subject to the conditions and provisions of this policy, to pay the Policy Death Benefit to the Beneficiary in a lump sum upon the death of the Insured if such death occurs while the policy is in force, and to provide the other benefits, rights, and privileges of the policy and any attached riders. The Policy Death Benefit will be payable on receipt at the Main Administrative Office of the Company of due proof of the Insured's death and any other satisfactory information we may require to determine liability, subject to applicable provisions of the policy.

We are issuing the policy in consideration of the application and our receipt of the Initial Required Premium at our Main Administrative Office. The provisions of this and the following pages and any attachments make up your entire contract.

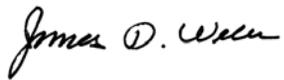
RIGHT TO RETURN THIS POLICY. This policy may be returned within [10] days ([30] days for replacements) after you receive it for a refund of any premium received, less any loans made under this policy. This policy, and any riders, will be void from its beginning. You may return the policy by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

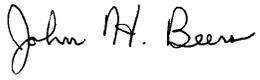
State insurance department telephone number: [xxx-xxx-xxxx].

Main Administrative Office

PHL Variable Insurance Company
[Life Administration
P.O. Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at our Home Office [One American Row, Hartford, Connecticut 06103-2899].

[]
[President]

[]
[Secretary]

READ YOUR POLICY CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company

**Level Premium Whole Life Insurance Policy
Premiums Payable until the Age 121 Anniversary
Policy Death Benefit Payable at Death of Insured
Nonparticipating – Not Eligible for Dividends
Benefits, Premium and Riders are shown in Section 1**

TABLE OF CONTENTS

Section	Provision
1.	Schedule Pages
2.	Table of Values
3.	Definitions
4.	Qualification as Life Insurance
5.	Policy Death Benefit
6.	Coverage At and After Age 121 Anniversary
7.	Premiums
8.	Grace Period and Lapse
9.	Policy Termination
10.	Reinstatement
11.	Loans
12.	Surrender
13.	Basis of Computations
14.	Owner and Policy Beneficiary(ies)
15.	Assignment
16.	Misstatements
17.	Suicide Exclusion
18.	Incontestability
19.	The Entire Contract
20.	Annual Statement
21.	Claims of Creditors
22.	Right to Defer Payment of Benefits
23.	Conformity with Interstate Insurance Product Regulation Commission Standards

SECTION 3: Definitions

The term “**Age**” means, on any given date, the age of the person in question at his or her last birthday.

The term “**Age 121 Anniversary**” means the Policy Anniversary on or after the Insured's 121st birthday.

The term “**Attained Age**” means, on any given date, the Age at issue plus the number of whole years that have elapsed since the Policy Date.

The term “**Business Day**” means any day that we are open for business.

The term “**Cash Surrender Value**” means the Cash Value adjusted for any Policy Debt less any due and unpaid premium.

The term “**Cash Value**” means the applicable value indicated in the Table of Guaranteed Values in Section 2.

The term “**due proof of death**” means a certified death certificate, or other lawful evidence providing equivalent information, and proof of the claimant's interest in the Policy Death Benefit.

The term “**Face Amount**” means the value as shown in Section 1.

The term “**in force**” means the policy is in effect and has not terminated or otherwise gone into default in accordance with Section 8.

The terms “**in writing**,” “**written notice**,” and “**written request**” mean a written form signed by you, satisfactory to us and received at our Home Office or Main Administrative Office, or such other medium, electronic or otherwise that we may make available.

The term “**Initial Required Premium**” means the minimum premium needed to put the policy in force and is shown in Section 1.

The term “**Premium Mode**” means the frequency with which premiums are paid. The total modal premium amounts are shown in Section 1.

The term “**lapse**” means the policy is no longer in force and all coverage under the policy has terminated.

The term “**notice**” means that whenever we are required to give notice to you, it shall be deemed given if we mail it to you and, unless otherwise specified, to the assignee of record, if any, in a postage-paid envelope mailed by first class mail to the last known address of record from our Main Administrative Office. If you agree, we may also provide notice by an electronic medium.

The term “**Policy Anniversary**” means the same day and month of each year as the Policy Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Policy Beneficiary**” means the beneficiary of the Policy Death Benefit under this policy. The Policy Beneficiary is set forth in the application. Any attached riders may have different beneficiaries.

The term “**Policy Date**” means the date shown in Section 1. This is the date that the policy is in force.

The term “**Policy Death Benefit**” means the lump sum death benefit amount paid to the Policy Beneficiary(ies) upon the death of the Insured under the base policy. The Policy Death Benefit equals the Face Amount less any Policy Debt.

The term “**Policy Debt**” means unpaid loans including any accrued unpaid interest.

The term “**Policy Premium**” means that portion of the premium that is allocated to the Policy Death Benefit under this policy. The remaining premium may be allocated to one or more riders as indicated in Section 1.

The term “**Policy Year**” means, with respect to the first Policy Year, the one-year period beginning on the Policy Date up to, but not including, the first Policy Anniversary. Each subsequent Policy Year is the one-year period beginning on a Policy Anniversary up to, but not including, the next Policy Anniversary.

The term “**Premium Due Date**” means, the date upon which the required premiums are due. The premium after the Initial Required Premium and all subsequent premiums are due pursuant to the payment mode chosen by you and shown in Section 1. Premium Due Dates are based on the Policy Date.

The term “**Rider Premium**” means that portion of the premium that is allocated to the benefit provided by any riders attached to this policy. This premium may be allocated to one or more riders.

The term “**Risk Classification**” means the Risk Classification shown in Section 1. The Risk Classification may not be changed by you under any circumstances once the policy has been issued.

The term “**Total Required Premium**” means the premium paid for the Policy Death Benefit under this policy and for any rider benefit provided by any riders attached to this policy.

The terms “**we**,” “**us**,” and “**our**” refer only to the Company.

The terms “**you**” and “**your**” refer only to the Owner of this policy.

SECTION 4: Qualification as Life Insurance

The provisions of this policy are to be interpreted to ensure and maintain qualification as a life insurance contract under the Internal Revenue Code ("Code"). We reserve the right to make any reasonable adjustments to the terms or conditions of this policy; including distributions from the policy to the extent we deem it necessary, in order to maintain such qualification. This provision should not be construed to guarantee that this policy will receive income tax treatment as life insurance or that the income tax treatment of life insurance will never be changed by the future actions of any tax authority.

The policy is designed to qualify as a life insurance contract under the Code by use of the Cash Value Accumulation Test as defined in section 7702 of the Code. We reserve the right to refuse any premium payments that would cause the policy to fail the Test and to make any appropriate adjustment in the Policy Death Benefit to maintain compliance with this Test. In no event, however, will we refuse to accept any premium necessary to prevent the policy from terminating.

In addition to qualification as a life insurance contract under the Code, the policy will also be tested to determine if it will be classified as a Modified Endowment Contract (MEC) under the Code. A policy will be classified as a MEC if the premiums paid exceed the actuarially computed MEC limit set forth the Code. Lifetime distributions, including loans, from a MEC are includible in taxable income at the time of the distribution; the includible amount is limited to the amount of policy gain. MEC status does not impact the income tax treatment of death benefits. MEC status cannot be changed.

SECTION 5: Policy Death Benefit

The Policy Death Benefit is paid in a lump sum. Any death benefit payable by rider is payable as set forth therein.

If the Insured dies while the policy is in force, we will pay the Policy Death Benefit to the Policy Beneficiary upon receipt of due proof of death of the Insured, and any other satisfactory information we may require to determine liability, subject to applicable provisions of the policy.

If the Insured dies on or after the date we receive a written request at our Main Administrative Office from you to surrender the policy, no Policy Death Benefit will be paid. We will pay the amount payable under the Surrender provision instead.

Any outstanding Policy Debt at the time of the Insured's death will be subtracted from the Face Amount to determine the Policy Death Benefit amount that is payable.

We will pay interest on any Policy Death Benefit in a lump sum from the date of death to the date of payment. The interest rate will be that which we are paying for funds left on deposit with us as of the date of death. Additional interest at the rate of 10% annually will accrue on the Policy Death Benefit beginning 31 calendar days from the latest of:

- (a) the date we receive due proof of death;
- (b) the date we receive satisfactory information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the Policy Death Benefit; and
- (c) the date that legal impediments to payment of the Policy Death Benefit that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to, (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors, and administrators or the establishment of UTMA/UGMA accounts if the payee is a minor; and (iii) the submission of information required to satisfy state and federal reporting requirements.

SECTION 6: Coverage At and After Age 121 Anniversary

Coverage under this policy at and after the Age 121 Anniversary is subject to the conditions specified below.

The Policy Death Benefit will equal [101%] of the Face Amount less any outstanding Policy Debt.

Loan interest will not continue to be charged if there is an outstanding loan on the Age 121 Anniversary. We will not accept any further premium payments unless such premium payments are necessary to keep the policy in force. Other provisions of the policy including the Loans provision will still be in effect.

SECTION 7: Premiums

No insurance under this policy will take effect until we approve issuance of this policy and the conditions specified in the application form have been satisfied, including our receipt of the Initial Required Premium shown in Section 1. The Insured must be alive when the Initial Required Premium is paid. The Initial Premium Mode shown in Section 1 will apply for all premiums unless you make a written request to change to a different Premium Mode also shown in Section 1. The new Premium Mode will be effective upon our approval of the change.

The total annual premium is shown in Section 1. Premiums are paid on the Premium Due Date as defined in Section 3. If you select a mode of premium payment other than annual, the total premium for that payment mode will also be shown in Section 1. All premiums are payable on the Premium Due Date at our Main Administrative Office. A receipt for premium payments signed by one of our executive officers will be provided upon request.

No right to refund shall exist with respect to any premium payment except as stated in this policy. If a premium is not paid when due or within the Grace Period, the policy will lapse as provided in Section 8.

If a payment is received prior to the Policy Date, it will be processed as if received on the Policy Date.

SECTION 8: Grace Period

This policy and any riders will go into default if due and unpaid premium is not paid on or before the Premium Due Date and in the applicable amount shown in Section 1. A Grace Period of 60 days from the Premium Due Date will be allowed for the payment of all overdue premiums. The policy will remain in force during the Grace Period.

If any due and unpaid premiums have not been received by the end of the Grace Period, (or if sent by U.S. Mail, are not postmarked within the Grace Period), the policy and any riders will lapse.

If the Insured dies during the Grace Period and while the policy is in default, we will deduct from the Policy Death Benefit all premiums due and unpaid as of the date of the Insured's death.

In the event this policy lapses due to the failure to pay any due and unpaid premiums and there is still remaining Cash Surrender Value, you may make a written request to take the remaining Cash Surrender Value as a lump sum payment within 60 days after the Premium Due Date. Should you not make such request and there is remaining Cash Surrender Value, your coverage will continue automatically under the Reduced Paid-Up Death Benefit Option described below. Should there be no remaining Cash Surrender Value at the end of the Grace Period the policy will terminate.

Reduced Paid-Up Death Benefit Option

Under this option, the policy is continued as paid-up insurance. The amount of paid-up insurance is the amount shown in Section 2 adjusted for Policy Debt. This amount will not increase. You may surrender Reduced Paid-Up insurance later by written request if you so choose. If you choose to surrender, the Cash Surrender Value will be calculated as the net single premium, based on the Insured's current age using the mortality and interest rates referred to in the Basis of Calculations in Section 2, multiplied by the Reduced Paid-Up Face Amount. Once this option is elected we will not accept nor require any further premium payments. At such time as the policy is continued under the Reduced Paid-Up Death Benefit Option any riders attached to this policy may terminate pursuant to their terms. Please review your riders for further details.

SECTION 9: Policy Termination

This policy will terminate automatically on the earliest of:

- (1) The date the Insured dies;
- (2) The date the Policy Debt exceeds the Cash Value and is not repaid as provided in Section 11; or
- (3) The date the Grace Period expires due to the non payment of premiums without any remaining Cash Surrender Value; or
- (4) The date the policy is surrendered for its Cash Surrender Value.

Unless a rider specifically states otherwise, no riders will be in effect after the policy terminates.

SECTION 10: Reinstatement

If the Grace Period expires due to the nonpayment of premiums causing the policy to either terminate or go into Reduced Paid-Up Death Benefit status you may reinstate this policy while the Insured is alive within three years from the date the policy goes into default, as is described in Section 8.

The policy may not be reinstated if it was terminated due to the Policy Debt exceeding the Cash Value, if it was surrendered for its Cash Surrender Value or if the date of reinstatement would be on or after the Age 121 Anniversary.

We will not approve a request for reinstatement until we receive at our Main Administrative Office all of the following:

- (1) A written request for reinstatement;
- (2) Evidence of insurability satisfactory to us;
- (3) Payment of any outstanding Policy Debt as of the date of default, plus loan interest from the date of default to the date of Reinstatement; and
- (4) Payment of any due and unpaid premiums with interest from their Premium Due Dates to the date of Reinstatement. The interest will be at a rate of 6% per year, compounded annually.

The required payment must be made within 30 days after the date we approve your request for reinstatement.

SECTION 11: Loans

While this policy is in force and there is a remaining Available Loan Amount, a loan up to the Available Loan Amount may be obtained by written request. .

To obtain a loan, we may require a loan agreement from you, since the policy is the only security for the loan. If there is a rider to this policy under which there is a surviving irrevocable beneficiary, we may require the written consent of each such beneficiary to the loan.

We may defer loans as provided by law or as provided in Section 22.

Loans may not be taken if the policy is in the Grace Period as described in Section 8 except when used to make a premium payment for this policy or another policy issued by us.

Available Loan Amount

The Available Loan Amount is as indicated in Section 1.

Loan Interest Charged

Loan interest will accrue on a daily basis from the date of the loan, and is payable in arrears on each Policy Anniversary and on the date the loan is settled. Loans will be charged interest at a rate equal to the Guaranteed Policy Loan Interest Rate shown in Section 1. In the event that you do not pay the loan interest charged in a Policy Year, such amount will be added to the Policy Debt on the Policy Anniversary.

If the Policy Debt ever exceeds the Cash Value the policy and any riders are subject to termination. At least 60 days prior to termination of coverage, we will send notice to your last known address, specifying the amount you must pay to bring the policy out of default. If we have notice of a policy assignment on file at our Main Administrative Office, we will also mail a copy to the assignee on record of the notice of the amount due.

Loan Repayment

You may repay the Policy Debt in whole or in part at any time prior to the death of the Insured and while the policy is in force.

SECTION 12: Surrender

Surrender of the Policy

Prior to the death of the Insured and while this policy is in force, you may request, in writing, to surrender this policy for its Cash Surrender Value. We will process the request and pay the Cash Surrender Value as long as we have not received due proof that the Insured died prior to the date of your request to surrender the policy. If we have received due proof that the Insured died prior to the date we received your written request to surrender the policy we will pay the Death Benefit. The written request must be in a form satisfactory to us, and include a release and surrender of all claims under this policy signed by you, any assigns, and any surviving irrevocable beneficiaries, as well as any tax withholding information as we may reasonably require. If there is a rider to this policy under which there is a surviving irrevocable beneficiary, we may require the written consent of each such beneficiary to the surrender request.

Upon surrender, any riders attached to this policy will terminate without value.

We may defer payment of the Cash Surrender Value as provided by law or as provided in Section 22.

If the surrender is requested within 30 days after a Policy Anniversary, the Cash Surrender Value shall not be less than the Cash Value on the Policy Anniversary less any Policy Debt, including unpaid interest, incurred since the Policy Anniversary. The Cash Surrender Value can never be less than zero.

SECTION 13: Basis of Computations

All cash values and paid-up nonforfeiture benefits available under the policy are not less than the minimum values and benefits required by or pursuant to the NAIC Standard Nonforfeiture Law for Life Insurance, model #808.

The method of computation of the values under this policy has been filed as may be required with the Interstate Insurance Product Regulation Commission. For further details, please see Section 2.

SECTION 14: Owner and Policy Beneficiary(ies)

The Insured is the Owner of this policy, unless otherwise provided in the application or if ownership is changed by later transfer of ownership. Your request to transfer ownership must be by a written request, satisfactory to us, and filed at our Main Administrative Office. Transfer of ownership takes effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by the Company before receipt of this notice at our Main Administrative Office. The Insured may not be changed.

While the Insured is living, the Owner may exercise all rights provided by this policy or allowed by us. Consent of any Beneficiary not irrevocably named is not required. If there is no surviving Policy Beneficiary upon the death of the Insured, you will be the Policy Beneficiary, but if you were the Insured, your estate will be the Policy Beneficiary. Policy Beneficiaries may, but need not, be beneficiaries under any attached riders that permit the designation of rider beneficiaries.

Any Policy Death Benefit that becomes payable will be paid to the Policy Beneficiaries as stated in the application, as later changed, or in equal shares to such Policy Beneficiaries if no such designation has been made.

Unless otherwise stated, any identification of a Policy Beneficiary by reference to a relationship will be considered to be that person's relationship to the Insured. Payments will be made successively in the following order:

- (a) Primary Policy Beneficiaries living at the death of the Insured;
- (b) Contingent Policy Beneficiaries living at the death of the Insured, if any, provided no Primary Policy Beneficiary is living at the death of the Insured;
- (c) You, or if not living, your executor or administrator, provided no Primary or Contingent Policy Beneficiary is living at the death of the Insured, or in the absence of a Policy Beneficiary designation.

You may change the Policy Beneficiary by written notice filed with us at our Main Administrative Office. When we receive it, the change will take effect as of the date it was signed by you. However, the change will be subject to any payments made or actions taken by us before we received the notice at our Main Administrative Office. Please note that if this policy was issued with riders the Rider Beneficiary(s) may be different than the Policy Beneficiary(s). Such riders may prohibit a change of the Rider Beneficiary(s). Details concerning Rider Beneficiary(s) are included in any applicable riders.

SECTION 15: Assignment

You may, by written notice, assign any interest in this policy without the consent of any person other than an irrevocable beneficiary. The assignment or a certified copy of it must be filed with us at our Main Administrative Office. When filed, it will bind us as of the date you sign it, subject to any payments made or action taken by us before such filing. We shall not be responsible for the validity or sufficiency of any assignment. The rights of a beneficiary under the life insurance policy (including any riders) are subordinate to those of an assignee, unless the beneficiary was effectively designated as an irrevocable beneficiary prior to the assignment.

SECTION 16: Misstatements

If the age or sex of the Insured has been misstated, we will adjust the Face Amount and any other benefit to the amount that the most recent premium paid would have purchased at the correct age and sex.

SECTION 17: Suicide Exclusion

If the Insured, whether sane or insane, dies by suicide within two years from the Policy Date, or within two years from any reinstatement of the policy, and while the policy is in force, this policy, and any attached riders, will automatically terminate. No benefits will be paid under the policy or any riders.

Our liability shall be limited to payment of an amount equal to the premiums paid for this policy, and any attached riders, less any Policy Debt.

SECTION 18: Incontestability

This policy shall be incontestable after it has been in force during the lifetime of the Insured for two years from the Policy Date, except as required by state law. In the case of reinstatement, this policy shall be incontestable after it has been in force during the lifetime of the Insured for two years from the date of reinstatement.

The two year limitation on contestability shall not apply to (i) non-payment of premiums and (ii) fraud in the procurement of the policy, if permitted by applicable law in the state or jurisdiction where the policy is delivered or issued for delivery.

While insurance is contestable, we may either rescind the insurance or deny a claim on the basis of:

1. A material misstatement in the application for this policy; or
2. A material misstatement in the reinstatement application if there has been a reinstatement of this policy.

SECTION 19: The Entire Contract

The written application for the policy is attached to the policy at issue. This policy, including the Schedule Pages, any riders, amendments, or endorsements to it, and the application for it, including any verbal or electronic statements as defined below, constitute the entire contract between you and us.

We rely on all statements made by or for the Insured in the written application (including any supplemental or reinstatement application) or on verbal or electronic statements for which you have received notice that the responses are part of your application. Each oral, written or electronic statement made in an application will, in the absence of fraud, be deemed a representation and not a warranty. No statement will be used to void this policy or in defense of a claim under this policy unless:

1. It is contained in the application or in a supplemental or reinstatement application or was provided to us in any manner, including verbally or electronically in connection with any application; and
2. A copy of that application is attached to or endorsed upon this policy when issued or made a part of this policy when changes become effective.

We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule or regulation, including but not limited to requirements for life insurance policies under the Internal Revenue Code or of any state. We will provide you with a copy of any such change, and file such a change if required under applicable state law.

Any change in the provisions of the policy, including modifying the policy, waiving any of its conditions, or making an agreement for the Company, to be in effect, must be in writing and signed by one of our executive officers. We have the right to correct any clerical errors in this policy, or in our administration of the policy.

Revised Schedule Pages

The Schedule Pages issued with the policy show the initial policy data in effect for this policy on the Policy Date. Some of the policy data may change by an action you request or take, or by a change you make. Any of these changes will be reflected in Revised Schedule Pages or an endorsement which supplements or restates the Schedule Pages and shows the effective date of the change.

SECTION 20: Annual Statement

Within 30 days after each Policy Anniversary, we will send you, without charge, a report for the preceding Policy Year, which includes:

1. The current Cash Value and Policy Death Benefit;
2. Any outstanding Policy Debt and
3. Any other information required by applicable law in the state in which this policy was delivered.

SECTION 21: Claims of Creditors

To the extent allowed by law, the proceeds under this policy shall not be subject to the claims of creditors and shall be exempt from legal process, levy or attachment. These proceeds and payments may not be assigned or withdrawn before becoming payable without our agreement.

SECTION 22: Right to Defer Payment of Benefits

We reserve the right to defer payment of the Cash Value and policy loans, for up to six months, except when used to make a premium payment for this policy or another policy issued by us.

SECTION 23: Conformity with Interstate Insurance Product Regulation Commission Standards

This policy was approved under the authority of the Interstate Insurance Product Regulation Commission (the "Commission"), and issued under the Commission standards. Any provision of the policy that on the provision's effective date is in conflict with the Commission's standards for this product type is hereby amended to conform to the Commission's standards for this product type as of the provision's effective date.



**Level Premium Whole Life Insurance Policy
Premiums Payable until the Age 121 Anniversary
Policy Death Benefit Payable at Death of Insured
Nonparticipating – Not Eligible for Dividends
Benefits, Premium and Riders are shown in Section 1**

SECTION 1: Schedule Pages

POLICY NUMBER: [11xxxx]

Specifications

Insured: [John M. Phoenix]
Insured's Age at Policy Date: [35]
Insured's Sex: [Male]
Plan: [Phoenix Remembrance Life]

Owner: [John M. Phoenix]
Policy Beneficiary: As designated in the application
Policy Date: [March 1, 2013]
Risk Classification: [Preferred / Standard]
Face Amount: \$[25,000]
Modified Endowment Contract: [Yes/ No]

Premiums**Annual Premiums**

Required Policy Premium: \$[492.65]
Required Rider Premium: \$[61.50]
Required Total Premium: \$[554.15]

Total Required Premium by Premium Mode

Annual	Semiannual	Quarterly	Monthly EFT
\$[554.15]	\$[288.16]	\$[144.08]	\$[47.10]

Initial Required Premium: \$[47.10]

Initial Premium Mode: [Monthly]

Loans

Guaranteed Policy Loan Interest Rate: [8]%
Available Loan Amount: [100%] of Cash Value

SECTION 1: SCHEDULE PAGES (continued)

POLICY NUMBER: [11xxxx]

[Rider Information

Rider	Rider Beneficiary	Rider Date	Annual Rider Premium	Rider Charge	Rider Expiry Date
[12AIC – Additional Income Coverage Rider	Mary Phoenix	March 1, 2013	\$xx,xxx.xx	N/A	See Rider
12SLI – Lifetime Income Rider	Sam Phoenix	March 1, 2013	\$xx,xxx.xx	N/A	Not Applicable
12EB – Education Benefit Rider	Jim Phoenix	March 1, 2013	\$xx,xxx.xx		See Rider
12LEG – Legacy Rider	Sue Phoenix	March 1, 2013	\$xx,xxx.xx	N/A	See Rider
12INT – Income Term Rider	Sue Phoenix	March 1, 2013	\$xx,xxx.xx	N/A	See Rider
11ADBT – Accelerated Death Benefit Rider	N/A	March 1, 2013	Not Applicable	See Rider	Not Applicable
11ADBCI – Accelerated Death Benefit Rider	N/A	March 1, 2013	Not Applicable	See Rider	Not Applicable
12ACDB – Accidental Death Benefit Rider	N/A	March 1, 2013	Not Applicable	N/A	Not Applicable]]

SECTION 2: Table of Values

POLICY NUMBER: [11xxxxx]

Table of Guaranteed Values

The table below shows certain values of this policy that are guaranteed, provided:

1. The Total Required Premium as shown in Section 1 has been paid as agreed in the application;
2. No Loans are outstanding against the policy.

Upon request, we will furnish values for dates and ages not shown in the table.

Issue Age [35]

End of Policy Year	Cash Value	Reduced Paid-Up Face Amount
1	[\$0.00	\$0.00
2	\$0.00	\$0.00
3	\$124.30	\$624.72
4	\$358.38	\$1,733.43
5	\$601.36	\$2,799.61
6	\$852.98	\$3,822.74
7	\$1,113.21	\$4,803.75
8	\$1,381.81	\$5,742.98
9	\$1,658.56	\$6,641.36
10	\$1,943.50	\$7,500.88
11	\$2,236.67	\$8,322.90
12	\$2,538.61	\$9,110.56
13	\$2,850.76	\$9,868.56
14	\$3,174.60	\$10,600.52
15	\$3,509.95	\$11,306.27
16	\$3,856.21	\$11,984.71
17	\$4,212.62	\$12,635.35
18	\$4,578.50	\$13,258.47
19	\$4,953.37	\$13,854.87
20	\$5,335.67	\$14,423.32
At Age[65]	\$9,555.04	\$18,890.96
On or After the Age[121] Anniversary	\$25,000.00	\$25,000.00]

Basis of Calculations: 2001 Commissioners' Standard Ordinary Mortality Smoker Distinct Ultimate Sex Distinct Table (Age Last Birthday) for the Insured's Sex, Age, and [4.50%] effective annual interest rate.

[There are no cash values or reduced paid-up values associated with any riders attached to the policy.]



PHL Variable Insurance Company (Phoenix)

Regular Mail: PO Box 8027, Boston MA 02266-8027

Overnight Mail: 30 Dan Rd., Suite 8027, Canton MA 02021-2809

Application for Individual Simplified

Whole Life Insurance

(Phoenix Remembrance Life)

Part I

Please print and use black ink. Any changes must be initialed by the Owner.

Section 1 – Proposed Insured Information

Form with fields for Name (John Doe), Gender (M), Date of Birth (02/13/1961), Social Security Number (123-45-6789), Marital Status (Divorced), Birth State (CT), Birth Country (USA), U.S. Citizen (Yes), Driver's License # (123-6543), State (CT), Income (\$ 86,000/yr), Net Worth (\$ 625,000), Residence Street Address (5 Main Street), City (Anycity), State (CT), ZIP Code (12345), Home Phone # ((555) 555-5555), Work Phone # ((555) 123-4567), Cellular Phone # ((555) 987-6543), Best # to reach Insured (Cellular), Best time to reach Insured (Evenings), Current Employer (XYZ Savings & Loan), Current/Former Occupation, Years of Service, Email Address (jdoe123@email.com), Employer Street Address (123 4th Avenue), City (Anycity), State (CT), ZIP Code (12345), Employer's Phone # ((555) 123-7654).

Section 2 – Screening Questions

IF THE PROPOSED INSURED ANSWERED "YES" TO ANY QUESTIONS (1-14) BELOW, COVERAGE IS NOT AVAILABLE UNDER THIS PLAN AND THE APPLICATION SHOULD NOT BE COMPLETED OR SUBMITTED.

To the best of your knowledge and belief:

Screening questions 1-6 with Yes/No options. Question 1: In the past year have you been diagnosed, treated, or been given medical advice by a physician or other health care provider, for any terminal illness (life expectancy of 12 months or less)? Question 2: In the past 2 years, have you been diagnosed, treated, tested positive for or been given medical advice by a physician or other health care provider for: Alzheimer's disease; amyotrophic lateral sclerosis (ALS), aneurysm, cancer (excluding basal cell), chronic obstructive pulmonary disease (COPD) cirrhosis, dementia, coma, cystic fibrosis, Down's Syndrome, disorder of the blood, (excluding Human Immunodeficiency Virus) hemophilia, hepatitis B or C, Huntington's Disease, disorder of the immune system, Leukemia, multiple myeloma, multiple sclerosis, organ transplant, paralysis, Parkinson's Disease, stroke, schizophrenia, transient ischemic attack (TIA) or mini-stroke? Question 3: Have you ever been diagnosed, treated, or been given medical advice by a physician or other health care provider for more than one occurrence of cancer (excluding basal cell) or cancer that has spread (metastasis)? Question 4: In the past 2 years, have you been diagnosed, treated, or been given medical advice by a physician or other health care provider for: angina (chest pain), angioplasty, balloon procedure, cardiomyopathy, congestive heart failure (CHF), coronary artery disease (CAD), coronary artery bypass, heart attack, heart disease, heart surgery, myocardial infarction, pacemaker, pulmonary hypertension, stent placement, transplant or valve replacement. Question 5: In the past 2 years, have you been scheduled or advised to have any diagnostic tests (excluding Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome test) or surgery not yet performed or for which the results have not been received? Question 6: Have you ever been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)?

Complete questions 7-9 if the Proposed Insured is age 59 or younger at time of application:

Screening questions 7-9 with Yes/No options. Question 7: In the past 5 years, have you received counseling or treatment for alcoholism or drug dependency or been advised by a physician or other health care provider to discontinue use of alcohol? Question 8: In the past year have you filed bankruptcy? Question 9: Are you currently incarcerated, on probation or parole?

Section 2 continued on next page.

Section 2 – Screening Questions – continued

Complete questions 10-14 if the Proposed Insured is age 60 or older at time of application:

To the best of your knowledge and belief:

10. Do you currently require the assistance of another person for: bathing, dressing, eating, toileting, transferring or the management of bowel or bladder problems?	Yes <input type="radio"/> No <input type="radio"/>
11. Are you currently confined to a bed, received or been advised to have care in any of the following: assisted living facility, home health care, hospice care, or nursing home?	Yes <input type="radio"/> No <input type="radio"/>
12. In the past year, have you used or been advised to use supplemental oxygen to assist in breathing, required use of a wheelchair due to chronic illness or disease, amputation due to disease, diabetic coma, diabetic shock or had renal dialysis?	Yes <input type="radio"/> No <input type="radio"/>
13. Have you been hospitalized 3 or more times in the last 12 months?	Yes <input type="radio"/> No <input type="radio"/>
14. In the past 2 years, have you received counseling or treatment for alcoholism or drug dependency or been advised by a physician or other health care provider to discontinue use of alcohol?	Yes <input type="radio"/> No <input type="radio"/>

All applicants must answer additional underwriting questions. Please select one of the following:

1. Please contact me for a telephone interview at the number and time indicated in Section 1.
 2. I will complete a telephone interview at point of sale.
 3. I will complete and submit a paper Part II of this application.

Section 3 – Ownership – Complete only if Owner is not the Insured.

Owner's Name – First	Middle	Last	Social Security Number/Tax ID	Date of Birth (mm/dd/yyyy)		
Owner's Street Address (include Apt #)			City	State	ZIP Code	Home Telephone # ()
Relationship to Proposed Insured		Email Address				

Section 4 – Coverages Applied for

Base Policy

Base Policy Face Amount \$ 25,000

Complete Policy Beneficiary designation below. **Note:** Policy Beneficiary(ies) indicated below will receive the policy death benefit. If there are additional Policy Beneficiaries to be named, please use separate Additional Policy Beneficiary Designation Form. Rider beneficiaries are named separately. Percentages must equal 100%.

1. Primary Policy Beneficiary Information:

Name – First	Middle	Last	Social Security Number/Tax ID	Date of Birth (mm/dd/yyyy)		
Joey		Doe	789-65-4321	02/25/1990		
Relationship to Proposed Insured – Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Civil Union Partner <input checked="" type="radio"/> Child <input type="radio"/> Other _____				Percentage <u>100%</u>		
Street Address (include Apt #)			City	State	ZIP Code	Home Telephone # ()
12 Main Street			Anycity	CT	12345	(555) 676-7676

2. Primary Policy Beneficiary Information:

Name – First	Middle	Last	Social Security Number/Tax ID	Date of Birth (mm/dd/yyyy)		
Relationship to Proposed Insured – Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Civil Union Partner <input type="radio"/> Child <input type="radio"/> Other _____				Percentage _____		
Street Address (include Apt #)			City	State	ZIP Code	Home Telephone # ()
						()

Section 4 – Coverages Applied for – continued

Additional Income Coverage Rider

Additional Income Coverage Rider Amount \$ 10,000

Complete Additional Income Coverage Rider Beneficiary designation below, or select one of the following:

- Same as Policy Beneficiary #1 Same as Policy Beneficiary #2

Note: Rider Beneficiary cannot be changed after policy issue.

1. Rider Beneficiary Information:

Name – First	Middle	Last	Gender M <input type="radio"/> F <input type="radio"/>	Social Security Number/Tax ID	
Date of Birth (mm/dd/yyyy)		Relationship to Proposed Insured - Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Child <input type="radio"/> Civil Union Partner <input type="radio"/> Other _____			
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

Section 5 – Additional Riders – Complete only if you are electing additional riders.

Lifetime Income Rider – Complete this section ONLY if you are electing the Lifetime Income Rider.

Monthly Benefit Amount \$ _____

Complete Lifetime Income Rider Beneficiary designation below, or select one of the following:

- Same as Policy Beneficiary #1 Same as Policy Beneficiary #2

Note: Rider Beneficiary cannot be changed after policy issue.

1. Rider Beneficiary Information:

Name – First	Middle	Last	Gender M <input type="radio"/> F <input type="radio"/>	Social Security Number/Tax ID	
Date of Birth (mm/dd/yyyy)		Relationship to Proposed Insured - Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Child <input type="radio"/> Civil Union Partner <input type="radio"/> Other _____			
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

Income Term Rider – Complete this section ONLY if you are electing the Income Term Rider.

Monthly Benefit Amount \$ _____

Complete Income Term Rider Beneficiary designation below, or select one of the following:

- Same as Policy Beneficiary #1 Same as Policy Beneficiary #2

Note: Rider Beneficiary cannot be changed after policy issue.

1. Rider Beneficiary Information:

Name – First	Middle	Last	Gender M <input type="radio"/> F <input type="radio"/>	Social Security Number/Tax ID	
Date of Birth (mm/dd/yyyy)		Relationship to Proposed Insured - Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Child <input type="radio"/> Civil Union Partner <input type="radio"/> Other _____			
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

Education/Legacy Rider – Complete this section ONLY if you are electing Education and/or Legacy Riders.

- Select one or both riders for each Rider Beneficiary entered.
- Only Education Riders may be elected.
- Only Legacy Riders may be elected.
- Note: Rider Beneficiary(ies) and Rider selection cannot be changed after policy issue.

1. Rider Beneficiary:
 Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

2. Rider Beneficiary:
 Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

3. Rider Beneficiary:
 Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

4. Rider Beneficiary:
 Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

5. Rider Beneficiary:
 Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

Rider Beneficiary Section continues on next page.

Education/Legacy Rider – continued.

6. Rider Beneficiary:

Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

7. Rider Beneficiary:

Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

8. Rider Beneficiary:

Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

9. Rider Beneficiary:

Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

10. Rider Beneficiary:

Education Rider – Annual Benefit Amount \$ _____ Legacy Rider – Annual Benefit Amount \$ _____

Name – First		Middle	Last		
Gender M <input type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy)		Social Security Number/Tax ID		
Street Address (include Apt #)		City	State	ZIP Code	Home Telephone # ()

Section 8 – Insurance History

1. Do you plan to replace (in whole or in part) now or in the future any existing life insurance or annuity contract with this policy? (If "Yes", provide details below and complete appropriate replacement form)	Yes <input type="radio"/> No <input checked="" type="radio"/>	
2. Do you plan to utilize values from any existing life insurance policy or annuity contract (through loans, surrenders or otherwise) to pay initial premium for this policy? (If "Yes", provide details below and complete appropriate replacement form)	Yes <input type="radio"/> No <input checked="" type="radio"/>	
3. Are there any life insurance policies or annuity contracts owned by, or on the life of, the applicant, or the insured, or the owner, or the annuitant? (If "Yes", complete appropriate replacement form)	Yes <input type="radio"/> No <input checked="" type="radio"/>	
4. Amounts of coverage in force and amounts of coverage applied for at other carriers. \$ _____ in force \$ _____ applied for amounts covered with other carriers		
Company Name	Amount	Policy/Contract Number

Section 9 – Authorization To Obtain Information

I authorize any licensed physician, health care practitioner, hospital, medical laboratory, pharmacy or pharmacy benefit manager, clinic or other medically-related facility, insurance company or MIB (formerly Medical Information Bureau), having any records or knowledge of me or my health or prescription history to provide any such information to Phoenix, its affiliates, service providers or its reinsurers. The information requested may include information regarding diagnosis and treatment of physical or mental condition, including consultations occurring after the date this authorization is signed. I authorize any of the above sources to release to Phoenix, its affiliates, service providers or its reinsurers any of my information relating to alcohol use, drug use and mental health care. Further, I authorize Phoenix, its affiliates, service providers or its reinsurers to make a brief report of my personal health information to MIB.

I authorize consumer reporting agencies, insurance companies, motor vehicle departments, my attorneys, accountants and business associates, pharmacy or pharmacy benefit manager, and MIB to provide any information to Phoenix, its affiliates, service providers or its reinsurers that may affect my insurability. This may include information about my medical history, occupation, participation in hazardous activities, motor vehicle record, foreign travel, finances, insurance history or other personal information.

Any information will be used only for the purpose of risk evaluation and determining eligibility for benefits under any policies issued. Phoenix, its affiliates or service providers may disclose information it has obtained to others as permitted or required by law, including MIB, our reinsurers and other persons or entities performing business or legal services in connection with this application, any contract issued pursuant to it or in connection with the determination of eligibility for benefits under an existing policy. Information that is not personally identifiable may be used for insurance statistical studies.

To facilitate rapid submission of information, I authorize all of the above sources, except MIB, to give such records or knowledge to any agent, agency or producer authorized to do business with Phoenix, its affiliates or service providers to collect and transmit such information.

I acknowledge that I have received a copy of the Notice of Information Practices, including information about Investigative Consumer Reports and MIB. I authorize the preparation of an investigative consumer report. I understand that upon written request, I am entitled to receive a copy of the investigative consumer report.

This authorization shall continue to be valid for 30 months (24 months for North Dakota) from the date it is signed unless otherwise required by law. A copy of this signed authorization shall be as valid as the original. This authorization may be revoked by writing to Phoenix prior to the time the insurance coverage has been placed in force. I understand my authorized representative or I may receive a copy of this authorization on request.

Check one:

I do I do not require that I be interviewed in connection with any investigative consumer report that may be prepared.

Section 10 – Additional Information – Use space below for additional information/details and/or special requests.

Section 11 – Signature

I understand that the Application for life insurance consists of an Application Part I and Part II. I have reviewed this Application and all of the statements made herein are those of the Proposed Insured and all such statements have been correctly recorded and are full, complete and true to the best of the Proposed Insured's knowledge and belief.

I understand that Phoenix will rely upon the information provided in the Application and that the statements and answers made therein are the basis for any policy issued by Phoenix.

No information about them will be considered to have been given to Phoenix unless it is stated in the Application.

I understand that 1) no statements made to or information acquired by any Licensed Producer who takes this Application shall bind Phoenix unless stated in this Application, (not applicable in ND and SD), and 2) no Licensed Producer has authority to make, modify, alter or discharge any contract thereby applied for.

I understand that if there is any change in health or personal history that would alter the answers to any of the questions in the application between now and when the policy is delivered, I will inform Phoenix in writing as soon as possible at [PO Box 8027, Boston, MA 02266-8027.]

I understand and agree that the insurance applied for shall not take effect unless each of the following has occurred:

- 1) the policy has been issued by Phoenix;
- 2) the premium required for issuance of the policy has been paid in full during the lifetime of the Insured;
- 3) all representations made in the Application remain full, complete and true as of the date the policy is delivered;
- 4) the Insured is alive when the policy is delivered;

5) as of the date of delivery of the policy, there has been no change in the health or personal history of any Insured that would alter the answers or statements made in response to any of the questions in the Application, whether made orally or in writing; and

6) any required forms, including Part II of this Application, any amendments to the Application, or the delivery receipt, are signed and returned to us.

If applicable, I confirm that I have received a copy of the Accelerated Death Benefit Rider disclosure form(s).

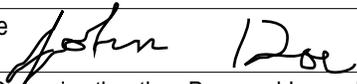
Under penalty of perjury, I confirm that 1) the Social Security or Tax Identification Number shown is correct, and 2) that I am not subject to backup withholding.

If I am an Owner who is not the Proposed Insured, I join in the foregoing affirmations, acknowledgments and undertakings of the Proposed Insured.

In addition, the statements made by me in any part of this Part I of this Application are full, complete and true to the best of my knowledge and belief and have been correctly recorded.

I understand this contract may be structured so that it is classified as a modified endowment contract (MEC) under the Internal Revenue Code; if so, loans or distributions may result in taxable income when taken. If the contract is a MEC, this will be noted on the contract schedule page. Once a contract is issued, MEC classification cannot be changed.

I received written informational materials relating to the Additional Income Coverage Rider and any other Riders for which I have applied (Income Term, Lifetime Income, Legacy, and/or Education Benefit Riders) and have reviewed the details of these Riders with my producer. After this review, I signed the Rider Acknowledgements form, which indicates that I am aware of the terms of the Riders.

Proposed Insured's Signature 	State Signed In CT	Date (mm/dd/yyyy) 3/24/2013
Owner's Signature (Only if Owner is other than Proposed Insured)	State Signed In	Date (mm/dd/yyyy)

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

In **Arkansas** – any person who knowingly presents a false or fraudulent claim for payments of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **District of Columbia** – WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, ANY INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Section 12 – Producer Statement – All fields below MUST be completed.

Are there any life insurance policies or annuity contracts, owned by, or on the life of the Owner(s) or the Annuitant?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Will the proposed contract replace (in whole or in part) any existing life insurance or annuity contract in force?	Yes <input type="radio"/> No <input checked="" type="radio"/>

The Producer hereby confirms he/she has truly and accurately recorded on the application the information supplied by the Proposed Insured; is not aware of any discrepancies or misrepresentation in the recorded information; and that he/she is qualified and authorized to discuss the contract herein applied for.

Producer Name (Print First, Middle, Last) Adam Agent	Producer Address 43 6th Avenue, Anycity, CT 12345	Producer I.D. # 789-1234
Producer Signature 	Producer Telephone # (878) 777 – 6666	Date (mm/dd/yyyy) 3/24/2013
Firm Name ABC Producers	Firm Address 43 6th Avenue, Anycity, CT 12345	Firm Telephone # (878)777 – 6667



PHL Variable Insurance Company (Phoenix)
Regular Mail: [PO Box 8027, Boston MA 02266-8027]
Overnight Mail: [30 Dan Rd., Suite 8027, Canton MA 02021-2809]

Application for Individual
 Simplified Whole Life Insurance
Part II

Section 1 – Proposed Insured Information

Name – First John	Middle	Last Doe	Gender M <input checked="" type="radio"/> F <input type="radio"/>	Date of Birth (mm/dd/yyyy) 02/13/1961	Social Security Number/Tax ID 123-45-6789
----------------------	--------	-------------	--	--	--

Section 2 – Underwriting Questions

The following answers pre-printed on this Application were collected through a phone interview with the proposed insured.

To the best of your knowledge and belief:

1. What is your height and weight? Current Height <u>5'11"</u> Current Weight <u>167</u>	
2. Please provide the name and address of your personal physician as well as the date and reason for your last visit.	
Personal Physician or Health Care Provider Name (if None, please indicate) <u>John Jones, MD</u>	
Street Address, City, State, ZIP Code <u>23 Main Street, Anycity, CT 12345</u>	
Most Recent Visit Date (mm/dd/yyyy) <u>10/2/2012</u>	Reason for Visit <u>Annual Checkup</u>
3. Are you currently taking any medications? (If "Yes", please list all medications below.)	Yes <input type="radio"/> No <input checked="" type="radio"/>
a. Rx name: _____ What medical condition: _____	
b. Rx name: _____ What medical condition: _____	
c. Rx name: _____ What medical condition: _____	
d. Rx name: _____ What medical condition: _____	
4. In the past year, have you used tobacco in any form (excluding occasional pipe or cigar use) or nicotine replacement therapy?	Yes <input type="radio"/> No <input checked="" type="radio"/>
5. In the past 5 years, have you been diagnosed, treated, tested positive for or been given medical advice by a member of the medical profession for arrhythmia, asthma, bipolar disease, brain or neurological disease, cancer or tumor, connective tissue disease, diabetes, depression, emphysema, gastrointestinal disease, heart disease, high blood pressure, kidney disease, liver disease, lung disorder, mental or nervous disorder, peripheral vascular disease, rheumatoid arthritis, seizure?	Yes <input type="radio"/> No <input checked="" type="radio"/>
a. What condition: _____ When diagnosed: _____ How was it treated: _____	
b. What condition: _____ When diagnosed: _____ How was it treated: _____	
c. What condition: _____ When diagnosed: _____ How was it treated: _____	
d. What condition: _____ When diagnosed: _____ How was it treated: _____	
6. In the past 5 years, have you resided outside of the U.S. for a period of more than 6 months?	Yes <input type="radio"/> No <input checked="" type="radio"/>
7. In the past 3 years, have you been convicted of driving under the influence of alcohol or drugs, or had your drivers license suspended or revoked, or had 3 or more moving violations?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Complete questions 8-10 if the Proposed Insured is age <u>59</u> or younger at time of application:	
8. In the past 2 years, have you been a patient in any hospital, emergency room or similar facility for any reason? Date (mm/dd/yyyy) _____ Reason _____	Yes <input type="radio"/> No <input checked="" type="radio"/>
9. In the next 2 years, do you plan to travel or reside outside of the United States? Location _____ Date _____ Duration _____ Purpose _____	Yes <input type="radio"/> No <input checked="" type="radio"/>
10. In the past 5 years, have you been convicted of or pled guilty to any felony? Date _____ Reason _____	Yes <input type="radio"/> No <input checked="" type="radio"/>

Section 3 – Additional Information

Use space below to record all additional information.

None

Section 4 – Fraud Notice

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

In **Arkansas** – any person who knowingly presents a false or fraudulent claim for payments of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **District of Columbia** – WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, ANY INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Section 5 – Insured Representations

I, the proposed insured, hereby represent that the above preprinted answers and statements, which were previously recorded in an underwriting telephonic interview, were transferred to this Part II of the Application accurately and were properly recorded. I acknowledge that more detail may have been provided in the conversation with the interviewer. However, the responses above reflect the final answers that I provided to the interviewer. I further acknowledge that PHL Variable Insurance Company (Phoenix) has relied on the answers and statements provided during the telephonic underwriting interview to make its underwriting determination. By executing the Policy Acceptance, I represent and affirm that all answers and statements above were made during my telephonic interview and were full, complete, and true to the best of my knowledge and belief at the time they were recorded; that such answers and statements continue to remain full, complete and true as of this date; and that there are no exceptions or changes to any answers other than as written on the Amendments Section on the Policy Acceptance.

Only complete this form if you are naming additional primary Policy Beneficiaries, or you wish to designate contingent Policy Beneficiaries.

Ownership

Name – First John	Middle	Last Doe	Social Security Number/Tax ID 123-45-6789	Date of Birth (mm/dd/yyyy) 02/13/1961
Owner's Street Address (include Apt #) 5 Main Street		City Anycity	State CT	ZIP Code 12345
Relationship to Proposed Insured Self		Email Address jdoe123@email.com		

Policy Beneficiary Designation

Complete Policy Beneficiary designation below. **Note:** Policy Beneficiary(ies) indicated below and on the application will receive the policy death benefit. Percentages assigned to the beneficiaries indicated below and on the application must total to 100%.

Name – First Jane	Middle	Last Doe	Social Security Number/Tax ID 121-12-1212	Date of Birth (mm/dd/yyyy) 06/12/1985
Beneficiary Designation - Check one. If nothing checked, the designation will be Primary <input type="radio"/> Primary <input checked="" type="radio"/> Contingent		Relationship to Proposed Insured – Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Civil Union Partner <input checked="" type="radio"/> Child <input type="radio"/> Other _____		Percentage 100%
Street Address (include Apt #) 12 Birch St.		City Anycity	State CT	ZIP Code 12345

Name – First	Middle	Last	Social Security Number/Tax ID	Date of Birth (mm/dd/yyyy)
Beneficiary Designation - Check one. If nothing checked, the designation will be Primary <input type="radio"/> Primary <input type="radio"/> Contingent		Relationship to Proposed Insured – Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Civil Union Partner <input type="radio"/> Child <input type="radio"/> Other _____		Percentage _____
Street Address (include Apt #)		City	State	ZIP Code

Name – First	Middle	Last	Social Security Number/Tax ID	Date of Birth (mm/dd/yyyy)
Beneficiary Designation - Check one. If nothing checked, the designation will be Primary <input type="radio"/> Primary <input type="radio"/> Contingent		Relationship to Proposed Insured – Check one. <input type="radio"/> Federal Spouse <input type="radio"/> Civil Union Partner <input type="radio"/> Child <input type="radio"/> Other _____		Percentage _____
Street Address (include Apt #)		City	State	ZIP Code

Fraud Notice

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

In **Arkansas** – any person who knowingly presents a false or fraudulent claim for payments of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **District of Columbia** – WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, ANY INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Signature

Owner's Signature 	State Signed In CT	Date (mm/dd/yyyy) 3/25/2013
--	------------------------------	---------------------------------------



Phoenix
 [One American Row
 PO Box 5056
 Hartford CT 06102-5056
 Underwriting Service Center]

For Overnight Delivery
 [30 Dan Road, Suite 8027
 Canton MA 02021-2809]

Policy Acceptance

Company is defined as indicated below:

Phoenix Life Insurance Company PHL Variable Insurance Company

Policy Number	Insured's Name(s)
987654321	John Doe

DECLARATION:

The Insured declares that to the best of their knowledge and belief the statements made in the application remain full, complete, and true as of this date; that since the date of the application: no insured has applied to any insurance company or society without receiving the exact policy applied for; been seen by or referred to a physician or specialist, whether or not an appointment has been scheduled; had any symptoms, diseases or disorders, for which advice has been sought; had any consultation, testing, or investigation recommended by a doctor which has not yet been completed as of this date; or had any medically related testing, screens or scans scheduled or performed.

The Insured must attest to the above declaration before the policy may be delivered or put inforce. If the Insured cannot attest to the above statement, please so indicate by checking the applicable box below, signing form and returning the policy.

AMENDMENTS: The application for Policy is amended as follows:

[None]

It is agreed that the declaration and amendments contained in this form are part of the application and shall be part of the policy.

POLICY ACCEPTANCE: To be completed when policy is delivered.

This certifies that as the policy owner, (Check ONE only):

I have received delivery of the insurance policy listed above.

I cannot attest to the Declaration above. Policy will be returned.

Insured's Signature 	State Signed In CT	Date (mm/dd/yyyy) 3/15/2012
Owner's Signature (if other than Proposed Insured(s))	State Signed In	Date (mm/dd/yyyy)

If owner is a firm or corporation, please give the name of the firm or corporation and the title of the officer signing for the firm or corporation.

AGENT: Original to Underwriting and Issue - Yellow to Agent - Pink to remain with policy



PHL Variable Insurance Company (Phoenix)

Regular Mail: [PO Box 8027, Boston MA 02266-8027]

Overnight Mail: [30 Dan Rd., Suite 8027, Canton MA 02021-2809]

Application for Individual Simplified Whole Life Insurance

Part II

Please print in Black ink.

Section 1 – Proposed Insured Information

Table with 6 columns: Name – First, Middle, Last, Gender, Date of Birth (mm/dd/yyyy), Social Security Number/Tax ID. Values: John, Doe, M (checked), 02/13/1961, 123-45-6789

Section 2 – Underwriting Questions

To the best of your knowledge and belief:

1. What is your height and weight? Current Height 5'11" Current Weight 167
2. Please provide the name and address of your personal physician as well as the date and reason for your last visit.
3. Are you currently taking any medications? (If "Yes", please list all medications below.)
4. In the past year, have you used tobacco in any form (excluding occasional pipe or cigar use) or nicotine replacement therapy?
5. In the past 5 years, have you been diagnosed, treated, tested positive for or been given medical advice by a member of the medical profession for arrhythmia, asthma, bipolar disease, brain or neurological disease, cancer or tumor, connective tissue disease, diabetes, depression, emphysema, gastrointestinal disease, heart disease, high blood pressure, kidney disease, liver disease, lung disorder, mental or nervous disorder, peripheral vascular disease, rheumatoid arthritis, seizure?
6. In the past 5 years, have you resided outside of the U.S. for a period of more than 6 months?
7. In the past 3 years, have you been convicted of driving under the influence of alcohol or drugs, or had your drivers license suspended or revoked, or had 3 or more moving violations?
8. In the past 2 years, have you been a patient in any hospital, emergency room or similar facility for any reason?
9. In the next 2 years, do you plan to travel or reside outside of the United States?
10. In the past 5 years, have you been convicted of or pled guilty to any felony?

Section 3 – Additional Information

Use space below to record all additional information.

[None]

]

Section 4 – Fraud Notice

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

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

In **District of Columbia** – WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, ANY INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Section 5 – Signature

I, the proposed insured, have reviewed this Application Part II and to the best of my knowledge and belief, all answers and statements accurately and properly recorded above, continue to remain full, complete and true as of this date and that there are no exceptions to any answers other than as written.

Proposed Insured's Signature



State Signed In

CT

Date (mm/dd/yyyy)

3/15/2013

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.



The Phoenix Companies, Inc.
 [One American Row
 PO Box 5056
 Hartford CT 06102-5056
 Underwriting Service Center]

For Overnight Delivery
 [30 Dan Road, Suite 8027
 Canton MA 02021-2809]

Policy Acceptance

Company is defined as indicated below:

Phoenix Life Insurance Company PHL Variable Insurance Company

Policy Number	Insured's Name(s)
12345678	John Doe

DECLARATION:

The Insured declares and represents that he or she has reviewed Part I and Part II of the application attached to the policy and that to the best of their knowledge and belief: (1) the representations made in Part I and Part II of the application were true and correct at the time they were submitted and/or transmitted to Phoenix; (2) any preprinted representations that were previously recorded in an underwriting telephonic interview were transferred to Part I and/or Part II of the application accurately and were properly recorded; and (3) the representations in Part I and Part II of the application remain full, complete, and true as of the date of this Policy Acceptance.

The Insured further declares and represents that since the date of application: no Insured has applied to any insurance company or society without receiving the exact policy applied for; been seen by or referred to a physician or specialist, whether or not an appointment has been scheduled; had any symptoms, diseases, or disorders for which advice has been sought; had any consultation, testing, or investigation recommended by a doctor which has not yet been completed as of this date; or had any medically related testing, screenings, or scans scheduled or performed.

The Insured agrees that the authorizations, answers, statements, and representations contained in Part I and Part II of the application shall be incorporated in this Policy Acceptance, and that the Insured's signature on the Policy Acceptance constitutes his or her execution and ratification of both Parts I and II of the application.

The Insured must attest to the above declaration before the policy may be delivered or put in force. If the Insured cannot attest to any of the above statements or representations, please so indicate by checking the applicable box below, signing the form and returning the policy.

AMENDMENTS: The application for Policy is amended as follows:

[None]

It is agreed that the declaration and amendments contained in this form are part of the application and shall be part of the policy.

POLICY ACCEPTANCE: To be completed when policy is delivered.

This certifies that as the policy owner, (Check ONE only):

I have received delivery of the insurance policy listed above.

I cannot attest to the Declaration above. Policy will be returned.

Insured's Signature	State Signed In	Date (mm/dd/yyyy)
	CT	3/15/2013
Owner's Signature (if other than Proposed Insured(s))	State Signed In	Date (mm/dd/yyyy)

If owner is a firm or corporation, please give the name of the firm or corporation and the title of the officer signing for the firm or corporation.

AGENT: Original to Underwriting and Issue - Yellow to Agent - Pink to remain with policy



**RECURRING LIFE INSURANCE DEATH BENEFIT PAYMENT RIDER
(ADDITIONAL INCOME COVERAGE)**

This rider is a part of the policy to which it is attached in consideration of the application and the Rider Premium paid for this rider as described below. This rider provides a death benefit payment as more fully explained below. Except as stated in this rider, it is subject to all of the provisions contained in the policy.

THIS RIDER HAS NO CASH VALUE OR REDUCED PAID-UP VALUE. THE RIDER BENEFICIARY CANNOT BE CHANGED AT ANY TIME OR UNDER ANY CIRCUMSTANCE.

RIDER SPECIFICATIONS

Policy Number:	[11XXXXX]
Insured:	[John M. Phoenix]
Age of Insured on Rider Date:	[35]
Sex of Insured:	[Male]
Rider Date:	[March 1, 2013]
Annual Rider Premium:	[\$153.75]
Rider Beneficiary:	[Jane Phoenix]
Age of Rider Beneficiary on Rider Date:	[35]
Sex of Rider Beneficiary:	[Female]
Death Benefit Payment Mode:	[Monthly]
Total Rider Coverage Amount:	[\$25,000.00]

DEFINITIONS

The term “**Business Day**” means any day that we are open for business.

The term “**Death Benefit Payment Amount**” means the applicable amount of recurring life insurance death benefit, shown in the Death Benefit Payment Period Table, which may be payable in installments at the beginning of each Payment Mode during the Death Benefit Payment Period to the Rider Beneficiary under the terms of this rider.

The term “**Death Benefit Payment Period**” means the period during which the recurring life insurance death benefit may be payable under the terms of this rider as long as all the requirements set forth herein have been satisfied. The applicable Death Benefit Payment Period coincides with the Rider Beneficiary’s age at the time of the Insured’s death and is shown in the Death Benefit Payment Period Table.

The term “**Death Benefit Payment Mode**” means the mode by which Death Benefit Payments are made. After the Insured’s death, if all requirements set forth herein are satisfied, Death Benefit Payments will follow the Death Benefit Payment Mode shown in the Rider Specifications. The Death Benefit Payment Mode may not be changed.

The term “**Rider Beneficiary**” means the person, if alive on the date of the Insured’s death, who is eligible to receive Death Benefit Payments under this rider. The Rider Beneficiary cannot be changed after issue under any circumstances.

The term “**Rider Date**” is the date indicated in the Rider Specifications. This is the date that the rider is in force.

The term "**Rider Premium**" means the premium that is required for this rider. The Annual Rider Premium is shown in the Rider Specifications. The Rider Premium will vary based on the Premium Mode. The Premium Mode by which Rider Premiums are paid must be the same as the Premium Mode by which Policy Premiums are paid. Rider Premiums cease at the earlier of the Rider Beneficiary or the Insured's death. We will refund any Rider Premium due and paid for the period beyond the date of the Insured or the Rider Beneficiary's death. Rider Premiums are unaffected by any other riders attached to the policy.

The term "**Total Rider Coverage Amount**" means the total amount of life insurance death benefit which may be payable if all conditions under the rider are satisfied. This amount is chosen by you and is shown in the Rider Specifications. The Total Rider Coverage is solely used for the purpose of calculating the Death Benefit Payment Amounts shown in the Death Benefit Payment Period Table.

GENERAL

The Insured is the individual named as Insured under the policy. The Insured cannot be changed under the terms of the policy.

The Rider Beneficiary cannot be changed at any time or under any circumstance.

Death Benefit Payments

Upon death of the Insured, if the Rider Beneficiary is alive, the Rider Beneficiary is eligible to begin receiving Death Benefit Payments equal to the Death Benefit Payment Amount. Death Benefit Payments will continue to be paid according to the Death Benefit Payment Mode until the earlier of the end of the applicable Death Benefit Payment Period shown in the Death Benefit Payment Period Table or the death of the Rider Beneficiary. Payments cease at the end of the Death Benefit Payment Period even if the Rider Beneficiary is alive on that date.

If the Rider Beneficiary has died before the date of the Insured's death, no Death Benefit Payments will be paid nor will any premium be returned under this rider.

Before making any Death Benefit Payments, we will require due proof of the Insured's death at our Main Administrative Office in a manner and form satisfactory to us and due proof of the identity, age and sex and continued survival of the Rider Beneficiary in a manner and form satisfactory to us. Additional information may be necessary from the Rider Beneficiary to process the claim. We reserve the right to periodically request reasonable continuing information relating to survival of the Rider Beneficiary in order for the Rider Beneficiary to continue to receive Death Benefit Payments.

We will begin Death Benefit Payments within [30] days of receipt of such proof and any other proof required in this rider. Death Benefit Payments are paid under a supplemental contract issued after satisfactory proof of death of the insured and survival of the Rider Beneficiary. If any Death Benefit Payment falls due on a Non-Business Day or a date that does not occur in a given month, we will use the next Business Day.

Death Benefit Payments may not be modified or accelerated and have no cash value or reduced paid-up value. This rider is not affected by any other rider attached to the policy.

There are no lump sum death benefits payable upon the death of the Rider Beneficiary. Death of the Rider Beneficiary terminates Death Benefit Payments and no payments will be due thereafter. Termination of the rider is effective as of the date of the death of the Rider Beneficiary.

Misstatements

The Death Benefit Payments under this rider are based, in part, upon the Rider Premium, the Insured's age and sex on the Rider Date and the Rider Beneficiary's age and sex on the Rider Date.

If the age or sex of the Insured or Rider Beneficiary has been misstated, we will adjust the Death Benefit Payment Amount to that which would have been purchased at the correct age and sex. If age or sex has been misstated, we reserve the right to make payments based upon the correct information. Any payment made in good faith fully discharges us to the extent of the payment.

Reinstatement

If at any time the policy to which this rider is attached terminates, this rider also terminates as set forth below. However, if under the terms of the policy to which this rider is attached, the policy is reinstated, this rider is also reinstated.

Conformity with Law

If any provision of this rider is in conflict with the laws of the state that govern this rider, the provision of the rider will be deemed to be amended to conform to such laws.

Termination of the Rider

This Rider terminates, without value, upon the earliest of the following events:

1. Termination of the policy;
2. The date we receive your written request to cancel this rider;
3. The date the Reduced Paid-Up Death Benefit Option in the policy takes effect;
4. The death of the Rider Beneficiary; or
5. The end of the applicable Death Benefit Payment Period.

PHL Variable Insurance Company

[*John H. Beers*]

[Secretary]

Death Benefit Payment Period Table

<u>Rider Beneficiary Age at Death of the Insured</u>	<u>Death Benefit Payment Period</u>	<u>Death Benefit Payment Amount</u>	<u>Rider Beneficiary Age at Death of the Insured</u>	<u>Death Benefit Payment Period</u>	<u>Death Benefit Payment Amount</u>
15	[840 months	[\$29.76	58	324 months	\$77.16
16	828 months	\$30.19	59	312 months	\$80.13
17	816 months	\$30.64	60	300 months	\$83.33
18	804 months	\$31.09	61	288 months	\$86.81
19	792 months	\$31.57	62	276 months	\$90.58
20	780 months	\$32.05	63	264 months	\$94.70
21	768 months	\$32.55	64	252 months	\$99.21
22	756 months	\$33.07	65	240 months	\$104.17
23	744 months	\$33.60	66	228 months	\$109.65
24	732 months	\$34.15	67	216 months	\$115.74
25	720 months	\$34.72	68	204 months	\$122.55
26	708 months	\$35.31	69	192 months	\$130.21
27	696 months	\$35.92	70	180 months	\$138.89
28	684 months	\$36.55	71	168 months	\$148.81
29	672 months	\$37.20	72	156 months	\$160.26
30	660 months	\$37.88	73	144 months	\$173.61
31	648 months	\$38.58	74	132 months	\$189.39
32	636 months	\$39.31	75	120 months	\$208.33
33	624 months	\$40.06	76	108 months	\$231.48
34	612 months	\$40.85	77	96 months	\$260.42
35	600 months	\$41.67	78	84 months	\$297.62
36	588 months	\$42.52	79	72 months	\$347.22
37	576 months	\$43.40	80	60 months	\$416.67
38	564 months	\$44.33	81	60 months	\$416.67
39	552 months	\$45.29	82	60 months	\$416.67
40	540 months	\$46.30	83	60 months	\$416.67
41	528 months	\$47.35	84	60 months	\$416.67
42	516 months	\$48.45	85+	60 months]	\$416.67]
43	504 months	\$49.60			
44	492 months	\$50.81			
45	480 months	\$52.08			
46	468 months	\$53.42			
47	456 months	\$54.82			
48	444 months	\$56.31			
49	432 months	\$57.87			
50	420 months	\$59.52			
51	408 months	\$61.27			
52	396 months	\$63.13			
53	384 months	\$65.10			
54	372 months	\$67.20			
55	360 months	\$69.44			
56	348 months	\$71.84			
57	336 months	\$74.40			



**RECURRING LIFE INSURANCE DEATH BENEFIT PAYMENT RIDER
(EDUCATION BENEFIT)**

This rider is a part of the policy to which it is attached in consideration of the application and the Rider Premium paid for this rider as described below. This rider provides a death benefit payment as more fully explained below. Except as stated in this rider, it is subject to all of the provisions contained in the policy.

THIS RIDER HAS NO CASH VALUE OR REDUCED PAID-UP VALUE. THE RIDER BENEFICIARY CANNOT BE CHANGED AT ANY TIME OR UNDER ANY CIRCUMSTANCE.

RIDER SPECIFICATIONS

Policy Number:	[11XXXXX]
Insured:	[John M. Phoenix]
Age of Insured on Rider Date:	[35]
Sex of Insured:	[Male]
Rider Date:	[March 1, 2013]
Annual Rider Premium:	[\$28.04]
Rider Beneficiary:	[Sam Phoenix]
Age of Rider Beneficiary on Rider Date:	[10]
Sex of Rider Beneficiary:	[Male]
Death Benefit Payment Earliest Exercise Date:	[March 1, 2019]
Death Benefit Payment Latest Exercise Date:	[March 1, 2023]
Death Benefit Payment Amount:	[\$5,000.00]
Death Benefit Payment Period:	[4 years] from the Rider Exercise Date
Maximum Number of Death Benefit Payments:	[4]

DEFINITIONS

The term “**Business Day**” means any day that we are open for business.

The term “**Death Benefit Payment Amount**” means the amount of recurring life insurance death benefit which may be payable in annual installments during the Death Benefit Payment Period to the Rider Beneficiary under the terms of this rider. This amount is chosen by you and may not be changed after this rider has been issued.

The term “**Death Benefit Payment Earliest Exercise Date**” means the earliest date the benefit under this rider may be exercised after the Insured has died.

The term “**Death Benefit Payment Latest Exercise Date**” means the latest date the benefit under this rider may be exercised after the Insured has died.

The term “**Death Benefit Payment Period**” means the period during which the recurring life insurance death benefit may be payable under the terms of this rider as long as all the requirements set forth herein continue to be satisfied.

The term “**Eligible Educational Institution**” means any college, university, vocational school, or other postsecondary educational institution eligible to participate in a student aid program administered by the U.S. Department of Education.

The term “**Evidence of Attendance**” means written confirmation satisfactory to us from an Eligible Educational Institution that the Rider Beneficiary is attending said institution.

The term “**Rider Exercise Date**” means the date the Rider Beneficiary exercises the benefit under this rider. The Rider Beneficiary may only exercise this rider after the death of the Insured and on or after the Death Benefit Payment Earliest Exercise Date and on or before the Death Benefit Payment Latest Exercise Date.

The term “**Rider Beneficiary**” means the person, if alive on the date of the Insured’s death, who is eligible to receive payments under this rider. The Rider Beneficiary cannot be changed after issue under any circumstances.

The term “**Rider Date**” is the date indicated in the Rider Specifications. This is the date that the rider is in force.

The term “**Rider Premium**” means the premium that is required for this rider. The Annual Rider Premium is shown in the Rider Specifications. The Rider Premium will vary based on the Premium Mode. The Premium Mode by which Rider Premiums are paid must be the same as the Premium Mode by which Policy Premiums are paid. Rider Premiums cease at the earliest of the Rider Beneficiary’s death, the Insured’s death or the Death Benefit Payment Latest Exercise Date. We will refund any Rider Premium due and paid for the period beyond the date of the Insured or the Rider Beneficiary’s death. Rider Premiums are unaffected by any other riders attached to the policy.

GENERAL

The Insured is the individual named as Insured under the policy. The Insured cannot be changed under the terms of the policy.

The Rider Beneficiary cannot be changed at any time or under any circumstance.

Death Benefit Payments

After the Death Benefit Payment Earliest Exercise Date and upon the death of the Insured, if the Rider Beneficiary is alive, the Rider Beneficiary is eligible to exercise the Rider. Upon exercise, the Rider Beneficiary must provide due proof of the Insured’s death, evidence of the identity, age, sex and continued survival of the Rider Beneficiary and Evidence of Attendance in a manner and form satisfactory to us.

We will begin Death Benefit Payments equal to the Death Benefit Payment Amount within [30] days of receipt of such due proof. Once Death Benefit Payments have begun they will continue to be paid annually contingent upon receiving continuing satisfactory proof of Evidence of Attendance and the survival of the Rider Beneficiary. The Death Benefit Payment Amount will continue to be paid until the earlier of the end of the Death Benefit Payment Period, the failure of the Rider Beneficiary to provide satisfactory Evidence of Attendance in a timely fashion or the death of the Rider Beneficiary. Payments cease at the end of the Death Benefit Payment Period even if the Rider Beneficiary is alive on that date.

Death Benefit Payments are paid under a supplemental contract issued after satisfactory proof of death of the insured and survival of the Rider Beneficiary. If the Rider Beneficiary has died before the date of the Insured’s death or if this rider has not been exercised prior to the Death Benefit Payment Latest Exercise Date, no Death Benefit Payments will be paid.

Before making any subsequent Death Benefit Payments under this rider, we will require evidence of the continued survival of the Rider Beneficiary and continued Evidence of Attendance. Additional information may be necessary from the Rider Beneficiary to process the claim. We reserve the right to periodically request reasonable continuing information relating to survival of the Rider Beneficiary during the Death Benefit Payment Period in order for the Rider Beneficiary to continue to receive Death Benefit Payments.

Evidence of Attendance is required to be provided no later than [90 days] from the anniversary of the Rider Exercise Date for each subsequent payment. Failure to provide such evidence in a timely fashion will result in the termination of this rider and no further Death Benefit Payments being made.

If the Rider Beneficiary dies before the date of the Insured's death or if this rider has not been exercised prior to the Death Benefit Payment Latest Exercise Date, no Death Benefit Payments will be paid nor will any premium be returned under this rider.

Death Benefit Payments may not be modified or accelerated and have no cash value or reduced paid-up value. This rider is not affected by any other rider attached to the policy.

There are no lump sum death benefits payable upon the death of the Rider Beneficiary. Death of the Rider Beneficiary terminates Death Benefit Payments and no payments will be due thereafter. Termination of the rider is effective as of the date of the death of the Rider Beneficiary.

Misstatements

The Death Benefit Payments under this rider are based, in part, upon the Rider Premium, the Insured's age and sex on the Rider Date and the Rider Beneficiary's age and sex on the Rider Date.

If the age or sex of the Insured or Rider Beneficiary has been misstated, we will adjust the Death Benefit Payment Amount to that which would have been purchased at the correct age and sex. If age or sex has been misstated, we reserve the right to make payments based upon the correct information. Any payment made in good faith fully discharges us to the extent of the payment.

Reinstatement

If at any time the policy to which this rider is attached terminates, this rider also terminates as set forth below. However, if under the terms of the policy to which this rider is attached, the policy is reinstated, this rider is also reinstated.

Conformity with Law

If any provision of this rider is in conflict with the laws of the state that govern this rider, the provision of the rider will be deemed to be amended to conform to such laws.

Termination of the Rider

This Rider terminates, without value other than as stated in this rider, upon the earliest of the following events:

1. Termination of the policy;
2. The date we receive your written request to cancel this rider;
3. The date the Reduced Paid-Up Death Benefit Option in the policy takes effect;
4. The date the Rider Beneficiary fails to provide Evidence of Attendance during the required period;
5. The Death Benefit Payment Latest Exercise Date if the Insured has not died;
6. The death of the Rider Beneficiary
7. The Maximum Number of Death Benefit Payments have been made; or
8. The end of the Death Benefit Payment Period.

PHL Variable Insurance Company

[]

[Secretary]



RECURRING LIFE INSURANCE DEATH BENEFIT PAYMENT RIDER

(INCOME TERM)

This rider is a part of the policy to which it is attached in consideration of the application and the Rider Premium paid for this rider as described below. This rider provides a death benefit payment as more fully explained below. Except as stated in this rider, it is subject to all of the provisions contained in the policy.

THIS RIDER HAS NO CASH VALUE OR REDUCED PAID-UP VALUE. THE RIDER BENEFICIARY CANNOT BE CHANGED AT ANY TIME OR UNDER ANY CIRCUMSTANCE.

RIDER SPECIFICATIONS

Policy Number:	[11XXXXX]
Insured:	[John M. Phoenix]
Age of Insured on Rider Date:	[35]
Sex of Insured:	[Male]
Rider Date:	[March 1, 2013]
Annual Rider Premium:	[\$751.54]
Rider Beneficiary:	[Jane Phoenix]
Age of Rider Beneficiary on Rider Date:	[35]
Sex of Rider Beneficiary:	[Female]
Death Benefit Payment Amount:	[\$500.00]
Death Benefit Payment Mode:	[Monthly]
Rider Expiry Date:	[March 1, 2021]

DEFINITIONS

The term “**Business Day**” means any day that we are open for business.

The term “**Death Benefit Payment Amount**” means the amount of recurring life insurance death benefit which may be payable in installments at the beginning of each Death Benefit Payment Mode to the Rider Beneficiary under the terms of this rider. This amount is chosen by you and may not be changed after this rider has been issued.

The term “**Death Benefit Payment Mode**” means the mode by which Death Benefit Payments are made. After the Insured’s death, if all requirements set forth herein are satisfied, Death Benefit Payments will follow the Death Benefit Payment Mode shown in the Rider Specifications. The Death Benefit Payment Mode may not be changed.

The term “**Rider Beneficiary**” means the person, if alive on the date of the Insured’s death, who is eligible to receive Death Benefit Payments under this rider. The Rider Beneficiary cannot be changed after issue under any circumstances.

The term “**Rider Date**” is the date indicated in the Rider Specifications. This is the date that the rider is in force.

The term “**Rider Expiry Date**” is the date the rider will terminate. This date is shown in the Rider Specifications. As of this date no Death Benefit Payments will be paid under this rider.

The term “**Rider Premium**” means the premium that is required for this rider. The Rider Premium is shown in the Rider Specifications. The Rider Premium will vary based on the Premium Mode. The Premium Mode by which Rider Premiums are paid must be the same as the Premium Mode by which Policy Premiums are paid. Rider Premiums cease at the earliest of the Rider Beneficiary’s death, the Insured’s death or the Rider Expiry Date. We will refund any Rider Premium due and paid for the period beyond the date of the Insured or the Rider Beneficiary’s death. Rider Premiums are unaffected by any other riders attached to the policy.

GENERAL

The Insured is the individual named as Insured under the policy. The Insured cannot be changed under the terms of the policy.

The Rider Beneficiary cannot be changed at any time or under any circumstance.

Death Benefit Payments

Upon death of the Insured, if the Rider Beneficiary is alive and if the Rider Expiry Date has not yet occurred, the Rider Beneficiary is eligible to begin receiving Death Benefit Payments equal to the Death Benefit Payment Amount. Death Benefit Payments will continue to be paid according to the Death Benefit Payment Mode until the earlier of the end of the Rider Expiry Date or the death of the Rider Beneficiary.

If the Rider Beneficiary has died before the date of the Insured’s death, no Death Benefit Payments will be paid nor will any premium be returned under this rider. If the Rider Expiry Date is reached before the date of the Insured’s death, no Death Benefit Payments will be paid under this rider.

Before making any Death Benefit Payments, we will require due proof of the Insured’s death at our Main Administrative Office in a manner and form satisfactory to us and due proof of the identity, age and sex and continued survival of the Rider Beneficiary in a manner and form satisfactory to us. Additional information may be necessary from the Rider Beneficiary to process the claim. We reserve the right to periodically request reasonable continuing information relating to survival of the Rider Beneficiary in order for the Rider Beneficiary to continue to receive Death Benefit Payments.

We will begin Death Benefit Payments within [30] days of receipt of such proof and any other proof required in this rider. Death Benefit Payments will continue until the Rider Expiry Date as long as the Rider Beneficiary continues to survive. Death Benefit Payments are paid under a supplemental contract issued after satisfactory proof of death of the insured and survival of the Rider Beneficiary. If any Death Benefit Payment falls due on a Non-Business Day or a date that does not occur in a given month, we will use the next Business Day.

Death Benefit payments cease upon the Rider Expiry Date, regardless of whether the Rider Beneficiary has survived beyond that date.

Death Benefit Payments may not be modified or accelerated and have no cash value or reduced paid-up value. This rider is not affected by any other rider attached to the policy.

There are no lump sum death benefits payable upon the death of the Rider Beneficiary. Death of the Rider Beneficiary terminates Death Benefit Payments and no payments will be due thereafter. Termination of the rider is effective as of the date of the death of the Rider Beneficiary.

Misstatements

The Death Benefit Payments under this rider are based, in part, upon the Rider Premium, the Insured’s age and sex on the Rider Date and the Rider Beneficiary’s age and sex on the Rider Date.

If the age or sex of the Insured or Rider Beneficiary has been misstated, we will adjust the Death Benefit Payment Amount to that which would have been purchased at the correct age and sex. If age or sex has been misstated, we reserve the right to make payments based upon the correct information. Any payment made in good faith fully discharges us to the extent of the payment.

Reinstatement

If at any time the policy to which this rider is attached terminates, this rider also terminates as set forth below. However, if under the terms of the policy to which this rider is attached, the policy is reinstated, this rider is also reinstated.

Conformity with Law

If any provision of this rider is in conflict with the laws of the state that govern this rider, the provision of the rider will be deemed to be amended to conform to such laws.

Termination of the Rider

This Rider terminates, without value, upon the earliest of the following events:

1. Termination of the policy;
2. The date we receive your written request to cancel this rider;
3. The date the Reduced Paid-Up Death Benefit Option in the policy takes effect;
4. The death of the Rider Beneficiary; or
5. The Rider Expiry Date.

PHL Variable Insurance Company

[*John H. Beers*]

[Secretary]



**RECURRING LIFE INSURANCE DEATH BENEFIT PAYMENT RIDER
(LEGACY)**

This rider is a part of the policy to which it is attached in consideration of the application and the Rider Premium paid for this rider as described below. This rider provides a death benefit payment as more fully explained below. Except as stated in this rider, it is subject to all of the provisions contained in the policy.

THIS RIDER HAS NO CASH VALUE OR REDUCED PAID-UP VALUE. THE RIDER BENEFICIARY CANNOT BE CHANGED AT ANY TIME OR UNDER ANY CIRCUMSTANCE.

RIDER SPECIFICATIONS

Policy Number:	[11XXXXX]
Insured:	[John M. Phoenix]
Age of Insured on Rider Date:	[35]
Sex of Insured:	[Male]
Rider Date:	[March 1, 2013]
Annual Rider Premium:	[\$1.28]
Rider Beneficiary:	[Sam Phoenix]
Age of Rider Beneficiary on Rider Date:	[10]
Sex of Rider Beneficiary:	[Male]
Death Benefit Payment Amount:	[\$100.00 per year]
Death Benefit Payment Mode:	Annually on the Rider Beneficiary's birthday
Rider Expiry Date:	[March 1, 2023]

DEFINITIONS

The term “**Business Day**” means any day that we are open for business.

The term “**Death Benefit Payment Amount**” means the amount of recurring life insurance death benefit which may be payable in installments at the beginning of each Death Benefit Payment Mode to the Rider Beneficiary under the terms of this rider. This amount is chosen by you and may not be changed after this rider has been issued.

The term “**Death Benefit Payment Mode**” means the mode by which Death Benefit Payments are made. After the Insured’s death, if all requirements set forth herein are satisfied, Death Benefit Payments will follow the Death Benefit Payment Mode shown in the Rider Specifications. The Death Benefit Payment Mode may not be changed.

The term “**Rider Beneficiary**” means the person, if alive on the date of the Insured’s death, who is eligible to receive Death Benefit Payments under this rider. The Rider Beneficiary cannot be changed after issue under any circumstances.

The term “**Rider Date**” is the date indicated in the Rider Specifications. This is the date that the rider is in force.

The term “**Rider Expiry Date**” is the date the rider will terminate. This date is shown in the Rider Specifications. As of this date no Death Benefit Payments will be paid under this rider.

The term "**Rider Premium**" means the premium that is required for this rider. The Annual Rider Premium is shown in the Rider Specifications. The Rider Premium will vary based on the Premium Mode. The Premium Mode by which Rider Premiums are paid must be the same as the Premium Mode by which Policy Premiums are paid. Rider Premiums cease at the earliest of the Rider Beneficiary's death, the Insured's death or the first Policy Anniversary following the Rider Beneficiary's [21st] birthday. We will refund any Rider Premium due and paid for the period beyond the date of the Insured or the Rider Beneficiary's death. Rider Premiums are unaffected by any other riders attached to the policy.

GENERAL

The Insured is the individual named as Insured under the policy. The Insured cannot be changed under the terms of the policy.

The Rider Beneficiary cannot be changed at any time or under any circumstance.

Death Benefit Payments

Upon death of the Insured, if the Rider Beneficiary is alive and if the Rider Expiry Date has not yet occurred, the Rider Beneficiary is eligible to begin receiving Death Benefit Payments equal to the Death Benefit Payment Amount. Death Benefit Payments will continue to be paid according to the Death Benefit Payment Mode until the earlier of the end of the Rider Expiry Date or the death of the Rider Beneficiary.

If the Rider Beneficiary has died before the date of the Insured's death or if the Rider Beneficiary has died prior to their first birthday after the Insured's death, no Death Benefit Payments will be paid nor will any premium be returned under this rider. The Rider Beneficiary must survive the Insured's death, be alive on the Beneficiary's next birthday and the Rider Expiry Date must not have occurred in order for the Rider Beneficiary to receive a Death Benefit Payment. If the Rider Expiry Date is reached before the date of the Insured's death, no Death Benefit Payments will be paid under this rider.

Before making any Death Benefit Payments, we will require due proof of the Insured's death at our Main Administrative Office in a manner and form satisfactory to us and due proof of the identity, age and sex and continued survival of the Rider Beneficiary as of the Beneficiary's birthday immediately following the date of the Insured's death in a manner and form satisfactory to us. Additional information may be necessary from the Rider Beneficiary to process the claim. We reserve the right to periodically request reasonable continuing information relating to survival of the Rider Beneficiary in order for the Rider Beneficiary to continue to receive Death Benefit Payments.

We will begin Death Benefit Payments within [30] days of the later of the Rider Beneficiary's birthday or the date we receive such proof and any other proof required in this rider. Death Benefit Payments will continue until the Rider Expiry Date as long as the Rider Beneficiary continues to survive. Death Benefit Payments are paid under a supplemental contract issued after satisfactory proof of death of the insured and survival of the Rider Beneficiary. If any Death Benefit Payment falls due on a Non-Business Day or a date that does not occur in a given month, we will use the next Business Day.

Death Benefit payments cease upon the Rider Expiry Date, regardless of whether the Rider Beneficiary has survived beyond that date.

Death Benefit Payments may not be modified or accelerated and have no cash value or reduced paid-up value. This rider is not affected by any other rider attached to the policy.

There are no lump sum death benefits payable upon the death of the Rider Beneficiary. Death of the Rider Beneficiary terminates Death Benefit Payments and no payments will be due thereafter. Termination of the rider is effective as of the date of the death of the Rider Beneficiary.

Misstatements

The Death Benefit Payments under this rider are based, in part, upon the Rider Premium, the Insured's age and sex on the Rider Date and the Rider Beneficiary's age and sex on the Rider Date.

If the age or sex of the Insured or Rider Beneficiary has been misstated, we will adjust the Death Benefit Payment Amount to that which would have been purchased at the correct age and sex. If age or sex has

been misstated, we reserve the right to make payments based upon the correct information. Any payment made in good faith fully discharges us to the extent of the payment.

Reinstatement

If at any time the policy to which this rider is attached terminates, this rider also terminates as set forth below. However, if under the terms of the policy to which this rider is attached, the policy is reinstated, this rider is also reinstated.

Conformity with Law

If any provision of this rider is in conflict with the laws of the state that govern this rider, the provision of the rider will be deemed to be amended to conform to such laws.

Termination of the Rider

This Rider terminates, without value, upon the earliest of the following events:

1. Termination of the policy;
2. The date we receive your written request to cancel this rider;
3. The date the Reduced Paid-Up Death Benefit Option in the policy takes effect;
4. The death of the Rider Beneficiary; or
5. The Rider Expiry Date.

PHL Variable Insurance Company

[*John H. Beers*]

[Secretary]



**RECURRING LIFE INSURANCE DEATH BENEFIT PAYMENT RIDER
(LIFETIME INCOME)**

This rider is a part of the policy to which it is attached in consideration of the application and the Rider Premium paid for this rider as described below. This rider provides a death benefit payment as more fully explained below. Except as stated in this rider, it is subject to all of the provisions contained in the policy.

THIS RIDER HAS NO CASH VALUE OR REDUCED PAID-UP VALUE. THE RIDER BENEFICIARY CANNOT BE CHANGED AT ANY TIME OR UNDER ANY CIRCUMSTANCE.

RIDER SPECIFICATIONS

Policy Number:	[11XXXXX]
Insured:	[John M. Phoenix]
Age of Insured on Rider Date:	[35]
Sex of Insured:	[Male]
Rider Date:	[March 1, 2013]
Annual Rider Premium:	[\$601.23]
Rider Beneficiary:	[Jane Phoenix]
Age of Rider Beneficiary on Rider Date:	[35]
Sex of Rider Beneficiary:	[Female]
Death Benefit Payment Amount:	[\$400.00]
Death Benefit Payment Mode:	[Monthly]

DEFINITIONS

The term “**Business Day**” means any day that we are open for business.

The term “**Death Benefit Payment Amount**” means the amount of recurring life insurance death benefit which may be payable in installments at the beginning of each Death Benefit Payment Mode to the Rider Beneficiary under the terms of this rider. This amount is chosen by you and may not be changed after this rider has been issued.

The term “**Death Benefit Payment Mode**” means the mode by which Death Benefit Payments are made. After the Insured’s death, if all requirements set forth herein are satisfied, Death Benefit Payments will follow the Death Benefit Payment Mode shown in the Rider Specifications. The Death Benefit Payment Mode may not be changed.

The term “**Rider Beneficiary**” means the person, if alive on the date of the Insured’s death, who is eligible to receive death benefit payments under this rider. The Rider Beneficiary cannot be changed after issue under any circumstances.

The term “**Rider Date**” is the date indicated in the Rider Specifications. This is the date that the rider is in force.

The term “**Rider Premium**” means the premium that is required for this rider. The Annual Rider Premium is shown in the Rider Specifications. The Rider Premium will vary based on the Premium Mode. The Premium Mode by which Rider Premiums are paid must be the same as the Premium Mode by which Policy Premiums are paid. Rider Premiums cease at the earlier of the Rider Beneficiary or the Insured’s

death. We will refund any Rider Premium due and paid for the period beyond the date of the Insured or the Rider Beneficiary's death. Rider Premiums are unaffected by any other riders attached to the policy.

GENERAL

The Insured is the individual named as Insured under the policy. The Insured cannot be changed under the terms of the policy.

The Rider Beneficiary cannot be changed at any time or under any circumstance.

Death Benefit Payments

Upon death of the Insured, if the Rider Beneficiary is alive, the Rider Beneficiary is eligible to begin receiving Death Benefit Payments equal to the Death Benefit Payment Amount. Death Benefit Payments will continue to be paid according to the Death Benefit Payment Mode until the death of the Rider Beneficiary.

If the Rider Beneficiary has died before the date of the Insured's death, no Death Benefit Payments will be paid nor will any premium be returned under this rider.

Before making any Death Benefit Payments, we will require due proof of the Insured's death at our Main Administrative Office in a manner and form satisfactory to us and due proof of the identity, age and sex and continued survival of the Rider Beneficiary in a manner and form satisfactory to us. Additional information may be necessary from the Rider Beneficiary to process the claim. We reserve the right to periodically request reasonable continuing information relating to survival of the Rider Beneficiary in order for the Rider Beneficiary to continue to receive Death Benefit Payments.

We will begin Death Benefit Payments within [30] days of receipt of such proof and any other proof required in this rider. Death Benefit Payments are paid under a supplemental contract issued after satisfactory proof of death of the insured and survival of the Rider Beneficiary. If any Death Benefit Payment falls due on a Non-Business Day or a date that does not occur in a given month, we will use the next Business Day.

Death Benefit Payments may not be modified or accelerated and have no cash value or reduced paid-up value. This rider is not affected by any other rider attached to the policy.

There are no lump sum death benefits payable upon the death of the Rider Beneficiary. Death of the Rider Beneficiary terminates Death Benefit Payments and no payments will be due thereafter. Termination of the rider is effective as of the date of the death of the Rider Beneficiary.

Misstatements

The death benefit payments under this rider are based, in part, upon the Rider Premium, the Insured's age and sex on the Rider Date and the Rider Beneficiary's age and sex on the Rider Date.

If the age or sex of the Insured or Rider Beneficiary has been misstated, we will adjust the Death Benefit Payment Amount to that which would have been purchased at the correct age and sex. If age or sex has been misstated, we reserve the right to make payments based upon the correct information. Any payment made in good faith fully discharges us to the extent of the payment.

Reinstatement

If at any time the policy to which this rider is attached terminates, this rider also terminates as set forth below. However, if under the terms of the policy to which this rider is attached, the policy is reinstated, this rider is also reinstated.

Conformity with Law

If any provision of this rider is in conflict with the laws of the state that govern this rider, the provision of the rider will be deemed to be amended to conform to such laws.

Termination of the Rider

This Rider terminates, without value, upon the earliest of the following events:

1. Termination of the policy;
2. The date the Reduced Paid-Up Death Benefit Option in the policy takes effect;
3. The date we receive your written request to cancel this rider; or
4. The death of the Rider Beneficiary.

PHL Variable Insurance Company

[*John H. Beers*]

[Secretary]



ACCIDENTAL DEATH BENEFIT RIDER

This rider is a part of the policy to which it is attached if it is listed on the Schedule Pages in Section 1 of the policy. This rider provides an accidental death benefit payment as more fully explained below. Except as stated in this rider, it is subject to all of the provisions contained in the policy.

RIDER SPECIFICATIONS

Policy Number:	[11XXXXX]
Insured:	[John M. Phoenix]
Age of Insured on Rider Date:	[65]
Sex of Insured:	[Male]
Rider Date:	[March 1, 2013]
Accidental Death Benefit Payment Percentage:	[100%]
Rider Expiry Date:	[75th] birthday of the Insured

DEFINITIONS

The term “**Accidental Death Benefit Payment Amount**” means the amount that we will pay to the Beneficiary in a lump sum upon the Accidental Death of the Insured as herein defined. The Accidental Death Benefit Payment Amount is equal to a percentage of the policy Face Amount, as described below.

The term “**Accidental Death Benefit Payment Percentage**” means the percentage of the policy Face Amount that we will pay to the Beneficiary in a lump sum upon the Accidental Death of the Insured as herein defined. The Accidental Death Payment Percentage is shown in the Rider Specifications.

The term “**Rider Date**” is the date indicated in the Rider Specifications. As of the Rider Date this rider is in effect.

GENERAL

The Insured is the individual named as Insured under the policy. The Insured cannot be changed under the terms of the policy.

Accidental Death

Subject to the terms stated in this rider, we will add the Accidental Death Benefit Payment Amount to the Death Benefit payable under the Policy to which this rider is attached if the said Policy and this Rider were in force and if we receive satisfactory proof that:

1. the Insured's death resulted, directly and independently of all other causes, from an accidental bodily injury; and
2. the death occurred:
 - a. after the date this rider took effect;
 - b. before this rider terminates;
 - c. while the Policy is in force;
 - d. no later than 90 days after the date of injury.

Before making any death benefit payments, we will require due proof of the Insured's death and any other satisfactory information we may require to determine liability at our Main Administrative Office in a manner and form satisfactory to us.

Exclusions

The Accidental Death Benefit will not be payable if the Insured's death resulted directly or indirectly from, or was contributed to by, any one or more of the factors listed below:

1. physical or mental infirmity or disease.
2. medical or surgical treatment.
3. suicide whether the Insured was sane or insane.
4. bodily injury received as the result of declared or undeclared war.
5. bodily injury received as the result of international police action with force of arms by:
 - a. any country;
 - b. the United Nations; or
 - c. any other assembly of nations.
6. travel, flight, or descent from or with any kind of aircraft:
 - a. used for testing, experimental, military or naval purposes;
 - b. used for the purpose of the Insured's descent from such aircraft while in flight, including descent by parachute; or
 - c. used for any purpose if the Insured was acting as or training to become a pilot, co-pilot, crew member, or mechanic, or was acting in any capacity other than solely as a passenger.

A hang glider is an aircraft for the purpose of this rider.
7. the commission by the Insured or attempt to commit an assault or crime.
8. bacterial infection unless the infection occurs simultaneously with and through an accidental cut or wound.
9. the taking part in any sport for pay or profit; bungee jumping; rappelling or mountain climbing.
10. the taking part in a speed contest involving motor vehicles or boats whether sanctioned or unsanctioned.
11. being legally intoxicated (as defined by the State in which this Policy is delivered).
12. the administration, injection, inhalation, or taking of any drug, sedative, poison, gas or fumes, whether voluntary or otherwise, unless administered on and in accordance with the advice of the Insured's physician.

Right to Require Autopsy

We have the right and must be given the opportunity to examine the body and make an autopsy, unless it is forbidden by state law.

The Payee

Any benefit that becomes payable under this rider will be paid to the same payee and in the same manner as provided in the Policy for the Death Benefit.

Reinstatement

If at any time the policy to which this rider is attached terminates, this rider also terminates as set forth below. However, if under the terms of the policy to which this rider is attached, the policy is reinstated, this rider is also reinstated.

Conformity with Law

If any provision of this rider is in conflict with the laws of the state that govern this rider, the provision of the rider will be deemed to be amended to conform to such laws.

Termination of the Rider

This Rider terminates upon the earliest of the following events:

1. Termination of the policy;
2. The date we receive your written request to cancel this rider;
3. The date the Reduced Paid-Up Death Benefit Option in the policy takes effect;
4. The death of the Insured; or
5. The Rider Expiry Date.

PHL Variable Insurance Company

[*John H. Beers*]

[Secretary]

SERFF Tracking #:

TPCI-128732649

State Tracking #:

Company Tracking #:

12FEWL

State: Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.301 Current Assumption - Fixed Premium - Single Life

Product Name: 12FEWL

Project Name/Number: /

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR - Readability Cert for all forms.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Please see the applications listed on the Form Schedule tab.		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
Remembrance WL POLICY Statement of Variability (NON-ICC Version) - FINAL.pdf			
Remembrance RIDERS Statement of Variability - FINAL.pdf			
Remembrance WL APPLICATION Statement of Variability - FINAL 11-20-2012.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Compliance Certification		
Comments:			
Attachment(s):			
AR - Compliance Cert 12FEWL.pdf			

**ARKANSAS
CERTIFICATE OF READABILITY**

PHL Variable Insurance Company does hereby certify that it has reviewed the form(s) listed hereunder and that, to the best of its knowledge and belief, each form meets the minimum reading ease score requirement of 40. The reading ease score for each form is as follows:

FORM NO.	12FEWL
FORM TITLE	Level Premium Whole Life Insurance Policy
FLESCH SCORE	51.77
FORM NO.	12FEWL SP
FORM TITLE	Level Premium Whole Life Insurance Policy Schedule Pages
FLESCH SCORE	51.77
FORM NO.	12OL4701
FORM TITLE	Application for Individual Simplified Whole Life Insurance Part I
FLESCH SCORE	52.18
FORM NO.	12OL4703
FORM TITLE	Supplemental Application for Individual Simplified Whole Life Insurance Part II
FLESCH SCORE	56.73
FORM NO.	12OL4704
FORM TITLE	Policy Beneficiary Designation Form
FLESCH SCORE	50.84
FORM NO.	12OL4707
FORM TITLE	Policy Acceptance Form
FLESCH SCORE	55.03
FORM NO.	12OL4748
FORM TITLE	Supplemental Application for Individual Simplified Whole Life Insurance Part II
FLESCH SCORE	56.73
FORM NO.	12OL4750
FORM TITLE	Policy Acceptance Form
FLESCH SCORE	55.03
FORM NO.	12AIC
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	54.45
FORM NO.	12EB
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	55.43
FORM NO.	12INT
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	50.61

FORM NO.	12LEG
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	50.02
FORM NO.	12SLI
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	50.38
FORM NO.	12ACDB
FORM TITLE	Accidental Death Benefit Rider
FLESCH SCORE	56.24
FORM NO.	11ADBT
FORM TITLE	Terminal Illness Accelerated Death Benefit Rider
FLESCH SCORE	50.30
FORM NO.	11ADBCI
FORM TITLE	Critical Illness Accelerated Death Benefit Rider
FLESCH SCORE	50.43

PHL Variable Insurance Company



Signature: _____
Name: Joseph Bonfitto
Title: Director, State Compliance
Date: December 7, 2012

Statement of Variability – Level Premium Whole Life Insurance Policy (12FEWL and 12FEWL SP)

This Statement of Variability sets forth the variable information appearing in brackets in filed forms **12FEWL (Level Premium Whole Life Insurance Policy)** and **12FEWLSP (Policy Schedule Pages)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Cover Page

We have bracketed the Company officer signatures and titles to indicate that officer names may change.

We have bracketed both addresses on this page and the Customer Service telephone number to indicate that they may change.

Insured: The name of the Insured will appear in this field.

Policy Number: The unique number for each policy will appear in this field.

Face Amount: The Face Amount of the policy will appear in this field. This amount may range from a minimum of \$1,000 to a maximum of \$1,000,000.

Policy Date: The date from which Policy Years and Policy Anniversaries are measured will appear in this field.

Plan: The marketing name for this product will appear in this field.

Right to Return This Policy: The number of days in which the policy may be returned is bracketed to indicate that the number may change relative to the requirements of the particular state in which the policy is being issued.

Section 1 - 1st Schedule Page

Policy Number: The unique number for each policy will appear in this field.

Specifications

Insured: The name of the Insured will appear in this field.

Insured's Age at Policy Date: The age of the Insured on the Policy Date will appear in this field.

Insured's Sex: The sex of the Insured will appear in this field.

Plan: The marketing name for the policy will appear in this field.

Owner: The name of the owner will appear in this field.

Policy Date: The date from which Policy Years and Policy Anniversaries are measured will appear in this field.

Risk Classification: The risk classification of each insured will appear in this field. The risk classifications are Preferred and Standard.

Face Amount: The Face Amount of the policy will appear in this field. This amount may range from a minimum of \$1,000 to a maximum of \$1,000,000.

Modified Endowment Contract: Yes or no will appear in this field depending on whether or not the policy has been issued as a Modified Endowment Contract.

Annual Premiums

Required Policy Premium: The portion of each Required Total Premium allocated for the payment of the policy will appear in this field.

Required Rider Premium: The portion of the Required Total Premium allocated for the payment of any riders will appear in this field.

Total Required Premium: The amount of total premium to be paid will appear in this field.

Total Required Premium by Premium Mode: The total premium that is required to be paid pursuant to each of the payment modes will appear in the applicable field.

Initial Required Premium: The amount that the owner must pay in order for this policy to be issued will appear in this field. It will vary by premium mode.

Initial Premium Mode: The mode that the owner chooses to pay premiums at the time the policy is issued will appear in this field. The owner may choose Annual, Semi-Annual, Quarterly or Monthly EFT.

Loans

Guaranteed Policy Loan Interest Rate: This policy loan interest rate for this policy is fixed. This field is bracketed to indicate that it could change for new issues only and could range from 1% to 8%. Changes in this variable for new issues will be based on our anticipation of future investment earnings, mortality, persistency, expense and administrative costs, and taxes. Any change in rate will be determined prospectively. We will not distribute past gains or recoup prior losses, if any, by changing the rates. Any changes would be for new issues only, and will be administered on a uniform, non-discriminatory basis.

Available Loan Amount: The percentage of the cash value that may be taken as a loan will appear in this field. Should we change this amount it would be for new issues only, would be administered on a uniform, non-discriminatory basis, and could range from 75% to 100%. In addition should a state's requirements change in the future, this percentage will change accordingly for new issues of this policy.

Section 1 – 2nd Schedule Page

Rider Information

This section is bracketed to indicate that it (the section) will not appear if the owner does not elect a rider. In addition, this section is bracketed to indicate that additional riders or endorsements may be added in the future. Any new riders or endorsements that we plan to use with this form will be filed separately and not

used until approved (if filing and prior approval are required). Currently, the only riders being made available with the policy are those shown in this section. The following descriptions apply to the Rider Charges for the riders listed on this page:

12AIC – Recurring Life Insurance Death Benefit Payment Rider (Additional Income Coverage):

There is no charge for this rider however a portion of the Single Premium will be allocated to this rider and will appear in this table.

12SLI – Recurring Life Insurance Death Benefit Payment Rider (Lifetime Income): There is no charge for this rider however a portion of the Single Premium will be allocated to this rider and will appear in this table.

12EB – Recurring Life Insurance Death Benefit Payment Rider (Education Benefit): There is no charge for this rider however a portion of the Single Premium will be allocated to this rider and will appear in this table.

12LEG– Recurring Life Insurance Death Benefit Payment Rider (Legacy): There is no charge for this rider however a portion of the Single Premium will be allocated to this rider and will appear in this table.

12INT – Recurring Life Insurance Death Benefit Payment Rider (Income Term): There is no charge for this rider however a portion of the Single Premium will be allocated to this rider and will appear in this table.

11ADBT – Terminal Illness Accelerated Death Benefit Rider: The charge for this rider is shown in the rider specifications.

11ADBCI – Critical Illness Accelerated Death Benefit Rider: The charge for this rider is shown in the rider specifications.

12ACDB – Accidental Death Benefit Rider: There is no charge for this rider.

Section 2 – 3rd Schedule Page

Policy Number: The unique number for each policy will appear in this field.

Table of Guaranteed Values

Issue Age: The age of the Insured on the Issue Date will appear in this field.

The Cash Value and the Reduced Paid-Up Face Amount that is guaranteed at the end of each Policy Year will appear in this table. They will vary based on age, sex, risk classification, and face amount. We have also bracketed the sample age that will appear in the table. An age will always appear in this field.

Basis of Calculation: The interest rate used as part of the basis of calculations will appear in this field. Should we change this interest rate it would only be to comply with statutory requirements. Any change would be for new issues only, would be administered on a uniform, non-discriminatory basis, and would reflect the statutorily required interest rate.

The text at the bottom of the page which states “There are no cash values or reduced paid-up values associated with any riders attached to the policy” is bracketed to indicate that should we ever offer riders with this policy that have “cash values or reduced paid-up values” that this language will not appear.

Section 6: Coverage at and After Age 121 Anniversary – Page 8

Policy Death Benefit: The percentage of the cash value that will equal the policy death benefit on the age 121 anniversary will appear in this field. This field is bracketed to indicate that it could change and could range from 100% to 150%. Any changes would be for new issues only, and will be administered on a uniform, non-discriminatory basis.

Statement of Variability – Recurring Life Insurance Death Benefit Payment Rider (Additional Income Coverage) - 12AIC

This Statement of Variability sets forth the variable information which will appear in brackets in form 12AIC. No change in variability will be made which in any way expands the scope of the wording being changed.

Policy Number: The unique number for each policy will appear in this field.

Insured: The name of the insured will appear in this field.

Age of Insured on Rider Date: The age of the Insured on the Rider Date will appear in this field.

Sex of Insured: The sex of the Insured will appear in this field.

Rider Date: The date the rider is issued will appear in this field.

Annual Rider Premium: The premium allocated for the payment of the rider will appear in this field.

Rider Beneficiary: The name of the Rider Beneficiary will appear in this field.

Age of Rider Beneficiary on Rider Date: The age of the Rider Beneficiary on the Rider Date will appear in this field.

Sex of Rider Beneficiary: The sex of the Rider Beneficiary will appear in this field.

Death Benefit Payment Mode: The mode by which death benefit payments will be made will appear in this field. The mode is currently Monthly but additional modes including Bi-Monthly, Annually, Semi-Annually and Quarterly may be offered in the future. If additional modes are offered they will be offered for new issues only and would be administered on a uniform, non-discriminatory basis.

Total Rider Coverage Amount: The total amount that may be paid to the Rider Beneficiary during the Death Benefit Payment Period will appear in this field. Should we change this amount it would range from \$1,000 to \$1,000,000. Any changes will be for new issues only and would be administered on a uniform, non-discriminatory basis.

General

Page 2

Death Benefit Payments: The bracketed number of days in this provision applies to when we will begin death benefit payments. Currently these payments will be made within 30 days of our receipt of due proof of death. However we would like to reserve the right to change the number of days in the future. Any change will be for new issues only and on a uniform non-discriminatory basis.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Death Benefit Payment Period Table: Two columns in this table have been bracketed. They are:

1) **Death Benefit Payment Period:** The periods are bracketed to indicate that the number of Months for each age may change. We may also measure the period in something other than Months. Additional modes including Bi-Monthly, Annually, Semi-Annually and Quarterly may be offered in the future. If the number of months that applies to an age or if any additional modes are offered they will be for new issues only and would be administered on a uniform, non-discriminatory basis.

2) **Death Benefit Payment Amount:** The dollar amounts are bracketed to indicate that they will vary by each Rider Beneficiary.

Statement of Variability – Recurring Life Insurance Death Benefit Payment Rider (Education Benefit) - 12EB

This Statement of Variability sets forth the variable information which will appear in brackets in form **12EB**. No change in variability will be made which in any way expands the scope of the wording being changed.

Policy Number: The unique number for each policy will appear in this field.

Insured: The name of the insured will appear in this field.

Age of Insured on Rider Date: The age of the Insured on the Rider Date will appear in this field.

Sex of Insured: The sex of the Insured will appear in this field.

Rider Date: The date the rider is issued will appear in this field.

Annual Rider Premium: The premium allocated for the payment of the rider will appear in this field.

Rider Beneficiary: The name of the Rider Beneficiary will appear in this field.

Age of Rider Beneficiary on Rider Date: The age of the Rider Beneficiary on the Rider Date will appear in this field.

Sex of Rider Beneficiary: The sex of the Rider Beneficiary will appear in this field.

Death Benefit Payment Earliest Exercise Date: The first date upon which the Rider Beneficiary may exercise this rider will appear in this field.

Death Benefit Payment Latest Exercise Date: The last date upon which the Rider Beneficiary may exercise this rider will appear in this field.

Death Benefit Payment Amount: The amount that may be paid to the Rider Beneficiary as each installment during the Death Benefit Payment Period will appear in this field. The amount is chosen by the owner at the time of application. This amount could range from \$1,000 to \$20,000. Any changes within this range will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Death Benefit Payment Period: The period over which the Death Benefit Payment Amount may be made will appear in this field. This period is currently for a maximum of 4 years. However we would like to reserve the right to offer additional periods in the future that could fall within a range of 1-8 years. Should we make any change in the period offered it would be for new issues only and would be administered on a uniform, non-discriminatory basis.

Maximum Number of Death Benefit Payments: The maximum number of Death Benefit Payments that may be made under this rider will appear in this field. The maximum number of payment is currently 4. However we would like to reserve the right to change this maximum number of payments in the future. Should we make any change in the number it would range from 1- 8 payments and if offered it would be for new issues only and would be administered on a uniform, non-discriminatory basis.

Page 2

Death Benefit Payments: The bracketed number of days in this provision applies to when we will begin death benefit payments. Currently these payments will be made within 30 days of our receipt of due proof of death. However we would like to reserve the right to change the number of days in the future. Any change will be for new issues only and on a uniform non-discriminatory basis.

We have also bracketed the number by days in which Evidence of Attendance is required in order to continue Death Benefit Payments. Should this number of days change it would range from 30 days – 365 days. Any change be for new issues only and would be administered on a uniform, non-discriminatory basis.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability – Recurring Life Insurance Death Benefit Payment Rider (Income Term) – 12INT

This Statement of Variability sets forth the variable information which will appear in brackets in form **12INT**. No change in variability will be made which in any way expands the scope of the wording being changed.

Policy Number: The unique number for each policy will appear in this field.

Insured: The name of the insured will appear in this field.

Age of Insured on Rider Date: The age of the Insured on the Rider Date will appear in this field.

Sex of Insured: The sex of the Insured will appear in this field.

Rider Date: The date the rider is issued will appear in this field.

Annual Rider Premium: The premium allocated for the payment of the rider will appear in this field.

Rider Beneficiary: The name of the Rider Beneficiary will appear in this field.

Age of Rider Beneficiary on Rider Date: The age of the Rider Beneficiary on the Rider Date will appear in this field.

Sex of Rider Beneficiary: The sex of the Rider Beneficiary will appear in this field.

Death Benefit Payment Amount: The amount that may be paid to the Rider Beneficiary as each installment during the Death Benefit Payment Period will appear in this field. The amount is chosen by the owner at the time of application. This amount could range from \$50 to \$2,000. Any changes within this range will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Death Benefit Payment Mode: The mode by which death benefit payments will be made will appear in this field. The mode is currently Monthly but additional modes including Bi-Monthly, Annually, Semi-Annually and Quarterly may be offered in the future. If additional modes are offered they will be offered for new issues only and would be administered on a uniform, non-discriminatory basis.

Rider Expiry Date: The date the rider terminates will appear in this field.

General

Death Benefit Payments: The bracketed number of days in this provision applies to when we will begin death benefit payments. Currently these payments will be made within 30 days of our receipt of due proof of death. However we would like to reserve the right to change the number of days in the future. Any change will be for new issues only and on a uniform non-discriminatory basis.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability – Recurring Life Insurance Death Benefit Payment Rider (Legacy) – 12LEG

This Statement of Variability sets forth the variable information which will appear in brackets in form **12LEG**. No change in variability will be made which in any way expands the scope of the wording being changed.

Policy Number: The unique number for each policy will appear in this field.

Insured: The name of the insured will appear in this field.

Age of Insured on Rider Date: The age of the Insured on the Rider Date will appear in this field.

Sex of Insured: The sex of the Insured on the will appear in this field.

Rider Date: The date the rider is issued will appear in this field.

Annual Rider Premium: The premium allocated for the payment of the rider will appear in this field.

Rider Beneficiary: The name of the Rider Beneficiary will appear in this field.

Age of Rider Beneficiary on Rider Date: The age of the Rider Beneficiary on the Rider Date will appear in this field.

Sex of Rider Beneficiary: The sex of the Rider Beneficiary will appear in this field.

Death Benefit Payment Amount: The amount that may be paid to the Rider Beneficiary as each installment during the Death Benefit Payment Period will appear in this field. The amount is chosen by the owner at the time of application. This amount could range from \$50 to \$5,000. Any changes within this range will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Rider Expiry Date: The date the rider terminates will appear in this field. This date currently reflects the Rider Beneficiary's 22nd birthday. However we would like to reserve the right to change the age on which this date is based in the future. If the age changes they will be changed for new issues only and on a uniform non-discriminatory basis and would range from age 18 to 25.

Definitions

Rider Premium: The age upon which rider premiums cease has been bracketed in this provision. Currently the age is the Rider Beneficiaries 21st birthday. However we would like to reserve the right to change the age in the future. If the age changes they will be changed for new issues only and on a uniform non-discriminatory basis and would range from age 17 to 24.

General

Death Benefit Payments: The bracketed number of days in this provision applies to when we will begin death benefit payments. Currently these payments will be made within 30 days of our receipt of due proof of death. However we would like to reserve the right to change the number of days in the future.. Any change will be for new issues only and on a uniform non-discriminatory basis.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability – Recurring Life Insurance Death Benefit Payment Rider (Lifetime Income) - 12SLI

This Statement of Variability sets forth the variable information which will appear in brackets in form 12SLI. No change in variability will be made which in any way expands the scope of the wording being changed.

Policy Number: The unique number for each policy will appear in this field.

Insured: The name of the insured will appear in this field.

Age of Insured on Rider Date: The age of the Insured on the Rider Date will appear in this field.

Sex of Insured: The sex of the Insured will appear in this field.

Rider Date: The date the rider is issued will appear in this field.

Annual Rider Premium: The premium allocated for the payment of the rider will appear in this field.

Rider Beneficiary: The name of the Rider Beneficiary will appear in this field.

Age of Rider Beneficiary on Rider Date: The age of the Rider Beneficiary on the Rider Date will appear in this field.

Sex of Rider Beneficiary: The sex of the Rider Beneficiary will appear in this field.

Death Benefit Payment Amount: The amount that may be paid to the Rider Beneficiary as each installment during the Death Benefit Payment Period will appear in this field. The amount is chosen by the owner at the time of application. This amount could range from \$50 to \$2,000. Any changes within this range will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Death Benefit Payment Mode: The mode by which death benefit payments will be made will appear in this field. The mode is currently Monthly but additional modes including Bi-Monthly, Annually, Semi-Annually and Quarterly may be offered in the future. If additional modes are offered they will be offered for new issues only and would be administered on a uniform, non-discriminatory basis.

General

Death Benefit Payments: The bracketed number of days in this provision applies to when we will begin death benefit payments. Currently these payments will be made within 30 days of our receipt of due proof of death. However we would like to reserve the right to change the number of days in the future. Any change will be for new issues only and on a uniform non-discriminatory basis.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability – Accidental Death Benefit Rider (12ACDB)

This Statement of Variability sets forth the variable information which will appear in brackets in form **12ACDB**. No change in variability will be made which in any way expands the scope of the wording being changed.

Policy Number: The unique number for each policy will appear in this field.

Insured: The name of the insured will appear in this field.

Age of Insured on Rider Date: The age of the Insured on the Rider Date will appear in this field.

Sex of Insured: The sex of the Insured on the Rider Date will appear in this field.

Rider Date: The date the rider is issued will appear in this field.

Accidental Death Benefit Payment Percentage: The percentage applied to the policy face amount to calculate the Accelerated Death Benefit will appear here. The current percentage is 100%. Should we change this percentage, it would be for new issues only, will be administered on a uniform, non-discriminatory basis, and could range from 25% to 100%.

Rider Expiry Date: The age of the Insured upon which the rider terminates will appear in this field. Should we change the age, it would be for new issues only, will be administered on a uniform, non-discriminatory basis, and could range from the Insured's 65th to 100th birthday.

Page 3

The officer's signature and title are bracketed. They will only be changed should the name or title of the officer signing this form change.

Statement of Variability – Application for Individual Simplified Whole Life Insurance (OL4701)

This Statement of Variability sets forth the variable information which will appear in brackets in application form **OL4701**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1 of 8

Heading: The marketing name is bracketed to indicate that the name of the product may change and/or additional products may be added in the future, or the product currently offered may no longer be offered.

Company Addresses: Each address shown in the application has been bracketed to indicate that it may either change or an additional address may be added in the future.

Section 1 – Proposed Insured Information: Citizenship information has been bracketed to indicate this information may be removed in the future if no longer required. If it is deleted, it will be done so on a non-discriminatory basis.

Section 2 – Screening Questions: The proposed insured's age limit for completing certain questions has been bracketed to indicate that it could change in the future. It currently states the questions should be answered if the applicant is age 59 or younger and we would like to reserve the ability to either raise or lower the age 59 threshold. If we change in the future the ages could range from age 18 to 84. Any change will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Page 2 of 8

Section 2 – Screening Questions: The proposed insured's age limit for completing certain questions has been bracketed to indicate that it could change in the future. It currently states the questions should be answered if the applicant is age 60 or older and we would like to reserve the ability to either raise or lower the age 60 threshold. If we change in the future the ages could range from ages 19-85 Any change will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Page 3 of 8

Section 4 – Coverages Applied for: The rider (Additional Income Coverage Rider) section has been bracketed to indicate that additional riders or endorsements may be added in the future, or the rider currently offered may no longer be offered. However, no rider will be added or included on this form unless it has been previously approved by the appropriate regulatory authority, if approval is required.

Section 5 – Additional Riders: The riders have been bracketed to indicate that additional riders or endorsements may be added in the future, or riders currently offered may no longer be offered. However, no riders will be added or included on this form unless they have been previously approved by the appropriate regulatory authority, if approval is required.

Pages 4 and 5 of 8

Section 5 – Additional Riders: The riders have been bracketed to indicate that additional riders or endorsements may be added in the future, or riders currently offered may no longer be offered. However, no riders will be added to this form unless they have been previously approved by the appropriate regulatory authority, if approval is required.

The number of riders allowed for the “Education/Legacy Rider” has been bracketed to indicate that in the future we may want to change the number of each type of rider that may be elected under a single policy. If we were to change the number of riders allowed it could range from 1-10 riders. Should we make any change in the number of riders it would be for new issues only and would be administered on a uniform, non-discriminatory basis.

Page 6 of 8

Section 6 – Mode of Premium Payment: – The different pay modes have been bracketed to indicate that either all of the options shown here may not be available, or that additional payment options may be added. If any of the payment options listed are available the text that appears will be identical to the text that appears on the form.

Page 8 of 8

Section 11- Signature: The mailing address shown in this section has been bracketed to indicate that it may either change or an additional address may be added in the future.

Statement of Variability – Application for Individual Simplified Whole Life Insurance Part II (OL4703)

This Statement of Variability sets forth the variable information which will appear in brackets in application form **OL4703**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1 of 2

Company Addresses: Each address shown in the application has been bracketed to indicate that it may either change or an additional address may be added in the future.

Section 2 – Underwriting Questions: The proposed insured's age limit for completing certain questions has been bracketed to indicate that it could change in the future. It currently states the questions should be answered if the applicant is age 59 or younger and we would like to reserve the ability to either raise or lower the age 59 threshold. If we change in the future the ages could range from age 18 to 84. Any change will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Page 2 of 2

Section 3 – Additional Information: The section of the form is bracketed to indicate that if additional space is needed to answer a question on page 1 it would appear here. For example, should the applicant need additional space to answer question 3 in Section 2 regarding medications that information would appear here.

Statement of Variability –Application for Individual Simplified Whole Life Insurance Part II (OL4748)

This Statement of Variability sets forth the variable information which will appear in brackets in application form **OL4748**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1 of 2

Company Addresses: Each address shown in the application has been bracketed to indicate that it may either change or an additional address may be added in the future.

Section 2 – Underwriting Questions: The proposed insured's age limit for completing certain questions has been bracketed to indicate that it could change in the future. It currently states the questions should be answered if the applicant is age 59 or younger and we would like to reserve the ability to either raise or lower the age 59 threshold. If we change in the future the ages could range from age 18 to 84. Any change will be for new issues only and would be administered on a uniform, non-discriminatory basis.

Page 2 of 2

Section 3 – Additional Information: The section of the form is bracketed to indicate that if additional space is needed to answer a question on page 1 it would appear here. For example, should the applicant need additional space to answer question 3 in Section 2 regarding medications that information would appear here.

Statement of Variability – Policy Acceptance (OL4707)

This Statement of Variability sets forth the variable information which will appear in brackets in application form **OL4707**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1 of 1

Company Addresses: Each address shown in the form has been bracketed to indicate that it may either change or an additional address may be added in the future.

Amendments: The section of the form is bracketed to clarify information on the application which may be unique to each applicant. Information such as the name of the client's attending physician, the answers to questions left blank, the name and relationship for the beneficiary and/or owner or a change in the plan or amount are examples which may appear in the space allocated for amendments.

Statement of Variability – Policy Acceptance (OL4750)

This Statement of Variability sets forth the variable information which will appear in brackets in application form **OL4750**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1 of 1

Company Addresses: Each address shown in the form has been bracketed to indicate that it may either change or an additional address may be added in the future.

Amendments: The section of the form is bracketed to clarify information on the application which may be unique to each applicant. Information such as the name of the client's attending physician, the answers to questions left blank, the name and relationship for the beneficiary and/or owner or a change in the plan or amount are examples which may appear in the space allocated for amendments.

Statement of Variability – Policy Beneficiary Designation (OL4704)

This Statement of Variability sets forth the variable information which will appear in brackets in application form **OL4704**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1 of 1

Company Addresses: Each address shown in the form has been bracketed to indicate that it may either change or an additional address may be added in the future.

**ARKANSAS
CERTIFICATION**

FORM NO.	12FEWL
FORM TITLE	Level Premium Whole Life Insurance Policy
FLESCH SCORE	51.77
FORM NO.	12FEWL SP
FORM TITLE	Level Premium Whole Life Insurance Policy Schedule Pages
FLESCH SCORE	51.77
FORM NO.	12OL4701
FORM TITLE	Application for Individual Simplified Whole Life Insurance Part I
FLESCH SCORE	52.18
FORM NO.	12OL4703
FORM TITLE	Supplemental Application for Individual Simplified Whole Life Insurance Part II
FLESCH SCORE	56.73
FORM NO.	12OL4704
FORM TITLE	Policy Beneficiary Designation Form
FLESCH SCORE	50.84
FORM NO.	12OL4707
FORM TITLE	Policy Acceptance Form
FLESCH SCORE	55.03
FORM NO.	12OL4748
FORM TITLE	Supplemental Application for Individual Simplified Whole Life Insurance Part II
FLESCH SCORE	56.73
FORM NO.	12OL4750
FORM TITLE	Policy Acceptance Form
FLESCH SCORE	55.03
FORM NO.	12AIC
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	54.45
FORM NO.	12EB
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	55.43
FORM NO.	12INT
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	50.61

FORM NO.	12LEG
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	50.02
FORM NO.	12SLI
FORM TITLE	Recurring Life Insurance Death Benefit Payment Rider
FLESCH SCORE	50.38
FORM NO.	12ACDB
FORM TITLE	Accidental Death Benefit Rider
FLESCH SCORE	56.24
FORM NO.	11ADBT
FORM TITLE	Terminal Illness Accelerated Death Benefit Rider
FLESCH SCORE	50.30
FORM NO.	11ADBCI
FORM TITLE	Critical Illness Accelerated Death Benefit Rider
FLESCH SCORE	50.43

PHL Variable Insurance Company

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) comply with ACA 23-79-138 and Regulation 19s10 as well as all applicable requirements of the Department.

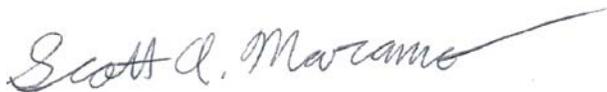


Signature: _____

Name: Joseph Bonfitto

Title: Compliance Associate

Date: December 12, 2012



Signature: _____

Name: Scott Maramo, FSA, MAAA

Title: Second Vice President Life & Annuity Product Implementation & Product Manager

Date: December 12, 2012