

SERFF Tracking Number: MCHX-G128264029 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number:
 Company Tracking Number: IPUL 8 (ED 04-12)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysvi
 Project Name/Number: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysville Life Insurance Company /IPUL 8 (ED 04-12) Indiv Universal Life -
 Harleysville Life Insurance Company

Filing at a Glance

Company: Harleysville Life Insurance Company

Product Name: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysvi	SERFF Tr Num: MCHX-G128264029	State: Arkansas
TOI: L09I Individual Life - Flexible Premium Adjustable Life	SERFF Status: Closed-Approved-Closed	State Tr Num:
Sub-TOI: L09I.001 Single Life	Co Tr Num: IPUL 8 (ED 04-12)	State Status: Approved-Closed
Filing Type: Form	Author: SPI McHughConsulting	Reviewer(s): Linda Bird
	Date Submitted: 04/23/2012	Disposition Date: 04/26/2012
		Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysville Life Insurance Company Status of Filing in Domicile: Pending

Project Number: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysville Life Insurance Company Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/26/2012

State Status Changed: 04/26/2012

Deemer Date:

Created By: SPI McHughConsulting

Submitted By: SPI McHughConsulting

Corresponding Filing Tracking Number:

Filing Description:

HARLEYSVILLE LIFE INSURANCE COMPANY

NAIC # 64327, FEIN # 23-1580983

Individual Universal Life Filing

Form IPUL 8 (AR) (ED 04-12), Flexible Premium Adjustable Universal Life Insurance Policy

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Form IPUL 8 (ED 04-12), Policy Schedule Pages
Form IRUL-028 (ED 04-12), Other Insured Term Insurance Benefit Rider
Form IRUL-029 (ED 04-12), Primary Insured Term Insurance Benefit Rider
Actuarial Memoranda

McHugh Consulting Resources, Inc. has been requested to file the attached forms on behalf of Harleysville Life Insurance Company. We respectfully attach an authorization letter for your files.

We are attaching the above-captioned filing for your review and approval for Harleysville Life Insurance Company. These forms are new and are not intended to replace any existing forms currently on file with your Department. The forms are being submitted in final printed form in which they will be distributed to Insureds.

This is Flexible Premium Adjustable Universal Life Insurance Policy. Flexible premiums are payable during the lifetime of the insured until the maturity date. The death benefit is adjustable. The policy contains a no-lapse guarantee which provides continued coverage in the first five policy years when the policy value is insufficient to cover the monthly deductions.

This is an illustrated product. It will be marketed through Harleysville's current distribution system of independent agents.

This policy is sex-distinct and Harleysville Life Insurance Company certifies that this policy will not be issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

Harleysville uses aggregate mortality tables at ages 16 and below. Tobacco/Non-Tobacco tables are not used until age 17. Also, all juveniles are issued into the Standard Non-Tobacco class.

Form IA-006 (Ed. 03-12) is the Application that will be used in applying for this product. This form was approved on 04/09/12 under Tracking Number HRLM-128209058 by your Department. Currently this Application will only be used in paper format.

The Other Insured Term Insurance Benefit Rider is an optional benefit available both at issue and after issue. The Other Insured must be within the issue ages available for the base Policy to which the rider is attached. The available issue ages for males and females are ages 0 through 85. This rider provides level term insurance on the life of the Other Insured covered by the Policy.

The Primary Insured Term Insurance Benefit Rider is an optional benefit available only at issue. The Primary Insured

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must be within the issue ages available for the base Policy to which the rider is attached. The available issue ages for males and females are ages 0 through 85. This rider provides level term insurance on the life of the Primary Insured covered by the Policy.

Attached are the Statement of Variability, any required Certifications, Checklists and/or fees for this filing.

We trust the attached is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if we may provide any additional information, please do not hesitate to contact the undersigned. Thank you for your consideration in this matter.

Very truly yours,

Linda Boyce
Consultant

Attachments
State Narrative:

Company and Contact

Filing Contact Information

Jackie Tootchen, Compliance Project Team Leader mcr@mchughconsulting.com
McHugh Consulting Resources, Inc. 215-230-7960 [Phone]
2005 South Easton Road, Suite 207 215-230-7961 [FAX]
Doylestown, PA 18901

Filing Company Information

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

Harleysville Life Insurance Company	CoCode: 64327	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type: Life
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 393-6118 ext. [Phone]	FEIN Number: 23-1580983	

Filing Fees

SERFF Tracking Number: MCHX-G128264029 *State:* Arkansas
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Fee Required? Yes
Fee Amount: \$200.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Life Insurance Company	\$200.00	04/23/2012	58422627

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/26/2012	04/26/2012

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Disposition Date: 04/26/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Health - Actuarial Justification	No	No
Supporting Document	Outline of Coverage	No	No
Supporting Document	Actuarial Memorandum Appendices for IPUL 8 (AR) (ED 04-12), Actuarial Memorandum Appendices for OIR, Actuarial Memorandum Appendices for PIR	No	No
Supporting Document	Statement of Variability	No	No
Supporting Document	Authorization Letter	No	No
Form	Flexible Premium Adjustable Universal Life Insurance Policy	No	No
Form	Policy Schedule Pages	No	No
Form	Other Insured Term Insurance Benefit Rider	No	No
Form	Primary Insured Term Insurance Benefit Rider	No	No

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Form Schedule

Lead Form Number: IPUL 8 (AR) (ED 04-12)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IPUL 8 (AR) (ED 04-12)	Policy/Cont	Flexible Premium ract/Fratern Adjustable Universal Life Insurance Policy Certificate	Initial		57.000	IPUL 8 _AR _ED 04-12_ Policy.PDF
	IPUL 8 (ED 04-12)	Schedule Pages	Policy Schedule Pages	Initial		57.000	IPUL 8 (ED 04-12) Page 3- COMPLETE. PDF
	IRUL-028 (ED 04-12)	Policy/Cont	Other Insured Term ract/Fratern Insurance Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	IRUL-028 (ED 04-12) Other Insured Benefit Rider.PDF
	IRUL-029 (ED 04-12)	Policy/Cont	Primary Insured ract/Fratern Term Insurance al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48.000	IRUL-029 (ED 04-12) Primary Insured Benefit Rider.PDF



**Harleysville Life Insurance Company
Harleysville, Pennsylvania**

[355 Maple Avenue – Harleysville, PA 19438-2297
Tel 800.222.1981 – www.harleysvillelife.com]

**Thank you for choosing Harleysville Life Insurance Company.
For Inquiries, Information and Resolution of Complaints, please call: [1-800-222-1981]**

HARLEYSVILLE LIFE INSURANCE COMPANY (referred to in this Policy as We, Us or Our) will pay the Death Benefit proceeds to the Beneficiary if the Insured dies prior to the Maturity Date and while this Policy is in force. Payment will be made after We receive proof of the Insured's death. All payments are governed by the provisions of this Policy.

We will pay the Net Cash Value of this Policy, if any, to the Owner on the Maturity Date if the Insured is living on that date.

TWENTY DAY RIGHT TO EXAMINE POLICY

Please examine Your Policy. Within twenty days after delivery, You can return it to Us, or to the representative from whom it was purchased, or to any other agent of Our company, with a Written Request for a full refund of premium, including any fees or charges. Upon such request, this Policy will be void from the Date of Issue and the parties shall be in the same position as if no Policy had been issued. If this is a replacement of an existing Policy or Contract, Your right to examine this Policy is extended from twenty days to thirty days, or any longer period as may be required by applicable law of the state where the Policy is delivered or issued for delivery.

We issue this Policy in consideration of the attached application and the payment of the first premium. The first premium must be paid on or before delivery of the Policy.

Your Policy is nonparticipating therefore, We will not pay dividends on Your Policy from Our surplus or profits. Any adjustments in the Cost of Insurance Charge or interest rates are determined and redetermined prospectively only. We will not recoup prior losses by means of such adjustment.

All provisions included in this and the following pages are part of the Policy.

We have signed this Policy at the Home Office, Harleysville, Pennsylvania on the Date of Issue.

[
[Robert A. Kauffman]
[Director and Secretary]

[
[Theodore A. Majewski]
[President and Chief Operating Officer]

FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY

Death Benefit payable at death prior to the Maturity Date.
Adjustable Death Benefit.

Flexible Premium payable during the lifetime of the Insured until Maturity Date.
The benefits, values, periods of coverage and premiums are on an indeterminate basis and the initial interest rate is guaranteed only for a limited period of time.

The Policy Schedule, Premiums, and the Premium Class are shown starting on page 3.

NONPARTICIPATING (No Dividends Payable)

READ YOUR POLICY CAREFULLY

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Followed by any Endorsements and additional Benefit Riders.
This is a legal Contract between You and Us.

DEFINITIONS

The following are key words used in this Policy. They are important in describing both Your rights and Ours. Other key words are defined throughout this Policy. When used in this Policy, key words are capitalized. As You read Your Policy, refer back to these definitions.

AGE - The Insured's Age at the Insured's last birthday.

CERTIFICATE OF POLICY ENDORSEMENT - An endorsement issued by Us to You which reflects any changes to Policy benefits and may result in a revised Policy Schedule.

DATE OF ISSUE - The date the Policy is issued. We will use this date to determine the start of the suicide and incontestability periods.

EFFECTIVE DATE OF SCHEDULE - The effective date of coverage.

INSURED - The person whose life is insured under this Policy as shown on the Policy Schedule.

MATURITY DATE - The Maturity Date is shown on the Policy Schedule. On the Maturity Date, this Policy will be terminated and You will receive the Net Cash Value, if any.

MONTHLY DATE - The same day of each month as the Policy Anniversary.

NOTICE TO US - Information We have received at Our Home Office which is written, signed by You, and is acceptable to Us.

POLICY - The Policy consists of this document, including all applicable endorsements and the application. It establishes the terms, provisions and conditions of insurance coverage.

POLICY ANNIVERSARY - The same date each year as the Date of Issue of this Policy.

POLICY INDEBTEDNESS - The total amount of any unpaid Policy Loans plus unpaid Loan Interest.

POLICY SCHEDULE - The specifications for Your Policy and can be found starting on page 3.

PROOF - Evidence satisfactory to Us for insurability or for other matters which require proof.

SPECIFIED AMOUNT - The amount shown in the Policy Schedule and is the amount upon which Death Benefits are calculated. The Minimum Specified Amount is also shown in the Policy Schedule.

WE, OUR, US - Harleysville Life Insurance Company.

WRITTEN REQUEST - A request in writing in a form acceptable to Us signed by You.

YOU, YOUR - The Owner of this Policy. The Owner may or may not be the Insured. The Owner is shown in the application, unless later changed.

GENERAL PROVISIONS

THE CONTRACT - This is Your Policy. The entire Contract consists of: this Policy; any attached riders, endorsements or amendments; the application; and any supplemental applications. All statements contained in the application shall, in the absence of fraud, be deemed representations and not warranties. Any applications for modifications to this Policy, which are based on additional evidence of insurability, shall be attached to this Policy in order to become part of the Contract.

Only Our President, Vice President or Our Secretary may modify this Policy, waive any of its conditions or make an agreement for Us.

OWNERSHIP - This Policy belongs to You. Unless You provide otherwise by Written Request, You exercise all rights and privileges in Your Policy while the Insured is living. If You are not the Insured and You die, Your estate will be the Owner.

You may change the Owner by Written Request. You must make this change while the Insured is alive. The change will take effect on the date the request was signed by You, unless You specify otherwise in Your Written Request. The change is subject to:

1. the rights of any assignee of which We have been notified;
2. any payment made or other action taken by Us prior to receipt of Your request.

Ownership of this Policy may not be transferred to a third party for consideration if it is in violation of applicable laws and regulations.

BENEFICIARY - The Beneficiary is named in the application, unless a later change is shown in Our records. We will pay the proceeds to the Beneficiary. If You have not named a Beneficiary or the Beneficiary is not alive, You or Your estate will be the Beneficiary.

You may change the Beneficiary by Written Request. You must make this change while the Insured is alive. The change in Beneficiary shall take effect on the date the notice of change is signed by You, unless You specify otherwise in Your Written Request. The change is subject to any payments made or actions taken by Us prior to receipt of this notice.

INCONTESTABILITY - Except as noted below, We will not contest this Policy after it has been in force during the lifetime of the Insured for two years from its Date of Issue or Reinstatement.

At all times while the Policy is in force, We may contest the Policy in the event of the following:

1. non-payment of premium; or
2. fraud in the procurement of this Policy, when permitted by applicable law in the state where this Policy was delivered or issued for delivery; or
3. at the option of Us, provisions related to benefits in the event of total and permanent disability and provisions related to accidental death benefit coverage.

If there is an increase in the Death Benefit, including a change in Death Benefit Option, that is subject to evidence of insurability, We will not contest the Policy as to that increase after it has been in force, during the lifetime of the Insured, for two years from the effective date of the increase.

GENERAL PROVISIONS (CONTINUED)

SUICIDE - If the Insured commits suicide, while sane or insane, within two years from the Date of Issue, We will limit Our payment to the premiums paid prior to death, less any Policy Indebtedness and less any Partial Surrenders. If the Insured commits suicide, while sane or insane, within two years from the effective date of any increase in benefit, including a change in Death Benefit Option, that is subject to evidence of insurability, We will limit Our payment on any increase in benefit to the Cost of Insurance Charges for such increase.

MISSTATEMENT OF AGE OR GENDER - Age in this Policy means the Age of the Insured on the Insured's last birthday. If there is an error in the Age or Gender of the Insured, the Death Benefit shall be adjusted to the amount which would have been purchased at the correct Age or Gender in consideration of the most recent Cost of Insurance Charge. We shall not make any retrospective recalculations to the Cash Value or Surrender Value. We may adjust future Monthly Deductions to reflect the corrected Age or Gender.

ASSIGNMENT - You may assign Your Policy while the Insured is alive. We will not be bound by the assignment until the signed, written original form has been filed at Our home office. The Assignment shall take effect on the date the notice of Assignment is signed by You, unless You specify otherwise in Your Written Request. It will be subject to any payment made or other action taken by Us before Our receipt of Your request. When it is filed, it will affect Your rights and the rights of any Beneficiary. We are not responsible for the validity of any assignment.

NONPARTICIPATION - We do not pay dividends on Your Policy from Our surplus or profits.

TERMINATION - The Policy will terminate and all insurance will stop:

1. on the date You request it by Notice To Us; or
2. when the Insured dies; or
3. when the Policy matures; or
4. when a Policy Loan plus Loan Interest exceeds the Surrender Value in accordance with the Loan Repayment provision; or
5. when the Policy lapses.

A lapse occurs when a needed premium or Loan Repayment is not paid by the end of the Grace Period.

REINSTATEMENT - You may put this Policy back in force by Notice To Us if:

1. the Policy lapsed; and
2. the Policy was not surrendered for the Surrender Value; and
3. the Insured gives Us proof of insurability; and
4. the application for Reinstatement is received within three years of the Termination date.

GENERAL PROVISIONS (CONTINUED)

The effective date of the Reinstatement will be the Monthly Date on or immediately following the date the application for Reinstatement is approved by Us. The amount of premium needed to reinstate the Policy is the minimum of:

1. the premium necessary to reinstate the NLG, if applicable; or
2. payment sufficient to cover the Monthly Deductions due during the Grace Period plus sufficient premium to maintain the Policy in force for three months. You must pay or reinstate any Policy Indebtedness.

The Cash Value at the time of Reinstatement will equal 1 plus 2 plus 3 minus 4, where:

1. is the Cash Value at the time of lapse;
2. is the premiums received at Reinstatement, net of the Premium Expense Charge;
3. is any Policy Indebtedness repaid or reinstated;
4. is the Monthly Deduction for the month to follow.

The No-Lapse Guarantee provision may be reinstated in accordance with the NLG Reinstatement provision. Surrender Charges will continue as if the Policy did not terminate. We may contest the reinstated Policy, during the lifetime of the Insured, for two years from the effective date of the Reinstatement based on answers on the application for Reinstatement.

CONFORMITY WITH LAWS - This Policy is subject to the laws of the state where You resided when the application was signed. If part of this Policy does not follow that law, it will be treated as if it does.

POLICY SETTLEMENTS - We will make all payments under Your Policy, less any Policy Indebtedness, at Our home office in Harleystown, Pennsylvania 19438.

ANNUAL REPORT - We will send You a report, without charge, once each year, no later than four months after the end of the current report period, containing at least the following information:

1. the beginning and end dates of the current report period; and
2. the Cash Value, if any, at the beginning and end of the current report period; and
3. the amounts that have been credited or debited to the Cash Value during the current report period; and
4. the current Death Benefit at the end of the current report period; and
5. the Net Cash Value, if any, at the end of the current report period; and
6. the amount of any outstanding Policy Loans, if any, at the end of the current report period; and
7. a notice, if the Net Cash Value accumulated with guaranteed interest, mortality, expense loads and continued scheduled premium payments will not maintain insurance in force until the end of the next reporting period.

PROJECTION REPORT - We will provide a projection of illustrative future Death Benefits and Cash Values, without charge, once each year upon Written Request by You. Any additional requested reports after the first report per year may require payment of a service fee. The fee payable, if any, will be shown on the Policy Schedule. The illustration will be based on assumptions as to Specified Amounts, type of coverage, options and future premium payments as may be specified by You, and such other assumptions as are necessary and specified by Us and/or You.

DEATH BENEFIT PROVISION

DEATH BENEFIT - Upon the Insured's death, We will pay the Death Benefit proceeds to the Beneficiary, subject to the provisions of this Policy as long as:

1. this Policy is in force; and
2. We receive Proof of Death of the Insured.

We will include any applicable interest from the date of death to the payment date. The Death Benefit proceeds paid shall be at least equal to the Death Benefit of the Policy and any riders that are payable, less any Policy Indebtedness and overdue Monthly Deductions as described in the Grace Period provision.

Applicable interest is determined as follows:

1. Interest shall accrue and be payable from the date of death.
2. Interest shall accrue at the rate or rates applicable to the Policy for funds left on deposit or, if We have not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the effective annual rate or rates, We shall use the rate in effect on the date of death.
3. If proceeds on Your Policy are not paid with a reasonable period of time after Proof of Death on the Insured has been provided to Us, We shall pay interest upon the proceeds at a rate of 8% per year payable from the date of death. A reasonable period of time shall be a period of time sufficient to complete an investigation of the cause of death and to process the necessary claims. In no case shall this period exceed 30 days.

Proof of Death includes, but is not limited to, a fully completed Beneficiary claim form, a certified copy of the death certificate of the Insured or other lawful evidence providing equivalent information, and the return of the Schedule of Benefits and Premiums page or a completed Request for Duplicate Policy form.

Payment will be issued in a timely fashion and in accordance with the Beneficiary designations and applicable assignments of record or the provisions of this Policy.

MINIMUM DEATH BENEFIT - The Minimum Death Benefit is determined by multiplying the Cash Value by the appropriate factor as stated in the table of Death Benefit Factors found in the Policy Schedule.

DEATH BENEFIT PROVISION (CONTINUED)

DEATH BENEFIT OPTIONS - The Death Benefit is determined by the Death Benefit Option in effect at the time of the Insured's death. The available Death Benefit Options are as follows:

Death Benefit Option 1 - The Death Benefit equals the greater of:

1. the Specified Amount, less the amount of any Partial Surrenders;
2. the sum of the Cash Value and \$10,000;
3. the Minimum Death Benefit.

Death Benefit Option 2 - The Death Benefit equals the greater of:

1. the sum of the Specified Amount and the Cash Value;
2. the Minimum Death Benefit.

POLICY CHANGE PROVISION

POLICY CHANGES - A change in any of the following items will cause a change in the Policy Schedule which will be reflected in a Certificate of Policy Endorsement provided at the time of change:

1. Specified Amount
2. Death Benefit Option
3. Risk Class

CHANGES IN SPECIFIED AMOUNT - By Notice to Us and subject to Our approval, the Specified Amount may be increased or decreased after Your Policy has been in effect for one year. We reserve the right to limit or refuse changes in the Specified Amount. Any changes to the Specified Amount will be effective on the Monthly Date following the date of approval of such change. We will send You a new Policy Schedule which reflects the new Specified Amount and, for increases to the Specified Amount, the new Surrender Charges by duration and Monthly Expense Charges applicable to the increase. Any change is subject to the following conditions:

1. Increase in the Specified Amount - Increases in the Specified Amount are subject to evidence of insurability satisfactory to Us. The Surrender Charge will be increased by an amount based on the Specified Amount increase. An increase will result in new Cost of Insurance Rates and a new Monthly Expense Charge. An increase is also subject to the sufficiency of the Surrender Value to cover Monthly Deductions to the next Policy Anniversary.
2. Decrease in the Specified Amount - Decreases in the Specified Amount will apply first against the most recent increase, then against the next most recent increases successively, and finally, against the Specified Amount at the Date of Issue. Any decrease must be such that the Specified Amount will not be less than the Minimum Specified Amount shown in the Policy Schedule or less than an amount that would cause this Policy to fail to qualify as life insurance under applicable tax laws. There will be no reduction in Surrender Charges or Monthly Expense Charges.

CHANGES IN DEATH BENEFIT OPTION - By Notice to Us, You may change the Death Benefit Option after Your Policy has been in effect for one year. Any changes to the Death Benefit Option will be effective on the Monthly Date following the date of approval of such change.

POLICY CHANGE PROVISION (CONTINUED)

We will not approve a change in Death Benefit Option if it reduces the Specified Amount below the Minimum Specified Amount as shown in the Policy Schedule. Any change is subject to the following conditions:

1. if You request a change from Death Benefit Option 1 to Death Benefit Option 2, the Specified Amount will decrease by the amount of the Cash Value. You may submit a Written Request to Us if You would like the Specified Amount to remain the same, however, any increase in Net Amount at Risk to Us requires Our acceptance of Your insurability.
2. if You request a change from Death Benefit Option 2 to Death Benefit Option 1, the Specified Amount will be increased to include the Cash Value. You may submit a Written Request to Us if You would like the Specified Amount to remain the same.

CHANGES IN RISK CLASS - By Notice to Us and subject to Our approval, You may request a change in risk class. Any change in risk class will be effective on the Monthly Date following the date of approval of such change.

PREMIUM PROVISION

PREMIUMS - The Initial Premium is the amount paid on or before delivery of this Policy. You may make other premium payments at any time prior to the Maturity Date subject to the following:

1. a Percent of Premium Expense Charge as shown on the Schedule Page will be applied to each premium payment.
2. We may limit the amount of any premium that would cause this Policy to fail to qualify as life insurance under applicable tax laws. We will refund any premium beyond the amount that would disqualify the Policy as a life insurance contract. However, We will accept an amount necessary to keep the Policy in force.
3. for Death Benefit Option 2, We may require evidence of insurability prior to accepting a premium payment if, due to the payment of such premium, the difference between the Death Benefit and the Cash Value would be increased.
4. unless You provide otherwise by Written Request, any payment We receive will be used as a premium payment.

PLANNED PERIODIC PREMIUM - The Planned Periodic Premium amount and frequency are shown on the Policy Schedule. We will send to the Payor indicated on the application Planned Periodic Premium reminder notices. If the mode of premium payment is pre-authorized check, or any other automatic payment, no reminder notice will be sent. You may make unscheduled premium payments.

NO-LAPSE GUARANTEE - This Policy will not enter the Grace Period during the five year No-Lapse Guarantee Period, shown on the Policy Schedule, if the NLG Test, as defined in the No-Lapse Guarantee provision, is satisfied.

CONTINUATION OF INSURANCE - After the No-Lapse Guarantee Period or if the NLG is no longer in force, if premium payments are not continued, insurance coverage under this Policy and any benefits provided by rider will be continued until the Net Cash Value is insufficient to cover the Monthly Deduction as provided in the Grace Period provision. This provision will not continue the Policy beyond the Maturity Date nor continue any rider beyond the date of its Termination, as provided in the rider.

PREMIUM PROVISION (CONTINUED)

GRACE PERIOD - A Grace Period of 60 days will be given for the payment of the required premium to keep the Policy in force if:

1. on a Monthly Date during the first five Policy Years, the Policy has not satisfied the NLG Test and the Net Cash Value is less than the Monthly Deduction for the Policy month to follow; or
2. on a Monthly Date on or after the fifth Policy Anniversary, the Net Cash Value is less than the Monthly Deduction for the Policy month to follow.

The Policy will remain in force during the Grace Period. Any payments sent by U.S. mail shall be postmarked within the Grace Period. At least 30 days prior to Termination of coverage, We will send a written notice to You at the last known address We have for You and to any assignee on record. If the needed premium is not received by Us at the end of the applicable Grace Period, all insurance is terminated without Surrender Value. The amount required to avoid lapse is the amount necessary to satisfy the No-Lapse Guarantee Test, if applicable, or the amount necessary to keep the Policy in force to the next Monthly Date, whichever is less. If the Insured dies during the Grace Period, the Death Benefit payable will be reduced by any overdue Monthly Deductions.

POLICY VALUES

CASH VALUE - The Cash Value on the Date of Issue is the Initial Premium minus the Percentage of Premium Expense Charge, as shown in the Policy Schedule, and the first Monthly Deduction. The Cash Value on each Monthly Date thereafter will equal 1 plus 2 minus 3 minus 4, where:

1. is the Cash Value on the prior Monthly Date, plus one month's interest on such amount;
2. is the premiums received since the prior Monthly Date, net of the Premium Expense Charge, plus interest credited from the date of receipt by Us of the premiums net of the Premium Expense Charge to the Monthly Date;
3. is the Monthly Deduction for the month to follow;
4. is the sum of any Partial Surrenders and Partial Surrender fees since the prior Monthly Date plus interest from the date of such Partial Surrender to the Monthly Date.

On any day between Monthly Dates, the Cash Value will reflect the premiums paid minus the Percentage of Premium Expense Charge and any Partial Surrenders made and any interest based on the time elapsed since the prior Monthly Date.

If the Cash Value is negative but the Policy remains in force due to the No-Lapse Guarantee, Monthly Deductions will continue to be charged in the determination of the Cash Value. No interest will be credited to the Cash Value which would have resulted in an interest charge during this time. If, at some future date, the No-Lapse Guarantee no longer applies, premium must be paid to make the Cash Value positive and sufficient to cover Monthly Deductions on the next Monthly Date.

NET CASH VALUE - The Net Cash Value is the Cash Value minus the sum of 1 and 2 where:

1. is any Policy Indebtedness; and
2. is the Surrender Charge.

POLICY VALUES (CONTINUED)

GUARANTEED INTEREST RATE - The Guaranteed Interest Rate is the minimum interest rate to be applied to the Cash Value, shown on the Policy Schedule. The rate credited to any Cash Value which equals a Policy Loan is shown on the Policy Schedule. We may calculate interest in excess of the Guaranteed Interest Rate according to any method We choose. Any change in such excess interest will be determined on a prospective basis only. We will not recoup any prior losses by means of such change.

MONTHLY DEDUCTION - The Monthly Deduction for a Policy month is 1 plus 2 where:

1. is the Cost of Insurance Charge and the cost for any riders attached to this Policy; and
2. is the Monthly Expense Charge set forth on the Policy Schedule.

COST OF INSURANCE CHARGE - The Cost of Insurance Charge is determined based upon the Insured's Age on the most recent Policy Anniversary and the Death Benefit on the Monthly Date. The Cost of Insurance Charge is equal to 1 times the result of 3 minus 2 where:

1. is the Cost of Insurance Rate divided by 1,000;
2. is the Cash Value on the Monthly Date before subtraction of the Cost of Insurance Charge and the cost of any riders; and
3. is the Death Benefit on the Monthly Date divided by 1 plus the Monthly Interest Rate Factor shown on the Policy Schedule.

COST OF INSURANCE RATE - The Cost of Insurance Rates are based upon the Issue Age and Policy Year, Sex, Specified Amount and Rate Class of the Insured. The Cost of Insurance Rates vary based on the Specified Amount shown on the Policy Schedule. Included in the Cost of Insurance Rates is a charge based on future expectation of experience for mortality, interest risk, expenses, taxes and persistency factors. A change in any of these factors may cause a change in the Cost of Insurance Rates. At Our option, We can use lower rates, but not higher rates than the Guaranteed Maximum Monthly Cost of Insurance Rates shown in the Policy Schedule.

The Guaranteed Maximum Monthly Cost of Insurance Rates do not vary based on the Specified Amount. Any change in rates will apply on a uniform basis for Insureds of the same Age, Sex, and Rate Class whose policies have been in force the same length of time, and will be effective on a prospective basis only. We will not recoup any prior losses by means of such a change.

NO-LAPSE GUARANTEE PROVISION

NO-LAPSE GUARANTEE or NLG - The NLG is a secondary guarantee offered in the Policy which provides continued coverage when the Policy Value is insufficient to cover the Monthly Deductions. The Policy will remain in force when the NLG is in effect. The No-Lapse Guarantee does not mean that this Policy will never lapse.

NLG MATURITY DATE - The NLG Maturity Date is shown in the Policy Schedule. Provided the cumulative premiums paid minus any Policy Loans and Partial Surrenders equals or exceeds the cumulative No-Lapse Guarantee premiums, the Policy will not fail the NLG Test prior to this NLG Maturity Date.

NO-LAPSE GUARANTEE PROVISION (CONTINUED)

NLG MINIMUM MONTHLY PREMIUM - The NLG Minimum Monthly Premium is the Minimum Premium required to satisfy the NLG Test to the NLG Maturity Date. The NLG Minimum Monthly Premium is shown on the Policy Schedule. After the No-Lapse Guarantee Period, the Policy, on a guaranteed basis, may be insufficient to keep the Policy in force unless an additional payment is made at that time.

The NLG Minimum Monthly Premium may change upon:

1. a change in the Specified Amount;
2. a change in the Death Benefit Option;
3. a change in the Rate Class of the Insured;
4. a change in rider benefits attached to this Policy;
5. the removal of a substandard rating.

The resulting change in the NLG Minimum Monthly Premium will be reflected in a Certificate of Policy Endorsement provided at the time of change. The No-Lapse Guarantee Period on the Effective Date of the Policy will not change.

NLG TEST - The NLG Test is used to determine if the NLG is in effect.

A Minimum Premium Test is applicable in Policy Years 1 through 5. The Minimum Premium Test is met if the sum of the premiums paid minus any Policy Loans and Partial Surrenders equals or exceeds the sum of the No-Lapse Guarantee Minimum Monthly Premiums due to the next Monthly Date. This requirement is tested on each Monthly Date during the No-Lapse Guarantee period. If the Minimum Premium Test is not satisfied, the No-Lapse Guarantee no longer applies. The No-Lapse Guarantee can be reinstated under the terms of the No-Lapse Guarantee Catch-Up provision.

NLG GRACE PERIOD - A Grace Period of 60 days will be given for the payment of the required premium to keep the NLG in force if on a Monthly Date during the first five Policy Years, the Policy has not satisfied the Minimum Premium portion of the NLG Test.

At least 30 days prior to Termination of the NLG, We will send a written notice to You at the last known address We have for You and to any assignee on record. If the needed premium is not received by Us within the Grace Period, the NLG will be terminated. The amount required to keep the NLG in force is the amount necessary to satisfy the No-Lapse Guarantee Test.

Upon Termination of the NLG, the Policy will remain in force only if the Policy Value is sufficient to cover all Monthly Deductions.

NLG CATCH-UP PROVISION - If the Policy fails the NLG Test and the NLG is no longer in force, but the Policy itself remains in force, You have the ability to reinstate the NLG one time if the following conditions are met:

1. Your NLG Grace Period has expired; and
2. You provide Written Request to catch-up the NLG; and
3. It is within twelve months since the Policy failed the NLG Test; and
4. You have not previously exercised this provision.

NO-LAPSE GUARANTEE PROVISION (CONTINUED)

NLG REINSTATEMENT - Upon Reinstatement of the Policy, You may put the NLG back in force if all of the following conditions are met:

1. both the Policy Value and the NLGA were in force until the Policy lapsed; and
2. the Policy was not surrendered for the Surrender Value; and
3. the application for Reinstatement is received within 90 days of the Termination date; and
4. You have not previously exercised this provision.

In Policy Years 1 through 5, the amount of premium needed to reinstate the NLG is an amount such that the sum of all premiums paid minus any Policy Loans and Partial Surrenders exceeds the sum of the No-Lapse Guarantee Minimum Monthly Premiums to the next Monthly Date. Interest will be charged on these premiums required for Reinstatement at a rate of 6.00%.

NLG TRANSFERABILITY - Ownership of this Policy may not be transferred to a third party for consideration if it is in violation of applicable laws and regulations. Any attempt to do so will result in the immediate termination of the No-Lapse Guarantee.

SURRENDER PROVISION

SURRENDER CHARGE - The Surrender Charge is the applicable Surrender Charge shown on the Surrender Charge Table in the Policy Schedule. The Surrender Charge will increase if You increase Your Specified Amount. It will not be adjusted if You decrease Your Specified Amount. The Certificate of Policy Endorsement will show the Surrender Charge Table reflecting the increased Specified Amount. The Surrender Charge does not change upon Reinstatement as defined in the Reinstatement Provision.

SURRENDER VALUE - The Surrender Value is equal to the Cash Value minus the Surrender Charges.

SURRENDER - You may surrender this Policy on any date during the lifetime of the Insured and before the Maturity Date upon Written Request by You to Us. The amount payable on Surrender of this Policy will be the Net Cash Value. This Net Cash Value will be paid in cash or under an elected optional mode of Settlement.

If Surrender is requested within 30 days after a Policy Anniversary, the Net Cash Value will not be less than the Net Cash Value on the Policy Anniversary, less any Policy Loans or Partial Surrenders made on or after that Policy Anniversary.

We reserve the right to defer the payment of the Net Cash Value for the period permitted by law, but not for more than six months after receipt of Written Request for Surrender and surrender of the Policy.

PARTIAL SURRENDER - After the first Policy Year, You may request, in writing, a Partial Surrender of this Policy for cash. Such Partial Surrender will be subject to the following:

1. the Partial Surrender Amount may not be less than the amount listed on the Policy Schedule;
2. no more than one Partial Surrender may be made in each Policy Year;
3. the Partial Surrender may not reduce the Net Cash Value below the minimum listed on the Policy Schedule;
4. a fee will be charged for each Partial Surrender. This fee is added to the Partial Surrender Amount requested. The fee is shown on the Policy Schedule.

SURRENDER PROVISION (CONTINUED)

When a Partial Surrender is made, the amount of the Partial Surrender will be deducted from the Cash Value. Also, the Death Benefit will be reduced by the amount of the Partial Surrender. However, no Partial Surrender will be allowed that reduces the Death Benefit below the Minimum Specified Amount shown on the Policy Schedule.

We reserve the right to defer payment for the period permitted by law, but not for more than six months unless the Partial Surrender is to be applied to the payment of premiums on other policies in force with Us.

POLICY LOANS PROVISION

POLICY LOANS - You may take a Policy Loan if Your Policy has sufficient Net Cash Value. You must complete a form satisfactory to Us. This form will assign the Policy to Us as sole security for the Policy Loan. The most We will lend You is the Net Cash Value on the next Policy Anniversary assuming no future premium payments, minus interest on the Policy Loan to the next Policy Anniversary, minus the total Monthly Deductions to the next Policy Anniversary.

If the total Policy Loan plus Loan Interest exceeds the Surrender Value on any date, this Policy will terminate and have no further value 60 days after that date. Written notice of such Termination will be mailed to the Owner at the last known address We have for You and to any assignee on record at Our home office 30 days prior to Termination. Termination can be avoided by You paying an amount sufficient to produce a positive Surrender Value.

You may ask for a Policy Loan at any time. We have the right to wait up to six months after We receive notice to make a Policy Loan, unless such payment will be made to pay premiums on other Policies in force with Us.

LOAN INTEREST - We will charge You interest on Your Policy Loan. The Maximum Loan Interest Rate is shown on the Policy Schedule. Loan Interest is due on each Policy Anniversary and on the date the Policy Loan is settled. If You do not pay the Loan Interest when due, it will be added to the Policy Loan.

LOAN REPAYMENT - Any Policy Indebtedness which has not been repaid may be repaid in whole or in part at any time while this Policy is in force.

SETTLEMENT OPTIONS

ELECTION OF A SETTLEMENT OPTION - If You provide Notice to Us, We will pay any amount due under Your Policy under one of the Settlement Options described below. If at the time of death of the Insured, a Settlement Option has not been elected, then the Beneficiary may make an election.

AVAILABILITY OF SETTLEMENT OPTIONS - We will not allow the use of a Settlement Option if:

1. the proceeds to be paid under any Settlement Option to a single payee is less than \$5,000; or
2. any income or interest payment should amount to less than \$50.

METHOD OF PAYMENT - We will make income payments monthly, quarterly, semi-annually or annually at the option of the payee. We will furnish upon Notice to Us the amounts of the payments not shown in the Settlement Option Table. The first payment under a Settlement Option will be made on the effective date of the Settlement Option. However, under Option 1, it will be payable at the end of the first payment interval. If the proceeds arise from Surrender, We are allowed to defer the first payment under any Settlement Option for a period of up to six months.

DESCRIPTION OF SETTLEMENT OPTIONS

Proceeds of \$5,000 or more which are payable under this Policy may be applied under any of these options:

OPTION 1 - Interest - Annual interest payments on proceeds left on deposit with Us, at a rate shown on the Policy Schedule, will be made for: (a) the life of the payee; or (b) a fixed period not to exceed 30 years.

OPTION 2 - Fixed Period - We will make equal payment amounts payable for a fixed period of up to 30 years. The amount of each payment will be determined from the Settlement Option Table. The factors are shown in the Policy Schedule.

OPTION 3 - Life Income - We will make monthly payments for the lifetime of the payee for life only or provide a life income with 10 years certain. Option 3 is available at the ages and factors shown in the Settlement Option Table in the Policy Schedule. On request, We may consider Option 3 at other ages.

OPTION 4 - Fixed Amount - Payments of a fixed amount will be made until the proceeds and interest are fully paid. Payments will be of an amount not less than \$5 per month for each \$1,000 of proceeds.

At the time of their commencement, the annuity benefits provided under these options will not be less than those that would be provided by the application of the Net Cash Value to purchase a single consideration immediate annuity contract at purchase rates offered by the company at the time to the same class of annuitants.

CONDITIONS - Election of options is subject to the following conditions:

1. election must be made by You while the Insured is living. If no election is made by the time of the Insured's death, then the Beneficiary may elect an option;
2. a change of Beneficiary after election of an option revokes any prior election;
3. proceeds must be sufficient to produce an installment or interest payments of at least \$20;
4. options are available only with Our written consent if (a) this Policy is assigned; or (b) the payee is a trustee or business entity;
5. unless the option was elected by the person to receive the payment, withdrawal or transfer of proceeds between options may be made only to the extent stated in the Withdrawal Value Provision. Option 3 may not be changed after income payments begin.

WITHDRAWAL VALUE - Unless We say otherwise in the election of a Settlement Option, the payee has the right to receive the Withdrawal Value for the Settlement Option.

1. Under Option 1, the Withdrawal Value will be any unpaid balance of proceeds plus any accrued interest.
2. Under Option 2, the Withdrawal Value will be the commuted value of any payments not yet paid. We will calculate this value at an annual rate of interest shown on the Policy Schedule.
3. Under Option 3, there are no withdrawal privileges.
4. Under Option 4, the Withdrawal Value will be the commuted value of any payments not yet paid. We will calculate this value at an annual rate of interest shown on the Policy Schedule.

DESCRIPTION OF SETTLEMENT OPTIONS (CONTINUED)

ADDITIONAL INTEREST - We may pay or credit interest in addition to the interest specified under any of the Settlement Options. We alone will determine the time and amount of this interest.

RIGHTS OF PAYEE - The payee has the right to name a contingent payee to receive any amount still payable if the payee dies.

REQUEST FOR ALTERNATE PAYMENT - The payee may request another form of payment in writing. However, We must approve this request.

ANNUITY OPTION - The payee may use the proceeds under the Policy to purchase a single premium immediate annuity being issued by Us on the date of Settlement. The payee may elect this by filing a Written Request within 31 days of Settlement. The annuity must be on the payee's own life.

HARLEYSVILLE LIFE INSURANCE COMPANY

FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY

Death Benefit payable at death prior to the Maturity Date.
Adjustable Death Benefit.

Flexible Premium payable during the lifetime of the Insured until Maturity Date.
The benefits, values, periods of coverage and premiums are on an indeterminate basis and
the initial interest rate is guaranteed only for a limited period of time.

The Policy Schedule, Premiums, and the Premium Class are shown on page 3.
NONPARTICIPATING (No Dividends Payable)

POLICY SCHEDULE

POLICY BENEFITS

	Specified Amount	Monthly Cost of Insurance Rate	# Years Payable
Flexible Premium Adjustable Universal Life	[25,000]	See Page 3[D]	[85]
Death Benefit Option [1]			

PREMIUM AMOUNTS

Initial Premium -	[\$280.50]		
Planned Periodic Premium -	[\$280.50]		
Planned Payment Interval-	[Annual]	Premium Payment Period To:	[3/16/2097]

NO-LAPSE GUARANTEES

No-Lapse Guarantee Minimum Monthly Premium -	[\$16.73]	
No-Lapse Guarantee Minimum Monthly Premium Expiration Date-		[3/15/2017]
No-Lapse Guarantee Period-	5 Years	

As long as the No-Lapse Guarantee Test requirements are met, this premium guarantees that the Policy will not terminate prior to the Expiration Date shown above. See the No-Lapse Guarantee Provisions on Page 12.

RIDERS AND EXCLUSIONS - See Page 3[A]

Assuming that you have paid the cumulative No-Lapse Minimum Monthly Premium through the No-Lapse Guarantee Expiration Date, the additional amount required to be paid at the end of the No-Lapse Guarantee Period to keep the Policy from entering the Grace Period is \$[0]. This amount assumes continuation of the Specified Amount, payment of the No-Lapse Guarantee Minimum Monthly Premium and no Policy Loans or Partial Surrenders.

The Initial and Planned Periodic Premiums are not sufficient to provide for benefits beyond policy year [85] month [N/A] unless interest credited or Cost of Insurance Rates assessed are more favorable than those guaranteed in the policy.

*******DISCLOSURE STATEMENT*******

IT IS POSSIBLE THAT COVERAGE WILL EXPIRE PRIOR TO THE MATURITY DATE OF THE CONTRACT WHERE EITHER NO PREMIUMS ARE PAID OR PREMIUMS ARE NOT SUFFICIENT TO CONTINUE COVERAGE TO THE MATURITY DATE. THERE MAY BE LITTLE OR NO CASH VALUE TO BE PAID ON THE MATURITY DATE.

Policy Number -	[MSNS99]	Specified Amount -	[\$25,000]
Date of Issue-	[3/15/2012]	Minimum Specified Amount -	[\$25,000]
Maturity Date-	[3/15/2097]	Monthly Date -	[15]
Effective Date of Schedule-	[3/15/2012]		
Insured- [John Doe]		Issue Age -	[35]
Insured Rate Class- [Standard Non-Tobacco]		Sex -	[M]
[Other Insured- [Jane Doe]		Other Insured Issue Age -	[35]
Other Insured Rate Class- [Standard Non-Tobacco]		Other Insured Sex -	[F]

Owner - [John Doe]
Beneficiary - as stated in the application for this Policy unless changed in accordance with Policy Provisions.

POLICY NUMBER: [MSNS99]
IPUL 8 (ED 04-12)

EFFECTIVE DATE OF SCHEDULE: [3/15/2012]
PAGE 3

POLICY SCHEDULE (CONTINUED)

RIDERS AND EXCLUSIONS:

	Specified Amount	Monthly Cost of Insurance Charge	# Years Payable
Accelerated Death Benefit	See Rider	None	[85]
Preferred Loan	See Rider	None	[85]
[Accidental Death Benefit]	[\$X,XXX,XXX]	See page 3[X]	[XX]
[Children's Level Term Insurance Benefit]	[\$XX,XXX]	[\$XX.XX]	[XX]
[Other Insured Benefit]	[\$X,XXX,XXX]	See page 3[X]	[XX]
[Primary Insured Rider]	[\$X,XXX,XXX]	See page 3[X]	[XX]
[Cost of Living]	See Rider	See page 3[X]	[XX]
[Waiver of Monthly Deduction]	See Rider	See page 3[X]	[XX]
[Scheduled Increase Option]	[\$XX,XXX]	[\$XXX.XX]	[XX]
[Aviation Exclusion]	None	None	

EXPENSE CHARGES

Current Percentage of Premium Expense Charge - [6.00%] of premiums paid in years 1 through 10; [4%] in years 11 through 16; [2%] for all remaining years
 Guaranteed Percentage of Premium Expense Charge - [6.00%] of premiums paid in all years
 Current Monthly Per Policy Expense Charge -[\$12.00] per month for years 1 through 16; [\$0.00] per month for all remaining years
 Guaranteed Monthly Per Policy Expense Charge - [\$12.00] per month in all years
 Monthly Per Unit Expense Charge - [\$0.20] per month for every \$1,000.00 of Specified Amount for year 1 only

SURRENDER CHARGE FOR INITIAL SPECIFIED AMOUNT

Policy Year	Charge						
1	[515.50]	5	[490.00]	9	[462.50]	13	[277.50]
2	509.50	6	483.25	10	416.25	14	231.25
3	503.00	7	476.50	11	370.00	15	185.00]
4	496.50]	8	469.50]	12	323.75]		

The Partial Surrender Amount cannot be less than [\$500.00] and cannot reduce the Net Cash Value below [\$1,000.00].
 Partial Surrender Fee - [\$25.00]
 Projection Report Administration Fee - [\$0.00]
 Administration Fee for Accelerated Death Benefit - [\$0.00]

POLICY VALUES AND INTEREST RATES

Guaranteed Interest Rate - annual rate compounded daily for an effective rate of 2.00%
 Monthly Interest Rate Factor - 0.1651581%
 The Monthly Interest Rate Factor is used in calculating the Cost of Insurance Charge as described on page [12] of the Policy.
 Maximum Loan Interest Rate charged on Loan Amount - 6.00% in arrears
 Maximum No-Lapse Guarantee Catch-Up Interest Rate in Policy Years 1 through 5 - 6.00%

BASIS OF CALCULATIONS

Minimum Cash Values, Surrender Values, and reserves for the Policy are based on the 2001 Commissioners' Standard Ordinary Mortality Table, tobacco and non-tobacco, Age Last Birthday, and interest at 2.00% compounded annually. Values are the same or greater than the minimum set by the laws where the application was signed. Where required, We have filed a detailed statement about this with the state insurance department. It shows the figures and methods used.

POLICY NUMBER: [MSNS99]
IPUL 8 (ED 04-12)

EFFECTIVE DATE OF SCHEDULE:

[3/15/2012]
 PAGE 3[A]

POLICY SCHEDULE (CONTINUED)
SETTLEMENT OPTION TABLE
Per \$1,000 of Proceeds Settled

Option 1 - Interest Only

Minimum Interest Rate 2.00%

Option 2 - Income for Specified Period

Years	Payment	Years	Payment
5	[17.34	18	[5.61
6	14.59	19	5.36
7	12.63	20	5.14
8	11.18	21	4.94
9	10.06	22	4.76
10	9.18	23	4.60
11	8.44	24	4.45
12	7.82	25	4.31
13	7.31	26	4.18
14	6.87	27	4.06
15	6.49	28	3.95
16	6.17	29	3.85
17	5.88]	30	3.76]

Option 3 - Life Income*

Life Income with 10 Years Certain

Life Income Only

Age	Male	Female									
50	[3.26	3.03	68	[5.06	4.63	50	[3.28	3.04	68	[5.30	4.74
51	3.32	3.09	69	5.22	4.77	51	3.34	3.10	69	5.49	4.90
52	3.39	3.15	70	5.37	4.92	52	3.41	3.16	70	5.69	5.08
53	3.46	3.21	71	5.53	5.08	53	3.49	3.22	71	5.91	5.27
54	3.53	3.27	72	5.70	5.25	54	3.56	3.29	72	6.14	5.47
55	3.61	3.34	73	5.87	5.42	55	3.64	3.36	73	6.39	5.69
56	3.69	3.41	74	6.04	5.60	56	3.73	3.43	74	6.65	5.93
57	3.78	3.48	75	6.22	5.79	57	3.82	3.51	75	6.93	6.19
58	3.87	3.56	76	6.40	5.98	58	3.92	3.59	76	7.23	6.46
59	3.96	3.64	77	6.59	6.18	59	4.02	3.67	77	7.56	6.76
60	4.06	3.73	78	6.77	6.39	60	4.13	3.76	78	7.90	7.09
61	4.17	3.82	79	6.95	6.59	61	4.24	3.86	79	8.27	7.44
62	4.28	3.92	80	7.13	6.80	62	4.37	3.96	80	8.67	7.81
63	4.39	4.02	81	7.31	7.01	63	4.50	4.07	81	9.09	8.22
64	4.52	4.13	82	7.48	7.21	64	4.64	4.19	82	9.54	8.67
65	4.64	4.24	83	7.65	7.41	65	4.79	4.31	83	10.03	9.15
66	4.78	4.37	84	7.81	7.60	66	4.94	4.45	84	10.55	9.68
67	4.92	4.49]	85	7.97	7.78]	67	5.11	4.59]	85	11.11	10.24]

* Rates for ages not shown are available upon request.

Basis of Settlement Options: Payments under the Option Tables are based on [2.00%] interest and the Annuity 2000 Mortality Table with 10 Years Projected using Projected Scale G.

**POLICY SCHEDULE (CONTINUED)
DEATH BENEFIT FACTOR TABLE**

Insured's Attained <u>Age</u>	Death Benefit <u>Factor</u>	Insured's Attained <u>Age</u>	Death Benefit <u>Factor</u>
40 & under	2.50	68	1.17
41	2.43	69	1.16
42	2.36	70	1.15
43	2.29	71	1.13
44	2.22	72	1.11
45	2.15	73	1.09
46	2.09	74	1.07
47	2.03	75	1.05
48	1.97	76	1.05
49	1.91	77	1.05
50	1.85	78	1.05
51	1.78	79	1.05
52	1.71	80	1.05
53	1.64	81	1.05
54	1.57	82	1.05
55	1.50	83	1.05
56	1.46	84	1.05
57	1.42	85	1.05
58	1.38	86	1.05
59	1.34	87	1.05
60	1.30	88	1.05
61	1.28	89	1.05
62	1.26	90	1.05
63	1.24	91	1.04
64	1.22	92	1.03
65	1.20	93	1.02
66	1.19	94	1.01
67	1.18	95 & above	1.00

POLICY SCHEDULE (CONTINUED)

ILLUSTRATION OF GUARANTEED MINIMUM BENEFITS AND VALUES, BASED UPON PLANNED BENEFITS AND PREMIUMS SET FORTH ON PAGES 3 AND 3[A].

END OF POLICY YEAR	AGE	PLANNED PREMIUM	MINIMUM DEATH BENEFIT	MINIMUM CASH VALUE	MINIMUM SURRENDER VALUE
1	[36	[280.50	25,000	35	0
2	37	280.50	25,000	129	0
3	38	280.50	25,000	225	0
4	39	280.50	25,000	319	0
5	40	280.50	25,000	414	0
6	41	280.50	25,000	509	25
7	42	280.50	25,000	602	125
8	43	280.50	25,000	693	223
9	44	280.50	25,000	781	319
10	45	280.50	25,000	867	450
11	46	280.50	25,000	948	578
12	47	280.50	25,000	1,026	703
13	48	280.50	25,000	1,102	824
14	49	280.50	25,000	1,175	944
15	50	280.50	25,000	1,245	1,060
16	51	280.50	25,000	1,312	1,312
17	52	280.50	25,000	1,372	1,372
18	53	280.50	25,000	1,424	1,424
19	54	280.50	25,000	1,467	1,467
20	55]	280.50	25,000	1,497	1,497
	Age [60]	280.50	25,000	1,422	1,422
	Age [65]	280.50	25,000	731	731
	Age [70]	280.50	25,000	0	0]

POLICY SCHEDULE (CONTINUED)

**GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATE PER \$1,000
FOR THE INSURED**

AGE	RATE								
35	0.09	55	0.49	75	3.50	95	22.85	115	64.47
36	0.10	56	0.54	76	3.87	96	24.27	116	67.90
37	0.10	57	0.59	77	4.30	97	25.77	117	71.51
38	0.11	58	0.65	78	4.80	98	27.38	118	75.32
39	0.12	59	0.71	79	5.36	99	29.09	119	79.31
40	0.13	60	0.79	80	5.98	100	30.73	120	83.33]
41	0.14	61	0.88	81	6.65	101	32.18		
42	0.15	62	0.99	82	7.37	102	33.73		
43	0.17	63	1.10	83	8.15	103	35.37		
44	0.18	64	1.23	84	9.02	104	37.11		
45	0.20	65	1.35	85	9.99	105	38.93		
46	0.22	66	1.48	86	11.05	106	40.88		
47	0.24	67	1.62	87	12.20	107	42.93		
48	0.25	68	1.76	88	13.42	108	45.12		
49	0.27	69	1.92	89	14.70	109	47.44		
50	0.29	70	2.11	90	15.98	110	49.89		
51	0.31	71	2.33	91	17.24	111	52.49		
52	0.35	72	2.60	92	18.55	112	55.24		
53	0.38	73	2.88	93	19.94	113	58.15		
54	0.43	74	3.18	94	21.40	114	61.22		

POLICY SCHEDULE (CONTINUED)

**GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATE PER \$1,000
FOR THE OTHER INSURED**

AGE	RATE								
35	0.08	55	0.41	75	2.33	95	16.90	115	64.28
36	0.08	56	0.45	76	2.55	96	18.75	116	67.70
37	0.09	57	0.50	77	2.80	97	19.96	117	71.33
38	0.09	58	0.55	78	3.08	98	20.61	118	74.72
39	0.10	59	0.59	79	3.37	99	21.97	119	78.26
40	0.10	60	0.64	80	3.75	100	23.73	120	83.33]
41	0.11	61	0.70	81	4.20	101	25.64		
42	0.12	62	0.76	82	4.69	102	27.75		
43	0.13	63	0.82	83	5.19	103	30.06		
44	0.14	64	0.89	84	5.76	104	32.57		
45	0.15	65	0.96	85	6.33	105	35.23		
46	0.16	66	1.04	86	7.01	106	37.94		
47	0.18	67	1.13	87	7.85	107	40.71		
48	0.20	68	1.23	88	8.73	108	43.52		
49	0.22	69	1.34	89	9.61	109	46.42		
50	0.25	70	1.47	90	10.25	110	49.33		
51	0.27	71	1.61	91	10.87	111	52.13		
52	0.31	72	1.76	92	11.90	112	54.81		
53	0.34	73	1.93	93	13.29	113	57.57		
54	0.37	74	2.12	94	15.02	114	61.00		

HARLEYSVILLE LIFE INSURANCE COMPANY
Harleysville, Pennsylvania 19438
OTHER INSURED TERM INSURANCE BENEFIT RIDER

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

BENEFIT – This Rider provides term insurance on the life of an Other Insured. We will pay, to the Beneficiary, the Specified Amount for the Other Insured Benefit Rider shown in the Policy Schedule as soon as We receive the required Proof of the Other Insured's death.

OTHER INSURED – Unless otherwise provided, the Other Insured is the person designated as such on the application at the time the application is signed.

COST – The monthly cost for this Rider is determined as 1 times 2, where:

1. is the Other Insured Benefit Specified Amount, divided by 1,000; and
2. is the Other Insured Benefit Monthly Cost of Insurance Rate per \$1,000 on the Monthly Date.

The Other Insured Benefit Monthly Cost of Insurance Rates are based upon the Issue Age, Policy Year, Sex, Specified Amount and Rate Class of the Other Insured. The Cost of Insurance Rates vary based on the Other Insured Benefit Specified Amount shown on the Policy Schedule. Included in the Cost of Insurance Rates is a charge based on future expectation of experience for mortality, interest risk, expenses, taxes and persistency factors. A change in any of these factors may cause a change in the Cost of Insurance Rates. At Our option, We can use lower rates, but not higher rates than the Guaranteed Maximum Other Insured Benefit Monthly Cost of Insurance Rates shown in the Policy Schedule.

The Guaranteed Maximum Other Insured Benefit Monthly Cost of Insurance Rates do not vary based on the Other Insured Benefit Specified Amount. Any change in rates will apply on a uniform basis for Insureds of the same Age, Sex, and Rate Class whose policies have been in force the same length of time, and will be effective on a prospective basis only. We will not recoup any prior losses by means of such a change.

This Rider does not have Cash Values or Loan Values.

CHANGE OF BENEFITS – The Other Insured Benefit Specified Amount may be changed any time after this Rider is one year old, by Notice to Us. The following conditions apply to any change:

1. The Other Insured Benefit Specified Amount may not be less than \$10,000.
2. Any increase requires Proof of insurability.
3. Any approved change will become effective on the Monthly Date after We receive notice.
4. Changed benefits will be shown on a Certificate of Policy Endorsement.
5. A copy of the Application for Policy Change and the Certificate of Policy Endorsement will become part of the Policy and may be used to contest any increase in Other Insured Benefit Specified Amount.

OTHER INSURED TERM INSURANCE BENEFIT RIDER (cont'd)

CONVERSION – On Written Request from You, at any time prior to the Policy Anniversary immediately following the Other Insured's 70th birthday, the Other Insured may convert to an individual permanent life insurance product designated by Us for the purpose of conversion and within the restrictions defined for that permanent life insurance product.

The Other Insured must be living at the time of the Written Request. The Other Insured's attained age premium rates and Policy form of the conversion Policy will be those used by Us on the Date of Conversion. The amount converted may be no larger than the Other Insured Benefit Specified Amount as shown in the Policy Schedule. No Proof of insurability will be required for the conversion Policy except for any benefits added by rider.

The Date of Conversion is the Monthly Date immediately following Your request for conversion.

Insurance in force, up to the Other Insured Benefit Specified Amount, may be converted during the conversion period subject to these conditions:

1. Premiums are not being waived under the Waiver of Premium Benefit.
2. No premiums on this Rider are in default.
3. The termination date of this Rider and the Policy Effective Date of the conversion Policy will be the Date of Conversion. Premium for the conversion Policy is due within 45 days of the Date of Conversion.
4. The conversion Policy will be issued at the Other Insured's attained age on the Date of Conversion, with the Policy forms and at the premium rates in use by Us on that date. If this Rider is issued in a substandard class, the premium rate for the conversion Policy will be based on the rate for that class for the plan offered. A new Suicide or Incontestability period will not apply to benefits converted from this Rider to a conversion Policy. These periods will be measured from the Policy Effective Date of this Rider.
5. The conversion Policy will be in the same premium class as this Rider. The premium for the conversion Policy will be based on the rate in use on the Date of Conversion for the Other Insured's sex and then attained age.
6. The conversion Policy will be subject to Our minimum and maximum Policy requirements in effect on the Date of Conversion.
7. Additional or increased benefits may be issued with the conversion Policy only with Our consent, subject to Our requirements, and may require Evidence of Insurability. New Incontestability and Suicide provisions may apply to these additional benefits.

BENEFICIARY – The Beneficiary is as shown in the application unless You tell Us otherwise in writing.

ASSIGNMENT – The benefits of this Rider cannot be assigned.

TERMINATION – This Rider terminates on the earliest of:

1. the first Policy Anniversary immediately following the birthday on which the Other Insured attains age 100; or
2. the date We receive Your Written Request to terminate it; or
3. upon nonpayment of premium, in accordance with the provisions of the Policy; or
4. 90 days after the death of the Insured; or
5. the Date of Conversion; or
6. when the Policy terminates; or
7. upon the death of the Other Insured.

OTHER INSURED TERM INSURANCE BENEFIT RIDER (cont'd)

Upon termination, other than death of the Insured, any unearned monthly cost for this Rider will be added to the Policy Cash Value. If the Policy also terminates, it will be returned to You.

TEMPORARY COVERAGE – If this Policy terminates by the death of the Insured, the existing coverage on the Other Insured under this Rider will be continued until the 90th day after the date of death of the Insured. At such time, the Other Insured may elect to convert to a permanent life insurance policy offered by Us for the purpose of conversion and within the restrictions defined for that permanent life insurance policy. The conversion Policy will be issued at the Other Insured's attained age. The amount converted may be no larger than the Other Insured Benefit Amount, as shown in the Policy Schedule. No Proof of insurability will be required for the conversion Policy, except for benefits added by rider.

If conversion is not elected, all coverage will stop on the 90th day after the death of the Insured.

INCONTESTABILITY – Except as noted below, We will not contest this Rider after it has been in force during the lifetime of the Other Insured for two years from its Policy Effective Date or Reinstatement.

At all times while this Rider is in force, We may contest this Rider in the event of the following:

1. Non-payment of premium; or
2. Fraud in the procurement of this Policy, when permitted by applicable law in the state where this Policy was delivered or issued for delivery.

SUICIDE - If the Other Insured commits suicide, while sane or insane, within two years from the Policy Effective Date, We will limit Our payment to the total premiums paid for this Rider prior to death.

REINSTATEMENT – If the Other Insured is living and is eligible for Reinstatement, this benefit may be reinstated with the Policy provided such insurance benefit has not been converted. Conditions of Reinstatement are:

1. Proof of insurability satisfactory to Us;
2. application for Reinstatement is received by Us within three years of the termination date; and
3. payment of premium sufficient to cover the Monthly Deductions during the Grace Period plus sufficient premium to maintain the benefit for three months.

Harleysville Life Insurance Company will not be liable for payment of any Death Benefit if the Other Insured died after the end of the Grace Period and before the Date of Reinstatement.

GENERAL – All provisions of the Policy also apply to this Rider; however, this Rider's provisions shall control when there is a conflict between this Rider and the Policy. This Rider starts on the same Policy Effective Date as the Policy unless a different date is shown on the Policy Schedule.



[Robert A. Kauffman]
[Director and Secretary]



[Theodore A. Majewski]
[President and Chief Operating Officer]

HARLEYSVILLE LIFE INSURANCE COMPANY
Harleysville, Pennsylvania 19438
PRIMARY INSURED TERM INSURANCE BENEFIT RIDER

Issued by Harleysville Life Insurance Company to the Owner. To be attached to and form a part of the Policy.

BENEFIT – This Rider provides term insurance on the life of the Primary Insured. We will pay, to the Beneficiary, the Specified Amount for the Primary Insured Benefit Rider shown in the Policy Schedule as soon as We receive the required Proof of the Primary Insured's death. This benefit will be paid in addition to any other amount payable at the Primary Insured's death.

COST – The monthly cost for this Rider is determined as 1 times 2, where:

1. is the Primary Insured Benefit Specified Amount, divided by 1,000; and
2. is the Monthly Cost of Insurance Rate per \$1,000 on the Monthly Date.

The Monthly Cost of Insurance Rates are based upon the Issue Age, Policy Year, Sex, Specified Amount and Rate Class of the Primary Insured. The Cost of Insurance Rates vary based on the Primary Insured Benefit Specified Amount shown on the Policy Schedule. Included in the Cost of Insurance Rates is a charge based on future expectation of experience for mortality, interest risk, expenses, taxes and persistency factors. A change in any of these factors may cause a change in the Cost of Insurance Rates. At Our option, We can use lower rates, but not higher rates than the Guaranteed Maximum Monthly Cost of Insurance Rates shown in the Policy Schedule.

The Guaranteed Maximum Monthly Cost of Insurance Rates do not vary based on the Primary Insured Benefit Specified Amount. Any change in rates will apply on a uniform basis for Insureds of the same Age, Sex, and Rate Class whose policies have been in force the same length of time, and will be effective on a prospective basis only. We will not recoup any prior losses by means of such a change.

This Rider does not have Cash Values or Loan Values.

CHANGE OF BENEFITS – The Primary Insured Benefit Specified Amount may be changed any time after this Rider is one year old, by Notice to Us. The following conditions apply to any change:

1. The Primary Insured Benefit Specified Amount may not be less than \$10,000.
2. Any increase requires Proof of insurability.
3. Any approved change will become effective on the Monthly Date after We receive notice.
4. Changed benefits will be shown on a Certificate of Policy Endorsement.
5. A copy of the Application for Policy Change and the Certificate of Policy Endorsement will become part of the Policy and may be used to contest any increase in Primary Insured Benefit Specified Amount.

PRIMARY INSURED TERM INSURANCE BENEFIT RIDER (cont'd)

CONVERSION – On Written Request from You, at any time prior to the Policy Anniversary immediately following the Primary Insured's 70th birthday, the Primary Insured may convert to an individual permanent life insurance product designated by Us for the purpose of conversion and within the restrictions defined for that permanent life insurance product. Additionally, You may convert this Rider by increasing the Primary Insured's Specified Amount on the base Policy while this Rider is in force.

The Primary Insured must be living at the time of the Written Request. The Primary Insured's attained age premium rates and Policy form of the conversion Policy will be those used by Us on the Date of Conversion. The amount converted may be no larger than the Primary Insured Benefit Specified Amount as shown in the Policy Schedule. You may choose to convert only a portion of the Primary Insured Benefit Specified Amount. No Proof of insurability will be required for the conversion Policy except for any benefits added by rider.

The Date of Conversion is the Monthly Date immediately following Your request for conversion.

Insurance in force, up to the Primary Insured Benefit Specified Amount, may be converted during the conversion period subject to these conditions:

1. Premiums are not being waived under the Waiver of Premium Benefit.
2. No premiums on this Rider are in default.
3. The termination date, or reduction date if only a portion is converted, of this Rider and the Policy Effective Date of the conversion Policy will be the Date of Conversion. Premium for the conversion Policy is due within 45 days of the Date of Conversion.
4. The conversion Policy will be issued at the attained age on the Date of Conversion, with the Policy forms and at the premium rates in use by Us on that date. If this Rider is issued in a substandard class, the premium rate for the conversion Policy will be based on the rate for that class for the plan offered. A new Suicide or Incontestability period will not apply to benefits converted from this Rider to a conversion Policy. These periods will be measured from the Policy Effective Date of this Rider.
5. The conversion Policy will be in the same premium class as this Rider. The premium for the conversion Policy will be based on the rate in use on the Date of Conversion for the Primary Insured's sex and then attained age.
6. The conversion Policy will be subject to Our minimum and maximum Policy requirements in effect on the Date of Conversion.
7. Additional or increased benefits may be issued with the conversion Policy only with Our consent, subject to Our requirements, and may require Evidence of Insurability. New Incontestability and Suicide provisions may apply to these additional benefits.

BENEFICIARY – The Beneficiary is as shown in the application unless You tell Us otherwise in writing.

ASSIGNMENT – The benefits of this Rider cannot be assigned.

TERMINATION – This Rider terminates on the earliest of:

1. the first Policy Anniversary immediately following the birthday on which the Primary Insured attains age 100; or
2. the date We receive Your Written Request to terminate it; or
3. upon nonpayment of premium, in accordance with the provisions of the Policy; or
4. the Date of Conversion; or
5. when the Policy terminates; or

PRIMARY INSURED TERM INSURANCE BENEFIT RIDER (cont'd)

Upon termination, any unearned monthly cost for this Rider will be added to the Policy Cash Value. If the Policy also terminates, it will be returned to You.

INCONTESTABILITY – Except as noted below, We will not contest this Rider after it has been in force during the lifetime of the Primary Insured for two years from its Policy Effective Date or Reinstatement.

At all times while this Rider is in force, We may contest this Rider in the event of the following:

1. Non-payment of premium; or
2. Fraud in the procurement of this Policy, when permitted by applicable law in the state where this Policy was delivered or issued for delivery.

SUICIDE - If the Primary Insured commits suicide, while sane or insane, within two years from the Policy Effective Date, We will limit Our payment to the total premiums paid for this Rider prior to death.

REINSTATEMENT – If the Primary Insured is living and is eligible for Reinstatement, this benefit may be reinstated with the Policy provided such insurance benefit has not been converted. Conditions of Reinstatement are:

1. Proof of insurability satisfactory to Us;
2. application for Reinstatement is received by Us within three years of the termination date; and
3. payment of premium sufficient to cover the Monthly Deductions during the Grace Period plus sufficient premium to maintain the benefit for three months.

Harleysville Life Insurance Company will not be liable for payment of any Death Benefit if the Primary Insured died after the end of the Grace Period and before the Date of Reinstatement.

GENERAL – All provisions of the Policy also apply to this Rider; however, this Rider's provisions shall control when there is a conflict between this Rider and the Policy. This Rider starts on the same Policy Effective Date as the Policy unless a different date is shown on the Policy Schedule.

[]

[Robert A. Kauffman]
[Director and Secretary]

[]

[Theodore A. Majewski]
[President and Chief Operating Officer]

SERFF Tracking Number: MCHX-G128264029 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number:
 Company Tracking Number: IPUL 8 (ED 04-12)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysvi
 Project Name/Number: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysville Life Insurance Company /IPUL 8 (ED 04-12) Indiv Universal Life -
 Harleysville Life Insurance Company

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Readability Cert IPUL 8.PDF
 AR Cert of Compliance 23-79-138 and RR 49.PDF
 AR Cert of Compliance with Rule 19.PDF
 Rule 34 Certification of Compliance.PDF

Item Status: **Status**
Date:

Bypassed - Item: Application
Bypass Reason: Not applicable

Comments:

Item Status: **Status**
Date:

Satisfied - Item: Health - Actuarial Justification

Comments:

Attachments:

Actuarial Memorandum - IPUL 8 (ED 04-12).PDF
 Actuarial Memorandum - IRUL-028 (ED 04-12) - OIR.PDF
 Actuarial Memorandum - IRUL-029 (ED 04-12) - PIR.PDF

Item Status: **Status**
Date:

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

Comments:

SERFF Tracking Number: MCHX-G128264029 State: Arkansas
 Filing Company: Harleysville Life Insurance Company State Tracking Number:
 Company Tracking Number: IPUL 8 (ED 04-12)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysvi
 Project Name/Number: IPUL 8 (ED 04-12) Indiv Universal Life - Harleysville Life Insurance Company /IPUL 8 (ED 04-12) Indiv Universal Life -
 Harleysville Life Insurance Company

Item Status: **Status Date:**

Satisfied - Item: Actuarial Memorandum Appendices for IPUL 8 (AR) (ED 04-12), Actuarial Memorandum Appendices for OIR, Actuarial Memorandum Appendices for PIR

Comments:

Attachments:

Actuarial Memorandum Appendices for use with IPUL 8 (ED 04-12).PDF
 Actuarial Memorandum Appendices for use with IPUL 8 (ED 04-12).XLS
 Actuarial Memorandum Appendices for use with UL 8 - OIR.PDF
 Actuarial Memorandum Appendices for use with UL 8 - OIR.XLS
 Actuarial Memorandum Appendices for use with UL 8 - PIR.PDF
 Actuarial Memorandum Appendices for use with UL 8 - PIR.XLS

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

Statement of Variability - UL 8 - BASIC.PDF

Item Status: **Status Date:**

Satisfied - Item: Authorization Letter

Comments:

Attachment:

2012 Harleysville Third Party Authorization Letter.PDF

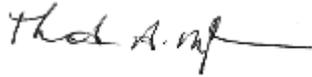
STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Harleysville Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
IPUL 8 (AR) (ED 04-12)	57
IPUL 8 (ED 04-12)	57
IRUL-028 (ED 04-12)	50
IRUL-029 (ED 04-12)	48

Signed: _____



Name:

Theodore A. Majewski

Title:

President & Chief Operating Officer

Date:

04/18/12

CERTIFICATE OF COMPLIANCE

Insurer: **HARLEYSVILLE LIFE INSURANCE COMPANY**

Form Numbers:

IPUL 8 (AR) (ED 04-12)

IPUL 8 (ED 04-12)

IRUL-028 (ED 04-12)

IRUL-029 (ED 04-12)

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

April 18, 2012

Date

**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: **HARLEYSVILLE LIFE INSURANCE COMPANY**

Form Number(s): IPUL 8 (AR) (ED 04-12) – Flexible Premium Adjustable Universal Life Policy
IPUL 8 (ED 04-12)-Policy Schedule Pages
IRUL-028 (ED 04-12), Other Insured Term Insurance Benefit Rider
IRUL-029 (ED 04-12), Primary Insured Term Insurance Benefit Rider

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



Signature of Company Officer

Theodore A. Majewski

Name

President and Chief Operating Officer

Title

April 18, 2012

Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Harleysville Life Insurance Company does hereby certify that its
Flexible Premium Adjustable Universal Life IPUL 8 (AR) (ED 04-12),
Insurance Policy, Form No. et al. is in compliance with Section
6 and 7 (Valuation and Nonforfeiture) of Regulation 34. In addition, when calculating the Reserves under the
minimum reserve method in Regulation 34, in no case shall the Reserves be less than the actual Cash Surrender
Values provided for under the Policy contract.

Company Officer 
President and Chief Operating Officer

Actuary 
Qualified Actuary

Date: April 18, 2012

HARLEYSVILLE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY

IPUL 8 (ED 04-12)
IPUL 8 (AR) (ED 04-12)
IPUL 8 (AZ) (ED 04-12)
IPUL 8 (CT) (ED 04-12)
IPUL 8 (DC) (ED 04-12)
IPUL 8 (ND) (ED 04-12)

Flexible Premium Adjustable Universal Life Insurance Policy & Schedule Pages

The following items in the Policy are bracketed and considered variable.

Page 1

There may be a change, in the future, to the company address, telephone number and website.

There may be a change, in the future, to the telephone number for inquiries, information and resolution of complaints.

There may be a change, in the future, to the company officers and titles.

*The following items in the Policy Schedule pages are bracketed and considered variable.
We have included an explanation for only those items that are not considered John Doe items.*

Page 3

The Other Insured client information will only be listed if the Other Insured Benefit Rider is selected. This bracketed information is considered John Doe information and will vary based on the Other Insured's characteristics.

All remaining bracketed items are John Doe items and will vary based on the insured's characteristics and selections.

Page 3A

The Current Percentage of Premium Expense Charge, [6.00%], could vary from 6.00% - 7.00% in years 1 through 10;

The Current Percentage of Premium Expense Charge, [4.00%], could vary from 4.00% - 7.00% in years 11 through 16;

The Current Percentage of Premium Expense Charge, [2.00%], could vary from 2.00% - 7.00% in all remaining years.

The Guaranteed Percentage of Premium Expense Charge, [6.00%] in all years, could vary from 2.00% - 7.00% in all years.

The Current Monthly Per Policy Expense Charge, [\$12.00], could vary from \$8.00 - \$15.00 in years 1 through 16;

The Current Monthly Per Policy Expense Charge, [\$0.00], could vary from \$0.00 - \$15.00 in all remaining years.

The Guaranteed Monthly Per Policy Expense Charge, [\$12.00], could vary from \$8.00 - \$15.00 in all years.

The Monthly Per Unit Expense Charge, [\$0.20], could vary from \$0.0833 - \$0.25 for year 1 only.

The Partial Surrender Amount can not be less than [\$500.00], could vary from \$250.00 - \$1,000.00.

The Net Cash Value cannot be reduced below [\$1,000.00] following the payment of a Partial Surrender Amount. This [\$1,000.00] could vary from \$500.00 - \$1,000.00.

The Partial Surrender Fee, [\$25.00], could vary from \$20.00 - \$30.00.

The Projection Report Administration Fee, [\$0.00], could vary from \$0.00 - \$25.00.

The Administration Fee for Accelerated Death Benefit, [\$0.00], could vary from \$0.00 - \$25.00.

All remaining bracketed items are John Doe items and will vary based on the insured's characteristics and selections.

Page 3B

Basis of Settlement Options: the [2.00%] interest could vary from 2.00% - 4.00%.

If there would be a change, in the future, to the interest rate on which the payments under the Option Tables are based, the values in the Option Tables will change, based on the revised interest rate.

Pages 3B (cont'd) – 3D

All bracketed items are John Doe items and will vary based on the insured's characteristics and selections.

Harleysville Life Insurance
355 Maple Avenue
Harleysville, PA 19438-2297
www.harleysvillelife.com

Tel 800.222.1981
215.513.6400
Fax 215.513.6410



January 10, 2012

NAIC Company Code: 64327

Re: Attached Filing Submission

Please accept this letter as authorization from Harleysville Life Insurance Company for McHugh Consulting Resources, Inc. to file any or all policy forms as well as actuarial materials as referenced in the corresponding SERFF filing on behalf of Harleysville Life Insurance Company.

Sincerely,

A handwritten signature in black ink, which appears to read "Theodore A. Majewski". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Theodore A. Majewski
President and Chief Operating Officer
Harleysville Life Insurance Company