

SERFF Tracking Number: PSEN-128488319 State: Arkansas
Filing Company: State Mutual Insurance Company State Tracking Number:
Company Tracking Number: STM WHOLE LIFE
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: STM Whole Life
Project Name/Number: /

Filing at a Glance

Company: State Mutual Insurance Company

Product Name: STM Whole Life

TOI: L071 Individual Life - Whole

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

Filing Type: Form

SERFF Tr Num: PSEN-128488319 State: Arkansas

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

Co Tr Num: STM WHOLE LIFE

State Status: Approved-Closed

Authors: Barbara Ritzke, Deb
Howver, Joanne Miller

Date Submitted: 06/27/2012

Reviewer(s): Linda Bird

Disposition Date: 07/06/2012

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Deb Howver

Filing Description:

On behalf of State Mutual Insurance Company, we are submitting this filing for your review and approval. No part of this filing contains any unusual or controversial items from normal industry standards. The submitted forms are new and are not intended to replace any form previously approved in your state.

Included in this filing are six traditional, participating individual whole life insurance policies with fully guaranteed level premiums, maturing at age 121. The plans have separate rates based on age, gender, underwriting class and face amount band.

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 07/06/2012

State Status Changed: 07/06/2012

Created By: Deb Howver

Corresponding Filing Tracking Number:

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12WL-LP100--Fully guaranteed premiums are payable to age 100. Issue ages 0-80.
12WL-LP75--Fully guaranteed premiums are payable to age 75. Issue ages 0-60.
12WL-LP70--Fully guaranteed premiums are payable to age 70. Issue ages 0-55.
12WL-LP65--Fully guaranteed premiums are payable to age 65. Issue ages 0-50.
12WL-LP20Y--Fully guaranteed premium s payable for the first 20 policy years. Issue ages 0-80.
12WL-LP10Y--Fully guaranteed premium s payable for the first 10 policy years. Issue ages 0-80.

There are three risk classes for premiums: preferred non-nicotine, standard non-nicotine, and standard nicotine. Standard classes may have additional premiums for substandard risks.

Application: Form 12APP (Application for Individual Life Insurance) will be used to issue the policy and riders in this filing and is intended to be used with future approved individual life products. It will be completed on paper, via phone by a licensed life insurance agent or electronically by the applicant.

When completed electronically, sections that do not apply to an applicant may not all be displayed in the final printed application.

To achieve a more user-friendly and easily understood application, State Mutual would like the right to modify the format of the application periodically as described below. Such modifications will not change the content of the filed application unless specifically noted, nor will they be applied in an unfairly discriminatory manner. The style, arrangement and overall appearance of the application shall give no undue prominence to any portion of the text or section of the application.

1.) The order and format of the application questions may be modified to allow for variable length and allow questions to be grouped together in a logical way determined by the specific product for which the application will be used. For example, "knockout" questions that would disqualify an applicant for coverage on one product may be grouped together and asked first when the application is used for that particular product. However, these questions may be listed in a different order when used for another product.

2.) Questions may be deleted as dictated by marketing, distribution, etc. for which the application will be used. However, new question content will not be added without prior approval.

3.) Questions may be broken down into shorter, more numerous questions or combined into fewer but longer questions. This will be done without changing the content or meaning of the questions. For example, a specific question asking "Have you in the past five years been diagnosed as having medical condition a, b, or c?" may be revised so that a separate question is asked for each condition resulting in three questions instead of one.

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4.) Specific medical conditions may be deleted from the application depending on the specific product for which it is being used. However, new conditions will not be added without prior approval.

When completed electronically, applicable questions from the application content will be asked and, where appropriate, the system will prompt for additional details about responses provided. All responses and details gathered will be transferred to an electronic version of the filed application. This password protected application is then provided to the applicant for review and electronic or voice signature; or on paper for review and manual signature. State Mutual Insurance Company will have security procedures in place sufficient to verify that an electronic signature is that of a specific person and to assure that the information has not been altered in its transmission. A click-through signature will be provided by an applicant on each application in accordance with federal law. The applicant will see that his or her electronic signature has been transmitted to each form signed. The applicant's electronic signature will not be transmitted to any other forms. State Mutual Insurance Company uses Secure Sockets Lay (SSL) for all of its data transfers.

Optional Riders: All riders in this submission will be offered with the whole life plans included with this filing and it is the Company's intent to use them with future individual life insurance plans upon approval of such additional plans.

12ADB--Accidental Death Benefit Rider provides an optional accidental death benefit on the primary insured covered under the policy while the benefit is in force. Accidental death is defined in the contract as death resulting independently from accidental bodily injury where death occurs within 180 days after the injury.

12GIO--Guaranteed Insurability Option Rider permits the purchase of additional insurance policies, without evidence of insurability on the life of the insured on defined Option Dates.

12PWP--Payor Waiver of Premium Death and Disability Rider provides optional waiver of premium benefits during periods of the total disability or death of the payor of premiums, as specified in the application, who is other than the primary insured covered under the policy while this benefit is in force.

12WP--Waiver of Premium Disability Rider waives the payment of premiums for a given policy and all riders during a period of total disability of the primary insured while this rider is in force.

12DCR--Dependent Children's Insurance Rider provides benefits for the eligible dependent children of the insured covered by the base policy while this benefit is in force. It provides level premium, level death benefit term insurance on the eligible dependent children of the insured who are between the ages of 15 days and 25 years old while this benefit is in force.

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12TIAB--Terminal Illness Accelerated Death Benefit Rider provides an accelerated death benefit on the base policy coverage. While this benefit is in force, the policy owner may elect to have a portion of the death benefit accelerated when the insured is found to be terminally ill subject to the terms and conditions described in the rider contract.

Administrative Forms: The following administrative forms will be used in conjunction with the policies, application and riders included with this filing as well as with future life products.

- NOIP—Notice of Information Practices
- HIPAA—HIPAA Authorization
- CONS—Notice and Consent for Testing of Bodily Fluids
- TLIR—Temporary Life Insurance Agreement and Receipt
- EXCH—Assignment/Transfer of Ownership Section 1035 Exchange
- 12REPL—Replacement Notice

State Narrative:

Company and Contact

Filing Contact Information

Debbie Howver, deb@myactuary.com
 35W841 Burr Oak Lane 224-402-2156 [Phone]
 West Dundee, IL 60118 847-551-1795 [FAX]

Filing Company Information

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

State Mutual Insurance Company	CoCode: 69132	State of Domicile: Georgia
210 East Second Avenue	Group Code:	Company Type:
Rome , GA 30162	Group Name:	State ID Number:
(706) 291-1054 ext. [Phone]	FEIN Number: 58-1449898	

Filing Fees

Fee Required? Yes
 Fee Amount: \$475.00
 Retaliatory? Yes

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Fee Explanation: 19 forms @ \$25.00/form = \$475.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Mutual Insurance Company	\$475.00	06/27/2012	60450258
State Mutual Insurance Company	\$475.00	06/27/2012	60457071

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/06/2012	07/06/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	06/27/2012	06/27/2012	Deb Howver	06/27/2012	06/27/2012

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Life
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Disposition

Disposition Date: 07/06/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PSEN-128488319 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Third Party Filer Authorization		Yes
Form	Whole Life Policy Paid-Up at Age 100		Yes
Form	Whole Life Policy Paid-Up at Age 75		Yes
Form	Whole Life Policy Paid-Up at Age 70		Yes
Form	Whole Life Policy Paid-Up at Age 65		Yes
Form	Whole Life Policy Paid-Up at Year 20		Yes
Form	Whole Life Policy Paid-Up at Year 10		Yes
Form	Life Application		Yes
Form	Accidental Death Benefit Rider		Yes
Form	Guaranteed Insurability Option Rider		Yes
Form	Payor Waiver of Premium Death & Disability Rider		Yes
Form	Waiver of Premium Disability Rider		Yes
Form	Dependent Children's Insurance Rider		Yes
Form	Terminal Illness Accelerated Death Benefit Rider		Yes
Form	HIPAA Authorization		Yes
Form	Notice and Consent Form for Testing Bodily Fluids (AIDS)		Yes
Form	Assignment/Transfer of Ownership		Yes
Form	Section 1035 Exchange		
Form	Replacement Notice		Yes
Form	Notice of Information Practices		Yes
Form	Temporary Life Insurance Agreement & Receipt		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/27/2012
Submitted Date 06/27/2012
Respond By Date 07/27/2012

Dear Debbie Howver,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$475.00 is received.

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

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/27/2012
Submitted Date 06/27/2012

Dear Linda Bird,

Comments:

Thank you for your letter.

Response 1

Comments: We have submitted the additional filing fees on the Filing Fee tab.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$475.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thanks for your assistance.

Sincerely,

Barbara Ritzke, Deb Howver, Joanne Miller

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Form Schedule

Lead Form Number: 12WL-LP100

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	12WL-LP100	Policy/Cont Whole Life Policy ract/Fratern Paid-Up at Age 100 al Certificate	Initial		48.400	STM_12WL-LP100 Whole Life Policy_Final_120621.pdf
	12WL-LP75	Policy/Cont Whole Life Policy ract/Fratern Paid-Up at Age 75 al Certificate	Initial		48.400	STM_12WL-LP75 Whole Life Policy_Final_120621.pdf
	12WL-LP70	Policy/Cont Whole Life Policy ract/Fratern Paid-Up at Age 70 al Certificate	Initial		48.400	STM_12WL-LP70 Whole Life Policy_Final_120621.pdf
	12WL-LP65	Policy/Cont Whole Life Policy ract/Fratern Paid-Up at Age 65 al Certificate	Initial		48.400	STM_12WL-LP65 Whole Life Policy_Final_120621.pdf
	12WL-LP20Y	Policy/Cont Whole Life Policy ract/Fratern Paid-Up at Year 20 al Certificate	Initial		48.400	STM_12WL-LP20Y Whole Life Policy_Final_120621.pdf
	12WL-LP10Y	Policy/Cont Whole Life Policy ract/Fratern Paid-Up at Year 10 al Certificate	Initial		48.400	STM_12WL-LP10Y Whole Life Policy_Final_120621.pdf

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12APP	Application/ Life Application Enrollment Form	Initial	53.800	STM_12APP_Application_Final_120618.pdf
12ADB	Policy/Cont Accidental Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	44.100	STM_12ADB_Rider_Final_120618.pdf
12GIO	Policy/Cont Guaranteed ract/Fratern Insurability Option al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	49.500	STM_12GIO_Rider_final_120619.pdf
12PWP	Policy/Cont Payor Waiver of ract/Fratern Premium Death & al Disability Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	44.300	STM_12PWP_Payor_Waiver_Final_120624.pdf
12WP	Policy/Cont Waiver of Premium ract/Fratern Disability Rider al Certificate: Amendmen t, Insert	Initial	41.000	STM_12WP_Waiver_of_Premium_Rider_final_120619.pdf

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Code	Category	Description	Initial	Amount	File Name
12DCR	Policy/Cont	Dependent Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	49.600	STM_12DCR _Dependent Children's Insurance Rider_Final 120618.pdf
12TIAB	Policy/Cont	Terminal Illness Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	45.000	STM_12TIAB Rider_final_1 20619.pdf
HIPAA	Other	HIPAA Authorization	Initial	15.600	SM_HIPAA_1 20608.pdf
CONS	Other	Notice and Consent Form for Testing Bodily Fluids (AIDS)	Initial	40.500	SM_Notice & Consent Form for AIDS Virus Testing_1206 04.pdf
EXCH	Other	Assignment/Transfer of Ownership Section 1035 Exchange	Initial	40.300	SM_1035 Exchange_12 0608.pdf
12REPL	Other	Replacement Notice	Initial	52.500	SM_Replacement Notice_12060 6.pdf
NOIP	Other	Notice of Information Practices	Initial	41.500	SM_Notice of Information

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TLIR	Other	Temporary Life Insurance Agreement & Receipt	Initial	47.300	Practices_120608.pdf SM_Temp Life Insurance Agreement & Receipt_120608_1200.pdf
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State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

Level guaranteed premiums payable for number of years shown in Policy Schedule
This is a participating Policy.

This Policy is a legal contract between the Owner and State Mutual Insurance Company.

STATE MUTUAL INSURANCE COMPANY issues this Policy in consideration of your application and the payment of premiums. A copy of the application forms a part of this Policy. The Policy is based on answers in the application. The benefits and provisions on the following pages are a part of this Policy. Our Company and the Policy Owner are bound by the terms and provisions of the Policy.

Subject to the terms of this Policy, if the Insured dies while the Policy is In Force, we will pay the death benefit proceeds to the Beneficiary upon due proof of the Insured's death while the Policy was In Force. The terms of this Policy are contained on this and the following pages.

PLEASE READ THIS POLICY CAREFULLY

Signed for the Company at its Home Office in Rome, Georgia, as of the Policy Date.

[

Secretary

President
]

RIGHT TO EXAMINE POLICY

This Policy may be cancelled by the Policy Owner by returning it to State Mutual Insurance Company or to an agent of the Company within 31 days after the delivery date. If returned, this Policy will be void from the start and we will refund all premiums paid.

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]

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POLICY SCHEDULE

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 100]	Maturity Date: [September 1, 2098]

Summary of Premiums and Benefits:

Benefit ⁽¹⁾	Premium Class	Annual Premium	Years Payable	Issue Date	Maturity/ Expiry Date	Maturity/ Expiry Year
[\$100,000 Whole Life Paid Up at Age 100]	[Preferred Non-Nicotine]	[\$1,050.00 ⁽²⁾]	[65]	[9/15/2012]	[9/1/2098]	[86]
[Waiver of Premium Disability Rider ⁽³⁾]	[Standard]	[\$51.50]	[30]	[9/15/2012]	[9/1/2042]	[30]
[\$100,000 Accidental Death Benefit Rider]	[Standard]	[\$90.00]	[35]	[9/15/2012]	[9/1/2047]	[35]
[\$50,000 Guaranteed Insurability Option Rider ⁽³⁾]	[Standard]	[\$82.00]	[5]	[9/15/2012]	[9/1/2017]	[5]
[\$5,000 Dependent Children Rider]	[Standard]	[\$32.50]	[35]	[9/15/2012]	[9/1/2047]	[35]
[Terminal Illness Accelerated Benefit Rider]	n/a	n/a	n/a	[9/15/2012]	[9/1/2098]	[86]

Total Initial Annual Premium Due on Policy Date: [\$1,306.00^(*)]

⁽¹⁾ See attached Policy and Riders for details of benefits.

⁽²⁾ Includes a [\$50.00] annual Policy Fee.

⁽³⁾ See attached Rider Schedule for benefit and premium details.

^(*) You have selected a payment mode of [monthly bank draft]. [Monthly bank draft premiums equal your annual premium multiplied by a guaranteed modal factor of .087 resulting in a total initial monthly premium of \$113.62. Premium modes other than annual will result in an overall greater premium.] Changes to your current payment mode must be requested in writing to Us. Premiums are due and payable on each due date or You risk lapse and termination of benefits.

Annual Interest Rates:

Reinstatement Interest Rate: [6.00%]

Minimum Variable Policy Loan Interest Rate: [6.00%]

Minimum Interest Rate for Dividends on Deposit: [2.00%]

Other Factors:

Minimum Loan Repayment: [\$ 25.00]

In Force Requested Illustration Fee: No charge for first illustration in any policy year
[\$25.00 for subsequent illustrations in any policy year]

Maximum Fee for Terminal Illness Accelerated Benefit Rider: [\$150.00]

POLICY SCHEDULE

TABLE OF GUARANTEED VALUES

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 100]	Maturity Date: [September 1, 2098]

End of Policy Year	Attained Age	Annual Premium (includes riders)	Cash Value	Reduced Paid-Up Insurance	Extended Term Insurance	
					Years	Days
[1	36	\$ 1,306.00	\$ 0.00	\$ 0	0	0
2	37	1,306.00	0.00	0	0	0
3	38	1,306.00	400.00	2,500	3	40
4	39	1,306.00	1,200.00	7,000	7	302
5	40	1,306.00	2,100.00	11,800	11	314
6	41	1,220.00	3,000.00	16,100	14	273
7	42	1,220.00	4,000.00	20,600	17	15
8	43	1,220.00	5,000.00	24,700	18	266
9	44	1,220.00	6,000.00	28,400	19	329
10	45	1,220.00	7,100.00	32,300	20	335
11	46	1,220.00	8,500.00	37,100	22	70
12	47	1,220.00	10,000.00	41,900	23	128
13	48	1,220.00	11,600.00	46,700	24	131
14	49	1,220.00	13,300.00	51,400	25	77
15	50	1,220.00	15,000.00	55,700	25	305
16	51	1,220.00	16,800.00	59,900	26	141
17	52	1,220.00	18,700.00	64,100	26	320
18	53	1,220.00	20,600.00	67,900	27	76
19	54	1,220.00	22,600.00	71,700	27	189
20	55	1,220.00	24,700.00	75,400	27	302
25	60	1,220.00	32,100.00	81,600	25	195
30	65	1,220.00	40,200.00	86,300	22	340
35	70	1,172.50	48,800.00	90,000	20	69]

The above values are determined according to the Policy Values Section. Cash and paid up values are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [5.00%] nonforfeiture interest rate. We will furnish any values not shown above upon request. The method of computation of Policy Values has been filed with the insurance supervisory official in the state where this policy is delivered. None of the above figures include Policy Loans.

Dividends, which are not guaranteed, are not reflected in the above values. Cash values and paid-up additions purchased by dividends are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate.

WAIVER OF PREMIUM DISABILITY RIDER SCHEDULE

Rider Insured: [John Middle Doe]

Policy Number: [123456789]

Gender and Issue Age: [Male 35]

Rider Issue Date: [September 15, 2012]

Rider Premium Class: [Standard]

Rider Expiry Date: [September 1, 2042]

Waiver Benefit: Waives premium due while Rider is In Force if Insured is totally disabled. See Rider for details.

Rider Annual Premiums for:	Base Policy:	[\$45.00 payable for 30 years]
	[Guaranteed Insurability Rider:	\$ 4.00 payable for 5 years]
	[Dependent Children Rider:	\$ 2.50 payable for 30 years]
	Total Initial Rider Premium:	[\$51.50]

GUARANTEED INSURABILITY OPTION RIDER SCHEDULE

Rider Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Rider Issue Date: [September 15, 2012]
Rider Premium Class: [Standard]	Rider Expiry Date: [September 1, 2017]
Option Amount: [\$50,000]	
Rider Annual Premium: [\$82.00 payable for 5 years]	

Option Date	Beginning of Policy Year	Attained Age
Regular Option Dates:		
[September 1, 2015]	[4]	[38]
[September 1, 2017]	[6]	[40]
Special Options Start Date:		
[September 1, 2012]	[1]	[35]

DEFINITIONS

We, Us, Our and Company refers to State Mutual Insurance Company.

You or Your refers to the Owner of this Policy.

Policy Owner or Owner refers to the person who owns this Policy as shown in Our records. The Policy Owner may be someone other than the Insured.

Insured refers to the person named as Insured in the Policy Schedule whose life is insured by this Policy.

Beneficiary refers to the person, persons or entity named in writing by You to receive the death benefit of this Policy.

Irrevocable Beneficiary refers to a Beneficiary who may be changed only with the consent of such Irrevocable Beneficiary. The consent of the Irrevocable Beneficiary will also be required for any Assignment, Surrender, Policy Loan, choice or change of a settlement option, or other changes to this Policy.

Policy Date is the date from which policy anniversaries, policy years, policy months, and premium due dates are determined. The Policy Date is shown in the Policy Schedule.

Issue Date refers to the date from which the contestable and suicide periods of the coverage are measured. The Issue Date is shown in the Policy Schedule.

Policy Year refers to the period from the Policy Date to the first policy anniversary, or from one policy anniversary to the next. A Policy Year does not include the policy anniversary at the end of the Policy Year.

Maturity Date is the latest date this Policy can end. The Maturity Date is shown in the Policy Schedule. The Maturity Date may be extended as provided in the Extension of Maturity Date provision.

Face Amount is the amount of insurance on which premiums and Death Benefits are determined. The Face Amount is shown in the Policy Schedule.

Lapse means the Policy is not In Force because a premium was not paid when due or because the Loan Balance exceeds the Cash Value.

Issue Age means the age last birthday of the Insured on the Policy Date as shown in the Policy Schedule.

Attained Age means the age last birthday of the Insured on the most recent Policy Anniversary.

Cash Value is the amount used to determine Policy Loan values, Lapse Options, and Net Cash Values.

Net Cash Value refers to the amount you receive at surrender of the policy as explained in the Cash Value provision.

Policy Loan is an amount You borrow from Your Policy. Policy Loans are explained in the Policy Loan section.

Policy Loan Balance refers to the sum of Policy Loan amounts you have borrowed from Your Policy, increased by any unpaid Loan Interest and reduced by any Loan Repayments.

In Force means that all required premiums are paid to date, and that the Policy has not lapsed.

GENERAL PROVISIONS

Entire Contract

This Policy is a legal contract between You and Us. We entered into this contract in consideration of a complete application and the payment of the first premium. The entire contract consists of this Policy and any attached riders, endorsements, amendments, schedules, and the attached application as well as any supplemental applications. Any change of the Policy must be in writing, endorsed on this Policy, and signed by an Executive Officer of the Company.

Policy Owner

The Owner of this Policy is the person shown in the Policy Schedule unless otherwise changed as provided in the Policy. During the Insured's lifetime, the Owner has the power to exercise all Policy rights and receive Policy values, subject to any Assignment on file with Us. Ownership rights may be exercised without consent of the Insured, a Contingent Owner, or a revocable beneficiary. The Death Benefit, however, is paid to the Beneficiary and not the Owner unless the Owner is the Beneficiary.

Contingent Owner

If the Owner is not the Insured, the Owner may name a contingent owner who will become the new owner upon the Owner's death. Naming a Contingent Owner will be effective upon receipt at the Administrative Office of a written request satisfactory to Us, including any required information about the Contingent Owner.

Insured Minor

Insured minors may not be named as Owners. A minor may be named Owner upon reaching age of majority subject to the Change of Policy Owner provision.

Change of Policy Owner, Contingent Owner or Beneficiary

During the Insured's lifetime, You have the right to transfer the ownership or change the Beneficiary, other than Irrevocable Beneficiaries, by giving written notice satisfactory to Us. Unless otherwise specified by You, any change is effective when the notice is signed by You, but will not affect any payment made or any other action taken by Us before We receive the notice.

If the Policy Owner dies before the Insured, and no Contingent Owner has been named, all rights to the Policy pass to the Policy Owner's Estate.

Beneficiary

The Beneficiary is named in the application or in the most recent beneficiary change recorded by the Company. The interest of any Beneficiary or Irrevocable Beneficiary ceases when the Beneficiary dies before the Insured. If any Beneficiary dies at the same time as the Insured, or within 15 days after, We will pay as if the Beneficiary died first. Unless otherwise stated, two or more Beneficiaries in the same class share equally, and the interest of any deceased Beneficiary passes equally to the surviving Beneficiaries within the class. If no Beneficiary survives the Insured, the Death Benefit is paid to the Owner, if living, otherwise to the Owner's estate.

Assignment

You may assign this Policy. A written notice of Assignment must be filed in Our Administrative Office. Unless otherwise specified by You, any Assignment is effective on the date the notice is signed by You. The Company is not responsible for the validity or effect of the Assignment. We will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the notice. The rights of an Assignment will at all times be subject to any Policy Loan Balance.

Incontestability

Except for failure to pay premiums, We will not contest the validity of this Policy or any attached riders after they have been In Force during the lifetime of the Insured for two years from the Issue Date of the Policy or Issue Date of any attached riders, or after they have been In Force for two years during the lifetime of the Insured from the last Reinstatement Date, if any. All statements made by or for the Insured in any application are, in the absence of fraud, considered to be representations and not warranties. We can contest the validity of this Policy for any material misrepresentation of a fact made in any application which is attached to and made part of the Policy subject to the Incontestability provision. Contestability of reinstatement shall be based solely on material statements made in the application for reinstatement.

Suicide Exclusion

If the Insured covered under the Policy commits suicide, while sane or insane, within two years from the Issue Date of the Policy and while this Policy is In Force, We will pay the amount of premiums paid for the Policy less any outstanding Policy Loan Balance.

If any Insured covered under any riders attached to this Policy, commits suicide, while sane or insane, within two years of the Issue Date of the rider and while the rider is In Force, We will pay the amount of premiums paid for the rider.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the Death Benefit or other amounts payable will be the amount which the premiums paid would have purchased at the correct age and sex. If the correct age is outside the range of issue ages for this Policy, the premiums and benefits for the correct age will be extrapolated.

Maturity Benefit

On the Maturity Date shown in the Policy Schedule, the proceeds will be the Death Benefit as described in the Death Benefit Calculation provision. Upon payment of the Maturity Benefit, the Policy terminates and no other payments are payable under this Policy.

Extension of Maturity Date

If the Policy is In Force on the Maturity Date, the Policy may be continued beyond the Maturity Date shown in the Policy Schedule. All riders attached to the Policy, if any, will terminate on the Maturity Date shown in the Policy Schedule.

After the Maturity Date shown in the Policy Schedule:

- (a) No further premiums will be accepted.
- (b) The Cash Value will increase at the nonforfeiture interest rate shown in the Policy Schedule. No further loads, charges, or deductions will be made from the Cash Value, except that loan interest will continue to be charged.
- (c) The Death Benefit will equal the Cash Value.
- (d) Policy Loans and Withdrawals continue to be available per their respective provisions. Any existing Policy Loan Balance will continue. Repayments of any Policy Loan Balance will be accepted.
- (e) The Policy will enter the Grace Period and Lapse if the Net Cash Value is zero or less due to the Policy Loan Balance.

This provision will not be in effect if it is determined that it would cause the Policy not to qualify as life insurance under federal tax law. There may be adverse tax consequences associated with extending coverage beyond the Maturity Date. Consult Your tax advisor for guidance.

Qualification as Life Insurance Under Internal Revenue Code

This Policy is designed to qualify as a life insurance contract under the Internal Revenue Code in order to maintain the most favorable consequences under federal tax law. All terms and provisions of the Policy shall be interpreted in a manner consistent with that design. The Death Benefit in force at any time shall not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code in existence at the time the policy is issued. We reserve the right to amend the policy or adjust the amount of insurance when required to maintain this tax qualification. We will send you a copy of any policy amendment.

Reports and Illustrations

We will send you at least once each year, a report that shows the current Cash Value and premiums paid since the last report. The report will include any other information that may be currently required by the regulations in the state where this policy is filed.

Upon written request We will send you a hypothetical illustration of future death benefits and Cash Values. This illustration will include the information as required by the laws or regulations where this Policy is delivered. If you request more than one illustration during a Policy Year, We reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in the Policy Schedule.

PREMIUM PAYMENTS

Payment of Premium

The first premium must be paid in advance of the Policy becoming effective. Your first premium is due as of the Policy Date. While the Insured is living, premiums after the first premium must be paid at our Administrative Office. A premium receipt will be furnished upon request. The Policy is not In Force until the first premium is paid, even if you are in possession of the Policy. Premiums for the Policy are shown in the Policy Schedule. No payment is due or payable for any period after the death of the Insured.

Payment can be made at any premium mode we make available. A change in premium mode will be processed on the paid-to-date on or following the date we approve Your request to change the mode.

You may also request to pay premiums with any combination of

- (a) Yearly dividends.
- (b) The cash value of any Paid-Up Additions partially surrendered.
- (c) Withdrawals from Dividends on Deposit.

Grace Period

A Grace Period of 31 days will be allowed for any unpaid premium due after the first premium. The insurance remains In Force during the Grace Period. If the Insured dies during the Grace Period, any unpaid premium required for the policy month will be deducted from the proceeds payable under the Policy.

Automatic Premium Loan

The Automatic Premium Loan option may be selected in the application or in a written notice filed at our Administrative Office. You may cancel this Automatic Premium Loan option at any time by asking in writing. Your request to cancel will apply as of the date we receive it.

If selected, when a premium due, including any premiums due under all riders, is not paid by the end of its Grace Period, that premium will be paid automatically to the next due date by using any available Loan Value of the Policy. The Automatic Premium Loan will be effective on the last day of the Grace Period for that premium. If the Loan Value is not large enough to pay a full premium at the mode selected, we may process a Policy Loan to pay a different premium mode available where the Loan Value is large enough. The Policy will enter the Grace Period if the Loan Value is not large enough to pay any premium due and if the premium due is not paid in any other manner.

Lapse

Any premium that is not paid by its due date is overdue. If it remains unpaid at the end of its Grace Period and is not paid automatically under the Automatic Premium Loan option, the Policy will lapse as of the due date of the overdue premium. Any payments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

Choice of Lapse Options

If the Policy lapses because a premium is not paid and the Policy is not surrendered as described in the Surrender provision, any Net Cash Value will be used to continue the Policy In Force either as Extended Term Insurance or Reduced Paid-Up Insurance as stated below. Any riders will terminate unless otherwise stated in the rider. Any Dividends on Deposit and Paid-Up Additions will terminate. Any existing Policy Loan Balance is repaid before determining the amount of any Lapse Option.

You can make or change your choice of Lapse Option at any time in writing to Us, but not later than 90 days after the due date of the overdue premium. If you do not choose, Extended Term Insurance, if available, will be the default option. Otherwise, Reduced Paid-Up Insurance will be the default option. Extended Term Insurance is available only if it is shown in the Table of Guaranteed Values in the Policy Schedule.

Extended Term Insurance Option

Extended Term Insurance is a death benefit for a limited term period. No further premiums are due under this option. Extended Term Insurance has a decreasing cash value and no loan value. It does not share in dividends. The death benefit is payable only if the Insured dies during the term period. At the end of the term, the Policy will no longer be In Force. The Extended Term death benefit will equal the Face Amount of the Policy plus any Paid-Up Additions and amount of Dividends on Deposit less any Policy Loan Balance as of the due date of the unpaid premium. The length of the term period will be based upon the amount that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. The amount purchased assumes a Net Single Premium as described in the Basis of Values provision. The term period starts on the due date of the unpaid premium. If the Net Cash Value exceeds the amount needed to purchase a term death benefit to the Maturity Date, the Reduced Paid-Up Option will be used instead. The Table of Guaranteed Values shows the length of the term that the Guaranteed Cash Value would provide with a Death Benefit equal to the Face Amount.

Reduced Paid-Up Insurance Option

Reduced Paid-Up Insurance is a death benefit provided to the Maturity Date. No further premiums are due. Reduced Paid-Up Insurance has an increasing cash value, loan values, and shares in dividends. The amount of Reduced Paid-Up Insurance is payable at the death of the Insured. The amount of Reduced Paid-Up Insurance will be based upon the amount of insurance to the Maturity Date that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. Any existing Policy Loan Balance is repaid upon election of the Reduced Paid-Up Insurance Option. If the amount that could be purchased exceeds the Extended Term Insurance death benefit, a portion of the Net Cash Value will be paid in cash, such that the total Reduced Paid-Up death benefit plus the amount paid in cash equals the Extended Term Insurance Option death benefit. The amount purchased is based upon a Net Single Premium as described in the Basis of Values provision. The Table of Guaranteed Values shows the amount of Reduced Paid-Up Insurance which the Guaranteed Cash Value would provide.

Reinstatement

This Policy and any Riders attached may be reinstated, while the Insured is alive, at any time within three years after the date of Lapse. However, the Policy cannot be reinstated on or after the Maturity Date, or if the Policy has been surrendered, or if benefits have expired.

Reinstatement will be subject to evidence of insurability satisfactory to Us. All overdue premiums must be paid with interest from their due dates to the Reinstatement date. Interest will be at the Reinstatement Interest Rate shown in the Policy Schedule, compounded annually to the Reinstatement date.

PAYMENT OF PROCEEDS

Death Benefit

A Death Benefit is payable upon Our receipt of due proof of the Insured's death at our Administrative Office while this Policy is In Force. Death Benefits are payable in one lump sum. We may, at Our option, offer optional settlement options to the Beneficiary, that provide alternatives to a one lump sum payment.

Death Benefit Calculation

The Death Benefit is the total of:

- (a) The Face Amount of insurance (as shown in the Policy Schedule); plus
- (b) Any insurance on the Insured's life which may be provided by riders to this Policy; plus
- (c) Any Paid-Up Additions; plus
- (d) Any Dividends on Deposit; plus
- (e) Any dividend which we may credit at death; plus
- (f) Any part of a premium paid for coverage beyond the policy month in which the Insured dies; less
- (g) Any premium due and unpaid for coverage thru the policy month in which the Insured dies; less
- (h) Any Policy Loan Balance on the date of death.

Interest on Death Benefit

The interest rate credited on the Death Benefit from the Insured's date of death until the payment date will not be less than required by the regulations in the state where this policy is filed. The interest rate will at least equal the rate or rates of interest declared by the Company for funds left on deposit. If no such rates have been declared, the rate will at least equal the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. The interest rates used will be the ones in effect on the date of death of the insured. If the Death Benefit has not been paid 31 days after the later of the following events, additional interest equal to 10% annually will be credited starting at the end of the 31 days:

- (a) The date that due proof of death is received by Us;
- (b) The date We receive any other due proof needed to prove that the claim is payable under the Policy and that the named Beneficiary is legally entitled to the proceeds;
- (c) The date that any legal impediments to the payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators; and (iii) the submission of information required to satisfy state and federal reporting requirements.

POLICY LOANS

Loan Value

Unless the Policy is In Force as Extended Term Insurance, You may borrow the Loan Value by making a request in writing. You also may request that the Policy Loans be charged automatically to pay premiums under the Automatic Premium Loan provision.

The Loan Value on the date the loan is made equals:

- (a) The Net Cash Value at the next Policy Anniversary; less
- (b) Loan Interest on the loan to the next Policy Anniversary; less
- (c) Any unpaid premiums for that Policy Year.

The Policy will be the sole security for such Loan. After receipt of Your loan request, we have the right to defer making a loan for up to six months, except for a loan to pay premiums to Us.

Loan Interest

Loan Interest is charged in advance to the next policy anniversary on new Policy Loans and is deducted from the loan amount paid to you. Loan Interest is charged annually in advance on each policy anniversary. Interest not paid when due is added to the Policy Loan Balance.

If the Policy is reinstated after a Lapse, any Policy Loan Balance in effect at the time of Lapse will be reinstated including Loan Interest from the Lapse date to the Reinstatement Date.

Loan Interest Rate

The Loan Interest Rate is an adjustable rate. We determine the rate each calendar year, effective on the January 1st following the date We determine it. The new Loan Interest Rate will apply to each Policy for new and existing loans during the policy year that starts on the policy anniversary during that same calendar year.

The annual maximum interest rate is the greater of:

- (a) The Moody's Corporate Bond Yield Average - Monthly Average Corporates as published by Moody's Investors Service, Inc. for the month of October prior to the January 1st that the Loan Interest Rate goes into effect, or
- (b) The interest rate used to determine guaranteed Cash Values under this Policy for the Policy Year plus 1.00%. This minimum interest rate is shown in the Policy Schedule

If the Moody's Corporate Bond Yield Average - Monthly Average Corporates is no longer published, a substantially similar method to determine the maximum interest rate will be established by regulation and will be used in its place.

The Loan Interest Rate will not be increased unless the maximum interest rate is greater than or equal to 0.50% (or 50 basis points) higher than the Loan Interest Rate from the previous calendar year. The Loan Interest Rate will be decreased to the maximum interest rate or lower, if the Loan Interest Rate from the previous calendar year is greater than or equal to 0.50% (or 50 basis points) higher than the maximum interest rate.

We will:

- (a) Notify You of the initial Loan Interest Rate at the time a Policy Loan is made; and
- (b) Give You advance notice of any change in the Loan Interest rate, if You have a Policy Loan Balance.

Loan Repayment

Any payment We receive will be applied as a premium payment unless it is clearly marked as a Loan or Loan Interest repayment. The minimum Loan Repayment is shown in the Policy Schedule unless you are paying the entire Policy Loan Balance. You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is In Force.

Lapse Due To Loans

The Policy will enter a Grace Period if the Policy Loan Balance exceeds the Cash Value. Notice of Lapse will be mailed to the Owner and any assignee of record. The Policy will Lapse 30 days after the date the notice is mailed if the Policy Loan Balance still exceeds the Cash Value. Any Loan Repayments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

POLICY VALUES

Cash Value

The Table of Guaranteed Values shows the Guaranteed Cash Value at the end of various Policy Years. The Cash Values shown assume: that all premiums due have been paid; that no dividends or Paid-Up Additions have been credited to the Policy; that no changes have been made to the Policy; and that there is no Policy Loan Balance. The Cash Value of the Policy is not increased by the Cash Value of any rider, unless otherwise stated in the rider.

The Cash Value of any Reduced Paid-Up Insurance, including Paid-Up Additions, or any Extended Term Insurance is equal to the Net Single Premium as described in the Basis of Values provision for the amount of insurance at the Attained Age of the Insured on the date the Policy is surrendered.

For 31 days after each policy anniversary, the Cash Value will not be less than it was on the anniversary.

Net Cash Value

The Net Cash Value is equal to:

- (a) The Cash Value of the Policy; plus
- (b) The Cash Value of any Paid-Up Additions purchased by policy Dividends; plus
- (c) Any Dividends on Deposit; plus
- (d) The Cash Value of any rider attached to the Policy; less
- (e) Any Policy Loan Balance.

Surrender

You may surrender the Policy for its Net Cash Value during the lifetime of the Insured. We will determine the Net Cash Value as of the date we receive your request in writing. The Net Cash Value will be paid to you in one lump sum unless otherwise agreed to between You and Us. Unless otherwise stated in any rider, any part of a premium paid for coverage beyond the policy month in which you surrender the Policy will be refunded to you. The Policy will terminate on the date of surrender.

If you surrender the Policy within 31 days after the policy anniversary date, the Net Cash Value of the Policy will not be less than the Net Cash Value on that anniversary date, adjusted for any Loans or any Cash Value paid to you during the 31 day period.

We may defer payment of the Net Cash Value for up to six months. If we defer payment for 30 days or more, we will pay interest at a rate at least equal to the minimum required by law.

Cash values and net single premiums are based on the mortality table and the Nonforfeiture Interest Rate(s) shown on the Table of Guaranteed Values in the Policy Schedule.

Basis of Values

Any Cash Values and Paid-Up 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. A detailed statement of the method of computation of the values and benefits has been filed with the insurance supervisory official in the state where the policy is delivered.

All nonforfeiture values and Net Single Premiums for this Policy are based on the mortality table and interest rate(s) shown in the Policy Schedule. Nonforfeiture values and Net Single Premiums between policy anniversaries are interpolated based upon the values on policy anniversaries with allowance for partial premiums paid.

Dividends

While this Policy is In Force, except as Extended Term Insurance, it will be eligible to receive dividends. The amount will be set each year by Our Board of Directors. Dividends, if any, will be paid on the Anniversary Date.

You can elect one of these options:

- (a) Cash: Take the dividend payable in cash; or
- (b) Paid-Up Additions: Use the dividend to buy paid up additions. Paid-up Additions are additional amounts of death benefit to the Maturity Date. The Net Single Premium used to buy Paid-Up Additions and determine the Cash Value of any Paid-Up Additions purchased are described in the Basis of Values provision; or
- (c) Dividends On Deposit: Leave the dividend on deposit with Us to earn interest at a rate not less than the rate shown in the Policy Schedule; or
- (d) Reduced Premiums: Use the dividend to pay all or part of premiums due; or
- (e) Repay Loans: Use the dividend to repay Policy Loans and Loan Interest; or
- (f) Other Options: Any other options which may be offered by riders attached to the Policy.

You may choose one of the options at the time of the application. If none is chosen, Option (b) will be automatic. An option may be changed upon request in writing.

Withdrawals and Dividends used to Pay Premiums Due

All or a portion of Dividends on Deposit may be withdrawn at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The amount withdrawn will be paid to You in cash or may be used to pay all or part of premiums due. The Dividends on Deposit will be reduced by the amount withdrawn or used to pay premiums due.

All or a portion of Paid-Up Additions may be surrendered at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The Cash Value of the Paid-Up Additions surrendered will be paid to You in cash or may be used to pay all or part of premiums due. The amount of Paid-Up Additions will be reduced by the Paid-Up Additions surrendered or used to pay premiums due.

ANNUAL MEETING OF POLICY OWNERS

The meeting of Policy Owners is held annually at the Company's Home Office in Rome, Georgia. The meeting is held on the second Monday in February at 10:00 a.m.



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

Level guaranteed premiums payable for number of years shown in Policy Schedule
This is a participating Policy.

This Policy is a legal contract between the Owner and State Mutual Insurance Company.

STATE MUTUAL INSURANCE COMPANY issues this Policy in consideration of your application and the payment of premiums. A copy of the application forms a part of this Policy. The Policy is based on answers in the application. The benefits and provisions on the following pages are a part of this Policy. Our Company and the Policy Owner are bound by the terms and provisions of the Policy.

Subject to the terms of this Policy, if the Insured dies while the Policy is In Force, we will pay the death benefit proceeds to the Beneficiary upon due proof of the Insured's death while the Policy was In Force. The terms of this Policy are contained on this and the following pages.

PLEASE READ THIS POLICY CAREFULLY

Signed for the Company at its Home Office in Rome, Georgia, as of the Policy Date.

[

Secretary

President
]

RIGHT TO EXAMINE POLICY

This Policy may be cancelled by the Policy Owner by returning it to State Mutual Insurance Company or to an agent of the Company within 31 days after the delivery date. If returned, this Policy will be void from the start and we will refund all premiums paid.

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]

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POLICY SCHEDULE

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 75]	Maturity Date: [September 1, 2098]

Summary of Premiums and Benefits:

Benefit ⁽¹⁾	Premium Class	Annual Premium	Years Payable	Issue Date	Maturity/ Expiry Date	Maturity/ Expiry Year
[\$100,000 Whole Life Paid Up at Age 75]	[Preferred Non-Nicotine]	[\$1,085.00 ⁽²⁾]	[40]	[9/15/2012]	[9/1/2098]	[86]
[Waiver of Premium Disability Rider ⁽³⁾]	[Standard]	[\$53.50]	[30]	[9/15/2012]	[9/1/2042]	[30]
[\$100,000 Accidental Death Benefit Rider]	[Standard]	[\$90.00]	[35]	[9/15/2012]	[9/1/2047]	[35]
[\$50,000 Guaranteed Insurability Option Rider ⁽³⁾]	[Standard]	[\$82.00]	[5]	[9/15/2012]	[9/1/2017]	[5]
[\$5,000 Dependent Children Rider]	[Standard]	[\$32.50]	[35]	[9/15/2012]	[9/1/2047]	[35]
[Terminal Illness Accelerated Benefit Rider]	n/a	n/a	n/a	[9/15/2012]	[9/1/2098]	[86]

Total Initial Annual Premium Due on Policy Date: [\$1,343.00^(*)]

⁽¹⁾ See attached Policy and Riders for details of benefits.

⁽²⁾ Includes a [\$50.00] annual Policy Fee.

⁽³⁾ See attached Rider Schedule for benefit and premium details.

^(*) You have selected a payment mode of [monthly bank draft]. [Monthly bank draft premiums equal your annual premium multiplied by a guaranteed modal factor of .087 resulting in a total initial monthly premium of \$116.84. Premium modes other than annual will result in an overall greater premium.] Changes to your current payment mode must be requested in writing to Us. Premiums are due and payable on each due date or You risk lapse and termination of benefits.

Annual Interest Rates:

Reinstatement Interest Rate: [6.00%]

Minimum Variable Policy Loan Interest Rate: [6.00%]

Minimum Interest Rate for Dividends on Deposit: [2.00%]

Other Factors:

Minimum Loan Repayment: [\$ 25.00]

In Force Requested Illustration Fee: No charge for first illustration in any policy year
[\$25.00 for subsequent illustrations in any policy year]

Maximum Fee for Terminal Illness Accelerated Benefit Rider: [\$150.00]

POLICY SCHEDULE

TABLE OF GUARANTEED VALUES

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 75]	Maturity Date: [September 1, 2098]

End of Policy Year	Attained Age	Annual Premium (includes riders)	Cash Value	Reduced Paid-Up Insurance	Extended Term Insurance	
					Years	Days
[1	36	\$ 1,343.00	\$ 0.00	\$ 0	0	0
2	37	1,343.00	0.00	0	0	0
3	38	1,343.00	500.00	3,100	3	311
4	39	1,343.00	1,400.00	8,200	8	340
5	40	1,343.00	2,300.00	12,900	12	293
6	41	1,257.00	3,300.00	17,700	15	300
7	42	1,257.00	4,300.00	22,100	17	348
8	43	1,257.00	5,400.00	26,700	19	267
9	44	1,257.00	6,400.00	30,300	20	277
10	45	1,257.00	7,600.00	34,500	21	318
11	46	1,257.00	9,100.00	39,700	23	86
12	47	1,257.00	10,800.00	45,300	24	224
13	48	1,257.00	12,500.00	50,300	25	232
14	49	1,257.00	14,200.00	54,900	26	142
15	50	1,257.00	16,100.00	59,800	27	65
16	51	1,257.00	18,000.00	64,200	27	278
17	52	1,257.00	20,100.00	68,900	28	142
18	53	1,257.00	22,100.00	72,900	28	280
19	54	1,257.00	24,300.00	77,100	29	91
20	55	1,257.00	26,600.00	81,200	29	282
25	60	1,257.00	34,200.00	86,900	27	171
30	65	1,257.00	42,800.00	91,900	25	101
35	70	1,207.50	52,100.00	96,100	23	198]

The above values are determined according to the Policy Values Section. Cash and paid up values are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [5.00%] nonforfeiture interest rate. We will furnish any values not shown above upon request. The method of computation of Policy Values has been filed with the insurance supervisory official in the state where this policy is delivered. None of the above figures include Policy Loans.

Dividends, which are not guaranteed, are not reflected in the above values. Cash values and paid-up additions purchased by dividends are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate.

WAIVER OF PREMIUM DIS ABILITY RIDER SCHEDULE

Rider Insured: [John Middle Doe]

Policy Number: [123456789]

Gender and Issue Age: [Male 35]

Rider Issue Date: [September 15, 2012]

Rider Premium Class: [Standard]

Rider Expiry Date: [September 1, 2042]

Waiver Benefit: Waives premium due while Rider is In Force if Insured is totally disabled. See Rider for details.

Rider Annual Premiums for:	Base Policy:	[\$47.00 payable for 30 years]
	[Guaranteed Insurability Rider:	\$ 4.00 payable for 5 years]
	[Dependent Children Rider:	\$ 2.50 payable for 30 years]
	Total Initial Rider Premium:	[\$53.50]

GUARANTEED INSURABILITY OPTION RIDER SCHEDULE

Rider Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Rider Issue Date: [September 15, 2012]
Rider Premium Class: [Standard]	Rider Expiry Date: [September 1, 2017]
Option Amount: [\$50,000]	
Rider Annual Premium: [\$82.00 payable for 5 years]	

Option Date	Beginning of Policy Year	Attained Age
Regular Option Dates:		
[September 1, 2015]	[4]	[38]
[September 1, 2017]	[6]	[40]
Special Options Start Date:		
[September 1, 2012]	[1]	[35]

DEFINITIONS

We, Us, Our and Company refers to State Mutual Insurance Company.

You or Your refers to the Owner of this Policy.

Policy Owner or Owner refers to the person who owns this Policy as shown in Our records. The Policy Owner may be someone other than the Insured.

Insured refers to the person named as Insured in the Policy Schedule whose life is insured by this Policy.

Beneficiary refers to the person, persons or entity named in writing by You to receive the death benefit of this Policy.

Irrevocable Beneficiary refers to a Beneficiary who may be changed only with the consent of such Irrevocable Beneficiary. The consent of the Irrevocable Beneficiary will also be required for any Assignment, Surrender, Policy Loan, choice or change of a settlement option, or other changes to this Policy.

Policy Date is the date from which policy anniversaries, policy years, policy months, and premium due dates are determined. The Policy Date is shown in the Policy Schedule.

Issue Date refers to the date from which the contestable and suicide periods of the coverage are measured. The Issue Date is shown in the Policy Schedule.

Policy Year refers to the period from the Policy Date to the first policy anniversary, or from one policy anniversary to the next. A Policy Year does not include the policy anniversary at the end of the Policy Year.

Maturity Date is the latest date this Policy can end. The Maturity Date is shown in the Policy Schedule. The Maturity Date may be extended as provided in the Extension of Maturity Date provision.

Face Amount is the amount of insurance on which premiums and Death Benefits are determined. The Face Amount is shown in the Policy Schedule.

Lapse means the Policy is not In Force because a premium was not paid when due or because the Loan Balance exceeds the Cash Value.

Issue Age means the age last birthday of the Insured on the Policy Date as shown in the Policy Schedule.

Attained Age means the age last birthday of the Insured on the most recent Policy Anniversary.

Cash Value is the amount used to determine Policy Loan values, Lapse Options, and Net Cash Values.

Net Cash Value refers to the amount you receive at surrender of the policy as explained in the Cash Value provision.

Policy Loan is an amount You borrow from Your Policy. Policy Loans are explained in the Policy Loan section.

Policy Loan Balance refers to the sum of Policy Loan amounts you have borrowed from Your Policy, increased by any unpaid Loan Interest and reduced by any Loan Repayments.

In Force means that all required premiums are paid to date, and that the Policy has not lapsed.

GENERAL PROVISIONS

Entire Contract

This Policy is a legal contract between You and Us. We entered into this contract in consideration of a complete application and the payment of the first premium. The entire contract consists of this Policy and any attached riders, endorsements, amendments, schedules, and the attached application as well as any supplemental applications. Any change of the Policy must be in writing, endorsed on this Policy, and signed by an Executive Officer of the Company.

Policy Owner

The Owner of this Policy is the person shown in the Policy Schedule unless otherwise changed as provided in the Policy. During the Insured's lifetime, the Owner has the power to exercise all Policy rights and receive Policy values, subject to any Assignment on file with Us. Ownership rights may be exercised without consent of the Insured, a Contingent Owner, or a revocable beneficiary. The Death Benefit, however, is paid to the Beneficiary and not the Owner unless the Owner is the Beneficiary.

Contingent Owner

If the Owner is not the Insured, the Owner may name a contingent owner who will become the new owner upon the Owner's death. Naming a Contingent Owner will be effective upon receipt at the Administrative Office of a written request satisfactory to Us, including any required information about the Contingent Owner.

Insured Minor

Insured minors may not be named as Owners. A minor may be named Owner upon reaching age of majority subject to the Change of Policy Owner provision.

Change of Policy Owner, Contingent Owner or Beneficiary

During the Insured's lifetime, You have the right to transfer the ownership or change the Beneficiary, other than Irrevocable Beneficiaries, by giving written notice satisfactory to Us. Unless otherwise specified by You, any change is effective when the notice is signed by You, but will not affect any payment made or any other action taken by Us before We receive the notice.

If the Policy Owner dies before the Insured, and no Contingent Owner has been named, all rights to the Policy pass to the Policy Owner's Estate.

Beneficiary

The Beneficiary is named in the application or in the most recent beneficiary change recorded by the Company. The interest of any Beneficiary or Irrevocable Beneficiary ceases when the Beneficiary dies before the Insured. If any Beneficiary dies at the same time as the Insured, or within 15 days after, We will pay as if the Beneficiary died first. Unless otherwise stated, two or more Beneficiaries in the same class share equally, and the interest of any deceased Beneficiary passes equally to the surviving Beneficiaries within the class. If no Beneficiary survives the Insured, the Death Benefit is paid to the Owner, if living, otherwise to the Owner's estate.

Assignment

You may assign this Policy. A written notice of Assignment must be filed in Our Administrative Office. Unless otherwise specified by You, any Assignment is effective on the date the notice is signed by You. The Company is not responsible for the validity or effect of the Assignment. We will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the notice. The rights of an Assignment will at all times be subject to any Policy Loan Balance.

Incontestability

Except for failure to pay premiums, We will not contest the validity of this Policy or any attached riders after they have been In Force during the lifetime of the Insured for two years from the Issue Date of the Policy or Issue Date of any attached riders, or after they have been In Force for two years during the lifetime of the Insured from the last Reinstatement Date, if any. All statements made by or for the Insured in any application are, in the absence of fraud, considered to be representations and not warranties. We can contest the validity of this Policy for any material misrepresentation of a fact made in any application which is attached to and made part of the Policy subject to the Incontestability provision. Contestability of reinstatement shall be based solely on material statements made in the application for reinstatement.

Suicide Exclusion

If the Insured covered under the Policy commits suicide, while sane or insane, within two years from the Issue Date of the Policy and while this Policy is In Force, We will pay the amount of premiums paid for the Policy less any outstanding Policy Loan Balance.

If any Insured covered under any riders attached to this Policy, commits suicide, while sane or insane, within two years of the Issue Date of the rider and while the rider is In Force, We will pay the amount of premiums paid for the rider.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the Death Benefit or other amounts payable will be the amount which the premiums paid would have purchased at the correct age and sex. If the correct age is outside the range of issue ages for this Policy, the premiums and benefits for the correct age will be extrapolated.

Maturity Benefit

On the Maturity Date shown in the Policy Schedule, the proceeds will be the Death Benefit as described in the Death Benefit Calculation provision. Upon payment of the Maturity Benefit, the Policy terminates and no other payments are payable under this Policy.

Extension of Maturity Date

If the Policy is In Force on the Maturity Date, the Policy may be continued beyond the Maturity Date shown in the Policy Schedule. All riders attached to the Policy, if any, will terminate on the Maturity Date shown in the Policy Schedule.

After the Maturity Date shown in the Policy Schedule:

- (a) No further premiums will be accepted.
- (b) The Cash Value will increase at the nonforfeiture interest rate shown in the Policy Schedule. No further loads, charges, or deductions will be made from the Cash Value, except that loan interest will continue to be charged.
- (c) The Death Benefit will equal the Cash Value.
- (d) Policy Loans and Withdrawals continue to be available per their respective provisions. Any existing Policy Loan Balance will continue. Repayments of any Policy Loan Balance will be accepted.
- (e) The Policy will enter the Grace Period and Lapse if the Net Cash Value is zero or less due to the Policy Loan Balance.

This provision will not be in effect if it is determined that it would cause the Policy not to qualify as life insurance under federal tax law. There may be adverse tax consequences associated with extending coverage beyond the Maturity Date. Consult Your tax advisor for guidance.

Qualification as Life Insurance Under Internal Revenue Code

This Policy is designed to qualify as a life insurance contract under the Internal Revenue Code in order to maintain the most favorable consequences under federal tax law. All terms and provisions of the Policy shall be interpreted in a manner consistent with that design. The Death Benefit in force at any time shall not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code in existence at the time the policy is issued. We reserve the right to amend the policy or adjust the amount of insurance when required to maintain this tax qualification. We will send you a copy of any policy amendment.

Reports and Illustrations

We will send you at least once each year, a report that shows the current Cash Value and premiums paid since the last report. The report will include any other information that may be currently required by the regulations in the state where this policy is filed.

Upon written request We will send you a hypothetical illustration of future death benefits and Cash Values. This illustration will include the information as required by the laws or regulations where this Policy is delivered. If you request more than one illustration during a Policy Year, We reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in the Policy Schedule.

PREMIUM PAYMENTS

Payment of Premium

The first premium must be paid in advance of the Policy becoming effective. Your first premium is due as of the Policy Date. While the Insured is living, premiums after the first premium must be paid at our Administrative Office. A premium receipt will be furnished upon request. The Policy is not In Force until the first premium is paid, even if you are in possession of the Policy. Premiums for the Policy are shown in the Policy Schedule. No payment is due or payable for any period after the death of the Insured.

Payment can be made at any premium mode we make available. A change in premium mode will be processed on the paid-to-date on or following the date we approve Your request to change the mode.

You may also request to pay premiums with any combination of

- (a) Yearly dividends.
- (b) The cash value of any Paid-Up Additions partially surrendered.
- (c) Withdrawals from Dividends on Deposit.

Grace Period

A Grace Period of 31 days will be allowed for any unpaid premium due after the first premium. The insurance remains In Force during the Grace Period. If the Insured dies during the Grace Period, any unpaid premium required for the policy month will be deducted from the proceeds payable under the Policy.

Automatic Premium Loan

The Automatic Premium Loan option may be selected in the application or in a written notice filed at our Administrative Office. You may cancel this Automatic Premium Loan option at any time by asking in writing. Your request to cancel will apply as of the date we receive it.

If selected, when a premium due, including any premiums due under all riders, is not paid by the end of its Grace Period, that premium will be paid automatically to the next due date by using any available Loan Value of the Policy. The Automatic Premium Loan will be effective on the last day of the Grace Period for that premium. If the Loan Value is not large enough to pay a full premium at the mode selected, we may process a Policy Loan to pay a different premium mode available where the Loan Value is large enough. The Policy will enter the Grace Period if the Loan Value is not large enough to pay any premium due and if the premium due is not paid in any other manner.

Lapse

Any premium that is not paid by its due date is overdue. If it remains unpaid at the end of its Grace Period and is not paid automatically under the Automatic Premium Loan option, the Policy will lapse as of the due date of the overdue premium. Any payments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

Choice of Lapse Options

If the Policy lapses because a premium is not paid and the Policy is not surrendered as described in the Surrender provision, any Net Cash Value will be used to continue the Policy In Force either as Extended Term Insurance or Reduced Paid-Up Insurance as stated below. Any riders will terminate unless otherwise stated in the rider. Any Dividends on Deposit and Paid-Up Additions will terminate. Any existing Policy Loan Balance is repaid before determining the amount of any Lapse Option.

You can make or change your choice of Lapse Option at any time in writing to Us, but not later than 90 days after the due date of the overdue premium. If you do not choose, Extended Term Insurance, if available, will be the default option. Otherwise, Reduced Paid-Up Insurance will be the default option. Extended Term Insurance is available only if it is shown in the Table of Guaranteed Values in the Policy Schedule.

Extended Term Insurance Option

Extended Term Insurance is a death benefit for a limited term period. No further premiums are due under this option. Extended Term Insurance has a decreasing cash value and no loan value. It does not share in dividends. The death benefit is payable only if the Insured dies during the term period. At the end of the term, the Policy will no longer be In Force. The Extended Term death benefit will equal the Face Amount of the Policy plus any Paid-Up Additions and amount of Dividends on Deposit less any Policy Loan Balance as of the due date of the unpaid premium. The length of the term period will be based upon the amount that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. The amount purchased assumes a Net Single Premium as described in the Basis of Values provision. The term period starts on the due date of the unpaid premium. If the Net Cash Value exceeds the amount needed to purchase a term death benefit to the Maturity Date, the Reduced Paid-Up Option will be used instead. The Table of Guaranteed Values shows the length of the term that the Guaranteed Cash Value would provide with a Death Benefit equal to the Face Amount.

Reduced Paid-Up Insurance Option

Reduced Paid-Up Insurance is a death benefit provided to the Maturity Date. No further premiums are due. Reduced Paid-Up Insurance has an increasing cash value, loan values, and shares in dividends. The amount of Reduced Paid-Up Insurance is payable at the death of the Insured. The amount of Reduced Paid-Up Insurance will be based upon the amount of insurance to the Maturity Date that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. Any existing Policy Loan Balance is repaid upon election of the Reduced Paid-Up Insurance Option. If the amount that could be purchased exceeds the Extended Term Insurance death benefit, a portion of the Net Cash Value will be paid in cash, such that the total Reduced Paid-Up death benefit plus the amount paid in cash equals the Extended Term Insurance Option death benefit. The amount purchased is based upon a Net Single Premium as described in the Basis of Values provision. The Table of Guaranteed Values shows the amount of Reduced Paid-Up Insurance which the Guaranteed Cash Value would provide.

Reinstatement

This Policy and any Riders attached may be reinstated, while the Insured is alive, at any time within three years after the date of Lapse. However, the Policy cannot be reinstated on or after the Maturity Date, or if the Policy has been surrendered, or if benefits have expired.

Reinstatement will be subject to evidence of insurability satisfactory to Us. All overdue premiums must be paid with interest from their due dates to the Reinstatement date. Interest will be at the Reinstatement Interest Rate shown in the Policy Schedule, compounded annually to the Reinstatement date.

PAYMENT OF PROCEEDS

Death Benefit

A Death Benefit is payable upon Our receipt of due proof of the Insured's death at our Administrative Office while this Policy is In Force. Death Benefits are payable in one lump sum. We may, at Our option, offer optional settlement options to the Beneficiary, that provide alternatives to a one lump sum payment.

Death Benefit Calculation

The Death Benefit is the total of:

- (a) The Face Amount of insurance (as shown in the Policy Schedule); plus
- (b) Any insurance on the Insured's life which may be provided by riders to this Policy; plus
- (c) Any Paid-Up Additions; plus
- (d) Any Dividends on Deposit; plus
- (e) Any dividend which we may credit at death; plus
- (f) Any part of a premium paid for coverage beyond the policy month in which the Insured dies; less
- (g) Any premium due and unpaid for coverage thru the policy month in which the Insured dies; less
- (h) Any Policy Loan Balance on the date of death.

Interest on Death Benefit

The interest rate credited on the Death Benefit from the Insured's date of death until the payment date will not be less than required by the regulations in the state where this policy is filed. The interest rate will at least equal the rate or rates of interest declared by the Company for funds left on deposit. If no such rates have been declared, the rate will at least equal the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. The interest rates used will be the ones in effect on the date of death of the insured. If the Death Benefit has not been paid 31 days after the later of the following events, additional interest equal to 10% annually will be credited starting at the end of the 31 days:

- (a) The date that due proof of death is received by Us;
- (b) The date We receive any other due proof needed to prove that the claim is payable under the Policy and that the named Beneficiary is legally entitled to the proceeds;
- (c) The date that any legal impediments to the payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators; and (iii) the submission of information required to satisfy state and federal reporting requirements.

POLICY LOANS

Loan Value

Unless the Policy is In Force as Extended Term Insurance, You may borrow the Loan Value by making a request in writing. You also may request that the Policy Loans be charged automatically to pay premiums under the Automatic Premium Loan provision.

The Loan Value on the date the loan is made equals:

- (a) The Net Cash Value at the next Policy Anniversary; less
- (b) Loan Interest on the loan to the next Policy Anniversary; less
- (c) Any unpaid premiums for that Policy Year.

The Policy will be the sole security for such Loan. After receipt of Your loan request, we have the right to defer making a loan for up to six months, except for a loan to pay premiums to Us.

Loan Interest

Loan Interest is charged in advance to the next policy anniversary on new Policy Loans and is deducted from the loan amount paid to you. Loan Interest is charged annually in advance on each policy anniversary. Interest not paid when due is added to the Policy Loan Balance.

If the Policy is reinstated after a Lapse, any Policy Loan Balance in effect at the time of Lapse will be reinstated including Loan Interest from the Lapse date to the Reinstatement Date.

Loan Interest Rate

The Loan Interest Rate is an adjustable rate. We determine the rate each calendar year, effective on the January 1st following the date We determine it. The new Loan Interest Rate will apply to each Policy for new and existing loans during the policy year that starts on the policy anniversary during that same calendar year.

The annual maximum interest rate is the greater of:

- (a) The Moody's Corporate Bond Yield Average - Monthly Average Corporates as published by Moody's Investors Service, Inc. for the month of October prior to the January 1st that the Loan Interest Rate goes into effect, or
- (b) The interest rate used to determine guaranteed Cash Values under this Policy for the Policy Year plus 1.00%. This minimum interest rate is shown in the Policy Schedule

If the Moody's Corporate Bond Yield Average - Monthly Average Corporates is no longer published, a substantially similar method to determine the maximum interest rate will be established by regulation and will be used in its place.

The Loan Interest Rate will not be increased unless the maximum interest rate is greater than or equal to 0.50% (or 50 basis points) higher than the Loan Interest Rate from the previous calendar year. The Loan Interest Rate will be decreased to the maximum interest rate or lower, if the Loan Interest Rate from the previous calendar year is greater than or equal to 0.50% (or 50 basis points) higher than the maximum interest rate.

We will:

- (a) Notify You of the initial Loan Interest Rate at the time a Policy Loan is made; and
- (b) Give You advance notice of any change in the Loan Interest rate, if You have a Policy Loan Balance.

Loan Repayment

Any payment We receive will be applied as a premium payment unless it is clearly marked as a Loan or Loan Interest repayment. The minimum Loan Repayment is shown in the Policy Schedule unless you are paying the entire Policy Loan Balance. You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is In Force.

Lapse Due To Loans

The Policy will enter a Grace Period if the Policy Loan Balance exceeds the Cash Value. Notice of Lapse will be mailed to the Owner and any assignee of record. The Policy will Lapse 30 days after the date the notice is mailed if the Policy Loan Balance still exceeds the Cash Value. Any Loan Repayments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

POLICY VALUES

Cash Value

The Table of Guaranteed Values shows the Guaranteed Cash Value at the end of various Policy Years. The Cash Values shown assume: that all premiums due have been paid; that no dividends or Paid-Up Additions have been credited to the Policy; that no changes have been made to the Policy; and that there is no Policy Loan Balance. The Cash Value of the Policy is not increased by the Cash Value of any rider, unless otherwise stated in the rider.

The Cash Value of any Reduced Paid-Up Insurance, including Paid-Up Additions, or any Extended Term Insurance is equal to the Net Single Premium as described in the Basis of Values provision for the amount of insurance at the Attained Age of the Insured on the date the Policy is surrendered.

For 31 days after each policy anniversary, the Cash Value will not be less than it was on the anniversary.

Net Cash Value

The Net Cash Value is equal to:

- (a) The Cash Value of the Policy; plus
- (b) The Cash Value of any Paid-Up Additions purchased by policy Dividends; plus
- (c) Any Dividends on Deposit; plus
- (d) The Cash Value of any rider attached to the Policy; less
- (e) Any Policy Loan Balance.

Surrender

You may surrender the Policy for its Net Cash Value during the lifetime of the Insured. We will determine the Net Cash Value as of the date we receive your request in writing. The Net Cash Value will be paid to you in one lump sum unless otherwise agreed to between You and Us. Unless otherwise stated in any rider, any part of a premium paid for coverage beyond the policy month in which you surrender the Policy will be refunded to you. The Policy will terminate on the date of surrender.

If you surrender the Policy within 31 days after the policy anniversary date, the Net Cash Value of the Policy will not be less than the Net Cash Value on that anniversary date, adjusted for any Loans or any Cash Value paid to you during the 31 day period.

We may defer payment of the Net Cash Value for up to six months. If we defer payment for 30 days or more, we will pay interest at a rate at least equal to the minimum required by law.

Cash values and net single premiums are based on the mortality table and the Nonforfeiture Interest Rate(s) shown on the Table of Guaranteed Values in the Policy Schedule.

Basis of Values

Any Cash Values and Paid-Up 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. A detailed statement of the method of computation of the values and benefits has been filed with the insurance supervisory official in the state where the policy is delivered.

All nonforfeiture values and Net Single Premiums for this Policy are based on the mortality table and interest rate(s) shown in the Policy Schedule. Nonforfeiture values and Net Single Premiums between policy anniversaries are interpolated based upon the values on policy anniversaries with allowance for partial premiums paid.

Dividends

While this Policy is In Force, except as Extended Term Insurance, it will be eligible to receive dividends. The amount will be set each year by Our Board of Directors. Dividends, if any, will be paid on the Anniversary Date.

You can elect one of these options:

- (a) Cash: Take the dividend payable in cash; or
- (b) Paid-Up Additions: Use the dividend to buy paid up additions. Paid-up Additions are additional amounts of death benefit to the Maturity Date. The Net Single Premium used to buy Paid-Up Additions and determine the Cash Value of any Paid-Up Additions purchased are described in the Basis of Values provision; or
- (c) Dividends On Deposit: Leave the dividend on deposit with Us to earn interest at a rate not less than the rate shown in the Policy Schedule; or
- (d) Reduced Premiums: Use the dividend to pay all or part of premiums due; or
- (e) Repay Loans: Use the dividend to repay Policy Loans and Loan Interest; or
- (f) Other Options: Any other options which may be offered by riders attached to the Policy.

You may choose one of the options at the time of the application. If none is chosen, Option (b) will be automatic. An option may be changed upon request in writing.

Withdrawals and Dividends used to Pay Premiums Due

All or a portion of Dividends on Deposit may be withdrawn at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The amount withdrawn will be paid to You in cash or may be used to pay all or part of premiums due. The Dividends on Deposit will be reduced by the amount withdrawn or used to pay premiums due.

All or a portion of Paid-Up Additions may be surrendered at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The Cash Value of the Paid-Up Additions surrendered will be paid to You in cash or may be used to pay all or part of premiums due. The amount of Paid-Up Additions will be reduced by the Paid-Up Additions surrendered or used to pay premiums due.

ANNUAL MEETING OF POLICY OWNERS

The meeting of Policy Owners is held annually at the Company's Home Office in Rome, Georgia. The meeting is held on the second Monday in February at 10:00 a.m.



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

Level guaranteed premiums payable for number of years shown in Policy Schedule
This is a participating Policy.

This Policy is a legal contract between the Owner and State Mutual Insurance Company.

STATE MUTUAL INSURANCE COMPANY issues this Policy in consideration of your application and the payment of premiums. A copy of the application forms a part of this Policy. The Policy is based on answers in the application. The benefits and provisions on the following pages are a part of this Policy. Our Company and the Policy Owner are bound by the terms and provisions of the Policy.

Subject to the terms of this Policy, if the Insured dies while the Policy is In Force, we will pay the death benefit proceeds to the Beneficiary upon due proof of the Insured's death while the Policy was In Force. The terms of this Policy are contained on this and the following pages.

PLEASE READ THIS POLICY CAREFULLY

Signed for the Company at its Home Office in Rome, Georgia, as of the Policy Date.

[

Secretary

President
]

RIGHT TO EXAMINE POLICY

This Policy may be cancelled by the Policy Owner by returning it to State Mutual Insurance Company or to an agent of the Company within 31 days after the delivery date. If returned, this Policy will be void from the start and we will refund all premiums paid.

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]

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POLICY SCHEDULE

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 70]	Maturity Date: [September 1, 2098]

Summary of Premiums and Benefits:

Benefit ⁽¹⁾	Premium Class	Annual Premium	Years Payable	Issue Date	Maturity/ Expiry Date	Maturity/ Expiry Year
[\$100,000 Whole Life Paid Up at Age 70]	[Preferred Non-Nicotine]	[\$1,114.00 ⁽²⁾]	[35]	[9/15/2012]	[9/1/2098]	[86]
[Waiver of Premium Disability Rider ⁽³⁾]	[Standard]	[\$54.50]	[30]	[9/15/2012]	[9/1/2042]	[30]
[\$100,000 Accidental Death Benefit Rider]	[Standard]	[\$90.00]	[35]	[9/15/2012]	[9/1/2047]	[35]
[\$50,000 Guaranteed Insurability Option Rider ⁽³⁾]	[Standard]	[\$82.00]	[5]	[9/15/2012]	[9/1/2017]	[5]
[\$5,000 Dependent Children Rider]	[Standard]	[\$32.50]	[35]	[9/15/2012]	[9/1/2047]	[35]
[Terminal Illness Accelerated Benefit Rider]	n/a	n/a	n/a	[9/15/2012]	[9/1/2098]	[86]

Total Initial Annual Premium Due on Policy Date: [\$1,373.00^(*)]

⁽¹⁾ See attached Policy and Riders for details of benefits.

⁽²⁾ Includes a [\$50.00] annual Policy Fee.

⁽³⁾ See attached Rider Schedule for benefit and premium details.

^(*) You have selected a payment mode of [monthly bank draft]. [Monthly bank draft premiums equal your annual premium multiplied by a guaranteed modal factor of .087 resulting in a total initial monthly premium of \$119.45. Premium modes other than annual will result in an overall greater premium.] Changes to your current payment mode must be requested in writing to Us. Premiums are due and payable on each due date or You risk lapse and termination of benefits.

Annual Interest Rates:

Reinstatement Interest Rate: [6.00%]

Minimum Variable Policy Loan Interest Rate: [6.00%]

Minimum Interest Rate for Dividends on Deposit: [2.00%]

Other Factors:

Minimum Loan Repayment: [\$ 25.00]

In Force Requested Illustration Fee: No charge for first illustration in any policy year
[\$25.00 for subsequent illustrations in any policy year]

Maximum Fee for Terminal Illness Accelerated Benefit Rider: [\$150.00]

POLICY SCHEDULE

TABLE OF GUARANTEED VALUES

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 70]	Maturity Date: [September 1, 2098]

End of Policy Year	Attained Age	Annual Premium (includes riders)	Cash Value	Reduced Paid-Up Insurance	Extended Term Insurance	
					Years	Days
[1	36	\$ 1,373.00	\$ 0.00	\$ 0	0	0
2	37	1,373.00	0.00	0	0	0
3	38	1,373.00	600.00	3,700	4	207
4	39	1,373.00	1,500.00	8,800	9	176
5	40	1,373.00	2,500.00	14,000	13	256
6	41	1,287.00	3,500.00	18,800	16	186
7	42	1,287.00	4,600.00	23,700	18	301
8	43	1,287.00	5,700.00	28,100	20	163
9	44	1,287.00	6,800.00	32,200	21	216
10	45	1,287.00	8,000.00	36,400	22	227
11	46	1,287.00	9,700.00	42,300	24	96
12	47	1,287.00	11,400.00	47,800	25	193
13	48	1,287.00	13,200.00	53,100	26	221
14	49	1,287.00	15,100.00	58,400	27	201
15	50	1,287.00	17,000.00	63,100	28	97
16	51	1,287.00	19,100.00	68,100	29	4
17	52	1,287.00	21,200.00	72,700	29	217
18	53	1,287.00	23,400.00	77,100	30	60
19	54	1,287.00	25,700.00	81,500	30	284
20	55	1,287.00	28,100.00	85,800	31	177
25	60	1,287.00	35,900.00	91,200	29	133
30	65	1,287.00	44,600.00	95,800	27	245
35	70	1,236.50	54,300.00	100,000	51	0]

The above values are determined according to the Policy Values Section. Cash and paid up values are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [5.00%] nonforfeiture interest rate. We will furnish any values not shown above upon request. The method of computation of Policy Values has been filed with the insurance supervisory official in the state where this policy is delivered. None of the above figures include Policy Loans.

Dividends, which are not guaranteed, are not reflected in the above values. Cash values and paid-up additions purchased by dividends are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate.

WAIVER OF PREMIUM DIS ABILITY RIDER SCHEDULE

Rider Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Rider Issue Date: [September 15, 2012]
Rider Premium Class: [Standard]	Rider Expiry Date: [September 1, 2042]
Waiver Benefit: Waives premium due while Rider is In Force if Insured is totally disabled. See Rider for details.	
Rider Annual Premiums for:	
Base Policy:	[\$48.00 payable for 30 years]
[Guaranteed Insurability Rider:	\$ 4.00 payable for 5 years]
[Dependent Children Rider:	\$ 2.50 payable for 30 years]
Total Initial Rider Premium:	[\$54.50]

GUARANTEED INSURABILITY OPTION RIDER SCHEDULE

Rider Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Rider Issue Date: [September 15, 2012]
Rider Premium Class: [Standard]	Rider Expiry Date: [September 1, 2017]
Option Amount: [\$50,000]	
Rider Annual Premium: [\$82.00 payable for 5 years]	

Option Date	Beginning of Policy Year	Attained Age
Regular Option Dates:		
[September 1, 2015]	[4]	[38]
[September 1, 2017]	[6]	[40]
Special Options Start Date:		
[September 1, 2012]	[1]	[35]

DEFINITIONS

We, Us, Our and Company refers to State Mutual Insurance Company.

You or Your refers to the Owner of this Policy.

Policy Owner or Owner refers to the person who owns this Policy as shown in Our records. The Policy Owner may be someone other than the Insured.

Insured refers to the person named as Insured in the Policy Schedule whose life is insured by this Policy.

Beneficiary refers to the person, persons or entity named in writing by You to receive the death benefit of this Policy.

Irrevocable Beneficiary refers to a Beneficiary who may be changed only with the consent of such Irrevocable Beneficiary. The consent of the Irrevocable Beneficiary will also be required for any Assignment, Surrender, Policy Loan, choice or change of a settlement option, or other changes to this Policy.

Policy Date is the date from which policy anniversaries, policy years, policy months, and premium due dates are determined. The Policy Date is shown in the Policy Schedule.

Issue Date refers to the date from which the contestable and suicide periods of the coverage are measured. The Issue Date is shown in the Policy Schedule.

Policy Year refers to the period from the Policy Date to the first policy anniversary, or from one policy anniversary to the next. A Policy Year does not include the policy anniversary at the end of the Policy Year.

Maturity Date is the latest date this Policy can end. The Maturity Date is shown in the Policy Schedule. The Maturity Date may be extended as provided in the Extension of Maturity Date provision.

Face Amount is the amount of insurance on which premiums and Death Benefits are determined. The Face Amount is shown in the Policy Schedule.

Lapse means the Policy is not In Force because a premium was not paid when due or because the Loan Balance exceeds the Cash Value.

Issue Age means the age last birthday of the Insured on the Policy Date as shown in the Policy Schedule.

Attained Age means the age last birthday of the Insured on the most recent Policy Anniversary.

Cash Value is the amount used to determine Policy Loan values, Lapse Options, and Net Cash Values.

Net Cash Value refers to the amount you receive at surrender of the policy as explained in the Cash Value provision.

Policy Loan is an amount You borrow from Your Policy. Policy Loans are explained in the Policy Loan section.

Policy Loan Balance refers to the sum of Policy Loan amounts you have borrowed from Your Policy, increased by any unpaid Loan Interest and reduced by any Loan Repayments.

In Force means that all required premiums are paid to date, and that the Policy has not lapsed.

GENERAL PROVISIONS

Entire Contract

This Policy is a legal contract between You and Us. We entered into this contract in consideration of a complete application and the payment of the first premium. The entire contract consists of this Policy and any attached riders, endorsements, amendments, schedules, and the attached application as well as any supplemental applications. Any change of the Policy must be in writing, endorsed on this Policy, and signed by an Executive Officer of the Company.

Policy Owner

The Owner of this Policy is the person shown in the Policy Schedule unless otherwise changed as provided in the Policy. During the Insured's lifetime, the Owner has the power to exercise all Policy rights and receive Policy values, subject to any Assignment on file with Us. Ownership rights may be exercised without consent of the Insured, a Contingent Owner, or a revocable beneficiary. The Death Benefit, however, is paid to the Beneficiary and not the Owner unless the Owner is the Beneficiary.

Contingent Owner

If the Owner is not the Insured, the Owner may name a contingent owner who will become the new owner upon the Owner's death. Naming a Contingent Owner will be effective upon receipt at the Administrative Office of a written request satisfactory to Us, including any required information about the Contingent Owner.

Insured Minor

Insured minors may not be named as Owners. A minor may be named Owner upon reaching age of majority subject to the Change of Policy Owner provision.

Change of Policy Owner, Contingent Owner or Beneficiary

During the Insured's lifetime, You have the right to transfer the ownership or change the Beneficiary, other than Irrevocable Beneficiaries, by giving written notice satisfactory to Us. Unless otherwise specified by You, any change is effective when the notice is signed by You, but will not affect any payment made or any other action taken by Us before We receive the notice.

If the Policy Owner dies before the Insured, and no Contingent Owner has been named, all rights to the Policy pass to the Policy Owner's Estate.

Beneficiary

The Beneficiary is named in the application or in the most recent beneficiary change recorded by the Company. The interest of any Beneficiary or Irrevocable Beneficiary ceases when the Beneficiary dies before the Insured. If any Beneficiary dies at the same time as the Insured, or within 15 days after, We will pay as if the Beneficiary died first. Unless otherwise stated, two or more Beneficiaries in the same class share equally, and the interest of any deceased Beneficiary passes equally to the surviving Beneficiaries within the class. If no Beneficiary survives the Insured, the Death Benefit is paid to the Owner, if living, otherwise to the Owner's estate.

Assignment

You may assign this Policy. A written notice of Assignment must be filed in Our Administrative Office. Unless otherwise specified by You, any Assignment is effective on the date the notice is signed by You. The Company is not responsible for the validity or effect of the Assignment. We will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the notice. The rights of an Assignment will at all times be subject to any Policy Loan Balance.

Incontestability

Except for failure to pay premiums, We will not contest the validity of this Policy or any attached riders after they have been In Force during the lifetime of the Insured for two years from the Issue Date of the Policy or Issue Date of any attached riders, or after they have been In Force for two years during the lifetime of the Insured from the last Reinstatement Date, if any. All statements made by or for the Insured in any application are, in the absence of fraud, considered to be representations and not warranties. We can contest the validity of this Policy for any material misrepresentation of a fact made in any application which is attached to and made part of the Policy subject to the Incontestability provision. Contestability of reinstatement shall be based solely on material statements made in the application for reinstatement.

Suicide Exclusion

If the Insured covered under the Policy commits suicide, while sane or insane, within two years from the Issue Date of the Policy and while this Policy is In Force, We will pay the amount of premiums paid for the Policy less any outstanding Policy Loan Balance.

If any Insured covered under any riders attached to this Policy, commits suicide, while sane or insane, within two years of the Issue Date of the rider and while the rider is In Force, We will pay the amount of premiums paid for the rider.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the Death Benefit or other amounts payable will be the amount which the premiums paid would have purchased at the correct age and sex. If the correct age is outside the range of issue ages for this Policy, the premiums and benefits for the correct age will be extrapolated.

Maturity Benefit

On the Maturity Date shown in the Policy Schedule, the proceeds will be the Death Benefit as described in the Death Benefit Calculation provision. Upon payment of the Maturity Benefit, the Policy terminates and no other payments are payable under this Policy.

Extension of Maturity Date

If the Policy is In Force on the Maturity Date, the Policy may be continued beyond the Maturity Date shown in the Policy Schedule. All riders attached to the Policy, if any, will terminate on the Maturity Date shown in the Policy Schedule.

After the Maturity Date shown in the Policy Schedule:

- (a) No further premiums will be accepted.
- (b) The Cash Value will increase at the nonforfeiture interest rate shown in the Policy Schedule. No further loads, charges, or deductions will be made from the Cash Value, except that loan interest will continue to be charged.
- (c) The Death Benefit will equal the Cash Value.
- (d) Policy Loans and Withdrawals continue to be available per their respective provisions. Any existing Policy Loan Balance will continue. Repayments of any Policy Loan Balance will be accepted.
- (e) The Policy will enter the Grace Period and Lapse if the Net Cash Value is zero or less due to the Policy Loan Balance.

This provision will not be in effect if it is determined that it would cause the Policy not to qualify as life insurance under federal tax law. There may be adverse tax consequences associated with extending coverage beyond the Maturity Date. Consult Your tax advisor for guidance.

Qualification as Life Insurance Under Internal Revenue Code

This Policy is designed to qualify as a life insurance contract under the Internal Revenue Code in order to maintain the most favorable consequences under federal tax law. All terms and provisions of the Policy shall be interpreted in a manner consistent with that design. The Death Benefit in force at any time shall not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code in existence at the time the policy is issued. We reserve the right to amend the policy or adjust the amount of insurance when required to maintain this tax qualification. We will send you a copy of any policy amendment.

Reports and Illustrations

We will send you at least once each year, a report that shows the current Cash Value and premiums paid since the last report. The report will include any other information that may be currently required by the regulations in the state where this policy is filed.

Upon written request We will send you a hypothetical illustration of future death benefits and Cash Values. This illustration will include the information as required by the laws or regulations where this Policy is delivered. If you request more than one illustration during a Policy Year, We reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in the Policy Schedule.

PREMIUM PAYMENTS

Payment of Premium

The first premium must be paid in advance of the Policy becoming effective. Your first premium is due as of the Policy Date. While the Insured is living, premiums after the first premium must be paid at our Administrative Office. A premium receipt will be furnished upon request. The Policy is not In Force until the first premium is paid, even if you are in possession of the Policy. Premiums for the Policy are shown in the Policy Schedule. No payment is due or payable for any period after the death of the Insured.

Payment can be made at any premium mode we make available. A change in premium mode will be processed on the paid-to-date on or following the date we approve Your request to change the mode.

You may also request to pay premiums with any combination of

- (a) Yearly dividends.
- (b) The cash value of any Paid-Up Additions partially surrendered.
- (c) Withdrawals from Dividends on Deposit.

Grace Period

A Grace Period of 31 days will be allowed for any unpaid premium due after the first premium. The insurance remains In Force during the Grace Period. If the Insured dies during the Grace Period, any unpaid premium required for the policy month will be deducted from the proceeds payable under the Policy.

Automatic Premium Loan

The Automatic Premium Loan option may be selected in the application or in a written notice filed at our Administrative Office. You may cancel this Automatic Premium Loan option at any time by asking in writing. Your request to cancel will apply as of the date we receive it.

If selected, when a premium due, including any premiums due under all riders, is not paid by the end of its Grace Period, that premium will be paid automatically to the next due date by using any available Loan Value of the Policy. The Automatic Premium Loan will be effective on the last day of the Grace Period for that premium. If the Loan Value is not large enough to pay a full premium at the mode selected, we may process a Policy Loan to pay a different premium mode available where the Loan Value is large enough. The Policy will enter the Grace Period if the Loan Value is not large enough to pay any premium due and if the premium due is not paid in any other manner.

Lapse

Any premium that is not paid by its due date is overdue. If it remains unpaid at the end of its Grace Period and is not paid automatically under the Automatic Premium Loan option, the Policy will lapse as of the due date of the overdue premium. Any payments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

Choice of Lapse Options

If the Policy lapses because a premium is not paid and the Policy is not surrendered as described in the Surrender provision, any Net Cash Value will be used to continue the Policy In Force either as Extended Term Insurance or Reduced Paid-Up Insurance as stated below. Any riders will terminate unless otherwise stated in the rider. Any Dividends on Deposit and Paid-Up Additions will terminate. Any existing Policy Loan Balance is repaid before determining the amount of any Lapse Option.

You can make or change your choice of Lapse Option at any time in writing to Us, but not later than 90 days after the due date of the overdue premium. If you do not choose, Extended Term Insurance, if available, will be the default option. Otherwise, Reduced Paid-Up Insurance will be the default option. Extended Term Insurance is available only if it is shown in the Table of Guaranteed Values in the Policy Schedule.

Extended Term Insurance Option

Extended Term Insurance is a death benefit for a limited term period. No further premiums are due under this option. Extended Term Insurance has a decreasing cash value and no loan value. It does not share in dividends. The death benefit is payable only if the Insured dies during the term period. At the end of the term, the Policy will no longer be In Force. The Extended Term death benefit will equal the Face Amount of the Policy plus any Paid-Up Additions and amount of Dividends on Deposit less any Policy Loan Balance as of the due date of the unpaid premium. The length of the term period will be based upon the amount that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. The amount purchased assumes a Net Single Premium as described in the Basis of Values provision. The term period starts on the due date of the unpaid premium. If the Net Cash Value exceeds the amount needed to purchase a term death benefit to the Maturity Date, the Reduced Paid-Up Option will be used instead. The Table of Guaranteed Values shows the length of the term that the Guaranteed Cash Value would provide with a Death Benefit equal to the Face Amount.

Reduced Paid-Up Insurance Option

Reduced Paid-Up Insurance is a death benefit provided to the Maturity Date. No further premiums are due. Reduced Paid-Up Insurance has an increasing cash value, loan values, and shares in dividends. The amount of Reduced Paid-Up Insurance is payable at the death of the Insured. The amount of Reduced Paid-Up Insurance will be based upon the amount of insurance to the Maturity Date that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. Any existing Policy Loan Balance is repaid upon election of the Reduced Paid-Up Insurance Option. If the amount that could be purchased exceeds the Extended Term Insurance death benefit, a portion of the Net Cash Value will be paid in cash, such that the total Reduced Paid-Up death benefit plus the amount paid in cash equals the Extended Term Insurance Option death benefit. The amount purchased is based upon a Net Single Premium as described in the Basis of Values provision. The Table of Guaranteed Values shows the amount of Reduced Paid-Up Insurance which the Guaranteed Cash Value would provide.

Reinstatement

This Policy and any Riders attached may be reinstated, while the Insured is alive, at any time within three years after the date of Lapse. However, the Policy cannot be reinstated on or after the Maturity Date, or if the Policy has been surrendered, or if benefits have expired.

Reinstatement will be subject to evidence of insurability satisfactory to Us. All overdue premiums must be paid with interest from their due dates to the Reinstatement date. Interest will be at the Reinstatement Interest Rate shown in the Policy Schedule, compounded annually to the Reinstatement date.

PAYMENT OF PROCEEDS

Death Benefit

A Death Benefit is payable upon Our receipt of due proof of the Insured's death at our Administrative Office while this Policy is In Force. Death Benefits are payable in one lump sum. We may, at Our option, offer optional settlement options to the Beneficiary, that provide alternatives to a one lump sum payment.

Death Benefit Calculation

The Death Benefit is the total of:

- (a) The Face Amount of insurance (as shown in the Policy Schedule); plus
- (b) Any insurance on the Insured's life which may be provided by riders to this Policy; plus
- (c) Any Paid-Up Additions; plus
- (d) Any Dividends on Deposit; plus
- (e) Any dividend which we may credit at death; plus
- (f) Any part of a premium paid for coverage beyond the policy month in which the Insured dies; less
- (g) Any premium due and unpaid for coverage thru the policy month in which the Insured dies; less
- (h) Any Policy Loan Balance on the date of death.

Interest on Death Benefit

The interest rate credited on the Death Benefit from the Insured's date of death until the payment date will not be less than required by the regulations in the state where this policy is filed. The interest rate will at least equal the rate or rates of interest declared by the Company for funds left on deposit. If no such rates have been declared, the rate will at least equal the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. The interest rates used will be the ones in effect on the date of death of the insured. If the Death Benefit has not been paid 31 days after the later of the following events, additional interest equal to 10% annually will be credited starting at the end of the 31 days:

- (a) The date that due proof of death is received by Us;
- (b) The date We receive any other due proof needed to prove that the claim is payable under the Policy and that the named Beneficiary is legally entitled to the proceeds;
- (c) The date that any legal impediments to the payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators; and (iii) the submission of information required to satisfy state and federal reporting requirements.

POLICY LOANS

Loan Value

Unless the Policy is In Force as Extended Term Insurance, You may borrow the Loan Value by making a request in writing. You also may request that the Policy Loans be charged automatically to pay premiums under the Automatic Premium Loan provision.

The Loan Value on the date the loan is made equals:

- (a) The Net Cash Value at the next Policy Anniversary; less
- (b) Loan Interest on the loan to the next Policy Anniversary; less
- (c) Any unpaid premiums for that Policy Year.

The Policy will be the sole security for such Loan. After receipt of Your loan request, we have the right to defer making a loan for up to six months, except for a loan to pay premiums to Us.

Loan Interest

Loan Interest is charged in advance to the next policy anniversary on new Policy Loans and is deducted from the loan amount paid to you. Loan Interest is charged annually in advance on each policy anniversary. Interest not paid when due is added to the Policy Loan Balance.

If the Policy is reinstated after a Lapse, any Policy Loan Balance in effect at the time of Lapse will be reinstated including Loan Interest from the Lapse date to the Reinstatement Date.

Loan Interest Rate

The Loan Interest Rate is an adjustable rate. We determine the rate each calendar year, effective on the January 1st following the date We determine it. The new Loan Interest Rate will apply to each Policy for new and existing loans during the policy year that starts on the policy anniversary during that same calendar year.

The annual maximum interest rate is the greater of:

- (a) The Moody's Corporate Bond Yield Average - Monthly Average Corporates as published by Moody's Investors Service, Inc. for the month of October prior to the January 1st that the Loan Interest Rate goes into effect, or
- (b) The interest rate used to determine guaranteed Cash Values under this Policy for the Policy Year plus 1.00%. This minimum interest rate is shown in the Policy Schedule

If the Moody's Corporate Bond Yield Average - Monthly Average Corporates is no longer published, a substantially similar method to determine the maximum interest rate will be established by regulation and will be used in its place.

The Loan Interest Rate will not be increased unless the maximum interest rate is greater than or equal to 0.50% (or 50 basis points) higher than the Loan Interest Rate from the previous calendar year. The Loan Interest Rate will be decreased to the maximum interest rate or lower, if the Loan Interest Rate from the previous calendar year is greater than or equal to 0.50% (or 50 basis points) higher than the maximum interest rate.

We will:

- (a) Notify You of the initial Loan Interest Rate at the time a Policy Loan is made; and
- (b) Give You advance notice of any change in the Loan Interest rate, if You have a Policy Loan Balance.

Loan Repayment

Any payment We receive will be applied as a premium payment unless it is clearly marked as a Loan or Loan Interest repayment. The minimum Loan Repayment is shown in the Policy Schedule unless you are paying the entire Policy Loan Balance. You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is In Force.

Lapse Due To Loans

The Policy will enter a Grace Period if the Policy Loan Balance exceeds the Cash Value. Notice of Lapse will be mailed to the Owner and any assignee of record. The Policy will Lapse 30 days after the date the notice is mailed if the Policy Loan Balance still exceeds the Cash Value. Any Loan Repayments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

POLICY VALUES

Cash Value

The Table of Guaranteed Values shows the Guaranteed Cash Value at the end of various Policy Years. The Cash Values shown assume: that all premiums due have been paid; that no dividends or Paid-Up Additions have been credited to the Policy; that no changes have been made to the Policy; and that there is no Policy Loan Balance. The Cash Value of the Policy is not increased by the Cash Value of any rider, unless otherwise stated in the rider.

The Cash Value of any Reduced Paid-Up Insurance, including Paid-Up Additions, or any Extended Term Insurance is equal to the Net Single Premium as described in the Basis of Values provision for the amount of insurance at the Attained Age of the Insured on the date the Policy is surrendered.

For 31 days after each policy anniversary, the Cash Value will not be less than it was on the anniversary.

Net Cash Value

The Net Cash Value is equal to:

- (a) The Cash Value of the Policy; plus
- (b) The Cash Value of any Paid-Up Additions purchased by policy Dividends; plus
- (c) Any Dividends on Deposit; plus
- (d) The Cash Value of any rider attached to the Policy; less
- (e) Any Policy Loan Balance.

Surrender

You may surrender the Policy for its Net Cash Value during the lifetime of the Insured. We will determine the Net Cash Value as of the date we receive your request in writing. The Net Cash Value will be paid to you in one lump sum unless otherwise agreed to between You and Us. Unless otherwise stated in any rider, any part of a premium paid for coverage beyond the policy month in which you surrender the Policy will be refunded to you. The Policy will terminate on the date of surrender.

If you surrender the Policy within 31 days after the policy anniversary date, the Net Cash Value of the Policy will not be less than the Net Cash Value on that anniversary date, adjusted for any Loans or any Cash Value paid to you during the 31 day period.

We may defer payment of the Net Cash Value for up to six months. If we defer payment for 30 days or more, we will pay interest at a rate at least equal to the minimum required by law.

Cash values and net single premiums are based on the mortality table and the Nonforfeiture Interest Rate(s) shown on the Table of Guaranteed Values in the Policy Schedule.

Basis of Values

Any Cash Values and Paid-Up 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. A detailed statement of the method of computation of the values and benefits has been filed with the insurance supervisory official in the state where the policy is delivered.

All nonforfeiture values and Net Single Premiums for this Policy are based on the mortality table and interest rate(s) shown in the Policy Schedule. Nonforfeiture values and Net Single Premiums between policy anniversaries are interpolated based upon the values on policy anniversaries with allowance for partial premiums paid.

Dividends

While this Policy is In Force, except as Extended Term Insurance, it will be eligible to receive dividends. The amount will be set each year by Our Board of Directors. Dividends, if any, will be paid on the Anniversary Date.

You can elect one of these options:

- (a) Cash: Take the dividend payable in cash; or
- (b) Paid-Up Additions: Use the dividend to buy paid up additions. Paid-up Additions are additional amounts of death benefit to the Maturity Date. The Net Single Premium used to buy Paid-Up Additions and determine the Cash Value of any Paid-Up Additions purchased are described in the Basis of Values provision; or
- (c) Dividends On Deposit: Leave the dividend on deposit with Us to earn interest at a rate not less than the rate shown in the Policy Schedule; or
- (d) Reduced Premiums: Use the dividend to pay all or part of premiums due; or
- (e) Repay Loans: Use the dividend to repay Policy Loans and Loan Interest; or
- (f) Other Options: Any other options which may be offered by riders attached to the Policy.

You may choose one of the options at the time of the application. If none is chosen, Option (b) will be automatic. An option may be changed upon request in writing.

Withdrawals and Dividends used to Pay Premiums Due

All or a portion of Dividends on Deposit may be withdrawn at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The amount withdrawn will be paid to You in cash or may be used to pay all or part of premiums due. The Dividends on Deposit will be reduced by the amount withdrawn or used to pay premiums due.

All or a portion of Paid-Up Additions may be surrendered at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The Cash Value of the Paid-Up Additions surrendered will be paid to You in cash or may be used to pay all or part of premiums due. The amount of Paid-Up Additions will be reduced by the Paid-Up Additions surrendered or used to pay premiums due.

ANNUAL MEETING OF POLICY OWNERS

The meeting of Policy Owners is held annually at the Company's Home Office in Rome, Georgia. The meeting is held on the second Monday in February at 10:00 a.m.



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

Level guaranteed premiums payable for number of years shown in Policy Schedule
This is a participating Policy.

This Policy is a legal contract between the Owner and State Mutual Insurance Company.

STATE MUTUAL INSURANCE COMPANY issues this Policy in consideration of your application and the payment of premiums. A copy of the application forms a part of this Policy. The Policy is based on answers in the application. The benefits and provisions on the following pages are a part of this Policy. Our Company and the Policy Owner are bound by the terms and provisions of the Policy.

Subject to the terms of this Policy, if the Insured dies while the Policy is In Force, we will pay the death benefit proceeds to the Beneficiary upon due proof of the Insured's death while the Policy was In Force. The terms of this Policy are contained on this and the following pages.

PLEASE READ THIS POLICY CAREFULLY

Signed for the Company at its Home Office in Rome, Georgia, as of the Policy Date.

[

Secretary

President
]

RIGHT TO EXAMINE POLICY

This Policy may be cancelled by the Policy Owner by returning it to State Mutual Insurance Company or to an agent of the Company within 31 days after the delivery date. If returned, this Policy will be void from the start and we will refund all premiums paid.

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
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POLICY SCHEDULE

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 65]	Maturity Date: [September 1, 2098]

Summary of Premiums and Benefits:

Benefit ⁽¹⁾	Premium Class	Annual Premium	Years Payable	Issue Date	Maturity/ Expiry Date	Maturity/ Expiry Year
[\$100,000 Whole Life Paid Up at Age 65]	[Preferred Non-Nicotine]	[\$1,159.00 ⁽²⁾]	[30]	[9/15/2012]	[9/1/2098]	[86]
[Waiver of Premium Disability Rider ⁽³⁾]	[Standard]	[\$56.50]	[30]	[9/15/2012]	[9/1/2042]	[30]
[\$100,000 Accidental Death Benefit Rider]	[Standard]	[\$90.00]	[30]	[9/15/2012]	[9/1/2042]	[30]
[\$50,000 Guaranteed Insurability Option Rider ⁽³⁾]	[Standard]	[\$82.00]	[5]	[9/15/2012]	[9/1/2017]	[5]
[\$5,000 Dependent Children Rider]	[Standard]	[\$32.50]	[30]	[9/15/2012]	[9/1/2042]	[30]
[Terminal Illness Accelerated Benefit Rider]	n/a	n/a	n/a	[9/15/2012]	[9/1/2098]	[86]

Total Initial Annual Premium Due on Policy Date: [\$1,420.00^(*)]

⁽¹⁾ See attached Policy and Riders for details of benefits.

⁽²⁾ Includes a [\$50.00] annual Policy Fee.

⁽³⁾ See attached Rider Schedule for benefit and premium details.

^(*) You have selected a payment mode of [monthly bank draft]. [Monthly bank draft premiums equal your annual premium multiplied by a guaranteed modal factor of .087 resulting in a total initial monthly premium of \$123.54. Premium modes other than annual will result in an overall greater premium.] Changes to your current payment mode must be requested in writing to Us. Premiums are due and payable on each due date or You risk lapse and termination of benefits.

Annual Interest Rates:

Reinstatement Interest Rate: [6.00%]

Minimum Variable Policy Loan Interest Rate: [6.00%]

Minimum Interest Rate for Dividends on Deposit: [2.00%]

Other Factors:

Minimum Loan Repayment: [\$ 25.00]

In Force Requested Illustration Fee: No charge for first illustration in any policy year
[\$25.00 for subsequent illustrations in any policy year]

Maximum Fee for Terminal Illness Accelerated Benefit Rider: [\$150.00]

POLICY SCHEDULE

TABLE OF GUARANTEED VALUES

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up at Age 65]	Maturity Date: [September 1, 2098]

End of Policy Year	Attained Age	Annual Premium (includes riders)	Cash Value	Reduced Paid-Up Insurance	Extended Term Insurance	
					Years	Days
[1	36	\$ 1,420.00	\$ 0.00	\$ 0	0	0
2	37	1,420.00	0.00	0	0	0
3	38	1,420.00	700.00	4,300	5	96
4	39	1,420.00	1,700.00	10,000	10	212
5	40	1,420.00	2,800.00	15,700	14	355
6	41	1,334.00	3,900.00	20,900	17	309
7	42	1,334.00	5,000.00	25,700	19	341
8	43	1,334.00	6,200.00	30,600	21	217
9	44	1,334.00	7,400.00	35,000	22	294
10	45	1,334.00	8,700.00	39,500	23	334
11	46	1,334.00	10,500.00	45,800	25	216
12	47	1,334.00	12,300.00	51,500	26	316
13	48	1,334.00	14,300.00	57,500	28	40
14	49	1,334.00	16,300.00	63,000	29	30
15	50	1,334.00	18,500.00	68,700	30	23
16	51	1,334.00	20,700.00	73,800	30	313
17	52	1,334.00	23,000.00	78,900	31	238
18	53	1,334.00	25,400.00	83,700	32	188
19	54	1,334.00	27,900.00	88,500	33	196
20	55	1,334.00	30,500.00	93,100	34	345
25	60	1,334.00	38,100.00	96,800	33	46
30	65	1,334.00	46,600.00	100,000	56	0
35	70	0.00	54,300.00	100,000	51	0]

The above values are determined according to the Policy Values Section. Cash and paid up values are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [5.00%] nonforfeiture interest rate. We will furnish any values not shown above upon request. The method of computation of Policy Values has been filed with the insurance supervisory official in the state where this policy is delivered. None of the above figures include Policy Loans.

Dividends, which are not guaranteed, are not reflected in the above values. Cash values and paid-up additions purchased by dividends are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate.

WAIVER OF PREMIUM DIS ABILITY RIDER SCHEDULE

Rider Insured: [John Middle Doe]

Policy Number: [123456789]

Gender and Issue Age: [Male 35]

Rider Issue Date: [September 15, 2012]

Rider Premium Class: [Standard]

Rider Expiry Date: [September 1, 2042]

Waiver Benefit: Waives premium due while Rider is In Force if Insured is totally disabled. See Rider for details.

Rider Annual Premiums for:	Base Policy:	[\$50.00 payable for 30 years]
	[Guaranteed Insurability Rider:	\$ 4.00 payable for 5 years]
	[Dependent Children Rider:	\$ 2.50 payable for 30 years]
	Total Initial Rider Premium:	[\$56.50]

GUARANTEED INSURABILITY OPTION RIDER SCHEDULE

Rider Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Rider Issue Date: [September 15, 2012]
Rider Premium Class: [Standard]	Rider Expiry Date: [September 1, 2017]
Option Amount: [\$50,000]	
Rider Annual Premium: [\$82.00 payable for 5 years]	

Option Date	Beginning of Policy Year	Attained Age
Regular Option Dates:		
[September 1, 2015]	[4]	[38]
[September 1, 2017]	[6]	[40]
Special Options Start Date:		
[September 1, 2012]	[1]	[35]

DEFINITIONS

We, Us, Our and Company refers to State Mutual Insurance Company.

You or Your refers to the Owner of this Policy.

Policy Owner or Owner refers to the person who owns this Policy as shown in Our records. The Policy Owner may be someone other than the Insured.

Insured refers to the person named as Insured in the Policy Schedule whose life is insured by this Policy.

Beneficiary refers to the person, persons or entity named in writing by You to receive the death benefit of this Policy.

Irrevocable Beneficiary refers to a Beneficiary who may be changed only with the consent of such Irrevocable Beneficiary. The consent of the Irrevocable Beneficiary will also be required for any Assignment, Surrender, Policy Loan, choice or change of a settlement option, or other changes to this Policy.

Policy Date is the date from which policy anniversaries, policy years, policy months, and premium due dates are determined. The Policy Date is shown in the Policy Schedule.

Issue Date refers to the date from which the contestable and suicide periods of the coverage are measured. The Issue Date is shown in the Policy Schedule.

Policy Year refers to the period from the Policy Date to the first policy anniversary, or from one policy anniversary to the next. A Policy Year does not include the policy anniversary at the end of the Policy Year.

Maturity Date is the latest date this Policy can end. The Maturity Date is shown in the Policy Schedule. The Maturity Date may be extended as provided in the Extension of Maturity Date provision.

Face Amount is the amount of insurance on which premiums and Death Benefits are determined. The Face Amount is shown in the Policy Schedule.

Lapse means the Policy is not In Force because a premium was not paid when due or because the Loan Balance exceeds the Cash Value.

Issue Age means the age last birthday of the Insured on the Policy Date as shown in the Policy Schedule.

Attained Age means the age last birthday of the Insured on the most recent Policy Anniversary.

Cash Value is the amount used to determine Policy Loan values, Lapse Options, and Net Cash Values.

Net Cash Value refers to the amount you receive at surrender of the policy as explained in the Cash Value provision.

Policy Loan is an amount You borrow from Your Policy. Policy Loans are explained in the Policy Loan section.

Policy Loan Balance refers to the sum of Policy Loan amounts you have borrowed from Your Policy, increased by any unpaid Loan Interest and reduced by any Loan Repayments.

In Force means that all required premiums are paid to date, and that the Policy has not lapsed.

GENERAL PROVISIONS

Entire Contract

This Policy is a legal contract between You and Us. We entered into this contract in consideration of a complete application and the payment of the first premium. The entire contract consists of this Policy and any attached riders, endorsements, amendments, schedules, and the attached application as well as any supplemental applications. Any change of the Policy must be in writing, endorsed on this Policy, and signed by an Executive Officer of the Company.

Policy Owner

The Owner of this Policy is the person shown in the Policy Schedule unless otherwise changed as provided in the Policy. During the Insured's lifetime, the Owner has the power to exercise all Policy rights and receive Policy values, subject to any Assignment on file with Us. Ownership rights may be exercised without consent of the Insured, a Contingent Owner, or a revocable beneficiary. The Death Benefit, however, is paid to the Beneficiary and not the Owner unless the Owner is the Beneficiary.

Contingent Owner

If the Owner is not the Insured, the Owner may name a contingent owner who will become the new owner upon the Owner's death. Naming a Contingent Owner will be effective upon receipt at the Administrative Office of a written request satisfactory to Us, including any required information about the Contingent Owner.

Insured Minor

Insured minors may not be named as Owners. A minor may be named Owner upon reaching age of majority subject to the Change of Policy Owner provision.

Change of Policy Owner, Contingent Owner or Beneficiary

During the Insured's lifetime, You have the right to transfer the ownership or change the Beneficiary, other than Irrevocable Beneficiaries, by giving written notice satisfactory to Us. Unless otherwise specified by You, any change is effective when the notice is signed by You, but will not affect any payment made or any other action taken by Us before We receive the notice.

If the Policy Owner dies before the Insured, and no Contingent Owner has been named, all rights to the Policy pass to the Policy Owner's Estate.

Beneficiary

The Beneficiary is named in the application or in the most recent beneficiary change recorded by the Company. The interest of any Beneficiary or Irrevocable Beneficiary ceases when the Beneficiary dies before the Insured. If any Beneficiary dies at the same time as the Insured, or within 15 days after, We will pay as if the Beneficiary died first. Unless otherwise stated, two or more Beneficiaries in the same class share equally, and the interest of any deceased Beneficiary passes equally to the surviving Beneficiaries within the class. If no Beneficiary survives the Insured, the Death Benefit is paid to the Owner, if living, otherwise to the Owner's estate.

Assignment

You may assign this Policy. A written notice of Assignment must be filed in Our Administrative Office. Unless otherwise specified by You, any Assignment is effective on the date the notice is signed by You. The Company is not responsible for the validity or effect of the Assignment. We will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the notice. The rights of an Assignment will at all times be subject to any Policy Loan Balance.

Incontestability

Except for failure to pay premiums, We will not contest the validity of this Policy or any attached riders after they have been In Force during the lifetime of the Insured for two years from the Issue Date of the Policy or Issue Date of any attached riders, or after they have been In Force for two years during the lifetime of the Insured from the last Reinstatement Date, if any. All statements made by or for the Insured in any application are, in the absence of fraud, considered to be representations and not warranties. We can contest the validity of this Policy for any material misrepresentation of a fact made in any application which is attached to and made part of the Policy subject to the Incontestability provision. Contestability of reinstatement shall be based solely on material statements made in the application for reinstatement.

Suicide Exclusion

If the Insured covered under the Policy commits suicide, while sane or insane, within two years from the Issue Date of the Policy and while this Policy is In Force, We will pay the amount of premiums paid for the Policy less any outstanding Policy Loan Balance.

If any Insured covered under any riders attached to this Policy, commits suicide, while sane or insane, within two years of the Issue Date of the rider and while the rider is In Force, We will pay the amount of premiums paid for the rider.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the Death Benefit or other amounts payable will be the amount which the premiums paid would have purchased at the correct age and sex. If the correct age is outside the range of issue ages for this Policy, the premiums and benefits for the correct age will be extrapolated.

Maturity Benefit

On the Maturity Date shown in the Policy Schedule, the proceeds will be the Death Benefit as described in the Death Benefit Calculation provision. Upon payment of the Maturity Benefit, the Policy terminates and no other payments are payable under this Policy.

Extension of Maturity Date

If the Policy is In Force on the Maturity Date, the Policy may be continued beyond the Maturity Date shown in the Policy Schedule. All riders attached to the Policy, if any, will terminate on the Maturity Date shown in the Policy Schedule.

After the Maturity Date shown in the Policy Schedule:

- (a) No further premiums will be accepted.
- (b) The Cash Value will increase at the nonforfeiture interest rate shown in the Policy Schedule. No further loads, charges, or deductions will be made from the Cash Value, except that loan interest will continue to be charged.
- (c) The Death Benefit will equal the Cash Value.
- (d) Policy Loans and Withdrawals continue to be available per their respective provisions. Any existing Policy Loan Balance will continue. Repayments of any Policy Loan Balance will be accepted.
- (e) The Policy will enter the Grace Period and Lapse if the Net Cash Value is zero or less due to the Policy Loan Balance.

This provision will not be in effect if it is determined that it would cause the Policy not to qualify as life insurance under federal tax law. There may be adverse tax consequences associated with extending coverage beyond the Maturity Date. Consult Your tax advisor for guidance.

Qualification as Life Insurance Under Internal Revenue Code

This Policy is designed to qualify as a life insurance contract under the Internal Revenue Code in order to maintain the most favorable consequences under federal tax law. All terms and provisions of the Policy shall be interpreted in a manner consistent with that design. The Death Benefit in force at any time shall not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code in existence at the time the policy is issued. We reserve the right to amend the policy or adjust the amount of insurance when required to maintain this tax qualification. We will send you a copy of any policy amendment.

Reports and Illustrations

We will send you at least once each year, a report that shows the current Cash Value and premiums paid since the last report. The report will include any other information that may be currently required by the regulations in the state where this policy is filed.

Upon written request We will send you a hypothetical illustration of future death benefits and Cash Values. This illustration will include the information as required by the laws or regulations where this Policy is delivered. If you request more than one illustration during a Policy Year, We reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in the Policy Schedule.

PREMIUM PAYMENTS

Payment of Premium

The first premium must be paid in advance of the Policy becoming effective. Your first premium is due as of the Policy Date. While the Insured is living, premiums after the first premium must be paid at our Administrative Office. A premium receipt will be furnished upon request. The Policy is not In Force until the first premium is paid, even if you are in possession of the Policy. Premiums for the Policy are shown in the Policy Schedule. No payment is due or payable for any period after the death of the Insured.

Payment can be made at any premium mode we make available. A change in premium mode will be processed on the paid-to-date on or following the date we approve Your request to change the mode.

You may also request to pay premiums with any combination of

- (a) Yearly dividends.
- (b) The cash value of any Paid-Up Additions partially surrendered.
- (c) Withdrawals from Dividends on Deposit.

Grace Period

A Grace Period of 31 days will be allowed for any unpaid premium due after the first premium. The insurance remains In Force during the Grace Period. If the Insured dies during the Grace Period, any unpaid premium required for the policy month will be deducted from the proceeds payable under the Policy.

Automatic Premium Loan

The Automatic Premium Loan option may be selected in the application or in a written notice filed at our Administrative Office. You may cancel this Automatic Premium Loan option at any time by asking in writing. Your request to cancel will apply as of the date we receive it.

If selected, when a premium due, including any premiums due under all riders, is not paid by the end of its Grace Period, that premium will be paid automatically to the next due date by using any available Loan Value of the Policy. The Automatic Premium Loan will be effective on the last day of the Grace Period for that premium. If the Loan Value is not large enough to pay a full premium at the mode selected, we may process a Policy Loan to pay a different premium mode available where the Loan Value is large enough. The Policy will enter the Grace Period if the Loan Value is not large enough to pay any premium due and if the premium due is not paid in any other manner.

Lapse

Any premium that is not paid by its due date is overdue. If it remains unpaid at the end of its Grace Period and is not paid automatically under the Automatic Premium Loan option, the Policy will lapse as of the due date of the overdue premium. Any payments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

Choice of Lapse Options

If the Policy lapses because a premium is not paid and the Policy is not surrendered as described in the Surrender provision, any Net Cash Value will be used to continue the Policy In Force either as Extended Term Insurance or Reduced Paid-Up Insurance as stated below. Any riders will terminate unless otherwise stated in the rider. Any Dividends on Deposit and Paid-Up Additions will terminate. Any existing Policy Loan Balance is repaid before determining the amount of any Lapse Option.

You can make or change your choice of Lapse Option at any time in writing to Us, but not later than 90 days after the due date of the overdue premium. If you do not choose, Extended Term Insurance, if available, will be the default option. Otherwise, Reduced Paid-Up Insurance will be the default option. Extended Term Insurance is available only if it is shown in the Table of Guaranteed Values in the Policy Schedule.

Extended Term Insurance Option

Extended Term Insurance is a death benefit for a limited term period. No further premiums are due under this option. Extended Term Insurance has a decreasing cash value and no loan value. It does not share in dividends. The death benefit is payable only if the Insured dies during the term period. At the end of the term, the Policy will no longer be In Force. The Extended Term death benefit will equal the Face Amount of the Policy plus any Paid-Up Additions and amount of Dividends on Deposit less any Policy Loan Balance as of the due date of the unpaid premium. The length of the term period will be based upon the amount that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. The amount purchased assumes a Net Single Premium as described in the Basis of Values provision. The term period starts on the due date of the unpaid premium. If the Net Cash Value exceeds the amount needed to purchase a term death benefit to the Maturity Date, the Reduced Paid-Up Option will be used instead. The Table of Guaranteed Values shows the length of the term that the Guaranteed Cash Value would provide with a Death Benefit equal to the Face Amount.

Reduced Paid-Up Insurance Option

Reduced Paid-Up Insurance is a death benefit provided to the Maturity Date. No further premiums are due. Reduced Paid-Up Insurance has an increasing cash value, loan values, and shares in dividends. The amount of Reduced Paid-Up Insurance is payable at the death of the Insured. The amount of Reduced Paid-Up Insurance will be based upon the amount of insurance to the Maturity Date that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. Any existing Policy Loan Balance is repaid upon election of the Reduced Paid-Up Insurance Option. If the amount that could be purchased exceeds the Extended Term Insurance death benefit, a portion of the Net Cash Value will be paid in cash, such that the total Reduced Paid-Up death benefit plus the amount paid in cash equals the Extended Term Insurance Option death benefit. The amount purchased is based upon a Net Single Premium as described in the Basis of Values provision. The Table of Guaranteed Values shows the amount of Reduced Paid-Up Insurance which the Guaranteed Cash Value would provide.

Reinstatement

This Policy and any Riders attached may be reinstated, while the Insured is alive, at any time within three years after the date of Lapse. However, the Policy cannot be reinstated on or after the Maturity Date, or if the Policy has been surrendered, or if benefits have expired.

Reinstatement will be subject to evidence of insurability satisfactory to Us. All overdue premiums must be paid with interest from their due dates to the Reinstatement date. Interest will be at the Reinstatement Interest Rate shown in the Policy Schedule, compounded annually to the Reinstatement date.

PAYMENT OF PROCEEDS

Death Benefit

A Death Benefit is payable upon Our receipt of due proof of the Insured's death at our Administrative Office while this Policy is In Force. Death Benefits are payable in one lump sum. We may, at Our option, offer optional settlement options to the Beneficiary, that provide alternatives to a one lump sum payment.

Death Benefit Calculation

The Death Benefit is the total of:

- (a) The Face Amount of insurance (as shown in the Policy Schedule); plus
- (b) Any insurance on the Insured's life which may be provided by riders to this Policy; plus
- (c) Any Paid-Up Additions; plus
- (d) Any Dividends on Deposit; plus
- (e) Any dividend which we may credit at death; plus
- (f) Any part of a premium paid for coverage beyond the policy month in which the Insured dies; less
- (g) Any premium due and unpaid for coverage thru the policy month in which the Insured dies; less
- (h) Any Policy Loan Balance on the date of death.

Interest on Death Benefit

The interest rate credited on the Death Benefit from the Insured's date of death until the payment date will not be less than required by the regulations in the state where this policy is filed. The interest rate will at least equal the rate or rates of interest declared by the Company for funds left on deposit. If no such rates have been declared, the rate will at least equal the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. The interest rates used will be the ones in effect on the date of death of the insured. If the Death Benefit has not been paid 31 days after the later of the following events, additional interest equal to 10% annually will be credited starting at the end of the 31 days:

- (a) The date that due proof of death is received by Us;
- (b) The date We receive any other due proof needed to prove that the claim is payable under the Policy and that the named Beneficiary is legally entitled to the proceeds;
- (c) The date that any legal impediments to the payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators; and (iii) the submission of information required to satisfy state and federal reporting requirements.

POLICY LOANS

Loan Value

Unless the Policy is In Force as Extended Term Insurance, You may borrow the Loan Value by making a request in writing. You also may request that the Policy Loans be charged automatically to pay premiums under the Automatic Premium Loan provision.

The Loan Value on the date the loan is made equals:

- (a) The Net Cash Value at the next Policy Anniversary; less
- (b) Loan Interest on the loan to the next Policy Anniversary; less
- (c) Any unpaid premiums for that Policy Year.

The Policy will be the sole security for such Loan. After receipt of Your loan request, we have the right to defer making a loan for up to six months, except for a loan to pay premiums to Us.

Loan Interest

Loan Interest is charged in advance to the next policy anniversary on new Policy Loans and is deducted from the loan amount paid to you. Loan Interest is charged annually in advance on each policy anniversary. Interest not paid when due is added to the Policy Loan Balance.

If the Policy is reinstated after a Lapse, any Policy Loan Balance in effect at the time of Lapse will be reinstated including Loan Interest from the Lapse date to the Reinstatement Date.

Loan Interest Rate

The Loan Interest Rate is an adjustable rate. We determine the rate each calendar year, effective on the January 1st following the date We determine it. The new Loan Interest Rate will apply to each Policy for new and existing loans during the policy year that starts on the policy anniversary during that same calendar year.

The annual maximum interest rate is the greater of:

- (a) The Moody's Corporate Bond Yield Average - Monthly Average Corporates as published by Moody's Investors Service, Inc. for the month of October prior to the January 1st that the Loan Interest Rate goes into effect, or
- (b) The interest rate used to determine guaranteed Cash Values under this Policy for the Policy Year plus 1.00%. This minimum interest rate is shown in the Policy Schedule

If the Moody's Corporate Bond Yield Average - Monthly Average Corporates is no longer published, a substantially similar method to determine the maximum interest rate will be established by regulation and will be used in its place.

The Loan Interest Rate will not be increased unless the maximum interest rate is greater than or equal to 0.50% (or 50 basis points) higher than the Loan Interest Rate from the previous calendar year. The Loan Interest Rate will be decreased to the maximum interest rate or lower, if the Loan Interest Rate from the previous calendar year is greater than or equal to 0.50% (or 50 basis points) higher than the maximum interest rate.

We will:

- (a) Notify You of the initial Loan Interest Rate at the time a Policy Loan is made; and
- (b) Give You advance notice of any change in the Loan Interest rate, if You have a Policy Loan Balance.

Loan Repayment

Any payment We receive will be applied as a premium payment unless it is clearly marked as a Loan or Loan Interest repayment. The minimum Loan Repayment is shown in the Policy Schedule unless you are paying the entire Policy Loan Balance. You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is In Force.

Lapse Due To Loans

The Policy will enter a Grace Period if the Policy Loan Balance exceeds the Cash Value. Notice of Lapse will be mailed to the Owner and any assignee of record. The Policy will Lapse 30 days after the date the notice is mailed if the Policy Loan Balance still exceeds the Cash Value. Any Loan Repayments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

POLICY VALUES

Cash Value

The Table of Guaranteed Values shows the Guaranteed Cash Value at the end of various Policy Years. The Cash Values shown assume: that all premiums due have been paid; that no dividends or Paid-Up Additions have been credited to the Policy; that no changes have been made to the Policy; and that there is no Policy Loan Balance. The Cash Value of the Policy is not increased by the Cash Value of any rider, unless otherwise stated in the rider.

The Cash Value of any Reduced Paid-Up Insurance, including Paid-Up Additions, or any Extended Term Insurance is equal to the Net Single Premium as described in the Basis of Values provision for the amount of insurance at the Attained Age of the Insured on the date the Policy is surrendered.

For 31 days after each policy anniversary, the Cash Value will not be less than it was on the anniversary.

Net Cash Value

The Net Cash Value is equal to:

- (a) The Cash Value of the Policy; plus
- (b) The Cash Value of any Paid-Up Additions purchased by policy Dividends; plus
- (c) Any Dividends on Deposit; plus
- (d) The Cash Value of any rider attached to the Policy; less
- (e) Any Policy Loan Balance.

Surrender

You may surrender the Policy for its Net Cash Value during the lifetime of the Insured. We will determine the Net Cash Value as of the date we receive your request in writing. The Net Cash Value will be paid to you in one lump sum unless otherwise agreed to between You and Us. Unless otherwise stated in any rider, any part of a premium paid for coverage beyond the policy month in which you surrender the Policy will be refunded to you. The Policy will terminate on the date of surrender.

If you surrender the Policy within 31 days after the policy anniversary date, the Net Cash Value of the Policy will not be less than the Net Cash Value on that anniversary date, adjusted for any Loans or any Cash Value paid to you during the 31 day period.

We may defer payment of the Net Cash Value for up to six months. If we defer payment for 30 days or more, we will pay interest at a rate at least equal to the minimum required by law.

Cash values and net single premiums are based on the mortality table and the Nonforfeiture Interest Rate(s) shown on the Table of Guaranteed Values in the Policy Schedule.

Basis of Values

Any Cash Values and Paid-Up 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. A detailed statement of the method of computation of the values and benefits has been filed with the insurance supervisory official in the state where the policy is delivered.

All nonforfeiture values and Net Single Premiums for this Policy are based on the mortality table and interest rate(s) shown in the Policy Schedule. Nonforfeiture values and Net Single Premiums between policy anniversaries are interpolated based upon the values on policy anniversaries with allowance for partial premiums paid.

Dividends

While this Policy is In Force, except as Extended Term Insurance, it will be eligible to receive dividends. The amount will be set each year by Our Board of Directors. Dividends, if any, will be paid on the Anniversary Date.

You can elect one of these options:

- (a) Cash: Take the dividend payable in cash; or
- (b) Paid-Up Additions: Use the dividend to buy paid up additions. Paid-up Additions are additional amounts of death benefit to the Maturity Date. The Net Single Premium used to buy Paid-Up Additions and determine the Cash Value of any Paid-Up Additions purchased are described in the Basis of Values provision; or
- (c) Dividends On Deposit: Leave the dividend on deposit with Us to earn interest at a rate not less than the rate shown in the Policy Schedule; or
- (d) Reduced Premiums: Use the dividend to pay all or part of premiums due; or
- (e) Repay Loans: Use the dividend to repay Policy Loans and Loan Interest; or
- (f) Other Options: Any other options which may be offered by riders attached to the Policy.

You may choose one of the options at the time of the application. If none is chosen, Option (b) will be automatic. An option may be changed upon request in writing.

Withdrawals and Dividends used to Pay Premiums Due

All or a portion of Dividends on Deposit may be withdrawn at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The amount withdrawn will be paid to You in cash or may be used to pay all or part of premiums due. The Dividends on Deposit will be reduced by the amount withdrawn or used to pay premiums due.

All or a portion of Paid-Up Additions may be surrendered at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The Cash Value of the Paid-Up Additions surrendered will be paid to You in cash or may be used to pay all or part of premiums due. The amount of Paid-Up Additions will be reduced by the Paid-Up Additions surrendered or used to pay premiums due.

ANNUAL MEETING OF POLICY OWNERS

The meeting of Policy Owners is held annually at the Company's Home Office in Rome, Georgia. The meeting is held on the second Monday in February at 10:00 a.m.



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

Level guaranteed premiums payable for number of years shown in Policy Schedule
This is a participating Policy.

This Policy is a legal contract between the Owner and State Mutual Insurance Company.

STATE MUTUAL INSURANCE COMPANY issues this Policy in consideration of your application and the payment of premiums. A copy of the application forms a part of this Policy. The Policy is based on answers in the application. The benefits and provisions on the following pages are a part of this Policy. Our Company and the Policy Owner are bound by the terms and provisions of the Policy.

Subject to the terms of this Policy, if the Insured dies while the Policy is In Force, we will pay the death benefit proceeds to the Beneficiary upon due proof of the Insured's death while the Policy was In Force. The terms of this Policy are contained on this and the following pages.

PLEASE READ THIS POLICY CAREFULLY

Signed for the Company at its Home Office in Rome, Georgia, as of the Policy Date.

[

Secretary

President
]

RIGHT TO EXAMINE POLICY

This Policy may be cancelled by the Policy Owner by returning it to State Mutual Insurance Company or to an agent of the Company within 31 days after the delivery date. If returned, this Policy will be void from the start and we will refund all premiums paid.

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]

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POLICY SCHEDULE

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up in 20 Years]	Maturity Date: [September 1, 2098]

Summary of Premiums and Benefits:						
Benefit ⁽¹⁾	Premium Class	Annual Premium	Years Payable	Issue Date	Maturity/Expiry Date	Maturity/Expiry Year
[\$100,000 Whole Life Paid Up in 20 Years]	[Preferred Non-Nicotine]	[\$1,890.00 ⁽²⁾]	[20]	[9/15/2012]	[9/1/2098]	[86]
[Waiver of Premium Disability Rider ⁽³⁾]	[Standard]	[\$89.50]	[20]	[9/15/2012]	[9/1/2032]	[20]
[\$100,000 Accidental Death Benefit Rider]	[Standard]	[\$90.00]	[20]	[9/15/2012]	[9/1/2032]	[20]
[\$50,000 Guaranteed Insurability Option Rider ⁽³⁾]	[Standard]	[\$82.00]	[5]	[9/15/2012]	[9/1/2017]	[5]
[\$5,000 Dependent Children Rider]	[Standard]	[\$32.50]	[20]	[9/15/2012]	[9/1/2032]	[20]
[Terminal Illness Accelerated Benefit Rider]	n/a	n/a	n/a	[9/15/2012]	[9/1/2098]	[86]
Total Initial Annual Premium Due on Policy Date:		[\$2,184.00^(*)]				
<p>⁽¹⁾ See attached Policy and Riders for details of benefits.</p> <p>⁽²⁾ Includes a [\$50.00] annual Policy Fee.</p> <p>⁽³⁾ See attached Rider Schedule for benefit and premium details.</p> <p>^(*) You have selected a payment mode of [monthly bank draft]. [Monthly bank draft premiums equal your annual premium multiplied by a guaranteed modal factor of .087 resulting in a total initial monthly premium of \$190.01. Premium modes other than annual will result in an overall greater premium.] Changes to your current payment mode must be requested in writing to Us. Premiums are due and payable on each due date or You risk lapse and termination of benefits.</p>						

Annual Interest Rates:

Reinstatement Interest Rate:	[6.00%]
Minimum Variable Policy Loan Interest Rate:	[5.00%]
Minimum Interest Rate for Dividends on Deposit:	[2.00%]

Other Factors:

Minimum Loan Repayment:	[\$ 25.00]
In Force Requested Illustration Fee:	No charge for first illustration in any policy year [\$25.00 for subsequent illustrations in any policy year]
Maximum Fee for Terminal Illness Accelerated Benefit Rider:	[\$150.00]

POLICY SCHEDULE

TABLE OF GUARANTEED VALUES

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up in 20 Years]	Maturity Date: [September 1, 2098]

End of Policy Year	Attained Age	Annual Premium (includes riders)	Cash Value	Reduced Paid-Up Insurance	Extended Term Insurance	
					Years	Days
[1	36	\$ 2,184.00	\$ -	\$ -	0	0
2	37	2,184.00	300.00	1,400	2	170
3	38	2,184.00	1,900.00	8,400	11	287
4	39	2,184.00	3,600.00	15,400	17	301
5	40	2,184.00	5,300.00	21,900	21	195
6	41	2,098.00	7,100.00	28,300	24	66
7	42	2,098.00	9,000.00	34,600	26	94
8	43	2,098.00	10,900.00	40,500	27	323
9	44	2,098.00	12,900.00	46,300	29	89
10	45	2,098.00	15,000.00	52,100	30	146
11	46	2,098.00	17,100.00	57,400	31	113
12	47	2,098.00	19,300.00	62,600	32	41
13	48	2,098.00	21,600.00	67,800	32	304
14	49	2,098.00	24,000.00	72,900	33	185
15	50	2,098.00	26,400.00	77,600	34	32
16	51	2,098.00	29,000.00	82,500	34	304
17	52	2,098.00	31,600.00	87,000	35	222
18	53	2,098.00	34,300.00	91,400	36	241
19	54	2,098.00	37,200.00	96,000	38	248
20	55	2,098.00	40,100.00	100,000	66	0
25	60	0.00	46,600.00	100,000	61	0
30	65	0.00	53,500.00	100,000	56	0
35	70	0.00	60,700.00	100,000	51	0]

The above values are determined according to the Policy Values Section. Cash and paid up values are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate. We will furnish any values not shown above upon request. The method of computation of Policy Values has been filed with the insurance supervisory official in the state where this policy is delivered. None of the above figures include Policy Loans.

Dividends, which are not guaranteed, are not reflected in the above values. Cash values and paid-up additions purchased by dividends are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate.

WAIVER OF PREMIUM DISABILITY RIDER SCHEDULE

Rider Insured: [John Middle Doe]

Policy Number: [123456789]

Gender and Issue Age: [Male 35]

Rider Issue Date: [September 15, 2012]

Rider Premium Class: [Standard]

Rider Expiry Date: [September 1, 2032]

Waiver Benefit: Waives premium due while Rider is In Force if Insured is totally disabled. See Rider for details.

Rider Annual Premiums for:	Base Policy:	[\$83.00 payable for 20 years]
	[Guaranteed Insurability Rider:	\$ 4.00 payable for 5 years]
	[Dependent Children Rider:	\$ 2.50 payable for 20 years]
	Total Initial Rider Premium:	[\$89.50]

GUARANTEED INSURABILITY OPTION RIDER SCHEDULE

Rider Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Rider Issue Date: [September 15, 2012]
Rider Premium Class: [Standard]	Rider Expiry Date: [September 1, 2017]
Option Amount: [\$50,000]	
Rider Annual Premium: [\$82.00 payable for 5 years]	

Option Date	Beginning of Policy Year	Attained Age
Regular Option Dates:		
[September 1, 2015]	[4]	[38]
[September 1, 2017]	[6]	[40]
Special Options Start Date:		
[September 1, 2012]	[1]	[35]

DEFINITIONS

We, Us, Our and Company refers to State Mutual Insurance Company.

You or Your refers to the Owner of this Policy.

Policy Owner or Owner refers to the person who owns this Policy as shown in Our records. The Policy Owner may be someone other than the Insured.

Insured refers to the person named as Insured in the Policy Schedule whose life is insured by this Policy.

Beneficiary refers to the person, persons or entity named in writing by You to receive the death benefit of this Policy.

Irrevocable Beneficiary refers to a Beneficiary who may be changed only with the consent of such Irrevocable Beneficiary. The consent of the Irrevocable Beneficiary will also be required for any Assignment, Surrender, Policy Loan, choice or change of a settlement option, or other changes to this Policy.

Policy Date is the date from which policy anniversaries, policy years, policy months, and premium due dates are determined. The Policy Date is shown in the Policy Schedule.

Issue Date refers to the date from which the contestable and suicide periods of the coverage are measured. The Issue Date is shown in the Policy Schedule.

Policy Year refers to the period from the Policy Date to the first policy anniversary, or from one policy anniversary to the next. A Policy Year does not include the policy anniversary at the end of the Policy Year.

Maturity Date is the latest date this Policy can end. The Maturity Date is shown in the Policy Schedule. The Maturity Date may be extended as provided in the Extension of Maturity Date provision.

Face Amount is the amount of insurance on which premiums and Death Benefits are determined. The Face Amount is shown in the Policy Schedule.

Lapse means the Policy is not In Force because a premium was not paid when due or because the Loan Balance exceeds the Cash Value.

Issue Age means the age last birthday of the Insured on the Policy Date as shown in the Policy Schedule.

Attained Age means the age last birthday of the Insured on the most recent Policy Anniversary.

Cash Value is the amount used to determine Policy Loan values, Lapse Options, and Net Cash Values.

Net Cash Value refers to the amount you receive at surrender of the policy as explained in the Cash Value provision.

Policy Loan is an amount You borrow from Your Policy. Policy Loans are explained in the Policy Loan section.

Policy Loan Balance refers to the sum of Policy Loan amounts you have borrowed from Your Policy, increased by any unpaid Loan Interest and reduced by any Loan Repayments.

In Force means that all required premiums are paid to date, and that the Policy has not lapsed.

GENERAL PROVISIONS

Entire Contract

This Policy is a legal contract between You and Us. We entered into this contract in consideration of a complete application and the payment of the first premium. The entire contract consists of this Policy and any attached riders, endorsements, amendments, schedules, and the attached application as well as any supplemental applications. Any change of the Policy must be in writing, endorsed on this Policy, and signed by an Executive Officer of the Company.

Policy Owner

The Owner of this Policy is the person shown in the Policy Schedule unless otherwise changed as provided in the Policy. During the Insured's lifetime, the Owner has the power to exercise all Policy rights and receive Policy values, subject to any Assignment on file with Us. Ownership rights may be exercised without consent of the Insured, a Contingent Owner, or a revocable beneficiary. The Death Benefit, however, is paid to the Beneficiary and not the Owner unless the Owner is the Beneficiary.

Contingent Owner

If the Owner is not the Insured, the Owner may name a contingent owner who will become the new owner upon the Owner's death. Naming a Contingent Owner will be effective upon receipt at the Administrative Office of a written request satisfactory to Us, including any required information about the Contingent Owner.

Insured Minor

Insured minors may not be named as Owners. A minor may be named Owner upon reaching age of majority subject to the Change of Policy Owner provision.

Change of Policy Owner, Contingent Owner or Beneficiary

During the Insured's lifetime, You have the right to transfer the ownership or change the Beneficiary, other than Irrevocable Beneficiaries, by giving written notice satisfactory to Us. Unless otherwise specified by You, any change is effective when the notice is signed by You, but will not affect any payment made or any other action taken by Us before We receive the notice.

If the Policy Owner dies before the Insured, and no Contingent Owner has been named, all rights to the Policy pass to the Policy Owner's Estate.

Beneficiary

The Beneficiary is named in the application or in the most recent beneficiary change recorded by the Company. The interest of any Beneficiary or Irrevocable Beneficiary ceases when the Beneficiary dies before the Insured. If any Beneficiary dies at the same time as the Insured, or within 15 days after, We will pay as if the Beneficiary died first. Unless otherwise stated, two or more Beneficiaries in the same class share equally, and the interest of any deceased Beneficiary passes equally to the surviving Beneficiaries within the class. If no Beneficiary survives the Insured, the Death Benefit is paid to the Owner, if living, otherwise to the Owner's estate.

Assignment

You may assign this Policy. A written notice of Assignment must be filed in Our Administrative Office. Unless otherwise specified by You, any Assignment is effective on the date the notice is signed by You. The Company is not responsible for the validity or effect of the Assignment. We will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the notice. The rights of an Assignment will at all times be subject to any Policy Loan Balance.

Incontestability

Except for failure to pay premiums, We will not contest the validity of this Policy or any attached riders after they have been In Force during the lifetime of the Insured for two years from the Issue Date of the Policy or Issue Date of any attached riders, or after they have been In Force for two years during the lifetime of the Insured from the last Reinstatement Date, if any. All statements made by or for the Insured in any application are, in the absence of fraud, considered to be representations and not warranties. We can contest the validity of this Policy for any material misrepresentation of a fact made in any application which is attached to and made part of the Policy subject to the Incontestability provision. Contestability of reinstatement shall be based solely on material statements made in the application for reinstatement.

Suicide Exclusion

If the Insured covered under the Policy commits suicide, while sane or insane, within two years from the Issue Date of the Policy and while this Policy is In Force, We will pay the amount of premiums paid for the Policy less any outstanding Policy Loan Balance.

If any Insured covered under any riders attached to this Policy, commits suicide, while sane or insane, within two years of the Issue Date of the rider and while the rider is In Force, We will pay the amount of premiums paid for the rider.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the Death Benefit or other amounts payable will be the amount which the premiums paid would have purchased at the correct age and sex. If the correct age is outside the range of issue ages for this Policy, the premiums and benefits for the correct age will be extrapolated.

Maturity Benefit

On the Maturity Date shown in the Policy Schedule, the proceeds will be the Death Benefit as described in the Death Benefit Calculation provision. Upon payment of the Maturity Benefit, the Policy terminates and no other payments are payable under this Policy.

Extension of Maturity Date

If the Policy is In Force on the Maturity Date, the Policy may be continued beyond the Maturity Date shown in the Policy Schedule. All riders attached to the Policy, if any, will terminate on the Maturity Date shown in the Policy Schedule.

After the Maturity Date shown in the Policy Schedule:

- (a) No further premiums will be accepted.
- (b) The Cash Value will increase at the nonforfeiture interest rate shown in the Policy Schedule. No further loads, charges, or deductions will be made from the Cash Value, except that loan interest will continue to be charged.
- (c) The Death Benefit will equal the Cash Value.
- (d) Policy Loans and Withdrawals continue to be available per their respective provisions. Any existing Policy Loan Balance will continue. Repayments of any Policy Loan Balance will be accepted.
- (e) The Policy will enter the Grace Period and Lapse if the Net Cash Value is zero or less due to the Policy Loan Balance.

This provision will not be in effect if it is determined that it would cause the Policy not to qualify as life insurance under federal tax law. There may be adverse tax consequences associated with extending coverage beyond the Maturity Date. Consult Your tax advisor for guidance.

Qualification as Life Insurance Under Internal Revenue Code

This Policy is designed to qualify as a life insurance contract under the Internal Revenue Code in order to maintain the most favorable consequences under federal tax law. All terms and provisions of the Policy shall be interpreted in a manner consistent with that design. The Death Benefit in force at any time shall not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code in existence at the time the policy is issued. We reserve the right to amend the policy or adjust the amount of insurance when required to maintain this tax qualification. We will send you a copy of any policy amendment.

Reports and Illustrations

We will send you at least once each year, a report that shows the current Cash Value and premiums paid since the last report. The report will include any other information that may be currently required by the regulations in the state where this policy is filed.

Upon written request We will send you a hypothetical illustration of future death benefits and Cash Values. This illustration will include the information as required by the laws or regulations where this Policy is delivered. If you request more than one illustration during a Policy Year, We reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in the Policy Schedule.

PREMIUM PAYMENTS

Payment of Premium

The first premium must be paid in advance of the Policy becoming effective. Your first premium is due as of the Policy Date. While the Insured is living, premiums after the first premium must be paid at our Administrative Office. A premium receipt will be furnished upon request. The Policy is not In Force until the first premium is paid, even if you are in possession of the Policy. Premiums for the Policy are shown in the Policy Schedule. No payment is due or payable for any period after the death of the Insured.

Payment can be made at any premium mode we make available. A change in premium mode will be processed on the paid-to-date on or following the date we approve Your request to change the mode.

You may also request to pay premiums with any combination of

- (a) Yearly dividends.
- (b) The cash value of any Paid-Up Additions partially surrendered.
- (c) Withdrawals from Dividends on Deposit.

Grace Period

A Grace Period of 31 days will be allowed for any unpaid premium due after the first premium. The insurance remains In Force during the Grace Period. If the Insured dies during the Grace Period, any unpaid premium required for the policy month will be deducted from the proceeds payable under the Policy.

Automatic Premium Loan

The Automatic Premium Loan option may be selected in the application or in a written notice filed at our Administrative Office. You may cancel this Automatic Premium Loan option at any time by asking in writing. Your request to cancel will apply as of the date we receive it.

If selected, when a premium due, including any premiums due under all riders, is not paid by the end of its Grace Period, that premium will be paid automatically to the next due date by using any available Loan Value of the Policy. The Automatic Premium Loan will be effective on the last day of the Grace Period for that premium. If the Loan Value is not large enough to pay a full premium at the mode selected, we may process a Policy Loan to pay a different premium mode available where the Loan Value is large enough. The Policy will enter the Grace Period if the Loan Value is not large enough to pay any premium due and if the premium due is not paid in any other manner.

Lapse

Any premium that is not paid by its due date is overdue. If it remains unpaid at the end of its Grace Period and is not paid automatically under the Automatic Premium Loan option, the Policy will lapse as of the due date of the overdue premium. Any payments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

Choice of Lapse Options

If the Policy lapses because a premium is not paid and the Policy is not surrendered as described in the Surrender provision, any Net Cash Value will be used to continue the Policy In Force either as Extended Term Insurance or Reduced Paid-Up Insurance as stated below. Any riders will terminate unless otherwise stated in the rider. Any Dividends on Deposit and Paid-Up Additions will terminate. Any existing Policy Loan Balance is repaid before determining the amount of any Lapse Option.

You can make or change your choice of Lapse Option at any time in writing to Us, but not later than 90 days after the due date of the overdue premium. If you do not choose, Extended Term Insurance, if available, will be the default option. Otherwise, Reduced Paid-Up Insurance will be the default option. Extended Term Insurance is available only if it is shown in the Table of Guaranteed Values in the Policy Schedule.

Extended Term Insurance Option

Extended Term Insurance is a death benefit for a limited term period. No further premiums are due under this option. Extended Term Insurance has a decreasing cash value and no loan value. It does not share in dividends. The death benefit is payable only if the Insured dies during the term period. At the end of the term, the Policy will no longer be In Force. The Extended Term death benefit will equal the Face Amount of the Policy plus any Paid-Up Additions and amount of Dividends on Deposit less any Policy Loan Balance as of the due date of the unpaid premium. The length of the term period will be based upon the amount that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. The amount purchased assumes a Net Single Premium as described in the Basis of Values provision. The term period starts on the due date of the unpaid premium. If the Net Cash Value exceeds the amount needed to purchase a term death benefit to the Maturity Date, the Reduced Paid-Up Option will be used instead. The Table of Guaranteed Values shows the length of the term that the Guaranteed Cash Value would provide with a Death Benefit equal to the Face Amount.

Reduced Paid-Up Insurance Option

Reduced Paid-Up Insurance is a death benefit provided to the Maturity Date. No further premiums are due. Reduced Paid-Up Insurance has an increasing cash value, loan values, and shares in dividends. The amount of Reduced Paid-Up Insurance is payable at the death of the Insured. The amount of Reduced Paid-Up Insurance will be based upon the amount of insurance to the Maturity Date that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. Any existing Policy Loan Balance is repaid upon election of the Reduced Paid-Up Insurance Option. If the amount that could be purchased exceeds the Extended Term Insurance death benefit, a portion of the Net Cash Value will be paid in cash, such that the total Reduced Paid-Up death benefit plus the amount paid in cash equals the Extended Term Insurance Option death benefit. The amount purchased is based upon a Net Single Premium as described in the Basis of Values provision. The Table of Guaranteed Values shows the amount of Reduced Paid-Up Insurance which the Guaranteed Cash Value would provide.

Reinstatement

This Policy and any Riders attached may be reinstated, while the Insured is alive, at any time within three years after the date of Lapse. However, the Policy cannot be reinstated on or after the Maturity Date, or if the Policy has been surrendered, or if benefits have expired.

Reinstatement will be subject to evidence of insurability satisfactory to Us. All overdue premiums must be paid with interest from their due dates to the Reinstatement date. Interest will be at the Reinstatement Interest Rate shown in the Policy Schedule, compounded annually to the Reinstatement date.

PAYMENT OF PROCEEDS

Death Benefit

A Death Benefit is payable upon Our receipt of due proof of the Insured's death at our Administrative Office while this Policy is In Force. Death Benefits are payable in one lump sum. We may, at Our option, offer optional settlement options to the Beneficiary, that provide alternatives to a one lump sum payment.

Death Benefit Calculation

The Death Benefit is the total of:

- (a) The Face Amount of insurance (as shown in the Policy Schedule); plus
- (b) Any insurance on the Insured's life which may be provided by riders to this Policy; plus
- (c) Any Paid-Up Additions; plus
- (d) Any Dividends on Deposit; plus
- (e) Any dividend which we may credit at death; plus
- (f) Any part of a premium paid for coverage beyond the policy month in which the Insured dies; less
- (g) Any premium due and unpaid for coverage thru the policy month in which the Insured dies; less
- (h) Any Policy Loan Balance on the date of death.

Interest on Death Benefit

The interest rate credited on the Death Benefit from the Insured's date of death until the payment date will not be less than required by the regulations in the state where this policy is filed. The interest rate will at least equal the rate or rates of interest declared by the Company for funds left on deposit. If no such rates have been declared, the rate will at least equal the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. The interest rates used will be the ones in effect on the date of death of the insured. If the Death Benefit has not been paid 31 days after the later of the following events, additional interest equal to 10% annually will be credited starting at the end of the 31 days:

- (a) The date that due proof of death is received by Us;
- (b) The date We receive any other due proof needed to prove that the claim is payable under the Policy and that the named Beneficiary is legally entitled to the proceeds;
- (c) The date that any legal impediments to the payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators; and (iii) the submission of information required to satisfy state and federal reporting requirements.

POLICY LOANS

Loan Value

Unless the Policy is In Force as Extended Term Insurance, You may borrow the Loan Value by making a request in writing. You also may request that the Policy Loans be charged automatically to pay premiums under the Automatic Premium Loan provision.

The Loan Value on the date the loan is made equals:

- (a) The Net Cash Value at the next Policy Anniversary; less
- (b) Loan Interest on the loan to the next Policy Anniversary; less
- (c) Any unpaid premiums for that Policy Year.

The Policy will be the sole security for such Loan. After receipt of Your loan request, we have the right to defer making a loan for up to six months, except for a loan to pay premiums to Us.

Loan Interest

Loan Interest is charged in advance to the next policy anniversary on new Policy Loans and is deducted from the loan amount paid to you. Loan Interest is charged annually in advance on each policy anniversary. Interest not paid when due is added to the Policy Loan Balance.

If the Policy is reinstated after a Lapse, any Policy Loan Balance in effect at the time of Lapse will be reinstated including Loan Interest from the Lapse date to the Reinstatement Date.

Loan Interest Rate

The Loan Interest Rate is an adjustable rate. We determine the rate each calendar year, effective on the January 1st following the date We determine it. The new Loan Interest Rate will apply to each Policy for new and existing loans during the policy year that starts on the policy anniversary during that same calendar year.

The annual maximum interest rate is the greater of:

- (a) The Moody's Corporate Bond Yield Average - Monthly Average Corporates as published by Moody's Investors Service, Inc. for the month of October prior to the January 1st that the Loan Interest Rate goes into effect, or
- (b) The interest rate used to determine guaranteed Cash Values under this Policy for the Policy Year plus 1.00%. This minimum interest rate is shown in the Policy Schedule

If the Moody's Corporate Bond Yield Average - Monthly Average Corporates is no longer published, a substantially similar method to determine the maximum interest rate will be established by regulation and will be used in its place.

The Loan Interest Rate will not be increased unless the maximum interest rate is greater than or equal to 0.50% (or 50 basis points) higher than the Loan Interest Rate from the previous calendar year. The Loan Interest Rate will be decreased to the maximum interest rate or lower, if the Loan Interest Rate from the previous calendar year is greater than or equal to 0.50% (or 50 basis points) higher than the maximum interest rate.

We will:

- (a) Notify You of the initial Loan Interest Rate at the time a Policy Loan is made; and
- (b) Give You advance notice of any change in the Loan Interest rate, if You have a Policy Loan Balance.

Loan Repayment

Any payment We receive will be applied as a premium payment unless it is clearly marked as a Loan or Loan Interest repayment. The minimum Loan Repayment is shown in the Policy Schedule unless you are paying the entire Policy Loan Balance. You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is In Force.

Lapse Due To Loans

The Policy will enter a Grace Period if the Policy Loan Balance exceeds the Cash Value. Notice of Lapse will be mailed to the Owner and any assignee of record. The Policy will Lapse 30 days after the date the notice is mailed if the Policy Loan Balance still exceeds the Cash Value. Any Loan Repayments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

POLICY VALUES

Cash Value

The Table of Guaranteed Values shows the Guaranteed Cash Value at the end of various Policy Years. The Cash Values shown assume: that all premiums due have been paid; that no dividends or Paid-Up Additions have been credited to the Policy; that no changes have been made to the Policy; and that there is no Policy Loan Balance. The Cash Value of the Policy is not increased by the Cash Value of any rider, unless otherwise stated in the rider.

The Cash Value of any Reduced Paid-Up Insurance, including Paid-Up Additions, or any Extended Term Insurance is equal to the Net Single Premium as described in the Basis of Values provision for the amount of insurance at the Attained Age of the Insured on the date the Policy is surrendered.

For 31 days after each policy anniversary, the Cash Value will not be less than it was on the anniversary.

Net Cash Value

The Net Cash Value is equal to:

- (a) The Cash Value of the Policy; plus
- (b) The Cash Value of any Paid-Up Additions purchased by policy Dividends; plus
- (c) Any Dividends on Deposit; plus
- (d) The Cash Value of any rider attached to the Policy; less
- (e) Any Policy Loan Balance.

Surrender

You may surrender the Policy for its Net Cash Value during the lifetime of the Insured. We will determine the Net Cash Value as of the date we receive your request in writing. The Net Cash Value will be paid to you in one lump sum unless otherwise agreed to between You and Us. Unless otherwise stated in any rider, any part of a premium paid for coverage beyond the policy month in which you surrender the Policy will be refunded to you. The Policy will terminate on the date of surrender.

If you surrender the Policy within 31 days after the policy anniversary date, the Net Cash Value of the Policy will not be less than the Net Cash Value on that anniversary date, adjusted for any Loans or any Cash Value paid to you during the 31 day period.

We may defer payment of the Net Cash Value for up to six months. If we defer payment for 30 days or more, we will pay interest at a rate at least equal to the minimum required by law.

Cash values and net single premiums are based on the mortality table and the Nonforfeiture Interest Rate(s) shown on the Table of Guaranteed Values in the Policy Schedule.

Basis of Values

Any Cash Values and Paid-Up 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. A detailed statement of the method of computation of the values and benefits has been filed with the insurance supervisory official in the state where the policy is delivered.

All nonforfeiture values and Net Single Premiums for this Policy are based on the mortality table and interest rate(s) shown in the Policy Schedule. Nonforfeiture values and Net Single Premiums between policy anniversaries are interpolated based upon the values on policy anniversaries with allowance for partial premiums paid.

Dividends

While this Policy is In Force, except as Extended Term Insurance, it will be eligible to receive dividends. The amount will be set each year by Our Board of Directors. Dividends, if any, will be paid on the Anniversary Date.

You can elect one of these options:

- (a) Cash: Take the dividend payable in cash; or
- (b) Paid-Up Additions: Use the dividend to buy paid up additions. Paid-up Additions are additional amounts of death benefit to the Maturity Date. The Net Single Premium used to buy Paid-Up Additions and determine the Cash Value of any Paid-Up Additions purchased are described in the Basis of Values provision; or
- (c) Dividends On Deposit: Leave the dividend on deposit with Us to earn interest at a rate not less than the rate shown in the Policy Schedule; or
- (d) Reduced Premiums: Use the dividend to pay all or part of premiums due; or
- (e) Repay Loans: Use the dividend to repay Policy Loans and Loan Interest; or
- (f) Other Options: Any other options which may be offered by riders attached to the Policy.

You may choose one of the options at the time of the application. If none is chosen, Option (b) will be automatic. An option may be changed upon request in writing.

Withdrawals and Dividends used to Pay Premiums Due

All or a portion of Dividends on Deposit may be withdrawn at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The amount withdrawn will be paid to You in cash or may be used to pay all or part of premiums due. The Dividends on Deposit will be reduced by the amount withdrawn or used to pay premiums due.

All or a portion of Paid-Up Additions may be surrendered at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The Cash Value of the Paid-Up Additions surrendered will be paid to You in cash or may be used to pay all or part of premiums due. The amount of Paid-Up Additions will be reduced by the Paid-Up Additions surrendered or used to pay premiums due.

ANNUAL MEETING OF POLICY OWNERS

The meeting of Policy Owners is held annually at the Company's Home Office in Rome, Georgia. The meeting is held on the second Monday in February at 10:00 a.m.



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

Level guaranteed premiums payable for number of years shown in Policy Schedule
This is a participating Policy.

This Policy is a legal contract between the Owner and State Mutual Insurance Company.

STATE MUTUAL INSURANCE COMPANY issues this Policy in consideration of your application and the payment of premiums. A copy of the application forms a part of this Policy. The Policy is based on answers in the application. The benefits and provisions on the following pages are a part of this Policy. Our Company and the Policy Owner are bound by the terms and provisions of the Policy.

Subject to the terms of this Policy, if the Insured dies while the Policy is In Force, we will pay the death benefit proceeds to the Beneficiary upon due proof of the Insured's death while the Policy was In Force. The terms of this Policy are contained on this and the following pages.

PLEASE READ THIS POLICY CAREFULLY

Signed for the Company at its Home Office in Rome, Georgia, as of the Policy Date.

[

Secretary

President
]

RIGHT TO EXAMINE POLICY

This Policy may be cancelled by the Policy Owner by returning it to State Mutual Insurance Company or to an agent of the Company within 31 days after the delivery date. If returned, this Policy will be void from the start and we will refund all premiums paid.

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]

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POLICY SCHEDULE

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up in 10 Years]	Maturity Date: [September 1, 2098]

Summary of Premiums and Benefits:						
Benefit ⁽¹⁾	Premium Class	Annual Premium	Years Payable	Issue Date	Maturity/Expiry Date	Maturity/Expiry Year
[\$100,000 Whole Life Paid Up in 10 Years]	[Preferred Non-Nicotine]	[\$2,874.00 ⁽²⁾]	[10]	[9/15/2012]	[9/1/2098]	[86]
[Waiver of Premium Disability Rider ⁽³⁾]	[Standard]	[\$133.50]	[10]	[9/15/2012]	[9/1/2022]	[10]
[\$100,000 Accidental Death Benefit Rider]	[Standard]	[\$90.00]	[10]	[9/15/2012]	[9/1/2022]	[10]
[\$50,000 Guaranteed Insurability Option Rider ⁽³⁾]	[Standard]	[\$82.00]	[5]	[9/15/2012]	[9/1/2017]	[5]
[\$5,000 Dependent Children Rider]	[Standard]	[\$32.50]	[10]	[9/15/2012]	[9/1/2022]	[10]
[Terminal Illness Accelerated Benefit Rider]	n/a	n/a	n/a	[9/15/2012]	[9/1/2098]	[86]
Total Initial Annual Premium Due on Policy Date:		[\$3,212.00^(*)]				
<p>⁽¹⁾ See attached Policy and Riders for details of benefits.</p> <p>⁽²⁾ Includes a [\$50.00] annual Policy Fee.</p> <p>⁽³⁾ See attached Rider Schedule for benefit and premium details.</p> <p>^(*) You have selected a payment mode of [monthly bank draft]. [Monthly bank draft premiums equal your annual premium multiplied by a guaranteed modal factor of .087 resulting in a total initial monthly premium of \$279.44. Premium modes other than annual will result in an overall greater premium.] Changes to your current payment mode must be requested in writing to Us. Premiums are due and payable on each due date or You risk lapse and termination of benefits.</p>						

Annual Interest Rates:

Reinstatement Interest Rate:	[6.00%]
Minimum Variable Policy Loan Interest Rate:	[5.00%]
Minimum Interest Rate for Dividends on Deposit:	[2.00%]

Other Factors:

Minimum Loan Repayment:	[\$ 25.00]
In Force Requested Illustration Fee:	No charge for first illustration in any policy year [\$25.00 for subsequent illustrations in any policy year]
Maximum Fee for Terminal Illness Accelerated Benefit Rider:	[\$150.00]

POLICY SCHEDULE

TABLE OF GUARANTEED VALUES

Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Face Amount: [\$100,000]
Premium Class: [Preferred Non-Nicotine]	Policy Date: [September 1, 2012]
Policy Owner: [Jane Middle Doe]	Issue Date: [September 15, 2012]
Plan of Insurance: [Whole Life Paid Up in 10 Years]	Maturity Date: [September 1, 2098]

End of Policy Year	Attained Age	Annual Premium (includes riders)	Cash Value	Reduced Paid-Up Insurance	Extended Term Insurance	
					Years	Days
[1	36	\$ 3,212.00	\$ 0.00	\$ 0	0	0
2	37	3,212.00	1,600.00	7,400	10	341
3	38	3,212.00	4,600.00	20,300	22	6
4	39	3,212.00	7,700.00	32,900	27	346
5	40	3,212.00	10,900.00	44,900	32	68
6	41	3,126.00	14,200.00	56,500	35	178
7	42	3,126.00	17,700.00	68,000	38	150
8	43	3,126.00	21,300.00	79,100	41	60
9	44	3,126.00	25,000.00	89,700	44	162
10	45	3,126.00	28,900.00	100,000	76	0
11	46	0.00	29,900.00	100,000	75	0
12	47	0.00	30,900.00	100,000	74	0
13	48	0.00	31,900.00	100,000	73	0
14	49	0.00	33,000.00	100,000	72	0
15	50	0.00	34,100.00	100,000	71	0
16	51	0.00	35,200.00	100,000	70	0
17	52	0.00	36,400.00	100,000	69	0
18	53	0.00	37,600.00	100,000	68	0
19	54	0.00	38,800.00	100,000	67	0
20	55	0.00	40,100.00	100,000	66	0
25	60	0.00	46,600.00	100,000	61	0
30	65	0.00	53,500.00	100,000	56	0
35	70	0.00	60,700.00	100,000	51	0]

The above values are determined according to the Policy Values Section. Cash and paid up values are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate. We will furnish any values not shown above upon request. The method of computation of Policy Values has been filed with the insurance supervisory official in the state where this policy is delivered. None of the above figures include Policy Loans.

Dividends, which are not guaranteed, are not reflected in the above values. Cash values and paid-up additions purchased by dividends are based on the [2001 CSO ultimate, age last birthday, male, nonsmoker mortality table] and a [4.00%] nonforfeiture interest rate.

WAIVER OF PREMIUM DISABILITY RIDER SCHEDULE

Rider Insured: [John Middle Doe]

Policy Number: [123456789]

Gender and Issue Age: [Male 35]

Rider Issue Date: [September 15, 2012]

Rider Premium Class: [Standard]

Rider Expiry Date: [September 1, 2022]

Waiver Benefit: Waives premium due while Rider is In Force if Insured is totally disabled. See Rider for details.

Rider Annual Premiums for:	Base Policy:	[\$ 127.00 payable for 10 years]
	[Guaranteed Insurability Rider:	\$ 4.00 payable for 5 years]
	[Dependent Children Rider:	\$ 2.50 payable for 10 years]
	Total Initial Rider Premium:	[\$133.50]

GUARANTEED INSURABILITY OPTION RIDER SCHEDULE

Rider Insured: [John Middle Doe]	Policy Number: [123456789]
Gender and Issue Age: [Male 35]	Rider Issue Date: [September 15, 2012]
Rider Premium Class: [Standard]	Rider Expiry Date: [September 1, 2017]
Option Amount: [\$50,000]	
Rider Annual Premium: [\$82.00 payable for 5 years]	

Option Date	Beginning of Policy Year	Attained Age
Regular Option Dates:		
[September 1, 2015]	[4]	[38]
[September 1, 2017]	[6]	[40]
Special Options Start Date:		
[September 1, 2012]	[1]	[35]

DEFINITIONS

We, Us, Our and Company refers to State Mutual Insurance Company.

You or Your refers to the Owner of this Policy.

Policy Owner or Owner refers to the person who owns this Policy as shown in Our records. The Policy Owner may be someone other than the Insured.

Insured refers to the person named as Insured in the Policy Schedule whose life is insured by this Policy.

Beneficiary refers to the person, persons or entity named in writing by You to receive the death benefit of this Policy.

Irrevocable Beneficiary refers to a Beneficiary who may be changed only with the consent of such Irrevocable Beneficiary. The consent of the Irrevocable Beneficiary will also be required for any Assignment, Surrender, Policy Loan, choice or change of a settlement option, or other changes to this Policy.

Policy Date is the date from which policy anniversaries, policy years, policy months, and premium due dates are determined. The Policy Date is shown in the Policy Schedule.

Issue Date refers to the date from which the contestable and suicide periods of the coverage are measured. The Issue Date is shown in the Policy Schedule.

Policy Year refers to the period from the Policy Date to the first policy anniversary, or from one policy anniversary to the next. A Policy Year does not include the policy anniversary at the end of the Policy Year.

Maturity Date is the latest date this Policy can end. The Maturity Date is shown in the Policy Schedule. The Maturity Date may be extended as provided in the Extension of Maturity Date provision.

Face Amount is the amount of insurance on which premiums and Death Benefits are determined. The Face Amount is shown in the Policy Schedule.

Lapse means the Policy is not In Force because a premium was not paid when due or because the Loan Balance exceeds the Cash Value.

Issue Age means the age last birthday of the Insured on the Policy Date as shown in the Policy Schedule.

Attained Age means the age last birthday of the Insured on the most recent Policy Anniversary.

Cash Value is the amount used to determine Policy Loan values, Lapse Options, and Net Cash Values.

Net Cash Value refers to the amount you receive at surrender of the policy as explained in the Cash Value provision.

Policy Loan is an amount You borrow from Your Policy. Policy Loans are explained in the Policy Loan section.

Policy Loan Balance refers to the sum of Policy Loan amounts you have borrowed from Your Policy, increased by any unpaid Loan Interest and reduced by any Loan Repayments.

In Force means that all required premiums are paid to date, and that the Policy has not lapsed.

GENERAL PROVISIONS

Entire Contract

This Policy is a legal contract between You and Us. We entered into this contract in consideration of a complete application and the payment of the first premium. The entire contract consists of this Policy and any attached riders, endorsements, amendments, schedules, and the attached application as well as any supplemental applications. Any change of the Policy must be in writing, endorsed on this Policy, and signed by an Executive Officer of the Company.

Policy Owner

The Owner of this Policy is the person shown in the Policy Schedule unless otherwise changed as provided in the Policy. During the Insured's lifetime, the Owner has the power to exercise all Policy rights and receive Policy values, subject to any Assignment on file with Us. Ownership rights may be exercised without consent of the Insured, a Contingent Owner, or a revocable beneficiary. The Death Benefit, however, is paid to the Beneficiary and not the Owner unless the Owner is the Beneficiary.

Contingent Owner

If the Owner is not the Insured, the Owner may name a contingent owner who will become the new owner upon the Owner's death. Naming a Contingent Owner will be effective upon receipt at the Administrative Office of a written request satisfactory to Us, including any required information about the Contingent Owner.

Insured Minor

Insured minors may not be named as Owners. A minor may be named Owner upon reaching age of majority subject to the Change of Policy Owner provision.

Change of Policy Owner, Contingent Owner or Beneficiary

During the Insured's lifetime, You have the right to transfer the ownership or change the Beneficiary, other than Irrevocable Beneficiaries, by giving written notice satisfactory to Us. Unless otherwise specified by You, any change is effective when the notice is signed by You, but will not affect any payment made or any other action taken by Us before We receive the notice.

If the Policy Owner dies before the Insured, and no Contingent Owner has been named, all rights to the Policy pass to the Policy Owner's Estate.

Beneficiary

The Beneficiary is named in the application or in the most recent beneficiary change recorded by the Company. The interest of any Beneficiary or Irrevocable Beneficiary ceases when the Beneficiary dies before the Insured. If any Beneficiary dies at the same time as the Insured, or within 15 days after, We will pay as if the Beneficiary died first. Unless otherwise stated, two or more Beneficiaries in the same class share equally, and the interest of any deceased Beneficiary passes equally to the surviving Beneficiaries within the class. If no Beneficiary survives the Insured, the Death Benefit is paid to the Owner, if living, otherwise to the Owner's estate.

Assignment

You may assign this Policy. A written notice of Assignment must be filed in Our Administrative Office. Unless otherwise specified by You, any Assignment is effective on the date the notice is signed by You. The Company is not responsible for the validity or effect of the Assignment. We will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the notice. The rights of an Assignment will at all times be subject to any Policy Loan Balance.

Incontestability

Except for failure to pay premiums, We will not contest the validity of this Policy or any attached riders after they have been In Force during the lifetime of the Insured for two years from the Issue Date of the Policy or Issue Date of any attached riders, or after they have been In Force for two years during the lifetime of the Insured from the last Reinstatement Date, if any. All statements made by or for the Insured in any application are, in the absence of fraud, considered to be representations and not warranties. We can contest the validity of this Policy for any material misrepresentation of a fact made in any application which is attached to and made part of the Policy subject to the Incontestability provision. Contestability of reinstatement shall be based solely on material statements made in the application for reinstatement.

Suicide Exclusion

If the Insured covered under the Policy commits suicide, while sane or insane, within two years from the Issue Date of the Policy and while this Policy is In Force, We will pay the amount of premiums paid for the Policy less any outstanding Policy Loan Balance.

If any Insured covered under any riders attached to this Policy, commits suicide, while sane or insane, within two years of the Issue Date of the rider and while the rider is In Force, We will pay the amount of premiums paid for the rider.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the Death Benefit or other amounts payable will be the amount which the premiums paid would have purchased at the correct age and sex. If the correct age is outside the range of issue ages for this Policy, the premiums and benefits for the correct age will be extrapolated.

Maturity Benefit

On the Maturity Date shown in the Policy Schedule, the proceeds will be the Death Benefit as described in the Death Benefit Calculation provision. Upon payment of the Maturity Benefit, the Policy terminates and no other payments are payable under this Policy.

Extension of Maturity Date

If the Policy is In Force on the Maturity Date, the Policy may be continued beyond the Maturity Date shown in the Policy Schedule. All riders attached to the Policy, if any, will terminate on the Maturity Date shown in the Policy Schedule.

After the Maturity Date shown in the Policy Schedule:

- (a) No further premiums will be accepted.
- (b) The Cash Value will increase at the nonforfeiture interest rate shown in the Policy Schedule. No further loads, charges, or deductions will be made from the Cash Value, except that loan interest will continue to be charged.
- (c) The Death Benefit will equal the Cash Value.
- (d) Policy Loans and Withdrawals continue to be available per their respective provisions. Any existing Policy Loan Balance will continue. Repayments of any Policy Loan Balance will be accepted.
- (e) The Policy will enter the Grace Period and Lapse if the Net Cash Value is zero or less due to the Policy Loan Balance.

This provision will not be in effect if it is determined that it would cause the Policy not to qualify as life insurance under federal tax law. There may be adverse tax consequences associated with extending coverage beyond the Maturity Date. Consult Your tax advisor for guidance.

Qualification as Life Insurance Under Internal Revenue Code

This Policy is designed to qualify as a life insurance contract under the Internal Revenue Code in order to maintain the most favorable consequences under federal tax law. All terms and provisions of the Policy shall be interpreted in a manner consistent with that design. The Death Benefit in force at any time shall not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code in existence at the time the policy is issued. We reserve the right to amend the policy or adjust the amount of insurance when required to maintain this tax qualification. We will send you a copy of any policy amendment.

Reports and Illustrations

We will send you at least once each year, a report that shows the current Cash Value and premiums paid since the last report. The report will include any other information that may be currently required by the regulations in the state where this policy is filed.

Upon written request We will send you a hypothetical illustration of future death benefits and Cash Values. This illustration will include the information as required by the laws or regulations where this Policy is delivered. If you request more than one illustration during a Policy Year, We reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in the Policy Schedule.

PREMIUM PAYMENTS

Payment of Premium

The first premium must be paid in advance of the Policy becoming effective. Your first premium is due as of the Policy Date. While the Insured is living, premiums after the first premium must be paid at our Administrative Office. A premium receipt will be furnished upon request. The Policy is not In Force until the first premium is paid, even if you are in possession of the Policy. Premiums for the Policy are shown in the Policy Schedule. No payment is due or payable for any period after the death of the Insured.

Payment can be made at any premium mode we make available. A change in premium mode will be processed on the paid-to-date on or following the date we approve Your request to change the mode.

You may also request to pay premiums with any combination of

- (a) Yearly dividends.
- (b) The cash value of any Paid-Up Additions partially surrendered.
- (c) Withdrawals from Dividends on Deposit.

Grace Period

A Grace Period of 31 days will be allowed for any unpaid premium due after the first premium. The insurance remains In Force during the Grace Period. If the Insured dies during the Grace Period, any unpaid premium required for the policy month will be deducted from the proceeds payable under the Policy.

Automatic Premium Loan

The Automatic Premium Loan option may be selected in the application or in a written notice filed at our Administrative Office. You may cancel this Automatic Premium Loan option at any time by asking in writing. Your request to cancel will apply as of the date we receive it.

If selected, when a premium due, including any premiums due under all riders, is not paid by the end of its Grace Period, that premium will be paid automatically to the next due date by using any available Loan Value of the Policy. The Automatic Premium Loan will be effective on the last day of the Grace Period for that premium. If the Loan Value is not large enough to pay a full premium at the mode selected, we may process a Policy Loan to pay a different premium mode available where the Loan Value is large enough. The Policy will enter the Grace Period if the Loan Value is not large enough to pay any premium due and if the premium due is not paid in any other manner.

Lapse

Any premium that is not paid by its due date is overdue. If it remains unpaid at the end of its Grace Period and is not paid automatically under the Automatic Premium Loan option, the Policy will lapse as of the due date of the overdue premium. Any payments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

Choice of Lapse Options

If the Policy lapses because a premium is not paid and the Policy is not surrendered as described in the Surrender provision, any Net Cash Value will be used to continue the Policy In Force either as Extended Term Insurance or Reduced Paid-Up Insurance as stated below. Any riders will terminate unless otherwise stated in the rider. Any Dividends on Deposit and Paid-Up Additions will terminate. Any existing Policy Loan Balance is repaid before determining the amount of any Lapse Option.

You can make or change your choice of Lapse Option at any time in writing to Us, but not later than 90 days after the due date of the overdue premium. If you do not choose, Extended Term Insurance, if available, will be the default option. Otherwise, Reduced Paid-Up Insurance will be the default option. Extended Term Insurance is available only if it is shown in the Table of Guaranteed Values in the Policy Schedule.

Extended Term Insurance Option

Extended Term Insurance is a death benefit for a limited term period. No further premiums are due under this option. Extended Term Insurance has a decreasing cash value and no loan value. It does not share in dividends. The death benefit is payable only if the Insured dies during the term period. At the end of the term, the Policy will no longer be In Force. The Extended Term death benefit will equal the Face Amount of the Policy plus any Paid-Up Additions and amount of Dividends on Deposit less any Policy Loan Balance as of the due date of the unpaid premium. The length of the term period will be based upon the amount that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. The amount purchased assumes a Net Single Premium as described in the Basis of Values provision. The term period starts on the due date of the unpaid premium. If the Net Cash Value exceeds the amount needed to purchase a term death benefit to the Maturity Date, the Reduced Paid-Up Option will be used instead. The Table of Guaranteed Values shows the length of the term that the Guaranteed Cash Value would provide with a Death Benefit equal to the Face Amount.

Reduced Paid-Up Insurance Option

Reduced Paid-Up Insurance is a death benefit provided to the Maturity Date. No further premiums are due. Reduced Paid-Up Insurance has an increasing cash value, loan values, and shares in dividends. The amount of Reduced Paid-Up Insurance is payable at the death of the Insured. The amount of Reduced Paid-Up Insurance will be based upon the amount of insurance to the Maturity Date that can be purchased by the Net Cash Value on the due date of the unpaid premium less any amounts paid to You during the Grace Period. Any existing Policy Loan Balance is repaid upon election of the Reduced Paid-Up Insurance Option. If the amount that could be purchased exceeds the Extended Term Insurance death benefit, a portion of the Net Cash Value will be paid in cash, such that the total Reduced Paid-Up death benefit plus the amount paid in cash equals the Extended Term Insurance Option death benefit. The amount purchased is based upon a Net Single Premium as described in the Basis of Values provision. The Table of Guaranteed Values shows the amount of Reduced Paid-Up Insurance which the Guaranteed Cash Value would provide.

Reinstatement

This Policy and any Riders attached may be reinstated, while the Insured is alive, at any time within three years after the date of Lapse. However, the Policy cannot be reinstated on or after the Maturity Date, or if the Policy has been surrendered, or if benefits have expired.

Reinstatement will be subject to evidence of insurability satisfactory to Us. All overdue premiums must be paid with interest from their due dates to the Reinstatement date. Interest will be at the Reinstatement Interest Rate shown in the Policy Schedule, compounded annually to the Reinstatement date.

PAYMENT OF PROCEEDS

Death Benefit

A Death Benefit is payable upon Our receipt of due proof of the Insured's death at our Administrative Office while this Policy is In Force. Death Benefits are payable in one lump sum. We may, at Our option, offer optional settlement options to the Beneficiary, that provide alternatives to a one lump sum payment.

Death Benefit Calculation

The Death Benefit is the total of:

- (a) The Face Amount of insurance (as shown in the Policy Schedule); plus
- (b) Any insurance on the Insured's life which may be provided by riders to this Policy; plus
- (c) Any Paid-Up Additions; plus
- (d) Any Dividends on Deposit; plus
- (e) Any dividend which we may credit at death; plus
- (f) Any part of a premium paid for coverage beyond the policy month in which the Insured dies; less
- (g) Any premium due and unpaid for coverage thru the policy month in which the Insured dies; less
- (h) Any Policy Loan Balance on the date of death.

Interest on Death Benefit

The interest rate credited on the Death Benefit from the Insured's date of death until the payment date will not be less than required by the regulations in the state where this policy is filed. The interest rate will at least equal the rate or rates of interest declared by the Company for funds left on deposit. If no such rates have been declared, the rate will at least equal the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. The interest rates used will be the ones in effect on the date of death of the insured. If the Death Benefit has not been paid 31 days after the later of the following events, additional interest equal to 10% annually will be credited starting at the end of the 31 days:

- (a) The date that due proof of death is received by Us;
- (b) The date We receive any other due proof needed to prove that the claim is payable under the Policy and that the named Beneficiary is legally entitled to the proceeds;
- (c) The date that any legal impediments to the payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators; and (iii) the submission of information required to satisfy state and federal reporting requirements.

POLICY LOANS

Loan Value

Unless the Policy is In Force as Extended Term Insurance, You may borrow the Loan Value by making a request in writing. You also may request that the Policy Loans be charged automatically to pay premiums under the Automatic Premium Loan provision.

The Loan Value on the date the loan is made equals:

- (a) The Net Cash Value at the next Policy Anniversary; less
- (b) Loan Interest on the loan to the next Policy Anniversary; less
- (c) Any unpaid premiums for that Policy Year.

The Policy will be the sole security for such Loan. After receipt of Your loan request, we have the right to defer making a loan for up to six months, except for a loan to pay premiums to Us.

Loan Interest

Loan Interest is charged in advance to the next policy anniversary on new Policy Loans and is deducted from the loan amount paid to you. Loan Interest is charged annually in advance on each policy anniversary. Interest not paid when due is added to the Policy Loan Balance.

If the Policy is reinstated after a Lapse, any Policy Loan Balance in effect at the time of Lapse will be reinstated including Loan Interest from the Lapse date to the Reinstatement Date.

Loan Interest Rate

The Loan Interest Rate is an adjustable rate. We determine the rate each calendar year, effective on the January 1st following the date We determine it. The new Loan Interest Rate will apply to each Policy for new and existing loans during the policy year that starts on the policy anniversary during that same calendar year.

The annual maximum interest rate is the greater of:

- (a) The Moody's Corporate Bond Yield Average - Monthly Average Corporates as published by Moody's Investors Service, Inc. for the month of October prior to the January 1st that the Loan Interest Rate goes into effect, or
- (b) The interest rate used to determine guaranteed Cash Values under this Policy for the Policy Year plus 1.00%. This minimum interest rate is shown in the Policy Schedule

If the Moody's Corporate Bond Yield Average - Monthly Average Corporates is no longer published, a substantially similar method to determine the maximum interest rate will be established by regulation and will be used in its place.

The Loan Interest Rate will not be increased unless the maximum interest rate is greater than or equal to 0.50% (or 50 basis points) higher than the Loan Interest Rate from the previous calendar year. The Loan Interest Rate will be decreased to the maximum interest rate or lower, if the Loan Interest Rate from the previous calendar year is greater than or equal to 0.50% (or 50 basis points) higher than the maximum interest rate.

We will:

- (a) Notify You of the initial Loan Interest Rate at the time a Policy Loan is made; and
- (b) Give You advance notice of any change in the Loan Interest rate, if You have a Policy Loan Balance.

Loan Repayment

Any payment We receive will be applied as a premium payment unless it is clearly marked as a Loan or Loan Interest repayment. The minimum Loan Repayment is shown in the Policy Schedule unless you are paying the entire Policy Loan Balance. You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is In Force.

Lapse Due To Loans

The Policy will enter a Grace Period if the Policy Loan Balance exceeds the Cash Value. Notice of Lapse will be mailed to the Owner and any assignee of record. The Policy will Lapse 30 days after the date the notice is mailed if the Policy Loan Balance still exceeds the Cash Value. Any Loan Repayments sent by U.S. Mail shall be considered paid if postmarked within the Grace Period.

POLICY VALUES

Cash Value

The Table of Guaranteed Values shows the Guaranteed Cash Value at the end of various Policy Years. The Cash Values shown assume: that all premiums due have been paid; that no dividends or Paid-Up Additions have been credited to the Policy; that no changes have been made to the Policy; and that there is no Policy Loan Balance. The Cash Value of the Policy is not increased by the Cash Value of any rider, unless otherwise stated in the rider.

The Cash Value of any Reduced Paid-Up Insurance, including Paid-Up Additions, or any Extended Term Insurance is equal to the Net Single Premium as described in the Basis of Values provision for the amount of insurance at the Attained Age of the Insured on the date the Policy is surrendered.

For 31 days after each policy anniversary, the Cash Value will not be less than it was on the anniversary.

Net Cash Value

The Net Cash Value is equal to:

- (a) The Cash Value of the Policy; plus
- (b) The Cash Value of any Paid-Up Additions purchased by policy Dividends; plus
- (c) Any Dividends on Deposit; plus
- (d) The Cash Value of any rider attached to the Policy; less
- (e) Any Policy Loan Balance.

Surrender

You may surrender the Policy for its Net Cash Value during the lifetime of the Insured. We will determine the Net Cash Value as of the date we receive your request in writing. The Net Cash Value will be paid to you in one lump sum unless otherwise agreed to between You and Us. Unless otherwise stated in any rider, any part of a premium paid for coverage beyond the policy month in which you surrender the Policy will be refunded to you. The Policy will terminate on the date of surrender.

If you surrender the Policy within 31 days after the policy anniversary date, the Net Cash Value of the Policy will not be less than the Net Cash Value on that anniversary date, adjusted for any Loans or any Cash Value paid to you during the 31 day period.

We may defer payment of the Net Cash Value for up to six months. If we defer payment for 30 days or more, we will pay interest at a rate at least equal to the minimum required by law.

Cash values and net single premiums are based on the mortality table and the Nonforfeiture Interest Rate(s) shown on the Table of Guaranteed Values in the Policy Schedule.

Basis of Values

Any Cash Values and Paid-Up 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. A detailed statement of the method of computation of the values and benefits has been filed with the insurance supervisory official in the state where the policy is delivered.

All nonforfeiture values and Net Single Premiums for this Policy are based on the mortality table and interest rate(s) shown in the Policy Schedule. Nonforfeiture values and Net Single Premiums between policy anniversaries are interpolated based upon the values on policy anniversaries with allowance for partial premiums paid.

Dividends

While this Policy is In Force, except as Extended Term Insurance, it will be eligible to receive dividends. The amount will be set each year by Our Board of Directors. Dividends, if any, will be paid on the Anniversary Date.

You can elect one of these options:

- (a) Cash: Take the dividend payable in cash; or
- (b) Paid-Up Additions: Use the dividend to buy paid up additions. Paid-up Additions are additional amounts of death benefit to the Maturity Date. The Net Single Premium used to buy Paid-Up Additions and determine the Cash Value of any Paid-Up Additions purchased are described in the Basis of Values provision; or
- (c) Dividends On Deposit: Leave the dividend on deposit with Us to earn interest at a rate not less than the rate shown in the Policy Schedule; or
- (d) Reduced Premiums: Use the dividend to pay all or part of premiums due; or
- (e) Repay Loans: Use the dividend to repay Policy Loans and Loan Interest; or
- (f) Other Options: Any other options which may be offered by riders attached to the Policy.

You may choose one of the options at the time of the application. If none is chosen, Option (b) will be automatic. An option may be changed upon request in writing.

Withdrawals and Dividends used to Pay Premiums Due

All or a portion of Dividends on Deposit may be withdrawn at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The amount withdrawn will be paid to You in cash or may be used to pay all or part of premiums due. The Dividends on Deposit will be reduced by the amount withdrawn or used to pay premiums due.

All or a portion of Paid-Up Additions may be surrendered at any time, provided that the remaining Policy Cash Value equals or exceeds any Policy Loan Balance. The Cash Value of the Paid-Up Additions surrendered will be paid to You in cash or may be used to pay all or part of premiums due. The amount of Paid-Up Additions will be reduced by the Paid-Up Additions surrendered or used to pay premiums due.

ANNUAL MEETING OF POLICY OWNERS

The meeting of Policy Owners is held annually at the Company's Home Office in Rome, Georgia. The meeting is held on the second Monday in February at 10:00 a.m.



State Mutual Insurance Company

WHOLE LIFE INSURANCE POLICY

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

NEW ISSUE REINSTATEMENT of Policy # _____

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

PROPOSED INSURED	Full Legal Name of the Proposed Insured: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> First Middle Last </div>
	Any Previous Name: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Email Address: _____
	Best Time to Call: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Telephone #: (____) _____ Alternate Phone #: (____) _____
	Age: _____ Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed
	Date of Birth: _____ Place of Birth (State/Country): _____
	Social Security Number/Tax ID: _____
	Driver's License Number: _____ State of Issue: _____
	If Driver's License information is not provided, why not? _____
	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "no", provide alien registration #) _____
	How long have you resided in the United States? Years _____ Months _____
	Are you a member of the Armed Forces including the Reserves and are you currently deployed or expecting to be deployed outside of the US? <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	What is your occupation? _____
	Who is your current employer? _____ How long? _____
Employer Address: _____ City: _____ State: _____ Zip: _____	
What is your annual income:\$ _____ What is your net worth:\$ _____	
Have you had a mortgage or a refinance approved within the last 13 months? <input type="checkbox"/> Yes. <input type="checkbox"/> No.	
Have you, within the last 12 months, been the subject of any bankruptcy proceedings or are you currently in bankruptcy?.... <input type="checkbox"/> Yes. <input type="checkbox"/> No.	



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

MAILING ADDRESS	<p>Mailing Address <i>(The address to which the policy should be sent if other than the address shown in Proposed Insured section.)</i></p> <p>Addressee Name: _____ Relationship to Proposed Insured: _____</p> <p>Mailing Address: _____ City: _____ State: _____ Zip: _____</p>
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SECONDARY ADDRESSEE	<p>Secondary Addressee <i>(This person will receive copies of your overdue premium and lapse notices.)</i></p> <p>The Secondary Addressee is the same as: <input type="checkbox"/> Payor <input type="checkbox"/> Policy Owner <input type="checkbox"/> Other (If other, complete the following information.)</p> <p>Secondary Addressee Name: _____</p> <p>Relationship to Proposed Insured: _____</p> <p>Secondary Mailing Address: _____ City: _____ State: _____ Zip: _____</p>
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COVERAGE	<p><input type="checkbox"/> Plan Option A <input type="checkbox"/> Plan Option B <input type="checkbox"/> Plan Option C <input type="checkbox"/> Plan Option D <input type="checkbox"/> Plan Option E <input type="checkbox"/> Plan Option F</p> <p><input type="checkbox"/> Other: _____</p> <p>Face Amount: \$ _____ Term: _____ years</p> <p>Proposed Insured: <input type="checkbox"/> Nicotine rates <input type="checkbox"/> Non-nicotine rates</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Dividend Options: (if applicable)</p> <p><input type="checkbox"/> Paid-up Additions</p> <p><input type="checkbox"/> Premium Reduction</p> <p><input type="checkbox"/> On Deposit</p> <p><input type="checkbox"/> Pay in Cash</p> <p><input type="checkbox"/> Other: _____</p> </div> <div style="width: 45%;"> <p>Death Benefit Option: (Universal Life Policies Only)</p> <p><input type="checkbox"/> Level – <i>Specified Amount includes cash value</i></p> <p><input type="checkbox"/> Increasing – <i>Specified Amount plus cash value</i></p> <p><input type="checkbox"/> Return of Premium</p> <p><input type="checkbox"/> Other: _____</p> </div> </div> <p>Supplemental Coverage: (if applicable to the selected plan)</p> <p><input type="checkbox"/> Insured Term Rider \$ _____</p> <p><input type="checkbox"/> PUA Rider \$ _____</p> <p><input type="checkbox"/> Guaranteed Insurability Option Rider \$ _____</p> <p><input type="checkbox"/> Accidental Death Benefit Rider \$ _____</p> <p><input type="checkbox"/> Payor Waiver of Premium Benefit Rider for Death & Disability</p> <p><input type="checkbox"/> Exclude Terminal Illness Accelerated Death Benefits Rider</p> <p><input type="checkbox"/> Other Term Rider (Name of Rider Insured) _____ <input type="checkbox"/> Nicotine rates <input type="checkbox"/> Non-Nicotine rates</p> <p><input type="checkbox"/> Dependent Child Rider \$ _____</p> <p><input type="checkbox"/> Waiver of Premium Rider</p> <p><input type="checkbox"/> Waiver of Monthly Deductions (Universal Life Policies Only)</p> <p><input type="checkbox"/> Other: _____</p>
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State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper

POLICY OWNER (IF OTHER THAN PROPOSED INSURED)	Policy Owner is: <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Trust (if owned by Trust, provide a copy of Trust Document or Certification)
	Name of Policy Owner: _____ Date of Birth: _____
	Relationship to Proposed Insured: _____ SSN/Tax ID: _____
	Is the Policy Owner a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "no", provide alien registration #) _____
	How long has the Policy Owner resided in the United States? Years _____ Months _____
	Address: _____ City: _____ State: _____ Zip: _____
	Email Address: _____ Phone #: _____
	Authorized Trustee Name: _____ Date of Trust Agreement: _____
Policy Owner or Trustee Address: _____ City: _____ State: _____ Zip: _____	

PAYOR	The Premium Payor is the same as: <input type="checkbox"/> Proposed Insured <input type="checkbox"/> Policy Owner <input type="checkbox"/> Other (If other, complete the following information.)
	Name of Premium Payor: _____ Date of Birth: _____
	Relationship to Proposed Insured: _____ SSN/Tax ID: _____
	Is the Payor a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "no", provide alien registration _____)
	How long has the Payor resided in the United States? Years _____ Months _____
	Address: _____ City: _____ State: _____ Zip: _____
	Email Address: _____ Phone #: _____

BENEFICIARY	Beneficiary Name	Date of Birth	% of Benefit*	Relationship to Insured	SSN/Tax ID
	Beneficiary Class: Primary Name:				
	Beneficiary Class: Primary Name:				
	Beneficiary Class: Contingent Name:				
	Beneficiary Class: Contingent Name:				
<i>*If percentages are not designated, the distribution will be in equal shares within beneficiary class.</i>					



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

EXISTING COVERAGE & REPLACEMENT INFORMATION	<i>(Provide details to all "yes" answers in table below.)</i>					
	1. Will any life insurance or annuity contracts with State Mutual or any other company be replaced or changed as a result of this application? (If yes, complete the required replacement forms.) <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	2. Does any Proposed Insured have any existing life insurance or annuity contract(s) in force with State Mutual or any other company?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	3. Does any Proposed Insured have any application including reinstatement for life insurance or annuity contract(s) now pending with State Mutual or any other company? <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	4. Has any Proposed Insured applied for any life insurance or an annuity contract(s) with State Mutual or any other company in the last 90 days? <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	5. Has any Proposed Insured, within the past 5 years, had any application for life or health insurance rated-up, postponed, declined or denied reinstatement?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	Name of Insured	Company Name	Plan/Policy #	Life Insurance Amt	Year Issued	Replacement? Yes/No

AGREEMENT TO SELL, TRANSFER OR ASSIGN	1. Have you the Proposed Insured, Owner (if other than the Proposed Insured), or any beneficiary entered into or made plans to enter into any agreement or contract to sell or assign the ownership of, or a beneficial interest in the applied for policy?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	2. Have you the Proposed Insured, Owner (if other than the Proposed Insured), or any beneficiary, ever sold, transferred or assigned any life insurance policy to a third party, such as a viatical settlement entity, life settlement entity, insurance company, other secondary market provider, or premium financing entity, or have these persons ever received any inducement, fee or compensation as an incentive to purchase, sell, transfer or assign a policy?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	PROVIDE DETAILS OF ANY YES ANSWERS BELOW:					
	<p>NOTICE: State insurance law may prohibit the owner of a life insurance policy from entering into any agreement to sell, transfer or assign a life insurance policy prior to the date the policy was issued, or within a period of time specified by state law after the date the policy was issued. You should consult with legal advisors if you have any questions about these matters.</p>					



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

OTHER INSURED RIDERS	<i>Complete only for Other Insureds applying for coverage by Rider.</i>					
	Spouse Or Other Insured	Gender	Date of Birth	Age	Place of Birth	Occupation

DEPENDENT CHILDREN'S RIDER	<i>Complete for each Dependent Child to be Insured by Rider.</i>			
	If more space is needed, attach a separate, signed and dated sheet of paper.			
	Full Legal Name of Each Dependent Child	Gender	Date of Birth	Age

1. Has any Child to be insured been diagnosed with, or been treated by a member of the medical profession or other health care provider for any physical or mental disability, mental retardation or special need?..... Yes. No.

2. Has any Child to be insured been diagnosed with, or been treated by a member of the medical profession or other health care provider for any disorder of the heart; or have any surgeries or hospitalization been suggested which have yet to be completed? Yes. No.

For any 'Yes' response, please provide details:

PAYOR WAIVER OF PREMIUM RIDER	<i>Complete Only If Applying For Payor Waiver Of Premium Rider</i>					
	Payor Name	Gender	Date of Birth	Age	Place of Birth	Occupation
	1. Are you currently disabled or receiving Social Security Disability Benefits, Worker's Compensation, or other disability benefits from any other sources?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	2. Has the Payor in the past 24 months been diagnosed as having or advised by a member of the medical profession or other health care provider to have treatment for cancer (other than basal cell carcinoma), heart attack, stroke or transient ischemic attack (TIA or mini-stroke), alcohol or drug use? <input type="checkbox"/> Yes. <input type="checkbox"/> No.					

For any 'Yes' response, please provide details:



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

Proposed Insured is to complete all of the questions in the following Medical Information section. An additional copy must be completed for each of the Other Insured(s) and/or spouse applying for coverage by Rider.

Questions Being Completed for Proposed Insured (Name): _____

For any 'Yes' response, please provide additional information in the DETAILS section.

MEDICAL INFORMATION

1. Is someone other than the Proposed Insured completing this application? Yes. No.
2. Do you have a primary care physician?..... Yes. No.
If yes, provide the Physician's name, address and phone number here:

3. What date did you last see a physician or a member of the medical profession or a health care provider? _____
a. What was the reason for your last visit? _____
b. Were you referred to other medical providers or other health care providers for follow-up treatment?..... Yes. No.
(If 'yes', please provide details of treatment or medication prescribed, and the name and address of any other medical providers or other health care providers consulted or scheduled or recommended to see for consultation or treatment in **DETAILS** Section.)
4. What is your Height and Weight? Height _____ ft/in Weight _____ lbs
5. Has your weight changed by more than twenty pounds in the past year, excluding dieting or pregnancy?..... Yes. No.
6. Have you ever been diagnosed by a member of the medical profession or other health care provider with or tested positive for Human Immunodeficiency Virus (AIDS Virus) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)?..... Yes. No.
7. Have you ever been diagnosed or treated by a member of the medical profession or other health care provider for immune deficiency, anemia, recurrent fever, fatigue or unexplained weight loss, malaise, loss of appetite, diarrhea, fever of unknown origin, severe night sweats, unexplained or unusual infections or skin lesions, unexplained swelling of the lymph glands, Kaposi's Sarcoma, or Pneumocystis Carinii Pneumonia?..... Yes. No.
8. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; blockage or narrowing of the Arteries, Stroke, Congestive Heart Failure (CHF), Atherosclerosis, Coronary Artery Disease (CAD), Chest Pain, Angina, Heart Murmur, Irregular Heart Beat (Arrhythmia), Heart Attack (Myocardial Infarction), Transient Ischemic Attack (TIA or mini stroke), Aneurysm, Thrombosis, Circulatory Disorder, or any other Disease or Disorder of the Heart, Aorta, Coronary Arteries, Peripheral Vascular System, or Blood Vessels?..... Yes. No.
9. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Rheumatoid Arthritis, any Degenerative Muscle or Nerve Disease or Disorder, Muscle Weakness, Muscular Atrophy, Muscular System Disorder, Amyotrophic Lateral Sclerosis (ALS or Lou Gehrig's Disease), Myasthenia Gravis or Paralysis, Multiple Sclerosis, Muscular Dystrophy, Parkinson's Disease or Cerebral Palsy?..... Yes. No.
10. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Cystic Fibrosis, Chronic Bronchitis, Chronic Obstructive Pulmonary Disease (COPD), Sleep Apnea, Emphysema, Asthma or other Respiratory or Chronic Lung Disease or any other Disease or Disorder of the Respiratory System? Yes. No.
11. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider or required follow-up for: Learning Disorders, Attention Deficit Disorder (ADD /ADHD); Eating Disorder or any other Psychological (Emotional), Mental or Nervous Disorder; Memory Loss or Dysfunction; Depression or Anxiety that required Psychiatric Treatment, Drug or Alcohol Abuse; Bipolar Disease or Mood Disorder, Alzheimer's Disease, Schizophrenia, Dementia or Mental Retardation (including Down's Syndrome)? Yes. No.



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

For any 'Yes' response, please provide additional information in the DETAILS Section.

MEDICAL INFORMATION (Continued)

12. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; a Tumor or Cancer (excluding basal cell carcinoma of the skin), Malignant Neoplasm, Lymphoma, Melanoma, Leukemia, Cyst, Seizures, Hepatitis, Disorder of the Breast, Crohn's Disease, Colitis, Abnormal PAP Test, Anemia, Ulcer, or any Disorder of the Bladder, Digestive System, Skeletal System, Stomach, Genito-Urinary Tract, Prostate, Blood or Platelets? Yes. No.
13. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Systemic Lupus Erythematosus (SLE), Lupus, Scleroderma, or any Disease or Disorder of the Connective Tissue or Immune System (except AIDS)?..... Yes. No.
14. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for Pancreatitis, Hyperthyroidism, or any Disease or Disorder of the following: Blood, Kidney (other than kidney stones), Pancreas, Liver, Brain?..... Yes. No.
15. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Diabetes or Elevated Blood Sugar, Sugar in the Urine, Elevated Cholesterol or Hypertension (High Blood Pressure)? Yes. No.
16. Have you, within the past 5 years, been treated for, or been advised by a member of the medical profession or other health care provider to discontinue, decrease or seek treatment for drug or alcohol use?..... Yes. No.
17. Do you currently take more than 2 prescription medications for pain or do you consume, on average, more than 3 alcoholic beverages per day?..... Yes. No.
18. Have you, within the past 5 years, used controlled substances such as narcotics, cocaine, heroin, marijuana, amphetamines, hallucinogens or barbiturates not prescribed by a physician or have you abused over the counter medications?..... Yes. No.
19. Have you, within the last 24 months, used any form of tobacco, or nicotine products including cigarettes, cigars, pipes, chewing tobacco, snuff, nicotine patches or gum? Yes. No.
20. Have you, within the past 5 years, been a patient in any dependency program or halfway house? Yes. No.
21. Have you, within the past 5 years, been a patient in any hospital, clinic, nursing home, assisted living facility or other medical or long term care facility; or been seen in an emergency room (ER) or urgent care facility?..... Yes. No.
22. Have you, within the past 5 years, been advised by a member of the medical profession or other health care provider to have any diagnostic tests (except HIV tests), treatments, hospitalizations, surgical operations or medical or mental evaluations or consultations with any medical professionals, which have yet to be completed; or are you waiting for a diagnosis?..... Yes. No.
23. Have you, within the past 5 years, been disabled for more than 30 days or requested or received a Worker's Compensation or Social Security disability or disability income payment?..... Yes. No.
24. Within the past 5 years, have you been prescribed any medication, suffered from any disease or received any medical, mental or surgical health treatment for any condition that you have not previously disclosed? Yes. No.
25. Have you, within the past 5 years, been convicted of or pled guilty to a felony or misdemeanor or been incarcerated or served in a probation or parole program or do you have criminal charges pending?..... Yes. No.
26. Have you, within the past 5 years, had a driver's license revoked, denied or suspended; or been issued three or more moving violations; or been issued a violation for reckless driving or driving under the influence of alcohol and/or drugs?..... Yes. No.
27. Have you, within the past 2 years, engaged in, or do you plan within the next 2 years to engage in, any aviation activity other than as a fare-paying passenger on commercial airlines?.. Yes. No.



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

For any 'Yes' response, please provide additional information in DETAILS section :

- 28. Have you, within the past 2 years, engaged in, or do you plan within the next 2 years to engage in, any form of skin or scuba diving, hang-gliding, cave diving, cave exploration, parachuting or sky diving; mountain, rock or ice climbing; rodeo, bungee jumping, ballooning, competitive skiing, snowmobiling, snowboarding, motor racing or ultralight flying? Yes. No.
- 29. To the best of your knowledge and belief has any natural parent or sibling died of Diabetes, Cancer or Heart Disease prior to age 60? Yes. No.
- 30. Have either of your natural parents or any sibling(s) been diagnosed by a member of the medical profession with Heart Disease, Kidney Disease, Diabetes, Mental Illness or Attempted Suicide; Stroke or Cancer before the age of 65?.. Yes. No.
- 31. Do you intend to travel, live or work outside the United States or Canada within the next 2 years? Yes. No.
- 32. Have you, within the last 12 months, received, been advised to receive; or are you currently receiving chemotherapy, radiation or any other therapy for Cancer? Yes. No.
- 33. Have you been diagnosed by a member of the medical profession or other health care provider as having a life expectancy of 24 months or less?..... Yes. No.
- 34. Do you require any assistance with any of the following activities: bathing, dressing, toileting, indoor or outdoor mobility, eating; or do you use oxygen for a medical condition? Yes. No.
- 35. Have you, within the past 5 years, been treated by a member of the medical profession or other health care provider for, or been diagnosed as having Kidney Stones, Fibromyalgia, Gaucher's Disease, Gastro Esophageal Reflux Disease, Gout, Hypothyroid, Hyperlipidemia or Migraine? Yes. No.
- 36. In the past 2 years, have you been hospitalized or evaluated in an emergency room or immediate care center for a chronic illness requiring treatment or care by a member of the medical profession or other health care provider?.. Yes. No.
- 37. Have you, in the past 6 months, been hospitalized or admitted to a nursing facility or are you now confined in a nursing home?..... Yes. No.
- 38. Have you, within the last 12 months, used any form of tobacco or nicotine products including cigarettes, cigars, pipes, chewing tobacco, snuff, nicotine patches or gum?..... Yes. No.
- 39. Are you currently pregnant?..... Yes. No.

40. List any prescription drugs you are currently taking or have taken in the past 12 months:

Name of Drug	Reason for Taking	Dosage (mg/day)	How long?	Prescribed by:

MEDICAL INFORMATION (Continued)



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

*Please provide details for all questions answered "YES" including but not limited to the date of treatment/consultation, the reason/details of treatment, the duration of treatment and the name, address & phone number of the attending physician or member of the medical profession or health care provider or hospital.

DETAILS



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

I authorize State Mutual Insurance Company ("State Mutual") to make electronic debits or other forms of preauthorized withdrawals from my financial institution as indicated below. I understand that if a debit or withdrawal is not honored by the financial institution, State Mutual will consider the premium unpaid. Any debit or withdrawal returned due to insufficient funds may be re-deposited by State Mutual at its sole discretion. This authorization will remain in effect until written notice by the depositor/card holder is received by State Mutual. I further agree that if any such debit or withdrawal is not honored, whether with or without cause, State Mutual shall be under no liability whatsoever even though such dishonor results in the lapse of insurance, in accordance with the grace period.

Payment Mode: Annually Semi-Annually Quarterly Monthly Military Allotment
 Bi-Weekly (Federal Employee Allotment Only) Single Other _____

Payment Method: EFT Credit Card Other _____ Draw Date (Day of the Month): _____

Premium Quoted: \$ _____

Is premium included with application? Yes No If yes, indicate amount \$ _____

Elect Automatic Premium Loan? Yes No

Special Billing Instructions: _____

Name of Payor: _____

Payor Address: _____ City: _____ State: _____ Zip: _____

SSN#/TIN# : _____

I request that my premium payments be debited from my bank account as shown.

Name of bank depositor Bank Name & Branch Name, if any

Account Number ABA/Transit/Routing Number

Printed Name (As it appears on file with the financial institution) Date

Signature:

PREAUTHORIZED PAYMENT AUTHORIZATION



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

DECLARATION, AGREEMENT AND AUTHORIZATION TO RELEASE INFORMATION

I understand that I am applying for life insurance coverage issued by State Mutual Insurance Company ("State Mutual"). I understand and consent that this application and information obtained as part of this authorization can be used by State Mutual to evaluate my eligibility for life insurance coverage. I have read the application and I declare that each answer and statements given to the questions contained in this application is complete and true to the best of my knowledge and belief and are correctly recorded. The social security number shown on this application is my correct taxpayer identification, and I am not subject to back-up withholdings. I understand and agree that State Mutual will rely on these answers, and the answers and statements I may give in any other form, taken as a part of this application, as representations and not warranties and that no such statement shall void the policy unless it is contained in a written application and a copy of such application shall be endorsed upon or attached to the policy when issued. I also understand that State Mutual reserves the right to accept or deny this application after taking into account whatever information may be available to it, including availability as to coverage by its reinsurers.

I acknowledge receipt of the statement pertaining to MIB, Inc. (formerly known as the Medical Information Bureau), and the notice of State Mutual's Information Practices.

I understand that the statements and answers in the application are the basis for any policy issued by State Mutual, and that no information will be considered to have been given to State Mutual unless it is stated in the application. I understand that a sales representative or medical examiner does not have State Mutual's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of the application, policy or receipt, as applicable.

I agree that the coverage will be effective on its date of issue if the: (a) health; (b) avocations; (c) occupation; and (d) any other condition which has an effect on the insurable status of anyone who is to be insured has not changed since the date it was applied for. The issue date will be shown in the Schedule Page of the Policy, provided one is issued. I understand that State Mutual will have no liability until a policy is issued on this application and delivered to and accepted by the owner and the first premium is paid in full while the insured is alive; however, if the first full premium is paid and a Temporary Life Insurance Agreement and Receipt is given, State Mutual will be liable only as set out in that Agreement.

I, the Proposed Insured, authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy, pharmacy benefit manager or other medical or medically related facility, insurance or reinsurance company, MIB, Inc. or other organization, institution, consumer reporting agency, employer or person that has any records or knowledge of me or my health to give to State Mutual any information they might have regarding the diagnosis, treatment, prescription and prognosis of any physical or mental condition, my driving record, avocations, credit history, insurance history, occupation, character and hobbies, as applicable. To facilitate the rapid transmission of such information, I authorize all said sources, except MIB, Inc., to give such records or knowledge to any agency employed by State Mutual to collect and transmit such information. I authorize State Mutual or its reinsurers to make a brief report of my protected health information to MIB, Inc.

I agree that this authorization shall remain in effect for two years (24 months) from the date that it is signed and that a copy of it shall be as valid as the original. I understand that the information obtained with this authorization shall be used to evaluate my application for insurance. I also understand that I, or someone I authorize to act on my behalf, may obtain a copy of this authorization. I also understand that I have the right to revoke this authorization at any time.

All or part of such information may be disclosed to a physician of my choosing, my insurance agent, MIB, Inc., or to other persons or organizations performing business or legal services in connection with this application, including reinsuring companies and as may be required by law.

Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of criminal offense and subject to penalties under state law.

Signature of Proposed Insured: _____
Name Signed at: City/State Date

Voice Signature on File: _____ Reference Number: _____

Signature of Spouse or Other Insured: _____
(If applicable) Name Signed at: City/State Date

Signature of Owner : _____
(if other than Proposed Insured)* Name Signed at: City/State Date

*If Owner is a Corporation, Partnership or Trust, then a Corporate Officer, Partner or the Trustee must sign and state title.

Witness Signature (Soliciting Agent): _____



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

AGENT CERTIFICATION	To the best of your knowledge, will the coverage applied for replace any life or annuity coverage now in force on the life of any proposed insured? (If yes, complete appropriate state replacement forms.) <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	Does any Proposed Insured have existing life insurance or annuity contracts in force? <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	Purpose of Insurance:
	Personal: <input type="checkbox"/> Income Replacement Business: <input type="checkbox"/> Key Person Other: _____
	<input type="checkbox"/> Estate Conservation <input type="checkbox"/> Stock Redemption
	<input type="checkbox"/> Debt Repayment <input type="checkbox"/> Loan Indemnification
	How well do you know the Proposed Insured? <input type="checkbox"/> Just met <input type="checkbox"/> Previously Acquainted <input type="checkbox"/> Known well <input type="checkbox"/> Relative
	How long have you known the Proposed Insured? _____
	Did you personally see the Proposed Insured at the time this application was completed?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	Printed Name of Agent: _____ Date: _____
Agent's Company No: _____ Agent's State License Number: _____	
Email Address of Agent: _____ Telephone Number of Agent: _____	
_____ Signature of Licensed Agent:	



State Mutual Insurance Company

ACCIDENTAL DEATH BENEFIT RIDER

STATE MUTUAL INSURANCE COMPANY has issued this Rider as a part of the Policy to which it is attached. This Rider is issued in consideration of the application and payment of the required premiums as shown in the Policy Schedule. This Rider is subject to the provisions of the Policy unless otherwise stated in this Rider.

Definitions

Rider Issue Date is the date from which the contestable and suicide periods for this Rider are measured. The Rider Issue Date for this Rider is shown in the Policy Schedule.

Rider Expiry Date is the date this Rider will terminate as shown in the Policy Schedule Page unless terminated earlier as described in the Termination Provision.

Rider Insured is the same as the Insured under the Policy.

Accidental Injury means an accidental bodily injury sustained by the Insured which is a direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while the Rider is In Force.

Accidental Death is a death due to Accidental Injury; the death must occur within 180 days after the date of the Accidental Injury.

The Benefit

The benefit provided by this Rider is a death benefit for the Accidental Death of the Rider Insured. We agree to pay the Accidental Death Benefit if all the conditions of this Rider are met and none of the Exclusions in the Rider apply. Any amount due under this Rider will be added to the death benefit provided by the Policy. The benefit amount for this Rider is shown in the Policy Schedule Page.

Beneficiary

Payment will be made to the Beneficiary of the Policy to which this Rider is attached, unless You designate a different beneficiary for this Rider per the Beneficiary provision of the Policy.

Accidental Death Benefit

To pay any benefit under this Rider, We require that due proof of Accidental Death be given to us at our Administrative Office. This proof must show that the Insured's death occurred:

- (a) Directly, and independently of all other causes, from the Accidental Injury.
- (b) Within 180 days from the date of the Accidental Injury. Failure to give timely notice shall not, however, disqualify any claim if it can be shown that it was given as soon as was reasonably possible.
- (c) While this Rider was in full force.

Unless prohibited by law, We reserve the right to examine the body and have an autopsy done at Our expense.

Exclusions

This benefit shall not be payable if the Accidental Death of the Insured resulted directly or indirectly from any of the following:

- (a) Suicide or intentionally self-inflicted injury, while sane or insane.
- (b) War, declared or undeclared, or any act of war, whether or not the Insured is in military service. "War" includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of another country, combination of countries or international organization. "Act of war" means any act peculiar to military, naval or air operations in time of war.
- (c) Committing or attempting to commit a felony.
- (d) Travel in or descent from an aircraft, if the Insured acted in a capacity other than as a fare-paying passenger on a commercial aircraft.
- (e) Travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, or used for travel beyond the earth's atmosphere.
- (f) The use of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions.
- (g) Intoxication, as defined by the jurisdiction where the accident occurred.
- (h) Bungee jumping, rock or mountain climbing, or aeronautics (hang-gliding, skydiving, parachuting, ultralight, soaring, underwater cave diving, ballooning or parasailing).
- (i) Voluntary intake or use by any means of poison, gas or fumes, unless a direct result of an occupational accident.
- (j) Bodily or mental illness, disease or infirmity of any kind or medical or surgical treatment for any such disease or infirmity; infection not occurring as a direct result or consequence of the accidental bodily injury.
- (k) Participating or engaging in a riot, insurrection or terrorist activity.
- (l) Fatal injury caused or contributed by riding or driving an air, land or water vehicle in a race, speed or endurance contest.
- (m) Participation in an illegal occupation or activity.
- (n) Death occurring while the Insured is incarcerated.

Termination

This Rider will terminate on the earliest of:

- (a) The date We receive Your written notice to cancel this Rider. We will refund the portion of premium paid for this Rider beyond the policy month in which we receive Your notice.
- (b) The date the Policy terminates with or without value.
- (c) The due date of any premium for this Rider if the premium remains unpaid after the Grace Period.
- (d) The Rider Expiry Date shown in the Policy Schedule.
- (e) The date the Policy becomes paid-up with no further premiums due.
- (f) The date of death of the Insured.
- (g) The date any change is made to the Policy unless We agree that this Rider may continue.

Termination of this Rider shall not impair the payment of benefits for any accident that occurred while the Rider was In Force.

Rider Cash Values

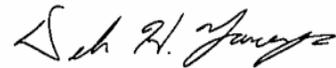
This Rider does not have cash values or loan values.

Signed for **STATE MUTUAL INSURANCE COMPANY** at its Home Office in Rome, Georgia, on the Issue Date of this Rider.

[



Secretary



President

]

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

GUARANTEED INSURABILITY OPTION RIDER

STATE MUTUAL INSURANCE COMPANY has issued this Rider as a part of the Policy to which it is attached. This Rider is issued in consideration of the application and payment of the required premiums as shown in the Policy Schedule. This Rider is subject to the provisions of the Policy unless otherwise stated in this Rider.

Definitions

Rider Issue Date is the date from which the contestable and suicide periods for this Rider are measured. The Rider Issue Date for this Rider is shown in the Policy Schedule.

Rider Expiry Date is the date this Rider will terminate as shown in the Policy Schedule Page unless terminated earlier as described in the Termination Provision.

Rider Insured means the person shown in the Policy Schedule for this Rider whose life is to be insured under the purchase of additional insurance under this Rider.

The Benefit

This Rider will permit the purchase of additional insurance policies, without evidence of insurability on the life of the Rider Insured as shown in the Policy Schedule for this Rider subject to the Conditions for Exercising Options provision. An additional insurance policy may be purchased on each Regular Option Date or on a Special Option Date. The Policy and this Rider must be In Force on the date of purchase of the additional insurance while the Rider Insured is alive.

Regular Option Dates

Unless an Option Date is advanced under the Special Option Dates provision, a Regular Option Date shall occur on each anniversary date shown in the Policy Schedule for this Rider

If the Rider Insured dies before a purchase option date, any additional life insurance benefits which have been applied for will not take effect and any premium paid for such insurance will be refunded.

Special Option Dates

After the Special Options Start Date shown in the Policy Schedule for this Rider and prior any next Regular Option Date shown in the Policy Schedule for this Rider, the Policy Owner may advance the next scheduled Regular Option Date upon the occurrence of any of the following:

- (a) The lawful marriage of the Rider Insured; or
- (b) The birth or legal adoption of a child by the Rider Insured.

If additional insurance is purchased under a Special Option Date, then no additional insurance may be purchased under this Rider on the next scheduled Regular Option Date.

Conditions for Exercising Options

The following conditions must be satisfied in order to exercise a purchase option under this Rider:

- (a) To purchase additional insurance on a Regular Option Date, the Policy Owner must make request in writing and pay the required first premium during the 60-day period immediately prior to the Option Date. The Policy Date of the additional insurance will be the date of the Regular Option Date elected. The Rider Insured must be living on the Policy Date for the new policy.
- (b) When an Option Date is advanced through the exercise of the Special Option Dates provision, the first premium must be paid within the 30-day period after the Special Option Date. The Policy Date will be a date we approve within 30 days after the first premium is paid. The Rider Insured must be living on the policy date for the new policy.
- (c) The amount of insurance which may be purchased on each Option Date shall not be less than our minimum issue amount for the plan selected nor greater than the Option Amount shown in the Policy Schedule Page for this Rider.
- (d) The new policy purchased under this benefit may be any permanent whole life policy We offer when the purchase Option is exercised. Premium rates, eligibility, and amounts available for the new policy will be based upon our current rates, issue rules, and issue limits for the new policy as of the new policy date. The new policy will include any limitations provided by amendments, endorsements, or other agreements that are included on this Policy. The Owner and Beneficiary on the new policy will be the same as for this Policy at the time the option is elected. The premium rate for the new policy will be based on the policy selected, the amount of insurance, the Attained Age of the Rider Insured and the premium class for the policy. The premium class of the new policy will be the same as for this Policy, unless such class is not available on the new policy under our rules for new issues, in which case the premium class applied to the new policy will not be less favorable to the Rider Insured than for this Policy. We will always make at least one plan available in any jurisdiction where we are licensed to issue policies for the Option Amount shown in the Policy Schedule for this Rider.
- (e) Riders and supplemental benefits may be included with the new policy only with Our consent.
- (f) We must receive the written consent of the Rider Insured.

Termination

This Rider will terminate on the earliest of:

- (a) The date We receive Your written notice to cancel this Rider. We will refund the portion of premium paid for this Rider beyond the policy month in which we receive Your notice.
- (b) The date the Policy terminates with or without value.
- (c) The due date of any premium for this Rider if the premium remains unpaid after the Grace Period.
- (d) The Rider Expiry Date shown in the Policy Schedule.
- (e) The date the Policy becomes paid-up with no further premiums due.
- (f) The date of death of the Rider Insured.
- (g) The date when no future Option Dates remain.
- (h) The date any change is made to the Policy unless We agree that this Rider may continue.

Rider Cash Values

This Rider does not have cash values or loan values.

Signed for **STATE MUTUAL INSURANCE COMPANY** at its Home Office in Rome, Georgia on the Rider Issue Date.

[


Secretary


President

]

STATE MUTUAL INSURANCE COMPANY

[HOME OFFICE: Rome, Georgia

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:

Administrative Office

**P.O. Box 10863
Clearwater, FL 33757-8863**

Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

PAYOR WAIVER OF PREMIUM DEATH AND DISABILITY RIDER

STATE MUTUAL INSURANCE COMPANY has issued this Rider as a part of the Policy to which it is attached. It is issued in consideration of the application and payment of the required premiums as shown in the Policy Schedule. This Rider is subject to the provisions of the Policy unless otherwise stated in this Rider.

Definitions

Rider Issue Date is the date from which the contestable and suicide periods for this Rider are measured. The Rider Issue Date for this Rider is shown in the Policy Schedule.

Rider Expiry Date is the date this Rider will terminate as shown in the Policy Schedule Page unless terminated earlier as described in the Termination Provision.

Payor means the person specified as the payor of premiums in the application for the Policy. The Payor is the person insured for waiver of premium benefits during Total Disability or death as defined in this Rider. The Rider Payor is shown in the Policy Schedule.

The Benefit

We will waive the payment of premiums for the Policy and all riders, unless otherwise stated in this Rider, during a period of the Payor's Total Disability as defined in this Rider while this Rider is In Force. In addition, we will waive payment of premiums for the Policy and all Riders which become due after the Payor's death while this Rider is In Force up until the Expiry Date of this Rider. If this waiver benefit is in effect, all benefits included under the Policy or any other riders shall continue In Force unless otherwise stated in the Policy or the other riders.

Total Disability

Total Disability of the Payor must be continuous for at least six consecutive months while this Rider is In Force. During the first 24 months of continuous disability, "Total Disability" means the Payor's inability, due to accidental bodily injury or sickness, to engage in his or her regular occupation. After 24 months of continuous disability, Total Disability means the Payor's inability, due to accidental bodily injury or sickness, to engage in any occupation for which he or she is reasonably fitted by education, training or experience. Partial disabilities are not covered by this Rider.

The Payor's complete and permanent loss of sight of both eyes or use of two or more extremities (hand or foot) also constitutes Total Disability.

Premiums During Total Disability or After Death of the Payor

Premiums which become due during Total Disability and prior to our acceptance of proof of disability must be paid. Any premium paid and which later qualifies for waiver will be refunded. Any premium not paid and which later qualifies for waiver will be waived. No premium is qualified for waiver if its due date was more than six months before the date we received proof of Total Disability. If Payor's Total Disability or death begins during a Grace Period, payment of the overdue premium is required to avoid Policy Lapse before the Company approves the claim for the waiver benefit. The frequency of premium payment may not be changed while premiums are being waived.

Policy Benefits Not Reduced

Waived premiums will not reduce any benefit provided by the Policy and all privileges afforded by the Policy will be the same as if the waived premiums had been paid. Premiums waived shall not be deducted from the Policy proceeds.

Exclusions

No premiums will be waived if the death or Total Disability of the Payor results from:

- (a) Payor's suicide or intentionally self-inflicted injury, whether sane or insane;
- (b) Payor's bodily injury or disease of the Payor manifested before the Issue Date of this Rider;
- (c) The Payor's Total Disability caused or contributed to by "war" or "act of war". "War" includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of another country, combination of countries or international organization. "Act of war" means any act peculiar to military, naval or air operations in time of war;
- (d) The Payor's Total Disability or death caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- (e) The Payor's Total Disability or death caused or contributed to by committing or attempting to commit a felony;
- (f) The Payor's Total Disability or death caused or materially contributed to by voluntary intake or use by any means of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or poison, gas or fumes, unless a direct result of an occupational accident;
- (g) The Payor's Total Disability or death caused or contributed to by intoxication as defined by the jurisdiction where the total disability or death occurred;
- (h) The Payor's Total Disability caused or materially contributed to by participation in an illegal occupation or activity.

Suicide

If the Payor, whether sane or insane, commits suicide within two years after the Rider Issue Date, our liability hereunder will be limited to the premiums paid for this Rider.

Misstatement of Payor's Age or Sex

The Misstatement of Age or Sex provision of the Policy shall also be read to apply to the Payor insured under this waiver benefit.

Notice of Proof of Total Disability of Payor

Total Disability of the Payor must begin while this Rider is in effect. Written notice and proof of Total Disability must be given to us at our Administrative Office while the Payor is living and Totally Disabled not more than 6 months after the date this Rider terminates. If notice and proof are not given to Us within the time required, We will not waive any premiums unless it is shown that notice and proof were given as soon as reasonably possible.

Notice of Proof of Death of Payor

The Payor's death must occur while this Rider is in effect. Written notice and proof of Payor's death must be given to Us at Our Administrative Office no more than 6 months after the date this Rider terminates. If notice and proof are not given to us within the time required, We will not waive any premiums unless it is shown that notice and proof were given as soon as reasonably possible.

Continuance of Total Disability

During the first 24 months after We approve the claim for the waiver benefit due to Total Disability, We may require proof of continued Total Disability at reasonable intervals not more frequently than once every 30 days. After such specified time, we will not require proof more often than once every 12 months. When the Payor is no longer totally disabled, or if proof satisfactory to Us is not furnished, we will not waive any further premiums.

As part of the due proof requirement We may, at Our expense, have Our designated physician examine the Payor. No further premiums will be waived if the Insured refuses to submit to a medical examination.

Termination

This Rider will terminate on the earliest of:

- (a) The date We receive Your written notice to cancel this Rider. We will refund the portion of premium paid for this Rider beyond the policy month in which we receive Your notice.
- (b) The date the Policy terminates with or without value.
- (c) The due date of any premium for this Rider if the premium remains unpaid after the Grace Period.
- (d) The Rider Expiry Date shown in the Policy Schedule.
- (e) The date the Policy becomes paid-up with no further premiums due.
- (f) The date of death of the Insured.
- (g) The date any change is made to the Policy unless We agree that this Rider may continue.

Termination of this Rider will not impair the right to have premiums waived during Total Disability which starts before the termination date or after the Payor's death if it occurs before the termination date.

Rider Cash Values

This Rider does not have cash values or loan values.

Signed for **STATE MUTUAL INSURANCE COMPANY** at its Home Office in Rome, Georgia on the Rider Issue Date.

[


Secretary


President

]

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
Tel: 800.241.7598 or Fax: 727.373.4570

www.StateMutualInsurance.com]



State Mutual Insurance Company

WAIVER OF PREMIUM DISABILITY RIDER

STATE MUTUAL INSURANCE COMPANY has issued this Rider as a part of the Policy to which it is attached. It is issued in consideration of the application and payment of the required premiums as shown in the Policy Schedule. This Rider is subject to the provisions of the Policy unless otherwise stated in this Rider.

Definitions

Rider Issue Date is the date from which the contestable and suicide periods for this Rider are measured. The Rider Issue Date for this Rider is shown in the Policy Schedule.

Rider Expiry Date is the date this Rider will terminate as shown in the Policy Schedule Page unless terminated earlier as described in the Termination Provision.

The Benefit

We will waive the payment of premiums for the Policy and all riders, unless otherwise stated in this Rider, during a period of the Insured's Total Disability as defined in this Rider while this Rider is In Force. If Total Disability starts prior to the Insured's Attained Age 60 and is continuous to and beyond the Rider Expiry Date, we will continue to waive the payment of premiums beyond the Rider Expiry Date to the end of the premium paying period for the continuous duration of that Total Disability. If that Total Disability ends, this Rider terminates and no further premiums will be waived. If this waiver benefit is in effect, all benefits included under the Policy or any other riders shall continue In Force unless otherwise stated in the Policy or the other riders.

Total Disability

Total Disability must be continuous for at least six consecutive months while this Rider is In Force. During the first 24 months of continuous Total Disability, "Total Disability" means the Insured's inability, due to accidental bodily injury or sickness, to engage in his or her regular occupation. After 24 months of continuous Total Disability, Total Disability means the Insured's inability, due to accidental bodily injury or sickness, to engage in any occupation for which he or she is reasonably fitted by education, training or experience. Partial disabilities are not covered by this Rider.

The Insured's complete and permanent loss of sight of both eyes or use of two or more extremities (hand or foot) also constitutes Total Disability.

Premiums During Total Disability

Premiums which become due during Total Disability and prior to Our acceptance of proof of disability should be paid. Any premium paid which later qualifies for waiver will be refunded. Any premium not paid which later qualifies for waiver will be waived. No premium is qualified for waiver if its due date was more than six months before the date we received proof of Total Disability. If Total Disability begins during a Grace Period, payment of the overdue premium is required to avoid Policy Lapse before the Company approves the claim for the waiver benefit. The frequency of premium payment may not be changed while premiums are being waived.

Policy Benefits Not Reduced

Waived premiums will not reduce any benefit provided by the Policy and all privileges afforded by the Policy will be the same as if the waived premiums had been paid. Premiums waived will not be deducted from the Policy proceeds.

Exclusions

No premiums will be waived if the Total Disability results from:

- (a) Attempted suicide or intentionally self-inflicted injury, whether sane or insane;
- (b) Bodily injury or disease manifested before the Issue Date of this Rider;
- (c) Total Disability caused or contributed to by "war" or "act of war". "War" includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of another country, combination of countries or international organizations. "Act of war" means any act peculiar to military, naval or air operations in time of war;
- (d) Total Disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- (e) Total Disability caused or contributed to by committing or attempting to commit a felony;
- (f) Total Disability caused or materially contributed to by voluntary intake or use by any means of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or poison, gas or fumes, unless a direct result of an occupational accident;
- (g) Total Disability caused or contributed to by intoxication as defined by the jurisdiction where the total disability occurred;
- (h) Total Disability caused or materially contributed to by participation in an illegal occupation or activity.

Notice of Proof of Total Disability

Total Disability of the Insured must begin while this Rider is in effect. Written notice and proof of Total Disability must be given to Us at our Administrative Office while the Insured is living and totally disabled and not more than 6 months after the date this Rider terminates. If notice and proof are not given to Us within the time required, We will not waive any premiums unless it is shown that notice and proof were given as soon as reasonably possible.

Continuance of Total Disability

During the first 24 months after We approve the claim for the waiver benefit, We may require proof of continued Total Disability at reasonable intervals not more frequently than once every 30 days. After such specified period of time, We will not require proof more often than once every 12 months. When the Insured is no longer totally disabled, or if proof satisfactory to Us is not furnished, We will not waive any further premiums.

As part of the due proof requirement We may, at Our expense, have Our designated physician examine the Insured. No further premiums will be waived if the Insured refuses to submit to a medical examination.

Termination

This Rider will terminate on the earliest of:

- (a) The date We receive Your written notice to cancel this Rider. We will refund the portion of premium paid for this Rider beyond the policy month in which we receive Your notice.
- (b) The date the Policy terminates with or without value.
- (c) The due date of any premium for this Rider if the premium remains unpaid after the Grace Period.
- (d) The Rider Expiry Date shown in the Policy Schedule unless extended as described in the Benefit provision.
- (e) The date the Policy becomes paid-up with no further premiums due.
- (f) The date of death of the Insured.
- (g) The date any change is made to the Policy unless We agree that this Rider may continue.

Termination of this Rider will not impair the right to have premiums waived during Total Disability which starts before the termination date.

Rider Cash Values

This Rider does not have cash values or loan values.

Signed for the Company at its Home Office in Rome, Georgia, as of the Rider Issue Date.

[


Secretary


President

]

STATE MUTUAL INSURANCE COMPANY

[HOME OFFICE: Rome, Georgia

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:

Administrative Office

P.O. Box 10863

Clearwater, FL 33757-8863

Tel: 800.241.7598 or Fax: 727.373.4570]

[www.StateMutualInsurance.com]



State Mutual Insurance Company

DEPENDENT CHILDREN'S INSURANCE RIDER

This Rider is Convertible

STATE MUTUAL INSURANCE COMPANY has issued this Rider as a part of the Policy to which it is attached. This Rider is issued in consideration of the application and payment of the required premiums as shown in the Policy Schedule Page. This Rider is subject to the provisions of the Policy unless otherwise stated in this Rider.

Definitions

Rider Issue Date is the date from which the contestable and suicide periods for this Rider are measured. The Rider Issue Date for this Rider is shown in the Policy Schedule.

Rider Expiry Date is the date this Rider will terminate as shown in the Policy Schedule Page unless terminated earlier as described in the Termination Provision.

Insured refers to the Insured under the Policy.

Dependent Child is a child, stepchild or legally adopted child of the Insured who is more than 15 days old, less than 25 years old and for whom the Insured assumes financial responsibility and who is:

- (a) Named in the application for this Rider; or
- (b) Born to the Insured after the date of the application for this Rider; or
- (c) Adopted by the Insured before the age of 18 and after the date of the application for this Rider.

A Dependent Child's eligibility will not be based upon the marital status of the Insured.

The Benefit

The benefit provided by this Rider is a death benefit for each Dependent Child of the Insured. Upon receipt of proof that a Dependent Child died before his or her 25th birthday and while this Rider is In Force, We will pay the Dependent Child Rider Death Benefit if all conditions of this Rider are met. The Death Benefit will be the amount shown on the Policy Schedule as applicable to each Dependent Child. Except as provided in the Conversion provision, insurance on the Dependent Child terminates on his or her 25th birthday or on the date this Rider terminates, if earlier.

If the Dependent Child dies simultaneously with the Insured as a result of a common disaster, or within fifteen (15) days after the death of the Insured as a result of a common disaster, the Dependent Child Death Benefit will be paid to the Beneficiary of the Policy. Should any child survive the Insured for more than fifteen (15) days and then die as a result of a common disaster, the Death Benefit will be paid to the estate of such child.

Beneficiary

Payment will be made to the Beneficiary of the Policy to which this Rider is attached, unless You designate a different beneficiary for this Rider according to the Beneficiary provisions of the Policy.

Contestability

This Rider will not be contested with respect to the Insured and each Dependent Child after it has been In Force, during Insured's lifetime, for a period of two years from the later of:

- (a) The Issue Date of the Policy; or
- (b) The Issue Date of this Rider; or
- (c) The last Reinstatement Date, if any.

Contestability of reinstatement shall be based solely on material statements made in the application for reinstatement.

Conversion

Any Dependent Child whose insurance under this Rider expires due to attaining age 25 or due to reaching the Rider Expiry Date, may convert such insurance without evidence of insurability, subject to the following conditions:

- (a) Written application for conversion must be made on or before the date the insurance for the Dependent Child under this Rider expires, and the first premium must be paid within 31 days thereafter and while the Dependent Child is living. The policy date of the new policy shall be the date this insurance expires. The insurance will become effective upon payment of the first premium.
- (b) The Dependent Child may elect to have the new policy issued for a maximum amount up to five times the Dependent Child's death benefit under this Rider. The minimum amount for the new policy will be the greater of the Dependent Child Rider Death Benefit and the minimum death benefit We offer on the new policy.
- (a) The new policy purchased under this benefit may be any permanent whole life policy We offer on the conversion date. Premium rates, eligibility, and amounts available for the new policy will be based upon our current rates, issue rules, and issue limits for the new policy as of the new policy date. Premiums for the converted policy will be based on a standard premium class for the new form on the conversion date for the Dependent Child's Attained Age. We will always make at least one plan available in any jurisdiction where we are licensed to issue policies for the maximum conversion amount allowed under this Rider.
- (c) Riders and supplemental benefits may be included with the new policy only with Our consent.

Paid-Up Term Insurance

If the Insured dies while this Rider is In Force, any life insurance benefit on a Dependent Child then In Force under this Rider will be continued In Force as paid-up term insurance to such child's 25th birthday, or until the date this Rider was scheduled to terminate, if earlier. Such paid-up insurance shall have a cash value. Upon written request, paid-up insurance under this Rider may be surrendered at any time for its cash value. The paid-up insurance does not share in dividends.

We may defer payment of the cash value for up to six months. If we defer payment for 30 days or more, we will pay interest at a rate at least equal to the minimum required by law.

If the paid-up insurance under this Rider is surrendered within 31 days after a policy anniversary date, the cash value will not be less than the cash value on that anniversary date.

Cash values for this paid-up insurance are calculated as described in the Basis of Values provision of the Policy for Extended Term Insurance.

The Dependent Child will be the Owner of the paid-up insurance if he or she has reached the age of majority at the death of the Insured. Otherwise the legal guardian of the Dependent Child will be the Owner.

Dependent Child Suicide Exclusion

No benefits will be payable if any Dependent Child dies by suicide within two years from the Rider Issue Date.

Termination

This Rider terminates on the earliest of:

- (a) The date We receive Your written notice to cancel this Rider. We will refund the portion of premium paid for this Rider beyond the policy month in which we receive Your notice.
- (b) The date the Policy terminates with or without value except as provided in the Paid-Up Term Insurance provision.
- (c) The due date of any premium for this Rider if the premium remains unpaid after the Grace Period.
- (d) The Rider Expiry Date shown in the Policy Schedule.
- (e) The date the Policy becomes paid-up with no further premiums due.
- (f) The date of death of the Insured except as provided in the Paid-Up Term Insurance provision.
- (g) The date any change is made to the Policy unless We agree that this Rider may continue.

Rider Cash Values

This Rider does not have cash values or loan values except as provided under the Paid-up Term Insurance provision.

Signed for the Company at its Home Office in Rome, Georgia, as of the Rider Issue Date.

[


Secretary


President

]

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia

To file a claim, or ask a question, you may contact the Company at:

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www.StateMutualInsurance.com



State Mutual Insurance Company

TERMINAL ILLNESS ACCELERATED DEATH BENEFIT RIDER

STATE MUTUAL INSURANCE COMPANY has issued this Rider as a part of the Policy to which it is attached. It is issued in consideration of the application. There is no additional premium or charge for this Rider prior to the time that you request benefits under this Rider. This Rider is subject to the provisions of the Policy unless otherwise stated in this Rider.

Important Disclosures

Death benefits, cash values, and loan values, if any, will be reduced if an Accelerated Death Benefit is paid. The Accelerated Death Benefit, related charges, interest, discounts or liens, if applicable, and the balance of the death benefit of the life insurance contract shall constitute full settlement on maturity of the face amount of the contract. For term contracts, no additional balance is available at the end of the term period.

The Accelerated Benefit offered under this rider may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the Accelerated Benefits qualify for favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to Accelerated Benefits are complex. **You are advised to consult with a qualified tax advisor about circumstances under which you could receive Accelerated Benefits excludable from income under federal law.**

Receipt of an Accelerated Benefit may affect you, your spouse or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. **You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect you, your spouse, and your family's eligibility for public assistance.**

Definitions

Rider Issue Date is the date from which the contestable and suicide periods for this Rider are measured. The Rider Issue Date for this Rider is shown in the Policy Schedule.

Rider Expiry Date is the date this Rider will terminate as shown in the Policy Schedule Page unless terminated earlier as described in the Termination Provision.

Accelerated Death Benefit is the amount of the Death Benefit that the Owner can elect to receive when the Insured is determined to be Terminally Ill. We will pay this Accelerated Death Benefit less certain adjustments described in this Rider.

Terminally Ill is when the Insured has a life expectancy of 12 months or less due to an illness or physical condition. We will require proof satisfactory to us that the Insured is Terminally Ill. This proof will include, but is not limited to, certification by a physician.

Physician must be a physician licensed and practicing within the scope of his or her license, within the United States. The physician may not be the Owner, the Insured, or related to either by blood or marriage.

Accelerated Death Benefit

The Owner may elect to have a portion of the Death Benefit accelerated when the Insured is found to be Terminally Ill, subject to the terms and conditions described.

The Accelerated Death Benefit is payable to You, the Owner, or Your Estate, unless You have otherwise designated or assigned the benefit to be payable to someone else. The Accelerated Death Benefit is due to be paid when due proof is received by Us. Any delay by Us in payment of the Accelerated Death Benefit is subject to the same requirements and interest payments defined in the Policy for payment of the Death Benefit.

The maximum Accelerated Death Benefit which may be elected under this Policy is the lesser of:

- (a) 50% of the Applicable Death Benefit of the Policy as of the date we receive proof of life expectancy; or
- (b) \$150,000.

For this purpose, the Applicable Death Benefit equals the death benefit payable under the Policy less any current Policy Loan Balance, excluding any death benefits provided for other insureds by other riders unless otherwise stated in those riders, and excluding any term death benefits provided by dividend or by other riders that are set to expire within 12 months from the date we receive proof that the Insured is Terminally Ill.

The minimum Accelerated Death Benefit which may be elected under this policy is \$5,000.

Only one Accelerated Benefit payment in a single lump sum may be paid under this Rider.

Accelerated Death Benefit Policy Lien

We will treat the Accelerated Death Benefit payment as a Lien against the Policy. We will charge and accumulate monthly interest on the amount accelerated. The maximum annual rate of interest we will charge will be the greater of:

- (a) 7%, or;
- (b) The current 90 day US Treasury Bill rate in effect on the date that the Accelerated Death Benefit is paid. If this rate becomes no longer available, We will substitute another rate approved by the Interstate Insurance Product Regulation Commission.

The interest rate on the portion of the lien that equals the cash value of the Policy will not exceed the interest rate used for Policy Loans on the Policy, if any.

Administrative Fee

We will charge an administrative fee for processing an Accelerated Death Benefit of not more than the limit set by law and not more than shown in the Policy Schedule. This fee will be deducted from the Accelerated Death Benefit payment made.

Effect on the Policy

The Death Benefit payable under the policy at the time of the Insured's death will be reduced by the total amount of the Lien.

Any death benefits payable on other insured's under other riders attached to this Policy will not be affected by any benefit payable under this Rider.

The Lien will not be applied against the Cash Value of the Policy. Any surrender of the Cash Value will be limited to the excess of the Cash Value over the sum of the Lien and any Policy Loan Balance. Any Policy Loans or Withdrawals otherwise available on the Policy after an Accelerated Death Benefit is paid will be limited by the amount of the Lien.

Dividends credited to the Policy, if any, will not be affected by the Accelerated Death Benefit paid or the Lien.

Premiums, without reduction, will continue to be payable on this Policy, including any premiums for riders, except as follows:

- (a) If a waiver of premium disability rider covering the Insured is attached to this Policy and is In Force, the insured will be deemed to be eligible for waiver of premiums under this Rider with no waiting period once proof of Terminal Illness is submitted and approved by Us; or
- (b) If there is no waiver of premium disability rider attached to this Policy, You may at the time the Accelerated Death Benefit is payable, elect the Reduced-Paid Up option on the Policy and then use a portion of the Accelerated Death Benefit to purchase an additional paid-up death benefit. The additional paid up benefit is based upon the net single premium rates defined in the Policy for purchasing dividend paid-up additions. The amount of this additional paid-up benefit will be such that the sum of the Reduced-Paid Up benefit plus this additional paid-up benefit is no greater than the Death Benefit of the Policy prior to the Accelerated Benefit. Under this alternative, no further premiums will be due. The Lien will reduce the death benefit payable and any cash value on this paid-up benefit as described in this provision. Dividends credited on the paid-up amount, if any, will not be affected by the Accelerated Death Benefit or Lien.
- (c) Any due and unpaid premiums at the time the Accelerated Death Benefit are to be paid and may be deducted from the Accelerated Death Benefit payment.

Disclosure Statement

Upon Your request for an Accelerated Death Benefit, you and any irrevocable beneficiaries will receive a written Disclosure Statement from Us which demonstrates the effects that the Accelerated Death Benefit and Lien will have on future policy cash values, loan values, death benefits, and premiums based upon the guaranteed future benefits of the Policy. The Disclosure statement will describe any options you have with regard to future premium payments.

Conditions

Payment of an Accelerated Death Benefit is subject to the conditions listed below.

- (a) The Insured must not be Terminally Ill due to an attempt of suicide while the suicide provision of the Policy is in effect.
- (b) The Owner must make a written request to elect the Accelerated Death Benefit.
- (c) Any irrevocable beneficiaries or assignees must consent to and sign the written request for this benefit.
- (d) The Owner must provide Us with certification by a Physician, as defined above, that the Insured is Terminally Ill. The Company reserves the right to obtain a second medical opinion at our expense. If there is a conflict of opinions, the conflict will be resolved by certification of a third physician that is mutually acceptable to You and Us.
- (e) If the Insured dies after the request for an Accelerated Death Benefit, but before it is approved and paid by Us, the request for the Accelerated Death Benefit shall be cancelled and the Death Benefit of the Policy will be paid as per the Policy.
- (f) The Policy must be In Force other than as extended term insurance or reduced paid-up except as noted in the Effect on the Policy provision.

Claim Forms

We will send claim forms to the owner within 15 days of the date when notice of claim is received. If the claim form is not furnished within 15 days, it is considered that the claimant complied with the claim requirements if the claimant submits written proof covering the occurrence and the character and the extent of the occurrence for which claim is made.

Your Rights

The request for payment of any Accelerated Death Benefit is voluntary and is not intended to allow third parties to cause You to involuntarily reduce the Policy proceeds ultimately payable to Your Beneficiary. Therefore, any election forced by creditors or government agencies will be honored only to the extent required by law.

Termination

This Rider will terminate on the earliest of:

- (a) The date We receive Your written notice to cancel this Rider.
- (b) The date the Policy terminates with or without value.
- (c) The Rider Expiry Date shown in the Policy Schedule.
- (d) The date the Policy goes on Extended Term Insurance or Reduced Paid-Up Insurance except as noted in the Effect on the Policy provision.
- (e) The date we pay an Accelerated Benefit under this Rider.
- (f) The date of death of the Insured.
- (g) The date any change is made to the Policy unless We agree that this Rider may continue.

Termination of this Rider will not impair the payment of benefits if you become Terminally Ill prior to the termination date.

Rider Cash Values

This Rider does not have cash values or loan values.

Signed for the Company at its Home Office in Rome, Georgia, as of the Rider Issue Date.

[


Secretary


President

]

STATE MUTUAL INSURANCE COMPANY
[HOME OFFICE: Rome, Georgia]

To file a claim, or ask a question, you may contact the Company at:

CORRESPONDENCE ADDRESS:
Administrative Office
P.O. Box 10863
Clearwater, FL 33757-8863
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[www.StateMutualInsurance.com]



AUTHORIZATION FOR RELEASE OF INFORMATION

This is a HIPAA Compliant Authorization

Applicant/Policyholder Name: _____

Date of Birth: _____

Policy Number: _____

Persons/Organizations providing the information:

Any licensed physician, medical practitioner, hospital, clinic, laboratory, pharmacy, pharmacy benefit manager or other medical facility, insurance or reinsurance company, Medicare, MIB, Inc., consumer reporting agency, Division of Motor Vehicles, the Veteran's Administration, or other medical or medical related facility that has my records, knowledge of me or my health, information as to diagnosis, treatment or prognosis with respect to the physical or mental condition concerning me.

Persons/Organizations receiving the information:

I hereby authorize the disclosure of my protected health information to State Mutual Insurance Company and its agents, employees, representatives, insurance support organizations and reinsurers, collectively, "the Company."

Description of information to be released:

My entire medical record, medical history and other protected health information concerning me that relates to the diagnosis, treatment or prognosis of any physical or mental condition, whether in electronic or paper form. This includes, but is not limited to, my insurance policies and claims; hospital records; treatment records/office notes; consultation reports; workers' compensation information; information related to psychiatric or psychological conditions; prescription drugs and pharmaceutical records; diagnostic testing; laboratory records; test results; tobacco, alcohol or drug use; and communicable or infectious diseases or conditions such as Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) and sexually transmitted diseases unless otherwise restricted by state law.

Description of Reason for Disclosure:

The protected information is to be disclosed under this authorization so that the company may underwrite my application for insurance, determine eligibility for insurance, risk rating or certificate (policy) issuance determinations; obtain reinsurance and determine or fulfill responsibility for coverage and provision of benefits; administer coverage; and conduct other legally permissible activities that relate to any coverage I have, or have applied for.

I hereby authorize the use or disclosure of my protected health information as described above.

- I understand that if I refuse to sign this authorization to release the complete medical records and protected health information, or have any restriction on the release of the protected health information of me, the company will not be able to process the application, or if coverage has been issued, may not be able to make any benefit payments.
- I authorize State Mutual Insurance Company or its reinsurers to make a brief report of my protected health information to MIB, Inc.
- I understand that any information that is disclosed pursuant to this authorization may be re-disclosed as provided herein or as required or authorized by law and may then no longer be covered by federal rules governing privacy and confidentiality of health information.
- I understand that I may revoke this authorization at any time by notifying the Requesting Person or Organization in writing at the address above. I understand that such revocation will not have any effect on actions the plan took prior to their receiving the revocation notice.
- I understand that I (or my authorized representative) am entitled to a copy of this form upon request.
- I understand that this authorization will expire 24 months from the date of this authorization.

Signature of Applicant/Policyholder or Authorized Representative*

Date

*If signed by the Applicant/Policyholder's Authorized Representative, documentation of representative's authority to act on behalf of Applicant/Policyholder must be attached to this form. Examples: Power of Attorney, Guardianship, Court Order, or Notarized Letter of Authorization from the Applicant/Policyholder.



**Notice and Consent for Testing of Bodily Fluids,
Which May Include AIDS Virus (HIV) Antibody/Antigen Testing**

To determine your insurability, State Mutual Insurance Company (the "Insurer") has requested that you provide a sample of your blood and / or bodily fluid for testing and analysis. All tests will be performed by a licensed laboratory. All tests for the AIDS Virus (HIV) are FDA approved.

Unless precluded by law, tests may be performed to determine the presence of antibodies or antigens to the Human Immunodeficiency Virus (HIV), also known as the AIDS virus. The HIV antibody test that we perform is actually a series of tests done by a medically accepted procedure. The HIV antigen test directly identifies AIDS viral particles. These tests are extremely reliable. Other tests which may be performed include determinations of blood cholesterol and related lipids (fats) and screening for liver or kidney disorders, diabetes, and immune disorders.

All test results will be treated confidentially. They will be reported by the laboratory to the Insurer. When necessary for business reasons in connection with insurance you have or have applied for with the Insurer, the Insurer may disclose test results to others such as its affiliates, reinsurers, independent contractors, and its employees to whom disclosure is reasonably necessary in the ordinary course of business to carry out the purposes for which that disclosure is authorized or required. If the Insurer is a member of MIB, Inc., and if the test results for HIV antibodies/antigens are other than normal, the Insurer will report to MIB, Inc. a generic code which signifies only a non-specific laboratory test abnormality. These non-specific test results may also be disclosed to any member company that receives an application for health or life insurance on your life. If your HIV test is normal, no report will be made about it to MIB, Inc. Other test results may be reported to MIB, Inc. in a more specific manner. The organizations described in this paragraph may maintain the test results in a file or data bank. There will be no other disclosure of test results or even that the tests have been done except as may be required or permitted by law or as authorized by you.

If your HIV test results are normal, no routine notification will be sent to you. If the HIV test results are other than normal, the Insurer will contact you. The Insurer may also contact you if there are other abnormal test results which, in the Insurer's opinion, are significant. The Insurer may ask you for the name of a physician or other health care provider to whom you may authorize disclosure and with whom you may wish to discuss the results.

Positive HIV antibody/antigen results do not mean that you have AIDS, but that you are at significantly increased risk of developing AIDS or AIDS-related conditions. Federal authorities say that persons who are HIV antibody/antigen positive should be considered infected with the AIDS virus and capable of infecting others.

Positive HIV antibody or antigen test results or other significant laboratory abnormalities will adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.

I have read and understand this Notice of Consent for AIDS Virus (HIV) Antibody/Antigen Testing. I voluntarily consent to the collection of blood, oral fluid and/or urine from me, the testing of that blood, oral fluid and/or urine, and the disclosure of the results as described above. I understand that this consent shall be valid for thirty (30) months following the date shown below.

I understand that I have the right to request and receive a copy of this authorization. A photocopy or transmitted facsimile of this form will be valid as the original. I also have the right, upon written request, to an insurance institution (insurers), agent, or insurance support organization for access to recorded personal information and a copy of same within thirty (30) business days from the date such request is received. I have the right to request, in writing, that any recorded personal information be corrected, amended, or deleted within thirty (30) business days from the date of receipt of my written request by an insurance institution, agent, or insurance support organization. If my request is not honored, I have the right to file a concise statement of the correct, relevant or fair information; and the reasons why I disagree with such refusal to correct, amend, or delete recorded personal information.

Printed Name of Proposed Insured.

Date of Birth

Signature of Proposed Insured Or Parent/ Legal Guardian.

Date

State of Residence

If Signed by Parent/Legal Guardian, Printed Name of Individual Executing This Form.



ASSIGNMENT/TRANSFER OF OWNERSHIP
SECTION 1035 EXCHANGE

NOTE: COMPLETE ONE FORM FOR EACH POLICY OR CONTRACT TO BE EXCHANGED.

Name of Insured(s): _____

Name of Owner(s): _____

Policy Number: _____ Estimated Value \$ _____

Insurer: _____
Name of Insurance Company which issued the policy to be exchanged.

Street Address

City/State/Zip

Phone Number

PLEASE INITIATE TRANSFER/EXCHANGE: [] Immediately OR [] on a specific date ____/____/____ (not later than the maturity date).

For value received, I hereby assign and transfer to State Mutual Insurance Company ("State Mutual") all right, title, and interest to the above listed policy in an exchange intended to qualify under Section 1035 of the Internal Revenue Code. However, this assignment and all other terms and agreements set forth below are conditioned upon State Mutual's underwriting and approving a new life insurance policy on the life of the Insured(s) named above. This conditional assignment will not become effective unless and until State Mutual approves a new life insurance policy.

I understand that if State Mutual approves a new life insurance policy on the life of the Insured(s) named above, then State Mutual will request surrender of the assigned policy which will no longer be in force or effect as of the date of surrender. I further understand that, if State Mutual approves the new life insurance policy, State Mutual will collect whatever cash surrender values are available from the existing insurance company on the assigned policy and apply such amount received as premium on the new life insurance policy. I understand that the cash surrender value of the policy on the actual date of surrender is likely to be different from the cash surrender value of the policy today. I agree that State Mutual assumes no responsibility if the full scheduled cash surrender values of the assigned policy are not received. In the event the exchange is not completed, this assignment shall be considered void.

I certify that the above listed policy is currently in force and not subject to any prior assignments, any legal or equitable claims, or liens. I further certify that there is no proceeding in bankruptcy pending against me. I hereby designate State Mutual as beneficiary of the above listed policy to the extent of the cash surrender value thereof at the date of death of the Insured(s) named above. All other beneficiary designations under the above listed policy will remain in effect. I further understand that the policy to be issued by State Mutual will have the same designated Insured(s) and Owner(s) as the above listed policy.

I certify that if the above listed policy is not attached to this conditional assignment that it has been lost or destroyed. I hereby waive all rights and benefits under such policy and agree to return it to you if it comes into my possession.

I understand and agree that I will be responsible for keeping the above listed policy in force by paying any premiums as they become due until such time as State Mutual notifies me in writing that I have been issued a new life insurance policy.

I represent and agree that State Mutual is furnishing this form and participating in this transaction at my request. I acknowledge that State Mutual assumes no responsibility or liability for my tax treatment under Section 1035 of the Internal Revenue Code or otherwise and has no responsibility or liability for the validity of this assignment. I further understand that if I have any questions regarding the tax consequences of this transaction, I will seek the advice of a professional tax consultant.



Items to Consider:

1. If the policy coverages are basically similar, premiums for a new policy may be higher because rates increase as your age increases.
2. Cash values and dividends, if any, may grow slower under a new policy initially because of the initial costs of issuing a policy.
3. Your present insurance company may be able to make a change on terms which may be more favorable than if you replace existing insurance with new insurance.
4. If you borrow against an existing policy to pay premiums on a new policy, death benefits payable under your existing policy will be reduced by the amount of any unpaid loan, including unpaid interest.
5. Current interest rates are not guaranteed. Guaranteed interest rates are usually considerably lower than current rates. What rates are guaranteed?
6. Are premiums guaranteed or subject to change - up or down?
7. Participating policies pay dividends that may materially reduce the cost of insurance over the life of the contract. Dividends, however, are not guaranteed.
8. **CAUTION**, you are urged not to take action to terminate, assign, or alter your existing life insurance coverage until after you have been issued the new policy, examined it and have found it to be acceptable to you.

and

REMEMBER, you have **ten (10) days** following receipt of any individual life insurance policy to examine its contents. If you are not satisfied with it for any reason, you have the right to return it to the insurer at its home or branch office or to the agent through whom it was purchased, for a full refund of premium.



State Mutual Insurance Company
[Administrative Office, P.O. Box 10863
Clearwater, Florida 33757-8863]

NOTICE OF INFORMATION PRACTICES

MIB, Inc. Pre-Notice.

Information regarding your insurability will be treated as confidential. State Mutual Insurance Company or its reinsurers may, however, make a brief report of your protected health information to MIB, Inc. a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Group member company for life or health insurance or a claim for benefits is submitted to such a company, MIB, Inc., upon request, will supply the company with the information it has in its file.

Upon receipt of a request from you, MIB, Inc. will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the file, you may contact MIB, Inc. and seek a correction in accordance with the procedures in the federal Fair Credit Reporting Act. The information address of MIB, Inc. is: [50 Braintree Hill Park, Suite 400, Boston, MA 02184-8734] and phone [(866) 692-6901]. Information for consumers about MIB, Inc. may be obtained on its website at [www.mib.com].

State Mutual Insurance Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

Fair Credit Report.

As part of our underwriting procedure, a routine investigative consumer report may be made during the next few days. This report typically concerns information on the applicant's character; general reputation; personal characteristics; and mode of living except, as may be related directly or indirectly to your sexual orientation. This information will be obtained through personal interviews with your friends, neighbors and associates. As an applicant for this policy, you have the right to be interviewed in connection with such a report. Please notify our agent if this is your desire.

Upon your written request, you are entitled to receive a copy of such report if one is made. Please send your request to the State Mutual Insurance Company Administrative address shown above.

Insurance Information Practices.

As a part of our evaluation of your application, we will need some personal information about you. It may be necessary to obtain some of that information from sources other than yourself. For your protection, you have a qualified right to learn what information we have about you. You also have the right to request correction of any personal information we may have about you which you think is wrong. Although the information we obtain about you is confidential, in some cases in compliance with applicable law we or our reinsurers may disclose information to third parties without your specific authorization. Upon written request we will furnish a more detailed summary of our information practices.

THIS NOTICE MUST BE GIVEN TO APPLICANT



Temporary Life Insurance Agreement & Receipt

Person Proposed for Life Insurance

Printed Name of Proposed Insured:

First Name Middle Initial Last Name Suffix

This Temporary Life Insurance Agreement Receipt ("TLIR") is subject to the Terms and Conditions listed on the following pages. Submission of this TLIR may provide limited temporary life insurance coverage for a limited period of time if the answer to each of the following Health Questions is "No" and if the Minimum Payment for the life insurance Policy associated with this TLIR is made. If any question is answered "Yes" or left blank, there is no life insurance coverage under the TLIR and no payment may be collected.

Health Questions

- 1. Have you the Proposed Insured:
a. Within the past ten (10) years, been treated for or had treatment recommended by a member of the medical profession for Cancer, Heart Attack, Heart Disease, Stroke, Alcohol or Drug Use, Immune System Disorder, Alzheimer's or Dementia?
b. Within the past 90 days been admitted to or been advised to be admitted to a hospital, nursing home, or other health care facility, for evaluation or treatment; or had surgery or been advised to have surgery, diagnostic medical tests or other treatment not yet started or for which results are not yet available?
2. Have you the Proposed Insured ever been diagnosed by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) caused by the Human Immunodeficiency Virus (HIV) infection or been treated for or had treatment recommended for AIDS or ARC?
3. Is the proposed insured under 15 days old or over 70 years of age?

Agreements and Signatures

On _____ an amount of \$_____ was received or authorized as payment.
Date

I agree that I have paid or authorized as payment the amount indicated above and have received and read (or had read to me) the TLIR in its entirety. I understand and agree to the Terms and Conditions of this TLIR. To the best of my knowledge and belief, the answers to all Health Questions stated above are complete, true, and were correctly recorded before I signed my name below.

FRAUD WARNING: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

Signed at: _____
City and State where Signed

Printed Name of Proposed Insured Signature of Proposed Insured Date

Printed Name of Proposed Owner Signature of Proposed Owner Date

Printed Name of Producer Signature of Producer Date

Retained by Company



Temporary Life Insurance Agreement & Receipt

An amount of \$ _____ was received or authorized as payment for limited temporary life insurance on the life of:

Printed Name of Proposed Insured:

First Name Middle Initial Last Name Suffix

Received by:

X _____ on _____
Signature of Producer Date

Terms and Conditions

Summary: As used herein, "the Company" refers to State Mutual Insurance Company, and "Application" refers to the application for the life insurance policy ("Policy") associated with this TLIR. This Temporary Life Insurance Receipt (TLIR) provides a limited amount of temporary life insurance in accordance with the Policy identified in the Application for a limited period of time on the individual proposed for insurance, subject to the terms and conditions of this TLIR. It does not guarantee that a life insurance policy will be issued and does not provide disability, long term care or waiver of premium benefits. This agreement is not applicable and no temporary insurance is available under this TLIR if it is issued in association with an application for a conversion or a guaranteed insurability option. No agent or individual is authorized to waive or alter the terms of this TLIR.

Payment and Return of Payment: All checks or other payments must be made payable to State Mutual Insurance Company. Do not make any checks or other payments payable to the producer or leave the payee section blank. The minimum payment required to pay for insurance coverage under the TLIR is the amount equal to a one-month premium under the policy applied for, regardless of the face amount applied for and the mode or frequency of payment selected for the proposed policy ("Minimum Payment").

Any premium amount greater than or equal to the Minimum Payment required may be collected to bind this TLIR. If a death benefit is due under the TLIR, the initial payment received will be retained by the Company in exchange for the limited insurance provided; however, if the payment received was greater than the Minimum Payment required, the Company will return the excess amount to the owner. If no death occurs while this temporary insurance is in force and a Policy is issued, the payment received will be applied towards the first Policy premium. If no death occurs and no Policy is issued, or the temporary insurance is terminated, the payment received will be returned to the owner.

Eligibility: The Proposed Insured is eligible for this TLIR if they are older than 15 days old and younger than 70 years old as of the date of this TLIR, and if the answer to all Health Questions is "No". If any question is answered "Yes" or left blank, there is no life insurance in force under this TLIR, and no payment may be collected.

Conditions for Coverage: Unless each and every condition below has been fulfilled, no insurance under the terms of this TLIR will be effective:

- The Policy Application is completed and signed on the same date or prior to the date of the TLIR.
The terms of the Policy applied for are satisfied.
Minimum Payment has been received by the Company. There is no life insurance coverage in force under this TLIR if the instrument submitted as payment is not honored or there are insufficient funds to pay the required Minimum Payment as set forth in the Payment and Return of Payment section, above. Payments by wire transfer or payroll deduction are deemed collected when the required amount is received by the Company.
Required medical examinations or tests are completed.

Owner's Receipt- Retain this page for your records



Start Date of Coverage: Coverage will begin on the latest of:

- The date the application has been completed and signed.
- The date this TLIR has been completed and signed and the Minimum Payment required with it has been received.
- The dates that any required medical examination(s) or test(s) are completed.

Stop Date for Coverage: Insurance under this TLIR will end on the earliest of:

- 60 days following the start date; or
- The date the Company refunds the payment made or mails a notice indicating the temporary insurance is terminated (the Company may terminate this temporary insurance at any time); or
- The date any check or draft submitted as payment is not honored by the bank on which it is drawn; or
- The date of the letter offering to the Applicant a policy, other than applied for; or
- The date the Application is withdrawn or refund of the payment collected is requested; or
- The date the owner or applicant refuses to accept the life insurance Policy issued; or
- The effective date of the new life insurance Policy as described in the Application.

Benefits: Upon receipt of due proof that the insured died while this TLIR was in force, the Company will pay the benefit due under this TLIR to the beneficiary or beneficiaries named in the Application.

If more than one beneficiary is named in the Application and/or there are other TLIRs in force on the same insured, each beneficiary will receive a share of the TLIR benefit, subject to the maximum defined in the following paragraph, equal to his or her proportionate interest in the death benefit(s) that would have been payable had the policy or policies applied for been in force.

The maximum total benefit payable under all TLIRs on the same insured, including this TLIR, is the lesser of (1) \$[250,000], or (2) the total amount of life insurance currently applied for, including the death benefit applied for under any riders, and excluding any disability coverage. Regardless of the number of TLIRs in force for the Insured, the Company's coverage will be limited to the maximum total benefit. At no time will an individual be eligible to receive benefits under both a TLIR and the life insurance policy issued in association with that TLIR.

Contestability: The Company may contest the validity of the insurance coverage pursuant to this TLIR, and deny any benefit due, for any material misrepresentation of fact made on this TLIR or the Application including any amendments and supplements.

Suicide: If the Proposed Insured commits suicide, while sane or insane, while this TLIR is in effect, no death benefit will be paid; the Company's only liability will be to return the initial payment received to the Owner named in the Application.

Owner's Receipt – Retain this page for your records

SERFF Tracking Number: PSEN-128488319 State: Arkansas
 Filing Company: State Mutual Insurance Company State Tracking Number:
 Company Tracking Number: STM WHOLE LIFE
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: STM Whole Life
 Project Name/Number: /

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR_Certification_120621_signed.pdf
 STM_All Forms_Readability Certification_120621_signed.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Attachment:

STM_12APP_Application_Final_120618.pdf

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Actuarial Memo

Comments:

Attachments:

STM_12WL-LP10Y_ActuarialMemowAttachments_120620.pdf
 STM_12ADB_Rider_ActuarialMemo_signed120620.pdf
 STM_12WL-LP75_ActuarialMemowAttachments_120620.pdf
 STM_12WL-LP70_ActuarialMemowAttachments_120620.pdf
 STM_12WL-LP65_ActuarialMemowAttachments_120620.pdf
 STM_12WL-LP20Y_ActuarialMemowAttachments_120620.pdf
 STM_12TIAB_Rider_ActuarialMemowAttachments_signed120620.pdf
 STM_12WP_Rider_ActuarialMemo_signed120620.pdf
 STM_12DCR_ActuarialMemowAttachments_signed120620.pdf
 STM_12GIO_Rider_ActuarialMemo_signed120620.pdf
 STM_12PWP_Rider_ActuarialMemo_signed120620.pdf
 STM_12WL-LP100_Actuarial MemowAttachments_120626.pdf

ARKANSAS CERTIFICATION

I, Richard H. Burton, Vice President & Corporate Compliance Officer, for State Mutual Insurance Company, do hereby attest and certify to the following:

- The Company has reviewed its issuance procedures and is in compliance with Regulation 49, Life and Health Insurance Guaranty Association Notices.
- This submission meets the provisions of Regulation 19, Unfair Sex Discrimination in the Sale of Insurance, as well as all applicable requirements of the Arkansas Insurance Department.

STATE MUTUAL INSURANCE COMPANY



Richard H. Burton, Vice President & Corporate Compliance Officer

June 21, 2012

Date

READABILITY CERTIFICATION

Company Name: State Mutual Insurance Company

NAIC Number: 69132

FEIN Number: 58-1449898

Subject: Readability of Submitted Forms

As an officer of State Mutual Insurance Company, I hereby certify that the following forms achieve a Flesch score that meets or exceeds the requirements as follows:

Form Number	Flesch Score
12WL-LP100	48.4
12WL-LP75	48.4
12WL-LP70	48.4
12WL-LP65	48.4
12WL-LP10Y	48.4
12WL-LP20Y	48.4
12APP	53.8
12ADB	44.1
12GIO	49.5
12PWP	44.3
12WP	41.0
12DCR	49.6
12TIAB	45.0
HIPAA	15.6
CONS	40.5
EXCH	40.3
12REPL	52.5
NOIP	41.5
TLIR	47.3



Signature

Richard H. Burton, Vice President & Corporate Compliance Officer
Printed Name of Officer and Title

June 21, 2012
Date



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

NEW ISSUE REINSTATEMENT of Policy # _____

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

PROPOSED INSURED	Full Legal Name of the Proposed Insured: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> First Middle Last </div>
	Any Previous Name: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Email Address: _____
	Best Time to Call: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Telephone #: (____) _____ Alternate Phone #: (____) _____
	Age: _____ Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed
	Date of Birth: _____ Place of Birth (State/Country): _____
	Social Security Number/Tax ID: _____
	Driver's License Number: _____ State of Issue: _____
	If Driver's License information is not provided, why not? _____
	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "no", provide alien registration #) _____
	How long have you resided in the United States? Years _____ Months _____
	Are you a member of the Armed Forces including the Reserves and are you currently deployed or expecting to be deployed outside of the US? <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	What is your occupation? _____
	Who is your current employer? _____ How long? _____
Employer Address: _____ City: _____ State: _____ Zip: _____	
What is your annual income:\$ _____ What is your net worth:\$ _____	
Have you had a mortgage or a refinance approved within the last 13 months? <input type="checkbox"/> Yes. <input type="checkbox"/> No.	
Have you, within the last 12 months, been the subject of any bankruptcy proceedings or are you currently in bankruptcy?.... <input type="checkbox"/> Yes. <input type="checkbox"/> No.	



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

MAILING ADDRESS	<p>Mailing Address <i>(The address to which the policy should be sent if other than the address shown in Proposed Insured section.)</i></p> <p>Addressee Name: _____ Relationship to Proposed Insured: _____</p> <p>Mailing Address: _____ City: _____ State: _____ Zip: _____</p>
------------------------	--

SECONDARY ADDRESSEE	<p>Secondary Addressee <i>(This person will receive copies of your overdue premium and lapse notices.)</i></p> <p>The Secondary Addressee is the same as: <input type="checkbox"/> Payor <input type="checkbox"/> Policy Owner <input type="checkbox"/> Other (If other, complete the following information.)</p> <p>Secondary Addressee Name: _____</p> <p>Relationship to Proposed Insured: _____</p> <p>Secondary Mailing Address: _____ City: _____ State: _____ Zip: _____</p>
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COVERAGE	<p><input type="checkbox"/> Plan Option A <input type="checkbox"/> Plan Option B <input type="checkbox"/> Plan Option C <input type="checkbox"/> Plan Option D <input type="checkbox"/> Plan Option E <input type="checkbox"/> Plan Option F</p> <p><input type="checkbox"/> Other: _____</p> <p>Face Amount: \$ _____ Term: _____ years</p> <p>Proposed Insured: <input type="checkbox"/> Nicotine rates <input type="checkbox"/> Non-nicotine rates</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Dividend Options: (if applicable)</p> <p><input type="checkbox"/> Paid-up Additions</p> <p><input type="checkbox"/> Premium Reduction</p> <p><input type="checkbox"/> On Deposit</p> <p><input type="checkbox"/> Pay in Cash</p> <p><input type="checkbox"/> Other: _____</p> </div> <div style="width: 45%;"> <p>Death Benefit Option: (Universal Life Policies Only)</p> <p><input type="checkbox"/> Level – <i>Specified Amount includes cash value</i></p> <p><input type="checkbox"/> Increasing – <i>Specified Amount plus cash value</i></p> <p><input type="checkbox"/> Return of Premium</p> <p><input type="checkbox"/> Other: _____</p> </div> </div> <p>Supplemental Coverage: (if applicable to the selected plan)</p> <p><input type="checkbox"/> Insured Term Rider \$ _____</p> <p><input type="checkbox"/> PUA Rider \$ _____</p> <p><input type="checkbox"/> Guaranteed Insurability Option Rider \$ _____</p> <p><input type="checkbox"/> Accidental Death Benefit Rider \$ _____</p> <p><input type="checkbox"/> Payor Waiver of Premium Benefit Rider for Death & Disability</p> <p><input type="checkbox"/> Exclude Terminal Illness Accelerated Death Benefits Rider</p> <p><input type="checkbox"/> Other Term Rider (Name of Rider Insured) _____ <input type="checkbox"/> Nicotine rates <input type="checkbox"/> Non-Nicotine rates</p> <p><input type="checkbox"/> Dependent Child Rider \$ _____</p> <p><input type="checkbox"/> Waiver of Premium Rider</p> <p><input type="checkbox"/> Waiver of Monthly Deductions (Universal Life Policies Only)</p> <p><input type="checkbox"/> Other: _____</p>
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State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper

(IF OTHER THAN PROPOSED INSURED) POLICY OWNER	Policy Owner is: <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Trust (if owned by Trust, provide a copy of Trust Document or Certification)
	Name of Policy Owner: _____ Date of Birth: _____
	Relationship to Proposed Insured: _____ SSN/Tax ID: _____
	Is the Policy Owner a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "no", provide alien registration #) _____
	How long has the Policy Owner resided in the United States? Years _____ Months _____
	Address: _____ City: _____ State: _____ Zip: _____
	Email Address: _____ Phone #: _____
	Authorized Trustee Name: _____ Date of Trust Agreement: _____
Policy Owner or Trustee Address: _____ City: _____ State: _____ Zip: _____	

PAYOR	The Premium Payor is the same as: <input type="checkbox"/> Proposed Insured <input type="checkbox"/> Policy Owner <input type="checkbox"/> Other (If other, complete the following information.)
	Name of Premium Payor: _____ Date of Birth: _____
	Relationship to Proposed Insured: _____ SSN/Tax ID: _____
	Is the Payor a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "no", provide alien registration _____)
	How long has the Payor resided in the United States? Years _____ Months _____
	Address: _____ City: _____ State: _____ Zip: _____
	Email Address: _____ Phone #: _____

BENEFICIARY	Beneficiary Name	Date of Birth	% of Benefit*	Relationship to Insured	SSN/Tax ID
	Beneficiary Class: Primary Name:				
	Beneficiary Class: Primary Name:				
	Beneficiary Class: Contingent Name:				
	Beneficiary Class: Contingent Name:				
<i>*If percentages are not designated, the distribution will be in equal shares within beneficiary class.</i>					



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

EXISTING COVERAGE & REPLACEMENT INFORMATION	<i>(Provide details to all "yes" answers in table below.)</i>					
	1. Will any life insurance or annuity contracts with State Mutual or any other company be replaced or changed as a result of this application? (If yes, complete the required replacement forms.) <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	2. Does any Proposed Insured have any existing life insurance or annuity contract(s) in force with State Mutual or any other company?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	3. Does any Proposed Insured have any application including reinstatement for life insurance or annuity contract(s) now pending with State Mutual or any other company? <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	4. Has any Proposed Insured applied for any life insurance or an annuity contract(s) with State Mutual or any other company in the last 90 days? <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	5. Has any Proposed Insured, within the past 5 years, had any application for life or health insurance rated-up, postponed, declined or denied reinstatement?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	Name of Insured	Company Name	Plan/Policy #	Life Insurance Amt	Year Issued	Replacement? Yes/No

AGREEMENT TO SELL, TRANSFER OR ASSIGN	1. Have you the Proposed Insured, Owner (if other than the Proposed Insured), or any beneficiary entered into or made plans to enter into any agreement or contract to sell or assign the ownership of, or a beneficial interest in the applied for policy?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	2. Have you the Proposed Insured, Owner (if other than the Proposed Insured), or any beneficiary, ever sold, transferred or assigned any life insurance policy to a third party, such as a viatical settlement entity, life settlement entity, insurance company, other secondary market provider, or premium financing entity, or have these persons ever received any inducement, fee or compensation as an incentive to purchase, sell, transfer or assign a policy?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.					
	PROVIDE DETAILS OF ANY YES ANSWERS BELOW:					
	<p>NOTICE: State insurance law may prohibit the owner of a life insurance policy from entering into any agreement to sell, transfer or assign a life insurance policy prior to the date the policy was issued, or within a period of time specified by state law after the date the policy was issued. You should consult with legal advisors if you have any questions about these matters.</p>					



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

OTHER INSURED RIDERS	<i>Complete only for Other Insureds applying for coverage by Rider.</i>					
	Spouse Or Other Insured	Gender	Date of Birth	Age	Place of Birth	Occupation

DEPENDENT CHILDREN'S RIDER	<i>Complete for each Dependent Child to be Insured by Rider.</i>			
	If more space is needed, attach a separate, signed and dated sheet of paper.			
	Full Legal Name of Each Dependent Child	Gender	Date of Birth	Age

1. Has any Child to be insured been diagnosed with, or been treated by a member of the medical profession or other health care provider for any physical or mental disability, mental retardation or special need?..... Yes. No.

2. Has any Child to be insured been diagnosed with, or been treated by a member of the medical profession or other health care provider for any disorder of the heart; or have any surgeries or hospitalization been suggested which have yet to be completed? Yes. No.

For any 'Yes' response, please provide details:

PAYOR WAIVER OF PREMIUM RIDER	<i>Complete Only If Applying For Payor Waiver Of Premium Rider</i>					
	Payor Name	Gender	Date of Birth	Age	Place of Birth	Occupation

1. Are you currently disabled or receiving Social Security Disability Benefits, Worker's Compensation, or other disability benefits from any other sources?..... Yes. No.

2. Has the Payor in the past 24 months been diagnosed as having or advised by a member of the medical profession or other health care provider to have treatment for cancer (other than basal cell carcinoma), heart attack, stroke or transient ischemic attack (TIA or mini-stroke), alcohol or drug use? Yes. No.

For any 'Yes' response, please provide details:



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

Proposed Insured is to complete all of the questions in the following Medical Information section. An additional copy must be completed for each of the Other Insured(s) and/or spouse applying for coverage by Rider.

Questions Being Completed for Proposed Insured (Name): _____

For any 'Yes' response, please provide additional information in the DETAILS section.

1. Is someone other than the Proposed Insured completing this application? Yes. No.
2. Do you have a primary care physician?..... Yes. No.
If yes, provide the Physician's name, address and phone number here:

3. What date did you last see a physician or a member of the medical profession or a health care provider? _____
a. What was the reason for your last visit? _____
b. Were you referred to other medical providers or other health care providers for follow-up treatment?..... Yes. No.
(If 'yes', please provide details of treatment or medication prescribed, and the name and address of any other medical providers or other health care providers consulted or scheduled or recommended to see for consultation or treatment in **DETAILS** Section.)
4. What is your Height and Weight? Height _____ ft/in Weight _____ lbs
5. Has your weight changed by more than twenty pounds in the past year, excluding dieting or pregnancy?..... Yes. No.
6. Have you ever been diagnosed by a member of the medical profession or other health care provider with or tested positive for Human Immunodeficiency Virus (AIDS Virus) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)?..... Yes. No.
7. Have you ever been diagnosed or treated by a member of the medical profession or other health care provider for immune deficiency, anemia, recurrent fever, fatigue or unexplained weight loss, malaise, loss of appetite, diarrhea, fever of unknown origin, severe night sweats, unexplained or unusual infections or skin lesions, unexplained swelling of the lymph glands, Kaposi's Sarcoma, or Pneumocystis Carinii Pneumonia?..... Yes. No.
8. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; blockage or narrowing of the Arteries, Stroke, Congestive Heart Failure (CHF), Atherosclerosis, Coronary Artery Disease (CAD), Chest Pain, Angina, Heart Murmur, Irregular Heart Beat (Arrhythmia), Heart Attack (Myocardial Infarction), Transient Ischemic Attack (TIA or mini stroke), Aneurysm, Thrombosis, Circulatory Disorder, or any other Disease or Disorder of the Heart, Aorta, Coronary Arteries, Peripheral Vascular System, or Blood Vessels?..... Yes. No.
9. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Rheumatoid Arthritis, any Degenerative Muscle or Nerve Disease or Disorder, Muscle Weakness, Muscular Atrophy, Muscular System Disorder, Amyotrophic Lateral Sclerosis (ALS or Lou Gehrig's Disease), Myasthenia Gravis or Paralysis, Multiple Sclerosis, Muscular Dystrophy, Parkinson's Disease or Cerebral Palsy?..... Yes. No.
10. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Cystic Fibrosis, Chronic Bronchitis, Chronic Obstructive Pulmonary Disease (COPD), Sleep Apnea, Emphysema, Asthma or other Respiratory or Chronic Lung Disease or any other Disease or Disorder of the Respiratory System? Yes. No.
11. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider or required follow-up for: Learning Disorders, Attention Deficit Disorder (ADD /ADHD); Eating Disorder or any other Psychological (Emotional), Mental or Nervous Disorder; Memory Loss or Dysfunction; Depression or Anxiety that required Psychiatric Treatment, Drug or Alcohol Abuse; Bipolar Disease or Mood Disorder, Alzheimer's Disease, Schizophrenia, Dementia or Mental Retardation (including Down's Syndrome)? Yes. No.

MEDICAL INFORMATION



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

For any 'Yes' response, please provide additional information in the DETAILS Section.

MEDICAL INFORMATION (Continued)

12. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; a Tumor or Cancer (excluding basal cell carcinoma of the skin), Malignant Neoplasm, Lymphoma, Melanoma, Leukemia, Cyst, Seizures, Hepatitis, Disorder of the Breast, Crohn's Disease, Colitis, Abnormal PAP Test, Anemia, Ulcer, or any Disorder of the Bladder, Digestive System, Skeletal System, Stomach, Genito-Urinary Tract, Prostate, Blood or Platelets? Yes. No.
13. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Systemic Lupus Erythematosus (SLE), Lupus, Scleroderma, or any Disease or Disorder of the Connective Tissue or Immune System (except AIDS)?..... Yes. No.
14. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for Pancreatitis, Hyperthyroidism, or any Disease or Disorder of the following: Blood, Kidney (other than kidney stones), Pancreas, Liver, Brain?..... Yes. No.
15. In the past 10 years, have you received any treatment, medical advice or consultation for; been diagnosed by a member of the medical profession or other health care provider with or required follow-up for; Diabetes or Elevated Blood Sugar, Sugar in the Urine, Elevated Cholesterol or Hypertension (High Blood Pressure)? Yes. No.
16. Have you, within the past 5 years, been treated for, or been advised by a member of the medical profession or other health care provider to discontinue, decrease or seek treatment for drug or alcohol use?..... Yes. No.
17. Do you currently take more than 2 prescription medications for pain or do you consume, on average, more than 3 alcoholic beverages per day?..... Yes. No.
18. Have you, within the past 5 years, used controlled substances such as narcotics, cocaine, heroin, marijuana, amphetamines, hallucinogens or barbiturates not prescribed by a physician or have you abused over the counter medications?..... Yes. No.
19. Have you, within the last 24 months, used any form of tobacco, or nicotine products including cigarettes, cigars, pipes, chewing tobacco, snuff, nicotine patches or gum? Yes. No.
20. Have you, within the past 5 years, been a patient in any dependency program or halfway house? Yes. No.
21. Have you, within the past 5 years, been a patient in any hospital, clinic, nursing home, assisted living facility or other medical or long term care facility; or been seen in an emergency room (ER) or urgent care facility?..... Yes. No.
22. Have you, within the past 5 years, been advised by a member of the medical profession or other health care provider to have any diagnostic tests (except HIV tests), treatments, hospitalizations, surgical operations or medical or mental evaluations or consultations with any medical professionals, which have yet to be completed; or are you waiting for a diagnosis?..... Yes. No.
23. Have you, within the past 5 years, been disabled for more than 30 days or requested or received a Worker's Compensation or Social Security disability or disability income payment?..... Yes. No.
24. Within the past 5 years, have you been prescribed any medication, suffered from any disease or received any medical, mental or surgical health treatment for any condition that you have not previously disclosed? Yes. No.
25. Have you, within the past 5 years, been convicted of or pled guilty to a felony or misdemeanor or been incarcerated or served in a probation or parole program or do you have criminal charges pending?..... Yes. No.
26. Have you, within the past 5 years, had a driver's license revoked, denied or suspended; or been issued three or more moving violations; or been issued a violation for reckless driving or driving under the influence of alcohol and/or drugs?..... Yes. No.
27. Have you, within the past 2 years, engaged in, or do you plan within the next 2 years to engage in, any aviation activity other than as a fare-paying passenger on commercial airlines?.. Yes. No.



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

For any 'Yes' response, please provide additional information in DETAILS section :

- 28. Have you, within the past 2 years, engaged in, or do you plan within the next 2 years to engage in, any form of skin or scuba diving, hang-gliding, cave diving, cave exploration, parachuting or sky diving; mountain, rock or ice climbing; rodeo, bungee jumping, ballooning, competitive skiing, snowmobiling, snowboarding, motor racing or ultralight flying? Yes. No.
- 29. To the best of your knowledge and belief has any natural parent or sibling died of Diabetes, Cancer or Heart Disease prior to age 60? Yes. No.
- 30. Have either of your natural parents or any sibling(s) been diagnosed by a member of the medical profession with Heart Disease, Kidney Disease, Diabetes, Mental Illness or Attempted Suicide; Stroke or Cancer before the age of 65?.. Yes. No.
- 31. Do you intend to travel, live or work outside the United States or Canada within the next 2 years? Yes. No.
- 32. Have you, within the last 12 months, received, been advised to receive; or are you currently receiving chemotherapy, radiation or any other therapy for Cancer? Yes. No.
- 33. Have you been diagnosed by a member of the medical profession or other health care provider as having a life expectancy of 24 months or less?..... Yes. No.
- 34. Do you require any assistance with any of the following activities: bathing, dressing, toileting, indoor or outdoor mobility, eating; or do you use oxygen for a medical condition? Yes. No.
- 35. Have you, within the past 5 years, been treated by a member of the medical profession or other health care provider for, or been diagnosed as having Kidney Stones, Fibromyalgia, Gaucher's Disease, Gastro Esophageal Reflux Disease, Gout, Hypothyroid, Hyperlipidemia or Migraine? Yes. No.
- 36. In the past 2 years, have you been hospitalized or evaluated in an emergency room or immediate care center for a chronic illness requiring treatment or care by a member of the medical profession or other health care provider?.. Yes. No.
- 37. Have you, in the past 6 months, been hospitalized or admitted to a nursing facility or are you now confined in a nursing home?..... Yes. No.
- 38. Have you, within the last 12 months, used any form of tobacco or nicotine products including cigarettes, cigars, pipes, chewing tobacco, snuff, nicotine patches or gum?..... Yes. No.
- 39. Are you currently pregnant?..... Yes. No.

40. List any prescription drugs you are currently taking or have taken in the past 12 months:

Name of Drug	Reason for Taking	Dosage (mg/day)	How long?	Prescribed by:

MEDICAL INFORMATION (Continued)



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

*Please provide details for all questions answered "YES" including but not limited to the date of treatment/consultation, the reason/details of treatment, the duration of treatment and the name, address & phone number of the attending physician or member of the medical profession or health care provider or hospital.

DETAILS



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

If more space is needed for completion of any section of the application, attach a separate, signed and dated sheet of paper.

I authorize State Mutual Insurance Company ("State Mutual") to make electronic debits or other forms of preauthorized withdrawals from my financial institution as indicated below. I understand that if a debit or withdrawal is not honored by the financial institution, State Mutual will consider the premium unpaid. Any debit or withdrawal returned due to insufficient funds may be re-deposited by State Mutual at its sole discretion. This authorization will remain in effect until written notice by the depositor/card holder is received by State Mutual. I further agree that if any such debit or withdrawal is not honored, whether with or without cause, State Mutual shall be under no liability whatsoever even though such dishonor results in the lapse of insurance, in accordance with the grace period.

Payment Mode: Annually Semi-Annually Quarterly Monthly Military Allotment
 Bi-Weekly (Federal Employee Allotment Only) Single Other _____

Payment Method: EFT Credit Card Other _____ Draw Date (Day of the Month): _____

Premium Quoted: \$ _____

Is premium included with application? Yes No If yes, indicate amount \$ _____

Elect Automatic Premium Loan? Yes No

Special Billing Instructions: _____

Name of Payor: _____

Payor Address: _____ City: _____ State: _____ Zip: _____

SSN#/TIN# : _____

I request that my premium payments be debited from my bank account as shown.

Name of bank depositor Bank Name & Branch Name, if any

Account Number ABA/Transit/Routing Number

Printed Name (As it appears on file with the financial institution) Date

Signature:

PREAUTHORIZED PAYMENT AUTHORIZATION



State Mutual Insurance Company

Application for Individual Life Insurance [Whole Life Insurance]

DECLARATION, AGREEMENT AND AUTHORIZATION TO RELEASE INFORMATION

I understand that I am applying for life insurance coverage issued by State Mutual Insurance Company ("State Mutual"). I understand and consent that this application and information obtained as part of this authorization can be used by State Mutual to evaluate my eligibility for life insurance coverage. I have read the application and I declare that each answer and statements given to the questions contained in this application is complete and true to the best of my knowledge and belief and are correctly recorded. The social security number shown on this application is my correct taxpayer identification, and I am not subject to back-up withholdings. I understand and agree that State Mutual will rely on these answers, and the answers and statements I may give in any other form, taken as a part of this application, as representations and not warranties and that no such statement shall void the policy unless it is contained in a written application and a copy of such application shall be endorsed upon or attached to the policy when issued. I also understand that State Mutual reserves the right to accept or deny this application after taking into account whatever information may be available to it, including availability as to coverage by its reinsurers.

I acknowledge receipt of the statement pertaining to MIB, Inc. (formerly known as the Medical Information Bureau), and the notice of State Mutual's Information Practices.

I understand that the statements and answers in the application are the basis for any policy issued by State Mutual, and that no information will be considered to have been given to State Mutual unless it is stated in the application. I understand that a sales representative or medical examiner does not have State Mutual's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of the application, policy or receipt, as applicable.

I agree that the coverage will be effective on its date of issue if the: (a) health; (b) avocations; (c) occupation; and (d) any other condition which has an effect on the insurable status of anyone who is to be insured has not changed since the date it was applied for. The issue date will be shown in the Schedule Page of the Policy, provided one is issued. I understand that State Mutual will have no liability until a policy is issued on this application and delivered to and accepted by the owner and the first premium is paid in full while the insured is alive; however, if the first full premium is paid and a Temporary Life Insurance Agreement and Receipt is given, State Mutual will be liable only as set out in that Agreement.

I, the Proposed Insured, authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy, pharmacy benefit manager or other medical or medically related facility, insurance or reinsurance company, MIB, Inc. or other organization, institution, consumer reporting agency, employer or person that has any records or knowledge of me or my health to give to State Mutual any information they might have regarding the diagnosis, treatment, prescription and prognosis of any physical or mental condition, my driving record, avocations, credit history, insurance history, occupation, character and hobbies, as applicable. To facilitate the rapid transmission of such information, I authorize all said sources, except MIB, Inc., to give such records or knowledge to any agency employed by State Mutual to collect and transmit such information. I authorize State Mutual or its reinsurers to make a brief report of my protected health information to MIB, Inc.

I agree that this authorization shall remain in effect for two years (24 months) from the date that it is signed and that a copy of it shall be as valid as the original. I understand that the information obtained with this authorization shall be used to evaluate my application for insurance. I also understand that I, or someone I authorize to act on my behalf, may obtain a copy of this authorization. I also understand that I have the right to revoke this authorization at any time.

All or part of such information may be disclosed to a physician of my choosing, my insurance agent, MIB, Inc., or to other persons or organizations performing business or legal services in connection with this application, including reinsuring companies and as may be required by law.

Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of criminal offense and subject to penalties under state law.

Signature of Proposed Insured: _____
Name Signed at: City/State Date

Voice Signature on File: _____ Reference Number: _____

Signature of Spouse or Other Insured: _____
 (If applicable) Name Signed at: City/State Date

Signature of Owner : _____
 (if other than Proposed Insured)* Name Signed at: City/State Date

*If Owner is a Corporation, Partnership or Trust, then a Corporate Officer, Partner or the Trustee must sign and state title.

Witness Signature (Soliciting Agent): _____



State Mutual Insurance Company

Application for Individual Life Insurance

[Whole Life Insurance]

AGENT CERTIFICATION	To the best of your knowledge, will the coverage applied for replace any life or annuity coverage now in force on the life of any proposed insured? (If yes, complete appropriate state replacement forms.) <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	Does any Proposed Insured have existing life insurance or annuity contracts in force? <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	Purpose of Insurance:
	Personal: <input type="checkbox"/> Income Replacement Business: <input type="checkbox"/> Key Person Other: _____
	<input type="checkbox"/> Estate Conservation <input type="checkbox"/> Stock Redemption
	<input type="checkbox"/> Debt Repayment <input type="checkbox"/> Loan Indemnification
	How well do you know the Proposed Insured? <input type="checkbox"/> Just met <input type="checkbox"/> Previously Acquainted <input type="checkbox"/> Known well <input type="checkbox"/> Relative
	How long have you known the Proposed Insured? _____
	Did you personally see the Proposed Insured at the time this application was completed?..... <input type="checkbox"/> Yes. <input type="checkbox"/> No.
	Printed Name of Agent: _____ Date: _____
Agent's Company No: _____ Agent's State License Number: _____	
Email Address of Agent: _____ Telephone Number of Agent: _____	
_____ Signature of Licensed Agent:	

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP100 Whole Life Paid Up at Age 100

Page #	[Variable Item]	Statement of Variability
Cover and Back Pages	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3, 3a	Insured	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Gender and Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3, 3a	Policy Owner	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Plan of Insurance	Varies depending on the products offered by the Company and the policy owner's elections.
3, 3a	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Face Amount	Face amount will change, based upon what applicant applies for, with a minimum face amount equal to the minimums defined in the filed actuarial memo to an unlimited maximum based upon company rules and retention/reinsurance requirements.
3, 3a	Policy Date	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP100 Whole Life Paid Up at Age 100

3, 3a	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Maturity Date	All the policy owner specific contract data will be based upon each individual's information.
3	Benefit	Varies depending on the products offered by the Company and the policy owner's elections.
3	Annual Premium	All the policy owner specific contract data will be based upon each individual's information.
3	Years Payable	All the policy owner specific contract data will be based upon each individual's information.
3	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Year	All the policy owner specific contract data will be based upon each individual's information.
3	Total Initial Annual Premium Due on Policy Date	All the policy owner specific contract data will be based upon each individual's information.
3	Policy Fee	We would like to retain the right to change between \$0 and \$100. Any such change would be going forward for new issues only.
3	Payment Mode	Insured may choose to pay premiums annually, semi-annually, monthly, bi-weekly (Federal Employee Allotment only), single or military allotment.
3	Guaranteed Modal Factor	Variable based upon insured's premium payment mode selection.
3	State Department of Insurance Phone Number	Changed to reflect the DOI phone number for the state in which the policy is issued.
3	Reinstatement Interest Rate	We would like to retain the right to vary between 0% up to maximum fixed rate allowed by state law, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP100 Whole Life Paid Up at Age 100

3	Minimum Variable Policy Loan Interest Rate	1% higher than the rate designated in the Variable Loan Regulation.
3	Minimum Interest Rate for Dividends on Deposit	Varies between 0 and 5%.
3	Minimum Loan Repayment	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	In force Requested Illustration Fee	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	Maximum Fee for Terminal Illness Accelerated Benefit Rider	We would like to retain the right to change the maximum fee between \$0 and \$300. Any such change would be going forward for new issues only.
3a	Table of Guaranteed Values	Variable based on insured's individual information.
3a	Guaranteed mortality table for COI rates	We would submit an informational filing to address nonforfeiture and valuation requirements if we change to any new and approved mortality table. Any such change would be going forward for new issues only.
3a	Nonforfeiture Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.
3a	Nonforfeiture Dividend Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP75 Whole Life Paid Up at Age 75

Page #	[Variable Item]	Statement of Variability
Cover and Back Pages	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3, 3a	Insured	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Gender and Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3, 3a	Policy Owner	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Plan of Insurance	Varies depending on the products offered by the Company and the policy owner's elections.
3, 3a	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Face Amount	Face amount will change, based upon what applicant applies for, with a minimum face amount equal to the minimums defined in the filed actuarial memo to an unlimited maximum based upon company rules and retention/reinsurance requirements.
3, 3a	Policy Date	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP75 Whole Life Paid Up at Age 75

3, 3a	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Maturity Date	All the policy owner specific contract data will be based upon each individual's information.
3	Benefit	Varies depending on the products offered by the Company and the policy owner's elections.
3	Annual Premium	All the policy owner specific contract data will be based upon each individual's information.
3	Years Payable	All the policy owner specific contract data will be based upon each individual's information.
3	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Year	All the policy owner specific contract data will be based upon each individual's information.
3	Total Initial Annual Premium Due on Policy Date	All the policy owner specific contract data will be based upon each individual's information.
3	Policy Fee	We would like to retain the right to change between \$0 and \$100. Any such change would be going forward for new issues only.
3	Payment Mode	Insured may choose to pay premiums annually, semi-annually, monthly, bi-weekly (Federal Employee Allotment only), single or military allotment.
3	Guaranteed Modal Factor	Variable based upon insured's premium payment mode selection.
3	State Department of Insurance Phone Number	Changed to reflect the DOI phone number for the state in which the policy is issued.
3	Reinstatement Interest Rate	We would like to retain the right to vary between 0% up to maximum fixed rate allowed by state law, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP75 Whole Life Paid Up at Age 75

3	Minimum Variable Policy Loan Interest Rate	1% higher than the rate designated in the Variable Loan Regulation.
3	Minimum Interest Rate for Dividends on Deposit	Varies between 0 and 5%.
3	Minimum Loan Repayment	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	In force Requested Illustration Fee	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	Maximum Fee for Terminal Illness Accelerated Benefit Rider	We would like to retain the right to change the maximum fee between \$0 and \$300. Any such change would be going forward for new issues only.
3a	Table of Guaranteed Values	Variable based on insured's individual information.
3a	Guaranteed mortality table for COI rates	We would submit an informational filing to address nonforfeiture and valuation requirements if we change to any new and approved mortality table. Any such change would be going forward for new issues only.
3a	Nonforfeiture Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.
3a	Nonforfeiture Dividend Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP70 Whole Life Paid Up at Age 70

Page #	[Variable Item]	Statement of Variability
Cover and Back Pages	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3, 3a	Insured	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Gender and Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3, 3a	Policy Owner	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Plan of Insurance	Varies depending on the products offered by the Company and the policy owner's elections.
3, 3a	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Face Amount	Face amount will change, based upon what applicant applies for, with a minimum face amount equal to the minimums defined in the filed actuarial memo to an unlimited maximum based upon company rules and retention/reinsurance requirements.
3, 3a	Policy Date	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP70 Whole Life Paid Up at Age 70

3, 3a	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Maturity Date	All the policy owner specific contract data will be based upon each individual's information.
3	Benefit	Varies depending on the products offered by the Company and the policy owner's elections.
3	Annual Premium	All the policy owner specific contract data will be based upon each individual's information.
3	Years Payable	All the policy owner specific contract data will be based upon each individual's information.
3	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Year	All the policy owner specific contract data will be based upon each individual's information.
3	Total Initial Annual Premium Due on Policy Date	All the policy owner specific contract data will be based upon each individual's information.
3	Policy Fee	We would like to retain the right to change between \$0 and \$100. Any such change would be going forward for new issues only.
3	Payment Mode	Insured may choose to pay premiums annually, semi-annually, monthly, bi-weekly (Federal Employee Allotment only), single or military allotment.
3	Guaranteed Modal Factor	Variable based upon insured's premium payment mode selection.
3	State Department of Insurance Phone Number	Changed to reflect the DOI phone number for the state in which the policy is issued.
3	Reinstatement Interest Rate	We would like to retain the right to vary between 0% up to maximum fixed rate allowed by state law, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP70 Whole Life Paid Up at Age 70

3	Minimum Variable Policy Loan Interest Rate	1% higher than the rate designated in the Variable Loan Regulation.
3	Minimum Interest Rate for Dividends on Deposit	Varies between 0 and 5%.
3	Minimum Loan Repayment	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	In force Requested Illustration Fee	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	Maximum Fee for Terminal Illness Accelerated Benefit Rider	We would like to retain the right to change the maximum fee between \$0 and \$300. Any such change would be going forward for new issues only.
3a	Table of Guaranteed Values	Variable based on insured's individual information.
3a	Guaranteed mortality table for COI rates	We would submit an informational filing to address nonforfeiture and valuation requirements if we change to any new and approved mortality table. Any such change would be going forward for new issues only.
3a	Nonforfeiture Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.
3a	Nonforfeiture Dividend Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP65 Whole Life Paid Up at Age 65

Page #	[Variable Item]	Statement of Variability
Cover and Back Pages	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3, 3a	Insured	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Gender and Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3, 3a	Policy Owner	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Plan of Insurance	Varies depending on the products offered by the Company and the policy owner's elections.
3, 3a	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Face Amount	Face amount will change, based upon what applicant applies for, with a minimum face amount equal to the minimums defined in the filed actuarial memo to an unlimited maximum based upon company rules and retention/reinsurance requirements.
3, 3a	Policy Date	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP65 Whole Life Paid Up at Age 65

3, 3a	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Maturity Date	All the policy owner specific contract data will be based upon each individual's information.
3	Benefit	Varies depending on the products offered by the Company and the policy owner's elections.
3	Annual Premium	All the policy owner specific contract data will be based upon each individual's information.
3	Years Payable	All the policy owner specific contract data will be based upon each individual's information.
3	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Year	All the policy owner specific contract data will be based upon each individual's information.
3	Total Initial Annual Premium Due on Policy Date	All the policy owner specific contract data will be based upon each individual's information.
3	Policy Fee	We would like to retain the right to change between \$0 and \$100. Any such change would be going forward for new issues only.
3	Payment Mode	Insured may choose to pay premiums annually, semi-annually, monthly, bi-weekly (Federal Employee Allotment only), single or military allotment.
3	Guaranteed Modal Factor	Variable based upon insured's premium payment mode selection.
3	State Department of Insurance Phone Number	Changed to reflect the DOI phone number for the state in which the policy is issued.
3	Reinstatement Interest Rate	We would like to retain the right to vary between 0% up to maximum fixed rate allowed by state law, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP65 Whole Life Paid Up at Age 65

3	Minimum Variable Policy Loan Interest Rate	1% higher than the rate designated in the Variable Loan Regulation.
3	Minimum Interest Rate for Dividends on Deposit	Varies between 0 and 5%.
3	Minimum Loan Repayment	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	In force Requested Illustration Fee	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	Maximum Fee for Terminal Illness Accelerated Benefit Rider	We would like to retain the right to change the maximum fee between \$0 and \$300. Any such change would be going forward for new issues only.
3a	Table of Guaranteed Values	Variable based on insured's individual information.
3a	Guaranteed mortality table for COI rates	We would submit an informational filing to address nonforfeiture and valuation requirements if we change to any new and approved mortality table. Any such change would be going forward for new issues only.
3a	Nonforfeiture Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.
3a	Nonforfeiture Dividend Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP20Y Whole Life Paid Up at Year 20

Page #	[Variable Item]	Statement of Variability
Cover and Back Pages	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3, 3a	Insured	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Gender and Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3, 3a	Policy Owner	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Plan of Insurance	Varies depending on the products offered by the Company and the policy owner's elections.
3, 3a	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Face Amount	Face amount will change, based upon what applicant applies for, with a minimum face amount equal to the minimums defined in the filed actuarial memo to an unlimited maximum based upon company rules and retention/reinsurance requirements.
3, 3a	Policy Date	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP20Y Whole Life Paid Up at Year 20

3, 3a	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Maturity Date	All the policy owner specific contract data will be based upon each individual's information.
3	Benefit	Varies depending on the products offered by the Company and the policy owner's elections.
3	Annual Premium	All the policy owner specific contract data will be based upon each individual's information.
3	Years Payable	All the policy owner specific contract data will be based upon each individual's information.
3	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Year	All the policy owner specific contract data will be based upon each individual's information.
3	Total Initial Annual Premium Due on Policy Date	All the policy owner specific contract data will be based upon each individual's information.
3	Policy Fee	We would like to retain the right to change between \$0 and \$100. Any such change would be going forward for new issues only.
3	Payment Mode	Insured may choose to pay premiums annually, semi-annually, monthly, bi-weekly (Federal Employee Allotment only), single or military allotment.
3	Guaranteed Modal Factor	Variable based upon insured's premium payment mode selection.
3	State Department of Insurance Phone Number	Changed to reflect the DOI phone number for the state in which the policy is issued.
3	Reinstatement Interest Rate	We would like to retain the right to vary between 0% up to maximum fixed rate allowed by state law, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP20Y Whole Life Paid Up at Year 20

3	Minimum Variable Policy Loan Interest Rate	1% higher than the rate designated in the Variable Loan Regulation.
3	Minimum Interest Rate for Dividends on Deposit	Varies between 0 and 5%.
3	Minimum Loan Repayment	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	In force Requested Illustration Fee	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	Maximum Fee for Terminal Illness Accelerated Benefit Rider	We would like to retain the right to change the maximum fee between \$0 and \$300. Any such change would be going forward for new issues only.
3a	Table of Guaranteed Values	Variable based on insured's individual information.
3a	Guaranteed mortality table for COI rates	We would submit an informational filing to address nonforfeiture and valuation requirements if we change to any new and approved mortality table. Any such change would be going forward for new issues only.
3a	Nonforfeiture Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.
3a	Nonforfeiture Dividend Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP10Y Whole Life Paid Up at Year 10

Page #	[Variable Item]	Statement of Variability
Cover and Back Pages	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3, 3a	Insured	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Gender and Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3, 3a	Policy Owner	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Plan of Insurance	Varies depending on the products offered by the Company and the policy owner's elections.
3, 3a	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Face Amount	Face amount will change, based upon what applicant applies for, with a minimum face amount equal to the minimums defined in the filed actuarial memo to an unlimited maximum based upon company rules and retention/reinsurance requirements.
3, 3a	Policy Date	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP10Y Whole Life Paid Up at Year 10

3, 3a	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3, 3a	Maturity Date	All the policy owner specific contract data will be based upon each individual's information.
3	Benefit	Varies depending on the products offered by the Company and the policy owner's elections.
3	Annual Premium	All the policy owner specific contract data will be based upon each individual's information.
3	Years Payable	All the policy owner specific contract data will be based upon each individual's information.
3	Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3	Maturity/Expiry Year	All the policy owner specific contract data will be based upon each individual's information.
3	Total Initial Annual Premium Due on Policy Date	All the policy owner specific contract data will be based upon each individual's information.
3	Policy Fee	We would like to retain the right to change between \$0 and \$100. Any such change would be going forward for new issues only.
3	Payment Mode	Insured may choose to pay premiums annually, semi-annually, monthly, bi-weekly (Federal Employee Allotment only), single or military allotment.
3	Guaranteed Modal Factor	Variable based upon insured's premium payment mode selection.
3	State Department of Insurance Phone Number	Changed to reflect the DOI phone number for the state in which the policy is issued.
3	Reinstatement Interest Rate	We would like to retain the right to vary between 0% up to maximum fixed rate allowed by state law, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12WL-LP10Y Whole Life Paid Up at Year 10

3	Minimum Variable Policy Loan Interest Rate	1% higher than the rate designated in the Variable Loan Regulation.
3	Minimum Interest Rate for Dividends on Deposit	Varies between 0 and 5%.
3	Minimum Loan Repayment	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	In force Requested Illustration Fee	We would like to retain the right to change the maximum fee between \$0 and \$100. Any such change would be going forward for new issues only.
3	Maximum Fee for Terminal Illness Accelerated Benefit Rider	We would like to retain the right to change the maximum fee between \$0 and \$300. Any such change would be going forward for new issues only.
3a	Table of Guaranteed Values	Variable based on insured's individual information.
3a	Guaranteed mortality table for COI rates	We would submit an informational filing to address nonforfeiture and valuation requirements if we change to any new and approved mortality table. Any such change would be going forward for new issues only.
3a	Nonforfeiture Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.
3a	Nonforfeiture Dividend Interest Rate	We would like to retain the right to vary between 0% up to a maximum fixed rate allowed by regulation, except if such would cause any new reserve or nonforfeiture requirement. In such circumstances, we would submit an informational filing. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company

Contract Forms: 12APP Application for Individual Life Insurance

Page #	[Variable Item]	Statement of Variability
All	Company Address	Changed if company administrative office location changes
All	The product name	The company will be offering its whole life product with this application. The company would like to reserve the right to use this application with future life products as they are developed and approved.
2	Plan Options	Variable dependent on the plans the Company has available.

Statement of Variability

Company: State Mutual Insurance Company

Contract Form: 12WP Whole Life - Waiver of Premium Disability Rider

Page #	[Variable Item]	Statement of Variability
3	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3b (rider schedule)	Rider Insured	All the policy owner specific contract data will be based upon each individual's information.
3b (rider schedule)	Gender & Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3b (rider schedule)	Rider Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3b (rider schedule)	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3b (rider schedule)	Rider Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3b (rider schedule)	Rider Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3b (rider schedule)	Rider Annual Premiums	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Form: 12ADB Accidental Death Benefit Rider

Page #	[Variable Item]	Statement of Variability
3	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if the company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.

Statement of Variability

Company: State Mutual Insurance Company

Contract Form: 12DCR Dependent Children's Rider

Page #	[Variable Item]	Statement of Variability
3	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if the company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.

Statement of Variability

Company: State Mutual Insurance Company

Contract Form: 12GIO Whole Life Policy -- Guaranteed Insurability Option Rider

Page #	[Variable Item]	Statement of Variability
3	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if the company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3c (Rider Schedule)	Rider Insured	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Gender & Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Rider Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3c (Rider Schedule)	Option Amount	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Rider Annual Premium	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Rider Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Rider Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Regular Option Dates	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Form: ICC12GIO Whole Life Policy -- Guaranteed Insurability Option Rider

3c (Rider Schedule)	Special Options Start Date	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Beginning of Policy Year	All the policy owner specific contract data will be based upon each individual's information.
3c (Rider Schedule)	Attained Age	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Form: 12PWP Whole Life - Payor Waiver of Premium Death and Disability Rider

Page #	[Variable Item]	Statement of Variability
3	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.
3c (rider schedule)	Insured Payor	All the policy owner specific contract data will be based upon each individual's information.
3c (rider schedule)	Gender & Issue Age	All the policy owner specific contract data will be based upon each individual's information.
3c (rider schedule)	Rider Premium Class	Variable based on insured's information. Preferred Non-nicotine, Standard Non-nicotine, Standard Nicotine, Rated Non-Nicotine, Rated Nicotine currently. We would like the right to add rate classes, except where new rates may cause additional nonforfeiture or reserve issues. In such cases, we would submit an informational filing. Any such change would be going forward for new issues only.
3c (rider schedule)	Policy Number	All the policy owner specific contract data will be based upon each individual's information.
3c (rider schedule)	Rider Issue Date	All the policy owner specific contract data will be based upon each individual's information.
3c (rider schedule)	Rider Expiry Date	All the policy owner specific contract data will be based upon each individual's information.
3c (rider schedule)	Rider Annual Premiums	All the policy owner specific contract data will be based upon each individual's information.

Statement of Variability

Company: State Mutual Insurance Company

Contract Form: 12TIAB Terminal Illness Accelerated Death Benefit Rider

Page #	[Variable Item]	Statement of Variability
4	Officer Signatures/Home Office Location/Correspondence Address/Telephone Number/Fax Number/Internet Address	Changed if the company officers, company phone number, fax number or internet address changes. The company address is bracketed with the option to include both the home and the correspondence address or a single address and to allow for the change of these addresses upon relocation.

Statement of Variability

Company: State Mutual Insurance Company
Form: 12REPL – Replacement Notice

Page #	[Variable Item]	Statement of Variability
1 & 2	Company Address	Changed if the company address changes.

Statement of Variability

Company: State Mutual Insurance Company

Form: CONS - Notice and Consent for Testing of Bodily Fluids, Which May Include AIDS Virus (HIV)
Antibody/Antigen Testing

Page #	[Variable Item]	Statement of Variability
1	Company Address	Changed if the company address changes.

Statement of Variability

Company: State Mutual Insurance Company

Form: EXCH - Section 1035 Exchange

Page #	[Variable Item]	Statement of Variability
1 & 2	Company Address	Changed if the company address changes.

Statement of Variability

Company: State Mutual Insurance Company

Form: HIPAA - Authorization for Release of Information

Page #	[Variable Item]	Statement of Variability
1	Company Address	Changed if the company address changes.

Statement of Variability

Company: State Mutual Insurance Company

Form: TLIR - Temporary Life Insurance Agreement & Receipt

Page #	[Variable Item]	Statement of Variability
All	Company Address	Changed if the company address changes.
Page 1 of 2	Maximum Amount of Insurability Protection	Currently \$250,000. The Company would like to reserve the right to vary the maximum between \$100,000 and \$1,000,000. Any such change would be going forward for new issues only.
Page 2 of 2	Maximum Aggregate Benefit Payable	Currently \$500,000. The Company would like to reserve the right to vary the maximum aggregate benefit between \$250,000 and \$1,000,000. Any such change would be going forward for new issues only.

Statement of Variability

Company: State Mutual Insurance Company
Form: NOIP - Notice of Information Practices

Page #	[Variable Item]	Statement of Variability
1	Company Address	Changed if the company address changes.
1	MIB, Inc. Address, Phone Number, Web Address	Changed if MIB, Inc. changes its address, phone number or web address.



Delos H. Yancey, III LLIF, Chairman, President and CEO

February 21, 2012

To Whom It May Concern:

Please allow this letter to serve as authorization for Problem Solving Enterprises, Inc. to make rate, rule and form filings on behalf of State Mutual Insurance Company, a Legal Reserve Mutual Life Insurance Company. Problem Solving Enterprises serves as actuarial and compliance consultants for State Mutual Insurance Company.

Any questions may be directed to me at 706-291-1054.

Sincerely,

A handwritten signature in black ink, appearing to read 'Delos H. Yancey, III', written in a cursive style.

Delos H. Yancey, III
Chairman, President and CEO

NAIC #69132
FEIN #58-1449898