Filing at a Glance

Company:	TIAA-CREF Life Insurance Company
Product Name:	TGMVUL2011- Group Variable Universal Life Insurance
State:	Arkansas
TOI:	L06G Group Life - Variable
Sub-TOI:	L06G.002 Single Life - Flexible Premium
Filing Type:	Form
Date Submitted:	01/13/2012
SERFF Tr Num:	TCRE-127971740
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	TGMVUL2011-AR
Implementation Date Requested:	On Approval
Author(s):	Patrick McGroarty, Peretz Perl
Reviewer(s):	Linda Bird (primary)
Disposition Date:	07/27/2012
Disposition Status:	Approved-Closed
Implementation Date:	

State Filing Description:

State: *Arkansas* **Filing Company:** *TIAA-CREF Life Insurance Company*
TOI/Sub-TOI: *L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*
Product Name: *TGMVUL2011- Group Variable Universal Life Insurance*
Project Name/Number: *Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*

General Information

Project Name: Group Variable Blazer Initiative 2012
Project Number: TGMVUL2011-AR,et al
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Discretionary
Filing Status Changed: 07/27/2012
State Status Changed: 01/20/2012
Created By: Patrick McGroarty
Corresponding Filing Tracking Number: TGMVUL2011-AR

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Deemer Date:
Submitted By: Patrick McGroarty

Filing Description:

Enclosed for your approval are the following TIAA-CREF Life Insurance Company, Single Life - life insurance forms described below. These forms are new and do not replace any forms previously approved by your Department. We plan to introduce these forms in April of 2012 which is when we hope to have sufficient approvals to market this product.

We assure you that we will comply with the following Rules & Regulations:

• Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)

• Rule & Regulation 49 (Notice Of The Arkansas Life And Health Insurance Guaranty Association Act)

• ACA 23-79-138 (Complaint Notice)

These certificate(s) are to be issued under a master group contract to be issued to a Delaware based trust company. The trust company will serve as contract owner on behalf of a group consisting of the clients of a third party financial services company.

Forms Brief Description
TGMVUL2011-AR Single-Life Flexible Premium Adjustable Variable Universal Life Insurance Certificate, Nonparticipating.

TGMECSV12011 Enhanced Cash Value Rider - for use with our Group Life insurance Certificate form TGMVUL2011-AR and TGMUL2011-AR (being filed separately under SERFF tracking number TCRE-127985738).

TGMLTA12011 Long Term Accumulation Rider - for use with our Group Life insurance Certificate form TGMVUL2011-AR.

TGMOVRLOAN.1 Overloan Protection Endorsement - for use with our Group Life insurance Certificate form TGMVUL2011-AR and TGMUL2011-AR (being filed separately under SERFF tracking number TCRE-127985738).

TGMSVWMC12011 Waiver of Monthly Charges Rider - for use with our Group Life insurance Certificate form TGMVUL2011-AR and TGMUL2011-AR (being filed separately under SERFF tracking number TCRE-127985738).

TGMAVEND Aviation Limitation Endorsement - for use with our Group Life insurance Certificate form TGMVUL2011-AR and TGMUL2011-AR (being filed separately under SERFF tracking number TCRE-127985738).

TMCREPLMTEND Replacement Endorsement - for use with our Group Life insurance Certificate form TGMVUL2011-AR

Certificate Form: TGMVUL2011-AR
Form TGMVUL2011-AR is a “single life”, non-participating, individual, flexible premium adjustable variable universal life insurance certificate.

The certificate provides adjustable life insurance coverage on the insured while the certificate is in force. The proceeds payable on death are the death benefit less any outstanding loan balance less any monthly deductions due and unpaid. The death benefit depends on the face amount, certificate value, premiums paid, death benefit option, and requirements of the Internal Revenue Code.

The certificate is available at total face amounts of $100,000 or higher.

At issue, the certificate holder will select one of two IRC tests for compliance: the Cash Value Accumulation Test (“CVAT”) and the Guideline Premium Test (“GPT”). Under the CVAT, the death benefit is always at least as great as the certificate value divided by the net single premium per dollar of death benefit. Under the GPT, the death benefit is always at least as great as the certificate value multiplied by the death benefit percentage for the insured’s attained age. The net single premiums or death benefit percentages are listed in the certificate.

The variable (or John Doe) information on the certificate is shown on certificate data pages 4-11. Pages 5-10 reflect certificate benefits and premiums, and certificate charges, respectively. For illustrative purposes, we have inserted two versions of page 11 in form with a distinctive code number: one reflecting the Table of Net Single Premiums per $1,000 of Death Benefit for the Cash Value Accumulation Test under Section 7702 of the Internal Revenue Code, and the other reflecting the Table of Death Benefit Corridor Factors for the Guideline Premium Test under Section 7702 of the Internal Revenue Code. When the certificate is issued, it will include the appropriate page 11 in form TGMVUL2011-AR.

Forms TGMVUL2011-AR will be marketed with an illustration.

Certificate TGMVUL2011-AR contains the following benefits

Accelerated Death Benefit Option - If the insured suffers from a terminal illness, the certificate holder may accelerate all or a portion of the death benefit associated with the base face amount layers of coverage. Please refer to the Actuarial memorandum for additional details.

Charitable Benefit
In addition to the death benefit, the certificate will pay an extra benefit upon death of the insured if the certificate is still in force at that time. This extra benefit is paid to a charitable institution selected by the certificate holder and equals the lesser of $100,000 and 1% of the base face amount. Supplemental face amount does not contribute to the amount of this extra benefit.

No-Lapse Guarantee (“NLG”)
The certificate is guaranteed not to lapse during the no-lapse period if premiums paid less partial withdrawals and any outstanding loan is no less than the monthly no-lapse premiums payable to date. The monthly no-lapse premium is disclosed in the certificate. The no-lapse period ends at attained age 75 but is never shorter than 5 or longer than 20 certificate years.

While the premium requirement is satisfied, during the first 5 certificate years, the NLG guarantees all base and supplemental layers of coverage will remain in force. After the first 5 certificate years, for any remaining no-lapse period, the NLG guarantees only the base layers of coverage and no longer guarantees the supplemental layers will remain in force.

While the premium requirement is not satisfied, the NLG will not prevent the certificate from lapsing. At any time during the no-lapse period, if the premium requirement is not satisfied, the owner may pay sufficient additional premium to satisfy the requirement. If the certificate value is insufficient to cover monthly deductions, but the certificate remains in force because of the NLG, the certificate value will not be reduced below zero.

Loans
Certificate holders may take loans of amounts up to 90% of the certificate value less any surrender charge subject to limits stated in the certificate. A portion of the certificate value equal to the outstanding loan principal will be taken from the investment accounts and set aside as collateral in the loan account. Each time a loan is taken or repaid and on each anniversary, collateral is transferred so that the loan account equals the outstanding loan balance including accrued interest. The interest rate credited to the loan account may differ from the rates credited to the unimpaired fixed accounts but will never be less than the guaranteed minimum rate.

Please refer to the actuarial memorandum for additional details

RIDERS AND ENDORSEMENTS

Long Term Accumulation Rider, Form TGMLTA12011
The Long Term Accumulation Rider (“LTAR”) attaches to variable universal life insurance form TGMVUL2011-AR. The rider is designed for owners who intend to heavily fund the certificate, especially in its early years. There are no additional charges to add this rider, but attaching this rider changes the charges under the base certificate.

The rider will be available at all issue ages, face amounts and risk classes for which the base certificate is available. The rider may be added only at certificate issue and, if added, may not be terminated prior to certificate termination.

Enhanced Cash Value Rider, Form TGMECSV12011
The Enhanced Cash Value Rider (“ECVR”) attaches to variable universal life insurance form TGMVUL2011-AR and universal life insurance form TGMUL2011-AR (filed separately under SERFF tracking number TCRE-127985738). The rider is designed for owners who want to maximize their ability to access certificate value in the early years of the certificate.

Waiver of Monthly Charges Rider Form TGMSVWMC12011
This rider will waive monthly charges if the insured becomes totally disabled under variable universal life insurance form TGMVUL2011-AR and universal life insurance form TGMUL2011-AR (filed separately under SERFF tracking number TCRE-127985738). If this rider is added to the certificate, there is an additional monthly charge that continues until attained age 65 but will be waived if the insured is totally disabled. The rider charge is a percentage of all other monthly charges, excluding the charge for this rider, under the base certificate and any other riders attached to the certificate.

Overloan Protection Endorsement, Form TGMOVRLOAN.1
The Overloan Protection Endorsement, form TGMOVRLOAN.1is for use with variable universal life insurance form TGMVUL2011-AR and universal life insurance form TGMUL2011-AR (filed separately under SERFF tracking number TCRE-127985738) and prevents the certificate from lapsing due to a loan when the criteria listed in the endorsement are satisfied. It is an optional endorsement that may be added to universal, variable, survivorship universal, and survivorship variable universal life insurance certificates. The primary purpose is to avoid the potentially taxable event of a certificate lapsing with an outstanding loan.

There is no monthly charge for adding this endorsement to the contract. However, upon becoming Overloaned, the certificate value will be reduced to the outstanding loan and held in a fixed interest account. The certificate value will receive interest

credited at an annual effective rate of 3.00%, and the outstanding loan will also accumulate at the same 3.00% rate.

Aviation Limitation Endorsement Form TGMAVEND
Endorsement form TGMAVEND – is for use with our Group Life insurance Certificate forms TGMVUL2011-AR and TGMUL2011-AR (filed separately under SERFF tracking number TCRE-127985738). This endorsement limits the death benefit payable under the certificate if the insured's death results from any aviation activity.

Replacement Endorsement- TMCREPLMTEND
Currently, under non replacement situations during the free look period we are required to return premiums paid. However, pursuant to Arkansas Regulatory Activity Rule and Regulation 97 - Section 6, in the case of a variable or market value adjustment policy or contract, we are required to return payment of the cash surrender value provided under the policy or contract plus the fees and other charges deducted from the gross premiums or considerations or imposed under the policy or contract.

Endorsement form number TMCREPLMTEND will be used when the certificate owner has replaced a previous life insurance product with TGMVUL2011-AR. The language contained within this endorsement is consistent with the processes in which we would process the allocation of the premium payment during the "Right to cancel period" on a variable life insurance certificate \and the return of account value plus expenses on a newly issued replacement certificate.

Enrollment forms / Applications

Enrollment form TCL-MFGFAP-G
Upon approval, Enrollment form TCL-MFGFAP-G will be used when applying for the certificate forms TGMVUL2011-AR and TGMUL2011-AR (being filed separately under SERFF tracking number TCRE-127985738). Enrollment form TCL-MFGFAP-G will be combined with form number TCL-MFGAGT-G and TCL- MFGTEL-G to make a complete set.

In addition, we intend to use the following application/enrollment forms to support TCL-MFGFAP-G:

Application forms Description

TCL-MFGAGT-G Agent's Section form- for use with our Enrollment form TCL-MFGFAP-G. This is a form meant for internal use only and will be attached to our enrollment form TCL-MFGFAP-G and our Telephone Authorization form TCL-MFGTEL-G.

TCL-MFGTEL-G Telephone Authorization form - for use with Enrollment form TCL-MFGFAP-G and will be attached to our enrollment form TCL-MFGFAP-G and the Agent Section form, number TCL-MFGAGT-G.

TCL-MFGMDE-G Life Insurance Enrollment Form - Part II – Medical report - for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGMED-G Medical Certification form - for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGAMD-G Amendment to Enrollment form – for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGAOW-G Amendment to Enrollment form – for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGACQ-G Avocation Supplement form – for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGSUI-G Investor Profile & Suitability form – for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGAMI-G Senior Supplement - for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGGHS-G Health Statement - for use with Enrollment form TCL-MFGFAP-G.

TCL-MFGTIA-G Temporary Life Insurance Receipt and Agreement - for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGSCH-G Customized Schedule form - for use with our Enrollment form TCL-MFGFAP-G.

TCL-MFGROP-G Supplemental Questionnaire - Asset Allocation (Variable Life) - for use with our Enrollment form TCL-MFGFAP-G.

Extension of use:
We wish to use our previously approved Aviation Questionnaire, form number F11218, approved by your Department on Sept. 20, 2007 (SERFF tracking TCRE-125279710).

Additional Enclosures

We are also enclosing the applicable actuarial memorandums and readability certification.

General Information

Our certificate and the related forms will be marketed primarily to a group consisting of the clients of a third party financial services company. These forms will be distributed through brokers and commissioned sales agents.

We have bracketed those elements that are being submitted as variable. Please be advised that the issued certificates and other forms will not contain variable language. The forms will be pre-printed or laser emitted with identical language approved by the Department. We reserve the right to change the book-turn duplex printing, pagination, location of print lines and words, signature graphic, and the type of font (but not to a point size less than 10) of this form without resubmitting for approval.

Thank you for your consideration of our submission.

Company and Contact

Filing Contact Information

Pat McGroarty, Senior Contract Forms Specialist
730 Third Avenue
730/3/33
New York, NY 10017

pmcgroarty@tiaa-cref.org

212-913-3284 [Phone]
212-916-5903 [FAX]

Filing Company Information

TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017
(212) 490-9000 ext. [Phone]

CoCode: 60142
Group Code: 1216
Group Name: TIAA-CREF
FEIN Number: 13-3917848

State of Domicile: New York
Company Type: L&H
State ID Number:

State: *Arkansas* **Filing Company:** *TIAA-CREF Life Insurance Company*
TOI/Sub-TOI: *L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*
Product Name: *TGMVUL2011- Group Variable Universal Life Insurance*
Project Name/Number: *Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*

Filing Fees

Fee Required?	Yes
Fee Amount:	$1,050.00
Retaliatory?	No
Fee Explanation:	21 X $50.00
Per Company:	No

Company	Amount	Date Processed	Transaction #
TIAA-CREF Life Insurance Company	$1,050.00	01/13/2012	55276194

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
TOI/Sub-TOI: L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium
Product Name: TGMVUL2011- Group Variable Universal Life Insurance
Project Name/Number: Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/27/2012	07/27/2012
Approved-Closed	Linda Bird	01/20/2012	01/20/2012
Approved-Closed	Linda Bird	01/19/2012	01/19/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Variable Universal Life Insurance Certificate	Patrick McGroarty	01/20/2012	01/20/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
RE: Withdraw form number TCL-MFGSUI-G INVESTOR PROFILE & SUITABILITY	Note To Reviewer	Karen Modric	07/27/2012	07/27/2012
Would it be possible to reopen the filing.	Note To Reviewer	Patrick McGroarty	01/19/2012	01/19/2012

State:	*Arkansas*	**Filing Company:**	*TIAA-CREF Life Insurance Company*
TOI/Sub-TOI:	*L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*		
Product Name:	*TGMVUL2011- Group Variable Universal Life Insurance*		
Project Name/Number:	*Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*		

Disposition

Disposition Date: 07/27/2012

Implementation Date:

Status: Approved-Closed

Comment: Filing re-opened in order to withdraw form number TCL-MFGSUI-G INVESTOR PROFILE & SUITABILITY

Rate data does NOT apply to filing.

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
TOI/Sub-TOI: L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium
Product Name: TGMVUL2011- Group Variable Universal Life Insurance
Project Name/Number: Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Enhanced Cash Value Rider Actuarial memorandum and Exhibits		No
Supporting Document	Overloan Protection Endorsement Actuarial Memorandum and Exhibits		No
Supporting Document	Long Term Accumulation Rider Actuarial Memorandum and Exhibits		No
Supporting Document	Waiver of Monthly Charges Actuarial Memorandum and Exhibits		No
Supporting Document	Arkansas Regulation 33 Certification of Complaince		Yes
Form (revised)	Flexible Premium Variable Universal Life Insurance Certificate		Yes
Form	Flexible Premium Variable Universal Life Insurance Certificate	Replaced	Yes
Form	Enhanced Cash Value Rider		Yes
Form	Long Term Accumulation Rider		Yes
Form	Overloan Protection Endorsement		Yes
Form	Waiver of Monthly Charges Rider		Yes
Form	Aviation Limitation Endorsement		Yes
Form	LIFE INSURANCE ENROLLMENT FORM – PART I		Yes
Form	LIFE INSURANCE ENROLLMENT FORM – PART II		Yes
Form	AMENDMENT TO ENROLLMENT FORM		Yes

State: *Arkansas* **Filing Company:** *TIAA-CREF Life Insurance Company*
TOI/Sub-TOI: *L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*
Product Name: *TGMVUL2011- Group Variable Universal Life Insurance*
Project Name/Number: *Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	AMENDMENT TO ENROLLMENT FORM		Yes
Form	AGENT'S SECTION		Yes
Form	TELEPHONE AUTHORIZATION		Yes
Form	SUPPLEMENTAL QUESTIONNAIRE FOR VARIABLE UNIVERSAL LIFE INSURANCE		Yes
Form	CUSTOMIZED SCHEDULE		Yes
Form	INVESTOR PROFILE & SUITABILITY	Withdrawn	Yes
Form	SUPPLEMENT TO THE ENROLLMENT FORM HEALTH STATEMENT		Yes
Form	AVOCATION SUPPLEMENT		Yes
Form	MEDICAL CERTIFICATION		Yes
Form	TEMPORARY LIFE INSURANCE RECEIPT AND AGREEMENT		Yes
Form	SENIOR SUPPLEMENT		Yes
Form	Certificate Replacement Endorsement		Yes

Disposition

Disposition Date: 01/20/2012
Implementation Date:
Status: Approved-Closed
Comment: Correction made to the original submission.

Rate data does NOT apply to filing.

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
TOI/Sub-TOI: L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium
Product Name: TGMVUL2011- Group Variable Universal Life Insurance
Project Name/Number: Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Enhanced Cash Value Rider Actuarial memorandum and Exhibits		No
Supporting Document	Overloan Protection Endorsement Actuarial Memorandum and Exhibits		No
Supporting Document	Long Term Accumulation Rider Actuarial Memorandum and Exhibits		No
Supporting Document	Waiver of Monthly Charges Actuarial Memorandum and Exhibits		No
Supporting Document	Arkansas Regulation 33 Certification of Complaince		Yes
Form (revised)	Flexible Premium Variable Universal Life Insurance Certificate		Yes
Form	Flexible Premium Variable Universal Life Insurance Certificate	Replaced	Yes
Form	Enhanced Cash Value Rider		Yes
Form	Long Term Accumulation Rider		Yes
Form	Overloan Protection Endorsement		Yes
Form	Waiver of Monthly Charges Rider		Yes
Form	Aviation Limitation Endorsement		Yes
Form	LIFE INSURANCE ENROLLMENT FORM – PART I		Yes
Form	LIFE INSURANCE ENROLLMENT FORM – PART II		Yes
Form	AMENDMENT TO ENROLLMENT FORM		Yes

State: *Arkansas* **Filing Company:** *TIAA-CREF Life Insurance Company*
TOI/Sub-TOI: *L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*
Product Name: *TGMVUL2011- Group Variable Universal Life Insurance*
Project Name/Number: *Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	AMENDMENT TO ENROLLMENT FORM		Yes
Form	AGENT'S SECTION		Yes
Form	TELEPHONE AUTHORIZATION		Yes
Form	SUPPLEMENTAL QUESTIONNAIRE FOR VARIABLE UNIVERSAL LIFE INSURANCE		Yes
Form	CUSTOMIZED SCHEDULE		Yes
Form	INVESTOR PROFILE & SUITABILITY	Withdrawn	Yes
Form	SUPPLEMENT TO THE ENROLLMENT FORM HEALTH STATEMENT		Yes
Form	AVOCATION SUPPLEMENT		Yes
Form	MEDICAL CERTIFICATION		Yes
Form	TEMPORARY LIFE INSURANCE RECEIPT AND AGREEMENT		Yes
Form	SENIOR SUPPLEMENT		Yes
Form	Certificate Replacement Endorsement		Yes

Disposition

Disposition Date: 01/19/2012
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
TOI/Sub-TOI: L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium
Product Name: TGMVUL2011- Group Variable Universal Life Insurance
Project Name/Number: Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Enhanced Cash Value Rider Actuarial memorandum and Exhibits		No
Supporting Document	Overloan Protection Endorsement Actuarial Memorandum and Exhibits		No
Supporting Document	Long Term Accumulation Rider Actuarial Memorandum and Exhibits		No
Supporting Document	Waiver of Monthly Charges Actuarial Memorandum and Exhibits		No
Supporting Document	Arkansas Regulation 33 Certification of Complaince		Yes
Form (revised)	Flexible Premium Variable Universal Life Insurance Certificate		Yes
Form	Flexible Premium Variable Universal Life Insurance Certificate	Replaced	Yes
Form	Enhanced Cash Value Rider		Yes
Form	Long Term Accumulation Rider		Yes
Form	Overloan Protection Endorsement		Yes
Form	Waiver of Monthly Charges Rider		Yes
Form	Aviation Limitation Endorsement		Yes
Form	LIFE INSURANCE ENROLLMENT FORM – PART I		Yes
Form	LIFE INSURANCE ENROLLMENT FORM – PART II		Yes
Form	AMENDMENT TO ENROLLMENT FORM		Yes

State: *Arkansas* **Filing Company:** *TIAA-CREF Life Insurance Company*
TOI/Sub-TOI: *L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*
Product Name: *TGMVUL2011- Group Variable Universal Life Insurance*
Project Name/Number: *Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	AMENDMENT TO ENROLLMENT FORM		Yes
Form	AGENT'S SECTION		Yes
Form	TELEPHONE AUTHORIZATION		Yes
Form	SUPPLEMENTAL QUESTIONNAIRE FOR VARIABLE UNIVERSAL LIFE INSURANCE		Yes
Form	CUSTOMIZED SCHEDULE		Yes
Form	INVESTOR PROFILE & SUITABILITY	Withdrawn	Yes
Form	SUPPLEMENT TO THE ENROLLMENT FORM HEALTH STATEMENT		Yes
Form	AVOCATION SUPPLEMENT		Yes
Form	MEDICAL CERTIFICATION		Yes
Form	TEMPORARY LIFE INSURANCE RECEIPT AND AGREEMENT		Yes
Form	SENIOR SUPPLEMENT		Yes
Form	Certificate Replacement Endorsement		Yes

Amendment Letter

Submitted Date: 01/20/2012

Comments:

We have changed the word "certificate" to "policy" in the following sentence appearing on the bottom of page 26 to read as follows:

The investment policy of the separate account cannot be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
TGMVUL2011-AR	Certificate	Flexible Premium Variable Universal Life Insurance Certificate	Initial				0.000	TGMVUL2011-AR.pdf

State:	*Arkansas*	**Filing Company:**	*TIAA-CREF Life Insurance Company*
TOI/Sub-TOI:	*L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*		
Product Name:	*TGMVUL2011- Group Variable Universal Life Insurance*		
Project Name/Number:	*Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*		

Note To Reviewer

Created By:

Karen Modric on 07/27/2012 08:53 AM

Last Edited By:

Karen Modric

Submitted On:

07/27/2012 08:53 AM

Subject:

RE: Withdraw form number TCL-MFGSUI-G INVESTOR PROFILE & SUITABILITY

Comments:

Hello,

Would it be possible to open this filing to withdraw form number TCL-MFGSUI-G INVESTOR PROFILE & SUITABILITY, because we believe the suitability questions on our enrollment form TCL-MFGFAP-G, page 5, Section H are sufficient. We look forward to hearing from you.

Thank you for your time.

State:	*Arkansas*	**Filing Company:**	*TIAA-CREF Life Insurance Company*
TOI/Sub-TOI:	*L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*		
Product Name:	*TGMVUL2011- Group Variable Universal Life Insurance*		
Project Name/Number:	*Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*		

Note To Reviewer

Created By:

Patrick McGroarty on 01/19/2012 01:26 PM

Last Edited By:

Patrick McGroarty

Submitted On:

01/19/2012 01:27 PM

Subject:

Would it be possible to reopen the filing.

Comments:

Thank you for your approval.

Would it be possible to reopen the filing. I have the following minor change to make to page 26 of the certificate.

We have changed the word "certificate" to "policy" in the following sentence appearing on the bottom of page 26.

Currently we show...

The investment certificate of the separate account cannot be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

It should have read...

The investment policy of the separate account cannot be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
TOI/Sub-TOI: L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium
Product Name: TGMVUL2011- Group Variable Universal Life Insurance
Project Name/Number: Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al

Form Schedule

Lead Form Number: TGMVUL2011-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		TGMVUL2011-AR	CER	Flexible Premium Variable Universal Life Insurance Certificate	Initial:	0.000	TGMVUL2011-AR.pdf
2		TGMECSV12011	CERA	Enhanced Cash Value Rider	Initial:	54.000	TGMECSV12011 Enhanced Cash Value Rider.pdf
3		TGMLTA12011	CERA	Long Term Accumulation Rider	Initial:	0.000	TGMLTA12011 - Group Long Term Accumulation Rider.pdf
4		TGMOVRLOAN.1	CERA	Overloan Protection Endorsement	Initial:	65.900	TGMOVRLOAN.1 Group Overloan Endorsement WO.pdf
5		TGMSVWMC12011	CERA	Waiver of Monthly Charges Rider	Initial:	59.600	TGMSVWMC12011 Waiver Rider.pdf
6		TMGAVEND	CERA	Aviation Limitation Endorsement	Initial:	51.700	TMGAVEND Group Aviation Endorsement.pdf
7		TCL-MFGFAP-G	AEF	LIFE INSURANCE ENROLLMENT FORM – PART I	Initial:	50.100	TCL-MFGFAP-G_APP_KW_v5_122811[2].pdf
8		TCL-MFGMDE-G	AEF	LIFE INSURANCE ENROLLMENT FORM – PART II	Initial:	54.500	TCL-MFGMDE-G_APP_KW_v8_1312[2].pdf
9		TCL-MFGAMD-G	AEF	AMENDMENT TO ENROLLMENT FORM	Initial:	53.100	TCL-MFGAMD-G_APP_KW_v2_121611.pdf

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
TOI/Sub-TOI: L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium
Product Name: TGMVUL2011- Group Variable Universal Life Insurance
Project Name/Number: Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al

Lead Form Number: TGMVUL2011-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
10		TCL-MFGAOW-G	AEF	AMENDMENT TO ENROLLMENT FORM	Initial:	51.600	TCL-MFGAOW-G_APP_KW_v3_1912[1].pdf
11		TCL-MFGAGT-G	AEF	AGENT'S SECTION	Initial:	0.000	TCL-MFGAGT-G_APP_KW_v5_122811[2].pdf
12		TCL-MFGTEL-G	AEF	TELEPHONE AUTHORIZATION	Initial:	45.300	TCL-MFGTEL-G_APP_KW_v5_122811[1].pdf
13		TCL-MFGROP-G	AEF	SUPPLEMENTAL QUESTIONNAIRE FOR VARIABLE UNIVERSAL LIFE INSURANCE	Initial:	0.000	TCL-MFGROP-G_APP_KW_v2_122111[1].pdf
14		TCL-MFGSCH-G	AEF	CUSTOMIZED SCHEDULE	Initial:	56.200	TCL-MFGSCH-G_APP_KW_v1_121711.pdf
15	Withdrawn 07/27/2012	TCL-MFGSUI-G	AEF	INVESTOR PROFILE & SUITABILITY	Initial:	0.000	TCL-MFGSUI-G_APP_KW_v3_122211.pdf
16		TCL-MFGGHS-G	AEF	SUPPLEMENT TO THE ENROLLMENT FORM HEALTH STATEMENT	Initial:	54.700	TCL-MFGGHS-G_APP_KW_v3_122211.pdf
17		TCL-MFGACQ-G	AEF	AVOCATION SUPPLEMENT	Initial:	64.600	TCL-MFGACQ-G_APP_KW_v8_1412[1].pdf

State: *Arkansas* **Filing Company:** *TIAA-CREF Life Insurance Company*
TOI/Sub-TOI: *L06G Group Life - Variable/L06G.002 Single Life - Flexible Premium*
Product Name: *TGMVUL2011- Group Variable Universal Life Insurance*
Project Name/Number: *Group Variable Blazer Initiative 2012/TGMVUL2011-AR,et al*

Lead Form Number: TGMVUL2011-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
18		TCL-MFGMED-G	AEF	MEDICAL CERTIFICATION	Initial:	53.400	TCL-MFGMED-G_APP_KW_v2_122111.pdf
19		TCL-MFGTIA-G	AEF	TEMPORARY LIFE INSURANCE RECEIPT AND AGREEMENT	Initial:	56.500	TCL-MFGTIA-G_APP_KW_v3_122011.pdf
20		TCL-MFGAMI-G	AEF	SENIOR SUPPLEMENT	Initial:	70.200	TCL-MFGAMI-G_APP_KW_v4_122811[1].pdf
21		TMCREPLMTEND	CERA	Certificate Replacement Endorsement	Initial:	0.000	TMCREPLMTEND.pdf

Form Type Legend:

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

TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Your Flexible Premium Variable Universal Life Insurance Certificate

PLEASE READ THIS CERTIFICATE CAREFULLY. This certificate states the rights that the owner(s) have under a Group Insurance Contract (The Contract) issued by TIAA-CREF Life Insurance Company to the Contract Owner under a trust agreement. This certificate is issued in consideration of the enrollment form and the payment of the first premium.

Subject to the conditions specified in this certificate, you may request to accelerate part of this certificate's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this certificate
Throughout this document, you and your mean the owner or owners of the certificate named in the enrollment form or in any later change shown in our records. We, us and our refer to TIAA-CREF Life Insurance Company.

Your right to cancel this certificate
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions
If you have any questions about your certificate or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]

Marjorie Pierre-Merritt *Secretary*	Anthony M. Davis *President and CEO*

Key features of your Flexible Premium Variable Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during the insured's lifetime**
- **Premiums can be allocated to the fixed accounts and/or to our investment accounts**
- **No-Lapse Guarantee period**
- **Charitable Giving Benefit**
- **Certificate value, death benefit and length of coverage can be variable or fixed according to the provisions of this certificate and may increase or decrease depending on investment performance**
- **Minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this certificate**
- **Pays death benefit proceeds when the person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**

About the contract and your certificate

The Contract (including a certificate and any riders and endorsements) constitutes the entire contract between TIAA-CREF Life and the contract owner, and the provisions therein alone will govern with respect to the rights and obligations of TIAA-CREF Life. The sole responsibility of the contract owner is to serve as a party to the Contract. The payment of premiums is the consideration for the contract.

Your legal agreement with us includes your enrollment form, this certificate and any riders or endorsements that are attached to it. It also includes enrollment forms or applications that are attached for any later changes you made to the certificate.

We have assumed that all statements you made in your enrollment form are true to the best of your knowledge and belief. We relied on these statements when we issued this certificate. These statements in the absence of fraud are representations only — they are not warranties. We will only use these statements to cancel this certificate or contest a claim if you made a material misrepresentation in your enrollment form.

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

You will find the detailed terms of your certificate in sections 2 and 3 of this document followed by the terms of any riders you have added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance certificate. Please read it carefully and keep it in a safe place. We have divided it into three main sections.

Section 1 — A summary of your certificate

This section is a brief summary of your certificate. It tells you your certificate's key values, benefits and charges, and reminds you of the choices you made on your enrollment form.

Section 2 — How your certificate works

This section describes how the main benefits and features of your certificate work. It also explains the changes you can make to your certificate and other things you can do under it.

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Overloan Protection Endorsement]

Section 1 — A summary of your certificate

Certificate information	Certificate owner [JOHN DOE] Plan Flexible Premium Variable Universal Life Insurance Certificate number [12345678] Minimum Face Amount $[100,000.00] Person insured by the certificate [JOHN DOE] Issue age [35] Gender [MALE] Underwriting class [PREFERRED PLUS NON TOBACCO] Issue date [01/01/2013] Certificate date [01/01/2013] Monthly charge date [1]
Certificate benefits	Total Initial Face Amount $[100,000.00] Initial Base Face Amount $[100,000.00] Initial Supplemental Face Amount $[0.00] Death benefit option [A - Level] [Initial Charitable Giving Benefit $1,000.00] You can increase or decrease the Initial Face Amount while your certificate is in force. We will pay the death benefit proceeds to your beneficiary(ies) when the person insured by this certificate dies. You can have the proceeds paid in a lump sum or you can choose one of our other payment methods. If the person insured by this certificate has a terminal illness, you can apply to get part of the death benefit early.
[**Riders [and endorsements] you have added]**	[You have chosen to add the following rider [s] [and endorsement (s)] to your certificate:] [Overloan Protection Endorsement] [Aviation Limitation Endorsement] [Enhanced Cash Value Rider] [Long Term Accumulation Rider] [Waiver of Monthly Charges Rider Rider Issue Date 01/01/2013 Disability must begin before 01/01/2043 Initial waiver of monthly charges factor : 4.00%]

About your premium payments	Minimum first premium $[100.00] Planned premium $[750.00] Frequency of your planned premium [ANNUAL] No-Lapse Guarantee Period for base Face Amount [240 months] No-Lapse Guarantee Period for supplemental Face Amount 60 months [Minimum Monthly No-Lapse Premium $[53.00]] You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your enrollment form. You do not have to pay your planned premiums, but if you do not, your certificate may lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due. Even if you pay all of your planned premiums, your certificate may still lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due. We will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you do not pay it before the end of the grace period, your certificate will lapse. During the No-Lapse Guarantee Period for base Face Amount shown above, the certificate will not terminate by reason of insufficient value if the certificate satisfies the minimum premium test as described in the Lapsing and Reinstatement section. The No-Lapse Guarantee Period begins on the certificate date. The amount of coverage, and the length of time that your certificate remains in force, depends on: • the amount and timing of your premium payments, • whether you change the total Face Amount or your death benefit option, • the withdrawals you take or loans you make, • the investment performance of the investment accounts, • the amount of the monthly charges and premium expense charges, • the interest rates on the fixed-account options and loan account, and • whether you change rider benefits.
Tax test	Tax test [GUIDELINE PREMIUM TEST] [Initial Guideline Level Premium [$1.249.78]] [Initial Guideline Single Premium [$15.067.91]]

How your premium payments are allocated	We deduct a premium expense charge from each premium payment you make, and then allocate your net premium to the investment options you choose. We allocate your first net premium payment — and all premium payments you make during the right to cancel period — to the money market account. Within five days after the end of the right to cancel period, we will allocate certificate value in the money market account to the investment accounts you chose in your most recent allocation instructions. We will allocate any premium payments you make after the right to cancel period to the investment options you selected, from your most recent allocation instructions, unless you tell us otherwise. You can transfer among investment options within the limits described in this certificate. You may also change your allocations within the limits described in this certificate.
Certificate value	The value of your certificate can change daily. We calculate it by adding the total amount allocated to the investment accounts, the fixed account options and the loan account. Certificate value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you have chosen, the interest rates on the fixed account options and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate and the level of certificate and rider benefits.

The investment options	The guaranteed minimum annual effective interest rates credited in the Fixed Account and in the Enhanced Fixed Account are [2.50%] for certificate value allocated to base Face Amount layers and [2.00%] for certificate value allocated to supplemental Face Amount layers. We may choose to credit higher rates in these accounts. The rates credited to the Fixed Account, Enhanced Fixed Account, and loan account may all differ from one another. Credited interest will be determined based on the declared rates for the base Face Amount layers and the supplemental Face Amount layers in proportion to each layer's Face Amount. **Investment Accounts** The investment accounts are those available for the certificate from TIAA-CREF Life Separate Account VLI-2.
Loans, withdrawals and surrenders	Any time after the right to cancel period ends you can take out a loan from us using your certificate as collateral. The maximum amount you can borrow is 90% of your certificate value less any surrender charge. The guaranteed maximum annual effective interest rates charged on outstanding loan amounts are [4.50%] in the first ten certificate years and [3.50%] thereafter. The guaranteed minimum interest rates credited to the loan account are [2.50%] for loan account value allocated to base Face Amount layers and [2.00%] for loan account value allocated to supplemental Face Amount layers. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%]. Credited interest will be determined based on the declared rates for the base Face Amount layers and the supplemental Face Amount layers in proportion to each layer's Face Amount. You can take out all or part of your cash surrender value by making withdrawals or surrendering your certificate. This certificate does not have a minimum guaranteed cash surrender value.

Certificate charges	**Charges deducted from your premiums** We deduct a premium expense charge from each premium paid. Guaranteed maximum premium expense charge: [20%] **Charges deducted from your certificate** We deduct a monthly charge that has four components: • Guaranteed maximum certificate fee: $[8.00] per month • Guaranteed maximum administrative expense charge per $1000.00 base Face Amount in certificate Months 1-120: [0.0900] • Guaranteed maximum asset based risk charge: Percentage for certificate years 1-15: [0.03%](monthly rate) Percentage for certificate years 16 and thereafter: [0.005%] (monthly rate) • Guaranteed maximum cost of insurance charge: See the table in Section 1 Charges for the rider[s] you have added: [See the attached rider[s]] **Charges for transfers** We reserve the right to charge $25 for each transfer after the 12th transfer in any certificate year. However, there is no charge for transfers: • to and from the loan account, • under the dollar cost averaging program, • under the automatic account rebalancing program, or • from the money market account to the other investment accounts when we are transferring amounts we have been holding in the money market account during the right to cancel period.

Guaranteed maximum monthly cost of insurance rates per $1,000 of net amount at risk

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial base, initial supplemental, and scheduled supplemental Face Amounts, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the certificate year, and the issue age, gender and underwriting class of the person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE		CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE		CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE
[1	0.100833		30	1.270000		59	19.503333
2	0.106667		31	1.404167		60	20.928333
3	0.111667		32	1.539167		61	22.430833
4	0.120000		33	1.674167		62	23.803333
5	0.128333		34	1.820833		63	25.265000
6	0.137500		35	1.970000		64	26.823333
7	0.149167		36	2.147500		65	28.487500
8	0.163333		37	2.345833		66	30.265833
9	0.179167		38	2.610000		67	31.673333
10	0.199167		39	2.885000		68	33.171667
11	0.220833		40	3.173333		69	34.766667
12	0.241667		41	3.492500		70	36.463333
13	0.264167		42	3.840000		71	38.267500
14	0.277500		43	4.243333		72	40.185000
15	0.293333		44	4.713333		73	42.224167
16	0.313333		45	5.255000		74	44.390833
17	0.338333		46	5.845000		75	46.692500
18	0.372500		47	6.515833		76	49.136667
19	0.410833		48	7.211667		77	51.732500
20	0.458333		49	7.959167		78	54.486667
21	0.514167		50	8.785833		79	57.411667
22	0.573333		51	9.714167		80	60.515000
23	0.636667		52	10.742500		81	63.808333
24	0.689167		53	11.862500		82	67.300833
25	0.749167		54	13.060833		83	71.005833
26	0.821667		55	14.323333		84	74.935833
27	0.911667		56	15.638333		85	79.101667]
28	1.020833		57	16.870000			
29	1.142500		58	18.152500			

Surrender Charge Schedule

Guaranteed Maximum Surrender Charge on the base Face Amount on the certificate date.

Certificate Year	Surrender Charge
[1	0.00
2	0.00
3	0.00
4	0.00
5	0.00
6	0.00
7	0.00
8	0.00
9	0.00
10	0.00
11 and after	0.00]

[Supplemental Face Amount Schedule

The following represents the Scheduled Increases you have selected for this certificate at the time of your enrollment form. Scheduled increases are applied on the certificate anniversary of the scheduled years.

Certificate Anniversary	Scheduled Increase Amount		Certificate Anniversary	Scheduled Increase Amount		Certificate Anniversary	Scheduled Increase Amount
[1	0.00		30	0.00		59	0.00
2	0.00		31	0.00		60	0.00
3	0.00		32	0.00		61	0.00
4	0.00		33	0.00		62	0.00
5	0.00		34	0.00		63	0.00
6	0.00		35	0.00		64	0.00
7	0.00		36	0.00		65	0.00
8	0.00		37	0.00		66	0.00
9	0.00		38	0.00		67	0.00
10	0.00		39	0.00		68	0.00
11	0.00		40	0.00		69	0.00
12	0.00		41	0.00		70	0.00
13	0.00		42	0.00		71	0.00
14	0.00		43	0.00		72	0.00
15	0.00		44	0.00		73	0.00
16	0.00		45	0.00		74	0.00
17	0.00		46	0.00		75	0.00
18	0.00		47	0.00		76	0.00
19	0.00		48	0.00		77	0.00
20	0.00		49	0.00		78	0.00
21	0.00		50	0.00		79	0.00
22	0.00		51	0.00		80	0.00
23	0.00		52	0.00		81	0.00
24	0.00		53	0.00		82	0.00
25	0.00		54	0.00		83	0.00
26	0.00		55	0.00		84	0.00]
27	0.00		56	0.00			
28	0.00		57	0.00			
29	0.00		58	0.00			

]

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page [15]).

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	250%		30	122%		59	102%
2	250%		31	120%		60	101%
3	250%		32	119%		61	100%
4	250%		33	118%		62	100%
5	250%		34	117%		63	100%
6	250%		35	116%		64	100%
7	243%		36	115%		65	100%
8	236%		37	113%		66	100%
9	229%		38	111%		67	100%
10	222%		39	109%		68	100%
11	215%		40	107%		69	100%
12	209%		41	105%		70	100%
13	203%		42	105%		71	100%
14	197%		43	105%		72	100%
15	191%		44	105%		73	100%
16	185%		45	105%		74	100%
17	178%		46	105%		75	100%
18	171%		47	105%		76	100%
19	164%		48	105%		77	100%
20	157%		49	105%		78	100%
21	150%		50	105%		79	100%
22	146%		51	105%		80	100%
23	142%		52	105%		81	100%
24	138%		53	105%		82	100%
25	134%		54	105%		83	100%
26	130%		55	105%		84	100%
27	128%		56	105%		85	100%]
28	126%		57	104%			
29	124%		58	103%			

]

[Net single premiums per $1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the certificate year, and the issue age, gender and underwriting class of the person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	210.74		30	531.38		59	893.77
2	218.20		31	545.41		60	901.92
3	225.91		32	559.47		61	910.54
4	233.89		33	573.60		62	920.10
5	242.13		34	587.87		63	931.73
6	250.63		35	602.26		64	946.87
7	259.40		36	616.82		65	968.07
8	268.43		37	631.49		66	1,000.00
9	277.71		38	646.23		67	1,000.00
10	287.25		39	660.83		68	1,000.00
11	297.01		40	675.34		69	1,000.00
12	307.00		41	689.78		70	1,000.00
13	317.24		42	704.14		71	1,000.00
14	327.74		43	718.41		72	1,000.00
15	338.58		44	732.52		73	1,000.00
16	349.76		45	746.35		74	1,000.00
17	361.28		46	759.80		75	1,000.00
18	373.10		47	772.87		76	1,000.00
19	385.19		48	785.46		77	1,000.00
20	397.53		49	797.65		78	1,000.00
21	410.08		50	809.45		79	1,000.00
22	422.79		51	820.85		80	1,000.00
23	435.69		52	831.76		81	1,000.00
24	448.75		53	842.11		82	1,000.00
25	462.09		54	851.88		83	1,000.00
26	475.68		55	861.07		84	1,000.00
27	489.48		56	869.70		85	1,000.00]
28	503.41		57	877.83			
29	517.39		58	885.81			

]

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Section 2 — How your certificate works

Certificate ownership and beneficiaries

This section of your certificate tells you about owners, beneficiaries and exchanges.

Who owns your certificate
The owner is the person or people named in the enrollment form who make the decisions about the certificate and its benefits while the person insured by the certificate is living. The owner of this certificate appears in Section 1. If you did not name an owner on your enrollment form, the person insured by the certificate is the owner.

Your rights as a certificate owner
As the certificate owner, you have the following rights:

- to transfer ownership or assign the certificate,
- to change the beneficiary(ies),
- to receive benefits and choose payment methods for them,
- to change the amount or timing of premiums,
- to change the death benefit option,
- to change the total Face Amount,
- to reinstate the certificate if it lapses,
- to take out a loan, make a withdrawal or surrender the certificate,
- to change premium allocations and make transfers among investment options, or
- to change riders.

If you have named an irrevocable beneficiary, you will need his or her permission to make all of these decisions, except to change the amount or timing of premiums, reinstate the certificate if it lapses, change premium allocations and make transfers among investment options.

If this certificate has more than one owner and one of you dies, the surviving owner will hold all rights under the certificate. If the last surviving owner dies, his or her estate will own the certificate, unless you give us your written instructions to the contrary.

Assigning the certificate
You can assign your certificate in two ways:

- A *collateral* assignment does not change the ownership of the certificate, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the certificate to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We are not responsible for the validity of any assignment.

We reserve the right to reject assignments that we reasonably believe are intended to develop a secondary market for the certificate, such as selling the certificate to a 'factoring company' that pays a discounted lump sum in return for assignments of future death benefits.

Transferring ownership
You can transfer ownership of this certificate by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the certificate. The new owner will have all the rights under the certificate.

The transfer of ownership may be requested any time during the lifetime of the insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or people you named in your enrollment form, or in a written form subsequent to the submission of your enrollment form, to receive the death benefit proceeds when the person insured by the certificate dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the insured dies or if you have not named a beneficiary, you as the certificate owner will receive the proceeds. If you are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries any time before the death of the insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, the owner of the certificate must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- If acceptable to us, the change will take effect as of the date the request is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written request for the change.

The death benefit

The amount of your certificate's death benefit depends on the death benefit option you chose on your enrollment form. We offer three options under this certificate. The option you chose appears in Section 1.

- Option A — the death benefit will be the same as your certificate's total Face Amount. This is known as a level death benefit.

- Option B — the death benefit will equal your certificate's total Face Amount plus your certificate value. This is known as an increasing death benefit.

- Option C — the death benefit will equal your certificate's total Face Amount plus all premiums credited to the certificate since the certificate issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You will find more about the minimum death benefit later in this section. When the person insured by the certificate reaches age 120, the death benefit provided by any supplemental Face Amount layers of coverage will terminate. The death benefit provided by base Face Amount layers will continue until the Insured's death, certificate lapse, or surrender. To determine the death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount.

What we pay to your beneficiaries
The amount we ultimately pay to your beneficiaries is called *death benefit proceeds.* This section tells you when we pay them, how we calculate them and changes you can make to your certificate's death benefit.

When we pay death benefit proceeds
We pay the death benefit proceeds to your beneficiaries after we have received due proof of the death of the insured and all information and documents requested by the company.

- The person must have died while the certificate is in force.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you do not choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If the person insured by the certificate commits suicide within two years of this certificate's issue date, we will pay you only the premiums you have paid, less any outstanding loan amount and withdrawals you have made. You will find more about this in *If the person insured by the certificate commits suicide*.

Understanding the minimum death benefit
For your certificate to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You will find the test for your certificate in Section 1. This test cannot be changed once we have issued your certificate.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your certificate value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your certificate value multiplied by a death benefit factor. You will find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated
We calculate the amount of the death benefit proceeds as of the end of the date the person insured by the certificate dies. Death benefit proceeds will equal the death benefit under the option you have chosen minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option at any time on or after your first certificate anniversary while your certificate is in force. Here is how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We will make the change before we deduct the monthly charge.
- We will not allow a change if the monthly charges are being waived under a waiver of monthly charges rider.
- We will not allow any change in death benefit option that prevents the certificate from qualifying as life insurance under federal tax law.
- If a change in death benefit option would cause your certificate to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We will send you a certificate endorsement after we make the change.

Changing from Option A to Option B or Option C

Here is what you need to know about changing from Option A to Option B or Option C:

- The person insured by the certificate must be living and you must give evidence of insurability satisfactory to us.
- After the change, the total Face Amount cannot be less than the minimum total Face Amount shown in Section 1.
- We will decrease the total Face Amount by the certificate value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We will decrease the total Face Amount on the effective date of the change. The decrease will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Changing from Option B or Option C to Option A

Here is what you need to know about changing from Option B or Option C to Option A:

- The person insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will increase the total Face Amount by the certificate value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We will increase the total Face Amount on the effective date of the change. The increase will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.

Changing from Option B to Option C or from Option C to Option B

Here is what you need to know about changing from Option B to Option C or from Option C to Option B:

- The person insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will adjust the total Face Amount by the certificate value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the total Face Amount. A change from Option C to Option B will subtract this adjustment from the total Face Amount.
- We will adjust the total Face Amount on the effective date of the change.
- Any increase in the total Face Amount will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.
- Any decrease in the total Face Amount will apply first to supplemental layers of coverage from most recent to oldest and then to base layers of coverage from most recent to oldest.

Changing the total Face Amount
Your certificate's total Face Amount is the amount of insurance coverage on the issue date. This will include the base Face Amount plus any supplemental Face Amount chosen. You will find the total Face Amount in Section 1.

The total Face Amount may change if any of the following happens:
- you ask us to increase or decrease either the base Face Amount and or the supplemental Face Amount,
- you change your death benefit option,
- you make any withdrawals, or
- you accelerate your death benefit.

You can ask us to increase or decrease the base Face Amount and/or the supplemental Face Amount at any time starting on your first certificate anniversary. You must send us your written request while your certificate is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we have approved the change, we will send you a certificate endorsement showing your new total Face Amount.

Increasing the total Face Amount
Here is what you need to know about increasing the total Face Amount:
- The person insured by the certificate must be living and must not have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least $50,000.
- Each increase you request will have its own underwriting class and cost of insurance rates.
- We will apply the tax test shown in Section 1 to any increase in the total Face Amount to make sure your certificate still qualifies as life insurance under federal tax law.
- You cannot increase the total Face Amount if the monthly charges are being waived under a waiver of monthly charges rider.
- We reserve the right to limit increases in the total Face Amount to one increase in any 12-month period.

Decreasing the total Face Amount
Here is what you need to know about decreasing the total Face Amount:
- You must submit an acceptable request to decrease the total Face Amount.
- The person insured by the certificate must be living on the date we receive your request.
- Decreasing the Total Face Amount will decrease the Death Benefit Proceeds. See "Death Benefit."
- Each decrease you request must be at least $25,000.
- The total Face Amount after the decrease must not be less than the minimum total Face Amount for this certificate.
- To apply the decrease, we will first reduce any supplemental layers of Face Amount from most recent to oldest and then base layers of Face Amount from most recent to oldest.
- We will not allow any decrease in Face Amount that prevents the certificate from qualifying as life insurance under federal tax law.
- If a decrease in Face Amount would cause your certificate to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- Any decrease will be effective on the Monthly Charge Date on or next following the date we approve your request.
- Surrender charges will apply to decreases in the base Face Amount during the surrender charge period except for decreases in the base Face Amount resulting from a change in the death benefit option or a partial withdrawal.
- A requested decrease in total Face Amount will cancel any future increases in supplemental Face Amount that were scheduled when this certificate was issued. For this purpose, cancelation of a scheduled increase will be considered a requested decrease in total Face Amount.

Surrender Charge on Decrease in Total Face Amount
A surrender charge may be deducted from the certificate value for each decrease in the base Face Amount, except for a decrease in the base Face Amount resulting from a change of death benefit option or from a partial withdrawal. A surrender charge will be determined for each base Face Amount layer of coverage.

The amount of the surrender charge for each layer of base Face Amount will be no greater than that layer's surrender charge shown in Section 1 for the year corresponding to one plus the number of whole years elapsed between that layer's effective date and the date the decrease is effective, multiplied by (a) over (b), where:(a) is the decrease in the layer's base Face Amount; and (b) is the layer's base Face Amount immediately prior to the decrease. Future surrender charges for the layer will be reduced by the surrender charge applied because of the decrease in the base Face Amount. We will send You a current table of revised surrender charges reflecting the decrease in the base Face Amount. The surrender charge will be deducted from the certificate value. You may allocate the surrender charge among the investment options pursuant to a request to Our Administrative Office. If You do not specify the allocation, then the surrender charge will be allocated among the investment options in proportion to the amounts in the investment options.

Scheduled Face Amount increases
When this certificate is issued, you can schedule future increases to this certificate's supplemental Face Amount. Increases cannot be scheduled after certificate issue, and scheduled increases cannot increase base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting class will apply to all scheduled increases in supplemental Face Amount and to any Face Amount in force at issue. If you decline a scheduled increase or request a decrease in Face Amount, other than a decrease caused by a death benefit option change or partial withdrawal, then all future scheduled increases will be cancelled.

Accelerated death benefit

If the person insured by your certificate is diagnosed with a terminal illness, you can apply to get part of your certificate's death benefit early. This is called *accelerating your death benefit.* You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

You can apply to accelerate any or all of your certificate's death benefit provided by base Face Amount layers of coverage. Death benefits provided by supplemental Face Amount layers of coverage are not available for acceleration. When determining the amount of death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount.

The minimum amount you can apply for is $50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we will deduct the following from the death benefit amount you have asked for before making a payment:

- one year of interest on the death benefit amount at a rate equal to the greater of:
  - the current yield on 90-day Treasury bills on the date we approve your application, or
  - the current maximum statutory adjustable certificate loan interest rate equal to the Moody's Corporate Bond Yield Average – Monthly Average Corporates, published by Moody's Investors Service, Inc., for the calendar month ending two months prior to the date we approve your application. If Moody's Corporate Bond Yield Average—Monthly Average Corporates is no longer published, we'll use a similar monthly average that's acceptable to the insurance department in the state where we delivered this certificate,
- an administrative expense charge of up to $200,
- any unpaid amounts due within your certificate's grace period on the date we approve your application, and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you are getting early to the total death benefit under your certificate on the date we approve your application.

If you only get part of your death benefit early, the rest of your certificate's death benefit will remain in place. We will continue to deduct monthly charges from your certificate value, unless your monthly charges are waived under a waiver of monthly charges rider.

Here is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the person insured by the certificate has a terminal illness and 12 months or less to live. The terminal illness cannot be caused by intentionally self-inflicted injuries.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you have assigned the certificate before we can make a payment.
- If you are applying to get all of your death benefit early, send this certificate and any riders you have added with your application. If you are only applying for part of the death benefit, we will send you a certificate endorsement once we approve your application.
- The person insured by the certificate must be living and your certificate must be in force when we approve your application. If that person dies before we make the payment to you, we will pay the death benefit proceeds to your beneficiary.
- We will not approve your application if you are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your certificate
If you choose to get all of your death benefit early, your certificate will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we will reduce your Face Amount, certificate value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit on the date we approved your application.

When we reduce your Face Amount, we will first reduce any supplemental Face Amount layers of coverage from most recent to oldest. Then we will reduce base Face Amount layers of coverage from most recent to oldest. We will reduce the certificate value proportionately from all of your investment options on the date we approve your application.

Getting the death benefit early will not affect our rights to contest your certificate. You will find more about this in *Contesting the validity of your certificate*.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from this certificate's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in Face Amount or a change in death benefit option for which evidence of insurability had been provided, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your certificate value any additional monthly charges associated with such increase or change.

We will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this certificate's death benefit, if any, and any remaining Face Amount, certificate value or outstanding loan amount.

Charitable Giving Benefit

The Charitable Giving Benefit pays, upon the death of the insured, an additional death benefit, over and above the benefit described in the section of this certificate titled *The death benefit*. The additional benefit equals one percent (1%) of this certificate's base Face Amount, but the additional benefit can be no greater than $100,000. Any Supplemental Face Amount does not increase the amount of the additional benefit. The Charitable Giving Benefit is only payable if you name a beneficiary for this benefit before the Insured's death.

The designated beneficiary of the additional benefit must be an institution accredited as a charity with the IRS under section 501(c)(3).

Multiple beneficiaries may be provided and will share equally in the distribution unless you provide other instructions in a form satisfactory to us. Beneficiaries may be changed at any time during the life of the certificate.

If you accelerate your death benefit as described in Accelerated death benefits, the portion of the Charitable Giving Benefit corresponding to the amount of the accelerated death benefit will also be paid to the designated beneficiary of the Charitable Giving Benefit at the time of the acceleration.

All about premiums

Your certificate gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and *Limits on the premium payments you can make.* We deduct a premium expense charge from each premium payment, and then allocate your net premium to the investment options you have chosen on the business day we receive your payment. You will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You will find your minimum first premium payment in Section 1. It was due on your certificate's issue date. Your insurance coverage started when you paid this premium and we issued your certificate.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here is how it works:

- You will find the amount and frequency of your planned premium in Section 1. You chose these on your enrollment form.
- You can change the amount and timing of your planned premium. Your planned premium must be at least $50.
- We will send you a notice to remind you of your planned premium payment. We will not send a notice if you have chosen to make scheduled electronic payments. You are not required to make planned premium payments, but if you miss a payment, your certificate may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your certificate could still lapse if its certificate value less any outstanding loan is not enough to cover your monthly charges. You will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least $50 at any time.
- We reserve the right to limit total premium payments plus transfers allocated to each of the Fixed Account and the Enhanced Fixed Account to $500,000 within a certificate year.
- While this certificate is in force, we will accept premium payments while the person insured by the certificate is living and has not yet reached age 120.
- We will treat any payment you make during the life of your certificate as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your certificate will stay in force until the insured's age 120.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your certificate's tax test is the guideline premium test, we will refuse to accept all or part of a premium payment if, by accepting it, your certificate would no longer qualify as life insurance under federal tax law. You will find the tax test for this certificate in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your certificate to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we will send it no later than 60 days after the end of the certificate year in which you paid the premium. We will not return a premium payment if it would cause your certificate to lapse. You will find more about lapsing in *Lapsing and reinstatement*.

Allocating your premiums
We will allocate your net premium payments, other than those received during the right to cancel period, on the business day we receive them to the investment options you chose in your most recent allocation instructions.

You can write to us at any time to change your allocation instructions. Your allocation percentages must be in whole numbers and add up to 100%. We will apply your new instructions to all net premiums we receive starting on the business day we receive your request.

Your investment options

We put your premium payments in our general and separate accounts. We own the assets in our accounts and allocate your net premiums to the investment options you have chosen.

You can choose to allocate your premiums to the Fixed Account, the Enhanced Fixed Account, or to a number of investment accounts. Amounts allocated to the fixed accounts are held in our general account. Amounts allocated to the investment accounts are held in our separate account.

The Fixed Account or Enhanced Fixed Account

You can choose to allocate any or all of your premium payments to the fixed accounts. Or you can transfer certificate value from the investment accounts to the fixed accounts. You will find more about making transfers in Transferring among investment options.

The certificate value in the fixed accounts earns interest at rates no less than the minimum annual rates shown in Section 1. We may offer higher rates if we choose. The rates we offer on the fixed accounts may be different than the interest rate on the loan account.

Turn to *Your certificate value* for more about how we calculate certificate value in the fixed accounts.

The investment accounts

You may choose to allocate any or all of your premium payments to one or more of the investment accounts. Each investment account invests in an underlying portfolio. Each portfolio is series of a management investment company registered with the SEC. You will find more about the portfolios in the various funds prospectuses.

About units

When you allocate, transfer or add an amount to an investment account, we use that amount to buy *units*.

Similarly, when you transfer, withdraw or surrender an amount from an investment account, we redeem and cancel units in that investment account. We calculate the number of units we buy or redeem by dividing the amount of the transaction by the *unit value* of the investment account at the end of the business day on which we process the transaction.

We calculate how much of your certificate value is in an investment account by multiplying the number of units you hold in that account by the account's unit value. Turn to *Your certificate value* for more about how we calculate total certificate value in the investment accounts.

About investment performance

We also use unit value to measure the investment performance of the investment accounts. We calculate the unit value for each investment account at the end of every business day by multiplying the unit value for the previous business day by the net investment factor for the current business day.

On any business day, here is how we calculate the net investment factor for an investment account:

a) we take the net asset value per share of the corresponding portfolio of the investment account at the end of the day. This amount does not include any transactions made by certificate owners or any monthly charges we have deducted or benefits we have paid during that day.
b) we add to a) the per share amount of any dividends or capital gains distributed by the portfolio that day less any amount paid or reserved for the tax liability associated with operating the account since the previous business day.
c) we then divide the sum of a) and b) by the net asset value per share of the corresponding portfolio of the investment account at the end of the previous business day. This amount includes any transactions made by certificate owners or any monthly charges we have deducted or benefits we have paid during that day.

Transferring among investment options
You can make transfers among the investment accounts and the two fixed accounts. Transfers will normally be effective at the end of the business day we receive your request.

Here is what you need to know about making transfers.

- The minimum amount for a transfer is $250 or the total value of the investment option you are transferring from, whichever is less. Your transfer allocations must be in whole dollar amounts or full percentages.
- The total amount of transfers in any certificate year from the Fixed Account, excluding transfers to the loan account, may not exceed the greatest of: $2,000, 25% of the current balance in the Fixed Account or the amount transferred from the fixed account in the immediately preceding certificate year.
- The total amount of transfers in any certificate year from the Enhanced Fixed Account, excluding transfers to the loan account, may not exceed the greatest of: $2,000, 10% of the current balance in the Enhanced Fixed Account, or the amount transferred from the Enhanced Fixed Account in the immediately preceding certificate year.
- We will not charge you for the first 12 transfers you make in any certificate year. We reserve the right to charge you $25 for any transfer after the 12th transfer. We will not charge you for the transfers described in Section 1.
- We will deduct the transfer charge, if there is one, from the investment option to which you are transferring.
- If you are transferring to more than one investment option at a time, we will deduct the charge, if applicable, from all your targeted investment options in proportion to the amount transferred into each option.
- We reserve the right to allow you to make only one transfer from each investment option within any 90-day period.
- We reserve the right to limit total premium payments plus transfers allocated to the Fixed Account or the Enhanced Fixed Account to $500,000 within a certificate year.
- If you do not have enough certificate value in an account to cover a transfer, we will transfer the remaining amount in the account into the account to which you are transferring. If you are transferring to more than one account, we will transfer the remaining amount in the account into the accounts to which you are transferring in proportion to your transfer instructions.
- To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an investment option in order to curb frequent transaction activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an investment option. In accordance with applicable law, we may limit the transfer feature of this certificate at any time.

Dollar cost averaging transfer program
Our dollar cost averaging program allows you to make scheduled transfers from the two fixed accounts or a money market investment account (source account) to the other investment accounts. Here is how the program works:

- You must authorize us to start the program.
- You choose the dollar amount of each transfer, but the amount must be at least $100.
- You decide how many scheduled transfers to make. However, we may require a minimum number of transfers for this program. If you do not choose a number, transfers will be made until there is no certificate value remaining in the source account.
- The first transfer will be made on the first monthly charge date after: a) the right to cancel period has ended; or b) the business day we receive your request to start the program, whichever is later. When the monthly charge date falls on a day that is not a business day, we will transfer into the investment accounts using the unit values as of the immediately preceding business day.
- You choose whether transfers will be made monthly or quarterly. If you do not select a timing, we will make monthly transfers.
- You decide how the transfers will be allocated into the investment accounts.
- We will not charge you for any transfers made under this program.
- We reserve the right to allow you to start only one dollar cost averaging program in any certificate year.
- We reserve the right to discontinue the dollar cost averaging program. We will give you at least 30 days advanced written notice if we discontinue the program.
- Limits on transfers out of the fixed accounts described in Transferring among investment options apply to transfers that are part of a dollar cost averaging program.

We will keep making transfers until one of the following happens:

- you authorize us to cancel the program,
- you do not have enough certificate value in the source account to cover a transfer. If this happens, we will automatically transfer the remaining amount in the source account into the investment accounts you chose in your most recent dollar cost averaging transfer allocation instructions, or
- we have made the number of transfers you have asked us to make.

Automatic account rebalancing program

Our automatic account rebalancing programs allows you to maintain your specified allocation mix among the fixed and investment account options. Here is how the program works:

- You authorize us to start the program.
- You choose whether to readjust your account allocations on a monthly, quarterly, semi-annual, or annual basis.
- We will automatically make the necessary transfers to maintain your specified allocation under the program.
- We will not charge you for any transfers made under this program.
- Limits on transfers out of the fixed accounts described in Transferring among investment options apply to transfers that are part of an automatic account rebalancing program.

We will keep making account reallocations until you tell us in a form satisfactory to us to cancel the program.

About the separate account

The TIAA-CREF Life separate account, VLI-2 is composed of the investment accounts offered under this certificate. We own the assets in the VLI-2 account and keep them separate from our other separate accounts and from the general account.

We use the VLI-2 account to support the benefits for this certificate and other similar policies. We must keep enough money in the VLI-2 account to cover the certificate values allocated to the investment accounts under the certificate funded through the account, but we can transfer any amount that is more than these liabilities to our general account.

We cannot charge the assets of the VLI-2 account with any liabilities from our other business.

The income, gains or losses, realized or unrealized, of all of the assets of VLI-2 account belong to that separate account and are credited to or charged against the assets held in that separate account without regard to our other income, gains or losses. Similarly, each investment account is treated separately from any other investment account with regard to its income, gains or losses, realized or unrealized. We comply with all laws and regulations that apply when we value the assets of the VLI-2 account.

If we believe it is in your best interests and it is appropriate for the purposes of this certificate, we can take certain actions. We will give you notice if it is needed, and we will get approval from you, the SEC or any other regulatory authority when needed by law. Here is what we can do:

- deregister the VLI-2 account under securities law,
- operate the VLI-2 account in any form allowed under securities and other law,
- take any action needed to comply with, maintain or get any exemption from securities law,
- transfer any assets from an investment account into another investment account, or into other separate accounts or our general account,
- add, combine or remove investment accounts in the VLI-2 account,
- substitute a portfolio's shares held in an investment account with another class of shares issued by the portfolio, or with shares of another investment company or any other investment allowed by law, to the extent required and permitted by the Investment Company Act of 1940 or other applicable law,
- change the way we deduct or collect charges under the certificate as long as any increase in charges is allowed under the terms of this certificate,
- modify this certificate as needed so that it continues to qualify as life insurance under federal tax law, or
- add to, cancel or suspend your ability to allocate net premiums or transfer certificate value in any of the Investment options to any other investment options.

We reserve the right to make any other technical changes to this certificate that are necessary to conform with the actions listed above.

We will tell you if any of these actions result in a material change in the underlying portfolios of an investment account you have allocated certificate value to. We will file details of any material change with a regulatory authority if needed, and the change will be subject to any approval required.

If you object to a material change that affects an investment account to which you have allocated certificate value, you can ask us to transfer that certificate value into another investment option. We must receive your transfer request at our administrative office within 60 days of the postmarked date on the notice of material change we send to you. We will not charge you for this transfer.

The VLI-2 account is a separate investment account under New York state laws. It is registered as a unit investment trust with the SEC under the Investment Company Act of 1940.

The investment policy of the separate account cannot be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

Loans, withdrawals and surrenders

You can get access to all or some of your certificate value while your certificate is in force by making partial withdrawals or surrendering your certificate. You can also take out a loan from us using your certificate as collateral.

About loans

You can borrow money from us any time after *your right to cancel this certificate* period ends and while the person insured by the certificate is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your certificate value as collateral. You pay interest on the amount you borrow. The certificate value set aside to secure your loan also earns interest. Here is how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you are borrowing from your certificate value in the investment options to the loan account. If you do not tell us which investment options from which to take the loan amount, we will transfer it from all of your investment options in proportion to the certificate value you have in each option.
- The amount of certificate value in the loan account earns interest. You will find more about the loan account later in this section. You will find more about how we calculate certificate value in the loan account in *Your certificate value*.
- Taking out a loan may affect your certificate value because the amount set aside in the loan account will not participate in any potential earnings made possible through the investment options.
- Interest owed on the amount you have borrowed accrues daily at an annual rate set by us. You will find more about our interest rates later in this section.
- Interest that has accrued during a certificate year is due on your certificate anniversary and whenever the certificate value less any outstanding loan is not enough to cover the monthly charge. If you do not pay the interest when it is due, we will add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each certificate anniversary, if your outstanding loan amount is greater than your certificate value in the loan account, we will transfer the difference from the investment options to the loan account. If you do not tell us the investment options from which to take this amount, we will transfer it from your investment options in proportion to the certificate value you have in each option.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the certificate value, your certificate will enter the grace period. You will find more about the grace period in *The grace period*.

How much you can borrow

- The minimum amount you can borrow is $500. The maximum amount you can borrow is 90% of your certificate value less any surrender charge.

Throughout this certificate, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan
You can repay all or part of your outstanding loan amount any time while your certificate is in force. The minimum loan payment you can make is $100 or your outstanding loan amount, whichever is less. We will not deduct a premium expense charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the investment options you choose. If you do not tell us the investment options to receive the transfer, we will use your most recent premium allocation instructions.

If you do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the person insured by the certificate dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals
You can make withdrawals starting on your certificate's first anniversary as long as the certificate is in force and the person insured by the certificate is living.
Here is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least $500.
- A withdrawal cannot be for more than 90% of your certificate's cash surrender value.
- We reserve the right to reduce the amount we send you by a $20.00 service charge.
- If you do not tell us the investment options from which to take the withdrawal, we will take it from all of your investment options in proportion to the certificate value you have in each option.
- We reserve the right to allow you to make only one withdrawal from any one investment option within a 90-day period.
- We will send you a certificate endorsement showing you any changes in your certificate's benefits and values after you have made a withdrawal.
- We will not allow any withdrawal that prevents the certificate from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your certificate to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract**.**

How withdrawals affect the Face Amount
If you have chosen death benefit Option B, making a withdrawal will not reduce your certificate's Face Amount. If you have chosen death benefit Option A or C, the Face Amount will be reduced by the amount withdrawn. Face decreases will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest Surrender charges do not apply to Face Amount decreases resulting from partial withdrawals.

Surrendering your certificate
If you surrender your certificate for its cash surrender value, your insurance coverage under this certificate will end. The cash surrender value is your certificate value less any outstanding loan amount and any applicable surrender charge. We will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

This certificate does not have a minimum guaranteed cash surrender value.

Surrender charges when surrendering your certificate
If this certificate is surrendered for its cash surrender value, a surrender charge will be applied for each layer of base Face Amount in force under this certificate at the time of surrender. The amount of the surrender charge for each layer of base Face Amount will be no greater than that layer's surrender charge shown in Section 1 for the year corresponding to one plus the number of whole years elapsed between that layer's effective date and the date the surrender is effective.

Your certificate value

Certificate value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you have chosen, the interest rates on the fixed accounts and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate, and the level of certificate and rider benefits.

How we calculate your certificate value

Your certificate value is equal to the total amount allocated to the investment accounts, the fixed accounts and the loan account. You will find more about the investment accounts and the fixed accounts in Your investment options. You will find more about the loan account in *Loans, withdrawals and surrenders.*

We will adjust your certificate value if we find out that you stated the age or gender of the person insured by the certificate incorrectly on your enrollment form and that person is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender. You will find more about this in *Monthly charges*.

Calculating certificate value in the fixed accounts

On the certificate date, the certificate value in the fixed accounts equals the net premiums allocated to the accounts less the part of the first monthly charge deducted from the accounts.

To calculate total certificate value in the fixed accounts on any day, we start with the net premiums you have allocated to the accounts. Then we add:

- any amounts you have transferred into the accounts from an investment account or the loan account, and
- any interest accrued.

Finally, we subtract:

- any monthly charges deducted from the accounts,
- any withdrawals you have made from the accounts,
- any amounts transferred from the accounts to an investment account or the loan account,
- any fees deducted from the accounts for transfers and
- any surrender charges applied to the accounts.

Calculating certificate value in the investment accounts

On the certificate date, the certificate value in each investment account equals the net premiums allocated to that account less the part of the first monthly charge deducted from that account.

On any other day, the certificate value in any investment account is equal to the number of units in the investment account multiplied by the unit value for that account. You will find more about units and unit values in *Your investment options*.

To calculate the total number of units, we start with the number of units you bought on the issue date.
Then we add units of the account you bought:

- using additional net premiums, and
- through any transfers from other investment options or the loan account.

Finally, we subtract units of the account redeemed:

- to pay for monthly charges,
- to pay for withdrawals,
- through any transfers to another investment option or the loan account,
- to pay for transfer fee, and
- to pay for any surrender charges.

Calculating certificate value in the loan account
To calculate the total certificate value in the loan account on any day, we add:

- any amounts transferred into the account, and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges
We deduct a monthly charge from your certificate value on each monthly charge date. Unless you provide us with instructions to the contrary, we will make the charge in proportion to the certificate value you have in each investment option. We will stop deducting the monthly charge when the person insured by the certificate reaches age 120.

The monthly charge has four parts:

- Certificate fee
  You will find the guaranteed maximum certificate fee in Section 1.
- Administrative expense charge
  You will find the guaranteed maximum administrative expense charge in Section 1. Changes to the amount of any base Face Amount layer, other than changes that eliminate the layer, do not impact the monthly amount of administrative expense charge applicable to that layer.
- Asset Based Risk Charge
  You will find the guaranteed maximum Asset Based Risk charge in Section 1. The Asset Based Risk Charge applies to the certificate value allocated to the investment accounts evaluated before the monthly charges have been deducted.
- Cost of insurance charge
  Here is how we calculate the cost of insurance charge:
  - first we divide the net amount at risk by $1,000, and
  - then we multiply that amount by the monthly cost of insurance rate per $1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial base Face Amount, each increase in the base Face Amount, and any supplemental Face Amounts you have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the certificate value evaluated before the monthly charges have been deducted. The net amount at risk can never be less than zero.

When we are calculating net amount at risk, we allocate the certificate value and premiums paid to each layer of Face Amount in proportion to the total Face Amount. If we have increased your death benefit in accordance with the *minimum death benefit,* we allocate that increase to each layer of Face Amount in proportion to the total Face Amount.

The monthly cost of insurance rates for the net amount at risk of a layer of coverage are based on the issue age, gender and underwriting class of the person insured by the certificate. They are also based on the number of years the layer has been in force.

The monthly cost of insurance rates for the initial base, initial supplemental, and scheduled supplemental Face Amounts will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

- Charges for optional riders
  If you have added any riders to your certificate, applicable charges will be included in your monthly charges as outlined in Section 1 of your certificate.

Changing our charges

- Subject to regulatory approval, we may change our monthly cost of insurance rates, excess interest rates, Asset Based Risk Charge, premium expense charges, administrative expense charges, and certificate fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, required reserves, required surplus, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rates and the other rates and charges will never be greater than the respective guaranteed maximums. We will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this certificate.

Changes we make to rates and charges will be the same for all certificates that have the same Face Amount, death benefit option and certificate year, and where the people insured by the certificates have the same issue age, gender and underwriting class. Changes will first apply on the next monthly charge date.

We will calculate changes in certificate cost factors prospectively. We will review interest rates at least once a year. We will review all other charges at least once every five years.

We will not change our charges more than once a month. We will not change our charges because of a change in the health or job of the person insured by this certificate. We also will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your certificate value less any outstanding loan amount is less than the monthly charge on the date it is due, your certificate may lapse, which means you will no longer have any insurance coverage. If your certificate is in danger of lapsing, we will give you a grace period to pay the premium needed. If your certificate lapses, you have three years from the end of the grace period to apply for reinstatement. You cannot reinstate your certificate if you surrender it.

About lapsing
Generally, if your certificate value less any outstanding loan amount is not enough to cover the monthly charge on the date it is deducted, your certificate may lapse.

We will tell you the minimum payment you have to make in order to keep your certificate in force. You will be required to make a minimum payment that is enough to cover the lesser of

- any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions, or
- the amount needed to satisfy the minimum premium test of the No-Lapse Guarantee Period plus three Minimum Monthly No-Lapse Premiums as described below.

We will send a lapse notice to you, any third party designated by you, and to anyone you have assigned your certificate to, at the most recent addresses we have in our records.

No-Lapse Guarantee Period
During the No-Lapse Guarantee Period for base Face Amounts shown in Section 1, your certificate will not lapse by reason of insufficient value if your certificate satisfies the minimum premium test as described herein. If your certificate satisfies the minimum premium test, base Face Amount layers will not terminate during the No-Lapse Guarantee Period for base Face Amounts, and supplemental Face Amount layers will not terminate during the No-Lapse Guarantee Period for Supplemental Face Amounts. The No-Lapse Guarantee Periods begin on the certificate date shown in Section 1.

Your certificate satisfies the minimum premium test if the Premiums paid less any Partial Withdrawals and less any outstanding loan amount exceeds the sum of the Minimum Monthly No-Lapse Premiums which applied to the certificate in each certificate month from the certificate date to the valuation date on which the test is applied. The Minimum Monthly Premium applicable to the certificate is shown in Section 1.

The Minimum Monthly No-Lapse Premium may be revised as a result of any changes to the benefits provided by your certificate or any riders attached to your certificate.

The revised Minimum Monthly No-Lapse Premium will be effective as of the effective date of the change triggering the revision and will remain in effect until revised by any future change.

While your certificate remains in force solely because of the No-Lapse Guarantee Period, your certificate value will not be reduced below zero. Unpaid charges that become due while your certificate remains in force solely because of the No-Lapse Guarantee Period do not need to be repaid.

The grace period
We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you. When the certificate value less any outstanding loan amount is insufficient to cover the monthly charge, and either the certificate is beyond the No-Lapse Guarantee Period for base Face Amounts or the minimum premium test of the No-Lapse Guarantee Period is not satisfied, we will transfer any remaining certificate value in the investment options into a special holding account that does not earn interest.

If we do not receive the minimum payment within the grace period, your certificate will lapse with no value. If your certificate lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your certificate lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you have assigned your certificate to, at the most recent addresses we have in our records.

Reinstating your certificate
If your certificate lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the certificate only, excluding any riders.

We will approve the reinstatement of your certificate if you send us the following:

- an application provided by us,
- evidence of insurability satisfactory to us, and
- payment of:
  - any outstanding loan amount as of the date the certificate lapsed, or reinstatement of that amount,
  - all unpaid monthly charges as of the date the certificate lapsed, plus interest at an annual effective rate of 6% from the date the certificate lapsed to the date we reinstate it, and
  - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your certificate on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your certificate, the certificate value will increase by the amount you paid to reinstate it, less:

- any loan payment,
- any unpaid monthly charges with interest, and
- any premium expense charge.

If we reinstate your certificate on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the certificate. You will find more about the cash surrender value in *Surrendering your certificate*.

Other things to know about your certificate

Entire contract

The entire contract issued to the certificate holder consists of this certificate; any attached additional benefit riders, endorsements, original enrollment form and any subsequent application(s) or enrollment forms for changes that are attached to this certificate. We relied upon the enrollment form(s) in issuing this certificate. All statements made in the enrollment form and any subsequent application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it is a material misrepresentation contained in the enrollment form and any subsequent application(s).

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

Statements and reports we will send you

We will send you an annual statement. We may send you other periodic statements. The statements will give you information about your certificate, including:

- death benefit proceeds,
- Face Amount,
- current interest rates for the fixed accounts and loan account,
- certificate value,
- cash surrender value,
- any applicable surrender charge,
- any outstanding loan amount,
- premium payments you have made,
- premium expense charges we have deducted,
- monthly charges we have deducted, and
- any other information that is needed by law in the state where we delivered this certificate.

We will also send you confirmations as required by the Securities and Exchange Commission when you pay premiums, transfer between investment options, and perform most other transactions.

Illustrations

Starting on your first certificate anniversary, you can ask us to send you an illustration showing hypothetical projections of your certificate value and death benefit. We reserve the right to limit the number of illustrations to no more than one per certificate year.

Communicating with us

You should send all payments, and any correspondence to us, to our administrative office. You will find the address on the front cover of this certificate. You should always include your certificate number, your full name and current address, and the full name of the person insured by the certificate.

When we process payments
We send out all payments from our administrative office. You will find the address on the front cover of this certificate.

We may delay making any withdrawals, loans, transfers and surrenders from the investment accounts or applying any premium payments to the investment accounts under unusual circumstances; for example, if:

- the New York Stock Exchange closes on a day other than a regular holiday or weekend,
- the SEC determines that trading on the New York Stock Exchange is restricted or that an emergency exists, or
- the corresponding portfolio of an investment account lawfully suspends payment or redemption of its shares.

We may delay payments of withdrawals, loans, transfers and surrenders from the fixed accounts for up to six months. We will not delay a payment if it needs to be used as a premium payment for any certificate you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds.

We pay interest at an annual rate of [8]% from the date of the insured's death to the date death benefit proceeds are paid if we delay payment of death benefit proceeds in excess of 30 days.

All payments we make to you under this certificate are exempt from the claims of any creditors, to the extent allowed by law. You cannot assign or withdraw payments before we make them without our consent.

Misstatement of age or sex
If we find out that you stated the age or gender of the person insured by the certificate incorrectly on your enrollment form, we will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders, the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your certificate
This certificate will be incontestable after it has been in force during the insured's lifetime for two years from its issue date. If we successfully contest this certificate during the first two years, we will refund your premiums.

The amount of any increase in the death benefit due to a death benefit option change subject to evidence of insurability will be incontestable after such change has been in force during the insured's lifetime for two years from the date the change takes effect. If the Face Amount has been increased subject to evidence of insurability, such increase will be incontestable after it has been in force during the insured's lifetime for two years from the date the increase takes effect. If we successfully contest a death benefit option change or an increase in Face Amount subject to evidence of insurability, the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your certificate value any additional cost of insurance, administrative expense and rider charges associated with such increase or change.

If this certificate is reinstated, statements made in the reinstatement application will be incontestable after this certificate has been in force during the insured's lifetime for two years from the reinstatement date.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us, the contestable period will be measured from the issue date of such originating contract.

The contestable period of any additional benefit rider attached to this certificate is stated in the rider.

If the person insured by the certificate commits suicide
In the event of the suicide of the insured, while sane or insane, within two years from this certificate's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of the insured, while sane or insane, within two years from the effective date of any increase in Face Amount or death benefit option change for which evidence of insurability had been provided, our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your certificate value any additional cost of insurance, administrative expense, and rider charges associated with such increase or change.

We will also refund to your certificate value any additional cost of insurance, certificate unit, and rider charges associated with such increase or change.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us, the suicide period will be measured from the issue date of such originating contract.

The suicide exclusion of any additional benefit rider attached to this certificate is stated in the rider.

Certificate calculations
The values under this certificate comply with the laws of the state where we delivered this certificate. We have filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the age as of last birthday, gender, and if applicable, the tobacco use status of the person insured by the certificate. We use an annual interest rate of 4%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates, taking into account the number of certificate years and the issue age, gender and underwriting class of the person insured by the certificate. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends
This certificate is a non-participating certificate and does not pay dividends.

Section 3 — Some definitions

administrative office
the office you must contact to exercise any of your rights under the certificate. You should send all payments and requests to:
TIAA-CREF Life Insurance Company,
[P.O. Box XXX,
Atlanta, GA 31139**]**,
[1 877 694 0305]

age
a person's age as of the nearest birthday to the certificate date (the issue age shown in Section 1), plus the number of full certificate years completed since the certificate date. We increase "age" by one year on each certificate anniversary.

administrative expense charge
The administrative expense charge is a monthly charge to help cover our sales costs.

base layer
any portion of base Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

business day
any day that the New York Stock Exchange or its successor is open for trading. It usually ends at 4:00 pm Eastern Time or when trading closes on the New York Stock Exchange or its successor, whichever is earlier. If we receive your payment or request after the end of a business day, we will process it as of the end of the next business day.

cash surrender value
your certificate value less any outstanding loan amount and any surrender charge.

certificate anniversary
the same date of each calendar year as the certificate date shown in Section 1. If the certificate date is February 29, the certificate anniversary in calendar years that are not leap years will be February 28.

certificate date
the effective date of this certificate shown in Section 1. Certificate months, certificate years and certificate anniversaries are measured from the certificate date.

certificate value
the total amount in the investment accounts, the fixed accounts and the loan account.

certificate year
a year that starts on the certificate date or on a certificate anniversary.

death benefit proceeds
the amount we pay to your beneficiaries when we receive due proof of the death of the person insured by the certificate. The amount equals the death benefit under the death benefit option you have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount
the amount of insurance coverage you have chosen (the initial base Face Amount in Section 1), plus any increases in Face Amount, less any decreases in Face Amount.

federal tax law
Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed accounts
investment options supported by our general account. The certificate value allocated to these accounts earns interest at a rate no less than the guaranteed minimum rate of interest, shown in Section 1.

general account
the account containing all of our assets other than those in the separate account.

in force
when our obligations under the certificate begin once we receive your first premium payment and issue this certificate. Your certificate will be in force until the person insured by the certificate dies, the grace period expires and your certificate lapses, or you surrender or exchange your certificate.

initial face amount
the Face Amount on the issue date, which includes the base and supplemental Face Amounts, shown in Section 1.

investment account
an investment option that invests in shares of a corresponding portfolio. Each investment account is a subaccount of the separate account, VLI-2.

investment options
the options you can choose from when you are allocating net premiums under this certificate. The investment options for this certificate are the investment accounts and the fixed accounts.

issue age
the age, shown in Section 1, of the person insured by the certificate as of the nearest birthday to the certificate date.

issue date
the day, shown in Section 1, that we issued this certificate at our administrative office. We measure the suicide and contestability periods from the issue date.

layer of coverage
See base layer and supplemental layer.

layer year
the number of years since the layer of coverage has been in effect.

licensed physician
an individual licensed to practice medicine in the state in which this certificate is delivered and who is acting within the scope of such license. A licensed physician does not include you, the person insured by the certificate, or a person who lives with you or the person insured by the certificate.

loan account
an account within our general account to which we transfer certificate value from the investment options as collateral when you take out a certificate loan. The certificate value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract
a special kind of life insurance certificate that is defined in Section 7702A of the Internal Revenue Code. It does not receive the same tax advantages as other life insurance certificates.

monthly charge date
the day we deduct the monthly charge from your certificate value. It is the same date of each calendar month as the certificate date or it is the last day of the month if that comes first.

net amount at risk
the amount we use to calculate the cost of insurance charges for this certificate and any riders you have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then, from this amount, we subtract the certificate value evaluated before we deduct any monthly charges.

net premium
any premium payment, less a premium expense charge, that we allocate to an investment option.

no-lapse guarantee period
the period during which the certificate is guaranteed not to lapse as long as you have paid at least a specified level of premiums since certificate issue

outstanding loan amount
the amount in the loan account plus any unpaid and accrued interest you owe.

portfolio
an investment company that is registered with the SEC in which an investment account is invested. Each portfolio has its own investment objective, strategy and risk.

premium expense charge
prior to allocation of Premium, we deduct a specific Premium Expense Charge from each Premium to defray our sales costs and related taxes.

SEC
Securities and Exchange Commission.

securities law
the Securities Act of 1933 and the Investment Company Act of 1940.

separate account
the TIAA-CREF Life separate account, VLI-2. It is divided into investment accounts, each of which invests in shares of a corresponding portfolio.

Supplemental layer
any portion of supplemental Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

tax test
the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your certificate's minimum death benefit and the maximum amount of premium you can pay. Once we issue your certificate, the tax test cannot be changed.

underwriting class
a class we assign to the person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health, whether or not the person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

unit
a measure used to calculate the amount of certificate value in any investment account.

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Key features of your Flexible Premium Variable Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during the insured's lifetime**
- **Premiums can be allocated to the fixed accounts and/or to our investment accounts**
- **No-Lapse Guarantee Period**
- **Charitable Giving Benefit**
- **Certificate value, death benefit and length of coverage can be variable or fixed according to the provisions of this certificate and may increase or decrease depending on investment performance**
- **Minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this certificate**
- **Pays death benefit proceeds when the person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**

TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Enhanced Cash Value Rider

This rider is part of the Certificate to which it is attached and is effective as of the Certificate Date, unless another date is specified in Section 1 of the Certificate. It is part of, and subject to, the other terms and conditions of the Certificate. If the terms of this rider and the Certificate conflict, this rider's provisions will control. Please read this rider carefully.

Rider Benefit

This rider waives any surrender charges under your Certificate. In addition, this rider sets the proceeds you receive upon surrender of your Certificate equal to the Certificate value less any outstanding loan amount plus a surrender credit. The surrender credit equals the surrender credit factor for the Certificate year in which the surrender occurs multiplied by the lesser of:

- the target premium or
- the total premiums credited to your Certificate from Certificate issue to surrender.

However, in the first Certificate year, the surrender credit will not exceed the total premiums credited to your Certificate minus the sum of your Certificate value and any withdrawals taken from your Certificate.

The amount available under your Certificate for partial withdrawals and Certificate loans will not be increased due to this rider. Coverage under this rider begins on the Certificate Date.

Rider Charge

This rider increases the guaranteed maximum premium expense charge under your Certificate. The increased guaranteed maximum premium expense charge is shown in Section 1 of your Certificate.

Conditions

This rider will not waive any surrender charges and will not pay a surrender credit if your Certificate is surrendered as part of an exchange under Internal Revenue Code §1035.

Minimum Death Benefit

We will include any surrender credit in your Certificate value to calculate the minimum death benefit for your Certificate to qualify as life insurance under federal tax law. You can find more information on the minimum death benefit in Understanding the minimum death benefit in your Certificate.

Termination

This rider will terminate upon termination of your Certificate.

Surrender Credit

Target Premium [$1,059.00]

Certificate Year	1	2	3	4	5	6	7	8	9	10	11+
Surrender Credit Factor	[35%	50%	50%	40%	30%	15%	10%	5%	3%	0%	0%]

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President and CEO

TGMECSV12011

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New York, NY 10017-3206
212 490-9000 1 800 223-1200

Long Term Accumulation Rider

This rider is part of the Certificate to which it is attached and is effective as of the Certificate Date, unless another date is specified in Section 1 of the Certificate. It is part of, and subject to, the other terms and conditions of the Certificate. If the terms of this rider and the Certificate conflict, this rider's provisions will control. Please read this rider carefully.

Rider Benefit

This rider provides that we will waive the surrender charges under the Certificate. This rider may also impact the level of other charges under your Certificate. Any such impact will be reflected in Section 1 of your Certificate.

Surrender Charges

This rider provides that no surrender charge will apply if:

1. the Certificate is surrendered for its Cash Surrender Value, and
2. if any decrease in Specified Face Amount occurs.

Termination

This rider will terminate upon termination of the Certificate.

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Overloan Protection Endorsement

This endorsement guarantees the Certificate will not lapse if it becomes Overloaned. To become Overloaned, all of the following conditions must be satisfied.

(1) The Certificate has been in force for at least ten years.
(2) The attained age of the [younger] insured is at least 65.
(3) Either the Certificate tax test is the cash value accumulation test, or the Certificate cost basis is zero.
(4) The outstanding loan divided by the Certificate value exceeds the Overloan Limit in the table below.

The Certificate will become Overloaned on the first monthly charge date that all of the above conditions are satisfied. Once Overloaned, the Certificate will remain Overloaned until termination. If the above conditions are never all satisfied on the same monthly charge date, this endorsement will not prevent the Certificate from lapsing.

While the Certificate is Overloaned, no premiums may be paid, no withdrawals may be taken and no loans may be taken or repaid. The death benefit will be the minimum death benefit defined in the Certificate and no monthly charges will be deducted.

Upon becoming Overloaned, the Certificate value will be reduced to equal the outstanding loan and moved to a fixed interest account. Certificate value cannot be transferred out of this account and will receive an annual effective crediting rate of 3.00%. Certificate loan interest will continue to accrue at the same 3.00% rate.

There is no monthly charge to add this endorsement to the Certificate. However, if this Certificate becomes Overloaned, at that time the Certificate value will be reduced to equal the outstanding loan.

While this endorsement is attached to the Certificate, the maximum loan value of the Certificate cannot exceed the Certificate value multiplied by the Overloan Limit.

The Overloan Limit depends on the gender[s] and most recent underwriting class[es] of the insured[s] as well as the attained age of the [younger] insured. If the most recent underwriting class changes or a misstatement of gender is discovered, an updated endorsement with revised Overloan Limits will be sent to the owner.

This endorsement can be removed at any time the Certificate is not Overloaned. If not removed, this endorsement will terminate when the Certificate terminates.

		[Younger Insured] Attained Age	Overloan Limit
Gender	[Male]	65 to 74	96%
[Underwriting class	[Preferred Plus Non-tobacco]	75 to 84	97%
[Gender]	[Female]	85 to 94	97%
[Underwriting class]	[Preferred Plus Non-tobacco]	95 and higher	99%]

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Waiver of Monthly Charges Rider

Under this rider, we won't deduct monthly charges from your Certificate while the person insured by the Certificate is totally disabled.

We'll waive monthly charges as long as your Certificate and this rider are in force, and you have given us satisfactory proof that:

- the total disability began before the person insured by the Certificate reached age 65
- the person insured by the Certificate has been totally disabled for at least six consecutive months without any period of recovery.

What we mean by totally disabled or total disability

- During the first two years of the disability, *totally disabled* or *total disability* means, due to sickness or bodily injury, the person insured by the Certificate can't carry out substantially all of the duties of the regular job or occupation he or she was trained for at the time the disability began
- After two years of being disabled, *totally disabled* or *total disability* means, due to sickness or bodily injury, the person insured by the Certificate can't carry out substantially all of the duties of any job that he or she is reasonably qualified for based on education, training or experience.

We'll consider a person totally disabled, even if he or she is still working, if there is a total and permanent loss of:

- sight in both eyes
- the use of both hands or both feet or
- the use of one hand and one foot.

Total disability can't be caused by:

- an intentionally self-inflicted injury or
- war while the person insured by the Certificate is in the military service or in any auxiliary or noncombatant unit serving with the military. War includes declared or undeclared war, or any armed conflict or resistance by any country or international organization.

If the same illness or injury causes more than one period of disability, we'll treat the periods as one continuous period of disability. However, there can't be any periods of recovery lasting six months or longer in between the periods of disability.

How to make a claim

You must send your notice of claim in a form satisfactory to us along with satisfactory proof of the total disability while the person insured by the Certificate is living and is totally disabled. If the person dies before we receive your claim and proof and you demonstrate to us that you sent them as soon as was reasonably possible, we may still accept your claim.

We'll deduct from your Certificate value any monthly charges that are due before we approve your claim. You'll find more about this in *Monthly charges*. Once we approve your claim, we'll retroactively adjust your Certificate value by adding any monthly charges that became due after the total disability began. However, we won't refund any monthly charges that were due more than a year before we received your claim and proof.

Sending us ongoing proof of the disability
During the first two years of the disability, we may require you to send us further proof in a form satisfactory to us at reasonable times that the person insured by the Certificate is still disabled. After two years, we won't ask you to send us proof more than once a year. As part of the proof, we may require the person insured by the Certificate to be examined by a doctor that we choose and pay for. If we don't get the proof we need, we'll stop waiving the monthly charges.

How your Certificate is affected
We'll continue to accept your premium payments and deduct premium expense charges. We won't allow you to:
- increase your Certificate's face amount
- change your death benefit option
- add any riders to your Certificate.

Charges
The cost of this rider is part of the monthly charge for this Certificate. We calculate it on each monthly charge date after we calculate the cost of insurance charge for your Certificate. The monthly charges for this rider will end when coverage under this rider ends.

The cost of this rider is divided into a cost for each layer of face amount under your Certificate and any riders you add. Each piece of the cost is calculated by multiplying:
- the waiver of monthly charges factor for the layer of face amount, or rider by
- the monthly charge, excluding the cost of this rider, for the layer of face amount or rider.

You'll find the waiver of monthly charges factor for the initial face amount and any riders in force on the Certificate date in Section 1 of your Certificate. The waiver of monthly charges factor is based on the age, gender and underwriting class of the person insured by the Certificate on the Certificate date, on any date you increase the face amount and on any date you add a rider.

We'll send you a Certificate endorsement showing a new waiver of monthly charges factor if you increase the face amount other than increases in face amount scheduled at Certificate issue. The waiver of monthly charges factor for increases in face amount scheduled at Certificate issue will be the same as the waiver of monthly charges factor for the initial face amount.

We won't stop deducting any part of the monthly charge that's associated with any in force increase in the face amount that you requested if:
- the increase becomes effective on or after the Certificate anniversary when the person insured by the Certificate reaches age 65 or
- you give evidence of insurability satisfactory to us and we decide that the underwriting class for the increase doesn't qualify for the waiver.

We'll deduct any part of the monthly charge that isn't waived under this rider from the Certificate value. You'll find more about this in *Monthly charges* within your certificate.

Contesting the validity of this rider
We have the right to contest the validity of this rider for two years from its issue date, not including any period when the person insured by the Certificate is totally disabled. Once this rider has been in force for two years from the issue date during the lifetime of the person insured by this rider, not including any periods of total disability, we generally lose the right to contest its validity.

If you change your death benefit option or increase the face amount with evidence of insurability, we have the right to contest any waiver of monthly charges for any increase in the death benefit because of these changes. We have this right for two years from the date of the change during the lifetime of the person insured by the Certificate, not including any period when the person insured by the Certificate is totally disabled.

When this rider begins
We've issued this rider because you asked us on your application to add it to your Certificate. The rider is attached to your Certificate, it forms part of your Certificate, and the terms of the Certificate apply to it. The rider's issue date is shown in Section 1 of your Certificate.

This rider doesn't have any Certificate value, and we don't use it to calculate how much you can borrow from your Certificate. Charges for this rider will, however, affect your Certificate value and how much you can borrow.

When this rider will end
Your coverage under this rider will end on one of the following dates, whichever comes first:
- the date the person insured by the Certificate reaches age 65. This won't affect any valid claims you make to waive the monthly charges before that date.
- the date the grace period ends and you have not made the payment that is needed
- the date you end or surrender this Certificate
- the date we receive at our administrative office your request in a form satisfactory to us to end this rider.

TIAA-CREF Life Insurance Company
[Insurance Service Center
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Atlanta, GA 31139
Tel: 1 800 223 1200]

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Aviation Limitation Endorsement

The Certificate to which this endorsement is attached is amended to add the following provisions:

Aviation limitation
We will pay a limited death benefit, as defined below, to the beneficiary if the insureds death results from operating, riding in, or descending from any civilian, military, or other aircraft if the insured:

- had any duties aboard the aircraft, whether or not pertaining to the flight; or
- was aboard to receive or give any training or instruction.

This endorsement does not apply if the insured was riding as a passenger in an aircraft being used:

- commercially to transport passengers; or
- by a private business or government to transport its personnel or guests.

Limited death benefit
The limited death benefit payable under your Certificate will equal the greater of (1) and (2), where:

(1) is the amount of premiums paid with compound interest at 3% per year, less any outstanding loan amount and less any withdrawals and accrued interest compounded at 3% per year on such withdrawals; and
(2) is the cash surrender value as of the date of death.

In no event will the limited death benefit ever exceed the death benefit otherwise payable under your Certificate.

The above limitation is in addition to any other limitation or exclusion under your Certificate.

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Anthony M. Darius
President and CEO

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

LIFE INSURANCE ENROLLMENT FORM – PART I

Please Print in Black or Blue Ink

Section A: Proposed Insured

1. Full Legal Name (Title, First, Middle, Last, Suffix)

2. Date of Birth | 3. Social Security # | 4. Gender ☐ M ☐ F

5. Residential Address | Apt. No.

City | State | Zip Code

6. How long have you lived at current address?

Previous address if moved within the last two years:

7. Mailing Address | Apt. No. | ☐ Same as Residential

City | State | Zip Code

8. United States Citizen? ☐ Yes ☐ No (IF "Yes," PROCEED TO QUESTION # 9)

If "No," are you in possession of: Permanent Residency Card? ☐ Yes ☐ No United States Visa? ☐ Yes ☐ No

Residency Card or Visa No. | Expiration Date | Years in U.S.

9. Birthplace State Country | 10. Driver License No. | State of Issue

11. Marital Status ☐ Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Civil Union/Domestic Partner

12. Primary Telephone No. – – | 13. Alternate Telephone No. – –

14. E-Mail Address | 15. Preferred Method of Contact ☐ E-Mail ☐ Primary Telephone No. ☐ Alternate Telephone No.

16. Employer's Name

17. Occupation/Duties | 18. Length of time (years)

19. Annual Income $ | 20. Net Worth $

21. Are you a current member of the Military? ☐ Yes ☐ No | If "Yes," are you receiving any supplemental or hazardous duty pay based on your duties? ☐ Yes ☐ No

☐ Active Duty ☐ Reserve

Section B: Owner Information

1. Owner ☐ Same as Proposed Insured ☐ Trust ☐ Business or Corporation ☐ Other Person

If Owner is Same as Insured, Proceed to Beneficiary Section

2. Full Name of Primary Owner

3. Date of Birth/Date of Trust | 4. Social Security No./Tax ID No.

5. Relationship to Proposed Insured(s) | 6. Gender ☐ M ☐ F

[XXXXXX]
[(XX/12)]

TCL-MFGFAP-G

Section B: Owner Information (Continued)

7. Name(s) of Authorized Company Representative(s)/Trustee(s)

8. Additional Representative(s)/Trustee(s)

9. Residential Address | Apt. No.

City | State | Zip Code

10. How long have you lived at current address?

Previous address if moved within the last two years:

11. Mailing Address | Apt. No. | ☐ Same as Residential

City | State | Zip Code

12. United States Citizen? ☐ Yes ☐ No (IF "Yes," PROCEED TO QUESTION # 13)

If "No," are you in possession of: Permanent Residency Card? ☐ Yes ☐ No United States Visa? ☐ Yes ☐ No

Residency Card or Visa No. Expiration Date Years in U.S.

13. Birthplace State Country

14. Marital Status ☐ Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Civil Union/Domestic Partner

15. Primary Telephone No. – –

16. Alternate Telephone No. – –

17. E-Mail Address

18. Preferred Method of Contact
☐ E-Mail ☐ Primary Telephone No. ☐ Alternate Telephone No.

19. Employer's Name

20. Annual Income $

21. Net Worth $

NOTES: (1) The Trustee Declaration of Authority form must also be completed if the Owner is a Trust.

(2) The Corporate-Owned Life Insurance (COLI) form must also be completed if the Owner is a Business or Corporation.

Section C: Co-Owner Information – Complete this section for additional owners.

1. Co-Owner ☐ Trust ☐ Business or Corporation ☐ Other Person

2. Full Name of Co-Owner

3. Date of Birth/Date of Trust

4. Social Security No./Tax ID No.

5. Relationship to Proposed Insured

6. Gender ☐ M ☐ F

7. Name(s) of Authorized Company Representative(s)/Trustee(s)

8. Additional Representative(s)/Trustee(s)

9. Residential Address | Apt. No.

City | State | Zip Code

10. How long have you lived at current address?

Previous address if moved within the last two years:

11. Mailing Address | Apt. No. | ☐ Same as Residential

City | State | Zip Code

Section C: Co-Owner Information (Continued)

12. United States Citizen? ☐ Yes ☐ No (IF "Yes," PROCEED TO QUESTION # 13)

If "No," are you in possession of: Permanent Residency Card? ☐ Yes ☐ No United States Visa? ☐ Yes ☐ No

Residency Card or Visa No. Expiration Date Years in U.S.

13. Birthplace State Country

14. Marital Status ☐ Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Civil Union/Domestic Partner

15. Primary Telephone No. – –

16. Alternate Telephone No. – –

17. E-Mail Address

18. Preferred Method of Contact
☐ E-Mail ☐ Primary Telephone No. ☐ Alternate Telephone No.

19. Employer's Name

NOTES: (1) The Trustee Declaration of Authority form must also be completed if the Co-Owner is a Trust.

(2) The Corporate-Owned Life Insurance (COLI) form must also be completed if the Co-Owner is a Business or Corporation.

Additional Co-Owner(s) (If multiple Co-Owners, attach a separate page, signed and dated, to the enrollment form.)

Section D: Beneficiary Information

It is important that your beneficiary designation be clear so that there will be no question as to your intent as to what each beneficiary will receive. It is also important that you name a primary and contingent beneficiary. If more than one primary or contingent beneficiary is named without a percentage indicated, the proceeds will be divided equally. If percentages are indicated, total of percentages must equal 100%.

If a primary or contingent beneficiary predecease you, the amount he or she would have received will be paid in equal amounts to the surviving primary or contingent beneficiary(ies). By checking the Lineal Descendant Per Stirpes (LDPS) box next to a beneficiary, this provides that should the beneficiary predecease you, the share percentage allotted to the deceased beneficiary will pass in equal shares to the first generation of the deceased beneficiary's living lineal descendants, which may be his or her children or grandchildren.

Full Legal Name of Beneficiary Or Trust and Trustee(s) If Same as Owner, check here ☐	Relationship to Proposed Insured	Percentage (Whole Numbers Only)[1]	Date of Birth or Date of Trust (mm/dd/yyyy)	Primary(P) or Contingent (C) [2]	LDPS[3]
				☐ P ☐ C	☐ Yes ☐ No
				☐ P ☐ C	☐ Yes ☐ No
				☐ P ☐ C	☐ Yes ☐ No
		Total = 100%			

[1] Both Primary and Contingent (if applicable)
[2] If unanswered, beneficiary will be considered Primary.
[3] Lineal Descendants Per Stirpes - Indicate "Yes" or "No." If unanswered, it will be assumed the LDPS option does not apply to the associated beneficiary.

Note: Unless you state otherwise in the table above, the term "Descendants" includes individuals legally adopted or born after the signature date of this enrollment form and who are members of the class on the date of your death. Please consult your estate planning attorney prior to making any LDPS designation. TIAA-CREF Life Insurance Company does not, and cannot, provide you with legal advice.

Section D: Beneficiary Information (Continued)

Charitable Giving Benefit Provision
The designated beneficiary of this benefit may be any institution accredited as a charity with the IRS under Section 501(c)(3).

The Charitable Benefit Provision pays, upon the death of the insured, a supplemental death benefit, over and above the base certificate death benefit, equal to one percent (1%) of the base certificate's base face amount with a cap of $100,000. Supplemental Face Amount values are not included in the 1% benefit.

1. Name of Qualified Charity | 2. 501(c)(3) Tax ID No.

3. Address

City | State | Zip Code

Spousal or Domestic Partner Consent & Waiver - If the Owner/Applicant and the Owner's/Applicant's spouse/domestic partner currently reside or formerly resided in one of the community property states listed below, the Owner's/Applicant's spouse should sign the consent & waiver.

[(Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin)]

I, the undersigned spouse/domestic partner, consent to the beneficiary designation of any person or entity to receive the death proceeds from the above identified certificate, and to the use of community property to pay premiums on this certificate. I understand and intend that this consent & waiver relinquishes any and all interest I may have in the ownership and proceeds of this certificate, and any property used to pay premiums. This consent & waiver is effective as of the date it is signed.

Note: This consent & waiver does not affect my right to receive proceeds or income from the proceeds if I am named as a beneficiary of this certificate or of a trust that owns this certificate.

X_____ _____
Signature of Spouse or Domestic Partner — Date

X_____ _____
Signature of Spouse or Domestic Partner — Date

X_____ _____
Signature of Witness (Signature must be witnessed by someone other than a designated or potential beneficiary.) — Date

Section E: Certificate Information

1. SELECT CERTIFICATE TYPE **Check one** ☐ Universal Life ☐ Variable Universal Life

2. TOTAL FACE AMOUNT $_____ = Base Face Amount $_____ + Supplemental Face Amount $_____
   ☐ Level ☐ Increasing by: _____ % annually for _____ Years
   ☐ Customized Increasing Schedule (The Customized Schedule form must be completed.)

3. PREMIUM AMOUNT Planned Annual Premium $_____
   (if single payment, enter "0")

4. PAYMENT FREQUENCY ☐ Annually ☐ Semiannually ☐ Quarterly ☐ Monthly [1] ☐ Single Payment [2]

   Ensure that Information matches the illustration ☐ List Bill (If existing list bill, provider number)
   [1] Monthly payments can be made only by electronic funds transfer (EFT).
   [2] Check only if Lump Sum or 1035 Exchange is selected in the Payment Method Section Below.

5. PAYMENT METHOD (Check all that apply - Payment accepted once enrollment form is approved.)
   ☐ Direct Bill ☐ Lump Sum $_____
   ☐ EFT (Not available for initial premium on Variable Universal Certificates) ☐ 1035 Exchange $_____
   (Funds from another insurance company)

6. Will any of the premiums required to pay for this certificate be obtained through a premium financing or loan agreement? ☐ Yes ☐ No
   If "Yes," please provide details.

Section F: Certificate Provisions, Options and Riders

1. Death Benefit Option (If unanswered, Option A will be applied.)

☐ Option A – Level (benefit equals face amount)
☐ Option B – Increasing (benefit equals face amount plus certificate cash value)
☐ Option C – Face Amount + Premium (benefit equals face amount plus premiums paid)

2. Definition of Life Insurance Test ☐ Guideline Premium Test ☐ Cash Value Accumulation Test
(If unanswered, the Guideline Premium Test will be applied.) (This election cannot be changed after issue.)

3. Long-Term Accumulation Rider (LTA) (Available for VUL Products Only.) ☐ Yes ☐ No

4. Enhanced Cash Value Rider (ECV) (Available only if LTA Rider was chosen above.) ☐ Yes ☐ No

5. Waiver of Monthly Charges Rider (Available for insureds age 18 to 60.) ☐ Yes ☐ No

6. Overloan Protection Endorsement ☐ Yes ☐ No
(If unanswered, this endorsement will be added. Cannot elect "Yes" if the Cash Value Accumulation Test is elected.)

Section G: Third-Party Notification – Protection Against Intended Lapse In Coverage

Although the election of this option only authorizes TIAA-CREF Life Insurance Company to send an additional notice to a designated third party advising that the certificate is in danger of lapse, it does not mean that the third party is responsible for preventing such a lapse. In addition, certain circumstances and provisions in the certificate may govern procedure, thereby preventing the certificate from any kind of lapse.

1. I elect to have an additional notice regarding any lapse in premium payment sent to a third party of my choosing. ☐ Yes ☐ No
If "Yes," please provide Name and Residential Address below.
(A separate form must be completed and signed by the designated Third Party in the states of Hawaii, New Jersey and New York.)

2. Full Legal Name
(Title, First, Middle, Last, Suffix)

3. Street Address | Apt. No.

City | State | Zip Code

4. Telephone No. – – | 5. E-Mail Address

Section H: Plan Use

1. The coverage will be used primarily for: **Check all that apply**

☐ Income Replacement ☐ Split Dollar ☐ Business Continuity ☐ Key Person
☐ Supplemental Retirement Income ☐ Deferred Compensation Plan ☐ Estate Plan ☐ Bonus Plan
☐ Premium Financing ☐ Charitable Gift ☐ Other _____

Variable Universal Life (VUL) Suitability

2. Has it been explained to you that the values and benefits provided by the coverage are based on the investment experience of a separate account and may increase or decrease depending upon the investment experience? ☐ Yes ☐ No

3. Is the coverage, as applied for, in accordance with the insurance and financial objective you have expressed? ☐ Yes ☐ No

Universal Life (UL) Suitability

4. Is the coverage, as applied for, in accordance with the insurance and financial objectives you have expressed? ☐ Yes ☐ No

Section I: Existing Coverage – Potential Replacement

If the answer to any question is "Yes," provide full details in the chart below. If none, state "None" in the chart below.

1. Does the Owner or Proposed Insured have any existing life insurance policies or annuity contracts? ☐ Yes ☐ No
2. Will any existing life insurance or annuity contract held by the Owner or Proposed Insured be replaced, changed, or used to pay for the insurance applied for in this enrollment form? ☐ Yes ☐ No
3. Will a policy loan be carried over via an IRC 1035 Tax Free Exchange? If "Yes," Loan Amount $ _____ ☐ Yes ☐ No

Remarks - Existing Coverage – Potential Replacement (If additional space is needed, attach a separate page, signed and dated, to the enrollment form.)

Insured/ Owner	Insurance Company and Name of Insured/Owner(s)	Policy #	Total Face Amount	Product	Year Issued	Replacing?	1035 Exchange?
☐ Insured ☐ Owner ☐ Co-Owner						☐ Yes ☐ No	☐ Yes ☐ No
☐ Insured ☐ Owner ☐ Co-Owner						☐ Yes ☐ No	☐ Yes ☐ No
☐ Insured ☐ Owner ☐ Co-Owner						☐ Yes ☐ No	☐ Yes ☐ No

Section J: Pending Insurance

The following questions must be answered by the Proposed Insured. (If the answer to any question is "Yes," provide full details in the "Remarks" section below.)	Proposed Insured
1. Do you have any other pending life insurance applications with another life insurance company? If "Yes," state companies and amounts in the "Remarks" section below.	☐ Yes ☐ No

Remarks – Pending Coverage (If additional space is needed, attach a separate page, signed and dated, to the enrollment form.)

Insurance Company	Policy #	Total Face Amount	Product	Date Applied

Section K: Viatical Settlements

The following questions must be answered by the Owner(s). (If the answer to any question is "Yes," provide full details in the "Remarks" section on the next page.)

1. Do you, the Owner(s), intend to use or transfer the policy for any type of pre-death financial settlement, such as viatical settlement, senior settlement, life settlement, or for any other secondary market? ☐ Yes ☐ No
2. Have you, the Owner(s), in the past 5 years sold a policy to a life settlement, viatical or other secondary market? ☐ Yes ☐ No

Remarks – Viatical Settlements (If additional space is needed, attach a separate page, signed and dated, to the enrollment form.)

Section K: Viatical Settlements (Continued)

Insurance Company and Name of Insured/Owner(s)	Policy #	Total Face Amount	Product	Date of Sale

Section L: Juvenile (Complete this section only if Proposed Insured is a juvenile: 0 to 17 years)

1. Total life insurance (including group coverage with employer) currently applied for, considered, or now in force on the insured's father, mother, and siblings or both of the insured's legal guardian(s) in all companies.

Relationship	Name	Age	Amount of Total Life Insurance
Father			$
Mother			$
Sibling			$
Sibling			$

If no coverage in force on Proposed Insured's parents and/or siblings, please explain why.

Section M: Preliminary Underwriting Information

NON-MEDICAL

The following questions must be answered by the Proposed Insured. (If the answer to any question is "Yes," provide full details in the "Remarks" section.)	Proposed Insured
1. In the last 5 years, have you been convicted of two or more moving violations, or driving under the influence of alcohol or drugs, or had a driver license suspended or revoked? If "Yes," provide full details including dates, types of violations, and reason for suspension or revocation.	☐ Yes ☐ No
2. Do you have any plans to travel or reside outside the United States within the next 12 months? If "Yes," please provide destination, purpose and duration of travel.	☐ Yes ☐ No
3. In the past 5 years, have you flown as a pilot, student pilot, or crew member other than for a scheduled commercial airline, or within the next 2 years do you intend to fly as a pilot, student pilot, or crew member other than for a scheduled commercial airline?	☐ Yes ☐ No
4. In the last 5 years, have you operated or had any duties aboard a glider, hot air balloon, ultra light or similar device; or within the next 2 years do you plan to operate or have any duties?	☐ Yes ☐ No
5. In the last 5 years, have you engaged in or within the next 2 years do you expect to engage in, any hazardous activities or sports such as but not limited to: cave exploration, mountain, rock or ice climbing, motor vehicle, motorcycle, snowmobile or boat racing, SCUBA or sky diving?	☐ Yes ☐ No

Section M: Preliminary Underwriting Information (Continued)

6. In the last 5 years, have you smoked a cigarette, cigar or pipe, tobacco or used tobacco, nicotine, or nicotine-based products in any other form? If "Yes," provide the form of nicotine-based product, quantity, and month/year last used.	☐ Yes ☐ No
7. Have you ever been convicted of a felony or misdemeanor, other than a minor traffic violation? If "Yes," include details of conviction and sentencing.	☐ Yes ☐ No
8. Have you ever had an application for life, health, disability or long-term care insurance declined, postponed, charged an extra premium, or otherwise modified? If "Yes," include the name of company with details.	☐ Yes ☐ No
9. Have you been disabled for any reason within the last 2 years?	☐ Yes ☐ No
10. In the last 5 years, have you filed bankruptcy or defaulted on a student loan?	☐ Yes ☐ No

REMARKS (If additional space is needed, attach a separate page, signed and dated, to the enrollment form. Please specify to which question number(s) remarks pertain.)

Question No.	Details

Section M: Preliminary Underwriting Information (Continued)

MEDICAL

The following questions must be answered by the Proposed Insured. (If the answer to any question is "Yes," provide full details in the "Remarks" section.)	Proposed Insured
11. In the last 5 years, have you received treatment (inpatient or outpatient), consulted, or been examined by any physician, chiropractor, psychologist or healthcare professional, hospital, clinic, or other healthcare facility.	☐ Yes ☐ No
12. Have you ever tested positive for antibodies to the AIDS (Acquired Immune Deficiency Syndrome) Human T-Cell Lymphtropic Human Immunodeficiency Virus (HIV)?	☐ Yes ☐ No

REMARKS (If additional space is needed, attach a separate page, signed and dated, to the enrollment form. Please specify to which question number(s) remarks pertain.)

Question No.	Name of Healthcare Professional (include City & State)	Date and Duration of Illness	Provide: Diagnosis, Treatment and Medication(s)

Additional Information/Special Requests

Section N: Signature Section

Declarations

1. No agent/registered representative or medical examiner has the authority to make or modify the Company's guidelines, to decide whether anyone proposed for insurance is an acceptable risk or to waive any of the Company's rights or requirements.
2. In connection herewith, it is expressly acknowledged that the insurance, as applied for, is suitable for the insurance needs and financial objectives of the undersigned.

Customer Identification Notice

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who makes an enrollment form. This means we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver license or other identifying documents.

I acknowledge receipt of the Customer Identification Notice. I understand that the identity information being provided by me is required by Federal law to be collected in order to verify my identity and I authorize its use for this purpose.

Enrollment Form Authorization

The proposed insured under this certificate hereby states that:

I understand that the insurance applied for will not take effect unless and until, during the lifetime of the Proposed Insured. TIAA-CREF Life Insurance Company (TIAA-CREF Life) has both: (1) received the full first premium payment and (2) approved the insurance applied for on the life of the Proposed Insured. TIAA-CREF Life will notify me in writing of the approval date.

For Variable Universal Life Insurance Only

With respect to the purchase of variable universal life insurance, by signing this enrollment form, I, the applicant, acknowledge that my registered representative provided me with a copy of the current prospectus for the variable universal life insurance certificate I applied for, as well as current prospectuses for all variable insurance options I have selected on the enrollment form or any supplementary forms.

Section N: Signature Section (Continued)

I authorize any physician, medical practitioner, psychiatrist, psychologist, hospital, Veterans Administration clinic or other medical or medical-related facility, mental health facility, the Medical Information Bureau (MIB), insurance company, consumer reporting agency, other organization, institution or person that has any records or knowledge of me or my health or mental condition, general character, driving records, and hobbies of a hazardous nature, to give to TIAA-CREF Life, its reinsurers, the MIB, or other persons or organizations performing business or legal services in connection with my enrollment form for insurance, or as may be otherwise lawfully required, or as I may further authorize any such information.

I further authorize a consumer reporting agency to make an investigative report on me if it is requested by TIAA-CREF Life. I understand that I have the right to be interviewed by the consumer reporting agency and to request a copy of the investigative consumer report on me.

I understand the information obtained by use of this Authorization will be used by TIAA-CREF Life to determine my eligibility for insurance. Any information obtained will not be released by TIAA-CREF Life to any persons or organizations in an individually identifiable form EXCEPT to reinsuring companies, or other persons or organizations performing business or legal services in connection with my enrollment form for insurance, or as may be otherwise lawfully required or as I may further authorize.

I authorize all said sources to give such records or knowledge to any agency employed by TIAA-CREF Life to collect and transmit such information. A photographic copy of this Authorization shall be as valid as the original. I agree this Authorization shall be valid for two years from the date shown below, and that upon request I have a right to receive a copy of this Authorization. I also acknowledge receipt of the written notices of my rights under state and Federal Fair Credit Reporting Acts and the MIB.

I understand that I have the right to revoke this authorization in writing, at any time, by sending a written request for revocation to TIAA-CREF Life, Attention: Privacy Official. I understand that a revocation is not effective to the extent that any of My Providers have relied on this authorization or to the extent that TIAA-CREF Life has a legal right to contest a claim under an insurance certificate or to contest the certificate itself. I understand that any information that is disclosed pursuant to this authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information.

To the best of my knowledge and belief, all of the answers contained herein are true and complete. These answers, together with those provided in Part II of the Enrollment form and any additional supplements, are my Enrollment form. I understand TIAA-CREF Life will rely upon the information provided herein, and that such statements and answers are given as an inducement to TIAA-CREF Life to consider issuing the insurance applied for.

If the applicant applied for and received temporary insurance coverage, the applicant acknowledges that the Temporary Life Insurance Agreement (TIA) terms and conditions are separate and distinct from the terms and conditions of this enrollment form.

General Fraud Warning

For Residents of [AL, AK, AR, CA, CT, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MI, MN, MO, MS, MT, NE, NH, NM, NV, NC, ND, OH, OK, RI, SC, SD, TN, TX, UT, VT, WV, WI, WY.] and those residing outside the US:

[Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of AZ:**

Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an enrollment form for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.]

[**For Residents of CO:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

Section N: Signature Section (Continued)

[**For Residents of DC:**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of FL:**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an enrollment form containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

[**For Residents of MD:**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of ME:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.]

[**For Residents of NJ:**

To the best of my knowledge and belief, all of the above statements and answers are true and complete. Any person who includes any false or misleading information on an enrollment form for an insurance certificate is subject to criminal and civil penalties.]

[**For Residents of OR:**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of PA:**

Any person who knowingly and with intent to defraud any insurance company or other person files an enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

[**For Residents of VA:**

Any person who, knowingly and with intent to defraud any insurance company, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[For Residents of WA:

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

Section N: Signature Section (Continued)

If the Proposed Insured will own this certificate, complete Section A Only.
If a person other than the Proposed Insured will own this certificate, complete both Sections A and B.

SECTION A

X_____ _____
Signature of Proposed Insured (not required if under age 15) Date

SECTION B

X_____ _____
Signature of Owner, Trustee or Corporate Officer Date

X_____ _____
Signature of Co-Owner Date

AGENT'S SIGNATURE

X_____ _____
Signature of Agent Date

Signed by Owner at _____ _____
City State

FOR OFFICIAL USE ONLY – AGENT CERTIFICATION AND SIGNATURE

1. I hereby certify that I have reviewed with the Owner(s) and Proposed Insured: (1) the answers to the replacement questions, and (2) all of the information in the enrollment form.
2. I further certify that to the best of my knowledge and belief, the Owner(s).

☐ DOES	☐ DOES NOT	Have existing life insurance policies or annuity contracts.
☐ DOES	☐ DOES NOT	Intend to replace coverage under an existing life insurance policy or annuity contract.

FOR REPLACEMENT TRANSACTIONS ONLY

3. Is the replacement exempt? ☐ Yes ☐ No
4. Who recommended the replacement? ☐ AGENT ☐ OWNER
5. Provide the reason for replacement.

Agent's Name_____ Agent's NPN #_____
Please Print

Agent's Signature_____ Date_____
Signature

HOME OFFICE USE ONLY

AG	RF1
RF2	RF3

[XXXXXX]
[(XX/12)]

TCL-MFGFAP-G

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

LIFE INSURANCE ENROLLMENT FORM – PART II
MEDICAL REPORT

Please Print in Black or Blue Ink

INSTRUCTIONS TO EXAMINER

This examination, once begun, is the property of the TIAA-CREF Life Insurance Company and must not be destroyed, suppressed, or given to the Proposed Insured. Please weigh the applicant and answer all questions below. All positive findings should be explained in detail in the "Remarks" section.

Section A: Proposed Insured

Full Legal Name (Title, First, Middle, Last, Suffix)		
Residential Address		Apt. No.
City	State	Zip Code
Gender ☐ M ☐ F	Date of Birth	Social Security #

Section B: Medical History

1. PRIMARY CARE PHYSICIAN

Name	Telephone No. - -	
Address		
City	State	Zip Code
a. Date of last consult with this physician?	Date of Birth	
b. Reason for last consult with this physician?		
c. Test(s) performed and treatment received?		

If the answer is "Yes" to any of the questions listed below, provide full details in the "Remarks" section.

2. IN THE PAST 10 YEARS, HAVE YOU BEEN DIAGNOSED OR TREATED FOR:

a. High blood pressure, elevated cholesterol, chest pain, angina, heart attack, heart disease, heart murmur, palpitations, stroke, peripheral vascular disease, cerebrovascular disease, or any other disorder of the heart or circulatory system?	☐ Yes	☐ No
b. Diabetes, glucose intolerance, thyroid or pituitary disorder or any other endocrine or glandular disorder?	☐ Yes	☐ No
c. Tumors, malignant or benign, cancer, melanoma or any other disease of the skin, lymphoma, enlarged lymph nodes, leukemia or any other malignant disorder.	☐ Yes	☐ No
d. Asthma, shortness of breath, COPD, emphysema, pneumonia, bronchitis, tuberculosis, or any other disorder of the respiratory system?	☐ Yes	☐ No
e. Depression, anxiety, panic attacks, ADD/ADHD, emotional disorder, or any other psychiatric disorder or disturbance?	☐ Yes	☐ No
f. Seizure disorder, fainting, dizziness, multiple sclerosis, paralysis, or any other neurological disorder of the brain or nervous system?	☐ Yes	☐ No

test barcode 2cm

Section B: Medical History (Continued)

If the answer is "Yes" to any of the questions listed below, provide full details in the "Remarks" section.

2. IN THE PAST 10 YEARS, HAVE YOU BEEN DIAGNOSED OR TREATED FOR (Continued):		
g. Hepatitis, cirrhosis, or any other liver disorder?	☐ Yes	☐ No
h. Ulcerative colitis, Crohn's disease, gastrointestinal bleeding, gastric or peptic ulcer, acid reflux disease, Barrett's esophagus, disorder of the stomach, pancreas, gall bladder, or any other intestinal disorder?	☐ Yes	☐ No
i. Albumin, protein, blood or sugar in the urine or any disorder of the kidney, bladder, breasts, ovaries, prostate or other reproductive organs?	☐ Yes	☐ No
j. Any sexually transmitted diseases?	☐ Yes	☐ No
k. Gout, arthritis, connective tissue disease, immune system disorder or any other disease of the joints, muscles, nerves or bones?	☐ Yes	☐ No
l. Anemia, clotting or platelet disorder, chronic infections, or any other disorder of the blood?	☐ Yes	☐ No
m. Any disorder of the eyes, ears, nose, or throat?	☐ Yes	☐ No
3. Are you currently pregnant?	☐ Yes	☐ No
If "Yes," what is the expected date of delivery?		
4. Has your weight changed by more than 10 lbs during the past 12 months?	☐ Yes	☐ No
If "Yes," please provide reason for the weight change; if you gained or lost weight; and how much. lbs.	☐ Gain	☐ Loss
5. Has the Proposed Insured ever tested positive for antibodies to the AIDS (Acquired Immune Deficiency Syndrome) Human T-Cell Lymphtropic Human Immunodeficiency Virus (HIV)?	☐ Yes	☐ No
6. Have you ever been advised by a licensed medical professional to reduce or discontinue the use of alcohol or drugs?	☐ Yes	☐ No
7. Other than as noted above, have you ever been counseled or treated because of alcohol, controlled substance or drug use?	☐ Yes	☐ No
8. Have you ever used narcotics, amphetamines, barbiturates, heroin, cocaine, marijuana, or other habit-forming drugs, except as prescribed by a licensed medical professional?	☐ Yes	☐ No
9. OTHER THAN AS PREVIOUSLY DESCRIBED, HAVE YOU EVER:		
a. Consulted with a physician, healthcare provider, counselor, therapist, or had any illness, injury, surgery, diagnostic test or treatment, or been advised to have any diagnostic test, surgery or treatment not yet completed?	☐ Yes	☐ No
b. Been an inpatient or outpatient in a hospital, clinic, medical or mental health facility?	☐ Yes	☐ No
c. Had surgery or biopsy, received treatment by a healthcare provider, or received treatment at a medical facility?	☐ Yes	☐ No
d. Had any electrocardiograms, x-rays, blood studies, scans, or other diagnostic tests?	☐ Yes	☐ No
10. Are you presently taking any medication(s), including nonprescription/over-the-counter medication or supplements? If "Yes," list all medications and dosages you are currently taking or have taken in the last 30 days, including prescriptions, over-the-counter drugs, aspirin and herbal supplements in the chart on the next page.	☐ Yes	☐ No

REMARKS (Complete this section if you answered "Yes" to any of the questions above.) If more space is needed, an additional blank sheet may be attached. Any Proposed Insured(s) or Owner(s) should sign and date additional pages.

Question No. and Letter	Name and Address of Health Professional	Date/Duration of Illness	Diagnosis/Treatment/Medication

Section C: Family History (Please provide details in the chart below.)

1. Has a parent or sibling ever had: heart disease, coronary artery disease, vascular disease, stroke, cerebrovascular disease, diabetes, cancer, or kidney disease? If "Yes," please provide details in the table below. ☐ Yes ☐ No

Relationship to Proposed Insured	Age of Onset	Age if Living	Age at Death	State of Health (Specific Conditions) or Cause of Death
Mother				
Father				
Sibling				
Sibling				
Sibling				

Signature Section

Agreement

I, the Proposed Insured, have read the above answers and statements and they: (a) are true and complete to the best of my knowledge and belief and (b) were correctly recorded before I signed this LIFE INSURANCE ENROLLMENT FORM - PART II. These answers, together with those provided in Part I of the Enrollment Form and any additional supplements to this enrollment form constitute the entire Enrollment Form. I understand TIAA-CREF Life Insurance Company will rely upon the information provided in the Enrollment Form to determine whether it will issue the life insurance certificate applied for in this Enrollment Form.

General Fraud Warning

For Residents of [AL, AK, AR, CA, CT, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MI, MN, MO, MS, MT, NE, NH, NM, NV, NC, ND, OH, OK, RI, SC, SD, TN, TX, UT, VT, WV, WI, WY.] and those residing outside the US:

[Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of AZ:**
Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an enrollment form for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.]

Signature Section (Continued)

[**For Residents of CO:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

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Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of FL:**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an enrollment form containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

[**For Residents of MD:**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of ME:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.]

[**For Residents of NJ:**

To the best of my knowledge and belief, all of the above statements and answers are true and complete. Any person who includes any false or misleading information on an enrollment form for an insurance certificate is subject to criminal and civil penalties.]

[**For Residents of OR:**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of PA:**

Any person who knowingly and with intent to defraud any insurance company or other person files an enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

[**For Residents of VA:**

Any person who, knowingly and with intent to defraud any insurance company, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of WA:**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

X_____	_____	_____
Signature of Proposed Insured	Signed at (City, State)	Date
X_____	_____	_____
Signature of Witness	Signed at (City, State)	Date

Section D (TO BE COMPLETED BY PARAMEDIC OR PHYSICIAN)

The questions which appear below are intended only as a basis for the examination. TIAA-CREF Life Insurance Company relies on its examiners to observe and report all information bearing on the acceptance of a Proposed Insured, even though not specifically requested, on a separate sheet and mail it directly to TIAA-CREF Life Insurance Company.

1. a. Height (in shoes)	ft.	in.	b. Weight (clothed) lbs.
c. Did you weigh the patient?	☐ Yes	☐ No	
If "No," please explain.			

2. Blood Pressure	Initial Reading	2nd Reading	3rd Reading
	Systolic	Systolic	Systolic
	Diastolic	Diastolic	Diastolic

3. Pulse at Rest	
Describe any irregularities	Number of irregularities per minute

4. Urinalysis		
Specific Gravity?	Albumin?	Sugar?

5. Are blood and urine specimens being collected and mailed to the lab?	☐ Yes	☐ No
Indicate Name of Lab		
6. Does the Proposed Insured currently use or has he or she ever used tobacco or nicotine-based products in any form? If "Yes," provide details in the "Additional Remarks" section below.	☐ Yes	☐ No
7. If your examination revealed any condition requiring further investigation or immediate treatment, have you advised the Proposed Insured? If "Yes," provide details in the "Additional Remarks" section below.	☐ Yes	☐ No
8. a. Are you aware of any additional medical history or findings not referenced in the above questions: (signs, symptoms, or laboratory tests/results)? If "Yes," provide details in the "Additional Remarks" section below.	☐ Yes	☐ No
b. Does the Proposed Insured appear in any way unhealthy or older than the stated age?	☐ Yes	☐ No

ADDITIONAL REMARKS

Section D (TO BE COMPLETED BY PARAMEDIC OR PHYSICIAN) (Continued)

9.	a. How long have you known the Proposed Insured?		
	b. Are you related to the Proposed Insured or to the agent?	☐ Yes	☐ No
	c. Are you the Proposed Insured's Primary Care Physician?	☐ Yes	☐ No
	d. Was the examination conducted in a language other than English?	☐ Yes	☐ No
	If "Yes," indicate language used and provide name, address and relation to Proposed Insured of person acting as interpreter.		
	Language Used		
	Name of Interpreter	Relation to Proposed Insured	
	Address		
	City	State	Zip Code
10.	How did you identify the Proposed Insured?	☐ Driver License No. ☐ Passport ☐ Visa ☐ Other_____ Photo identification required.	

Section E (COMPLETE THIS SECTION ONLY IF THE EXAMINATION IS DONE BY A PHYSICIAN)

1.	After physical examination and inquiry, did you find any abnormality of the following:		
	a. Skin (incl. Scars), thyroid, lymph nodes, veins, peripheral arteries?	☐ Yes	☐ No
	b. Brain, nervous system (include reflexes, gait, coordination, paralysis)?	☐ Yes	☐ No
	c. Respiratory system?	☐ Yes	☐ No
	d. Stomach, abdominal organs?	☐ Yes	☐ No
	e. Enlarged liver?	☐ Yes	☐ No
	f. Genitourinary system?	☐ Yes	☐ No
	g. Heart or blood vessels?	☐ Yes	☐ No
2.	Complete question # 2 if you answered "Yes" to any part of question # 1, if there is a history of rheumatic fever, heart murmur, or if you found any abnormality in heart size, rhythm, or sounds.		
	a. Is there evidence of cardiac enlargement or abnormal location of the apical impulse?	☐ Yes	☐ No
	b. Are there any abnormalities of the first (S1) or second (S2) heart sounds?	☐ Yes	☐ No
	c. Are there gallops (S3 or S4)?	☐ Yes	☐ No
	d. Is/are there ejection sound(s) or systolic click(s)?	☐ Yes	☐ No
	e. Is/are there murmur(s) present?	☐ Yes	☐ No
	If "Yes" to any part of question # 2, please fully describe in the "Remarks" section including timing (systolic or diastolic), intensity (grade 1-6), location, transmission, or radiation.		

REMARKS	
Question No. and Letter	Details

Medical Examiner's Certification

I hereby certify that I have personally examined _____ and have correctly and fully reported my findings.
Name of Proposed Insured

Examined at _____, this _____ day of _____, 20_____, at _____ a.m./p.m.

Examiner's Name _____ ☐ Paramedic ☐ M.D. ☐ D.O.
Please Print

Examiner's Signature X _____ Examiner's Telephone No. - -

Examiner's SSN/TIN

Name of Paramedical Company | Company Telephone No. - -

Street Address

City | State | Zip Code

[XXXXXX]
[(XX/12)]

TCL-MFGMDE-G

TIAA CREF
Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

AMENDMENT TO ENROLLMENT FORM

Please Print in Black or Blue Ink

Proposed Insured

Full Legal Name _____ File No. _____
(Title, First, Middle, Last, Suffix) (Please print full name)

I wish to amend ☐ Part I ☐ Part II of my enrollment form for life insurance signed on _____ as follows:
Check One (mm/dd/yyyy)

FOR ALL YES ANSWERS YOU PROVIDE, PLEASE EXPLAIN IN DETAIL BELOW.

PLEASE TURN THE PAGE OVER

VERIFY THE AMENDED INFORMATION ABOVE BY SIGNING AND DATING BELOW. RETURN TO US IN THE ENCLOSED ENVELOPE.

Signature Section

Agreement

To the best of my knowledge and belief, all of the statements substituted above as answers to corresponding questions in the enrollment form amended are true and complete. I agree that this amendment, together with my Enrollment Form for Insurance (Part I; Part II – Medical) and any supplement to the enrollment form, if required, shall constitute the entire enrollment form and will be the basis of and become part of any Certificate issued. I understand TIAA-CREF Life Insurance Company will rely upon the information provided herein, and that such statements and answers are given to TIAA-CREF Life Insurance Company to consider issuing the insurance applied for. The insurance applied for will not take effect unless and until, during the lifetime of the proposed insured, TIAA-CREF Life Insurance Company has both (a) received the full first premium payment; and (b) approved the insurance applied for.

Signature Section (Continued)

General Fraud Warning

For Residents of [AL, AK, AR, CA, CT, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MI, MN, MO, MS, MT, NE, NH, NM, NV, NC, ND, OH, OK, RI, SC, SD, TN, TX, UT, VT, WV, WI, WY.] and those residing outside the US:

[Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of AZ:**

Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an enrollment form for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.]

[**For Residents of CO:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

[**For Residents of DC:**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of FL:**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an enrollment form containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

[**For Residents of MD:**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of ME:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.]

[**For Residents of NJ:**

To the best of my knowledge and belief, all of the above statements and answers are true and complete. Any person who includes any false or misleading information on an enrollment form for an insurance certificate is subject to criminal and civil penalties.]

[**For Residents of OR:**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of PA:**

Any person who knowingly and with intent to defraud any insurance company or other person files an enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

Signature Section (Continued)

[**For Residents of VA:**

Any person who, knowingly and with intent to defraud any insurance company, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of WA:**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

If the Proposed Insured will own this certificate, complete Section A Only.
If a person other than the Proposed Insured will own this certificate, complete both Sections A and B.

SECTION A

X_____ _____
Signature of Proposed Insured (not required if under age 15) Date

SECTION B

X_____ _____
Signature of Owner, Trustee or Corporate Officer Date

X_____ _____
Signature of Co-Owner Date

AGENT'S SIGNATURE

X_____ _____
Signature of Agent Date

[XXXXXX]
[(XX/12)]

TCL-MFGAMD-G

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

AMENDMENT TO ENROLLMENT FORM

Please Print in Black or Blue Ink

Proposed Insured

Full Legal Name _____ File No. _____
(Title, First, Middle, Last, Suffix) (Please print full name)

Part I of the enrollment form for life insurance signed on _____ is hereby amended to reflect the following:
(mm/dd/yyyy)

All of the statements substituted above as answers to corresponding questions in the enrollment form amended are true and complete. This amendment, together with the Enrollment Form for Insurance (Part I; Part II- Medical) and any supplement to the enrollment form, if required, shall constitute the entire enrollment form and will be the basis of and become part of any Certificate issued. TIAA-CREF Life Insurance Company will rely upon the information provided herein, and that such statements and answers are given to TIAA-CREF Life Insurance Company to consider issuing the insurance applied for. The insurance applied for will not take effect unless and until, during the lifetime of the proposed insured, TIAA-CREF Life Insurance Company has both: (a) received the full first premium payment; (b) approved the insurance applied for.

[XXXXXX]
[(XX/12)]

TCL-MFGAOW-G

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TIAA CREF

Financial Services

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AGENT'S SECTION

Please Print in Black or Blue Ink

Report Page

1. Were answers from the Proposed Insured obtained personally and in your presence?	☐ Yes ☐ No
2. Does the Proposed Insured appear to be in good health?	☐ Yes ☐ No
3. Are you aware of anything about the lifestyle, habits or driving record of the Proposed Insured that would have an adverse effect on insurability? If Yes, provide details:	☐ Yes ☐ No
4. Do you have any knowledge as to whether a formal or informal application for life insurance on the Proposed Insured has been submitted to another insurer or reviewed by one or more reinsurance companies on a facultative basis? If Yes, provide details:	☐ Yes ☐ No
5. Does the Applicant/Owner(s) have any existing individual life insurance policy or annuity contract, including those under a binding or conditional receipt or those within an unconditional refund period? If yes, provide the applicable state form(s).	☐ Yes ☐ No
6. Will any existing life insurance policy or annuity contract be lapsed, forfeited, surrendered, partially surrendered, assigned, reduced in value or used as a source of premium for the coverage for which enrollment is being made? If yes, provide details and applicable state form(s).	☐ Yes ☐ No
7. Based on your reasonable inquiry about the Owner's financial situation, insurance objectives and needs, do you believe that the coverage as applied for is suitable for the insurance needs and anticipated financial objectives of the Owner?	☐ Yes ☐ No

REMARKS (If additional space is needed, attach a separate page, signed and dated, to the enrollment form. Please specify to which question number(s) remarks pertain.)

Question No.	Details

Certification

I, _____ certify:

Please Print Agent's Name

(a) that the questions contained in this Enrollment Form were asked of the Proposed Insured and Owner(s) and correctly recorded; (b) that this Enrollment Form, report and any accompanying information are complete and true to the best of my knowledge and belief; (c) that I have given the Proposed Insured the Privacy Information Notices including Medical Information Bureau, Inc. (MIB, Inc.), Fair Credit Reporting Act, and Consumer Report Notices; and (d) that the provisions of the Temporary Life Insurance Agreement, including limitations and exclusions, have been explained to the Owner.

Certification (Continued)

(b) that evidence as to the identities of the Owner(s) has been obtained and recorded.

(c) that the source of funds for purchase of the insurance has been obtained and recorded.

For Variable Universal Life enrollment forms:

(a) that I have reviewed with the Owner(s) all the certificate features and have given a current prospectus for the plan of insurance indicated in Section C of this Enrollment Form and

(b) that information regarding the certificate applied for and the Owner's financial situation, insurance objectives and needs has been submitted to my Agent/Dealer for suitability review.

(d) Conforming Illustration Statement

☐ I certify that the applicant whose signature appears on the previous page did not sign an illustration conforming to the certificate as applied for. I have informed the applicant that an illustration conforming to the certificate as issued will be provided at the time of certificate delivery and that TIAA-CREF Life Insurance Company will require the applicant to sign that illustration if the applicant wishes to accept the certificate as delivered.

AGENT'S SIGNATURE

X_____ _____

Signature of Agent Date

Anti-Money Laundering Customer Identity Information

I have reviewed the Owner's identity document and recorded the following information from it:

1. Owner's Name		2. Date of Birth
3. Address		
City	State	Zip Code
4. ID Document (Individual) (e.g., Driver License)		
ID Document (Corporation or other non-natural person) (e.g., a government issued document showing the existence of the entity, e.g., a certificate of good standing or equivalent)		
5. ID Number		

I have reviewed the Co-Owner's identity document and recorded the following information from it:

1. Co-Owner's Name		2. Date of Birth
3. Address		
City	State	Zip Code
4. ID Document (Individual) (e.g., Driver License)		
ID Document (Corporation or other non-natural person) (e.g., a government issued document showing the existence of the entity, e.g., a certificate of good standing or equivalent)		
5. ID Number		

Anti-Money Laundering Customer Identity Information (Continued)

Anti-Money Laundering Training

☐ I have received relevant anti-money laundering training within the last 12 months, given by the Company, another insurance company or other financial institution, or offered through a national association (e.g., NAIFA, NAILBA) or competent third party (e.g., LIMRA). I also hereby acknowledge my obligations, including compliance with the Company's Anti-Money Laundering Program, as described in the Company's Compliance Manual for Individual Life and Annuity Producers.

Date (mm/dd/yyyy)	State Insurance License Number	Signature(s) of Agent(s)
		X_____ Signature
		X_____ Signature
		X_____ Signature

[XXXXXX]
[(XX/12)]

TCL-MFGAGT-G

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

TELEPHONE AUTHORIZATION

Please Print in Black or Blue Ink

As the Certificate Owner, I understand that TIAA-CREF Life Insurance Company will act upon my telephone and/or electronic instructions for all of the following requests, unless I have chosen to withhold my authorization by checking the box below.

Variable Universal Life Certificates

- Transfer Between Investment Options
- Initiate Dollar Cost Averaging
- Initiate Automatic Account Rebalancing
- Change Future Premium Allocation Instructions
- Initiate Certificate Loans

TIAA-CREF Life Insurance Company will use reasonable procedures to confirm that these requests are authorized and genuine. As long as these procedures are followed, TIAA-CREF Life Insurance Company and its affiliates and their directors, trustees, officers, employees, representatives and/or agents, will be held harmless for any claim, liability, loss or cost.

I further understand and agree that telephone and/or electronic transfers and allocation changes will be subject to the certificate's terms and conditions and TIAA-CREF Life Insurance Company's administrative requirements.

By Checking No, I withhold my authorization for such telephone and/or electronic requests. ☐ No

Authorization for Appointment (Optional)

As the Certificate Owner, I authorize and appoint the party listed below to act on my behalf for the following limited requests, including any telephone and/or electronic requests:

1. Appointee's Full Legal Name (Title, First, Middle, Last, Suffix)
2. Relationship to Certificate Owner ☐ Producer ☐ Other Party
3. **Check One:** ☐ All Requests (listed in the Telephone & Electronic Authorization section)
   ☐ All Requests (listed in the Telephone & Electronic Authorization section) except initiating Certificate Loans

Non-Variable Life Products Illustration Acknowledgement

An illustration is defined as a presentation or depiction that includes non-guaranteed elements of a certificate over a period of years. If an illustration was presented during the sale process and matches the certificate applied for, a copy of that illustration must be signed and submitted to TIAA-CREF Life Insurance with the enrollment form. If the signed matching illustration is not submitted, indicate the reason.

(Check one)

A. ☐ An illustration was not presented to me. (Not applicable in Michigan)

B. ☐ An illustration was presented to me; however, the certificate applied for is different than as illustrated.

If A or B is checked, I acknowledge, as applicant, that I did not receive and sign an illustration that matches this enrollment form for the reason indicated above. I also understand that an illustration matching the certificate as issued will be provided for my signature no later than at the time the certificate is delivered.

Remarks

Signature

X_____ _____

Signature of Owner, Trustee or Corporate Officer Date

[XXXXXX]
[(XX/12)]

TCL-MFGTEL-G

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TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

SUPPLEMENTAL QUESTIONNAIRE FOR VARIABLE UNIVERSAL LIFE INSURANCE

Asset Allocation Form

Please Print in Black or Blue Ink

Section A: Proposed Insured & Owner(s)

This supplement is attached to and made part of the enrollment form for Variable Universal Life Insurance of:

Proposed Insured

1. Full Legal Name
   (Title, First, Middle, Last, Suffix)

Owner(s) — If Same as Proposed Insured, check here ☐

2. Full Name of Primary Owner/Trust
   (Title, First, Middle, Last, Suffix)

Co-Owner(s) — If multiple Co-Owners*, check here ☐

3. Full Name of Primary Owner
   (Title, First, Middle, Last, Suffix)

***Additional Co-Owner(s)** (If multiple Co-Owners, attach a separate page, signed and dated, to the enrollment form.)

Section B: Allocation of Premiums

Important Note: During the "right to cancel period," we will allocate any net premiums to the Money Market Account. After this period is over, we will reallocate the amount in the Money Market Account in accordance with your most recent allocation instructions.

Use only whole percentages and they must total 100%

	Allocations		Allocations
TIAA-CREF Life Growth Equity	%	Delaware VIP Diversified Income-Std Class	%
TIAA-CREF Life Stock Index	%	PIMCO Real Return-Institutional Class	%
TIAA-CREF Life Growth & Income	%	PIMCO Global Bond-Unhedged-Institutional Class	%
TIAA-CREF Life Social Choice	%	PIMCO All Asset-Institutional Class	%
TIAA-CREF Life Large-Cap Value	%	Legg Mason ClearBridge Small Cap Growth	%
TIAA-CREF Life Small-Cap Equity	%	Legg Mason ClearBridge Variable Aggressive Growth	%
TIAA-CREF Life Real Estate	%	Legg Mason Western Asset Global High Yield Bond	%
TIAA-CREF Life International Equity	%	Janus Aspen Forty-Inst. Shares	%
TIAA-CREF Life Bond	%	Janus Aspen Perkins Mid-Cap Value-Inst. Shares	%
TIAA-CREF Life Money Market	%	Janus Aspen Overseas-Inst. Shares	%
TIAA-CREF Fixed-Rate Account	%	Neuberger Berman AMT Partners-I Class	%
M Business Opportunity Value Fund	%	Neuberger Berman AMT Regency-I Class	%
M Capital Appreciation Fund	%	PVC Equity Income Account	%
M International Equity Fund	%	PVC Mid Cap Blend Account	%
M Large Cap Growth Fund	%	Wanger Select	%
Mutual Shares Securities-Class 1	%	Wanger USA	%
Franklin Small-Mid Cap Growth-Class 1	%	Wanger International	%

Section B: Allocation of Premiums (Continued)

	Allocations		Allocations
Templeton Developing Markets-Class 1	%	Royce Capital Funds Small Cap	%
Franklin Income Securities-Class 1	%	Royce Capital Fund Micro Cap	%
MFS Investors Growth-Initial Class	%	Prudential Series Fund – Jennison 20/20 Focus-Class II	%
MFS Growth-Initial Class	%	Prudential Series Fund – Value-Class II	%
MFS Utilities-Initial Class	%	Prudential Series Fund – Natural Resources-Class II	%
MFS Global Equity-Initial Class	%	Calamos Growth & Income	%
Delaware VIP Small Cap Value-Std Class	%	ING Clarion Global Real Estate Portfolio-Class	%
Delaware VIP International Value Equity-Std Class	%	**Total**	**100 %**

Section C: Acknowledgment

I acknowledge that I understand this contract is variable and that I have received, have read and understand the current prospectus booklet for TIAA-CREF Life's Variable Universal Life certificate and its respective funds and understand all the provisions of this enrollment form.

I understand that the death benefit, certificate value and cash surrender value under a Variable Universal Life insurance certificate may increase or decrease daily, depending upon the following factors: the amount and timing of premium payments; the investment experience of the variable investment accounts; the amount of interest credited to the Fixed-Rate Account; and the amount of charges deducted from premiums and the certificate value.

I understand that there is no minimum guaranteed cash surrender value under this Variable Universal Life insurance certificate.

I certify that the information I have provided is true and accurate.

If the Proposed Insured will own this certificate, complete Section A Only.
If a person other than the Proposed Insured will own this certificate, complete both Sections A and B.

SECTION A

X_____ _____ _____
Signature of Proposed Insured (not required if under age 15) | Signed at (City, State) | Date

SECTION B

X_____ _____ _____
Signature of Owner, Trustee or Corporate Officer | Signed at (City, State) | Date

X_____ _____ _____
Signature of Co-Owner | Signed at (City, State) | Date

BROKER'S/REGISTERED REPRESENTATIVE'S SIGNATURE

X_____ _____ _____
Signature of Collateral Assignee | Signed at (City, State) | Date

[XXXXXX]
[(XX/12)]

TCL-MFGROP-G

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

CUSTOMIZED SCHEDULE

Please Print in Black or Blue Ink

Section A: Proposed Insured & Owner(s)

Proposed Insured

1. Full Legal Name
   (Title, First, Middle, Last, Suffix)

Owner — If Same as Proposed Insured, check here ☐

2. Full Name of Primary Owner/Trust
   (Title, First, Middle, Last, Suffix)

Co-Owner(s) — If multiple Co-Owners*, check here ☐

3. Full Name of Primary Owner
   (Title, First, Middle, Last, Suffix)

***Additional Co-Owner(s)** (If multiple Co-Owners, attach a separate page, signed and dated, to the enrollment form.)

Section B: Plan Name

Customized Schedule for Supplemental Face Amount – Amount may not decrease from year to year.

Policy Year(s)	Amount	
to	$	(1)
to	$	(2)
to	$	(3)
to	$	(4)
to	$	(5)
to	$	(6)
to	$	(7)
to	$	(8)
to	$	(9)
to	$	(10)
to	$	(11)
to	$	(12)
to	$	(13)
to	$	(14)
to	$	(15)
to	$	(16)
to	$	(17)
to	$	(18)
to	$	(19)
to	$	(20)

Policy Year(s)	Amount	
to	$	(21)
to	$	(22)
to	$	(23)
to	$	(24)
to	$	(25)
to	$	(26)
to	$	(27)
to	$	(28)
to	$	(29)
to	$	(30)
to	$	(31)
to	$	(32)
to	$	(33)
to	$	(34)
to	$	(35)
to	$	(36)
to	$	(37)
to	$	(38)
to	$	(39)
to	$	(40)

[XXXXXX]
[(XX/12)]

TCL-MFGSCH-G

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TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

INVESTOR PROFILE & SUITABILITY FOR VARIABLE UNIVERSAL LIFE INSURANCE

Please Print in Black or Blue Ink

This document is not valid unless accompanied by all pages.

Industry regulations require TIAA-CREF Life Insurance Company to obtain the information requested below. The information should be provided on behalf of the person(s) or entity funding the Life Insurance contract. If you have any questions, please contact a TC Life Representative at [1-877-825-0411].

Section A: Proposed Insured

This supplement is attached to and made part of the enrollment form for Variable Universal Life Insurance of:

Proposed Insured

Full Legal Name _____ Age _____
(Title, First, Middle, Last, Suffix)

Check all that apply: ☐ Married ☐ Employed ☐ Retired

Section B: Owner(s)

1. Owner/Trust If Same as Proposed Insured, check here ☐

Full Name of Primary Owner/Trust _____ Age _____
(Title, First, Middle, Last, Suffix)

Check all that apply: ☐ Married ☐ Employed ☐ Retired

2. Co-Owner If multiple Co-Owners?*, check here ☐

Full Name of Primary Owner _____ Age _____
(Title, First, Middle, Last, Suffix)

Check all that apply: ☐ Married ☐ Employed ☐ Retired

***Additional Co-Owner(s)** (If multiple Co-Owners, attach a separate page, signed and dated, to this document.)

Section C: Complete the Following Section for all Life Insurance Contracts

1. Single Life ☐ Joint Life ☐
2. Will the purchase of this proposed contract replace or modify any existing insurance contracts? ☐ Yes ☐ No
3. If this is a replacement of an existing life contract, has it been demonstrated that it is in the best interest of the owner? ☐ N/A ☐ Yes ☐ No
4. If this is a replacement of an existing life contract, are there any surrender charges payable to replace the existing contract? ☐ N/A ☐ Yes ☐ No
5. Does the owner currently own other life insurance contracts? ☐ N/A ☐ Yes ☐ No
6. Whose money will be used to purchase this life insurance contract?
7. After paying for this proposed contract, will the person paying the premiums have sufficient liquid funds to satisfy an emergency or fund household expenses for six months without needing the funds invested in this contract? ☐ Yes ☐ No

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Section C: Complete the Following Section for all Life Insurance Contracts (Continued)

8. Where will the money to pay the contract come from?

☐ Exchange a life insurance certificate ☐ Cash or Money Market

☐ Sale of stock or mutual fund ☐ IRA or other qualified retirement plan (401(k))

☐ Other

9. Risk tolerance/investment objective for this life insurance product (choose one below):
☐ Very Conservative ☐ Conservative ☐ Moderate-Conservative ☐ Moderate ☐ Moderate-Aggressive ☐ Aggressive

10. Purpose for purchasing this Life Contract? (Check all that apply)
☐ Death Benefit ☐ Retirement Planning ☐ Estate Planning ☐ Income Replacement ☐ Other _____

11. Investment experience/years investing in:
☐ Stocks ☐ Bonds ☐ Mutual Funds ☐ Annuities/Life Insurance ☐ Certificates of Deposit

12. Federal Tax Bracket:
☐ 10% ☐ 15% ☐ 27% ☐ 30% ☐ 35%

13. What is the Planned Premium for this proposed contract? (Annualized) $

14. What is the Owner's Current Net Worth (excluding home value)? $

15. Does the Planned Premium exceed 5% of the Proposed Owner's total annual income? ☐ Yes ☐ No
(If yes, please provide comments in Section D)

16. Does the Planned Premium exceed 10% of the Proposed Owner's total net worth? ☐ Yes ☐ No
(If yes, please provide comments in Section D)

17. Will the Planned Flexible Premium schedule be sufficient to maintain the certificate in force to age 80? ☐ Yes ☐ No
(If no, please provide comments in Section D)

18. Is there a premium financing arrangement funding this proposed contract? ☐ Yes ☐ No

19. Did the Proposed Owner receive a product illustration and prospectus? ☐ Yes ☐ No

20. Is the owner of this proposed contract employed by or affiliated with a stock exchange, FINRA, a member firm of an exchange, a municipal securities dealer, or TIAA-CREF? ☐ Yes ☐ No
If yes, please list the firm by name.

Section D: To Be Completed By The Representative

If this contract is a replacement, briefly explain why it is in the owner's best interest. In this case, what would the current surrender charge be (if any) on the contract being replaced?

Section D: To Be Completed By The Representative (Continued)

Additional Comments

Section E: Important: Required Signatures

Signatures (The representative and principal must sign below in all cases, demonstrating that they have reviewed and approve the proposed sale for suitability purposes.)

_____		X _____	_____
Print Proposed Insured's Name		Signature of Proposed Insured (not required if under age 15)	Date
_____	_____	X _____	_____
Print Agent's Name	Date	Signature of Agent	Date
_____			
Agent's NPN Number			

[XXXXXX]
[(XX/12)]

TCL-MFGSUI-G

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

SUPPLEMENT TO THE ENROLLMENT FORM HEALTH STATEMENT

Please Print in Black or Blue Ink

Section A: Proposed Insured

Full Legal Name (Title, First, Middle, Last, Suffix)	Certificate/Case Number

This supplement is required because the above-numbered certificate has not been issued or delivered to the applicant or proposed insured within the company-prescribed time standards.

Part A is to be completed if there has been no change in health of the proposed insured and/or **Part B** is to be completed if there has been a change in health of the proposed insured.

Check One:

A. ☐ No change in Health

I declare that since the date of the last medical examination for insurance with TIAA-CREF Life Insurance Company:

1. the health, mental and physical condition of the person named above to be covered under the certificate has not changed; and
2. that the person named above proposed for life insurance under this enrollment has not had any illness or injury, consulted or been examined by a physician, had life, accident or health insurance postponed, rated, ridered, declined or canceled, or had a renewal of reinstatement refused.

B. ☐ Change in Health

Please provide complete details, including the complete name and address of any physician or medical facility in the "Remarks" section.

REMARKS

Name of Healthcare Professional (include City & State)	Date and Duration of Illness	Provide: Diagnosis, Treatment and Medication(s)

Signature Section

Agreement

I, the Proposed Insured, have read the above answers and statements and they: (a) are true and complete to the best of my knowledge and belief and (b) were correctly recorded before I signed this SUPPLEMENT TO THE ENROLLMENT FORM HEALTH STATEMENT. These answers, together with those provided in Part I of the Enrollment Form and any additional supplements to this enrollment form constitute the entire Enrollment Form. I understand TIAA-CREF Life Insurance Company will rely upon the information provided in the Enrollment Form to determine whether it will issue the life insurance certificate applied for in this Enrollment Form.

Signature Section (Continued)

General Fraud Warning

For Residents of [AL, AK, AR, CA, CT, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MI, MN, MO, MS, MT, NE, NH, NM, NV, NC, ND, OH, OK, RI, SC, SD, TN, TX, UT, VT, WV, WI, WY.] and those residing outside the US:

[Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of AZ:**

Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an enrollment form for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.]

[**For Residents of CO:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

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Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of FL:**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an enrollment form containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

[**For Residents of MD:**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of ME:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.]

[**For Residents of NJ:**

To the best of my knowledge and belief, all of the above statements and answers are true and complete. Any person who includes any false or misleading information on an enrollment form for an insurance certificate is subject to criminal and civil penalties.]

[**For Residents of OR:**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of PA:**

Any person who knowingly and with intent to defraud any insurance company or other person files an enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

Signature Section (Continued)

[**For Residents of VA:**

Any person who, knowingly and with intent to defraud any insurance company, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of WA:**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

X_____	_____	_____
Signature of Proposed Insured	Signed at (City, State)	Date
X_____	_____	_____
Signature of Witness	Signed at (City, State)	Date

TIAA CREF
Financial Services

TIAA-CREF LIFE INSURANCE COMPANY
[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]
[Home Office: 730 Third Avenue, New York, NY 10017-3206]

AVOCATION SUPPLEMENT
FORMING PART OF THE ENROLLMENT FORM FOR LIFE INSURANCE

Please Print in Black or Blue Ink

Proposed Insured

1. Full Legal Name
(Title, First, Middle, Last, Suffix)

2. Date of Birth

Scuba Diving

1. Type of purpose of Diving:
☐ Recreation ☐ Instruction ☐ Construction ☐ Salvage ☐ Search Work ☐ Cave Diving
☐ Other

2. Location in which you dive: ☐ Deep Sea/Ocean ☐ Other (lake, cave, etc.) _____

3. Type of certification held Date of certification

Equipment used

4. Do you ever dive alone? ☐ Yes ☐ No

5. Diving activity: (Select "usual depth" to which proposed insured dives.)

	Past 12 Months		Past 12-24 Months		Contemplated Next 12 Months	
Depths of Dives	Number of Dives	Avg Time per Dive	Number of Dives	Avg Time per Dive	Number of Dives	Avg Time per Dive
0-75 feet						
76-100 feet						
101-150 feet						
Over 150 feet						

Organized Racing — Automobile, Boat, Motorcycle, Snowmobile

6. Status: ☐ Professional ☐ Amateur ☐ Other

7. Do you hold a competition driver's license from any organization? ☐ Yes ☐ No

If "Yes," list all organizations

8. Type of racing:
☐ Stock car ☐ Sports car ☐ Sprint car ☐ Midget ☐ Formula car ☐ Championship
☐ Drag ☐ All-terrain ☐ Motorcycle ☐ Powerboat ☐ Snowmobile
☐ Other

9. Vehicle: Make _____ Model _____
Horsepower _____ Engine displacement (cc) _____

[XXXXXX]
[(XX/12)]

TCL-MFGACQ-G

Organized Racing — Automobile, Boat, Motorcycle, Snowmobile (Continued)

10. Course Type:

☐ Paved track ☐ Dirt Track ☐ Desert/Off Road ☐ Drag Strip

☐ Road course ☐ Cross-Country ☐ Hill climbing ☐ Other _____

Length of course Length of race

Maximum speed attained (mph) Average speed

11. Number of races:

Last 12 Months Last 12-24 Months Contemplated next 12 Months

Parachuting, Skydiving, or Hang Gliding

12. Type of jumps: ☐ Parachuting ☐ Skydiving ☐ Hang Gliding

13. Status: ☐ Professional ☐ Amateur ☐ Other

14. Do you belong to an organized club? ☐ Yes ☐ No

If "Yes," name of club

15. Number of jumps:

Last 12 Months Last 12-24 Months Contemplated next 12 Months

Total number jumps to date

16. Type of jumps (stunting, instructional, BASE, or any form of parachuting that does not involve an aircraft)

17. Over what type of terrain are jumps made? (Aerial stunts over land, cliff jumping over water, etc.)

Mountain Climbing or Rock Climbing

18. Type of climbing:

☐ Trail ☐ Ice ☐ Rock ☐ Glacier ☐ Snow

19. Type of training: Years of experience

20. Do you belong to an organization? ☐ Yes ☐ No

If "Yes," name of organization

21. Equipment used

22. Number of climbs:

Last 12 Months Last 12-24 Months Contemplated next 12 Months

Total number of climbs to date

Climbing details:

Date	Type (mountain, rock, ice, etc.)	Level or Class (A1-A5, 1-6, etc.)	Elevation (feet or meters)	Location (Mountain range, State, Country)

Cave Exploring

23. Have you ever participated in or do you anticipate participating in cave exploration or cave diving? If yes, specify activity: ☐ Yes ☐ No

24. What is the location of the cave that you explore (specify states/provinces/countries)?

25. How long have you been participating in caving?

26. What type of training have you had?

27. During which months of the year do you participate in caving?

28. Do you participate in caving activities alone or with a group?

29. Do you belong to an organized club?: ☐ Yes ☐ No

    If "Yes," name of club

30. How many times per month do you participate in caving?

    How many times have you participated in caving in the past 12 months?

31. Specify purpose of caving?

    ☐ Recreation ☐ Photography ☐ Record Attempts ☐ Science/Research

    ☐ Commercial (specify nature) _____ ☐ Other (specify): _____

32. Are you a member of a rescue team? ☐ Yes ☐ No

    If "Yes," provide details:

33. Do you anticipate any change in your caving activities in the future? ☐ Yes ☐ No

    If "Yes," provide details:

Other Avocation Activities

Please provide details regarding any other avocation activities in which you participate:

[XXXXXX]
[(XX/12)]

TCL-MFGACQ-G

Signature Section

General Fraud Warning

For Residents of [AL, AK, AR, CA, CT, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MI, MN, MO, MS, MT, NE, NH, NM, NV, NC, ND, OH, OK, RI, SC, SD, TN, TX, UT, VT, WV, WI, WY.] and those residing outside the US:

[Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

[**For Residents of AZ:**

Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an enrollment form for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.]

[**For Residents of CO:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

[**For Residents of DC:**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[**For Residents of FL:**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an enrollment form containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

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Signature Section (Continued)

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[**For Residents of WA:**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

If the Proposed Insured will own this certificate, complete Section A Only.
If a person other than the Proposed Insured will own this certificate, complete both Sections A and B.

SECTION A

X_____ _____
Signature of Proposed Insured (not required if under age 15) Date

SECTION B

X_____ _____
Signature of Owner, Trustee or Corporate Officer Date

X_____ _____
Signature of Co-Owner Date

AGENT'S SIGNATURE

X_____ _____
Signature of Agent Date

Signed by Owner at _____ _____
City State

[XXXXXX]
[(XX/12)]

TCL-MFGACQ-G

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

MEDICAL CERTIFICATION

Please Print in Black or Blue Ink

Section A: Proposed Insured

Full Legal Name
(Title, First, Middle, Last, Suffix)

Section B: Medical Certification

1. The attached examination is on the life of:
   a. Name of Proposed Insured
   b. Name of Insurance Company
   c. Date of Examination

	Proposed Insured	
2. To the best of your knowledge and belief, is the information in the examination true and complete as of the date this enrollment form is signed?	☐ Yes	☐ No
3. Has the person who was examined consulted a physician or received medical or surgical advice since the date of the examination? If "Yes," give details in the "Remarks" section below.	☐ Yes	☐ No
4. Proposed Insured Full Legal Name		

Remarks

Signature Section

General Fraud Warning

For Residents of [AL, AK, AR, CA, CT, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MI, MN, MO, MS, MT, NE, NH, NM, NV, NC, ND, OH, OK, RI, SC, SD, TN, TX, UT, VT, WV, WI, WY.] and those residing outside the US:

[Any person who, knowingly and with intent to defraud any insurance company or other person, files an enrollment form for insurance or a statement of claim for insurance benefits containing materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to criminal penalties, including confinement in prison, and civil penalties. Such action may entitle the insurance company to deny or void coverage or benefits.]

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[**For Residents of WA:**

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Signature Section (Continued)

If the Proposed Insured will own this certificate, complete Section A Only.
If a person other than the Proposed Insured will own this certificate, complete both Sections A and B.

SECTION A

X_____ _____
Signature of Proposed Insured (not required if under age 15) Date

SECTION B

X_____ _____
Signature of Owner, Trustee or Corporate Officer Date

X_____ _____
Signature of Co-Owner Date

AGENT'S SIGNATURE

X_____ _____
Signature of Agent Date

Signed by Owner at _____ _____
City State

[XXXXXX]
[(XX/12)]

TCL-MFGMED-G

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

TEMPORARY LIFE INSURANCE RECEIPT AND AGREEMENT

Please Print in Black or Blue Ink

Receipt

The Company acknowledges receipt of $ _____ paid in connection with the Enrollment Form for Life Insurance dated _____ on _____ (name of Proposed Life Insured).

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO TIAA-CREF LIFE INSURANCE COMPANY; DO NOT MAKE PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.

Subject to terms and conditions set out below, the Company will pay a death benefit to the beneficiary named in the Enrollment Form if the Proposed Life Insured, or the Surviving Proposed Life Insured under a survivorship plan, dies while this Agreement is in effect.

Representations

	Yes	No
1. Is the age of the Proposed Insured under 15 days old or over age 70?	☐	☐
2. Has the Proposed Insured been treated for or been diagnosed by a member of the medical profession or health practitioner as having:		
a) Any type of heart disease, stroke or other vascular disease?	☐	☐
b) Any type of cancer, leukemia, malignant tumor or disorder of the brain or immune system?	☐	☐
3. Has the Proposed Insured ever tested positive for antibodies to the AIDS (Acquired Immune Deficiency Syndrome), Human T-Cell Lymphotropic Human Immunodeficiency Virus (HIV)?	☐	☐

If any of the above questions are answered YES or LEFT BLANK, no representative of TIAA-CREF Life Insurance Company is authorized to accept money, and NO COVERAGE will take effect under this Temporary Life Insurance Agreement.

Terms and Conditions

Amount of Coverage: The amount of Temporary Life Insurance coverage provided by The Company will be the lesser of:

(a) the amount of insurance applied for including supplementary benefits and accidental death benefit; or

(b) $1,000,000 for individual coverage or $5,000,000 for survivorship coverage.

The maximum amount of coverage applies to the total amount under this Agreement and any pending enrollment form or other Temporary Life Insurance Agreement with The Company covering the Proposed Life Insured.

Coverage begins when Part I of this Enrollment Form is completed and in good order, minimum payment has been received for the base plan and any supplementary benefits, and this form has been completed and signed.

Coverage ends on the earliest of the following dates:

(a) the 90th day after the date of this Agreement;

(b) the date coverage starts under any certificate resulting from the enrollment form;

(c) the date the Company mails notice to the applicant either declining to offer insurance to the applicant or offering insurance on a basis other than as applied for.

If no death occurs while this temporary insurance is in force and a certificate is issued, the premium paid will be applied towards the first certificate premium. If no death occurs and no certificate is issued, or the temporary insurance is terminated, the Company's only liability will be to refund the premium paid without interest.

Limitations: There is no Temporary Life Insurance coverage under this agreement if:

(a) there is any Fraud or material misrepresentation in the Temporary Life Insurance Agreement or to any question or statement in the Enrollment Form;

(b) any person proposed for insurance, whether sane or insane, commits suicide. The Company's only liability will be to refund the premium paid without interest;

(c) the premium payment made by check or draft is not honored when first presented for payment.

Other Conditions: No one is authorized to change or waive any provisions of this Agreement.

Signatures

X_____ _____

Signature of Owner, Trustee or Corporate Officer — Date

X_____ _____

Signature of Agent — Date

[XXXXXX]
[(XX/12)]

TCL-MFGTIA-G

test barcode 2cm

TIAA CREF

Financial Services

TIAA-CREF LIFE INSURANCE COMPANY

[New Business Administration Office: P.O. Box 1291, 8500 Andrew Carnegie Boulevard, Charlotte, NC 28262-1291]

[Home Office: 730 Third Avenue, New York, NY 10017-3206]

SENIOR SUPPLEMENT

Please Print in Black or Blue Ink

Proposed Insured

COMPLETE QUESTION 1 TO 11 IF PROPOSED INSURED IS AGE 70 OR OLDER.

1. Full Legal Name
(Title, First, Middle, Last, Suffix)

Activities of Daily Living

2. Does the Proposed Insured:

a. Use any assistive devices for walking such as a wheelchair, walker, or cane, or have difficulty ambulating? If "Yes," provide details:	☐ Yes	☐ No
b. Drive? If "No," when and why did they stop:	☐ Yes	☐ No
c. Have a history of falls in the past year? If "Yes," describe the frequency and the circumstances of fall(s):	☐ Yes	☐ No
d. Exercise? If "Yes," what type and how often:	☐ Yes	☐ No

e. Need any assistance with the following activities: (If "Yes," provide details.)

Bathing	☐ Yes	☐ No	House Cleaning	☐ Yes	☐ No	Taking Medication	☐ Yes	☐ No
Dressing	☐ Yes	☐ No	Handling Finances	☐ Yes	☐ No			

3. Ask the Proposed Insured today's date including the year, day of week, month and day of the month.
Record his/her response:

Year	Month	Day of Month	Day of Week

Word Recall

4. Point to three objects and ask the Proposed Insured to tell you what they are and indicate that you are going to ask them to recall these later.
Record the 3 objects (i.e., pencil, chair, clock).

a.	b.	c.

Please wait for 5 minutes prior to asking the Proposed Insured to recall the three objects mentioned in question 4.

Ask the Proposed Insured to recall the three objects identified earlier. Record his/her response.

d.	e.	f.

Clock Draw

5. In the space below this question, ask the Proposed Insured to draw the face of a clock, put the numbers in the correct positions and draw the hands to show the time "ten minutes to eleven."

test barcode 2cm

Get Up and Go

Instructions for Examiner: Record observations and time it takes to rise from a straight back chair, walk 10 feet, turn, walk back to the chair and sit down. Time should be recorded in seconds.

6. Record time taken for complete process: _____ (seconds only)

Rise _____ sec.	Walk 10 ft. _____ sec.	Turn _____ sec.	Walk 10 ft. _____ sec.	Sit _____ sec.

7.	Was the Proposed Insured able to rise from the chair with ease and unassisted in one attempt? If "No," record observation below.	☐ Yes	☐ No
8.	Did the Proposed Insured walk without the use of a cane, other walking aid or without any type of assistance? If "No," indicate the type of aid:	☐ Yes	☐ No
9.	Was the Proposed Insured's gait steady? If "No," record observation below.	☐ Yes	☐ No
10.	When the Proposed Insured turned, was it without assistance, with a steady gait and without the use of a walking aid or without holding on to an object or wall? If "No," record observation below.	☐ Yes	☐ No
11.	Was the Proposed Insured able to sit back down without using any object for support such as the armchair or wall? If "No," record observation below.	☐ Yes	☐ No

12. Record any observations noted in the Get Up and Go Exam:

test barcode 2cm

TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1-877-694-0305

Certificate Replacement Endorsement

Because your certificate is the result of the replacement of coverage from a previous policy, the following certificate changes are necessary to conform to state regulations:

"Your right to cancel this certificate" provision will now read:

During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your certificate value as of the date you mailed or delivered your request to us, plus certificate charges, if any, deducted from the premium you paid or from the certificate value. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this certificate to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

"How your premium payments are allocated" provision will now read:

We deduct a premium expense charge from each premium payment you make, and then allocate your *net premium* to the investment options you choose.

We'll allocate any premium payments you make to the investment options you selected on the application unless you tell us otherwise. You can transfer among investment options within the limits described in this certificate. You may also change your allocations within the limits described in this certificate.

"Charges for transfers" provision will now read:

We reserve the right to charge $25 for each transfer after the 12th transfer in any certificate year.

However, there is no charge for transfers:

- to and from the loan account,
- under the dollar cost averaging program, or
- under the automatic account rebalancing program.

"Allocating your premiums" provision will now read:

We'll allocate your net premium payments on the business day we receive them to the investment options you chose in your most recent allocation instructions.

You can write to us at any time, or tell us in another way that's satisfactory to us, to change your allocation instructions. Your allocation percentages must be in whole numbers and add up to 100%. We'll apply your new instructions to all net premiums we receive starting on the business day we receive your request.

“Dollar cost averaging transfer program” provision will now read:
Our dollar cost averaging program allows you to make scheduled transfers from the two fixed accounts or a money market account (source account) to the investment accounts. Here is how the program works:

- You must authorize us to start the program.
- You choose the dollar amount of each transfer, but the amount must be at least $100.
- You decide how many scheduled transfers to make. However, we may require a minimum number of transfers for this program. If you do not choose a number, transfers will be made until there is no certificate value remaining in the source account.
- The first transfer will be made on the first monthly charge date after we receive your request to start the program. When the monthly charge date falls on a day that is not a business day, we’ll transfer into the investment accounts using the unit values as of the immediately preceding business day.
- You choose whether transfers will be made monthly or quarterly. If you don’t select timing, we will make monthly transfers.
- You decide how the transfers will be allocated into the investment accounts.
- We will not charge you for any transfers made under this program.
- We reserve the right to allow you to start only one dollar cost averaging program in any certificate year.
- We reserve the right to discontinue the dollar cost averaging program. We will give you at least 30 days advanced written notice if we discontinue the program.

We’ll keep making transfers until one of the following happens:

- you authorize us to cancel the program,
- you do not have enough certificate value in the source account to cover a transfer. If this happens, we will automatically transfer the remaining amount in the source account into the investment accounts you chose in your most recent dollar cost averaging transfer allocation instructions, or
- we have made the number of transfers you have asked us to make.

Anthony M. Dorrian
President and CEO

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Arkansas VUL Readability Certification.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Being filing under the Form schedule tab.		

		Item Status:	Status Date:
Satisfied - Item:	Arkansas Regulation 33 Certification of Complaince		
Comments:			
Attachment(s):			
Arkansas Regulation 33 certification.pdf			

TIAA-CREF Life Insurance Company

Form Numbers TGMVUL2011-AR, et al

This is to certify that the attached policy forms are in compliance with the readability laws and regulations of your state.

Signature of qualified actuary: _____

Name (typed or printed): Jeffrey S. Goldin, FSA, MAAA

Title or business affiliation: Actuary

Date: January 12, 2012

TIAA-CREF Life Insurance Company

Form Numbers TGMVUL2011-AR

This is to certify that I have reviewed Arkansas Regulation 33 with respect to Variable Life Insurance and that TIAA-CREF Life insurance Company is in compliance with the Articles contained therein.

Signature of qualified actuary: _____

Name (typed or printed): Jeffrey S. Goldin, FSA, MAAA

Title or business affiliation: Actuary

Date: January 13, 2012

Superceded Schedule Items

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

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/10/2012	Form	Flexible Premium Variable Universal Life Insurance Certificate	01/20/2012	TGMVUL2011-AR.pdf (Superceded)

TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Your Flexible Premium Variable Universal Life Insurance Certificate

PLEASE READ THIS CERTIFICATE CAREFULLY. This certificate states the rights that the owner(s) have under a Group Insurance Contract (The Contract) issued by TIAA-CREF Life Insurance Company to the Contract Owner under a trust agreement. This certificate is issued in consideration of the enrollment form and the payment of the first premium.

Subject to the conditions specified in this certificate, you may request to accelerate part of this certificate's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this certificate
Throughout this document, you and your mean the owner or owners of the certificate named in the enrollment form or in any later change shown in our records. We, us and our refer to TIAA-CREF Life Insurance Company.

Your right to cancel this certificate
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions
If you have any questions about your certificate or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]

Marjorie Pierre-Merritt *Secretary*	Anthony M. Davis *President and CEO*

Key features of your Flexible Premium Variable Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during the insured's lifetime**
- **Premiums can be allocated to the fixed accounts and/or to our investment accounts**
- **No-Lapse Guarantee period**
- **Charitable Giving Benefit**
- **Certificate value, death benefit and length of coverage can be variable or fixed according to the provisions of this certificate and may increase or decrease depending on investment performance**
- **Minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this certificate**
- **Pays death benefit proceeds when the person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**

About the contract and your certificate

The Contract (including a certificate and any riders and endorsements) constitutes the entire contract between TIAA-CREF Life and the contract owner, and the provisions therein alone will govern with respect to the rights and obligations of TIAA-CREF Life. The sole responsibility of the contract owner is to serve as a party to the Contract. The payment of premiums is the consideration for the contract.

Your legal agreement with us includes your enrollment form, this certificate and any riders or endorsements that are attached to it. It also includes enrollment forms or applications that are attached for any later changes you made to the certificate.

We have assumed that all statements you made in your enrollment form are true to the best of your knowledge and belief. We relied on these statements when we issued this certificate. These statements in the absence of fraud are representations only — they are not warranties. We will only use these statements to cancel this certificate or contest a claim if you made a material misrepresentation in your enrollment form.

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

You will find the detailed terms of your certificate in sections 2 and 3 of this document followed by the terms of any riders you have added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance certificate. Please read it carefully and keep it in a safe place. We have divided it into three main sections.

Section 1 — A summary of your certificate

This section is a brief summary of your certificate. It tells you your certificate's key values, benefits and charges, and reminds you of the choices you made on your enrollment form.

Section 2 — How your certificate works

This section describes how the main benefits and features of your certificate work. It also explains the changes you can make to your certificate and other things you can do under it.

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Section 1 — A summary of your certificate

Certificate information	Certificate owner [JOHN DOE] Plan Flexible Premium Variable Universal Life Insurance Certificate number [12345678] Minimum Face Amount $[100,000.00] Person insured by the certificate [JOHN DOE] Issue age [35] Gender [MALE] Underwriting class [PREFERRED PLUS NON TOBACCO] Issue date [01/01/2013] Certificate date [01/01/2013] Monthly charge date [1]
Certificate benefits	Total Initial Face Amount $[100,000.00] Initial Base Face Amount $[100,000.00] Initial Supplemental Face Amount $[0.00] Death benefit option [A - Level] [Initial Charitable Giving Benefit $1,000.00] You can increase or decrease the Initial Face Amount while your certificate is in force. We will pay the death benefit proceeds to your beneficiary(ies) when the person insured by this certificate dies. You can have the proceeds paid in a lump sum or you can choose one of our other payment methods. If the person insured by this certificate has a terminal illness, you can apply to get part of the death benefit early.
[**Riders [and endorsements] you have added]**	[You have chosen to add the following rider [s] [and endorsement (s)] to your certificate:] [Overloan Protection Endorsement] [Aviation Limitation Endorsement] [Enhanced Cash Value Rider] [Long Term Accumulation Rider] [Waiver of Monthly Charges Rider Rider Issue Date 01/01/2013 Disability must begin before 01/01/2043 Initial waiver of monthly charges factor : 4.00%]

About your premium payments	Minimum first premium $[100.00] Planned premium $[750.00] Frequency of your planned premium [ANNUAL] No-Lapse Guarantee Period for base Face Amount [240 months] No-Lapse Guarantee Period for supplemental Face Amount 60 months [Minimum Monthly No-Lapse Premium $[53.00]] You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your enrollment form. You do not have to pay your planned premiums, but if you do not, your certificate may lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due. Even if you pay all of your planned premiums, your certificate may still lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due. We will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you do not pay it before the end of the grace period, your certificate will lapse. During the No-Lapse Guarantee Period for base Face Amount shown above, the certificate will not terminate by reason of insufficient value if the certificate satisfies the minimum premium test as described in the Lapsing and Reinstatement section. The No-Lapse Guarantee Period begins on the certificate date. The amount of coverage, and the length of time that your certificate remains in force, depends on: • the amount and timing of your premium payments, • whether you change the total Face Amount or your death benefit option, • the withdrawals you take or loans you make, • the investment performance of the investment accounts, • the amount of the monthly charges and premium expense charges, • the interest rates on the fixed-account options and loan account, and • whether you change rider benefits.
Tax test	Tax test [GUIDELINE PREMIUM TEST] [Initial Guideline Level Premium [$1.249.78]] [Initial Guideline Single Premium [$15.067.91]]

How your premium payments are allocated	We deduct a premium expense charge from each premium payment you make, and then allocate your net premium to the investment options you choose. We allocate your first net premium payment — and all premium payments you make during the right to cancel period — to the money market account. Within five days after the end of the right to cancel period, we will allocate certificate value in the money market account to the investment accounts you chose in your most recent allocation instructions. We will allocate any premium payments you make after the right to cancel period to the investment options you selected, from your most recent allocation instructions, unless you tell us otherwise. You can transfer among investment options within the limits described in this certificate. You may also change your allocations within the limits described in this certificate.
Certificate value	The value of your certificate can change daily. We calculate it by adding the total amount allocated to the investment accounts, the fixed account options and the loan account. Certificate value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you have chosen, the interest rates on the fixed account options and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate and the level of certificate and rider benefits.

The investment options	The guaranteed minimum annual effective interest rates credited in the Fixed Account and in the Enhanced Fixed Account are [2.50%] for certificate value allocated to base Face Amount layers and [2.00%] for certificate value allocated to supplemental Face Amount layers. We may choose to credit higher rates in these accounts. The rates credited to the Fixed Account, Enhanced Fixed Account, and loan account may all differ from one another. Credited interest will be determined based on the declared rates for the base Face Amount layers and the supplemental Face Amount layers in proportion to each layer's Face Amount. **Investment Accounts** The investment accounts are those available for the certificate from TIAA-CREF Life Separate Account VLI-2.
Loans, withdrawals and surrenders	Any time after the right to cancel period ends you can take out a loan from us using your certificate as collateral. The maximum amount you can borrow is 90% of your certificate value less any surrender charge. The guaranteed maximum annual effective interest rates charged on outstanding loan amounts are [4.50%] in the first ten certificate years and [3.50%] thereafter. The guaranteed minimum interest rates credited to the loan account are [2.50%] for loan account value allocated to base Face Amount layers and [2.00%] for loan account value allocated to supplemental Face Amount layers. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%]. Credited interest will be determined based on the declared rates for the base Face Amount layers and the supplemental Face Amount layers in proportion to each layer's Face Amount. You can take out all or part of your cash surrender value by making withdrawals or surrendering your certificate. This certificate does not have a minimum guaranteed cash surrender value.

Certificate charges	**Charges deducted from your premiums** We deduct a premium expense charge from each premium paid. Guaranteed maximum premium expense charge: [20%] **Charges deducted from your certificate** We deduct a monthly charge that has four components: • Guaranteed maximum certificate fee: $[8.00] per month • Guaranteed maximum administrative expense charge per $1000.00 base Face Amount in certificate Months 1-120: [0.0900] • Guaranteed maximum asset based risk charge: Percentage for certificate years 1-15: [0.03%](monthly rate) Percentage for certificate years 16 and thereafter: [0.005%] (monthly rate) • Guaranteed maximum cost of insurance charge: See the table in Section 1 Charges for the rider[s] you have added: [See the attached rider[s]] **Charges for transfers** We reserve the right to charge $25 for each transfer after the 12th transfer in any certificate year. However, there is no charge for transfers: • to and from the loan account, • under the dollar cost averaging program, • under the automatic account rebalancing program, or • from the money market account to the other investment accounts when we are transferring amounts we have been holding in the money market account during the right to cancel period.

Guaranteed maximum monthly cost of insurance rates per $1,000 of net amount at risk

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial base, initial supplemental, and scheduled supplemental Face Amounts, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the certificate year, and the issue age, gender and underwriting class of the person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE		CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE		CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE
[1	0.100833		30	1.270000		59	19.503333
2	0.106667		31	1.404167		60	20.928333
3	0.111667		32	1.539167		61	22.430833
4	0.120000		33	1.674167		62	23.803333
5	0.128333		34	1.820833		63	25.265000
6	0.137500		35	1.970000		64	26.823333
7	0.149167		36	2.147500		65	28.487500
8	0.163333		37	2.345833		66	30.265833
9	0.179167		38	2.610000		67	31.673333
10	0.199167		39	2.885000		68	33.171667
11	0.220833		40	3.173333		69	34.766667
12	0.241667		41	3.492500		70	36.463333
13	0.264167		42	3.840000		71	38.267500
14	0.277500		43	4.243333		72	40.185000
15	0.293333		44	4.713333		73	42.224167
16	0.313333		45	5.255000		74	44.390833
17	0.338333		46	5.845000		75	46.692500
18	0.372500		47	6.515833		76	49.136667
19	0.410833		48	7.211667		77	51.732500
20	0.458333		49	7.959167		78	54.486667
21	0.514167		50	8.785833		79	57.411667
22	0.573333		51	9.714167		80	60.515000
23	0.636667		52	10.742500		81	63.808333
24	0.689167		53	11.862500		82	67.300833
25	0.749167		54	13.060833		83	71.005833
26	0.821667		55	14.323333		84	74.935833
27	0.911667		56	15.638333		85	79.101667]
28	1.020833		57	16.870000			
29	1.142500		58	18.152500			

Surrender Charge Schedule

Guaranteed Maximum Surrender Charge on the base Face Amount on the certificate date.

Certificate Year	Surrender Charge
[1	0.00
2	0.00
3	0.00
4	0.00
5	0.00
6	0.00
7	0.00
8	0.00
9	0.00
10	0.00
11 and after	0.00]

[Supplemental Face Amount Schedule

The following represents the Scheduled Increases you have selected for this certificate at the time of your enrollment form. Scheduled increases are applied on the certificate anniversary of the scheduled years.

Certificate Anniversary	Scheduled Increase Amount		Certificate Anniversary	Scheduled Increase Amount		Certificate Anniversary	Scheduled Increase Amount
[1	0.00		30	0.00		59	0.00
2	0.00		31	0.00		60	0.00
3	0.00		32	0.00		61	0.00
4	0.00		33	0.00		62	0.00
5	0.00		34	0.00		63	0.00
6	0.00		35	0.00		64	0.00
7	0.00		36	0.00		65	0.00
8	0.00		37	0.00		66	0.00
9	0.00		38	0.00		67	0.00
10	0.00		39	0.00		68	0.00
11	0.00		40	0.00		69	0.00
12	0.00		41	0.00		70	0.00
13	0.00		42	0.00		71	0.00
14	0.00		43	0.00		72	0.00
15	0.00		44	0.00		73	0.00
16	0.00		45	0.00		74	0.00
17	0.00		46	0.00		75	0.00
18	0.00		47	0.00		76	0.00
19	0.00		48	0.00		77	0.00
20	0.00		49	0.00		78	0.00
21	0.00		50	0.00		79	0.00
22	0.00		51	0.00		80	0.00
23	0.00		52	0.00		81	0.00
24	0.00		53	0.00		82	0.00
25	0.00		54	0.00		83	0.00
26	0.00		55	0.00		84	0.00]
27	0.00		56	0.00			
28	0.00		57	0.00			
29	0.00		58	0.00			

]

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page [15]).

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	250%		30	122%		59	102%
2	250%		31	120%		60	101%
3	250%		32	119%		61	100%
4	250%		33	118%		62	100%
5	250%		34	117%		63	100%
6	250%		35	116%		64	100%
7	243%		36	115%		65	100%
8	236%		37	113%		66	100%
9	229%		38	111%		67	100%
10	222%		39	109%		68	100%
11	215%		40	107%		69	100%
12	209%		41	105%		70	100%
13	203%		42	105%		71	100%
14	197%		43	105%		72	100%
15	191%		44	105%		73	100%
16	185%		45	105%		74	100%
17	178%		46	105%		75	100%
18	171%		47	105%		76	100%
19	164%		48	105%		77	100%
20	157%		49	105%		78	100%
21	150%		50	105%		79	100%
22	146%		51	105%		80	100%
23	142%		52	105%		81	100%
24	138%		53	105%		82	100%
25	134%		54	105%		83	100%
26	130%		55	105%		84	100%
27	128%		56	105%		85	100%]
28	126%		57	104%			
29	124%		58	103%			

]

[Net single premiums per $1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the certificate year, and the issue age, gender and underwriting class of the person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	210.74		30	531.38		59	893.77
2	218.20		31	545.41		60	901.92
3	225.91		32	559.47		61	910.54
4	233.89		33	573.60		62	920.10
5	242.13		34	587.87		63	931.73
6	250.63		35	602.26		64	946.87
7	259.40		36	616.82		65	968.07
8	268.43		37	631.49		66	1,000.00
9	277.71		38	646.23		67	1,000.00
10	287.25		39	660.83		68	1,000.00
11	297.01		40	675.34		69	1,000.00
12	307.00		41	689.78		70	1,000.00
13	317.24		42	704.14		71	1,000.00
14	327.74		43	718.41		72	1,000.00
15	338.58		44	732.52		73	1,000.00
16	349.76		45	746.35		74	1,000.00
17	361.28		46	759.80		75	1,000.00
18	373.10		47	772.87		76	1,000.00
19	385.19		48	785.46		77	1,000.00
20	397.53		49	797.65		78	1,000.00
21	410.08		50	809.45		79	1,000.00
22	422.79		51	820.85		80	1,000.00
23	435.69		52	831.76		81	1,000.00
24	448.75		53	842.11		82	1,000.00
25	462.09		54	851.88		83	1,000.00
26	475.68		55	861.07		84	1,000.00
27	489.48		56	869.70		85	1,000.00]
28	503.41		57	877.83			
29	517.39		58	885.81			

]

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Section 2 — How your certificate works

Certificate ownership and beneficiaries

This section of your certificate tells you about owners, beneficiaries and exchanges.

Who owns your certificate
The owner is the person or people named in the enrollment form who make the decisions about the certificate and its benefits while the person insured by the certificate is living. The owner of this certificate appears in Section 1. If you did not name an owner on your enrollment form, the person insured by the certificate is the owner.

Your rights as a certificate owner
As the certificate owner, you have the following rights:

- to transfer ownership or assign the certificate,
- to change the beneficiary(ies),
- to receive benefits and choose payment methods for them,
- to change the amount or timing of premiums,
- to change the death benefit option,
- to change the total Face Amount,
- to reinstate the certificate if it lapses,
- to take out a loan, make a withdrawal or surrender the certificate,
- to change premium allocations and make transfers among investment options, or
- to change riders.

If you have named an irrevocable beneficiary, you will need his or her permission to make all of these decisions, except to change the amount or timing of premiums, reinstate the certificate if it lapses, change premium allocations and make transfers among investment options.

If this certificate has more than one owner and one of you dies, the surviving owner will hold all rights under the certificate. If the last surviving owner dies, his or her estate will own the certificate, unless you give us your written instructions to the contrary.

Assigning the certificate
You can assign your certificate in two ways:

- A *collateral* assignment does not change the ownership of the certificate, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the certificate to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We are not responsible for the validity of any assignment.

We reserve the right to reject assignments that we reasonably believe are intended to develop a secondary market for the certificate, such as selling the certificate to a 'factoring company' that pays a discounted lump sum in return for assignments of future death benefits.

Transferring ownership
You can transfer ownership of this certificate by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the certificate. The new owner will have all the rights under the certificate.

The transfer of ownership may be requested any time during the lifetime of the insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or people you named in your enrollment form, or in a written form subsequent to the submission of your enrollment form, to receive the death benefit proceeds when the person insured by the certificate dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the insured dies or if you have not named a beneficiary, you as the certificate owner will receive the proceeds. If you are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries any time before the death of the insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, the owner of the certificate must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- If acceptable to us, the change will take effect as of the date the request is signed, whether or not the insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written request for the change.

The death benefit

The amount of your certificate's death benefit depends on the death benefit option you chose on your enrollment form. We offer three options under this certificate. The option you chose appears in Section 1.

- Option A — the death benefit will be the same as your certificate's total Face Amount. This is known as a level death benefit.

- Option B — the death benefit will equal your certificate's total Face Amount plus your certificate value. This is known as an increasing death benefit.

- Option C — the death benefit will equal your certificate's total Face Amount plus all premiums credited to the certificate since the certificate issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You will find more about the minimum death benefit later in this section. When the person insured by the certificate reaches age 120, the death benefit provided by any supplemental Face Amount layers of coverage will terminate. The death benefit provided by base Face Amount layers will continue until the Insured's death, certificate lapse, or surrender. To determine the death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount.

What we pay to your beneficiaries
The amount we ultimately pay to your beneficiaries is called *death benefit proceeds.* This section tells you when we pay them, how we calculate them and changes you can make to your certificate's death benefit.

When we pay death benefit proceeds
We pay the death benefit proceeds to your beneficiaries after we have received due proof of the death of the insured and all information and documents requested by the company.

- The person must have died while the certificate is in force.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you do not choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If the person insured by the certificate commits suicide within two years of this certificate's issue date, we will pay you only the premiums you have paid, less any outstanding loan amount and withdrawals you have made. You will find more about this in *If the person insured by the certificate commits suicide*.

Understanding the minimum death benefit
For your certificate to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You will find the test for your certificate in Section 1. This test cannot be changed once we have issued your certificate.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your certificate value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your certificate value multiplied by a death benefit factor. You will find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated
We calculate the amount of the death benefit proceeds as of the end of the date the person insured by the certificate dies. Death benefit proceeds will equal the death benefit under the option you have chosen minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option at any time on or after your first certificate anniversary while your certificate is in force. Here is how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We will make the change before we deduct the monthly charge.
- We will not allow a change if the monthly charges are being waived under a waiver of monthly charges rider.
- We will not allow any change in death benefit option that prevents the certificate from qualifying as life insurance under federal tax law.
- If a change in death benefit option would cause your certificate to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We will send you a certificate endorsement after we make the change.

Changing from Option A to Option B or Option C

Here is what you need to know about changing from Option A to Option B or Option C:

- The person insured by the certificate must be living and you must give evidence of insurability satisfactory to us.
- After the change, the total Face Amount cannot be less than the minimum total Face Amount shown in Section 1.
- We will decrease the total Face Amount by the certificate value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We will decrease the total Face Amount on the effective date of the change. The decrease will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Changing from Option B or Option C to Option A

Here is what you need to know about changing from Option B or Option C to Option A:

- The person insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will increase the total Face Amount by the certificate value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We will increase the total Face Amount on the effective date of the change. The increase will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.

Changing from Option B to Option C or from Option C to Option B

Here is what you need to know about changing from Option B to Option C or from Option C to Option B:

- The person insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will adjust the total Face Amount by the certificate value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the total Face Amount. A change from Option C to Option B will subtract this adjustment from the total Face Amount.
- We will adjust the total Face Amount on the effective date of the change.
- Any increase in the total Face Amount will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.
- Any decrease in the total Face Amount will apply first to supplemental layers of coverage from most recent to oldest and then to base layers of coverage from most recent to oldest.

Changing the total Face Amount
Your certificate's total Face Amount is the amount of insurance coverage on the issue date. This will include the base Face Amount plus any supplemental Face Amount chosen. You will find the total Face Amount in Section 1.

The total Face Amount may change if any of the following happens:
- you ask us to increase or decrease either the base Face Amount and or the supplemental Face Amount,
- you change your death benefit option,
- you make any withdrawals, or
- you accelerate your death benefit.

You can ask us to increase or decrease the base Face Amount and/or the supplemental Face Amount at any time starting on your first certificate anniversary. You must send us your written request while your certificate is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we have approved the change, we will send you a certificate endorsement showing your new total Face Amount.

Increasing the total Face Amount
Here is what you need to know about increasing the total Face Amount:
- The person insured by the certificate must be living and must not have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least $50,000.
- Each increase you request will have its own underwriting class and cost of insurance rates.
- We will apply the tax test shown in Section 1 to any increase in the total Face Amount to make sure your certificate still qualifies as life insurance under federal tax law.
- You cannot increase the total Face Amount if the monthly charges are being waived under a waiver of monthly charges rider.
- We reserve the right to limit increases in the total Face Amount to one increase in any 12-month period.

Decreasing the total Face Amount
Here is what you need to know about decreasing the total Face Amount:
- You must submit an acceptable request to decrease the total Face Amount.
- The person insured by the certificate must be living on the date we receive your request.
- Decreasing the Total Face Amount will decrease the Death Benefit Proceeds. See "Death Benefit."
- Each decrease you request must be at least $25,000.
- The total Face Amount after the decrease must not be less than the minimum total Face Amount for this certificate.
- To apply the decrease, we will first reduce any supplemental layers of Face Amount from most recent to oldest and then base layers of Face Amount from most recent to oldest.
- We will not allow any decrease in Face Amount that prevents the certificate from qualifying as life insurance under federal tax law.
- If a decrease in Face Amount would cause your certificate to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- Any decrease will be effective on the Monthly Charge Date on or next following the date we approve your request.
- Surrender charges will apply to decreases in the base Face Amount during the surrender charge period except for decreases in the base Face Amount resulting from a change in the death benefit option or a partial withdrawal.
- A requested decrease in total Face Amount will cancel any future increases in supplemental Face Amount that were scheduled when this certificate was issued. For this purpose, cancelation of a scheduled increase will be considered a requested decrease in total Face Amount.

Surrender Charge on Decrease in Total Face Amount
A surrender charge may be deducted from the certificate value for each decrease in the base Face Amount, except for a decrease in the base Face Amount resulting from a change of death benefit option or from a partial withdrawal. A surrender charge will be determined for each base Face Amount layer of coverage.

The amount of the surrender charge for each layer of base Face Amount will be no greater than that layer's surrender charge shown in Section 1 for the year corresponding to one plus the number of whole years elapsed between that layer's effective date and the date the decrease is effective, multiplied by (a) over (b), where:(a) is the decrease in the layer's base Face Amount; and (b) is the layer's base Face Amount immediately prior to the decrease. Future surrender charges for the layer will be reduced by the surrender charge applied because of the decrease in the base Face Amount. We will send You a current table of revised surrender charges reflecting the decrease in the base Face Amount. The surrender charge will be deducted from the certificate value. You may allocate the surrender charge among the investment options pursuant to a request to Our Administrative Office. If You do not specify the allocation, then the surrender charge will be allocated among the investment options in proportion to the amounts in the investment options.

Scheduled Face Amount increases
When this certificate is issued, you can schedule future increases to this certificate's supplemental Face Amount. Increases cannot be scheduled after certificate issue, and scheduled increases cannot increase base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting class will apply to all scheduled increases in supplemental Face Amount and to any Face Amount in force at issue. If you decline a scheduled increase or request a decrease in Face Amount, other than a decrease caused by a death benefit option change or partial withdrawal, then all future scheduled increases will be cancelled.

Accelerated death benefit

If the person insured by your certificate is diagnosed with a terminal illness, you can apply to get part of your certificate's death benefit early. This is called *accelerating your death benefit.* You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

You can apply to accelerate any or all of your certificate's death benefit provided by base Face Amount layers of coverage. Death benefits provided by supplemental Face Amount layers of coverage are not available for acceleration. When determining the amount of death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount.

The minimum amount you can apply for is $50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we will deduct the following from the death benefit amount you have asked for before making a payment:

- one year of interest on the death benefit amount at a rate equal to the greater of:
  - the current yield on 90-day Treasury bills on the date we approve your application, or
  - the current maximum statutory adjustable certificate loan interest rate equal to the Moody's Corporate Bond Yield Average – Monthly Average Corporates, published by Moody's Investors Service, Inc., for the calendar month ending two months prior to the date we approve your application. If Moody's Corporate Bond Yield Average—Monthly Average Corporates is no longer published, we'll use a similar monthly average that's acceptable to the insurance department in the state where we delivered this certificate,
- an administrative expense charge of up to $200,
- any unpaid amounts due within your certificate's grace period on the date we approve your application, and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you are getting early to the total death benefit under your certificate on the date we approve your application.

If you only get part of your death benefit early, the rest of your certificate's death benefit will remain in place. We will continue to deduct monthly charges from your certificate value, unless your monthly charges are waived under a waiver of monthly charges rider.

Here is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the person insured by the certificate has a terminal illness and 12 months or less to live. The terminal illness cannot be caused by intentionally self-inflicted injuries.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you have assigned the certificate before we can make a payment.
- If you are applying to get all of your death benefit early, send this certificate and any riders you have added with your application. If you are only applying for part of the death benefit, we will send you a certificate endorsement once we approve your application.
- The person insured by the certificate must be living and your certificate must be in force when we approve your application. If that person dies before we make the payment to you, we will pay the death benefit proceeds to your beneficiary.
- We will not approve your application if you are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your certificate
If you choose to get all of your death benefit early, your certificate will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we will reduce your Face Amount, certificate value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit on the date we approved your application.

When we reduce your Face Amount, we will first reduce any supplemental Face Amount layers of coverage from most recent to oldest. Then we will reduce base Face Amount layers of coverage from most recent to oldest. We will reduce the certificate value proportionately from all of your investment options on the date we approve your application.

Getting the death benefit early will not affect our rights to contest your certificate. You will find more about this in *Contesting the validity of your certificate*.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from this certificate's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of suicide of the insured, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in Face Amount or a change in death benefit option for which evidence of insurability had been provided, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your certificate value any additional monthly charges associated with such increase or change.

We will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this certificate's death benefit, if any, and any remaining Face Amount, certificate value or outstanding loan amount.

Charitable Giving Benefit

The Charitable Giving Benefit pays, upon the death of the insured, an additional death benefit, over and above the benefit described in the section of this certificate titled *The death benefit*. The additional benefit equals one percent (1%) of this certificate's base Face Amount, but the additional benefit can be no greater than $100,000. Any Supplemental Face Amount does not increase the amount of the additional benefit. The Charitable Giving Benefit is only payable if you name a beneficiary for this benefit before the Insured's death.

The designated beneficiary of the additional benefit must be an institution accredited as a charity with the IRS under section 501(c)(3).

Multiple beneficiaries may be provided and will share equally in the distribution unless you provide other instructions in a form satisfactory to us. Beneficiaries may be changed at any time during the life of the certificate.

If you accelerate your death benefit as described in Accelerated death benefits, the portion of the Charitable Giving Benefit corresponding to the amount of the accelerated death benefit will also be paid to the designated beneficiary of the Charitable Giving Benefit at the time of the acceleration.

All about premiums

Your certificate gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and *Limits on the premium payments you can make.* We deduct a premium expense charge from each premium payment, and then allocate your net premium to the investment options you have chosen on the business day we receive your payment. You will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You will find your minimum first premium payment in Section 1. It was due on your certificate's issue date. Your insurance coverage started when you paid this premium and we issued your certificate.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here is how it works:

- You will find the amount and frequency of your planned premium in Section 1. You chose these on your enrollment form.
- You can change the amount and timing of your planned premium. Your planned premium must be at least $50.
- We will send you a notice to remind you of your planned premium payment. We will not send a notice if you have chosen to make scheduled electronic payments. You are not required to make planned premium payments, but if you miss a payment, your certificate may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your certificate could still lapse if its certificate value less any outstanding loan is not enough to cover your monthly charges. You will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least $50 at any time.
- We reserve the right to limit total premium payments plus transfers allocated to each of the Fixed Account and the Enhanced Fixed Account to $500,000 within a certificate year.
- While this certificate is in force, we will accept premium payments while the person insured by the certificate is living and has not yet reached age 120.
- We will treat any payment you make during the life of your certificate as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your certificate will stay in force until the insured's age 120.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your certificate's tax test is the guideline premium test, we will refuse to accept all or part of a premium payment if, by accepting it, your certificate would no longer qualify as life insurance under federal tax law. You will find the tax test for this certificate in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your certificate to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we will send it no later than 60 days after the end of the certificate year in which you paid the premium. We will not return a premium payment if it would cause your certificate to lapse. You will find more about lapsing in *Lapsing and reinstatement*.

Allocating your premiums
We will allocate your net premium payments, other than those received during the right to cancel period, on the business day we receive them to the investment options you chose in your most recent allocation instructions.

You can write to us at any time to change your allocation instructions. Your allocation percentages must be in whole numbers and add up to 100%. We will apply your new instructions to all net premiums we receive starting on the business day we receive your request.

Your investment options

We put your premium payments in our general and separate accounts. We own the assets in our accounts and allocate your net premiums to the investment options you have chosen.

You can choose to allocate your premiums to the Fixed Account, the Enhanced Fixed Account, or to a number of investment accounts. Amounts allocated to the fixed accounts are held in our general account. Amounts allocated to the investment accounts are held in our separate account.

The Fixed Account or Enhanced Fixed Account

You can choose to allocate any or all of your premium payments to the fixed accounts. Or you can transfer certificate value from the investment accounts to the fixed accounts. You will find more about making transfers in Transferring among investment options.

The certificate value in the fixed accounts earns interest at rates no less than the minimum annual rates shown in Section 1. We may offer higher rates if we choose. The rates we offer on the fixed accounts may be different than the interest rate on the loan account.

Turn to *Your certificate value* for more about how we calculate certificate value in the fixed accounts.

The investment accounts

You may choose to allocate any or all of your premium payments to one or more of the investment accounts. Each investment account invests in an underlying portfolio. Each portfolio is series of a management investment company registered with the SEC. You will find more about the portfolios in the various funds prospectuses.

About units

When you allocate, transfer or add an amount to an investment account, we use that amount to buy *units*.

Similarly, when you transfer, withdraw or surrender an amount from an investment account, we redeem and cancel units in that investment account. We calculate the number of units we buy or redeem by dividing the amount of the transaction by the *unit value* of the investment account at the end of the business day on which we process the transaction.

We calculate how much of your certificate value is in an investment account by multiplying the number of units you hold in that account by the account's unit value. Turn to *Your certificate value* for more about how we calculate total certificate value in the investment accounts.

About investment performance

We also use unit value to measure the investment performance of the investment accounts. We calculate the unit value for each investment account at the end of every business day by multiplying the unit value for the previous business day by the net investment factor for the current business day.

On any business day, here is how we calculate the net investment factor for an investment account:

a) we take the net asset value per share of the corresponding portfolio of the investment account at the end of the day. This amount does not include any transactions made by certificate owners or any monthly charges we have deducted or benefits we have paid during that day.
b) we add to a) the per share amount of any dividends or capital gains distributed by the portfolio that day less any amount paid or reserved for the tax liability associated with operating the account since the previous business day.
c) we then divide the sum of a) and b) by the net asset value per share of the corresponding portfolio of the investment account at the end of the previous business day. This amount includes any transactions made by certificate owners or any monthly charges we have deducted or benefits we have paid during that day.

Transferring among investment options
You can make transfers among the investment accounts and the two fixed accounts. Transfers will normally be effective at the end of the business day we receive your request.

Here is what you need to know about making transfers.

- The minimum amount for a transfer is $250 or the total value of the investment option you are transferring from, whichever is less. Your transfer allocations must be in whole dollar amounts or full percentages.
- The total amount of transfers in any certificate year from the Fixed Account, excluding transfers to the loan account, may not exceed the greatest of: $2,000, 25% of the current balance in the Fixed Account or the amount transferred from the fixed account in the immediately preceding certificate year.
- The total amount of transfers in any certificate year from the Enhanced Fixed Account, excluding transfers to the loan account, may not exceed the greatest of: $2,000, 10% of the current balance in the Enhanced Fixed Account, or the amount transferred from the Enhanced Fixed Account in the immediately preceding certificate year.
- We will not charge you for the first 12 transfers you make in any certificate year. We reserve the right to charge you $25 for any transfer after the 12th transfer. We will not charge you for the transfers described in Section 1.
- We will deduct the transfer charge, if there is one, from the investment option to which you are transferring.
- If you are transferring to more than one investment option at a time, we will deduct the charge, if applicable, from all your targeted investment options in proportion to the amount transferred into each option.
- We reserve the right to allow you to make only one transfer from each investment option within any 90-day period.
- We reserve the right to limit total premium payments plus transfers allocated to the Fixed Account or the Enhanced Fixed Account to $500,000 within a certificate year.
- If you do not have enough certificate value in an account to cover a transfer, we will transfer the remaining amount in the account into the account to which you are transferring. If you are transferring to more than one account, we will transfer the remaining amount in the account into the accounts to which you are transferring in proportion to your transfer instructions.
- To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an investment option in order to curb frequent transaction activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an investment option. In accordance with applicable law, we may limit the transfer feature of this certificate at any time.

Dollar cost averaging transfer program
Our dollar cost averaging program allows you to make scheduled transfers from the two fixed accounts or a money market investment account (source account) to the other investment accounts. Here is how the program works:

- You must authorize us to start the program.
- You choose the dollar amount of each transfer, but the amount must be at least $100.
- You decide how many scheduled transfers to make. However, we may require a minimum number of transfers for this program. If you do not choose a number, transfers will be made until there is no certificate value remaining in the source account.
- The first transfer will be made on the first monthly charge date after: a) the right to cancel period has ended; or b) the business day we receive your request to start the program, whichever is later. When the monthly charge date falls on a day that is not a business day, we will transfer into the investment accounts using the unit values as of the immediately preceding business day.
- You choose whether transfers will be made monthly or quarterly. If you do not select a timing, we will make monthly transfers.
- You decide how the transfers will be allocated into the investment accounts.
- We will not charge you for any transfers made under this program.
- We reserve the right to allow you to start only one dollar cost averaging program in any certificate year.
- We reserve the right to discontinue the dollar cost averaging program. We will give you at least 30 days advanced written notice if we discontinue the program.
- Limits on transfers out of the fixed accounts described in Transferring among investment options apply to transfers that are part of a dollar cost averaging program.

We will keep making transfers until one of the following happens:

- you authorize us to cancel the program,
- you do not have enough certificate value in the source account to cover a transfer. If this happens, we will automatically transfer the remaining amount in the source account into the investment accounts you chose in your most recent dollar cost averaging transfer allocation instructions, or
- we have made the number of transfers you have asked us to make.

Automatic account rebalancing program

Our automatic account rebalancing programs allows you to maintain your specified allocation mix among the fixed and investment account options. Here is how the program works:

- You authorize us to start the program.
- You choose whether to readjust your account allocations on a monthly, quarterly, semi-annual, or annual basis.
- We will automatically make the necessary transfers to maintain your specified allocation under the program.
- We will not charge you for any transfers made under this program.
- Limits on transfers out of the fixed accounts described in Transferring among investment options apply to transfers that are part of an automatic account rebalancing program.

We will keep making account reallocations until you tell us in a form satisfactory to us to cancel the program.

About the separate account

The TIAA-CREF Life separate account, VLI-2 is composed of the investment accounts offered under this certificate. We own the assets in the VLI-2 account and keep them separate from our other separate accounts and from the general account.

We use the VLI-2 account to support the benefits for this certificate and other similar policies. We must keep enough money in the VLI-2 account to cover the certificate values allocated to the investment accounts under the certificate funded through the account, but we can transfer any amount that is more than these liabilities to our general account.

We cannot charge the assets of the VLI-2 account with any liabilities from our other business.

The income, gains or losses, realized or unrealized, of all of the assets of VLI-2 account belong to that separate account and are credited to or charged against the assets held in that separate account without regard to our other income, gains or losses. Similarly, each investment account is treated separately from any other investment account with regard to its income, gains or losses, realized or unrealized. We comply with all laws and regulations that apply when we value the assets of the VLI-2 account.

If we believe it is in your best interests and it is appropriate for the purposes of this certificate, we can take certain actions. We will give you notice if it is needed, and we will get approval from you, the SEC or any other regulatory authority when needed by law. Here is what we can do:

- deregister the VLI-2 account under securities law,
- operate the VLI-2 account in any form allowed under securities and other law,
- take any action needed to comply with, maintain or get any exemption from securities law,
- transfer any assets from an investment account into another investment account, or into other separate accounts or our general account,
- add, combine or remove investment accounts in the VLI-2 account,
- substitute a portfolio's shares held in an investment account with another class of shares issued by the portfolio, or with shares of another investment company or any other investment allowed by law, to the extent required and permitted by the Investment Company Act of 1940 or other applicable law,
- change the way we deduct or collect charges under the certificate as long as any increase in charges is allowed under the terms of this certificate,
- modify this certificate as needed so that it continues to qualify as life insurance under federal tax law, or
- add to, cancel or suspend your ability to allocate net premiums or transfer certificate value in any of the Investment options to any other investment options.

We reserve the right to make any other technical changes to this certificate that are necessary to conform with the actions listed above.

We will tell you if any of these actions result in a material change in the underlying portfolios of an investment account you have allocated certificate value to. We will file details of any material change with a regulatory authority if needed, and the change will be subject to any approval required.

If you object to a material change that affects an investment account to which you have allocated certificate value, you can ask us to transfer that certificate value into another investment option. We must receive your transfer request at our administrative office within 60 days of the postmarked date on the notice of material change we send to you. We will not charge you for this transfer.

The VLI-2 account is a separate investment account under New York state laws. It is registered as a unit investment trust with the SEC under the Investment Company Act of 1940.

The investment certificate of the separate account cannot be changed unless any required approval is obtained from the Superintendent of the New York State Insurance Department.

Loans, withdrawals and surrenders

You can get access to all or some of your certificate value while your certificate is in force by making partial withdrawals or surrendering your certificate. You can also take out a loan from us using your certificate as collateral.

About loans

You can borrow money from us any time after *your right to cancel this certificate* period ends and while the person insured by the certificate is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your certificate value as collateral. You pay interest on the amount you borrow. The certificate value set aside to secure your loan also earns interest. Here is how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you are borrowing from your certificate value in the investment options to the loan account. If you do not tell us which investment options from which to take the loan amount, we will transfer it from all of your investment options in proportion to the certificate value you have in each option.
- The amount of certificate value in the loan account earns interest. You will find more about the loan account later in this section. You will find more about how we calculate certificate value in the loan account in *Your certificate value*.
- Taking out a loan may affect your certificate value because the amount set aside in the loan account will not participate in any potential earnings made possible through the investment options.
- Interest owed on the amount you have borrowed accrues daily at an annual rate set by us. You will find more about our interest rates later in this section.
- Interest that has accrued during a certificate year is due on your certificate anniversary and whenever the certificate value less any outstanding loan is not enough to cover the monthly charge. If you do not pay the interest when it is due, we will add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each certificate anniversary, if your outstanding loan amount is greater than your certificate value in the loan account, we will transfer the difference from the investment options to the loan account. If you do not tell us the investment options from which to take this amount, we will transfer it from your investment options in proportion to the certificate value you have in each option.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the certificate value, your certificate will enter the grace period. You will find more about the grace period in *The grace period*.

How much you can borrow

- The minimum amount you can borrow is $500. The maximum amount you can borrow is 90% of your certificate value less any surrender charge.

Throughout this certificate, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan
You can repay all or part of your outstanding loan amount any time while your certificate is in force. The minimum loan payment you can make is $100 or your outstanding loan amount, whichever is less. We will not deduct a premium expense charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the investment options you choose. If you do not tell us the investment options to receive the transfer, we will use your most recent premium allocation instructions.

If you do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the person insured by the certificate dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals
You can make withdrawals starting on your certificate's first anniversary as long as the certificate is in force and the person insured by the certificate is living.
Here is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least $500.
- A withdrawal cannot be for more than 90% of your certificate's cash surrender value.
- We reserve the right to reduce the amount we send you by a $20.00 service charge.
- If you do not tell us the investment options from which to take the withdrawal, we will take it from all of your investment options in proportion to the certificate value you have in each option.
- We reserve the right to allow you to make only one withdrawal from any one investment option within a 90-day period.
- We will send you a certificate endorsement showing you any changes in your certificate's benefits and values after you have made a withdrawal.
- We will not allow any withdrawal that prevents the certificate from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your certificate to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract**.**

How withdrawals affect the Face Amount
If you have chosen death benefit Option B, making a withdrawal will not reduce your certificate's Face Amount. If you have chosen death benefit Option A or C, the Face Amount will be reduced by the amount withdrawn. Face decreases will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest Surrender charges do not apply to Face Amount decreases resulting from partial withdrawals.

Surrendering your certificate
If you surrender your certificate for its cash surrender value, your insurance coverage under this certificate will end. The cash surrender value is your certificate value less any outstanding loan amount and any applicable surrender charge. We will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

This certificate does not have a minimum guaranteed cash surrender value.

Surrender charges when surrendering your certificate
If this certificate is surrendered for its cash surrender value, a surrender charge will be applied for each layer of base Face Amount in force under this certificate at the time of surrender. The amount of the surrender charge for each layer of base Face Amount will be no greater than that layer's surrender charge shown in Section 1 for the year corresponding to one plus the number of whole years elapsed between that layer's effective date and the date the surrender is effective.

Your certificate value

Certificate value is not guaranteed – it depends on the amount and timing of your premium payments, the performance of the investment accounts you have chosen, the interest rates on the fixed accounts and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate, and the level of certificate and rider benefits.

How we calculate your certificate value

Your certificate value is equal to the total amount allocated to the investment accounts, the fixed accounts and the loan account. You will find more about the investment accounts and the fixed accounts in Your investment options. You will find more about the loan account in *Loans, withdrawals and surrenders.*

We will adjust your certificate value if we find out that you stated the age or gender of the person insured by the certificate incorrectly on your enrollment form and that person is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender. You will find more about this in *Monthly charges*.

Calculating certificate value in the fixed accounts

On the certificate date, the certificate value in the fixed accounts equals the net premiums allocated to the accounts less the part of the first monthly charge deducted from the accounts.

To calculate total certificate value in the fixed accounts on any day, we start with the net premiums you have allocated to the accounts. Then we add:

- any amounts you have transferred into the accounts from an investment account or the loan account, and
- any interest accrued.

Finally, we subtract:

- any monthly charges deducted from the accounts,
- any withdrawals you have made from the accounts,
- any amounts transferred from the accounts to an investment account or the loan account,
- any fees deducted from the accounts for transfers and
- any surrender charges applied to the accounts.

Calculating certificate value in the investment accounts

On the certificate date, the certificate value in each investment account equals the net premiums allocated to that account less the part of the first monthly charge deducted from that account.

On any other day, the certificate value in any investment account is equal to the number of units in the investment account multiplied by the unit value for that account. You will find more about units and unit values in *Your investment options*.

To calculate the total number of units, we start with the number of units you bought on the issue date.
Then we add units of the account you bought:

- using additional net premiums, and
- through any transfers from other investment options or the loan account.

Finally, we subtract units of the account redeemed:

- to pay for monthly charges,
- to pay for withdrawals,
- through any transfers to another investment option or the loan account,
- to pay for transfer fee, and
- to pay for any surrender charges.

Calculating certificate value in the loan account
To calculate the total certificate value in the loan account on any day, we add:

- any amounts transferred into the account, and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges
We deduct a monthly charge from your certificate value on each monthly charge date. Unless you provide us with instructions to the contrary, we will make the charge in proportion to the certificate value you have in each investment option. We will stop deducting the monthly charge when the person insured by the certificate reaches age 120.

The monthly charge has four parts:

- Certificate fee
  You will find the guaranteed maximum certificate fee in Section 1.
- Administrative expense charge
  You will find the guaranteed maximum administrative expense charge in Section 1. Changes to the amount of any base Face Amount layer, other than changes that eliminate the layer, do not impact the monthly amount of administrative expense charge applicable to that layer.
- Asset Based Risk Charge
  You will find the guaranteed maximum Asset Based Risk charge in Section 1. The Asset Based Risk Charge applies to the certificate value allocated to the investment accounts evaluated before the monthly charges have been deducted.
- Cost of insurance charge
  Here is how we calculate the cost of insurance charge:
  - first we divide the net amount at risk by $1,000, and
  - then we multiply that amount by the monthly cost of insurance rate per $1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial base Face Amount, each increase in the base Face Amount, and any supplemental Face Amounts you have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the certificate value evaluated before the monthly charges have been deducted. The net amount at risk can never be less than zero.

When we are calculating net amount at risk, we allocate the certificate value and premiums paid to each layer of Face Amount in proportion to the total Face Amount. If we have increased your death benefit in accordance with the *minimum death benefit,* we allocate that increase to each layer of Face Amount in proportion to the total Face Amount.

The monthly cost of insurance rates for the net amount at risk of a layer of coverage are based on the issue age, gender and underwriting class of the person insured by the certificate. They are also based on the number of years the layer has been in force.

The monthly cost of insurance rates for the initial base, initial supplemental, and scheduled supplemental Face Amounts will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

- Charges for optional riders
  If you have added any riders to your certificate, applicable charges will be included in your monthly charges as outlined in Section 1 of your certificate.

Changing our charges

- Subject to regulatory approval, we may change our monthly cost of insurance rates, excess interest rates, Asset Based Risk Charge, premium expense charges, administrative expense charges, and certificate fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, required reserves, required surplus, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rates and the other rates and charges will never be greater than the respective guaranteed maximums. We will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this certificate.

Changes we make to rates and charges will be the same for all certificates that have the same Face Amount, death benefit option and certificate year, and where the people insured by the certificates have the same issue age, gender and underwriting class. Changes will first apply on the next monthly charge date.

We will calculate changes in certificate cost factors prospectively. We will review interest rates at least once a year. We will review all other charges at least once every five years.

We will not change our charges more than once a month. We will not change our charges because of a change in the health or job of the person insured by this certificate. We also will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your certificate value less any outstanding loan amount is less than the monthly charge on the date it is due, your certificate may lapse, which means you will no longer have any insurance coverage. If your certificate is in danger of lapsing, we will give you a grace period to pay the premium needed. If your certificate lapses, you have three years from the end of the grace period to apply for reinstatement. You cannot reinstate your certificate if you surrender it.

About lapsing
Generally, if your certificate value less any outstanding loan amount is not enough to cover the monthly charge on the date it is deducted, your certificate may lapse.

We will tell you the minimum payment you have to make in order to keep your certificate in force. You will be required to make a minimum payment that is enough to cover the lesser of

- any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions, or
- the amount needed to satisfy the minimum premium test of the No-Lapse Guarantee Period plus three Minimum Monthly No-Lapse Premiums as described below.

We will send a lapse notice to you, any third party designated by you, and to anyone you have assigned your certificate to, at the most recent addresses we have in our records.

No-Lapse Guarantee Period
During the No-Lapse Guarantee Period for base Face Amounts shown in Section 1, your certificate will not lapse by reason of insufficient value if your certificate satisfies the minimum premium test as described herein. If your certificate satisfies the minimum premium test, base Face Amount layers will not terminate during the No-Lapse Guarantee Period for base Face Amounts, and supplemental Face Amount layers will not terminate during the No-Lapse Guarantee Period for Supplemental Face Amounts. The No-Lapse Guarantee Periods begin on the certificate date shown in Section 1.

Your certificate satisfies the minimum premium test if the Premiums paid less any Partial Withdrawals and less any outstanding loan amount exceeds the sum of the Minimum Monthly No-Lapse Premiums which applied to the certificate in each certificate month from the certificate date to the valuation date on which the test is applied. The Minimum Monthly Premium applicable to the certificate is shown in Section 1.

The Minimum Monthly No-Lapse Premium may be revised as a result of any changes to the benefits provided by your certificate or any riders attached to your certificate.

The revised Minimum Monthly No-Lapse Premium will be effective as of the effective date of the change triggering the revision and will remain in effect until revised by any future change.

While your certificate remains in force solely because of the No-Lapse Guarantee Period, your certificate value will not be reduced below zero. Unpaid charges that become due while your certificate remains in force solely because of the No-Lapse Guarantee Period do not need to be repaid.

The grace period
We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you. When the certificate value less any outstanding loan amount is insufficient to cover the monthly charge, and either the certificate is beyond the No-Lapse Guarantee Period for base Face Amounts or the minimum premium test of the No-Lapse Guarantee Period is not satisfied, we will transfer any remaining certificate value in the investment options into a special holding account that does not earn interest.

If we do not receive the minimum payment within the grace period, your certificate will lapse with no value. If your certificate lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your certificate lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you have assigned your certificate to, at the most recent addresses we have in our records.

Reinstating your certificate
If your certificate lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the certificate only, excluding any riders.

We will approve the reinstatement of your certificate if you send us the following:

- an application provided by us,
- evidence of insurability satisfactory to us, and
- payment of:
  - any outstanding loan amount as of the date the certificate lapsed, or reinstatement of that amount,
  - all unpaid monthly charges as of the date the certificate lapsed, plus interest at an annual effective rate of 6% from the date the certificate lapsed to the date we reinstate it, and
  - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your certificate on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your certificate, the certificate value will increase by the amount you paid to reinstate it, less:

- any loan payment,
- any unpaid monthly charges with interest, and
- any premium expense charge.

If we reinstate your certificate on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the certificate. You will find more about the cash surrender value in *Surrendering your certificate*.

Other things to know about your certificate

Entire contract

The entire contract issued to the certificate holder consists of this certificate; any attached additional benefit riders, endorsements, original enrollment form and any subsequent application(s) or enrollment forms for changes that are attached to this certificate. We relied upon the enrollment form(s) in issuing this certificate. All statements made in the enrollment form and any subsequent application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it is a material misrepresentation contained in the enrollment form and any subsequent application(s).

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

Statements and reports we will send you

We will send you an annual statement. We may send you other periodic statements. The statements will give you information about your certificate, including:

- death benefit proceeds,
- Face Amount,
- current interest rates for the fixed accounts and loan account,
- certificate value,
- cash surrender value,
- any applicable surrender charge,
- any outstanding loan amount,
- premium payments you have made,
- premium expense charges we have deducted,
- monthly charges we have deducted, and
- any other information that is needed by law in the state where we delivered this certificate.

We will also send you confirmations as required by the Securities and Exchange Commission when you pay premiums, transfer between investment options, and perform most other transactions.

Illustrations

Starting on your first certificate anniversary, you can ask us to send you an illustration showing hypothetical projections of your certificate value and death benefit. We reserve the right to limit the number of illustrations to no more than one per certificate year.

Communicating with us

You should send all payments, and any correspondence to us, to our administrative office. You will find the address on the front cover of this certificate. You should always include your certificate number, your full name and current address, and the full name of the person insured by the certificate.

When we process payments
We send out all payments from our administrative office. You will find the address on the front cover of this certificate.

We may delay making any withdrawals, loans, transfers and surrenders from the investment accounts or applying any premium payments to the investment accounts under unusual circumstances; for example, if:

- the New York Stock Exchange closes on a day other than a regular holiday or weekend,
- the SEC determines that trading on the New York Stock Exchange is restricted or that an emergency exists, or
- the corresponding portfolio of an investment account lawfully suspends payment or redemption of its shares.

We may delay payments of withdrawals, loans, transfers and surrenders from the fixed accounts for up to six months. We will not delay a payment if it needs to be used as a premium payment for any certificate you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds.

We pay interest at an annual rate of [8]% from the date of the insured's death to the date death benefit proceeds are paid if we delay payment of death benefit proceeds in excess of 30 days.

All payments we make to you under this certificate are exempt from the claims of any creditors, to the extent allowed by law. You cannot assign or withdraw payments before we make them without our consent.

Misstatement of age or sex
If we find out that you stated the age or gender of the person insured by the certificate incorrectly on your enrollment form, we will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders, the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your certificate
This certificate will be incontestable after it has been in force during the insured's lifetime for two years from its issue date. If we successfully contest this certificate during the first two years, we will refund your premiums.

The amount of any increase in the death benefit due to a death benefit option change subject to evidence of insurability will be incontestable after such change has been in force during the insured's lifetime for two years from the date the change takes effect. If the Face Amount has been increased subject to evidence of insurability, such increase will be incontestable after it has been in force during the insured's lifetime for two years from the date the increase takes effect. If we successfully contest a death benefit option change or an increase in Face Amount subject to evidence of insurability, the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your certificate value any additional cost of insurance, administrative expense and rider charges associated with such increase or change.

If this certificate is reinstated, statements made in the reinstatement application will be incontestable after this certificate has been in force during the insured's lifetime for two years from the reinstatement date.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us, the contestable period will be measured from the issue date of such originating contract.

The contestable period of any additional benefit rider attached to this certificate is stated in the rider.

If the person insured by the certificate commits suicide
In the event of the suicide of the insured, while sane or insane, within two years from this certificate's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of the insured, while sane or insane, within two years from the effective date of any increase in Face Amount or death benefit option change for which evidence of insurability had been provided, our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your certificate value any additional cost of insurance, administrative expense, and rider charges associated with such increase or change.

We will also refund to your certificate value any additional cost of insurance, certificate unit, and rider charges associated with such increase or change.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us, the suicide period will be measured from the issue date of such originating contract.

The suicide exclusion of any additional benefit rider attached to this certificate is stated in the rider.

Certificate calculations
The values under this certificate comply with the laws of the state where we delivered this certificate. We have filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the age as of last birthday, gender, and if applicable, the tobacco use status of the person insured by the certificate. We use an annual interest rate of 4%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates, taking into account the number of certificate years and the issue age, gender and underwriting class of the person insured by the certificate. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends
This certificate is a non-participating certificate and does not pay dividends.

Section 3 — Some definitions

administrative office
the office you must contact to exercise any of your rights under the certificate. You should send all payments and requests to:
TIAA-CREF Life Insurance Company,
[P.O. Box XXX,
Atlanta, GA 31139**]**,
[1 877 694 0305]

age
a person's age as of the nearest birthday to the certificate date (the issue age shown in Section 1), plus the number of full certificate years completed since the certificate date. We increase "age" by one year on each certificate anniversary.

administrative expense charge
The administrative expense charge is a monthly charge to help cover our sales costs.

base layer
any portion of base Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

business day
any day that the New York Stock Exchange or its successor is open for trading. It usually ends at 4:00 pm Eastern Time or when trading closes on the New York Stock Exchange or its successor, whichever is earlier. If we receive your payment or request after the end of a business day, we will process it as of the end of the next business day.

cash surrender value
your certificate value less any outstanding loan amount and any surrender charge.

certificate anniversary
the same date of each calendar year as the certificate date shown in Section 1. If the certificate date is February 29, the certificate anniversary in calendar years that are not leap years will be February 28.

certificate date
the effective date of this certificate shown in Section 1. Certificate months, certificate years and certificate anniversaries are measured from the certificate date.

certificate value
the total amount in the investment accounts, the fixed accounts and the loan account.

certificate year
a year that starts on the certificate date or on a certificate anniversary.

death benefit proceeds
the amount we pay to your beneficiaries when we receive due proof of the death of the person insured by the certificate. The amount equals the death benefit under the death benefit option you have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount
the amount of insurance coverage you have chosen (the initial base Face Amount in Section 1), plus any increases in Face Amount, less any decreases in Face Amount.

federal tax law
Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed accounts
investment options supported by our general account. The certificate value allocated to these accounts earns interest at a rate no less than the guaranteed minimum rate of interest, shown in Section 1.

general account
the account containing all of our assets other than those in the separate account.

in force
when our obligations under the certificate begin once we receive your first premium payment and issue this certificate. Your certificate will be in force until the person insured by the certificate dies, the grace period expires and your certificate lapses, or you surrender or exchange your certificate.

initial face amount
the Face Amount on the issue date, which includes the base and supplemental Face Amounts, shown in Section 1.

investment account
an investment option that invests in shares of a corresponding portfolio. Each investment account is a subaccount of the separate account, VLI-2.

investment options
the options you can choose from when you are allocating net premiums under this certificate. The investment options for this certificate are the investment accounts and the fixed accounts.

issue age
the age, shown in Section 1, of the person insured by the certificate as of the nearest birthday to the certificate date.

issue date
the day, shown in Section 1, that we issued this certificate at our administrative office. We measure the suicide and contestability periods from the issue date.

layer of coverage
See base layer and supplemental layer.

layer year
the number of years since the layer of coverage has been in effect.

licensed physician
an individual licensed to practice medicine in the state in which this certificate is delivered and who is acting within the scope of such license. A licensed physician does not include you, the person insured by the certificate, or a person who lives with you or the person insured by the certificate.

loan account
an account within our general account to which we transfer certificate value from the investment options as collateral when you take out a certificate loan. The certificate value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract
a special kind of life insurance certificate that is defined in Section 7702A of the Internal Revenue Code. It does not receive the same tax advantages as other life insurance certificates.

monthly charge date
the day we deduct the monthly charge from your certificate value. It is the same date of each calendar month as the certificate date or it is the last day of the month if that comes first.

net amount at risk
the amount we use to calculate the cost of insurance charges for this certificate and any riders you have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then, from this amount, we subtract the certificate value evaluated before we deduct any monthly charges.

net premium
any premium payment, less a premium expense charge, that we allocate to an investment option.

no-lapse guarantee period
the period during which the certificate is guaranteed not to lapse as long as you have paid at least a specified level of premiums since certificate issue

outstanding loan amount
the amount in the loan account plus any unpaid and accrued interest you owe.

portfolio
an investment company that is registered with the SEC in which an investment account is invested. Each portfolio has its own investment objective, strategy and risk.

premium expense charge
prior to allocation of Premium, we deduct a specific Premium Expense Charge from each Premium to defray our sales costs and related taxes.

SEC
Securities and Exchange Commission.

securities law
the Securities Act of 1933 and the Investment Company Act of 1940.

separate account
the TIAA-CREF Life separate account, VLI-2. It is divided into investment accounts, each of which invests in shares of a corresponding portfolio.

Supplemental layer
any portion of supplemental Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

tax test
the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your certificate's minimum death benefit and the maximum amount of premium you can pay. Once we issue your certificate, the tax test cannot be changed.

underwriting class
a class we assign to the person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health, whether or not the person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

unit
a measure used to calculate the amount of certificate value in any investment account.

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Key features of your Flexible Premium Variable Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during the insured's lifetime**
- **Premiums can be allocated to the fixed accounts and/or to our investment accounts**
- **No-Lapse Guarantee Period**
- **Charitable Giving Benefit**
- **Certificate value, death benefit and length of coverage can be variable or fixed according to the provisions of this certificate and may increase or decrease depending on investment performance**
- **Minimum death benefit and the method for determining the amount of your death benefit are described in *The death benefit* provision of this certificate**
- **Pays death benefit proceeds when the person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**