

SERFF Tracking Number: THRV-128363517 State: Arkansas
 Filing Company: Thrivent Financial for Lutherans State Tracking Number:
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Whole Life Plus (2012)
 Project Name/Number: /

Filing at a Glance

Company: Thrivent Financial for Lutherans

Product Name: Whole Life Plus (2012)

TOI: L071 Individual Life - Whole

SERFF Tr Num: THRV-128363517 State: Arkansas

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

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

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Author: Karen Guyette

Reviewer(s): Linda Bird

Date Submitted: 07/09/2012

Disposition Date: 07/12/2012

Disposition Status: Approved-
 Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 07/12/2012

State Status Changed: 07/12/2012

Deemer Date:

Created By: Karen Guyette

Submitted By: Karen Guyette

Corresponding Filing Tracking Number:

Filing Description:

We are submitting for your review and approval a new whole life insurance contract. This form is described below.

Whole Life Insurance plus Term Protection Contract, Form L-WP-WLP (12)

This whole life insurance contract with premiums payable to age 121 will be issued at ages 18-90 with a minimum initial face amount of \$50,000. In addition, there is term protection at the Target Amount of insurance at issue which is one-year term insurance with a minimum initial amount of \$25,000. A premium for this term protection is payable at issue for the first contract year. After the first year, dividends will be applied under the Adjustable Yearly Term Insurance

SERFF Tracking Number: *THR-128363517* State: *Arkansas*
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Project Name/Number: */*

Dividend Options to increase the available cash. The available cash will be used to pay for the Target Amount of insurance. It will buy new amounts of one-year term insurance and paid-up additions that together equal the Target Amount of insurance and that replace the amounts previously in effect. The owner may also pay additional premiums, subject to certain limitations, that will purchase paid-up additions. If any one-year term insurance is in effect when additional premium is paid, the amount of one-year term insurance will decrease to maintain the Target Amount of insurance.

Application

Application for Individual Life Insurance, form 20538 R10-08, that was approved by your Department on 6/06/2008 will be used to apply for this contract.

Other Forms

The following forms will be used with this contract:

- 1) Accelerated Death Benefit for Terminal Illness Rider, form LR-MX-ACCB (08), which was approved by your Department on 7/19/2007.
- 2) Guaranteed Purchase Option Benefit Rider, form LR-XG-GPO (08), which was approved by your Department on 5/22/2008.
- 3) Child Term Life Insurance Benefit Rider, form LR-XC-CIB (08), which was approved by your Department on 5/22/2008.
- 4) Disability Waiver of Premium Benefit Rider, form LR-XW-DWP (09), which was approved by your Department on 7/22/2009.
- 5) Aviation Exclusion Amendatory Agreement, form LM-XA-AVEX (08), which was approved by your Department on 5/22/2008.

Marketing

This contract will be offered to Lutherans and their families in the following risk classes: Super-Preferred Non-Tobacco, Preferred Non-Tobacco, Standard Non-Tobacco, Preferred Tobacco, and Standard Tobacco.

State Narrative:

Company and Contact

Filing Contact Information

Karen Guyette, Compliance Specialist II	karen.guyette@Thrivent.com
625 Fourth Ave. South	800-847-4836 [Phone] 37251 [Ext]
Minneapolis, MN 55415	612-340-5040 [FAX]

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 Product Name: *Whole Life Plus (2012)*
 Project Name/Number: */*

Filing Company Information

Thrivent Financial for Lutherans	CoCode: 56014	State of Domicile: Wisconsin
4321 North Ballard Road	Group Code: 2938	Company Type: Fraternal
Appleton, WI 54919-0001	Group Name:	State ID Number:
(800) 847-4836 ext. [Phone]	FEIN Number: 39-0123480	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Thrivent Financial for Lutherans	\$50.00	07/09/2012	60725091

SERFF Tracking Number: *THR-128363517* State: *Arkansas*
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Project Name/Number: */*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/12/2012	07/12/2012

SERFF Tracking Number: THRV-128363517

State: Arkansas

Filing Company: Thrivent Financial for Lutherans

State Tracking Number:

Company Tracking Number:

TOI: L071 Individual Life - Whole

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

Product Name: Whole Life Plus (2012)

Project Name/Number: /

Disposition

Disposition Date: 07/12/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *THR-128363517* *State:* *Arkansas*
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Product Name: *Whole Life Plus (2012)*
Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Whole Life Insurance plus Term Protection Contract		Yes

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Form Schedule

Lead Form Number: L-WP-WLP (12)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L-WP-WLP (12)	Policy/Contract	Whole Life Insurance Initial Contract Certificate	Initial		51.000	AR Contract L-WP-WLP (12).pdf

This certificate of membership and whole life insurance is a legal contract between you and Thrivent Financial for Lutherans. We issue this contract based on the Application signed by the applicant and the payment of the initial premium shown on page 3. Upon receiving due proof of the Insured's death, we will pay the Death Proceeds (see Section 6.1) to the beneficiary according to the provisions of this contract.

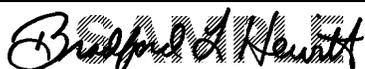
Right to Cancel. Please read this contract carefully. You may cancel the contract for any reason before midnight of the [10th] day after you first receive it. Do this by (1) mailing or delivering notice of cancellation to our Service Center or to the representative through whom you bought it, and (2) returning the contract. Notice given by mail and return of the contract by mail are effective on being postmarked, properly addressed and postage prepaid. If you cancel the contract, it will be deemed void from the beginning. Within 10 days after we receive notice of cancellation and the returned contract, we will refund all premiums paid (with no deductions for any fees or charges).

**Whole Life Insurance plus Term Protection.
Premiums payable as shown on page 3.
Additional premium option.
Eligible for annual dividends.
Settlement options to provide income.**

**Service Center:
Thrivent Financial for Lutherans
[4321 North Ballard Road]
[Appleton, WI 54919-0001]

Telephone [(800) 847-4836]
www.thrivent.com**

Signed for the Society

President []

Secretary []

INSURED: [JOHN DOE]

AGE: [35] SEX: [MALE]

CONTRACT NUMBER: [1234567]

DATE OF ISSUE: [OCTOBER 1, 2012]

INITIAL INSURANCE AMOUNT: [\$75,000]

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Contract Schedule

**ANNUAL
PREMIUM**

BASIC BENEFIT

WHOLE LIFE INSURANCE PLUS TERM PROTECTION

FACE AMOUNT	[\$50,000]	
PREMIUM FOR FACE AMOUNT PAYABLE TO [10/01/2098]		[\$712.50]@
TARGET AMOUNT+	[\$25,000]	
INITIAL INSURANCE AMOUNT	[\$75,000]	
RISK CLASS: [STANDARD NON-TOBACCO]		

[ADDITIONAL BENEFITS

[DETAILS OF THE FOLLOWING ADDITIONAL BENEFIT RIDERS ARE
[GIVEN ON SEPARATE SCHEDULE PAGES:
[
[
[
[
[
[
[
[
[
[

ANNUAL PREMIUM (WITHOUT ONE-YEAR TERM INSURANCE)	[\$712.50]
INTERVAL OF PAYMENT (MODE)	[ANNUAL]
MODAL PREMIUM*	[\$712.50]
PREMIUM FOR ONE-YEAR TERM INSURANCE+	[\$10.00]
INITIAL PREMIUM	[\$722.50]

@ INCLUDES CONTRACT FEE OF \$50.

+ ONE-YEAR TERM INSURANCE IN AN AMOUNT EQUAL TO THE TARGET AMOUNT IS EFFECTIVE ON THE DATE OF ISSUE. SEE SECTIONS 9.2I AND 10.2 FOR ADDITIONAL INFORMATION.

* MODAL PREMIUM FACTORS (SEE SECTION 4.1):

SEMI-ANNUAL PREMIUM	51.50% OF ANNUAL PREMIUM
QUARTERLY PREMIUM	26.20% OF ANNUAL PREMIUM
AUTOMATIC MONTHLY PREMIUM	8.75% OF ANNUAL PREMIUM

THIS CONTRACT IS ELIGIBLE FOR ANNUAL DIVIDENDS. DIVIDENDS ARE NOT GUARANTEED. THE INSURANCE DEPARTMENT OF THE STATE IN WHICH THIS CONTRACT WAS ISSUED MAY BE CONTACTED BY CALLING [(999) 999-9999].

INSURED: [JOHN DOE]

AGE: [35] SEX: [MALE]

CONTRACT NUMBER: [1234567]

DATE OF ISSUE: [OCTOBER 1, 2012]

INITIAL INSURANCE AMOUNT: [\$75,000]

Date of Issue: [OCTOBER 1, 2012]

Contract Number: [1234567]

INSURED: [JOHN DOE]

AGE: [35] SEX: [MALE]

INITIAL INSURANCE AMOUNT: [\$75,000]

WHOLE LIFE INSURANCE
PLUS TERM PROTECTION

TABLE OF VALUES

END OF CONTRACT YEAR	CONTRACT ANNIVERSARY	CASH VALUE	PAID-UP LIFE INSURANCE
	[OCT 1,]		
1	[2013]	\$[0]	\$[0]
2	[2014]	[0]	[0]
3	[2015]	[350]	[1,778]
4	[2016]	[850]	[4,155]
5	[2017]	[1,350]	[6,349]
6	[2018]	[1,850]	[8,371]
7	[2019]	[2,400]	[10,452]
8	[2020]	[2,950]	[12,367]
9	[2021]	[3,550]	[14,331]
10	[2022]	[4,150]	[16,137]
11	[2023]	[4,750]	[17,796]
12	[2024]	[5,400]	[19,500]
13	[2025]	[6,050]	[21,059]
14	[2026]	[6,700]	[22,481]
15	[2027]	[7,400]	[23,936]
16	[2028]	[8,100]	[25,261]
17	[2029]	[8,800]	[26,468]
18	[2030]	[9,550]	[27,712]
19	[2031]	[10,350]	[28,986]
20	[2032]	[11,100]	[30,020]
[AGE 55]	[2032]	[11,100]	[30,020]
[AGE 60]	[2037]	[15,350]	[35,118]
[AGE 65]	[2042]	[19,800]	[38,841]
[AGE 70]	[2047]	[24,500]	[41,815]

FOR ALL CONTRACT YEARS, CASH VALUES ARE EQUAL TO THE AMOUNT CALCULATED BY THE STANDARD NONFORFEITURE METHOD. UPON REQUEST WE WILL GIVE VALUES FOR CONTRACT YEARS NOT SHOWN.

CONTRACT VALUES AND RESERVES ARE BASED ON THE 2001 CSO [(M) NON-SMOKER] S&U ALB MORTALITY TABLE. NET SINGLE PREMIUMS ARE BASED ON THE 2001 CSO [(M) NON-SMOKER] U ALB MORTALITY TABLE. WE USE CONTINUOUS FUNCTIONS AND THE NONFORFEITURE INTEREST RATE SHOWN BELOW FOR CONTRACT VALUES AND NET SINGLE PREMIUMS AND THE VALUATION INTEREST RATE SHOWN BELOW FOR RESERVES.

NONFORFEITURE INTEREST RATE: 4.5%

VALUATION INTEREST RATE: 3.5%

LOAN INTEREST RATE: 8%

MINIMUM FACE AMOUNT: \$50,000

Date of Issue: [OCTOBER 1, 2012]

Contract Number: [1234567]

INSURED: [JOHN DOE]

AGE: [35] SEX: [MALE]

INITIAL INSURANCE AMOUNT: [\$75,000]

WHOLE LIFE INSURANCE
PLUS TERM PROTECTION

Additional Premium Option
Maximum Rates per \$1,000 of Paid-Up Additions*

Attained Age	Rate per \$1,000						
18	[\$ N/A]	39	[\$ 204.56]	60	[\$ 437.09]	80	[\$ 739.48]
19	[N/A]	40	[212.63]	61	[451.38]	81	[753.47]
20	[N/A]	41	[220.98]	62	[465.83]	82	[766.99]
21	[N/A]	42	[229.61]	63	[480.39]	83	[780.09]
22	[N/A]	43	[238.53]	64	[495.03]	84	[792.73]
23	[N/A]	44	[247.71]	65	[509.77]	85	[804.87]
24	[N/A]	45	[257.17]	66	[524.63]	86	[816.42]
25	[N/A]	46	[266.90]	67	[539.66]	87	[827.29]
26	[N/A]	47	[276.92]	68	[554.87]	88	[837.46]
27	[N/A]	48	[287.28]	69	[570.30]	89	[846.89]
28	[N/A]	49	[298.03]	70	[585.91]	90	[855.58]
29	[N/A]	50	[309.15]	71	[601.65]	91	[863.66]
30	[N/A]	51	[320.65]	72	[617.39]	92	[871.29]
31	[N/A]	52	[332.47]	73	[633.04]	93	[878.47]
32	[N/A]	53	[344.62]	74	[648.62]	94	[885.18]
33	[N/A]	54	[357.06]	75	[664.16]	95	[891.38]
34	[N/A]	55	[369.74]	76	[679.64]	96	[897.16]
35	[175.14]	56	[382.66]	77	[695.01]	97	[902.70]
36	[182.08]	57	[395.82]	78	[710.18]	98	[907.95]
37	[189.30]	58	[409.27]	79	[725.03]	99	[912.83]
38	[196.80]	59	[423.03]				

APO MAXIMUM EXPENSE CHARGE: 5% OF EACH PREMIUM

OPTION TERMINATION DATE: [OCTOBER 1, 2077]

* INFORMATION ON THIS PAGE APPLIES ONLY TO PAID-UP ADDITIONS PURCHASED UNDER SECTION 5.1 ADDITIONAL PREMIUM OPTION.

1. DEFINITIONS

This section provides definitions or references to definitions for the defined terms used most often in this contract. Defined terms are capitalized throughout this contract except for we, our, us, you, your and yours.

Accumulated Dividends. See Section 9.2b.

Additional Benefits. Benefits provided by riders, if any, attached to this contract.

Application. The application(s) and all amendments and supplements to the application. This includes applications for reinstatement and applications made for changes to this contract after the Date of Issue.

Attained Age. Attained Age on any day is the Insured's age on the Contract Anniversary on or immediately prior to that day.

Available Cash. As used in Section 9.2i Adjustable Yearly Term Insurance Options and Section 10.4 Rebalancing, the Available Cash on a specified date is the sum of:

- 1) The cash value of any Paid-Up Additions that are not held as security for Debt and that were in effect prior to any purchase or surrender of Paid-Up Additions on that date;
- 2) The cash value of any Paid-Up Additions purchased under Section 5.1 Additional Premium Option that become effective on that date;
- 3) Any dividend payable on that date; and
- 4) A refund of the cost of One-Year Term Insurance in effect prior to the recalculation described in Section 10.4 Rebalancing, if the date is not a Contract Anniversary. The refund is equal to the pro rata portion of the amount used to buy One-Year Term Insurance that applies to the rest of the Contract Year;

Less:

- 5) The cash value of any Paid-Up Additions you surrender effective on that date under Section 8.2.

Cash Surrender Value. See Section 8.4a.

Cash Value. See Section 8.1.

Contract Anniversary. The same month and day of each year after issue as in the Date of Issue on page 3.

Contract Year. The first Contract Year is the period of time from the Date of Issue until the first Contract Anniversary. Thereafter, Contract Year is the period of time from one Contract Anniversary to the next Contract Anniversary.

Date of Issue. The Date of Issue as shown on page 3.

Death Proceeds. See Section 6.1.

Debt. All unpaid contract loans plus accrued interest to date.

Face Amount. The amount of life insurance provided by this contract exclusive of any Paid-Up Additions, One-Year Term Insurance, and Additional Benefits. The Face Amount on the Date of Issue is shown on page 3. Decreases in Face Amount will be shown on supplemental contract schedule pages that we will send to you.

Initial Insurance Amount. The amount of life insurance provided by this contract on the Date of Issue, exclusive of any Additional Benefits. It is the sum of the Face Amount and the Target Amount. The Initial Insurance Amount is shown on page 3.

Insured. The person named as Insured on page 3.

Issue Age. The Insured's age on the Date of Issue.

Loan Interest Rate. The Loan Interest Rate as shown on page 4.

Minimum Face Amount. The Minimum Face Amount as shown on page 4.

Notice. A request signed by you or provided in another manner acceptable to us and received in good order by us at our Service Center.

1. DEFINITIONS

(continued)

One-Year Term Insurance. The portion of the Target Amount of insurance that is term life insurance. See Section 10.

Paid-Up Additions. Paid-up additional whole life insurance purchased other than by a nonforfeiture option. Paid-Up Additions are eligible for annual dividends.

Paid-Up Life Insurance. See Section 8.4b.

Service Center. The location where this contract is administered. The Service Center address is shown on page 1.

Target Amount. The amount defined in Section 10.1 that is used to calculate the amounts of One-Year Term Insurance and Paid-Up Additions as described in Section 9.2i Adjustable Yearly Term Insurance Options and Section 10.4 Rebalancing. The Target Amount on the Date of Issue is shown on page 3.

we, our, us, Society. Thrivent Financial for Lutherans.

you, your, yours. The owner(s) of this contract.

2. GENERAL PROVISIONS

2.1 ENTIRE CONTRACT. The Entire Contract consists of:

- 1) This contract including any attached riders, amendments, or endorsements;
- 2) The Application attached to this contract; and
- 3) The Articles of Incorporation and Bylaws of the Society and all amendments to them. Benefits will not be reduced or eliminated by any future amendments to our Articles of Incorporation or Bylaws.

2.2 ADDITIONAL BENEFITS. Riders providing Additional Benefits may be included as part of this contract. Any riders included on the Date of Issue are shown on page 3. After the Date of Issue, you may add riders to this contract subject to the following:

- 1) You must submit an application to us at our Service Center, if and as required by our standards.
- 2) The rider must be offered by us and available on this contract as of the date of application for the rider.
- 3) We require satisfactory evidence of insurability, if and as required by our standards.
- 4) The date of issue of the rider and its premium, if any, will be shown on the supplemental contract schedule page that we will send to you.

2. GENERAL PROVISIONS**(continued)**

2.3 CHANGE OF CONTRACT. No change to the provisions of this contract is valid unless it is made in writing and signed by our President or Secretary. The provisions of this contract will be construed to be consistent with federal tax rules that apply to life insurance contracts. We reserve the right to amend this contract as necessary to maintain compliance with federal rules regarding qualification of this contract as life insurance and state rules as they impact such qualification.

2.4 STATEMENTS IN THE APPLICATION. We will not use any statement to contest a claim or to have this contract declared invalid unless the statement is contained in the Application. All statements made in the Application are, in the absence of fraud, considered representations, not warranties.

2.5 INCONTESTABILITY. We will not contest the validity of this contract after it has been in force during the Insured's lifetime for two years from the Date of Issue except for:

- 1) Any provisions granting benefits in the event of total disability; and
- 2) Fraud in the procurement of this contract, when permitted by applicable law in the state where this contract is delivered or issued for delivery.

2.6 MISSTATEMENT OF AGE OR SEX. If the Insured's age or sex has been misstated, then:

- 1) If misstatement is discovered upon the Insured's death, the Death Proceeds payable will be the amount that premiums paid and dividends credited would have provided using the correct age and sex.
- 2) If misstatement is discovered while the Insured is living, the Face Amount and the amounts of any One-Year Term Insurance and Paid-Up Additions will be the amounts that premiums paid and dividends credited would have provided using the correct age and sex. The Minimum Face Amount requirement does not apply to this provision.

These methods will be revised as necessary for the contract to continue to qualify as life insurance under federal tax rules.

2.7 EXCLUSION: SUICIDE. If the Insured dies by suicide, while sane or insane, within two years after the Date of Issue, the Death Proceeds payable will be the premiums paid less any Debt.

2.8 CHANGE OF RISK CLASS. If page 3 shows a tobacco Risk Class and the Insured has not smoked cigarettes or used any other form of tobacco or nicotine in the last 12 months, you may apply to our Service Center to change to a non-tobacco Risk Class. The change will be effective on the date we approve the application for change.

Section 2.5 Incontestability will apply to a change in Risk Class for two years from its effective date with regard to statements made in the application on which the change is based.

2.9 EXEMPTIONS FROM CLAIMS OF CREDITORS. To the extent permitted by law, the proceeds of this contract and any payments we make under it will not be subject to the claims of creditors or to any legal proceedings.

2.10 FILING A DEATH CLAIM. Notification of death must be given to us at our Service Center. We will provide a claim form upon receiving the death claim notice. After we have received due proof of death, we will begin processing a beneficiary's claim when we receive that beneficiary's completed claim form.

2.11 DELAY OF PAYMENT. Except when used to pay premiums due on contracts with us, we may defer for not more than six months:

- 1) A loan; or
- 2) Payment of the Cash Surrender Value.

2. GENERAL PROVISIONS

(continued)

2.12 MAINTENANCE OF SOLVENCY. If the solvency of the Society becomes impaired, you may be required to make an extra payment. The Board of Directors will determine the amount of any extra payment. It will be based on each member's fair share of the deficiency.

You may make the extra payment by an equivalent reduction in benefits or by a payment in cash. If you do not make the extra payment within 60 days from the date we notify you of your share of the deficiency, the amount will be charged as a loan against the contract with interest compounded at the rate of 5% per year.

2.13 CONTINUATION AFTER ATTAINED AGE

121. If this contract is in force on the Contract Anniversary after the Insured's 121st birthday, it will continue in force after that date. On or after that date:

- 1) No further premiums are payable; and
- 2) You may obtain contract loans, repay Debt, decrease the Face Amount, withdraw dividends, surrender Paid-Up Additions or surrender the contract for its Cash Surrender Value.

3. MEMBERSHIP AND OWNERSHIP

3.1 MEMBERSHIP. The person(s) named in the Application as a member is a benefit member of the Society. Rights and privileges of membership are set forth in the Articles of Incorporation and Bylaws of the Society or in the Application. These rights and privileges are separate from the ownership of this contract.

3.2 OWNERSHIP. The Insured is the owner of this contract unless another owner is named in the Application or ownership is transferred under Section 3.4. While the Insured is living, the owner may exercise all rights set out in this contract. If there are multiple owners, all must act in concert to exercise ownership rights.

3.3 SUCCESSOR OWNER. If you are an owner who is not the Insured, you may name a successor owner who will become the owner of this contract if you die before the Insured. If you do not name a successor owner or no successor owner survives you, then your estate will be the owner upon your death. You may name or change a successor owner by giving Notice. The successor owner must be eligible under our Bylaws. Any designation of successor owner will be effective as of the date you sign the Notice or, if the Notice is not dated, on the date the Notice is received at our Service Center.

3.4 TRANSFER AND ASSIGNMENT. You may transfer ownership of this contract, if the new owner is eligible under our Bylaws, or assign this contract as collateral while the Insured is living by giving Notice. Unless otherwise specified by you, transfer or assignment will be effective as of the date you sign the Notice or, if the Notice is not dated, on the date the Notice is received at our Service Center. We are not responsible for the validity or effect of any assignment, and we are not liable for any payment made or action taken by us before we receive Notice. Any Debt on this contract will have prior claim over any assignment. Society membership rights and privileges cannot be transferred or assigned.

4. PREMIUMS AND REINSTATEMENT

4.1 PREMIUM PAYMENTS. The initial premium is shown on page 3. It is due on or before the Date of Issue. Each subsequent premium is due and payable on the first day of its interval of payment, also shown on page 3. Premiums are payable at our Service Center.

Subject to our published rules, you may change the interval of payment. Premiums paid at intervals other than annual are determined using the Modal Premium Factors shown on page 3. The total amount of premiums due per year at intervals other than annual is greater than the annual premium. At intervals other than annual, premiums are increased for the time value of money and the additional administrative costs of processing more frequent premium payments.

4.2 PREMIUM IN DEFAULT AND GRACE PERIOD. Any premium not paid on or before the date it is due is a premium in default. Except for the initial premium, you may pay the premium in default within a grace period of 31 days after the date it is due. During the grace period, this contract will remain in force. If the premium in default is not paid within the grace period, this contract will terminate at the end of the grace period unless Section 8.5 Nonforfeiture - Premium in Default or Section 11.5 Automatic Premium Loan applies.

4.3 REINSTATEMENT. If this contract has not been surrendered, it may be reinstated within three years after:

- 1) The date the grace period ends if, on that date, the contract terminated or was continued under Section 8.5 Nonforfeiture - Premium in Default; or
- 2) The date the contract terminated under Section 11.6 Termination from Excess Debt.

To reinstate we require:

- 1) An application for reinstatement submitted to us at our Service Center;
- 2) Satisfactory evidence of insurability, if and as required by our standards;
- 3) Payment of all overdue premiums from the date of default (see Section 4.2) or the date of termination from excess Debt (see Section 11.6) to the date of reinstatement with interest compounded at the rate of 6% per year;
- 4) Payment of all Debt existing on the date the contract terminated or the date it was continued under Section 8.5 with interest compounded at this contract's Loan Interest Rate to the date of reinstatement; and
- 5) Payment of any premium due.

The effective date of a reinstatement will be the date the application for reinstatement is approved by us. Reinstatement will include any Additional Benefits that were in force at the end of the grace period and not scheduled to terminate before the effective date of reinstatement.

The following provisions will apply for two years from the date the contract is reinstated:

- 1) Section 2.5 Incontestability with regard to statements made in the application for reinstatement; and
- 2) Section 2.7 Exclusion: Suicide.

5. ADDITIONAL PREMIUM OPTION

5.1 ADDITIONAL PREMIUM OPTION. In addition to the required premiums shown on page 3, you may pay additional premiums on this contract while the contract is in force other than under a nonforfeiture option and before the Termination Date shown for this option on page 5. Net Additional Premiums (see Section 5.2) will be applied to buy Paid-Up Additions at rates not exceeding the rates per \$1000 shown on page 5. If one of the Adjustable Yearly Term Insurance dividend options (9.2i-1 or 9.2i-2) is in effect, a recalculation of the amounts of One-Year Term Insurance and Paid-Up Additions may occur as described in Section 10.4 Rebalancing. Each additional premium is subject to the following:

- 1) If you elect to be billed for additional premiums, the amount billed must be at least \$60 annually. Otherwise, each additional premium must be at least \$300.
- 2) If the premium would result in an increase in the total amount of insurance provided by One-Year Term Insurance and Paid-Up Additions, we require satisfactory evidence of insurability, if and as required by our standards.
- 3) If the Insured is Attained Age 91 or older, we will accept only the portion of the premium that would not result in an increase in the total amount of insurance provided by One-Year Term Insurance and Paid-Up Additions.

4) The Paid-Up Additions will be effective on the later of:

- a) The date the premium is received at our Service Center; and
- b) The date the evidence of insurability requirements under (2), if any, are satisfied.

We will give you a receipt for each additional premium paid. The receipt for billed additional premiums will be given annually.

5) We reserve the right to limit the sum of billed and non-billed additional premiums paid in any Contract Year to the greater of:

- a) \$500; and
- b) The annual premium for this contract for that year.

Section 2.5 Incontestability will apply for two years from the effective date of the Paid-Up Additions with regard to statements made in any application required for that insurance.

5.2 NET ADDITIONAL PREMIUM. The Net Additional Premium is the portion of each additional premium payment that is applied to buy Paid-Up Additions. The Net Additional Premium is equal to the additional premium paid less an expense charge that will not exceed the APO Maximum Expense Charge shown on page 5.

6. DEATH PROCEEDS

6.1 DEATH PROCEEDS. The Death Proceeds payable upon the death of the Insured while this contract is in force is the sum, on the date of death, of:

- 1) The Face Amount;
- 2) Any Accumulated Dividends;
- 3) Any insurance provided by Paid-Up Additions;
- 4) Any One-Year Term Insurance;
- 5) Any insurance on the Insured's life provided by Additional Benefits in this contract; and

6) The portion of premium paid for any period beyond the date of death;

Less the sum of:

- 7) Any Debt; and
- 8) The portion of any due and unpaid premiums for the period up to the date of death.

After Attained Age 121, the Death Proceeds is equal to the Cash Value less any Debt.

Death Proceeds will be reduced by any amounts paid by us after the date of death and before we were notified of the death.

7. DECREASE IN FACE AMOUNT

7.1 DECREASE IN FACE AMOUNT. You may decrease the Face Amount once in each Contract Year. The decrease is subject to the following:

- 1) You must give Notice.
- 2) The Face Amount after the decrease must not be less than the Minimum Face Amount shown on page 4.
- 3) The guaranteed cash value will be reduced to the amount provided for the new Face Amount according to Section 8.6. The amount of the reduction will be applied to buy Paid-Up Additions on the same basis as described in Section 9.2d or, if you elect, will be paid to you in cash. If one of the Adjustable Yearly

Term Insurance dividend options (9.2i-1 or 9.2i-2) is in effect, the purchase of Paid-Up Additions may result in a recalculation of the amounts of One-Year Term Insurance and Paid-Up Additions as described in Section 10.4 Rebalancing.

- 4) The effective date of the decrease will be the date shown on the supplemental contract schedule page that we will send to you. Any premiums paid for coverage no longer provided beyond that date will be refunded to you.

Decreases in Face Amount may affect any dividends credited to this contract.

8. CASH VALUE AND NONFORFEITURE OPTIONS

8.1 CASH VALUE. If all premiums due on this contract have been paid, the Cash Value is the sum of:

- 1) The guaranteed cash value determined according to Section 8.6 Basis of Computations and shown on page 4;
- 2) The cash value of any Paid-Up Additions; and
- 3) Any Accumulated Dividends (see Section 9.2b).

The guaranteed cash value during a Contract Year will be calculated with allowance for lapse of time and payment of premiums since the prior Contract Anniversary. After Attained Age 121, the guaranteed cash value will accumulate at the Nonforfeiture Interest Rate shown on page 4.

When a premium is in default and within 60 days after its due date, the Cash Value will not be less than it was on its due date, less any amounts paid by us since that date. If the contract is in force as Paid-Up Life Insurance, the Cash Value is the net single premium for the Paid-Up Life Insurance based on the Insured's Attained Age.

8.2 WITHDRAWAL OF DIVIDENDS AND SURRENDER OF PAID-UP ADDITIONS. Unless they are held as security for Debt, Accumulated Dividends may be withdrawn and Paid-Up Additions may be surrendered for their cash value. Surrender of Paid-Up Additions may affect any dividends credited to this contract. If one of the Adjustable Yearly Term Insurance dividend options (9.2i-1 or 9.2i-2) is in effect, surrender of Paid-Up Additions may:

- 1) Result in a recalculation of the amounts of One-Year Term Insurance and Paid-Up Additions as described in Section 10.4 Rebalancing; and
- 2) Reduce the Target Amount as described in item (3) of Section 10.1.

8.3 NONFORFEITURE OPTIONS. While the Insured is living and this contract is in force, you may elect one of the nonforfeiture options described in Section 8.4 Nonforfeiture - Election. If any premium remains unpaid at the end of the grace period, Section 8.5 Nonforfeiture - Premium in Default will apply.

8. CASH VALUE AND NONFORFEITURE OPTIONS

(continued)

8.4 NONFORFEITURE - ELECTION. While the Insured is living and this contract is in force, you may give Notice to elect option 8.4a or 8.4b below. Election is effective on the date the Notice is received at our Service Center.

8.4a Cash Surrender Value. You may surrender this contract for its Cash Surrender Value. The Cash Surrender Value on any day is equal to the sum of:

- 1) The Cash Value; and
- 2) If this contract is surrendered or terminated other than on a Contract Anniversary, the pro rata portion of the amount, if any, used to buy One-Year Term Insurance that applies to the rest of the Contract Year;

Less the sum of:

- 1) Any Debt; and
- 2) The portion of any due and unpaid premiums for the period up to that day.

If you elect this option, all insurance coverage will terminate. If you surrender this contract within 30 days after a Contract Anniversary, the Cash Surrender Value will not be less than the Cash Surrender Value on that Contract Anniversary less any amounts paid by us since that anniversary.

8.4b Paid-Up Life Insurance. You may continue this contract in force as paid-up whole life insurance with no further premiums payable. The amount of Paid-Up Life Insurance is determined by using the Cash Surrender Value as a net single premium at the Insured's Attained Age. Paid-Up Life Insurance is not subject to the Minimum Face Amount required for this contract. The amount of Paid-Up Life Insurance may not exceed the sum of:

- 1) The Face Amount;
- 2) Any Accumulated Dividends;
- 3) The amount of any Paid-Up Additions; and
- 4) The amount of any One-Year Term Insurance then in force;

Less:

- 5) Any Debt.

Any Cash Surrender Value in excess of the net single premium for the amount determined above will be paid to you. If you elect this option, any Additional Benefits on this contract will terminate.

Paid-Up Life Insurance is eligible for annual dividends. The Adjustable Yearly Term Insurance dividend options (9.2i-1 and 9.2i-2) and Reduce Premiums dividend options (9.2c, 9.2f, 9.2g, and 9.2h) will not be available if you continue this contract as Paid-Up Life Insurance.

8.5 NONFORFEITURE - PREMIUM IN DEFAULT.

If any premium remains unpaid at the end of the grace period, this contract will remain in force as Paid-Up Life Insurance with no further premiums payable. The amount of Paid-Up Life Insurance is determined by using the Cash Surrender Value as a net single premium at the Insured's Attained Age. It will be determined as of the due date of the premium in default.

If this contract continues in force as Paid-Up Life Insurance, any Additional Benefits on this contract will terminate at the end of the grace period.

8.6 BASIS OF COMPUTATIONS. Guaranteed contract values at the end of the Contract Years indicated and the basis for values, reserves and net single premiums are shown on page 4. Values are based on premiums paid to the end of the Contract Year. Values during a Contract Year will reflect time elapsed and premiums paid since the prior Contract Anniversary. Contract values will be increased by any Accumulated Dividends and Paid-Up Additions, and will be decreased by any Debt and decreases in Face Amount. Cash values and reserves for Paid-Up Additions and Paid-Up Life Insurance are based on net single premiums at the Insured's Attained Age determined on the basis shown on page 4. A detailed statement of the method of computing values has been filed with the insurance supervisory officials in the state in which this contract is issued. Values are not less than the minimum values required by law.

9. DIVIDENDS

9.1 DIVIDENDS. Each year we will determine the amount and allocation of our divisible surplus. This contract's share, if any, will be credited as a dividend on the Contract Anniversary. The dividend may be affected by any Debt during the Contract Year, by any changes in Paid-Up Additions, and by any decreases in Face Amount.

Our Board of Directors decides the amount and appropriate allocation of divisible surplus. The method and formula for determining dividends are not guaranteed and may change from time to time. The payment of a dividend on this contract is not guaranteed even if there is divisible surplus.

9.2 DIVIDEND OPTIONS. Dividends will be applied under option 9.2i-1 Adjustable Yearly Term Insurance / Paid-Up Additions. You may change the dividend option to any available option listed below by giving Notice. The change will be effective on the next Contract Anniversary after the date we receive your Notice.

9.2a Paid In Cash. Dividends are paid in cash.

9.2b Accumulate At Interest. Dividends are left on deposit with us to accumulate at interest outside the contract (Accumulated Dividends). The interest rate credited will not be less than 3.5% per year.

Dividends and interest credited to Accumulated Dividends are subject to Federal income taxation in the year in which they are credited. We report these amounts annually to the Internal Revenue Service.

9.2c Reduce Premiums. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be paid to you in cash. If the dividend is less than the premium due, you will be billed for the balance due.

9.2d Buy Paid-Up Additions. Dividends are used as a net single premium at the Insured's Attained Age to buy Paid-Up Additions.

Net single premiums and reserves for Paid-Up Additions purchased by dividends are computed as stated in Section 8.6 Basis of Computations.

9.2e Reduce Debt. Dividends are used to reduce Debt. If the dividend exceeds the Debt, the excess will be paid to you in cash.

9.2f Reduce Premiums / Buy Paid-Up Additions. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be applied under option 9.2d Buy Paid-Up Additions. If the dividend is less than the premium due, you will be billed for the balance due.

9.2g Reduce Premiums / Buy Paid-Up Additions / Surrender Paid-Up Additions. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be applied under option 9.2d Buy Paid-Up Additions. If the dividend is less than the premium due, Paid-Up Additions will be surrendered as follows:

- 1) If the cash value of Paid-Up Additions not held as security for Debt exceeds the balance of the premium due, the amount of Paid-Up Additions with cash value equal to the balance due will be surrendered and used to pay the balance; otherwise
- 2) All Paid-Up Additions not held as security for Debt will be surrendered and the cash value of the additions will be used to reduce the premium. You will be billed for the balance due.

9.2h Reduce Premiums / Reduce Debt. Dividends are used to reduce premiums. If the dividend exceeds the premium due, the excess will be applied under option 9.2e Reduce Debt. If the dividend is less than the premium due, you will be billed for the balance due.

9.2i Adjustable Yearly Term Insurance Options. Dividends are used to increase the Available Cash. The Available Cash is used to buy new amounts of One-Year Term Insurance and Paid-Up Additions that replace the amounts previously in effect, and under dividend option 9.2i-2 may be used to reduce premiums.

If the Available Cash is less than the cost of the Target Amount of One-Year Term Insurance, we will notify you of the amount required to pay the balance of the cost at least 60 days before the Contract Anniversary when the amount is due. The required amount will include an expense charge that will not exceed 5%. If we receive the required amount before the Contract Anniversary, the Target Amount of One-Year Term Insurance will be purchased. If we do not receive the required amount before the Contract Anniversary, the Target Amount will be reduced on that anniversary to the amount of One-Year Term Insurance purchased by the Available Cash.

(continued)

9. DIVIDENDS

(continued)

Within 90 days after the Target Amount is reduced, you may reinstate the Target Amount to its level before that anniversary. To reinstate the Target Amount, we require:

- 1) An application for reinstatement submitted to us at our Service Center;
- 2) Satisfactory evidence of insurability, if and as required by our standards; and
- 3) Payment of the required amount.

If premiums on this contract are being waived under a disability waiver benefit rider, the amount required to pay the balance of the cost of the One-Year Term Insurance will be treated as a scheduled premium that is waived under that rider.

If the Available Cash is greater than or equal to the cost of the Target Amount of One-Year Term Insurance, the Available Cash will be applied under the Adjustable Yearly Term Insurance option that you elected:

9.2i-1 Adjustable Yearly Term Insurance / Paid-Up Additions. The Available Cash will be used to buy One-Year Term Insurance and Paid-Up Additions in amounts such that their sum will equal the Target Amount. However, if the amount of Paid-Up Additions that can be purchased by the Available Cash is at least equal to the Target Amount, then only Paid-Up Additions will be purchased.

9.2i-2 Adjustable Yearly Term Insurance / Reduce Premiums / Paid-Up Additions. If the Available Cash is less than the sum of the annual premium due and the cost of the Target Amount of One-Year Term Insurance, the Available Cash will buy the Target Amount of One-Year Term Insurance. The balance of the Available Cash will be used to reduce the premium, and we will bill you for the balance of the premium due.

If the Available Cash is greater than or equal to the sum of the annual premium due and the cost of the Target Amount of One-Year Term Insurance, the Available Cash will be used to pay the premium due and the excess of the Available Cash over the premium due will buy One-Year Term Insurance and Paid-Up Additions in amounts such that their sum will equal the Target Amount. However, if the amount of Paid-Up Additions that can be purchased by the excess of the Available Cash over the premium due is at least equal to the Target Amount, then only Paid-Up Additions will be purchased.

Net single premiums and reserves for Paid-Up Additions purchased by the Available Cash are computed as stated in Section 8.6 Basis of Computations.

The Adjustable Yearly Term Insurance dividend options will not be available on this contract on or after the earlier of:

- 1) The date a dividend option other than one of the Adjustable Yearly Term Insurance options (9.2i-1 or 9.2i-2) becomes effective; and
- 2) The date the Insured reaches Attained Age 100.

At Attained Age 100, the dividend option will change as follows unless you elect otherwise:

- 1) If dividends had been applied under option 9.2i-1, dividends will be applied under option 9.2d Buy Paid-Up Additions; or
- 2) If dividends had been applied under option 9.2i-2, dividends will be applied under 9.2g Reduce Premiums / Buy Paid-Up Additions / Surrender Paid-Up Additions.

9.2j Other Options. Dividends may be applied under any other dividend options that we make available on this contract.

10. TARGET AMOUNT AND ONE-YEAR TERM INSURANCE

This section applies only if one of the Adjustable Yearly Term Insurance dividend options (9.2i-1 or 9.2i-2) is in effect.

10.1 TARGET AMOUNT. The Target Amount is used to calculate the amounts of One-Year Term Insurance and Paid-Up Additions. The Target Amount on the Date of Issue is equal to the amount shown on page 3. You may not increase the Target Amount. The Target Amount will decrease if:

- 1) The Available Cash on any Contract Anniversary is less than the cost of the Target Amount of One-Year Term Insurance and we did not receive the amount required to pay the balance of the cost by that Contract Anniversary. The Target Amount will be reduced to the amount of One-Year Term Insurance purchased by the Available Cash as described in Section 9.2i Adjustable Yearly Term Insurance Options;
- 2) You convert a portion of the One-Year Term Insurance. The Target Amount will be reduced as described in Section 10.6 Conversion of One-Year Term Insurance;
- 3) You surrender Paid-Up Additions and one of the following applies:
 - a) Premiums on this contract are being waived under a disability waiver benefit rider. The Target Amount will be reduced by an amount equal to the amount of Paid-Up Additions surrendered; or
 - b) The resulting Available Cash is less than the cost of the Target Amount of One-Year Term Insurance. The Target Amount will be reduced to the amount of One-Year Term Insurance that can be purchased by the Available Cash; or
- 4) You give Notice to decrease the Target Amount. The decrease is subject to the following:
 - a) The decrease will be effective on the date we receive your Notice;
 - b) The Target Amount after the decrease must not be less than the minimum for this contract according to our published rules; and
 - c) A recalculation of the amounts of One-Year Term Insurance and Paid-Up Additions may occur as described in Section 10.4 Rebalancing.

10.2 AMOUNT OF ONE-YEAR TERM INSURANCE. The amount of One-Year Term Insurance on the Date of Issue is equal to the Target Amount. Thereafter, the amount of One-Year Term Insurance adjusts so that the total amount of One-Year Term Insurance and Paid-Up Additions remains equal to the Target Amount, according to Section 9.2i Adjustable Yearly Term Insurance Options and Section 10.4 Rebalancing. If the amount of Paid-Up Additions is greater than or equal to the Target Amount, the amount of One-Year Term Insurance will be zero.

10.3 COST OF ONE-YEAR TERM INSURANCE. The premium for the first year of One-Year Term Insurance is shown on page 3 and is due on or before the Date of Issue. Thereafter, a portion of the Available Cash will be used to buy One-Year Term Insurance as described in Section 9.2i Adjustable Yearly Term Insurance Options and Section 10.4 Rebalancing. Rates per \$1,000 of One-Year Term Insurance will not exceed the net single premium for one-year term insurance at the Attained Age, determined according to Section 8.6 Basis of Computations.

10.4 REBALANCING. If a change in the Target Amount or Paid-Up Additions is effective on a date other than a Contract Anniversary, a recalculation of the amounts of One-Year Term Insurance and Paid-Up Additions will occur. The Available Cash will be used to buy new amounts of One-Year Term Insurance and Paid-Up Additions such that their sum will equal the Target Amount, replacing the amounts previously in effect. However, if the amount of Paid-Up Additions that can be purchased by the Available Cash is at least equal to the Target Amount, then only Paid-Up Additions will be purchased. If the Available Cash is less than the cost of the Target Amount of One-Year Term Insurance, the Target Amount will be reduced to the amount of One-Year Term Insurance purchased by the Available Cash.

Net single premiums and reserves for Paid-Up Additions purchased by the Available Cash are computed as stated in Section 8.6 Basis of Computations.

10. TARGET AMOUNT AND ONE-YEAR TERM INSURANCE

(continued)

10.5 TERMINATION OF ONE-YEAR TERM INSURANCE. One-Year Term Insurance will terminate and will no longer be available on the earliest of:

- 1) The date a dividend option other than one of the Adjustable Yearly Term Insurance options (9.2i-1 or 9.2i-2) becomes effective;
- 2) The date the Insured reaches Attained Age 100;
- 3) The date the full amount of One-Year Term Insurance is converted (see Section 10.6);
- 4) The date this contract becomes Paid-Up Life Insurance (see Section 8.4b and Section 8.5); and
- 5) The date this contract terminates.

10.6 CONVERSION OF ONE-YEAR TERM INSURANCE. On or after the first Contract Anniversary, you may convert some or all of the One-Year Term Insurance to:

- 1) Any life insurance contract, other than term insurance, that we offer for conversion at the time of conversion, subject to the minimum issue amount required for the new contract. We guarantee that we will offer at least one contract for conversion. The new contract will be on the life of the Insured with no evidence of insurability required for the converted amount; or
- 2) An increase in the face amount of a contract on the life of the Insured that includes provision for increasing the face amount. Conversion to an increase in face amount is subject to the conditions of increase in that provision except that no evidence of insurability will be required for the converted amount.

Conversion is subject to the following:

- 1) You must submit an application to us at our Service Center.
- 2) Conversion must be made while this contract is in force and before Attained Age 75.
- 3) No premium may be in default at the time of conversion.

- 4) If you convert the full amount of One-Year Term Insurance, the dividend option will change as follows unless you elect otherwise:
 - a) If dividends had been applied under option 9.2i-1, dividends will be applied under option 9.2d Buy Paid-Up Additions; or
 - b) If dividends had been applied under option 9.2i-2, dividends will be applied under 9.2g Reduce Premiums / Buy Paid-Up Additions / Surrender Paid-Up Additions.

If conversion is effective on a date other than a Contract Anniversary, we will refund to you the pro rata portion of the amount used to buy One-Year Term Insurance that applies to the rest of the Contract Year.

- 5) If you convert a portion of the One-Year Term Insurance, the Target Amount will be reduced by the amount of the conversion. The Target Amount remaining after conversion must not be less than the minimum for this contract according to our published rules. If conversion is effective on a date other than a Contract Anniversary, the reduction in the Target Amount will result in a recalculation of the amounts of One-Year Term Insurance and Paid-Up Additions as described in Section 10.4 Rebalancing.
- 6) If you convert to a new contract, the date of issue will be the date of conversion and the issue age will be the Insured's age on that date. If you convert to an increase in face amount on an existing contract, the effective date of the increase will be the date of conversion and the issue age will be the Insured's age on the date of the increase according to the provisions of that contract. Premiums or costs of insurance will be based on rates in effect on the date of conversion.
- 7) The first premium for the new insurance will be due on the date of issue of the new insurance.
- 8) The risk class for the new insurance will be the same as for this contract or, if that class is not offered by us, the most comparable risk class then available. If any exclusion rider applies to this contract, the new insurance will also have such an exclusion rider.

(continued)

10. TARGET AMOUNT AND ONE-YEAR TERM INSURANCE**(continued)**

- 9) The new contract or face amount will have its own Incontestability and Suicide provisions measured from the date of issue. As used in those provisions, the date of issue of the coverage resulting from conversion from this contract will be the Date of Issue of this contract.
- 10) If any additional benefits are included in the new contract or would apply to the converted amount of an existing contract, we require satisfactory evidence of insurability, if and as required by our standards.

11. LOANS AND DEBT

11.1 CONTRACT LOANS. While this contract is in force, you may obtain a loan from us with this contract as sole security if:

- 1) The amount of the loan is at least \$200; and
- 2) The loan does not increase Debt to more than the Loan Value.

Debt may affect any dividends credited to this contract.

11.2 LOAN VALUE. The Loan Value is equal to:

- 1) The Cash Value as of the next Contract Anniversary discounted to the date of the loan at the Loan Interest Rate;

Less:

- 2) Any due and unpaid premiums up to that anniversary.

11.3 ACCRUED INTEREST. Interest on Debt accrues daily. It is payable on each Contract Anniversary and on the day the Debt is paid in full. If interest is not paid when due, it will be added to the Debt. The Loan Interest Rate charged on Debt is shown on page 4.

11.4 REPAYMENT OF DEBT. All or part of the Debt may be repaid at any time while the Insured is living. If there is Debt on this contract, any payments that we receive that are not required to keep this contract in force will be considered repayment of Debt unless you notify us otherwise. Upon death or surrender, any Debt will be deducted from the proceeds.

11.5 AUTOMATIC PREMIUM LOAN. If you elect this option, any premium due and unpaid at the end of the grace period will be paid and charged as a contract loan as of the due date of the unpaid premium. If the premium due exceeds the Loan Value, the premium for another interval of payment allowed by this contract for which the Loan Value is sufficient will be paid and charged as a contract loan. If the Loan Value is not sufficient to pay the premium on any allowable interval of payment, the premium will be prorated to the date on which the Cash Value will equal the Debt.

You may elect or revoke this provision by giving Notice.

11.6 TERMINATION FROM EXCESS DEBT. This contract will terminate without value if:

- 1) The Debt exceeds the Cash Value; and
- 2) A grace period of thirty-one days has elapsed since we mailed a notice to you and the assignee, if any, at the address(es) last known to us.

12. BENEFICIARY

12.1 BENEFICIARY. One or more beneficiaries are named in the Application. You may change the beneficiary by giving Notice while the Insured is living. The new beneficiary must be eligible under our Bylaws. The effective date of the change will be the date you sign the Notice or, if the Notice is not dated, the date it is received at our Service Center. We will not be liable for any payment made or action taken by us before we receive Notice.

12.2 SUCCESSION OF BENEFICIARIES. You may designate one or more beneficiaries to receive the Death Proceeds. You will classify each beneficiary as primary or contingent. Upon the Insured's death, we will pay the Death Proceeds to the beneficiaries of the Insured as follows:

- 1) Proceeds will be paid to the primary beneficiaries who are then alive.
- 2) If no primary beneficiaries are living, proceeds will be paid to the surviving contingent beneficiaries.
- 3) If no beneficiary survives, proceeds will be paid to the owner or, if the Insured is the owner, to the Insured's estate.

Other designations or successions of beneficiaries may be arranged with us. Any beneficiary who dies simultaneously with the Insured or within 15 days after the Insured dies and before Death Proceeds have been paid will be deemed to have died before the Insured.

12.3 SHARE OF PROCEEDS. Unless you specify otherwise, each beneficiary in the same class of beneficiaries will have an equal share in any Death Proceeds payable.

13. SETTLEMENT PROVISIONS

13.1 PAYMENT OF PROCEEDS. Proceeds from death or surrender are payable in a lump sum unless otherwise provided. On Death Proceeds, we will pay interest from the date of death until the date of settlement. Interest will be paid at the rate payable in Option 1 - Interest Income (see Section 13.2). We will pay Death Proceeds or apply the Death Proceeds under a settlement option within 30 days after the latest of:

- 1) The date we receive due proof of death;
- 2) The date we receive sufficient information to determine our liability and the payee legally entitled to proceeds; and
- 3) The date that any legal impediments to payment of proceeds that are dependent upon action by parties other than us are resolved and we are provided with sufficient evidence of that resolution.

If we do not pay Death Proceeds or apply the Death Proceeds under a settlement option within the 30 days, interest will be paid at 8% per year instead of the rate payable in Option 1 - Interest Income.

Instead of a lump sum, we may pay proceeds of \$2,000 or more under any settlement option in Section 13.2 by means of a settlement agreement that we will issue. Income provided under settlement options 2 through 6 will not be less than the income that would be provided if the proceeds were used to buy a single premium immediate annuity contract that:

- 1) Is offered by us at the time of settlement to the same class of annuitants; and
- 2) Provides the same structure of benefits as the settlement option elected.

13. SETTLEMENT PROVISIONS

(continued)

13.2 OPTIONAL PLANS OF SETTLEMENT.

Proceeds payable under a settlement option may be paid under one or more of the following options.

Option 1 - Interest Income. The proceeds may be left on deposit. Interest earned may be paid in cash at regular intervals or left to accumulate at interest. We will pay interest at a rate not less than 1% per year. All or part of these proceeds may be withdrawn upon request.

Option 2 - Income of a Fixed Amount. We will pay an income of a fixed amount at agreed upon intervals. Interest will be credited on the unpaid balance at a rate not less than 1% per year. Income will be paid until the proceeds and interest are paid in full. After the first payment is made, this option may not be changed except as described in Section 13.4.

Option 3 - Income For a Fixed Period. We will pay an income for a fixed period, not to exceed 360 months or, if greater, the life expectancy of the payee. Guaranteed payments for fixed periods are shown in the table for this option on page 21. Interest will be credited on the unpaid balance at a rate not less than 1% per year and the income will not be less than the amount shown. After the first payment is made, this option may not be changed except as described in Section 13.4.

Option 4 - Life Income with Guaranteed Period. We will pay an income for the lifetime of the payee. A guaranteed period of up to 360 months may be elected. If the payee dies during the guaranteed period, payments will be continued to the end of the period and will be paid to the payee's beneficiary. After the first payment is made, this option may not be changed except as described in Section 13.4.

Guaranteed payments for selected ages and guaranteed periods of 10 and 20 years are shown on page 22. The incomes are based on the Annuity 2000 Table and an effective annual interest rate of 2% using the sex and Adjusted Age of the payee on the date the first payment is due.

Option 5 - Joint and Survivor Life Income with Guaranteed Period. We will pay an income as long as at least one of the two payees is alive. A guaranteed period of up to 360 months may be elected. If one payee dies during the guaranteed period, payments will continue for the lifetime of the surviving payee. Before the first payment is made under this option, a reduction factor may be elected that will reduce any payments made after the guaranteed period by the elected reduction factor if only one payee is then living. Payments made during the guaranteed period will be larger if a reduction factor is elected. If both payees die during the guaranteed period, payments will be continued to the end of that period and will be paid to the payee's beneficiary. After the first payment is made, this option may not be changed except as described in Section 13.4.

Guaranteed payments for male and female payees at selected ages and guaranteed periods of 10 and 20 years are shown on page 22. The incomes are based on the Annuity 2000 Table and an effective annual interest rate of 2% using the sex and Adjusted Age of each payee on the date the first payment is due.

Adjusted Age. As used in Options 4 and 5, Adjusted Age is the age nearest birthday decreased by the adjustment shown below:

<u>Year of First Payment</u>	<u>Age Adjustment</u>
2010-2019	0
2020-2029	1
2030-2039	2
2040-2049	3
2050-2059	4
2060-2069*	5

* For each succeeding decade, the age adjustment continues to increase by 1.

Option 6 - Other Options. The proceeds may be paid under any other settlement option agreeable to us.

13. SETTLEMENT PROVISIONS

(continued)

13.3 ELECTION OF AN OPTION. You may elect an option by giving Notice during the Insured's lifetime. The option must be elected before proceeds become payable. Assignees and third-party owners may elect an option only with our consent. Each payee under Options 4 and 5 must be a natural person.

If Death Proceeds are payable, the beneficiary may elect a settlement option provided that:

- 1) The manner of settlement has not been restricted before the Insured's death; and
- 2) Death Proceeds have not been paid.

Election of an option is subject to these conditions:

- 1) Payments must not be less than \$50; and
- 2) Payments are made only at annual, semiannual, quarterly or monthly intervals.

If the beneficiary does not receive Death Proceeds or elect a settlement option by the date one year after we receive proof of the Insured's death, Death Proceeds will then be calculated and applied under Option 1 - Interest Income.

13.4 SURRENDER OF A SETTLEMENT OPTION. If we are paying an income under Options 2 or 3, a payee may later elect to receive a full or partial surrender of the value of the remaining payments, unless the income elected was irrevocable. The lump sum payable on any day is the present value of the remaining payments based on the interest rate used to determine the income payable plus 0.50%. If the payee elects to receive a partial surrender, then the number of future payments under Option 2 or the amount of future payments under Option 3 will be reduced to reflect the amount of the partial surrender.

If we are paying an income under Options 4, 5, or any other life income option with a guaranteed period, then during the guaranteed period a payee may elect to receive a lump sum in lieu of continuing payments, unless the life income elected was irrevocable. The lump sum payable on any day is the present value of payments remaining in the guaranteed period. The value will be based on the interest rate used to determine the income payable plus 0.50%.

OPTION 3

Guaranteed Monthly Payments for Each \$1,000 of Proceeds

Years Payable	Monthly Payment								
1	83.71	7	12.31	13	6.83	19	4.81	25	3.76
2	42.06	8	10.83	14	6.37	20	4.59	26	3.63
3	28.18	9	9.67	15	5.97	21	4.39	27	3.51
4	21.24	10	8.75	16	5.63	22	4.21	28	3.40
5	17.07	11	7.99	17	5.32	23	4.05	29	3.30
6	14.30	12	7.36	18	5.05	24	3.90	30	3.21

Annual, Semiannual or Quarterly payments are 11.918, 5.981 and 2.996 respectively, times the Monthly payments.

OPTION 4

Male Payee - Monthly Life Income

GUARANTEED MONTHLY LIFE INCOME FOR EACH \$1,000 OF PROCEEDS								
Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years
40	2.91	2.88	65	4.81	4.31	75	6.39	4.84
45	3.14	3.09	66	4.94	4.38	76	6.57	4.88
50	3.42	3.34	67	5.08	4.44	77	6.75	4.91
55	3.77	3.64	68	5.23	4.50	78	6.93	4.93
			69	5.38	4.56	79	7.11	4.95
60	4.23	3.97	70	5.54	4.62	80	7.28	4.97
61	4.33	4.03	71	5.70	4.67	85	8.09	5.02
62	4.44	4.10	72	5.87	4.72	90	8.66	5.04
63	4.56	4.17	73	6.04	4.77	95	9.01	5.04
64	4.68	4.24	74	6.21	4.81			

Female Payee - Monthly Life Income

GUARANTEED MONTHLY LIFE INCOME FOR EACH \$1,000 OF PROCEEDS								
Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years	Adjusted Age of Payee on Date of Settlement	Payments Guaranteed for 10 years	Payments Guaranteed for 20 years
40	2.75	2.74	65	4.42	4.12	75	5.96	4.78
45	2.95	2.93	66	4.54	4.20	76	6.15	4.82
50	3.19	3.15	67	4.66	4.27	77	6.35	4.86
55	3.50	3.43	68	4.80	4.35	78	6.55	4.90
			69	4.94	4.42	79	6.76	4.92
60	3.90	3.75	70	5.09	4.49	80	6.96	4.95
61	3.99	3.83	71	5.25	4.56	85	7.92	5.02
62	4.09	3.90	72	5.42	4.62	90	8.60	5.04
63	4.19	3.97	73	5.59	4.68	95	8.98	5.04
64	4.30	4.05	74	5.77	4.73			

OPTION 5

Male and Female Payees - Monthly Life Income

Guaranteed Monthly Life Income for Each \$1,000 of Proceeds								
Adjusted Age of Male Payee on Date of Settlement	Payments Guaranteed for 10 Years				Payments Guaranteed for 20 Years			
	Adjusted Age of Female Payee on Date of Settlement				Adjusted Age of Female Payee on Date of Settlement			
	60	65	70	75	60	65	70	75
60	3.49	3.70	3.88	4.02	3.47	3.65	3.80	3.90
65	3.63	3.91	4.19	4.43	3.59	3.84	4.05	4.20
70	3.73	4.09	4.48	4.85	3.67	3.98	4.26	4.46
75	3.81	4.23	4.72	5.23	3.72	4.06	4.39	4.64

Rates not shown will be calculated on the same basis as the above rates and will be provided upon request.

Whole Life Insurance plus Term Protection.
Premiums payable as shown on page 3.
Additional premium option.
Eligible for annual dividends.
Settlement options to provide income.

SERFF Tracking Number: THRV-128363517 State: Arkansas
 Filing Company: Thrivent Financial for Lutherans State Tracking Number:
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Whole Life Plus (2012)
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
AR Rule & Reg 19 Ctf.pdf		
AR WLP Flesch Ctf.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Application for Individual Life Insurance, form 20538 R10-08, approved 6/06/2008.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachment:		
WLP Actuarial Memo.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
AR WLP SOV.pdf		

ARKANSAS

CERTIFICATION OF ARKANSAS INSURANCE RULE AND REGULATION 19

I certify, to the best of my knowledge and belief, that this filing meets the provisions of Arkansas Insurance Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

A handwritten signature in black ink that reads "David J. Christianson". The signature is written in a cursive style with a large initial "D" and a long horizontal flourish at the end.

David J. Christianson, FSA, MAAA, CLU
Director, Contract Forms and Compliance
Product and Solutions Management

Date: 7/03/2012

ARKANSAS

Certification

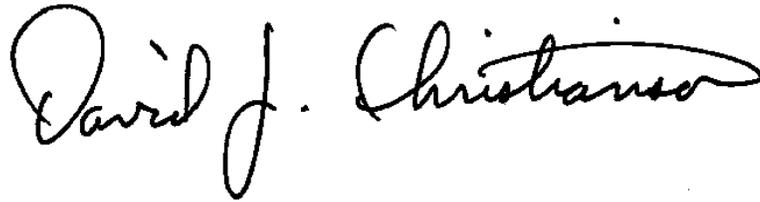
I, David J. Christianson, an officer of Thrivent Financial for Lutherans, hereby certify that the following form has the following readability score as calculated by the Flesch Reading Ease Test and that this form complies with the requirements of Arkansas Code Ann. 23-80-206.

Form

Flesch Score

L-WP-WLP (12)

51



7/03/2012

Date

David J. Christianson
Director, Contract Forms and Compliance

Statement of Variability

Whole Life Insurance plus Term Protection Contract, Form L-WP-WLP (12)

The following items have been bracketed to indicate that the information may be different in different contracts or may be subject to change.

Items on Face Page

1. For replacements, the **period** bracketed in the Right to Cancel provision will be changed from 10th day to 30th day
2. Service Center **address** and **telephone number** may be changed.
3. **Officers' signatures** will change if new officers are elected.
4. **INSURED, AGE, SEX, and CONTRACT NUMBER** are specific to each insured. This wording also appears on Pages 3, 4 and 5.
5. **DATE OF ISSUE** is the date the application is signed. This wording also appears on Pages 3, 4 and 5.
6. **INITIAL INSURANCE AMOUNT**
The sum of the face amount and the target amount. This wording also appears on Pages 3, 4 and 5.

Items on Page 3

7. **FACE AMOUNT**
\$50,000 minimum – maximum is subject to financial underwriting, suitability and reinsurance.
8. **PREMIUM FOR FACE AMOUNT PAYABLE TO [MM/DD/YYYY]**
This date will be the contract anniversary on or after the insured reaches contract age 121. The premium is based on insured's age, sex, risk class, and face amount band (face amount + target amount).
9. **TARGET AMOUNT+**
\$25,000 minimum – maximum will vary by issue age as stated below.
For issue ages 18-55, the maximum is 3 times the base face amount.
For issue ages 56-65, the maximum is 2 times the base face amount.
For issue ages 66+, the maximum is 1 times the base face amount.
10. **RISK CLASS**
Super-Preferred Non-Tobacco, Preferred Non-Tobacco, Standard Non-Tobacco, Preferred Tobacco, or Standard Tobacco
11. **ADDITIONAL BENEFITS**
DETAILS OF THE FOLLOWING ADDITIONAL BENEFIT RIDERS ARE GIVEN ON SEPARATE SCHEDULE PAGES:
This wording will appear only when one or more riders are elected. The form number of each rider will be listed and premium if applicable.
12. **ANNUAL PREMIUM (WITHOUT ONE-YEAR TERM INSURANCE)**
The sum of the premium for the Face Amount and the premium for any Additional Benefits.
13. **INTERVAL OF PAYMENT (MODE)**
Annual, Semi-annual, Quarterly, or Monthly

14. **MODAL PREMIUM***

Based on interval of payment (mode). Semi-annual premium is 51.50% of annual premium.

Quarterly premium is 26.20% of annual premium. Monthly premium is 8.75% of annual premium.

15. **PREMIUM FOR ONE-YEAR TERM INSURANCE+**

Based on insured's age, sex, risk class and face amount band (face amount + target amount).

16. **INITIAL PREMIUM**

Sum of the Modal Premium and the Premium for One-Year Term Insurance.

17. **Telephone Number** of state Insurance Department may change.

Items on Page 4

18. **END OF CONTRACT YEAR**

The number of years from the date of issue or the attained age of the insured (when ages 55, 60, 65 and 70 are after the date of issue).

19. **CONTRACT ANNIVERSARY**

The same month and day of each year after issue as in the Date of Issue.

20. **CASH VALUE**

Based on the face amount of the contract. Assumptions are described below the Table of Values.

21. **PAID-UP LIFE INSURANCE**

Based on the face amount of the contract. Assumptions are described below the Table of Values.

22. The 2001 CSO S & U ALB Mortality Tables for cash value and reserves and the 2001 CSO U ALB Mortality Tables for net single premiums used in the second paragraph below the Table of Value will be:

- for male non-tobacco issue ages 18 and over: (M) Non-Smoker
- for female non-tobacco issue ages 18 and over: (F) Non-Smoker
- for male tobacco issue ages 18 and over: (M) Smoker
- for female tobacco issue ages 18 and over: (F) Smoker

Items on Page 5

23. **Rate per \$1,000** vary by issue age, sex, tobacco/non-tobacco.

24. **OPTION TERMINATION DATE**

This date will be the contract anniversary on or after the insured reaches contract age 100.

Any minor typographical errors that are discovered in this form will be corrected.