

**State:** Arkansas **Filing Company:** TIAA-CREF Life Insurance Company  
**TOI/Sub-TOI:** L06G Group Life - Variable/L06G.202 Joint (Last Survivor) - Flexible Premium  
**Product Name:** TIAA-CREF Survivorship Variable Universal Life  
**Project Name/Number:** TIAA-CREF Survivorship Variable Universal Life/TGMJVUL-2012

## Filing at a Glance

Company: TIAA-CREF Life Insurance Company  
Product Name: TIAA-CREF Survivorship Variable Universal Life  
State: Arkansas  
TOI: L06G Group Life - Variable  
Sub-TOI: L06G.202 Joint (Last Survivor) - Flexible Premium  
Filing Type: Form  
Date Submitted: 08/17/2012  
SERFF Tr Num: TCRE-128620695  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: TGMJVUL-2012  
  
Implementation: On Approval  
Date Requested:  
Author(s): Patrick McGroarty, Peretz Perl, Karen Modric, Dee Sinkoe  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 08/27/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

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## General Information

Project Name: TIAA-CREF Survivorship Variable Universal Life Status of Filing in Domicile: Not Filed  
Project Number: TGMJVUL-2012 Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Group Market Type: Discretionary Overall Rate Impact:  
Filing Status Changed: 08/27/2012  
State Status Changed: 08/27/2012 Deemer Date:  
Created By: Dee Sinkoe Submitted By: Karen Modric  
Corresponding Filing Tracking Number: TCRE-128620659

### Filing Description:

Enclosed are the following TIAA-CREF Life Insurance Company Last Survivor Life Insurance forms described below. These certificates, riders and endorsement are new and will not replace any forms previously approved by your Department. We plan to introduce these forms during the fourth quarter of 2012.

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)

The attached certificate, endorsement, riders and applications are to be issued under a master group contract issued to Citigroup Trust Delaware, N.A. ("Trustee"). The trust company will serve as contract owner on behalf of the group consisting of the clients of M Financial Holdings, an independent insurance distributor, a third party financial service organization.

TGMJVUL-2012 - Flexible Premium Last Survivor Variable Universal Life Insurance Certificate, non-participating. Certificate form TGMJVUL-2012 will be marketed with an illustration.

The certificate provides adjustable life insurance coverage on two insureds while the certificate is in force. The proceeds payable on death of the last surviving insured 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 holder will select either Option A, with death benefits equal to the face amount; Option B, with death benefits equal to the sum of the certificate value and the face amount; or Option C, with death benefits equal to the sum of the face amount and premiums paid. The death benefit thus computed will be adjusted, if necessary, to comply with the Internal Revenue Code ("IRC") "definition of life insurance" as amended in Section 7702 by the Deficit Reduction Tax Act of 1984. 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 younger 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 5-10. Pages 5-11 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 TGMJVUL-2012.

Certificate TGMJVUL-2012 contains the following benefits:

Accelerated Death Benefit Option - As a supplemental benefit the owner may accelerate the available proceeds if the surviving

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insured under form TGMJVUL-2012 is terminally ill. Please refer to the Actuarial memorandum for additional details.

Charitable Benefit -- In addition to the death benefit described above, the certificate will pay an extra benefit upon death of the last surviving 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 the younger insured's 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 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 These riders are for use with our Last Survivor Variable Universal Life Insurance Certificate, TGMJVUL-2012 and our Last Survivor Universal Life Insurance Certificate, number TGMJUL-2012 being filed separately under SERFF tracking number TCRE-128620659.

TCL-MGJAL.1 - Last Survivor Aviation Limitation Endorsement. - If death of the first insured to die occurs while that insured is engaged in aviation activities as defined by this endorsement, this endorsement discontinues the original last survivor certificate and allows the owner to replace the original last survivor certificate with a single life certificate on the life of the surviving insured. If death of the second insured to die occurs while that insured is engaged in aviation activities as defined by this endorsement, this endorsement pays a limited death benefit in place of the certificate death benefit.

TCL-MGSPLIT.1 - Certificate Split Option Rider. The Certificate Split Option allows the owner to exchange the original last survivor certificate for a new single life certificate on each insured within six months of the insureds' divorce or business dissolution subject to conditions specified in the option. There is no additional charge for this option. The cost to the company for this option is expected to be small and covered by the cost factors in the certificate. This option will be automatically included with every certificate.

TCL-MGENSPLIT.1 - Enhanced Certificate Split Option Rider This option is available at issue for no additional charge and allows for a certificate split in the case of significant changes in the Federal Unlimited Marital Deduction.

TCL-MGESTPROT.1 - Estate Protection Rider. The Estate Protection Rider provides an additional death benefit payable on the death of the last surviving insured equal to the Protection Percentage contained in the rider multiplied by the face amount of the certificate. The additional death benefit is provided from the issue date to the termination date shown in the rider.

TMCJREPEND-2012 – Replacement Endorsement will be used when the certificate owner has replaced a previous life insurance product with TGMJVUL-2012. This Endorsement is for use with our Last Survivor Variable Universal Life Insurance Certificate TGMJVUL-2012.

Currently, under non replacement situations during the free look period we are required to return premiums paid. However, pursuant to your states' replacement regulation 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. The

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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

TCL-MFGFAP-G.2 - LIFE INSURANCE ENROLLMENT FORM – PART I. Upon approval, enrollment form TCL-MFGFAP-G.2 will be used when applying for the certificate forms TGMJVUL-2012 and TGMJUL-2012 (being filed separately under SERFF tracking number TCRE-128620659). They will also be used with Form TGMVUL2011 approved on 1/20/12 under Tracking number TCRE-127971740 and Form TGMUL2011 approved on 1/19/12 under Tracking number TCRE-127985738.

We intend to use the following applications to support TCL-MFGFAP-G.2.

TCL-MFGAMD-G.2 AMENDMENT TO ENROLLMENT FORM

TCL-MFGAOW-G.2 AMENDMENT TO ENROLLMENT Form

TCL-MFGARS-G.2 AGENT'S SECTION

TCL-MFGRAV-G.2 SUPPLEMENTAL QUESTIONNAIRE FOR VARIABLE UNIVERSAL LIFE INSURANCE

TCL-MFGRPC-G REINSTATEMENT & CERTIFICATE CHANGE ENROLLMENT FORM

TCL-MFGSCH-G.2 CUSTOMIZED SCHEDULE

TCL-MFGTIA-G.2 TEMPORARY LIFE INSURANCE RECEIPT AND AGREEMENT

#### EXTENSION OF USE

We intend to use our Overloan Protection endorsement TGMOVRLOAN.1, approved by your department on January 20, 2012 under SERFF tracking number TCRE-127971740.

We wish to use our previously approved Aviation Questionnaire, form number F11218, approved by your Department on September 20, 2007 (Tracking 36842).

We intend to use the following applications also approved by your department on January 20, 2012 under SERFF tracking number TCRE-127971740.

TCL-MFGTEL-G Telephone Authorization form

TCL-MFGMDE-G Life Insurance Enrollment Form - Part II – Medical report

TCL-MFGMED-G Medical Certification form

TCL-MFGACQ-G Avocation Supplement form

TCL-MFGAMI-G Senior Supplement

TCL-MFGGHS-G Health Statement

We have also attached the following documents:

Actuarial memorandum with exhibits for the attached certificate.

#### General Information

For your review, we have bracketed the variable text of the forms. Please be advised that the issued certificates and other forms will not contain variable language. The enclosed forms will be computer generated with the identical language approved by your Department. TIAA-CREF Life reserves the right to change duplex printing, line location of sentences and words, and the type font (but not the point size) of the forms without resubmitting them for approval.

## Company and Contact

### Filing Contact Information

Pat McGroarty, Senior Contract Forms Specialist	pmcgroarty@tiaa-cref.org
730 Third Avenue	212-913-3284 [Phone]
730/3/33	212-916-5903 [FAX]
New York, NY 10017	

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**Filing Company Information**

TIAA-CREF Life Insurance Company	CoCode: 60142	State of Domicile: New York
730 Third Avenue	Group Code: 1216	Company Type: L&H
New York, NY 10017	Group Name: TIAA-CREF	State ID Number:
(212) 490-9000 ext. [Phone]	FEIN Number: 13-3917848	

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$700.00  
 Retaliatory? No  
 Fee Explanation: 50 per form x 14forms = 700  
 Per Company: No

Company	Amount	Date Processed	Transaction #
TIAA-CREF Life Insurance Company	\$700.00	08/17/2012	61793917

**SERFF Tracking #:**

TCRE-128620695

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

TGMJVUL-2012

**State:**

Arkansas

**Filing Company:**

TIAA-CREF Life Insurance Company

**TOI/Sub-TOI:**

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/27/2012	08/27/2012

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Last Survivor Variable Universal Life Insurance Certificate	Dee Sinkoe	08/24/2012	08/24/2012
Supporting Document	redline form	Dee Sinkoe	08/24/2012	08/24/2012

**SERFF Tracking #:**

TCRE-128620695

**State Tracking #:**

**Company Tracking #:**

TGMJVUL-2012

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**State:**

Arkansas

**Filing Company:**

TIAA-CREF Life Insurance Company

**TOI/Sub-TOI:**

L06G Group Life - Variable/L06G.202 Joint (Last Survivor) - Flexible Premium

**Product Name:**

TIAA-CREF Survivorship Variable Universal Life

**Project Name/Number:**

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## Disposition

Disposition Date: 08/27/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Required Certifications		Yes
Supporting Document	redline form		Yes
Form (revised)	Flexible Premium Last Survivor Variable Universal Life Insurance Certificate		Yes
Form	Flexible Premium Last Survivor Variable Universal Life Insurance Certificate	Replaced	Yes
Form	Certificate Split Option Rider		Yes
Form	Enhanced Certificate Split Option Rider		Yes
Form	Estate Protection Rider		Yes
Form	Last Survivor Aviation Limitation Endorsement		Yes
Form	Amendment to Enrollment Form		Yes
Form	Amendment to Enrollment Form		Yes
Form	Agents Section		Yes
Form	Enrollment Form Part I		Yes
Form	Supplemental Questionnaire for Variable Universal Life Insurance		Yes
Form	Reinstatement and Certificate Change Enrollment Form		Yes
Form	Customized Schedule		Yes
Form	Temporary Life Insurance Receipt and Agreement		Yes
Form	Certificate Replacement Endorsement		Yes

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## Amendment Letter

Submitted Date: 08/24/2012

Comments:  
 We have discovered an error in the form that was filed with your department. The error is as follows;  
 On page 17 of TGMJUL-2012 the first bullet under "Increasing Your Face Amount" was changed from "Both persons insured by this certificate may be living to "must" be living...".  
 Attached are the revised form and a redlined version showing the change made.  
 Thank you for your assistance

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
TGMJVUL-2012-AR	Certificate	Flexible Premium Initial Last Survivor Variable Universal Life Insurance Certificate					0.000	TGMJVUL-2012-AR.pdf

### Supporting Document Schedule Item Changes:

User Added -Name: redline form  
 Comment:  
 TGMJVUL-2012-AR redline correct .pdf

State: Arkansas

Filing Company:

TIAA-CREF Life Insurance Company

TOI/Sub-TOI: L06G Group Life - Variable/L06G.202 Joint (Last Survivor) - Flexible Premium

Product Name: TIAA-CREF Survivorship Variable Universal Life

Project Name/Number: TIAA-CREF Survivorship Variable Universal Life/TGMJVUL-2012

## Form Schedule

### Lead Form Number: TGMJVUL-2012-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		TGMJVUL-2012-AR	CER	Flexible Premium Last Survivor Variable Universal Life Insurance Certificate	Initial:	0.000	TGMJVUL-2012-AR.pdf
2		TCL-MGSPLIT.1	CERA	Certificate Split Option Rider	Initial:	50.500	TCL-MGSPLIT.1.pdf
3		TCL-MGENSPLIT.1	CERA	Enhanced Certificate Split Option Rider	Initial:	59.600	TCL-MGENSPLIT.1.pdf
4		TCL-MGESTPROT.1	CERA	Estate Protection Rider	Initial:	51.400	TCL-MGESTPROT.1.pdf
5		TCL-MGJAL.1	CERA	Last Survivor Aviation Limitation Endorsement	Initial:	55.100	TCL-MGJAL.1.pdf
6		TCL-MFGAMD-G.2	AEF	Amendment to Enrollment Form	Initial:	51.300	TCL-MFGAMD-G2.pdf
7		TCL-MFGAOW-G.2	AEF	Amendment to Enrollment Form	Initial:	51.300	TCL-MFGAOW-G2.pdf
8		TCL-MFGARS-G.2	AEF	Agents Section	Initial:	0.000	TCL-MFGARS-G2.pdf
9		TCL-MFGFAP-G.2	AEF	Enrollment Form Part I	Initial:	50.700	TCL-MFGFAP-G2.pdf
10		TCL-MFGRAV-G.2	AEF	Supplemental Questionnaire fo VArivable Universal Life Insurance	Initial:	50.800	TCL-MFGRAV-G2.pdf
11		TCL-MFGRPC-G.2	AEF	Reinstatement and Certificate Change Enrollment Form	Initial:	50.600	TCL-MFGRPC-G2.pdf

State: Arkansas

Filing Company:

TIAA-CREF Life Insurance Company

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## Lead Form Number: TGMJVUL-2012-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
12		TCL-MFGSCH-G.2	AEF	Customized Schedule	Initial:	64.900	TCL-MFGSCH-G2.pdf
13		TCL-MFGTIA-G.2	AEF	Temporary Life Insurance Receipt and Agreement	Initial:	50.300	TCL-MFGTIA-G2.pdf
14		TMCJREPEND-2012	CERA	Certificate Replacement Endorsement	Initial:	0.000	TMCJREPEND-2012.pdf

## Form Type Legend:

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



Financial Services

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

## Your Flexible Premium Last Survivor 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 any or all 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

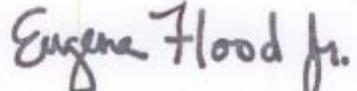
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with 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]

  
Secretary

  
Chairman of the Board of Directors

### Key features of your Flexible Premium Last Survivor Variable Universal Life Insurance Certificate

- Adjustable death benefit
- Flexible premiums payable during either 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 last surviving 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.

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## **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.

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## **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.

Certificate ownership and beneficiaries ..... 13

Who owns your certificate

About your beneficiaries

**The death benefit ..... 15**

What we pay to your beneficiaries

When we pay death benefit proceeds

Understanding the minimum death benefit

How death benefit proceeds are calculated

Changing your death benefit option

Changing the total Face Amount

Scheduled Face Amount increases

**Accelerated death benefit**

Charitable giving benefit

**All about premiums..... 20**

Making premium payments

Limits on the premium payments you can make

**Allocating your premiums**

**Your investment options..... 23**

The fixed account options

The investment accounts

Transferring among investment options

Dollar cost averaging transfer program

Automatic account rebalancing program

About the separate account

**Loans, withdrawals and surrenders ..... 27**

About loans

Making withdrawals

Surrendering your certificate



Section 1 —A summary of your certificate

---

**Certificate information** Certificate owner [JOHN DOE]  
Plan Flexible Premium Last Survivor Variable Universal Life Insurance  
Certificate number [12345678]  
Minimum Face Amount \$[100,000.00]

Persons insured by this Certificate

Person insured by this certificate [JOHN DOE]  
Issue age [35]  
Gender [MALE]  
Underwriting class [SUPER PREFERRED NONTOBACCO]

Person insured by this certificate [JANE DOE]  
Issue age [35]  
Gender [FEMALE]  
Underwriting class [SUPER PREFERRED NONTOBACCO]  
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 last surviving 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 last surviving person insured by this certificate has a terminal illness, you can apply to get any or all 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]  
[Certificate Split Option]  
[Enhanced Certificate Split Option]  
[Estate Protection Rider]  
[Aviation Limitation Endorsement]

---

**About your premium payments**

Minimum first premium \$[1,000.00]  
Planned premium \$[1,000.00]  
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 \$[39.23]]

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.

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**Tax test**

Tax test [GUIDELINE PREMIUM TEST]

[Initial Guideline Level Premium [ \$627.60]]

[Initial Guideline Single Premium [ \$5,659.20]]

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**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.

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**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.

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**The investment options**

The guaranteed minimum annual effective interest rate credited in the Fixed Account and in the Enhanced Fixed Account is [2.50%]. 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.

**Investment Accounts**

The investment accounts are those available for the certificate from TIAA-CREF Life Separate Account VLI-2.

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**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.

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 annual effective interest rate credited to the loan account is [2.50%]. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%].

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.

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**Certificate charges** **Charges deducted from your premiums**

We deduct a premium expense charge from each premium paid.

Guaranteed maximum premium expense charge: [10]% Years 1 – 10  
[5]% Thereafter

**Charges deducted from your certificate**

We deduct a monthly charge that has four components:

- Guaranteed maximum certificate fee: \$[20.00] per month
- Guaranteed maximum administrative expense charge per \$1000.00 base Face Amount in certificate Months 1-60: [0.1655]
- Guaranteed maximum administrative expense charge per \$1000.00 supplemental Face Amount in certificate Months 1-60: [0.0248]
- Guaranteed maximum asset based risk charge:  
Percentage for certificate years 1-15: [0.05% ](monthly rate)  
Percentage for certificate years 16 and thereafter: [0.02%] (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 ages, genders and underwriting classes of each person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>	<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>	<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>
[1	0.000081	30	0.202074	59	13.618298
2	0.000262	31	0.241047	60	15.166229
3	0.000478	32	0.285826	61	17.013106
4	0.000727	33	0.336942	62	18.772943
5	0.001018	34	0.396405	63	20.601219
6	0.001362	35	0.464330	64	21.190954
7	0.001775	36	0.545537	65	22.348278
8	0.002282	37	0.641687	66	24.017876
9	0.002908	38	0.761021	67	25.719757
10	0.003692	39	0.897831	68	27.631269
11	0.004670	40	1.054298	69	29.733563
12	0.005838	41	1.235246	70	32.066502
13	0.007297	42	1.443083	71	34.606978
14	0.008882	43	1.686363	72	37.236864
15	0.010768	44	1.971894	73	39.951802
16	0.013156	45	2.302686	74	42.702483
17	0.016072	46	2.680477	75	45.577632
18	0.019799	47	3.149034	76	48.529634
19	0.024299	48	3.678985	77	51.387584
20	0.029911	49	4.253278	78	54.177850
21	0.036943	50	4.901112	79	56.749131
22	0.045454	51	5.636633	80	60.298242
23	0.055591	52	6.395372	81	63.630126
24	0.066987	53	7.350130	82	67.092358
25	0.080368	54	8.374027	83	70.879341
26	0.096408	55	9.467780	84	74.408945
27	0.116001	56	10.539794	85	78.002104]
28	0.140124	57	11.306022		
29	0.168707	58	12.321989		

### [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 ages, genders and underwriting classes of each person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

<b>YEAR</b>	<b>FACTOR</b>		<b>YEAR</b>	<b>FACTOR</b>		<b>YEAR</b>	<b>FACTOR</b>
[1	138.23		30	420.88		59	874.20
2	143.76		31	436.17		60	886.19
3	149.51		32	451.83		61	898.30
4	155.48		33	467.85		62	910.98
5	161.69		34	484.22		63	925.17
6	168.15		35	500.92		64	942.91
7	174.86		36	517.93		65	966.82
8	181.84		37	535.20		66	1,000.00
9	189.08		38	552.69		67	1,000.00
10	196.62		39	570.34		68	1,000.00
11	204.44		40	588.12		69	1,000.00
12	212.57		41	605.97		70	1,000.00
13	221.01		42	623.86		71	1,000.00
14	229.78		43	641.74		72	1,000.00
15	238.88		44	659.52		73	1,000.00
16	248.33		45	677.14		74	1,000.00
17	258.13		46	694.52		75	1,000.00
18	268.29		47	711.55		76	1,000.00
19	278.83		48	728.10		77	1,000.00
20	289.75		49	744.13		78	1,000.00
21	301.06		50	759.65		79	1,000.00
22	312.76		51	774.57		80	1,000.00
23	324.85		52	788.93		81	1,000.00
24	337.35		53	802.64		82	1,000.00
25	350.25		54	815.53		83	1,000.00
26	363.57		55	827.65		84	1,000.00
27	377.31		56	839.13		85	1,000.00]
28	391.44		57	850.55			
29	405.97		58	862.30			

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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 persons named in the enrollment form who make the decisions about the certificate and its benefits while either of the persons 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 persons insured by the certificate are the owners.

#### *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 at any time during the lifetime of either insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not either 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 persons 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 last surviving 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 last surviving 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 last surviving insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, you 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 last surviving 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 younger 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 last surviving 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 both of the persons insured and all information and documents requested by us.

- Both persons must have died while the certificate is in force. If both persons insured by the certificate die at the same time, or if it is unclear who dies first, we will assume the younger of the two died later.
- 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 either person insured by this 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 a 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 last surviving 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 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:

- Both persons insured by the certificate must be living at the time of the change 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:

- Both persons 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:

- Both persons 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:

- Both persons insured by the certificate must be living and neither may 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 classes 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.
- 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.
- At least one 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.
- 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, cancellation of a scheduled increase will be considered a requested decrease in total Face Amount.

**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 the base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting classes 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 one of the persons insured by your certificate has died and the last surviving person insured by the certificate is diagnosed with a terminal illness, you can apply to get any or all 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.

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. Death benefits provided by any riders attached to this certificate may be accelerated only if indicated in those riders.

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.

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 last surviving 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.
- Submit due proof of death that the first insured has died.
- 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 last surviving 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 the suicide of either person insured by this certificate, 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 the suicide of either person insured by this certificate, 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 last surviving 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 last surviving 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 either person insured by the certificate is living and the younger insured 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 younger insured reaches 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 a 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: (a) \$2,000, (b) 25% of the current balance in the Fixed Account or (c) 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: (a) \$2,000, (b) 10% of the current balance in the Enhanced Fixed Account, or (c) 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 Department of Financial Services.

## 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 at least one of the persons 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.

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 last surviving 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 at least one of the persons 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.

**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. 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.

## **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 either of the persons insured by the certificate incorrectly on your enrollment form and at least one of the two people insured by the certificate is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender of either person. 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; and
- any fees deducted from the accounts for transfers.

#### *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; and
- to pay for any transfer fees.

#### *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 younger 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 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 ages, genders and underwriting classes of each of the persons 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*

- 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 persons insured by the certificates have the same issue ages, genders and underwriting classes. 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 either of the persons 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. If only one person insured by the certificate is living, you can't reinstate the certificate if the other person died while the certificate wasn't in force.

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 owner 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 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 names of the persons 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 death of the surviving person insured 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 after the death of both insureds, we find out that you stated the age or gender of either of the persons 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**

With respect to each life insured, this certificate will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date, we will not contest this certificate due to a material misrepresentation concerning only such insured, after 12 months have elapsed since we received proof of death of such insured. If we successfully contest this certificate during the first two years, we will refund your premiums.

With respect to each life insured, 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 lifetime of that insured 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 lifetime of that insured for two years from the date the increase takes effect. If the death of the first insured to die occurs within two years after the effective date of a change of the death benefit option or an increase in the Face Amount subject to evidence of insurability, we will not contest this certificate due to a material misrepresentation concerning such insured, after 12 months have elapsed since we received proof of death of such insured. 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.

With respect to each life insured, if this certificate is reinstated, statements made in the reinstatement application will be incontestable after this certificate has been in force during the lifetime of that insured for two years from the reinstatement date. If the death of the first insured to die occurs within two years after the date of reinstatement, we will not contest this certificate due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

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 a person insured by the certificate commits suicide**

In the event of the suicide of either person insured by this certificate, 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 either person insured by this certificate, 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.

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 ages as of nearest birthday, genders, and if applicable, the tobacco use status of each of the persons 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 ages, genders and underwriting classes of each of the persons 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.

#### **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 both persons 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 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 both persons insured by the certificate die, 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 each 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 persons insured by the certificate, or a person who lives with you or the persons 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 each person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health, whether or not each 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 Last Survivor Variable Universal Life Insurance Certificate**

- **Adjustable death benefit**
- **Flexible premiums payable during either 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 last surviving 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

## Certificate Split Option

This certificate split option rider is attached to and made part of this certificate at issue. There is no additional cost for this rider. This rider allows you to exchange the original certificate for single life insurance coverage on the life of each person insured by the original certificate without evidence of insurability. Both people insured by the certificate must be living at the time the split is requested, and all owners must agree to the split (unless the split is court ordered).

### Applying for the exchange

You can apply for an exchange when one of the following happens:

- A married couple insured by the certificate get divorced. The marriage must be dissolved by a final divorce decree issued by a court of competent jurisdiction. You must apply for the exchange between six months and one year after the effective date of the decree.
- a partnership between the two insureds or a corporation with only the two insureds as shareholders dissolves. You must apply for the exchange between six months and one year after the effective date of the dissolution.

The exchange will become effective when we receive the following:

- a request for the exchange in a form satisfactory to us;
- a copy of the final divorce decree, if applicable;
- satisfactory evidence that the partnership or corporation of the insureds has dissolved, if applicable; and
- approval of the exchange in a form satisfactory to us from any irrevocable beneficiary(ies) or person(s) to whom this certificate has been assigned.

Your certificate and this option must be in force and the certificate must have a positive cash surrender value on the date of the exchange.

### The new coverage

The new coverage will be effective starting on the Exchange Date. Each new certificate or policy will be based on the gender, age and most recent underwriting class of each person insured by this certificate on the Exchange Date.

- If the last survivor certificate to which this rider is attached is a Flexible Premium Last Survivor Variable Universal Life Insurance certificate we will issue you a new single life Flexible Premium Variable Universal Life Insurance certificate or such other policy which may then be available for use by us.
- If the last survivor certificate to which this rider is attached is a Flexible Premium Last Survivor Universal Life Insurance certificate we will issue you a new single life Flexible Premium Universal Life Insurance certificate or such other policy which may then be available for use by us.

The owner(s) of each new certificate or policy will be the owner(s) of this certificate unless a change is requested in writing.

The death benefit option of each new certificate or policy will be the most recent death benefit option of the original certificate. The new individual certificates or policies must meet minimum face amount requirements for the new certificates or policies.

The face amount of each new certificate or policy will be equal to half of the current face amount of this certificate.

We will deduct any outstanding loan amount for this certificate from your certificate value. We will then transfer the remaining certificate value equally to each new certificate or policy on the date of the exchange. In certain situations, the transfer of certificate value may result in tax consequences. Please consult with your personal tax advisor.

If there is an aviation limitation endorsement in force on the date of the exchange, we'll issue the same endorsement for each new certificate or policy. If the certificate is assigned as collateral, the assignment will remain in effect under each new certificate or policy.

We'll use the issue date of the survivorship certificate as the start of the suicide and contestability periods for each new certificate or policy. If the survivorship certificate has been reinstated, we'll use the reinstatement date as the start of the suicide and contestability periods for each new certificate or policy.

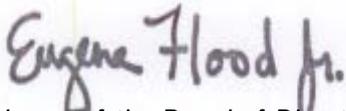
**Availability of new certificates or policies**

Any insured whose attained age under the certificate exceeds 90 or whose most recent underwriting class contains a substandard table rating higher than Table H is not eligible for a new certificate or policy. If there is only one eligible insured, a new certificate or policy may be issued on that insured. In these situations, the certificate value less any outstanding loan amount in this certificate will be applied entirely to the new certificate or policy.

**When this option will end**

The coverage under this option will end on the date of any certificate surrender.

**TIAA-CREF Life Insurance Company**  
**[Insurance Service Center**  
**P.O. Box 724508**  
**Atlanta, GA 31139**  
**1-877-694-0305]**

  
*Chairman of the Board of Directors*



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

## Enhanced Certificate Split Option

This enhanced certificate split option rider is attached to and made a part of your certificate at issue. There is no additional charge for this rider. This rider allows for a certificate split in the event of significant changes in the Federal Unlimited Marital Deduction.

### Applying for the exchange

You may exercise this option within 90 days after the day that the Federal Unlimited Marital Deduction is actually and materially reduced, as a result of the enactment of a new Federal estate tax law, which because of the material reduction, could result in an increase in the Federal estate tax liability at the first death of the two insureds under this certificate. A material reduction of the Federal Unlimited Marital Deduction is defined as one that meets at least one of the following two conditions:

- a) if the Federal Marital Deduction is expressed as a percentage of the estate, the deduction is limited to 75% or less of the value of the estate; or
- b) if the Federal Marital Deduction is expressed as a dollar amount, the deduction is an amount which is 75% or less of the certificate Total Face Amount.

The exchange will become effective when we receive the following:

- your written request for the exchange in a form satisfactory to us; and
- approval of the exchange in a form satisfactory to us from any irrevocable beneficiary(ies) or person(s) to whom this certificate has been assigned or who has been given the right to name the beneficiary of part or all of the death benefit via endorsement or contractual agreement.

The certificate and this option must be in force and the certificate must have a positive cash surrender value on the date of the exchange.

### The new certificates or policies

The new certificates or policies will be effective starting on the Exchange Date. Each new certificate or policy will be based on the gender, age and most recent underwriting class of each person insured by this certificate on the Exchange Date.

- If the last survivor certificate to which this rider is attached is a Flexible Premium Last Survivor Variable Universal Life Insurance certificate we will issue you a new single life Flexible Premium Variable Universal Life Insurance certificate or, such other policy which may then be available for use by us.
- If the last survivor certificate to which this rider is attached is a Flexible Premium Last Survivor Universal Life Insurance certificate we will issue you a new single life Flexible Premium Universal Life Insurance certificate or such other policy which may then be available for use by us.

The owner(s) of each new certificate or policy will be the owner(s) of this certificate unless a change is requested in writing.

The death benefit option of each new certificate or policy will be the most recent death benefit option of the original certificate. The new individual certificates or policies must meet minimum face amount requirements for the new certificates or policies.

The face amount of each new certificate or policy will be equal to half of the current face amount of this certificate.

We will deduct any outstanding loan amount for this certificate from your certificate value. We will then transfer the remaining certificate value equally to each new certificate or policy on the date of the exchange. In certain situations, the transfer of certificate value may result in tax consequences. Please consult with your personal tax advisor.

If you have an aviation limitation endorsement in force on the date of the exchange, we will issue the same endorsement for each new certificate or policy. If you have assigned this certificate as collateral, the assignment will remain in effect under each new certificate or policy.

We will use the issue date of this certificate as the start of the suicide and contestability periods for each new certificate or policy. If this certificate has been reinstated, we will use the reinstatement date as the start of the contestability periods for each new certificate or policy. You will find more in *Contesting the validity of your certificate* and *If someone commits suicide*.

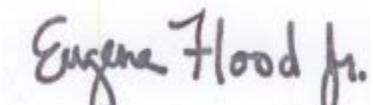
**Availability of new certificates or policies**

Any insured whose attained age under the certificate exceeds 90 or whose most recent underwriting class contains a substandard table rating higher than Table H is not eligible for a new certificate or policy. If there is only one eligible insured, a new certificate or policy may be issued on that insured. In these situations, the certificate value less any outstanding loan amount in this certificate will be applied entirely to the new certificate or policy.

**When this option will end**

Your coverage under this option will end on the date you end or surrender this certificate.

**TIAA-CREF Life Insurance Company**  
**[Insurance Service Center**  
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**Atlanta, GA 31139**  
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*Chairman of the Board of Directors*



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

## Estate Protection Rider

This rider provides an additional death benefit. The additional death benefit is equal to the Protection Percentage of the total face amount of your certificate. The death benefit of this rider will automatically increase or decrease in direct proportion with the total face amount of your certificate. The Protection Percentage is indicated at the end of this rider and may not be changed after this rider is issued.

We will pay this death benefit when we receive due proof that both persons insured by your certificate died before this rider's expiration, provided your certificate and this rider are in force.

This rider does not have any certificate value, and we do not use it to calculate how much you can borrow from your certificate.

### Notice

If the owner of the underlying certificate is also the last surviving insured, and he or she transfers ownership of the certificate to another person or an entity (e.g., an irrevocable trust) within three years of his or her death, the entire certificate death benefit, including the additional death benefit created by this rider, could be included in the last surviving insured's estate.

### Charges

There are no additional charges for this rider.

### Contesting the validity of this rider

With respect to each life insured, this rider will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date, we will not contest this rider due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

### If a person insured by the certificate commits suicide

In the event of the suicide of either insured, while sane or insane, within two years from this rider's issue date, we will not pay this rider's death benefit. The rider will be canceled.

### When this rider begins

We have issued this rider because you asked us on your application or by written request 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 and effective date are shown below.

### When this rider will end

Your coverage under this rider will end on one of the following dates, whichever occurs later:

- the rider's termination date shown below; and
- the date we receive at our administrative office your written request to us to cancel this rider;
- However, in no event will the rider continue beyond whichever of the following occurs first:
  1. the date of death of the last surviving insured;
  2. the date the grace period of your certificate ends and you have not made the payment that is needed; or
  3. the date you end or surrender this certificate.

**Protection Percentage:** [123%]

**Rider Issue Date:** [certificate issue date]

**Rider effective date:** [certificate date]

**Rider Termination Date:** [always four years after the rider effective date less one day]

**TIAA-CREF Life Insurance Company [Insurance Service Center  
P.O. Box XXX Atlanta, GA 31139**

1-877-694-0305]

*Eugene Flood Jr.*  
Chairman of the Board of Directors



TIAA-CREF Life Insurance Company  
730 Third Avenue  
New York, NY 10017-3206  
212 490-9000 1-877-694-0305

## **Last Survivor Aviation Limitation Endorsement**

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

### **Aviation limitation upon the death of the first insured to die**

We will discontinue your certificate on the life of the surviving insured if the death of the first insured to die results from operating, riding in, or descending from any civilian, military, or other aircraft if that 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.

However, we will not discontinue your certificate on the life of the surviving insured if the first insured to die 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.

In the event that we discontinue your certificate on the life of the surviving insured, you may obtain, without evidence of insurability, a new single life flexible premium certificate or policy as described below on the life of that Insured.

- If the last survivor certificate to which this rider is attached is a Flexible Premium Last Survivor Variable Universal Life Insurance certificate we will issue you a new single life Flexible Premium Variable Universal Life Insurance certificate or, such other policy which may then be available for use by us.
- If the last survivor certificate to which this rider is attached is a Flexible Premium Last Survivor Universal Life Insurance certificate we will issue you a new single life Flexible Premium Universal Life Insurance certificate or, such other policy which may then be available for use by us.

The new certificate or policy will be based on the surviving insured's gender, age, and most recent underwriting class of this certificate. The face amount of the new certificate or policy will be an amount equal to the current face amount of this certificate. The death benefit option of the new certificate or policy will be the same as this certificate's.

We will deduct any outstanding loan amount for this certificate from your certificate value. We will then transfer the remaining certificate value to the new certificate or policy on the date of the exchange. In certain situations, the transfer of certificate value may result in tax consequences. Please consult with your personal tax advisor.

An Aviation Limitation Endorsement will be included with the new certificate or policy. Any additional benefit riders may be included with the new certificate or policy with our consent and with evidence of insurability satisfactory to us.

The suicide and contestable periods of the new certificate or policy will be reduced by the elapsed portion of these periods under this certificate.

Any assignment of this certificate will remain in effect under the new certificate or policy.

### **Aviation limitation upon the death of the second insured to die**

We will pay a limited death benefit, as defined below in this endorsement, to the beneficiary if the death of the second insured to die results from operating, riding in, or descending from any civilian, military, or other aircraft if that 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 limited death benefit does not apply if the second insured to die 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**

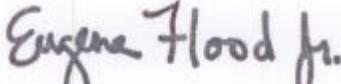
The limited death benefit payable as a result of the death of the second insured to die will equal the greater of (1) and (2), where:

- (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.

**TIAA-CREF Life Insurance Company**  
**[Insurance Service Center**  
**P.O. Box XXX**  
**Atlanta, GA 31139**  
**1-877-694-0305]**

  
*Chairman of the Board of Directors*



AMENDMENT TO ENROLLMENT FORM

Please Print in Black or Blue Ink

Proposed Insured

Full Legal Name (Title, First, Middle, Last, Suffix) (Please print full name Proposed Insured #1) File No.

Full Legal Name (Title, First, Middle, Last, Suffix) (Please print full name Proposed Insured #2) File No.

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

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.

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**Signature Section (Continued)**

**Fraud Warning**

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.

**If the Proposed Insured will own this certificate, complete Section A Only.**  
**If a person other than the Proposed Insured #1 or Proposed Insured #2 will own this certificate, complete both Sections A and B.**

**SECTION A**

X \_\_\_\_\_  
Signature of Proposed Insured #1 (not required if under age 15)

X \_\_\_\_\_ Date  
Signature of Proposed Insured #2 (not required if under age 15)

**SECTION B**

X \_\_\_\_\_ Date  
Signature of Owner, Trustee or Corporate Officer

X \_\_\_\_\_ Date  
Signature of Co-Owner

**AGENT'S SIGNATURE**

X \_\_\_\_\_ Date  
Signature of Agent

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**TIAA-CREF LIFE INSURANCE COMPANY**

[New Business Administration Office: P.O. Box 1258, Charlotte, NC 28201-1258]

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

Financial Services

**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 Proposed Insured #1)

Full Legal Name \_\_\_\_\_ File No. \_\_\_\_\_  
(Title, First, Middle, Last, Suffix) (Please print full name Proposed Insured #2)

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

**Agreement**

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.

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AGENT'S SECTION

Please Print in Black or Blue Ink

**Proposed Insured(s) and Owner(s)**

**Proposed Insured #1**

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

**Proposed Insured #2**

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

**Owner(s)** Check here if same as Proposed Insured #1  Proposed Insured #2

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

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

Report Page		
	Proposed Insured #1	Proposed Insured #2
1. Were answers from the Proposed Insured obtained personally and in your presence?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the Proposed Insured appear to be in good health?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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 forms(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input type="checkbox"/> 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(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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**Report Page (Continued)**

**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.
- (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

**Broker Dealer and Firm Information**

Broker Dealer Name		
Primary Firm Name	Firm #	Commission Split %
Additional Firm Name	Firm #	Commission Split %
Additional Firm Name	Firm #	Commission Split %

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<b>Producer Information</b>			
Primary Producer Name		Commission Split %	Commission Option
	NPN#		
Additional Producer Name		Commission Split %	Commission Option
	NPN#		
Additional Producer Name		Commission Split %	Commission Option
	NPN#		
Additional Producer Name		Commission Split %	Commission Option
	NPN#		

**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	

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

**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

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LIFE INSURANCE ENROLLMENT FORM – PART I

Please Print in Black or Blue Ink

Section A: Proposed Insured #1

1. Full Legal Name (Title, First, Middle, Last, Suffix)			
2. Date of Birth	3. Social Security No.	4. Gender <input type="checkbox"/> M <input type="checkbox"/> 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.	<input type="checkbox"/> Same as Residential
City	State	Zip Code	
8. United States Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (IF "Yes," PROCEED TO QUESTION # 9)			
If "No," are you in possession of:		Permanent Residency Card? <input type="checkbox"/> Yes <input type="checkbox"/> No	United States Visa? <input type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Civil Union <input type="checkbox"/> Domestic Partner			
12. Employer's Name			
13. Occupation/Duties		14. Length of time (years)	
15. Annual Income \$		16. Net Worth \$	
17. Are you a current member of the Military? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes," are you receiving any supplemental or hazardous duty pay based on your duties? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Active Duty		<input type="checkbox"/> Reserve	

Section B: Proposed Insured #2 (Survivorship products only)

1. Full Legal Name (Title, First, Middle, Last, Suffix)			
2. Date of Birth	3. Social Security No.	4. Gender <input type="checkbox"/> M <input type="checkbox"/> 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.	<input type="checkbox"/> Same as Residential
City	State	Zip Code	

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**Section B: Proposed Insured #2 (Continued)**

8. United States Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (IF "Yes," PROCEED TO QUESTION # 9)		
If "No," are you in possession of: Permanent Residency Card? <input type="checkbox"/> Yes <input type="checkbox"/> No United States Visa? <input type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Civil Union <input type="checkbox"/> Domestic Partner		
12. Employer's Name		
13. Occupation/Duties		14. Length of time (years)
15. Annual Income \$		16. Net Worth \$
17. Are you a current member of the Military? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes," are you receiving any supplemental or hazardous duty pay based on your duties? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Active Duty		<input type="checkbox"/> Reserve

**Section C: Certificate Information**

1. SELECT CERTIFICATE TYPE <b>Check one</b>	
<input type="checkbox"/> M Intelligent UL	<input type="checkbox"/> M Intelligent VUL <input type="checkbox"/> M Intelligent SUL <input type="checkbox"/> M Intelligent SVUL
2. TOTAL FACE AMOUNT \$ _____ = Base Face Amount \$ _____ + Supplemental Face Amount \$ _____	
<input type="checkbox"/> Level <input type="checkbox"/> Increasing Total Face Amount by: _____ % annually for _____ years	
<input type="checkbox"/> Customized Increasing Schedule (The Customized Schedule form must be completed.)	
3. PREMIUM AMOUNT	Planned Annual Premium \$ _____ (if single payment, enter "0")
4. PAYMENT FREQUENCY <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <sup>1</sup> <input type="checkbox"/> Single Payment <sup>2</sup>	
[Ensure that Information matches the illustration <input type="checkbox"/> List Bill (If existing list bill, provider number) ]	
<sup>1</sup> Monthly payments can be made only by electronic funds transfer (EFT).	
<sup>2</sup> 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.)	
<input type="checkbox"/> Direct Bill	<input type="checkbox"/> Lump Sum \$ _____
<input type="checkbox"/> EFT (Not available for initial premium on Variable Universal Certificates)	<input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please provide details.	

**Section D: Certificate Provisions, Options and Riders**

1. Death Benefit Option (If unanswered, Option A will be applied.)		
<input type="checkbox"/> Option A - Level (benefit equals face amount)	<input type="checkbox"/> Option B - Increasing (benefit equals face amount plus certificate cash value)	<input type="checkbox"/> Option C - Face Amount + Premium (benefit equals face amount plus premiums paid)
2. Definition of Life Insurance Test	<input type="checkbox"/> Guideline Premium Test	<input type="checkbox"/> 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 Single Life Only.)		<input type="checkbox"/> Yes <input type="checkbox"/> No

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**Section D: Certificate Provisions, Options and Riders (Continued)**

4. Enhanced Cash Value Rider (ECV) (Available only for UL or VUL with LTA Rider.) (Not available for survivorship products.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Waiver of Monthly Charges Rider (Not available for survivorship products.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Overloan Protection Endorsement (If unanswered, this endorsement will be added. Cannot elect "Yes," if the Cash Value Accumulation Test is elected.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Survivorship Insurance Option Only**

7. Estate Protection Rider (If unanswered, this rider will not be applied.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**Section E: Owner Information**

1. Owner	<input type="checkbox"/> Same as Insured #1	<input type="checkbox"/> Same as Insured #2	<input type="checkbox"/> Trust	<input type="checkbox"/> Business or Corporation	<input type="checkbox"/> Other Person
----------	---	---	--------------------------------	--	---------------------------------------

**If Owner is Same as Insured #1 or Same as Insured #2, Proceed to Beneficiary Information 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 <input type="checkbox"/> M <input type="checkbox"/> F	
7. Name(s) of Authorized Company Representative(s)/Trustee(s)					
8. Additional Representative(s)/Trustee(s)					
9. Address <span style="float: right;">Apt. No.</span>					
City		State		Zip Code	

**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.

**If Owner is an individual please complete questions #10 through #19.**

10. How long have you lived at current address?					
Previous address if moved within the last two years:					
11. Mailing Address				Apt. No. <input type="checkbox"/> Same as Residential	
City		State		Zip Code	
12. United States Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (IF "Yes," PROCEED TO QUESTION # 13)					
If "No," are you in possession of: Permanent Residency Card? <input type="checkbox"/> Yes <input type="checkbox"/> No United States Visa? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Residency Card or Visa No.		Expiration Date		Years in U.S.	
13. Birthplace		State		Country	
14. Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Civil Union <input type="checkbox"/> Domestic Partner					
15. Primary Telephone No.		-		-	
17. E-Mail Address		16. Alternate Telephone No.			
		18. Preferred Method of Contact <input type="checkbox"/> E-Mail <input type="checkbox"/> Primary Telephone No. <input type="checkbox"/> Alternate Telephone No.			
19. Employer's Name					

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

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**Section F: 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, Address and Telephone Number of Beneficiary Or Trust and Trustee(s) If Same as Owner, check here <input type="checkbox"/>	Relationship to Proposed Insured(s)	Percentage (Whole Numbers Only) <sup>1</sup>	Date of Birth or Date of Trust (mm/dd/yyyy)	SS# or Tax ID #	Primary(P) or Contingent (C) <sup>2</sup>	LDPS <sup>3</sup>
					<input type="checkbox"/> P <input type="checkbox"/> C	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> P <input type="checkbox"/> C	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> P <input type="checkbox"/> C	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Total = 100%</b>						

<sup>1</sup> Both Primary and Contingent (if applicable)

<sup>2</sup> If unanswered, beneficiary will be considered Primary.

<sup>3</sup> 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.

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

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

I, the undersigned spouse or 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.

\_\_\_\_\_  
PLEASE PRINT Name of Spouse or Domestic Partner      X      \_\_\_\_\_  
Signature of Spouse or Domestic Partner      \_\_\_\_\_  
Date

\_\_\_\_\_  
PLEASE PRINT Name of Spouse or Domestic Partner      X      \_\_\_\_\_  
Signature of Spouse or Domestic Partner      \_\_\_\_\_  
Date

\_\_\_\_\_  
PLEASE PRINT Name of Witness      X      \_\_\_\_\_  
Signature of Witness      \_\_\_\_\_  
Date  
(Signature must be witnessed by someone other than a designated or potential beneficiary.)

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**Section G: 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

**Section H: Third-Party Notification – Protection Against Unintended 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.	-	-

**Section I: Plan Purpose**

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

<input type="checkbox"/> Income Replacement	<input type="checkbox"/> Split Dollar	<input type="checkbox"/> Business Continuity	<input type="checkbox"/> Key Person
<input type="checkbox"/> Supplemental Retirement Income	<input type="checkbox"/> Deferred Compensation Plan	<input type="checkbox"/> Estate Plan	<input type="checkbox"/> Bonus Plan
<input type="checkbox"/> Premium Financing	<input type="checkbox"/> Charitable Gift	<input type="checkbox"/> 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(s) 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

**Section J: Existing Coverage – Potential Replacement**

If the answer to any question is "Yes," provide full details in the chart below. If not, state "None" in the chart below.

1. Will any existing life insurance or annuity contract held by the owner(s) of the proposed policy be replaced, changed, or used to pay for the insurance applied for in this enrollment form?  Yes  No
2. Does the proposed insured(s) have any existing life insurance?  Yes  No
3. Will a policy loan be carried over via an IRC 1035 Tax-Free Exchange? If "Yes," Loan Amount \$ \_\_\_\_\_  Yes  No

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**Section J: Existing Coverage – Potential Replacement (Continued)**

**Remarks - Existing Coverage – Potential Replacement**

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

Company Name	Owner(s) Name(s)	Insured(s) Name(s)	Policy Type	Business/ Personal	Policy #	Amount	Year Issued	Replacing? Y/N	1035? Y/N

**Section K: 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	Proposed Insured #2
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. For each Proposed Insured, state the ultimate amount of life insurance coverage that will be in place on each life (excluding group life or corporate owned life insurance) with the issue of this certificate/policy and any other pending application(s) with another company.	\$ _____	\$ _____
3. For each Proposed Insured, provide details below for all insurance in-force and/or pending on either a formal or informal basis, with the Company and any other companies. Include those policies or applications owned personally or by a third party, including but not restricted to individual(s), business, charity, life settlement or viatical company.  If none, Individual or First Insured initial here, _____ Second Insured initial here. _____		

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

Proposed Insured(s)	Insurance Company	Policy #	Total Face Amount	Product	Date of Application
<input type="checkbox"/> #1 <input type="checkbox"/> #2					
<input type="checkbox"/> #1 <input type="checkbox"/> #2					
<input type="checkbox"/> #1 <input type="checkbox"/> #2					

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

**Section L: 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 below.)

	Proposed Insured #1	Proposed Insured #2
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you, the Owner(s), in the past 5 years sold a policy to a life settlement, viatical or other secondary market?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**Section L: Viatical Settlements (Continued)****Remarks - Viatical Settlements**

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

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

**Note: All information provided in this enrollment form must be accurate as of the date of enrollment form for insurance. Missing or incorrect information, particularly as it relates to the completion of Sections J, K and L, can result in processing delays and/or rescission of the policy.**

**Section M: Preliminary Underwriting Information****NON-MEDICAL**

The following questions must be answered by the Proposed Insured(s). (If the answer to any question is "Yes," provide full details in the "Remarks" section.)	Proposed Insured #1	Proposed Insured #2
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. In the last 5 years, have you smoked a cigarette, cigar or pipe, 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Have you been disabled for any reason within the last 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. In the last 5 years, have you filed for bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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## 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.

**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 authorize** TIAA-CREF Life or its reinsurers to make a brief report of my personal health information to MIB, Inc. **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.

#### 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.

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.

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**Section N: Signature Section (Continued)**

**Fraud Warning**

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.

**If the Proposed Insured(s) will own this certificate, complete Section A Only.**

**If a person other than the Proposed Insured #1, or Proposed Insured #2 will own this certificate, complete both Sections A and B.**

**SECTION A**

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Proposed Insured #1

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Proposed Insured #2

**SECTION B**

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Owner, Trustee or Corporate Officer

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Co-Owner

**AGENT'S SIGNATURE**

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Agent

Signed by Owner(s) at \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

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**FOR OFFICIAL USE ONLY – AGENT CERTIFICATION AND SIGNATURE**

1. I hereby certify that I have reviewed with the Owner, Co-Owner(s) and each 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 or Co-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             CO-OWNER

5. Provide the reason for replacement.

Agent's Name \_\_\_\_\_  
Please Print

Agent's NPN # \_\_\_\_\_

Agent's Signature \_\_\_\_\_  
Signature

Date \_\_\_\_\_

**HOME OFFICE USE ONLY**

AG	RF1
RF2	RF3

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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

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

Proposed Insured #2

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

Owner(s) Check here if same as Proposed Insured #1 [ ] Proposed Insured #2 [ ]

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

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

Section B: Allocation of Premiums

Your premium will be allocated 100% to the Money Market Account unless otherwise indicated below.

Use only whole percentages and they must total 100%

Table with 3 columns: Allocation Name, Percentage, and Allocation Name. Lists various investment options like TIAA-CREF Fixed Account, DFA VA US Large Value Portfolio, etc., with a total of 100%.

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**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 account options; 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 #1, or Proposed Insured #2 will own this certificate, complete both Sections A and B.**

**SECTION A**

X \_\_\_\_\_  
 Signature of Proposed Insured #1 (not required if under age 15)      Signed at (City, State)      Date

X \_\_\_\_\_  
 Signature of Proposed Insured #2 (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

**COLLATERAL ASSIGNEE**

X \_\_\_\_\_  
 Signature of Collateral Assignee      Signed at (City, State)      Date

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REINSTATEMENT & CERTIFICATE CHANGE ENROLLMENT FORM

Please Print in Black or Blue Ink

INSTRUCTIONS:

- Complete section A. Certificate Owner Information and section E. Authorization for ALL Requests.
Complete section B. Certificate Reinstatement or section C. Certificate Changes
All certificate changes can be requested beginning in the second certificate year.
Once we receive your enrollment form for any reinstatement or for any increased insurance coverage that you have applied for, we will begin the underwriting process to determine whether you are eligible, and if so, the rate you should pay for that insurance.
Send completed enrollment forms to: TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box 1258, Charlotte, NC 28201-1258].
For Joint Insureds, or Multiple Owners, please indicate the name of both insureds and owners in section A. and submit a separate fully completed enrollment form for each insured.

Section A: Certificate Owner Information
Insured # 1 Full Legal Name (Title, First, Middle, Last, Suffix): Certificate Number(s):
Insured # 2 Full Legal Name (Title, First, Middle, Last, Suffix):
Owner Full Legal Name (Title, First, Middle, Last, Suffix), if different from Insured #1:
Co-Owner Full Legal Name (Title, First, Middle, Last, Suffix), if different from Owner:
(Additional Co-Owner(s) (If multiple Co-Owners, attach a separate page, signed and dated to this form.)
If Owned by Trust, provide Full Name of Trust:
Please provide any change in your Certificate Owner Information since your initial enrollment form with reference to the following:
Address Apt. No.
City State Zip Code
Primary Telephone No. - - Alternate Telephone No. - -
Change in Trustee

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**Section B: Certificate Reinstatement**

I would like to reinstate my coverage at this time. **I understand** that there is a limited time period during which I can restore my coverage to its original amount as stated in the contract, but approval of the reinstatement is subject to providing TIAA-CREF Life with satisfactory evidence of my insurability. If this certificate is reinstated, statements made within the reinstatement enrollment form will be incontestable after the certificate has been in force during the insured's lifetime for two years from the reinstatement date.

**Complete Section D. Evidence of Insurability.**

**Section C: Certificate Changes**

**Change Certificate Benefit Options:**

1. Change Face Amount	<p><b>Universal Life and Variable Universal Life Plan Options</b></p> <p><b>Select one option:</b></p> <p><input type="checkbox"/> Decrease Base Face Amount to \$ _____</p> <p>Note: Surrender charges may apply during the surrender charge period.</p> <p><input type="checkbox"/> Decrease Supplemental Face Amount to \$ _____</p> <p><input type="checkbox"/> Increase Base Face Amount to \$ _____</p> <p><input type="checkbox"/> Increase Supplemental Face Amount to \$ _____</p>
-----------------------	---

Note: Requests are subject to contractual minimums and/or additional underwriting.

2. Change in Death Benefit Option to:		
<b>Select one option:</b>		
<input type="checkbox"/> Option A - Level (benefit equals face amount)	<input type="checkbox"/> Option B - Increasing (benefit equals face amount plus certificate cash value)	<input type="checkbox"/> Option C - Return of Premium (benefit equals face amount plus premiums paid)
3. Change in Risk Classification or Rate	<input type="checkbox"/> Underwriting Classification change	<input type="checkbox"/> Removal of temporary or permanent flat extra monthly charge
4. Change Tobacco Rates to Non-Tobacco Rates	<input type="checkbox"/> Change from tobacco to non-tobacco rates for the current underwriting classification	

**Complete Section D. Evidence of Insurability** (required for all changes except for changes to Face Amount Decrease and/or a change to the Death Benefit Option A (1).)

**Add Certificate Benefit Options:** Certain benefit options may not be available for all plans, ages, or contract issue state.

1. Overloan Protection Endorsement	<input type="checkbox"/> Add Overloan Protection Endorsement
------------------------------------	--

Option not available if current certificate contains the Waiver of Monthly Charges Rider or Cash Value Accumulation Test.

**Complete Section D. Evidence of Insurability** (required for all additions.)

**Delete Certificate Benefit Options:**

Waiver of Monthly Charges

Estate Transfer Rider

Overloan Protection Endorsement

Other: \_\_\_\_\_

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**Section D: Evidence of Insurability**

**NON-MEDICAL**

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

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.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	In the last 5 years, have you smoked a cigarette, cigar or pipe 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Have you been disabled for any reason within the last 2 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	In the last 5 years, have you filed for bankruptcy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**REMARKS** If any question is answered yes, please provide detailed information or complete appropriate form(s)

Question No.	Details

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

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**Section D: Evidence of Insurability****MEDICAL**

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

1.	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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Diabetes, glucose intolerance, thyroid or pituitary disorder or any other endocrine or glandular disorder?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Asthma, shortness of breath, COPD, emphysema, pneumonia, bronchitis, tuberculosis, or any other disorder of the respiratory system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Depression, anxiety, panic attacks, ADD/ADHD, emotional disorder, or any other psychiatric disorder or disturbance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Seizure disorder, fainting, dizziness, multiple sclerosis, paralysis, or any other neurological disorder of the brain or nervous system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Hepatitis, cirrhosis, or any other liver disorder?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
i.	Albumin, protein, blood or sugar in the urine or any disorder of the kidney, bladder, breasts, ovaries, prostate or other reproductive organs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
j.	Any sexually transmitted diseases?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
k.	Gout, arthritis, connective tissue disease, immune system disorder or any other disease of the joints, muscles, nerves or bones?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
l.	Anemia, clotting or platelet disorder, chronic infections, or any other disorder of the blood?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
m.	Any disorder of the eyes, ears, nose, or throat?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Are you currently pregnant? If "Yes," what is the expected date of delivery?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Has your weight changed by more than 10 lbs. during the past 12 months? If "Yes," please provide reason for the weight change; if you gained or lost weight; and how much.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Has the Proposed Insured ever tested positive for antibodies to the AIDS (Acquired Immune Deficiency Syndrome) Human T-Cell Lymphotropic Human Immunodeficiency Virus (HIV)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Have you ever been advised by a licensed medical professional to reduce or discontinue the use of alcohol or drugs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Other than as noted above, have you ever been counseled or treated because of alcohol, controlled substance or drug use?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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**Section E: Authorization for ALL Requests**

**I understand** that any certificate reinstatement of or changes to this insurance will not take effect unless and until, during the lifetime of the Insured, TIAA-CREF Life Insurance Company (TIAA-CREF Life) has both: (1) received the required payment and (2) approved the certificate reinstatement of or changes to the insurance applied for on the life of the insured. TIAA-CREF Life will notify me in writing of the approval date.

**I understand** that the “Incontestability” and “Suicide” provisions of any certificate reinstatement or changes will be measured from the Effective Date of the reinstatement or change.

**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 certificate reinstatement, or changes to this insurance, or as may be otherwise lawfully required, or as I may further authorize any such information.

**I authorize** TIAA-CREF Life or its reinsurers to make a brief report of my personal health information to MIB, Inc. **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 certificate reinstatement or changes to this 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 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 reinstating or changing this insurance.

**Fraud Warning**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application 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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**SIGNATURES:** Please Complete all that are applicable:

Complete **A** for all changes

Complete **B** if a person other than the insured owns this certificate

Complete **C** if there is an irrevocable beneficiary on this certificate

Complete **D** if there is an assignee on this certificate

Complete **E** if a trust or a business owns this certificate

SECTION A - Signature of Insured #1

X \_\_\_\_\_  
 Printed Name and Signature Signed at (City, State) Date

SECTION A - Signature of Insured #2

X \_\_\_\_\_  
 Printed Name and Signature Signed at (City, State) Date

SECTION B - Signature of Owner

X \_\_\_\_\_  
 Printed Name and Signature Signed at (City, State) Date

SECTION B - Signature of Co-Owner (if applicable)

X \_\_\_\_\_  
 Printed Name and Signature Signed at (City, State) Date

SECTION C - Signature of Irrevocable Beneficiary (not required for certificate reinstatement)

X \_\_\_\_\_  
 Printed Name and Signature Signed at (City, State) Date

SECTION D - Signature of Assignee (not required for certificate reinstatement)

X \_\_\_\_\_  
 Printed Name and Signature Signed at (City, State) Date

SECTION E - Signature of Authorized Trustee/Corporate Officer

X \_\_\_\_\_  
 Printed Name and Signature Signed at (City, State) Date

[TITIY]  
 [(XX/12)]

TCL-MFGRPC-G





CUSTOMIZED SCHEDULE

Please Print in Black or Blue Ink

Section A: Proposed Insured(s) and Owner(s)

Proposed Insured #1

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

Proposed Insured #2

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

Owner(s) Check here if same as Proposed Insured #1 [ ] Proposed Insured #2 [ ]

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

Additional Owner(s) (If multiple 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.

Table with 4 columns: Policy Year(s), Amount, Policy Year(s), Amount. Rows 1-20 for each column.

[TITMCS] [(XX/12)]





TEMPORARY LIFE INSURANCE RECEIPT AND AGREEMENT

Please Print in Black or Blue Ink

Proposed Insured(s)

Proposed Insured #1

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

Proposed Insured #2

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

Owner(s) Check here if same as Proposed Insured #1 [ ] Proposed Insured #2 [ ]

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

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

Receipt

The Company acknowledges receipt of \$ \_\_\_\_\_ paid in connection with the Enrollment Form for Life Insurance dated \_\_\_\_\_ on \_\_\_\_\_ (name of Proposed Life Insured - Life One) and \_\_\_\_\_ (name of Proposed Life Insured - Life Two).

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

Table with 3 columns: Question, Proposed Insured #1 (Yes/No), Proposed Insured #2 (Yes/No). Contains 3 main questions regarding age, medical history, and HIV testing.

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.

[T I T A]
[(XX/12)]



**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		
Please Print Name of Owner	Signature of Owner, Trustee or Corporate Officer	Date
X		
Please Print Name of Co-Owner	Signature of Co-Owner	Date
X		
Please Print Name of Agent	Signature of Agent	Date

[T I T A]  
 [(XX/12)]





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.

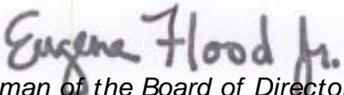
### **Dollar cost averaging transfer program**

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 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 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.

  
Chairman of the Board of Directors

SERFF Tracking #:

TCRE-128620695

State Tracking #:

Company Tracking #:

TGMJVUL-2012

State:

Arkansas

Filing Company:

TIAA-CREF Life Insurance Company

TOI/Sub-TOI:

L06G Group Life - Variable/L06G.202 Joint (Last Survivor) - Flexible Premium

Product Name:

TIAA-CREF Survivorship Variable Universal Life

Project Name/Number:

TIAA-CREF Survivorship Variable Universal Life/TGMJVUL-2012

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Readability Certification JVUL.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	See Genreal information		

		Item Status:	Status Date:
Satisfied - Item:	Required Certifications		
Comments:			
Attachment(s):			
AR VUL Rate Filing Cert.pdf			
AR VUL Reg 33 Cert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	redline form		
Comments:			
Attachment(s):			
TGMJVUL-2012-AR redline correct .pdf			

TIAA-CREF Life Insurance Company

Form Number TGMJVUL-2012 et al

This is to certify that the attached policy forms are in compliance with the readability laws and regulations of your state.

Form Number	Score
TCL-MGSPLIT.1	50.5
TCL-MGENSPLIT.1	59.6
TCL-MGESTPROT.1	51.4
TCL-MGJAL.1	55.1
TCL-MFGAMD-G.2	51.3
TCL-MFGAOW-G.2	51.3
TCL-MFGFAP-G.2	50.7
TCL-MFGROP-G.2	50.8
TCL-MFGRPC-G.2	50.6
TCL-MFGSCH-G.2	64.9
TCL-MFGTIA-G.2	50.3

Signature of qualified actuary: \_\_\_\_\_



Name (typed or printed): Jeffrey S. Goldin, FSA, MAAA

Title or business affiliation: Actuary

Date: August 9, 2012

INDETERMINATE PREMIUM ONLY

STATE OF ARKANSAS

CONSENT TO SUBMIT RATES  
AND/OR COST BASES FOR APPROVAL

**TIAA-CREF Life Insurance Company**

(Company Name)

New York, NY 10017

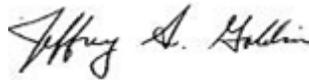
(City and State)

does hereby consent and agree

(A) that all premium rates and/or cost bases both "maximum" and "current or projected", used in relation to policy form number TGMJVUL-2012-AR must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

(B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.



\_\_\_\_\_  
(Signature of Company Officer)

Jeffrey S. Goldin, FSA, MAAA

(Type Name of Person Signing)

Actuary

(Officer Title)

TIAA-CREF Life Insurance Company

Form Numbers TGMJVUL-2012-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: August 10, 2012



Financial Services

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

## Your Flexible Premium Last Survivor 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 any or all 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

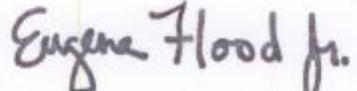
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with 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]

  
Secretary

  
Chairman of the Board of Directors

### Key features of your Flexible Premium Last Survivor Variable Universal Life Insurance Certificate

- Adjustable death benefit
- Flexible premiums payable during either 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 last surviving 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.

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## **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.

Certificate ownership and beneficiaries ..... 13

Who owns your certificate

About your beneficiaries

**The death benefit ..... 15**

What we pay to your beneficiaries

When we pay death benefit proceeds

Understanding the minimum death benefit

How death benefit proceeds are calculated

Changing your death benefit option

Changing the total Face Amount

Scheduled Face Amount increases

**Accelerated death benefit**

Charitable giving benefit

**All about premiums..... 20**

Making premium payments

Limits on the premium payments you can make

**Allocating your premiums**

**Your investment options..... 23**

The fixed account options

The investment accounts

Transferring among investment options

Dollar cost averaging transfer program

Automatic account rebalancing program

About the separate account

**Loans, withdrawals and surrenders ..... 27**

About loans

Making withdrawals

Surrendering your certificate





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**About your premium payments**

Minimum first premium \$[1,000.00]  
Planned premium \$[1,000.00]  
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 \$[39.23]]

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 [ \$627.60]]

[Initial Guideline Single Premium [ \$5,659.20]]

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**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 rate credited in the Fixed Account and in the Enhanced Fixed Account is [2.50%]. 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.

**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.

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 annual effective interest rate credited to the loan account is [2.50%]. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%].

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.

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**Certificate charges** **Charges deducted from your premiums**

We deduct a premium expense charge from each premium paid.

Guaranteed maximum premium expense charge: [10]% Years 1 – 10  
[5]% Thereafter

**Charges deducted from your certificate**

We deduct a monthly charge that has four components:

- Guaranteed maximum certificate fee: \$[20.00] per month
- Guaranteed maximum administrative expense charge per \$1000.00 base Face Amount in certificate Months 1-60: [0.1655]
- Guaranteed maximum administrative expense charge per \$1000.00 supplemental Face Amount in certificate Months 1-60: [0.0248]
- Guaranteed maximum asset based risk charge:  
Percentage for certificate years 1-15: [0.05% ](monthly rate)  
Percentage for certificate years 16 and thereafter: [0.02%] (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 ages, genders and underwriting classes of each person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>	<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>	<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>
[1	0.000081	30	0.202074	59	13.618298
2	0.000262	31	0.241047	60	15.166229
3	0.000478	32	0.285826	61	17.013106
4	0.000727	33	0.336942	62	18.772943
5	0.001018	34	0.396405	63	20.601219
6	0.001362	35	0.464330	64	21.190954
7	0.001775	36	0.545537	65	22.348278
8	0.002282	37	0.641687	66	24.017876
9	0.002908	38	0.761021	67	25.719757
10	0.003692	39	0.897831	68	27.631269
11	0.004670	40	1.054298	69	29.733563
12	0.005838	41	1.235246	70	32.066502
13	0.007297	42	1.443083	71	34.606978
14	0.008882	43	1.686363	72	37.236864
15	0.010768	44	1.971894	73	39.951802
16	0.013156	45	2.302686	74	42.702483
17	0.016072	46	2.680477	75	45.577632
18	0.019799	47	3.149034	76	48.529634
19	0.024299	48	3.678985	77	51.387584
20	0.029911	49	4.253278	78	54.177850
21	0.036943	50	4.901112	79	56.749131
22	0.045454	51	5.636633	80	60.298242
23	0.055591	52	6.395372	81	63.630126
24	0.066987	53	7.350130	82	67.092358
25	0.080368	54	8.374027	83	70.879341
26	0.096408	55	9.467780	84	74.408945
27	0.116001	56	10.539794	85	78.002104]
28	0.140124	57	11.306022		
29	0.168707	58	12.321989		

### [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 ages, genders and underwriting classes of each person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

<b>YEAR</b>	<b>FACTOR</b>		<b>YEAR</b>	<b>FACTOR</b>		<b>YEAR</b>	<b>FACTOR</b>
[1	138.23		30	420.88		59	874.20
2	143.76		31	436.17		60	886.19
3	149.51		32	451.83		61	898.30
4	155.48		33	467.85		62	910.98
5	161.69		34	484.22		63	925.17
6	168.15		35	500.92		64	942.91
7	174.86		36	517.93		65	966.82
8	181.84		37	535.20		66	1,000.00
9	189.08		38	552.69		67	1,000.00
10	196.62		39	570.34		68	1,000.00
11	204.44		40	588.12		69	1,000.00
12	212.57		41	605.97		70	1,000.00
13	221.01		42	623.86		71	1,000.00
14	229.78		43	641.74		72	1,000.00
15	238.88		44	659.52		73	1,000.00
16	248.33		45	677.14		74	1,000.00
17	258.13		46	694.52		75	1,000.00
18	268.29		47	711.55		76	1,000.00
19	278.83		48	728.10		77	1,000.00
20	289.75		49	744.13		78	1,000.00
21	301.06		50	759.65		79	1,000.00
22	312.76		51	774.57		80	1,000.00
23	324.85		52	788.93		81	1,000.00
24	337.35		53	802.64		82	1,000.00
25	350.25		54	815.53		83	1,000.00
26	363.57		55	827.65		84	1,000.00
27	377.31		56	839.13		85	1,000.00]
28	391.44		57	850.55			
29	405.97		58	862.30			

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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 persons named in the enrollment form who make the decisions about the certificate and its benefits while either of the persons 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 persons insured by the certificate are the owners.

#### *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 at any time during the lifetime of either insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not either 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 persons 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 last surviving 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 last surviving 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 last surviving insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, you 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 last surviving 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 younger 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 last surviving 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 both of the persons insured and all information and documents requested by us.

- Both persons must have died while the certificate is in force. If both persons insured by the certificate die at the same time, or if it is unclear who dies first, we will assume the younger of the two died later.
- 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 either person insured by this 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 a 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 last surviving 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 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:

- Both persons insured by the certificate must be living at the time of the change 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:

- Both persons 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:

- Both persons 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:

- Both persons insured by the certificate ~~may~~must be living and neither may 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 classes 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.
- 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.
- At least one 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.
- 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.

**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 the base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting classes 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 one of the persons insured by your certificate has died and the last surviving person insured by the certificate is diagnosed with a terminal illness, you can apply to get any or all 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.

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. Death benefits provided by any riders attached to this certificate may be accelerated only if indicated in those riders.

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.

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 last surviving 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.
- Submit due proof of death that the first insured has died.
- 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 last surviving 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 the suicide of either person insured by this certificate, 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 the suicide of either person insured by this certificate, 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 last surviving 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 last surviving 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 either person insured by the certificate is living and the younger insured 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 younger insured reaches 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 a 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: (a) \$2,000, (b) 25% of the current balance in the Fixed Account or (c) 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: (a) \$2,000, (b) 10% of the current balance in the Enhanced Fixed Account, or (c) 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 Department of Financial Services.

## 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 at least one of the persons 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.

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 last surviving 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 at least one of the persons 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.

**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. 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.

## **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 either of the persons insured by the certificate incorrectly on your enrollment form and at least one of the two people insured by the certificate is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender of either person. 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; and
- any fees deducted from the accounts for transfers.

#### *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; and
- to pay for any transfer fees.

#### *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 younger 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 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 ages, genders and underwriting classes of each of the persons 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*

- 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 persons insured by the certificates have the same issue ages, genders and underwriting classes. 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 either of the persons 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. If only one person insured by the certificate is living, you can't reinstate the certificate if the other person died while the certificate wasn't in force.

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 owner 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 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 names of the persons 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 death of the surviving person insured 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 after the death of both insureds, we find out that you stated the age or gender of either of the persons 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**

With respect to each life insured, this certificate will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date, we will not contest this certificate due to a material misrepresentation concerning only such insured, after 12 months have elapsed since we received proof of death of such insured. If we successfully contest this certificate during the first two years, we will refund your premiums.

With respect to each life insured, 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 lifetime of that insured 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 lifetime of that insured for two years from the date the increase takes effect. If the death of the first insured to die occurs within two years after the effective date of a change of the death benefit option or an increase in the Face Amount subject to evidence of insurability, we will not contest this certificate due to a material misrepresentation concerning such insured, after 12 months have elapsed since we received proof of death of such insured. 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.

With respect to each life insured, if this certificate is reinstated, statements made in the reinstatement application will be incontestable after this certificate has been in force during the lifetime of that insured for two years from the reinstatement date. If the death of the first insured to die occurs within two years after the date of reinstatement, we will not contest this certificate due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

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 a person insured by the certificate commits suicide**

In the event of the suicide of either person insured by this certificate, 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 either person insured by this certificate, 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.

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 ages as of nearest birthday, genders, and if applicable, the tobacco use status of each of the persons 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 ages, genders and underwriting classes of each of the persons 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.

#### **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 both persons 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 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 both persons insured by the certificate die, 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 each 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 persons insured by the certificate, or a person who lives with you or the persons 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 each person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health, whether or not each 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 Last Survivor Variable Universal Life Insurance Certificate**

- **Adjustable death benefit**
- **Flexible premiums payable during either 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 last surviving 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**

**SERFF Tracking #:**

TCRE-128620695

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

TGMJVUL-2012

**State:**

Arkansas

**Filing Company:**

TIAA-CREF Life Insurance Company

**TOI/Sub-TOI:**

L06G Group Life - Variable/L06G.202 Joint (Last Survivor) - Flexible Premium

**Product Name:**

TIAA-CREF Survivorship Variable Universal Life

**Project Name/Number:**

TIAA-CREF Survivorship Variable Universal Life/TGMJVUL-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)
08/07/2012	Form	Flexible Premium Last Survivor Variable Universal Life Insurance Certificate	08/24/2012	TGMJVUL-2012-AR.pdf (Superceded)



Financial Services

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

## Your Flexible Premium Last Survivor 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 any or all 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

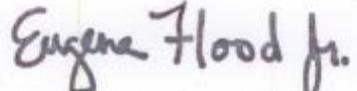
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with 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]

  
Secretary

  
Chairman of the Board of Directors

### Key features of your Flexible Premium Last Survivor Variable Universal Life Insurance Certificate

- Adjustable death benefit
- Flexible premiums payable during either 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 last surviving 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.

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## **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.

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## **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.

Certificate ownership and beneficiaries ..... 13

Who owns your certificate

About your beneficiaries

**The death benefit** ..... 15

What we pay to your beneficiaries

When we pay death benefit proceeds

Understanding the minimum death benefit

How death benefit proceeds are calculated

Changing your death benefit option

Changing the total Face Amount

Scheduled Face Amount increases

**Accelerated death benefit**

Charitable giving benefit

**All about premiums**..... 20

Making premium payments

Limits on the premium payments you can make

**Allocating your premiums**

**Your investment options**..... 23

The fixed account options

The investment accounts

Transferring among investment options

Dollar cost averaging transfer program

Automatic account rebalancing program

About the separate account

**Loans, withdrawals and surrenders** ..... 27

About loans

Making withdrawals

Surrendering your certificate





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**About your  
premium  
payments**

Minimum first premium \$[1,000.00]  
Planned premium \$[1,000.00]  
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 \$[39.23]]

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.

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**Tax test**

Tax test [GUIDELINE PREMIUM TEST]

[Initial Guideline Level Premium [ \$627.60]]

[Initial Guideline Single Premium [ \$5,659.20]]

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**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.

---

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**The investment options**

The guaranteed minimum annual effective interest rate credited in the Fixed Account and in the Enhanced Fixed Account is [2.50%]. 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.

**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.

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 annual effective interest rate credited to the loan account is [2.50%]. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%].

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.

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**Certificate charges** **Charges deducted from your premiums**

We deduct a premium expense charge from each premium paid.

Guaranteed maximum premium expense charge: [10]% Years 1 – 10  
[5]% Thereafter

**Charges deducted from your certificate**

We deduct a monthly charge that has four components:

- Guaranteed maximum certificate fee: \$[20.00] per month
- Guaranteed maximum administrative expense charge per \$1000.00 base Face Amount in certificate Months 1-60: [0.1655]
- Guaranteed maximum administrative expense charge per \$1000.00 supplemental Face Amount in certificate Months 1-60: [0.0248]
- Guaranteed maximum asset based risk charge:  
Percentage for certificate years 1-15: [0.05% ](monthly rate)  
Percentage for certificate years 16 and thereafter: [0.02%] (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 ages, genders and underwriting classes of each person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>	<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>	<b>CERTIFICATE YEAR</b>	<b>GUARANTEED MAXIMUM MONTHLY RATE</b>
[1	0.000081	30	0.202074	59	13.618298
2	0.000262	31	0.241047	60	15.166229
3	0.000478	32	0.285826	61	17.013106
4	0.000727	33	0.336942	62	18.772943
5	0.001018	34	0.396405	63	20.601219
6	0.001362	35	0.464330	64	21.190954
7	0.001775	36	0.545537	65	22.348278
8	0.002282	37	0.641687	66	24.017876
9	0.002908	38	0.761021	67	25.719757
10	0.003692	39	0.897831	68	27.631269
11	0.004670	40	1.054298	69	29.733563
12	0.005838	41	1.235246	70	32.066502
13	0.007297	42	1.443083	71	34.606978
14	0.008882	43	1.686363	72	37.236864
15	0.010768	44	1.971894	73	39.951802
16	0.013156	45	2.302686	74	42.702483
17	0.016072	46	2.680477	75	45.577632
18	0.019799	47	3.149034	76	48.529634
19	0.024299	48	3.678985	77	51.387584
20	0.029911	49	4.253278	78	54.177850
21	0.036943	50	4.901112	79	56.749131
22	0.045454	51	5.636633	80	60.298242
23	0.055591	52	6.395372	81	63.630126
24	0.066987	53	7.350130	82	67.092358
25	0.080368	54	8.374027	83	70.879341
26	0.096408	55	9.467780	84	74.408945
27	0.116001	56	10.539794	85	78.002104]
28	0.140124	57	11.306022		
29	0.168707	58	12.321989		

### [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 ages, genders and underwriting classes of each person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

<b>YEAR</b>	<b>FACTOR</b>		<b>YEAR</b>	<b>FACTOR</b>		<b>YEAR</b>	<b>FACTOR</b>
[1	138.23		30	420.88		59	874.20
2	143.76		31	436.17		60	886.19
3	149.51		32	451.83		61	898.30
4	155.48		33	467.85		62	910.98
5	161.69		34	484.22		63	925.17
6	168.15		35	500.92		64	942.91
7	174.86		36	517.93		65	966.82
8	181.84		37	535.20		66	1,000.00
9	189.08		38	552.69		67	1,000.00
10	196.62		39	570.34		68	1,000.00
11	204.44		40	588.12		69	1,000.00
12	212.57		41	605.97		70	1,000.00
13	221.01		42	623.86		71	1,000.00
14	229.78		43	641.74		72	1,000.00
15	238.88		44	659.52		73	1,000.00
16	248.33		45	677.14		74	1,000.00
17	258.13		46	694.52		75	1,000.00
18	268.29		47	711.55		76	1,000.00
19	278.83		48	728.10		77	1,000.00
20	289.75		49	744.13		78	1,000.00
21	301.06		50	759.65		79	1,000.00
22	312.76		51	774.57		80	1,000.00
23	324.85		52	788.93		81	1,000.00
24	337.35		53	802.64		82	1,000.00
25	350.25		54	815.53		83	1,000.00
26	363.57		55	827.65		84	1,000.00
27	377.31		56	839.13		85	1,000.00]
28	391.44		57	850.55			
29	405.97		58	862.30			

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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 persons named in the enrollment form who make the decisions about the certificate and its benefits while either of the persons 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 persons insured by the certificate are the owners.

#### *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 at any time during the lifetime of either insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not either 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 persons 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 last surviving 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 last surviving 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 last surviving insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, you 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 last surviving 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 younger 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 last surviving 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 both of the persons insured and all information and documents requested by us.

- Both persons must have died while the certificate is in force. If both persons insured by the certificate die at the same time, or if it is unclear who dies first, we will assume the younger of the two died later.
- 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 either person insured by this 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 a 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 last surviving 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 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:

- Both persons insured by the certificate must be living at the time of the change 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:

- Both persons 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:

- Both persons 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:

- Both persons insured by the certificate may be living and neither may 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 classes 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.
- 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.
- At least one 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.
- 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, cancellation of a scheduled increase will be considered a requested decrease in total Face Amount.

**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 the base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting classes 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 one of the persons insured by your certificate has died and the last surviving person insured by the certificate is diagnosed with a terminal illness, you can apply to get any or all 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.

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. Death benefits provided by any riders attached to this certificate may be accelerated only if indicated in those riders.

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.

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 last surviving 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.
- Submit due proof of death that the first insured has died.
- 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 last surviving 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 the suicide of either person insured by this certificate, 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 the suicide of either person insured by this certificate, 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 last surviving 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 last surviving 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 either person insured by the certificate is living and the younger insured 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 younger insured reaches 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 a 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: (a) \$2,000, (b) 25% of the current balance in the Fixed Account or (c) 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: (a) \$2,000, (b) 10% of the current balance in the Enhanced Fixed Account, or (c) 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 Department of Financial Services.

## 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 at least one of the persons 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.

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 last surviving 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 at least one of the persons 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.

**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. 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.

## **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 either of the persons insured by the certificate incorrectly on your enrollment form and at least one of the two people insured by the certificate is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender of either person. 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; and
- any fees deducted from the accounts for transfers.

#### *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; and
- to pay for any transfer fees.

#### *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 younger 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 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 ages, genders and underwriting classes of each of the persons 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*

- 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 persons insured by the certificates have the same issue ages, genders and underwriting classes. 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 either of the persons 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. If only one person insured by the certificate is living, you can't reinstate the certificate if the other person died while the certificate wasn't in force.

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 owner 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 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 names of the persons 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 death of the surviving person insured 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 after the death of both insureds, we find out that you stated the age or gender of either of the persons 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**

With respect to each life insured, this certificate will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date, we will not contest this certificate due to a material misrepresentation concerning only such insured, after 12 months have elapsed since we received proof of death of such insured. If we successfully contest this certificate during the first two years, we will refund your premiums.

With respect to each life insured, 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 lifetime of that insured 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 lifetime of that insured for two years from the date the increase takes effect. If the death of the first insured to die occurs within two years after the effective date of a change of the death benefit option or an increase in the Face Amount subject to evidence of insurability, we will not contest this certificate due to a material misrepresentation concerning such insured, after 12 months have elapsed since we received proof of death of such insured. 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.

With respect to each life insured, if this certificate is reinstated, statements made in the reinstatement application will be incontestable after this certificate has been in force during the lifetime of that insured for two years from the reinstatement date. If the death of the first insured to die occurs within two years after the date of reinstatement, we will not contest this certificate due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

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 a person insured by the certificate commits suicide**

In the event of the suicide of either person insured by this certificate, 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 either person insured by this certificate, 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.

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 ages as of nearest birthday, genders, and if applicable, the tobacco use status of each of the persons 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 ages, genders and underwriting classes of each of the persons 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.

#### **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 both persons 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 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 both persons insured by the certificate die, 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 each 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 persons insured by the certificate, or a person who lives with you or the persons 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 each person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health, whether or not each 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 Last Survivor Variable Universal Life Insurance Certificate**

- **Adjustable death benefit**
- **Flexible premiums payable during either 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 last surviving 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**