

**State:** Arkansas **Filing Company:** Gerber Life Insurance Company  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** Grow-up ICC12  
**Project Name/Number:** GERBER/186.1/186.1

## Filing at a Glance

Company: Gerber Life Insurance Company  
Product Name: Grow-up ICC12  
State: Arkansas  
TOI: L071 Individual Life - Whole  
Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Filing Type: Form  
Date Submitted: 12/31/2012  
SERFF Tr Num: FRCS-128828935  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: 5860.1  
  
Implementation: On Approval  
Date Requested:  
Author(s): Michael Cochran, Kevin Wiggs  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 01/07/2013  
Disposition Status: Approved-Closed  
Implementation Date:

State Filing Description:

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## General Information

Project Name: GERBER/186.1 Status of Filing in Domicile: Pending  
Project Number: 186.1 Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted to the domicile state on this same date.  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Individual Market Type:  
Overall Rate Impact: Filing Status Changed: 01/07/2013  
State Status Changed: 01/07/2013  
Deemer Date: Created By: Michael Cochran  
Submitted By: Sheila Lawrence Corresponding Filing Tracking Number:

### Filing Description:

We have been retained by Gerber Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$100 has been sent by EFT on this same date.

The Company offers their assurances that the Complaint Notice required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

These forms are new and are not intended to replace any currently approved by your Department.

Policy form GPP-12-TWL-AR is a level premium, increasing death benefit whole life insurance policy to age 121. Policy GPP-12-TWL-AR will be issued from age 0 (14 days) through age 14.

Premiums are unisex. Premiums (rates per \$1,000) vary by issue age and face amount. The death benefit automatically doubles on the policy anniversary after the Insured attains age 18 with no increase in premium.

Application AGPP-12-TWL-AR will be used to apply for policy GPP-12-TWL-AR.

Form GPO-12 is a Guaranteed Purchase Option rider offered with this policy

Policy form GPP-12-TWL-AR will only be marketed by selected marketing organizations contracted with the Company.

These forms will be sold through direct marketing, by personal contact with a producer/agent in person or on the telephone and via the internet. When used on the internet, the applicant will need to complete questions regarding the insured's age and state of residence. Based on this information, the correct application will appear in the same format as will be made a part of the policy at issue.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

## Company and Contact

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**Project Name/Number:** GERBER/186.1/186.1

**Filing Contact Information**

Michael Cochran, Compliance Specialist michael.cochran@firstconsulting.com  
 1020 Central 800-927-2730 [Phone] 2756 [Ext]  
 Suite 201 816-391-2755 [FAX]  
 Kansas City, MO 64105

**Filing Company Information**

(This filing was made by a third party - FC01)

Gerber Life Insurance Company	CoCode: 70939	State of Domicile: New York
1311 Mamaroneck Avenue	Group Code: 4483	Company Type:
White Plains, NY 10605	Group Name:	State ID Number:
(914) 272-4025 ext. [Phone]	FEIN Number: 13-2611847	

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation: \$50 x 2 forms = \$100.  
 Per Company: No

Company	Amount	Date Processed	Transaction #
Gerber Life Insurance Company	\$100.00	12/31/2012	66126127

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/07/2013	01/07/2013

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## Disposition

Disposition Date: 01/07/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Third Party Authorization		Yes
Supporting Document	Certificate of Compliance		Yes
Supporting Document	Statement of Variability		Yes
Form	Individual Whole Life Insurance Policy with Introductory Term		Yes
Form	Individual Whole Life Insurance with Introductory Term Application		Yes

State: Arkansas

Filing Company:

Gerber Life Insurance Company

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

Product Name: Grow-up ICC12

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## Form Schedule

### Lead Form Number: GPP-12-TWL-AR

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Individual Whole Life Insurance Policy with Introductory Term	GPP-12-TWL-AR	POL	Initial		52.800	GPP-12-TWL-AR.pdf
2		Individual Whole Life Insurance with Introductory Term Application	AGPP-12-TWL-AR	AEF	Initial		53.100	AGPP-12-TWL-AR.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

**GERBER LIFE INSURANCE COMPANY**

A Stock Company  
Home Office

[1311 Mamaroneck Ave, White Plains, New York 10605]  
Customer Service [1-800-253-3074]

Gerber Life Insurance Company (“We”, “Our”, “Us” or “the Company”) promises to pay the Death Benefit to the Beneficiary, subject to the provisions of the Policy. The Death Benefit is payable upon receipt at Our Administrative Office of proof satisfactory to Us of the Insured’s death. This Policy is issued in consideration of the Application and payment of the premium(s) as described within the Policy. This Policy is a legal Contract between the Owner (“You” or “Your”) and Gerber Life Insurance Company. **READ YOUR POLICY CAREFULLY.**

This Policy will not take effect until it has been approved and the initial full premium(s) due have been received by Us while all persons to be insured are alive and actually in the same state of health and insurability as described in the Application. You must notify Us of any changes to the statements and answers given by You in any part of the Application which occur before the Policy is approved and payment is received by Us. Times referred to in the Policy begin at 12:01 A.M. Standard Time at the residence of the Insured.

**DISCLOSURE: The Policy may not qualify as life insurance after the Insured’s attained age 100 under federal tax law and may be subject to adverse tax consequences. A tax advisor should be consulted. A tax advisor should also be consulted with regard to payout of the net cash surrender value on the Maturity Date.**

**NOTICE OF 30 DAY RIGHT TO EXAMINE POLICY**

If for any reason You are not satisfied with this Policy, You may cancel it no later than thirty (30) days after the Policy has been received by You. You may cancel it by returning the Policy, with a written request to cancel, to the agent who sold it or to Our Administrative Office. Upon Our receipt of the Policy and request to cancel, the Policy shall be void from the inception. We will refund all premiums paid and it shall be as if no Policy was issued.

Signed by the Company:



President and CEO



Secretary

**WHOLE LIFE POLICY  
WITH INTRODUCTORY TERM  
Insurance Payable at Death  
Automatic Increase of Face Amount  
on the Policy Anniversary after the Insured Becomes Age 18  
Premiums Are Payable to Age 121  
Non-Participating – No Dividends Applicable  
See Policy Specifications for Amount of Insurance and Premiums**

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Additional benefits and riders, if any, and a copy of the Application are attached to the Policy.

**POLICY SPECIFICATIONS**

<b>INSURED</b>	[JAMES DOE]	<b>POLICY NUMBER</b>	[SPECIMEN]
<b>FACE AMOUNT</b>		<b>SEX</b>	[MALE]
Introductory Term	[\$ 2,500]	<b>AGE</b>	[5]
Juvenile Whole Life	[\$10,000]		
Adult Whole Life	[\$20,000]		
		<b>INTRODUCTORY TERM PERIOD:</b>	[March 1, 2013 to May 31, 2013]
<b>MATURITY DATE</b>	[March 1, 2129]	<b>POLICY DATE</b>	[March 1, 2013]
<b>OWNER</b>	[JOHN DOE]	<b>ISSUE DATE</b>	[March 1, 2013]
<b>BENEFICIARY</b>	REFER TO APPLICATION – UNLESS SUBSEQUENTLY CHANGED		

<b>FORM NO</b>	<b>BENEFIT</b>	<b>YEARS PAYABLE</b>	<b>ANNUAL PREMIUM</b>
GPP-12-TWL-AR	FACE AMOUNT PAYABLE AT DEATH	[3] months  To Age 121	[\$.60] for [3] months  [\$ 79.64]
GPO-12	Guaranteed Purchase Option Rider	To Age 40	[\$ 2.64]

**Premium Mode Selected:** [Annual]

**Premium Due Date:** [01/01]

<b>Premium Modes Available:</b>	<b>Annual</b>	<b>Semi-Annual</b>	<b>Quarterly</b>	<b>Monthly and Credit Card</b>	<b>Monthly PAC</b>
<b>Until Age 121</b>	[\$ 82.28]	[\$ 42.64]	[\$ 21.69]	[\$ 7.48]	[\$ 6.86]

**Jurisdiction of Issue:** Arkansas

**Division of Insurance Telephone Number:** 1-800-282-9134

**POLICY SPECIFICATIONS**  
(continued)

**TABLE OF GUARANTEED POLICY VALUES**

THE VALUES SHOWN BELOW ARE THE GUARANTEED VALUES PROVIDED BY THE POLICY. THE VALUES ASSUME THAT THE FULL ANNUAL PREMIUM SHOWN ON THE POLICY SPECIFICATIONS PAGE IS PAID EACH YEAR. THE VALUES ASSUME NO ADJUSTMENT FOR INDEBTEDNESS SECURED BY THIS POLICY.

<b>END OF POLICY YEAR</b>	<b>CASH OR LOAN VALUE</b>	<b>REDUCED PAID UP INSURANCE</b>	<b>EXTENDED TERM INSURANCE YEARS</b>	<b>DAYS</b>
1	[0.00	0.00	0	0
2	0.00	0.00	0	0
3	6.40	83.10	3	31
4	69.80	873.10	13	194
5	135.60	1,634.80	20	22
6	204.10	2,371.80	26	355
7	275.00	3,080.90	32	186
8	348.20	3,762.40	36	144
9	424.10	4,420.80	39	104
10	502.20	5,053.20	41	125
11	582.80	5,663.70	42	322
12	665.80	6,252.20	44	37
13	751.70	6,823.00	45	14
14	833.60	7,315.00	45	275
15	918.50	7,791.70	46	112
16	1,006.40	8,252.80	46	269
17	1,097.80	8,701.00	47	24
18	1,192.60	9,134.80	47	110
19	1,291.00	9,555.60	47	165
20	1,393.00	9,962.80	47	189
AT AGE 65	9,432.00	18,441.70	27	364
AT AGE 100	17,693.10	19,805.40	8	221
AT AGE 121	20,000.00 ]	--	--	--

CASH VALUES, REDUCED PAID-UP INSURANCE VALUES, AND EXTENDED TERM INSURANCE ARE BASED ON THE COMMISSIONER'S 2001 STANDARD ORDINARY COMPOSITE MORTALITY TABLE BLENDED TABLE D (50/50), AGE LAST BIRTHDAY WITH INTEREST AT 4%.

VALUES FOR YEARS NOT SHOWN WILL BE FURNISHED UPON REQUEST.

## DEFINITIONS

**ADMINISTRATIVE OFFICE** – The Company's office at [445 State Street, Fremont, MI 49412].

**AGE** - The Insured's age at last birthday.

**APPLICATION** - The Application for this Policy, including all signed questionnaires and amendments which are attached to and made a part of this Policy.

**BENEFICIARY** - The person or persons named to receive the Death Benefits of this Policy subject to its terms.

**CASH VALUE** - The Cash Value to age 121 is shown in the Table of Guaranteed Policy Values on the Policy Specifications page.

The Cash Values shown assume that all premiums have been paid. The values assume no adjustment for Indebtedness secured by this Policy.

**DEATH BENEFIT** – The Death Benefit, as stated in the Payment of Death Benefit provision, is the amount payable on the death of the Insured.

**FACE AMOUNT** - Until the Policy anniversary after the Insured becomes age 18, the Juvenile Whole Life amount as specified on the Policy Specifications page. On and after the Policy anniversary after the Insured becomes age 18, the Face Amount is the Adult Whole Life amount as specified on the Policy Specifications page.

**GRACE PERIOD** – The amount of time the Owner has to pay overdue premiums before the Policy lapses as defined in the Grace Period provision.

**HOME OFFICE** - Gerber Life Insurance Company's office at the address shown on the first page.

**INDEBTEDNESS** – All existing loans or liens on this Policy plus unpaid earned interest.

**INSURED** - The person whose life is insured under the Policy and is named as such on the Policy Specifications page.

**INTRODUCTORY TERM** – Coverage provided during the Introductory Term Period specified on the Policy Specification page. During the Introductory Term Period, there is no Cash Value.

**ISSUE DATE** – The date the Policy is issued by the Company.

**LAPSE** – A Lapse is a termination of the Policy as defined in the Nonpayment of Premium provision.

**MATURITY DATE** – The date as set forth on the Policy Specifications page. If the Insured is alive on the Maturity Date We will pay the proceeds as provided in the Policy.

**NET CASH VALUE** - The Net Cash Value is the Cash Value less any Indebtedness and any unpaid and due premium.

**OWNER** - The Owner of the Policy is the person named on the Policy Specifications page.

**POLICY DATE** - The effective date of coverage under this Policy if all the terms of the Application and Policy are satisfied, including the payment of all premiums due. This is the date from which Policy anniversaries, Policy years, Policy months and premium due dates are determined. This date is shown on the Policy Specifications page.

**PREMIUM** – Premium is the amount due to Us payable at Our Administrative Office in the amount set forth on the Policy Specifications page.

## PAYMENT OF PROCEEDS

### Proceeds

Proceeds mean the amount payable upon:

1. the death of the Insured; or
2. surrender of the Policy; or
3. the Maturity Date.

### Payment of Death Benefit

The Death Benefit of this Policy will be paid, in accordance with its terms, upon receipt of proof, satisfactory to Us, at Our Administrative Office that the Insured has died. Interest on the Death Benefit will accrue from the date of death to the date of payment at a rate equal to the rate for proceeds left on deposit with Us or if We have not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. If the Death Benefit has not been paid within 30 days after due proof of death is received, interest will be added to this amount at a rate of 8% per year.

### Death Benefit

The Death Benefit payable at the death of the Insured is:

1. The Face Amount; plus
2. Any premium paid for a period after the end of the Policy month in which the Insured dies; less
3. The amount of premium due to the end of the Policy month in which the Insured dies; less
4. Any Indebtedness under the terms of this Policy.

### Proceeds Payable Upon Surrender

You may, upon written request, surrender this Policy at any time. If the Policy is surrendered, the proceeds payable will be the Net Cash Value determined at the beginning of the Grace Period, if any, as provided in the Nonforfeiture Cash provision. Payment will terminate this Policy.

### Proceeds Payable At Maturity Date

If the Insured is alive on the Maturity Date, We will pay the Net Cash Value to the Owner. Payment will terminate this Policy. We may require that the Policy be returned to Us before We make any payment.

### Rider Proceeds

Proceeds payable under any rider attached to the Policy will be governed by the terms of the Rider, subject to applicable provisions of this Policy.

## OWNERSHIP AND BENEFICIARY

### Owner

Until the Insured's 21<sup>st</sup> birthday, the Owner is the person named on the Policy Specifications page or in any subsequent changes shown in Our records. If an Owner is not named on the Policy Specifications page, the Insured is the Owner. On the Insured's 21<sup>st</sup> birthday, the Insured becomes the Owner. If the Owner named on the Policy Specifications page or in any subsequent changes shown in Our records dies before the Insured's 21<sup>st</sup> birthday, the Beneficiary, if alive, will become the Owner; otherwise the legal guardian(s) of the Insured will become the Owner. In the event that more than one Owner is named, all elections and other actions that may be taken by the Owner pursuant to the terms of the Policy require joint action of all such persons.

### **Rights of the Owner**

While the Insured is living, You may exercise all rights allowed in this Policy. These rights include, but are not limited to:

1. changing the beneficiary;
2. transferring ownership or assigning this Policy;
3. receiving benefits; and
4. reinstating this Policy.

The consent of any irrevocable beneficiary needs to be obtained to change a beneficiary.

### **Transfer of Ownership**

If You transfer ownership of this Policy, Your ownership rights terminate and the new Owner will be entitled to all rights available under this Policy. To transfer ownership, We must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required. Your written request, unless otherwise specified by You, will not be effective until it is received in Our Administrative Office. Once received it will be effective as of the date you signed the request. A transfer of ownership will not apply to any actions, including payments, taken by Us before the transfer has been received by Us.

### **Beneficiary**

The Primary Beneficiary(ies) and any contingent Beneficiary(ies) are named in the Application or last beneficiary designation filed with Us. If no Beneficiary is named in the Application, You will be the Beneficiary. If more than one Primary Beneficiary is named, death benefits will be paid in equal shares to the primary beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Primary Beneficiary is living when the Insured dies, death benefits will be paid in equal shares to the contingent beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Beneficiary is living when the Insured dies, death benefits will be paid to You, if You are living, otherwise to Your estate.

### **Common Disaster**

If any Beneficiary dies with the Insured in a common disaster, the proceeds will be payable as if that Beneficiary died before the Insured, unless it is proven to Our satisfaction that the Insured died first.

### **Change of Beneficiary**

To change a beneficiary We must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required. Your written request will not be effective, unless otherwise specified by You, until it is received in Our Administrative Office. Once received it will be effective as of the date You signed the request. A change of beneficiary will not apply to any actions, including payments, taken by Us before the change has been received by Us.

### **Assignment**

This Policy may be assigned. No assignment will be recognized by Us unless a copy is filed with Us. We are not responsible for the validity of any assignment. Any claim by an assignee is subject to proof of the validity and extent of the assignee's interest in the Policy. Assignments, unless otherwise specified by You, shall take effect on the date You signed the assignment, subject to any payments made or actions taken by Us prior to the receipt of this notice.

## PREMIUMS

### **Premiums**

Premiums are payable in the amount and frequency shown on the Policy Specifications page. You may change the frequency of the premium payment subject to Our approval. If a part of the premium ceases to be payable under the provision of a Rider, the premium will be reduced accordingly. If premiums are paid more frequently than on an annual basis, their sum total may be more than the annual premium for the same time period. Premiums shall neither be due nor accepted after age 121.

### **When Premiums Are Due**

The first premium is due as of the Policy Date. Premiums are payable at Our Administrative Office. Each subsequent premium, after the first premium, is due on the first day following the period covered by the preceding premium.

To keep this contract in full force, all premiums must be paid when due, or before the end of the 31-day period after the due date of an unpaid premium, as described in the Grace Period provision.

### **Grace Period**

A Grace Period of 31 days will be allowed for payment of a premium after its due date. The Grace Period does not apply to the first premium. Your Policy will continue in force during the Grace Period.

If the Insured dies during the Grace Period, We will deduct from the proceeds of the Policy, the past premiums due from the due date up to the last day of the Policy month in which the Insured dies.

### **Nonpayment of Premiums**

If any premium is not paid when due and if such premium is not paid within the Grace Period, such premium shall be in default. If this happens, this is referred to as a lapse. If this Policy has a Net Cash Value, the Nonforfeiture Options provision will apply.

### **Reinstatement**

If this Policy lapses, and it has not been surrendered for cash or cancelled, the Owner may reinstate it within three years after the due date of the first unpaid premium, subject to the following requirements:

1. Receipt of a written application for reinstatement during the lifetime of the Insured on a form provided by Us to You upon written request to Our Administrative Office;
2. Evidence of insurability satisfactory to Us;
3. Payment of all overdue premiums with 6% interest compounded annually. Compounding of interest means that each year interest is added to the amount owed and begins to bear interest itself.
4. Repayment or reinstatement of any Indebtedness that existed when the Policy lapsed with 8% interest compounded annually. Interest will begin on the date of reinstatement.

The suicide provision does not begin anew after reinstatement. We may contest a reinstated Policy until it has been in force during the Insured's lifetime for a period of two years from the date of reinstatement. Thereafter, the reinstated Policy is incontestable. We may contest the reinstated Policy only with respect to representations made in the application for reinstatement.

## NONFORFEITURE

If You terminate this Policy or stop paying premiums after this Policy has a Net Cash Value and the Automatic Premium Loan provision does not apply, prior to the Maturity Date, You may elect one of the Options described below.

Your written request must be received by Us at Our Administrative Office by the end of sixty (60) days after the due date of the premium in default. If no written request is received, the Automatic Nonforfeiture Option provision will apply.

The Guaranteed Policy Values for the Options described below are shown in the Table of Guaranteed Policy Values on the Policy Specifications page.

### **Cash Surrender**

Surrender consists of Our payment to You of the Net Cash Value. The Net Cash Value will be the amount determined at the beginning of the Grace Period, if any. Upon payment of this Option, this Policy will terminate.

If the Policy is surrendered within thirty-one (31) days after a Policy anniversary, the Net Cash Value will be the Cash Value on that anniversary, less any Indebtedness made on or after such anniversary and any unpaid and due premium.

We may delay paying the Net Cash Value for not more than six (6) months after the date the written request for surrender is received.

### **Reduced Paid-Up Insurance**

If this option is elected, this Policy will continue as Paid-Up insurance. The Net Cash Value will be the amount determined at the beginning of the Grace Period. The amount of the Paid-Up insurance purchased will be the amount the Net Cash Value will purchase at the Insured's original rate classification and attained age at the beginning of the Grace Period.

### **Extended Term Insurance**

*(The option is not available to any insured that has a rate classification of Substandard as noted on the Policy Specification page.)* If this Option is elected, We will apply the Net Cash Value as a net single premium to purchase term life insurance at the Insured's original rate classification and attained age. The Net Cash Value will be the amount determined at the beginning of the Grace Period. The amount of term insurance purchased will be the Face Amount less any outstanding indebtedness. The term period will be that which the Net Cash Value will purchase when applied as a net single premium. The term period will begin at the beginning of the Grace Period. At the end of the term period, this Policy will terminate without value.

**Automatic Nonforfeiture Option**

Prior to the Policy Date upon which the Insured is age 121, if no written request is received from You by the end of the Grace Period, the Automatic Nonforfeiture Option will be Extended Term Insurance. However, if the Insured is in a substandard rate classification the Automatic Nonforfeiture Option will be Reduced Paid-Up Insurance.

**BASIS OF COMPUTATIONS****Cash Surrender, Reduced Paid-Up Insurance, and Extended Term Insurance**

Values are based on the mortality table and the interest rate shown in the Table of Guaranteed Policy Values within the Policy Specifications page, showing the cash values, if any and paid-up Nonforfeiture benefits, if any, available under the Policy during the term of the Policy. Such values are calculated upon the assumption that there is no Indebtedness on the Policy.

The nonforfeiture values for this Policy are equal to or greater than those required by law. The nonforfeiture values are calculated in accordance with the NAIC Standard Nonforfeiture Law for Life Insurance, model #808. A detailed statement of the method of computing values has been filed with the state in which this Policy is delivered.

Any Cash Surrender Value and any paid-up Nonforfeiture benefit available under the Policy in the event of default in premium payment due at any time other than on a Policy anniversary will be calculated with allowance for the lapse of time and the payment of the fractional premiums from the last preceding Policy anniversary.

**LOANS****Policy Loans**

You may obtain a loan while this Policy is in force. This Policy is the security for the loan.

However, if this Policy is in force under Extended Term Insurance of the Nonforfeiture Options provision, You may not obtain a loan.

The loan may not exceed the Net Cash Value on the next Policy anniversary.

Loan interest is payable in arrears at a fixed loan interest rate of 8.0% per year during the entire life of the Policy. Interest will be compounded annually and will be applied to the average loan balance during the year. The year will start on the date the loan is made and end 365 days later.

Loan interest will accrue from the date each loan is made. Interest is payable in each Policy year or on each Policy anniversary if the Policy is continued under Reduced Paid-Up Insurance of the Nonforfeiture Options.

We may delay making a loan, unless it is being used to pay premiums, for not more than six (6) months after the date the application for the loan is received.

**Loan Repayment**

A loan may be repaid at any time while this Policy is in force. A loan that exists at the end of the Grace Period may not be repaid unless this Policy is reinstated.

**Indebtedness**

Indebtedness means all existing loans or liens on this Policy plus unpaid earned interest. Existing Indebtedness, including any due and accrued interest and any unpaid premiums to the end of the current Policy year shall be deducted from the loan value or the proceeds of the loan. Any

Indebtedness that has not been repaid shall be deducted from any Death Benefit that is paid. If at any time the total indebtedness equals or exceeds the Cash Value, this Policy will terminate without value. Termination will occur thirty-one (31) days after Our notice has been mailed to Your address and the address of any assignee of record.

#### **Automatic Premium Loan**

We will automatically make a loan to cover a premium not paid by the last day of the 31-day grace period. The loan will be made as of the premium due date for a monthly premium. We will not make an automatic premium loan that will cause the policy debt to exceed the Net Cash Value on the next Policy anniversary. In such case, this provision will not apply and the Nonforfeiture provisions of this Policy will apply.

You may elect to terminate this automatic premium loan provision at any time. The cancellation will apply to premiums coming due after the date We receive written notice of cancellation at Our Administrative Office.

### **GENERAL PROVISIONS**

#### **Contract and Representations**

This Policy is a legal contract. It is between You and Us. It consists of:

1. the Policy, endorsements, riders, and attachments, if any; and
2. any Application attached to the Policy.

This Policy constitutes the entire contract between You and Us.

Statements in any Application are in the absence of fraud deemed representations, not warranties. Unless a part of the Policy, no statement by You or the Insured will:

1. reduce benefits; or
2. be used as a defense to a claim.

#### **Changes**

The terms of the Policy may be altered only by written agreement signed by Our President or a Vice President. This authority cannot be delegated.

#### **Incontestability**

Except after reinstatement, We cannot contest this Policy or any attached rider after it has been in force during the Insured's lifetime for a period of two years from the Issue Date except for failure to pay premiums or fraud. Any addition of a rider after the Issue Date shall be incontestable, after it has been in force during the Insured's lifetime for two years after the effective date of such addition of rider, except as to fraud. We may contest this Policy or any rider on the basis of any material misrepresentation in the Application, supplemental application, reinstatement application or other document signed by You that becomes part of the Policy.

#### **Suicide**

If the Insured dies by suicide within two years from the Issue Date, the only amount payable by Us will be the premium paid for the Policy less any loans outstanding against the policy.

#### **Misstatement of Age**

If the Insured's Age has been misstated in the Application, the Face Amount will be that which the most recent premium paid would have bought for correct Age.

**Termination**

This Policy will terminate on the earliest of:

1. The date We receive a written request from the Owner to terminate the Policy;
2. The date the Insured dies;
3. The Maturity Date; or
4. Subject to the Nonforfeiture Provision, the end of the Grace Period, if a past due premium remains unpaid.
5. The date on which this Policy is surrendered.

**Nonparticipating**

This Policy does not share in Our earnings.

**Conformity to State Laws**

If any term of this Policy is in conflict with any applicable Federal or State laws including, but not limited to, requirements for life insurance contracts under the Internal Revenue Code, the Policy may be amended to conform to the minimum requirements of such law without Your consent.

**Claims of Creditors**

All payments under this Policy are exempt from the claims of creditors to the fullest extent permitted by law. Payments may not be assigned without Our consent.

**WHOLE LIFE POLICY  
WITH INTRODUCTORY TERM  
Insurance Payable at Death  
Automatic Increase of Face Amount  
on the Policy Anniversary after the Insured Becomes Age 18  
Premiums Are Payable to Age 121  
Non-Participating – No Dividends Applicable  
See Policy Specifications for Amount of Insurance and Premiums**

**GERBER LIFE INSURANCE COMPANY**

A Stock Company  
Home Office  
[1311 Mamaroneck Ave, White Plains, New York 10605]  
Customer Service [1-800-253-3074]

**Introductory Term Benefit: Amount of Insurance [\$2,500] For How Long [3 months]**

**Whole Life Benefit: Amount of Insurance [\$15,000]**

**1. Children under 15 years of age to be insured:**

First Name	Last Name	Middle Initial	Sex	Date of Birth Month Day Year

**2. YOUR NAME:**  Parent  Grandparent  Permanent Legal Guardian (Check one)

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
 Address \_\_\_\_\_ Apt. # \_\_\_\_\_ City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ E-mail \_\_\_\_\_  
(Month Day Year)

**3. BENEFICIARY:** You will be the beneficiary unless you name someone else below.

Name \_\_\_\_\_ Relationship to child \_\_\_\_\_

**4.** Were any of the children born prematurely or with abnormalities at birth diagnosed by a medical professional? (Skip this question if children are more than 1 year old). .....  Yes  No

**5.** Within the past five years have any of the children listed above been treated or diagnosed by a physician for: respiratory disorder, heart disease or disorder, mental disease or disorder, or any other impairments or diseases? .....  Yes  No

**5a.** Give full details if you answered "Yes." Use and sign separate sheet if necessary.

Name of Child	Nature of Condition	When condition started	Does your child still have the condition? <input type="checkbox"/> Yes <input type="checkbox"/> No

**6.** Is there any Life Insurance or Annuity policy in force on the proposed insured children? If yes, please list below .....  Yes  No

Child's Name \_\_\_\_\_ Company \_\_\_\_\_

Will this policy replace a Life Insurance or Annuity policy already in force on the life of the child? .....  Yes  No

**I AGREE THAT:** The above answers are true and complete to the best of my knowledge and belief. This application shall be the basis for and part of the policy. I understand that no insurance shall take effect until this application is approved and the first premium is received by Gerber Life Insurance Company during the lifetime of the insured.

Both the children and I are citizens or permanent legal residents of the United States.

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

**X**

\_\_\_\_\_ Your Signature \_\_\_\_\_ Date \_\_\_\_\_

SERFF Tracking #:

FRCS-128828935

State Tracking #:

Company Tracking #:

5860.1

State:

Arkansas

Filing Company:

Gerber Life Insurance Company

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name:

Grow-up ICC12

Project Name/Number:

GERBER/186.1/186.1

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR RDB.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Third Party Authorization		
Comments:			
Attachment(s):			
AUTH.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certificate of Compliance		
Comments:			
Attachment(s):			
AR CoC.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
SOV for GPP-12-AR and forms.pdf			

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** Gerber Life Insurance Company

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

<b>Form Number</b>	<b>Score</b>
AGPP-12-AR	51.8
AGPP-12-TWL-AR	52.8
GPO-12	52.1
AGPP-12	53.2
AGPP-12-TWL	53.1
AGPP-12-YA-AR	52.9



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Robert J. Lodewick  
Vice President, General Counsel & Secretary

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December 21, 2012

Date



**Gerber Life Insurance Company**  
1311 Mamaroneck Avenue  
White Plains, New York 10605  
Tel: 914.272.4000 • Fax: 914.272.4099



**Gerber Life**

**Robert J. Lodewick**  
Vice-President, General Counsel and Corporate Secretary  
914.272.4017 (p)  
914.272.4099 (fax)  
Robert.Lodewick@us.nestle.com

October 25, 2012

To: The Insurance Commissioner

### **Authorization**

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

**Gerber Life Insurance Company**

A handwritten signature in black ink, appearing to read "Robert J. Lodewick".

By: \_\_\_\_\_

Robert J. Lodewick

Title: Vice President, General Counsel & Secretary

**STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE**

**Company Name:** Gerber Life Insurance Company

**Form Title(s):** Individual Whole Life Insurance Policy, Individual Whole Life Insurance Policy with Introductory Term, Guaranteed Purchase Option Rider, Individual Whole Life Insurance Application, Individual Whole Life Insurance with Introductory Term Application, Individual Whole Life Insurance Application

**Form Number(s):** AGPP-12-AR, AGPP-12-TWL-AR, GPO-12, AGPP-12, AGPP-12-TWL, AGPP-12-YA-AR

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



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Robert J. Lodewick  
Vice President, General Counsel & Secretary

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December 21, 2012  
Date

Gerber Life Insurance Company  
Statement of Variability  
Forms GPP-12-AR, GPP-12-TWL-AR, GPO-12,  
AGPP-12, AGPP-12-TWL and AGPP-12-YA  
December 17, 2012

Policies GPP-12-AR and GPP-12-TWL-AR

Page 1

- Company office and telephone number are bracketed to denote variability. Also on back cover and page 5 (administrative office).
- Company officer signatures and titles are bracketed to denote variability.

Page 3

- Insured, Policy Number, Sex, Age, Policy Date, Maturity Date, Issue Date, Owner, Premiums and Premium Due Date are all John Doe information and will vary by individual insured.
- Face Amount is John Doe information and could vary from \$3,000 to \$50,000 in increments of \$1,000.
  1. Introductory Term (GPP-12-TWL-AR only)
  2. Juvenile Whole Life
  3. Adult Whole Life: Once the insured reaches age 18, the amount will double the value of the Juvenile Whole Life.
- Introductory Term Period (GPP-12-TWL-AR only): This is John Doe information and will be a range of 1 to 12 months.
- Years Payable: (GPP-12-TWL-AR only): This will be a range of 1 to 12 months
- Annual Premium for months: (GPP-12-TWL-AR only): This is John Doe information and will be for a period of 1 to 12 months.
- Premium Mode Selected will be annual, semi-annual, quarterly, monthly and credit card, or monthly PAC, as chosen by the Owner.

Page 4

- Table of Guaranteed Policy Values showing Cash or Loan Value, Reduced Paid-Up Insurance, Extended Term Insurance is John Doe information and will vary by individual insured.

Rider GPO-12

Page 1

- Company office and telephone number are bracketed to denote variability.

Page 2

- Company officer signature and title are bracketed to denote variability.

Applications AGPP-12 and GPP-12-YA

Page 1

- Company's City, State and Zip Code are bracketed to denote variability.

- Amount of Insurance could vary from \$5,000 to \$50,000 in increments of \$1,000

Application AGPP-12-TWL

Page 1

- Company's City, State and Zip Code are bracketed to denote variability.
- Introductory Term Benefit could vary from \$1,000 to \$10,000 in increments of \$1,000
- Introductory Term Period will be between 1 and 12 months.
- Whole Life Benefit could vary from \$5,000 to \$50,000 in increments of \$1,000